



**MURRAY**  
CITY COUNCIL

# Council Meeting May 16, 2023



# Murray City Municipal Council Notice of Meeting

**May 16, 2023**

Murray City Center

5025 South State Street, Murray, Utah 84107

## **Meeting Agenda**

**4:15 p.m.**      **Committee of the Whole** – Conference Room #107  
Garry Hrechkosy conducting

## **Approval of Minutes**

Committee of the Whole – April 18, 2023

## **Discussion Items**

1. Presentation of Public Works Needs Assessment and Master Plan. Russ Kakala, Chris Childs, and Jim Childs presenting (30 minutes)
2. Discussion on a resolution authorizing the execution of an Interlocal Cooperation Agreement between Murray City School District (“District”) and Murray City (“City”) for the shared use of Hillcrest Junior High facilities. Kim Sorensen presenting (10 minutes)
3. Discussion on a resolution approving and authorizing execution of an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a contribution of TRCC Funds for a new playground area in Murray Park. Kim Sorensen presenting (5 minutes)
4. Discussion on City Council Travel Policy updates. Garry Hrechkosy presenting (20 minutes)
5. Discussion on continuing to participate in the Salt Lake Urban County CDBG program. G.L. Critchfield presenting (10 minutes)

## **Adjournment**

## **Break for Redevelopment Agency Meeting (Separate Agenda)**

The public may view the Council Meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/Murraycityutah/>. Those wishing to have their comments read into the record may send an email by 5:00 p.m. the day prior to the meeting date to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov). Comments are limited to less than three minutes (approximately 300 words for emails) and must include your name and address.

**6:30 p.m.**      **Council Meeting** – Council Chambers  
Phil Markham conducting.

### **Opening Ceremonies**

Call to Order  
Pledge of Allegiance

### **Approval of Minutes**

Council Meeting – April 18, 2023  
Council Meeting – May 2, 2023

### **Special Recognition**

1. Murray City Employee of the Month, Robyn Colton, Human Resources Director. Phil Markham and Brett Hales presenting.
2. Consider a Joint Resolution of the Mayor and Municipal Council of Murray City, Utah to designate and support the week of May 21-27, 2023 as Emergency Medical Services Week. Mayor Hales, Battalion Chief Travis Bodtcher and Medical Director Adam Balls presenting.

### **Citizen Comments**

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

### **Consent Agenda**

None scheduled.

### **Public Hearings**

None scheduled.

### **Business Items**

1. Consider a resolution providing advice and consent to the Mayor's appointment of Greg Bellon as the City's General Manager of the Power Department. Mayor Hales presenting. If approved, the swearing-in ceremony will be conducted by Brooke Smith, City Recorder.
2. Consider a resolution approving the Mayor's appointment of representatives to the Intermountain Power Agency, Intermountain Power Agency Coordinating Committees, and to the Utah Associated Municipal Power Systems. Mayor Hales presenting.
3. Consider a resolution approving and authorizing execution of an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a contribution of TRCC Funds for a new playground area in Murray Park. Kim Sorensen presenting.
4. Consider a resolution adopting the City Council's Tentative Budget, as amended, for the fiscal year beginning July 1, 2023 and ending June 30, 2024, and scheduling a hearing to receive public comment before the final budget is adopted. Brenda Moore presenting.
5. Vote on continuing to participate in the Salt Lake Urban County CDBG program. G.L. Critchfield presenting.
6. Consider Council Member Dominguez 's request to attend the APPA National Conference June 16-23, 2023 in Seattle, Washington. – Rosalba Dominguez presenting.
7. Consider Council Member Turner's request to attend the APPA National Conference

June 16-23, 2023 in Seattle, Washington. – Diane Turner presenting.

## **Mayor's Report and Questions**

## **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 Council Chambers will be able to hear all discussions.

On Friday, May 12, 2023, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](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



**MURRAY**  
CITY COUNCIL

# Committee of the Whole Minutes

**MURRAY MUNICIPAL COUNCIL  
COMMITTEE OF THE WHOLE**

Meeting Minutes

**Tuesday, April 18, 2023**

Murray City Center - 5025 South State Street, Conference Room, Murray, Utah 84107

**Attendance:**

Council Members and others:

Phil Markham – Vice Chair	District #1
Diane Turner	District #4
Pam Cotter	District #2
Rosalba Dominguez	District #3 – Excused
Garry Hrechkosy – Chair	District #5

Doug Hill	Mayor Pro Tem	Jennifer Kennedy	City Council Executive Director
Brenda Moore	Finance Director	Pattie Johnson	Council Administration
Tammy Kikuchi	Chief Communications Officer	Brooke Smith	City Recorder
G.L. Critchfield	City Attorney	Aron Frisk	Public Works
Russ Kakala	Public Works Director	Jaren Hall	CED Director
Matt Erkelens	Forestry	Anthony Semone	NeighborWorks
Matt Gibbons	Murray Chamber of Commerce	Loran Pasalich	Murray Chamber of Commerce
Dave Stewart	City Lobbyist	Kory Holdaway	City Lobbyist
Citizens		Members of the Murray Chamber of Commerce	

**Conducting:** Mr. Hrechkosy called the meeting to order at 4:30 pm.

**Approval of Minutes:** Committee of the Whole – March 21, 2023.

Ms. Turner moved to approve, and Mr. Markham seconded the motion. All in favor 4-0.

**Discussion Items:**

**Presentation from the MCC (Murray Chamber of Commerce).**

Board Member and Government Relations Chairman of the MCC, Loran Pasalich shared a PowerPoint to discuss aspects and functions of the Murray Area Chamber. He read their mission statement, outlined benefits of membership, and introduced board members and ambassadors of the MCC. President and CEO, Matt Gibbons reviewed weekly networking opportunities, explained various educational events held in the community and discussed reasons for partnering with the Park City Chamber of Commerce. He spoke about Women in Business, the annual Gala, the Murray golf tournament, and highlighted recent ribbon cuttings. He described various charities that MCC supports and shared photos of past community events and discussed future outreach programs.

**2023 Legislative Summary.**

City Attorney, G.L. Critchfield and City Lobbyists, Dave Stewart and Kory Holdaway all shared in detail their general thoughts about the 2023 Legislative Session. Mr. Holdaway provided information related to all legislative bills and resolutions addressed this year. He discussed State growth and noted that 24 years ago the entire Utah State budget was less than \$2 billion; comparatively, this year the surplus alone was \$2 billion. He said the State benefited so much due to very strong ULCT (Utah League of Cities and Towns) representation who communicates critical issues effectively to all its city members. Mr. Stewart agreed not only were there record budgets of \$28 billion, but it was another record setting year for proposing and passing bills. Mr. Markham led a discussion about the caucus process and felt there was a lack of transparency. Mr. Holdaway agreed things have changed. Mr. Critchfield confirmed top issues related

to cities this year were transportation, homelessness, and affordable housing. Mr. Holdaway confirmed a record amount of money was allocated to transportation. Mr. Stewart discussed related processes that occurred, which included land use. Mr. Holdaway highlighted HB (House Bill) 406, HB301 and HB175.

**Grass removal rebate program.**

Ms. Cotter shared research that came about after a citizen's request for Murray to participate in the Utah Water Savers rebate program. In her analysis, she studied the State grass removal program, learned about the Conservation Garden Park, met with Mayor Hales and his administration and discussed the matter with City water division staff. She noted the City's existing Flip Your Strip program and Mr. Hrechkosy's recent initiative to update the related ordinance. She felt it was fine if citizens want to remove grass from other sections of their property but did not favor a rebate ultimately funded with taxpayer money.

From the Conservation Garden Park she shared information about how trees and vegetation help environments to reduce urban heat islands. She discussed how trees provide protection from harmful ultra violet rays, reduce and remove poor air quality, help lower temperatures, provide direct shading to cool buildings, and help lessen urban noise. Vegetation decreases storm water runoff and reduces pavement maintenance. Leaves remove various pollutants from the air, reduce evaporated emissions from parked vehicles, remove stored carbon and reduce greenhouse gas emissions from power plants by reducing energy demands. Healthy lawns prevent erosion by wind and water, improve flood control, reduce noise, provide wildlife habitats, and create a cooling effect during warm weather. Grass removes carbon from the air and produces oxygen. As a result, Ms. Cotter believes green yards are beneficial to cities and since the State program had many stipulations, she wondered if an educational pilot program would provide better understanding for Murray citizens.

Mr. Markham agreed another rebate program would negatively impact water department funds or cause a rate increase if a mass amount of people remove grass expecting money in return. He thought a reasonable educational program was important to properly teach citizens about minimizing landscape water use and avoid wrong expectations.

Mr. Hrechkosy agreed removing grass from other lawn areas is a personal preference and rather than add another incentive program, the City should either update the current park strip ordinance or get rid of it, since it is not enforced. Public Works Director, Russ Kakala did not think a new pilot program was necessary because the Flip Your Strip program was a good one that should be left alone. He did not favor incentivizing front yards full of gravel but agreed if citizens want to pull up grass they can. City Engineer, Trae Stokes confirmed more and more people are using the existing program. There was consensus to increase education about the existing City program, update the City's website to a more user-friendly system for finding the related educational information and not join the State program.

**Adjournment: 5:34 p.m.**

**Pattie Johnson  
Council Office Administrator III**



# Discussion Items



# Discussion Item #1



**MURRAY**


# PUBLIC WORKS DEPARTMENT

Public Works Needs Assessment & Master Plan

## Council Action Request

Committee of the Whole

Meeting Date: May 16, 2023

<b>Department Director</b> Russ Kakala  <b>Phone #</b> 801-270-2404  <b>Presenters</b> Russ Kakala Chris Childs Jim Childs          <b>Required Time for Presentation</b> 30 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>   <b>Date</b> May 2, 2023	<b>Purpose of Proposal</b> Murray City Public Works facility, needs assessment and master plan proposal.  <b>Action Requested</b> Review and discussion.  <b>Attachments</b> Needs assessment & master plan for the Public Works facility.  <b>Budget Impact</b> Approximately \$20 million for completion of the plan.     <b>Description of this Item</b> Galloway and Company was contracted to create a needs assessment and master plan for Murray City's Public Works facilities. The presentation will explain existing conditions, space needs, site plan, remodel plan and a cost comparison.
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# MURRAY PUBLIC WORKS

## Needs Assessment & Master Plan







## INDEX

**Acknowledgement**

**Process**

**Existing Conditions and Goals**

**Space Needs Summary**

**Option A – Site Plans**

**Option B – Site Plan & Remodel Plan**

**Budget**

**Questions**





## ACKNOWLEDGEMENT

**Russ Kakala**

**Ben Ford**

**Aron Frisk**

**Cody Pearson**

**Lynn Potter**

**Trae Strokes**

**Chris Child**

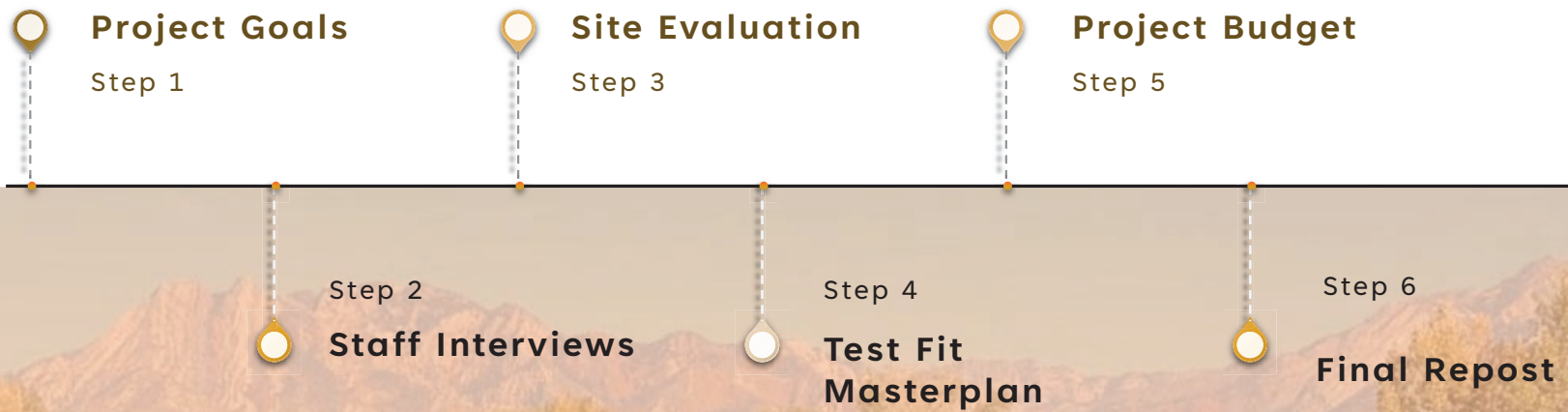
**Jim Child**

**Mrunmayee Palande**





## PROCESS





## EXISTING CONDITION

- Administration functions are divided in 2 building.
- Limited ADA access to the existing admin building.
- Admin building does not meet current Seismic requirements or requirements if Public Works facilities and operation are to be designated as essential facilities. Extensive addition to the cost if chosen to remodel.
- Location of Natural Gas Station and the associated public access is safety issue and circulation conflict.
- Fleet building and sign shop do not meet functional needs, safety, required clearances, capacity, or seismic essential facility standards.
- Operational inefficiencies and poor maneuvering space throughout the site.

## GOALS

- Consolidate Admin Building for operational functionality.
- Relocation of natural gas station near the Riverside Dr. (S 500 W) road for easy access and safety.
- Provide increased space for Fleet and sign shop.
- Improve site circulation.
- Provide segregated parking for staff, public and Public Works.
- New Building for Stormwater & Wastewater.
- New and/or Remodeled facilities to meet essential facility requirements

## SPACE NEEDS SUMMARY

The Space Needs Assessment and Master Planning process has identified the following facility needs in addition to the existing Streets Department Vehicle and Equipment Storage Building (43,850 S.F.) scheduled to remain.

Space No.	Space	Administration Building Space Requirements		New Vehicle & Equipment Building Space Requirements	
	Description				
1.0	Public Works	1,165	S.F.	0	S.F.
2.0	Stormwater & Solid Waste	1,409	S.F.	5,334	S.F.
3.0	Water	2,153	S.F.	0	S.F.
4.0	Fleet	0	S.F.	15,250	S.F.
5.0	Wastewater	1,089	S.F.	11,664	S.F.
6.0	Engineering	1,893	S.F.	0	S.F.
7.0	Building Support	486	S.F.	0	S.F.
8.0	Staff Support	3,893	S.F.	0	S.F.
9.0	Public Support	413	S.F.	0	S.F.
	Area Total	12,500	S.F.	32,248	S.F.

**Note -** The existing Administration Building is 18,000 S.F., which is substantially larger than Public Works Department space needs identified for the next 30 years.

## MASTER PLAN OPTIONS

### OPTION A

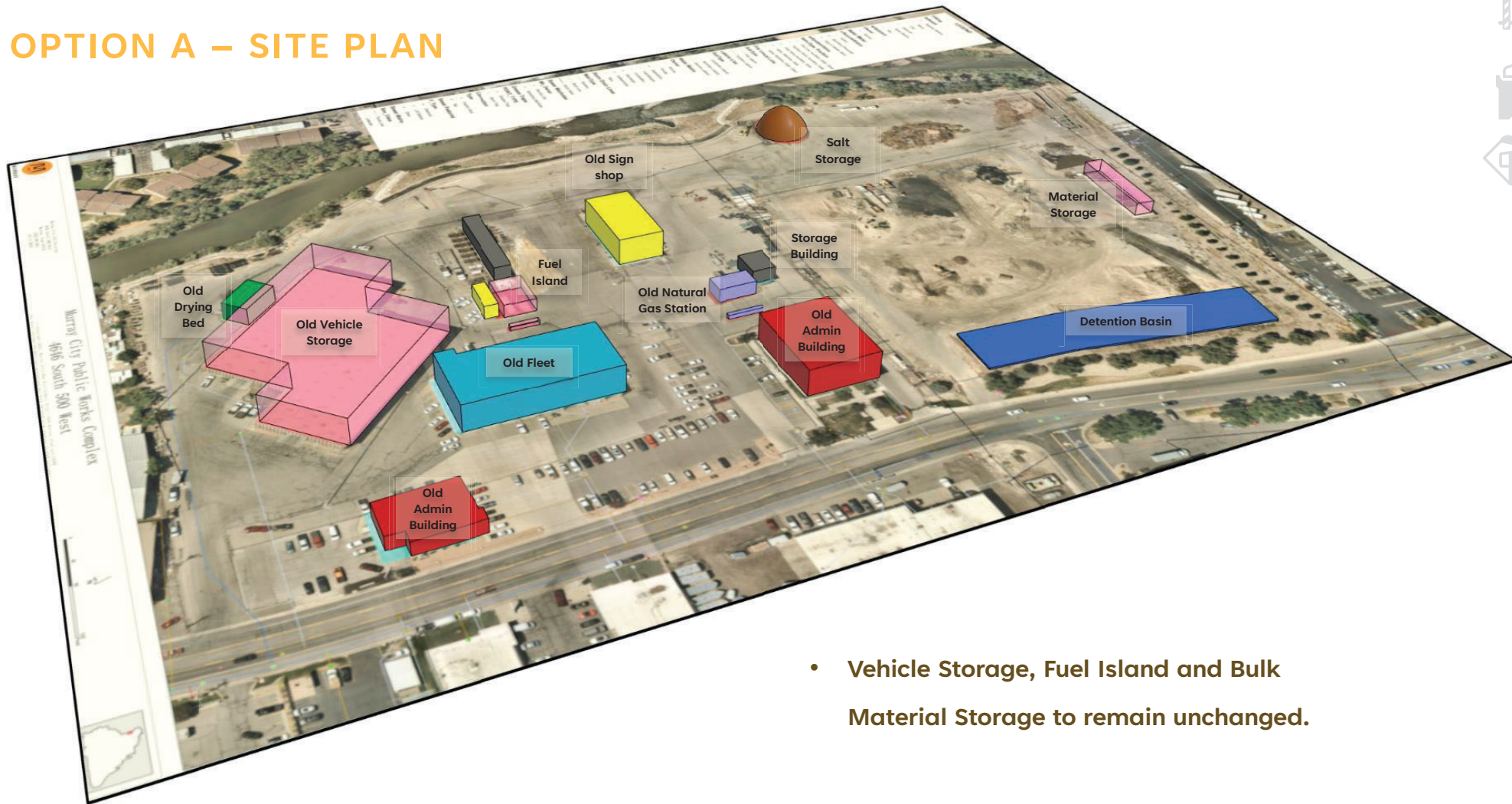
- New Consolidated Administration Building
- Demolition of Ancillary Admin Building, Old Fleet Building and Old Sign Shop.
- New Buildings for Fleet, Wastewater & Stormwater and Sign Shop
- Relocation of Natural Gas Station
- Relocation and extension of Drying Beds.

### OPTION B

- Remodel of existing Administration Building
- Demolition of Ancillary Admin Building, Old Fleet Building and Old Sign Shop.
- New Buildings for Fleet, Wastewater & Stormwater and Sign Shop
- Relocation of Natural Gas Station
- Relocation and extension of Drying Beds.

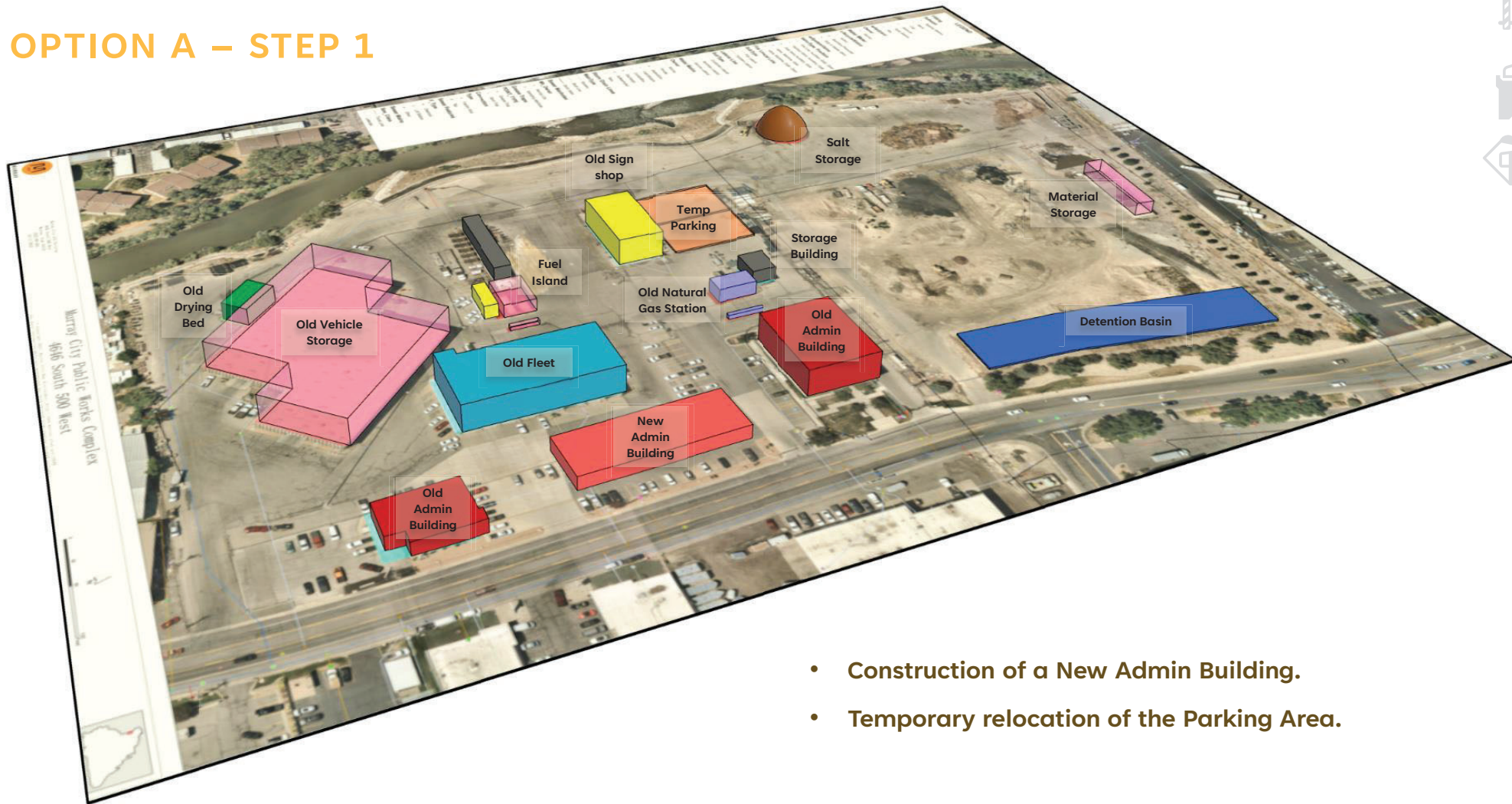


## OPTION A – SITE PLAN



- Vehicle Storage, Fuel Island and Bulk Material Storage to remain unchanged.

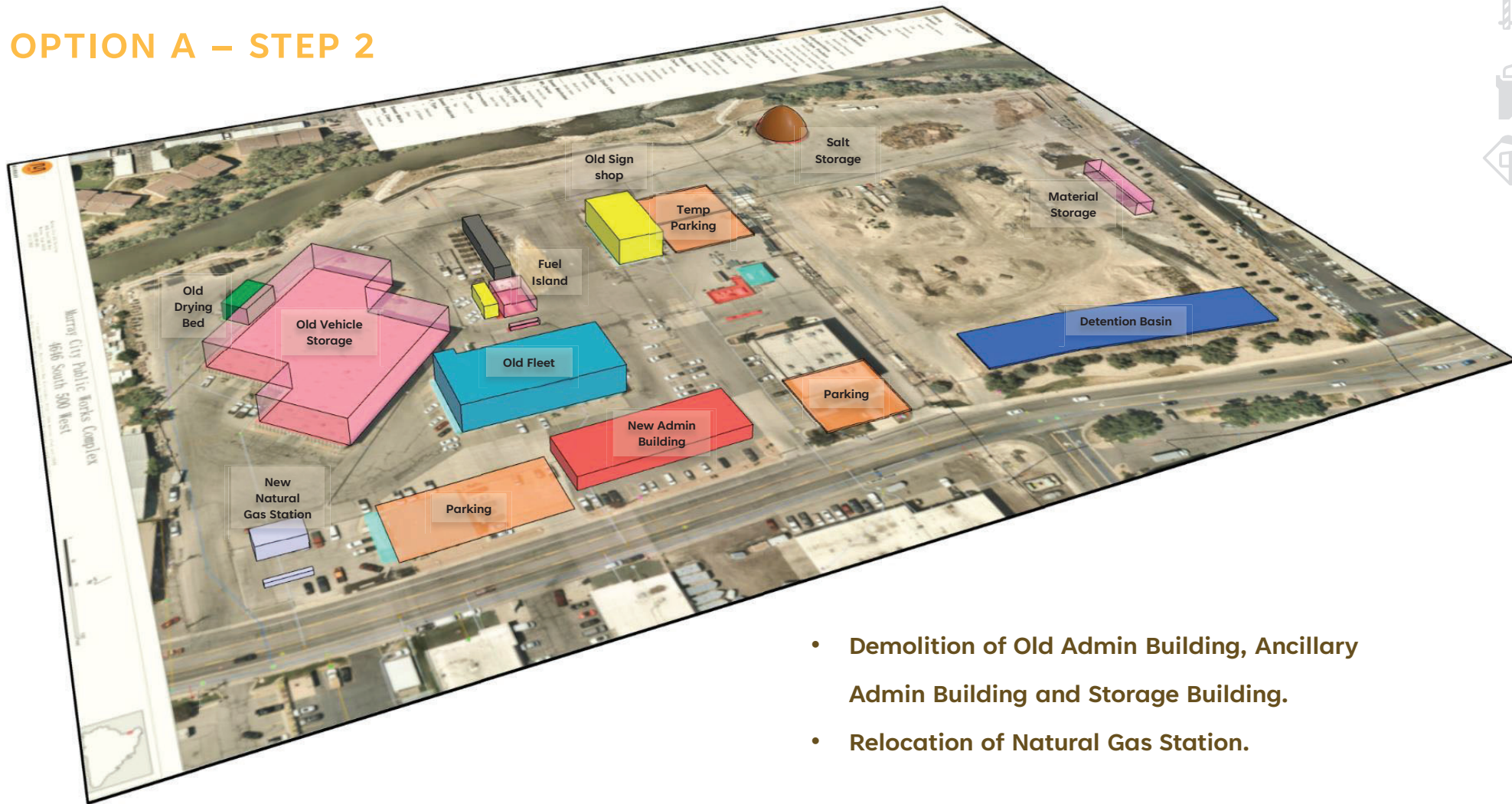
## OPTION A – STEP 1



- Construction of a New Admin Building.
- Temporary relocation of the Parking Area.

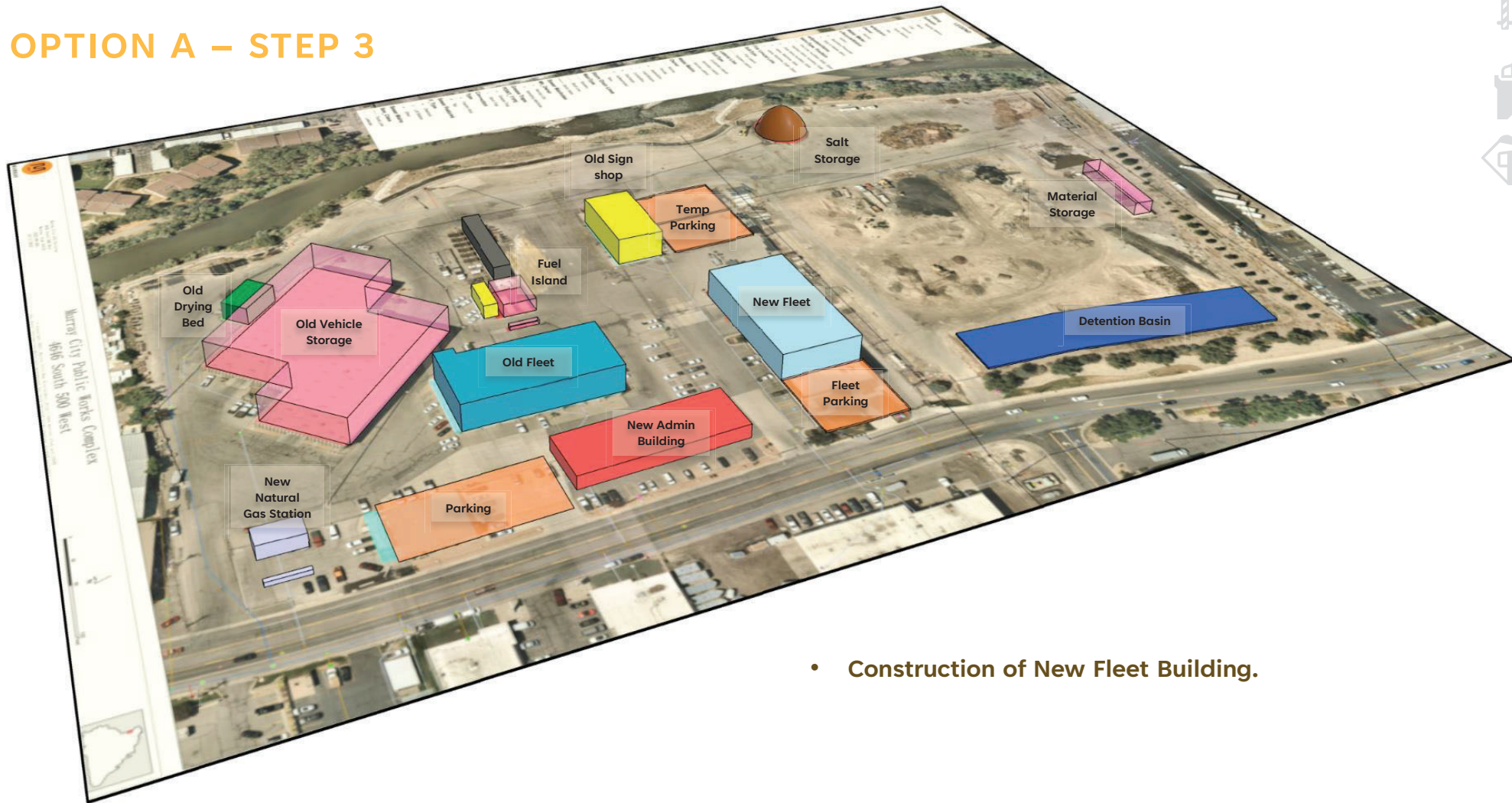


## OPTION A – STEP 2



- Demolition of Old Admin Building, Ancillary Admin Building and Storage Building.
- Relocation of Natural Gas Station.

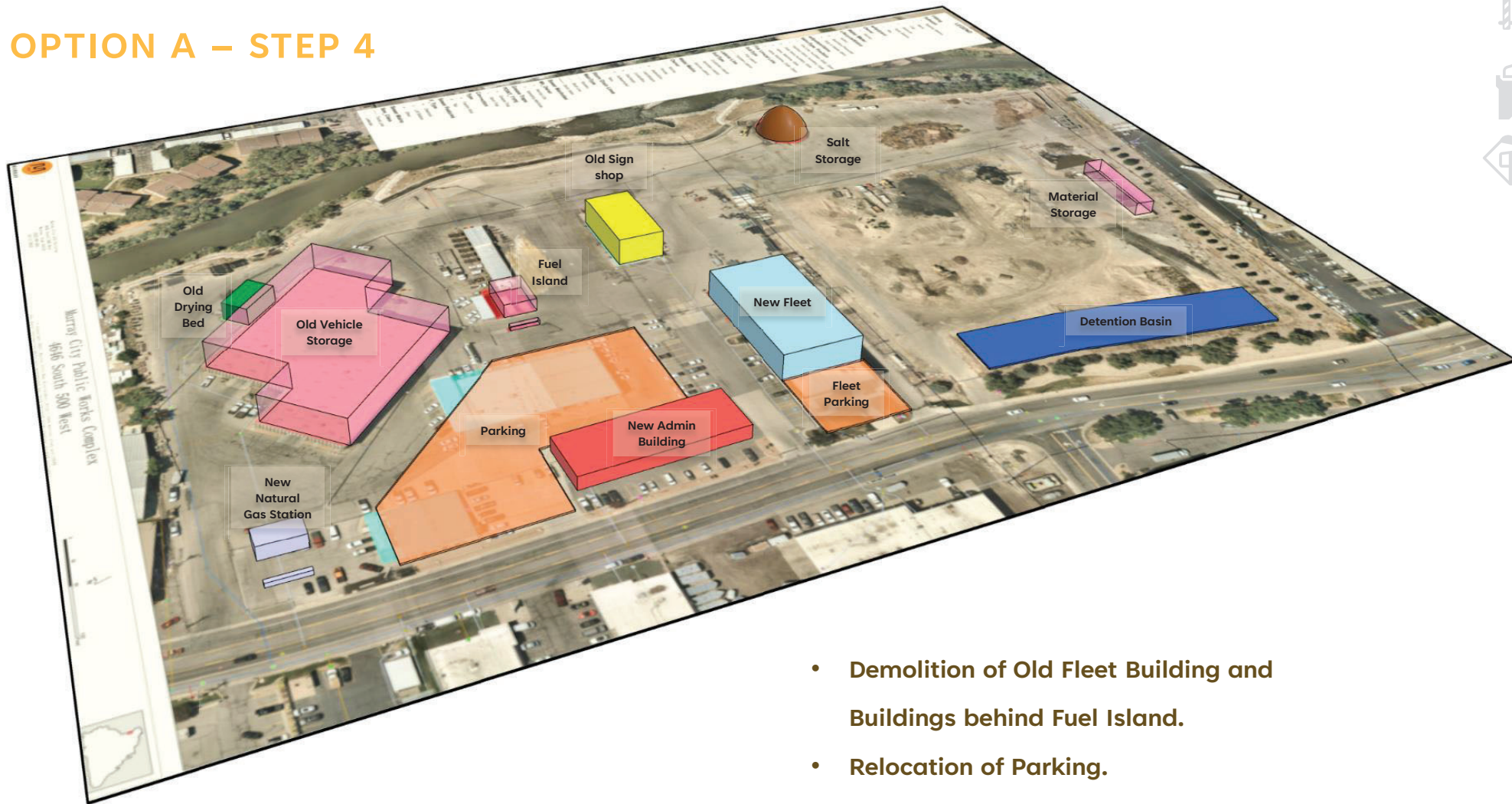
## OPTION A – STEP 3



- Construction of New Fleet Building.

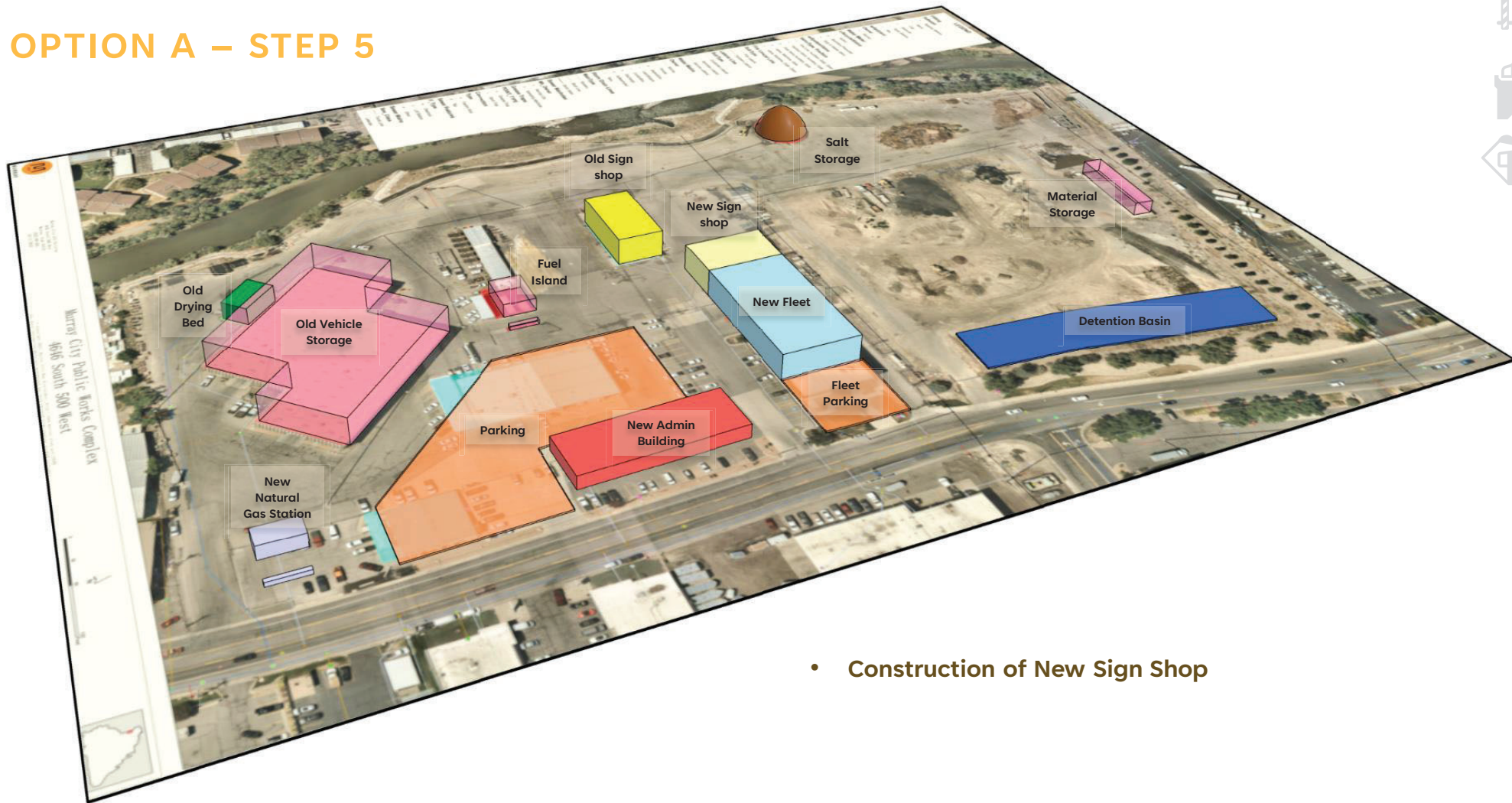


## OPTION A – STEP 4



- Demolition of Old Fleet Building and Buildings behind Fuel Island.
- Relocation of Parking.

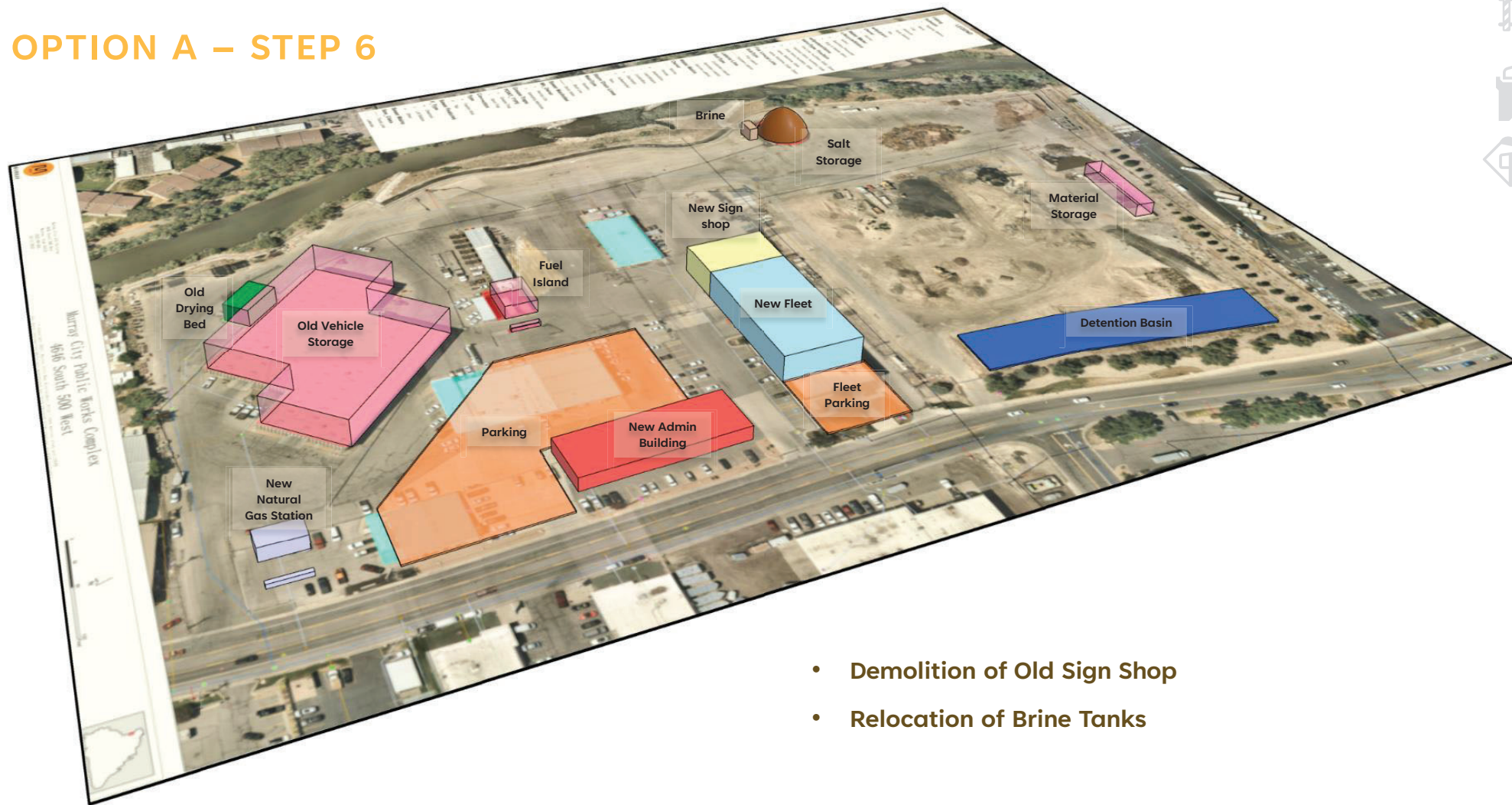
## OPTION A – STEP 5



- Construction of New Sign Shop

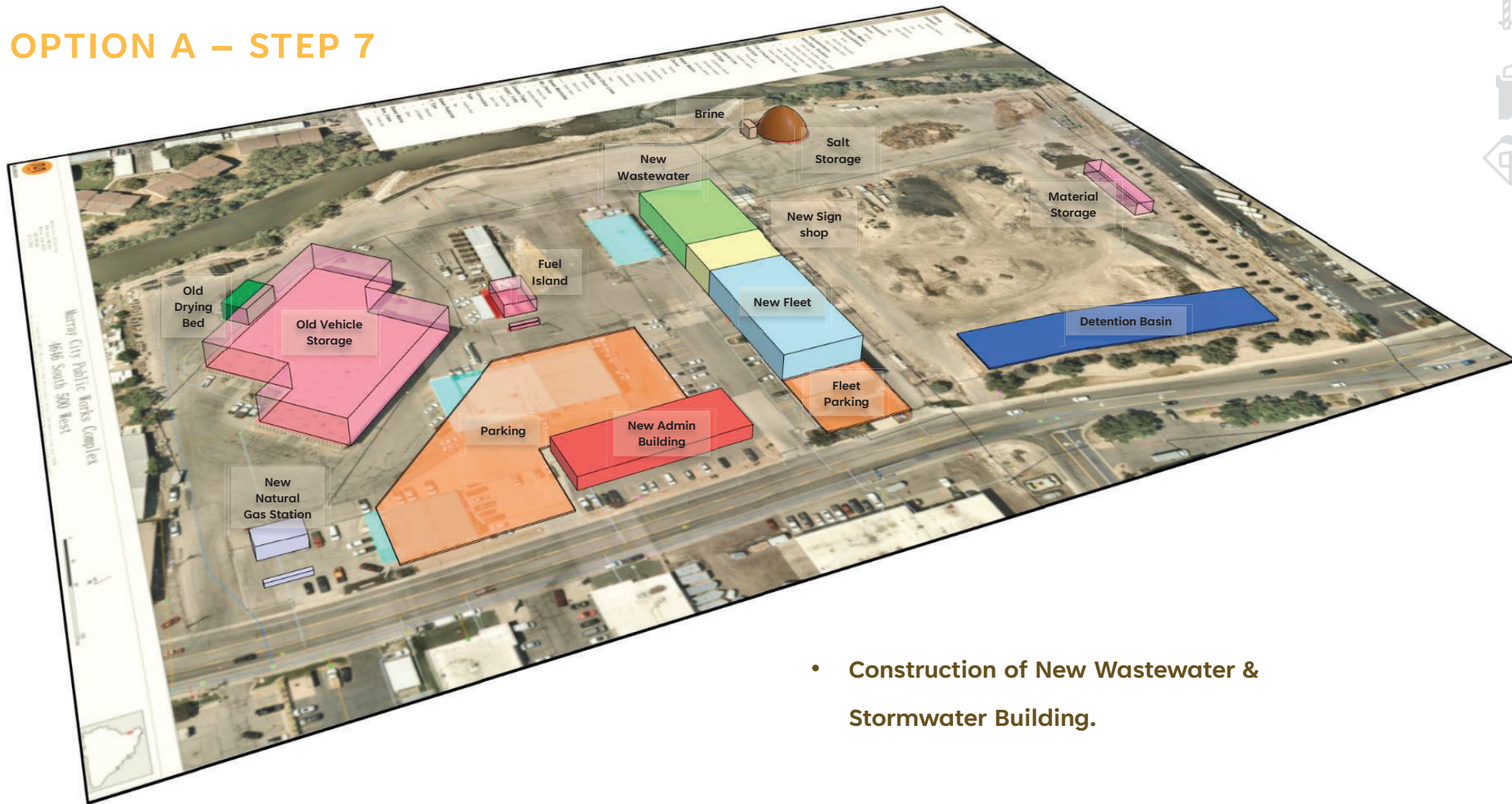


## OPTION A – STEP 6



- Demolition of Old Sign Shop
- Relocation of Brine Tanks

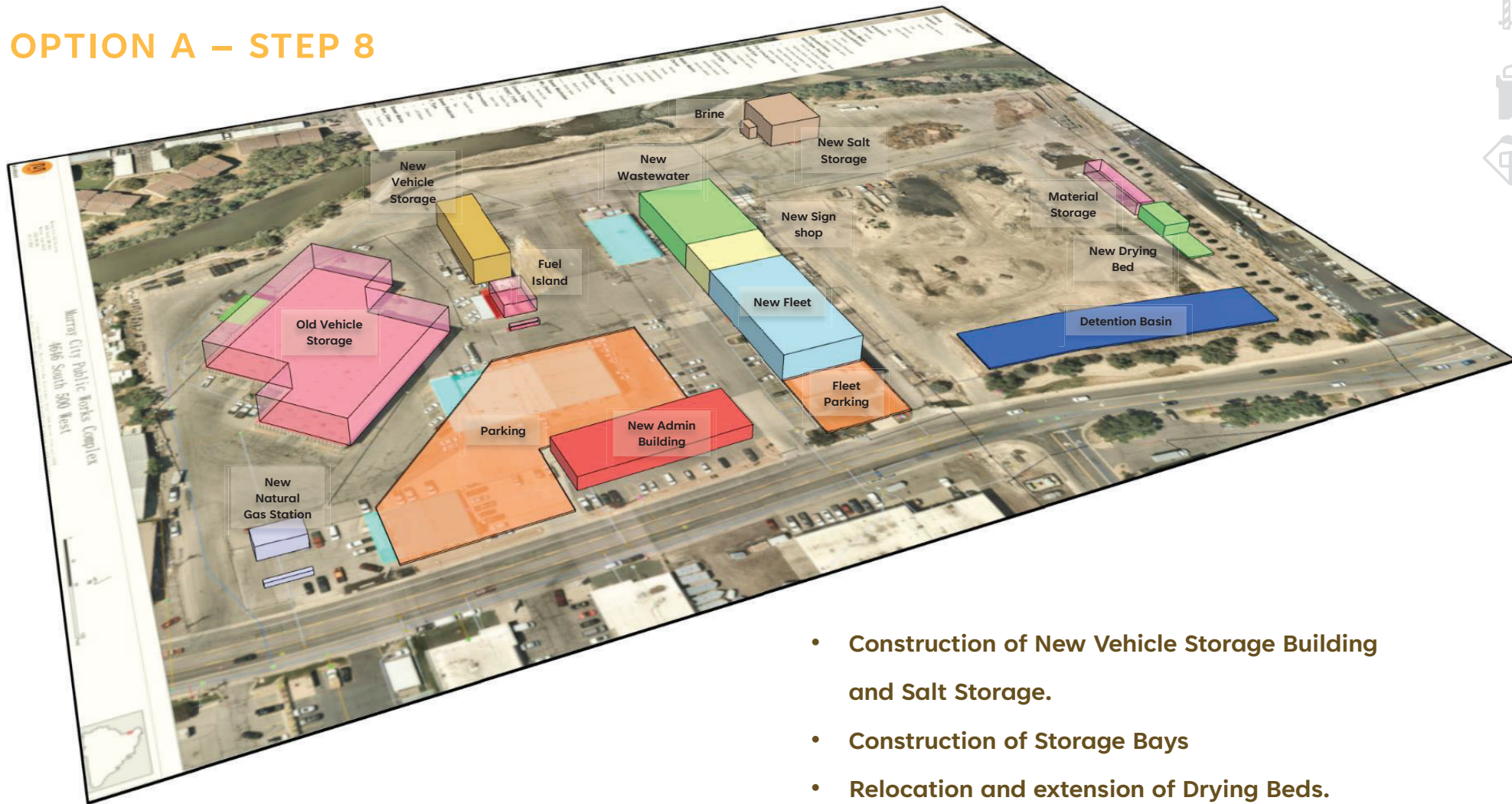
## OPTION A – STEP 7



- Construction of New Wastewater & Stormwater Building.



## OPTION A – STEP 8



- Construction of New Vehicle Storage Building and Salt Storage.
- Construction of Storage Bays
- Relocation and extension of Drying Beds.

## MASTER PLAN OPTIONS

### OPTION A

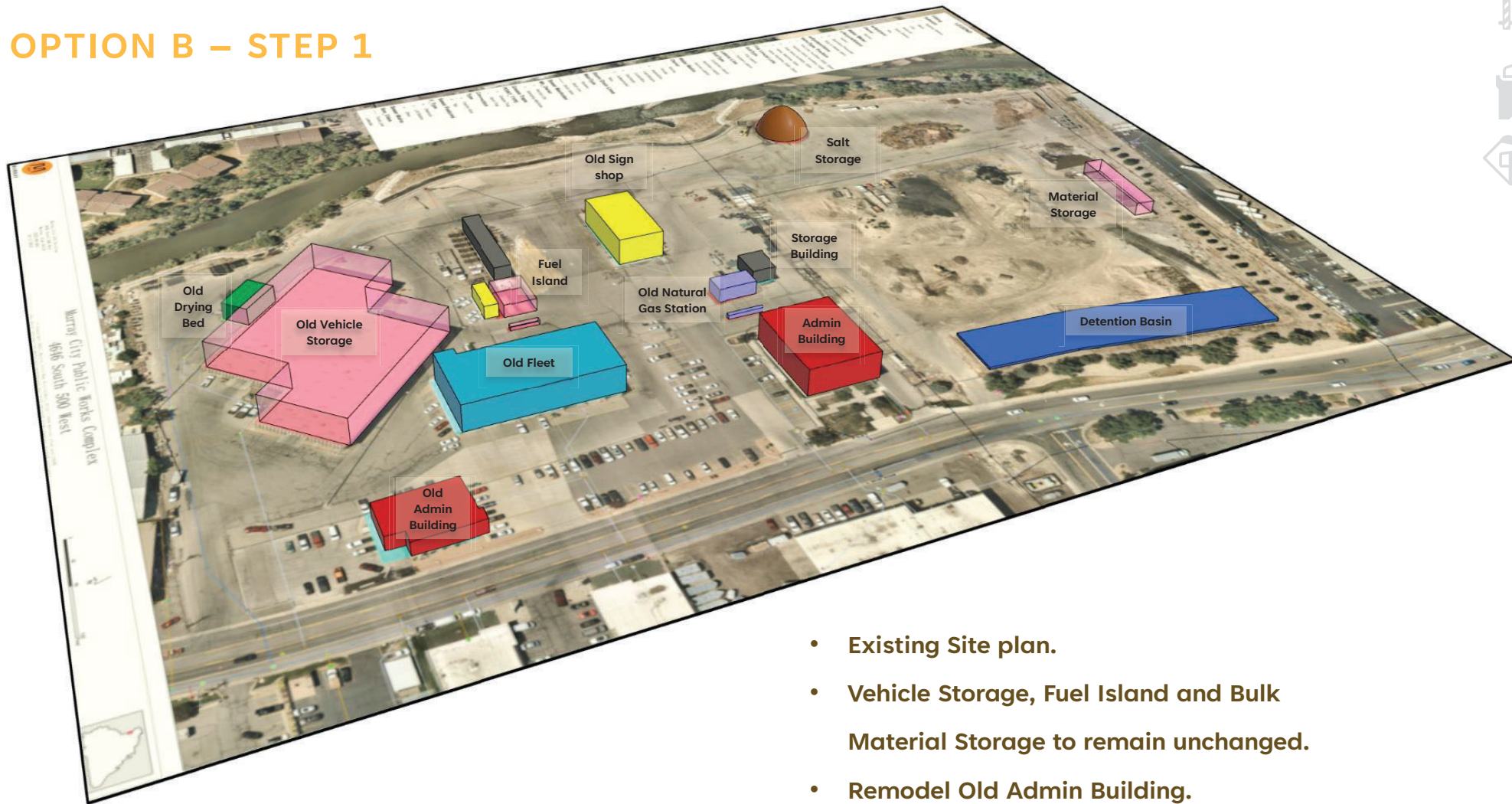
- New Consolidated Administration Building
- Demolition of Ancillary Admin Building, Old Fleet Building and Old Sign Shop.
- New Buildings for Fleet, Wastewater & Stormwater and Sign Shop
- Relocation of Natural Gas Station
- Relocation and extension of Drying Beds.

### OPTION B

- Remodel of existing Administration Building
- Demolition of Ancillary Admin Building, Old Fleet Building and Old Sign Shop.
- New Buildings for Fleet, Wastewater & Stormwater and Sign Shop
- Relocation of Natural Gas Station
- Relocation and extension of Drying Beds.

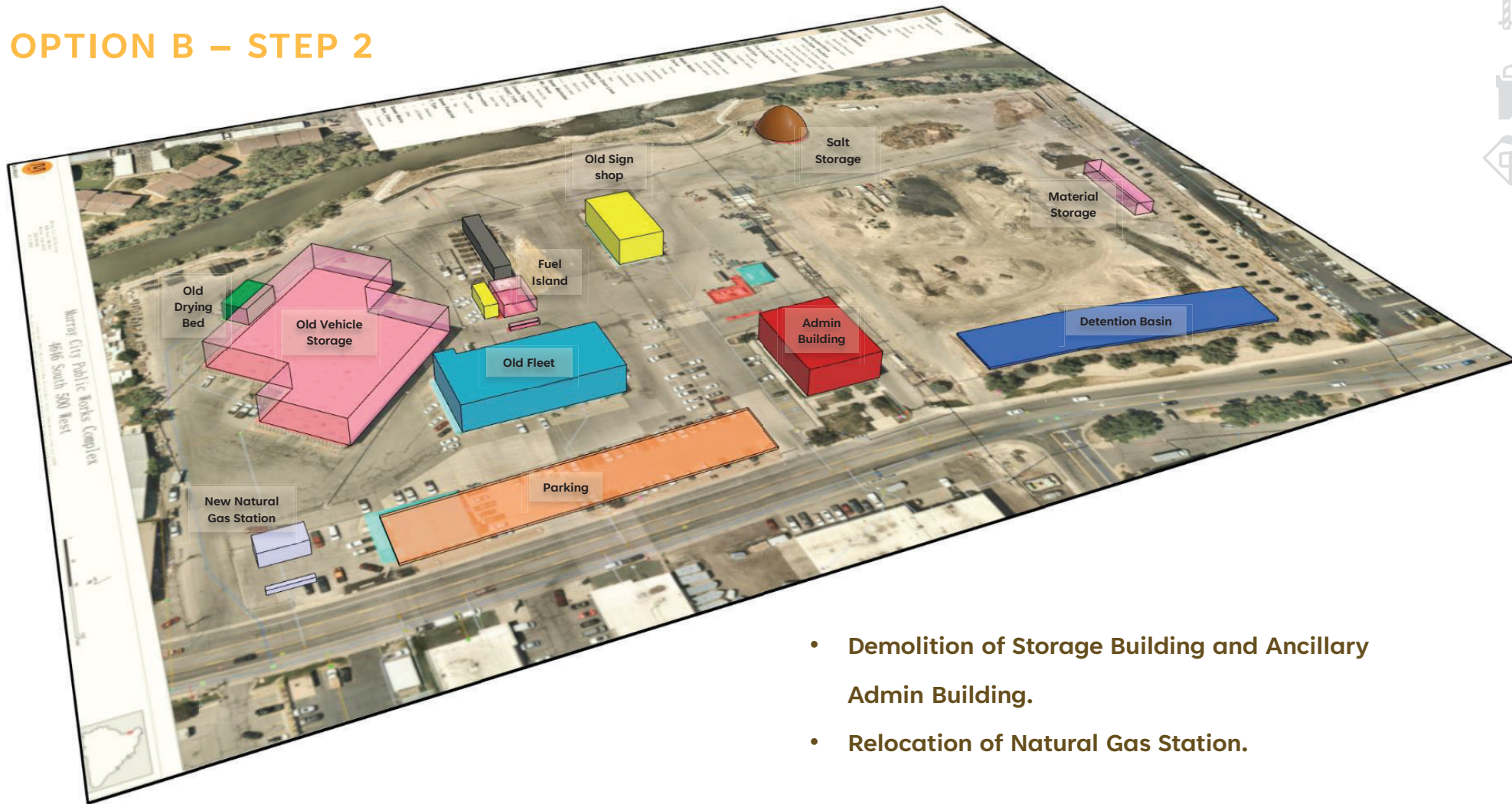


## OPTION B – STEP 1



- Existing Site plan.
- Vehicle Storage, Fuel Island and Bulk Material Storage to remain unchanged.
- Remodel Old Admin Building.

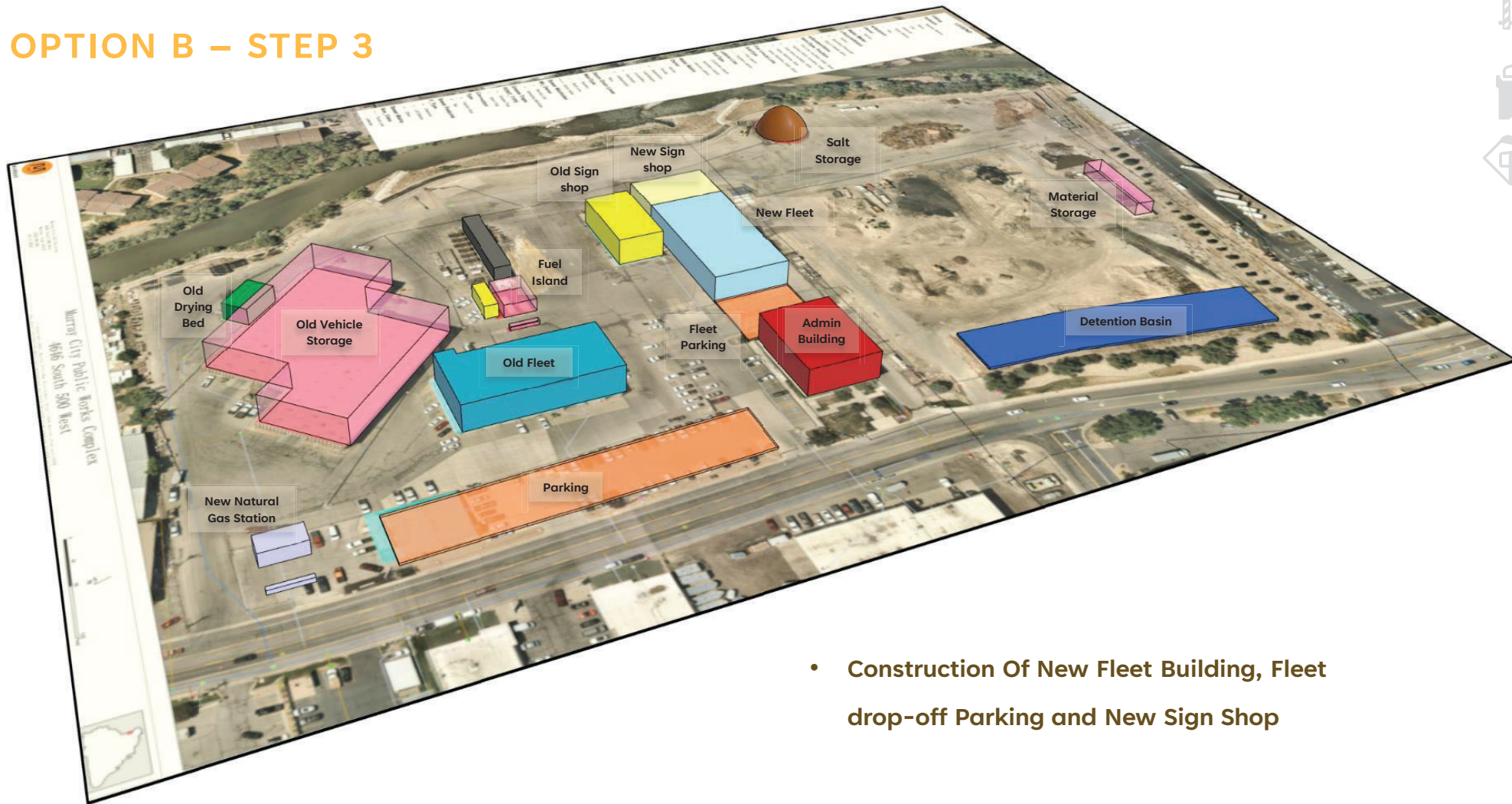
## OPTION B – STEP 2



- Demolition of Storage Building and Ancillary Admin Building.
- Relocation of Natural Gas Station.

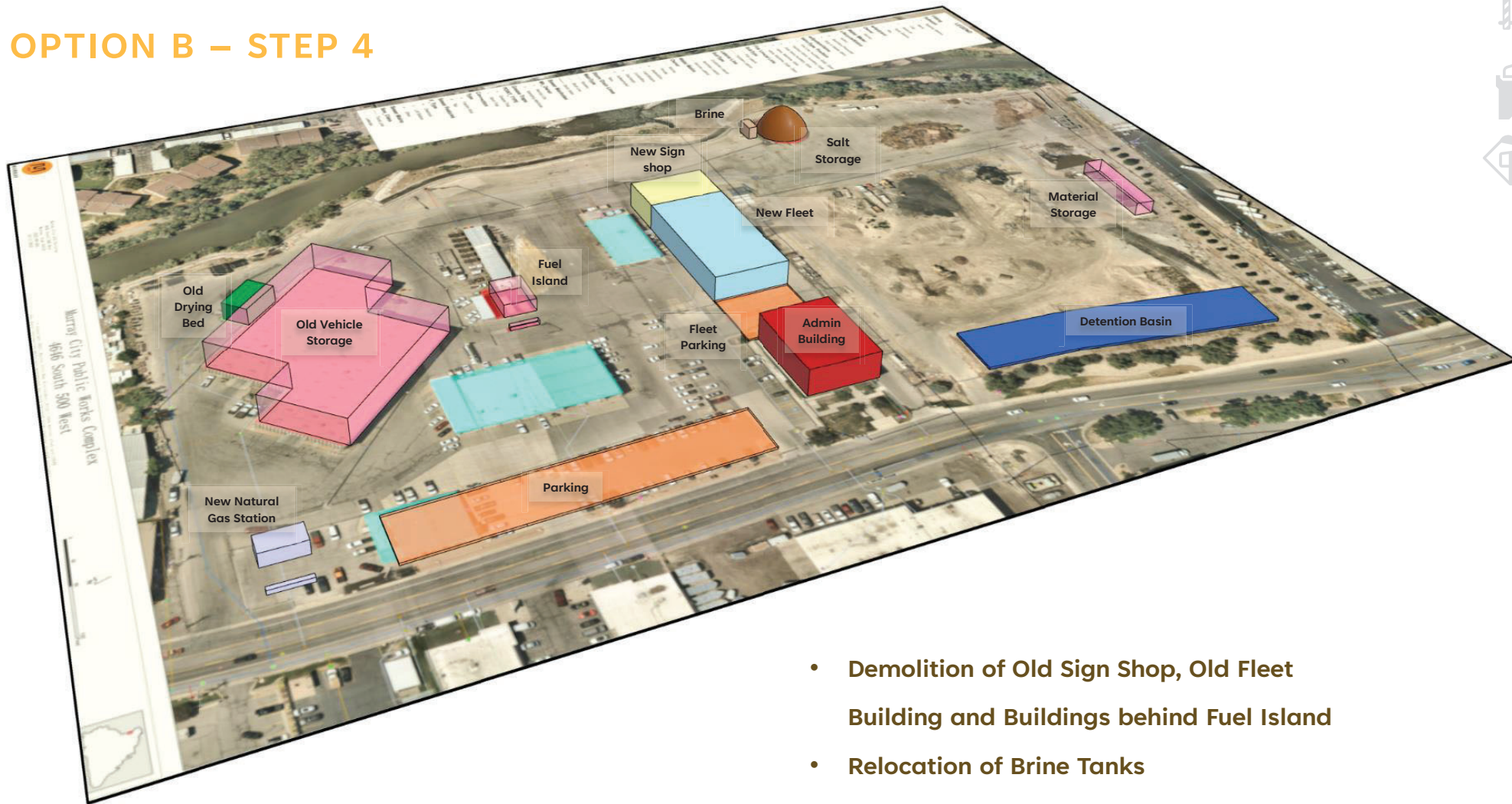


## OPTION B – STEP 3



- Construction Of New Fleet Building, Fleet drop-off Parking and New Sign Shop

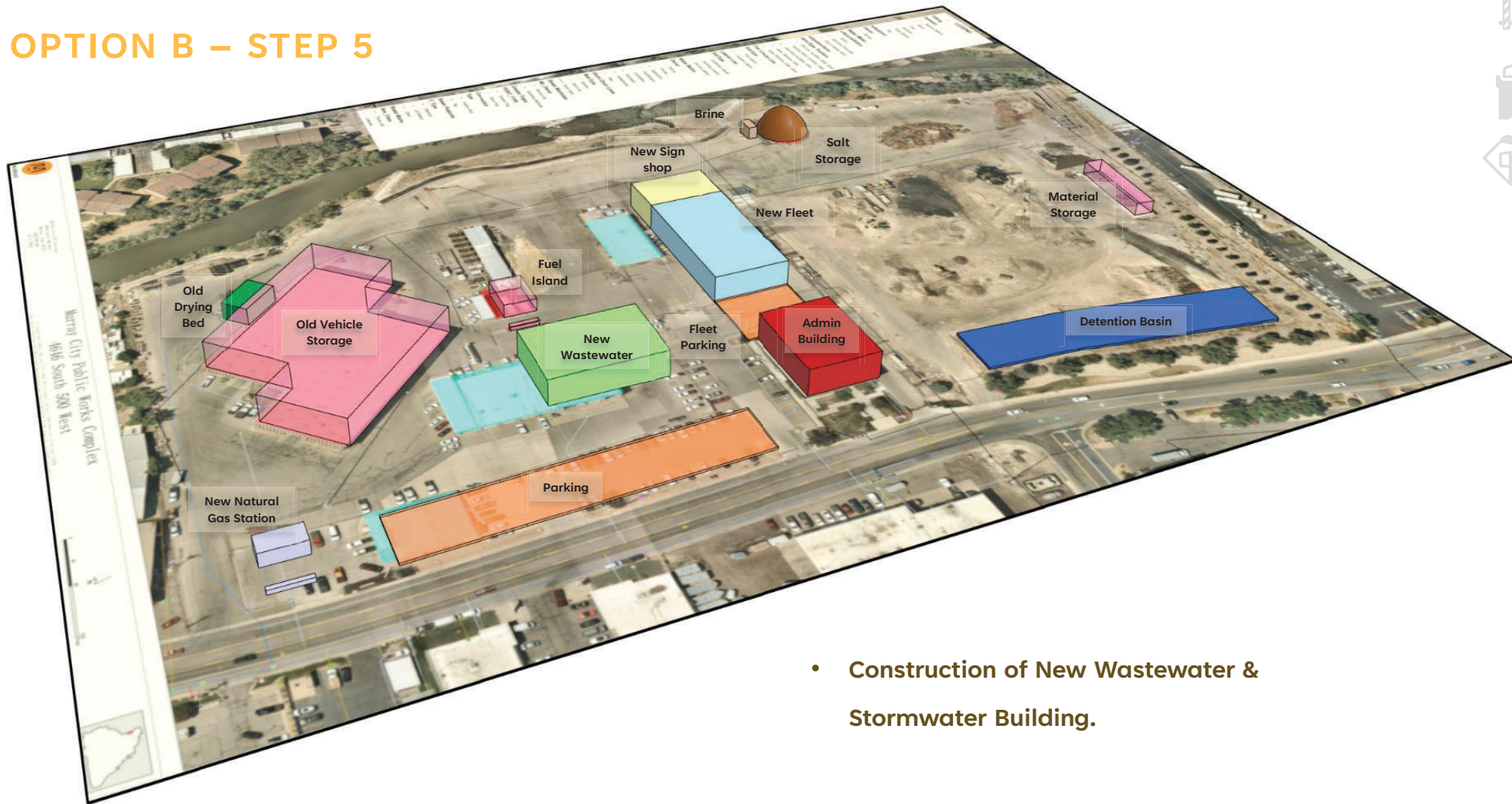
## OPTION B – STEP 4



- Demolition of Old Sign Shop, Old Fleet Building and Buildings behind Fuel Island
- Relocation of Brine Tanks

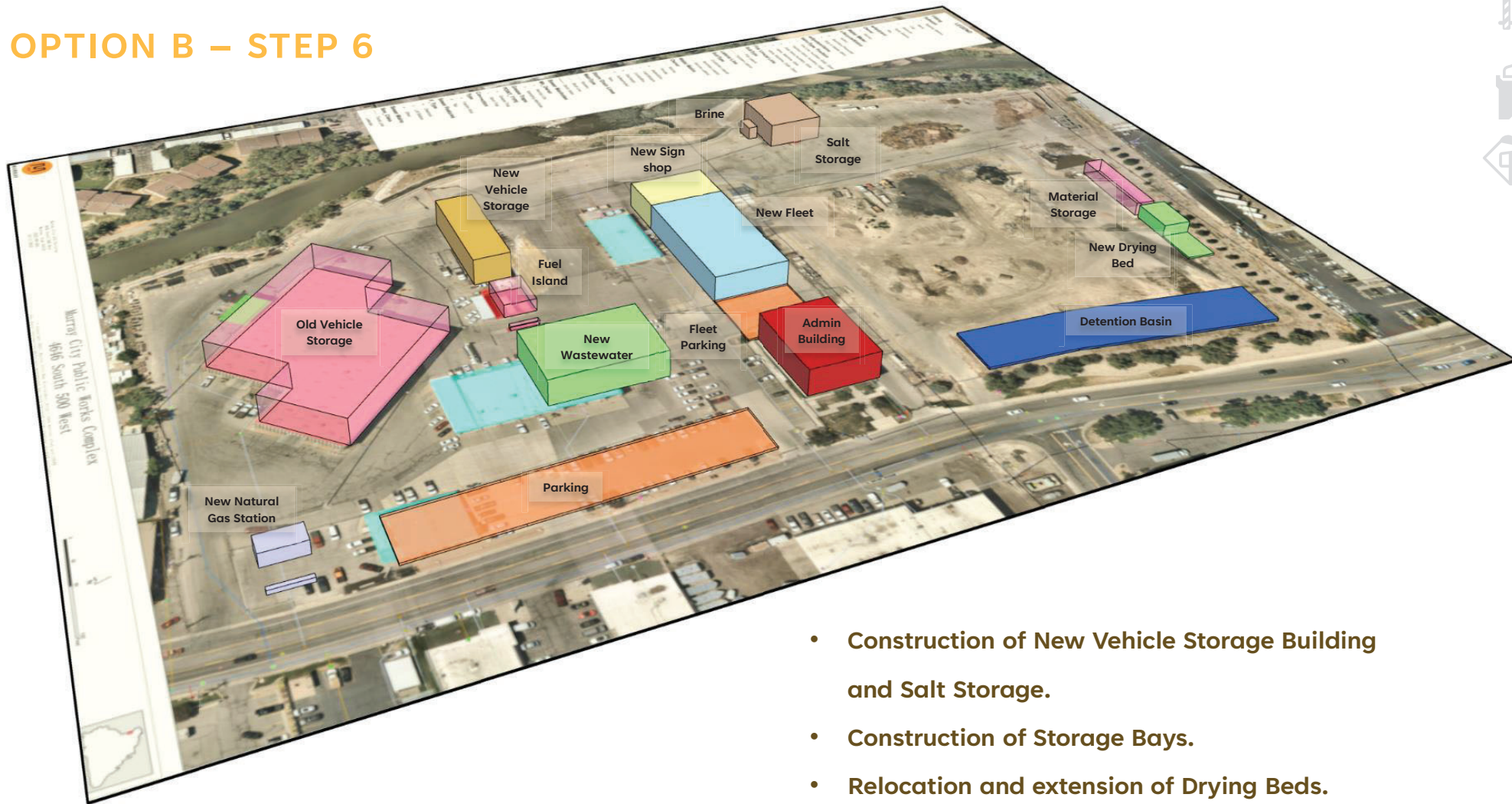


## OPTION B – STEP 5



- Construction of New Wastewater & Stormwater Building.

## OPTION B – STEP 6



- Construction of New Vehicle Storage Building and Salt Storage.
- Construction of Storage Bays.
- Relocation and extension of Drying Beds.

# ADMIN BUILDING REMODEL

## FIRST FLOOR

 Old Walls  
 New Walls

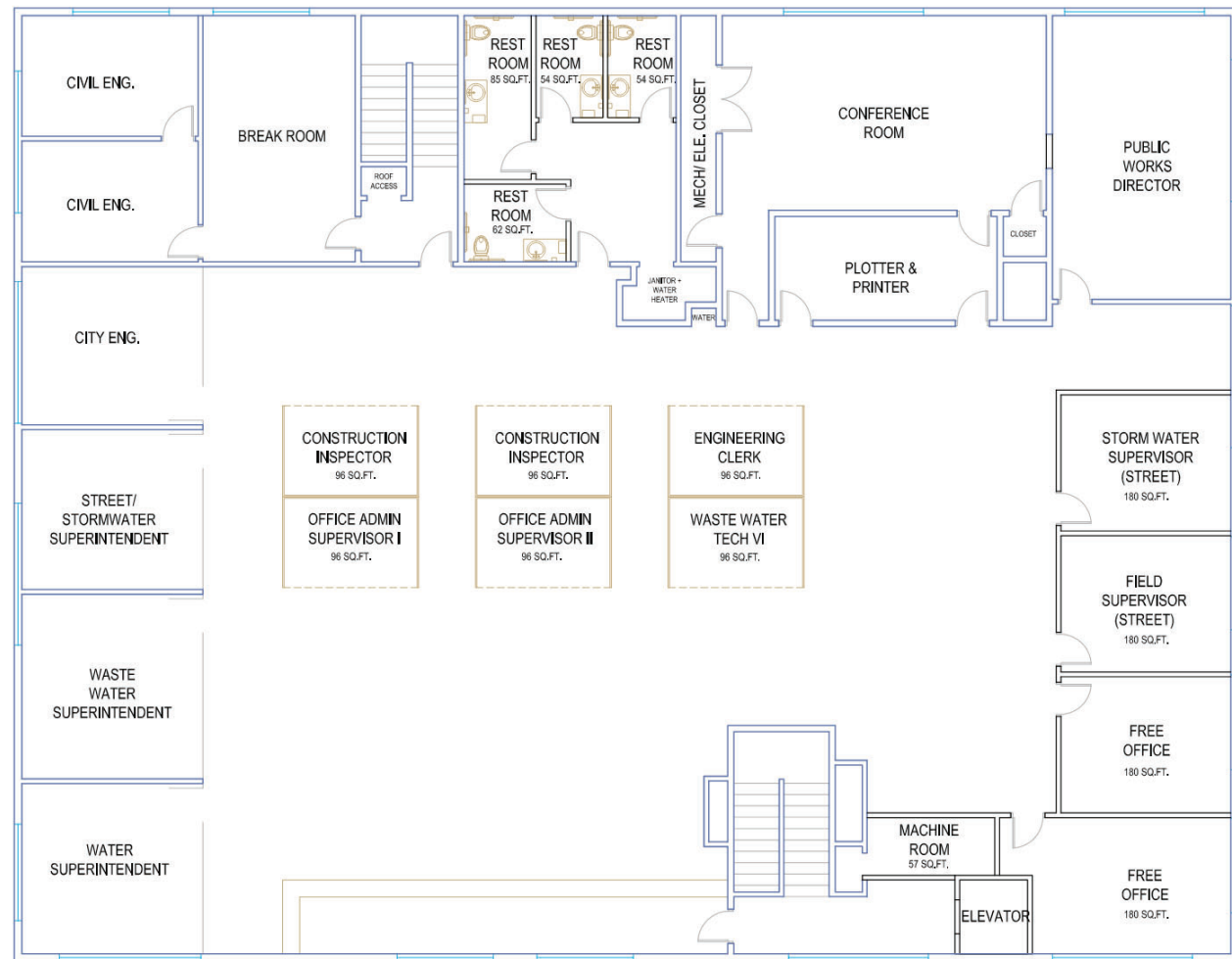




# ADMIN BUILDING REMODEL

## SECOND FLOOR

 Old Walls  
 New Walls





## BUDGET

### OPTION A

S. No.	Space Description	Area in SF	Cost (\$) per SF	Total Cost (\$)
1	New Admin Building	12,500	425	5,312,500
2	New Fleet Building	15,250	300	4,575,000
3	New Sign Shop	5,334	300	1,600,200
4	New Wastewater Building	11,664	300	3,499,200
5	Relocation of Tanks	By Owner	By Owner	By Owner
6	New Storage Bays	6,480	200	1,296,000
7	Relocation & Extension of Drying Bed			250,000
8	Asphalt Patching	51,457	3	154,371
9	Demolition of Building			400,000
Total Cost				17,087,271

### OPTION B

S. No.	Space Description	Area in SF	Cost (\$) per SF	Total Cost (\$)
1	Remodel Admin Building	18,000	250	4,500,000
2	Seismic Upgrade			750,000
3	New Fleet Building	15,250	300	4,575,000
4	New Sign Shop	5,334	300	1,600,200
5	New Wastewater Building	11,664	300	3,499,200
6	Relocation of Tanks	By Owner	By Owner	By Owner
7	New Storage Bays	6,480	200	1,296,000
8	Relocation & Extension of Drying Bed			250,000
9	Asphalt Patching	37,872	3	113,616
10	Demolition of Building			315,000
Total Cost				16,899,016

# QUESTIONS





**MURRAY**  
CITY COUNCIL

# Discussion Item #2



**MURRAY**


# Murray Parks and Recreation

## Agreement between Murray City and Murray School District

### Council Action Request

### Council Meeting

Meeting Date: May 16, 2023

<b>Department</b> <b>Director</b> Kim Sorensen  <b>Phone #</b> 801-264-2619  <b>Presenters</b> Kim Sorensen          <b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>   <b>Date</b> April 28, 2023	<b>Purpose of Proposal</b>  Consider an Interlocal agreement for use of Hillcrest Junior High School for Murray Arts programming  <b>Action Requested</b> Approval of agreement  <b>Attachments</b>  Interlocal Agreement, Resolution  <b>Budget Impact</b> No budget impact    <b>Description of this Item</b>  The interlocal agreement outlines Murray City's use of Hillcrest Junior High Schools auditorium and related facilities for Murray Arts programming.          Any additional space needed is available on second page.
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY SCHOOL DISTRICT ("DISTRICT") AND MURRAY CITY ("CITY") FOR THE SHARED USE OF HILLCREST JUNIOR HIGH FACILITIES

WHEREAS, 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; 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, in 2013 the District began construction of a new Hillcrest Junior High building located at approximately 126 East 5300 South, Murray, Utah ("Junior High"); and

WHEREAS, in its 2013-2014 fiscal year budget, the City appropriated Two Hundred Thousand Dollars (\$200,000) to be provided to the District for enhancements and mutual use of the auditorium and related facilities in the Junior High subject to certain terms and conditions; and

WHEREAS, in June, 2013, the District and the City entered into a ten-year Interlocal Agreement to allow the City to use the Junior High auditorium and related facilities for theatrical and other performances as part of the City's Arts Programs (the "2013 Agreement"); and

WHEREAS, the term of the 2013 Agreement was for ten (10) years which would automatically renew for an additional ten (10) years unless the District or the City notified the other party of their intention not to renew the 2013 Agreement and the District has notified the City that it does not intend to renew the 2013 Agreement; and

WHEREAS, the City and the District now desire to enter into a new Interlocal Agreement (the "2023 Agreement") to allow the City to continue to use the Junior High auditorium and related facilities subject to the terms and conditions as set forth in the 2023 Agreement; and

WHEREAS, it is beneficial for the District, the City and their respective citizens that

the parties continue to cooperate in accomplishing the foregoing.

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

1. It does hereby approve a new Interlocal Cooperation Agreement between the City and 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 Agreement on behalf of the City and to act in accordance with its terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder

# **ATTACHMENT**

INTERLOCAL COOPERATION AGREEMENT

## INTERLOCAL COOPERATION AGREEMENT

Between Murray City and the Murray City School District

### SHARED USE OF HILLCREST JUNIOR HIGH SCHOOL

This Interlocal Cooperation Agreement ("Agreement") is made and entered into effective June 1, 2023, by and between Murray City Corporation (the "City") and the Murray City School District (the "District")

#### RECITALS

1. 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 the basis of mutual advantage.
2. The City and the District have developed a long-term relationship of cooperation and sharing of resources to do what is in the community's best interest.
3. In its 2013-2014 fiscal year budget, the City appropriated Two Hundred Thousand Dollars (\$200,000) to be provided to the District for enhancements and mutual use of the auditorium and related facilities in the new Hillcrest Junior High School for its Arts Programs, subject to certain terms and conditions.

In consideration of the mutual covenants set forth herein, the District and the City agree as follows:

1. The District and the City agree that the City shall be allowed to use the auditorium, Little Theater, and related facilities such as the dressing room, band room, and storage in the new Junior High each calendar year as follows:
  - a. The City shall have use of the auditorium/band room for five (5) days (dress rehearsal in the morning, provided such use does not conflict with a school activity and a concert in



the evening) to be used by the Murray Symphony or a similar group. Said similar group shall be determined by the District and the City.

- b. The City shall have use of the band room for forty-five (45) days (once a week on a set day of the week for forty-five (45) weeks), except Saturdays and Sundays, in the evenings for the Murray Symphony or a similar group. Said similar group shall be determined by the District and the City.
- c. The City shall have permanent use of a storage room in the new Junior High of at least two hundred (200) square feet for instruments and music for the Murray Symphony or a similar group. Said similar group shall be determined by the District and the City.
- d. The City shall have use of the auditorium/band room for four (4) days (dress rehearsal in the morning, provided such use does not conflict with a school activity and concert in the evening) to be used by the Murray Concert Band or a similar group. Said similar group shall be determined by the District and the City.
- e. The City shall have use of the band room for forty-five (45) days (once a week on a set day of the week for forty-five (45) weeks), except Saturdays and Sundays in the evening, to be used by the Murray Concert Band or a similar group. Said similar group shall be determined by the District and the City.
- f. If these specific groups cannot, for whatever reason, use the specific dates scheduled for them, the dates cannot be used for another group or even without the written consent of the District.
- g. The City shall provide and pay for the direct costs incurred by their scheduled use for supervision or technical support. Examples of direct costs include facility supervisors specific to the scheduled use and sound/lighting technicians.

- h. The City will be responsible for paying the repair cost for damage to property resulting from use as outlined in this paragraph.
- 2. Outside of the agreements in Section 1, the District shall have first priority to use the Hillcrest Junior High School facilities; the City shall have second priority, and entities not a party to this agreement shall have priority after that as regulated by the District.
  - a. The District use shall be scheduled on or before June 30<sup>th</sup> of the year.
  - b. The City shall have between July 1<sup>st</sup> and July 15<sup>th</sup> of the year to schedule its events.
  - c. After July 15<sup>th</sup> of each year, the facility will be made available for public rental.
  - d. The City shall provide and pay for the direct costs incurred by their scheduled use for supervision or technical support. Examples of direct costs include facility supervisors specific to the scheduled use and sound/lighting technicians.
- 3. Unresolved issues regarding the use of the auditorium, Little Theater, and related facilities in the new Junior High and other matters relating to the Agreement shall be submitted and discussed by Coordinating Council. The Coordinating Council decisions shall be final and binding.
- 4. The District shall be responsible for the maintenance and operation of all Hillcrest Junior High School facilities. Except as provided in paragraph 1 above, the City shall have no obligation to contribute financially or otherwise to the operation and maintenance of Hillcrest Junior High School.
- 5. The District shall be responsible for all utilities and other costs of Hillcrest Junior High School.
- 6. The District and the City are governmental entities under the Utah Governmental Immunity Act ("Act"). Therefore, consistent with the terms of the Act, the District and the City agree that each is responsible and liable for any wrongful or negligent acts that it commits or is committed by its agents or employees. Neither the District nor the City waives any defenses or limits of liability otherwise available under the Act and all other applicable laws. Both the District and the City

maintain all privileges, immunities, and other rights granted by the Act and other applicable laws.

7. The District and the City shall not subcontract, sign or transfer any rights or duties under this Agreement without the prior written consent of the other party.
8. The provisions of the Agreement are severable, and should any provision herein be deemed void, voidable, unenforceable, or invalid, such void, voidable, or unenforceable or invalid provisions shall not affect the other provisions of this Agreement.
9. The term of this Agreement shall be five (5) years from the effective date unless the parties or their assignees terminate the Agreement by mutual written agreement. The Agreement shall be automatically renewed for an additional five (5) years unless a party notifies the other party, in writing, six (6) months before the end of the term, that the Agreement shall not be renewed.
10. This Agreement may be amended only in writing, signed by both the City and the District.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

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

MURRAY CITY SCHOOL DISTRICT

MURRAY CITY CORPORATION

---

Jaren Cooper, Board President

---

Brett A. Hales, Mayor

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

---

Richard Reese, Business Administrator

---

G.L. Critchfield, City Attorney





# Discussion Item #3



**MURRAY**


# Murray Parks and Recreation

## Interlocal Agreement with Salt Lake County /TRCC Funds

### Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: May 16, 2023

<b>Department</b> <b>Director</b> Kim Sorensen  <b>Phone #</b> 801-264-2619  <b>Presenters</b> Kim Sorensen          <b>Required Time for Presentation</b> 5 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>    <b>Date</b> May 1, 2022	<b>Purpose of Proposal</b>  Consider adoption of Resolution accepting TRCC funds for the Murray Park playground  <b>Action Requested</b> Adoption of Resolution  <b>Attachments</b>  Interlocal Agreement/ Resolution  <b>Budget Impact</b>  \$100,000 contribution to Murray Park playground  <b>Description of this Item</b>  Salt Lake County to contribute \$100,000 towards the Murray Park playground. Funds to be paid through a reimbursement format.          Any additional space needed is available on second page.
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION  
OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN  
MURRAY CITY CORPORATION AND SALT LAKE COUNTY FOR  
A CONTRIBUTION OF TRCC FUNDS FOR A NEW PLAYGROUND  
AREA IN MURRAY PARK.

WHEREAS, Murray City (the “City”) and Salt Lake County (“County”) are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et. seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities; and

WHEREAS, the City requested TRCC Funds from the County to help it fund the project described in its TRCC Application. More specifically, the City requested TRCC Funds to build a new playground area in Murray Park; and

WHEREAS, the benefits of a new playground area in Murray Park will include providing a fenced-in playground for children ages 2 to 5 in Murray Park that will include age-appropriate equipment, play surfaces, benches, shade trees, and picnic tables; and

WHEREAS, the City and the County now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) wherein the City agrees to abide by the terms and conditions outlined in the Interlocal Agreement and the County agrees to reimburse City with grant TRCC Funds to help fund the playground in Murray Park; and

WHEREAS, the City believes that its use of the TRCC Funds under the Agreement will contribute to the prosperity, well-being, peace, enjoyment, and comfort of City residents.

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

1. It does hereby approve the Interlocal Cooperation Agreement between Murray City and Salt Lake County in substantially the form attached hereto as **ATTACHMENT A**; and

2. The Interlocal Agreement is in the best interest of the City and will become effective as stated in the Interlocal Agreement; and

3. Mayor Brett A. Hales is hereby authorized to execute the Interlocal Cooperation Agreement on behalf of the City.

PASSED and APPROVED and made effective this \_\_\_\_ day of \_\_\_\_\_ 2023.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Garry Hrechkosy, Chair

ATTEST:

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



## **ATTACHMENT A**

Interlocal Cooperation Agreement between Murray City and Salt Lake County

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**  
**for its Department of Community Services**

*and*

**MURRAY CITY**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **MURRAY CITY**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. The City has requested TRCC Funds from the County to help it fund the project described in its Murray City application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to help fund the construction of a playground for 2- to 5-year-olds in Murray Park (the “Playground”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

### **A G R E E M E N T:**

**NOW THEREFORE**, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

#### **1 . COUNTY'S CONTRIBUTION.**

A. Contribution of TRCC Funds. County agrees to reimburse one hundred thousand dollars (\$100,000.00) to the City from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

#### **2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.**

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to develop the Project as described in EXHIBIT A, (application) and EXHIBIT B, (project budget).

(ii) The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If the City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's Application. If the City fails to make and expend such a matching contribution prior to **December 31, 2023**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2023**. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. The City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023**.

F. Request for Reimbursement. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2023**.

H. Recordkeeping. The City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

I. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the City's possession.

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.



(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

### **3 . GENERAL PROVISIONS:**

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the

County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon the City’s full expenditure of the TRCC Funds received under this Agreement and upon the City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

- (i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

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

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

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

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and the City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement,

and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the “Indemnified Parties”) from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City’s breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City’s use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County’s obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County’s obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County’s obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County’s obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to the City under this Agreement.



I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an “Event of Default” as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County’s written notice to the City of the occurrence thereof.

(b) The City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County’s determination to contribute TRCC Funds to the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City under this Agreement are untrue.

(ii) County’s Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day’s written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

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

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

*[The balance of this page was left blank intentionally – Signature pages follow]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2023

***Approved by:***

**DEPARTMENT OF COMMUNITY SERVICES**

By \_\_\_\_\_  
Robin Chalhoub  
Department Director

Dated: \_\_\_\_\_, 2023

***Reviewed and Advised as to Form and Legality:***

By \_\_\_\_\_  
Deputy District Attorney

*[Signatures continue on next page.]*



**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY**

**MURRAY CITY**

By \_\_\_\_\_

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

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

Dated: \_\_\_\_\_, 2023

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Recorder  
Date signed: \_\_\_\_\_

***Approved as to Form and Legality:***

CITY ATTORNEY

By \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2023

**EXHIBIT A**  
Murray City Application

Salt Lake County  
Community Services  
TRCC

**TRCC 2022 Support Program Application (2023 County budget)**

Deadline: 7/6/2022

**Murray City Corporation  
Murray Park Playground PRT**

Jump to: [Application Questions](#) [Documents](#)

**\$ 100,000.00** Requested

Submitted: 7/6/2022 1:50:55 PM (Pacific)

**Project Contact**

Bruce Holyoak  
[bholyoak@murray.utah.gov](mailto:bholyoak@murray.utah.gov)  
Tel: 801-712-9386

**Additional Contacts**

*none entered*

**Murray City Corporation**

296 E Murray Park Ave  
Murray, UT 84107  
United States

Telephone 801-264-2614

Fax

Web [murray.utah.gov](http://murray.utah.gov)

**Mayor**

Brett Hales  
[bhales@murray.utah.gov](mailto:bhales@murray.utah.gov)

**Application Questions** [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

**Project Overview**

**1. Select the type of support you are applying for**

*Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.*

- ☐ TOUR - Tourism Project Support
- ☒ PRT - Parks, Recreation and Trails Support
- ☐ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

**2. Please select the Planning Area of Salt Lake County where the project is located.**

*Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.*

- ☐ North Planning Area
- ☐ West Planning Area
- ☒ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

**3. Organization Overview: History, programs & services offered, audiences served.**

Murray Park is the oldest and largest park in the city with 60 acres full of open space and community amenities. This important public space was listed on the National Register of Historic Places in 2008. It is an outdoor gem in the middle of a growing metropolitan area.

Murray City leaders began talking about a community gathering place in the form of a park in 1918. The city spent \$12,600.89 on land acquisitions and improvements and Murray Park officially opened on April 15, 1924, Arbor Day.

Today, Murray Park is one of the most visited parks in Salt Lake County and there is something in the park for everyone – families and children, sports enthusiasts, walkers, birders, cultural art lovers, cyclists, and nature lovers. The layout of the park allows for several different events to happen at the same time without disturbing other park visitors.

In the early days of the park, the citizens of Murray were actively involved with park improvements:

- In 1924, the city commission approved the purchase of 65 trees and residents planted them in the park. Many of those trees are still standing in the park today.
- In May and June 1924, the Fraternal Order of Eagles, the Volunteer Fire Department, and the Murray L.D.S. First Ward submitted requests to place drinking fountains in the park.

Murray Park is an important civic space.

- The park was used for the Salt Lake County Fairgrounds between 1936 and 1998.
- The park is home to the Joan M. Hardle Memorial Arboretum dedicated on Arbor Day, 1961. The arboretum has a large variety of standard and rare trees, Victorian flower gardens, a desert garden with yucca, cactus, and various other drought-tolerant plants.
- The Murray Arts Council, formed in 1977, produced their first annual musical, South Pacific, on a temporary stage built in Murray Park in 1980. This sparked community support for the Murray Park Amphitheater that opened in 1985. Today, the Murray Amphitheater is home to the popular Arts in the Park summer concert series and two community musicals. The Amphitheater underwent a remodel in 2016-2017 which included the addition of a roof over the stage, changing rooms and a green room.
- Murray's Recreation's Park Center includes a gym, two indoor pools, fitness and physical training equipment, and public exercise classes. There is also an outdoor pool and athletic fields used for community baseball, soccer, and football.

Several community events are hosted at the park, including:

- Tuesday Food Truck Night during the summer months
- The Murray Park Farmer's Market on Friday and Saturday from July – October

Additional Park amenities include:

- Five newly remodeled pavilions for picnics and other large gatherings
- Newly renovated playgrounds
- Six charging stations for electric vehicles

#### 4. Project Summary

*This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.*

The project objective is to create a destination playground for 2 to 5-year-old children in Murray Park. The new playground will include age-appropriate equipment and play surfaces, benches, new shade trees, and picnic tables. The area will be fenced in, making it a safe area for small children and their families. We plan to start work on the playground in September 2022 and finish it by June 2023 and the total cost for the project is \$350,000.

#### 5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

Murray City supports the Salt Lake County principle of finding ways to attract more people to public parks to enjoy the outdoors and reap the mental and physical benefits that parks provide to metropolitan residents.

Murray Park is well loved by city and county residents for its many amenities, including its playground. We see 140,000 visitors each year and one popular destination is our playground. The playground is geared for children ages 5-12, making it difficult for younger kids to enjoy the space.

To meet the needs of our youngest park patrons, our Parks Department identified a 4,000 square foot site for a safe, age-appropriate playground for children ages 2-5. The site includes age-appropriate play equipment and surfaces, picnic tables, and shade trees, making it a 'destination playground' for families with young children.

The project costs are sustainable and ongoing maintenance and operations costs are included in the annual Parks Department funding. Murray residents and the city government have supported the park for ten decades and that is not expected to change. Our Parks Department will continue to respond to the changing needs in our public parks.

#### 6. Provide evidence of local support and community need justifying the project

*Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.*

Please see the document tab.

#### 7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

Murray Park is busy, WITH APPROXIMATELY 350,000 VISITORS ANNUALLY.

The existing playground is often used by older children and teenagers, which makes it difficult for toddlers and small children to play. The new playground site is 4,000 square feet and is adjacent to the existing playground and will be built out with



equipment and surfaces appropriate for children ages 2-5.

**8. Detail how the project is integral to your organization's mission.**

Murray City Park's mission is to provide, clean, safe, and well-maintained parks for the physical and mental health of its citizens and the many people that work in and visit Murray City every day.

Since opening Murray Park in 1924, the city has made a significant investment in public parks and playgrounds. City leadership has demonstrated a continued commitment through funding and fulfilling parks master plans, budgeting annual operations and maintenance costs, and expanding the City's parks from 60 acres to 270 acres.

This playground project demonstrates the City's ongoing commitment to providing park amenities for all users, encouraging Murray residents and others to come and enjoy the benefits of outside play.

**9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.**

*You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.*

Murray City has allocated \$100,000 from the capital improvement budget (CIP) to start the playground. These funds are transferred to a General Ledger account and tracked through the City's budgeting process.

**10. Document your ability to raise additional project funds.**

Additional project funds will be allocated from the CIP fund. Funds will be approved in the City's annual budget process.

**11. Provide an analysis of the financial impact this project will have on your organization's future finances.**

We have factored the new playground maintenance into our annual Parks operations budget. Additionally, we anticipate minimal expenses on repairs and replacement as we will have warranties on the playground equipment.

While there are no direct revenues from playgrounds, we anticipate this dedicated toddler playground will attract new visitors and that the city could see incremental positive tax revenues from park visitor purchases in the area.

## Project Details

---

**12. Please specify type of funding you are requesting**

*The questions numbers below will change depending on your selection for this question.*

- ☐ Consulting Funding
- ☒ Capital Funding
- ☐ Tourism Promotion Funding

**13. Type of consulting services**

*-answer not presented because of the answer to #12-*

**14. Goals and objectives of consulting services**

*-answer not presented because of the answer to #12-*

**15. Scope of Work, including expected deliverable and timeline**

*-answer not presented because of the answer to #12-*

**16. Payment schedule for the work and expenses.**

*-answer not presented because of the answer to #12-*

**17. What is the site location of your project?**

*Please provide as specific of location details as possible.*

Latitude 40.65961 Longitude -111.883255 This is an island with an existing swing set area just north of the main parking lot for the park office which is 296 East Murray Park Ave.

**18. Describe the current facility and specify if it is owned or leased.**

*Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.*

The playground site is located at Murray Park, which is owned by the Murray City Corporation. The identified site currently has swings, an open space with turf, and shade trees.

**19. Scope of Work, including expected deliverable and timeline**

*Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.*

We will begin on site work in September 2022 and expect completion no later than June 2023. Site preparation includes removing the existing swings and sand and removing a concrete border.

A playground company will install a new poured-in-place protective surface and the equipment. We will then install a new concrete border, concrete picnic table pads, benches, and shade trees.

**20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.**

*If needed, budget plan may be uploaded to the Documents tab.*

We will begin on-site work in September 2022 and expect completion no later than June 2023. Site preparation includes removing the existing swings and sand and removing a concrete border.

A playground company will install a new poured-in-place protective surface and the equipment. We will then install a new concrete border, concrete picnic table pads, benches, and shade trees.

**21. Provide project management information including key personnel and their experience.**

The project manager for the playground installation is Bruce Holyoak, Murray City's Park Superintendent. Bruce has been with Murray Parks for 25 years.

Bryce Philbrick, Field Supervisor will assist with project management. Philbrick is a Certified Playground Safety Inspector and has nine years of experience doing playground safety inspections.

Playground equipment will be sourced from a reputable vendor. The vendor will build the facility using licensed contractors and the installation will follow federal playground standards.

**22. OPTIONAL: Architectural information including site plan, space program, and schematic design.**

*Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.*

We are working with a playground design company on the theme and play elements of the new toddler playground. This design may change slightly when we select the company for the installation, but the theme and elements will be similar. The rendering is included in the Documents tab, along with a site map showing where the picnic pads and shade trees will be placed.

**23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.**

*Please also upload above mentioned construction information documents to the Documents tab.*

A RFP is being prepared for this project.

**24. Type of tourism promotion services**

*-answer not presented because of the answer to #12-*

**25. Goals and objectives of tourism promotion services**

*-answer not presented because of the answer to #12-*

**26. Scope of Work, including expected deliverable and timeline**

*-answer not presented because of the answer to #12-*

**27. Payment schedule for the promotional work and expenses**

*-answer not presented because of the answer to #12-*

**Documents** [top](#)

**Documents Requested \***

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach

Required? **Attached Documents \***



[Project Budget Worksheet](#)



[FY2022 Murray Parks Budget](#)

three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

[FY2021 Murray Parks Budget](#)

[FY2020 Murray Parks Budget](#)

[Organizational Budget Playground](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)



[Playground local support](#)

[Playground Renovation support letter](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[Parcel Platt Map](#)

[MC Lessor](#)

[SLCO MC SWD](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

[Rendering](#)

[Playground renovation area](#)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

[Construction information](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 408958

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**EXHIBIT B**  
Program Budget





## TRCC Project Budget Worksheet

### Project Summary:

Total Project Budget	\$	350,000.00
Total Funding Sources	\$	350,000.00
County Funding Requested		
<b>Projected Surplus/(Deficit)</b>	<b>\$</b>	<b>-</b>

**Date:** March 8, 2023

**Project Name:** Toddler Town Playground

**Applicant Name:** Murray City Parks and Recreation

**Contact Name:** Bruce Holyoak

**Contact Email:** bholyoak@murray.utah.gov

### Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$350,000.00	Install playground, install poured in place, pour new curbing, pour pads for tables
Consultants/Professional Services	n/a	
Permits/Fees	n/a	
Equipment > \$5,000	n/a	
Administrative Overhead	n/a	
Contingency	n/a	
Other	n/a	
<b>Total Project Budget</b>	<b>\$ 350,000.00</b>	

### Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 250,000.00		\$ 250,000.00	City has budgeted this amount
Pledges			\$ -	
Grants	\$ 100,000.00		\$ 100,000.00	Applying for TRCC grant to do the complete project
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
<b>Total Funding Sources</b>	<b>\$ 350,000.00</b>	<b>\$ -</b>	<b>\$ 350,000.00</b>	



# Discussion Item #4



**MURRAY**

# City Council

## City Council Travel Policy Updates

### Council Action Request

Committee of the Whole

Meeting Date: May 16, 2023

<b>Department Director</b> Jennifer Kennedy  <b>Phone #</b> 801-264-2622  <b>Presenters</b> Garry Hrechkosy	<b>Purpose of Proposal</b> Updates to the City Council Travel Policy  <b>Action Requested</b> Adopt proposed changes  <b>Attachments</b> Current policy with proposed updates. Cost list of all pre-approved conferences.  <b>Budget Impact</b> None  <b>Description of this Item</b>  Council Member Hrechkosy is proposing the following changes to the travel policy for the City Council:  Each council member will have an allocated travel budget of \$7,500 per fiscal year.  The list of pre-approved conferences has been updated.
<b>Required Time for Presentation</b> 20 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>          <b>Date</b> April 18, 2023	

## Murray City Council Travel Policy

The Murray City Municipal Council adopts, subject to the provisions below, the Murray City travel policy put into effect by Executive Order 19-01 of July 7, 2019, a copy of which is attached.

### Council Specific Provisions and Amendments

1. Future Amendments. In the event of any future amendment by the City administration to Executive Order 19-01, the Council shall automatically adopt such amendments unless within 60 days of the amendment, the Council reviews and affirmatively declines to adopt such amendment or to adopt the amendment with modifications.
2. Council travel plans shall be determined and approved during the annual budget process.
  - a. During the budget process each year, council members will be allocated up to \$7,500 per council member to use towards travel and may attend any pre-approved conference(s) they would like until their allocated money is gone.
  - b. The Council Director will keep track of each council members travel budget and update council members regularly.
  - c. A council member must have enough allocated funds to completely cover all conference expenses (hotel, air, per diem, car rental, ground transportation, etc.) in order to attend a conference.
  - d. A council member will repay the city any amount that is spent over their allocated funds.
  - e. Travel that was not anticipated during the budget process should be presented to the Council for approval on a case-by-case basis to determine intent and benefit in order for expenditures to be covered by the City Council budget.
3. The following conferences have traditionally been pre-approved for attendance by Council Members:
  - Utah League of Cities and Towns, Annual and Mid-Year Conferences (All Council Members and Council Executive Director)
  - Utah League of Cities and Towns Mid-Year Conference
  - National League of Cities: Congressional City Conference or
  - National League of Cities City Summit. (All Council Members and Council Executive Director; one conference per fiscal year)
  - American Public Power Association: Legislative Rally or
  - American Public Power Association National Conference (All Council Members; one conference per fiscal year. Three Council Members from the Council Budget; Two Council Members from Power Department budget.)



- UAMPS conference in August. ~~(All Council Members; paid from the Power Department Budget.)~~
- Utah Land Use Institute Annual Land Use Conference
- ULCT Elected Officials Essentials
- ULCT Local Officials Day
- American Planning Association
- ICSC Las Vegas
- 

~~4. Council Members may be invited to participate in travel related to City matters sponsored by another City Department. Travel sponsored by another Department is subject to that Department's travel budget and may be rotated between Council Members.~~

5.4. Only one City Council Member may be approved for City related business travel during the time of a scheduled City Council meeting.

5. Upon return, Council Members will work with the Council Director to schedule time in a Committee of the Whole meeting to provide a follow-up report to the full Council.

6. Council Members whose terms are terminating and have determined not to run for another term of office, shall not use Murray City funding to travel during the last six months of office, and those who have been defeated during elections and are leaving office in January shall not use Murray City funding to attend conferences unless serving as the official City representative on a board, committee, or other official body.
7. Council Members are encouraged to attend training and educational seminars prior to taking office.
8. Council staff will coordinate with Council Members to make travel arrangements. If a Council Member would like to stay extra nights before or after a conference, they will be responsible to make their own hotel reservations. Extra hotel nights may not be reserved or paid for with a City issued credit card.
9. Family expenses, including tours, movies, mini-bar and other social events, will be the responsibility of each Council Member according to their usage. Council Members are responsible for turning in their receipts for reimbursement on all other covered expenses within ten (10) days of returning. These expenses include the following for each Council Member:
  - a. Airline tickets and baggage expense
  - b. Lodging expense
  - c. Ground transportation (taxi, public transportation or rental car) to and from the Salt Lake City airport, from the destination airport to the lodging and back to the airport, and from the lodging to a council or conference sponsored event and back to the lodging.
  - d. City related phone calls
  - e. Parking expense at the airport or other long-term facilities

EXECUTIVE ORDER EO19-01

City-Wide Travel Policy

CONFLICT AND REPEAL

This Executive Order supersedes, rescinds and replaces Executive Order #15-03, dated July 16, 2015; #12-01 dated April 2, 2012; and #2, dated January 14, 1982, each of which shall be of no further force nor effect. Any and all other Executive Orders relating to City travel are hereby rescinded and superseded by this Order.

PURPOSE

The purpose of this order is to adopt a City-wide travel policy in order to ensure consistent application of cost reimbursement and other matters related to employee travel for City business.

IMPLEMENTATION OF POLICY

The attached City-Wide Travel Policy is hereby approved and adopted.


EFFECTIVE DATE

This Travel Policy shall be effective June 7, 2019

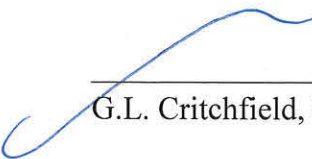
Dated this 6<sup>th</sup> day of June, 2019.

  
D. Blair Camp, Mayor

Attest:

  
Jennifer Kennedy, City Recorder

Approved as to form:

  
G.L. Critchfield, City Attorney



# Murray City Travel Policy

All overnight travel, whether in-state or out-of-state, is governed by this policy. When traveling for work-related meetings, conferences, and training programs, the city will pay reasonable amounts for expenses. Every effort should be made to make cost effective choices for lodging, transportation, and other related expenses. All travel is subject to review and audit. When requesting funds for travel, the employee agrees to only use the money as intended according to this policy.

## 1.0 Definitions

- 1.1 "Travel" means any work-related, overnight trip for the city.
- 1.2 "Employee" means all city personnel, city council and staff, boards and commission members, or others who travel using executive branch funds as approved by the department head and Mayor.
- 1.3 "Per Diem" means the amount provided to an employee who is traveling to cover the costs of meals and incidental expenses without the necessity of supporting receipts. "Incidental expenses" include fees and tips for porters, baggage handlers, room service tips, and other similar services. "Incidental expenses" does not include ground transportation, fuel (if traveling in a city vehicle), airport parking, baggage fees, or rental cars.
- 1.4 "Ground Transportation" means the cost of transporting the employee to and from the Salt Lake City airport (if approved by the department head), from the destination airport to the lodging and back to the airport, and from one place of business to another place of business.

## 2.0 General Provisions

- 2.1 A Travel Authorization Form must be completed and approved prior to traveling. Travel Authorization Forms will be approved by the department head as to the availability of funds prior to being submitted to the Mayor. It is the responsibility of each department head to ensure that all forms and documentation submitted by their employees are in proper order.
- 2.2 When possible, employees should pay for travel-related expenses using a city credit card. If not possible, a receipt of payment must be submitted for reimbursement.
- 2.3 Employees may travel with guests. However, the city will only reimburse employee expenses. Guest expenses should not be charged on city credit cards.
- 2.4 Non-exempt employees will be compensated for travel time as required by the Fair Labor Standards Act (FLSA).
- 2.5 Upon completion of approved travel, a Travel Reconciliation Form, along with receipts, must be submitted to the department head within ten business days for final review and authorization of any payment due.
- 2.6 Violations of this policy or making false statements on any travel forms will constitute grounds for disciplinary action.

## 3.0 Event Registration

- 3.1 Registration fees for conferences and seminars will be paid by the city.
- 3.2 Fees for optional social events or non-business-related activities will not be paid by the city.

# Murray City Travel Policy

## 4.0 Transportation

- 4.1 Considering travel time, the least costly mode of transportation to the destination should be used for travel. This includes airlines, city vehicle, rental car, or mileage for personal vehicle. If an employee chooses another mode of transportation other than the least costly mode, the city will pay for the least costly method.
- 4.2 When possible, employees are encouraged to use city-owned vehicles for travel.
- 4.3 Employees requesting to use a personal vehicle will calculate mileage advances as stated by the IRS POV mileage allowance rate. ([www.gsa.gov](http://www.gsa.gov))
  - 4.3.1 Use of a personal vehicle requires verification of liability, personal injury and property damage insurance coverage when submitting the Travel Authorization Form. If an accident occurs while using a personal vehicle, all costs related to the accident, except those covered by workers compensation, will be paid solely through the personal insurance.
  - 4.3.2 If more than one employee rides in the same vehicle, only the owner of the vehicle will be reimbursed for mileage.
- 4.4 A rental car may be used when work-related travel is required or is less expensive (including the cost of parking) than other transportation modes. The city will not pay for rental cars that are used for non-work-related travel.
  - 4.4.1 When renting a car for work-related use, a liability insurance supplement and loss damage waiver must be purchased.
- 4.5 The city will pay the lowest price, with fewest stops (including baggage fees), domestic coach class airfare when making airline reservations. Airline ticket purchases should be booked as far in advance as possible to get the best price. Reservations inside of 21-days require department head approval. Frequent flyer memberships should not influence airline ticket purchases.
- 4.6 The city will pay for ground transportation, including ground transportation tips up to 20%, and airport parking.

## 5.0 Lodging

- 5.1 The city will pay conference rates for single occupancy lodging plus tax. Upgrades, room service, and entertainment fees will not be paid by the city.

## 6.0 Per Diem

- 6.1 The city will advance funds for Per Diem as stated by the IRS destination city per diem rate schedule. ([www.gsa.gov](http://www.gsa.gov))
- 6.2 The first and last day of travel will be paid at 75% per diem.
- 6.3 In lieu of per diem, an employee may pay for meals and incidental expenses and request reimbursement up to the per diem limit. A receipt documenting the expense is required.

FY2023 - 2024 Travel and Learning  
(10-0101-42125)

	Registration Fee	Hotel	Per Diem	Mileage	Airfare	Misc	Total per Person	Multiply by 5 or 6	Total for Council	Notes
UAMPS Conference - Jackson Hole Wyoming - August 2023	\$0.00	\$804.36	\$266.00	\$343.36	\$0.00	\$0.00	\$1,413.72	5	\$7,068.60	(1) Historically this conference has been paid for by the Power Department and is not included in the council's travel budget.
ULCT Salt Lake City - October 2023	\$510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$510.00	6	\$3,060.00	(2)
Utah Land Use Institute Land Use Training - October 2024	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335.00	5	\$1,675.00	
NLC City Summit-November 2023 Atlanta, GA	\$700.00	\$1,000.00	\$250.00		\$500.00		\$2,450.00	5	\$12,250.00	This is an estimate since no one from the council has ever attended this conference
ULCT Elected Officials Essentials	\$60.00						\$60.00	5	\$300.00	This training is geared towards newly elected officials
ULCT Local Officials Day January 2024	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	6	\$600.00	(3)
APPA Legislative Rally February 2024	\$750.00	\$1,500.00	\$276.50	\$0.00	\$1,670.00	\$150.00	\$4,346.50	5	\$21,732.50	(4) Misc is \$100 for ground transportation and \$50 for airport parking. Airfare is an average of what was paid per councilmember to attend this conference in 2023
NLC Congressional City Conference Washington DC - March 2024	\$750.00	\$1,005.00	\$276.50	\$0.00	\$690.00	\$0.00	\$2,721.50	5	\$13,607.50	(5) Airfare is an average of what was paid per councilmember to attend the conference in 2023
American Planning Association - April 2024							\$5,000.00	5	\$25,000.00	This is a conference council members may be interested in attending. The cost is an estimate since no one from the council has ever attended this conference
ULCT Mid-Year Conference St. George - April 2024	\$355.00	\$404.00	\$177.00	\$327.00	\$0.00	\$0.00	\$1,263.00	6	\$7,578.00	
ICSC Las Vegas - May 2024	\$975.00	\$377.50	\$241.50	\$0.00	\$247.20	\$60.00	\$1,901.20	3	\$5,703.60	(6) \$60 Misc Fee was for baggage
APPA Conference - June 2024	\$1,325.00	\$1,600.00	\$513.50	\$0.00	\$1,000.00	\$300.00	\$4,738.50	5	\$23,692.50	Airfare is an estimate. Misc is \$150 for ground transportation and \$150 for airport parking



FY2023 - 2024 Travel and Learning  
(10-0101-42125)

	Registration Fee	Hotel	Per Diem	Mileage	Airfare	Miic	Total per Person	Multiply by 5 or 6	Total for Council	Notes
Various Workshops									\$280.00	
Training Class for Pattie									\$250.00	
Travel and Learning Total:							\$24,839.42		\$122,797.70	

Notes

(1) UAMPS Conference August 2023 – This conference has been historically paid for by the Power Department. Last time the council went was in 2019. According to the paperwork I found, the cost for each council member to attend this conference was \$1,414 each (air, hotel, per diem). There was no registration fee noted on any of the travel request forms for this conference. With a 10% inflation rate, if the council wanted to add this conference to their budget, I would estimate it to be \$1,555 each (times 5 = \$7,775 total). 4/12/2023 - Spoke with Michelle in the Power Department. She said there is no registration fee for the UAMPS Conference.

(2) ULCT October 2023 – This is a local conference that all councilmembers and the council director attend. The cost last year was \$485 per person. I added a 5% price increase for 2023 and rounded up to \$510 per person (times 6 = \$3,060)

(3) ULCT Local Officials Day January 2024 – Same as last year, budgeted \$100 for all councilmembers and the council director to attend.

(4) APPA Legislative Rally February 2024 – Historically the Power Department has invited, and paid for, two councilmembers to attend this conference, however, there have been recent discussions on whether all councilmembers should have the option to attend this conference. In FY 2022, two councilmembers attended this conference and it was paid for by the power department. The cost for the registration fee, lodging, per diem, airport parking and ground transportation for each councilmember was \$2,7676.50. Airfare ranged from \$1,300 to 2,038 (average of \$1,670). I added the conference cost to the average of the airfare to budget for next year. I budgeted \$4,346.50 for each councilmember to attend this conference in FY 2023.

(5) NLC Washington DC March 2024 – In FY 2022 the cost for the conference, hotel and per diem was \$2,031.50. The average cost of airfare was \$690. Total per councilmember to attend the conference is \$2,721.50; not including any pre-conference sessions which generally cost around \$185 per session.

(6) Councilmembers are invited by the Mayor and the conference is paid for by RDA



# Discussion Item #5



**MURRAY**


# Mayor's Office

## Community Development Block Grant Program (CDBG)

### Council Action Request

### Council Meeting

Meeting Date: May 16, 2023

<b>Department</b> <b>Director</b> Brett Hales  <b>Phone #</b> 801-264-2600  <b>Presenters</b> GL Critchfield	<b>Purpose of Proposal</b> Discuss whether or not to continue participation in the Salt Lake Urban County CDBG Program  <b>Action Requested</b> Actionable  <b>Attachments</b> Letter, Draft Interlocal Agreement  <b>Budget Impact</b> If Murray City were to opt-out of the Program then federal CDBG funds, and administration of funds, will be sent to the city.  <b>Description of this Item</b> Salt Lake County currently administers the CDBG funds for Murray City. The contract with the County is expiring and the City must decide whether or not to remain with the County. If the City chooses to opt-out then the City will receive the CDBG funds and must administer them according to HUD regulations.
<b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>   <b>Date</b> May 9, 2023	



**Jennifer Wilson**  
*Salt Lake County Mayor*

**Catherine Kanter**  
*Deputy Mayor  
Regional Operations*

**Dina Blaes**  
*Regional Development Director*

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**Housing and Community  
Development**

**Michael R. Gallegos**  
*Housing and Community  
Development Director*

May 4, 2023

Murray City  
c/o Mayor Brett Hales  
5025 South State Street  
Murray, UT 84107

RE: NOTIFICATION OF RIGHT TO ELECT TO BE EXCLUDED FROM  
THE SALT LAKE URBAN COUNTY FOR FEDERAL FISCAL YEARS  
2024-2026 (SALT LAKE COUNTY PROGRAM YEARS 2024-2026).

Murray City is a current member of the Salt Lake County Urban County Community Development Block Grant Program (CDBG). Every three years the County is required to notify you of the opportunity to remain a CDBG urban county participating jurisdiction or be excluded from the program.

The purpose of this letter is to inform you that Salt Lake County (“County”) is in the process of requalifying for entitlement status as an urban county, as necessary for participation in the Community Development Block Grant (CDBG) Program for Program Years (PYs) 2024-2026, and hereby notifies Murray City of your right to elect to be excluded from the urban county. If you elect to be excluded from the urban county, you must make that election by letter by May 26<sup>th</sup>, 2023, and said letter must be sent to County and HUD. Failure to respond by this date means that Murray City will be considered part of the urban county for PYs 2024-2026 as stipulated in the existing interlocal agreement.

Please note the following:

- If you choose to remain with the urban county, you are ineligible to apply for grants under the state CDBG program while you are part of the urban county;
- If you choose to remain with the urban county, you are also a participant in the HOME program if the urban county receives Home funding and you may only receive a formula allocation under the HOME program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State Funds, if the State allows;
- If you choose to remain with the urban county, you are also a participant in the ESG program if the urban county receives ESG funding and you may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;

- If you choose to be excluded from the urban county, you must notify both the County and the HUD Field Office of your election to be excluded by May 26<sup>th</sup>, 2023;
- Your election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless you specifically elect to be included in a subsequent year for the remainder of the urban county's three-year qualification period.
- You entered into an Interlocal Cooperation Agreement ("Agreement") with an effective date of July 1, 2021, and ending on June 30, 2024. This Agreement will be automatically renewed at the end of the current qualification period unless you exercise your right to terminate the Agreement and not participate during the 2024-2026 qualification period, by notifying the County and HUD of such intent by May 26<sup>th</sup>, 2023.

Please note that the above-stated language is required by the Federal Department of Housing and Urban Development ("HUD") to be included in this notice as part of the urban county Qualification process. The opt-out deadline referenced above has been accelerated from the HUD mandate of June 12<sup>th</sup> to a County requirement of May 26<sup>th</sup>, in order to have sufficient time to process all interlocal agreements as necessary before the hard deadline for submission to HUD of August 4<sup>th</sup>. We appreciate your understanding of the additional time that is required to have all 17 participating jurisdictions of the Salt Lake Urban County schedule the matter on individual council agendas. The timeline of the process for the next few months is as follows:

- May 26<sup>th</sup>, 2023 – County imposed deadline for participating jurisdictions of the Salt Lake Urban County to opt-out of the Salt Lake urban county, by advising the County in writing of such intent.
- May 30<sup>th</sup>, 2023 – County deadline to provide each participating jurisdiction with final copy of interlocal agreement, which will reference all jurisdictions to be included in the Salt Lake Urban County.
- June 12<sup>th</sup>, 2023 – HUD mandated deadline for participating jurisdictions of the Salt Lake Urban County to opt-out of the Salt Lake urban county, by advising HUD in writing of such intent.
- June 30<sup>th</sup>, 2023 – deadline for participating jurisdictions to return executed interlocal agreements to the County.
- July 5<sup>th</sup>, 2023 – target date for Salt Lake County Housing & Community Development staff to submit required documentation to council staff as necessary to schedule item for approval on July 18<sup>th</sup> agenda of Salt Lake County council.
- July 18<sup>th</sup>, 2023 – target date for Salt Lake County Council to consider resolution for renewal of Salt Lake Urban County.
- July 31<sup>st</sup>, 2023 – target date to submit all required documentation to HUD.
- August 4<sup>th</sup>, 2023 – HUD deadline for County to submit all documentation for requalification.
- August 25<sup>th</sup>, 2023 - HUD Field Office Counsel must complete review of agreements and authorizations, and certify by August 25<sup>th</sup>.



We have attached a draft of the interlocal agreement for your review. If you or your legal team has any questions, please have them contact John Diaz with the Salt Lake County District Attorney Office at 385-468-7825, [jediaz@slco.org](mailto:jediaz@slco.org). Please note that the final copy of the interlocal will be sent to each jurisdiction on or before May 30<sup>th</sup>, 2023

Finally, we assume you want to continue participating in the urban county for the next three-year period. If that is not the case, please notify Salt Lake County in writing of your decision to discontinue participation no later than May 26<sup>th</sup>, 2023, as detailed above. Such notification should be sent by you as the mayor or executive in consultation with your city or township council that initially approved your participation in the urban county. Federal regulations also require that you must notify the HUD Field Office no later than June 12, 2023, of your decision to be excluded. If you have any questions or concerns, please contact Mike Gallegos, Division Director Housing and Community Development at (385) 468-4901, [MGallegos@slco.org](mailto:MGallegos@slco.org), or Karen Kuipers, Community Development Manager at (385) 468-4863, [kkuipers@slco.org](mailto:kkuipers@slco.org).

Sincerely,



Karen Kuipers  
Community Development Manager

Attachment: Draft Copy of Interlocal Cooperation Agreement, Federal Fiscal Years 2024 through 2026

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**  
**for its Department of Regional Transportation,**  
**Housing, and Economic Development**

*And*

**TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON  
METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY,  
EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY  
CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE  
CITY CORP., MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH  
SALT LAKE, AND WHITE CITY METRO TOWNSHIP**

*Relating to the conduct of*

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM**

*For*

**FEDERAL FISCAL YEARS 2024 THROUGH 2026**

*And successive three-year periods thereafter*

**THIS INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is entered into effective \_\_\_\_ day of \_\_\_\_ 20\_\_ by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale City**, **Copperton Metro Township**, **Cottonwood Heights**, **Draper City**, **Emigration Canyon Metro Township**, **Herriman City**, **Holladay City**, **Kearns Metro Township**, **Magna Metro Township**, **Midvale City Corp.**, **Millcreek**, **Murray City**, **Riverton City**, City of **South Salt Lake**, and **White City Metro Township**, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the “Cities.” County and Cities may be referred to jointly as the “Parties” and individually as a “Party.”

## RECITALS

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq.*); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program; (collectively referred to as the “Acts”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts’ programs which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants (“CDBG”), HOME Investment Partnerships, and Emergency Solutions Grants (“ESG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the “Regulations”), which Regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD’s amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 2020, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the Parties to this Agreement (the “2020 Agreement”) for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities. The

County now wishes to terminate the 2020 Agreement and replace it with this Agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the federal fiscal years 2024-2026 urban county qualification process, the County and Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Final Statement of Community Development Objectives and Projected Use of Funds" (the "Final Statement") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

#### AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.
2. This Agreement covers the CDBG Entitlement program, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDGB, ESG, and HOME program qualification and grant calculation purposes.
3. The period of performance of this Agreement shall cover three CDBG, ESG, and HOME Program years beginning July 1, 2024 and ending June 30, 2027 (e.g., Federal FYs 2024 – 2026) and shall be automatically renew for successive three-year periods thereafter.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth

in Paragraph 14 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's "Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants under the Small Cities or State CDBG or ESG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG and ESG programs; (2) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, however no party shall be precluded from applying to the State for HOME funds, if the state allows; and (3) may receive a formula allocation under the ESG Program only through the urban county, however this does not preclude any party from applying to the to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that as to all projects and activities performed or conducted in the Cities under any CDBG, ESEG, or HOME program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.



7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Final Statements submitted annually to HUD for the expenditure of CDBG, ESG, and HOME funds granted to the County for such activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree to adopt any amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification notice period, and to submit such amendment to HUD as

provided in the urban county qualification notice, and further agree that such failure to comply will void the automatic renewal of such qualification period. In addition, the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The County and Cities shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws. In addition, the Parties understand and agree that the County may not provide any CDBG, ESG, or HOME Program funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification. The Parties further agree to sign the assurances and certifications in the HUD 424-B.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

14. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG, ESG, or HOME Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole or any City may withdraw from this Agreement, subject to the termination provisions set forth in Paragraph 3.

15. If the County qualifies as an urban county and the City is included, during the three program-years for which the County has qualified, the Parties agree not to veto or otherwise obstruct the implementation of the approved Comprehensive Housing Affordability Strategy (CHAS) during that three year period and for such additional time as may be required for the expenditure of CHAS funds granted for that period.

16. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Found in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

17. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach.* Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies.* The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence.* Time is of the essence in this Agreement.

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) *No Interlocal Entity.* The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget.* If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

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

(p) *Attorney Approval.* This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity.* All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment.* The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards.* The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements.* Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2027 are expended and the funded activities completed, this Agreement shall supersede and terminate the following interlocal agreement between the County and other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. 0000002580.

[Signature pages to follow]



SIGNATURE PAGE FOR SALT LAKE COUNTY  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: \_\_\_\_\_  
John E. Diaz  
Deputy District Attorney  
Salt Lake County

Date: \_\_\_\_\_

SIGNATURE PAGE FOR TOWN OF ALTA  
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TOWN OF ALTA

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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TOWN OF BRIGHTON

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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BLUFFDALE CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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COPPERTON METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_



SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY  
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COTTONWOOD HEIGHTS CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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DRAPER CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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EMIGRATION CANYON METRO  
TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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HERRIMAN CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

Date: \_\_\_\_\_

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HOLLADAY CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_



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KEARNS METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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MAGNA METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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MIDVALE CITY CORP.

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

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MILLCREEK

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

Date: \_\_\_\_\_

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MURRAY CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_



SIGNATURE PAGE FOR RIVERTON CITY  
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RIVERTON CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE  
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CITY OF SOUTH SALT LAKE

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP  
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WHITE CITY METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

Date: \_\_\_\_\_

**From:** [Doug Hill](#)  
**To:** [Brett Hales](#); [Tammy Kikuchi](#); [Jennifer Kennedy](#); [G.L. Critchfield](#); [Jared Hall](#)  
**Subject:** FW: Urban County Requalification Information  
**Date:** Wednesday, May 10, 2023 8:36:17 AM  
**Attachments:** [image002.png](#)  
[One Page Summary for Brighton.docx](#)  
[Final 2023 Urban County Notice FINAL.pdf](#)

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**From:** Karen Kuipers <[kkuipers@slco.org](mailto:kkuipers@slco.org)>  
**Sent:** Tuesday, May 9, 2023 4:13 PM  
**To:** Doug Hill <[dhill@murray.utah.gov](mailto:dhill@murray.utah.gov)>  
**Subject:** Urban County Requalification Information

Good afternoon Doug! Thank you for reaching out with your questions about the Urban County requalification process. In order to expedite the response, I am going to forward the summary that went to Brighton in 2020 (rather than customize it for Murray City, which would delay the info for a bit), which includes a link to a 15 minute YouTube video on the process which was prepared by HUD. I am also attaching the letter from HUD to the County for reference.

I have included an overview on CDBG from the HUD website below, if you want to share with anyone completely new to the Community Development Block Grant Program. I have a few bullet points for participating jurisdictions as well.

- Participating jurisdictions in the Urban County are encouraged to have a citizen from their communities represent your city/town on one of two Citizen Advisory Council. The Community & Economic Development Advisory Council reviews applications for “hard cost” activities. The Community & Support Services Advisory Council (CSSAC) reviews applications for “soft costs” or operations expenses.
- Participating jurisdictions in the Urban County are consulted during the annual and 5-year Needs Assessments, and the needs of those communities are factored in when the funding priorities are established.
- Mayors of the participating jurisdictions are invited to participate in the annual Public Hearing, to receive comments from citizens across the County about programs that have applied for funding, and the resulting recommendations of the Citizen Advisory Councils.
- Mayors of the participating jurisdictions are invited to participate in an

annual meeting with other Mayors from the Urban County, to discuss the funding recommendations of the citizen councils. The Mayors determine and vote on the final funding recommendations, which are then officially determined by the Salt Lake County Mayor.

- For the past 3 years, Salt Lake County has “set-aside” about half of the available CDBG hard cost funds specifically for applications from Urban County jurisdictions. The other half is available to non-profit and quasi-government agencies. This was done because we recognized that infrastructure activities found it difficult to compete with the “heartstrings” pulled by the presentation of crisis needs and critical programming of non-profit agencies. However, the infrastructure or public facility needs of the communities are also critically important – and any of the 17 participating jurisdictions may apply for funding for “hard cost” projects (housing, public facility improvements, or infrastructure) benefiting their low-to-moderate income citizens in their communities. Participating jurisdictions are not eligible to apply for “soft cost” activities (includes Case Management, Child Care Services, Education & Training, Emergency Shelter Essential Services, Emergency Shelter Operations, Employment Training, Food Banks (limited), Health Related Services (limited), Homeless Prevention, Landlord/Tenant Counseling, Legal Services, Mental Health Services (limited), Rapid Rehousing, Services for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Street Outreach, and Transportation Services (limited))

Here is the overview of CDBG funding from HUD:

## Overview

The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq. The program was designed to reinforce several important values and principles of community development:

- CDBG's flexibility empowers people and communities to design and

implement strategies tailored to their own needs and priorities.

- CDBG's emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in enhancing community development.
- CDBG's technical assistance activities and set-aside for grantees builds the capacity of these partners.

## Eligible Grantees

Eligible grantees are as follows:

- Principal cities of Metropolitan Statistical Areas (MSAs)
- Other metropolitan cities with populations of at least 50,000
- Qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities)
- States and insular areas

Eligibility for participation as an entitlement community is based on population data provided by the U.S. Census Bureau and metropolitan area delineations published by the Office of Management and Budget. HUD determines the amount of each entitlement grantee's annual funding allocation by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

Eligibility for participation as a state - 49 States and Puerto Rico participate in the State CDBG Program. HUD continues to administer the program for the non-entitled counties in the State of Hawaii because the State has permanently elected not to participate in the State CDBG Program. HUD distributes funds to each State based on a statutory formula which takes into account population, poverty, incidence of overcrowded housing, and age of housing.

States participating in the CDBG Program award grants only to non-entitlement Units of General Local Government (UGLG).

## Eligible Activities

CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property



- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Public services, within certain limits
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

Each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available. Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Political activities
- Certain income payments
- Construction of new housing (with some exceptions)

## Eligible Beneficiaries

Over a 1, 2, or 3-year period, as selected by the grantee, not less than 70 percent of CDBG funds must be used for activities that benefit low- and moderate-income persons.

HUD does not provide CDBG assistance directly to individuals, businesses, nonprofit or organizations or other non-governmental entities. If you are interested in participating in this program, you need to contact your local municipal or county officials to find out how the program operates in your area. Participation requirements may differ from one grantee to another.

If your local government officials cannot answer your questions, or if you are a local official, contact the HUD field office that serves your area. Note that the

local government administers the program and determines which local projects receive funding.

### Citizen Participation

A grantee must develop and follow a detailed plan which provides for, and encourages, citizen participation and which emphasizes participation by persons of low- or moderate-income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds. The plan must:

- Provide citizens with reasonable and timely access to local meetings, information, and records related to the grantee's proposed and actual use of funds
- Provide for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance
- Provide for timely written answers to written complaints and grievances
- Identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate

I know this is a lot of info, but hoping you can pull from it what will be helpful to disseminate! Please call me on my cell phone at 435-830-7953 if you need more info! Thank you!

Karen



**Karen Kuipers**

Community Development Manager

**Housing & Community Development**

2001 South State Street, Suite S2-100

PO Box 144575

Salt Lake City, UT 84114-4575

*385-468-4863 office / 435-830-7953 cell*

*TTY - 711*

[kkuipers@slco.org](mailto:kkuipers@slco.org)

## Summary of Urban County CDBG Qualification Process – Prepared for Town of Brighton

### Background on the CDBG & HOME Programs:

For more than 40 years, the Community Development Block Grant (CDBG) Program has provided local communities with an important source of funds to address affordable housing and community and economic development needs. The CDBG program provides grants to create neighborhood approaches that improve the physical, economic and social conditions in communities. In Salt Lake County CDBG funds have afforded Non-Profit Agencies the ability to provide housing programs and critical facility improvements. The housing programs allow low income residents to improve their homes and maintains the existing housing stock, ensuring the critical repairs are completed to provide a safe and healthy home for everyone. Funds also assist with down payment assistance to provide home ownership opportunities to low income residents of the County. These funds have also been targeted within the 16 Jurisdictions which were previously included in the Urban County area to provide street improvements, park improvements along with accessibility improvements for neighborhood revitalization in areas most in need within these communities.

For more than 20 years, the HOME program has helped communities provide access to affordable housing for low-income households. The HOME program provides grants to create safe, sanitary, and affordable housing in communities nationwide. In Salt Lake County, the HOME funds provide critical housing programs in partnership with Non-Profit Agencies. These programs include outcomes such as reduction of asthma triggers, lead hazard remediation, and mitigation of radon gas hazards. HOME funds also participate in Rental Housing Projects, and the provision of Tenant Based Rental Assistance.

### Background on Urban County Qualification:

For the last 27 years, Salt Lake County has been qualified as an Urban County for purposes of receiving the formula grant allocations of the Community Development Block Grant (CDBG) program from the Department of Housing and Urban Development (HUD). This requires interlocal agreements with the small cities and towns in the county which are not entitlement cities (entitlement cities have 50,000+ residents and receive funds directly from HUD). Currently there are three interlocal agreements which have been entered into over the history of the Urban County as new jurisdictions have been added. Salt Lake County receives the allocation of funding from HUD and administers the CDBG program which provides services to the residents of the Urban County. Representatives from the participating jurisdictions are included in the two citizen advisory councils that review applications for funding and make recommendations for the use of the CDBG funds.

Every three years, Salt Lake County must recertify to remain an Urban County. The next renewal period is for 2021-2023. The process involves notifying each jurisdiction of the requalification timeline, and also confirming that participating jurisdictions wish to remain a member of the Urban County. That notification process ended in June 2020, and it was determined that all participating cities and towns agreed to remain a part of the Urban County. ***Unfortunately, due to staff turnover and the timing of the COVID-19 pandemic, the identification of the new jurisdiction of the Town of Brighton as an eligible new participant was missed.*** The County submitted the required documentation for the renewing jurisdictions to HUD for review and approval in June. In HUD's response, they have required several changes to language in the interlocal agreements, primarily related to the inclusion of the Emergency Solutions Grant (ESG) formula allocations. Due to inconsistencies in terminology over the time that the three interlocal agreements were enacted, it was suggested that a single new interlocal agreement should be developed rather than amending the three existing agreements which have outdated language. The deadline to submit the updated interlocal agreement to HUD - fully executed with approvals by the participating cities and towns - is September 18, 2020. This is a non-negotiable deadline, which must be met by every participating jurisdiction in the Urban County in order to not jeopardize approximately \$3,000,000 in annual federal CDBG and ESG funds. HUD's final review must be completed by September 30, 2020 for the County to be eligible for the next year of CDBG funding which begins October 1, 2020.

The following link is to a 15-minute HUD presentation which is targeted to counties regarding the Urban County qualification process, but it has information which may be helpful to the Mayor to understand the Urban County designation.

[https://www.youtube.com/watch?v=ZFy\\_qnq-cTQ&feature=youtu.be](https://www.youtube.com/watch?v=ZFy_qnq-cTQ&feature=youtu.be)



U.S. Department of Housing and Urban Development  
Community Planning and Development

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Special Attention of:  
All Regional Administrators  
All CPD Division Directors  
All CDBG Grantees

**Notice: CPD-23-02**  
**Issued: April 10, 2023**  
**Expires: April 10, 2024**  
Supersedes: CPD Notice 22-07

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2024-2026

### INTRODUCTION

This Notice establishes requirements, procedures, and deadlines to be followed in the urban county qualification process for FYs 2024-2026. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2024-2026, and to each state administering the State CDBG program which includes a potentially eligible urban county. If HUD Field Offices are notified later than the date of this Notice of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes the following seven attachments, lettered A-G, that contain listings of:

- Attachment A, all currently qualified urban counties;
- Attachment B, counties that requalify this qualification period (2024-2026);
- Attachment C, counties scheduled to qualify or requalify in FY 2024 for FY 2025-2027;
- Attachment D, counties scheduled to qualify or requalify in FY 2025 for FY 2026-2028;
- Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period;
- Attachment F, counties that may qualify as urban counties if metropolitan cities relinquish their status; and
- Attachment G, counties previously identified as eligible but that have not accepted urban county status.

Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in July 2023.

The schedule for qualifying urban counties is coordinated with qualifying HOME Investment Partnerships Program (HOME) consortia to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2024-2026 qualification period will start in March 2023 and run through September 15, 2023. This will provide HUD sufficient time before the September 30th deadline for FY 2024 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. This Notice emphasizes the importance of completing all the steps of the urban county qualification/ requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requalification process. Urban county worksheets will be accessible via Community Planning and Development's (CPD) Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide GMP system guidance for submitting urban county qualification data.

Section V.H., second paragraph, regarding Cooperation Agreements clearly delineates the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV. to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV. for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII. for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This



requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2023 for FYs 2024-2026 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Section F., Section VIII., Special Considerations addresses the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

Section G., Section VIII., Special Considerations addresses factors that arose during the 2017 qualification/requalification period regarding qualification of New York Towns as metropolitan cities.

The coronavirus pandemic has affected the urban county qualification and requalification processes, in that all required correspondence and documents must be transmitted electronically. To avoid delays, HUD encourages urban counties to begin the qualification and requalification processes upon release of this Notice to meet the deadlines in Section II., Qualification Schedule. Section II identifies correspondence that must be submitted in letter format on the appropriate letterhead rather than by email. Any properly executed letter (i.e., in letter format on the appropriate letterhead) may be transmitted as an attachment via email. If a properly executed letter is required, the Notice shall denote such requirement by indicating that the correspondence or notification must be "by letter." If not required, the Notice shall indicate that the correspondence or notification may be made "by letter or email."

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 402-2184 or [gloria.l.coates@hud.gov](mailto:gloria.l.coates@hud.gov). Data questions should be directed to Abubakari Zuberi in the Systems Development and Evaluation Division at (202) 708-0790 or [abubakari.d.zuberi@hud.gov](mailto:abubakari.d.zuberi@hud.gov). Requests for deadline extensions should be directed to Gloria Coates. These are not toll-free numbers. The TTY number for both divisions is (202) 708-2565.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires January 31, 2025. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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Attachment A – All Currently Qualified Urban Counties

Attachment B – Counties Scheduled to Requalify in 2023 for FYs 2024-2026

Attachment C – Counties Scheduled to Requalify in 2024 for FYs 2025-2027

Attachment D – Counties Scheduled to Requalify in 2025 for FYs 2026-2028

Attachment E – Counties Qualified through 2024 or 2025 That Contain Non-Participating Communities

Attachment F – Counties That May Qualify as Urban Counties if Metropolitan Cities Relinquish Their Status

Attachment G – Counties Previously Identified as Eligible But That Have Not Accepted Urban County Status

COMMUNITY DEVELOPMENT BLOCK GRANT  
URBAN COUNTY QUALIFICATION  
Fiscal Years 2024-2026

In accordance with 24 CFR § 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains the U.S. Department of Housing and Urban Development's (HUD) process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

To be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas;
2. Have a total combined population of at least 100,000 but fewer than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition, those included areas must in the aggregate contain the preponderance of low- and moderate-income persons residing in the urban county (calculated by dividing the number of low- and moderate-income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations; or
3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX. for additional information on Determinations of Essential Powers.

## B. Consolidated Plan Requirements

To receive an Entitlement Grant in FY 2024, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2023, through September 30, 2024. **An urban county's failure to submit its Consolidated Plan by August 16, 2024, will automatically result in a loss of CDBG funds for the 2024 program year (24 CFR § 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR § 570.307(f)) unless Congress extends this deadline via statute.** The Consolidated Plan must meet all requirements of 24 CFR part 91, including all required certifications.

## C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a consortium to receive HOME funding, the consortium's lead entity submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR § 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR § 91.215(f)), an Action Plan (24 CFR § 91.220) and the required Certifications (24 CFR § 91.225(a) and (b) as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR § 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII. of this Notice are important regardless of whether the urban county is a member of a consortium. In this regard and considering the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR 91.225, an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions.

However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs assessment, market analysis, strategic plan, and Action Plan on behalf of the consortium.

The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) & (b).

#### D. Synchronization of Urban County and HOME Qualification Periods

CDBG urban counties and HOME consortia qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR § 92.101(e). All consortium members must also have the same program year start date.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

## **II. QUALIFICATION SCHEDULE**

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2024-2026. Unless noted otherwise, deadlines may only be



extended by prior written authorization from Headquarters. Deadlines in paragraphs D., E., G., and I. may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the Field Office is not authorized to extend.

- A. By May 5, 2023, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2023 for the 2024-2026 Qualification Period).
- B. By May 5, 2023, counties must notify, by letter, split places of their options for exclusion from, or participation in, the urban county (see Attachment B and Section III., paragraph D, for an explanation of split places).
- C. By May 5, 2023, counties must notify, by letter, each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election by letter (see paragraph E., below). HUD recommends that included units of government be advised that failure to respond means that they will be considered part of the urban county for FYs 2024-2026. Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county. Additionally, that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county, or a unit of government participating with the urban county, from applying for HOME or ESG funds from the State, if the State allows.
- D. Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: <https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf>

A county that is already qualified as an urban county for FY 2024 (see Attachment E, Counties Qualified through 2024 or 2025 that Contain Nonparticipating Communities) may

elect to notify, by letter, nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H., below).

- E. By June 12, 2023, any county which has executed cooperation agreements with no specified end date is required to notify, by letter, affected participating units of government that the agreement will automatically be renewed unless the unit of government notifies the county by letter by July 7, 2023, (see paragraph F., below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). A failure by a unit of government to respond by the July 7, 2023, deadline means that the unit of government is required to remain with the urban county for FYs 2024-2026. Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.
- F. By June 12, 2023, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, by letter, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide whether it wants to be included or excluded since it will be notified of its status after the July 21 deadline (see Section VIII.E.). Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone. **Herriman City**
- G. By July 7, 2023, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2024-2026 qualification period must notify the county and its HUD Field Office by letter that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below. **Millcreek City**
- H. By July 7, 2023, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office by letter that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office by letter by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 18, 2023, to comply

with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by letter by July 28, 2023. Any extension of this deadline must be authorized by letter by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone. **Draper City**

- I. By July 14, 2023, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office by letter that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- J. By July 28, 2023, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail ([Abubakari.D.Zuberi@hud.gov](mailto:Abubakari.D.Zuberi@hud.gov)) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof (as discussed in paragraph H., above), they must elect to defer or accept their status by August 18, 2023. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 8, 2023, to notify the Systems Development and Evaluation Division of their decisions.
- K. By August 4, 2023, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV., Documents to be Submitted to HUD. Any extension of this deadline must be authorized by letter or email by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.
- L. By August 25, 2023, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV., paragraph E.), review of such opinion by Field Office Counsel is optional. However, Field Counsel must review the agreement to ensure that**

**any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.**

- M. During July, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are posted on GMP.
- N. By August 25, 2023, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2024 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). **THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.**
- O. By September 8, 2023 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, if necessary, an indication from Headquarters of any apparent discrepancies, problems, or questions – all noted in GMP. The Field Office is to verify the data in the GMP Final Report and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify, by letter, each county seeking to qualify as an urban county of its urban county status for FY 2024-2026 by September 22, 2023.

### III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

#### A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials (see Section V., Cooperation Agreements, paragraph A.) in sufficient time to meet the deadline for submission indicated in the schedule in Section II. (cooperation agreements must meet the standards in Section V. of this Notice).

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.

B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;
2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;
3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;
4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II., Qualification Schedule, paragraph E.; and
5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, by letter, any such unit of local government during the second or third year of the qualification period that the local

government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:
  - a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or
  - b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.
2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:
  - a. to be excluded from all urban counties;
  - b. to be entirely included in one urban county and excluded from all other such counties; or
  - c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.



E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2024-2026 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2024-2026 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

- A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III., Qualification Actions to Be Taken by County, paragraph B.). This does not apply to an already qualified urban county adding communities.
- B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III. paragraph C.).
- C. Where applicable, a copy of the letter from:
  - 1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;
  - 2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;
  - 3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or
  - 4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program (See Section II., Qualification Schedule, paragraph G.).
- D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to

terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III., paragraph E.).

- E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III., Qualification Actions to be Taken by County, paragraph C., and the opinions of county counsel and governing body authorizations required in Section V., Cooperation Agreements, paragraphs B. and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V., Cooperation Agreements, paragraph E., at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

- F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII., paragraph A., Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city falls under the "exception criteria" at 24 CFR § 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, by letter, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII., paragraph A., for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

## V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards to be found acceptable:

- A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.
- B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the

county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)

E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2024-2026), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to

participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

- F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E.), and that such failure to comply will void the automatic renewal for such qualification period.
- G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
- H. The agreement must expressly state that the county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the

implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department. The agreement must include the obligation to sign the assurances and certifications in the HUD 424-B.

Periodically, statutory, or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.

- I. The agreement must expressly state that the cooperating unit of general local government has adopted and is enforcing:
  1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. If the county is a member of a HOME consortium, however, the consortium submits the Plan developed by the county (see Section I., General Requirements, paragraph C.).
- K. The agreement must contain language specifying that, pursuant to 24 CFR § 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B.).

L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.

M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2023 for FYs 2024-2026 must incorporate this language into cooperation agreements by revision or amendment.

## VI. PERIOD OF QUALIFICATION

### A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period. The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII paragraph E).

### B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, retain



its classification as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

## VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A., Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

## VIII. SPECIAL CONSIDERATIONS

### A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V., Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the

amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or [Marlisa.M.Grogan@hud.gov](mailto:Marlisa.M.Grogan@hud.gov). The TTY number is 603-666-3805. These are not toll-free numbers.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the exception rule criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the exception rule. HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

#### B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V., Cooperation Agreements, between an urban county and its participating units of local

government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 § CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which the units of general local government are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

A unit of local government that is partially located in two counties with at least one of those counties being a member of a consortium may participate in the consortium. If the county is an urban county, the unit of local government may only participate as a member of the urban county.

E. Counties with Potential Metropolitan Cities

If a county includes a unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or

becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FYs 2024-2026, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided based on the community's eligibility as a metropolitan city prior to July 28, 2023 (or a later date if approved by letter or email by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 above is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to opt out later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

#### F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local

government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized by Census as dissolved, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government has legally ceased to exist.

#### G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide to become metropolitan cities and administer their own CDBG programs. This means that the towns would have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county's requalification year. The town must secure the participation of all the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending

on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all the villages. To illustrate, for example, hypothetical Blue County is requalifying in 2024 for 2025-2027. The town of Orange has been participating in the county's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2023 so it can begin to contact the villages and secure their participation in the town's CDBG program.

2. The urban county is required to notify all participating units of general local government by letter (typically, in April) that they may choose to opt out of participation in the urban county's CDBG program. The units of general local government must notify the urban counties by letter of their decisions by the due date (typically, in June) in Section II. of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county's correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the town's decision to seek entitlement status may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

## IX. DETERMINATIONS OF ESSENTIAL POWERS

- A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

For these purposes, the term essential community development and housing assistance activities means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include but are not limited to (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of



or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

- B. For new and requalifying counties, the notification by the Field Office required under Section II., paragraph A., must include the following determinations:
1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.
  2. Which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD by letter by July 14, 2023); and,
  3. Which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V. of this Notice.

## **ATTACHMENT A**

### **ALL CURRENTLY QUALIFIED URBAN COUNTIES**

#### **NEW ENGLAND FIELD OFFICES**

MAINE

CUMBERLAND COUNTY

#### **NEW YORK/NEW JERSEY FIELD OFFICES**

NEW JERSEY

ATLANTIC COUNTY

NEW JERSEY

BERGEN COUNTY

NEW JERSEY

BURLINGTON COUNTY

NEW JERSEY

CAMDEN COUNTY

NEW JERSEY

ESSEX COUNTY

NEW JERSEY

GLOUCESTER COUNTY

NEW JERSEY

HUDSON COUNTY

NEW JERSEY

MIDDLESEX COUNTY

NEW JERSEY

MONMOUTH COUNTY

NEW JERSEY

MORRIS COUNTY

NEW JERSEY

OCEAN COUNTY

NEW JERSEY

PASSAIC COUNTY

NEW JERSEY

SOMERSET COUNTY

NEW JERSEY

UNION COUNTY

NEW YORK

DUTCHESS COUNTY

NEW YORK

ERIE COUNTY

NEW YORK

MONROE COUNTY

NEW YORK

NASSAU COUNTY

NEW YORK

ONONDAGA COUNTY

NEW YORK

ORANGE COUNTY

NEW YORK

ROCKLAND COUNTY

NEW YORK

SUFFOLK COUNTY

NEW YORK

WESTCHESTER COUNTY

#### **MID-ATLANTIC FIELD OFFICES**

DELAWARE

NEW CASTLE COUNTY

MARYLAND

ANNE ARUNDEL COUNTY

MARYLAND

BALTIMORE COUNTY

MARYLAND  
MARYLAND  
MARYLAND  
MARYLAND

HARFORD COUNTY  
HOWARD COUNTY  
MONTGOMERY COUNTY  
PRINCE GEORGES COUNTY

PENNSYLVANIA  
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ALLEGHENY COUNTY  
BEAVER COUNTY  
BERKS COUNTY  
BUCKS COUNTY  
CHESTER COUNTY  
CUMBERLAND COUNTY  
DAUPHIN COUNTY  
DELAWARE COUNTY  
LANCASTER COUNTY  
LEHIGH COUNTY  
LUZERNE COUNTY  
MONTGOMERY COUNTY  
NORTHAMPTON COUNTY  
WASHINGTON COUNTY  
WESTMORELAND COUNTY  
YORK COUNTY

VIRGINIA  
VIRGINIA  
VIRGINIA  
VIRGINIA  
VIRGINIA  
VIRGINIA

ARLINGTON COUNTY  
CHESTERFIELD COUNTY  
FAIRFAX COUNTY  
HENRICO COUNTY  
LOUDOUN COUNTY  
PRINCE WILLIAM COUNTY

#### **SOUTHEAST/CARIBBEAN FIELD OFFICES**

ALABAMA  
ALABAMA

JEFFERSON COUNTY  
MOBILE COUNTY

FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA

BREVARD COUNTY  
BROWARD COUNTY  
CLAY COUNTY  
COLLIER COUNTY  
ESCAMBIA COUNTY  
HILLSBOROUGH COUNTY  
JACKSONVILLE-DUVAL COUNTY

FLORIDA  
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NORTH CAROLINA

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SOUTH CAROLINA  
SOUTH CAROLINA

TENNESSEE  
TENNESSEE

**MIDWEST FIELD OFFICES**

LAKE COUNTY  
LEE COUNTY  
MANATEE COUNTY  
MARION COUNTY  
MIAMI-DADE COUNTY  
ORANGE COUNTY  
OSCEOLA COUNTY  
PALM BEACH COUNTY  
PASCO COUNTY  
PINELLAS COUNTY  
POLK COUNTY  
SARASOTA COUNTY  
SEMINOLE COUNTY  
ST. JOHNS COUNTY  
VOLUSIA COUNTY

CHEROKEE COUNTY  
CLAYTON COUNTY  
COBB COUNTY  
DE KALB COUNTY  
FULTON COUNTY  
GWINNETT COUNTY  
HENRY COUNTY

CUMBERLAND COUNTY  
MECKLENBURG COUNTY  
UNION COUNTY  
WAKE COUNTY

BERKELEY COUNTY  
CHARLESTON COUNTY  
GREENVILLE COUNTY  
HORRY COUNTY  
LEXINGTON COUNTY  
RICHLAND COUNTY  
SPARTANBURG COUNTY

KNOX COUNTY  
SHELBY COUNTY

ILLINOIS  
ILLINOIS  
ILLINOIS  
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INDIANA  
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OHIO

WISCONSIN  
WISCONSIN  
WISCONSIN

COOK COUNTY  
DU PAGE COUNTY  
KANE COUNTY  
LAKE COUNTY  
MADISON COUNTY  
MCHENRY COUNTY  
ST. CLAIR COUNTY  
WILL COUNTY

HAMILTON COUNTY  
LAKE COUNTY

GENESEE COUNTY  
KENT COUNTY  
MACOMB COUNTY  
OAKLAND COUNTY  
WASHTENAW COUNTY  
WAYNE COUNTY

ANOKA COUNTY  
DAKOTA COUNTY  
HENNEPIN COUNTY  
RAMSEY COUNTY  
ST. LOUIS COUNTY  
WASHINGTON COUNTY

BUTLER COUNTY  
CLERMONT COUNTY  
CUYAHOGA COUNTY  
FRANKLIN COUNTY  
HAMILTON COUNTY  
LAKE COUNTY  
MONTGOMERY COUNTY  
STARK COUNTY  
SUMMIT COUNTY  
WARREN COUNTY

DANE COUNTY  
MILWAUKEE COUNTY  
WAUKESHA COUNTY

## **SOUTHWEST FIELD OFFICES**

LOUISIANA  
LOUISIANA

JEFFERSON PARISH  
ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS

BEXAR COUNTY  
BRAZORIA COUNTY  
DALLAS COUNTY  
FORT BEND COUNTY  
HARRIS COUNTY  
HIDALGO COUNTY  
MONTGOMERY COUNTY  
TARRANT COUNTY  
TRAVIS COUNTY  
WILLIAMSON COUNTY

## **GREAT PLAINS FIELD OFFICES**

KANSAS

JOHNSON COUNTY

MISSOURI  
MISSOURI  
MISSOURI

JEFFERSON COUNTY  
ST. LOUIS COUNTY  
ST. CHARLES COUNTY

## **ROCKY MOUNTAIN FIELD OFFICES**

COLORADO  
COLORADO  
COLORADO  
COLORADO  
COLORADO

ADAMS COUNTY  
ARAPAHOE COUNTY  
EL PASO COUNTY  
JEFFERSON COUNTY  
WELD COUNTY

UTAH  
UTAH

SALT LAKE COUNTY  
UTAH COUNTY

## **PACIFIC/HAWAII FIELD OFFICES**

ARIZONA

MARICOPA COUNTY



PIMA COUNTY  
PINAL COUNTY

ALAMEDA COUNTY  
CONTRA COSTA COUNTY  
FRESNO COUNTY  
KERN COUNTY  
LOS ANGELES COUNTY  
MARIN COUNTY  
MONTEREY COUNTY  
ORANGE COUNTY  
RIVERSIDE COUNTY  
SACRAMENTO COUNTY  
SAN BERNARDINO COUNTY  
SAN DIEGO COUNTY  
SAN JOAQUIN COUNTY  
SAN LUIS OBISPO COUNTY  
SAN MATEO COUNTY  
SANTA BARBARA COUNTY  
SANTA CLARA COUNTY  
SONOMA COUNTY  
STANISLAUS COUNTY  
VENTURA COUNTY

CLARK COUNTY

CLACKAMAS COUNTY  
MARION COUNTY  
MULTNOMAH COUNTY  
WASHINGTON COUNTY

CLARK COUNTY  
KING COUNTY  
KITSAP COUNTY  
PIERCE COUNTY  
SNOHOMISH COUNTY  
SPOKANE COUNTY  
THURSTON COUNTY



## **ATTACHMENT B**

### **COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYs 2024-2026**

#### **NEW YORK/NEW JERSEY FIELD OFFICES**

NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	UNION COUNTY

NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY

#### **MID-ATLANTIC FIELD OFFICES**

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	DELAWARE COUNTY

PENNSYLVANIA  
PENNSYLVANIA  
PENNSYLVANIA  
PENNSYLVANIA  
PENNSYLVANIA  
PENNSYLVANIA

LANCASTER COUNTY  
LUZERNE COUNTY  
MONTGOMERY COUNTY  
WASHINGTON COUNTY  
WESTMORELAND COUNTY  
YORK COUNTY

VIRGINIA  
VIRGINIA

ARLINGTON COUNTY  
FAIRFAX COUNTY

### **SOUTHEAST/CARIBBEAN FIELD OFFICES**

ALABAMA

JEFFERSON COUNTY

FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA  
FLORIDA

BROWARD COUNTY  
CLAY COUNTY  
ESCAMBIA COUNTY  
HILLSBOROUGH COUNTY  
LAKE COUNTY  
MIAMI-DADE COUNTY  
ORANGE COUNTY  
PALM BEACH COUNTY  
PINELLAS COUNTY  
POLK COUNTY  
VOLUSIA COUNTY

GEORGIA  
GEORGIA  
GEORGIA  
GEORGIA  
GEORGIA

CHEROKEE COUNTY  
COBB COUNTY  
DE KALB COUNTY  
FULTON COUNTY  
HENRY COUNTY

SOUTH CAROLINA  
SOUTH CAROLINA  
SOUTH CAROLINA  
SOUTH CAROLINA

BERKELEY COUNTY  
CHARLESTON COUNTY  
GREENVILLE COUNTY  
LEXINGTON COUNTY

TENNESSEE

KNOX COUNTY

### **MIDWEST FIELD OFFICES**

ILLINOIS  
ILLINOIS  
ILLINOIS  
ILLINOIS  
ILLINOIS  
ILLINOIS  
MICHIGAN  
MICHIGAN  
MICHIGAN  
MICHIGAN  
MICHIGAN  
MICHIGAN

COOK COUNTY  
DU PAGE COUNTY  
LAKE COUNTY  
MADISON COUNTY  
ST. CLAIR COUNTY  
WILL COUNTY  
GENESEE COUNTY  
KENT COUNTY  
MACOMB COUNTY  
OAKLAND COUNTY  
WASHTENAW COUNTY  
WAYNE COUNTY

MINNESOTA

HENNEPIN COUNTY

OHIO  
OHIO  
OHIO  
OHIO  
OHIO  
OHIO  
OHIO  
OHIO  
OHIO

CLERMONT COUNTY  
CUYAHOGA COUNTY  
FRANKLIN COUNTY  
HAMILTON COUNTY  
LAKE COUNTY  
MONTGOMERY COUNTY  
STARK COUNTY  
SUMMIT COUNTY  
WARREN COUNTY

WISCONSIN

MILWAUKEE COUNTY

#### **SOUTHWEST FIELD OFFICES**

LOUISIANA

JEFFERSON PARISH

TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS

DALLAS COUNTY  
HARRIS COUNTY  
HIDALGO COUNTY  
TARRANT COUNTY  
TRAVIS COUNTY

#### **GREAT PLAINS FIELD OFFICES**

MISSOURI

ST. LOUIS COUNTY

## **ROCKY MOUNTAIN FIELD OFFICES**

COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
COLORADO	WELD COUNTY
UTAH	SALT LAKE COUNTY

## **PACIFIC/HAWAII FIELD OFFICES**

ARIZONA	MARICOPA COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
NEVADA	CLARK COUNTY

## **NORTHWEST/ALASKA FIELD OFFICES**

OREGON	CLACKAMAS COUNTY
OREGON	MARION COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY



WASHINGTON

SPOKANE COUNTY

## ATTACHMENT C

### COUNTIES SCHEDULED TO REQUALIFY IN 2024 FOR FYs 2025-2027

<b>NEW ENGLAND FIELD OFFICES</b>	
MAINE	CUMBERLAND COUNTY
<b>NEW YORK/NEW JERSEY FIELD OFFICES</b>	
NEW JERSEY	ATLANTIC COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	WESTCHESTER COUNTY
<b>MID-ATLANTIC FIELD OFFICES</b>	
PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY
<b>SOUTHEAST/CARIBBEAN FIELD OFFICES</b>	
FLORIDA	BREVARD COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	GWINNETT COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY

TENNESSEE	SHELBY COUNTY
<b>MIDWEST FIELD OFFICES</b>	
ILLINOIS	KANE COUNTY
ILLINOIS	MCHENRY COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	WASHINGTON COUNTY
<b>SOUTHWEST FIELD OFFICES</b>	
TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	WILLIAMSON COUNTY
<b>GREAT PLAINS FIELD OFFICES</b>	
KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY
<b>ROCKY MOUNTAIN FIELD OFFICES</b>	
COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY
<b>PACIFIC/HAWAII FIELD OFFICES</b>	
ARIZONA	PINAL COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	VENTURA COUNTY

<b>NORTHWEST/ALASKA FIELD OFFICES</b>	
OREGON	MULTNOMAH COUNTY
WASHINGTON	THURSTON COUNTY

## **ATTACHMENT D**

### **COUNTIES SCHEDULED TO REQUALIFY IN 2025 FOR FYs 2026-2028**

#### **NEW YORK/NEW JERSEY FIELD OFFICES**

NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY

#### **MID-ATLANTIC FIELD OFFICES**

MARYLAND	HOWARD COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
VIRGINIA	HENRICO COUNTY

#### **SOUTHEAST/CARIBBEAN FIELD OFFICES**

ALABAMA	MOBILE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	SARASOTA COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	RICHLAND COUNTY

#### **MIDWEST FIELD OFFICES**

MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	ST LOUIS COUNTY
OHIO	BUTLER COUNTY

WISCONSIN  
WISCONSIN

DANE COUNTY  
WAUKESHA COUNTY

**SOUTHWEST FIELD OFFICES**

LOUISIANA

ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

**GREAT PLAINS FIELD OFFICES**

MISSOURI

ST. CHARLES COUNTY

**ROCKY MOUNTAIN FIELD OFFICES**

UTAH

UTAH COUNTY

**PACIFIC/HAWAII FIELD OFFICES**

ARIZONA

PIMA COUNTY

CALIFORNIA

STANISLAUS COUNTY

**NORTHWEST/ALASKA FIELD OFFICES**

WASHINGTON

KITSAP COUNTY

## **ATTACHMENT E**

### **COUNTIES QUALIFIED THROUGH 2024 OR 2025 THAT CONTAIN NON-PARTICIPATING COMMUNITIES**

#### **NEW ENGLAND FIELD OFFICES**

CUMBERLAND COUNTY	MAINE
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#### **NEW YORK/NEW JERSEY FIELD OFFICES**

ATLANTIC COUNTY	NEW JERSEY
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WESTCHESTER COUNTY	NEW YORK
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#### **MID-ATLANTIC FIELD OFFICES**

DAUPHIN COUNTY	PENNSYLVANIA
LEHIGH COUNTY	PENNSYLVANIA

#### **SOUTHEAST/CARIBBEAN FIELD OFFICES**

MOBILE COUNTY	ALABAMA
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BREVARD COUNTY	FLORIDA
COLLIER COUNTY	FLORIDA
JACKSONVILLE-DUVAL COUNTY	FLORIDA
MANATEE COUNTY	FLORIDA
MARION COUNTY	FLORIDA
PASCO COUNTY	FLORIDA
SARASOTA COUNTY	FLORIDA
ST. JOHNS COUNTY	FLORIDA

CLAYTON COUNTY	GEORGIA
GWINNETT COUNTY	GEORGIA

MECKLENBURG COUNTY	NORTH CAROLINA
UNION COUNTY	NORTH CAROLINA
WAKE COUNTY	NORTH CAROLINA

HORRY COUNTY	SOUTH CAROLINA
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RICHLAND COUNTY  
SPARTANBURG COUNTY

SOUTH CAROLINA  
SOUTH CAROLINA

**MIDWEST FIELD OFFICES**

KANE COUNTY  
MCHENRY COUNTY

ILLINOIS  
ILLINOIS

HAMILTON COUNTY

INDIANA

RAMSEY COUNTY  
ST. LOUIS COUNTY  
WASHINGTON COUNTY

MINNESOTA  
MINNESOTA  
MINNESOTA

BUTLER COUNTY

OHIO

DANE COUNTY  
WAUKESHA COUNTY

WISCONSIN  
WISCONSIN

**SOUTHWEST FIELD OFFICES**

TULSA COUNTY

OKLAHOMA

BEXAR COUNTY  
BRAZORIA COUNTY  
FORT BEND COUNTY  
MONTGOMERY COUNTY  
WILLIAMSON COUNTY

TEXAS  
TEXAS  
TEXAS  
TEXAS  
TEXAS

**GREAT PLAINS FIELD OFFICES**

JEFFERSON COUNTY  
ST. CHARLES COUNTY

MISSOURI  
MISSOURI

**ROCKY MOUNTAIN FIELD OFFICES**

ARAPAHOE COUNTY

COLORADO

UTAH COUNTY

UTAH

**PACIFIC/HAWAII FIELD OFFICES**

PIMA COUNTY  
PINAL COUNTY

ARIZONA  
ARIZONA

MONTEREY COUNTY  
SANTA BARBARA COUNTY

CALIFORNIA  
CALIFORNIA

**NORTHWEST/ALASKA FIELD OFFICES**

MULTNOMAH COUNTY

OREGON

KITSAP COUNTY  
THURSTON COUNTY

WASHINGTON  
WASHINGTON

ATTACHMENT F  
LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES  
IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

<b>State</b>	<b>Name</b>	<b>POP21</b>
<b>AL</b>	<b>Madison County</b>	<b>395,211</b>
AL	Huntsville city (pt.)	212,359
<b>AL</b>	<b>Montgomery County</b>	<b>227,434</b>
AL	Montgomery city	198,665
<b>AL</b>	<b>Tuscaloosa County</b>	<b>227,007</b>
AL	Tuscaloosa city	100,618
<b>AR</b>	<b>Benton County</b>	<b>293,692</b>
AR	Bentonville city	56,734
AR	Rogers city	71,112
AR	Springdale city (pt.)	12,106
<b>AR</b>	<b>Pulaski County</b>	<b>397,821</b>
AR	Jacksonville city	29,305
AR	Little Rock city	201,998
AR	North Little Rock city	64,162
<b>AR</b>	<b>Washington County</b>	<b>250,057</b>
AR	Fayetteville city	95,230
AR	Springdale city (pt.)	75,503
<b>AZ</b>	<b>Yavapai County</b>	<b>242,253</b>
AZ	Prescott city	46,833
<b>AZ</b>	<b>Yuma County</b>	<b>206,990</b>
AZ	Yuma city	97,093
<b>CA</b>	<b>Butte County</b>	<b>208,309</b>
CA	Chico city	102,338
CA	Paradise town	5,268
CA	Springdale city (pt.)	75,503
<b>CA</b>	<b>Merced County</b>	<b>286,461</b>
CA	Merced city	89,308
<b>CA</b>	<b>Placer County</b>	<b>412,300</b>
CA	Rocklin city	72,975
CA	Roseville city	151,901
<b>CA</b>	<b>Santa Cruz County</b>	<b>267,792</b>
CA	Santa Cruz city	61,950
CA	Watsonville city	52,067

<b>State</b>	<b>Name</b>	<b>POP21</b>
<b>CA</b>	<b>Solano County</b>	<b>451,716</b>
CA	Fairfield city	119,705
CA	Vacaville city	103,078
CA	Vallejo city	124,886
<b>CA</b>	<b>Yolo County</b>	<b>216,986</b>
CA	Davis city	66,799
CA	West Sacramento city	53,637
CA	Woodland city	61,398
<b>CO</b>	<b>Boulder County</b>	<b>329,543</b>
CO	Boulder city	104,175
CO	Longmont city (pt.)	99,463
<b>CO</b>	<b>Larimer County</b>	<b>362,533</b>
CO	Fort Collins city	168,538
CO	Loveland city	77,194
<b>FL</b>	<b>Alachua County</b>	<b>279,238</b>
FL	Gainesville city	140,398
<b>FL</b>	<b>Leon County</b>	<b>292,817</b>
FL	Tallahassee city	197,102
<b>FL</b>	<b>Okaloosa County</b>	<b>213,255</b>
FL	Crestview city	27,820
FL	Fort Walton Beach city	20,879
<b>FL</b>	<b>St. Lucie County</b>	<b>343,579</b>
FL	Fort Pierce city	47,927
FL	Port St. Lucie city	217,523
<b>GA</b>	<b>Chatham County</b>	<b>296,329</b>
GA	Savannah city	147,088
<b>GA</b>	<b>Hall County</b>	<b>207,369</b>
GA	Gainesville city	43,417
<b>IA</b>	<b>Linn County</b>	<b>228,939</b>
IA	Cedar Rapids city	136,467
<b>ID</b>	<b>Ada County</b>	<b>511,931</b>
ID	Boise City city	237,446
ID	Meridian city	125,963
<b>ID</b>	<b>Canyon County</b>	<b>243,115</b>
ID	Caldwell city	63,629
ID	Nampa city	106,186
<b>IL</b>	<b>Champaign County</b>	<b>205,943</b>
IL	Champaign city	89,114
IL	Rantoul village	12,119
IL	Urbana city	38,681

<b>State</b>	<b>Name</b>	<b>POP21</b>
<b>IL</b>	<b>Winnebago County</b>	<b>283,119</b>
IL	Rockford city (pt.)	147,711
<b>IN</b>	<b>Allen County</b>	<b>388,608</b>
IN	Fort Wayne city	265,974
<b>IN</b>	<b>Elkhart County</b>	<b>206,921</b>
IN	Elkhart city	53,949
IN	Goshen city	34,756
<b>IN</b>	<b>St. Joseph County</b>	<b>272,212</b>
IN	Mishawaka city	51,074
IN	South Bend city	103,353
<b>KS</b>	<b>Sedgwick County</b>	<b>523,828</b>
KS	Wichita city	395,699
<b>LA</b>	<b>Caddo Parish</b>	<b>233,092</b>
LA	Shreveport city (pt.)	181,146
<b>LA</b>	<b>Calcasieu Parish</b>	<b>205,282</b>
LA	Lake Charles city	81,097
<b>ME</b>	<b>York County</b>	<b>214,591</b>
ME	Biddeford city	22,569
<b>MI</b>	<b>Ingham County</b>	<b>284,034</b>
MI	East Lansing city (pt.)	44,417
MI	Lansing city (pt.)	107,653
<b>MI</b>	<b>Kalamazoo County</b>	<b>261,108</b>
MI	Kalamazoo city	73,257
MI	Portage city	48,844
<b>MO</b>	<b>Clay County</b>	<b>255,518</b>
MO	Kansas City city (pt.)	139,432
<b>MO</b>	<b>Greene County</b>	<b>300,865</b>
MO	Springfield city (pt.)	169,722
<b>MO</b>	<b>Jackson County</b>	<b>716,862</b>
MO	Blue Springs city	59,430
MO	Independence city (pt.)	122,088
MO	Kansas City city (pt.)	314,956
MO	Lee's Summit city (pt.)	100,061
<b>MS</b>	<b>Harrison County</b>	<b>209,396</b>
MS	Biloxi city	49,241
MS	Gulfport city	72,105
<b>MS</b>	<b>Hinds County</b>	<b>222,679</b>
MS	Jackson city (pt.)	149,387
<b>NC</b>	<b>Buncombe County</b>	<b>271,534</b>
NC	Asheville city	94,067

<b>State</b>	<b>Name</b>	<b>POP21</b>
<b>NC</b>	<b>Cabarrus County</b>	<b>231,278</b>
NC	Concord city	107,697
NC	Kannapolis city (pt.)	43,875
<b>NC</b>	<b>Durham County</b>	<b>326,126</b>
NC	Chapel Hill town (pt.)	2,847
NC	Durham city (pt.)	285,115
NC	Raleigh city (pt.)	1,540
<b>NC</b>	<b>Forsyth County</b>	<b>385,523</b>
NC	High Point city (pt.)	80
NC	Winston-Salem city	250,320
<b>NC</b>	<b>Gaston County</b>	<b>230,856</b>
NC	Gastonia city	81,161
<b>NC</b>	<b>Guilford County</b>	<b>542,410</b>
NC	Burlington city (pt.)	1,892
NC	Greensboro city	298,263
NC	High Point city (pt.)	107,265
<b>NC</b>	<b>New Hanover County</b>	<b>229,018</b>
NC	Wilmington city	117,643
<b>NC</b>	<b>Onslow County</b>	<b>206,160</b>
NC	Jacksonville city	72,876
<b>NE</b>	<b>Douglas County</b>	<b>585,008</b>
NE	Omaha city	487,300
<b>NE</b>	<b>Lancaster County</b>	<b>324,514</b>
NE	Lincoln city	292,657
<b>NM</b>	<b>Bernalillo County</b>	<b>674,393</b>
NM	Albuquerque city	562,599
NM	Rio Rancho city (pt.)	5
<b>NM</b>	<b>Doña Ana County</b>	<b>221,508</b>
NM	Las Cruces city	112,914
<b>NV</b>	<b>Washoe County</b>	<b>493,392</b>
NV	Reno city	268,851
NV	Sparks city	109,796
<b>NY</b>	<b>Niagara County</b>	<b>211,653</b>
NY	Niagara Falls city	48,360
<b>NY</b>	<b>Oneida County</b>	<b>230,274</b>
NY	Rome city	31,974
NY	Utica city	64,501
<b>OH</b>	<b>Lorain County</b>	<b>315,595</b>
OH	Elyria city	52,816
OH	Lorain city	65,430

<b>State</b>	<b>Name</b>	<b>POP21</b>
<b>OH</b>	<b>Lucas County</b>	<b>429,191</b>
OH	Toledo city	268,508
<b>OH</b>	<b>Mahoning County</b>	<b>226,762</b>
OH	Alliance city (pt.)	46
OH	Youngstown city (pt.)	60,268
<b>OH</b>	<b>Trumbull County</b>	<b>201,335</b>
OH	Warren city	39,020
OH	Youngstown city (pt.)	2
<b>OK</b>	<b>Cleveland County</b>	<b>297,597</b>
OK	Moore city	63,462
OK	Norman city	128,097
OK	Oklahoma City city (pt.)	78,976
<b>OK</b>	<b>Oklahoma County</b>	<b>798,575</b>
OK	Edmond city	95,341
OK	Midwest City city	58,145
OK	Oklahoma City city (pt.)	527,861
<b>OR</b>	<b>Deschutes County</b>	<b>204,801</b>
OR	Bend city	102,059
OR	Redmond city	35,582
<b>OR</b>	<b>Jackson County</b>	<b>223,734</b>
OR	Ashland city	21,607
OR	Medford city	86,367
<b>OR</b>	<b>Lane County</b>	<b>383,189</b>
OR	Eugene city	175,096
OR	Springfield city	62,256
<b>PA</b>	<b>Erie County</b>	<b>269,011</b>
PA	Erie city	93,999
<b>PA</b>	<b>Lackawanna County</b>	<b>215,663</b>
PA	Scranton city	75,874
<b>SC</b>	<b>Anderson County</b>	<b>206,908</b>
SC	Anderson city	29,284
<b>TN</b>	<b>Hamilton County</b>	<b>369,135</b>
TN	Chattanooga city	182,113
<b>TN</b>	<b>Montgomery County</b>	<b>227,900</b>
TN	Clarksville city	170,957
<b>TN</b>	<b>Rutherford County</b>	<b>352,182</b>
TN	Murfreesboro city	157,519
<b>TN</b>	<b>Williamson County</b>	<b>255,735</b>
TN	Franklin city	85,469



<b>State</b>	<b>Name</b>	<b>POP21</b>
<b>TX</b>	<b>Bell County</b>	<b>379,617</b>
TX	Killeen city	156,261
TX	Temple city	85,416
<b>TX</b>	<b>Brazos County</b>	<b>237,032</b>
TX	Bryan city	86,866
TX	College Station city	120,019
<b>TX</b>	<b>Cameron County</b>	<b>423,029</b>
TX	Brownsville city	187,831
TX	Harlingen city	71,925
TX	San Benito city	24,780
<b>TX</b>	<b>El Paso County</b>	<b>867,947</b>
TX	El Paso city	678,415
<b>TX</b>	<b>Galveston County</b>	<b>355,062</b>
TX	Galveston city	53,219
TX	League City city (pt.)	113,073
TX	Texas City city (pt.)	54,247
<b>TX</b>	<b>Hays County</b>	<b>255,397</b>
TX	Austin city (pt.)	975
TX	San Marcos city (pt.)	68,577
<b>TX</b>	<b>Jefferson County</b>	<b>253,704</b>
TX	Beaumont city	112,556
TX	Port Arthur city (pt.)	55,645
<b>TX</b>	<b>Lubbock County</b>	<b>314,451</b>
TX	Lubbock city	260,993
<b>TX</b>	<b>McLennan County</b>	<b>263,115</b>
TX	Waco city	139,594
<b>TX</b>	<b>Nueces County</b>	<b>353,079</b>
TX	Corpus Christi city (pt.)	317,773
<b>TX</b>	<b>Smith County</b>	<b>237,186</b>
TX	Tyler city	107,192
<b>TX</b>	<b>Webb County</b>	<b>267,945</b>
TX	Laredo city	256,153
<b>UT</b>	<b>Weber County</b>	<b>267,066</b>
UT	Ogden city	86,798
<b>WA</b>	<b>Benton County</b>	<b>210,025</b>
WA	Kennewick city	84,488
WA	Richland city	61,929
<b>WA</b>	<b>Whatcom County</b>	<b>228,831</b>
WA	Bellingham city	92,289
<b>WA</b>	<b>Yakima County</b>	<b>256,035</b>
WA	Yakima city	96,578

<b>State</b>	<b>Name</b>	<b>POP21</b>
<b>WI</b>	<b>Brown County</b>	<b>269,591</b>
WI	Green Bay city	107,015

ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT  
HAVE NOT ACCEPTED URBAN COUNTY STATUS

**NEW ENGLAND FIELD OFFICES**

NEW HAMPSHIRE

HILLSBOROUGH COUNTY  
ROCKINGHAM COUNTY

**NEW YORK/NEW JERSEY OFFICES**

NEW YORK

SARATOGA COUNTY

**MID-ATLANTIC FIELD OFFICES**

DELAWARE

SUSSEX COUNTY

MARYLAND

FREDERICK COUNTY

**SOUTHEAST/CARIBBEAN FIELD OFFICES**

ALABAMA

SHELBY COUNTY

FLORIDA

HERNANDO COUNTY

GEORGIA

FORSYTH COUNTY

TENNESSEE

SUMNER COUNTY

**MIDWEST FIELD OFFICES**

MICHIGAN

OTTAWA COUNTY

OHIO

DELAWARE COUNTY

**SOUTHWEST FIELD OFFICES**

TEXAS

COLLIN COUNTY  
DENTON COUNTY  
ELLIS COUNTY

**GREAT PLAINS FIELD OFFICES**

IOWA

POLK COUNTY

**ROCKY MOUNTAIN FIELD OFFICES**

UTAH

DAVIS COUNTY

**PACIFIC/HAWAII FIELD OFFICES**

ARIZONA

MOHAVE COUNTY\*

CALIFORNIA

TULARE COUNTY

\*Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.



**MURRAY**  
CITY COUNCIL

**Adjournment**



**MURRAY**  
CITY COUNCIL

# Council Meeting 6:30 p.m.

Call to Order

Pledge of Allegiance



**MURRAY**  
CITY COUNCIL

# Council Meeting Minutes





# MURRAY CITY MUNICIPAL COUNCIL

## MEETING MINUTES

---

The Murray City Municipal Council met on **Tuesday, April 18, 2023, at 06:30 PM** for a meeting held in the Murray City Council Chambers, 5025 S State Street, Murray, Utah.

The public was able to view the meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/Murraycityutah/>. A recording of the City Council meeting can be viewed [HERE](#).

### **OPENING CEREMONIES**

**DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT**

#### **Council in Attendance:**

Philip Markham, District #1  
Pamela Cotter, District #2  
Rosalba Dominguez, District #3 (Excused)  
Diane Turner, District #4  
Garry Hrechkosy, District #5 (Conducting)  
Jennifer Kennedy, Council Director  
Pattie Johnson, Council Office Administrator III  
Crystal Brown, Officer Administrator

#### **Administrative Staff in Attendance:**

Brett A. Hales, Mayor (Excused)  
Doug Hill, Chief Administrative Office  
Tammy Kikuchi, Chief Communication Officer  
G.L. Critchfield, City Attorney  
Brooke Smith, City Recorder  
Brenda Moore, Finance and Administration Director  
Craig Burnett, Police Chief  
Joey Mittelman, Fire Chief  
Russ Kakala, Public Works Director  
Aron Frisk, Water Superintendent  
Jared Hall, Community and Economic Development Director  
Kim Sorensen, Parks and Recreation Director  
Bruce Holyoak, Parks Superintendent

#### **Others in Attendance:**

Glen Nielson, Sheri VanBibber, Dave Carr, Emily B. Shawn Delliskave, Charles Turner, Adam Hock, Loran Pasaich, Kathy White, Chris Lorenzon, Lawrence Horman, Pauline Holyoak.

### **Opening Ceremonies**

Call to Order – Councilmember Hrechkosy called the meeting to order at 6:30 p.m.

Councilmember Dominguez and Mayor Hales were both excused.

The audience was invited to recite the Pledge of Allegiance led by Bruce Holyoak.

## **APPROVAL OF MINUTES**

### **1. Council Meeting - March 21, 2023**

#### **MOTION**

Councilmember Markham moved to approve the Council Meeting from March 21, 2023. The motion was SECONDED by Councilmember Turner.

#### **ROLL CALL**

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Turner, Councilmember Hrechkosy

Excused: Councilmember Dominguez

Motion passes 4-0

## **SPECIAL RECOGNITION**

### **1. Murray City Employee of the Month, Bruce Holyoak, Parks Superintendent, Garry Hrechkosy and Kim Sorensen presenting.**

#### **PRESENTATION**

Councilmember Hrechkosy introduced Bruce Holyoak, as the April recipient of Employee of the Month. Bruce Holyoak has worked for Murray City for 26 years and has served as the Park Superintendent for the last five. He received a certificate; a \$50 gift card; and his name will appear on the plaque located in the Council Chambers.

Kim Sorensen expressed that the recognition of Bruce Holyoak as the Employee of the Month is well overdue and deserved. Bruce is responsible for all the city's park properties, facilities, graffiti, and athletic fields, and often times Bruce's work often goes unnoticed. Kim Sorensen emphasized that if the public shows up at a ball field or park, and it is clean and ready for play, it is a testament to Bruce's hard work. Kim Sorensen appreciated working with Bruce, stating that he is a good friend, and his staff respects and follows his lead.

Bruce Holyoak introduced his wife, Pauline, and shared that they have been married for 40 years. He expressed gratitude to the department director, council, and Mayor for the special recognition.

Councilmembers expressed that the recognition is well deserved and thanked Bruce for his dedication and hard work.

## **SPECIAL PRESENTATIONS**

### **1. Fiscal Year 2023-2024 Budget Address., Brenda Moore presenting.**

Minutes Attachments

#### **1. Mayor's FY2024 Budget Summary.pdf**

#### **SPECIAL PRESENTATION**

Brenda Moore presented the mayor's budget for the Fiscal Year 2023-2024. The city budget is \$155 million, including the General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds. The General Fund without Capital Improvement Projects (CIP) is \$58 million, with the majority of the revenue coming from sales tax, followed by property taxes and charges for services. Most of the budget is spent on personnel, operations, debt service, rent on city hall, and transfers out. Public Safety (Police and Fire), Parks and Recreation, and Public Works are the biggest departments. The budget is balanced with no use of reserves, and it includes a 5% property tax increase, but there are no plans to use reserves at the moment. The capital projects fund is spending \$16,818,000, and there is a budget of 4% for the Cost of Living Adjustment (COLA) for employees. The budget also includes a health insurance increase of 1%

and savings of 10% on dental insurance by switching providers. The budget includes seven new full-time employees, including a police officer, a paramedic, a museum curator, a building inspector, a mechanic, and an apprentice line worker. Finally, there is \$939,000 going to fire equipment or savings for the aerial truck that will be delivered in 2025.

## **DISCUSSION**

Councilmember Hrechkosy asked Brenda to provide information about what other cities are doing with Property Taxes and COLA percentage increases.

Councilmembers thanked Brenda Moore for her work and the effort she put into the project, which was different from previous years. The councilmembers also expressed gratitude for Brenda and her team's collaboration with the mayor in a pre-meeting to discuss the budget items, resulting in more alignment in the released budget.

### **2. Consider a Resolution , Brenda Moore presenting.**

Consider a resolution acknowledging receipt of the Fiscal Year 2023-2024 tentative budget from the Mayor and the Budget Officer and referring the Mayor's tentative budget for review and consideration to the Budget and Finance Committee of the Murray City Municipal Council.

## **MOTION**

Councilmember Cotter moved to adopt the resolution acknowledging receipt of the Fiscal Year 2023-2024 tentative budget from the Mayor and the Budget Officer and referring the Mayor's tentative budget for review and consideration to the Budget and Finance Committee of the Murray City Municipal Council. The motion was SECONDED by Councilmember Turner.

## **ROLL CALL**

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Turner,  
Councilmember Hrechkosy  
Excused: Councilmember Dominguez

Motion passes 4-0

## **CITIZEN COMMENT(S)**

The meeting was open for public comment.

Chris Lorenzon

Chris Lorenzon, a resident of District Three, shared his experience with long-term rentals and the damage caused by tenants. He explained that short-term rentals provide accountability for both renters and homeowners with a review and rating system. Chris discussed the safety procedures and rules that he enforces as a short-term rental homeowner, attracting families and responsible guests. He went through the legal process of obtaining a license for his short-term rental and highlighted the benefits of short-term rentals in promoting local tourism. Chris praised the efficiency of the city council and expressed his love for living in Murray City.

Clark Bullen

Clark Bullen, a resident of District Three, spoke at a council meeting about the need for more mixed-use zone options with lower density. He recalled that last year the council discussed this issue and requested more options, and suggested adding two more zones with 15 and 25 units per acre. He mentioned the RC Willey property as an example of a property that could have benefited from a lower-density mixed-use zone. He encouraged the council and planning department to continue the conversation and emphasized that adding commercial options to lower-density zones would benefit economic activity.

Lawrence Horman

Lawrence Horman talked about his current homeless situation where he lives in a commercial trailer without any utility hookup. He requested the city to allow RV hookups for power, and possibly water and sewer, without having to build a permanent structure, to help people who are homeless but have put themselves in unique situations and are trying to solve their own issues. He suggested that this could be useful not just for commercial lots, but also for residential properties. This could take people off the street and help reduce homeless activity and the number of homeless within the valley.

No additional citizen comments were given, and the open citizen comment period was closed.

#### **CONSENT AGENDA**

None Scheduled.

#### **PUBLIC HEARING(S)**

None Scheduled.

#### **BUSINESS ITEM(S)**

1. Consider an ordinance repealing paragraph (B) of sections 7.04.020, 13.48.060 and amending section 15.20.260 of the Murray City Municipal Code relating to operational transfers of the Solid Waste and Recycling Fund, the Stormwater Fund, and the Power Fund., Brenda Moore presenting.

#### **PRESENTATION**

Brenda Moore presented a request to repeal paragraph (B) of sections 7.04.020, 13.48.060, and amend section 15.20.260 of the Murray City Municipal Code. She amended her request to only repeal the two sections for stormwater and solid waste, leaving the language in the power area the same. The reason for this is that the city stopped doing the transfers from the solid waste and stormwater funds over two years ago, and they realized that it was set in code that they should not have had to do those transfers. She explained that this is a housekeeping matter, and any change to a transfer will require an ordinance by the city council, and they can change the percentage and stop it at any given time.

#### **MOTION**

Councilmember Markham moved to adopt the ordinance repealing paragraph (B) of sections 7.04.020 and 13.48.060 of the Murray City Municipal Code relating to operational transfers of the Solid Waste and Recycling Fund and the Stormwater Fund. The motion was SECONDED by Councilmember Cotter.

#### **ROLL CALL**

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Turner,  
Councilmember Hrechkosy  
Excused: Councilmember Dominguez

Motion passes 4-0

2. Consider a resolution approving an interlocal cooperation agreement between the City and Granite School District relating to music education and instruction., Jennifer Kennedy presenting.

#### **PRESENTATION**

Jennifer Kennedy presented a resolution about approving an agreement with Granite School District for music education and instruction. During the last budget cycle, Murray School District requested \$21,577 for music education, and the council requested to offer some funds to Granite School District as well.

## **QUESTIONS**

Councilmember Cotter asked if there was any possibility to increase the number of funds allocated to the music education program in Murray School District, to which Jennifer Kennedy responded that they could certainly look into it during the next budget cycle. Councilmember Cotter then asked about the specific details of the interlocal cooperation agreement with Granite School District, and Jennifer Kennedy explained that it outlines the responsibilities of each party and the terms of the agreement.

## **MOTION**

Councilmember Turner moved to adopt the resolution approving an interlocal cooperation agreement between the City and Granite School District relating to music education and instruction. The motion was SECONDED by Councilmember Cotter.

## **DISCUSSION**

Councilmember Cotter shared that during the Committee of the Whole meeting, she initially had some concerns about the amount of money being given to one school in the Granite School District for music education, but after discussing it with other councilmembers and understanding that Councilmember Turner had been advocating for this for many years, she now supports the resolution to give the funds to the school. She believes that since the school is in Murray's city boundaries and is part of the community, it is important to support them.

## **ROLL CALL**

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Turner,  
Councilmember Hrechkosy  
Excused: Councilmember Dominguez

Motion passes 4-0

## **MAYOR'S REPORT AND QUESTIONS**

Doug Hill, sitting in for Mayor Hales, gave a report on several topics discussed in a recent meeting.

- The city is preparing for upcoming flooding with the Public Works Department, Fire Department, and others assisting citizens with sandbagging efforts.
- An Emergency Drill is also planned for May 2nd to prepare for any coming emergencies associated with flooding.
- On Thursday, an Earthquake Preparedness Exercise will take place, encouraging citizens to make preparations for earthquakes.
- With warmer weather approaching, street and sidewalk construction projects are starting up, with a number of projects beginning this month.
- The Community and Economic Development department is undertaking two planning efforts, one for an area plan around the tracks North Station and another for a study of the historic downtown area and design guidelines.
- The city will also be holding an Arbor Day celebration in two weeks at Murray Park Amphitheater.

Councilmembers thanked the city for all their efforts to prepare for potential flooding this spring.

## **ADJOURNMENT**

### **MOTION**

Councilmember Markham moved to adjourn. The motion was SECONDED by Councilmember Cotter.

All in Favor.

Motion passes 4-0

The meeting Adjourned at 7:12 p.m.

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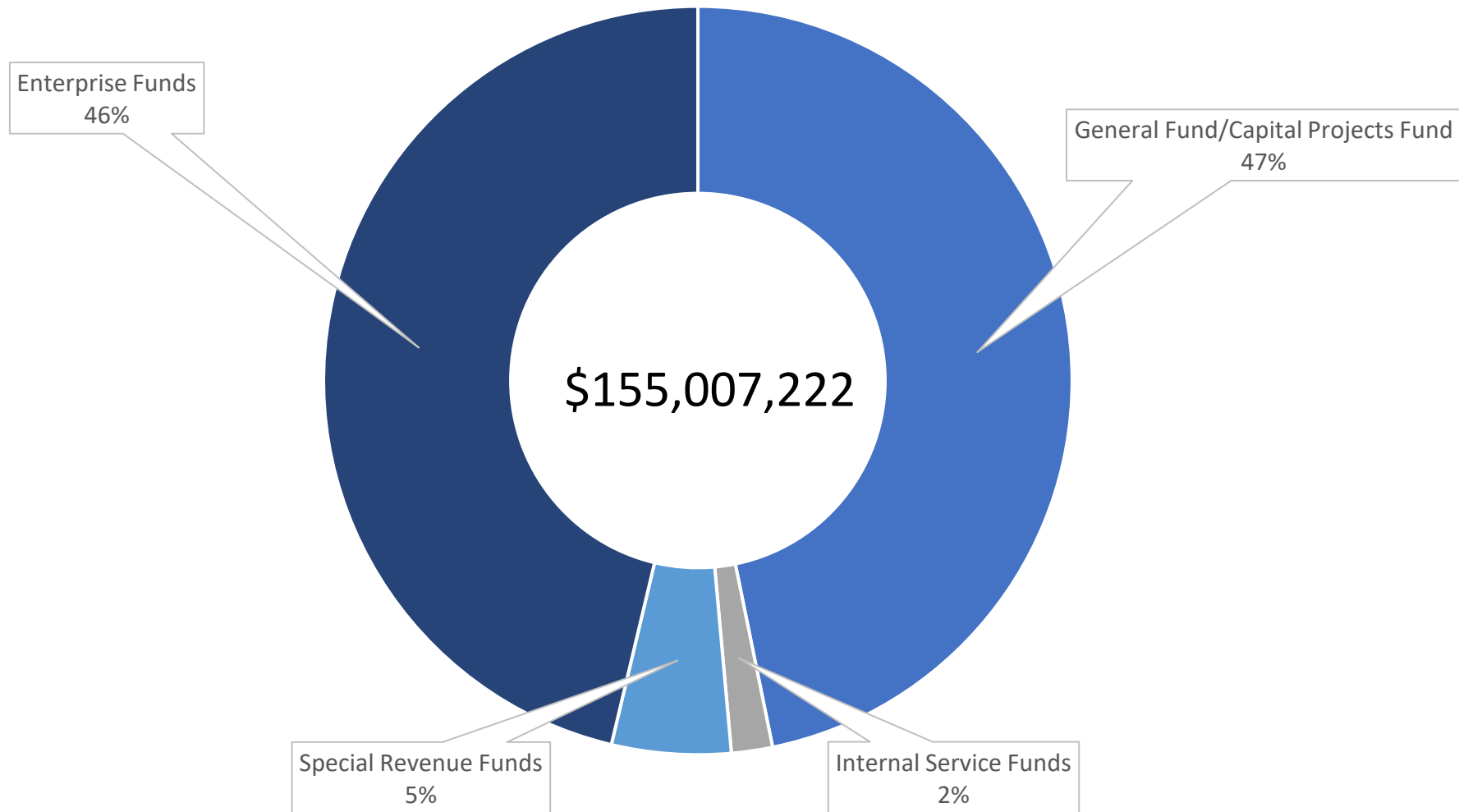


**MURRAY**

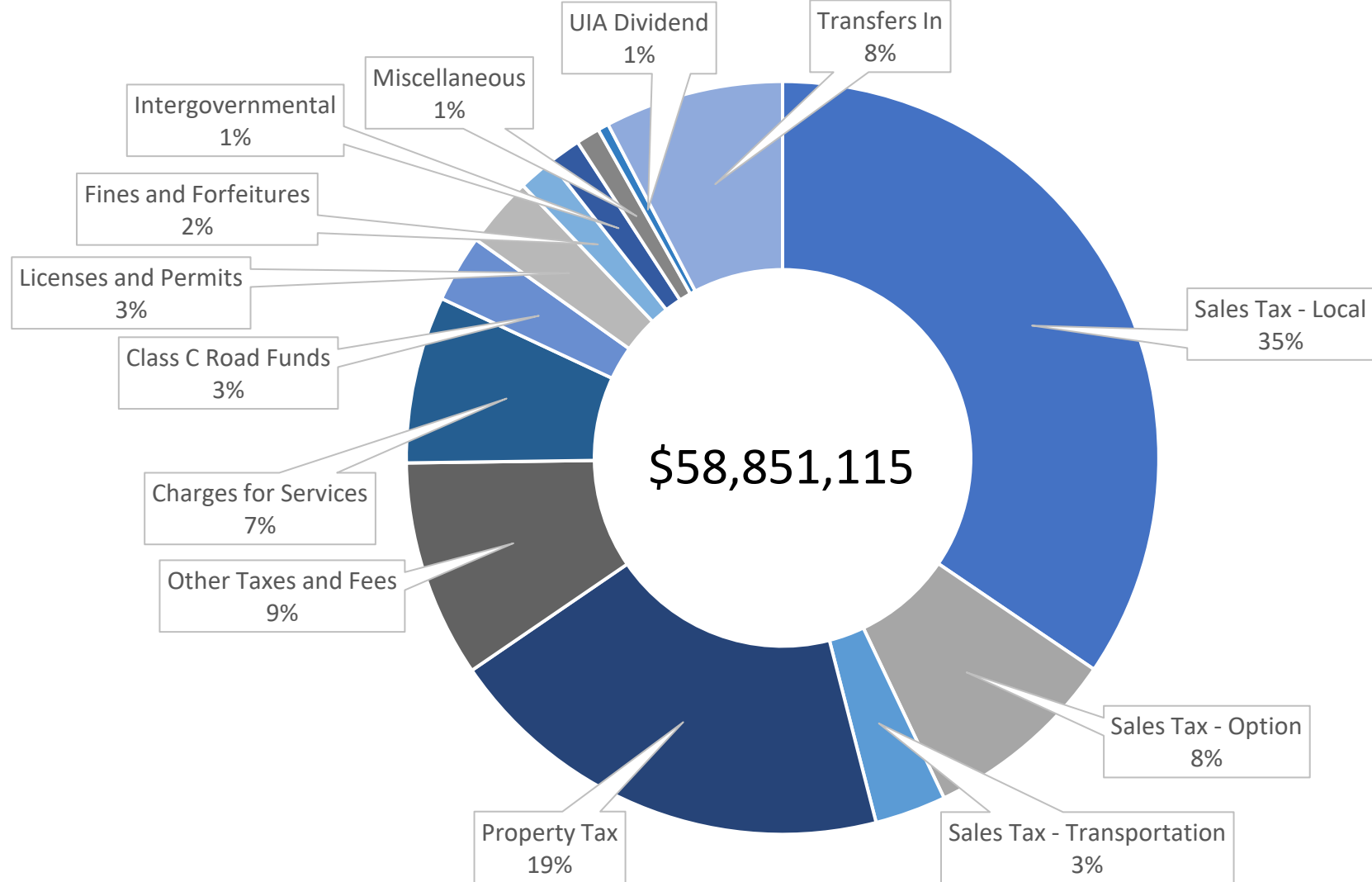
Mayor's Budget

Fiscal Year 2023-2024





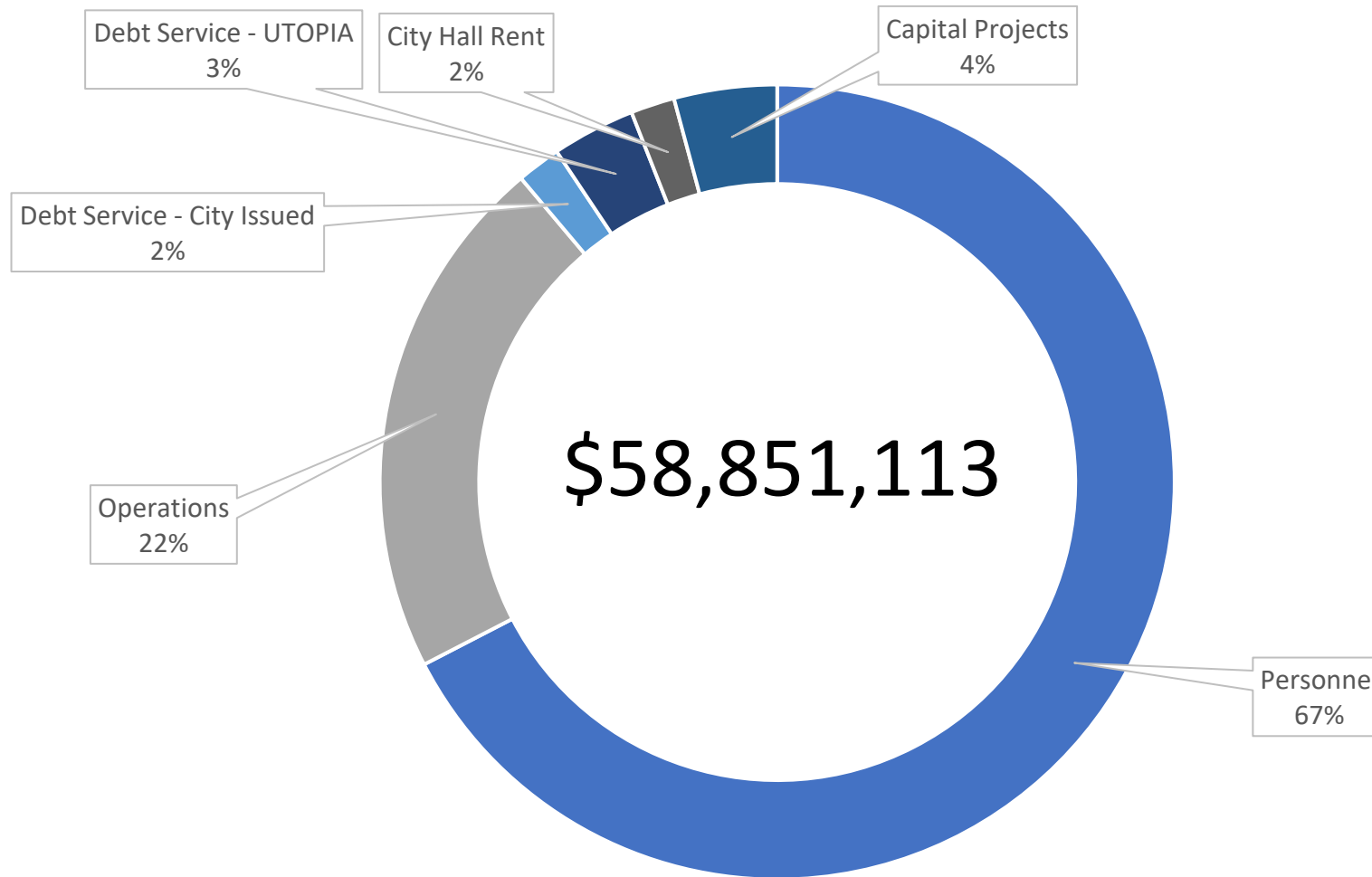
# Murray City Annual Budget



# Where Does the Money Come From General Fund

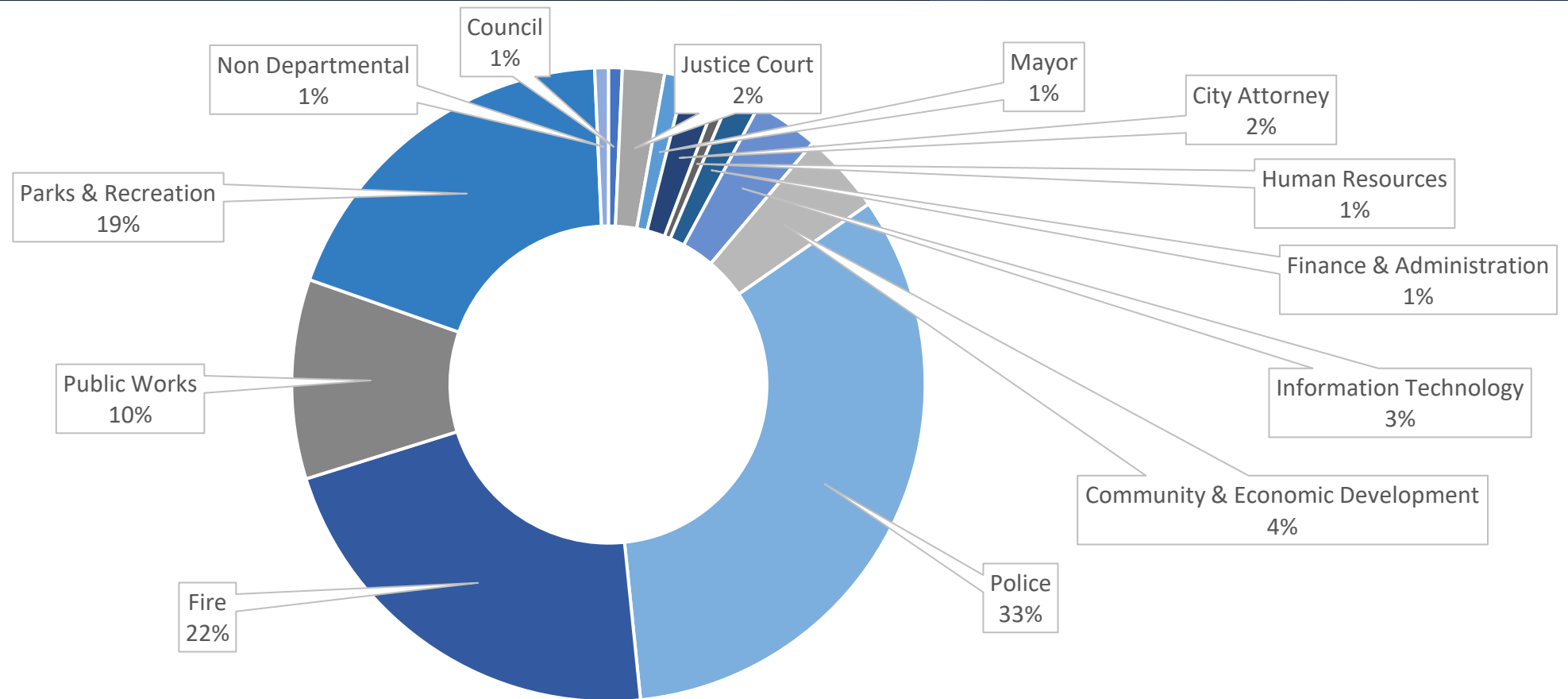
# General Fund

## Where is the money spent? By Category



# General Fund

## Where is the money spent? By Department



# Other Funds



Central Garage Fund  
\$675,366



Retained Risk Fund  
\$2,071,913



Library Fund  
\$2,353,706



RDA Fund  
\$3,696,690



Cemetery Perpetual Care  
Fund



Municipal Building  
Authority  
\$1,924,400

# Enterprise Funds



Water Fund  
\$8,474,017



Wastewater Fund  
\$9,508,057



Power Fund  
\$50,775,550



Murray Parkway Golf  
Course Fund  
\$1,888,563



Telecom Fund  
\$45,500



Solid Waste Fund  
\$2,429,282



Storm Water Fund  
\$2,775,959

# Budget Highlights

- General Fund budget is balanced (no use of reserves)
- 5% Property tax increase
- Ending General Fund Balance (Reserve) is \$15,850,630 or 29.2% of revenue (maximum allowed is 35%)
- The Capital Projects Fund expenditures are \$16,119,308
- Employees to receive a 4% Cost of Living Adjustment (COLA)
- Step program is fully-funded
- Budget includes a health insurance increase of 1% and the city will continue the 85%/15% split on premiums
- Budget includes 7 new full-time employees:  
Police officer, Paramedic/Firefighter, Museum Curator, SSOD Inspector, Inspector III, Mechanic, and Apprentice Line Worker



# Capital Project Highlights

- Fire Equipment \$939,508
- Police vehicles (12) \$603,000
- Old Ice rink area design \$500,000
- Murray Armory renovation \$5,500,000
- Murray Mansion \$200,000
- Road Improvements \$4,941,000
- AMI Metering system Water and Power \$5,600,000

# The Budget Book

- The budget summary & analysis contains details and explanations of personnel and other items. (Page 8)
- The “Estimated Actual FY22-23” is just an educated guess based on activity through February.
- A large percentage change does not necessarily mean a large dollar change.
- There are notes explaining some of the changes on the budget pages.
- Enterprise Funds now have change in net position lines, along with net position as a percentage of revenue.
- Complete 5 year CIP lists are in the CIP tab, and as a separate document in budget binder.
- With your receipt of this budget I now stop working for the Mayor on his budget, and am working for the Council on yours.



# MURRAY CITY MUNICIPAL COUNCIL

## MEETING MINUTES

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The Murray City Municipal Council met on **Tuesday, May 02, 2023, at 06:30 PM** for a meeting held in the Murray City Council Chambers, 5025 S State Street, Murray, Utah.

The public was able to view the meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/Murraycityutah/>. A recording of the City Council meeting can be viewed [HERE](#).

### OPENING CEREMONIES

**DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT**

#### Council in Attendance:

Philip Markham, District #1 (Conducting)  
Pamela Cotter, District #2  
Rosalba Dominguez, District #3  
Diane Turner, District #4  
Garry Hrechkosy, District #5 (Excused)  
Jennifer Kennedy, Council Director  
Pattie Johnson, Council Office Administrator III  
Crystal Brown, Officer Administrator

#### Administrative Staff in Attendance:

Brett A. Hales, Mayor  
Doug Hill, Chief Administrative Office  
Tammy Kikuchi, Chief Communication Officer  
G.L. Critchfield, City Attorney  
Brooke Smith, City Recorder (Excused)  
Brenda Moore, Finance and Administration Director  
Craig Burnett, Police Chief  
Joey Mittelman, Fire Chief  
Camron Kollman, IT Technician

#### Others in Attendance:

Adam Hock, Clark Bullen, Dave Carr, Anthony Semone, David Rodgers, Ella Olsen, Shaun Delliskrave, Sean Bergstrom, Alex Louisot, Skyler Thueson, Mason Hill, and Kyle Winther.

### **Opening Ceremonies**

Call to Order – Councilmember Markham called the meeting to order at 6:30 p.m.

The audience was invited to recite the Pledge of Allegiance led by Adam Hock.

### APPROVAL OF MINUTES

#### 1. Council Meeting - April 4, 2023

#### **MOTION**

Councilmember Dominguez moved to approve the Council Meeting - on April 4, 2023. The motion was SECONDED by Councilmember Turner.

## **ROLL CALL**

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Dominguez, Councilmember Turner

Excused: Councilmember Hrechkosy

Motion passes 4-0

## **SPECIAL RECOGNITION**

None Scheduled.

## **SPECIAL PRESENTATIONS**

None Scheduled.

## **CITIZEN COMMENT(S)**

Those wishing to have their comments read into the record may send an email by 5:00 p.m. the day prior to the meeting date to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov). Comments are limited to three minutes or less (approximately 300 words for emails) and must include your name and address.

The meeting was open for public comment.

Shaun Delliskave

Shaun Delliskave from the Murray City Journal reported on April 21, 2020, that the City Council received praise for broadcasting their Committee of the Whole meeting via the Internet during the pandemic, increasing transparency. Former Councilmembers Dale Cox and Kat Martinez expressed their intention to make this permanent. However, the recent removal of the Internet broadcast of the Committee of the Whole meeting has decreased transparency. Shaun Delliskave wants to know why the decision was made to stop the broadcast and if there are other ways to increase transparency.

No additional citizen comments were given, and the open citizen comment period was closed.

Councilmember Markham responded to Shaun Delliskave's comment by stating the council engage in a conversation on the matter.

## **CONSENT AGENDA**

None Scheduled.

## **PUBLIC HEARING(S)**

None Scheduled.

## **BUSINESS ITEM(S)**

1. Consider a resolution authorizing and ratifying the execution of an Interlocal Cooperation Agreement between the City and Salt Lake County to provide election services to assist the City in Conducting the City's 2023 Municipal Election., G.L. Critchfield presenting.

## **PRESENTATION**

G.L. Critchfield requested the Municipal Council of Murray City approve and ratify an Agreement with Salt Lake County to provide the services of its clerk's office, and elections division, to assist the City in conducting the City's 2023 Municipal Election.

## **MOTION**

Councilmember Turner moved to approve the resolution authorizing and ratifying the execution of an Interlocal Cooperation Agreement between the City and Salt Lake County to provide election services to

assist the City in Conducting the City's 2023 Municipal Election. The motion was SECONDED by Councilmember Cotter.

#### **ROLL CALL**

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Dominguez, Councilmember  
Excused: Councilmember Hrechkosy

Motion passes 4-0

#### **MAYOR'S REPORT AND QUESTIONS**

The mayor announced that food trucks were available at the park and invited everyone to go. He also mentioned the success of the recent volunteer efforts, with around 350 volunteers and over 50 hours of community service. The city is prepared for potential flooding with 80,000 sandbags, and the mayor commended the individuals who organized and ran the effort. The new city hall open house is scheduled for June 29 from 4 p.m. to 7 p.m., and the city will start moving in over the next several weeks. The mayor expressed excitement about the move and looks forward to relocating to the new building.

#### **ADJOURNMENT**

The meeting was adjourned at 6:50 p.m.



**MURRAY**  
CITY COUNCIL

# Special Recognition



**MURRAY**  
CITY COUNCIL

# Special Recognition #1



**MURRAY**

# City Council/Mayor

## Employee of the Month - Robyn Colton

### Council Action Request

#### Council Meeting

Meeting Date: May 16, 2023

<b>Department Director</b> Jennifer Kennedy  <b>Phone #</b> 801-264-2622  <b>Presenters</b> Phil Markham Brett Hales          <b>Required Time for Presentation</b>          <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>          <b>Date</b> May 2, 2023	<b>Purpose of Proposal</b> Employee of the Month recognition  <b>Action Requested</b> Informational only  <b>Attachments</b> Recognition Form  <b>Budget Impact</b> None  <b>Description of this Item</b> See Employee of the Month Recognition Form
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## EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Mayor's Office

4/26/2023

NAME of person to be recognized:

Submitted by:

Robyn Colton

Brett Hales

DIVISION AND JOB TITLE:

Human Resource Director

YEARS OF SERVICE:

15

REASON FOR RECOGNITION:

Robyn recommended the city hire a benefits insurance consultant to negotiate the city's benefits. After funds were approved, Robyn selected a broker and worked with them to reduce the city's health costs from 4% to 1%. Other benefits were also improved with additional cost savings. Overall, Robyn and the consultant saved the city over \$250,000 for fiscal year 2023-2024.

COUNCIL USE:

MONTH/YEAR HONORED





# Special Recognition #2




**MURRAY**

# Murray City Fire Department EMS Week

## Council Action Request

### Council Meeting

Meeting Date: May 16, 2023

<b>Department Director</b> Fire Chief Joseph Mittelman  <b>Phone #</b> 801-264-2786  <b>Presenters</b> Battalion Chief Travis Bodtcher Medical Director Adam Balls  <b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>  <b>Date</b> March 29, 2023	<b>Purpose of Proposal</b> Proclamation of EMS Week for the Mayor and Council  <b>Action Requested</b> For the Mayor and or Council to read the EMS Proclamation and dedicate the week of May 21st-27th as EMS week.  <b>Attachments</b> EMS Proclamation  <b>Budget Impact</b> \$0  <b>Description of this Item</b> Murray City Fire will be hosting a few events during the week. The main event will be our 2nd Annual EMS Week pancake breakfast on May 20th at Murray City Fire Station 81. (0800-1000) A pancake breakfast will be served and tours of the station will be given to the public. The Proclamation would be read on the May 16th council meeting. A Murray Journal article would also be offered.
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**A JOINT RESOLUTION OF THE MAYOR  
AND MUNICIPAL COUNCIL OF MURRAY CITY, UTAH  
TO DESIGNATE AND SUPPORT THE WEEK OF MAY 21-27, 2023  
AS  
EMERGENCY MEDICAL SERVICES WEEK**

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, 7 days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**THEREFORE**, we do hereby proclaim May 21-27, 2023, as Emergency Medical Services Week throughout this city, and encourage the community to support the many public safety activities of the Murray City Fire Department.

**PASSED, APPROVED AND ADOPTED** by the Mayor and Municipal Council of Murray City, Utah this 16<sup>th</sup> day of May, 2023.

Murray City Corporation

Murray City Municipal Council

\_\_\_\_\_  
Brett A Hales, Mayor

\_\_\_\_\_  
Phil Markham, District 1

\_\_\_\_\_  
Pam Cotter, District 2

\_\_\_\_\_  
Rosalba Dominquez, District 3

Attest:

\_\_\_\_\_  
Diane Turner, District 4

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

\_\_\_\_\_  
Garry Hrechkosy, District 5



**MURRAY**  
CITY COUNCIL

# Citizen Comments

Limited to three minutes, unless otherwise approved by Council



**MURRAY**  
CITY COUNCIL

# Business Items



**MURRAY**  
CITY COUNCIL

# Business Item #1





**MURRAY**


## Mayor's Office

### Mayor's appointment of Greg Bellon as Power General Manager

#### Council Action Request

#### Council Meeting

Meeting Date: May 16, 2023

<b>Department</b> <b>Director</b> Mayor Brett Hales  <b>Phone #</b> 801-264-2600  <b>Presenters</b> Mayor Brett Hales          <b>Required Time for Presentation</b> 5 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>   <b>Date</b> May 2, 2023	<b>Purpose of Proposal</b> The mayor wants to appoint Greg Bellon as the Power Department's General Manager  <b>Action Requested</b> City Council Consent  <b>Attachments</b> Resolution  <b>Budget Impact</b> n/a  <b>Description of this Item</b> Mayor Hales want to appoint Greg Bellon as the Power Department's General Manager subject to advice and consent of the city council.
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION PROVIDING ADVICE AND CONSENT TO THE  
MAYOR'S APPOINTMENT OF GREG BELLON AS THE CITY'S  
GENERAL MANAGER OF THE POWER DEPARTMENT.

WHEREAS, the City needs to hire a General Manager who shall serve as the  
Director of the Power Department; and

WHEREAS, section 10-3b-202 of the Utah Code provides that the Mayor, with  
advice and consent of the City Council, appoints each department director of the City;  
and;

WHEREAS, the Mayor has determined that Greg Bellon is very qualified to serve  
as the Power Department's General Manager; and

WHEREAS, the Mayor appoints Greg Bellon as the Power Department's General  
Manager subject to advice and consent of the City Council; and

WHEREAS, the City Council wants to give its consent to the Mayor's  
appointment of Greg Bellon as the City's General Manager of the Power Department.

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

It hereby consents to the Mayor's appointment of Greg Bellon as the City's  
Power Department General Manager.

DATED this     day of             , 2023.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Garry Hrechkosy, Chair

ATTEST:

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



**MURRAY**  
CITY COUNCIL

# Business Item #2



**MURRAY**


# Mayor's Office

## Mayor's appointments to IPA and UAMPS

### Council Action Request

### Council Meeting

Meeting Date: May 16, 2023

<b>Department Director</b> Mayor Brett Hales  <b>Phone #</b> 801-264-2600  <b>Presenters</b> Mayor Brett Hales          <b>Required Time for Presentation</b> 5 minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>   <b>Date</b> May 2, 2023	<b>Purpose of Proposal</b> The mayor needs to appoint city representatives to the Intermountain Power Agency and to UAMPS  <b>Action Requested</b> Consider approval of Resolution  <b>Attachments</b> Resolution  <b>Budget Impact</b> n/a    <b>Description of this Item</b> Mayor Brett Hales is asking the city council to approve his appointments of Greg Bellon and Matt Youngs as city representatives to the Intermountain Power Agency (IPA) and the Utah Associated Municipal Power Systems (UAMPS).
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RESOLUTION NO. R23-

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF REPRESENTATIVES TO THE INTERMOUNTAIN POWER AGENCY, INTERMOUNTAIN POWER AGENCY COORDINATING COMMITTEES, AND TO THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS.

WHEREAS, the Mayor needs to appoint a City representative and an alternate representative to the Intermountain Power Agency (IPA) and to certain coordinating committees of IPA; and

WHEREAS, the Mayor needs to appoint a City representative and an alternate representative to the Utah Associated Municipal Power Systems (UAMPS); and

WHEREAS, the Mayor has made appointments to IPA and to IPA coordinating committees formed pursuant to certain power sales contracts between IPA and City (respectively, the Power Sales Contract dated September 28, 1978 and the Renewal Power Sales Contract dated January 16, 2017) and to UAMPS; and

WHEREAS, the Mayor wants approval by the Murray City Municipal Council of the appointments;

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that it hereby approves the following appointments:

1. Greg Bellon as the City's representative to the Intermountain Power Agency with Matt Youngs as the alternate representative.
2. Greg Bellon as the City's representative to the Intermountain Power Agency Coordinating Committee (pursuant to the Power Sales Contract dated September 28, 1978) with Matt Youngs as the alternate representative.
3. Greg Bellon as the City's representative to the Intermountain Power Agency Renewal Contract Coordinating Committee (pursuant to the Power Sales Contract dated January 16, 2017) with Matt Youngs as the alternate representative.
4. Greg Bellon as the City's representative to the Utah Associated Municipal Power Systems (UAMPS) Board with Matt Youngs as the alternate representative.

These appointments shall take effect immediately.

DATED this    day of                      , 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder



**MURRAY**  
CITY COUNCIL

# Business Item #3



**MURRAY**


# Murray Parks and Recreation

## Interlocal Agreement with Salt Lake County /TRCC Funds

### Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: May 16, 2023

<b>Department</b> <b>Director</b> Kim Sorensen  <b>Phone #</b> 801-264-2619  <b>Presenters</b> Kim Sorensen          <b>Required Time for Presentation</b> 5 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>    <b>Date</b> May 1, 2022	<b>Purpose of Proposal</b>  Consider adoption of Resolution accepting TRCC funds for the Murray Park playground  <b>Action Requested</b> Adoption of Resolution  <b>Attachments</b>  Interlocal Agreement/ Resolution  <b>Budget Impact</b>  \$100,000 contribution to Murray Park playground  <b>Description of this Item</b>  Salt Lake County to contribute \$100,000 towards the Murray Park playground. Funds to be paid through a reimbursement format.          Any additional space needed is available on second page.
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION  
OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN  
MURRAY CITY CORPORATION AND SALT LAKE COUNTY FOR  
A CONTRIBUTION OF TRCC FUNDS FOR A NEW PLAYGROUND  
AREA IN MURRAY PARK.

WHEREAS, Murray City (the “City”) and Salt Lake County (“County”) are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et. seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities; and

WHEREAS, the City requested TRCC Funds from the County to help it fund the project described in its TRCC Application. More specifically, the City requested TRCC Funds to build a new playground area in Murray Park; and

WHEREAS, the benefits of a new playground area in Murray Park will include providing a fenced-in playground for children ages 2 to 5 in Murray Park that will include age-appropriate equipment, play surfaces, benches, shade trees, and picnic tables; and

WHEREAS, the City and the County now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) wherein the City agrees to abide by the terms and conditions outlined in the Interlocal Agreement and the County agrees to reimburse City with grant TRCC Funds to help fund the playground in Murray Park; and

WHEREAS, the City believes that its use of the TRCC Funds under the Agreement will contribute to the prosperity, well-being, peace, enjoyment, and comfort of City residents.

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

1. It does hereby approve the Interlocal Cooperation Agreement between Murray City and Salt Lake County in substantially the form attached hereto as **ATTACHMENT A**; and

2. The Interlocal Agreement is in the best interest of the City and will become effective as stated in the Interlocal Agreement; and

3. Mayor Brett A. Hales is hereby authorized to execute the Interlocal Cooperation Agreement on behalf of the City.

PASSED and APPROVED and made effective this \_\_\_\_ day of \_\_\_\_\_ 2023.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Garry Hrechkosy, Chair

ATTEST:

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

## **ATTACHMENT A**

Interlocal Cooperation Agreement between Murray City and Salt Lake County

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**  
**for its Department of Community Services**

*and*

**MURRAY CITY**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **MURRAY CITY**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. The City has requested TRCC Funds from the County to help it fund the project described in its Murray City application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to help fund the construction of a playground for 2- to 5-year-olds in Murray Park (the “Playground”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

### **A G R E E M E N T:**

**NOW THEREFORE**, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

#### **1 . COUNTY'S CONTRIBUTION.**

A. Contribution of TRCC Funds. County agrees to reimburse one hundred thousand dollars (\$100,000.00) to the City from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

#### **2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.**

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to develop the Project as described in EXHIBIT A, (application) and EXHIBIT B, (project budget).

(ii) The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If the City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's Application. If the City fails to make and expend such a matching contribution prior to **December 31, 2023**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2023**. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. The City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023**.

F. Request for Reimbursement. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2023**.

H. Recordkeeping. The City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

I. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the City's possession.

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

### **3 . GENERAL PROVISIONS:**

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the

County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

- (i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.



(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

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

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

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

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and the City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement,

and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the “Indemnified Parties”) from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City’s breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City’s use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County’s obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County’s obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County’s obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County’s obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to the City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an “Event of Default” as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County’s written notice to the City of the occurrence thereof.

(b) The City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County’s determination to contribute TRCC Funds to the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City under this Agreement are untrue.

(ii) County’s Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day’s written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

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

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

*[The balance of this page was left blank intentionally – Signature pages follow]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2023

***Approved by:***

**DEPARTMENT OF COMMUNITY SERVICES**

By \_\_\_\_\_  
Robin Chalhoub  
Department Director

Dated: \_\_\_\_\_, 2023

***Reviewed and Advised as to Form and Legality:***

By \_\_\_\_\_  
Deputy District Attorney

*[Signatures continue on next page.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY**

**MURRAY CITY**

By \_\_\_\_\_

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

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

Dated: \_\_\_\_\_, 2023

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Recorder  
Date signed: \_\_\_\_\_

***Approved as to Form and Legality:***

CITY ATTORNEY

By \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2023

**EXHIBIT A**  
Murray City Application



Salt Lake County  
Community Services  
TRCC

**TRCC 2022 Support Program Application (2023 County budget)**

Deadline: 7/6/2022

**Murray City Corporation  
Murray Park Playground PRT**

Jump to: [Application Questions](#) [Documents](#)

**\$ 100,000.00** Requested

Submitted: 7/6/2022 1:50:55 PM (Pacific)

**Project Contact**

Bruce Holyoak  
[bholyoak@murray.utah.gov](mailto:bholyoak@murray.utah.gov)  
Tel: 801-712-9386

**Additional Contacts**

*none entered*

**Murray City Corporation**

296 E Murray Park Ave  
Murray, UT 84107  
United States

Telephone 801-264-2614

Fax

Web [murray.utah.gov](http://murray.utah.gov)

**Mayor**

Brett Hales  
[bhales@murray.utah.gov](mailto:bhales@murray.utah.gov)

**Application Questions** [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

**Project Overview**

**1. Select the type of support you are applying for**

*Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.*

- ☐ TOUR - Tourism Project Support
- ☒ PRT - Parks, Recreation and Trails Support
- ☐ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

**2. Please select the Planning Area of Salt Lake County where the project is located.**

*Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.*

- ☐ North Planning Area
- ☐ West Planning Area
- ☒ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

**3. Organization Overview: History, programs & services offered, audiences served.**

Murray Park is the oldest and largest park in the city with 60 acres full of open space and community amenities. This important public space was listed on the National Register of Historic Places in 2008. It is an outdoor gem in the middle of a growing metropolitan area.

Murray City leaders began talking about a community gathering place in the form of a park in 1918. The city spent \$12,600.89 on land acquisitions and improvements and Murray Park officially opened on April 15, 1924, Arbor Day.

Today, Murray Park is one of the most visited parks in Salt Lake County and there is something in the park for everyone – families and children, sports enthusiasts, walkers, birders, cultural art lovers, cyclists, and nature lovers. The layout of the park allows for several different events to happen at the same time without disturbing other park visitors.

In the early days of the park, the citizens of Murray were actively involved with park improvements:

- In 1924, the city commission approved the purchase of 65 trees and residents planted them in the park. Many of those trees are still standing in the park today.
- In May and June 1924, the Fraternal Order of Eagles, the Volunteer Fire Department, and the Murray L.D.S. First Ward submitted requests to place drinking fountains in the park.

Murray Park is an important civic space.

- The park was used for the Salt Lake County Fairgrounds between 1936 and 1998.
- The park is home to the Joan M. Hardle Memorial Arboretum dedicated on Arbor Day, 1961. The arboretum has a large variety of standard and rare trees, Victorian flower gardens, a desert garden with yucca, cactus, and various other drought-tolerant plants.
- The Murray Arts Council, formed in 1977, produced their first annual musical, South Pacific, on a temporary stage built in Murray Park in 1980. This sparked community support for the Murray Park Amphitheater that opened in 1985. Today, the Murray Amphitheater is home to the popular Arts in the Park summer concert series and two community musicals. The Amphitheater underwent a remodel in 2016-2017 which included the addition of a roof over the stage, changing rooms and a green room.
- Murray's Recreation's Park Center includes a gym, two indoor pools, fitness and physical training equipment, and public exercise classes. There is also an outdoor pool and athletic fields used for community baseball, soccer, and football.

Several community events are hosted at the park, including:

- Tuesday Food Truck Night during the summer months
- The Murray Park Farmer's Market on Friday and Saturday from July – October

Additional Park amenities include:

- Five newly remodeled pavilions for picnics and other large gatherings
- Newly renovated playgrounds
- Six charging stations for electric vehicles

#### 4. Project Summary

*This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.*

The project objective is to create a destination playground for 2 to 5-year-old children in Murray Park. The new playground will include age-appropriate equipment and play surfaces, benches, new shade trees, and picnic tables. The area will be fenced in, making it a safe area for small children and their families. We plan to start work on the playground in September 2022 and finish it by June 2023 and the total cost for the project is \$350,000.

#### 5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

Murray City supports the Salt Lake County principle of finding ways to attract more people to public parks to enjoy the outdoors and reap the mental and physical benefits that parks provide to metropolitan residents.

Murray Park is well loved by city and county residents for its many amenities, including its playground. We see 140,000 visitors each year and one popular destination is our playground. The playground is geared for children ages 5-12, making it difficult for younger kids to enjoy the space.

To meet the needs of our youngest park patrons, our Parks Department identified a 4,000 square foot site for a safe, age-appropriate playground for children ages 2-5. The site includes age-appropriate play equipment and surfaces, picnic tables, and shade trees, making it a 'destination playground' for families with young children.

The project costs are sustainable and ongoing maintenance and operations costs are included in the annual Parks Department funding. Murray residents and the city government have supported the park for ten decades and that is not expected to change. Our Parks Department will continue to respond to the changing needs in our public parks.

#### 6. Provide evidence of local support and community need justifying the project

*Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.*

Please see the document tab.

#### 7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

Murray Park is busy, WITH APPROXIMATELY 350,000 VISITORS ANNUALLY.

The existing playground is often used by older children and teenagers, which makes it difficult for toddlers and small children to play. The new playground site is 4,000 square feet and is adjacent to the existing playground and will be built out with

equipment and surfaces appropriate for children ages 2-5.

**8. Detail how the project is integral to your organization's mission.**

Murray City Park's mission is to provide, clean, safe, and well-maintained parks for the physical and mental health of its citizens and the many people that work in and visit Murray City every day.

Since opening Murray Park in 1924, the city has made a significant investment in public parks and playgrounds. City leadership has demonstrated a continued commitment through funding and fulfilling parks master plans, budgeting annual operations and maintenance costs, and expanding the City's parks from 60 acres to 270 acres.

This playground project demonstrates the City's ongoing commitment to providing park amenities for all users, encouraging Murray residents and others to come and enjoy the benefits of outside play.

**9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.**

*You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.*

Murray City has allocated \$100,000 from the capital improvement budget (CIP) to start the playground. These funds are transferred to a General Ledger account and tracked through the City's budgeting process.

**10. Document your ability to raise additional project funds.**

Additional project funds will be allocated from the CIP fund. Funds will be approved in the City's annual budget process.

**11. Provide an analysis of the financial impact this project will have on your organization's future finances.**

We have factored the new playground maintenance into our annual Parks operations budget. Additionally, we anticipate minimal expenses on repairs and replacement as we will have warranties on the playground equipment.

While there are no direct revenues from playgrounds, we anticipate this dedicated toddler playground will attract new visitors and that the city could see incremental positive tax revenues from park visitor purchases in the area.

## Project Details

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**12. Please specify type of funding you are requesting**

*The questions numbers below will change depending on your selection for this question.*

- ☐ Consulting Funding
- ☒ Capital Funding
- ☐ Tourism Promotion Funding

**13. Type of consulting services**

*-answer not presented because of the answer to #12-*

**14. Goals and objectives of consulting services**

*-answer not presented because of the answer to #12-*

**15. Scope of Work, including expected deliverable and timeline**

*-answer not presented because of the answer to #12-*

**16. Payment schedule for the work and expenses.**

*-answer not presented because of the answer to #12-*

**17. What is the site location of your project?**

*Please provide as specific of location details as possible.*

Latitude 40.65961 Longitude -111.883255 This is an island with an existing swing set area just north of the main parking lot for the park office which is 296 East Murray Park Ave.

**18. Describe the current facility and specify if it is owned or leased.**

*Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.*

The playground site is located at Murray Park, which is owned by the Murray City Corporation. The identified site currently has swings, an open space with turf, and shade trees.

**19. Scope of Work, including expected deliverable and timeline**

*Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.*

We will begin on site work in September 2022 and expect completion no later than June 2023. Site preparation includes removing the existing swings and sand and removing a concrete border.

A playground company will install a new poured-in-place protective surface and the equipment. We will then install a new concrete border, concrete picnic table pads, benches, and shade trees.

**20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.**

*If needed, budget plan may be uploaded to the Documents tab.*

We will begin on-site work in September 2022 and expect completion no later than June 2023. Site preparation includes removing the existing swings and sand and removing a concrete border.

A playground company will install a new poured-in-place protective surface and the equipment. We will then install a new concrete border, concrete picnic table pads, benches, and shade trees.

**21. Provide project management information including key personnel and their experience.**

The project manager for the playground installation is Bruce Holyoak, Murray City's Park Superintendent. Bruce has been with Murray Parks for 25 years.

Bryce Philbrick, Field Supervisor will assist with project management. Philbrick is a Certified Playground Safety Inspector and has nine years of experience doing playground safety inspections.

Playground equipment will be sourced from a reputable vendor. The vendor will build the facility using licensed contractors and the installation will follow federal playground standards.

**22. OPTIONAL: Architectural information including site plan, space program, and schematic design.**

*Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.*

We are working with a playground design company on the theme and play elements of the new toddler playground. This design may change slightly when we select the company for the installation, but the theme and elements will be similar. The rendering is included in the Documents tab, along with a site map showing where the picnic pads and shade trees will be placed.

**23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.**

*Please also upload above mentioned construction information documents to the Documents tab.*

A RFP is being prepared for this project.

**24. Type of tourism promotion services**

*-answer not presented because of the answer to #12-*

**25. Goals and objectives of tourism promotion services**

*-answer not presented because of the answer to #12-*

**26. Scope of Work, including expected deliverable and timeline**

*-answer not presented because of the answer to #12-*

**27. Payment schedule for the promotional work and expenses**

*-answer not presented because of the answer to #12-*

**Documents** [top](#)

**Documents Requested \***

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach

Required? **Attached Documents \***



[Project Budget Worksheet](#)



[FY2022 Murray Parks Budget](#)

three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

[FY2021 Murray Parks Budget](#)

[FY2020 Murray Parks Budget](#)

[Organizational Budget Playground](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)



[Playground local support](#)

[Playground Renovation support letter](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[Parcel Platt Map](#)

[MC Lessor](#)

[SLCO MC SWD](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

[Rendering](#)

[Playground renovation area](#)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

[Construction information](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 408958

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**EXHIBIT B**  
Program Budget



## TRCC Project Budget Worksheet

### Project Summary:

Total Project Budget	\$	350,000.00
Total Funding Sources	\$	350,000.00
County Funding Requested		
<b>Projected Surplus/(Deficit)</b>	<b>\$</b>	<b>-</b>

**Date:** March 8, 2023

**Project Name:** Toddler Town Playground

**Applicant Name:** Murray City Parks and Recreation

**Contact Name:** Bruce Holyoak

**Contact Email:** bholyoak@murray.utah.gov

### Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$350,000.00	Install playground, install poured in place, pour new curbing, pour pads for tables
Consultants/Professional Services	n/a	
Permits/Fees	n/a	
Equipment > \$5,000	n/a	
Administrative Overhead	n/a	
Contingency	n/a	
Other	n/a	
<b>Total Project Budget</b>	<b>\$ 350,000.00</b>	

### Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 250,000.00		\$ 250,000.00	City has budgeted this amount
Pledges			\$ -	
Grants	\$ 100,000.00		\$ 100,000.00	Applying for TRCC grant to do the complete project
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
<b>Total Funding Sources</b>	<b>\$ 350,000.00</b>	<b>\$ -</b>	<b>\$ 350,000.00</b>	





**MURRAY**  
CITY COUNCIL

# Business Item #4





**MURRAY**


# Finance & Administration

## FY2023-2024 tentative budget adoption

### Council Action Request

#### Council Meeting

Meeting Date: May 16, 2023

<b>Department Director</b> Brenda Moore  <b>Phone #</b> 801-264-2513  <b>Presenters</b> Brenda Moore          <b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>   <b>Date</b> May 2, 2023	<b>Purpose of Proposal</b> Adopt the FY2023 - 2024 Tentative Budget.  <b>Action Requested</b> Consideration of an ordinance adopting the FY2023-2024 city budget, state the date of the budget public hearing.  <b>Attachments</b> Copy of the ordinance is attached. A PDF of the budget will be on the website when changes are made from the council workshop.  <b>Budget Impact</b> FY2023-2024 budget.     <b>Description of this Item</b> The tentative budget including the library budget needs to be approved so the City can continue operations after July 1 and until the truth in taxation hearing is held on August 1, and the final budget is adopted.
--	---

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

A RESOLUTION ADOPTING THE CITY COUNCIL'S TENTATIVE BUDGET, AS AMENDED, FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND SCHEDULING A HEARING TO RECEIVE PUBLIC COMMENT BEFORE THE FINAL BUDGET IS ADOPTED.

WHEREAS, the City Council is required to review, consider and adopt the tentative budget in a regular or special meeting called for that purpose; and

WHEREAS, the tentative budget adopted by the City Council and all supporting schedules and data shall be a public record in the offices of the City Finance Director and City Recorder and on the City website, available for public inspection for a period of at least ten (10) days prior to the adoption of the City final budget; and

WHEREAS, at the meeting in which the City Council's tentative budget is adopted, the City Council shall establish the time and place of a hearing to receive public comment on the budget and shall order that notice thereof be published at least seven (7) days prior to the hearing as required in State law; and

WHEREAS, the purpose of the hearing is to receive public comment before adoption of the final budget.

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

1. The City Council's tentative budget for fiscal year 2023-2024, as amended, submitted herewith, is hereby adopted and is ordered to be filed and maintained as a public record, available for public inspection in the office of the City Finance Director, Murray City Center, 10 East 4800 South, Room 155, Murray, Utah, the office of the City Recorder, Murray City Center, 10 East 4800 South, Room 155, Murray, Utah and the City website at [www.murray.utah.gov](http://www.murray.utah.gov) until adoption of the final budget.

2. A public hearing to receive comment before the City's final budget is adopted shall be held on June 6, 2023, at approximately 6:30 p.m. in the City Council Chambers, Murray City Center, 10 East 4800 South, Murray, Utah.

3. The City Recorder shall publish notice of said public hearing consistent with the requirements of Section 10-6-114 of the Utah Code Annotated.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

---

Garry Hrechkosy, Chair

ATTEST:

---

Brooke Smith, City Recorder



# Business Item #5

Please refer to supporting documentation in  
Committee of the Whole  
Discussion Item #5.



# Business Item #6



**MURRAY**

# City Council

## APPA Conference Request

### Council Action Request

### Council Meeting

Meeting Date: May 16, 2023

<b>Department Director</b> Jennifer Kennedy  <b>Phone #</b> 801-264-2622  <b>Presenters</b> Rosalba Dominguez          <b>Required Time for Presentation</b>     <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>          <b>Date</b> May 11, 2023	<b>Purpose of Proposal</b> Request to attend the American Public Power Association (APPA) National Conference  <b>Action Requested</b> Information and decision.  <b>Attachments</b>     <b>Budget Impact</b> None     <b>Description of this Item</b>  Council Member Dominguez has indicated she would like to attend the APPA National Conference in Seattle, Washington June 16-21, 2023. Per the City Council Travel Policy, council members may attend either the APPA Legislative Rally or the National Conference (one conference per fiscal year).  Council Member Dominguez attended the APPA Legislative Rally earlier this year but would like to also attend the National Convention. She would like to council to approve her request to attend this conference.
---	---

Estimated cost for one council member to attend the APPA National Conference in Seattle Washington:

Flight: \$693.00

Hotel: \$2,141.00 (\$305 X 6 nights X 15.7 tax + \$4 per night Seattle Tourism fee (\$24))

Per Diem: \$79 per day (First and Last day 75% = \$59.25 X 2 = \$118.50) = \$434.50

Registration: \$1,075.00

Preconference Seminar: \$375.00

Transportation: \$50

Total estimate: \$4,768.50





# Business Item #7



**MURRAY**

**Council Action Request**

Meeting Date:

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

Estimated cost for one council member to attend the APPA National Conference in Seattle Washington:

Flight: \$693.00

Hotel: \$2,141.00 (\$305 X 6 nights X 15.7 tax + \$4 per night Seattle Tourism fee (\$24))

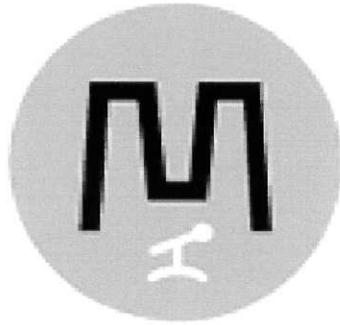
Per Diem: \$79 per day (First and Last day 75% = \$59.25 X 2 = \$118.50) = \$434.50

Registration: \$1,075.00

Preconference Seminar: \$375.00

Transportation: \$50

Total estimate: \$4,768.50



**MURRAY**  
CITY COUNCIL

# Mayor's Report And Questions



**MURRAY**  
CITY COUNCIL

**Adjournment**