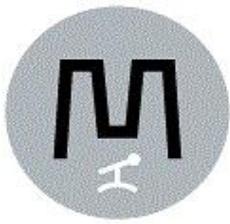




**MURRAY**  
CITY COUNCIL

# Committee of the Whole Meeting November 18, 2025



# Murray City Municipal Council

## Committee of the Whole

### Meeting Notice

#### November 18, 2025

**PUBLIC NOTICE IS HEREBY GIVEN** that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 4:45 p.m. on Tuesday, November 18, 2025 in the Poplar Meeting Room #151 located at Murray City Hall, 10 East 4800 South, Murray, Utah.

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

#### Meeting Agenda

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

#### **Approval of Minutes**

Committee of the Whole – October 7, 2025  
Committee of the Whole – October 21, 2025

#### **Discussion Items**

1. Discuss the drilling location for the new Winchester Well. Aron Frisk and Russ Kakala presenting. (10 minutes)
2. Discuss an ordinance relating to land use; amends the Zoning Map from R-1-8 (Single Family Low-Density Residential) to R-N-B (Residential Neighborhood Business) for the property located at 6446 South 900 East, Murray City. Zachary Smallwood presenting. (15 minutes)
3. Discuss an ordinance related to land use; amends the General Plan to adopt and add the Murray City Water Use and Preservation Element. Zachary Smallwood presenting. (15 minutes)
4. Discuss an ordinance relating to no fault utility and golf ball claims. G.L. Critchfield presenting. (10 minutes)
5. Discuss a resolution approving an Interlocal Cooperation Agreement between Murray City and Murray City School District for mutual use of facilities. Doug Hill presenting. (10 minutes)
6. Discuss a resolution authorizing the execution of an Interlocal Cooperation Agreement between Murray City School District and Murray City relating to school resource officers provided by the city to the district. Doug Hill presenting (10 minutes)
7. Discuss a resolution adopting the regular meeting schedule of the Murray City Municipal Council for calendar year 2026. Jennifer Kennedy presenting (5 minutes)

#### **Adjournment**

#### **NOTICE**

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

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

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

On Friday, November 14, 2025, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Hall, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



MURRAY  
CITY COUNCIL

# Committee of the Whole Minutes

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

Work Session Minutes of Tuesday, October 7, 2025  
Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

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**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	Crystal Brown	Council Administrator
Kim Sorensen	Parks Director	Zac Smallwood	Planning Manager
GL Critchfield	City Attorney	Chad Wilkinson	Community and Economic Dev. Director
Brenda Moore	Finance Director	Erica Brown	Chief Communications Officer
Brooke Smith	City Recorder	Craig Burnett	Police Chief
Rob White	IT Director	Isaac Zenger	IT Support
Citizens and Guests			

**Conducting:** Council Chair Cotter called the meeting to order at 5:45 p.m.

**Approval of Minutes:** Committee of the Whole, August 26, 2025 and Committee of the Whole, September 2, 2025. Mr. Goodman moved to approve both sets of minutes. Mr. Hock seconded the motion. All in favor 5-0

**Discussion Item:**

- **Fashion Place West Station Area Plan.** This item was pulled from the agenda due to a scheduling conflict with VODA Landscape and Planning.
- **Electric vehicles on the Jordan River Parkway.** Council Member Pickett discussed safety concerns about walking along the JRPT (Jordan River Parkway Trail). Mr. Pickett clarified he was not against bikers or electric bikes and explained his goal was to discuss the possibility of regulating e-bikes and electric vehicles on the trail. He shared about personal encounters that made him feel unsafe at times, noting some vehicles are similar to a small motorcycle. Mr. Pickett researched other cities along the JRPT and found that SLC (Salt Lake City) was the only one to enact laws regulating e-bikes. Council Members analyzed the provided information and Mr. Hock read specifically that all e-bikes in SLC should be operated like a standard bicycle while on the JRPT. Mr. Pickett noted that although strictly prohibited, SLC still allowed e-bikes on the JRPT but only without motor use.

Mr. Pickett thought banning e-bikes altogether in Murray would create a problem with inclusivity and accessibility because individuals without physical strength or capacity to pedal would need to use a motorized vehicle. Ms. Turner felt discernment should be used in banning all electric vehicles, due to those in electric wheelchairs who should be allowed on the JRPT. She also reported the same problem existed on the City's Canal Trail.

Mr. Hock pointed out SLC speed guidelines and asked if SLC had installed speed limit signs along their trail. Mr. Pickett was unaware. Mr. Goodman questioned how City police would have time to monitor speeding and what the speed limit should be. Mr. Pickett agreed enforceability was not possible unless officers were on bicycles. Mr. Hock explained his experience as a biker, that regardless of a 15 mile per hour speed limit,

a standard bike could travel up to 20 miles per hour once a good riding speed was reached.

Mr. Pickett said all cities with the JRPT were struggling with the same issue. He reviewed State law pointing out that all e-bikes are required to yield the right of way to pedestrians. He discussed various gating options designed to prevent motorized vehicle access and displayed photos of a swinging gate, a zigzag gate and a wired slowing gate that would be accessible for wheelchairs, eliminating the need for police patrol.

Council Members discussed how parks department vehicles might have trouble entering the trail through a gate. Fire Chief Mittelman commented that removable bollards would be best and explained that emergency medical technician trucks needed open access to the trail.

Mr. Pickett suggested that Council Members return at a later date to discuss the matter further and to continue being mindful of the issue by collecting information and listening to complaints from constituents who use the JRPT. Ms. Cotter thought first steps should be to install signage sporadically along the trail. Mr. Pickett agreed signage might draw attention to safety awareness. Mr. Goodman noted many distracted pedestrians are looking down at cell phones or using earbuds that prevent them from hearing approaching e-bikes. There was consensus that the City should regulate the issue.

Mr. Hill mentioned that the JRC (Jordan River Commission) had studied the issue for some time and they would be looking at speed limits during the next board meeting, which Parks Director Kim Sorenson attended. Mr. Sorenson agreed e-bike issues were more common due to increased use, confirmed SLC had seen no improvement since implementing new regulations and that Murray had existing signs prohibiting motorized vehicles on the JRPT. There was consensus that Mr. Sorenson would report on the JRC meeting related to possible speed signs at a later date.

- **Adjournment:** 6:08 p.m.

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

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

Work Session Minutes of Tuesday, October 21, 2025  
Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

**Attendance:**

Council Members:

Paul Pickett -	District #1 - Telecom
Pam Cotter	District #2 – Council Chair
Scott Goodman	District #3 – Arrived at 4:47 p.m.
Diane Turner	District #4
Adam Hock	District #5 – Council Vice Chair

**Others:**

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administrator
Kim Sorensen	Parks Director	Hal Luke	Senior Center
GL Critchfield	City Attorney	Emily Barton	Controller - Finance
Brenda Moore	Finance Director	Robert Wood	HBME, LLC
Brooke Smith	City Recorder	Rowan Coats	Museum Curator
Matt Hastings	Fire Department	Jeff Pulls	Fire Marshall
Greg Bellon	Power Director	Jackie Coombs	Utah Association of Power Systems
Matt Youngs	Assistant Power Director	Isaac Zenger	IT Support
Jenn Kikel-Lynn	Down Town City District	Chelsea Gauthier	Utah Main Street
Citizens and Guests			

**Conducting:** Council Chair Cotter called the meeting to order at 4:06 p.m.

**Approval of Minutes:** Committee of the Whole, September 16, 2025. Ms. Turner moved to approve and Mr. Hock seconded the motion. All in favor 3-0.

**Discussion Items:**

- **Murray Senior Recreation Center Report.** Senior Center Board Member Hal Luke shared about the September Domino Tournament and the Tis the Season Boutique held on October 13, 2025.
- **Presentation of the independent audit for Fiscal Year 2024-2025.** Finance Director Brenda Moore provided the Fiscal Year 2024-2025 Annual CFR (Comprehensive Financial Report) and Certified Public Accountant Robert Wood with HBME, LLC confirmed that an unmodified, or clean opinion was given in the Independent Auditor's Report. Mr. Wood said this was the highest opinion an independent auditor could provide as there were no significant issues and the CFR was fairly presented in accordance with accounting principles. Based on information the City received after the audit began in mid-September, only a few minor corrections were made by adjusting various journal entries, which were reconciled in a timely manner.
- **Partnering with the Murray City Downtown District.** Murray City Downtown District Executive Director Jenn Kikel-Lynn introduced Chelsea Gauthier, with UMS (Utah Main Street) to help in answering questions about her request to advance Murray City to a Tier-3 community within the MSA (Main Street America) program.

Mr. Hock asked Ms. Gauthier to review the focus of MSA and explain how other municipalities support their programs. Ms. Gauthier described in detail each four-point approach that aims to deploy economic vitality, design, promotion and organization to help preserve historic areas in downtown districts and

small business areas. She stated that many MSA cities hire a part-time paid employee to oversee the program, but like other Tier-3 communities the City would need to hire a full-time paid position to achieve the fully accredited Tier-3 Level, which is what Ms. Kikel-Lynn was requesting.

Ms. Gauthier noted Ms. Kikel-Lynn's completed work in advancing Murray from a Tier-1 to a Tier-2 community within just one year, stating that all requirements were successfully completed so Murray was now recognized by the national organization as a Tier-2 community.

Ms. Turner asked how long most municipalities remain at Tier-1. Ms. Gauthier said usually three years and outlined Tier-2 benefits like having on-site technical assistance, having access to an onsite historic preservation architect and grant funding opportunities to help reach Tier-3. She pointed out that Ms. Kikel-Lynn had already met with many downtown business owners, introduced the architect to many of them and wrote a grant for the Tea Rose Diner that received \$35,000 through Utah Revive & Reside. Ms. Kikel-Lynn agreed, noted a report card provided by MSA reflecting her work and pointed out that she was halfway to reaching Tier-3 status.

Ms. Turner asked if there was a time requirement or urgency to achieve Tier-3. Ms. Gauthier said to reach Tier-3 accreditation, a full-time paid executive director position was required and six additional standards must be met. Ms. Gauthier said the additional standards would be strictly followed to ensure that Ms. Kikel-Lynn was working closely with the City and the community and not on her own.

Ms. Turner was unsure about where MSA would fit in at this time, stating that the City was currently in a transition period working to develop old city hall property and Block One. Mr. Goodman thought the organization would be following Mayor Hales downtown vision. Ms. Gauthier believed Ms. Kikel-Lynn was already supporting the City with her existing community involvement.

Ms. Cotter stated that the City would follow the new FBC (Form Base Code) in areas of downtown Murray already including the design of historic characteristics. Mr. Hock agreed the Council supported the FBC, the Block One area plan and expected an area plan for the east side of downtown Murray. Ms. Kikel-Lynn agreed everyone should be on the same page collectively but felt she had met the requirements to move the City up to Tier-3.

Council members discussed whether to fund the required executive director position to become a Tier-3 community. When asked if she would hire someone for the position, Ms. Kikel-Lynn stated that based on the time she had invested in pursuing the program, she would like to fill the position herself.

Mr. Hock asked what safe guards were in place to ensure that the City would not end up funding an empty position, should she lose her momentum or no longer be able to work full time. Ms. Gauthier explained to ensure accountability Ms. Kikel-Lynn must attend monthly meetings, submit statements and reports quarterly to MSA and undergo regular reviews with MSA. Council Members requested more information on the 22 other cities in the MSA program regarding how the executive director position was funded and how MSA measured its success.

- **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.** Power Director Greg Bellon, Assistant Power Director Matt Youngs and UAMPS (Utah Associated Municipal Power Systems) Representatives Jackie Coombs and Matt Hastings discussed a proposal about Murray City purchasing solar energy that included battery storage. Mr. Hasting stated that UAMPS entered into a

25-year PPA (Power Purchase Agreement) that would not be effective until all UAMPS member cities passed a related resolution in support.

He noted the proposed location for the solar project was north of Paragona, Utah, discussed the proposed interconnecting transmission lines and stated that the cost would be \$35.45 per MWh (megawatt hour) and \$49.50 MWh for battery capacity. The combined cost would range between \$69 and \$74 MWhs depending on contractual terms. Murray Power would participate in using 7.9% of project capacity and own all the Renewable Energy Credits.

Mr. Hastings said the resource was unique with its wider range of hour use, and the City would be able to shift solar energy use to a specific time of need, as well as to when generation was most needed. Mr. Bellon agreed the resource would aide in meeting peak hours of need, it is the first of its kind with battery storage and would be less costly than the City's landfill resources. He confirmed that although the City would take 7.862% of generation, the proposed resolution allowed up to 15% if it becomes available.

- **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.** Museum Curator Rowan Coates said UTA received funding last year to construct a new bus line that included four new stops in Murray. Since UTA funding did not include art or beautification at any bus stops, staff proposed that the City provide funding to help make Murray bus stations more representative of the City. Ms. Coates shared four proposed art pieces, created by artist Paul Heath which were approved by the City's Arts Advisory Board to hopefully be installed at the new Murray bus stops. Ms. Coates confirmed the artist was paid \$20,000 by the City from last fiscal year's budget, which was \$5,000 per bay. If approved, Murray would now pay approximately \$4,000 for fabrication costs. UTA would pay installation costs for all four bays, where the art would be installed next year as vinyl on glass, as well as ongoing maintenance on the art.
- **Remaining City Council meetings for calendar year 2025.** City Council Director Jennifer Mr. Kennedy said there were four council meetings left this year and it was possible that the December 16, 2025 meeting might be cancelled after consulting with the administration, Council Chair, and Vice Chair. December meetings are currently scheduled for December 9 and December 16, 2025, but historically the City Council has held only one meeting in December. There was consensus to cancel the December 16 meeting.
- **Adjournment:** 5:40

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



MURRAY  
CITY COUNCIL

# Discussion Items



MURRAY  
CITY COUNCIL

# Discussion Item #1



**MURRAY**

# **Murray City Public Works/Water Division**

## **Winchester Well**

### **Council Action Request**

**Committee of the Whole**

Meeting Date: November 18, 2025

<b>Department Director</b> Russ Kakala	<b>Purpose of Proposal</b> To discuss the drilling location for the new winchester well.
<b>Phone #</b> 801-270-2404	<b>Action Requested</b> Informational only
<b>Presenters</b> Aron Frisk Russ Kakala	<b>Attachments</b> Presentation docs
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> The new well location discussion has no budget impact.
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Murray City Water recommends locating the new Winchester Well adjacent to the golf course maintenance shed rather than within the proposed park on 1200 West.  It minimizes public impact by avoiding disruption to future park and recreation space.  It allows for better operational access through existing utility and roadway connections.  It offers a higher probability of producing better water quality because the site lies within the Wasatch Mountain watershed, which has historically yielded cleaner, lower-mineral water than the Oquirrh Mountain watershed to the west.
<b>Mayor's Approval</b>   <b>Date</b> October 29, 2025	



MURRAY  
CITY WATER



New Winchester Well Location.



# MURRAY

CITY WATER





MURRAY  
CITY WATER

## Salt Lake Valley Basin Fill

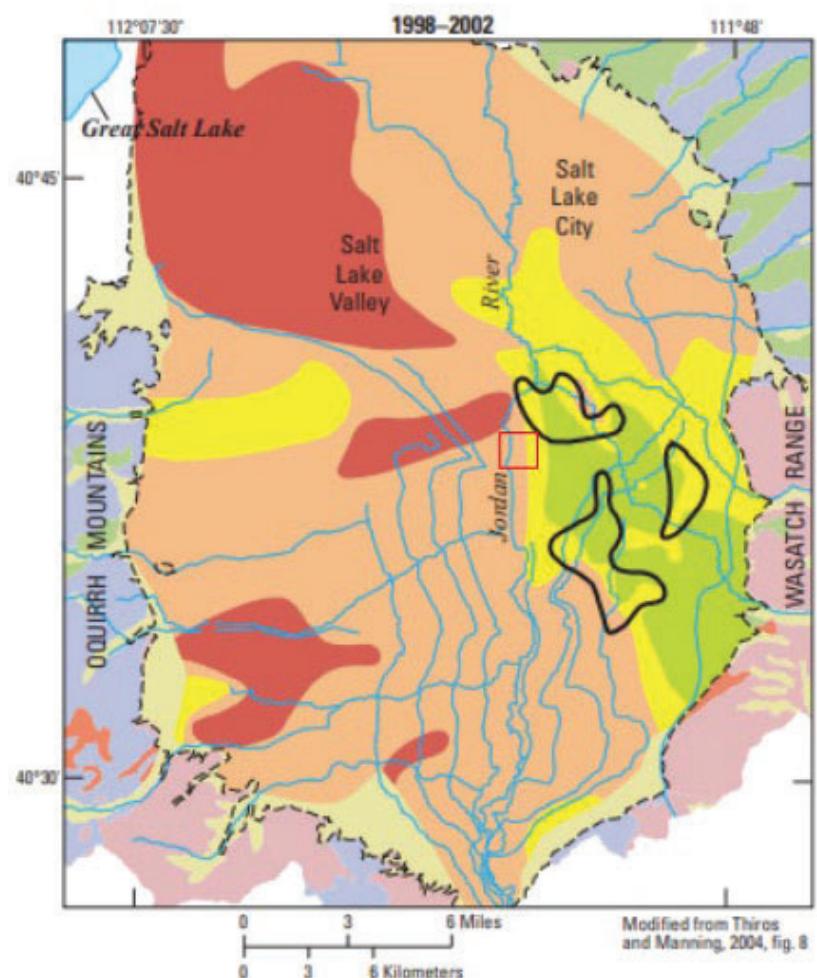
Wasatch-side recharge is typically a better quality (calcium–bicarbonate) water. This is when water interacts with quartzite terrains and mountainous streams.

Oquirrh-side water trends more mineralized with higher sulfate/TDS and a greater risk of metals—especially where mining has influenced the system.  
(Kennecott)





MURRAY  
CITY WATER



Dissolved-solids concentration,  
in milligrams per liter,  
1988–1992 and 1998–2002

Less than 250
250 to 500
500 to 1,000
Greater than 1,000

Geology

Carbonate rocks
Metamorphic or intrusive igneous rocks
Sedimentary-dominated rocks
Volcanic rocks
Basin-fill sediments

— Boundary of area where the dissolved-solids concentration in water from more than one well increased 20 percent or more during 1988–2002

— Approximate boundary of basin-fill deposits



MURRAY  
CITY WATER

# Proposed Well House Location

**Proposed layout of the new wellhouse at the Golf Course location.**



**City staff selected a similar design to the Park Well Building for the Winchester Well**





MURRAY  
CITY COUNCIL

# Discussion Item #2



**MURRAY**

## **Council Action Request**

# **Community and Economic Development**

## **Lusso Office Services - 6446 S 900 E Zone Map Amendment**

### **Committee of the Whole**

Meeting Date: November 18, 2025

<b>Department Director</b> Chad Wilkinson	<b>Purpose of Proposal</b>  Applicant would like to change the existing zoning from R-1-8 to R-N-B to allow a business on the property as it fronts onto 900 E.
<b>Phone #</b> 801-270-2427	<b>Action Requested</b>  Approval of the Zone Map Amendment
<b>Presenters</b> Zachary Smallwood	<b>Attachments</b>  Slides
<b>Required Time for Presentation</b> 15 minutes	<b>Budget Impact</b>  None Anticipated
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b>  The owner of the subject property has applied for an amendment to the Murray City Zoning Map from R-1-8 to R-N-B in order to permit the operation of a consulting firm.  The subject property is distinguished from adjacent residential lots by its unique history and physical characteristics. Its direct access from 900 East, a feature not common for residential properties in the area, appears to be a remnant of its former use as a live-work preschool. The proposed change is in conformance with the General Plan's Future Land Use Map.
<b>Mayor's Approval</b>	The Planning Commission conducted a public hearing on September 4, 2025 and voted 7-0 recommending that City Council approve the requested change to the Zoning Map.
<b>Date</b> November 4, 2025	

# Murray City Corporation

## NOTICE OF PUBLIC HEARING

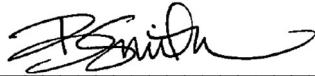
NOTICE IS HEREBY GIVEN that on the 25<sup>th</sup> Day of November, 2025, at the hour of 6:30 p.m. in the Council Chambers of the Murray City Hall, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing on and pertaining to amending the Zoning Map from the R-1-8 (Single-Family Low Density Residential) Zoning District to the R-N-B (Residential Neighborhood Business) Zoning District for the property located at 6446 South 900 East, Murray, Utah.

The purpose of this hearing is to receive public comment concerning the proposed amendment to the Zoning Map as described above.

DATED this 28<sup>th</sup> day of October 2025.



MURRAY CITY CORPORATION

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

DATE OF PUBLICATION: November 14, 2025

UCA §10-9a-205(2)

LOCATIONS OF POSTING – AT LEAST 10 CALENDAR DAYS BEFORE THE PUBLIC HEARING:

1. Mailed to Each Affected Entity
2. Utah Public Notice Website
3. City's Official Website
4. City Hall - Public Location Reasonably Likely to be Seen by Residents
5. Mailed to each property owner within 300 feet (*Murray City Code 17-04-140*)

ORDINANCE NO. 25-\_\_\_\_\_

AN ORDINANCE RELATING TO LAND USE; AMENDS THE ZONING MAP FROM R-1-8 (SINGLE FAMILY LOW-DENSITY RESIDENTIAL) TO R-N-B (RESIDENTIAL NEIGHBORHOOD BUSINESS) FOR THE PROPERTY LOCATED AT 6446 SOUTH 900 EAST, MURRAY CITY

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL AS FOLLOWS:

WHEREAS, the owner of the real property located at 6446 South 900 East, Murray, Utah, has requested a proposed amendment to the Zoning Map to designate the property in an R-N-B (RESIDENTIAL NEIGHBORHOOD BUSINESS) Zone District; and

WHEREAS, it appearing that said matter has been given full and complete consideration by the City Planning and Zoning Commission; and

WHEREAS, it appearing to be in the best interest of the City and the inhabitants thereof that the proposed amendment of the Zoning Map be approved.

NOW, THEREFORE, BE IT ORDAINED:

*Section 1.* That the Zoning Map and the Zone District designation for the described property located at 6446 South 900 East, Murray, Utah be amended from the R-1-8 (Single Family Low Density Residential) Zone District to the R-N-B (Residential Neighborhood Business) Zone District:

**Legal Description**

LOT 59 SILVER SHADOWS SUB

*Section 2.* This Ordinance shall take effect upon the first publication and filing of copy thereof in the office of the City Recorder.

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

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Chair

ATTEST:

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Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

MAYOR'S ACTION: Approved

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

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

#### CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was published according to law on the \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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Brooke Smith, City Recorder

## ZONE MAP AMENDMENT(S) – LEGISLATIVE ACTION

Lusso Office Services - Project #25-085 - 6446 South 900 East - The applicant is requesting a zone map amendment to change a property from R-1-8 to R-N-B

Enzo Dennet was present to represent the request. David Rodgers presented the application to amend the Zoning Map for the subject property from R-1-8 to R-N-B to allow for a commercial use. Mr. Rodgers showed a map of the property, as well as the future land use map. He said the future land use map calls for the parcel to be rezoned. He discussed the differences between the two zones. Public notices were sent to nearby property owners and affected entities. No comments have been received. Staff recommends the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to the zone map designation.

Commissioner Hildreth asked if the current building on site conforms to the R-N-B requirements or if it will need to be modified. Mr. Rodgers said it depends on the use.

Enzo Dennet approached the podium for questions.

Commissioner Klinge asked what the property is currently being used for and what the intended use will be.

Mr. Dennet said the building was a preschool and then was a residential rental property. He said they will be using it for office space.

Commissioner Hacker asked about parking access to the property. Mr. Dennet said it's already very accessible. He said the area previously used as a playground can be converted to parking.

Chair Richards opened the agenda item for public comment. Seeing none, the public comment period was closed.

Commissioner Hacker made a motion that the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to the Zoning Map designation of the properties located at 6446 South 900 East from R-1-8, Low Density Single Family to R-N-B Residential Neighborhood Business as described in the Staff Report.

Seconded by Vice Chair Hristou. Roll call vote:

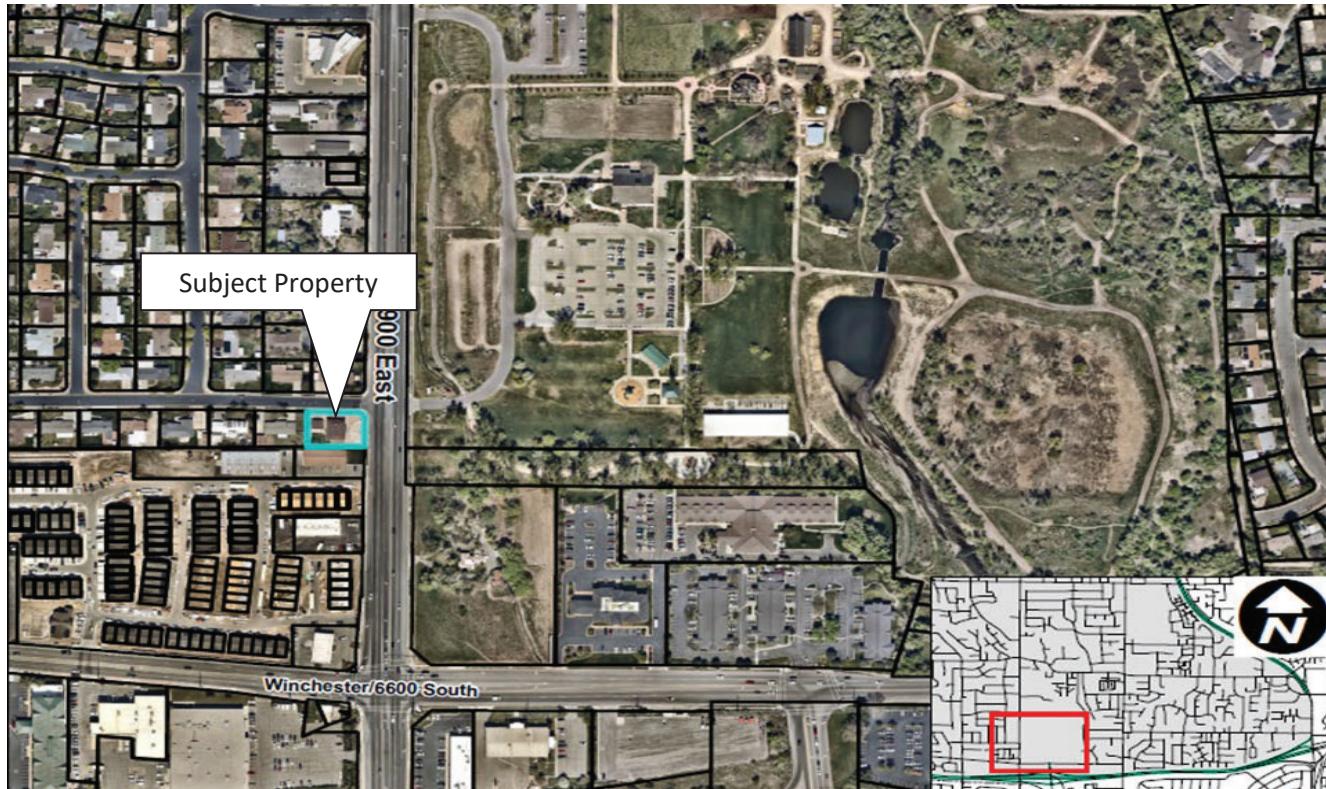
A      Hacker  
A      Hildreth  
A      Hristou  
A      Klinge  
A      Pehrson  
A      Richards  
A      Rogers

Motion passes: 7-0



## AGENDA ITEM #08 - Lusso Office Services

<b>ITEM TYPE:</b>	Zone Map Amendment		
<b>ADDRESS:</b>	6446 South 900 East	<b>MEETING DATE:</b>	September 4 <sup>th</sup> , 2025
<b>APPLICANT:</b>	Claudia Alvarado	<b>STAFF:</b>	David Rodgers, Senior Planner Ruth Ruach, Planner 1
<b>PARCEL ID:</b>	22-20-176-003	<b>PROJECT NUMBER:</b>	25-085
<b>CURRENT ZONE:</b>	R-1-8, Residential Single Family	<b>PROPOSED ZONE:</b>	R-N-B Residential Neighborhood Business
<b>Land Use Designation</b>	Residential Business	<b>PROPOSED DESIGNATION</b>	N/A
<b>SIZE:</b>	.25 acres		
<b>REQUEST:</b>	The applicant would like to amend the Zoning Map for the subject property from R-1-8 to R-N-B to allow for a commercial use.		



## I. BACKGROUND & REVIEW

The owner of the subject property has applied for an amendment to the Murray City Zoning Map from R-1-8 to R-N-B in order to permit the operation of a consulting firm. The subject property is distinguished from adjacent residential lots by its unique history and physical characteristics. Its direct access from 900 East, a feature not common for residential properties in the area, appears to be a remnant of its former use as a live-work preschool. This, combined with a rapid succession of zoning changes following its construction in 1974, suggests the property stands out from the area's conventional residential pattern and supports a case for a zoning change.

### Surrounding Land Uses & Zoning

The subject property is currently located in the R-1-8 zone, situated on 900 East directly across from Wheeler Farm. The surrounding area features a mix of zoning designations, with properties to the south zoned C-D, Commercial Development, and some further north zoned R-N-B.

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Single-Family Residential	R-1-8
South	Commercial/Retail	C-D
East	Parks & Open Space	O-S
West	Single-Family Residential	R-1-8

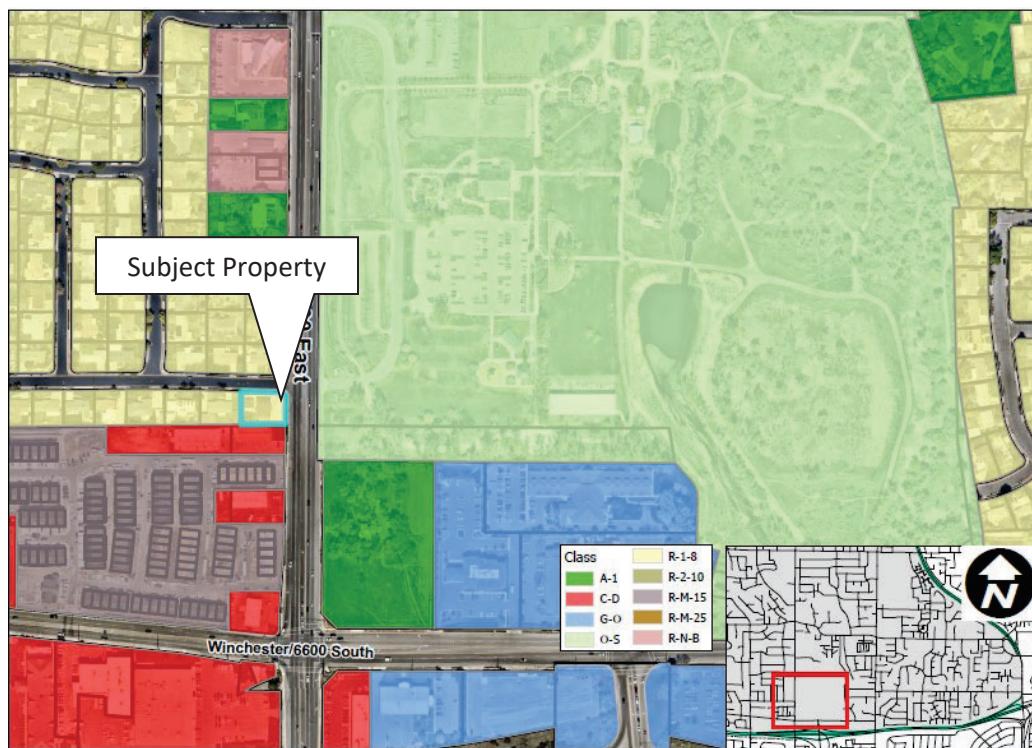


Figure 1: Zoning Map Segment

## Zoning Considerations

Given the property's proximity to other commercial zones and its inclusion within the Residential Business designation in the General Plan, staff finds that the requested rezone would be a suitable fit. This change would align the property with its future land use designation and create consistency with several of the nearby properties.

## Allowed Land Uses

Changing the zone from R-1-8 to R-N-B would allow the applicant to change the property from a single-family dwelling to a commercial use. This will allow the lot to be available for various uses while integrating into the currently existing neighborhood feel and character.

- **Existing R-1-8, Single Family Low Density Residential Zone:**  
Permitted Uses in the proposed R-1-8 include single-family detached dwellings on 8,000 ft<sup>2</sup> lots, utilities, charter schools, and residential childcare facilities.  
  
Conditional Uses in the proposed R-1-8 include attached single-family dwellings (in Planned Unit Developments, or PUDs) telephone stations and relay towers, radio and television transmitting stations, parks, schools and churches, utilities, cemeteries, libraries, and group instruction in single-family dwellings.
- **Proposed R-N-B, Residential Neighborhood Business Zone:**  
Permitted Uses in the proposed R-N-B zone include single-family detached dwellings that must meet the requirements of the R-M-10 zone, twin homes, two-family dwellings (duplex) that must meet the requirements of the R-M-10 zone, residential disability care facilities, residential elderly care facilities, utilities, travel agencies, florists, optical goods, insurance offices, real estate offices, portrait photography, beauty and barber services, physician's offices, dental offices, other medical services, legal services, engineering firms, accounting and tax services, art and design studios, business consulting services, art, drama, and music schools, and dancing schools.  
  
Conditional Uses in the proposed R-N-B include bed and breakfasts, delicatessen and lunch facilities without drive-throughs, health food facilities without drive-throughs, antiques, books and hobby supplies, gift shops and boutiques, banking and credit union services, tanning/sauna/message salon, dental laboratory services, protective functions, K-12 Schools, residential childcare facilities, denominational and sectarian schools, churches, business associations, professional membership organizations, political and civic organizations and non-profit organizations.

## Zoning Regulations

The comparison of the regulations for setbacks, height, and parking between the existing R-1-8 and proposed R-N-B zones are summarized in the table below.

	R-1-8 (existing)	R-N-B
Height	35'	20' (30' with CUP)
Front yard setback	25'	20'
Rear Yard setback	25'	20'
Side Yard setbacks	8' minimum, total of 20'	8'
Corner Yard setback	20'	20'
Parking Required	2 spaces per dwelling	Based on Use

Table 1: Compared Regulations in existing and proposed zones.

## Future Land Use Map Designations

Map 5.7 of the Murray City General Plan (the Future Land Use Map) identifies future land use designations for properties in Murray City. The designation of a property is tied to corresponding purpose statements and zones. These “Future Land Use” designations are intended to help guide decisions about the zoning designations of properties. The subject property is currently designated “Residential Business”. This designation calls for this area to be rezoned to R-N-B and thus the proposed rezone meets the intentions of the General Plan.



Figure 2: Future Land Use Map segment.

## **II. CITY DEPARTMENT REVIEW**

The application and materials were distributed to various departments, including the Engineering Division, Building Division, Police Department, Fire Department, Power Department, Water Division, and Wastewater Division for their review and comments on August 19<sup>th</sup>, 2025. All departments approved of the rezone with no comments provided.

## **III. PUBLIC COMMENTS**

Fifty-eight (58) notices of the public hearing for the requested amendments to the Future Land Use Map and Zone Map were sent to all property owners within 300' of the subject property and to affected entities. As of the date of this report no comments have been received.

## **IV. FINDINGS**

1. The General Plan provides for flexibility in implementation and execution of the goals and policies based on individual circumstances.
2. Amending the Zoning Map will allow for cohesion as the character of 900 East develops into a mix of housing and commercial opportunities.
3. The proposed Zone Map amendment from R-1-8 to R-N-B has been considered based on the characteristics of the site and surrounding area. The potential impacts of the change can be managed within the uses allowed in the R-N-B zone.
4. The proposed Zone Map amendment from R-1-8 to R-N-B conforms to important goals and objectives of the 2017 Murray City General Plan and will allow an appropriate use of the subject property.

## **V. STAFF RECOMMENDATION**

Based on the background, analysis, and findings within this report, Staff recommends that the Planning Commission forward a recommendation of APPROVAL to the City Council for the requested amendment to the Zoning Map designation of the properties located at 6446 South 900 East from R-1-8, Low Density Single Family to R-N-B Residential Neighborhood Business as described in the Staff Report.



## NOTICE OF PUBLIC HEARING

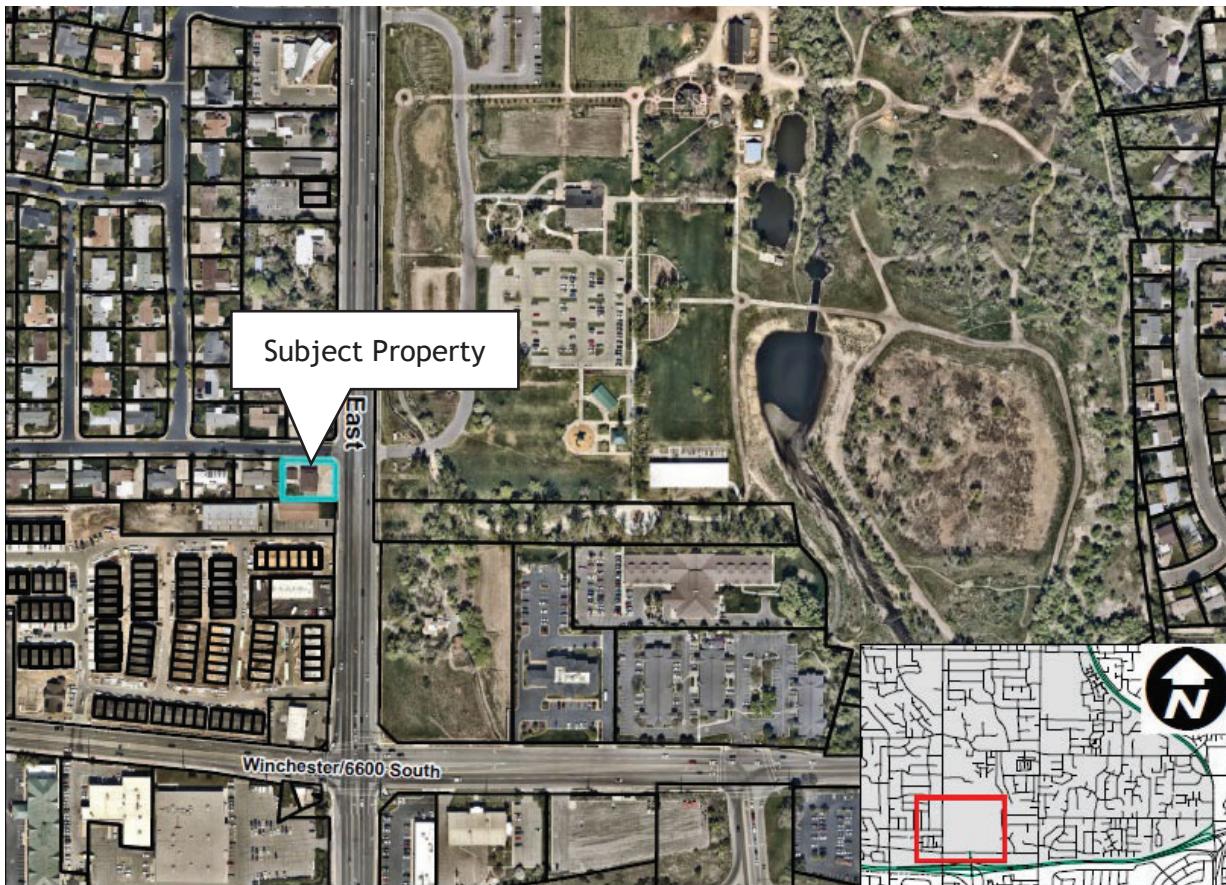
September 4<sup>th</sup>, 2025, 6:30 PM

The Murray City Planning Commission will hold a public hearing in the Murray City Council Chambers, located at 10 East 4800 South to receive public comment on the following application:

Claudia Alvarado has applied for a zone map amendment for the property located at **6446 South 900 East**. The applicant is requesting a Zone Map Amendment from R-1-8, Low Density Single Family Residential to R-N-B, Residential Neighborhood Business. The requirements of the zone are located on our website at [www.murray.utah.gov](http://www.murray.utah.gov). **The Planning Commission will be making a recommendation to the City Council for this item. The City Council will conduct another Public Hearing to make a decision regarding this application at a later date.**

To make comments regarding this proposal the public may attend the meeting, call Murray City Planning Division at (801) 270-2430, or email [pc@murray.utah.gov](mailto:pc@murray.utah.gov). You have received this notice because you own property within 300 feet of the subject property.

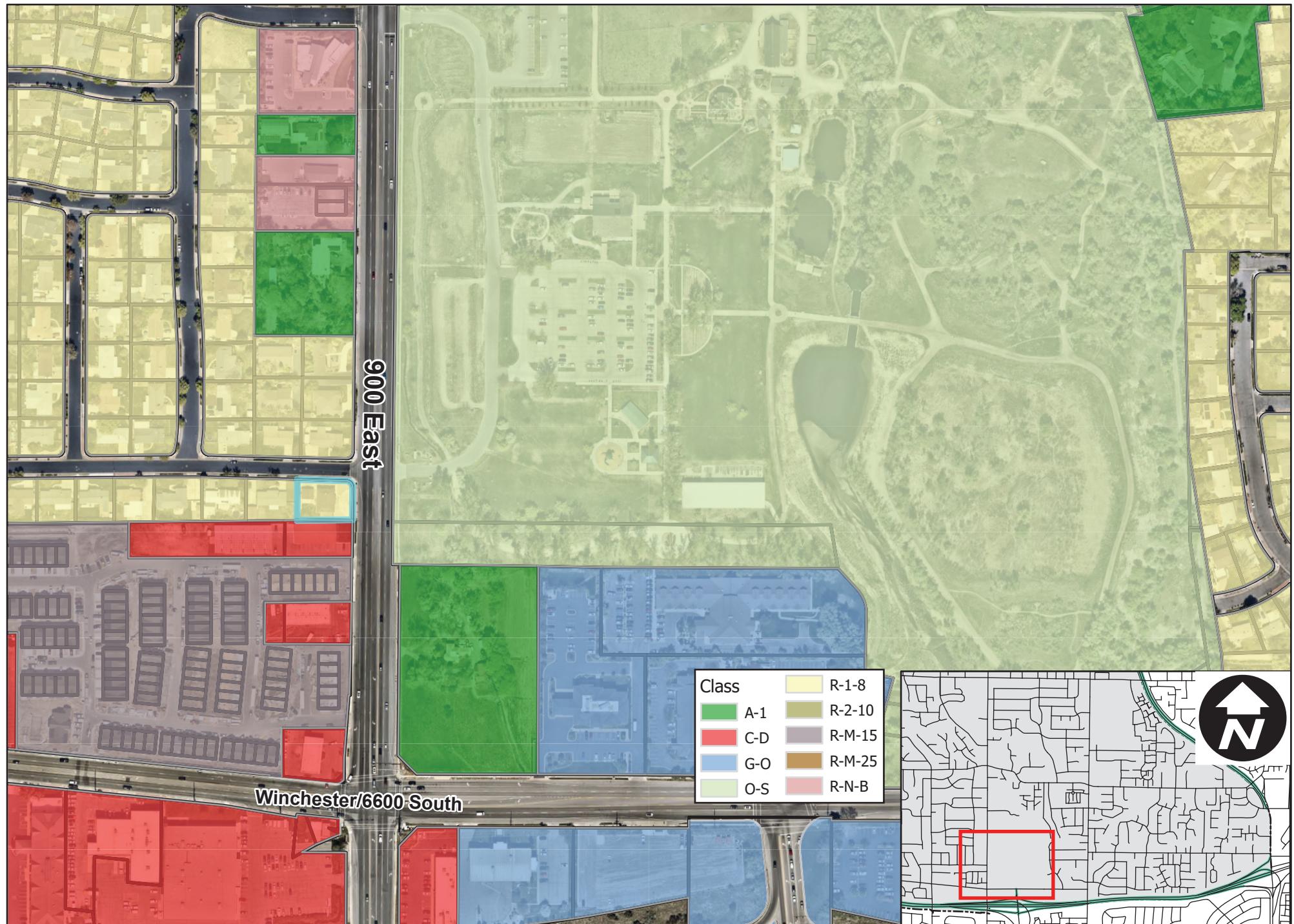
The meeting will be streamed online, at [www.murraycitylive.com](http://www.murraycitylive.com) or [www.facebook.com/MurrayCityUtah/](http://www.facebook.com/MurrayCityUtah/).



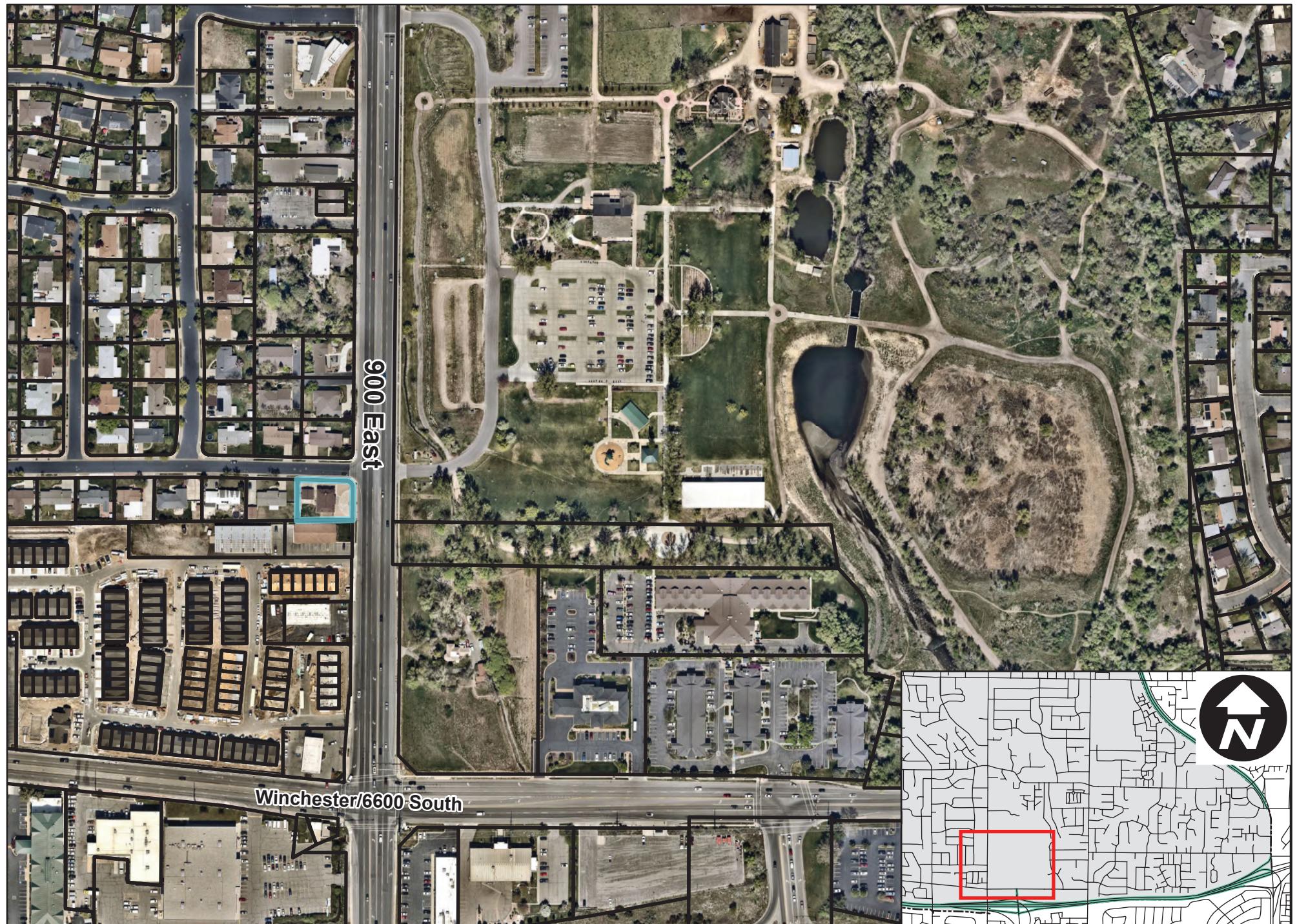
Special accommodations for the hearing or visually impaired will be upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711

Public Notice Dated | August 22<sup>nd</sup>, 2025

# 6446 South 900 East



# 6446 South 900 East





DocQuery

Parcel Number • 22-20-176-003-0000

Active Parcel Number

Acreage • 0.2500

Address • 6446 S 900 E • MURRAY • 84121

**Owner of Record**

ALVARADO, CLAUDIA

**Legal Description • Property Description For Taxation Purposes Only**

LOT 59 SILVER SHADOWS SUB



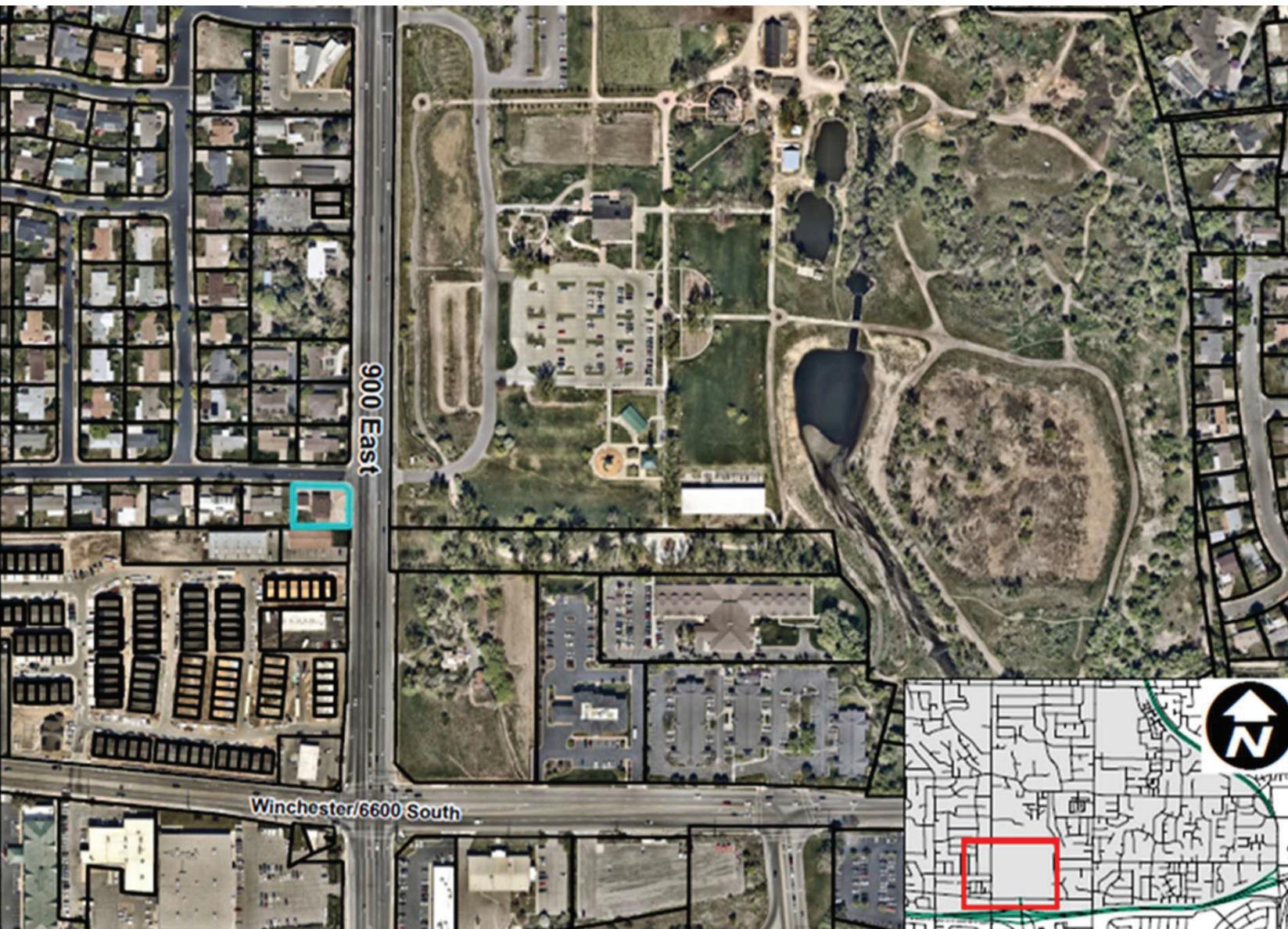
# MURRAY CITY COUNCIL



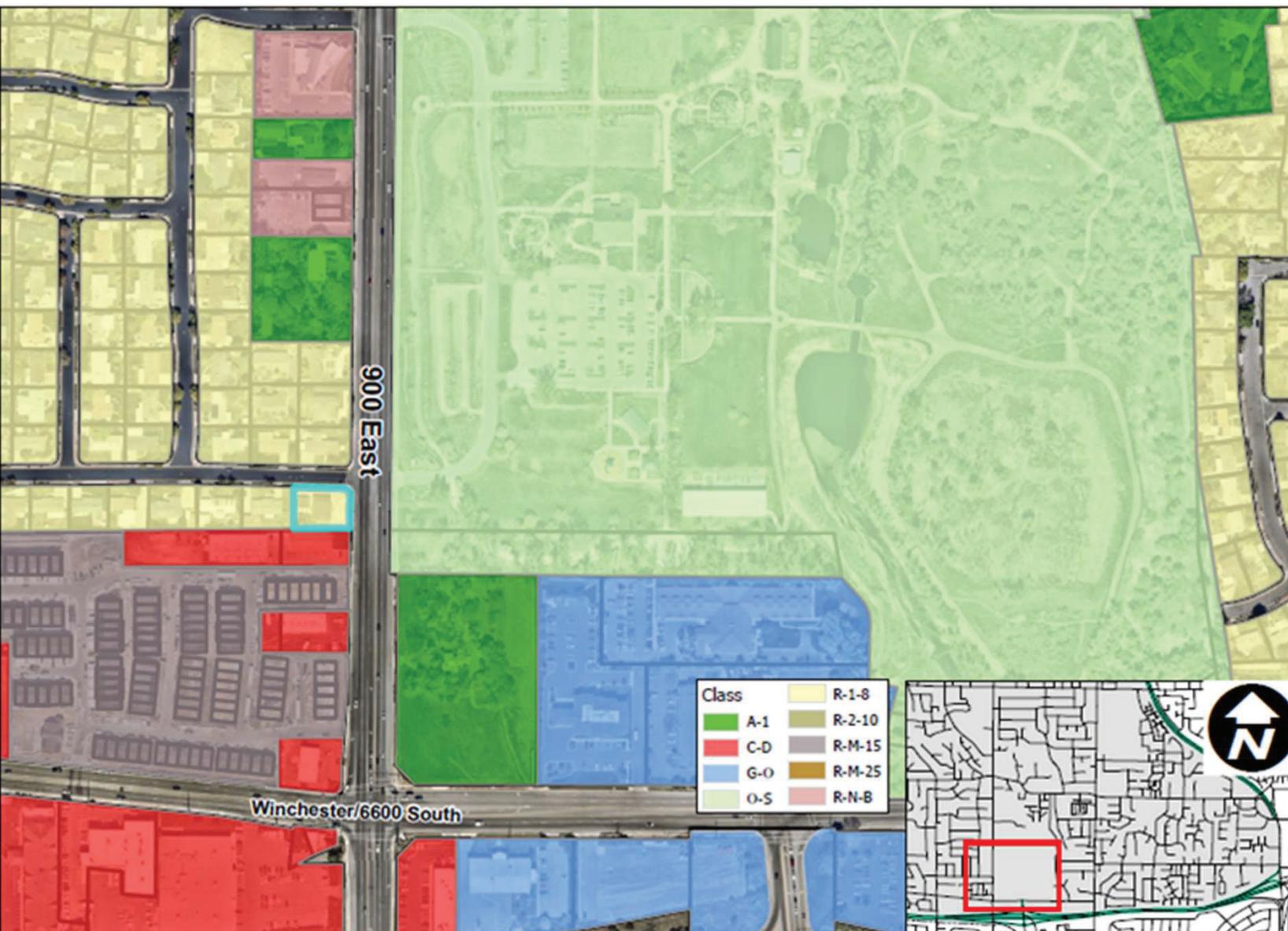
# Lusso Office Services

Zone Map Amendment for a property located  
at 6446 South 900 East





Site Information:  
.25 acre site  
R-1-8 Zone



**Site Information:**  
.25 Acre Site  
R-1-8 Zone





## Zoning Regulations

	<b>R-1-8 (existing)</b>	<b>R-N-B</b>
Height	35'	20' (30' with CUP)
Front yard setback	25'	20'
Rear Yard setback	25'	20'
Side Yard setbacks	8' minimum, total of 20'	8'
Corner Yard setback	20'	20'
Parking Required	2 spaces per dwelling	Based on Use



## Public Notice

Fifty-eight (58) notices of the public hearing for the requested amendments to the Future Land Use Map and Zone Map were sent to all property owners within 300' of the subject property and to affected entities. As of the date of this presentation no comments have been received.

## Findings:

1. The General Plan provides for flexibility in implementation and execution of the goals and policies based on individual circumstances.
2. Amending the Zoning Map will allow for cohesion as the character of 900 East develops into a mix of housing and commercial opportunities.
3. The proposed Zone Map amendment from R-1-8 to R-N-B has been considered based on the characteristics of the site and surrounding area. The potential impacts of the change can be managed within the uses allowed in the R-N-B zone.
4. The proposed Zone Map amendment from R-1-8 to R-N-B conforms to important goals and objectives of the 2017 Murray City General Plan and will allow an appropriate use of the subject property.
5. The Murray City Planning Commission held a public hearing on September 4, 2025 and voted 5-0 to forward a recommendation of approval to the City Council for the requested zone map amendment.

## Staff Recommendation

The Murray City Planning Commission and staff recommends that the City Council **APPROVE** the requested amendment to the Zoning Map designation of the property located at **6446 South 900 East** from R-1-8, Low Density Single Family to R-N-B Residential Neighborhood Business as described in the Staff Report.



MURRAY  
CITY COUNCIL

# Discussion Item #3



**MURRAY**

## **Council Action Request**

# **Community and Economic Development**

## **Water Use and Preservation Element of General Plan**

### **Committee of the Whole**

Meeting Date: November 18, 2025

<b>Department Director</b> Chad Wilkinson	<b>Purpose of Proposal</b> Add the Water Use and Preservation Element of the General Plan as required by State statute.
<b>Phone #</b> 801-270-2427	<b>Action Requested</b> Adoption of the General Plan Amendment
<b>Presenters</b> Zachary Smallwood	<b>Attachments</b> Slides
<b>Required Time for Presentation</b> 15 minutes	<b>Budget Impact</b> None Anticipated
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> The Utah State Legislature passed SB 110 in 2022 which requires most municipalities to develop an element of the General Plan related to water use and preservation. Murray City Community and Economic Development Staff in conjunction with the Murray City Water Division began crafting this element in April of 2025.  The purpose of the legislation is largely a response to multiple years of continued drought conditions across the state. There is also concern for water levels at reservoirs and the Great Salt Lake. The Water Element provides direction for the City to support the efforts across the state to better manage our water and ensure that everyone is able to have access to safe, clean water.
<b>Mayor's Approval</b>	
<b>Date</b> November 4, 2025	The Planning Commission conducted a public hearing on October 16, 2025 and voted 5-0 recommending that City Council adopt the proposed addition to the General Plan.

## **MURRAY CITY CORPORATION**

### **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on the 25<sup>th</sup> Day of November, 2025, at the hour of 6:30 p.m., in the City Council Chambers of the Murray City Hall, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will hold and conduct a Public Hearing to receive comment on and pertaining to a proposed amendment to the 2017 Murray General Plan to adopt the Murray City Water Use and Preservation Element.

The purpose of this hearing is to receive public comment concerning the proposed amendment as described above.

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

MURRAY CITY CORPORATION

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Brooke Smith  
City Recorder

DATES OF POSTING: November 14, 2025

UCA 10-9a-204

#### **LOCATIONS OF POSTINGS – AT LEAST 10 CALENDAR DAYS BEFORE THE PUBLIC HEARING:**

1. Utah Public Notice Website.
2. City's Official Website.
3. (City Hall) Public Location Reasonably Likely to be Seen by Residents (where proposed impact fee facilities will be located – i.e., service area).
4. Mailed to Each Affected Entity

ORDINANCE NO. 25-\_\_\_\_\_

AN ORDINANCE RELATED TO LAND USE; AMENDS THE GENERAL PLAN TO ADOPT AND ADD THE MURRAY CITY WATER USE AND PRESERVATION ELEMENT.

BACKGROUND

Chapter 3 of the 2017 Murray General Plan (the “General Plan”) presents a “framework for the future” of Murray City (the “City”) and indicates that the primary goal of the General Plan is to “guide growth to promote prosperity and sustain a high quality of life for those who live, work, shop, and recreate in Murray.”

In 2022, the Utah State Legislature passed Senate Bill 110 which amended certain provisions of Part 4 of Title 10, Chapter 9a of the Utah Code, the Municipal Land Use, Development, and Management Act (“LUDMA”). The 2022 amendments to LUDMA require most municipalities to develop a water use and preservation element to be integrated into a city’s General Plan to provide direction to cities across the state to better manage water resources and ensure access to safe and clean water supplies.

The Murray City Water Use and Preservation Element (the “Water Use Element”) was prepared in coordination with City staff from the Community and Economic Development Department and the Water Division of the Public Works Department to address current and future water supply, demand, and conservation practices and to ensure reliable and sustainable service for residents and businesses throughout the City.

The proposed Water Use Element helps to provide clear and objective goals for the City to move forward in implementing the General Plan and furthering growth, prosperity, and a high quality of life for individuals who live, work, shop, and recreate in the City. The proposed Water Use Element is in harmony with the goals and initiatives of the General Plan.

After hearing the matter and citizen comments, the Planning Commission forwarded a recommendation of approval to the City Council for the proposed Water Use Element addition to the General Plan.

NOW, THEREFORE, be it enacted by the Municipal Council of Murray City as follows:

*Section 1. Purpose.* The purpose of this ordinance is to adopt amendments to the General Plan.

**Section 2.** Amendment. The attached amendment to the General Plan, specifically the Murray City Water Use and Preservation Element, is hereby adopted as part of the Murray City General Plan.

**Section 3.** Effective date. This Ordinance shall take effect upon first publication and filing of copy thereof in the office of the City Recorder of Murray City, Utah.

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

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Council Chair

ATTEST:

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Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

MAYOR'S ACTION: Approved

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

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was published according to law on the \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

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Brooke Smith, City Recorder

**Attachment**

MCCD Strategic Area Plan

## GENERAL PLAN AMENDMENT(S)

### Water Use and Preservation Element - Project #25-102 - Adding new chapter to the 2017 General Plan

Zachary Smallwood presented this agenda item. The Planning and Water Divisions requested a review and recommendation to the City Council on the Water Use and Preservation Element of the General Plan. Mr. Smallwood said the State of Utah passed Utah Senate bill 110 in 2022, requiring cities to enact a Water Use and Preservation Chapter in their General Plans by the end of 2025. He noted that a copy of staff's draft was provided to the commissioners in the packet. He provided context for what the State of Utah required for the new water element. He covered each of the sections of the element. He said that it addresses the overall goal, which is to ensure policies, ordinance and capital funding strategies are in place that will provide the resources for supply, infrastructure and conservation goals to be met. Mr. Smallwood outlined the five objectives, along with implementation strategies, to accomplish the overall goal. He said that implementing this section of the General Plan will allow the 2024 Water Conservation Plan to have a larger impact. Staff recommends the Planning Commission forward a recommendation of approval to the City Council for the proposed addition to the General Plan, adopting the Water Use and Preservation Element.

Aron Frisk from the Water Division spoke regarding the request.

A brief discussion was had regarding rates that residents will be paying for water usage. Mr. Frisk said a rate study was conducted in spring 2025, concluding that Murray City had the lowest rates in Salt Lake Valley. Another study was conducted that concluded Utah (and Idaho) had the lowest rates among western states.

Commissioner Hacker asked what the anticipated decrease in water usage might be after implementing the five objectives. Mr. Frisk said several of these elements have been in process for decades. He said they've been engaged in formal water conservation plans since 2014. He said the results of the reduced usage are shown in a graph located in the packet.

A discussion was had regarding the amount of water used for irrigation versus indoor sewer. Mr. Frisk said that an average of 60% of water usage is from irrigation, accounting for the fact that some homes use a large volume for watering lawns.

Commissioner Pehrson asked what percentage of water usage is residential versus non-residential. Mr. Frisk said he believes it's about 51% residential.

Commissioner Pehrson asked if the Water Division would be profitable. Mr. Frisk said the wording in the report indicated that they would cover operational expenses and improvement projects. If there are any excess funds collected, those are transferred back to Murray City's general fund. Mr. Frisk said the Water Division currently contributes 7% to the general fund.

Mr. Frisk said they are installing a new AMR system that will allow them to see usage for each customer for each hour of the day. New water meters are currently being installed. He said that each meter has continuous monitoring, which would allow them to detect leaks. If detected, a notification will be sent to the customer.

Chair Richards asked how the new ordinance will be enforced to limit water use during restricted time periods. Mr. Frisk said the new meters will be able to inform them. He said there won't be a penalty, but it will be an opportunity to educate on proper water usage.

Chair Richards opened the agenda item for public comment. Seeing no comments, the public comment period was closed.

Commissioner Hildreth made a motion that the Planning Commission forward a recommendation of approval to the City Council for the proposed addition to the general plan adopting the Water Use and Preservation Element as reviewed in the Staff Report

Seconded by Commissioner Pehrson. Roll call vote:

A Hacker  
A Hildreth  
A Hristou  
A Pehrson  
A Richards

Motion passes: 5-0



AGENDA ITEM # 06 Water Use and Preservation Element			
<b>ITEM TYPE:</b>	General Plan Amendment		
<b>ADDRESS:</b>	Citywide	<b>MEETING DATE:</b>	October 16, 2025
<b>APPLICANT:</b>	Community & Economic Development Department	<b>STAFF:</b>	Zachary Smallwood, Planning Manager
<b>PARCEL ID:</b>	N/A	<b>PROJECT NUMBER:</b>	25-102
<b>REQUEST:</b>	Planning Division requests a review and recommendation to the City Council on the draft Water Use and Preservation Element of the General Plan.		

## I. STAFF REVIEW & ANALYSIS

### Background

The Utah State Legislature passed SB 110 in 2022 which requires most municipalities to develop an element of the General Plan related to water use and preservation. Murray City Community and Economic Development Staff in conjunction with the Murray City Water Division began crafting this element in April of 2025.

### Purpose

The purpose of the legislation is largely a response to multiple years of continued drought conditions across the state. There is also concern for water levels at reservoirs and the Great Salt Lake. The Water Element provides direction for the City to support the efforts across the state to better manage our water and ensure that everyone is able to have access to safe, clean water.

Water and Planning Division Staff drafted the proposed chapter to reflect the formatting of the current General Plan. This includes an overall goal with objectives and strategies. There are recommendations within the plan to ensure that the city is continually reviewing how it is doing with proposed completion dates for specific projects.

Representatives of the Water Division of the Public Works Department will be at the Planning Commission meeting to help answer any questions that the Planning Commission may have regarding the plan.

## **II. CITY DEPARTMENT REVIEW**

The proposed chapter was drafted in conjunction with the Water Division and was recommended to move forward to adoption.

## **III. PUBLIC INPUT**

Notices were sent to Affected Entities and posted on City and State Public Meeting website for these amendments. As of the date of this report, no comments have been received.

## **IV. FINDINGS**

Based on the analysis of the proposed amendments and review of the Murray City General Plan, staff concludes the following:

1. The proposed Water Use and Preservation Element as drafted meets the requirements of Utah Code §10-9a-403(3)(b).
2. By adopting this element Murray City is furthering their sustainability, resilience, and efficient water use goals.
3. The drafted plan aligns the Water Department's masterplan and conservation plans.

## **V. CONCLUSION/RECOMMENDATION**

The Planning Commission may choose to either recommend approval, approval with modifications or denial of the proposed amendment to the General Plan. The Commission may also choose to continue the item to a future meeting in order to consider additional information.

Based on the background, analysis, and the findings within this report, Staff recommends that the Planning Commission forward a recommendation of APPROVAL to the City Council for the proposed addition to the general plan adopting the Water Use and Preservation Element as reviewed in the Staff Report.



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## NOTICE OF PUBLIC HEARING

October 16th, 2025, 6:30 PM

The Murray City Planning Commission will hold a public hearing in the Murray City Municipal Council Chambers, located at 10 East 4800 South, Murray, UT to receive public comment on the following applications:

**Amendments to Chapter 17.76 Supplementary Development Standards to implement section 17.76.165 Residential Ponds. This provides regulations around ponds in residential areas and when a permit is required.**

**General Plan Amendment to enact the Water Use and Preservation Element as required by Utah State law.**

To make comments regarding this proposal, the public may speak at the meeting, call the Murray City Planning Division at (801) 270-2430, or email [pc@murray.utah.gov](mailto:pc@murray.utah.gov).

The meeting will be streamed online, at [www.murraycitylive.com](http://www.murraycitylive.com) or [www.facebook.com/MurrayCityUtah/](http://www.facebook.com/MurrayCityUtah/).

## **Murray City Water Element – General Plan**

### **INTRODUCTION**

Murray City's Water Element addresses current and future water supply, demand, and conservation practices to ensure reliable and sustainable service for residents, businesses, and institutions. This element is coordinated with the Murray City Water Division, the 2024 Water Conservation Plan, and the City's capital and financial planning documents.

Attitudes toward water supplies are changing. Water is no longer seen as a boundless resource, but as a valuable commodity that needs to be managed carefully. With this shift in attitude, conservation is becoming a larger part of water suppliers' plans to meet future water needs. Many water suppliers throughout the country have adopted conservation programs. Benefits of these programs include:

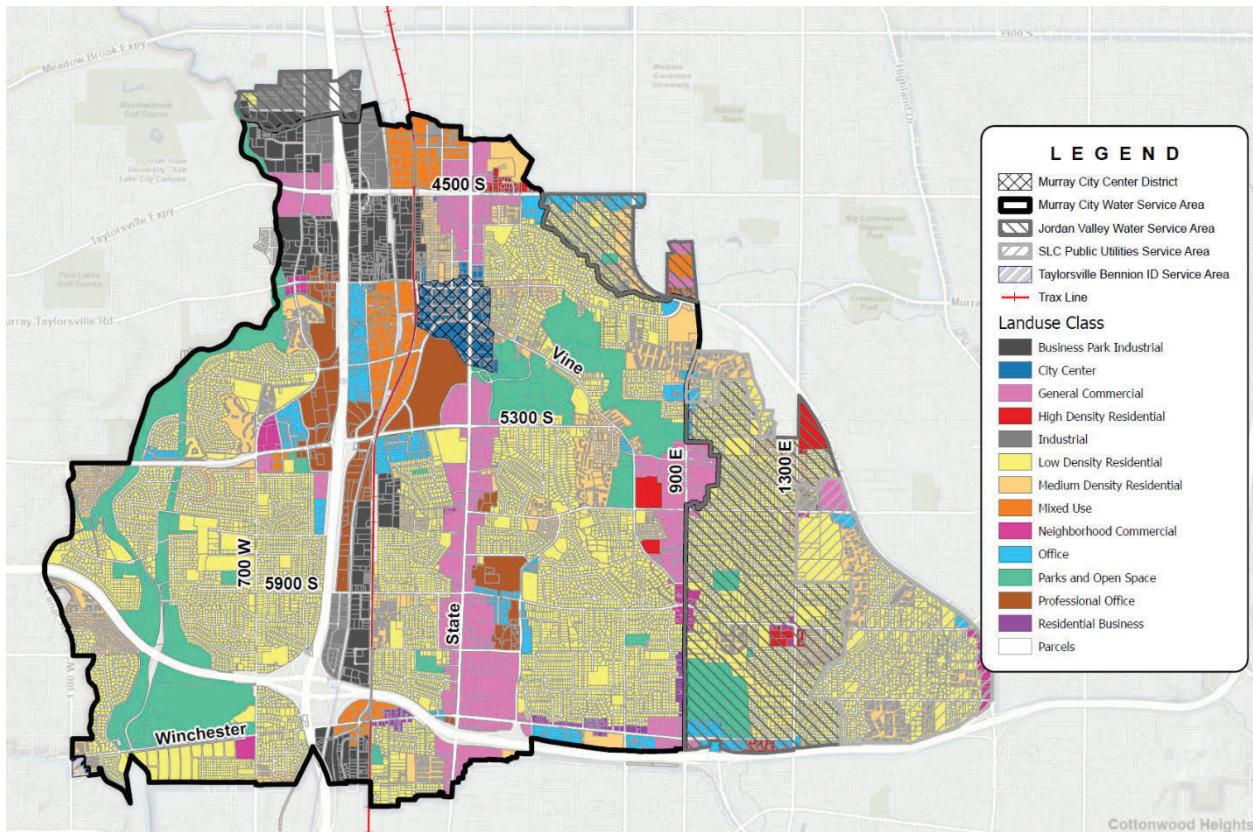
- Using existing water supplies more efficiently.
- Maximization of existing water conveyance, treatment, and distribution facilities.
- Delaying or deferring the expense of construction or capital improvement projects.
- Reducing the need for additional water supplies.

Murray City recognizes the benefits of conservation programs. The City recognizes that per capita use will be at higher levels without emphasis on and a clear plan for conservation. It also recognizes that there are still many benefits of further conservation efforts.

### **SYSTEM PROFILE**

#### **Murray City Water System Service Area**

Murray is located within Salt Lake County and has a population of 50,637 residents based on the 2020 Decennial Census. Murray City's corporate boundaries include an area larger than the City's water system service area. As a result, projecting water demands requires identifying the service area's population and population growth. The Murray City water system service area serves approximately 80 percent of the City area. The Jordan Valley Water Conservancy District (JVWCD) supplies approximately 13 percent of the City area while Salt Lake City Public Utilities (SLCPU) supplies the remaining 7 percent. Taylorsville Bennion Improvement District serves an area less than 0.5 percent of the total Murray City area at the southwest portion of the City (near Winchester Street and 1300 West).



## SUPPLY INFORMATION

Water for the water system in Murray City's service area is supplied by 8 springs and 19 wells. These sources currently have adequate capacity to meet the projected future demands assuming that all sources are operating. However, in planning for needed system water source capacity, it is important to consider the potential of mechanical failure, equipment maintenance, source contamination, as well as the potential for unforeseen future land use changes that could include new large water users. To account for these possibilities, it is Murray City's goal to meet projected peak day water demand with a 20 percent water source reserve. Based on this planning criterion, Murray City has sufficient source capacity through current project development opportunities. Per capita water demand in Murray City has historically declined because of proactive conservation efforts and high-density redevelopment. Continued conservation and redevelopment trends are expected to further reduce per capita demands.

Existing and future needs will be met by leveraging both current capacity and future capital improvements. Maintaining Murray City's level of service requires sustained investment. Impact fees, water rates, and capital projects identified in the Water Master Plan & Water Impact Fee Facilities Plan will provide the financial mechanism to expand and replace infrastructure as growth occurs. The City will periodically update its Impact Fee Analysis and Rate Study to ensure fairness, legal compliance, and financial sufficiency.

Water demand forecasts are based on Equivalent Residential Units (ERUs) and peak day demand projections prepared in the City's Water Impact Fee Facilities Plan. In addition to water demand forecasts, Murray recognizes the importance of addressing water equity (ensuring affordable access for all households), ecosystem water needs (such as groundwater-dependent habitats), and hazard mitigation (drought resilience, seismic risks to infrastructure, and climate-related vulnerabilities). These considerations will guide long-range planning and investment priorities.

### Water Demands for Existing and Future Development Conditions

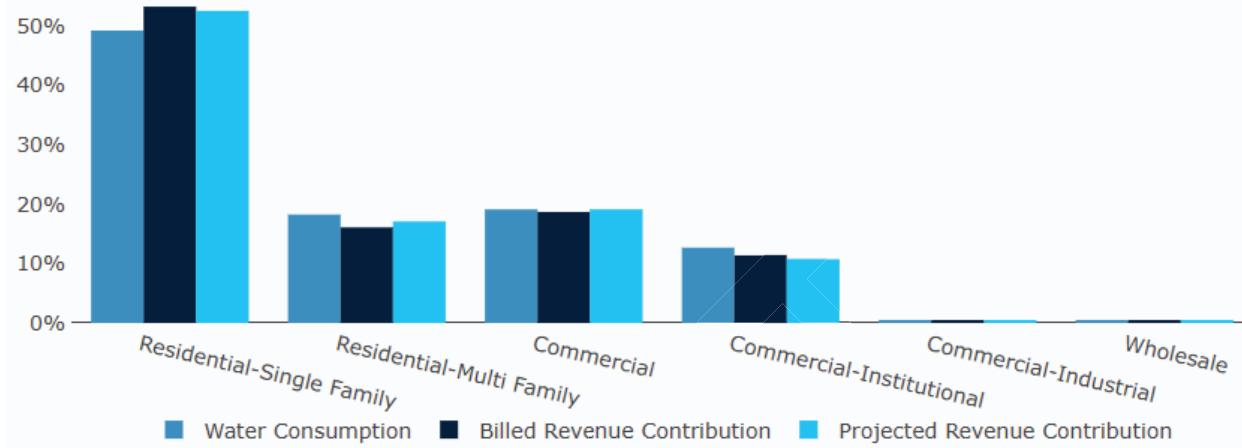
	<i>Unit</i>	2023 (Existing)	2065
<b>Total Water Use (Residential + Non-Residential)</b>	<i>million gallons</i>	3,175	4,120
<b>Residential Population</b>		42,002	67,622
<b>Average Day Demand (ADD)</b>	<i>million gallons per day</i>	8.7	11.3
	<i>gallon per minute</i>	6,040	7,839
	<i>gallons per capita per day</i>	207	167
<b>Peak Day Demand (PDD)</b>	<i>million gallons per day</i>	22.0	26.2
	<i>gallon per minute</i>	15,244	18,197
	<i>gallons per capita per day</i>	523	387
<b>Peak Hour Demand (PHD)</b>	<i>million gallons per day</i>	31.0	36.95
	<i>gallon per minute</i>	21,495	25,657
	<i>gallons per capita per day</i>	737	546

### WATER USAGE & SYSTEM CONNECTIONS

The Murray City water system includes residential, commercial, industrial, and institutional connections. Murray City has minimal secondary water usage with only one well, Germania Well, used to irrigate City parks along the Jordan River Parkway, Willow Pond & Murray City Golf Course. Roughly 88 percent of the meters in Murray City are residential connections, accounting for 62 percent of the total water use. Hence, residential water use represents the largest single area for potential conservation. However, Murray also has a significant number of commercial and industrial connections. While comprising only about 10 percent of the total number of meters, commercial and industrial customers accounted for roughly 20 percent of Murray City water use. Institutional water use is not far behind commercial and industrial water use accounting for about 18 percent of the water use with only 2 percent of the total connections. Thus, non-residential accounts should not be overlooked as potential contributors to future conservation efforts. Gallons per capita per day (GPCD) is a measurement used to represent water use for an area and is the standard practice among water professionals. GPCD includes all the uses mentioned; it is calculated by totaling all water use and dividing by the residential population.

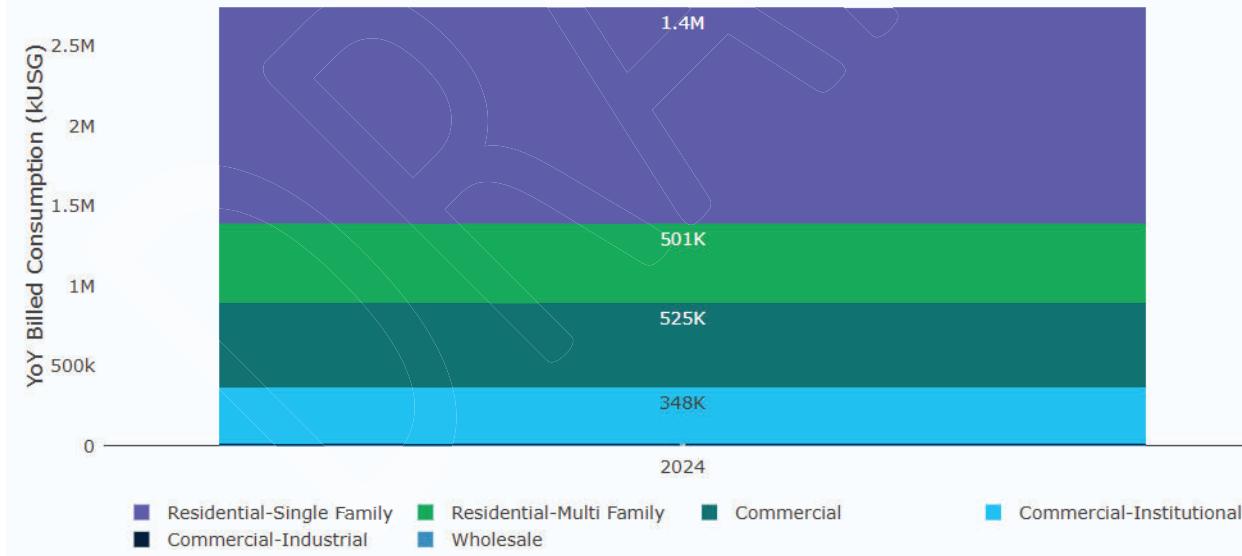
## Billing Equity

2024 Year 1 Period To 2024 Year 12 Period



## Annual Water Demand

2024 Year 1 Period To 2024 Year 12 Period kUSG Volume

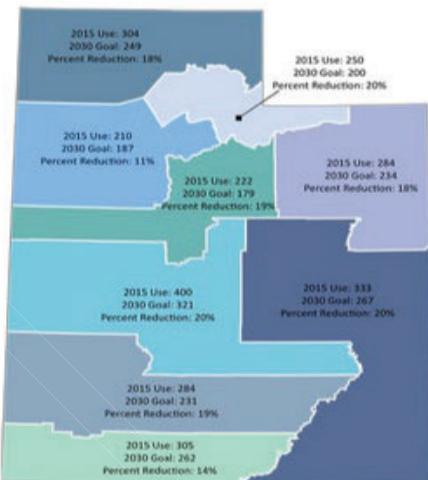


## SALT LAKE REGION WATER CONSERVATION GOALS

The *Utah Regional Municipal and Industrial (M&I) Water Conservation Goals Report* presents a suite of regional goals and practices for residential, commercial, institutional, and industrial water use. The purpose of the report is not to provide a detailed water conservation plan for all regions in the state, but to guide the state's water industry in planning future infrastructure, policies, and programs consistent with Utah's semiarid climate and growing demand for water. As illustrated below, the report breaks the State of Utah into nine water regions and proposes that the Salt Lake region, where Murray is located, embraces a goal of decreasing water use by 11 percent by 2030. Local water suppliers, local communities such as Murray, and businesses are encouraged to adopt this target as they implement water conservation efforts and pursue regional water use goals.



**M&I Water Conservation Regions  
2015 Use Vs 2030 Goals**



A regional approach allows the goals to be tailored for nine different regions and takes into account climate, elevation, and each region's characteristics. Note: Use is measured in gallons per capita per day.

**Proposed Regional M&I 2030 Water Conservation Goals and Future Goal Projections**

Region	2015 Baseline (gpcd)	2030 Goal		2040 Projection		2065 Projection	
		Goal (gpcd)	Reduction from 2015	Projection (gpcd)	Reduction from 2015	Projection (gpcd)	Reduction from 2015
Bear River	304	249	18%	232	24%	219	28%
Green River	284	234	18%	225	21%	225	21%
Lower Colorado River North	284	231	19%	216	24%	205	28%
Lower Colorado River South	305	262	14%	247	19%	237	22%
Provo River	222	179	20%	162	27%	152	32%
Salt Lake	210	187	11%	178	15%	169	19%
Sevier River	400	321	20%	301	25%	302	24%
Upper Colorado River	333	267	20%	251	25%	248	25%
Weber River	250	200	20%	184	26%	175	30%
Statewide	240	202	16%	188	22%	179	26%

Note M&I = municipal and industrial; gpcd = gallons per capita per day based on permanent population. Reported per-capita use includes all residential, commercial, institutional, and industrial uses averaged over the permanent population in each region.

## MURRAY CITY WATER CONSERVATION GOALS

The current *Murray City Water Conservation Plan* was updated and adopted in 2024 and outlines the goals below. The purpose of a water conservation plan is to provide information regarding existing and proposed water conservation measures that will help conserve water in the state so that adequate supplies of water are available for future needs. Water conservation plans include water-use reduction goals as well as implementation strategies.

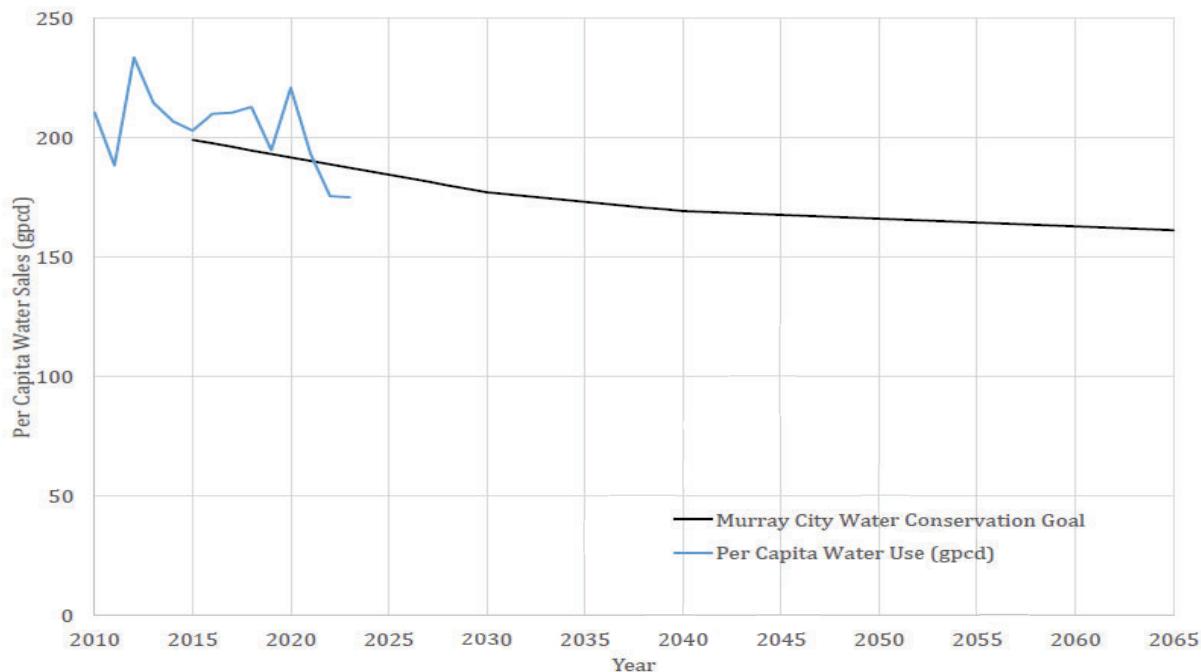


Figure 7: Historic & Future Conservation Goal Per Capita Water Use

## WATER CONSERVATION PRACTICES

The following sections document both existing and proposed water conservation practices in the City. To organize the information, each section groups conservation practices by the following major conservation categories:

- Conservation Public Awareness Practices
- Education and Training Practices
- Rebates, Incentives, and Rewards
- Ordinances and Standards
- Water Pricing
- Improvements to Physical System

## CURRENT CONSERVATION PRACTICES

Each water conservation program that Murray City is currently implementing is discussed in detail below (organized by major conservation categories):

### Conservation Public Awareness Practices:

- **Elementary Education Program (Water Wise Kids)** – Murray City has partnered with the National Energy Foundation (NEF) to implement a water wise education program for all 4<sup>th</sup> grade students in the Murray School District. The program includes classroom presentations to these students on water and conservation. The City provides the students with a take-home water kit that includes toilet leak detector tablets, a dual spray swivel

aerator and a shower timer. The City also holds a drawing contest that coincides with the WaterSense “Fix a Leak Week” that the students participate in and awards prizes to winners from each of the schools. The winner of the contest wins a pizza party for their entire class. Participating teachers have evaluated this program with very high reviews and responded that they would conduct this program again and recommend it to their colleagues.

- **Public Outreach Booths** – The City’s water department is actively involved in providing public outreach booths at various community events including the Farmers’ Market, youth soccer games or sporting events, 4th of July activities and other local activities. The City uses these opportunities to distribute water conserving materials and educate the community members about conservation and the City’s water system.
- **Earth Day** – Each year, to help celebrate Earth Day, the City holds an event for 4th grade students and teaches the kids ways they can help conserve water around their home. After a short presentation, the students receive water bottles and backpacks with the City’s conservation logo on them.
- **WaterSense Program Partner** – WaterSense is a voluntary partnership program created by the United States Environmental Protection Agency (EPA) with the goal of protecting the nation’s water supply by promoting and enhancing the market for water-efficient products and services and consistently spreading the message of water efficiency. Murray City has utilized many of the tools provided by WaterSense. The City also participates in many of the events including Fix A Leak Week and Shower Better Week.
- **Consumer Confidence Report** – Each year, water conservation information is included in the consumer confidence report. This report is sent to all Murray City customers and is posted on the City’s web site. The report also includes information on the City’s water sources, water quality information, and conservation tips.
- **Online/Social Media** – The City’s website provides information about conservation as well as links to other conservation-oriented websites. Conservation messaging is also posted on and distributed through social media.
- **Water Wise Landscaping** – Many of the City’s landscapes have been converted to water wise landscaping. The increased use of water wise landscaping and the installation of rain sensors has helped the City conserve water and demonstrate outdoor water conserving practices.
- **Water-Waster Notification Program** – The City maintains a water-waster notification program where citizens can call in and report an observed water-waster. As water wasters are identified, an employee of Murray Water Department contacts the customer and provides tips on indoor and outdoor water conservation to help the customers reduce their usage.
- **High Consumption Notices** – The City sends “high consumption/possible leak” notices to customers when their monthly consumption is higher than normal.

#### **Rebates, Incentives & Rewards:**

- **Utah Rivers Council’s RainHarvest Program** – The City has partnered with Utah Rivers Council RainHarvest program to reduce the cost of the rain barrels for residents. This

program encourages community members to collect rainwater, reduce culinary water use and improve water quality of rivers, streams, and lakes.

- **Turf Trade** – The City started its participation in this program in 2024. Murray City provides Turfgrass Water Conservation Alliance (TWCA) seed to our residents at cost. This grass seed requires thirty percent less water than typical Kentucky Bluegrass. Residents can purchase this from Murray City Water every Friday from the first Friday in April through the last Friday in September. In 2024, 211 residents participated and 620 five lb bags of seed were distributed, enough to replace over 7 acres of typical Kentucky Bluegrass.
- **Landscape Incentive Program** – Residential & Commercial Landscape Incentive Program offers up to \$3 per square foot of lawn you replace with water-efficient landscaping. Landscaping project options include park strip, side yard, and full yard conversions.
- **Toilet Replacement** – Residents can receive up to \$150 by replacing an old toilet (manufactured before 1994) with a WaterSense labeled toilet.
- **Smart Controller** – Residential & Commercial Smart Controller Program offers cash incentives to replace your irrigation controller with a smart, water-efficient one. Residents can earn a rebate of up to \$100 when they purchase an eligible WaterSense-labeled smart controller for your yard.
- **Showerhead** – Residents can receive rebates of up to \$25 per showerhead when replacing a showerhead with a new EPA WaterSense labeled version. The use of WaterSense labeled showerheads conserves water at the use point.
- **Strategic Water Management Pilot Program** – Residents are eligible for a water use assessment to determine eligible incentives or management practices to conserve water through facility and fixture upgrades or to enhance water use management practices. Strategic Water Management offers customizable incentives for many project types that may conserve water. Rebates are calculated at a rate of \$50 per 1,000 gallons of water projected to be saved.
- **Commercial Toilet Replacement** - Commercial, multi-family, industrial, and institutional properties within district boundaries can receive incentives to replace low-efficiency toilets with high-efficiency toilets. Toilets and urinals must be EPA WaterSense approved. Rebate amounts: Tank style toilets: up to \$150 per fixture – Tankless style toilets: up to \$250 per fixture – Urinals: up to \$250 per fixture.
- **Ice Machine Replacement** - Incentives are available to install ENERGY STAR approved ice machines. Water cooled ice machines can use up to 100 gallons of water per 100 lbs of ice. Converting to an ENERGY STAR air cooled ice machine will reduce the water demand significantly for the same amount of ice. Rebate amount is fifty percent of the ice machine cost up to \$1,000.
- **Showerhead Replacement** – Residents may apply to receive incentives to install EPA WaterSense approved showerheads in commercial, multi-family, industrial or institutional facilities that must be less than 1.75 gallons per minute at 80 PSI. Rebate amount is fifty percent of real product costs up to \$50 per fixture.
- **Lavatory Faucet Replacement** – Residents and businesses may receive incentives to install EPA WaterSense approved lavatory faucets. Upgrade your manually operated lavatory faucets to EPA WaterSense approved sensor operated Faucets. The sensor must be

tuned to turn the water off immediately if the sensor is not activated. Rebate amount is up to fifty percent of the real product costs up to \$100 per faucet.

#### **Ordinances & Standards:**

Murray City has some existing ordinances intended to encourage water conservation:

- **Ordinance 13.08.140: Executive Orders of Mayor Limiting Use of Water** – This ordinance states that in the event of scarcity of water, the Mayor has the power to place restrictions on water use and provide penalties for those not in compliance.
- **Ordinance 13.08.120: Wasting Water Prohibited** – This ordinance prohibits the pressurized irrigation of landscape between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. any violation of this ordinance results in a penalty for those not in compliance.

#### **Water Pricing:**

- **Tiered Water Pricing Schedule** – In 2025 the City established a new tiered rate structure to encourage water conservation (full rate schedule is in Figure 3). All water connections are charged a monthly base rate based on the meter size with no monthly water allowance included in the base rate. Each tier in the structure charges a higher rate based on the quantity of water being used.

#### **Improvements to Physical System:**

- **Mainline Replacement Program:** Murray City has repaired and replaced 1 percent of Murray City's distribution pipe network on an annual basis.
- **Upgraded SCADA Control System:** There are continuous improvements to the SCADA system to increase the overall water system operating and reporting efficiency. The City is currently transitioning their Automated Meter Reading (AMR) system to an Advanced Metering Infrastructure (AMI) system. This project is anticipated to be completed by 2025. AMI systems automate collection of meter data around the City and can actively measure use, identify leaks, and educate customers on use. Generally, AMI technology can help encourage water conservation more for each customer by helping customers proactively monitor water use. The customer portal provides 24-hour leak detection notifications to customers.

### **NEW CONSERVATION PRACTICES PLANNED FOR IMPLEMENTATION**

There are several new conservation practices that the City has either recently started to implement or will implement in the next five years. Murray City plans to continue all of the current conservation practices and implement the recommendations that were approved during the adoption of the Water Conservation Plan (see below).

#### **Water Pricing:**

- **Update Tiered Water Rate Pricing to Further Incentivize Conservation** – Murray City currently has a tiered water rate structure that encourages conservation. This water rate

has been updated in 2025, and it is structured to ensure that pricing of the water system is self-sustaining for water utilities.

#### **AMI:**

- **Equipment** - Murray City is installing Advanced Metering Infrastructure (AMI) across its water system, with full completion planned for 2026. AMI provides real-time water-use data, helping the City quickly detect leaks, improve efficiency, and reduce costs. Customers benefit from more accurate billing, detailed usage information, and early leak alerts, while the utility gains better tools for conservation and future planning.
- **CUWCD & Yoppify Public Outreach Platform** - Provides Murray Water modern, data-driven conservation tools. Automated leak detection, irrigation-use monitoring, and targeted turf conversion outreach all tie directly into personalized conservation messaging—residents aren't just told to "save water," they receive timely, tailored alerts and step-by-step guidance specific to their household. This targeted communication, backed by CUWCD's conservation priorities, improves awareness and drives behavior change more effectively than broad campaigns. By automating leak notices, irrigation reminders, and even rebate invitations, Murray can cut wasted water, reduce strain on its system, and engage residents in stewardship.

#### **Improvements to Physical System:**

- **Well Sustainability Study** – Murray City plans to conduct a well sustainability study specifically to determine a reliable aquifer yield to ensure no serious aquifer depletion is occurring. Wells are the main source of water supply in Murray City and as such ensuring sustainable use of aquifer is paramount to water supply for future growth.
- **Investigate Leak Detection Technologies** – Murray City will meet with advanced leak detection equipment vendors to explore options to identify leaks via new technologies. A budget or plan will be created if research shows merit for available options.

### ***WATER USE & PRESERVATION: GOALS, POLICIES & IMPLEMENTATION MEASURES***

- Ensure reliable and sustainable water supply for existing and future residents.
- Integrate water planning with land use regulations and development review processes.
- Maintain financial sufficiency through periodic updates to impact fees and water rates.
- Promote water equity and hazard resilience in long-term planning.
- Align General Plan objectives with the City's 2024 Water Conservation Plan.

#### **Implementation**

Murray will continue coordinating with the Water Division, Planning Department, and regional water providers to ensure that supply, infrastructure, and conservation goals are met. The City will evaluate policies, ordinances, and capital funding strategies on a regular basis to ensure that water planning and land use decisions remain fully integrated.

## WATER ELEMENT OVERALL GOAL

Ensure policies, ordinances, and capital funding strategies are in place that will provide the resources for supply, infrastructure, and conservation goals to be met.

### Objective 1: Ensure reliable and sustainable water supply for existing and future residents

Strategy: Install Advanced Metering Infrastructure (AMI) across the Murray City water system by December 31, 2026.

Strategy: Conduct a well sustainability study by December 31, 2028, specifically to determine a reliable aquifer yield to ensure no serious aquifer depletion is occurring.

Strategy: Reduce institutional water use by evaluating landscaping on public property and determining ways to reduce water usage.

### Objective 2: Integrate water planning with land use regulations and development review processes.

Strategy: The Water Division will coordinate with the Planning Department and regional water providers to ensure that supply, infrastructure, and conservation goals are met.

Strategy: By December 31, 2025; amend landscaping standards for both residential and commercial uses to reduce the amount of turf grass in parkstrips and non-active areas.

### Objective 3: Maintain financial sufficiency through periodic updates to impact fees and water rates.

Strategy: Conduct water rate pricing adjustments annually/biennially to ensure that the pricing of the water system is self-sustaining for the water utilities.

### Objective 4: Promote water equity and hazard resilience in long-term planning.

Strategy: By automating leak notices, irrigation reminders, and even rebate invitations, Murray can cut wasted water, reduce strain on its system, and engage residents in stewardship. Cooperating with CUWCD & Yoppify to digitally communicate these objectives by December 31, 2026. Coincides with the completion of the AMI Implementation.

Strategy: In conjunction with Community and Economic Development fund and create a green infrastructure plan to increase resiliency across the city by December 31, 2030.

Objective 5: Align General Plan objectives with the City's 2024 Water Conservation Plan.

Strategy: Implementing this section of the General Plan will allow the 2024 Water Conservation Plan to have a larger impact around the city.

DRAFT



# MURRAY CITY COUNCIL



# Water Use and Preservation Element

General Plan Amendment to enact the Water  
and Preservation Element.





## History

- State passed SB 110 in 2022 requiring cities to enact a water use and preservation chapter to their General Plans.
- In coordination with the Murray City Water Division, the Planning Division began drafting the chapter in April of 2025.



## Overall Goal

Ensure policies, ordinances, and capital funding strategies are in place that will provide the resources for supply, infrastructure, and conservation goals to be met.



## Objective and Strategies

Objective 1: Ensure reliable and sustainable water supply for existing and future residents

- Strategy: Install Advanced Metering Infrastructure (AMI) across the Murray City water system by December 31, 2026.
- Strategy: Conduct a well sustainability study by December 31, 2028, specifically to determine a reliable aquifer yield to ensure no serious aquifer depletion is occurring.
- Strategy: Reduce institutional water use by evaluating landscaping on public property and determining ways to reduce water usage.



## Objective and Strategies

Objective 2: Integrate water planning with land use regulations and development review processes.

- Strategy: The Water Division will coordinate with the Planning Department and regional water providers to ensure that supply, infrastructure, and conservation goals are met.
- Strategy: By December 31, 2025; amend landscaping standards for both residential and commercial uses to reduce the amount of turf grass in parkstrips and non-active areas.



## Objective and Strategies

**Objective 3: Maintain financial sufficiency through periodic updates to impact fees and water rates.**

- Strategy: Conduct water rate pricing adjustments annually/biennially to ensure that the pricing of the water system is self-sustaining for the water utilities.



## Objective and Strategies

Objective 4: Promote water equity and hazard resilience in long-term planning.

- Strategy: By automating leak notices, irrigation reminders, and even rebate invitations, Murray can cut wasted water, reduce strain on its system, and engage residents in stewardship. Cooperating with CUWCD & Yoppify to digitally communicate these objectives by December 31, 2026. Coincides with the completion of the AMI Implementation.
- Strategy: In conjunction with Community and Economic Development fund and create a green infrastructure plan to increase resiliency across the city by December 31, 2030.



## Objective and Strategies

Objective 5: Align General Plan objectives with the City's 2024 Water Conservation Plan.

- Strategy: Implementing this section of the General Plan will allow the 2024 Water Conservation Plan to have a larger impact around the city.

## Planning Commission Action

The Planning Commission held a public hearing on October 16<sup>th</sup>, 2025 and voted 5-0 to recommend that the City Council adopt the Water Use and Preservation Element of the General Plan.

## Staff Recommendation

The Murray City Planning Commission and staff recommends that the City Council ADOPT the proposed Water Use and Preservation Element of the General Plan as reviewed in the Staff Report.



MURRAY  
CITY COUNCIL

# Discussion Item #4



**MURRAY**

## Council Action Request

# City Attorney's Office

**No fault claims relating to damage caused by electricity, water, sewer, and golf balls.**

**Committee of the Whole**

Meeting Date: November 18, 2025

<b>Department</b> Director G.L. Critchfield	<b>Purpose of Proposal</b> To consider increasing the maximum amount paid out in a no fault claim (power, water, sewer, golf ball).
<b>Phone #</b> 801-264-2640	<b>Action Requested</b> Approve increasing the amount from \$5K to \$10K for no fault claims (power, water, sewer, golf ball).
<b>Presenters</b> G.L. Critchfield	<b>Attachments</b> Proposed Ordinance amendments
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> This will increase the amount of claims paid from the Risk Fund.
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Currently, when there is damage to a resident's real and/or personal property that is caused by a power surge, a sewer backup, water main break or by an errant golf ball -- and where the City is not liable for the incident -- the City nevertheless has a policy of paying up to \$5,000 for power, water and sewer incidents and up to \$300 for a golf ball incident. The "no fault" ordinances are older and the \$5,000/\$300 amounts are outdated and less than other cities pay. (Not all cities pay no fault claims.)
<b>Mayor's Approval</b>  <i>Doug Hill</i> Date November 4, 2025	An increase to \$10,000/\$500 would bring the city's no fault ordinances into line with the increasing costs residents and visitors (in the case of golf balls) pay to mitigate and repair damage and into line with the few other cities who also pay no fault claims.

ORDINANCE NO. 25 \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 3.52.060, 3.54.060, AND 3.56.070 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO NO FAULT UTILITY AND GOLF BALL CLAIMS.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this ordinance is to amend Sections 3.52.060, 3.54.060, and 3.56.070 of the Murray City Municipal Code relating to no fault utility and golf ball claims.

*Section 2. Amendment.* Sections 3.52.060, 3.54.060, and 3.56.070 of the Murray City Municipal Code shall be amended to read as follows:

[CHAPTER 3.52  
NO FAULT POWER DEPARTMENT CLAIMS]

3.52.060: MAXIMUM PAYMENTS:

No payment under this chapter may exceed any of the following:

- A. ~~FiveTen~~ thousand dollars (\$510,000.00) per incident; or
- B. Annual appropriation of funds regardless of number of claims involved. (Ord. 16-34)

...

[CHAPTER 3.54  
NO FAULT WATER AND SEWER CLAIMS]

3.54.060: MAXIMUM PAYMENTS:

No payment under this chapter may exceed any of the following:

- A. ~~FiveTen~~ thousand dollars (\$510,000.00) per incident; or
- B. Annual appropriation of funds regardless of number of claims involved. (Ord. 16-35)

...

[CHAPTER 3.56  
NO FAULT GOLF BALL CLAIMS]

3.56.070: MAXIMUM PAYMENTS:

No payment under this chapter may exceed any of the following:

- A. ~~ThreeFive~~ hundred dollars (\$3500.00) per vehicle;
- B. One thousand dollars (\$1,000.00) per incident; or

C. Annual appropriation of funds regardless of number of claims involved. (Ord. 17-17)

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

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

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Chair

ATTEST:

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Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

MAYOR'S ACTION: Approved

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

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

## CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the    day of           , 2025.

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Brooke Smith, City Recorder



MURRAY  
CITY COUNCIL

# Discussion Item #5



**MURRAY**

# Mayor's Office

## Mutual Use of Facilities Agreement

### Council Action Request

**Committee of the Whole**

Meeting Date: November 18, 2025

<b>Department Director</b> Brett Hales	<b>Purpose of Proposal</b> A Resolution approving/amending an Interlocal Agreement with the Murray School District for mutual use of facilities.
<b>Phone #</b> 801-264-2600	<b>Action Requested</b> Actionable
<b>Presenters</b> Doug Hill	<b>Attachments</b> Resolution, Agreement, White Paper
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> \$25,000 revenue decrease to General Fund \$4,700 revenue decrease to Golf Fund
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> This amends an Interlocal Agreement with the Murray School District as follows: <ol style="list-style-type: none"><li>1. Mayor and Superintendent determine whether an event is District or City sponsored.</li><li>2. No charge for rental fees, administrative fees, utility fees, custodial fees, capital improvement/replacement fees, maintenance fees, lifeguard fees, advertising fees, technician fees, supervision fees.</li><li>3. City to allow the Murray Education Foundation to use the golf course without charge for one golf tournament each year.</li></ol>
<b>Mayor's Approval</b> 	
<b>Date</b> November 3, 2025	

**Continued from Page 1:**

4. City to provide one school resource officer at high school and junior highs without charge.
5. District to allow City to place four advertisements per month in its electronic newsletter without charge.

RESOLUTION NO. R25-

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY, THE MURRAY CITY SCHOOL DISTRICT AND THE MURRAY EDUCATION FOUNDATION FOR MUTUAL USE OF FACILITIES.

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, Murray City (“City”) and the Murray City School District (“District”) are “public agencies” as contemplated in Utah Code Ann. § 11-13-101, *et seq.* – Interlocal Cooperation Act and the Murray Education Foundation is a Utah non-profit corporation (“MEF”) closely related to the District; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the City, the District, and the MEF is necessary; and

WHEREAS, a joint use concept can provide for the maintenance and operation of existing facilities for their better utilization by both parties; and

WHEREAS, the City and the District have beneficially entered into cooperative agreements for various projects; and

WHEREAS, a joint use agreement would allow and encourage the City, the District, and the MEF to work together in planning, developing, and building facilities for joint use; and

WHEREAS, the City and the District have already entered in an agreement effective June 1, 2023 regarding the use of facilities in the District’s Hillcrest Junior High; and

WHEREAS, the City, the District, and the MEF agree to work cooperatively together to effectuate a joint use of facilities owned by the parties.

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

1. It hereby approves the Interlocal Cooperation Agreement, in substantially the form attached hereto; and
2. The Interlocal Cooperation Agreement is in the best interest of the City; and

3. Mayor Brett A. Hales is hereby authorized to execute the Agreement on behalf of City and act in accordance with its terms.

PASSED AND APPROVED this    day of           , 2025.

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Chair

ATTEST

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Brooke Smith, City Recorder

**ATTACHMENT**

Interlocal Cooperation Agreement for Mutual Use of Facilities

## **INTERLOCAL AGREEMENT FOR MUTUAL USE OF FACILITIES**

THIS AGREEMENT is made and entered into by and between the Murray City School District, a political subdivision of the State of Utah (hereinafter known as "District"), Murray Education Foundation, a Utah nonprofit corporation (hereinafter known as "Foundation"), and Murray City Corporation, a municipal corporation of the State of Utah (hereinafter known as "City").

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the District, Foundation, and the City is necessary; and

WHEREAS, a joint use concept can provide for the maintenance and operation of existing facilities for their better utilization by all parties; and

WHEREAS, the District and the City have beneficially entered into cooperative agreements for various projects; and

WHEREAS, a joint use agreement would allow and encourage the District, Foundation, and the City to work together in planning, developing, and building facilities for joint use; and

WHEREAS, the City and the District have already entered in an agreement made effective June 1, 2023, regarding the use of facilities in the District's new Hillcrest Junior High (Hillcrest Jr. High Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and in reliance thereon, and pursuant to the Utah Interlocal Cooperation Act (Section 11-13-1 et seq, Utah Code), it is agreed by and between the parties as follows:

1. The District shall make available to the City for City-sponsored events, activities, or programs ("City Events") all District facilities which are not needed for the conduct of District Events, and which are suitable for said City Events. The City shall make available to the District for District-sponsored events, activities, or programs ("District Events") all City facilities which are not needed for the conduct of City Events and which are suitable for said District Events.
2. The Mayor and Superintendent shall have the sole authority to determine whether an Event is a District or City Event.
3. The District shall have first priority to use of District facilities; the City shall have second priority to use District facilities; and entities not a party to this agreement shall have priority thereafter as regulated by the District. The City shall have first priority to use City facilities; the District shall have second priority to use City facilities; and entities not

a party to this agreement shall have priority thereafter as regulated by the City. For District facilities, District use shall be scheduled on or before June 30th of the year. The City shall have between July 1st and July 15th, to schedule their events before District facilities are made available for public rental. After July 15th, City may schedule events based upon availability.

4. District and the City agree to the use of each other's facilities at no charge. Specifically, the parties shall waive fees, such as rental fees, administrative fees, utility fees, custodial fees, capital improvement/replacement fees, maintenance fees, supervision fees, lifeguard fees, advertising fees, technician fees, and similar expenses or fees, for the use of their respective facilities for District and City Events. For the sake of clarity and for the purposes of this provision 3, the following terms have the following meanings: (a) the waiver of "supervision fees" means that the City shall have a supervisor on site paid for by the City (a City employee) when using a District facility for a City activity. Similarly, the District shall have a supervisor on site paid for by the District (typically a teacher or coach) when using a City facility for a school activity; (b) Maintenance fees include scheduled tasks such as refinishing floors, over seeding athletic fields, prepping fields for games, mowing, repairing mechanical, plumbing or electrical, and other activities that preserve the asset's usability.
5. The City shall allow the Murray Education Foundation to use the Murray Parkway Golf Course and golf carts without charge for one golf tournament each year. The Murray Education Foundation shall allow the City to place four advertisements per month in its electronic newsletter without charge.
6. The City shall provide one school resource officer each at Murray High school and Hillcrest and Riverview junior high schools without charge.
7. It will be the responsibility of each party to pay the cost of repair for damage to property resulting from the party's Event.
8. The parties agree to be responsible for the maintenance, management, control, and operation of their respective facilities. The parties shall be responsible for formulating rules and regulations governing reservation policies, hours of operation, and the conduct of staff and patrons for their respective facilities. Nothing herein shall be construed to prevent the parties from entering into any future agreements related to the use, maintenance and operation of a facility under terms and conditions which differ from those described in this Agreement.
9. All requests for use of District facilities shall be made in writing by the City Mayor, or designee, and will be subject to the approval of the Superintendent of Schools, or designee. All requests for use of City facilities shall be made in writing by the District's Superintendent of Schools, or designee, and will be subject to the approval of the City Mayor, or designee.

10. If, after a request to use the City or District facility has been approved, a conflict arises, City and District may mutually agree in writing to provide an alternate space to meet the City's or District's needs.
11. City and District shall provide the name and phone number of an individual who can be contacted after-hours in the event there is a problem with the facility.
12. It is further agreed that in the event of any dispute or difference arising as a result of a City or District Event being conducted on the sites jointly used or as to the use of a party's facility, the dispute or difference shall be brought to the attention of the Superintendent of Schools and the City Mayor, or their designees.
13. Uses of facilities must be in accordance with the rules and policies of the District or the City, respective to the ownership of the facility requested. The parties further agree to abide by state and federal laws and regulations.
14. The City will furnish and supply all expendable materials necessary to conduct City Events, unless otherwise agreed. Likewise, the District will furnish and supply all expendable materials necessary to conduct District Events, unless otherwise agreed.
15. The parties hereto agree that agents, employees, or representatives of each party shall not be deemed to be the agents, employees, or representatives of the other.
16. The City shall maintain a policy of comprehensive general liability including athletic participant protection and indemnifying the District, its elected and appointed officials, its employees, and agents against any and all claims, suits, and actions rising out of or in connection with the use of the District's facilities and/or property as granted pursuant to this Agreement. Policy limits shall be in the amount of at least \$5,000,000 public liability for each occurrence. Said policy shall contain a provision requiring the carrier to provide at least 30 days notice prior to a cancellation or amendment of a policy. A certificate of insurance shall be issued naming the District, its elected and appointed officials, its employees, and agents as additional insured with respect to the policy.
17. The District shall maintain a policy of comprehensive general liability including athletic participant protection and indemnifying the City, its elected and appointed officials, its employees, and agents against any and all claims, suits, and actions rising out of or in connection with the use of the City's facilities and/or property as granted pursuant to this Agreement. Policy limits shall be in the amount of at least \$5,000,000 public liability for each occurrence. Said policy shall contain a provision requiring the carrier to provide at least 30 days notice prior to a cancellation or amendment of a policy. A certificate of insurance shall be issued naming the City, its elected and appointed officials, its employees, and agents as additional insured with respect to the policy.
18. This Agreement constitutes the entire understanding of the parties and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein.

19. This Agreement may be terminated at the end of any fiscal year by either party. Any amendment or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.
20. This Agreement shall be construed in accordance with the laws of the State of Utah.
21. This Agreement is subject to the annual appropriation of funds by the City Council.
22. Nothing in this Agreement shall be deemed to change, modify or amend the obligation of the City and the District under other Agreements entered in to.
23. Nothing in this Agreement shall be deemed to change, modify or amend the obligations of the City and the District under the Hillcrest Junior High Agreement.

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

MURRAY SCHOOL DISTRICT

ATTEST:

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Jennifer Covington, Superintendent

APPROVED AS TO CONTENT:

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MURRAY EDUCATION FOUNDATION

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Doug Perry, Executive Director

MURRAY CITY

ATTEST:

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Brett A. Hales, Mayor

APPROVED AS TO FORM:

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G.L. Critchfield, City Attorney

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Brooke Smith, City Recorder

APPROVED AS TO CONTENT:

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Kim Sorensen, Director  
Parks and Recreation Department

# Mutual Use of Facilities

## City Use

Gyms	\$170,152
Tennis	5,148
Fields	1,000
Arts	22,760
<b>TOTAL</b>	<b>\$199,060</b>

## School Use

Swimming Pool	\$42,715
Baseball	10,350
Cross Country	3,075
Golf	500
MEF Golf	4,700
SRO's	*110,000
<b>TOTAL</b>	<b>\$171,340</b>

- \* Cities in Jordan School District \$70,000
- Cities in Canyons School District \$75,000 - \$80,000
- Murray (Granite School District) \$45,000
- Holladay \$45,000
- Taylorsville (Granite School District) No cost



MURRAY  
CITY COUNCIL

# Discussion Item #6



**MURRAY**

# **Mayor's Office**

## **School Resource Officers Agreement with Murray District**

### **Council Action Request**

#### **Committee of the Whole**

Meeting Date: November 18, 2025

<b>Department Director</b> Brett Hales	<b>Purpose of Proposal</b> A Resolution amending the Interlocal Agreement with the Murray School District for School Resource Officers
<b>Phone #</b> 801-264-2600	<b>Action Requested</b> Actionable
<b>Presenters</b> Doug Hill	<b>Attachments</b> Resolution, Agreement
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> \$25,000 revenue decrease to the General Fund
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> This Agreement amends the Interlocal Agreement with the Murray School District relating to School Resource Officers provided by the City to the District. Major changes include: <ul style="list-style-type: none"><li>• No charge for one School Resource Officers (SRO's) at high school and two junior high schools.</li><li>• Allows SRO's to engage in other law enforcement activities related to their SRO position during school hours.</li><li>• Provides for brief time periods for an SRO to leave the campus.</li><li>• Allows the Murray Police Department to provide a substitute SRO to fill prolonged absence.</li></ul>
<b>Mayor's Approval</b> 	
<b>Date</b> November 3, 2025	

RESOLUTION NO. R25-

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY SCHOOL DISTRICT AND MURRAY CITY, RELATING TO SCHOOL RESOURCE OFFICERS PROVIDED BY THE CITY TO THE DISTRICT.

WHEREAS, Murray City ("City") and the Murray City School District ("District") are "public agencies" authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the City and the District have developed a long-term relationship of cooperation and sharing of resources to do what is in the best interest of the community; and

WHEREAS, as part of its cooperative relationship, the City and the District established a School Resource Officer Program ("Program"); and

WHEREAS, the Program has run successfully since its inception and the City and District desire to continue the Program; and

WHEREAS, the City and District entered into an interlocal cooperation agreement dated August 26, 2015 to memorialize what had been up until then an informal agreement and understanding; and

WHEREAS, the parties want to enter into an updated interlocal cooperation agreement for school resource officers compliant with recent changes to the state law governing the Program.

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

1. It does hereby approve an interlocal cooperation agreement between the City and the Murray City School District in substantially the form attached hereto; and
2. The interlocal cooperation agreement is in the best interest of the City and the District; and
3. Mayor Brett A. Hales is hereby authorized to execute the interlocal cooperation agreement on behalf of the City and to act in accordance with its terms.

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

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Chair

ATTEST:

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Brooke Smith, City Recorder

**ATTACHMENT**

Interlocal Cooperation Agreement

## INTERLOCAL COOPERATION AGREEMENT

### BETWEEN MURRAY CITY CORPORATION AND MURRAY CITY SCHOOL DISTRICT SCHOOL RESOURCE OFFICERS

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into on the [REDACTED] day of [REDACTED] 2025 by and between the **BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL DISTRICT** ("DISTRICT"), a school district and political subdivision of the State of Utah, 5102 South Commerce Drive, Building #1, Murray, Utah 84107, and **MURRAY CITY CORPORATION** ("CITY"), a municipal corporation and political subdivision of the State of Utah, 10 East 4800 South, Murray, Utah 84107.

#### RECITALS

- A. Pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann., § 11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action.
- B. Utah Code Ann. § 53G-8-703 provides that a school district may contract with a law enforcement agency to provide School Resource Officer services at its schools after board of education review and approval of the agreement.
- C. The CITY and the DISTRICT are "public agencies" authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, to enter into agreements with each other for the joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage.
- D. The CITY and the DISTRICT have developed a long-term relationship of cooperation and sharing of resources to do what is in the best interest of the community.
- E. As part of its cooperative relationship, the CITY and the DISTRICT established a School Resource Officer Program ("Program").
- F. The purpose of the Program is to provide for the health, safety, and welfare of Murray City public school students by providing a partnership program involving one police officer or School Resource Officer ("SRO") assigned by the CITY Police Department ("Police Department") to Hillcrest Junior High School, one SRO assigned to Riverview Junior High School and one SRO assigned to Murray High School.

- G. The Program has run successfully since its inception and the CITY and DISTRICT want to continue the Program.
- H. The parties, through their respective governing bodies, have determined it is in their best interest to enter this Agreement for the provision of School Resource Officers to maintain safe schools, improve school climate, and support educational opportunities for students.
- I. The governing bodies of the SCHOOL DISTRICT and CITY have agreed to adopt this Agreement to provide for the joint and cooperative action for their mutual advantage to provide SRO services efficiently and effectively on SCHOOL DISTRICT property and in connection with SCHOOL DISTRICT programs.
- J. This Agreement replaces and supersedes any agreements approved and executed previously by the SCHOOL DISTRICT and CITY regarding SROs.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the SCHOOL DISTRICT and the CITY hereby agree as follows:

### **1. TERM AND TERMINATION**

- 1.1 This Agreement shall be deemed effective as of July 1, 2025 and shall continue for a period of five (5) years thereafter, terminating on June 30, 2030 unless sooner terminated as provided herein. Following the initial five-year term, this agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. A request for termination or modification shall be made in writing.
- 1.2 Notwithstanding the provisions of this Section and subject to 1.3, either party may terminate this Agreement by giving 90 days written notice prior to the end of the current school year. Notice will be delivered in writing to the other party.
- 1.3 Only under extraordinary circumstances will this Agreement be terminated by either party during the school year, with 90 days prior written notice.

### **2. PURPOSE**

This Agreement is for the purpose of jointly providing one (1) SRO to serve at Murray High School, one (1) SRO to serve at Riverview Junior High School, and one (1) SRO to serve at Hillcrest Junior High School.

### **3. COST OR PAYMENT**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. The CITY shall budget and be responsible for all payments related to employment of the SRO. The CITY shall be responsible for all other costs and matters associated with employing and maintaining the SROs, including, but not limited to, salaries, payroll taxes, workers compensation insurance, benefits, automobile, uniforms, training equipment, etc. The parties have entered into that certain Agreement for Mutual Use of Facilities, dated [REDACTED], 2025, and it is agreed and acknowledged for purposes of this Agreement that CITY will provide one SRO at each of the schools identified in Section 2 above at no further charge to the DISTRICT. The parties have determined and agree that the mutual covenants, conditions, and promises contained in this Agreement and in the Agreement for Mutual Use of Facilities provide adequate consideration for this Agreement.

### **4. RESPONSIBILITIES**

#### **4.1 Murray City Police Department (“MCPD”) Responsibilities:**

- a) The SROs shall be employees of the CITY and shall be subject to the administration, supervision and control of MCPD.
- b) The CITY will pay the costs for the police officers to support the SRO Services subject to annual appropriation by the CITY. The CITY will furnish any equipment that state law requires for provision of the SRO Services or that the Parties jointly agree is necessary for the success of the SRO Services.
- c) Scheduling, deployment, and supervision of SROs will be the responsibility of MCPD taking into account the school year calendar of the school where each SRO is assignment is in session.
- d) The SROs shall be subject to all personnel policies and practices of MCPD except as such policies or practices may be modified by the terms and conditions of this Agreement.
- e) CITY, through MCPD, in its sole discretion, shall have the power and authority to hire, remove/reassign, discipline, and discharge the SROs.
- f) As MCPD employees, SROs will be subject to the chain of command of MCPD.
- g) If a principal determines an assigned SRO fails to meet agreed-upon standards of conduct, that principal should contact the DISTRICT's designated administrator (currently Jennifer Covington, Superintendent), who will arrange a

meeting with the principal, the SRO's MCPD supervisor (the "Supervisor"), and the SCHOOL DISTRICT's designated administrator. The meeting will provide an opportunity to discuss concerns and allow a reasonable amount of time for the Supervisor to resolve the issue. If the issues are not resolved to the reasonable satisfaction of the DISTRICT, its Superintendent or designee (the "Superintendent") may make a written request to the CITY's Chief of Police to assign a different MCPD officer as the SRO for that school, in which event the Chief of Police shall make every reasonable effort to expeditiously assign a new SRO for that school. MCPD reserves the right to remove/reassign any SRO upon written notification to the DISTRICT.

- h) The Chief of Police and the Superintendent, or their designees, shall determine the working hours of the SROs supporting the SRO Services, taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside of these regular hours shall be by mutual agreement in writing between that school's principal and the MCPD's designee.
- i) Although SROs remain CITY employees, SROs are required to be on the campus of the school(s) they are assigned to unless performing duties directly related to the SRO Services. In such absences, the SRO shall attempt to inform the principal of such absence from the school prior to the event requiring them to be away from the school, but, if prior notice is not possible, then the SRO shall report and explain the absence as soon as possible afterwards to the principal.
- j) MCPD will ensure that the Supervisor maintains communication with the schools' administrators throughout the school year to evaluate the performance of services provided by the SROs.
- k) MCPD will provide the DISTRICT with a "point of contact" to facilitate SRO Services communications. MCPD's point of contact for the schools shall be the Supervisor.

#### 4.2 DISTRICT Obligations and Responsibilities:

- a) If a principal determines an assigned SRO fails to meet agreed-upon standards of conduct, that principal should contact the DISTRICT's designated administrator (currently Jennifer Covington, Superintendent), who will arrange a meeting with the principal, the SRO's MCPD supervisor (the "Supervisor"), and the DISTRICT's designated administrator. The meeting will provide an opportunity to discuss concerns and allow a reasonable amount of time for the Supervisor to remediate the

issue. If the issues are not resolved to the reasonable satisfaction of the DISTRICT, its Superintendent or designee (the "Superintendent") may make a written request to the CITY's Chief of Police to assign a different MCPD officer as the SRO for that school, in which event the Chief of Police shall make every reasonable effort to expeditiously assign a new SRO for that school. MCPD reserves the right to remove/reassign any SRO upon written notification to the DISTRICT.

- b) In the unlikely event that a situation arises wherein the DISTRICT believes that a particular SRO's presence at a DISTRICT facility or event constitutes a direct and immediate threat to the safety and well-being of the DISTRICT community, the DISTRICT may direct the SRO to leave the premises and not return until the DISTRICT has resolved the issue with either MCPD or the particular SRO.
- c) The DISTRICT shall:
  - i) Provide MCPD with a "point of contact" to facilitate SRO Services communications. Until such time as the DISTRICT notifies otherwise MCPD in writing, the DISTRICT's point of contact for the schools shall be:

Scott Taggart, Director of Support Services  
phone number: 801-264-7400  
email: [sntaggart@murrayschools.org](mailto:sntaggart@murrayschools.org)

- ii) Provide an office/storage or work space for the SRO's materials and personal effects.
  - iii) Provide students, classroom, equipment and supplies for classes taught by SROs.
  - iv) Provide time for school principals or designees and the assigned SROs to attend SRO training.
  - v) Differentiate between disciplinary issues and criminal problems and respond appropriately. School administrators will handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity unless the administrator determines that SRO involvement is necessary to address a threat to the safety of students, staff and/or patrons. School administrators are solely responsible for handling routine administrative and school discipline (code of conduct) issues. School administrators are encouraged to collaborate

with the SRO on disciplinary issues and status offenses that border on criminal violations to find the most constructive and appropriate course of action.

- vi) Document any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
- vii) Arrange meetings with the SRO as needed by school administration.
- viii) Include SRO in school-wide trainings regarding school code of conduct and discipline, de-escalation, Positive Behavioral Interventions and Support and restorative justice provided to faculty.
- ix) Request SRO assistance immediately to address the criminal conduct of persons other than students.
- x) Assist with any SRO-initiated investigation and actions as needed.
- xi) Provide ongoing feedback to the MCPD designee for SRO evaluation purposes.
- xii) Notify responding SRO if any student involved in an investigation or incident requiring the assistance of the SRO has a disability and/or an Individualized Education Program, and who therefore may require special treatment or accommodations.

d) School principals shall provide SROs or law enforcement with immediate access to students when the law enforcement officer or DCFS officer is investigating allegations of child abuse, following established district protocols.

#### 4.3 Mutual Obligations and Responsibilities:

- a) MCPD and DISTRICT recognize the importance of ensuring that the SRO works collaboratively with school and DISTRICT administrators. Therefore, selection of the SRO for each school will be made through a collaborative process involving the MCPD and DISTRICT. To be assigned an SRO, a police officer must meet the following requirements:
  - i) The SRO must be a commissioned officer with an appropriate amount of law enforcement experience;
  - ii) The SRO must possess an even temperament and be able to set a good example for students; and

- iii) The SRO must possess effective communications skills that will enable the officer to function effectively within the school.
- b) Notwithstanding the foregoing, the MCPD shall make the final decision as to the placement of each SRO.
- c) MCPD and DISTRICT are jointly responsible for ensuring that the training required under Utah Code Ann. §53G-8-703(f) is provided and completed by the SRO and principal, or designee, before the beginning of each academic year. The training should include:
  - i) Childhood and adolescent development and techniques for working with youth;
  - ii) Responding age-appropriately to students;
  - iii) Working with disabled students;
  - iv) Techniques to de-escalate and resolve conflict;
  - v) Cultural awareness;
  - vi) Restorative justice practices;
  - vii) Identifying a student exposed to violence or trauma and referring the student to appropriate resources;
  - viii) Student privacy rights;
  - ix) Negative consequences and stigmatization associated with youth involvement in the juvenile and criminal justice systems;
  - x) Strategies to reduce juvenile justice involvement; and
  - xi) The role and distinctions between an SRO and other school staff who help to keep a school secure
  - xii) The standard response protocol and drills described in Section 53G-8-803;
  - xiii) An overview of the agreement;
  - xiv) Developing and supporting successful relationships with students; and
  - xv) Legal parameters of searching and questioning students on school property.

b) Should additional training be required by law, ordinances, court orders or other

contractual agreements, MCPD and DISTRICT shall jointly ensure that such training is provided and occurs.

- c) The Parties' point of contact shall meet twice each school year to discuss how the SRO Services are functioning in the various schools and any specific needs or concerns of the schools and SROs.

#### 4.4 Duties of SROs

- a) One SRO will be assigned to the Murray High School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the DISTRICT's School Security Specialist, or designee, and work to create a cooperative, proactive, and problem-solving approach between law enforcement and the school.
- b) The high school's SRO will teach a vocational law enforcement course each semester at the high school, if requested by the DISTRICT.
- c) One SRO will be assigned at Riverview Junior High School and one SRO will be assigned at Hillcrest Junior High School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the District's School Security Specialist, or designee, work to create a cooperative, proactive, and problem-solving approach between law enforcement and the school, and respond to the needs of the junior high schools. The junior high school SROs will provide and teach a curriculum, jointly selected by MCPD and District, at the junior high schools. The SRO will teach classes at the junior high schools on a schedule determined by the school pursuant to guidelines developed by the DISTRICT.
- d) SROs are expected to be present at their designated school during school hours, on school calendar days, when students are in session at the school (See Utah Code Ann. §53G-8-703 (e)(i)(B)). SRO's must attend training and will have sick or vacation days during the school year. SRO's are required to conduct investigations and

interviews, book evidence, and engage in other law enforcement activities related to their SRO position during school hours. These activities may require the SRO to leave campus. The MCPD will endeavor to provide continuous SRO coverage during school hours. Due to the demands and unpredictability of law enforcement, there may be brief periods of time where there is not an SRO on campus. MCPD will provide a substitute SRO to fill any prolonged absence. This substitute will be appointed by the SRO's supervisor. A school administrator is encouraged to contact the SRO supervisor to address SRO coverage or prolonged absences from campus without substitute SRO coverage or lack of communication as stated in 4.1 (j).

- e) The point of contact for the SRO at the school is the principal (See Utah Code Ann. §53G- 8-703 (e)(i)(C)).
- f) SROs may provide additional presentations to the schools in safety and crime prevention, bullying, and may provide additional services to the DISTRICT's schools.
- g) SRO shall notify the Supervisor and the school principal or designee when absent from work due to illness, training, vacation or an agency emergency.
- h) The SROs will report to the Supervisor, who will oversee the SRO program. The SROs and Supervisor will meet regularly to identify and problem solve issues at the schools. The Supervisor will report to the supervising Lieutenant, who will report to the Chief of Police.
- i) MCPD and SROs will work closely with the DISTRICT to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed include substance abuse, violence reduction, social skills and other areas of DISTRICT and community concern.
- j) MCPD and DISTRICT understand that the SRO may use any measures to secure school property as followed through established protocols of MCPD in the event of an emergency situation that requires lock-down.
- k) The SRO Program will provide outreach to school administrators, parents, students, businesses and the community for stakeholder involvement in problem solving and solutions. It will enable MCPD and DISTRICT to form valuable joint approaches and promote ongoing continued relationships that will benefit the community. The result of this collective effort will help MCPD to provide the best public safety services to better protect our citizens and support our officers in their law enforcement work.

- l) The SRO shall initiate positive interactions with students in the classrooms and general areas of the school to promote the profession of police officers and be a positive role model, de-escalating incidents whenever possible.
- m) The SRO will be responsible for enforcing the law and is not responsible for handling routine school discipline issues. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance and consultation. Absent a threat to an individual or public safety, student conduct that occurs on school property involving public order offenses including disorderly conduct, disturbance/disruption of schools or school activities; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon (as defined in Utah Code Ann. §76-1-601(5)), shall be considered school discipline issues to be handled by school administrators. As to school policy and code violations, the SRO will take the student to the principal's office for discipline to be taken by the school officials.
- n) SRO shall confer with principal or designated school administrator to resolve issues related to offenses that are a minor violation of the law, and would not violate the law if the offense was committed by an adult. Such offenses may include use or possession of tobacco or alcohol.
- o) The SRO will be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, so the SRO will resolve the problem to preserve the safe school climate.
- p) The SRO will share information with the school's administrator about persons and conditions pertaining to campus safety concerns.
- q) The SRO shall notify parents and school administration as soon as possible upon removing a student from campus.
- r) If a student arrest is warranted at school, in a school vehicle, or at a school event, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO will be accompanied by a school principal or vice principal when arresting a student unless emergency circumstances require otherwise for the safety of the student, the SRO, and/or others.
  - i) An arrest of a student may occur on school property or at school sponsored activities when:

- (1) the SRO has probable cause to believe that the student has been or is engaged in a crime that:
  - (a) poses a real or immediate threat of injury to an individual or the public;
  - (b) constitutes property damage;
  - (c) involves the possession or use of drugs, or weapons; or
- (2) the arrest is necessary to execute a warrant that cannot be effectively executed outside of school hours.

- s) The SRO shall notify parents and the applicable school administrator as soon as possible when students are arrested or ticketed.
- t) The SRO shall question students in a manner and at a time when it has the least impact on the student's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.
- u) School administrators shall make every effort possible to handle routine discipline (tardiness, loitering, use of profanity, dress code violations, and disruptive or disrespectful behaviors) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it absolutely necessary or required by law.
- v) The SRO will emphasize the use of restorative approaches to address negative student behavior.
- w) An SRO may conduct investigatory stops or detentions of students on school property or at school sponsored events when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime.
- x) In any instance in which it becomes necessary for an SRO and/or an MCPD officer to detain, question or search a minor student on school property or at a school sponsored activity, the SRO and/or the MCPD officer will make reasonable efforts to ensure that an adult guardian or parent or school administrator is present, except in the case of emergency circumstances or investigations into allegations of child abuse.
- y) School principals shall provide SROs or law enforcement with immediate access to students when the law enforcement officer or DCFS officer is investigating

allegations of child abuse, following established district protocols.

- z) An SRO or other MCPD officers may conduct an immediate, warrantless search or seizure under emergency conditions if there is probable cause to believe that delay in getting a warrant would result in the loss of evidence, escape of the suspect, or harm to the police or public. Whenever practicable, SROs are encouraged to contact a supervisor to resolve questions regarding search and seizure issues prior to electing to take a course of action.
- aa) MCPD officers are allowed to enter a DISTRICT school, property or activity when a suspect retreats into the school, property, or activity and there is reasonable fear of escape, destruction of evidence, or injury to the police or public. Entry may also be made where a person's health, welfare, or safety is concerned.
- bb) Interviews of students by law enforcement personnel about matters unrelated to school should generally be conducted away from school during non-school hours. If an SRO and/or the CITY's police officers want to interview/question a student at school during school hours, and the purpose of the interview is criminal investigation and prosecution, the SRO and/or other MCPD officers, and the principal, or designee, shall meet to identify or confirm the student sought to be interviewed, and identify or confirm the reason(s) for the interview. The principal shall provide immediate access for such an interview if the SRO/police officer:
  - i) presents a warrant, subpoena, or legal order that cannot be effectively executed outside of school hours;
  - ii) is investigating allegations of child abuse;
  - iii) any person is in serious imminent danger;
  - iv) there is a reasonable belief that evidence is about to be destroyed;
  - v) the SRO/officer needs to act promptly to prevent flight by a person suspected of serious criminal activity; or
  - vi) the SRO/officer is in pursuit of a suspect on school property.
- cc) In the absence of any of the circumstances listed in (4.4)(bb), a principal may use his or her discretion to decide if such an interview should proceed, considering relevant factors, including, but not limited to:
  - i) The age and maturity of the student. Absent compelling circumstances, the

DISTRICT presumes that students under the age of 14 should not be interviewed without the consent of their parents or guardians;

- ii) The extent of disruption to the student's school day;
- iii) The nature of the proposed interview, i.e., whether the student is a non-suspect witness or a suspect.

- dd) If the principal determines that such an interview should go forward, the principal should attempt to notify the parents or guardians of the request for an interview, and document, in writing, that attempt.
- ee) The principal and the SRO should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the student's learning and the educational environment.
- ff) Each SRO will provide a biannual report (in January and June) to their respective high school principal or junior high school principal that documents each of the following incidents of "law enforcement activity," as defined by Utah Code Ann. §53E-3-516, that involved the SRO and a student (including the identity of the student in the report):
  - i) arrests, including the reason the student was arrested;
  - ii) search and seizure;
  - iii) issuance of a criminal citation;
  - iv) issuance of a ticket or summons;
  - v) filing a delinquency petition; or
  - vi) referral to a probation officer.

#### 4.5 Access to Education Records

- a) School officials shall allow SROs to inspect and copy any public records, including directory information, maintained by the school to the extent allowed by law. Access to student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code Ann. §53E-9-101 et seq.
- b) The DISTRICT will designate SROs as "school officials" in accordance with FERPA and SPDPA in order to ensure that SROs have lawful access to students' schedules, daily attendance, as well as directory information.

- c) If additional information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SROs only that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.
- d) If an SRO needs confidential student record information, but no emergency situation exists, the information may be released only as allowed by law.
- e) Notwithstanding any of the above, if an SRO or MCPD's law enforcement officer presents a warrant, subpoena, or court order for special educational records or video recordings, those items shall be provided as soon as possible.

#### 4.6 Law Enforcement Units

The DISTRICT will designate the DISTRICT's School Security Specialist as the DISTRICT's Law Enforcement Unit and SROs as the School's Law Enforcement Unit as provided under FERPA (Family Education Rights Privacy Act), pursuant to 20 U.S.C. 1232g(a)(4)(ii) and 34 C.F.R. 99.8. Parents shall be notified annually of these designations. All school security equipment shall be the responsibility of the DISTRICT's law enforcement unit. All school security records, including but not limited to, school security campus videotapes or school bus videotapes, are created and maintained by the DISTRICT's law enforcement unit. These records are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(ii)]. In addition, records created by the DISTRICT's law enforcement unit are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(ii)]. If the DISTRICT's law enforcement unit provides these records to the DISTRICT's officials for student disciplinary purposes, the records maintained by the school's administrative officials may become student records or educational records.

#### 4.7 Respect for Student Rights

- a) An SRO may conduct or participate in a search of a student's person, possessions, or locker where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. The ordinary warrant requirement and probable cause standard will apply for all police officers conducting investigations at a school. An SRO will use these standards when conducting or participating in a search on school grounds of a student's person, possessions, locker, or vehicle. Probable cause shall exist that a search will discover evidence that the student has committed or is committing a criminal offense.

- b) The SRO shall not ask school administrators or other school employees to interview or search a student's person, possessions or locker in an effort to circumvent these protections.
- c) A school administrator may conduct a search of a student's person, possession or locker where there is a reasonable suspicion to believe that the search will turn evidence that the student has violated or is violating the law or rules of the school, and the search is justified in scope given the nature of the suspicion.
- d) Absent a real and immediate threat to an individual or public safety, a school administrator should not ask an SRO to be present or participate in a search conducted by a school administrator.
- e) No provision in this Agreement is intended to prohibit a student from voluntarily speaking with law enforcement. Other conversations between SROs and students will be on the premise of building relationships to help develop a healthy learning environment and promote prosocial behaviors.
- f) School administrators and SROs are prohibited from conducting strip searches of students.
- g) An SRO shall not use physical restraints on a student, including handcuffs, mace, or other physical or chemical restraints, unless the student's actions pose an imminent threat or the student is subject to arrest.

## **5. GENERAL PROVISIONS**

- 5.1 Assignment: The DISTRICT shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without prior written consent of the CITY.
- 5.2 This Agreement is subject to and shall be interpreted under the laws of the state of Utah. Court venue and jurisdiction shall exclusively be in the Third Judicial District Court for Salt Lake County, Utah.
- 5.3 Performance of the CITY's obligations under this Agreement are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the CITY's obligations under this Agreement, or appropriated funds may not be expended due to CITY spending limitations, the CITY may terminate this Agreement without compensation to the DISTRICT.

- 5.4 This Agreement contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on the DISTRICT or the CITY.
- 5.5 It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity. Any third-party receiving services or benefit under this Agreement shall be deemed to be incidental beneficiaries only.
- 5.6 This Agreement may be amended only in writing and executed by duly authorized representatives of the Parties.
- 5.7 The provision of services under this Agreement is for the benefit of both Parties to the Agreement. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
- 5.8 The DISTRICT shall have no claim or action at law against the CITY for breach or termination of this Agreement by the CITY, and the DISTRICT expressly waives and releases the CITY from any claim or action at law or equity under, or resulting in any manner from, this Agreement. The CITY shall have no claim or action at law against the DISTRICT for breach or termination of this Agreement by the DISTRICT, and the CITY expressly waives and releases the DISTRICT from any claim or action at law or equity under, or resulting in any manner from, this Agreement.
- 5.9 Both Parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2011), as amended. Consistent with the terms of the Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts, which it commits or which are committed, by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by law.
- 5.10 In the event that any condition, covenant, or other provision 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.

- 5.11 This Agreement shall bind the Parties and their respective successors and assigns.
- 5.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the CITY and the DISTRICT have caused this Agreement to be duly executed as of the day and year first written above.

BOARD OF EDUCATION OF THE  
MURRAY CITY SCHOOL DISTRICT

MURRAY CITY CORPORATION

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Kelly Taeoalii, President

APPROVED AS TO FORM AND  
LEGALITY:

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

APPROVED AS TO FORM AND  
LEGALITY:

---

G.L. Critchfield, City Attorney



MURRAY  
CITY COUNCIL

# Discussion Item #7



# City Council

## 2026 Council Meeting Schedule

**MURRAY**

### Council Action Request

#### Committee of the Whole and Council Meeting

Meeting Date: November 18, 2025

<b>Department Director</b> Jennifer Kennedy	<b>Purpose of Proposal</b> Set the 2026 City Council Meeting Schedule.
<b>Phone #</b> 801-264-2622	<b>Action Requested</b> Approve resolution.
<b>Presenters</b> Jennifer Kennedy	<b>Attachments</b> Resolution, proposed schedule and list of anticipated 2026 events.
<b>Required Time for Presentation</b>	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> Review and adopt the City Council meeting schedule for 2026.
<b>Mayor's Approval</b>	
<b>Date</b> September 10, 2025	

RESOLUTION NO. R25-

A RESOLUTION ADOPTING THE REGULAR MEETING SCHEDULE OF  
THE MURRAY CITY MUNICIPAL COUNCIL FOR CALENDAR YEAR  
2026.

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

1. The regular meeting schedule of the Murray City Municipal Council for calendar year 2026 shall be as provided in the attachment.
2. The Murray City Municipal Council reserves the right to change the schedule or cancel any meetings it deems necessary consistent with the Utah Open and Public Meetings Act.
3. The City Recorder is directed to publish the attached schedule.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council of Murray City, Utah, this 18<sup>th</sup> day of November 2025.

MURRAY CITY MUNICIPAL COUNCIL

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Pam Cotter, Chair

ATTEST:

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Brooke Smith, City Recorder

**ATTACHMENT**

Meeting Schedule of the Murray City Municipal Council  
for Calendar Year 2026



**MURRAY**  
CITY COUNCIL

## **MURRAY CITY MUNICIPAL COUNCIL**

### **2026 MEETING SCHEDULE**

**Murray City Hall, 10 East 4800 South**

COMMITTEE OF THE WHOLE  
COUNCIL MEETING 6:30 p.m.

Tuesday, January 6

Tuesday, January 20

Tuesday, February 3

Tuesday, February 17

Tuesday, March 3

**Tuesday, March 24\***

Tuesday, April 7

Tuesday, April 21

Tuesday, May 5

Tuesday, May 19

Tuesday, June 2

Tuesday, June 16

Tuesday, July 7

Tuesday, July 21

Tuesday, August 4

Tuesday, August 18

Tuesday, September 1

Tuesday, September 15

Tuesday, October 6

Tuesday, October 20

**Tuesday, November 10\***

Tuesday, November 17

Tuesday, December 1

**Tuesday, December 8\***

\*March 2026 – The third Tuesday in March is March 17<sup>th</sup>. The National League of Cities Congressional Conference is scheduled for March 16 – 18, 2026, which conflicts with the March 17<sup>th</sup> meeting. Due to the NLC Conference, the meeting will be moved to March 24<sup>th</sup>.

\*November 2026 – November 3<sup>rd</sup>, the first Tuesday in November, is election day. We try not to hold council meetings on election day, so the meetings in November will be on the 10<sup>th</sup> and 17<sup>th</sup>.

\*Due to busy schedules, it is common for the council to meet the first and second Tuesdays of December instead of the first and third Tuesdays.

DRAFT



**MURRAY**  
CITY COUNCIL

# Adjournment