

County Contract No. _____
 DA Log No. 23CIV000327

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MURRAY CITY

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

RECITALS:

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

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

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

D. The City has requested TRCC Funds from the County —through the County's Cultural Facilities Support Program—to help it fund the project described in its Murray City application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to help fund the rehabilitation of the Cahoon Mansion and turn it into a museum (the "Cahoon Mansion Museum"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

other counties, cities, towns, local political subdivisions, or the state.

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

A G R E E M E N T:

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

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse seven hundred and fifty-eight thousand two hundred and seventy-three dollars (\$758,273.00) to the City from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

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

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

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

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

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

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

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

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

I. Public Funds and Public Monies:

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

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

expenditure of TRCC Funds by the City.

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

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

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

L. Representations.

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

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of

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

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

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

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

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

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

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

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

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

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

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

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

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

H. Non-Funding Clause.

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

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

I. Termination.

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

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

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

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

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

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

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

(c) Terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

Craig J.
By Wangsgard
Deputy District Attorney

Digitally signed by Craig J.
Wangsgard
Date: 2023.03.02 11:51:13
-07'00'

[Signatures continue on next page.]



Agreement Number:

A23.55

Parks & Rec Agreement Review & Approval Form (over \$10,000)

Agreement Title & Description: Murray Mansion TRCC Grant

Contractor/Vendor: Salt Lake County

Agreement Begin Date: March, 2023

Agreement End Date: Dec 31, 2023

Account Number:

Contract Price: \$758,000

Approved as to:

Content: *LE*
Lori Edmunds (Mar 7, 2023 11:22 MST)
Owner / Project Manager

Is this IT related? Has IT been consulted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Justification	Prof Service (<50K)	
Three Quotes or RFP/IFB Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Emergency Exception (Documentation Attached)	<input type="checkbox"/> Yes	

Department Director: *Kim Sorensen*
Kim Sorensen (Mar 7, 2023 11:24 MST)
Name: Kim Sorensen, Parks & Rec Director

Form: *Mark S. Richardson*
Mark S. Richardson (Mar 7, 2023 13:54 MST)
Attorney for the City

Budget: *Brenda Moore*
Finance Officer

Original received by Recorders Officer: 3/7/2023

Retention:	7 Years (GRS-1859)
Notes:	Mayor and City Recorder sign (seal) the Agreement

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

MURRAY CITY


By 
Brett Hales (Mar 8, 2023 09:37 MST)

Name: Brett A. Hales

Title: _____

Dated: March 8th, 2023

Attest:


Brooke Smith (Mar 8, 2023 09:43 MST)
Brooke Smith, City Recorder
Date signed: Mar 08, 2023



Approved as to Form and Legality:

CITY ATTORNEY

By 
Mark S. Richardson (Mar 7, 2023 13:54 MST)

Name: Mark S. Richardsdon

Dated: March 7, 2023

EXHIBIT A
Murray City Application

Salt Lake County
Community Services
TRCC
TRCC 2022 Support Program Application (2023 County budget)
Deadline: 7/6/2022

Murray City Corporation
Murray Mansion/Museum CFSP

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

\$ 758,273.00 Requested

Submitted: 7/6/2022 7:45:15 PM (Pacific)

Project Contact

Katie Lindquist
klindquist@murray.utah.gov
Tel: 8012642638

Additional Contacts

none entered

Murray City Corporation

5025 S State St
Murray, UT 84107
United States

Telephone 8012642638
Fax
Web

Mayor

Brett Hales
bhales@murray.utah.gov

Application Questions [top](#)

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

Project Overview

1. Select the type of support you are applying for

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

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

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

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

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

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

In 2015, Murray City purchased the historic Cahoon Mansion with the intention of turning it into a museum and archive facility. The historic home, now called the Murray Mansion, is an ideal location to house a museum, as it was placed on the National Register of Historic Places in 1983.

The history of Murray can best be told through the stories of the families that have lived here. The Murray City Museum celebrates the heritage of the Murray community by fostering an appreciation for the city's past, promoting understanding of local diversity, and forging connections between residents, past and present.

The Museum preserves, documents, studies, and interprets the history of Murray, including early settlement, community growth, industrial prominence, and modern expansion through exhibits, collections, public programs, and research materials. The museum's collection is largely focused on 1870–1950 and illustrates how Murray moved from an agricultural beginning to a booming smelter town and the creation of today's vibrant city.

The idea of a museum started in the 1970s with the original Murray Arts Council chair, Arlette Day. Arlette organized a community drive in the 1970s to collect museum artifacts and funds, ultimately raising close to \$50,000 for a museum. In 1982, the city provided space for museum displays inside the new (and current) City Hall. There was enough space to display some of the collection, but many of the newly collected artifacts were placed in storage.

In 1985, Mayor Muir asked Arlette Day if she would contribute the \$50,000 to complete the new Murray Park Amphitheater. Arlette agreed with the hope that a museum location would be secured at a later date. Unfortunately finding a home for a permanent museum lost momentum and the artifacts remained in storage.

In 2001, the forgotten museum artifacts were rediscovered in a large storage unit the city had been renting for nearly 20 years. At the same time, a section of the Murray City Hall was vacated and the City allowed the History Board to move the rediscovered artifacts into the empty space.

Funding for the current display came from the city and Environmental Protection Agency mitigation funding the city received when the smokestacks were demolished in 2000. A portion of the funds was used to create a 30-minute video, *Giants on the Skyline*, and to document the smelter and smokestacks in the Murray Museum. The remaining funds are set aside for safely moving the artifacts.

Under the direction of the Cultural Arts Manager, and Murray History Advisory Board chair Jenny Lund, the board created the museum, and policies and procedures for programs and archives.

The museum offers community and education programs to help residents learn more about our community and our history. Each school year, the Cultural Arts Division provides funding for one grade level to come to the museum for a tour. We bring another grade to the Murray Cemetery and hold tours where students hear stories of prominent families that are buried in the cemetery by storytellers dressed in period costumes and they also learn about cemetery etiquette.

The museum will lose its home in Spring 2023 when the new Murray City Hall opens. The current city hall building will be sold. The new home, the Murray Mansion, will allow us to bring all our historic archives and museum exhibits together under one roof. We will have a resource room for patrons to access information.

4. Project Summary

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

The Mansion is the future home of the Murray Museum and archives. Murray City purchased the property in 2015. It is located next to the new Murray City Hall, scheduled to open in spring 2023 and our intent is to open the Mansion to the public at the same time.

In February 2019, The Utah Division of State History sent Steve Cornell, a Historical Architect to write up an overview of the building and we learned that the building requires extensive renovations. In August 2019, we conducted a feasibility study on the facility to give us a clear picture of required renovations and financial projections.

The Murray City Council set aside \$1,000,000 CIP (Capital Improvement Projects) money to begin work on the project. The rehabilitation efforts started pre-covid with the replacement of the roof and rain gutters. In 2021, we refinished the original fir wood floor and restored the building's 33 windows.

As we got further into the project, we discovered that bringing the building up to code required a new ADA-accessible entry and public restrooms. We have a separate contract with a design/build firm for these two projects and we will operate under a Limited Use/Limited Application for code compliance.

We estimate that the total cost for the project will be

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

Museums are the staging grounds of culture. The Murray Museum documents our history and culture for current and future generations. We offer limited programs to connect students to the past through our Museum and Cemetery tours.

Once the Murray Mansion is complete, we will be able to bring all our exhibits, collections, and archives under one roof for the first time. Residents and visitors will be able to easily access our document and photo archives. We will be able to create new educational programs and community events focused on our city's history.

The Mansion sits next to the new City Hall and these two buildings will create a physical cultural center for Murray. These two buildings combined with the future Murray Theater will act as a catalyst for a new innovative and vibrant downtown in an area that has been static for decades.

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

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

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

Since January 2022, the Murray Museum has had 960 visitors, including 586 students. The current exhibits are located in the City Hall building.

The Murray Mansion will open to the public at the same time as the new City Hall, in Spring 2023. We expect to be much busier in the Murray Mansion, as it is more visible and right next door to City Hall. There is a great deal of public interest in the Mansion, and we know people want to visit the space. In addition, we expect high numbers of residents and visitors will come to use the resource room to aid them with their family history.

In addition to the exhibit space, the home has six additional rooms that will feature exhibits based on daily life in different eras. The upstairs of the home will be used for office space and the attic and basement will be used for climate-controlled storage.

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

The Murray City Mansion/Museum project is under the direction of the Cultural Arts Division and the Murray City's History Advisory Board.

Vision Statement:

The Murray City Museum strives to foster the diverse heritage of its founders and encourage continual pride and a sense of identity

Mission Statement:

The Murray City Museum documents, preserves, studies, and interprets the history of Murray, including early settlement, community growth, industrial prominence, and modern expansion through exhibits, collections, and research. We also offer educational opportunities for youth and adults through tours and programming.

Consistent with the Murray City History Advisory Board Ordinance, the purpose of the Murray City History Advisory Board is to advise the Mayor and the Municipal Council regarding City history and historic preservation. The Board will identify, document, preserve, and interpret the City's historic resources to promote awareness, understanding, appreciation, and preservation of the City's heritage and foster community identity and civic pride.

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

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

Murray City elected officials purchased the mansion more than ten years ago with the intent to use the building to house the Murray Museum. The project is supported by the City's elected officials and the community.

The total project budget is \$1,653,646

In 2019, the Murray City Council budgeted \$1,000,000 for the project out of Murray City's capital improvement budget (CIP) funds. Due to the COVID Pandemic, the project was placed on hold. Now that we are able to restart the renovations, the costs have gone up significantly. Murray City approved an additional \$500,000 for the project in the FY23 budget.

The Murray City Finance Department will disperse funds as needed and reimbursements will be sent through their office.

10. Document your ability to raise additional project funds.

We will seek additional funding from our capital improvement budget (CIP) which provides funds for projects that meet the community's strategic and long-term goals and objectives.

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

The Murray Mansion is owned by Murray City. It will be managed by the Cultural Arts Division, which is part of the Murray City Parks and Recreation Department. The Department's annual budget is over \$8 million, and the Murray Mansion maintenance and operating expenses will be factored into that annual budget. Building maintenance will be the responsibility of the Facilities Division and those costs will be absorbed into their budget.

Project Details

12. Please specify type of funding you are requesting

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

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

13. Type of consulting services

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

14. Goals and objectives of consulting services

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

15. Scope of Work, including expected deliverable and timeline

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

16. Payment schedule for the work and expenses.

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

17. What is the site location of your project?

Please provide as specific of location details as possible.

4872 Poplar Street, Murray, Utah 84107

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

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

Murray City purchased the Cahoon House in 2015.

The Cahoon house, built in 1899, is the best example of "high style" architecture in Murray. This style combines the eclectic Victorian influence of the late nineteenth century with the basic rectangular shape and subdued ornamentation that hints at the early twentieth century.

The large brick house sits on a raised sandstone foundation, The brick exterior walls are accented with heavy sandstone lintels and sills and a two-story bowed bay window on the south side. Victorian details include decorative scroll brackets and dentils on the wide eaves and leaded glass windows and transoms, and a heavy paneled front door framed by a transom and sidelights.

The large wrap-around front porch features a wooden balustrade, paired ionic columns on paneled pedestals, and latticework along the base. The interior features twelve-foot-high ceilings, ornate fireplaces, decorative wood baseboards and trim, and wood-paneled hinged and sliding doors. The stairway is lit by a large leaded glass window and features finely turned balusters and paneled newel posts. Other interior features include oval doorknobs, operable transoms, and cast-iron radiators.

The 123-year-old building is still in respectable shape despite several different owners. However, the Murray Mansion requires a good deal of work to update and renovate the space and bring the building up to code.

19. Scope of Work, including expected deliverable and timeline

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

It is imperative we choose historical contractors to hire as it is specialized work. We have begun the work on the remodel and

have finished projects, (roof, rain gutters, window restoration) due to weather concerns. We have recently hired Paulsen Construction for the design-build addition for code compliance including ADA and LULA installation. We will continue with updating the electrical and plumbing as soon as we gather drawings from Paulsen Construction due at the end of July. During August, we will release RFPs for the outside work that will include the stairs and concrete work around the outside of the windows. When all of the windows are finished, we will release RFPs for the interior work that can be finished during colder months. All of the landscaping work will be done in September by our parks department.

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

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

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

The Mansion/Museum will be maintained and operated by Murray City employees. Murray City is committed to providing the necessary staff and funding to maintain and program the building to the high standards that other venues within the city enjoy.

The Murray Cultural Arts Division will continue to oversee the collection and will manage building scheduling and programming. The Cultural Arts Division includes two full-time employees and a part-time employee that will move to a full-time position in FY24. The staff has more than 30 years of experience in managing and programming cultural arts and special events.

Building maintenance will be handled by the Murray Facilities Division. This division employs four full-time employees and several part-time employees. The staff has extensive experience with facilities including general maintenance, HVAC repair and maintenance, electrical systems, and grounds maintenance.

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

The project manager for the mansion remodel is Jeff Martin our facility department manager. He oversees all of the buildings for Murray City and is the project manager for the new City Hall building.

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

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

Please see the uploaded architectural documents.

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

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

At present, the Murray City Museum is located inside Murray City Hall. A new City Hall is being built with an approximate completion date of early spring 2023. Then, the old building will be sold.

The scope of the project interior is as follows as listed in the 2021 FFKR Masterplan estimate inserted into the documents portion of the application:

- Walls, floors, and ceilings - \$352,123
- HVAC - \$26,415
- Electrical - \$16,875

The building envelope done by Entelen Design-Build/FFKR, is also included in the documents portion of the application. Replacing the roof and rain gutters was the priority of the remodel because of the winter weather. The next priority was the reconstruction of the 33 windows of the building. The floors were also refinished, and a total of these expenditures is XXXXXXXX.

Also listed in the master plan is an amphitheater addition which we have decided not to include in the remodel.

The Landscaping will be done in-house by the parks department with funding from their budget. The exterior priorities are:

- Brick repair, lintels, decorative stone trim, sandstone foundation, brick repointing \$275,851
- East Porch - \$71,605
- South Entrance - \$6900
- South Elevation - \$6858

The west porch entry will not be used, and the ADA ramp will be replaced and moved to the north end of the building. A separate design-build is being designed and priced by Paulsen Construction for a LULA (limited use/limited application) for ADA access and extra toilet rooms to adhere to building codes. All of the above items will need to be finished before we can safely move into the building. Landscaping will be done by the parks department with funds from the Parks and Recreation budget.

24. Type of tourism promotion services

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

25. Goals and objectives of tourism promotion services

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

26. Scope of Work, including expected deliverable and timeline

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

27. Payment schedule for the promotional work and expenses

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

Documents [top](#)

Documents Requested *

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

[download template](#)

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

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

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

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

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

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

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

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

TOURISM PROMOTION (REQUIRED): Detailed project budget

Required? Attached Documents *



[TRCC Project Budget Worksheet](#)



[FY2022 Murray Parks Budget](#)

[FY2021 Murray Parks Budget](#)

[FY2020 Murray Parks Budget](#)



[Murray Parks and Rec Master Plan](#)

[Support letter \(1\)](#)

[Mansion Support MK](#)

[Murray Mansion Deed](#)

[Trust Deed with Zions Bank](#)

[Organizational Budget Museum](#)

[Cahoon Mansion Envelope](#)

[Cahoon Mansion Master Plan](#)

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

Application ID: 409136

EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 1,653,646.00
Total Funding Sources	\$ 895,373.00
County Funding Requested	\$ 758,273.00
Projected Surplus/(Deficit)	\$ -

Date: March 2, 2023

Project Name: Murray Mansion/Museum grant

Applicant Name: Lori Edmunds

Contact Name: Lori Edmunds

Contact Email: ledmunds@murray.utah.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 470,413.00	Entelen/FFKR Preliminary Cost Study interior
Consultants/Professional Services	\$ 680,000.00	Paulsen Construction ADA/LULA
Permits/Fees	\$ -	Murray City will waive permit fees
Equipment > \$5,000	\$ -	
Administrative Overhead	\$ -	
Contingency	\$ 142,019.00	Construction and Design
Other	\$ 361,214.00	Entelen/FFKR building envelope
Total Project Budget	\$ 1,653,646.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 895,373.00		\$ 895,373.00	CIP funding FY2022,FY2023
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 895,373.00	\$ -	\$ 895,373.00	