



MURRAY  
CITY COUNCIL

# Committee of the Whole Meeting January 6, 2026



# **Murray City Municipal Council Committee of the Whole Meeting Notice January 6, 2026**

**PUBLIC NOTICE IS HEREBY GIVEN** that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 5:00 p.m. on Tuesday, January 6, 2026 in the Poplar Meeting Room #151 located at Murray City Hall, 10 East 4800 South, Murray, Utah.

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

## **Meeting Agenda**

**5:00 p.m.**      **Committee of the Whole** – Poplar Meeting Room #151  
Pam Cotter conducting.

## **Approval of Minutes**

Committee of the Whole – November 25, 2025  
Committee of the Whole – December 9, 2025

## **Discussion Items**

1. Discuss a resolution authorizing the execution of a Subrecipient Agreement between Salt Lake County and Murray City, relating to a community Development Block Grant provided by Salt Lake County to the City for replacement of the Murray City Senior Center roof. Jeff Martin presenting. (5 minutes)
2. Discuss a resolution approving an Interlocal Cooperation Agreement between Murray City and the Central Utah Water Conservancy District for funding for the City to participate in a three-year pilot water conservation program. Aron Frisk and Russ Kakala presenting. (15 minutes)
3. Discuss a resolution authorizing the execution of an Ambulance Donation Agreement between Murray City and Tooele County. Joey Mittelman presenting (5 minutes)
4. Discuss an ordinance amending the City's Fiscal Year 2025-2026 budget. Brenda Moore presenting. (10 minutes)
5. Reports from Interlocal Boards and Committees (5 minutes per report).
  - a. Legislative Policy Committee – Pam Cotter
  - b. Wasatch Front Waste and Recycling District and Association of Municipal Councils – Diane Turner
  - c. Valley Emergency Communications Center – Kim Sorensen

## **Adjournment**

## **NOTICE**

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

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

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

On Friday, January 2, 2026, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Hall, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov) and the state noticing website at <http://pmn.utah.gov>.

A handwritten signature in black ink that reads "Jennifer Kennedy". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Committee of the Whole Minutes

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

Work Session Minutes of Tuesday, November 25, 2025  
Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

**Attendance:**

Council Members:

|               |                                  |
|---------------|----------------------------------|
| Paul Pickett  | District #1                      |
| Pam Cotter    | District #2 – Council Chair      |
| Scott Goodman | District #3                      |
| Diane Turner  | District #4                      |
| Adam Hock     | District #5 – Council Vice Chair |

Others:

|                     |                               |                  |                                      |
|---------------------|-------------------------------|------------------|--------------------------------------|
| Brett Hales         | Mayor                         | Jennifer Kennedy | City Council Executive Director      |
| Doug Hill           | Chief Administrative Officer  | Pattie Johnson   | Council Administrator                |
| Kim Sorensen        | Parks Director                | GL Critchfield   | City Attorney                        |
| Hal Luke            | Senior Center                 | Joey Mittelman   | Fire Chief                           |
| Jeff Martin         | Parks and Recreation Director | Nick Haskin      | Battalion Chief                      |
| Aron Frisk          | Water Superintendent          | Jeff Puls        | Assistant Fire Chief                 |
| Craig Burnett       | Police Chief                  | Chad Wilkinson   | Community and Economic Dev. Director |
| Brenda Moore        | Finance Director              | Erica Brown      | Chief Communications Officer         |
| Brooke Smith        | City Recorder                 | Rob White        | IT Director                          |
| Citizens and Guests |                               | Ben Gray         | IT Support                           |

**Conducting:** Council Chair Cotter called the meeting to order at 4:30 p.m.

**Discussion Items:**

- **Murray Senior Recreation Center Report.** Senior Center Board Member Hal Luke shared about a bridge tournament held in October and the annual Veterans Day celebration held on November 10, 2025.
- **A resolution finding that adopting the Utah Wildland Urban Interface Code to apply within Murray City is impracticable.** Fire Chief Joey Mittelman explained that the City was required to pass a resolution by January 1, 2026 to comply with HB (House Bill) 48, related to wildfire prevention. He noted that it was unusual for the City to adopt a resolution declaring something impracticable, but the resolution was required to confirm that Murray City has no WUI (Wildland Urban Interface) areas. Chief Mittelman outlined why the bill was critical for public safety, pointed out the requirement for cities to identify any WUI zones and explained that the City was tied to related contracts because the MFD (Murray Fire Department) served as a resource for the State and Salt Lake County to help with wildland fires and serve in WUI areas.

Assistant Fire Chief Jeff Puls believed the State Code was a valuable tool for addressing wildfires and confirmed that because Murray was located in a urban suburban area, the City has no current or anticipated areas that meet the criteria for a WUI designation. Chief Puls said the resolution would serve as a formal recognition of the absence of a WUI within Murray City geographical boundaries. Chief Mittelman confirmed that next steps include drafting a resolution recognizing the absence of WUI areas in Murray City to fulfill HB-48 requirements.

- **An ordinance enacting Section 17.76.165 of the Murray City Municipal Code relating to residential ponds.** Community and Economic Development Director Chad Wilkinson said staff drafted a pond ordinance in response to Council direction from the last Committee of the Whole meeting. The ordinance was presented to the PC (Planning Commission) on October 16, 2025, where the PC voted 4-1 to

recommend that the Council adopt the ordinance with one modification.

Mr. Wilkinson explained that the final vote of 4-1 included four commissioners who voted to forward a recommendation of approval to amend the text, by removing letter E from the proposed standards. Letter E states that a building permit is required for ponds greater than 24 inches deep and containing more than 5,000 gallons of water. He clarified that the opposing vote occurred because one commissioner believed there should be no ordinance at all. He also reported that staff discovered updated information related to pond regulations since the PC meeting.

Mr. Wilkinson said that staff initially contacted cities with residential pond regulations to learn about their pond standard. Staff found that the regulations for ponds greater than 24 inches deep and containing more than 5,000 gallons of water was borrowed language from building codes only intended for above-ground water tanks and not ponds. Because there was no existing Code for residential ponds, staff ended up modeling a draft ordinance after Herriman City's Code that followed the International Swimming Pool and Spa Code.

Mr. Wilkinson explained that when staff recently revisited Herriman's website, they found that the Code was removed. Herriman officials confirmed their Pond Code was discontinued because they could no longer justify applying pool standards to residential ponds after learning that the International Swimming Pool and Spa Code only applied to swimming pools. As a result, Herriman stopped requiring permits for residential ponds altogether.

He outlined the proposed standards presented to the PC noting that commissioners voted to keep standards A through D and strike letter E. Mr. Wilkinson shared drawings, various photos and aerial images to show a typical residential pond, including pumps and liners and to point out that a 5,000-gallon pond was much smaller than a standard 24,000-gallon swimming pool.

He highlighted a photo of a Murray homeowner's pond, who is a member of the Wasatch Chapter of the Pond Association of Utah and opposed the fencing mandate. The resident also confirmed that anyone building a pond would never object to having a required liner because the goal of a pond was to retain water. Mr. Wilkinson outlined significant differences between ponds and pools and described landscape material and vegetation to recap about the Division of Wildlife Resources and the MAD (Mosquito Abatement District) currently regulating fish and mosquitoes.

Mr. Wilkinson cautioned that requiring permits for ponds would create significant challenges for the building department because ponds have no structure to inspect and would require costly geotechnical reports. He pointed out that ponds are rarely an issue for the City and urged Council Members to avoid unintended consequences. He reminded them that even without adopting the proposed code, the City and residents could still address pond-related disputes through the civil process.

Ms. Turner felt that overregulation could discourage residents from having ponds. Mr. Wilkinson agreed standards A through D were viewed as common-sense measures by the Wasatch Pond Association. Mr. Pickett still had concerns about mosquito issues and the lack of pond size limits, thinking that an entire backyard could be turned into a pond. Mr. Wilkinson noted the excellent record of MAD in preventing mosquito related problems and confirmed that the City has never encountered problems with backyard ponds before. There was consensus to continue the discussion on December 9, 2025, at the next Committee of the Whole meeting.

- **An ordinance enacting Title 11 of the Murray City Municipal Code establishing the Administrative Code**

**Enforcement Program.** Mr. Wilkinson reviewed language of the proposed ordinance. Highlights included the implementation of a new division under CED, a new program for processing violations, and the adoption of new policies and procedures that included the selection and appointment of an administrative law judge, the adoption of consistent fines for violations and the hiring of a code enforcement manager. Mr. Wilkinson confirmed that funding already existed in the CED budget for three officers, although only two positions were currently needed. The part-time administrative law judge would create a financial impact, however fees and fines associated with the new program would be applied towards those costs.

Once the request for proposal process was underway to find a judge the cost would better known. Mr. Wilkinson clarified that the judge would not serve in the City Court but would be appointed by Mayor Hales and considered by the City Council. Mr. Wilkinson believed Title 11 would give the City new tools in helping staff to get compliance with Code Enforcement issues. The program would also help the public understand a predictable process for handling violations.

- **A Joint Resolution adopting the Murray City Privacy Program Policy.** City Recorder Brooke Smith explained that under the Utah Data Privacy Act, the City was required to launch a data privacy program by the end of the year. The program's goal is to establish a centralized approach to governing data management and to ensure that all Utah government agencies handle personal information responsibly. Ms. Smith outlined in detail the three phases for implementing the policy and confirmed that the program's due date was December 31, 2025.
- **An ordinance enacting Section 12.28.070 of the Murray City Municipal Code relating to collection fees for outstanding balances owed to the city and amending Sections 7.04.030, 12.30.010, 13.04.040 and 13.48.050 of the Murray City Municipal Code relating to the same.** City Finance Director Brenda Moore explained that currently when a utility account is closed for delinquency, the account is turned over to a collection agency. If the agency collects the outstanding balance the agency keeps 30% of the amount and the City receives the remaining 70%. Ms. Moore explained that when the City switched to a new collection agency, it was suggested that language be added to City Code allowing a collection agency to add their own fee to the total past due amount so that the City could receive 100% of the outstanding bill. Ms. Moore also pointed out there were areas of the Code where no late fee could not be assessed, so language would be added to make the Code more uniform. Areas noted were Solid Waste, Parks and Storm Water services. The ordinance would also clarify that the residential fee schedule did not change.
- **A Resolution adopting and approving the Murray City Investment Policy.** City Treasurer Mindy Stacy stated that the request to update the City Investment Policy was to align with the Utah Money Management Act (UMMA), which now permits investments in Certificates of Deposit. The proposed resolution also mirrors changes made by UMMA related to how investment advisors and institutions would be selected.
- **Adjournment:** 5:38 p.m.

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

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

Work Session Minutes of Tuesday, December 9, 2025  
Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

**Attendance:**

Council Members:

|               |                                  |
|---------------|----------------------------------|
| Paul Pickett  | District #1                      |
| Pam Cotter    | District #2 – Council Chair      |
| Scott Goodman | District #3 – Excused            |
| Diane Turner  | District #4                      |
| Adam Hock     | District #5 – Council Vice Chair |

Others:

|                     |                              |                  |                                      |
|---------------------|------------------------------|------------------|--------------------------------------|
| Brett Hales         | Mayor                        | Jennifer Kennedy | City Council Executive Director      |
| Doug Hill           | Chief Administrative Officer | Pattie Johnson   | Council Administrator                |
| Joey Mittelman      | Fire Chief                   | Jeff Puls        | Fire Marshall                        |
| Kim Sorensen        | Parks Director               | Zac Smallwood    | Planning Manager                     |
| Brooke Smith        | City Recorder                | Mark Morris      | VODA                                 |
| GL Critchfield      | City Attorney                | Chad Wilkinson   | Community and Economic Dev. Director |
| Rob White           | IT Director                  | Ben Gray         | IT Support                           |
| Citizens and Guests |                              | Brenda Moore     | Finance Director                     |

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

**Approval of Minutes:** Committee of the Whole, November 18, 2025. Ms. Turner moved to approve and Mr. Hock seconded the motion. All in favor 4-0

**Discussion Items:**

- **An ordinance related to land use; amends, updates, and renames the existing Fashion Place West Small Area Plan to the Fashion Place West Station Area Plan as an element of the General Plan.** Planning Manager Zac Smallwood stated that the updates to the small area plan were required by the State of Utah. Most of the existing plan would not change, various tables and figures in the document were updated and a vision statement was completed. Landscape Architect Mark Morris with VODA Landscaping and Planning confirmed that the proposed amendment would comply with State Legislation focused on updating land use and infrastructure around all TRAX stations in the region.

Mr. Morris noted that the small area plan was adopted by the City in 2021 and clarified that, since then, years were spent implementing the plan. The required updates were futuristic steps that the City could take to move the plan forward as a SAP (Station Area Plan). Updates also included what allied partners would be doing to implement the SAP as well. He explained that because Murray did not own a lot of land in the vicinity of the Fashion Place West Station, planning would be based on updates to zoning and land use which could incentivize development.

Mr. Morris highlighted Catalytic projects affecting Murray called the Fashion Place Mall Mixed Use Redevelopment, Trax Station Area Development, Jefferson Park and Life on State Street Improvements, all meant to spark a certain type of development and suggest transportation projects involving the Utah Department of Transportation and Utah Transportation Authority. Mr. Morris confirmed that the proposed draft plan was accomplished by working with many partners interested in the direction of SAPs.

- **A resolution authorizing the execution of a second Supplemental Indenture of Trust in connections with the City's Electric Revenue Bonds, Series 2025.** Finance Director Brenda Moore said the request to

approve modified documents was basically a clerical correction related to existing bond payments for the Power Department. Ms. Moore stated that the City's Trustee Carl Mathis with Zions Bank realized that a provision called a 1/6 1/12 option was overlooked when bond documents were initially reviewed. Currently the Power Department is required to make monthly payments into a trust fund. Twice a year the trust fund would pay the interest and once a year the City would pay the principal amount. Because Mr. Mathis did not want to process monthly payments, he suggested a second indenture be authorized which would state that the original indenture no longer applied. The bondholder also agreed to waive the original indenture.

- **An ordinance enacting Section 17.76.165 of the Murray City Municipal Code relating to residential ponds.** Community and Economic Development Director Chad Wilkinson noted that the potential pond ordinance was discussed in the last two Committee of the Whole meetings. This time he hoped to center the discussion around one main theme to guide staff recommendations, that ponds are different from pools and the Council should consider them separately.

Mr. Wilkinson recapped about Herriman City discontinuing their pond Code due to guidance from the International Pool and Spa Code; and displayed several photos to emphasize that ponds were treated differently throughout communities in Murray.

Mr. Wilkinson stated that the Planning Commission thoroughly analyzed the proposed standards and that he and staff supported their recommendation to remove the building permit requirement because there was not a large concern about the impact of residential ponds. In addition they were hesitant to implement pond regulations after learning that other cities used standards intended for above ground water tanks and not ponds. He stated that building officials were satisfied with the other standards like requiring a liner, having a five foot setback from a property line and getting a permit for an electrical pump. Mr. Wilkinson also recapped about ponds having no structure to inspect, so city building officials believed that as long as a liner was in place there would be no concerns with erosion or soil stability.

Council Members questioned the purpose of the ordinance without a building permit requirement and discussed the potential added costs to the City and residents if permits were required, that included the need for costly soil engineers or third-party inspectors. They also considered pond depths necessary for koi fish to survive in winter.

Mr. Wilkinson confirmed the added costs would be significant, acknowledged that many ponds should exceed 24 inches in depth to support certain fish and reiterated that the standard depth of 24-inches was only intended for above-ground water tanks. There was consensus to move the proposal forward to the next council meeting for final consideration.

- **Adjournment:** 6:25 p.m.

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



# Discussion Items



# Discussion Item #1



**MURRAY**

# Parks and Recreation

## Interlocal Agreement with CDBG/Senior Center Roof

### Council Action Request

Committee of the Whole

Meeting Date: January 6, 2026

|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department</b><br><b>Director</b><br>Jeff Martin<br><br><b>Phone #</b><br>801-264-2665<br><br><b>Presenters</b><br>Jeff Martin<br><br><br><br><br><br><br><br><br><br><b>Required Time for Presentation</b><br>5 Minutes<br><br><b>Is This Time Sensitive</b><br>Yes<br><br><b>Mayor's Approval</b><br>Kim Sorensen<br><small>Digitally signed by Kim Sorensen<br/>Date: 2025.12.22 15:49:08 -07'00'</small><br><b>Date</b><br>December 22, 2025 | <b>Purpose of Proposal</b><br><br>Adopt a resolution to accept CDBG Funds to be used on Senior Center Roof Replacement Project.<br><br><b>Action Requested</b><br><br>Actionable. Authorize entering into an agreement with Salt Lake County to accept CDBG Funds.<br><br><b>Attachments</b><br><br>Draft Resolution, PY25 CDBG Contract #HCD25001CH, PY25 Attachment B SOW Contract #HCD25001CH<br><br><b>Budget Impact</b><br><br>Acceptance of up to \$400,000. Saves the City previously approved \$250,000 in CIP funds allocated for this project.<br><br><b>Description of this Item</b><br><br>The City applied for and was awarded Community Development Block Grant (CDBG) Funds that can be used for projects that benefit low to moderate income elderly citizens. These funds would cover the cost of replacing the Senior Center roof, fascia, and soffit that are in poor condition. The project would take place after July 1st, 2025 and must be completed by September 30th 2026. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT BETWEEN SALT LAKE COUNTY AND  
MURRAY CITY, RELATING TO A COMMUNITY DEVELOPMENT  
BLOCK GRANT PROVIDED BY SALT LAKE COUNTY TO THE CITY  
FOR REPLACEMENT OF THE MURRAY CITY SENIOR CENTER ROOF.

WHEREAS, the City owns and operates a Senior Center that serves approximately 250 seniors daily with affordable programs supporting health, recreation, education, and social engagement; and

WHEREAS, the Senior Center is in need of a new and functional roof; and

WHEREAS, the County has entered into a grant agreement with the United States Department of Housing and Urban Development for formula grant disbursement to conduct the Community Development Block Grant program ("CDBG") pursuant to Title 1 of the Housing and Community Development Act of 1974; and

WHEREAS, the City submitted an application to receive grant funds from the County to carry out the Senior Center roof replacement; and

WHEREAS, the County has approved the City's application and has agreed to provide up to Four Hundred Thousand Dollars and No Cents from CDBG funding to replace the Senior Center roof.

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

1. It does hereby approve the CDBG Subrecipient Agreement between the City and Salt Lake County in substantially the form attached hereto.
2. The CDBG Subrecipient Agreement is in the best interest of the City, and
3. Mayor Brett A. Hales is hereby authorized to execute the CDBG Subrecipient Agreement on behalf of the City and to act in accordance with its terms.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Chair

ATTEST:

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

**ATTACHMENT**

CDBG SUBRECIPIENT AGREEMENT

**CDBG SUBRECIPIENT AGREEMENT**  
**Between**  
**SALT LAKE COUNTY**  
**And**  
**MURRAY CITY CORPORATION**

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and Murray City Corporation, a local government of the State of Utah, with its business address located at 10 East 4800 South, Murray, UT 84107, ("Subrecipient") GE51YJMLDJ29.

**RECITALS**

**WHEREAS**, Salt Lake County has entered into a grant agreement (the “Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for formula grant disbursement to conduct the Community Development Block Grant program (“CDBG”) pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. and subject to the rules and regulations, promulgated by HUD governing the conduct of Community Development Block Grant program, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (“CFR”) (the “Rules and Regulations”); and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”).

**WHEREAS**, In response to the County Request for Grant Applications (“RFA”) released in Fall of 2024, Subrecipient submitted an application outlining the planned use of these awarded funds to carry out the Senior Center Roof Replacement (“Project”). The Murray Senior Recreation Center is located at 10 East 6150 South, Murray, UT 84107. This project will utilize the Community Development Block Grant (CDBG) funding to replace the entire roof, including the removal and replacement of existing roofing, fascia, soffit, coping caps, and insulation, as well as installing a durable 60-mil PVC membrane. This public facility serves approximately 250 seniors daily with affordable programs supporting health, recreation, education, and social engagement. CDBG funds will pay to install a radon mitigation system, construction costs associated with roof replacement placement project including, materials, supplies, and labor.

**WHEREAS**, based on recommendations made by the Salt Lake County Urban Mayors, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible CDBG activities.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. **INCORPORATION BY REFERENCE**

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. **SUBRECIPIENT'S CONTACT PERSON**

a. Subrecipient Contact Person: Elvon Farrell, Economic Development Specialist

3. **FUNDING AMOUNT**

a. Total Agreement amount of Four hundred thousand dollars and 00/100 (**\$400,000.00**).

4. **PROJECT(S) STATEMENT OF WORK**

a. Project name: Murray City Senior Center Roof Replacement

b. Total project cost: \$400,000.00

c. CDBG funds will pay to install a radon mitigation system, construction costs associated with roof replacement placement project including, materials, supplies, and labor. This project will utilize the Community Development Block Grant (CDBG) funding to replace the entire roof, including the removal and replacement of existing roofing, fascia, soffit, coping caps, and insulation, as well as installing a durable 60-mil PVC membrane.

5. **SUBAWARD INFORMATION**

a. The following information is provided pursuant to 2 CFR 200.332(a)(1):

- i. Subrecipient Unique Entity Identifier (UEI) Number: **GE51YJMLDJ29**
- ii. Federal Award Identification No (FAIN): **B25UC490001**
- iii. Federal Award Date: **07/01/2025**
- iv. Amount of Federal Funds Obligated to Subrecipient by this Agreement: Four hundred thousand dollars and 00/100 (**\$400,000.00**)
- v. Total Amount of Federal Funds Obligated to Subrecipient by County, including current obligation: Four hundred thousand dollars and 00/100 (**\$400,000.00**)
- vi. Total Amount of the Federal Awards committed to Subrecipient: Four hundred thousand dollars and 00/100 (**\$ 400,000.00**)
- vii. CFDA # 14.218
- viii. CFDA Program: Community Development Block Grant
- ix. Is Award Research and Development: No
- x. Indirect Cost Rate for Federal Award for County: N/A

6. **PERIOD OF PERFORMANCE**

a. Period of performance begins **07/01/2025**

b. Period of performance terminates **09/30/2026**

c. Agreement expires as of **11/30/2031**

7. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED

a. All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

**MURRAY CITY CORPORATION**

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

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

**ATTEST:**

\_\_\_\_\_  
City Recorder

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney's Office

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Department

**APPROVED AS TO FUNDS:**

\_\_\_\_\_  
Finance Department

The individual signing above hereby represents and that they are duly authorized to execute and deliver this Amendment on behalf of the Subrecipient by authority of law, and that this Amendment is binding upon Subrecipient. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.

**SALT LAKE COUNTY**

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

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

Division Approval:

By: \_\_\_\_\_  
Director or Designee

Reviewed and Advised as to Form and Legality:

By: \_\_\_\_\_  
Melanie F. Mitchell  
Senior Deputy District Attorney

## **ATTACHMENT A: GENERAL TERMS AND CONDITIONS**

**1. Project Responsibility.** County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Project matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

**2. Project Budget.**

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 6(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 8.

**3. Eligible Costs.** All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

**4. Extension Periods.** This Agreement may be extended by written amendment at County's sole option.

**5. Time is of the Essence.** All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

## **6. Funding Amount.**

- a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an “estimate-of-cost,” “percentage-of-cost” or any kind of “cost-plus” sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).
- b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.
- c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.
- d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.
- e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

## **7. Methods of Disbursement.**

- a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.
- b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.
- c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may

be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

## **8. Amendments.**

a. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

**9. Consultation and Technical Assistance.** County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

## **10. Additional Requirements.**

### **a. Compliance.**

Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR Part 570, including Subpart K of these regulations, and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of County's environmental responsibilities under 24CFR 570.604 and (2) the Subrecipient does not assume any of the County's responsibilities for initiating the review process under the provisions of 24 CFR Part 52.

i. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at:

b. **Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. **Licensing.** Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

d. **Indemnification.** If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, 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. Neither Party waives any defenses or limits of liability otherwise available under the Act.

e. **Insurance for contracts over Fifty Thousand Dollars (\$50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. **General Insurance Requirements for All Policies.**

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

a. Currently rated A- or better by A.M. Best Company; (1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

b. Listed in the United States Treasury Department's current listing of Approved Sureties (Department Circular 570), as amended.

ii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iii. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

iv. Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

v. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vi. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

vii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

f. **Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

i. Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's

employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance).

ii. Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

iii. Professional liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

iv. If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

v. Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars (\$25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

j. **Build America Buy America-** Build America, Buy America Act. The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure may not use funds provided under this award for a project for infrastructure unless:

- i. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- iii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the

infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, Subrecipients may apply for, and HUD may grant, a waiver from these requirements. Subrecipient may request information from County on the process for requesting a waiver from these requirements.

## **11. Administrative Requirements.**

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

c. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## **12. Documentation and Record-Keeping.**

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

c. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with

the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

d. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years the reporting periods are multi-year reporting periods.

**13. Close-Outs.** Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

**14. Audits & Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

**15. Program Income.**

a. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions contained herein, referred to as "Reversion of Assets".

**16. Indirect Costs.** Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.

**17. Progress Reports.** During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B: Project Statement of Work, a detailed project status report. The report format shall be as approved by County but must

show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

**18. Reversion of Assets.** As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County's policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency. A deed restriction will be recorded against any property acquired with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds below Two Hundred Thousand Dollars (\$200,000.00) must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds of Two Hundred Thousand Dollars (\$200,000.00) or more must be used for eligible activities for five (5) years;

iii. A deed restriction will be recorded against any property improved with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

c. The County will not consider a change of use of the Project during the timeline outlined above

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property.

**19. Procurement.** Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement

standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

**20. Equipment.** Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

**21. Personnel & Participant Conditions.**

**a. Civil Rights.**

**i. Nondiscrimination and Equal Opportunity.**

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity employer. Subrecipient must comply with the Civil Rights Act of 1964, and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**ii. Excessive Force.** Subrecipient agrees that it has adopted and is enforcing 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 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.

**iii. Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard

to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Anti-Discrimination.**

i. **Anti-Discrimination.** Subrecipient agrees that it shall be in compliance with all applicable Federal anti-discrimination laws as provided in the President's Executive Order 14173; and implementing regulations at 41 CFR Part 60.

ii. **Small Disadvantaged Businesses.** Subrecipient will use its best efforts to afford small disadvantaged business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in 16 U.S.C. 636 (j) and 16 U.S.C. 637(a); and Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as small disadvantaged business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

v. **Section 3 Compliance.** Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **24 CFR 135.38 Section 3 clause.** All section 3 covered contracts shall include the following clause (referred to as the “section 3 clause”):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.

(3) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(5) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result

in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 21(A), Civil Rights, and 21(B), Anti-Discrimination, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire section 3 Clause above in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including (a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis- Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts.**

(1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct.**

i. **Citizen Participation.** Subrecipient has had the opportunity to review and

follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan.** Subrecipient has had the opportunity to review and follows County's Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.

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

v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above- referenced County ordinance.

vi. **Public Funds and Public Monies.**

(1) Definitions: "Public funds" and "public monies" mean 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 other 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 Subrecipient’s possession.

(2) Subrecipient’s Obligation: Subrecipient, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and 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 the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for

each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

## **22. Environmental Conditions.**

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and

availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead- based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**23. Displacement, Relocation, Acquisition, and Replacement of Housing.** Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti- displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

**24. Survival of Provisions.** The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

**25. Employee Status Verification System.** Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

**26. Environmental Review Requirements.**

a. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except as provided in Paragraph 10 (a).

b. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

**ATTACHMENT B**  
**PROJECT STATEMENT OF WORK**  
**Contract Number HCD25001CH**

**1. Project Summary:**

- a. Project Number: 05.01MURR51
- b. Project Name: Senior Center Roof Replacement
- c. As outlined in the application submitted in response to the Request for Application (RFA), the objective of this project is to rehabilitate the roof of the Murray Senior Recreation Center which is located at 10 East 6150 South, Murray, UT 84107, a public facility that serves approximately 250 seniors daily with affordable programs supporting health, recreation, education, and social engagement.
- d. Eligibility and Reference: 24 CFR 570.201(c) – Public Facilities Improvements National Objective and Reference: 24 CFR 570.208(a)(2) Activities benefiting low- and moderate-income persons. IDIS Matrix Code: 03A- Senior Centers.
- e. A 5-year Deed Restriction will be recorded on the property according to 24 CFR 570.505.

**2. Provided Services:**

- a. CDBG funds will pay to install a radon mitigation system, construction costs associated with roof replacement placement project including, materials, supplies, and labor. This project will utilize the Community Development Block Grant (CDBG) funding to replace the entire roof, including the removal and replacement of existing roofing, fascia, soffit, coping caps, and insulation, as well as installing a durable 60-mil PVC membrane.

**3. Client Eligibility:**

- i. Low- and Moderate-Income Persons. - 24 CFR 570.208(a)(2)(i)(A).  
Benefit a clientele who are generally presumed to be principally low- and moderate-income persons.
  1. Target Population: Elderly Persons.

**4. Reporting:**

- a. This Agreement requires timely progress reports from the Subrecipient. The subrecipient will complete 1) a quarterly narrative and 2) a quarterly statistical progress report and 3) an annual demographic report. All reports must be submitted according to the timelines below and will be submitted online in Smartsheet. Reporting requirements are subject to change.
- b.
  - i. Goal Statements:
    1. Install a radon mitigation system.
    2. Remove and replace the roofing, fascia, soffit, coping caps, and insulation.

**Deleted:** and demographic report

3. Install a durable 60-mil PVC membrane.

- ii. Outputs:
  - 1. Narratives
    - a. Program Status
    - b. Program Impact Story
- iii. Reporting Timeline:

Deleted: <#>Outreach Narrative¶

| Required Report                                       | Reporting Period |                                                            | Due Date                        |
|-------------------------------------------------------|------------------|------------------------------------------------------------|---------------------------------|
| Narrative and Statistical Progress Report (Quarterly) | Q1               | July 1 <sup>st</sup> - September 30 <sup>th</sup> , 2025   | October 31 <sup>st</sup> , 2025 |
|                                                       | Q2               | October 1 <sup>st</sup> – December 31 <sup>st</sup> , 2025 | January 31 <sup>st</sup> , 2026 |
|                                                       | Q3               | January 1 <sup>st</sup> – March 31 <sup>st</sup> , 2026    | April 30 <sup>th</sup> , 2026   |
|                                                       | Q4               | April 1 <sup>st</sup> – June 30 <sup>th</sup> , 2026       | July 20 <sup>th</sup> , 2026    |
|                                                       | Q5               | July 1 <sup>st</sup> - September 30 <sup>th</sup> , 2026   | October 31 <sup>st</sup> , 2026 |

**Attachment C: Project Budget**  
**Salt Lake County**  
**Housing and Community Development**



|                                                      |                                            |                      |
|------------------------------------------------------|--------------------------------------------|----------------------|
| <b>Subrecipient Name:</b>                            | Murray City Corporation                    |                      |
| <b>Project Name:</b>                                 | Murray City Senior Center Roof Replacement |                      |
| <b>Contract #:</b>                                   | HCD25001CH                                 |                      |
| <b>Total Project Cost (including this contract):</b> | \$400,000.00                               |                      |
| <b>Contract Amount:</b>                              | \$ 400,000.00                              |                      |
| <b>County Portion of Project Cost:</b>               | 100%                                       |                      |
| <b>Match Committed by Subrecipient:</b>              | \$ -                                       |                      |
| <b>Match Percentage:</b>                             | 0%                                         | <b>Match Source:</b> |

| Budget Category                            | Budget Line Description                                                                                                                                                          | Amount               |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| *Project Staff Salaries and Wages          |                                                                                                                                                                                  | \$ -                 |
| *Project Staff Fringe Benefits             |                                                                                                                                                                                  | \$ -                 |
| Contracted Services                        | CDBG funds will pay to install a radon mitigation system, cover construction costs associated with roof replacement placement project including, materials, supplies, and labor. | \$ 400,000.00        |
| Insurance/Legal/Financial                  |                                                                                                                                                                                  | \$ -                 |
| Direct Client Assistance                   |                                                                                                                                                                                  | \$ -                 |
| Travel/Training                            |                                                                                                                                                                                  | \$ -                 |
| Program Supplies and Office Expenses       |                                                                                                                                                                                  | \$ -                 |
| Space Costs (Rent, Utilities, Maintenance) |                                                                                                                                                                                  | \$ -                 |
| Other                                      |                                                                                                                                                                                  | \$ -                 |
|                                            |                                                                                                                                                                                  |                      |
| Indirect Admin                             |                                                                                                                                                                                  | \$ -                 |
| Direct Admin                               |                                                                                                                                                                                  | \$ -                 |
| <b>Total Contract Budget Amount</b>        |                                                                                                                                                                                  | <b>\$ 400,000.00</b> |

## **Project Budget Requirements**

County provides payment to Subrecipient on a reimbursement basis.

Reimbursement requests must be submitted through an online invoice portal provided by County. Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If Subrecipient does not have any eligible costs for the previous month, Subrecipient must submit a zero-dollar invoice in the reimbursement portal. If Subrecipient is unable to submit an invoice for the previous month, Subrecipient must inform County in writing prior to the 15th of each month. County may make exceptions to this frequency of billing on a case by case basis at the sole discretion of County.

County fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, County will provide flexibility with reimbursement requests, but County cannot process any requests for reimbursement from the previous calendar year after January 15th regardless of circumstances. If Subrecipient has any concern with costs incurred from a previous calendar year being reimbursed by this date, Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by County. Subrecipient will keep documentation of match expenditures on file for review as requested by County. Subrecipient must maintain documentation of all expenditures for a period of not less than five (5) years and provide full expense backup documentation upon request.

Any changes to Attachment C: Project Budget must be approved in writing by County. Budget changes must be approved prior to the incurring of expenses. Changes determined by County to be substantial may require an amendment to this agreement.



**MURRAY**  
CITY COUNCIL

# Discussion Item #2



**MURRAY**

# Public Works/Water Division

## Strategic Water Conservation Messaging... and more.

### Council Action Request

Committee of the Whole

Meeting Date: January 6, 2026

|                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department Director</b><br>Russ Kakala<br><br><b>Phone #</b><br>801-270-2404<br><br><b>Presenters</b><br>Aron Frisk<br>Russ Kakala<br><br><br><br><br><br><br><br><br><br><b>Required Time for Presentation</b><br>15 Minutes<br><br><b>Is This Time Sensitive</b><br>No<br><br><b>Mayor's Approval</b><br>Kim Sorensen<br><small>Digitally signed by Kim Sorensen<br/>Date: 2025.12.22 15:49:37 -07'00'</small><br><b>Date</b><br>December 22, 2025 | <b>Purpose of Proposal</b><br>Water usage and conservation messaging to Murray City residents and businesses.<br><br><b>Action Requested</b><br>Resolution approving an Interlocal cooperation agreement<br><br><b>Attachments</b><br>CUWCD proposal, Proposed Resolution & Proposed Agreement.<br><br><b>Budget Impact</b><br>Zero impact to the budget for the duration of the pilot period (3 years) Funding is explained in the proposal and supplemented by the Utah Transparent Water Billing Grant the city obtained.<br><br><b>Description of this Item</b><br>This proposal authorizes Murray City to participate in a three-year pilot water conservation partnership with the Central Utah Water Conservancy District (CUWCD) using the Yoppify platform. The program combines CUWCD cost-share funding with Murray City's existing AMI water-use data to support targeted conservation efforts, including automated leak detection, improved water-use awareness, and identification of high-impact outdoor water savings. The goal is to reduce water waste while minimizing additional staff workload through data-driven, automated customer outreach.<br><br>Murray City retains control of data and messaging, CUWCD provides program guidance and funding, and Yoppify supplies the analytics and communication tools. The approach aligns with established AWWA and APWA conservation best practices by prioritizing leak repair and focused outreach rather than broad mandates, supporting long-term water supply reliability and responsible system management. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY AND THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR FUNDING FOR THE CITY TO PARTICIPATE IN A THREE-YEAR PILOT WATER CONSERVATION PROGRAM.

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

WHEREAS, Murray City (“City”) and the Central Utah Water Conservancy District (“CUWCD”) are “public agencies” as contemplated in Utah Code Ann. § 11-13-101, *et seq.* – Interlocal Cooperation Act; and

WHEREAS, the City desires to participate in a three-year pilot water conservation partnership with CUWCD (the “Conservation Program”) in an effort to reduce water waste while minimizing additional staff workload through data-driven, automated customer outreach; and

WHEREAS, the City intends to enter into an Agreement with Yoppify, LLC (“Yoppify”) to use it’s platform to provide analytics and communication tools as part of the Conservation Program; and

WHEREAS, the Conservation Program will utilize the City’s existing Advanced Metering Infrastructure and the Yoppify platform to support targeted conservation efforts throughout the City, including automated leak detection, improved water-use awareness, and identification of high-impact outdoor water savings; and

WHEREAS, CUWCD will provide cost-sharing funding and program guidance to assist the City in establishing American Water Works Association and American Public Works Association conservation best practices by prioritizing leak repair and focused outreach, supporting long-term water supply reliability, and responsible water system management; and

WHEREAS, it is in the best interests of the City to participate in the Conservation Program to support water conservation efforts in Murray City.

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST

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

## **ATTACHMENT**

Interlocal Cooperation Agreement for Funding to the City  
To Participate in a Pilot Three-Year Water Conservation Program

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE**  
**CENTRAL UTAH WATER CONSERVANCY DISTRICT**  
**AND**  
**MURRAY CITY CORPORATION**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, (the “Effective Date”) between Murray City Corporation, hereinafter referred to as "Murray", 10 East 4800 South, Murray, Utah 84107, and the Central Utah Water Conservancy District, hereinafter referred to as the “District”, 1426 East 750 North Ste 400, Orem, Utah 84097.

Whereas Murray 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.

Now, based upon the mutual promises and agreements below, the Parties agree as follows:

**A. THE DISTRICT AGREES TO THE FOLLOWING:**

1. To provide funding directly to Yoppify, LLC (“Yoppify”) for the Murray City Yoppify Pilot Project (“Project”) as outlined in the District’s Strategic Water Conservation Report for Murray City, attached hereto as “Exhibit A” and incorporated herewith. The Fund provided are not to exceed **SEVENTY THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$70,814.00)** (“Maximum Cost”) to Yoppify for the direct use of the Project and associated costs. The Project will include three (3) years of associated services beginning on the Effective Date through \_\_\_\_\_, 2028 (the “Contract Period”). Up to the Maximum Cost, the District agrees to pay 100% for the Project to Yoppify in year one, 80% in year two, and 70% in year three. This would require Murray to pay or obtain a 20% local cost share in year two and 30% in year three. Costs incurred by Murray after the Contract Period or over the Maximum Cost are the sole fiscal responsibility of Murray. However, Murray may request additional funding from the District, which the District may consider at its discretion.
2. To provide Murray through Yoppify with conservation messaging and content to be used with the Project and in various campaigns such as; rebate program promotion, proactive leak detection, high water use engagement, and water use awareness.
3. To consider access and funding to conservation programs tailored to Murray residents. These programs may be specific to Murray and any funding provided directly to any Murray residents is separate from any Project funding described in this Agreement.

4. Contact for this Agreement, and the person designated to represent the District for the purposes of this Agreement, is:

Amanda Strack, Water Conservation Manager  
Central Utah Water Conservancy District  
1426 E 750 N Ste. 400  
Orem, Utah 84097

**B. MURRAY AGREES TO THE FOLLOWING:**

1. To contract with Yoppify for the services described in the Project outlined in Exhibit A.
2. Contribute additional funding for years 2 and 3 of the Contract Period. Year 2 would require a 20% cost share, or \$5,503.00 and year 3 would require a 30% cost share, or \$7,292.00 totaling \$12,795.00 for the Contract Period.
3. To only utilize Yoppify's communication platform if necessary to provide residents with water service notifications that align with the District's water conservation objectives; to include District rebate and incentive program promotion, proactive leak detection, high water user engagement, and water use awareness.
4. To allow Yoppify to share with the District non-personalized water use data, water conservation campaign analytics, and general information to help support the District's conservation objectives.
5. Any costs incurred outside of the scope identified in Exhibit A at the request of Murray must be paid to Yoppify by Murray and are not eligible for funding by the District as part of this Agreement.
6. Administration of the Project, and the chief contact for Murray, is:

Russ Kakala  
Public Works Director  
4646 S 500 W  
Murray, Utah 84123

**C. THE DISTRICT AND MURRAY AGREE:**

1. That the terms of this Agreement can be renegotiated in good faith at the request of either party.

2. That either party may terminate this Agreement by giving ninety (90) days written notice to the other party. Any costs incurred during the Contract Period before the termination date will be paid by both the District and Murray according to the cost breakdown in Exhibit A, and any remaining obligations for payments to Yoppify shall be consistent with the funding provisions in Section A(1) of this Agreement.
3. All notices, requests, demands, and other communications required or allowed by this Agreement shall be in writing and shall be given by personal delivery or by certified mail, with return receipt requested, to the following addresses or to such other addresses as the parties may designate in writing:

If to District, to:

Central Utah Water Conservancy District Attn: General Manager  
1426 E 750 N Ste. 400  
Orem, Utah 84097

If to Murray City, to:

Murray City  
Attn: Public Works Director  
4646 S 500 W  
Murray City, Utah 84123

4. All the funding, covenants, terms, provisions, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.
5. This Agreement, including all attachments, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.
6. The District and Murray each represent and warrant that it has the authority to enter into this Agreement. In addition, each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

**D. ADDITIONAL PROVISIONS:**

1. Governing Law and Venue. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County or the United States District Court of Utah.
2. Governmental Immunity, Liability, and Indemnification. The City and the District are governmental entities under the Utah Governmental Immunity Act

(“Act”). Therefore, consistent with the terms of the Act, each party agrees to be responsible for its own liability incurred as a result of its participation in the Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. Neither the City nor the District waives any defenses or limits of liability otherwise available under the Act and all other applicable laws and both the City and the District maintain all privileges, immunities, and other rights granted by the Act and other applicable laws.

3. Changes in Scope. Any changes in the scope to the obligations under this Agreement shall be in the form of a written amendment to this Agreement, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
4. Non-Appropriation of Funds. The parties mutually acknowledge and agree that performance under this Agreement is expressly subject to the appropriation of funds as allocated to the individual Parties as part of their respective annual budgeting processes. If funding for either Party is not appropriated, is reduced, or it is otherwise not provided, either Party may terminate this Agreement or proportionately reduce the Scope and obligations upon thirty (30) days written notice. No act or omission by either Party which is attributable to the non-appropriation of funds shall constitute a breach of or default under this Agreement.
5. Marketing or Publicity. Neither Party shall be permitted to identify the other Party as a customer, use the Party’s name in connection with proposals or prospective customers, reference the other Party on its website or to otherwise refer to the other Party in print or electronic form for marketing, publicity, or reference purposes without the other Party’s prior written approval.
6. Confidentiality. For purposes of this Agreement, “Confidential Information” means information that is deemed as confidential under applicable state and federal laws, including personal information. Both parties acknowledge that they are public entities subject to the State of Utah’s Government Records Access and Management Act (“GRAMA”) and that this Agreement and all records related to the Services provided under this Agreement may be considered public documents and may be subject to disclosure under GRAMA. To the extent permitted under GRAMA and applicable privacy laws of the State of Utah, the Parties shall keep all Confidential Information strictly confidential and shall not disclose any Confidential Information received by it to any third parties. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, the Parties will dispose of all Confidential Information or personal information as required by Utah State and Federal privacy laws and regulations.

7. Secure Protection and Handling of Personal Data. If District is given personal data as part of this Agreement, the District shall use reasonable efforts to ensure that there is no inappropriate or unauthorized use of the personal data District agrees not to sell, distribute, exchange or provide any personal data acquired pursuant to this Agreement for the purposes of advertising, or marketing purposes. To the extent that District is given personal data as part of this Agreement, then District shall comply with relevant Utah and Federal privacy and data law.

*(Signature Page to Follow)*

DATED as of the day and year first written above.

**MURRAY CITY CORPORATION**

**CENTRAL WATER CONSERVANCY  
DISTRICT**

\_\_\_\_\_  
Brett A. Hales, Mayor Signature

\_\_\_\_\_  
Amanda Strack, Water Conservation  
Manager

\_\_\_\_\_  
Gene Shawcroft, P.E., General  
Manager/CEO

**ATTEST:**

\_\_\_\_\_  
Murray City Recorder

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney's Office

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Public Works Department

**APPROVED AS TO AVAILABILITY OF FUNDS**

\_\_\_\_\_  
Finance Department

# EXHIBIT A

## CENTRAL UTAH WATER CONSERVANCY DISTRICT STRATEGIC WATER CONSERVATION REPORT FOR MURRAY CITY



# Strategic Water Conservation for **Murray City**

Funded in Partnership with CUWCD (v. 07.23.2025)

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## \* **Proposal from Central Utah Water Conservancy District**

The proposed pilot project from CUWCD aims to leverage Yoppify's platform to deliver targeted conservation initiatives, maximize resource efficiency, and enhance water management for Murray City.

## \* **Notice of Confidentiality**

This document contains proprietary and confidential information intended solely for the recipient. This document is provided with the understanding that they will not be shared, replicated, distributed, or disclosed to third parties or used for any purpose other than evaluating this solution.



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Utah Water Conservancy  
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Pricing Estimate

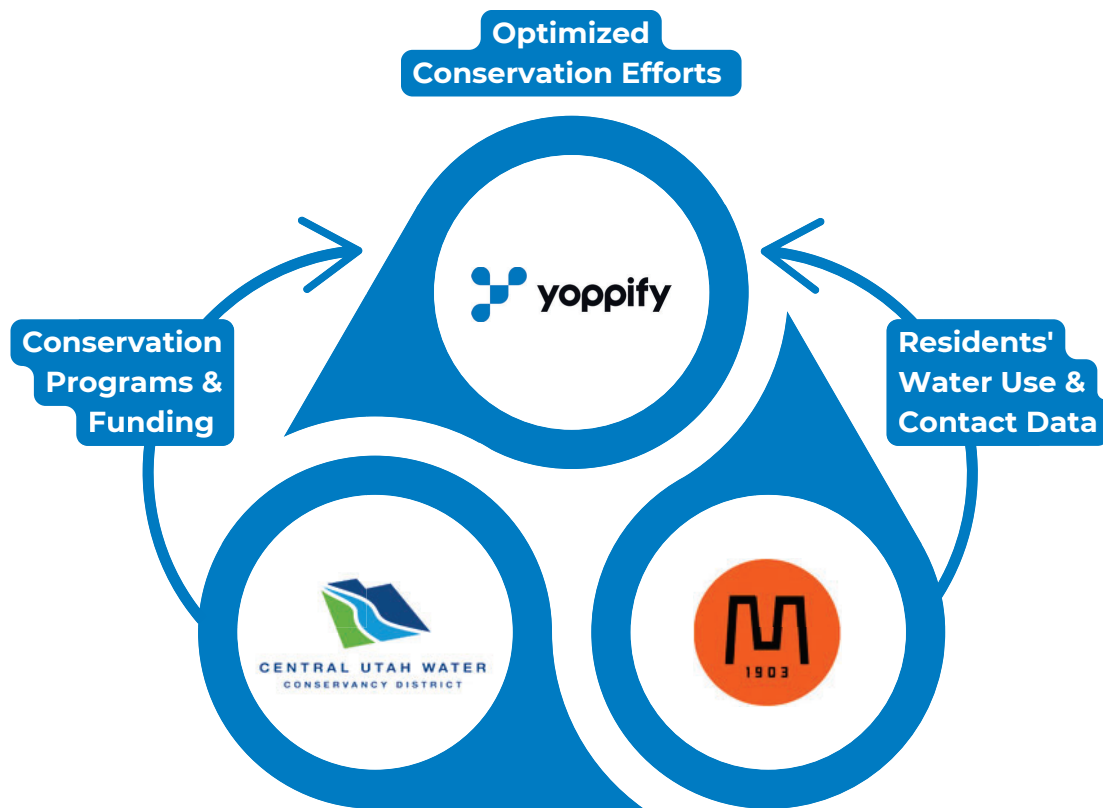


# CUWCD Partnership

Central Utah Water Conservancy District (CUWCD) has contracted with Yoppify to conduct a pilot program focused on enhancing water use awareness and conservation throughout its service area. CUWCD selected Yoppify through a competitive Request for Proposal (RFP) process, recognizing Yoppify's capability to effectively engage communities and promote efficient water use.

The pilot program will test and refine strategies to boost community involvement and awareness of water conservation. CUWCD values collaboration with communities like Murray City that are committed to responsible water management and sustainable practices.

This initiative aligns with CUWCD's mission to improve conservation outcomes and public awareness of efficient water use. This document outlines the proposed project and anticipated community benefits.



## Bridging Gaps for Optimized Conservation:

Murray and CUWCD share a common goal: improving water conservation. However, each faces barriers that can be addressed through collaboration.

CUWCD offers funding and conservation programs but doesn't have access to individual water use data or direct contact with residents. Murray has this valuable information but may lack the staff capacity and resources to fully implement conservation initiatives.

By combining CUWCD's programs with Murray's data, the Yoppify platform enables targeted, high-impact outreach. This partnership ensures that conservation efforts are more effective—and that the right resources reach the residents who need them most.

## Program Highlights

**Duration:** CUWCD and Murray will participate in a three-year pilot project to enhance water conservation and public awareness.

**Financial Support:** CUWCD will provide cost-share funding. Detailed funding information is provided in the pricing section.

**Services:** Murray will have access to Yoppify's platform and related services.

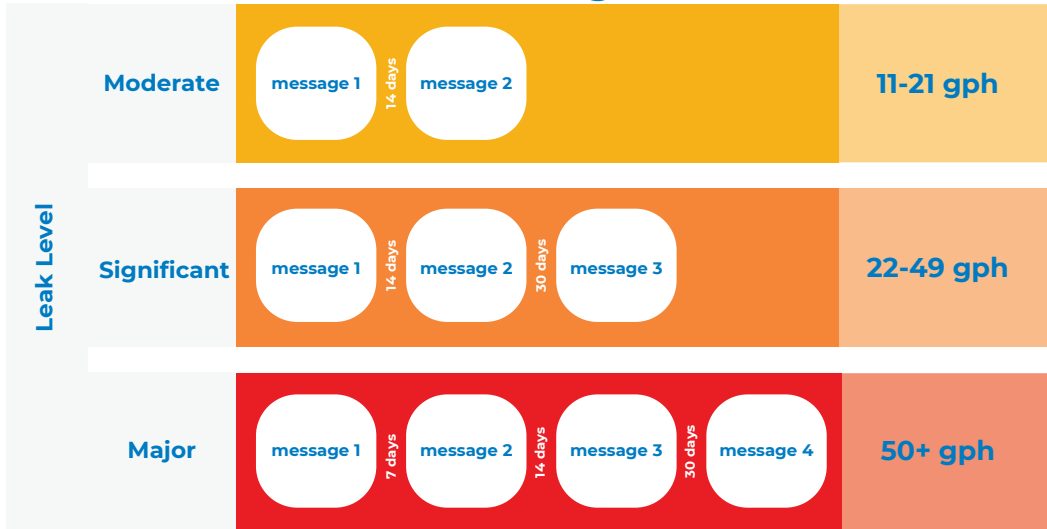
## Program Objectives

This program aims to boost water use awareness and conservation in Murray City. Objectives for the program include:

- **Leak Detection & Mitigation:** Establish an automated leak detection and categorization system, classifying alerts by severity. Residents receive timely notifications along with instructional resources for leak mitigation.
- **Water Use Awareness:** Identify households exhibiting excessive or frequent irrigation patterns. Provide personalized conservation guidance, including landscape consultations to reduce unnecessary water usage.
- **Landscape Identification:** Aggregate and analyze internal and external data, identifying optimal candidates for landscape conversion initiatives to maximize conservation outcomes.



## Leak Detection and Mitigation



### Program Summary

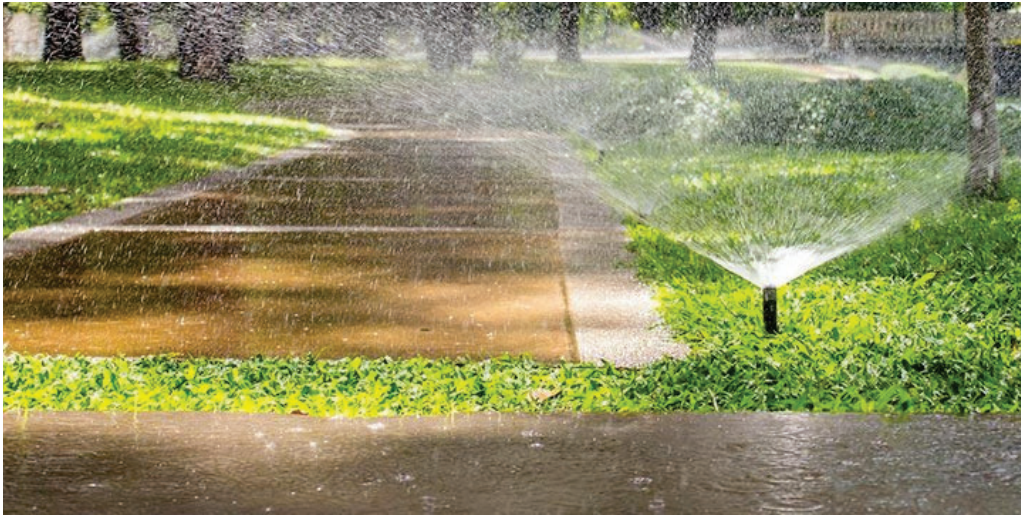
Yoppify's proactive, automated approach to leak notification helps residents resolve leaks more quickly, conserves water and reduces the burden on city staff. It's a scalable solution that supports multiple conservation priorities.

- **Data Integration:** Yoppify connects with Murray's AMI system to merge real-time water use data with resident contact details from the city billing database. Once integrated, the platform automatically detects potential leaks and classifies them as low, medium or high based on customized usage pattern algorithms.
- **Custom Workflows:** Each leak severity level triggers a notification workflow defined by Murray and CUWCD. Workflows can include a sequence of messages with built-in pauses to give residents time to address the leak before additional messages are sent.

### Roles and Responsibilities

- **Yoppify** will stage and dispatch leak-alert notifications according to the severity thresholds and workflow criteria defined in collaboration with CUWCD and Murray City.
- **Murray City** will commit to sending those alerts on a regular cadence (e.g., daily, weekly, etc.) and provide needed data.
- **CUWCD** will guide both the city's implementation approach and the overall project objectives to ensure that workflows and messages support CUWCD's conservation priorities as well as Murray's public awareness goals.

# Water Use Awareness Overview



## Program Summary

The Yoppify platform helps to drive water use awareness by identifying households exceeding optimal irrigation or consumption thresholds and delivering relevant guidance and conservation programs to help residents save water.

- **Data Integration:** Yoppify connects with Murray's AMI system, then layers in external weather data sources to pinpoint locations irrigating too frequently or using water above predefined thresholds.
- **Custom Workflows:** Based on each household's profile and usage patterns, the platform automatically generates individualized recommendations ranging from simple irrigation schedule adjustments to invitations for landscape consultations.

## Roles and Responsibilities

- **Yoppify** will analyze integrated usage and weather data to flag households to receive notifications through the agreed communication channels and messages.
- **Murray City** will send regular notifications and provide the data needed to identify participants.
- **CUWCD** will help define excessive use thresholds, collaborate on conservation messaging, and supply guidance materials that align with CUWCD's broader water use awareness initiatives.

# Landscaping Conversion Administration



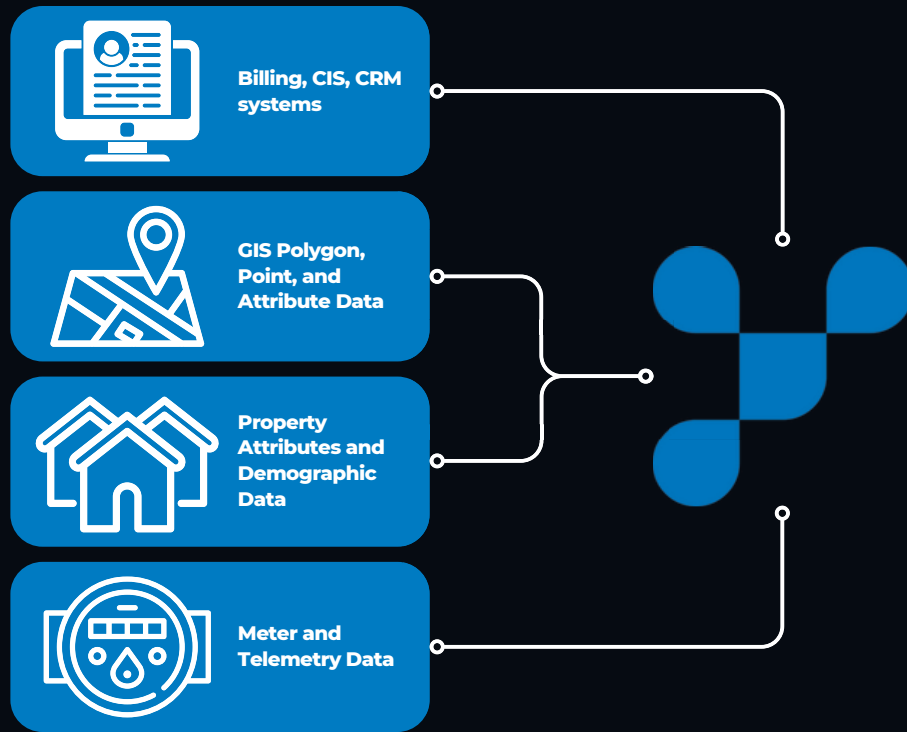
## Program Summary

Yoppify leverages advanced data aggregation and analysis to identify prime candidates for landscaping conversion projects, streamlining outreach and supporting Murray City and CUWCD's long-term water-conservation goals.

- **Data Integration:** Yoppify takes data from Murray's AMI system and external sources (e.g., parcel maps, property characteristics, local climate data) to score properties based on landscape area, irrigation usage, and suitability for conversion projects.
- **Custom Workflows:** Once high priority candidates are identified, the platform stages a sequence of communications that invite homeowners to scheduling onsite assessments and sharing rebate or incentive details. Follow up messages help homeowners through the project with built-in reminders for key milestones (e.g., scheduling, project completion).

## Roles and Responsibilities

- **Yoppify** will aggregate and normalize multi-source data, generate candidate lists, and stage targeted outreach campaigns through the agreed communication channels.
- **Murray City** will provide necessary data access and send regular notifications to residents.
- **CUWCD** will help to define eligibility criteria and incentive structures for turf conversions, review and approve candidate lists, and fulfill rebate applications.



## Data Integration and Sharing

A variety of data sources may be used to support the pilot project, including city water use records, AMI meter data, leak alerts, Utah Water Savers participants, and publicly available demographic and property information. CUWCD's aerial imagery analytics add valuable insights into landscape characteristics, helping to better estimate irrigation needs and identify appropriate conservation programs.

Any pilot project data that may be shared with CUWCD will be reviewed and authorized by Murray, ensuring the city maintains control over what program data is shared.

Shared analytics will consist of high level, anonymized insights, such as aggregated water usage trends, conservation program participation rates, and geographic distribution of engagement. In cases when residents participate in CUWCD programs and consent to share water use data, the Yoppify platform can facilitate this access.

By doing this, CUWCD can evaluate the effectiveness of the program and related conservation initiatives pursued in the community.

# Yoppify Feature Overview:

## Geographic Messaging

Target specific areas on a map for precise communication. Circle an area or click individual locations to send messages directly to impacted residents. Whether it's a service disruption, road closure, or emergency alert, geographic messaging improves the efficiency and effectiveness of your communications.

## Situational Messaging

Send targeted messages based on criteria other than geography. Whether it's a delinquent notice, leak alert, service issue, or another important update, you can easily message lists of account numbers, predefined tags, or based on data sources like water usage.

## Channel Prioritization

Maximize your reach using the contact information you have. Our channels include text, email, automated voice call, postcard, and letter. Prioritize these channels to utilize the best method of contact for each resident, ensuring your message reaches them efficiently and effectively.

## Advanced Analytics & Tracking

View a detailed conversation history for each contact and monitor the success or failure of every message sent. Additional data dashboards can be created to give you deeper insights based on the data sources your city provides.

## Templates & Yopp AI

Streamline your messaging with Yoppify's pre-written templates, designed to make communication quick and easy. Additionally, leverage Yopp AI to transform your messages into powerful community announcements, ensuring your communication is impactful and engaging.

## Two-way Communication Enabled

Yoppify's two-way communication feature allows your city to manage incoming texts, emails, and web chats in a central communication hub. Choose to actively manage messages in real-time, allow residents to leave messages for future response, or disable two-way communication completely based on your needs.

## Web Chat & Resource Hub

Residents can update their contact information, submit custom forms to the city, start a web chat, or view additional information about city notices. By offering the option to subscribe to updates about projects, you can reduce customer inquiries and prevent message fatigue.

# Discover the benefits of Yoppify's **friendly tech solutions.**



**Web Portals**



**Web Chat**



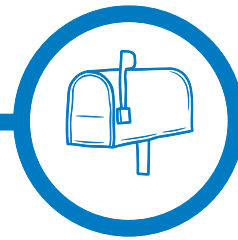
**Emails**



**Texts**



**Phone Calls**



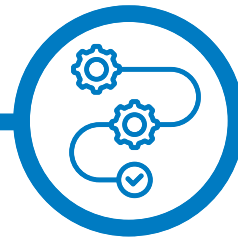
**Mailers**



**Contact  
Validation**



**Data  
Connectors**



**Task  
Automation**

# Support for City Initiatives

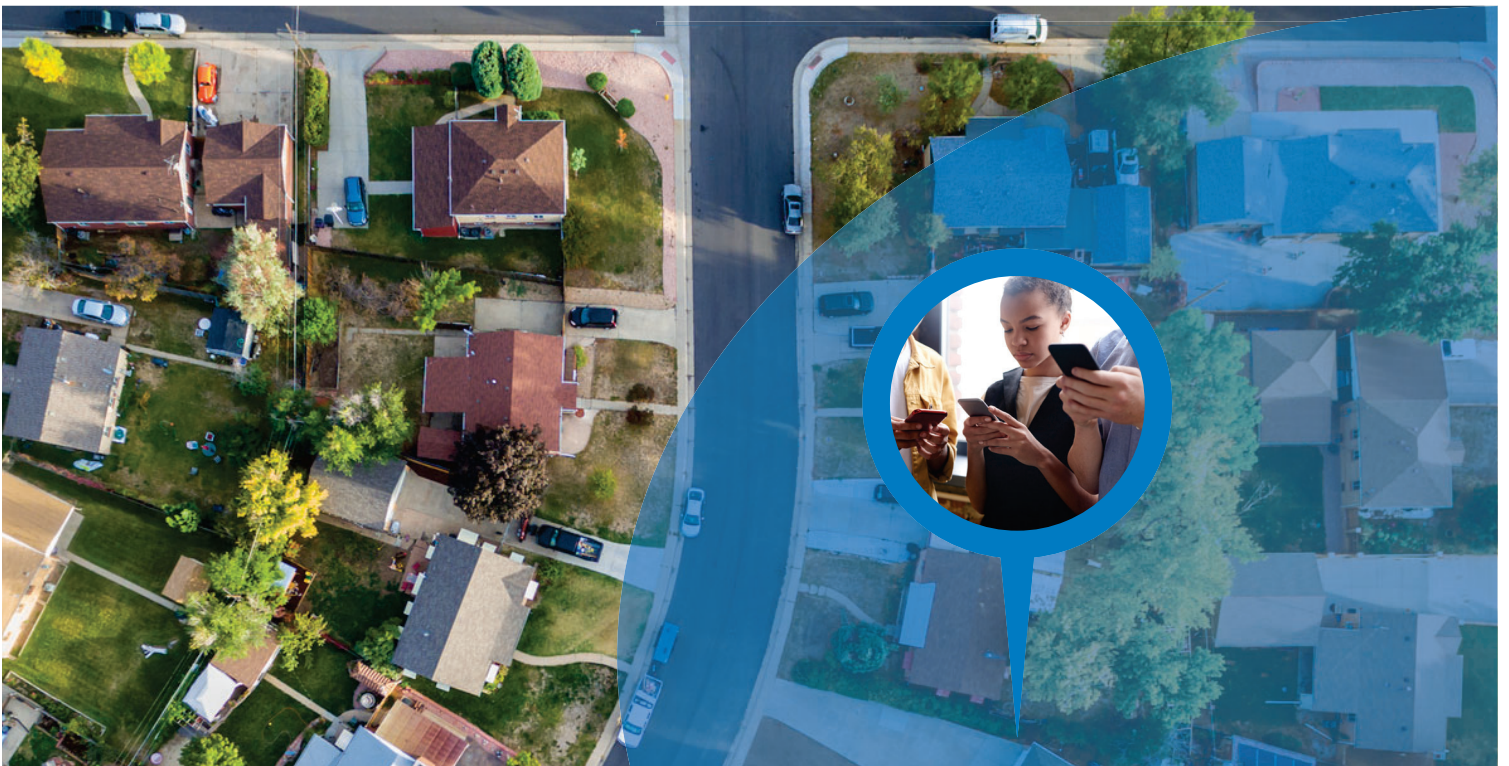
## Utility Billing: (Shutoff & Delinquent Notices)

Easily respond to billing inquiries or meter reading discrepancies in a central communication hub. Use text, email, automated voice calls, postcards, or printed letters to message residents about delinquent accounts, potential leaks, or other information related to their utility service. Digital notifications can replace traditional mailed letters, cutting postage and printing costs while delivering faster, more reliable communication.

---

## Emergency Notifications:

Ensure timely communication and efficient resolution of critical city concerns. Send messages to specific geographic areas or to residents with specific demographic data. Yoppify lets you proactively send messages about service disruptions, sewer backups, water boil advisories, compliance notices, infrastructure maintenance, water use, and more.



# Support for City Initiatives

## **Water Conservation:**

Provide residents with personalized, actionable water use insights, drive engagement with your AMI web portal, and deliver targeted promotions for programs and rebates. By utilizing data integrations, you can proactively notify residents about critical issues like leaks or unusually high water use—no login required.

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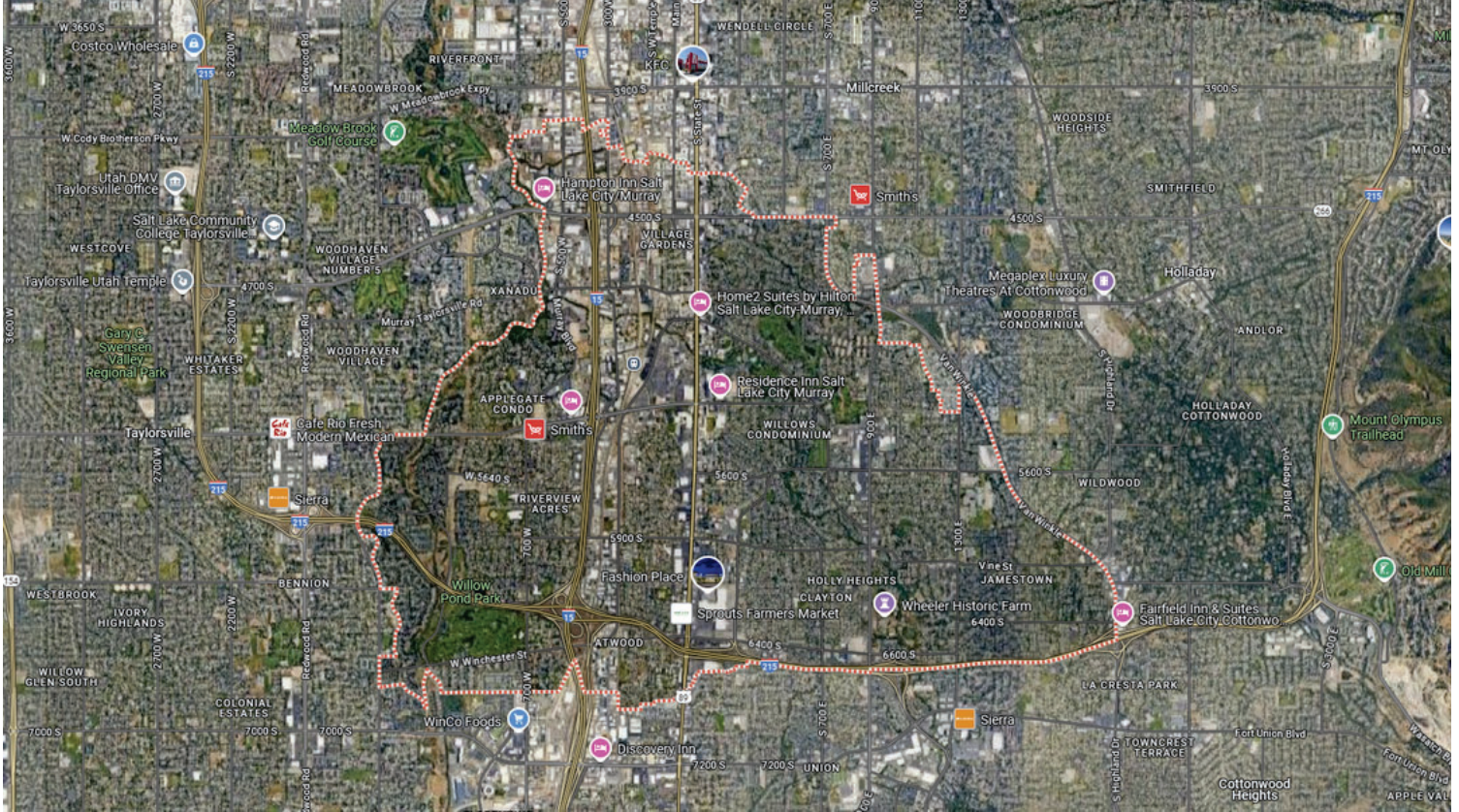
## **Web Portal Engagement:**

Send timely alerts to residents about meter events. For example, water leaks or unusual water use. Messages can encourage residents to log in to their portal, engage, and take immediate action.

---

## **Consolidating Workflows:**

Yoppify can help Murray streamline operations by consolidating communication, notification processes, and data analytics into one centralized hub. Instead of managing messages in one place, resident info in another, and water use data somewhere else, Yoppify brings it all together—making it easier to access the right information, send timely updates, and manage outreach from a single platform. This not only saves time but improves coordination across departments.



# More Solutions

You can rely on Yoppify for more than just the solutions outlined in this proposal. Additional use cases include:

- Communication about service disruptions, road projects, and infrastructure maintenance
- Facilitating online public forms and processes
- Backflow inspection programs
- Drought response communication
- Change in trash routes or service
- Stormwater management updates
- Power updates
- And more

By leveraging Yoppify's comprehensive platform and services, you can transform your operations, enhance customer engagement, and achieve meaningful results across multiple areas.

# Cost-Share & Pricing

This document provides pricing estimates for a three-year project period, along with projected costs after the initial pilot phase. Upon completion of the initial three-year period, CUWCD will evaluate the program to assess its effectiveness in meeting the objectives of both Murray City and CUWCD. Should the program prove successful, CUWCD may extend its cost-share support.

| Pilot Period                                                                                                                                                                                                                                                                                    |          |          |          |          |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|
| Annual Cost                                                                                                                                                                                                                                                                                     | Year 1   | Year 2   | Year 3   | Year 4   | Year 5 + |
| <b>Yoppify Platform &amp; Services</b> <ul style="list-style-type: none"> <li>Advanced Subscription Package</li> <li>Messaging Credits</li> <li>Yopp.AI - Automatic message generation</li> </ul>                                                                                               | \$14,688 | \$14,688 | \$14,688 | \$14,688 | \$14,688 |
| <b>Custom Workflows &amp; Add-ons</b> <ul style="list-style-type: none"> <li>Workflows &amp; Analytics for 3 integrations</li> <li>Professional Services</li> </ul>                                                                                                                             | \$17,100 | \$12,825 | \$9,619  | \$4,500  | \$4,500  |
| <b>Total Service Costs</b>                                                                                                                                                                                                                                                                      | \$31,788 | \$27,513 | \$24,307 | \$19,188 | \$19,188 |
| <b>Murray City Cost Share</b>                                                                                                                                                                                                                                                                   | \$0      | \$5,503  | \$7,292  | \$7,675  | \$9,594  |
| <b>CUWCD Cost Share</b>                                                                                                                                                                                                                                                                         | \$31,788 | \$22,011 | \$17,015 | \$11,513 | \$9,594  |
| <p>The pricing outlines the foundational services needed to support the proposal and provides an estimate of the typical costs for the city. Depending on the features the city would pursue independently, additional professional services and data source integrations may be necessary.</p> |          |          |          |          |          |

# Messaging Breakdown

## Digital Messaging

| Messaging Channel                                                                                                                                                                         | Credits Required      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Web Chat</b>                                                                                                                                                                           | Included with package |
| <b>Email</b>                                                                                                                                                                              | Included with package |
| <b>Text Message</b>                                                                                                                                                                       | Included with package |
| <b>Automated Call</b>                                                                                                                                                                     | Included with package |
| <p>*A text segment is 160 characters in length when using standard characters. When using special symbols, emojis, and non-Latin characters, each segment is 70 characters in length.</p> |                       |

## Printed Mailers

| Messaging Channel                                                                                                                                                                | Cost                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Postcard<br/>(4x6)</b>                                                                                                                                                        | \$0.88 per postcard<br>(first class, full color, two sides)                    |
| <b>Letter<br/>(8.5x11)</b>                                                                                                                                                       | \$1.10 per letter<br>(first class, full color, one side, dual window envelope) |
| <p>*These rates include current postage and printing fees. Rates will be updated periodically to reflect changes in postage costs. Postcards and letters are billed monthly.</p> |                                                                                |

# Proactive Communication made Simple.



# Discussion Item #3



**MURRAY**

# Murray Fire

## 2005 Ford Ambulance Donation

### Council Action Request

Committee of the Whole

Meeting Date: January 6, 2026

|                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department Director</b><br>Joseph Mittelman<br><br><b>Phone #</b><br>801-264-2775<br><br><b>Presenters</b><br>Joseph Mittelman                                                                                                                                             | <b>Purpose of Proposal</b><br>Donation approval for 2005 Ford Ambulance to Tooele County<br><br><b>Action Requested</b><br>Resolution for Murray City Council to approve the donation<br><br><b>Attachments</b><br>Resolution and Donation agreement<br><br><b>Budget Impact</b><br>Zero impact, Murray City received this ambulance as a donation from Sandy City over 10 years ago.<br><br><b>Description of this Item</b><br>Murray City Fire Department has a 2005 ambulance that was donated to us by Sandy City Fire Department around 2012. We have utilized this vehicle for several years, and it has served the department well during that time.<br>As the vehicle approaches the end of its primary service life with Murray, we would like to donate it to another Utah agency so it can continue to be used in a secondary or support role.<br>Tooele County has expressed interest in receiving the ambulance and would be our intended recipient for this donation.<br>If approved, staff will complete the necessary documentation, including a donation agreement to complete the transfer in accordance with city policy. |
| <b>Required Time for Presentation</b><br>5 Minutes<br><br><b>Is This Time Sensitive</b><br>No<br><br><b>Mayor's Approval</b><br>Kim Sorensen<br><small>Digitally signed by Kim Sorensen<br/>Date: 2025.12.22 15:48:08 -07'00'</small><br><br><b>Date</b><br>December 22, 2025 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMBULANCE  
DONATION AGREEMENT BETWEEN MURRAY CITY AND TOOELE  
COUNTY.

WHEREAS, Murray City Corporation (the "City") and the Murray City Fire Department (the "Fire Department") are in possession of a 2005 Ford F350 Super Duty Ambulance ("Ambulance") which was originally donated to the City and that is no longer needed for any City purposes; and

WHEREAS, Tooele County is desirous to take possession of the Ambulance and the City and the Fire Department desire to provide Tooele County with a donation of the Ambulance and to be used solely by Tooele County; and

WHEREAS, pursuant to Chapter 3.10 of the Murray City Municipal Code, the City's Procurement Officer has determined that the Ambulance may be disposed of through donation; and

WHEREAS, the Parties desire to enter into an Ambulance Donation Agreement to document the responsibilities with respect to the donation.

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

1. It does hereby approve the Ambulance Donation Agreement between the City and Tooele County in substantially the form attached hereto.
2. The Ambulance Donation Agreement is in the best interest of the City.
3. Mayor Brett A. Hales is hereby authorized to execute the Ambulance Donation Agreement on behalf of City and act in accordance with its terms.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST

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

**ATTACHMENT**

Ambulance Donation Agreement

## **AMBULANCE DONATION AGREEMENT**

THIS AMBULANCE DONATION AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”) by and between Murray City Corporation, a Utah municipal corporation (the “Murray City”), and Tooele County. Murray City and Tooele County are sometimes referred to collectively as the “Parties.”

### **RECITALS**

- A. WHEREAS, Murray City desires to provide Tooele County with a donation of an Ambulance as further described below; and
- B. WHEREAS, pursuant to Chapter 3.10 of the Murray City Municipal Code the City’s Purchasing Agent has determined that the Ambulance (which was originally donated to the City) may be disposed of through donation; and
- C. WHEREAS, Murray City intends the Ambulance to be donated to and be used solely by Tooele County; and
- D. WHEREAS, Tooele County desires to accept the Donation subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the following mutual promises and consideration, the Parties agree as follows:

### **AGREEMENT**

**SECTION 1. THE DONATED AMBULANCE:** Subject to the terms and conditions of this Agreement, Murray City hereby transfers to Tooele County all rights, title and ownership of a 2005 Ford F350 Super Duty Ambulance – VIN No. 1FDWF36P85EB58218 (hereinafter referred to as the “Ambulance”). Tooele County may use the Ambulance for any purpose it deems appropriate. Ownership of the Ambulance will transfer to Tooele County upon delivery.

Murray City covenants, warrants, and represents that Murray City owns the Ambulance, free and clear of any charge, security interest, lien, claim, charge or other encumbrance of any nature or kind whatsoever. Tooele County hereby accepts receipt of the Ambulance and understands that the Ambulance is donated in “as is” condition with no guarantees or warranties, either express or implied, for the Ambulance as further explained below.

**SECTION 2. NO PAYMENT:** Murray City and Tooele County agree that each Party’s performance of this Agreement constitutes full consideration, and that Tooele County is not obligated to pay for the Ambulance.

**SECTION 3. TRANSPORTATION AND DELIVERY:** Upon execution of this Agreement, Tooele County shall be responsible pickup, transport, and/or delivery of the Ambulance.

**SECTION 4. NO WARRANTIES:** Murray City, including its employees, officers, directors, volunteers, elected officials, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to the design, development, manufacture, or use of the Ambulance. Furthermore, in no event shall Murray City be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this Agreement, including but not limited to Tooele County's use of the Ambulance whether based on breach of contract or tort (including negligence).

**SECTION 5. WAIVER OF LIABILITY:** Tooele County does hereby waive, release and discharge Murray City from any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Ambulance. The entire risk as to the performance of the Ambulance is assumed by Tooele County. In no event shall Murray City or its employees, officers, directors, volunteers, elected officials, and agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Ambulance.

**SECTION 6. INDEMNIFICATION:** Tooele County agrees to fully indemnify and hold harmless Murray City from any and all claims, liability and damages, arising from the use of the Ambulance except those arising from the sole negligence or willful misconduct of the Murray City.

**SECTION 7. SECTION HEADINGS:** The Section Headings in this Agreement are for convenience and reference only and in no way define, limit, describe or enhance the scope or intent of this Agreement nor in any way affect this Agreement.

**SECTION 8. AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of both Parties.

**SECTION 9. ENTIRE AGREEMENT:** This Agreement, including all attachments and exhibits hereto, constitutes the entire integrated agreement between the Parties and supersedes any and all other prior and contemporaneous understandings, negotiations or agreements between the parties, whether oral or written.

**SECTION 10. GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County or the United States District Court of Utah.

**SECTION 11. SEVERABILITY:** If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

**SECTION 12. ASSIGNMENT:** Neither party may assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the other party. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

**SECTION 13. NO THIRD-PARTY BENEFICIARIES:** Murray City and Tooele County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties, any rights, remedies, or other benefits under or by reason of the Agreement.

*(Signature Page to Follow)*

DATED as of the day and year first written above.

**MURRAY CITY CORPORATION**

**TOOELE COUNTY**

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

\_\_\_\_\_  
(Signature)

**ATTEST:**

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
City Recorder

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney's Office

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Murray Fire Department



# Discussion Item #4



**MURRAY**

# Department/Agency Finance & Administration

## FY 2025-2026 Budget Amendment

### Council Action Request

Committee of the Whole

Meeting Date: January 6, 2026

|                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department Director</b><br>Brenda Moore<br><br><b>Phone #</b><br>801-264-2513<br><br><b>Presenters</b><br>Brenda Moore                                                                              | <b>Purpose of Proposal</b><br>Amend the FY 2025-2026 budget<br><br><b>Action Requested</b><br>Discussion<br><br><b>Attachments</b><br>Memo outlining changes to the budget, draft of ordinance<br><br><b>Budget Impact</b><br>Budget Amendment<br><br><b>Description of this Item</b><br><br>This is the second of what will probably be four budget amendments for the FY2025-2026 budget. Since the amendment in September we have received notice of many grant awards. I also missed 4 items which needed to be rolled forward from fiscal year 2025.<br>I am waiting for the Alcohol tax distribution, if it comes in at more than \$90,000 I will be adding an adjustment to the amendment.<br><br>I have attached a memo outlining the budget changes requested. |
| <b>Required Time for Presentation</b><br>10 Minutes<br><br><b>Is This Time Sensitive</b><br>Yes<br><br><b>Mayor's Approval</b><br><br><br><br><br><br><br><br><br><br><b>Date</b><br>December 19, 2025 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



TO: Murray City Municipal Council

From: Brenda Moore, Finance & Administration Director

Date: December 19, 2025

Re: Fiscal Year 2026 Budget Amendment #2 – Meeting January 20

A budget opening public hearing has been scheduled for January 20. The opening will request funds and budget adjustments for the following purposes:

- Projects in-progress at FY 2025 Year-end
- Receive and allocate several grant awards
- New projects or needs for FY2026

**Grants & Reimbursements Received General Fund**

1. Receive and appropriate to reserves \$3,200 additional Zap funding for Arts.
2. Receive and appropriate \$1,500 from America250 Utah grant for expenses related to the America 250 celebration.
3. Receive and appropriate \$12,500 from the Utah Arts and Museums COS grant for art and museum projects.
4. Receive and appropriate \$24,936 CCJJ Asset Forfeiture Grant (SAFG) for police equipment
5. In the CIP Fund, receive and appropriate \$150,000 from the UDOT-Tap grant for Sunberry Dr sidewalks
6. Receive and appropriate \$78,365 from three Utah wildland deployments for Personnel costs and expenses.

**Grants Received Capital Improvement Fund (CIP)**

7. Receive and appropriate \$40,000 Fund from the Utah division of forestry for additional lighting along the Jordan Parkway in the Germania Park area.
8. Receive and appropriate \$150,000 from the UDOT-Tap grant for Sunberry Dr sidewalks
9. Receive and appropriate \$400,000 from the Federal CDBG funds from Salt Lake County for a new roof at the Senior Recreation Center.

**Rollover Projects from FY25 to FY26 – These were missed in amendment #1**

10. In the General from appropriate \$4,410 for the Art BRT project from reserves. This project was in the FY2025 budget. The artist was paid in FY2025, these are the funds to pay UTA for the panel installation.
11. In the CIP Fund appropriate \$608,275 for:
  - a. Willow Pond park concession area playground \$350,000
  - b. Woodstock park maintenance \$125,038
  - c. Leisure pool upgrade, refurbish \$133,237

**From Reserves – FY2026 new item**

12. In the CIP Fund appropriate from reserves \$20,000 for the Tyler Enterprise to the SAS cloud project. The current on premise software has been end-of-lifed and we are no longer receiving enhancements. The new software costs \$100,000 more per year. It will free up servers and disk space, so we won't have hardware costs for Tyler going forward. Migration costs are \$12,000.

\$92,000 of the \$112,000 of the first-year costs will be covered by reallocating exiting IT CIP budget.

Please contact me if you would like further explanation of any of these items.

## ORDINANCE NO.

### AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2025-2026 BUDGET

On June 17, 2025, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2025-2026. It has been proposed that the Fiscal Year 2025-2026 budget be amended as follows:

1. In the General Fund appropriate \$4,410 for the BRT station art project from reserves.
2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. \$3,200 from the Zoo Arts and Parks grant to reserves, and;
  - b. \$1,500 from America250 Utah grant for America250 celebration expenses, and;
  - c. \$12,500 from the Utah Arts and Museums COS grant for art and museum projects, and;
  - d. \$24,936 from the CCJJ asset forfeiture grant for police equipment. and;
  - e. \$78,365 from three Utah fire deployment reimbursements for personnel costs and expenses.
3. Receive and appropriate the following grants and/or reimbursements in the Capital Projects Fund with no financial impact:
  - a. \$40,000 from the Utah Department of Forestry for path lighting along the Jordan Parkway, and;
  - b. \$150,000 from the UDOT Tap grant for Sunberry Drive sidewalks, and;
  - c. \$400,000 from Federal CDBG funds for a new roof at the Senior Recreation Center.
4. Appropriate \$608,275 from the Capital Improvement Projects (CIP) Fund reserves for projects in progress from the previous year's budget including:
  - a. Increase the budget \$350,000 for the Willow Pond Park playground, and;
  - b. Increase the budget \$125,038 for Woodstock park maintenance, and;

- c. Increase the budget \$133,237 for leisure pool maintenance.
- 5. In the Capital Improvement Projects Fund appropriate \$20,000 for the Tyler SAS project from reserves.

Section 10-6-128 of the Utah Code states that the budget for the City may be amended by the Murray City Municipal Council following a duly noticed public hearing. Pursuant to proper notice, the Murray City Municipal Council held a public hearing on January 20, 2026, to consider proposed amendments to the Fiscal Year 2025-2026 budget. After considering public comment, the Murray City Municipal Council wants to amend the Fiscal Year 2025-2026 budget.

*Section 1. Enactment.* The City's Fiscal Year 2025-2026 budget shall be amended as follows:

- 1. In the General Fund appropriate \$4,410 for the BRT station art project from reserves.
- 2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. \$3,200 from the Zoo Arts and Parks grant to reserves, and;
  - b. \$1,500 from America250 Utah grant for America250 celebration expenses, and;
  - c. \$12,500 from the Utah Arts and Museums COS grant for art and museum projects, and;
  - d. \$24,936 from the CCJJ asset forfeiture grant for police equipment. and;
  - e. \$78,365 from three Utah fire deployment reimbursements for personnel costs and expenses.
- 3. Receive and appropriate the following grants and/or reimbursements in the Capital Projects Fund with no financial impact:
  - a. \$40,000 from the Utah Department of Forestry for path lighting along the Jordan Parkway, and;
  - b. \$150,000 from the UDOT Tap grant for Sunberry Drive sidewalks, and;
  - c. \$400,000 from Federal CDBG funds for a new roof at the Senior Recreation Center.
- 4. Appropriate \$608,275 from the Capital Improvement Projects (CIP) Fund reserves for projects in progress from the previous year's budget including:

- a. Increase the budget \$350,000 for the Willow Pond Park playground, and;
  - b. Increase the budget \$125,038 for Woodstock park maintenance, and;
  - c. Increase the budget \$133,237 for leisure pool maintenance.
5. In the Capital Improvement Projects Fund appropriate \$20,000 for the Tyler SAS project from reserves.

*Section 2. Effective Date.* This Ordinance shall take effect on first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_ day of \_\_\_\_\_, 2026.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
, Chair

ATTEST:

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

MAYOR'S ACTION: Approved

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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

## CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the \_\_\_\_ day of \_\_\_\_\_, 2026.

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Brooke Smith, City Recorder



# Discussion Item #5



**MURRAY**

# City Council and Administration

## Interlocal Boards and Committee Reports

### Council Action Request

Committee of the Whole

Meeting Date: January 6, 2026

|                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department Director</b><br>Jennifer Kennedy<br><br><b>Phone #</b><br>801-264-2622<br><br><b>Presenters</b><br>As Listed                                                                            | <b>Purpose of Proposal</b><br>Reports from Murray City representatives who serve on interlocal boards, committees and commissions.<br><br><b>Action Requested</b><br>Informational only.<br><br><b>Attachments</b><br>None<br><br><b>Budget Impact</b><br>N/A<br><br><b>Description of this Item</b><br>Reports from City representatives who serve on Interlocal Boards and Commissions (5 minutes each)<br><br>a. Valley Emergency Communications Center (VECC) - Kim Sorensen<br>b. Association of Municipal Councils (AMC) and Wasatch Front Waste and Recycling District - Diane Turner (10 minutes)<br>c. Legislative Policy Committee - Pam Cotter |
| <b>Required Time for Presentation</b><br>25 Minutes<br><br><b>Is This Time Sensitive</b><br>No<br><br><b>Mayor's Approval</b><br><br><br><br><br><br><br><br><br><br><b>Date</b><br>December 15, 2025 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



**MURRAY**  
CITY COUNCIL

**Adjournment**