



MURRAY
CITY COUNCIL

Council Meeting August 23, 2022



Murray City Municipal Council

Notice of Meeting

August 23, 2022

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda

5:30 p.m. **Committee of the Whole** – Council Chambers
Kat Martinez conducting

Approval of Minutes

Property Tax Increase Town Hall Meeting – July 13, 2022

Committee of the Whole – July 19, 2022

Discussion Items

1. Discussion on a resolution authorizing the Red Mesa Tapaha Solar Project amended and restated transaction schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems; and related matters. Blaine Haacke (30 minutes)

Adjournment

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

6:30 p.m. **Council Meeting** – Council Chambers
Pam Cotter conducting.

Opening Ceremonies

Call to Order

Pledge of Allegiance

Approval of Minutes

Council Meeting – July 19, 2022

Special Recognition

1. Murray City Council Employee of the Month, Flip Nielson, Parks Lead Worker – Kim Sorensen and Pam Cotter presenting.

Citizen Comments

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

Consent Agenda

Mayor Hales presenting.

1. Consider confirmation of the Mayor's appointment of Sharon Baxter to the Senior Recreation Center Advisory Board for a term from August 2022 to January 2025.
2. Consider confirmation of the Mayor's appointment of Wendy Richart to the History Advisory Board for a term from September 2022 to September 2025.

Public Hearing

Staff, sponsor presentations and public comment will be given prior to Council action on the following matter.

1. Consider a resolution approving the Mid-Valley Active Transportation Plan. Chris Zawislak presenting.

Business Items

1. Consider a resolution authorizing the Red Mesa Tapaha Solar Project amended and restated transaction schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems; and related matters. Blaine Haacke (30 minutes)

Mayor's Report and Questions

Adjournment

NOTICE

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

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

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

On Friday, August 19, 2022, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Committee of the Whole Minutes



**MURRAY MUNICIPAL COUNCIL
TOWN HALL MEETING
PROPERTY TAX INCREASE
Meeting Minutes**

Tuesday, July 13, 2022

Murray City Center

5025 South State Street, Council Chambers, Murray, Utah 84107

Attendance: Council Members and others:

Kat Martinez – Chair	District #1
Diane Turner – Vice Chair	District #4
Pam Cotter	District #2
Rosalba Dominguez	District #3
Garry Hrechkosy	District #5

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
Joey Mittelman	Fire Chief	Brenda Moore	Finance Director
Camron Kollman	IT	Shaun Delliskave	Murray Journal
Nick Haskin	Murray Fire Department	Travis Bodtcher	Murray Fire Department
Jerrik Akina	Murray Fire Department	Athan Bullamis	Murray Fire Department
Kim Sorensen	Parks and Recreation Director		
Residents			

Conducting: Ms. Martinez called the meeting to order at 6:30 p.m.

Welcome and Meeting Overview – Ms. Martinez said the purpose of the meeting was to provide an opportunity to give more information about the proposed property tax increase and allow the public to ask questions. She clarified that the Truth in Taxation meeting would be held on August 9, 2022 where public comments would also be taken.

Property Tax Presentation – Ms. Moore gave a slide show, provided a handout to explain the property tax increase, (See Attachment) and reviewed a pie graph to explain where all GF (General Fund) revenue comes from. She noted that as part of the budget, the City would use \$525,000 in reserves.

Mr. Hrechkosy asked what percentage of sales tax revenue was allocated to the GF in a normal year and noted that sales tax revenue had increased during the pandemic and not decreased as anticipated. Ms. Moore stated the allocation is usually between 40% and 45%. She felt the situation was still volatile and said comparatively, other cities allocate 55% to 60% of property tax revenue to operation costs because they do not have a retail base like Murray. Mr. Hrechkosy concluded the current sales tax revenue amount was normal. Ms. Moore agreed.

Ms. Moore explained expenditures from GF revenue. She noted that approximately 50% of budget spending is for public safety, which is \$16 million or 28% for the Murray Police Department, and \$10 million or 18% for the Murray Fire Department. Money from the GF is allocated for salaries and operations costs only and does not apply to capital items such as vehicles. Other department costs, various spending categories, debt including bonds for the new city hall building, and transfers out were also reported.

Ms. Moore stated that with the use of \$525,000 from reserves, the remaining amount would still be 25% of the budget. This would allow the City to operate for three months if for some reason all income to the City stopped.

She reviewed how property tax is calculated and clarified that just because property values recently increased by 28% on average this year, it was not true that cities would gain more in property tax revenue. She said without a property tax increase, all that happens is that rates are lowered, so the City would get the same amount of income. She compared Citywide taxable property values for calendar years 2020, 2021, and 2022 including new growth; and noted the property tax increase request was for \$1.4 million. She said that the current tax rate of 0.001513 was actually less than the rates for the two previous years. In summary, the City is requesting a 15% property tax increase, home values went up 28% so the rate is actually going down.

Ms. Moore displayed a chart reflecting a 10-year history of property tax rates in Murray. She clarified the request is not to increase the tax rate, but to increase revenue. She noted all entities that receive a portion of property taxes and what amount each entity gets from one dollar. Murray City would receive 16 cents of every dollar. She said if not for the Murray Library, Murray residents would be paying the County Library property tax rate, which is much higher than the Murray City Library who is not asking for a property tax increase. She explained Murray is only asking for a 15% increase on 16 cents that it receives from property taxes.

She reviewed reasons why the property tax increase was necessary and stressed the main reason for the increase was to fund police and fire department salaries and retain employees in a very competitive market. She said Murray would still not be the highest paying municipality for police and fire employees; the request would also give the City a better chance of retaining all valuable employees like water technicians, street staff, engineers, building permits people and other highly skilled employees; and if Murray City does not pay competitively, valuable workers would leave.

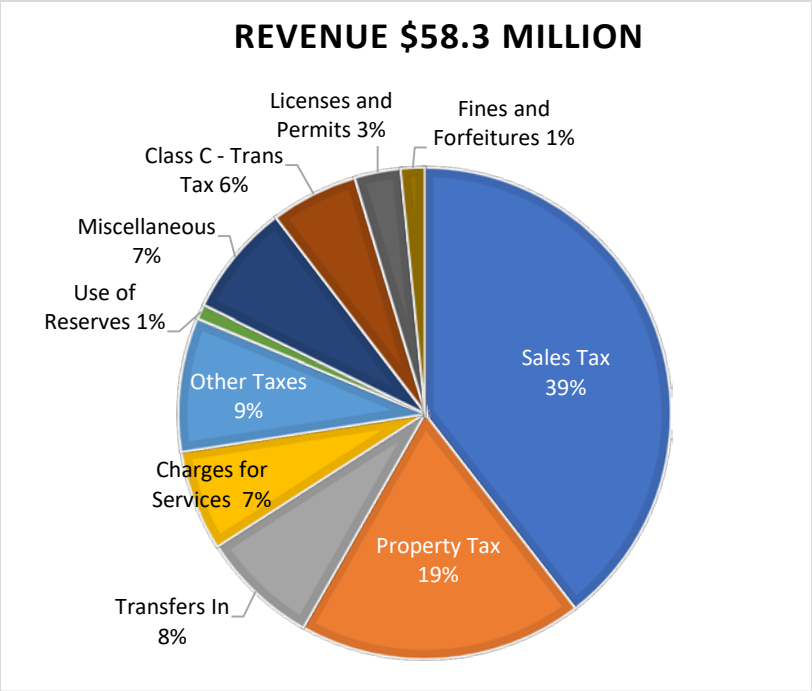
She reported what the increase would cost the average city resident and commercial property owners. She said property tax increases would vary, based on higher property values in comparison with other property types within the City; and that everyone would experience the increase differently.

Citizen Questions – There were no public comments or questions.

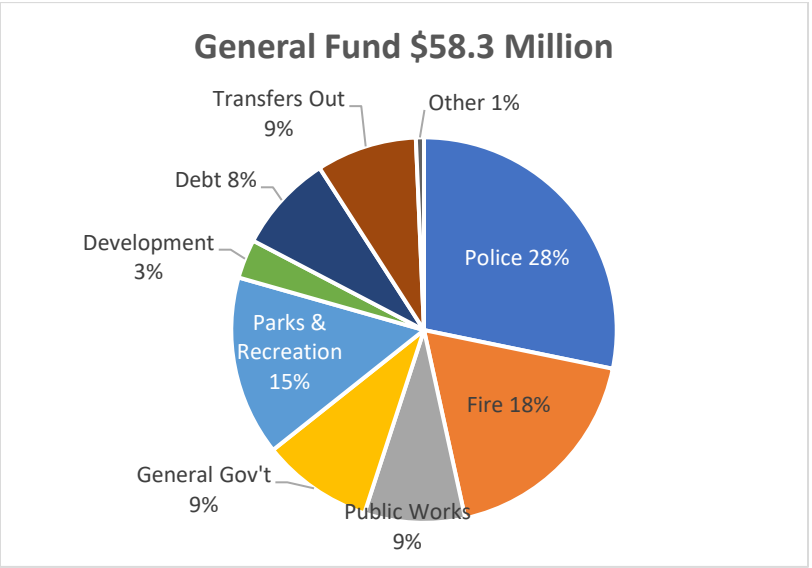
Final Remarks – Ms. Martinez adjourned the meeting at 6:50 p.m.

Pattie Johnson
Council Office Administrator III

WHERE DOES THE MONEY COME FROM?



WHERE DOES THE MONEY GO?



70% of General Fund expenses are for salaries and benefits, 21% are for operational expenses, and 9% are for debt service.

2023 Tentative General Fund Budget

	2022 Budget	2023 Proposed Budget	Percent Change
REVENUE			
Sales Tax	\$ 23,455,000	\$ 24,728,000	5%
Property Tax ¹	9,425,959	10,905,878	15.7%
Other ²	14,060,084	14,772,230	5%
Utility Transfer In	4,289,980	4,495,860	5%
	51,231,023	54,901,968	7%
EXPENSE			
Police	(15,659,169)	(16,469,369)	5%
Fire	(10,343,173)	(10,710,895)	4%
Other Government ³	(10,293,764)	(12,535,688)	22%
Parks & Recreation	(7,986,737)	(8,802,534)	10%
Public Services	(5,378,453)	(4,928,746)	-8%
	(49,661,296)	(53,447,232)	8%

OTHER REVENUE (EXPENSE)

Federal Assistance	1,894,678	2,894,678
Bond Proceeds	6,533,000	-
Transfer to Capital		
Projects ⁴	(14,172,042)	(4,921,678)
Use of Reserves	4,174,637	572,264
	(1,569,727)	(1,454,736)

¹ Includes .7% new growth, 15% tax increase
² Includes other taxes, development fess, charges for services, fines, etc. See revenue chart.
³ Includes general government, development services, courts, and debt. The Increase is due to paying rent for city hall and the first bond payment on a road bond, which will be paid by HB244 receipts from the state of Utah.
⁴ The amount transferred in FY2023 to the CIP fund is the transportation sales tax and ARPA Federal funding.

BESIDES NORMAL OPERATIONS WHAT DOES THE BUDGET CONTAIN?

A few of the Capital Improvement Projects Fund’s approved projects include:

- \$578,000 for Police cars & equipment
- \$1,040,000 for Fire equipment including a new ambulance
- \$5,250,000 for the Murray Theater renovation, with the hope some of the costs are offset by donations.
- \$500,000 to complete the renovation of the Murray Mansion into the Murray Museum.
- \$3,371,000 in street overlays, rebuilds, traffic signal upgrades, and radar speed signs.
- \$1,200,000 for a Parks storage building as the first step to repurposing the old Armory building into an indoor meeting space.

The Murray City enterprise funds (Water, Wastewater, Power, Stormwater, and Solid Waste) continue to invest in their systems as outlined in their master plans.

A copy of the entire Murray City Budget is available at <https://www.murray.utah.gov/148/Annual-Budget>

A public hearing is scheduled for August 9th, 2022 at 6:30 PM, in the council chamber to hear public comments on the proposed tax increase.

You may also contact your Council Member

- District 1: Kat Martinez, 385-743-8766
kat.martinez@murray.utah.gov
- District 2: Pam Cotter, 801-541-8364
pcotter@murray.utah.gov
- District 3: Rosalba Dominguez, 801-330-6232
rosalba.dominguez@murray.utah.gov
- District 4: Diane Turner, 801-635-6382,
diane.turner@murray.utah.gov
- District 5: Garry Hrechkosy, 801-264-2622
ghrechkosy@murray.utah.gov

How are property tax rates determined?

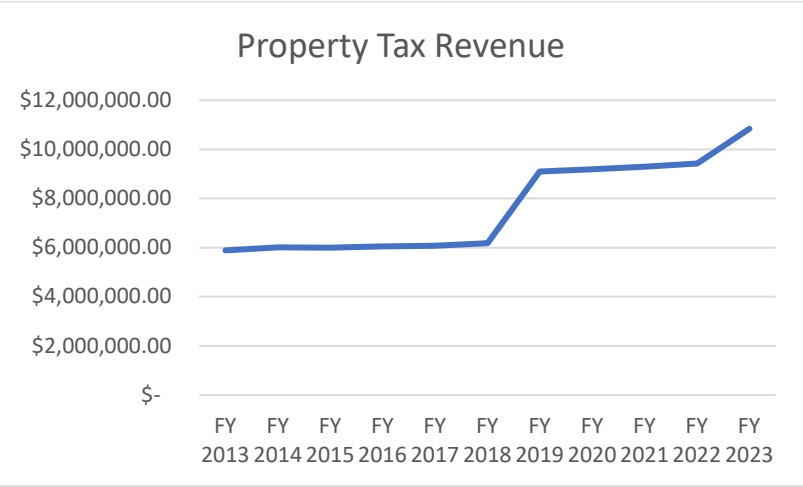
The State of Utah, in order to safe guard property owners from paying increased property taxes when all property values are increasing, implemented a law known as Truth in Taxation. This law guarantees the City the same property tax revenue plus new growth each year. The City may request new revenue by going through Truth in Taxation which includes a public hearing.

How Murray's tax rate is calculated

	Calendar 2020	Calendar 2021	Calendar 2022
Taxable Property Value	\$5,505,201,917	\$ 5,861,914,637	\$ 7,207,277,338
Prior Years Revenue	9,188,763	9,298,286	9,425,959
Properties Added (Growth)	109,523	127,673	66,025
Requested Revenue Increase			1,413,894
Property Tax Revenue	\$ 9,298,286	\$ 9,425,959	\$ 10,905,878
Tax rate	0.001689	0.001608	0.001513

No Truth in Taxation has been held since calendar 2018.
The 2023 rate without the revenue increase would be .001317

Truth in Taxation guarantees the City the same revenue even if property values fall. This makes property tax a stable revenue source.



In FY2019 there was a 46% tax increase. Murray Citizens requested the City do smaller more frequent property tax increases. A 15% property tax increase is proposed for FY2023. This is the first increase since FY2019. The small revenue increases seen in the graph are due to new growth.

How much of your property tax dollar goes to Murray City?


For the tax year 2021 and depending on where you live it was:




Depending on where you live within Murray City for every dollar you pay in property taxes, the City of Murray receives 16 cents or 13 cents. Funds received from property tax paid by residents and commercial property owners cover about 20% of the 2023 proposed budget.

A property tax increase has not been proposed for the Murray City Library. All residents of Salt Lake County pay either their city's library property tax or the county's library property tax.

Unlike commercial property owners who pay taxes on the full value of their property, residents get a discount and only pay taxes on 55% of their property value.


Residential


Commercial

Assessed Value	\$523,000	\$523,000
Taxable Value	\$287,650	\$523,000
MC proposed tax rate	0.001513	0.001513
	\$435	\$791

All cities have different property tax rates based on need. For FY2022 Murray City had the 12th highest out of 17 taxing entities. Other cities are also asking for property tax increases so the City should remain around 12th highest.

Why a Property Tax Increase?

To retain the City's best police officers in September 2021 wages for police officers and master police officers were increased by 15%. In the FY2023 tentative budget in addition to the city-wide COLA, the wages for almost all fire personnel have been increased between 7% to 15%. In the FY2023 budget, an additional police officer has been approved, which brings the officer count back to the 2011 level.

The Public Safety personnel budget for FY2023 is \$2 million higher than the budget for FY2022. The property tax increase will provide funding for 70% of the increase. The remaining 30% and all other budget increases will be funded with increases in other revenue sources and the use of reserves.



MURRAY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE

Meeting Minutes

Tuesday, July 19, 2022
Murray City Center

5025 South State Street, Council Chambers, Murray, Utah 84107

Attendance: Council Members and others:

Kat Martinez – Chair	District #1
Diane Turner – Vice Chair	District #4
Pam Cotter	District #2
Rosalba Dominguez	District #3
Garry Hrechkosy	District #5

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
Brooke Smith	City Recorder	Crystal Brown	Council Office
Tammy Kikuchi	Chief Communications Officer	Jeff Puls	Murray Fire Department
G.L. Critchfield	City Attorney	Craig Burnett	Police Chief
Russ Kakala	Public Works Director	Jaren Hall	CED Director
Kim Sorensen	Parks and Recreation Director	Kim Fong	Library Director
Rob White	IT Director	Loran Pasalich	Murray Chamber of Commerce
Brenda Moore	Finance Director	Camron Killman	IT
Katie Gardner	DITF Member	Residents	

Conducting: Ms. Martinez called the meeting to order at 5:00 p.m.

Approval of Minutes: Committee of the Whole – June 21, 2022 - Ms. Cotter moved to approve. Ms. Turner seconded the motion. All in favor 5-0.

Discussion Items:

- **Recommendations from the DITF (Diversity and Inclusion Task Force)** – Ms. Martinez expressed appreciation for the amount of support given to the DITF. She discussed why equity work matters, how the task force was created, what recommendations came from the task force meetings and what the process could look like moving forward.

She said equity work is about focusing on everyone fairly, noticing who is in need of better access and inclusion, and providing the tools to give that access and inclusion. Providing the same access means seeing who needs more of a certain tool or who needs less of a certain tool. An important part of the Council's work is to change, amend or delete existing code, so it is their job to evaluate code that was adopted years ago. Reanalyzing code allows current officials to focus on proactively changing things

that can be improved upon.

Ms. Martinez noted task force members by name, gave a sampling of the task force population and explained that recommendations were designed to encourage inclusion and discourage prejudices and discrimination. She reviewed how policies should be examined going forward and felt the voices and values of the DITF resulted in two primary recommendations to the City. First, to hire a citywide Equity Director and second, to create an ongoing Equity Advisory Board. Since appointing volunteers to advisory boards and hiring staff is an administrative function and not legislative, the matter would be turned over to Mayor Hales who would make all related decisions. The Council would review and consider the recommendations and draft resolution on August 3, 2022.

- **MCCD (Murray City Center District) MU (Mixed Use) Zone** – Mr. Hall said the MCCD MU was not always comprehensive and provided more understanding about it. Ms. Turner asked what the process was for changing the MCCD Code. Mr. Hall said changing the zone means implementing a text amendment to City Code, which could be extensive depending on the number of changes made.

He said the Council could repeal the entire zone if desired, but that was not advised. He recommended Council Members have a workshop to determine what exact changes they want to make. Staff would present the proposed text amendments to the planning commission for their recommendation that would be returned to the City Council for final adoption.

Mr. Hall clarified that for this discussion he was only reviewing the MCCD MU zone – not to be confused with the other four mixed use zones that Murray allows. He said all MU zones were devised to accomplish different densities in different areas of the City; the other four MU zones are:

- MCMU (Murray Central MU) - Applied to a large areas adjacent to and around the Murray Central TRAX station.
- TOD (Transit Oriented Development) – Applied around the Murray North TRAX station known as Fireclay.
- CMU (Centers MU) – So far, only applied to the Pointe at 53rd Shopping Center on State Street.
- VMU (Village MU) – Has not been applied yet to any properties but is designed to add mixed use elements to areas for less intense density.

The MCCD zone is just under 100 acres and known as traditional “downtown” Murray. Located northeast of the Murray Central TRAX station, it extends further to the west of State Street and only east of State Street to Center Street; extending south to the southeast on Jones Court where the existing City Hall is located. Mr. Hall discussed why mixed-use would be good for the downtown and read the purpose statement for the MCCD that, in summary, is to promote mixed use developments. He explained MU zones are different from traditional zones because they try to promote traditional urban development patterns, by mixing residential with other uses with hopes to lessen the dependency on automobiles.

He reviewed MCCD development standards that control how tall, how dense, how far from the street projects are located; and how much parking should be provided for an MU project which is different from a commercial or residential zone. He reviewed parking requirements, height, required commercial space and setbacks, discussed block lengths, building sustainability, curb side management, landscaping, and amenities.

He said that right now residential densities in the MCCD west of State Street are 100 units per acre; and up to 80 units per acre are allowed east of State Street. Parking requirements are tied to the number of bedrooms provided in a unit.

Ms. Turner led a conversation about parking fees and asked if there was a way to stop developers from charging tenants with the fee. Mr. Hall said yes, City code could be written that way, but it is not something the City should decide. Ms. Turner felt parking fees cause many other parking problems if tenants do not want to pay for parking. Mr. Hall said having no parking fees would disincentivize people to keep cars they do not need. He believed with better access to transit, people would use public transportation more often. Ms. Turner said parking fees are costly for those just trying to find a place to live. Mr. Hall said the function of parking fees was worth looking at. Ms. Cotter noted that rent is often raised to cover reserved parking, so tenants pay for it one way or another. Ms. Turner thought assigned parking stalls would be sufficient rather than charging tenants who live in Murray's MU complexes. Mr. Hall said assigned parking was a possibility, but that would not stop tenants from parking in others' reserved stalls.

Ms. Dominguez led a discussion about constructing a public parking garage in the MCCD. Mr. Hall said the City considered building one in the past. The previous administration had discussions with private developers about it, and current architects of the new city hall are interested in planning for a parking structure. Because the new city hall property includes three large surface parking areas, the Redevelopment Agency could use revenue from the sale of the current city hall property to fund a parking garage that would be located on one of the surface parking lots in the future. Mr. Hall said parking structures are encouraged in all MU developments and he is comfortable with the current MCCD parking requirement that includes bicycle parking. Ms. Dominguez asked if permit parking could be implemented for the Vine apartment project. Mr. Hall said absolutely.

Mr. Hall discussed MCCD building heights where structures can currently be 10 stories high or 135 feet tall. However, if a project is located within 60 feet of a residential area, it can be no taller than 50 feet and if a project is located on Center Street north of Court Avenue a development can be no taller than 35 feet. He noted the current ordinance states that developers cannot build anything less than four stories high on the west side of State Street in the MCCD. This rule does not apply to the east side of State Street.

The MCCD commercial requirement was reviewed where commercial space is required on a main floor, with a depth of 40 feet, in all projects that front principal streets like Vine, 4800 South, Hanauer Street, Box Elder and State Street.

Mayor Hales led a conversation about MU projects that were thought to be the way of the future by locating businesses on the ground floor of high-density housing. He felt the concept was not successful because most existing commercial spaces remain vacant. Mr. Hall agreed the bottom floor commercial component is not used as much as they had hoped. He said money made from renting residential units subsidizes the lower portion where rent costs are very high. Ms. Dominguez suggested implementing programs to help fill those spaces. Mr. Hall said that may be a possibility in the future. Mr. Hrechkosy expressed disappointment when he saw many vacant commercial spaces in Fireclay and asked about required deadlines to fill those leased areas. Mr. Hall was uncertain about

legally forcing developers to commit to keeping business spaces full. He was willing to look into creating opportunities and finding ways to entice businesses to locate to MU ground floor spaces. Ms. Turner felt going after businesses aggressively would help and requested a more active relationship with the Murray Chamber of Commerce who might be able to provide ideas for getting businesses into MU developments. Ms. Cotter noted vacant commercial space at Murray Crossings and asked if they could be renovated as residential. Mr. Hall said those spaces were designed for commercial use and they could not be repurposed for residential. Mayor Hales said that developers make enough money from renting residential units that they do not have to lease out commercial space right away. Mr. Hall said the hope is for those commercial spaces to become more desirable over time and there are other ways to design mixed-use.

Mr. Hall said based on concerns of the Council, changes should be made to the MCCD MU zone. Zones should be developed in a way that everyone wants to see. MU projects only become neighborhoods when they include places for everyone to visit. He reviewed MCCD public space and access improvements like sidewalks, street furniture, trees, plazas, courtyards, outdoor dining and building design. He noted that setbacks would emphasize more public space. Ms. Turner asked about requiring zero-scaping at MU projects. Mr. Hall said the change could be easily made.

Mr. Hall reviewed the MCCD development process where all new developments in the MCCD require a review by the design review committee, which the body who looks at the proposals before the planning commission review. The design review committee makes a recommendation to the planning commission for the design review approval. If granted by the planning commission, recommendations are forwarded to the City Council.

Adjournment: 6:26 p.m.

Pattie Johnson
Council Office Administrator III



MURRAY
CITY COUNCIL

Discussion Item



Power Department
Red Mesa Tapaha Solar Power
Discussion

Murray

Council Action Request Form

Committee of the Whole

August 23, 2022

Department Director: Blaine Haacke	<u>Purpose of the Proposal</u> Discussion of the Red Mesa Tapaha Solar Project in preparation for the Resolution adoption in Council meeting to follow.
Phone # 801-264-2728	<u>Action Requested</u> Discussion concerning the NTUA solar project
Presenter: Blaine Haacke	<u>Attachments</u> 1-Power Department memo 2-UAMPS talking points 3-Resolution authorizing execution of amended transaction schedule 4- Red Mesa Tapaha Solar Firm Power Supply Agreement Amended and restated Transaction Schedule
Required Time for Presentation: 20 minutes	<u>Budget Impact</u> Solar Cost will be \$37/mwh for 25 years.
Is this time sensitive? Yes	<u>Description of this item</u> In the COW, the intent is to introduce and detail the proposal to the contract for large- scale solar energy from the 4 corners area. This “green” resource will supplement the city’s resource portfolio of coal, hydro, gas turbines, landfill methane, and market energy. The Council will be asked in the Council meeting that follows on August 23, 2022 to adopt a resolution authorizing the city to enter into a 25-year Power Purchase Agreement.
Mayor’s Approval:	
Date: August 16, 2022	

Memorandum



TO: Murray Municipal Council

FROM: Blaine Haacke

DATE: August 15, 2022

SUBJECT: Power Department general introduction of the Red Mesa Tapaha large scale solar project

On August 23, 2022, in the Municipal Council meeting, the Power Department will be asking the Council to adopt a resolution authorizing an agreement with the Navajo Tribal Utility Authority (NTUA) for energy to be received from the Red Mesa Tapaha Solar project. This agreement will bring solar energy into the city on a 25-year agreement at a set price for the life of the project.

A little history and background will be needed for the Council to make a wise and informed decision on this agreement. Back in January 2019, Murray City submitted a solicitation of interest to UAMPS in the NTUA solar project. At that time, the City indicated a 5,000 kw interest (7.5758%) in the 66 mW project.

In August of that year, 2019, the Council adopted a resolution authorizing the city to enter into a long-term agreement with the NTUA. On September 9th of that year, Mayor Camp signed that Power Supply Agreement. Everything was in order and set for an initial commercial operation date of mid-year 2022. The pricing mechanism for that project commenced with a base of \$23.15/mwh in Year One with a 2% sliding escalator annually for the 25-year period. The average cost of power over the 25-year agreement would be around \$29-30/mwh.

So, at that time, Murray and other UAMPS participants entered into the agreement with the NTUA for energy to be constructed and produced in the Four Corners area. Preliminary design and engineering was being performed. June 2022 was the goal for initial commercial operation. However, due to Covid-19 labor, transportation, supply chain and photovoltaic issues, from both overseas and domestically, and increased costs along the entire construction line, the project was brought to a halt. NTUA began to question the feasibility of the project.

NTUA approached UAMPS about the possibility of re-negotiating the agreement. At first UAMPS balked at the request. NTUA decided to exercise a force majeure clause because of the labor and supply chain issues that they claimed were beyond their control. NTUA felt it couldn't perform as outlined. After months of back-and-forth inquiry, UAMPS realized that the best alternative would be to re-open and re-negotiate the NTUA 2019 agreement.

Several factors came into play in reaching this decision. These factors will be detailed in the August 23 COW and Council meeting, but they include the higher present cost of building a renewable project and the formidable and lengthy permitting process for a large-scale solar project.

A few weeks ago, the UAMPS Board of Directors approved the adoption of a new NTUA Tapaha Red Mesa agreement. This action will require Council involvement by all of the participating cities, like Murray, to ratify, modify and /or amend the transaction schedule and power supply agreement. This action will be asked of the Murray Council in the regular council meeting on August 23, 2022. Power staff will detail this administrative process including the introduction of the new price of \$37/mwh set price for the 25-year contract life.

Power Department staff is requesting that the Council adopt the Resolution that is included in this packet allowing the city to enter into a new, revised power supply agreement. Power staff will discuss this in detail in both the COW and the Council Meeting on August 23, 2022. Because of a tight time, constraint with UAMPS, we would like to present this discussion and adopt it the same evening. We look forward to your comments and questions on August 23.

The City Attorney Office has reviewed the Resolution and the Firm Power Supply Agreement, and they are prepared to make comments to it if the Council needs additional information.



Red Mesa Tapaha Solar Resource Talking Points for UAMPS Participants' Governing Bodies

What is the resource? The Red Mesa Tapaha Solar Resource will be a 66 MW solar photovoltaic generation facility to be located on Navajo Nation reservation in southeastern Utah. The facility is scheduled to become operational in March 2023.

How is UAMPS contracting for the resource? UAMPS is entering into a power purchase agreement with Navajo Tribal Utility Authority Generation-Utah, LLC, a subsidiary of Navajo Tribal Utility Authority ("NTUA") on behalf of UAMPS members electing to participate in this project. UAMPS is utilizing the Master Firm Supply Agreement with a specific transaction schedule for the Red Mesa Tapaha Solar Resource as the agreement with its members participating in this project.

What is the term of the arrangement? The PPA between NTUA Generation and UAMPS provides for the delivery of solar energy for twenty-five years once the project comes online (March 2023).

What is NTUA's development experience? NTUA has developed and brought online two utility scale solar projects within the last three years on the Navajo Nation and is in the process of developing additional solar resources on and off the Navajo Nation reservation. NTUA will use a significant amount of its proceeds from the proposed project to support electrification on the Navajo Nation, such as with its Light Up Navajo! Initiative.

What happens if the project does not come online as expected? NTUA Generation will provide development security to protect UAMPS from delays in the project coming online or the failure of the project to ultimately become operational.

Supply chain constraints have slowed deliveries for new solar projects. The industry has seen many projects delayed or cancelled as a result of this challenging environment.¹ To accommodate these challenges, the commercial operation date for Red Mesa Tapaha Solar which was initially planned for June 2022, has been pushed to March 2023.

Recently, NTUA has been sending updates on construction progress, and shipping for solar panels and inverters. Per contract terms, NTUA will be providing regular updates from now until the commercial operation date.

What is the pricing? The pricing is \$37.00/MWH and has no escalation. This pricing includes renewable energy credits.

¹ Bloomberg: "NextEra Says Tariff Probe May Slow Solar, Storage Projects."

<https://www.bloomberg.com/news/articles/2022-04-21/nextera-says-tariff-probe-may-delay-some-solar-storage-projects>

Reuters: "U.S. solar industry warns of slowdown due to supply chain disruptions, tariff uncertainty."

<https://www.reuters.com/world/us/us-solar-industry-warns-slowdown-due-supply-chain-disruptions-tariff-uncertainty-2022-04-28/>

What protections are in the Amended and Restated PPA for Red Mesa Tapaha for non-performance? The development security and delay damages amounts were increased in the Amended and Restated PPA by approximately 30%. Additionally, NTUA has increased the contractual Net Annual Deliveries by 4.7%. NTUA is responsible to pay liquidated damages if the Net Annual Delivery Quantity is not delivered.

What guarantee do we have that the Amended and Restated PPA's price per MWh will not increase again?

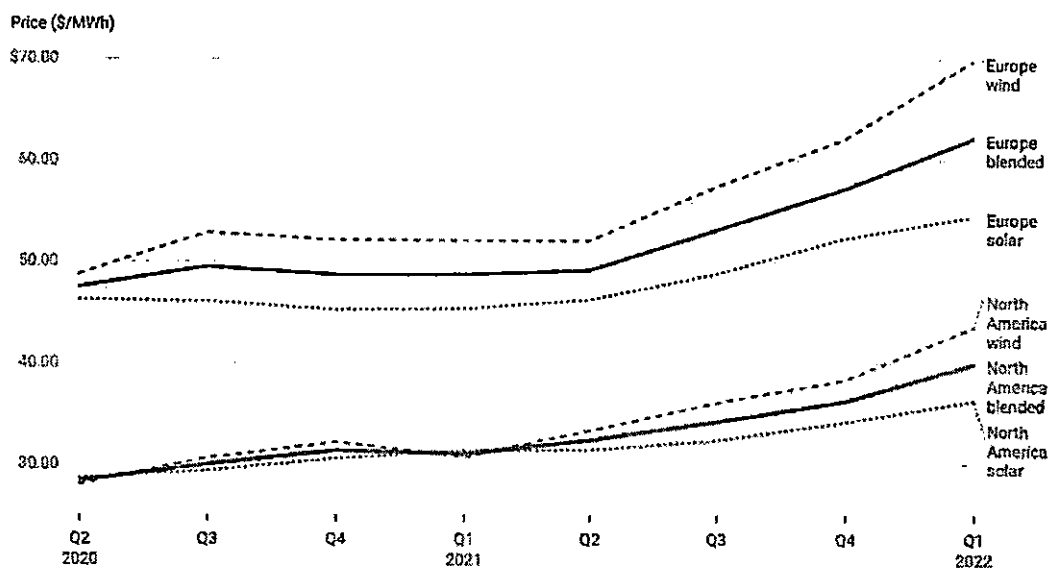
The Contract Price in the Amended and Restated PPA includes language that states, "In no event shall the Contract Price be increased for any reason, including Excused Delay or Force Majeure."

What would happen if a participant does not approve the Amended and Restated Transaction Schedule? UAMPS would solicit interest from other UAMPS members willing to pick up any available output from the Red Mesa Tapaha Solar Resource.

If the terms and conditions were not met in the original PPA, why did UAMPS not terminate the project?

NTUA identified a Force Majeure claim, pushing out the commercial operation date. UAMPS had the option of litigating the Force Majeure claim, but it would have been an uphill battle. Additionally, NTUA identified that the project was no longer financeable at the original PPA Contract Price. As a result of the requested change in Contract Price, UAMPS had the option of identifying an anticipatory breach of contract and walking away from the contract with the development security (subject to possible litigation). However, any alternative solar PPA would be at an increased price with an online date of approximately five years due to transmission restrictions and equipment availability. (See the below graph showing PPA index value for North American Solar in Q1 2022 at \$36.31/MWh with an increasing price trajectory.)

LevelTen's PPA Price Index



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RED MESA TAPAHA SOLAR PROJECT AMENDED AND RESTATED TRANSACTION SCHEDULE UNDER THE POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

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

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

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

WHEREAS, UAMPS has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt (MW) solar photovoltaic generation facility to be located on the Navajo Nation, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Navajo Generation LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Red Mesa Tapaha Amended and Restated Transaction Schedule ("*Transaction Schedule*") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Red Mesa Tapaha Amended and Restated Transaction Schedule. The Amended and Restated Transaction Schedule, in substantially the form presented at the meeting at which this Resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Amended and Restated Transaction Schedule on behalf of the Member. Promptly upon its execution, the Amended and Restated Transaction Schedule shall be filed in the official records of the Member.

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

Section 3. Miscellaneous; Effective Date.

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

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Kat Martinez, Chair

ATTEST:

Brooke Smith, City Recorder

EXHIBIT A
RED MESA TAPAHA SOLAR AMENDED AND RESTATED TRANSACTION SCHEDULE

**RED MESA TAPAHA SOLAR
FIRM POWER SUPPLY AGREEMENT
AMENDED AND RESTED TRANSACTION SCHEDULE**

This Amended and Restated Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Amended and Restated Transaction Schedule are signatories provide for the following transactions. The Parties to this Amended and Restated Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Murray City

ENTITLEMENT SHARE: 7.5758%

SUPPLIER: NTUA Generation – Utah, LLC (the “Red Mesa Tapaha Solar Project”)

EFFECTIVE DATE: The Amended and Restated Power Purchase Agreement by and between UAMPS and NGI Generation-Utah, LLC for the Red Mesa Tapaha Solar Resource (the “Amended and Restated PPA”) was executed on July 27, 2022. The Amended and Restated PPA becomes effective upon UAMPS obtaining member governing body approvals which UAMPS anticipates satisfying within 90 days. The Scheduled Commercial Operation Date (“COD”) is March 15, 2023. The COD may not occur earlier than April 1, 2022 but not later than September 15, 2023.

TERM: A 25-year delivery term commencing on COD. The Amended and Restated PPA will become effective upon UAMPS satisfying the condition precedent identified above.

AMOUNT: 5,000 kW and associated Environmental Attributes

PRICE: \$37.00/MWh

**OTHER
PROVISIONS:**

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the Amended and Restated PPA and will delivery to the Purchaser its Entitlement Share of the Red Mesa Tapaha Solar Resource. The Red Mesa Tapaha Solar Resource is to be constructed as a 66 MW from solar photovoltaic generation facility located on the Navajo Reservation.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

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

Buyout Options: Under the Amended and Restated PPA, UAMPS has the ability to buy the Red Mesa Tapaha Solar Resource from NGI at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Red Mesa Tapaha Solar Resource.

Other: Any costs incurred by UAMPS due solely to this Amended and Restated Transaction Schedule, including but not limited to Amended and Restated PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Amended and Restated Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2022.

MURRAY CITY

By: _____

Title: _____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____

RESOLUTION NO. 19-37

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS AND THE RED MESA TAPAHHA SOLAR PROJECT TRANSACTION SCHEDULE UNDER SUCH POWER SUPPLY AGREEMENT; AND RELATED MATTERS.

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

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

WHEREAS, firm transactions may be advantageously utilized by the Member to manage costs of acquiring bulk supplies of electric power and energy to meet the requirements of the consumers served by the System and UAMPS has offered to enter into a Master Firm Power Supply Agreement attached hereto as Exhibit A (the "*Power Supply Agreement*") with the Member pursuant to which UAMPS and the Member may from time to time enter into various firm transactions for the purchase and sale of firm supplies of electric power and energy; and

WHEREAS, UAMPS has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt (MW) solar photovoltaic generation facility to be located on the Navajo Nation, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Navajo Generation LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Power Supply Agreement and to delegate authority to the Member's Representative to UAMPS (the "*Member Representative*") to enter into firm power supply transactions from time to time with UAMPS thereunder as well as the Red Mesa Tapaha Solar Transaction Schedule attached hereto as Exhibit B ("*Transaction Schedule*"), subject to the parameters set forth in this Resolution.

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

Section 1. Execution, Delivery and Filing of the Power Supply Agreement. The Power Supply Agreement, in substantially the form attached as Exhibit A , is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Supply Agreement on behalf of the Member, and the City Recorder is hereby authorized, empowered and directed to attest, countersign and affix the corporate seal of the Member to the Power Supply Agreement, with such changes to the Power Supply Agreement from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Power Supply Agreement shall be filed in the official records of the Member.

Section 2. Authorization of Red Mesa Tapaha Transaction Schedule; Authorization of Transactions and Transaction Schedules. (a) The Transaction Schedule, in substantially the form attached as Exhibit B , is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

(b) In addition, the Member Representative is hereby authorized to enter into one or more Transactions with UAMPS pursuant to the provisions of the Power Supply Agreement and to execute on behalf of the Member one or more Transaction Schedules reflecting such Transactions. This authorization shall extend to all Transactions which, in the aggregate,

(i) provide a quantity of electric power energy that does not exceed the Member's anticipated requirements for the period covered by the Transaction or Transactions (such anticipated requirements being as determined by the Member Representative based upon the operating history of the System) and

(ii) are reasonably anticipated to require payments by the Member in each year not exceeding the budgeted power supply costs of the System for the fiscal year in which such Transaction or Transactions are entered into by the Member. All other Transactions shall require the prior approval of the UAMPS Board.

Section 3. Other Actions with Respect to the Joint Action Agreement. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Power Supply Agreement and the performance thereof.

Section 4. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 27th day of August, 2019.

MURRAY CITY MUNICIPAL COUNCIL


Dave Nicponski, Chair

ATTEST:



Jennifer Kennedy, City Recorder



EXHIBIT A

Power Supply Agreement



MASTER FIRM POWER SUPPLY AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
MURRAY CITY

This Master Firm Power Supply Agreement (this "Agreement"), is made and entered into as of July 1, 2018, between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("UAMPS"), and Murray City, a political subdivision of the State of Utah and a member of UAMPS (the "Purchaser"). UAMPS and the Purchaser are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS:

UAMPS has been organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act") and the Utah Associated Municipal Power Systems Agreement for Joint and Cooperative Action, as amended and restated from time to time (the "Joint Action Agreement"), for the certain purposes, including acquiring reliable and economic supplies of electric power and energy for the benefit of the public agencies that are the parties to the Joint Action Agreement (the "Members"); and

UAMPS and the Purchaser desire to enter into this Agreement to set forth the terms and conditions upon which UAMPS will sell and the Purchaser will purchase firm power and energy from certain sources as provided herein.

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1 – DEFINITIONS AND CONSTRUCTION

1.1 Capitalized terms used in this Agreement shall have the meanings assigned to such terms herein and the following terms shall have the following meanings:

"Board" means the Board of Directors of UAMPS.

"Entitlement Share" means, with respect to each Transaction, the percentage obtained by dividing the electric capacity sold to the Purchaser hereunder (as listed on the applicable Transaction Confirmation) by the total electric capacity purchased by UAMPS under the related Firm Agreement.

"Firm Agreement" means an agreement entered into by UAMPS pursuant to this Agreement for the purchase of firm supplies of electric power and energy.

"Point of Delivery" means the point of delivery of all power and energy delivered to Purchaser by UAMPS under this Agreement, which point shall be the same as the point of delivery under the Transmission Agreement.

"Pooling Agreement" means the Power Pooling Agreement between UAMPS and the Purchaser including all appendices and schedules attached thereto, as supplemented and amended from time to time.

"Transaction" means a firm power purchase and sale transaction between UAMPS and the Purchaser pursuant to this Agreement, as set forth on a Transaction Schedule.

"Transaction Schedule" means a written schedule setting forth the specific terms of a Transaction, in substantially the form attached hereto as Exhibit 1.

"Transmission Agreement" means any transmission agreement or tariff utilized by UAMPS for the transmission of power and energy from UAMPS' point of receipt under a Firm Agreement to the Purchaser's Point of Delivery.

1.2 The words "hereunder," "herein," "hereto" and similar words refer to this Agreement and references to Sections refer to the Sections of this Agreement.

1.3 This Agreement is entered into pursuant to the authority contained in the Act and in furtherance of the provisions of the Joint Action Agreement. This Agreement shall be construed in accordance with the provisions of the Act and the laws of the State of Utah.

SECTION 2 – TERM AND TERMINATION

2.1 This Agreement shall be effective on and as of the date first written above and, subject to the provisions of Section 2.3, the purchase and sale obligations of the Parties hereunder shall remain in full force and effect through the latest of (1) the date of the termination of the Joint Action Agreement, (2) ninety (90) days following notice of an election by either party to terminate this Agreement as provided in Section 2.2, and (3) March 31, 2049.

2.2 So long as no Transaction Schedule is then in effect, either Party may terminate its purchase or sale obligations under this Agreement by giving at least 90 days' written notice to the other Party of its election to terminate this Agreement.

2.3 Upon the expiration or termination of purchase and sale obligations of the Parties under this Agreement, this Agreement shall remain in effect for a period of 90 days for the limited purpose of any necessary winding-up arrangements, including the payment of any amounts owed to UAMPS by the Purchaser for services previously rendered hereunder.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants to the other Party that (1) it possesses all legal power and authority necessary on its part to enter into this Agreement and each Transaction Schedule and to perform its obligations hereunder and thereunder, and (2) this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. Upon the request of the other Party, each Party agrees that it will provide such certificates and legal opinions as may be reasonably necessary to confirm the foregoing representations and warranties with respect to any Transaction

SECTION 4 – INITIAL TRANSACTION; FORMATION OF ADDITIONAL TRANSACTIONS

4.1 UAMPS has previously entered into (1) an Agreement for Supply of Power and Energy dated as of February 10, 1988 (the "Idaho Power Agreement") with the Idaho Power Company ("IPC") providing for the purchase of firm power and energy by UAMPS, and (2) Idaho Power Supply Agreements (the "Idaho Supply Agreements") with certain of the Members providing for the sale by UAMPS of all of the power and energy purchased by it under the Idaho Power Agreement. UAMPS is now engaged in negotiations with IPC regarding the terms of future firm power and energy purchases from IPC under the Idaho Power Agreement.

4.2 In the event that the Purchaser is one of the Members that has previously entered into an Idaho Supply Agreement with UAMPS, (1) the Idaho Power Agreement, as amended or supplemented as a result of such negotiations, shall constitute a Firm Agreement under this Agreement and (2) this Agreement and Transaction Schedule IPC shall be attached hereto, from and after the effective date thereof, supersede and replace in all respects the Idaho Supply Agreement between the Parties.

4.3 During the term of this Agreement, UAMPS will monitor the Members' requirements for firm supplies of power and energy and will seek to identify prospective suppliers for such requirements. UAMPS will from time to time notify the Purchaser, all other Members that have entered into firm power supply agreements comparable to this Agreement

and the appropriate committee of the Board of potential firm power supply transactions. Upon the request of the Purchaser, UAMPS will use its best efforts to negotiate and enter into additional Firm Agreements for the benefit of the Purchaser and any other requesting Members of UAMPS. Prior to the effective date of any additional Firm Agreement, UAMPS will provide to the Purchaser and to any other requesting Members the proposed terms of the Firm Agreement and Transaction Schedule, together with such additional information as UAMPS shall deem necessary or desirable.

4.4 This Agreement and each Transaction Schedule entered into by the Parties hereunder shall be read and construed as a single instrument governing a particular Transaction. In the event of any discrepancy between the provisions of this Agreement and of any Transaction Schedule, the provisions of the Transaction Schedule shall control.

SECTION 5 – PURCHASE AND SALE OF CAPACITY AND ENERGY

5.1 UAMPS shall use its best efforts to schedule for the account of the Purchaser the total capacity and associated energy from each Transaction and will use its best efforts to cause such capacity and energy to be delivered to the Purchaser at the Point of Delivery pursuant to the Transmission Agreement. The Purchaser agrees that UAMPS shall have no obligation to provide power and energy to the Purchaser under this Agreement if UAMPS is prevented from providing power and energy due to a failure to perform by the other party to a Firm Agreement, the lack of available transmission capacity or other forces beyond the control of UAMPS.

5.2 In the event that UAMPS is unable for any reason to schedule the full amount of capacity and associated energy under any Firm Agreement (whether as a result of a failure to perform by the other party under the Firm Agreement, interruptions in transmission under the Transmission Agreement or otherwise), UAMPS shall schedule for the account of the Purchaser the amount of capacity equal to the product of the Purchaser's Entitlement Share and the amount of capacity actually available to UAMPS under the affected Firm Agreement.

5.3 The Purchaser shall take and pay for all capacity and energy scheduled for its account by UAMPS pursuant to this Agreement.

SECTION 6 – OPERATING AND SCHEDULING PROCEDURES

6.1 UAMPS shall schedule all power and energy under this Agreement in accordance with its operating and scheduling procedures as approved by the Board and in effect from time to time. UAMPS shall use its best efforts to ensure that such operating and scheduling procedures, to the extent practicable, promote the efficient and economic utilization of all power and energy from each Firm Agreement for the benefit of all of the Members that have entered into a related Transaction. UAMPS shall provide timely written notice to the Purchaser of any changes in the operating and scheduling procedures.

6.2 All power and energy available to the Purchaser as a result of any Transaction shall be assigned to the UAMPS Pool Project pursuant to the Pooling Agreement.

SECTION 7 - AMOUNTS TO BE PAID BY PURCHASER

7.1 The Purchaser shall pay UAMPS for all power and energy scheduled with respect to each Transaction under this Agreement an amount equal to the sum of (1) the charges for all capacity and energy, as set forth on the applicable Transaction Schedule, scheduled for the Purchaser by UAMPS, (2) the charges for transmission of such power and energy to the Point of Delivery under the terms of the Transmission Agreement, pursuant to such methodology as shall be approved from time to time by the Board, and (3) the product of the Purchaser's Entitlement Share and such other costs and expenses of UAMPS related to a Firm Agreement, the Transmission Agreement or otherwise, as determined from time to time by the Board.

7.2 All expenses charged to or incurred by UAMPS as a result of the specific Firm Agreement, the Transmission Agreement, or any other costs, administration or otherwise, which are not satisfied by the revenue under Section 7.1 above, shall be billed to the Purchaser by multiplying such unsatisfied expenses by the Purchaser's Entitlement Share for the applicable Transaction.

7.3 The amount of power and energy purchased by the Purchaser under Section 7.1 shall be determined in accordance with UAMPS' operating and scheduling procedures, as approved by the Board and in effect from time to time.

7.4 The Purchaser shall notify UAMPS in writing of its order and priority of resources and of any changes thereto. UAMPS shall have the right to verify such resources and shall notify Purchaser of each verification or denial of a resource as soon as possible.

SECTION 8 - PAYMENTS AND SETTLEMENTS

8.1 Amounts owed by the Purchaser to UAMPS in respect of each Transaction shall be billed to the Purchaser and shall be payable by the Purchaser at the times and in the manner provided in UAMPS' prevailing billing procedures and billing period. Such billing procedures and billing period may be changed from time to time by the Board. The initial billing period under this Agreement shall be a calendar month and for so long as such billing period is in effect, (1) all payments due UAMPS hereunder shall be billed to the Purchaser by the 25th day of the month following the billing period, and (2) all payments shall be due and payable at UAMPS office by the 15th day of the following month.

8.2 If payment in full of an amount due from the Purchaser pursuant to this Agreement is not made on or before the close of business on the due date of such payment, a

delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Purchaser. If said due date is Saturday, Sunday or a legal holiday in the State of Utah, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

8.3 In the event of any dispute as to any portion of any amount due from the Purchaser to UAMPS pursuant to this Agreement, the Purchaser shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such bill was submitted. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Board shall give consideration to such dispute and shall advise the Purchaser with regard to its position relative thereto within forty (40) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount paid shall be accounted for on the statement next submitted to the Purchaser after such determination.

8.4 All payments made by the Purchaser pursuant to this Agreement shall constitute a cost of purchased electric capacity and energy and an operating and maintenance expense of its electric system and UAMPS shall be entitled, in the event of any non-payment by the Purchaser of any amounts due under this Agreement, to all of the rights and remedies of any other unpaid supplier of goods and services for use in the operation and maintenance of the Purchaser's electric system.

8.5 The obligation of the Purchaser to make the payments provided for in this Agreement shall be limited to the revenues and available reserves of the electric system of the Purchaser. In no event shall the payment obligations of the Purchaser under this Agreement be deemed to constitute an indebtedness or liability of the Purchaser within the meaning of any applicable constitutional or statutory limitation or restriction and the Purchaser shall not be obligated to levy any taxes, general or special, for the purpose of paying to UAMPS, or to any assignee of UAMPS, any sum due under this Agreement.

SECTION 9 – GENERAL PROVISIONS

9.1 Either Party shall have the right, at all reasonable times, to review and audit the books, records and documents of the other Party, directly pertaining to the billings and power delivery data required to administer this Agreement. Information obtained by either Party's representatives in examining the other Party's applicable records to verify such billings and power delivery data shall not be disclosed to third parties without prior written consent of the audited Party.

9.2 UAMPS hereby classifies this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto, as "protected records" within the meaning of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated 1953, as amended ("GRAMA"), and its policies thereunder. Such classification is based upon, among other things, the provisions of Section 63-2-304(3) and (4), Utah Code Annotated 1953, as amended, and the immediate and substantial financial and commercial harm that would be suffered by UAMPS as a result of the disclosure of such information to actual or potential competitors. The Purchaser agrees that this Agreement, each Firm Agreement and each Transaction Schedule, and all books, records and data relating hereto contain sensitive commercial information, the disclosure of which to actual or potential competitors will cause immediate and substantial financial and commercial harm to the UAMPS and the Purchaser, but has not classified this Agreement or any of the documents and records relating to this Agreement as a "protected record" under GRAMA. The Purchaser agrees that it will use its best efforts, to the extent permitted by GRAMA, to avoid disclosing to any person the commercial information contained in this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto. In the event that the Purchaser receives a request for disclosure of the material described in this section, the Purchaser agrees that it shall use its best efforts to immediately notify UAMPS and afford UAMPS the opportunity to contest any disclosure of the same.

9.3 A waiver at any time by a Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

9.4 Any notice or demand by the Purchaser to UAMPS under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to UAMPS at its principal office or if telecopied to UAMPS with receipt confirmed, followed by a written copy of such notice or demand mailed to UAMPS postage prepaid; any notice or demand by UAMPS to the Purchaser under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to the Purchaser's Representative at his address on file with UAMPS or if telecopied to the Purchaser's Representative with receipt confirmed, followed by a written copy of such notice or demand mailed to the Purchaser's Representative postage prepaid. The designations of the name and the address to which any such notice or demand is directed above may be changed from time to time by either Party by giving written notice as provided above.

9.5 The Purchaser may not assign or transfer this Agreement or its any of its rights hereunder, nor may it sell, assign or dispose of all or any portion of its Entitlement Share without first obtaining the written approval of UAMPS.

9.6 This Agreement shall not be construed to require either Party to provide or purchase power and energy from any other agreement, other than this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers as of the date first above written.

**UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS**

By: _____
Chairman

[SEAL]

COUNTERSIGN AND ATTEST:

Secretary

MURRAY CITY

By: _____
Mayor

[SEAL]

COUNTERSIGN AND ATTEST:

City Recorder

EXHIBIT 1

FORM OF TRANSACTION SCHEDULE

Firm Agreement:	_____
Effective Date:	_____
Term:	_____
Type of Delivery:	Firm Capacity and Energy
Total Capacity and Energy:	
Price:	\$_____/MW; \$_____/MWh
Purchaser's Entitlement Share:	_____

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By _____

[PURCHASER]

By _____

EXHIBIT B

The Transaction Schedule

**RED MESA TAPAHÁ SOLAR
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Murray City

ENTITLEMENT SHARE: 7.5758%

SUPPLIER: NTUA Generation – Utah, LLC (the “Red Mesa Tapaha Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and NGI Generation-Utah, LLC for the Red Mesa Tapaha Solar Resource (the “PPA”) was executed on July 17, 2019. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions by the end of September 2019. The Scheduled Commercial Operation Date (“COD”) is June 1, 2022. The COD may not occur earlier than April 1, 2022 but not later than December 1, 2022.

TERM: A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.

AMOUNT: 5,000 kW and associated Environmental Attributes

PRICE: \$23.15/MWH with an annual 2% escalator.

OTHER
PROVISIONS:

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Red Mesa Tapaha Solar Resource. The Red Mesa Tapaha Solar Resource is to be constructed as a 66 MW from solar photovoltaic generation facility located on the Navajo Reservation.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

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

Buyout Options: Under the PPA, UAMPS has the ability to buy the Red Mesa Tapaha Solar Resource from NGI at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Red Mesa Tapaha Solar Resource.

Other: Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2019.

MURRAY CITY

By: _____

Title: _____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____

Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

Mr. Hales noted that Senator Kathleen Riebe was in attendance.

Business Items

1. Consider a resolution authorizing the execution and delivery of a Power Supply Agreement with Utah Associated Municipal Power Systems and the Red Mesa Tapaha Solar Project Transaction Schedule under such Power Supply Agreement; and related matters.

Staff Presentation: Blaine Haacke, General Manager of Power

Mr. Haacke said this is a renewable, fairly priced resource that is located in Utah. The goal tonight is to have the Council adopt this resolution which will allow Murray City Power to enter into an agreement with UAMPS (Utah Associated Municipal Power Systems) and UAMPS will enter into an agreement with the Navajo Tribe Utility Authority.

This plant is located north of the Arizona/Utah boarder in the Navajo Nation. It will be a 66 megawatt plant that all the UAMPS members are subscribing to. It is the third large scale solar plant that the Navajos have developed. Murray is asking for five megawatts, about 7.5%, of the plant. The other 61 megawatts will be taken by the other UAMPS members. This will be a 25 year contract and the earliest the plant will be built is June 2022.

The name of the project is the Red Mesa Tapaha Solar Resource. The Navajo nation is using this as a revenue maker. They do not want people to own it. The revenue they receive from the sale of the power will go into the Light Up Navajo project which the city participated in earlier this year.

The Navajo Nation has agreed to build the transmission line. The price will be \$23.12 per megawatt hour for the first year and escalate 2% over the time of the agreement. Over the term of the agreement, the average price will be \$29.60 per megawatt hour.

Mr. Haacke said he has had a couple of questions about this agreement. The first question was about who is responsible for the decommissioning of the plant once the 25 years is up. The answer is it will not be the city's or UAMPS responsibility. The Navajos will own it so they will be involved with the decommissioning of it. The other question was if there would be the possibility to extend the agreement. Currently there is no extension offered in the agreement.

Mr. Haacke said this resource fits nicely into the city's portfolio. The city's landfill

methane, which is a renewable resource, covers about 8% of our energy needs. The Cottonwood hydro, coming out of Little Cottonwood Canyon, covers about 2-3% of our energy needs. The Federal hydro, on the Colorado River, covers about 30% of our energy needs and we are changing our coal fire plant to natural gas. Environmentally, Murray City is doing more than what most municipal cities in Utah are doing.

This resource will fit nicely with the Small Modular Reactors (SMR). There has to be a backup when a solar project is not able to produce. The Power Department has looked at four other solar projects. This project is reasonably priced and is with the UAMPS group.

Mr. Haacke noted there are three changes that need to be made to the resolution. One is changing Murray City Utah to Murray City Corporation. The second is a typo that reads 20 years but should say 25 years. The third is changing the signature line on the resolution so the City Council will sign it rather than the Mayor.

Ms. Turner asked if there is a possibility of increasing the amount of megawatts the city will receive.

Mr. Haacke said not right now with this project, but maybe a year or two down the road on another project.

MOTION: Mr. Brass moved to adopt the ordinance. The motion was SECONDED by Mr. Cox.

Council roll call vote:

Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

2. Consider a resolution approving an Interlocal Cooperation Agreement between the City, Salt Lake County ("County") and Salt Lake City Corporation ("SLC") for a Brownfields Assessment Grant.

Staff Presentation: Melinda Greenwood, CED Director

Ms. Greenwood said this is for a grant the city applied for earlier in the year and was awarded. The city teamed up with Salt Lake City and Salt Lake County to submit a grant for Brownfields funding through the Environmental Protection Agency (EPA). This will allow the city to conduct studies on properties where the city wants to develop or where there are needs for the assessment of soil contamination. There was approximately \$600,000 awarded between the three entities. This resolution is to formalize the



MURRAY
CITY COUNCIL

Adjournment



MURRAY
CITY COUNCIL

Council Meeting 6:30 p.m.

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

Murray City Municipal Council Chambers Murray City, Utah

DRAFT

Tuesday, July 19, 2022

The Murray City Municipal Council met on Tuesday, July 19th, 2022, at 6:30 p.m. (or as soon as possible thereafter) for a meeting held in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

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

Council in Attendance:

Kat Martinez	District #1- Conducting
Pamela Cotter	District #2
Rosalba Dominguez	District #3
Diane Turner	District #4
Garry Hrechkosy	District #5
Jennifer Kennedy	Council Director
Patti Johnson	Council Office Administrator III

Administrative Staff in Attendance:

Brett Hales	Mayor
Doug Hill	Chief Administrative Officer
Tammy Kikuchi	Chief Communication Officer
GL Critchfield	City Attorney
Brooke Smith	City Recorder
Craig Burnett	Police Chief
Kristin Reardon	Police Records Supervisor
Joey Mittelman	Fire Chief
Jeff Puls	Fire Marshal
Steven Roberson	Deputy Fire Marshal
Jared Hall	Community and Economic Development Director
Russ Kakala	Interim Public Works Director
Lynn Potter	Storm Water Supervisor

Corey Hogan	Leadworker
Chris Hale	Maintenance Worker
Fred Benson	Leadworker
Kim Sorensen	Parks & Recreation Director
Kim Fong	Library Director
Rob White	IT Director
Camron Kollman	Library IT Technician

Others in Attendance:

Katie Gardner	Loran Pasalich	Lawrence Horman	Rachel Morat
Josh Hill	Maryn Murdock	Mathew Murdock	Sara Neal
Brent B.	Doug R.		

Opening Ceremonies

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

The audience was invited to recite the Pledge of Allegiance.

Approval of Minutes

Council Meeting – June 21, 2022

MOTION:

Councilmember Cotter moved to approve the minutes. The motion was SECONDED by Councilmember Dominguez.

Council roll call vote:

Ayes: Councilmember Cotter, Councilmember Dominguez, Councilmember Turner, Councilmember Hrechkosy, Councilmember Martinez.

Nays: None

Abstentions: None

Motion passed 5-0

Special Recognition

- 1. Murray City Council Employee of the Month, Joshua Wadsworth, Patrol Officer.**

Presenting: Councilmember Kat Martinez and Chief Craig Burnett

Chief Burnett introduced Officer Joshua Wadsworth as July 2022 Employee of the Month. Officer Wadsworth has been a police officer for Murray City for three and a half years.

On May 31, 2022, Officer Wadsworth responded to a call where a male was in crisis and after having cut his face and arms with a knife, sat on the railing of the 4th-floor balcony of an apartment building. Wadsworth attempted to de-escalate the male. While the girlfriend of the male stood next to him. The male intentionally dropped himself backward off the balcony railing and began to fall. As the male's girlfriend held onto his arm, Wadsworth quickly and calmly reacted to his action and was able to grab onto his legs, preventing him from falling to the ground below.

After calling for responding officers to expedite, Officer Wadsworth pulled the male by his feet back over the railing and successfully saved the male from his suicide attempt. Once the male was back on the balcony Wadsworth calmly and compassionately talked with him about his crisis and ensured that he received the needed mental health care.

Councilmembers and the Mayor thanked Officer Wadsworth for his service, and they appreciate him being a part of Murray City.

Officer Wadsworth thanked the Mayor and Councilmembers for the recognition. He has enjoyed the career and the opportunities he had as he served the community.

Citizen Comments

The meeting was open for public comment.

Sarah Neal

Murray resident for twelve (12) years and shared her appreciation for the Vine Street project being worked on.

Lawrence Horman

Shared information about homeless issues.

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

Consent Agenda

None scheduled.

Public Hearings

None scheduled.

Business Item

- 1. Election of a City Council Member to serve as Budget and Finance Committee Vice-Chair for the remainder of the calendar year 2022.**

Presenting: Kat Martinez, Councilmember chair

Councilmember Martinez shared that due to a vacancy in the position of Budget and Finance Committee, the council will need to elect a City Council Member to serve as Budget and Finance Committee Vice-Chair for the remainder of the calendar year 2022.

MOTION:

Councilmember Dominguez moves to nominated councilmember Hrechkosy to the Vice Chair position for the Budget and Finance Committee. The motion was SECONDED by Councilmember Turner.

Council roll call vote:

Ayes: Councilmember Cotter, Councilmember Dominguez, Councilmember Turner, Councilmember Hrechkosy, Councilmember Martinez.

Nays: None

Abstentions: None

Motion passed 5-0

- 2. Consider a resolution providing advice and consent to the Mayor's appointment of Russ Kakala as the City's Public Works Department Director.**

Presenting: Mayor Hales

Mayor Hales introduced Russ Kakala to the Council and requested Russ Kakala be appointed as the new Public Works Department Director for Murray City. Mayor Hales shared that Russ Kakala has worked for Murray City Public Works Division for 34 years.

MOTION

Councilmember Cotter moves to appoint Russ Kakala as the City's Public Work Director. The motion was SECONDED by Councilmember Dominguez.

Council roll call vote:

Ayes: Councilmember Cotter, Councilmember Dominguez, Councilmember Turner,

Councilmember Hrechkosy, Councilmember Martinez.

Nays: None

Abstentions: None

Motion passed 5-0

Russ Kakala was invited to the podium. Russ Kakala introduced his family members and thanked the council and mayor for the opportunity.

Brooke Smith, City Recorder invited Russ Kakala to repeat the oath of office.

Councilmembers shared their congratulations and they look forward to seeing what Russ Kakala will do.

Mayor's Report and Questions

Mayor Hales thanked the council for their hard work.

Adjournment

The meeting was adjourned at 6:55 p.m.

Brooke Smith, City Recorder

[SEAL]



Special Recognition



MURRAY

City Council

Employee of the Month - Flip Nielson

Council Action Request

Council Meeting

Meeting Date: August 23, 2022

Department Director Jennifer Kennedy Phone # 801-264-2513 Presenters Pam Cotter Kim Sorensen Required Time for Presentation Is This Time Sensitive No Mayor's Approval Date August 15, 2022	Purpose of Proposal Employee of the Month recognition Action Requested Informational only Attachments Recognition Form Budget Impact None Description of this Item Flip is an outstanding employee. He cares about the park system and works hard to keep grounds maintained at a high level for Murray Citizens and park users. He is considerate of park patrons and park employees.
--	--

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Parks and Recreation

7/20/2022

NAME of person to be recognized:

Submitted by:

Flip Nielson

Bruce Holyoak

DIVISION AND JOB TITLE:

Parks Lead Worker

YEARS OF SERVICE:

24

REASON FOR RECOGNITION:

Flip is an outstanding employee. He cares about the park system and works hard to keep grounds maintained at a high level for Murray Citizens and park users. He is considerate of park patrons and park employees.

Recently Flip was tasked with the responsibility of getting Murray Park ready for the Murray Fun Days. Flip supervised full-time and part-time employees to assure the park was immaculate for the event.

The Parks and Recreation Department appreciates Flip and the Murray community benefits from his hard work.

COUNCIL USE:

MONTH/YEAR HONORED



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Consent Agenda



MURRAY

Mayor's Office

Appointment of Sharon Baxter to the Senior Recreation Center Board

Council Action Request

Council Meeting

Meeting Date: August 23, 2022

Department Director Kim Sorensen	Purpose of Proposal Appointment of board member
Phone # 801-264-2619	Action Requested Consider confirmation of the mayor's appointment of Sharon Baxter to the Senior Recreation Center Advisory Board.
Presenters Mayor Hales	Attachments biography
	Budget Impact None
Required Time for Presentation	Description of this Item Sharon Baxter will be appointed to the Senior Recreation Center Advisory Board from August 2022 - January 2025. Arilyn will take the place being of Max Derrick.
Is This Time Sensitive Yes	
Mayor's Approval	
Date July 19, 2022	

July 18th, 1922

To Whom It May Concern:

My name is Sharon Baxter. I am a widow and have been since 2009. I was married 43 years. I was born in Salt Lake City in 1940. I lived here until 1965. I met my husband here and he lived in California so I moved there. When my husband retired in 1986 we moved to Sandy, UT and in 2001 we moved to Midvale where I live now.

I learned to play bridge in 1970. I also like all kinds of games. I played golf, went camping and boating and enjoyed traveling. I also worked as a secretary to our plumbing business. I am a Mother, Grandmother and a Great Grandmother. I enjoy family get together's. I was also a volunteer at Intermountain Medical Center for 10 years and I would probably still be doing that but because of Covid my life changed as I know many lives also did. I became more active at the Senior Center which I have really enjoyed.

I started coming to the Senior Center in 2004. I played bridge then and now. After I lost my husband I started coming more often. The Senior Center has become my family. I have met so many wonderful people and I really enjoy the get together's. The people who run the Center are so wonderful and I really appreciate their support. They keep things running smoothly. They are willing to get the supplies that are needed for the activities. I am in charge of Wednesday Bridge and I love doing that.

Sincerely,

Sharon Baxter



MURRAY

Mayor's Office

Appointment of Wendy Richart to the History Advisory Board.

Council Action Request

Council Meeting

Meeting Date: August 23, 2022

Department Director Kim Sorensen	Purpose of Proposal Appointment of board member.
Phone # 801-264-2619	Action Requested Consider confirmation of the mayor's appointment of Wendy Richart to the History Advisory Board.
Presenters Mayor Hales	Attachments Resume
	Budget Impact None
Required Time for Presentation	Description of this Item Wendy Richart will be appointed the the History Advisory Board from September 2022 - September 2025. Wendy will replace Janice Blanchard.
Is This Time Sensitive Yes	
Mayor's Approval	
Date July 19, 2022	



Wendy Richhart

Objective

To serve on the Murray History Advisory Board and assist in the preservation, protection, and promotion of the rich history of Murray City.

Experience

2015- 2020

Arts Advisory Board | Member & Chair | Murray City

Our goal as a board was to promote the development, awareness, and appreciation of and participation in, the cultural art and humanities in the city. During my two terms, I was involved in the updating of the Murray Ampitheater and Murray City was just starting the preservation and revamping of the Murray Theatre when my term expired. The arts advisory board worked closely with the history board and one of my favorite opportunities was dressing up and telling stories in the graveyard during elementary field trips. I also performed in a play sponsored by the history board where we reenacted a historical court hearing about a Murray woman that poisoned her family. I played the title role.

1999 - present

Real Estate Agent | Realtor | State of Utah

I have been selling homes in Utah for the past 22 years. I got my license because of my love for homes and especially my desire to tour historical homes, legally. I try to tour an old historical home each time we vacation somewhere new. (Much to the chagrin of my family.)

Education

- Murray High, Murray Utah
- BYU Provo Utah attended for a year on a theater scholarship
- UVU, SLCC & U of U - theater major with 4 years of schooling but no formal degree
- Utah Real Estate License, GRI (Graduate of Realtor Institute) CNE (Certified Negotiations Expert),

Communication

I am a great communicator, I follow up, answer my phone and I am very detail oriented. I am easy to get along with, not afraid to speak in front of a crowd and I like associating with others and making connections.

Leadership

Besides numerous leadership positions in my church, I have served as the chair of the Arts Advisory Board, on a couple of charity boards through the Salt Lake Board of Realtors and lead 16 almost 17 souls as the wife, mother, and grandmother of our ever-growing family.

References

MaryAnn Kirk (previous Arts Advisory Director) 801-301-6011

Kristen Price (Good Neighbor Real Estate Broker) 801-205-3535



MURRAY
CITY COUNCIL

Public Hearing



MURRAY

PUBLIC WORKS DEPARTMENT


Mid Valley Active Transportation Plan

Council Action Request

Council Meeting

Meeting Date: August 23, 2022



Department Director Russ Kakala Phone # 801-270-2442 Presenters Chris Zawislak Thomas McMurty Required Time for Presentation 30 Minutes Is This Time Sensitive No Mayor's Approval  Date August 1, 2022	Purpose of Proposal Presentation of the Mid Valley / Murray City Active Transportation Plan Action Requested Present for questions and comments to be approved by resolution in the Council Meeting Aug, 23, 2022 Attachments Slide Presentaion and Resolution Budget Impact No immediate impacts to the budget Description of this Item The MidValley Active Transportation Plan was a cooperative, led by Wasatch Front Regional Council (WFRC), between the cities of Murray, Midvale, Taylorsville, Millcreek, Holliday, and Cottonwood Heights. Avenue Consultants acted as a contract facilitator for public outreach, meetings, and the municipalities. The vision of the plan was to create a backbone network of active transportation facilities between each of the partner cities. in total, 244 projects were identified network, fourteen of those 244 projects are located in Murray as part of the City's proposed backbone network. These projects coincide with our recently approved 2021 Transportation Master Plan but expand further by creating a commitment to connect with our neighbors.
---	--

Continued from Page 1:

One of the critical reasons for presenting and strengthens our opportunity to request and receive finding for road projects that include Active Transportation elements.

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 23rd day of August 2022, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will consider and intends to adopt by resolution the Mid-Valley Active Transportation Plan. A copy of the Mid-Valley Active Transportation Plan will be available for public inspection at the Murray City Public Works offices located at 4646 South 500 West, Murray, Utah, 84123.

The purpose of this hearing is to receive public comment concerning the proposed adoption of the Mid-Valley Active Transportation Plan described above.

DATED this 2nd day of August 2022.



MURRAY CITY CORPORATION

A handwritten signature in black ink, appearing to read "Brooke Smith", written over a horizontal line.

Brooke Smith
City Recorder

DATE OF PUBLICATION: August 12, 2022
PH22-27

Mailed to affected entities - UCA §10-9a-205(2)(a)
Posted on City Website – UCA §10-9a-205(2)(b)(ii)
Posted on the Utah Public Notice Website – UCA §10-9a-205(2)(c)(i)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE
MID-VALLEY ACTIVE TRANSPORTATION PLAN

WHEREAS, the City has participated in the development of the Mid-Valley Active Transportation Plan (the “Plan”); and

WHEREAS, the Plan is a joint plan among Cottonwood Heights, Holladay, Midvale, Millcreek, Murray and Taylorsville to create a cohesive plan that connects and develops an active transportation Backbone Network across all six cities; and

WHEREAS, the City wants to work towards providing an efficient active transportation network to better serve residents and to help improve the quality of life and overall health by promoting opportunities and facilities for an active lifestyle, and also work towards improving air quality by reducing the environmental impacts of personal vehicles; and

WHEREAS, the Plan serves as the foundation for potential future budget allocations, multi-jurisdictional grant opportunities and policy implementation to ensure the proper construction and modification of roadways to allow for multimodal transportation; and

WHEREAS, the Plan was developed using input from City staff and residents, as well as staff and residents from the other five participating cities; and

WHEREAS, a duly noticed public hearing was held on _____, 2022, where the matter was given full and complete consideration by the Murray City Council; and

WHEREAS, a copy of the Plan is available for public viewing at the Murray City Public Works Department, 4646 South 500 West, Murray Utah, as well as on the City’s website; and

WHEREAS, after receiving and considering public comment, the Murray City Municipal Council finds that the Plan is in the best interest of the City and compliance with the Plan will contribute to the safety, health, prosperity and welfare of its citizens;

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

1. It hereby adopts the Mid-Valley Active Transportation Plan, a copy of which is attached.
2. The Mid-Valley Active Transportation Plan shall be available for public

viewing at the office of the Department of Public Works, 4646 South 500 West, Murray Utah as well as on the City's website.

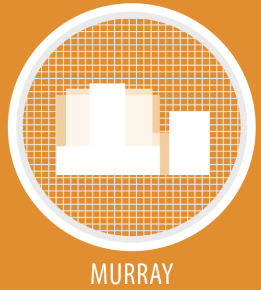
DATED this ____ day of _____, 2022

MURRAY CITY MUNICIPAL COUNCIL

Kat Martinez, Chair

ATTEST:

Brooke Smith, City Recorder



MURRAY

CITY

ACTIVE TRANSPORTATION PLAN



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LIST OF ACRONYMS

ADA: Americans with Disabilities Act

AT-FIT: UDOT Active Transportation Facility Implementation Tool

ATP: Active Transportation Plan

CATF: County Active Transportation Fund

FHWA: Federal Highway Administration

GIS: Geographic Information System

LTS: Level of Traffic Stress

MID-VALLEY ATP: Mid-Valley Active Transportation Plan

NACTO: National Association of City Transportation Officials

PROWAG: Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way

ROW: Right-of-way

RTP: Regional Transportation Plan

SLC: Salt Lake City, Utah

SLCO: Salt Lake County

SLCO ATP: Salt Lake County Active Transportation Implementation Plan

SLCBAC: Salt Lake County Bicycle Advisory Committee

SRTS: Safe Routes to School

STIP: Statewide Transportation Improvement Program

TLC: Transportation and Land Use Connection program

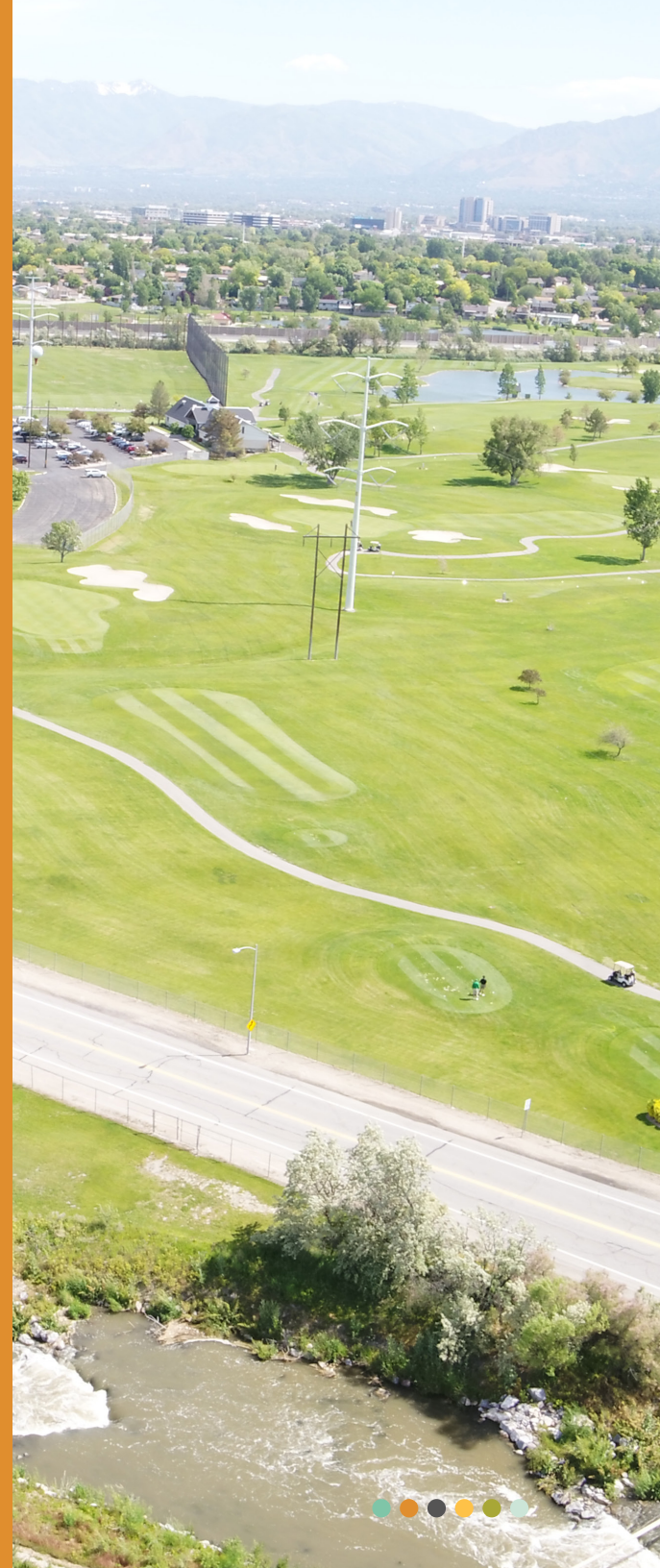
TTIF: Transit Transportation Investment Fund

UCATS: Utah Collaborative Active Transportation Study

UDOT: Utah Department of Transportation

UTA: Utah Transit Authority

WFRC: Wasatch Front Regional Council



ACKNOWLEDGMENTS

The Mid-Valley ATP team would like to acknowledge the contributions of many individuals and groups who contributed to the directions in this document.

CITY STAFF

COTTONWOOD HEIGHTS

ADAM GINSBERG, Senior Civil Engineer
ANDREW HULKA, Associate Planner
MICHAEL JOHNSON, Comm. and Econ. Development Director
MICHAEL PETERSON, Mayor

HOLLADAY

PAUL ALLRED, Community Development Director
JARED BUNCH, City Engineer
ROBERT DAHLE, Mayor
TROY HOLBROOK, Planning Commission
TOSH KANO, Public Works Director

MIDVALE

LESLEY BURNS, City Planner
ROBERT HALE, Mayor
GLEN KENNEDY, Public Works Director
KEITH LUDWIG, City Engineer
ALEX MURPHY, Associate Planner
DUSTIN SNOW, Planning Commission

MILLCREEK

SILVIA CATTEN, City Council
JOHN MILLER, Public Works Director/City Engineer
JEFF SILVESTRINI, Mayor

MURRAY

DANNY ASTILL, Public Works Director
BLAIR CAMP, Mayor
ZACH SMALLWOOD, Planner, Comm. & Econ. Development
CHRIS ZAWISLAK, Engineering

TAYLORSVILLE

ANNA BARBIERI, Planning Commission
MEREDITH HARKER, City Council
MARK MCGRATH, Community Development Director
KRISTIE OVERSON, Mayor
JARED SMITH, Parks and Rec Committee
JIM SPUNG, Senior Planner
MARK STENQUIST, City Engineer

STEERING COMMITTEE

PAUL ALLRED, Holladay
DANNY ASTILL, Murray
MARK MCGRATH, Taylorsville
JOHN MILLER, Millcreek
ALEX MURPHY, Midvale
MATTHEW TAYLOR, Cottonwood Heights

KEY COLLABORATORS

PAUL ALLRED, Community Development Director, Holladay
DANNY ASTILL, Public Works Director, Murray
ANNA BARBIERI, Planning Commission, Taylorsville
KEITH BATEMAN, Murray Resident, Murray
ALEX BIEM, Strategic Planner, UTA
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SILVIA CATTEN, City Council, Millcreek
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ERIC KRAAN, SLCBAC
CRYS LEE, Executive Director, Bike Utah
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JOHN MILLER, Public Works Director/City Engineer, Millcreek
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ALEX MURPHY, Associate Planner, Midvale
KRISTIE OVERSON, Mayor, Taylorsville
HELEN PETERS, Transportation Program Manager, SLCO
MICHAEL PETERSON, Mayor, Cottonwood Heights
NATE ROCKWOOD, Community Development Director, Midvale
ALEX ROY, Transportation Planner, WFRC

JEFF SILVESTRINI, Mayor, Millcreek
ZACH SMALLWOOD, Planner, Comm. & Econ. Development, Murray
JARED SMITH, Parks and Rec Committee, Taylorsville
DUSTIN SNOW, Planning Commission, Midvale
JIM SPUNG, Taylorsville
MARK STENQUIST, City Engineer, Taylorsville
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PETER TANG, Region 2 Traffic, UDOT
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HUGH VAN WAGENEN, Active Transportation Planner, WFRC
CHRIS WILTSIE, 1,000 Miles Program Director, Bike Utah
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* Moved to the Utah Department of Transportation and became a member of the project team in May 2020.

EXECUTIVE SUMMARY

OVERVIEW

The Mid-Valley Active Transportation Plan (“Mid-Valley ATP” or “Plan”) is a joint plan among Cottonwood Heights, Holladay, Midvale, Millcreek, Murray, and Taylorsville. City staff from all the jurisdictions met regularly and collaborated with a consultant team to create a cohesive plan that connects and develops an active transportation Backbone Network across all six cities. The Mid-Valley ATP also coordinated with major stakeholders such as the Wasatch Front Regional Council (WFRC), Utah Department of Transportation (UDOT), Salt Lake County, and the Utah Transit Authority (UTA). The Mid-Valley ATP examined regional connections and opportunities for collaboration on implementation while also providing the framework for each municipality to identify priorities, policies, and routes specific to their jurisdiction. This plan serves as the foundation for future budget allocations, multi-jurisdictional grant opportunities, and policy implementation by city staff, elected officials, and commissions to ensure the proper construction and modification of roadways to allow for multimodal transportation.

By providing an efficient active transportation network, the Mid-Valley ATP seeks to better serve our residents who commute and/or recreate with regional connections between communities. Additionally, the Mid-Valley ATP aims to improve our residents’ quality of life and overall health by promoting opportunities/facilities for an active lifestyle and improving air quality by reducing the environmental impacts of personal vehicles.

VISION AND GOALS

The vision statement and accompanying goals helped guide the active transportation plan team and process from beginning to end.

One of the Mid-Valley ATP’s primary aims is to create a regional Backbone Network of active transportation facilities connecting the cities of **Cottonwood Heights, Holladay, Midvale, Millcreek, Murray, and Taylorsville**. The Plan approaches the study area as a collective region but also looks at each municipality individually. This allows each City to take a detailed look at bicycle and pedestrian facilities within its city limits and at the larger scale of regional connections surrounding its borders. This highly collaborative planning process identifies needs, gaps, opportunities, and constraints to produce a list of 244 total projects. Out of these projects, 31 were selected to create the Backbone Network for the Mid-Valley ATP.

PROJECT PROCESS

The process to develop the Mid-Valley ATP relied on the input and insight of the steering committee and the larger group of key collaborators and public outreach. The study team frequently returned to the other groups to review and obtain approval for additions, deletions, and changes to the Mid-Valley ATP as it approached finalization.



VISION:

**WORKING TOGETHER ON A CONNECTED
ACTIVE TRANSPORTATION SYSTEM FOR
ALL AGES & ABILITIES.**

OVERALL GOALS:

01

Prioritize safe routes
for all users



02

Complete a connected
backbone network



03

Collaborate for public and
multi-city commitment



04

Improve access to key
origins and destinations



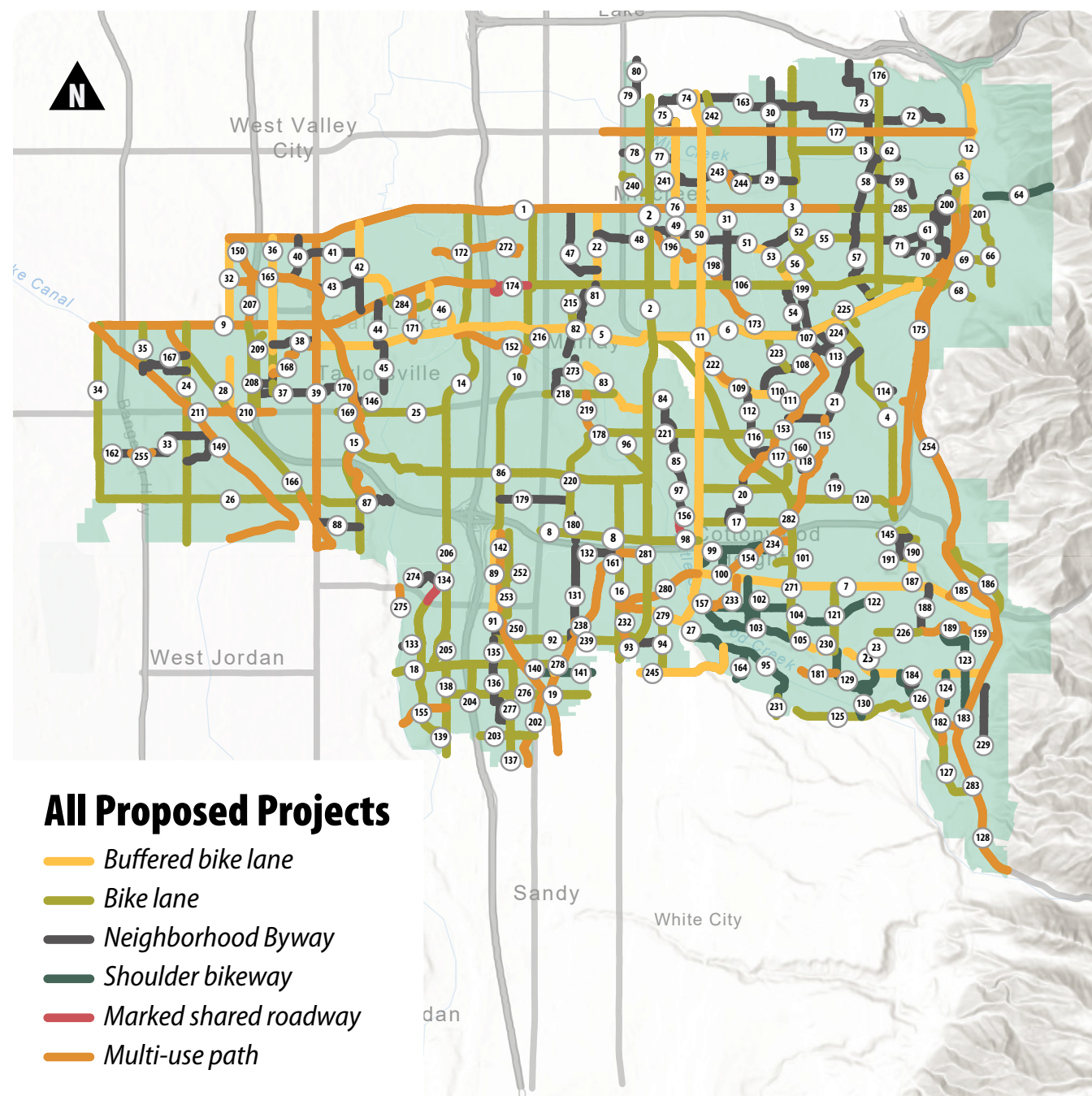


Figure 1. All projects in the Mid-Valley area

ALL PROJECTS

FOR THE MID-VALLEY REGION

There were 244 projects in total
evaluated across all six cities.

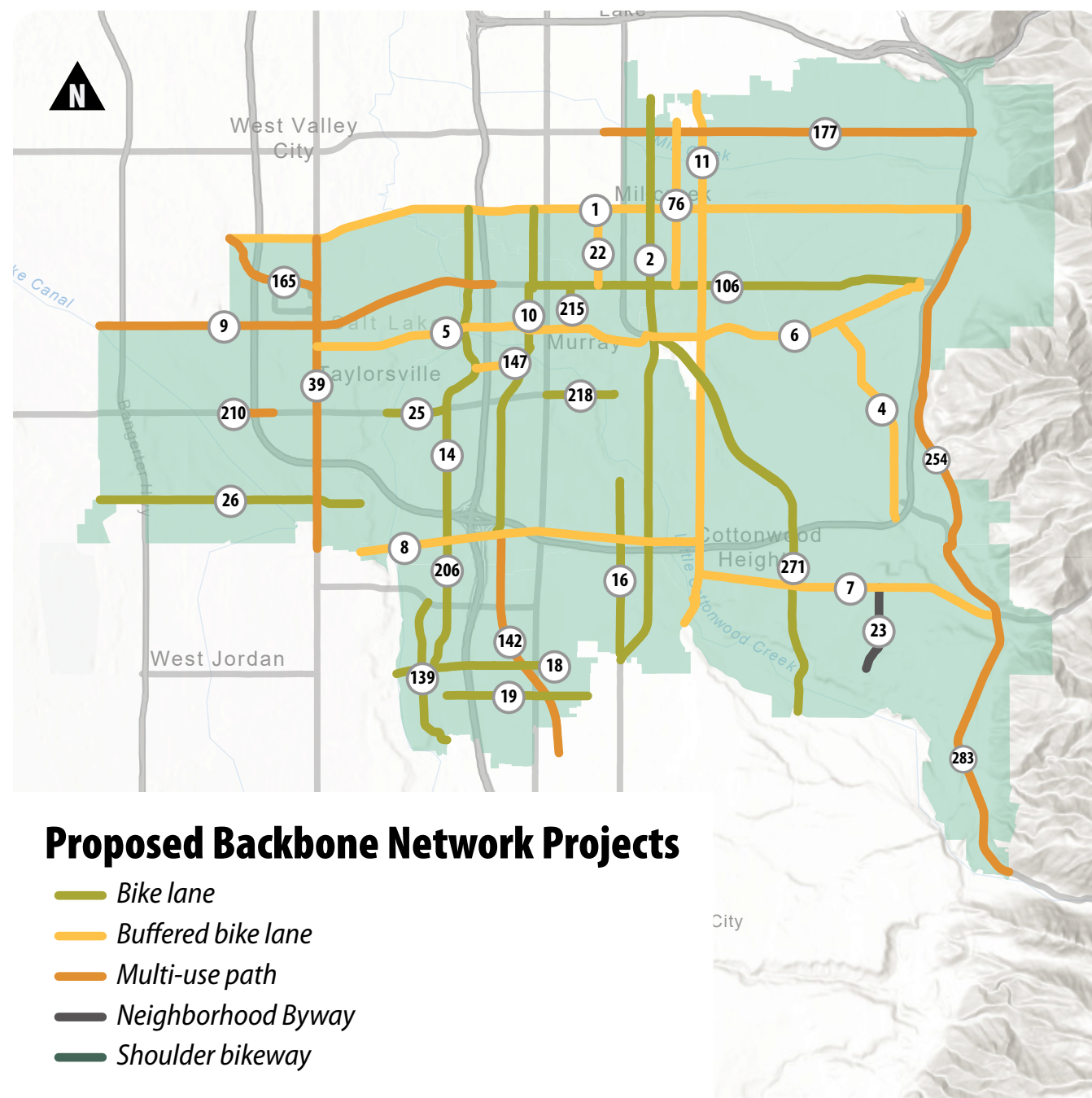
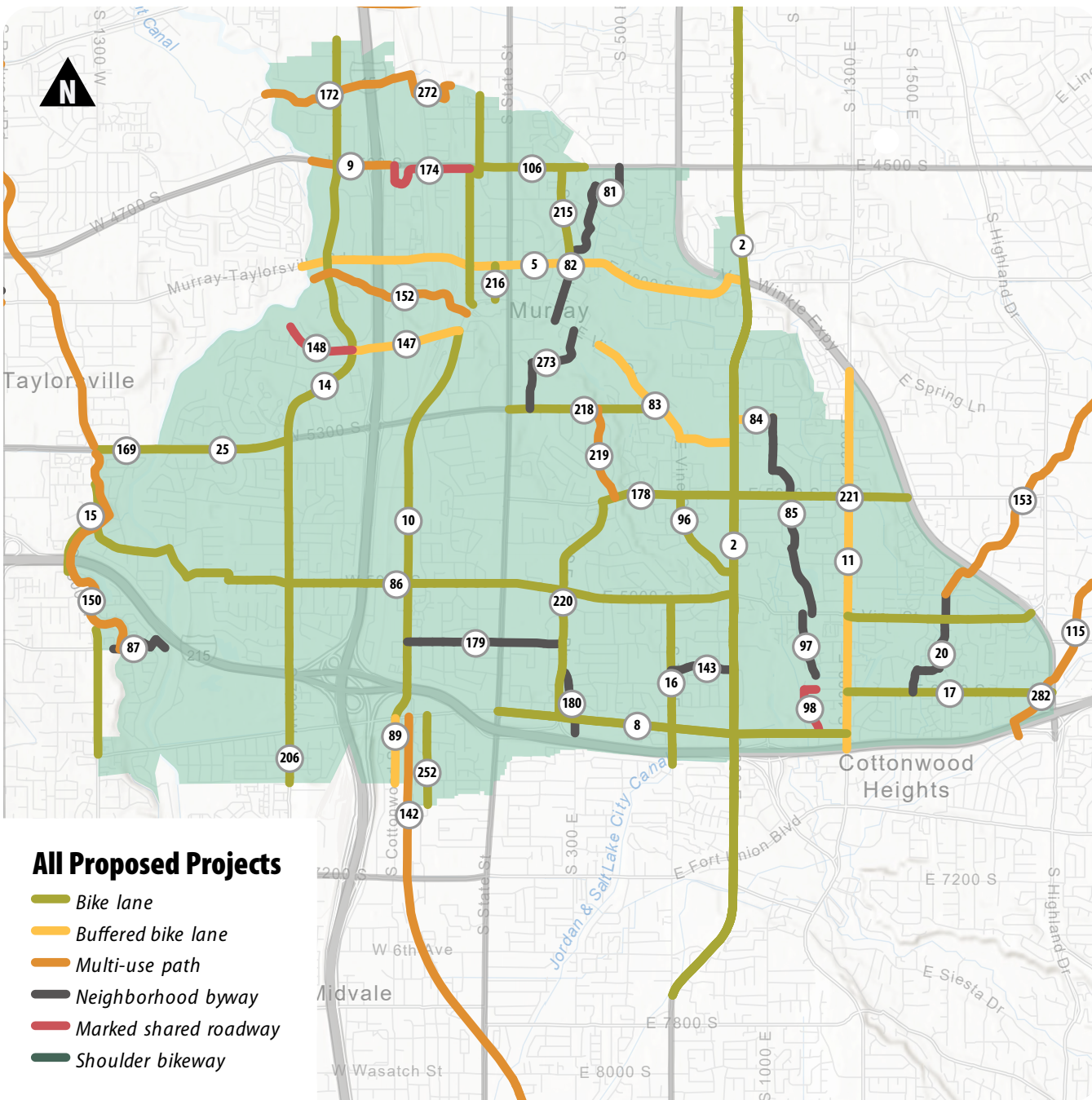


Figure 2. The Mid-Valley ATP connected Backbone Network

BACKBONE NETWORK

FOR THE MID-VALLEY REGION

Thirty-three projects were identified as critical to create the Backbone Network.



ALL PROJECTS

FOR MURRAY

There are 41 projects in total for Murray. Refer to **Chapter 8** for a complete list of these projects.

Figure 3. All projects for Murray

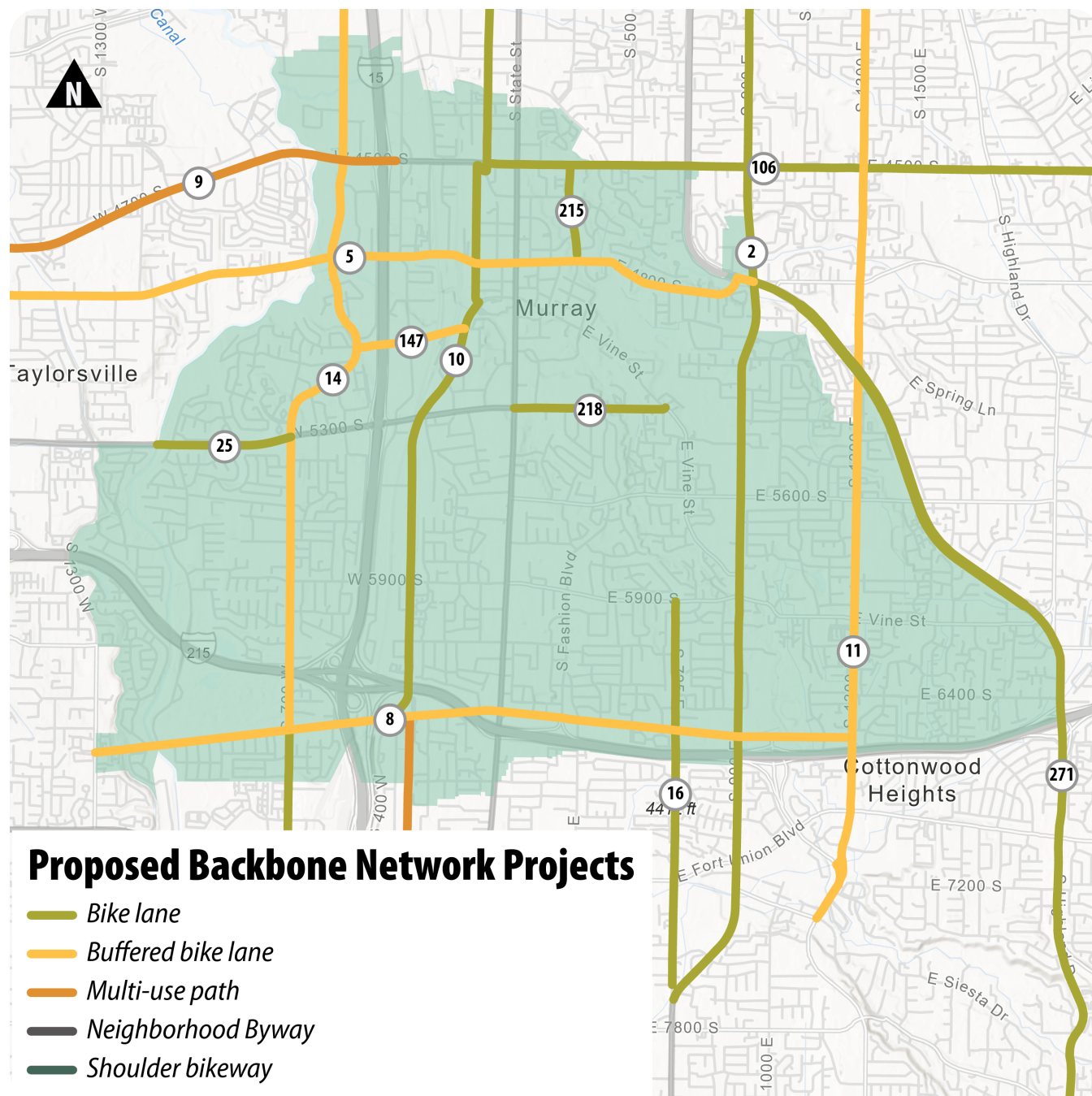


Figure 4. All backbone network projects in Murray

BACKBONE NETWORK

FOR MURRAY

There are 14 projects in the Backbone Network that are in or intersect Murray.

Murray Backbone Network Project and Cost List

#	PROJECT	CODE*	TYPE	MURRAY LENGTH	TOTAL LENGTH	MURRAY COST	TOTAL COST
2	900 E: Elgin Ave to Husky Hwy	2B	Bike Lane	13,240'	34,760'	\$53,000	\$140,000
5	Taylorsville Rd/Van Winkle: Redwood Rd to 900 East	2A	Buffered Bike Lane	12,740'	21,140'	\$2,180,400	\$3,634,000
8	Winchester St.: 1300 W to 1300 E	2B	Bike Lane	9,660'	9,660'	\$39,000	\$39,000
9	4700 S: 4015 W to I-15	PP	Multi-use path	2,160'	24,480'	\$344,000	\$3,893,000
10	Main St: 3900 S to Winchester St	2B	Bike Lane	2,640'	20,840'	\$11,000	\$84,000
11	Richmond St: Approx. Elgin Ave to South Union Ave	2A	Buffered Bike Lane	14,620'	33,000'	\$97,000	\$231,000
14	500 W: 3900S to 6400 S	2A	Buffered Bike Lane	1,100'	21,160'	\$5,000	\$85,000
16	725 E: 5900 S to Orchid Vista Ct	2B	Bike Lane	4,540'	10,480'	\$18,000	\$42,000
25	5400 S: Approx. Murray Parkway Ave to 700 W	2B	Bike Lane	3,680'	3,680'	\$15,000	\$15,000
106	4500 S: Main St. to 3080 E	2B	Bike Lane	10,880'	23,640'	\$38,000	\$95,000
147	Vine St: Murray Blvd to Cottonwood St	2A	Buffered Bike Lane	3,010	3,010	\$21,000	\$21,000
215	Atwood Blvd: 4500 S to Meadowview Rd	2B	Bike Lane	2,460'	2,460'	\$10,000	\$10,000
218	Woodrow St/Spartan Blvd: Cottonwood St to Vine St	2B	Bike Lane	4,160'	4,160'	\$17,000	\$17,000
271	Highland Dr./Van Winkle: Canyon Creek to 900 East	2B	Bike Lane	19,580'	37,200'	\$57,000	\$149,000

*This column is part of WFR's Active Transportation schema for coded values. The code definitions are as follows: **1** = General Cycle Track; **1A** = Cycle Track: At-Grade, Protected with Parking; **1B** = Cycle Track: Protected with Barrier; **1C** = Cycle Track: Raised and Curb Separated; **2** = General Bike Lane; **2A** = Buffered Bike Lane; **2B** = Bike Lane; **3** = General Shared Roadway; **3A** = Shoulder Bikeway; **3B** = Marked Shared roadway; **3C** = Signed Shared roadway; **PP** = Parallel Bike Path, Paved/Multi Use Path; **PU** = Parallel Bike Path, Unpaved; **UN** = Unknown Category.



Figure 5. Murray

NEXT STEPS

FOR MURRAY

The projects in the Mid-Valley ATP are intended to give each community a list of improvements that are needed to form the Backbone Network. The Mid-Valley ATP is a collective vision, a useful tool that can support specific projects and may also allow funding to become more accessible.

Prioritizing the development of the Backbone Network will benefit regional connectivity. Once completed, it will manifest the multi-jurisdictional commitment for a connected active transportation system for all ages and abilities, as expressed in the vision statement. However, when seeking funding, whether individually or multi-jurisdictional, it is advantageous for communities to be flexible and adaptable.

After the Mid-Valley ATP is adopted, energy and efforts should be focused on completing the Backbone Network and all other fundable projects that connect key origins and destinations throughout the six cities. All projects should contribute to the overarching goal of providing a regional active transportation system based on user needs, comfort level, and ease of accessibility.



CHAPTER 1

INTRODUCTION TO ACTIVE TRANSPORTATION



PLAN PURPOSE

The number of people in Utah who walk or bike to their destination is growing quickly. Utahns are looking for safe active transportation routes in their communities. That is why the six cities of Millcreek, Murray, Taylorsville, Holladay, Midvale, and Cottonwood Heights teamed up to plan for a better regional active transportation network. The Mid-Valley ATP created a regionally connected Backbone Network that offers safe, comfortable, and direct routes between origins and destinations. Beyond the Backbone Network, over 200 other projects were identified and vetted to create a regional active transportation plan list and map.

This plan focuses on developing an active transportation network that promotes equitable and healthy lifestyle choices for residents. It is an effective tool to help the six cities prepare

for a future regional community that is connected, inviting, beautiful, and provides safe mobility options to everyone.

Perhaps the most important part of the Plan is capital improvements projects. These projects represent the needs of the growing communities and address the demand for a more complete multi-modal transportation system.

There are 244 proposed and vetted active transportation projects identified on the final project map and list in addition to the backbone projects. The numbering of each project does not reflect any hierarchy of importance or ranking.



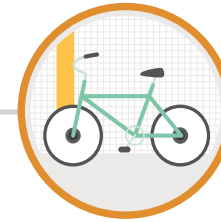
MAKING THE CASE FOR ACTIVE TRANSPORTATION

Walking and bicycling are more popular than ever before. Bicyclists and pedestrians need safe, convenient walking and biking routes. Utahns want increased transportation choices and expanded connectivity for active transportation, which comes through regional projects. This Plan provides implementable projects that address this need while providing the following benefits:



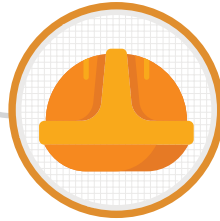
TODAY'S WALKING AND BIKING CHALLENGES

Unsafe conditions and lack of connections are significant barriers for people walking and biking. Wide roads with lane widths designed for dangerously fast speeds dominate much of the study area's roadway system. The lack of existing comfortable and safe active transportation facilities that offer connections to everyday destinations is a major barrier to people getting around without using a car.



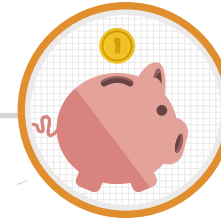
MURRAY'S PRIORITIES FOR ACTIVE TRANSPORTATION

Cities in Salt Lake County are working closely with the County's Active Transportation Improvement Plan (ATIP). The ATIP aims to develop a transportation network that provides choices for everyone, including those who cannot or choose not to use automobiles for all or some of their trips. For more information about the ATIP, please see Chapter 2: Existing Conditions.



ENHANCES SAFETY

Designing roads for all people and modes creates safer environments where the speed of vehicles is not the only priority of design. Comfort, safety, and pedestrian level connections have more credence when design elements consider walkers, bicyclists, and all members of the community that travel along the public right of way throughout the day.



ECONOMICS

Cycling and walking as a means of commuting minimize the need to own and operate a costly vehicle and charge economic development*. A study in Salt Lake City demonstrated that businesses along 300 South experienced an 8.8% increase in sales after the construction of fully separated bike lanes, compared to a 7% increase that the rest of the city experienced at the same time**.





ACCESSIBILITY FOR EVERYONE

The Americans with Disabilities Act (“ADA”) requires new facilities to be accessible to all people. Active transportation improvements, therefore, create an opportunity to improve existing ADA accommodations. Many active transportation designs incorporate safer crossings, pedestrian refuge islands, widened sidewalks and shared-use paths, and many other elements that improve safety, mobility, and access to all.



MAKES A HEALTHIER COMMUNITY

Providing safe and easily accessible sidewalks and bike infrastructure allows people to incorporate exercise into their daily lives, improving the overall health of the community.



IMPROVES QUALITY OF LIFE

Having access to active transportation facilities is increasingly sought after in Utah. The addition of more biking and walking trails and pathways throughout the region will create a better quality of life for residents and may increase adjacent property values*.



RELIEVES PEOPLE OF THE FINANCIAL BURDEN OF VEHICLES

Active transportation options help relieve the community of the financial burden of vehicles. Housing and vehicle ownership require too much income for far too many people. A 2017 report from the US Government Accountability Office found that 48% of Americans are “rent-burdened,” meaning they spend more than 30% of their household income on rent. Those households that fall under the categories of “extremely low-income and very low income” households pay over 80% of their monthly income to rent. Adding the cost of one or two vehicles to this financial reality is a burden that has a multi-generational effect.



PEOPLE SPEND MORE BY MAKING SMALLER PURCHASES BUT MORE TRIPS EVERY MONTH

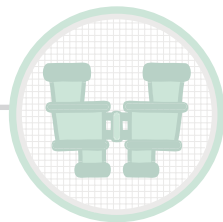
When people can make shopping trips on foot or using a bike, they make more frequent, smaller trips, which leads to higher spending each month. A city-led economic study found this to be true in Salt Lake City when evaluating the rate of sales increase along 300 South before and after bike lanes were installed**.

*Source: Iroz-Elardo, N. (2017, June 21). *Economic Impacts of Active Transportation*

**Source: 300 South Progress Report Broadway Protected Bike Lane, <http://www.slcdocs.com/transportation/Project/300South/300SouthProgressReport.pdf>

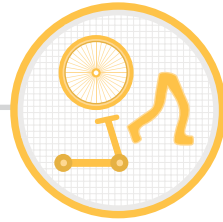
PLAN OVERVIEW

The Mid-Valley ATP followed five steps: Vision, Brainstorm, Evaluation, Design, and Delivery. Breaking down the project into these stages with direct and transparent communication of timelines to the steering committee, key collaborators, and the public allowed easy tracking of progress. The plan progressed by narrowing down specific projects and resulted in a final Backbone Network and associated project list. This page shows the steps for the Mid-Valley Active Transportation plan and provides a snapshot of each step.



VISION

Develop a Vision and identify clear and actionable goals based on each city's active transportation needs and objectives for the network.



BRAINSTORM

Develop a "universe of potential options" and a draft backbone network/project list that includes all Committee, agency, and public input.



EVALUATION

Arrive at prioritized list of projects based on a multi-level evaluation/screening process



DESIGN

Develop reliable concept level designs and estimates for the top priority projects.

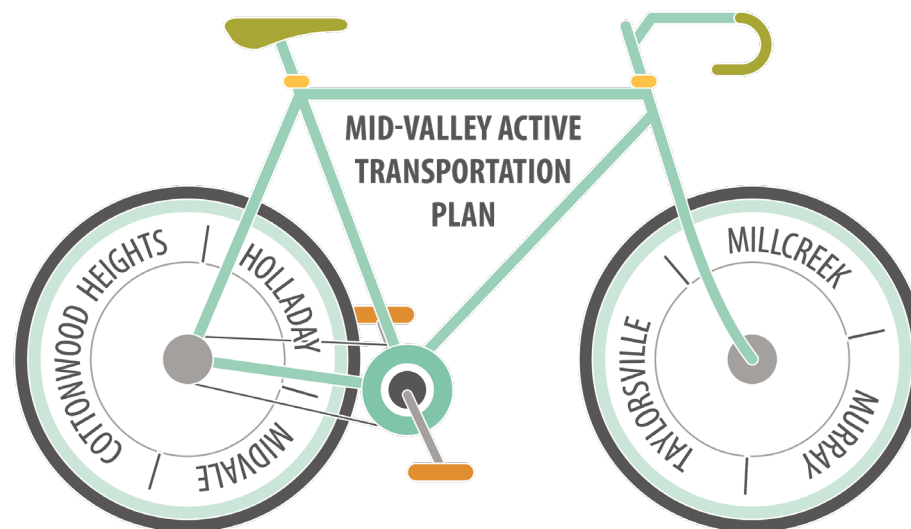


DELIVERY

An accessible and interactive plan that both everyday users and decision makers can use and detailed funding documentation for each city's use to secure funding for implementation.

MID-VALLEY ACTIVE TRANSPORTATION NETWORK	
	EXISTING MILES OF ACTIVE TRANSPORTATION
○ COTTONWOOD HEIGHTS	28.1
● HOLLADAY	14.7
● MIDVALE	4.5
● MILLCREEK	16.7
● MURRAY	13.0
○ TAYLORSVILLE	11.0

PROCESS



STEP 1: Vision STEP 2: Brainstorm STEP 3: Evaluation STEP 4: Design STEP 5: Delivery

The vision process brought the study team and the key collaborators together to develop a collective vision and identify clear and actionable goals based on each city's active transportation needs and objectives for the Backbone Network.

The brainstorming process identified potential projects and combined internal feedback from key collaborators with public comments. Projects in the Mid-Valley study area already on existing plans were also included. The brainstorming process produced the universe of options for potential projects for the Mid-Valley study area.

The evaluation process took the potential projects created from the brainstorming process and weighed them against variables that evaluated connectivity, how each project served community members, and the collectively identified values of the Mid-Valley Vision Statement.

Conceptual designs were created for projects on the Backbone Network. In total, four designs are included, and each city had at least one project design. The designs for each project were imported into Google Earth in the form of KMZ files, which makes viewing, sharing, and exploring the designs' details easy.

The delivery phase prepares the project team and steering committee to present to city councils and planning commissions. The team produced a final project map and list, including the Backbone Network. It is intended for the Backbone Network to be amended into the WFRC's Regional Transportation Plan (RTP).

CHAPTER 2

EXISTING CONDITIONS

WHAT IS HAPPENING NOW?



EXISTING PLANS AND PROGRAMS

At the onset of the Mid-Valley ATP, the project team evaluated existing plans and policies to establish a baseline of understanding on which to build the plan

LOCAL PLANS

MURRAY GENERAL PLAN 2017

The Murray General Plan states that the elements of housing, transportation, economy, parks and recreation, and land use are all interconnected and affect each other. The Plan recommends linking identified urban centers and districts through bicycle facilities to improve quality of life. The primary transportation system goal of the Murray General Plan is to “provide an efficient and comprehensive multi-modal transportation system that effectively serves residents and integrates with the regional transportation plan for the Wasatch Front.”

Learn more about the plan at <https://www.murray.utah.gov/162/General-Plan>

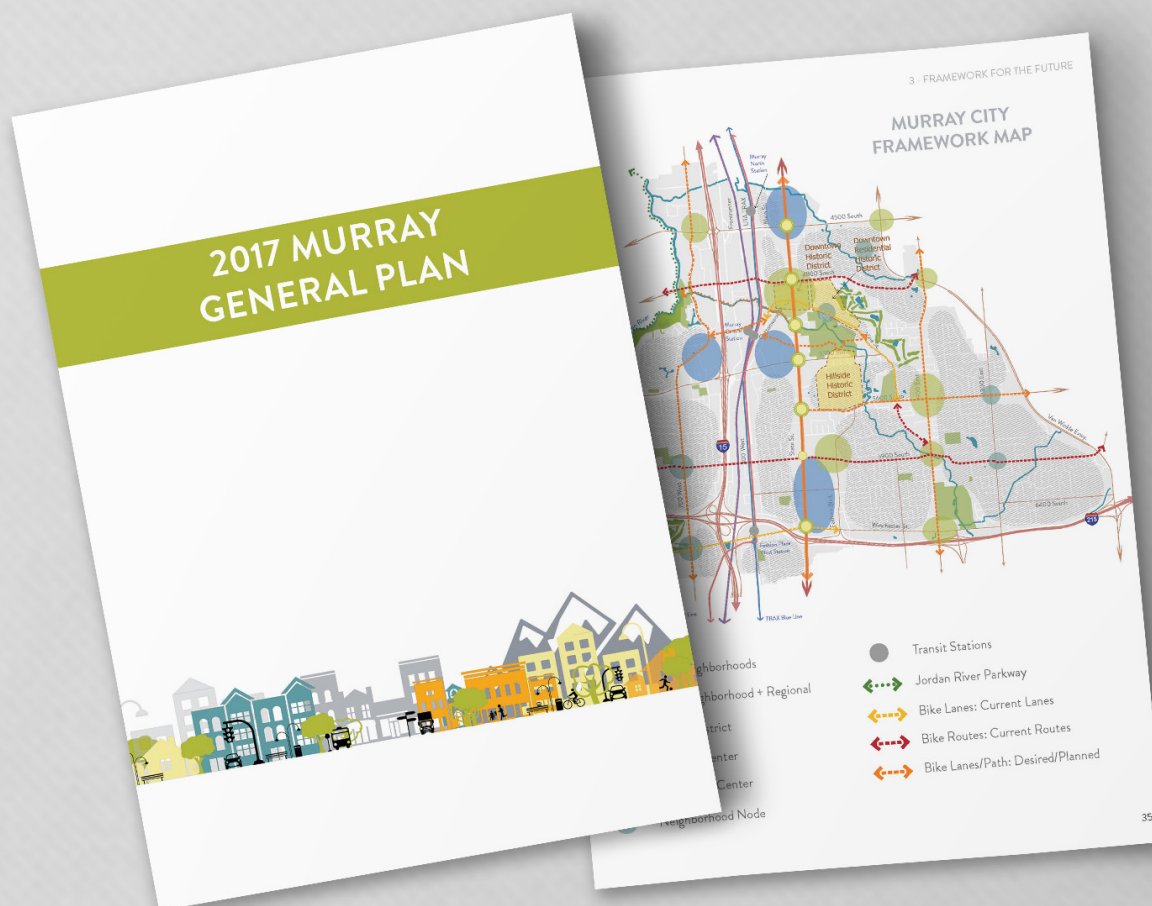
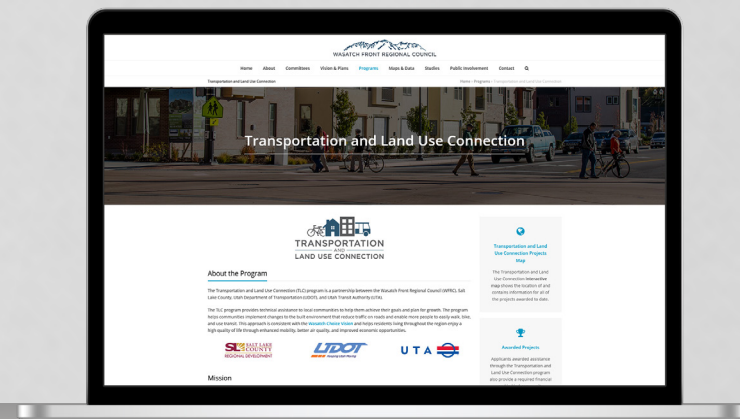


Figure 6. Murray City General Plan

EXISTING PLANS AND PROGRAMS

REGIONAL- AND COUNTY-LEVEL PLANS & PROGRAMS



WFRC 2019 – 2050 REGIONAL TRANSPORTATION PLAN

The Regional Transportation Plan (RTP) is the vision created by the WFRC with direct input from cities. Updated every four years, the RTP sets forth a strategy for regional transportation investments for all modes according to the collective vision of increasing quality of life in the region. The plan also details phased investment recommendations (Phase One: 2019 to 2030, Phase Two: 2031 to 2040, Phase Three: 2041 to 2050).

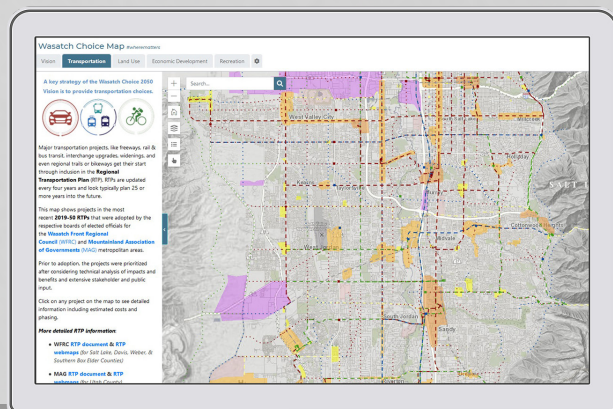
The RTP calls for approximately 137 new miles of active transportation facilities within the Mid-Valley region, with 87 miles of facilities recommended in Phase One, 47 miles of facilities recommended in Phase Two, and three miles recommended in Phase Three. For more information, as well as a full list of projects in the Mid-Valley area, visit the website at <https://wfr.org/vision-plans/regional-transportation-plan/2019-2050-regional-transportation-plan/>

WFRC TRANSPORTATION AND LAND USE CONNECTION PROGRAM

The WFRC Transportation and Land Use Connection program provides technical assistance to communities in their planning efforts to reduce travel demand and plan for future growth, implementing the Wasatch Choice Regional Vision. This program is a partnership between WFRC, UTA, UDOT, SLCo, and others and operates in conjunction with the RTP.

The Mid-Valley ATP was funded in part by the WFRC's Transportation and Land Use Connection (TLC) program.

Learn more about this program at <https://wfr.org/programs/transportation-land-use-connection/>

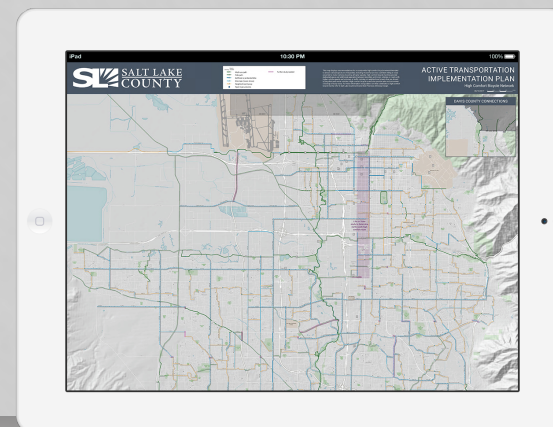


WFRC WASATCH CHOICE REGIONAL VISION

The Wasatch Choice Regional Vision is a map that reflects the shared community goals for transportation investments, land use, and economic development to bring about preferred outcomes at the local and regional scales. The vision focuses on four key strategies:

- provide transportation choices
- support housing options
- preserve open space, and
- link economic development with transportation and housing decisions.

Learn more about the Wasatch Choice Regional Vision at <https://wfrc.org/vision-plans/wasatch-choice-2050/>



SLCO ACTIVE TRANSPORTATION IMPLEMENTATION PLAN

Salt Lake County aims to provide safer, more sustainable transportation options for residents and visitors alike by creating a valley-wide, high-comfort, connected bicycle network through its 2017 Active Transportation Implementation Plan (ATIP). This plan identifies and prioritizes bicycle routes and enhancements between communities, community destinations, public transit, and other regional routes. The ATIP compiles prior plans and studies from UDOT, UTA, regional partners, the County, and cities. The ATIP exists as a detailed and living map that documents planned and existing active transportation routes.

Learn more about this plan at <https://slco.org/planning-transportation/transportation-portal/active-transportation/>

EXISTING CONDITIONS AT-A-GLANCE • ALL SIX CITIES



COTTONWOOD HEIGHTS



HOLLADAY



MIDVALE



MILLCREEK



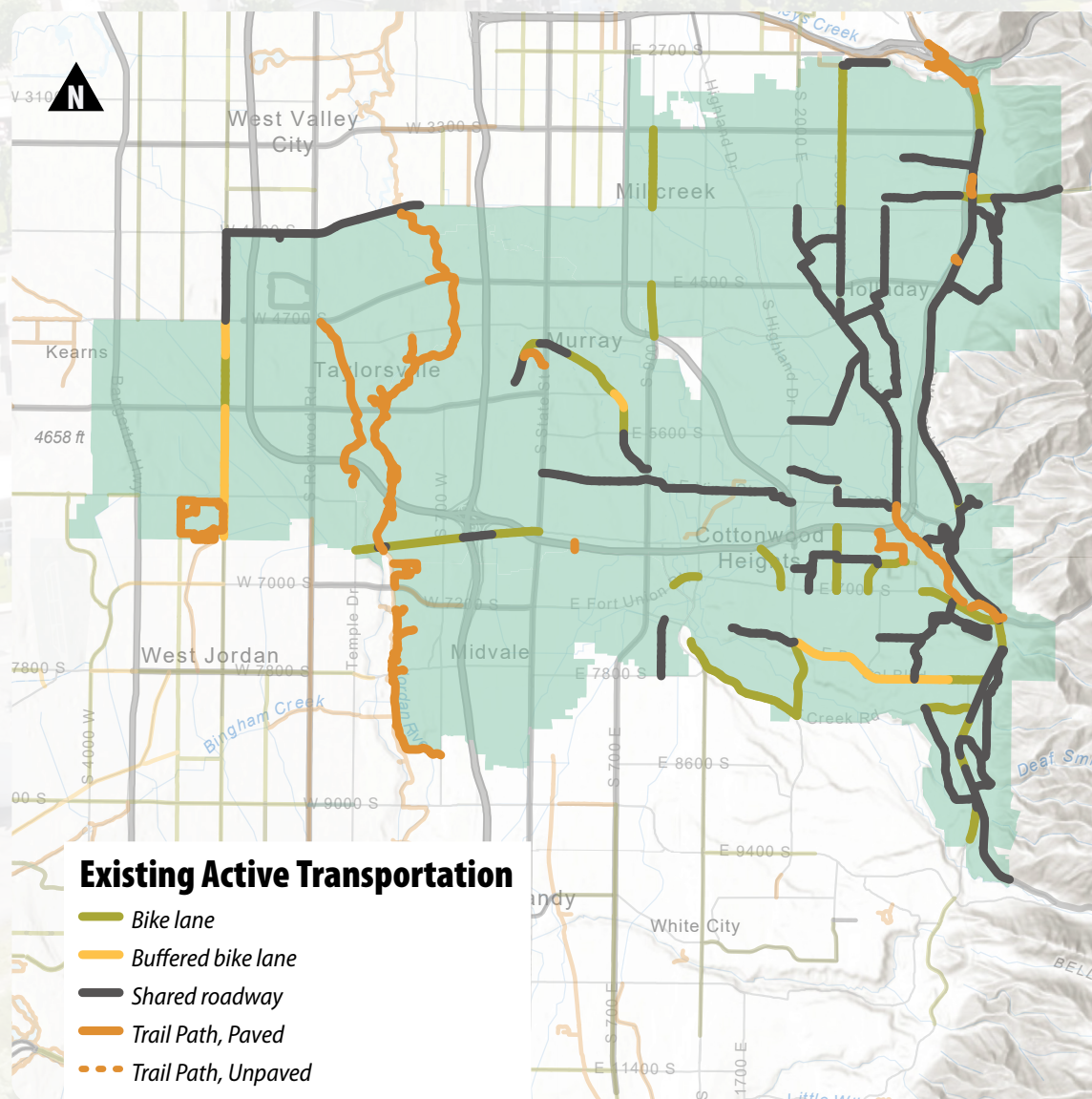
MURRAY



TAYLORSVILLE

All six cities currently have **88 MILES** of existing Active Transportation Facilities

MILES	TYPE
16.8	Bike Lanes
3.9	Buffered Bike Lanes
43.1	Shared Roadway
22.7	Trails/Paths
1.5	Other



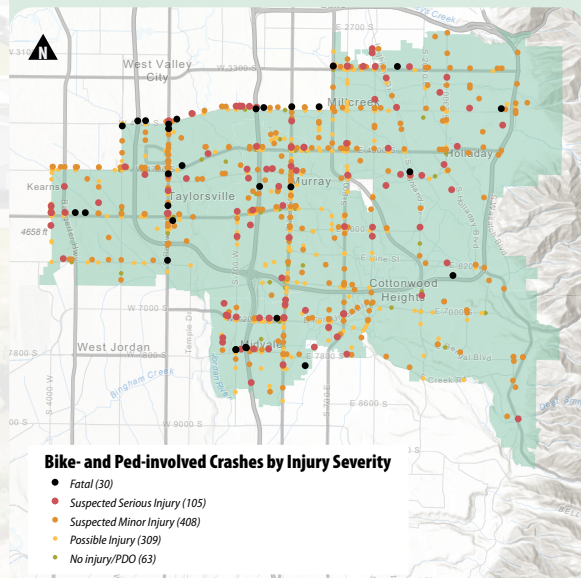
ACTIVE-TRANSPORTATION-RELATED CRASHES

(2014 - 2018)

915 Total

585 Pedestrian-involved
Crashes

330 Bicyclist-involved
Crashes

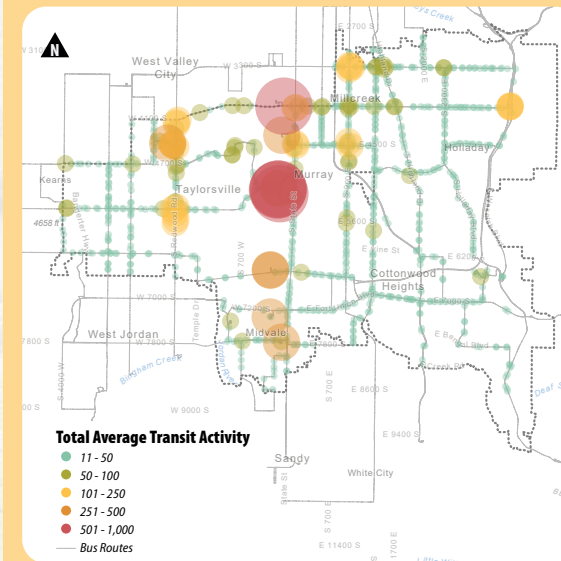


ACTIVE-TRANSPORTATION-RELATED CRASHES BY INJURY

AMT	INJURY
30	Fatal
105	Suspected Serious Injury
408	Minor Injury
309	Possible injury
63	No Injury

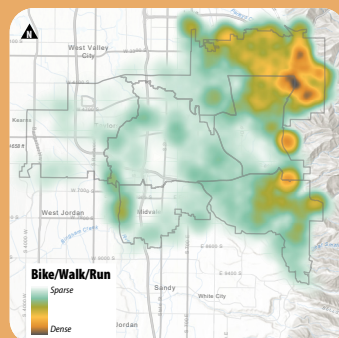
TRANSIT ACTIVITY

Total average daily boardings and alightings at bus stops (2019).



STRAVA

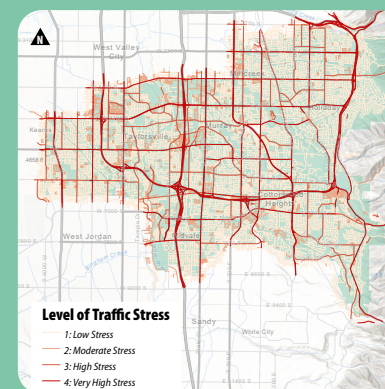
Strava is a mobile app and website that uses GPS tracking to record the route of a cyclist, runner, jogger, walker, etc. The data provides information about where some people are participating in active transportation. This data is only representative of a small segment of the general population. It doesn't represent all active transportation users, just those that have and use the app. However, it is beneficial to see where these active transportation trips occur along the road network.



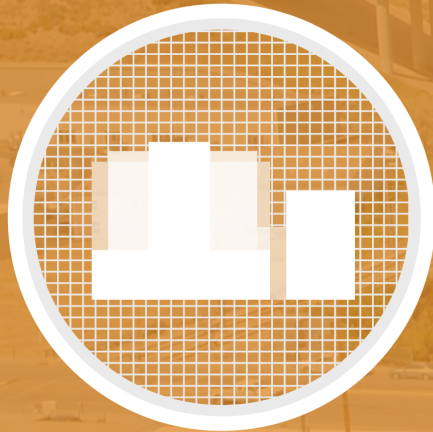
TOTAL ORIGINS AND DESTINATIONS

LEVEL OF TRAFFIC STRESS

Level of Traffic Stress (LTS) is a 1-4 rating system, where 1 is the most comfortable road for an active transportation user, and 4 is the least comfortable road. When each bikeway's LTS is determined, bikeway network connectivity can be evaluated by comfortability.



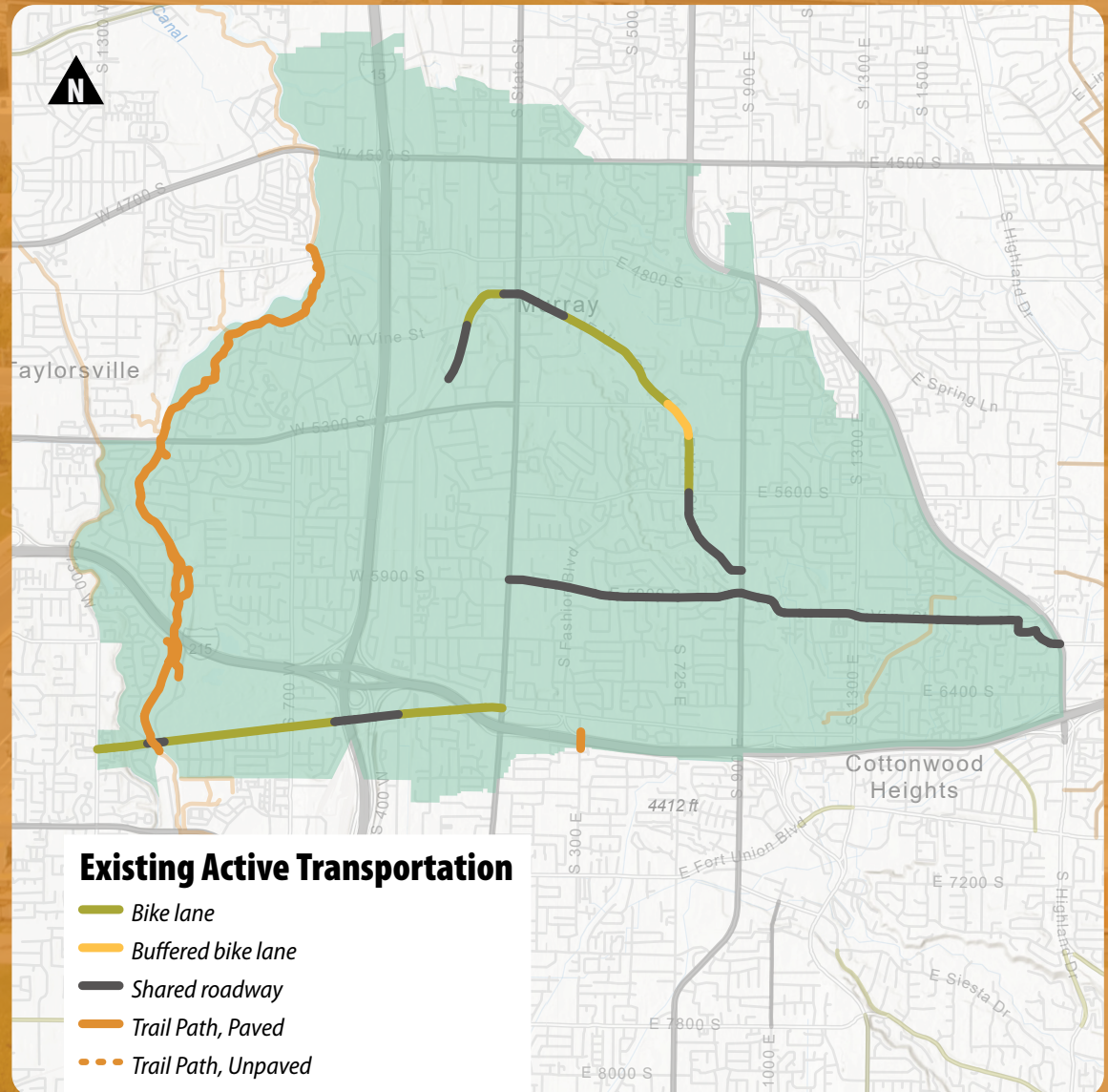
EXISTING CONDITIONS AT-A-GLANCE • MURRAY



MURRAY

Murray currently has **13 MILES** of existing Active Transportation Facilities

MILES	TYPE	% OF ALL 6 CITIES
3.0	Bike Lanes	18%
0.2	Buffered Bike Lanes	5%
4.6	Shared Roadway	11%
5.3	Trails/Paths	23%
0	Other	0%



ACTIVE-TRANSPORTATION-RELATED CRASHES

(2014 - 2018)

Total: **224**

25% of all AT crashes in all six cities



Pedestrian-involved: **136**

23% of all 6 cities

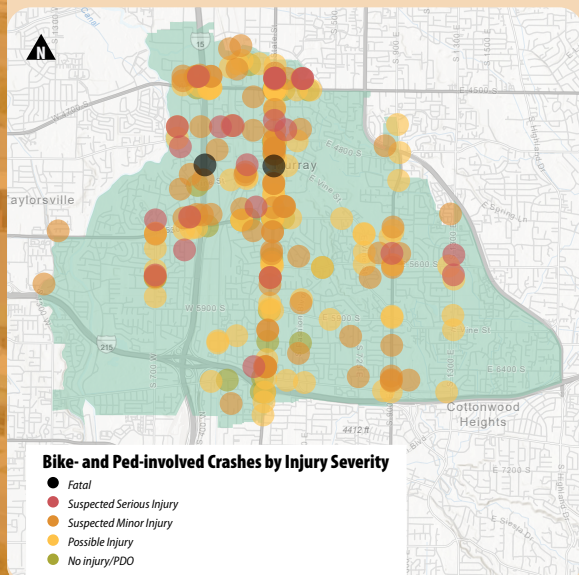


Bicyclist-involved: **88**

37% of all 6 cities

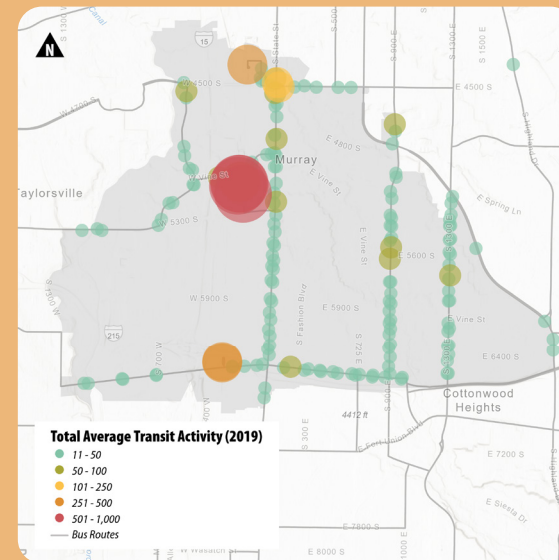
ACTIVE-TRANSPORTATION-RELATED CRASHES BY INJURY

AMT	INJURY	% OF ALL SIX CITIES
2	Fatal	7%
22	Suspected Serious Injury	21%
88	Minor Injury	30%
85	Possible injury	22%
27	No Injury	47%



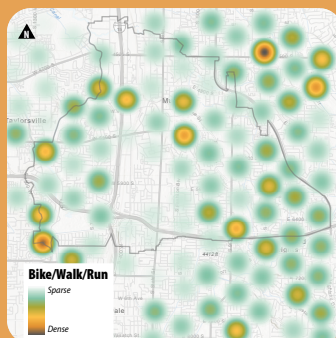
TRANSIT ACTIVITY

Total average daily boardings and alightings at bus stops (2019).



STRAVA

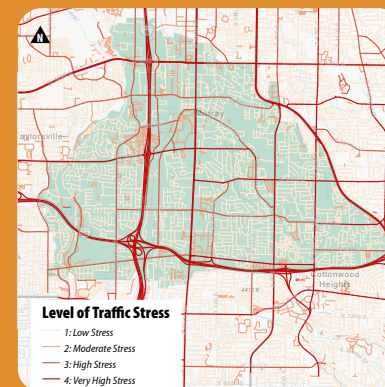
Strava is a mobile app and website that uses GPS tracking to record the route of a cyclist, runner, jogger, walker, etc. The data provides information about where some people are participating in active transportation. This data is only representative of a small segment of the general population. It doesn't represent all active transportation users, just those that have and use the app. However, it is beneficial to see where these active transportation trips occur along the road network.



TOTAL ORIGINS AND DESTINATIONS

LEVEL OF TRAFFIC STRESS

Level of Traffic Stress (LTS) is a 1-4 rating system, where 1 is the most comfortable road for an active transportation user, and 4 is the least comfortable road. When each bikeway's LTS is determined, bikeway network connectivity can be evaluated by comfortability.



ACTIVE TRANSPORTATION INFRASTRUCTURE

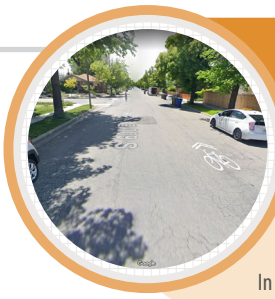
This section provides an overview of the active transportation infrastructure types discussed in this plan and provides instances where they may exist in Murray.

BIKE LANES



This type of bikeway uses signage and striping to delineate the right-of-way assigned to bicyclists and motorists. Bike lanes encourage predictable movements by both bicyclists and motorists. Murray has segments of bike lanes on Winchester Street from 1201 East to 1299 East and Vine Street from 1 East to 60 East, among other locations.

NEIGHBORHOOD BYWAYS



Neighborhood byways, also known as bicycle boulevards and neighborhood bikeways, are residential streets where bicycles and pedestrians are given priority. In Murray, this includes 5900 South.

SHOULDER BIKEWAY



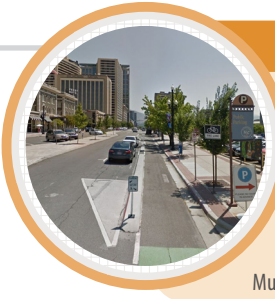
Shoulder bikeways are paved shoulders of rural roads that provide an area for bicycling that reduces speed conflicts with faster-moving motor vehicles. Paved shoulders typically do not meet accessibility requirements for pedestrians.

BUFFERED BIKE LANES



Like bike lanes, buffered bike lanes use signage and striping to delineate the right-of-way assigned to bicyclists and motorists. A buffered bike lane includes a one- to three-foot-wide striped zone between either the travel lane, or the parking lane, or both. Notable buffered bike lanes can be found on Vine Street from 641 East to 729 East.

PROTECTED BIKE LANE



Protected bike lanes are bike lanes separated from vehicle traffic lanes by curbing, on-street parking, planters, or other physical barriers. There are currently no examples of this in Murray.

SIDEWALK



Sidewalks are paved footpaths commonly found adjacent to roads, separated by a buffer of some sort like park strips.

MULTI-USE PATH



These combination trail/bikeway facilities are separate from roads and are for bicyclists and pedestrians. These can also be considered urban trails. Some of Murray's notable multi-use paths include the Jordan River Parkway Trail

SHARED ROADWAYS



Shared roadways are designated bicycle routes where bicyclists and cars operate within the same travel lane. These facilities may be marked with wayfinding signage and/or shared lane markings ('sharrows'). Examples of a shared roadway in the area includes Winchester Street from 367 to 1199 East and Vine Street from 61 East to 5711 South.

TRAIL PATH



A trail path is an off-road passage typically alongside rivers, lakes, canals, etc. Similar to a multi-use path, trails allow people to walk, hike, or other uses. Trail paths may be paved or unpaved. Some of Murray's trails include the Jordan River Parkway Trail

Existing active transportation facilities are dispersed throughout the six cities. Many people use these facilities on foot, bike, or however a person decides to travel from point A to point B. Where active transportation facilities do not exist, people still rely on active transportation to travel. This chapter highlights the existing conditions for the Mid-Valley study area through the level of traffic stress (LTS) for people cycling alongside the roadway network, current safety conditions for pedestrians and bicyclists, and levels of active transportation participation through STRAVA data, an app that tracks users travel behavior on a voluntary basis. For more information, refer to the **STRAVA** section of this Plan.



-  *Bike lane*
-  *Buffered bike lane*
-  *Shared roadway*
-  *Trail Path, Paved*
-  *Trail Path, Unpaved*

MID-VALLEY ACTIVE TRANSPORTATION PLAN | MURRAY

ALL SIX CITIES

30 ●●●●●●

LEVEL OF TRAFFIC STRESS • ALL SIX CITIES

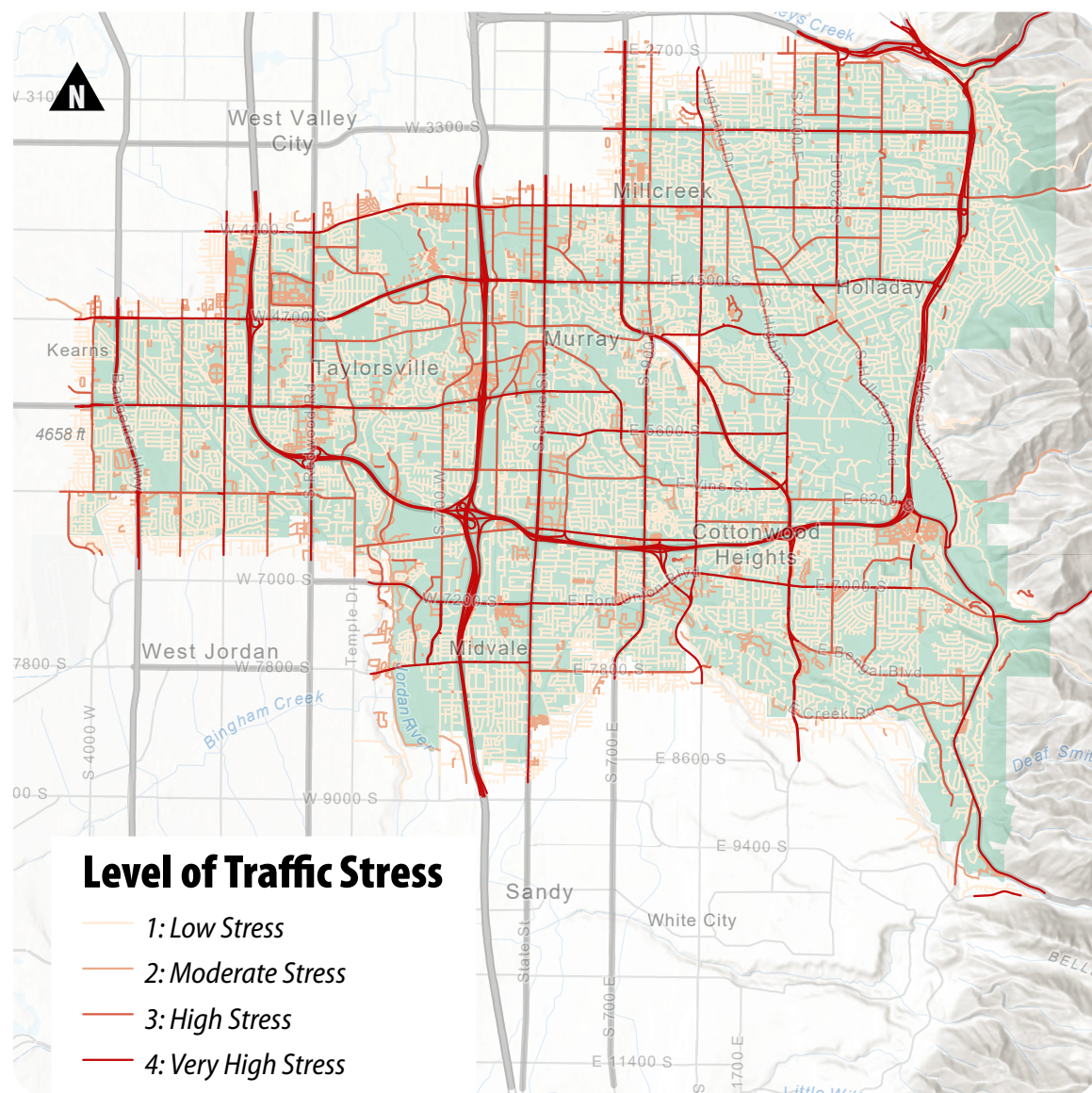


Figure 8. Level of Traffic Stress (LTS) for the Mid-Valley region

GENERAL CATEGORIES OF BICYCLE RIDERS

STRONG & FEARLESS 1%



ENTHUSED & CONFIDENT 9%



INTERESTED BUT CONCERNED 53%



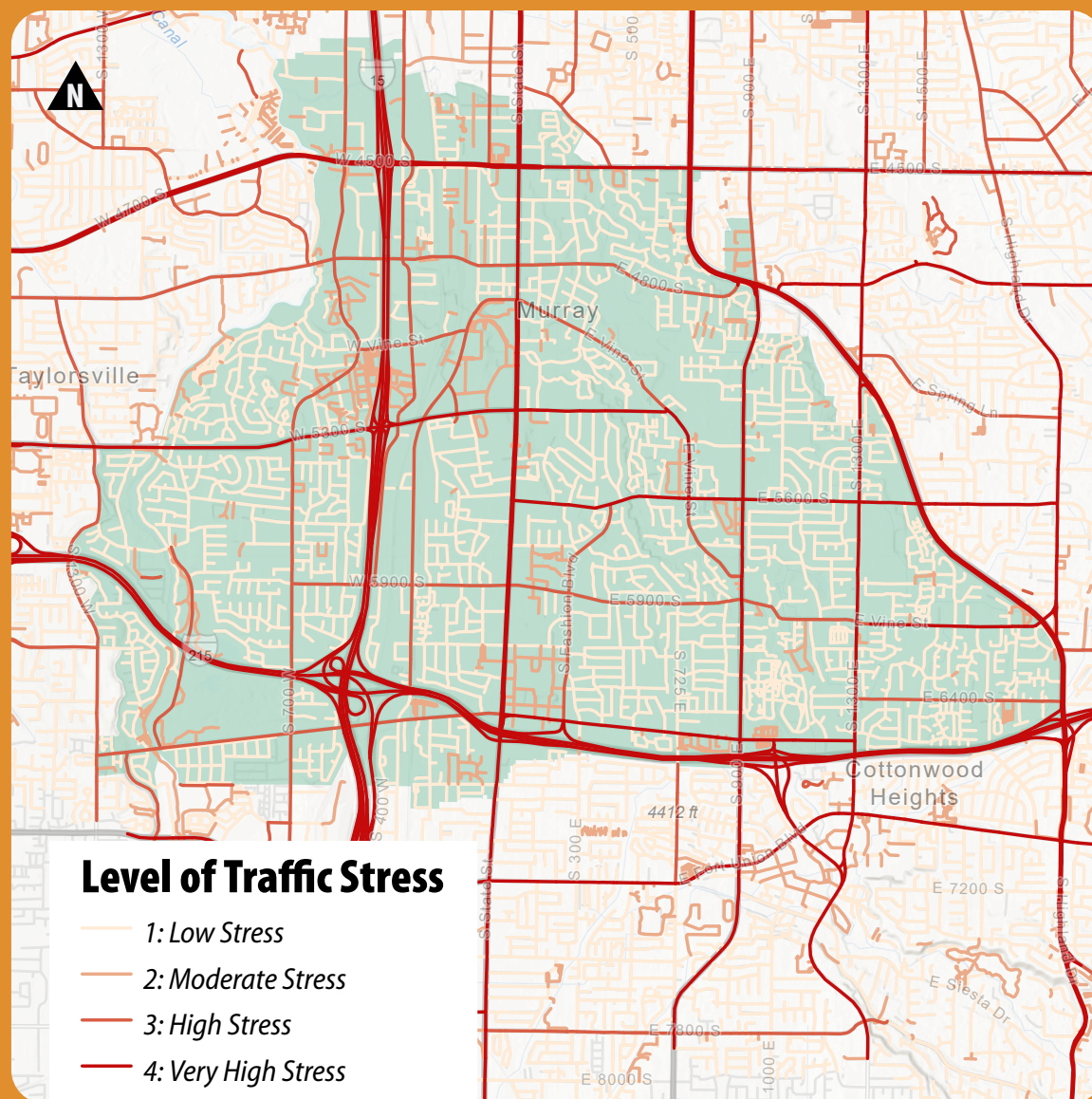
NOT ABLE OR INTERESTED 37%



Figure 9. General categories of bike riders.
Data source: Portland Bureau of Transportation

Safety, comfort, and connectivity are three key indicators that determine who and how many people ride on a bicycle facility. The public can be divided into general categories of bicycle ridership, with most people being “interested but concerned” when riding bikes on the road. This information is often a factor in determining why a certain facility type is recommended when designing active transportation facilities. Figure 9 shows the four general types of bike riders.

Level of traffic stress (LTS) is a rating system based on the numbers 1-4, where 1 is the most comfortable or least stressful road for an active transportation user, and 4 is the least comfortable or most stressful road. Evaluating LTS can help planners understand what type of rider will feel comfortable and safe in a given facility. When each bikeway's LTS is determined, bikeway network connectivity can be evaluated by the level of comfort.



ALL SIX CITIES

32 ●●●●●●●●

CRASHES AND SAFETY ANALYSIS • ALL SIX CITIES

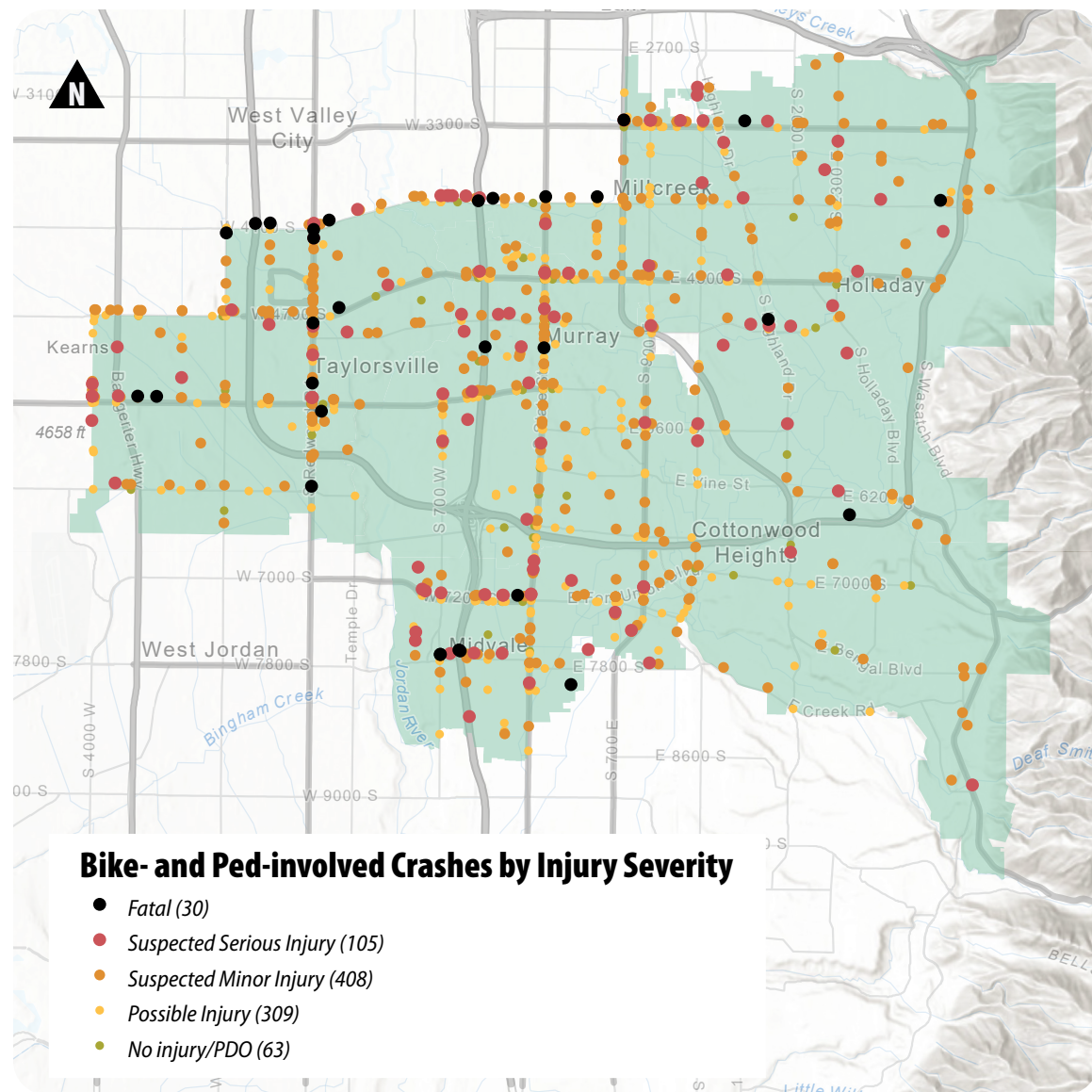


Figure 11. Pedestrian and bicycle-related vehicle crashes in all six cities.
Data source: UDOT, Numetrics.

FATAL AND SERIOUS INJURY CRASHES BY MODE FOR EACH CITY (2014 - 2018)

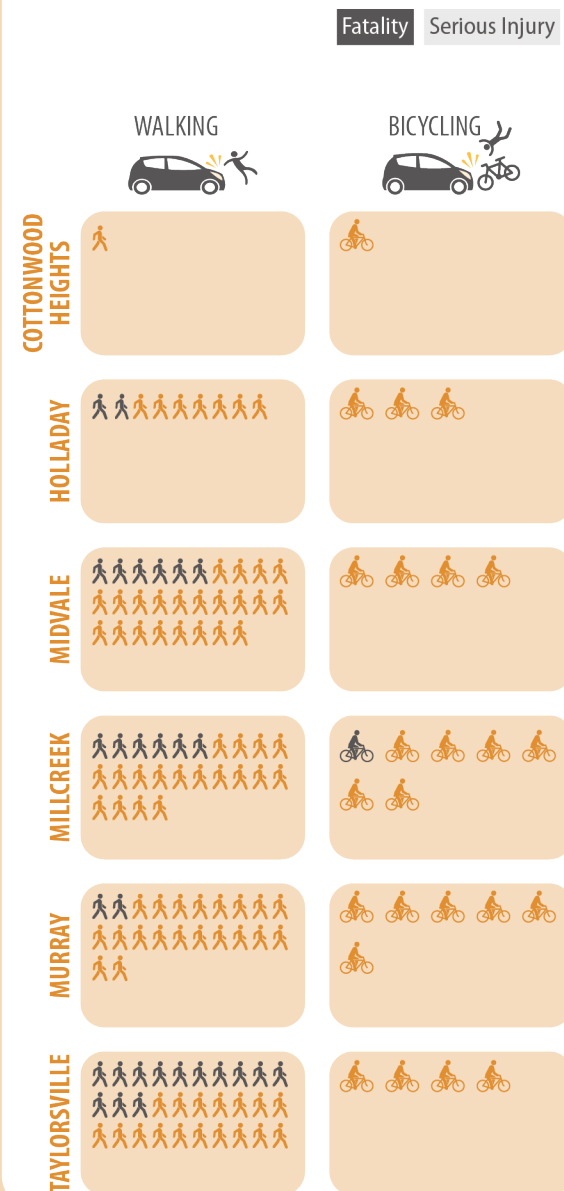
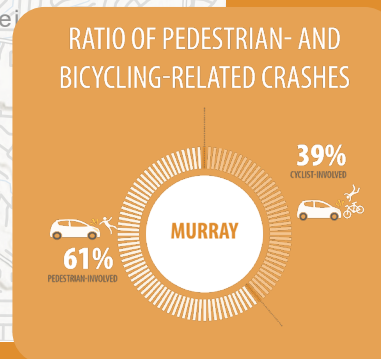


Figure 12. Fatal and serious crashes by mode.
Data source: UDOT Numetrics

MID-VALLEY ACTIVE TRANSPORTATION PLAN | MURRAY



ALL SIX CITIES

34 ●●●●●●

CRASH DENSITY • ALL SIX CITIES

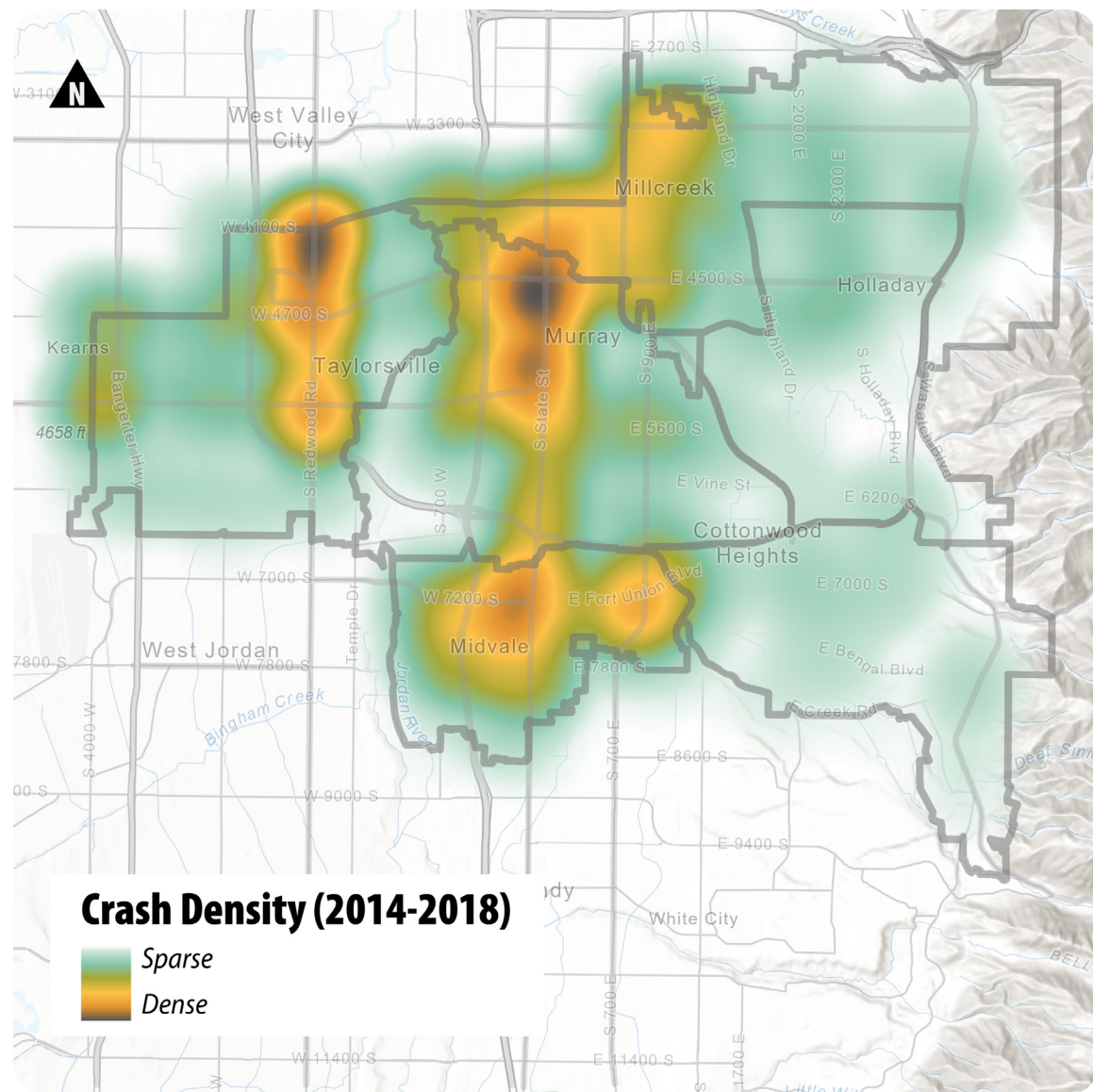


Figure 14. Overall pedestrian- and bicyclist-involved vehicle crash density.
Data source: UDOT, Numetrics.

RECOMMENDED ACTIVE TRANSPORTATION FACILITY TYPE BY ROADWAY CONTEXT

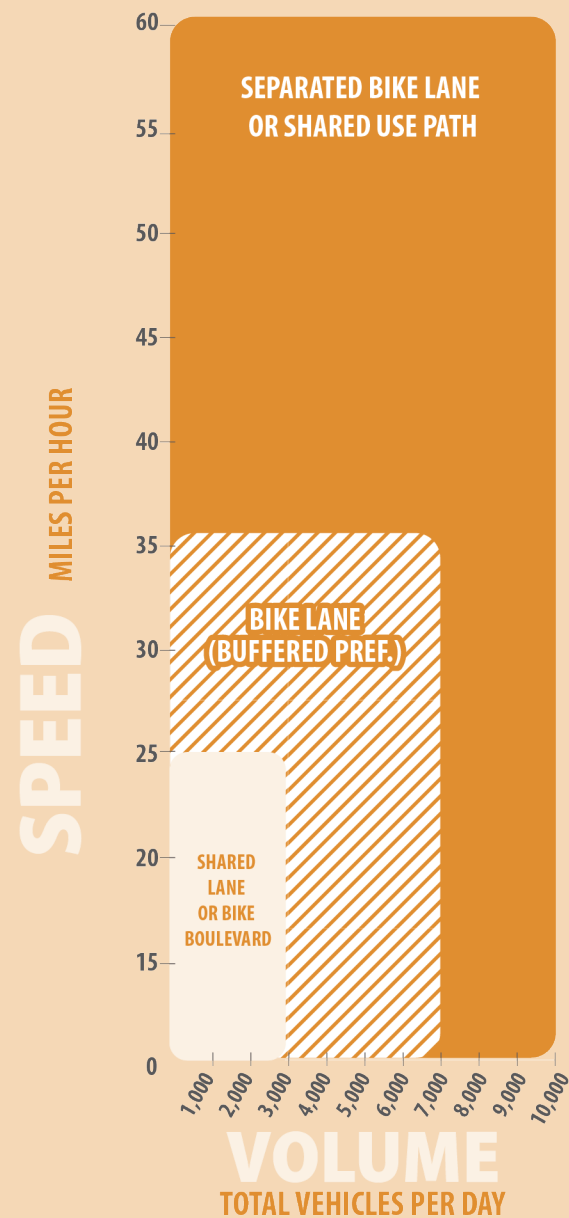


Figure 15. Recommended active transportation facility type by roadway context.
Data Source: Bikeway Selection Guide.

The Federal Highway Administration (FHWA) offers guidance for selecting the appropriate active transportation design depending on roadway type. Figure 15 shows the level of protection recommended by the FHWA. By ensuring that a project's location and the design choice for a project dovetail with recommendations such as these will greatly benefit specific areas of concern throughout the Mid-Valley ATP study area. More information can be found at https://safety.fhwa.dot.gov/ped_bike/tools_solve/docs/fhwasa18077.pdf.

ALL SIX CITIES

36 ●●●●●●

STRAVA-BASED WALKING AND BICYCLING TRIPS • ALL SIX CITIES

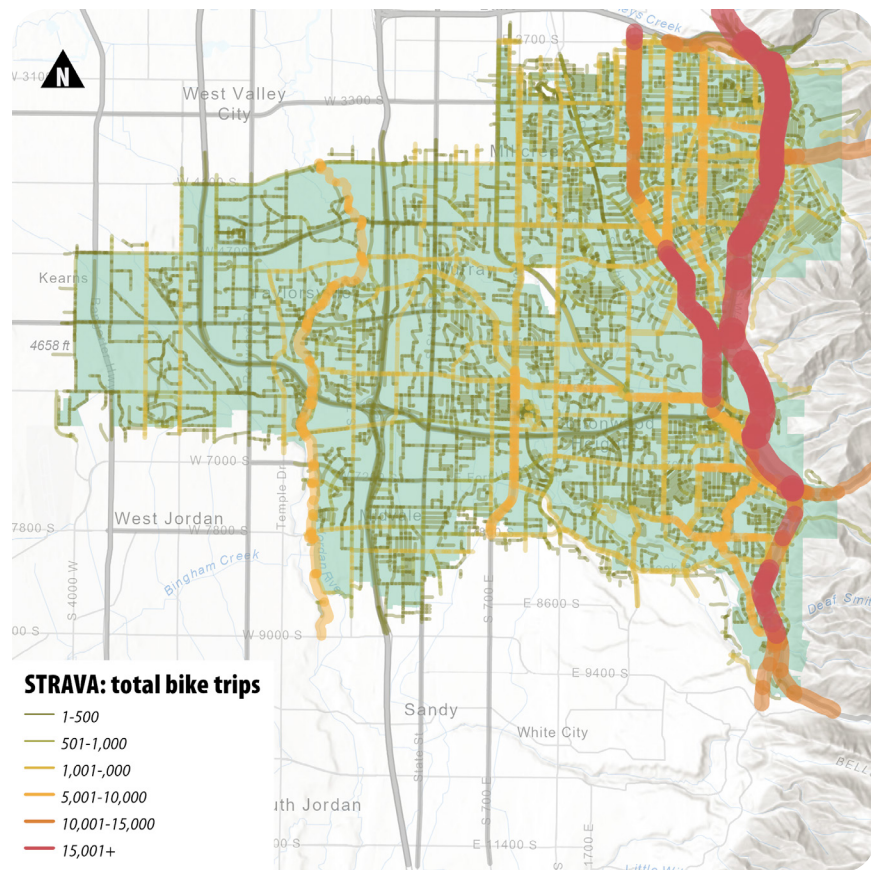


Figure 17. Total STRAVA bike trips for all six cities

Strava is a mobile phone app that uses GPS tracking to record the route of a cyclist, runner, jogger, walker, etc., along a specific route. The data provides information about where people are participating in active transportation. The data only represents people who use the app and does not represent all active transportation users. However, it is beneficial to see where these active transportation trips occur along the road network in the Mid-Valley study area. While certain routes, mainly those that run along roads that are classified

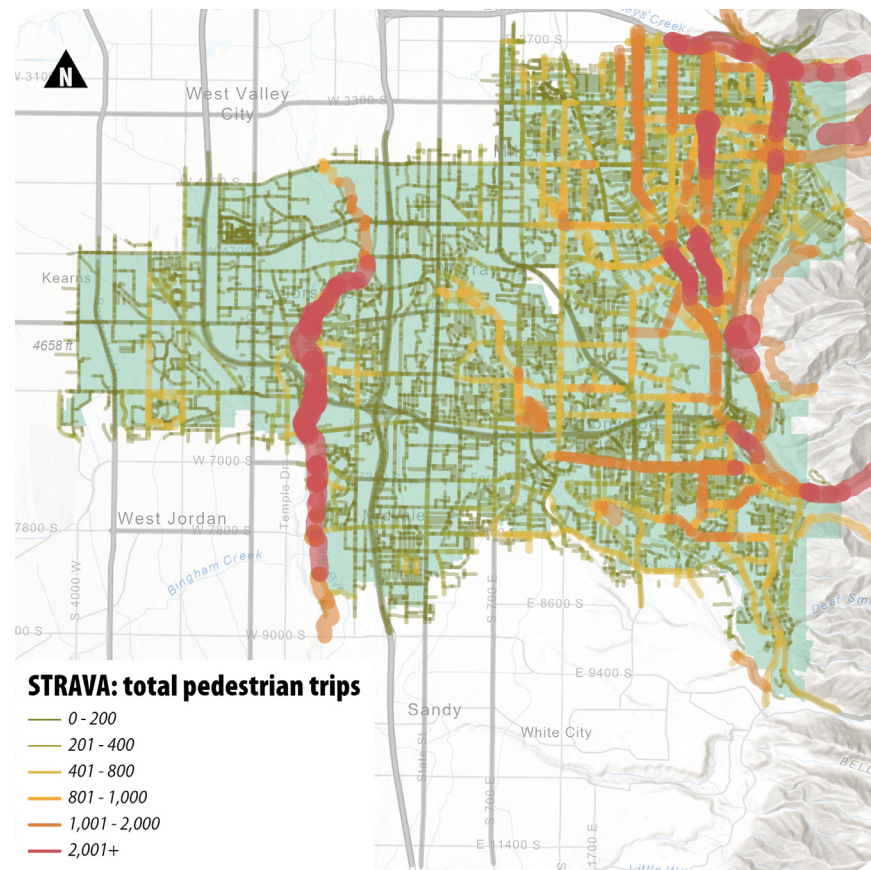


Figure 18. Total STRAVA pedestrian trips for all six cities

as arterials and collectors, such as Wasatch Boulevard, receive the highest amount of use, it should be noted that a significant number of local streets have recorded trips on them. When this data is viewed alongside existing active transportation facilities, it may help identify which facilities receive the highest use or where there is an unmet demand for active transportation infrastructure.

STRAVA-BASED DATA WALKING AND BICYCLING TRIPS • MURRAY

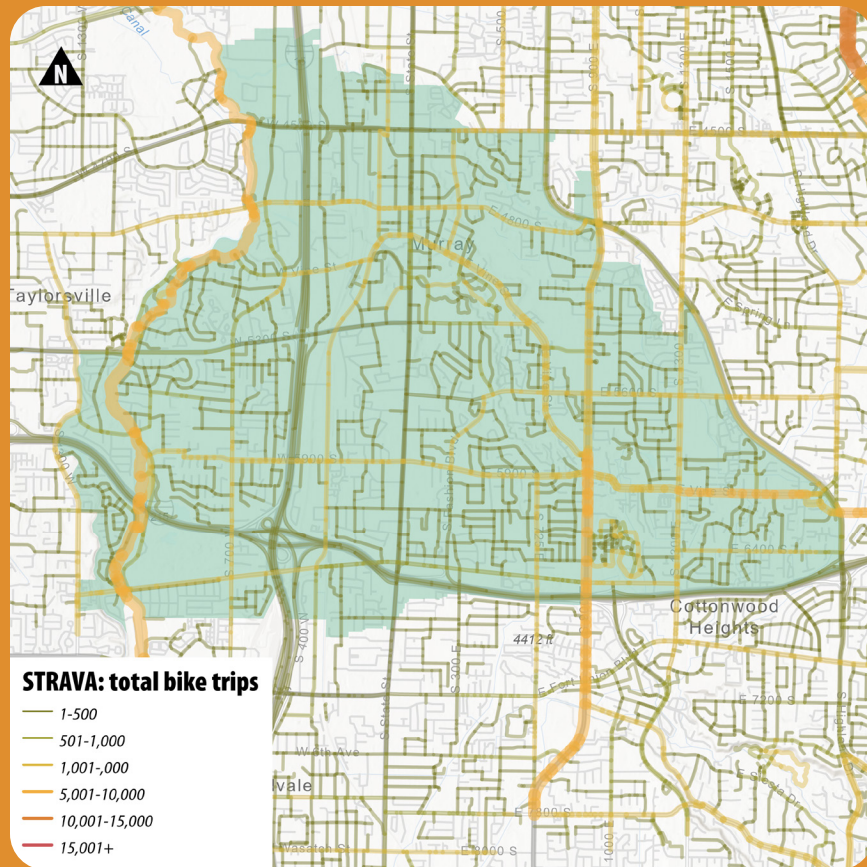


Figure 19. Total STRAVA bike trips for Murray

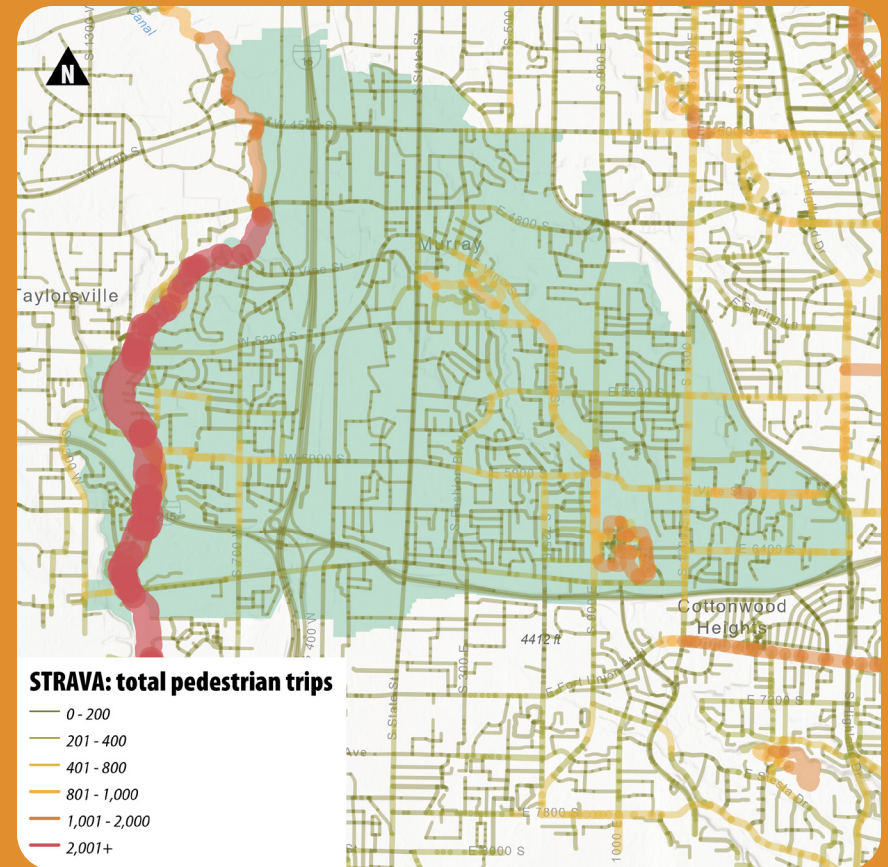


Figure 20. Total STRAVA pedestrian trips for Murray

ALL SIX CITIES

38 ●●●●●●

STRAVA-BASED TRIPS: ORIGINS & DESTINATIONS • ALL SIX CITIES

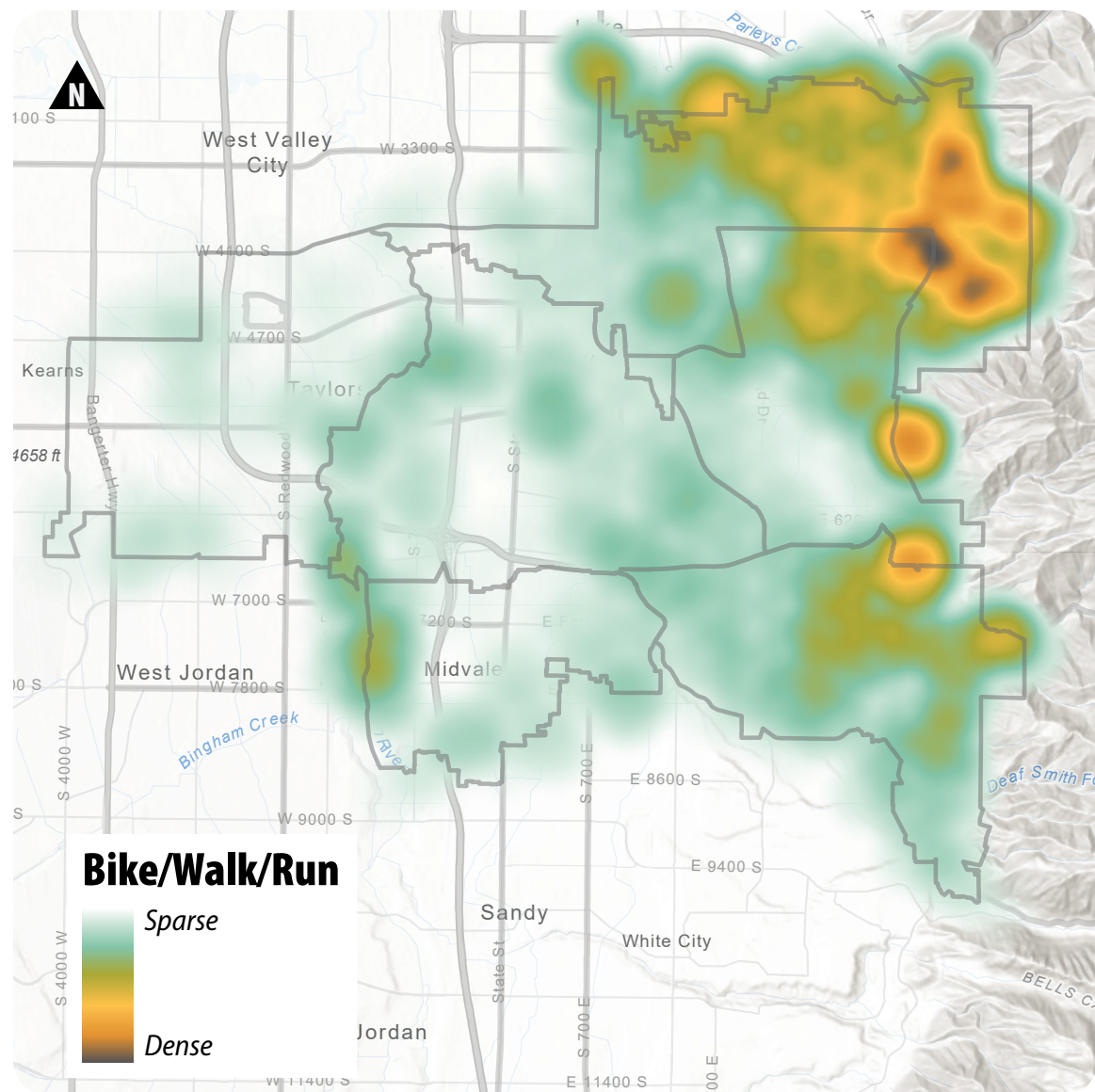


Figure 21. STRAVA-based Trips: Key Origins and Destinations for all six cities.

STRAVA

This data, while helpful in illustrating patterns of walking and bicycling activity in the east half of the study area, provides limited insights on patterns in the west half of the study area. UTA's transit boarding data provides an alternate source to understand how people are traveling, often including a bike or walk trip on either side of a transit trip. Figures 24 and 26 shows estimated totals of daily boardings from UTA bus stops and TRAX and FrontRunner stations in 2019. Figure 25 shows boardings both by transit type and by city, also in 2019. Most transit trips include active transportation during the first mile or the last mile leg of a trip. It is much less likely that a transit stop will be directly next to both a trip's origin and destination than the likelihood that a person will need to walk or bike to a transit stop. These first- and last-mile connections are very important and can make the difference between transit being a burden or a convenience. A community with an effective transit system needs to provide active transportation access to and from stops, which means there needs to be connected pedestrian and bicycle networks that provide access.

ALL SIX CITIES

COMBINED STRAVA-BASED ORIGINS AND DESTINATIONS BY CITY (2018)

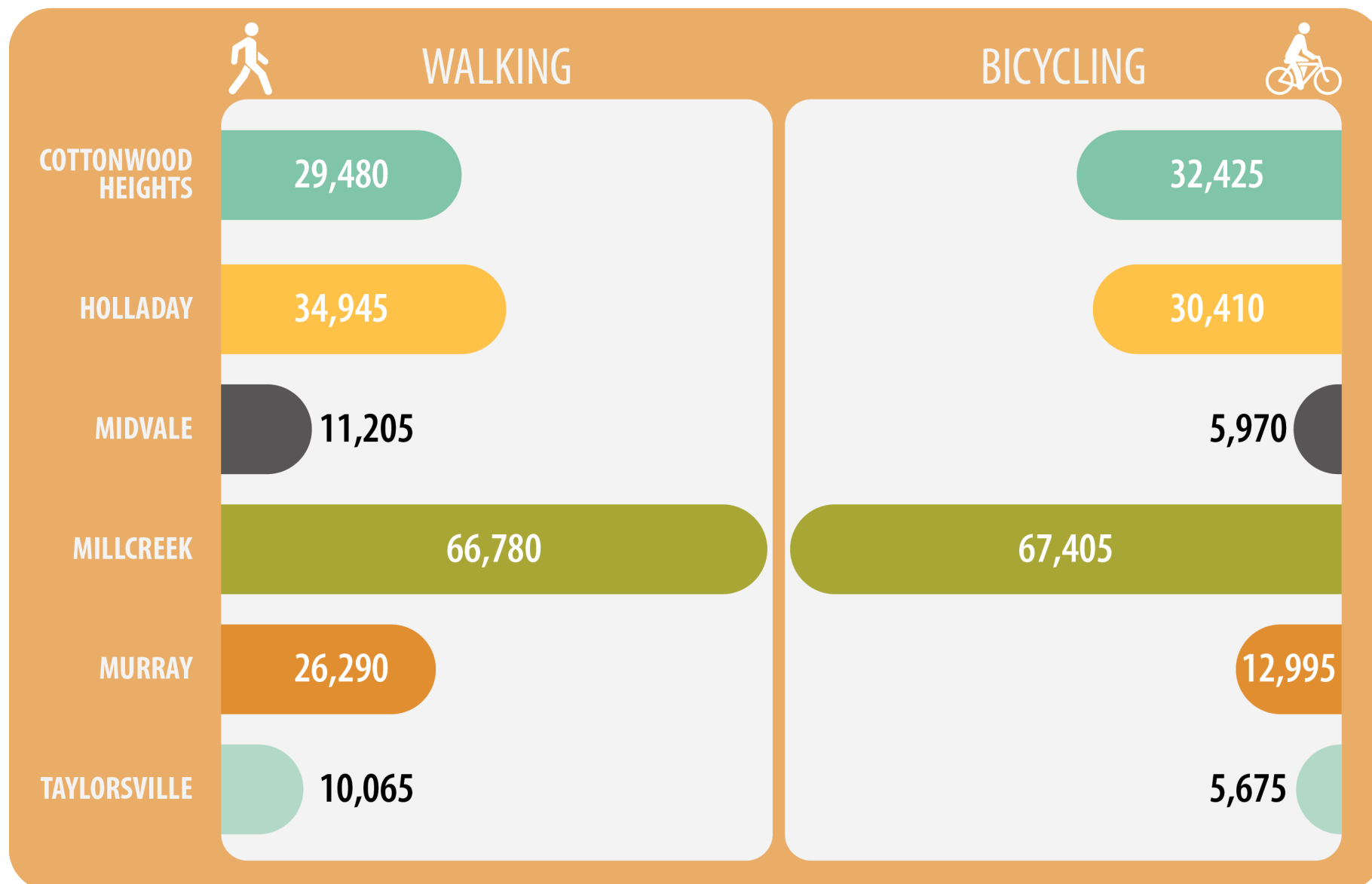
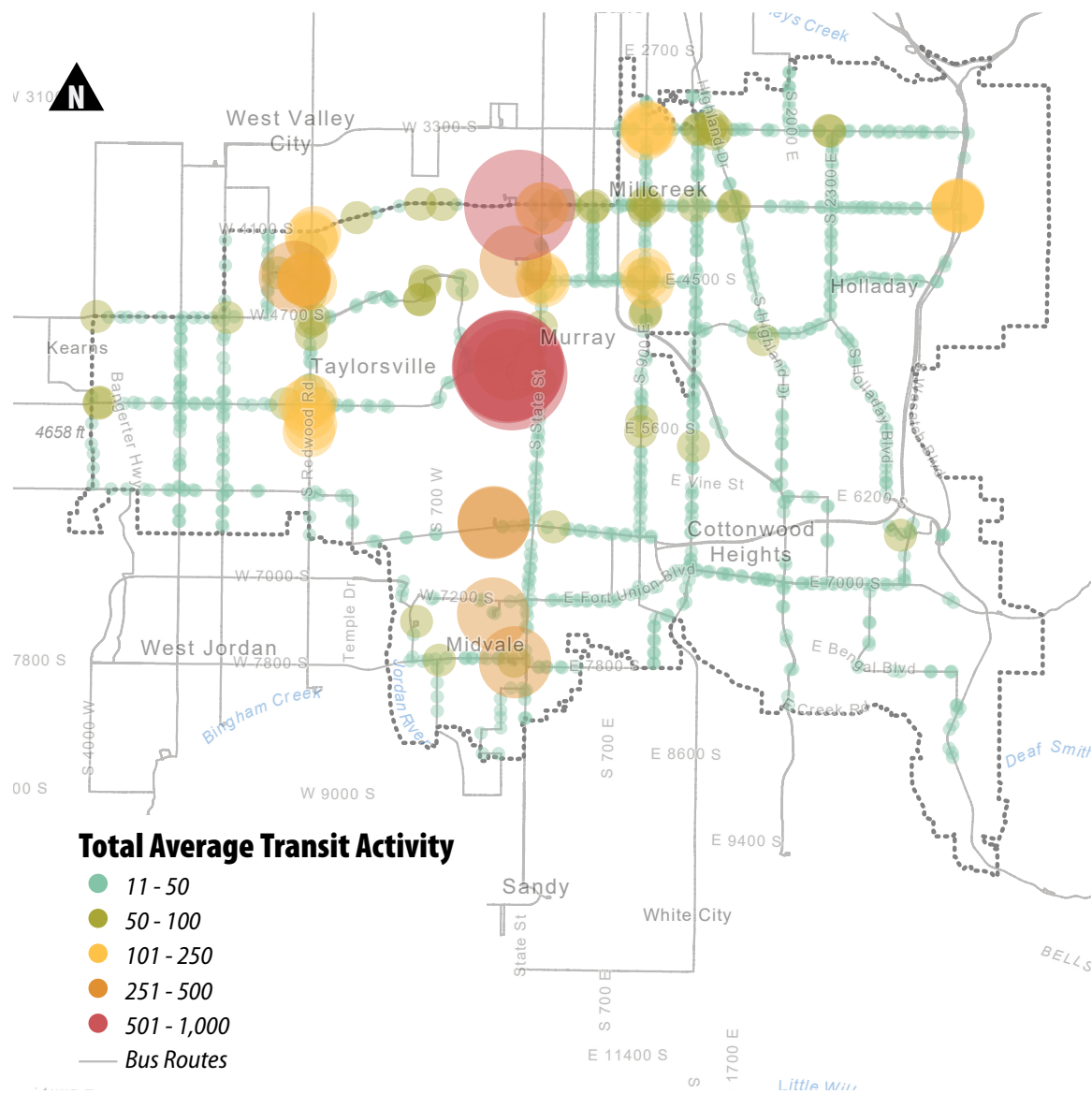


Figure 22. Combined STRAVA-based Key Origins and Destinations by Mode

ALL SIX CITIES

TRANSIT • ALL SIX CITIES



Total Average Transit Activity

- 11 - 50
- 50 - 100
- 101 - 250
- 251 - 500
- 501 - 1,000
- Bus Routes

Figure 23. Total Average daily transit boardings and alightings for all six cities.
Data source UTA

AVERAGE DAILY TRANSIT BOARDINGS & ALIGHTINGS (2019) BY CITY

22,640 TOTAL AVERAGE DAILY BOARDINGS + ALIGHTINGS

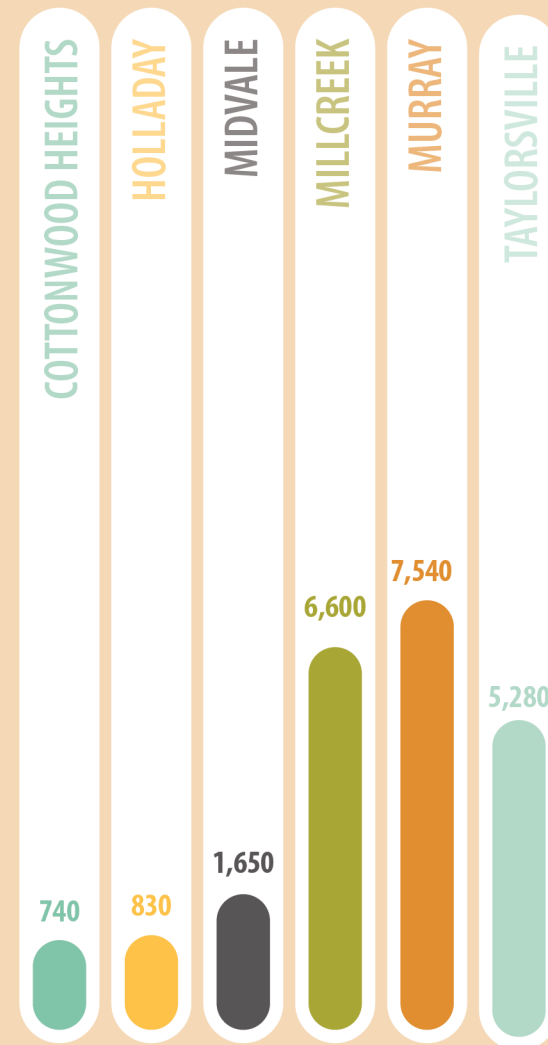


Figure 24. Total Average daily boardings and alightings for all six cities.
Data source UTA

TRANSIT • MURRAY

The combination of the crash and safety, STRAVA, and transit boarding data help create a broader picture of who participates in active transportation. The maps in this chapter show that where crash numbers are highest, STRAVA use totals are at their lowest. Conversely, where STRAVA use is at its highest, few crashes are recorded. Both data sets show where active transportation is occurring, just by using different methods of measurement.

The transit boarding and alighting data overlap more with the crash and safety data and less with STRAVA. Transit's highest level of ridership exists along corridors with high traffic volume and where shopping, businesses, and popular destinations are located. Many of these locations are also where pedestrians are at higher risk of injury from motorists. This is due to high traffic speeds combined with numerous road access points, the type of land use, and a lack of sufficient active transportation facilities.

Many different demographic groups participate in active transportation, and they do so for many different reasons. For some, it is a necessity to accomplish daily tasks like going to work, the grocery store, school, or the bank. At the same time, others may choose to travel by foot or bicycle solely for recreation, relaxation, or health benefits. And between these two ends is a spectrum of people whose reasons for travel may change weekly, daily, or trip by trip.

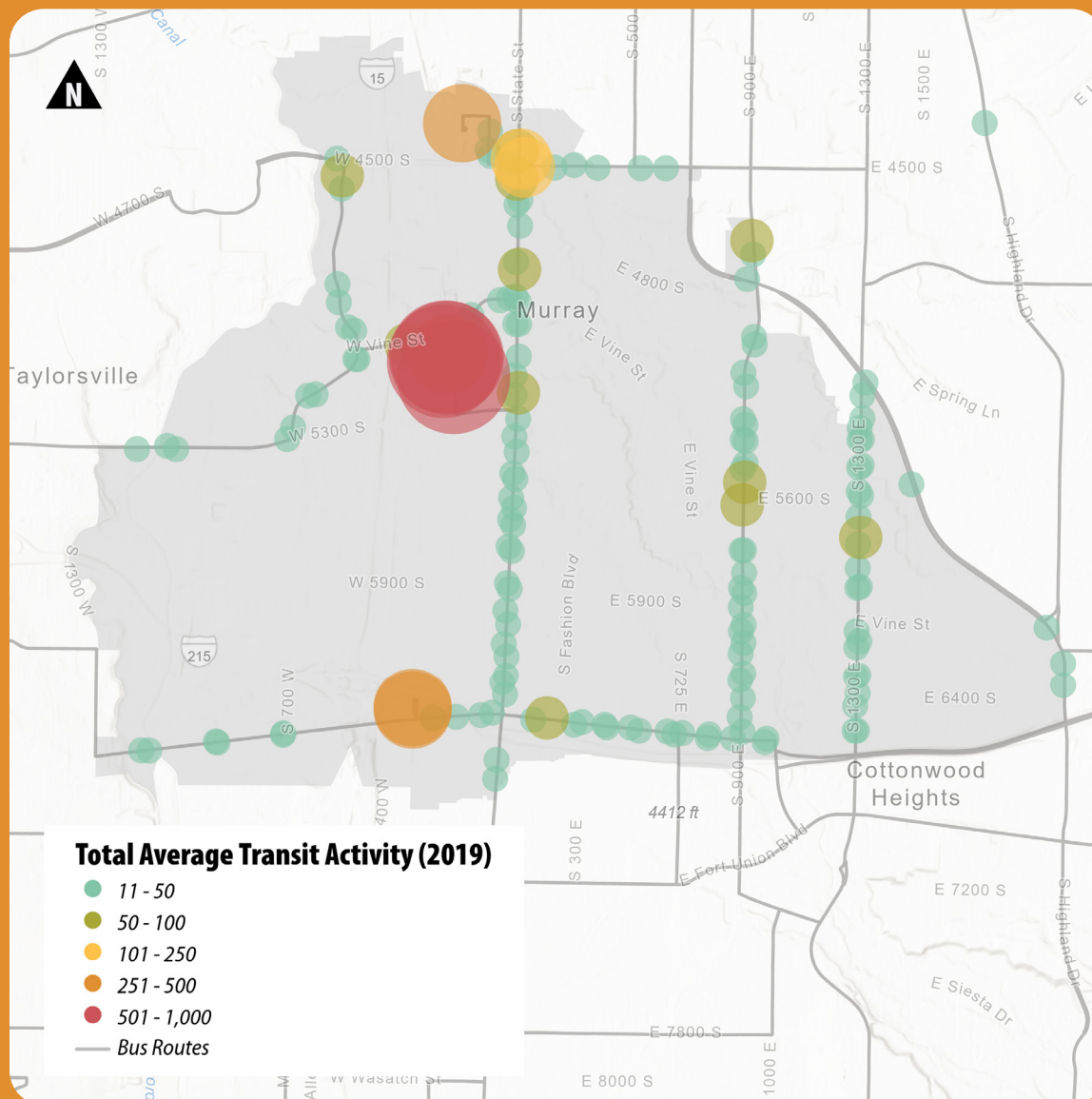


Figure 25. Total Average daily transit boardings and alightings for Murray.
Data source: UTA

CHAPTER 3

VISION, GOALS, AND SUBGOALS



The project team, which included representatives from the six cities, created and approved the following Vision Statement for the Plan:

“WORKING TOGETHER ON A CONNECTED ACTIVE TRANSPORTATION SYSTEM FOR ALL AGES AND ABILITIES.”

Supporting this Vision Statement were the following goal statements:

- Prioritizing safe routes for all
- Completing a connected Backbone Network
- Collaborating for public and multi-city commitment
- Improving access to key origins and destinations

GOALS AND SUBGOALS

Key collaborators developed the Mid-Valley Vision Statement during the Vision workshop held at the UDOT Complex on February 10, 2020. Themes and goals manifested themselves into main themes that became the vision statement’s five goals. The following are the goals, and below each are the subgoals, ideas, and phrases that came out of the visioning process.

PRIORITIZING SAFE ROUTES FOR ALL

- On-street safety
- A greater understanding of the needs of the city and the public
- Making the right decisions for the community

COMPLETING A CONNECTED BACKBONE NETWORK

- Expanding the network.
- No gaps – connecting beyond boundaries
- Improving access to key origins and destinations

COLLABORATING FOR PUBLIC AND MULTI-CITY COMMITMENT

- Connected city plans with a multi-jurisdictional commitment
- Complete buy-in from officials and the public
- Design standards across cities

IMPROVING ACCESS TO KEY ORIGINS AND DESTINATIONS

- Make the dead ends work
- Better east to west, transit, parkway, and community connections
- Proximity and linking to regional and local destinations
- Find parallel routes to state roads if they are unavailable or inaccessible

DEVELOPING AN IMPLEMENTABLE PROJECT LIST





- A living plan that is adaptable
- Utilizing quick wins, phased approach
- Use of existing infrastructure

For each of these goal statements, the project team developed metrics that each potential corridor or project could be evaluated against.

TYING GOALS TO DATA AND OBSERVATIONS

GOALS

HOW WE QUANTIFY IT:

	Identify areas of highest-priority for safety improvements using the High Injury Network (HIN).
	Identify gaps in the existing and planned active transportation network where facilities need to connect communities and cross barriers.
	Tally support for facilities from stakeholder and public comments.
	Identify routes that connect to major centers but lack a comfortable way to get there, using accessibility analysis tools.
	Identify places where demand for active transportation facilities is probably high using a latent demand network.

Each individual proposed option was ranked based on how well it met the metrics outlined above. The process for evaluating these metrics is described in the following chapter.



CHAPTER 4

EVALUATION

DETERMINING WHERE
IMPROVEMENTS ARE NEEDED

EVALUATION

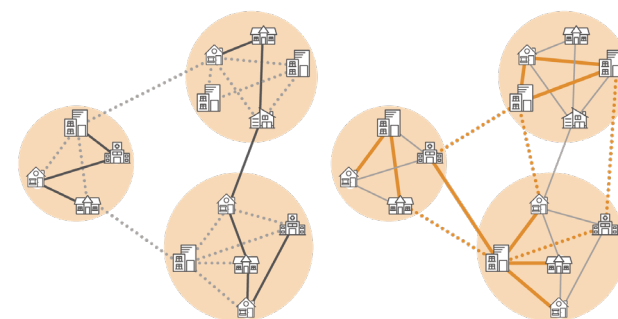
METRICS EVALUATION PROCESS OVERVIEW

The Mid-Valley ATP evaluated options for bicycle corridors throughout the six cities and prioritized those options based on how well they met the goals identified by the cities.

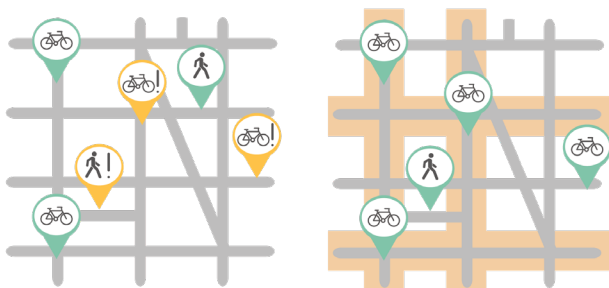
1 PUBLIC AND CITY COLLABORATION



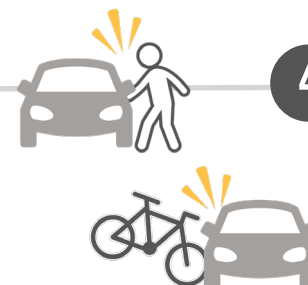
2 CONNECTED BACKBONE NETWORK ANALYSIS



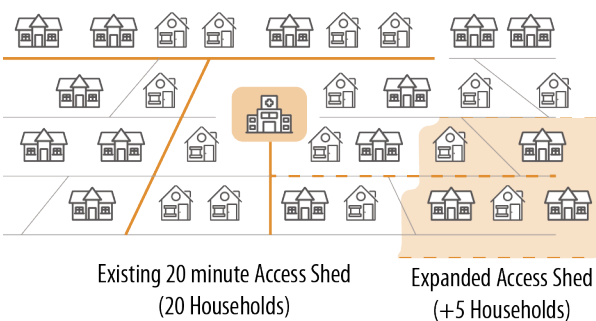
3 HIGHEST POTENTIAL DEMAND



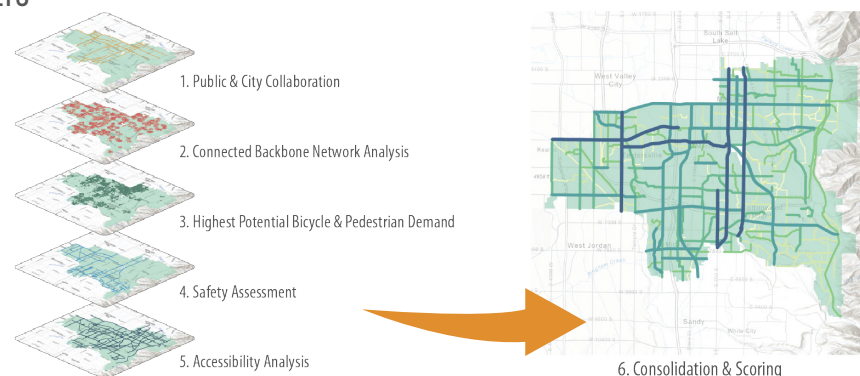
4 SAFETY ASSESSMENT USING THE HIGH INJURY NETWORK (HIN)



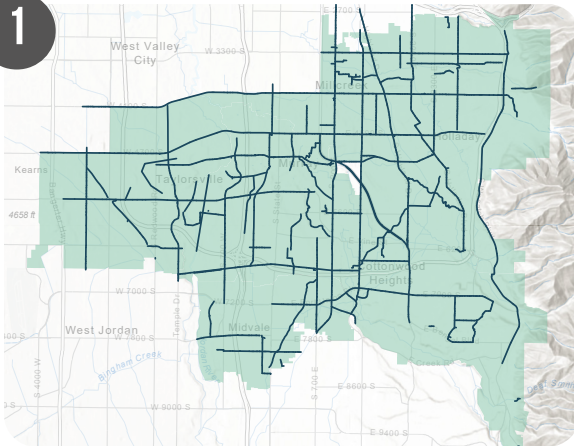
6 RESULTS



5 ACCESSIBILITY TO DESTINATIONS ON THE LEVEL OF TRAFFIC STRESS

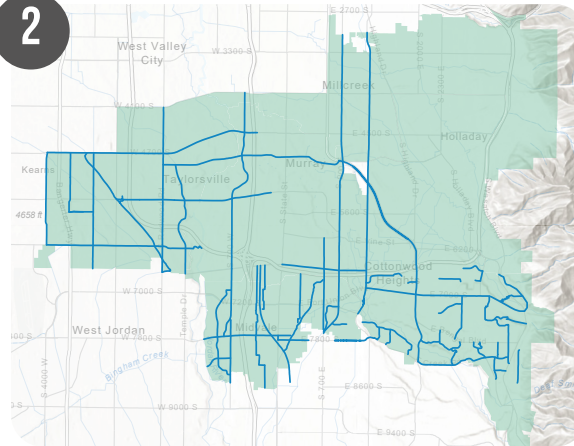


METRICS EVALUATION PROCESS



PUBLIC AND CITY COLLABORATION

The project team gathered comments from both City stakeholders and the public to identify places where people most wanted improvements to cycling and walking facilities. City stakeholders provided comments at a February 2020 meeting, which were then digitized into a geographic information system (GIS) as proposed project locations. The public provided comments via a GIS-based web map, which were then combined with the stakeholder comments to create a combined layer of all desired project locations indicated by the public and stakeholders. Project options received a score if they overlapped with locations desired by the public or stakeholders.

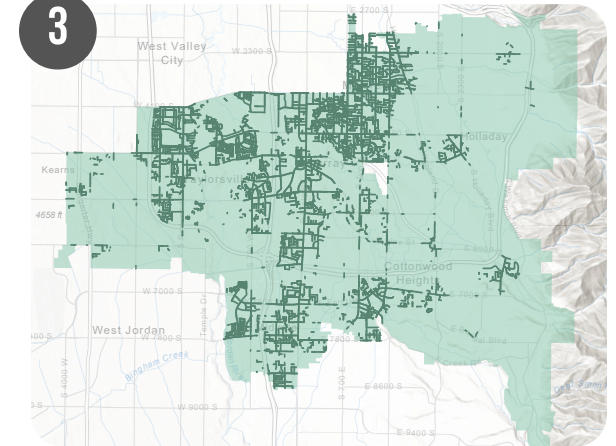


CONNECTED BACKBONE NETWORK ANALYSIS

Proposed active transportation facilities should improve connectivity and fill gaps in the existing and planned networks. Facilities were prioritized based on whether each one would:

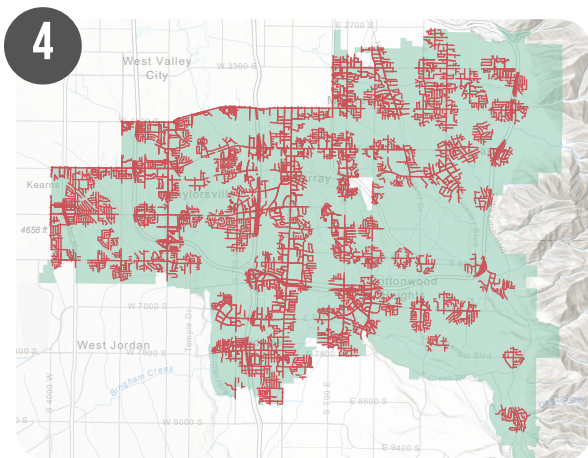
- Connect current or planned facilities;
- Connect across or between communities as well as regionally; or,
- Fill a critical gap or eliminated barriers between facilities.

This process resulted in an identified set of facilities that best improve community connectivity.



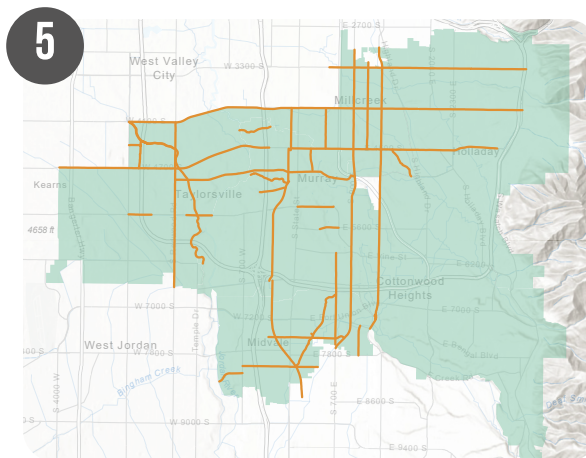
HIGHEST POTENTIAL BICYCLE AND PEDESTRIAN DEMAND

The Wasatch Front Regional Council updated regional models for estimating potential demand for bicycle and pedestrian activity (first developed for the Utah Collaborative Active Transportation Study (UCATS) in 2013). These models take into account factors such as land use, socioeconomics, and transportation networks to provide an indexed score for each roadway: higher scores indicate a greater likelihood of demand for biking and walking, whereas lower scores indicate a lower likelihood of demand. The street segments with the highest 20% of scores for both bicycling and walking were isolated in GIS, and project options that overlaid with these areas received a score to prioritize them in the overall ranking process.



SAFETY ASSESSMENT USING THE HIGH INJURY NETWORK

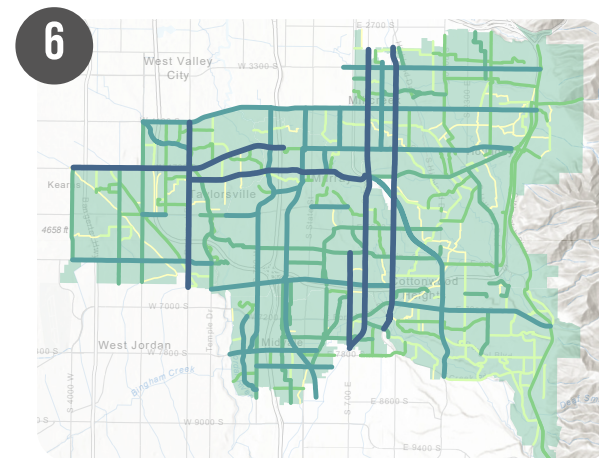
The project team identified areas with the greatest need for safety improvements by creating a High Injury Network based on reported crash data. The High Injury Network is based on assigning collisions to individual links of a roadway network. The project team used collision data from 2017-2019 taken from UDOT's Numetric database, isolating bicycle and pedestrian collisions from the rest of the database. The High Injury Network clearly shows locations with elevated rates of fatalities or serious injuries and highlights roadway segments where corridor improvements have the greatest potential to enhance safety for people walking or bicycling. Project options were scored based on whether they overlapped with the High Injury Network for bicyclists and pedestrians.



ACCESSIBILITY TO DESTINATIONS ON THE LEVEL OF TRAFFIC STRESS

The project team analyzed how each proposed facility would improve the public's ability to travel to jobs, shopping, recreation, and other public amenities. Using a GIS analysis framework, the team estimated how many households can access community amenities (including parks, trailheads, schools, shopping centers, civic centers, and healthcare facilities) by bicycle under current conditions. This analysis used a level of traffic stress network to inform where cyclists can and cannot ride comfortably.

For each proposed new facility, the team estimated the increase in households that can access various amenities thanks to the enhanced connections that the facility provides to the regional network. This analysis was conducted for the regional population as a whole to understand which projects provide the greatest benefits.



CONSOLIDATION AND SCORING

Based on all five of the metrics above, each project received an overall score reflecting how well it supports the Plan's goals. While these scores were not the sole basis for prioritizing active transportation facilities, they provided the project team with a starting point for further refining how proposed facilities should be prioritized and implemented.



CHAPTER 5

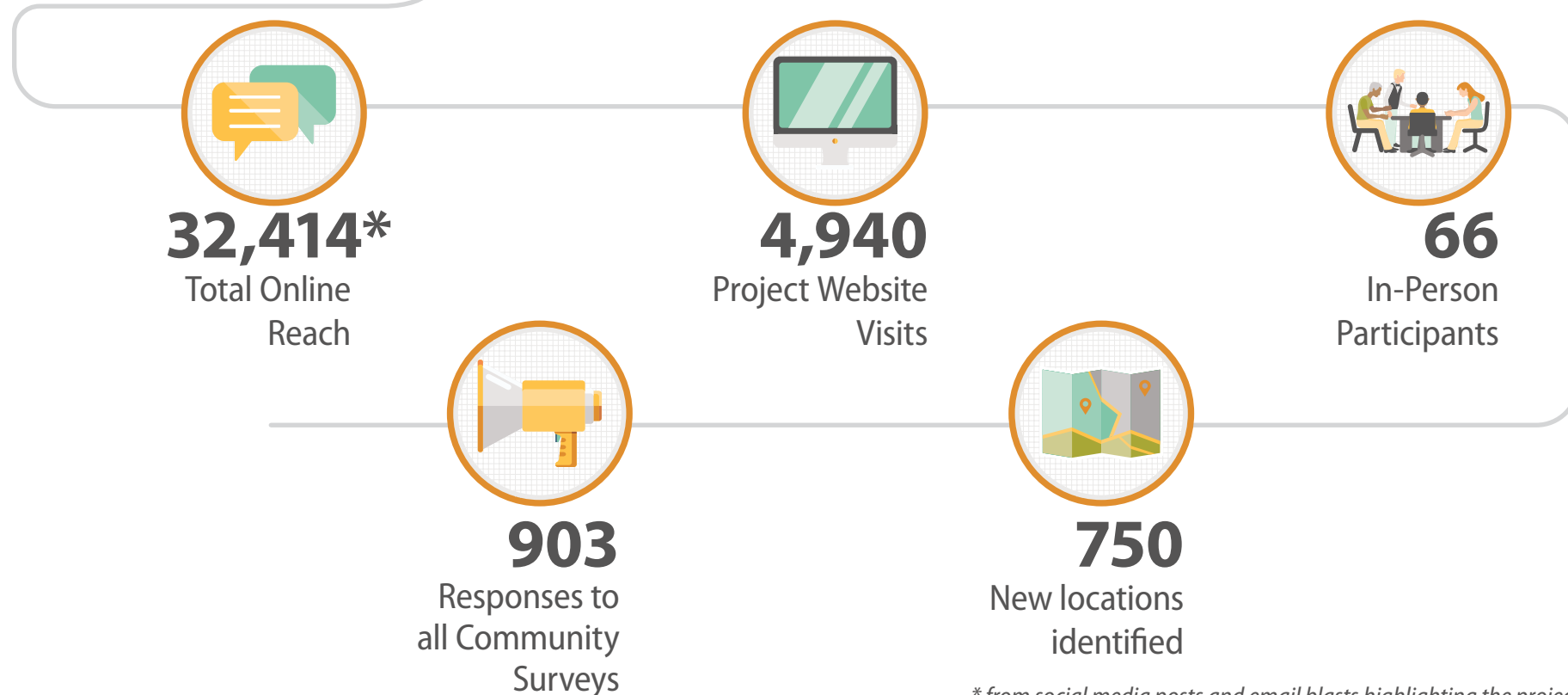
PUBLIC INVOLVEMENT AND COMMUNITY PRIORITIES

PUBLIC AND STAKEHOLDER ENGAGEMENT

Community and stakeholder engagement are significant parts of the planning process. Experts make decisions that serve the community from a functional perspective, but the public's input guides these decisions. While the COVID-19 pandemic and subsequent public health measures hampered in-person outreach efforts, there were extensive online community and stakeholder engagement. These included a project website with interactive maps, public surveys tailored to each of the six cities, social media and email blasts, and multiple meetings with stakeholders and key collaborators. This chapter covers the input resulting from these efforts that provided invaluable information contributing greatly to the planning process.



OVERVIEW OF COMMUNITY ENGAGEMENT EFFORTS



* from social media posts and email blasts highlighting the project

KICK-OFF BIKE RIDE

A bike tour, that took place on October 19, 2019, was the unofficial start of the project. It brought together stakeholders to experience various active transportation facility types in Salt Lake City – what works in what conditions, how does it help create comfort, human scale, wayfinding, etc.

The purpose of the bike tour was to ensure everyone involved in the Mid-Valley ATP had the opportunity to experience a variety of bike facility types firsthand. This allowed people to determine what works in what conditions and how certain design choices can create a comfortable experience for the active transportation user. The group traveled along curb-protected bike lanes, buffered bike lanes, roads marked with sharrow, through chicane fencing around railroad crossings on a shared-use path, paths around Liberty Park, and through road intersections that have been designed to provide high levels of comfort and safety for people walking and cycling. The complete ride was recorded and can be viewed at <https://www.youtube.com/watch?v=f7oXt04XwVM>.



Figure 26. Chicane fencing are installed at places like rail crossings to increase safety by slowing down people on foot or bikes and to make them look both directions before crossing.
Image source: Google



Figure 27. The Mid-Valley bike tour kicked off the project on October 17, 2019.

COMMUNITY OUTREACH

Community outreach was restricted to online methods during the Mid-Valley ATP due to COVID-19 social distancing protocols. Initially, public involvement included multiple outdoor community events across the study area with locations in each of the six cities. These events were intended to collect public feedback and inform the public of potential projects during the evaluation and design processes. However, these events were unable to proceed due to the ongoing COVID-19 pandemic and subsequent public health guidelines.

PROJECT WEBSITE

While in-person public involvement was prohibited, the project team developed and frequently updated the project website, www.midvalleyatp.com.

COMMUNITY SURVEYS

Two community surveys were launched through this website. The first survey gathered information on issues and ideas from the public and ran from March 4 through April 15, 2020. The second survey was open from January 28 to March 19, 2021, and gave an opportunity for community feedback on the refined, near-finalized project list. These surveys were advertised on the social media platforms of all six cities, as well as the WFRC email list, Bike Utah, and Millcreek City email distribution lists.

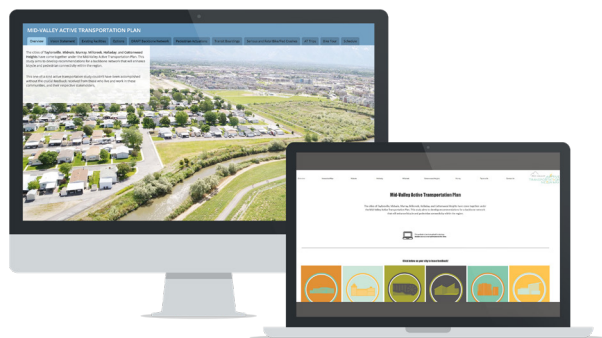
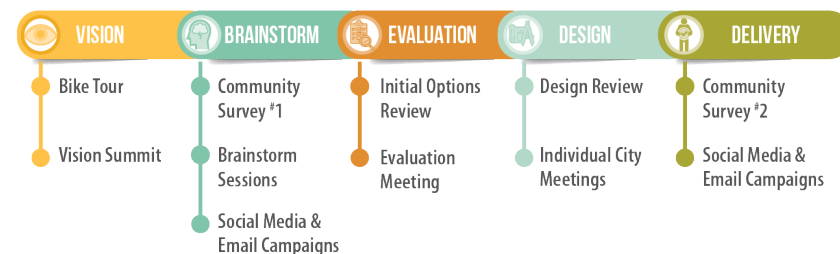


Figure 28. Mid-Valley ATP website: phase one (L), and Phase 2 (R)

COMMUNITY ENGAGEMENT TIMELINE



COMMUNITY SURVEY #1

While COVID-19 significantly changed the public outreach approach, the shift in strategy produced results. The public engagement process gathered feedback through online outreach.

The regional community's input was critical for developing the universe of options. The online survey and the interactive maps for the study area proved to be a great platform for receiving public input.

Interactive map responses were either

- drawn as **points** on a map, which allowed the public to provide comments about specific locations that should be considered when creating active transportation projects,
- drawn as **lines** on a map, which allowed the public to draw where a project should be located.

Participants were prompted to draw or ask for anything they imagined related to active transportation. Over 650 people participated, and over 900 responses were collected from the interactive maps. This was incredibly valuable for early project knowledge as we developed projects and evaluations.

The public input from the interactive maps combined with the lines drawn from the brainstorming meeting and the planned facilities included on existing active transportation plans created a range of potential projects that the study team put through the evaluation process. Figure 30 shows the results of this outcome on one map.

COMMUNITY SURVEY #1

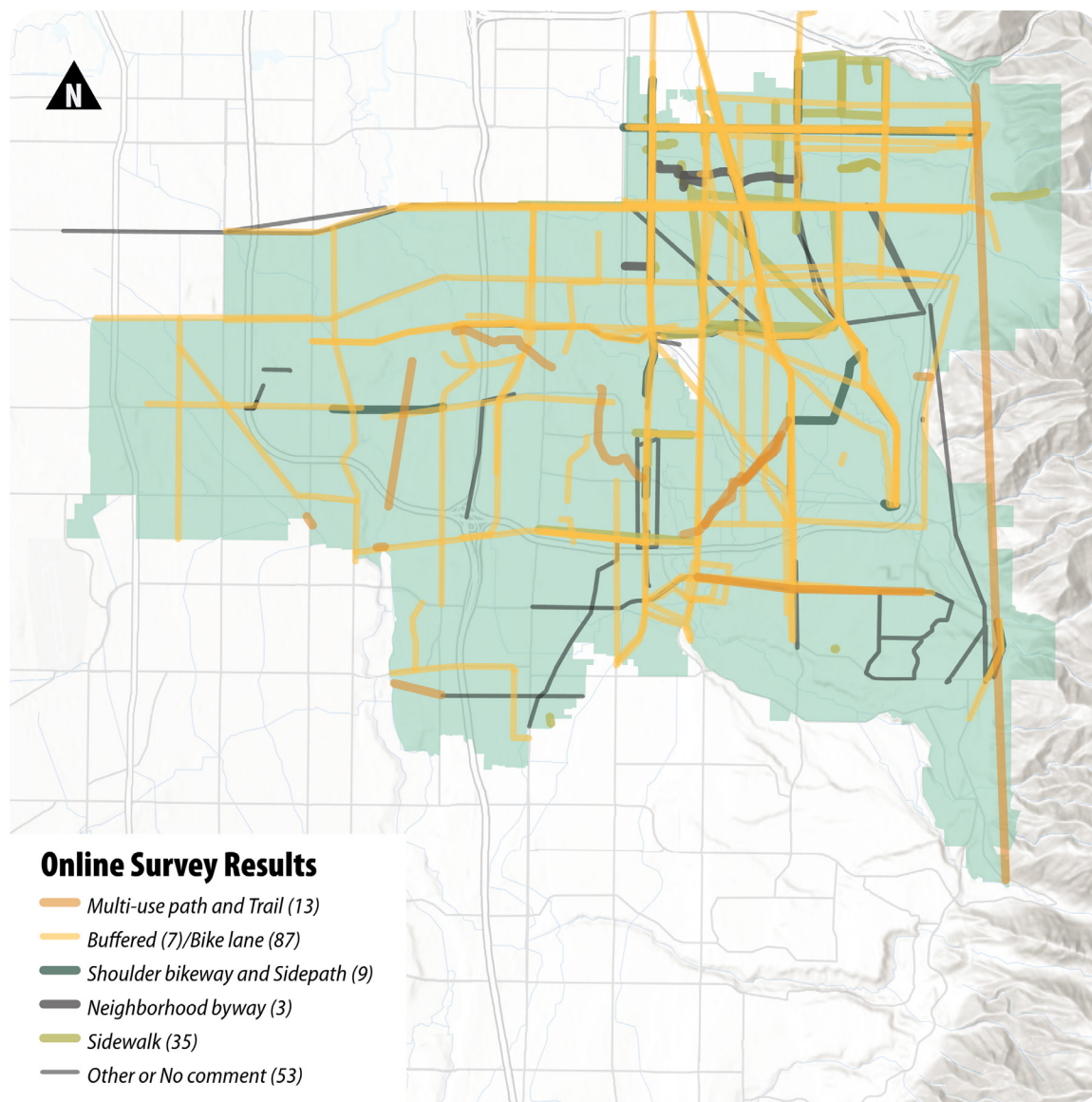


Figure 29. Online community survey #1 results mapped for all six cities

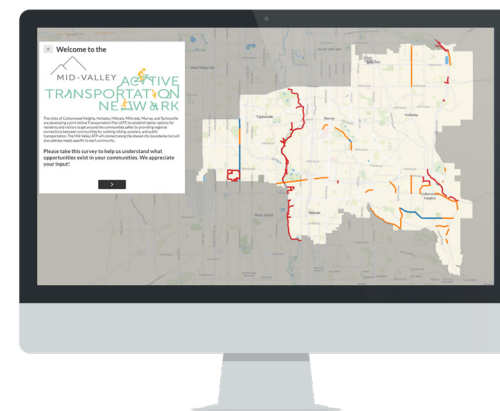


Figure 30. Community Survey #1 landing page

The online survey provided valuable insight into the type of projects desired, the level of use, and the state of existing active transportation conditions in the general study area and specific cities.

KEY TAKEAWAYS FROM SURVEY #1

The first survey offered the study team a true understanding of what the public desired. The survey allowed each participant the opportunity to see every line that another person had drawn with the associated comments. A road could have multiple lines on it, and each line could have a unique comment that suggested things like 'bike lane,' 'trail,' or 'connection is needed.' Several roads (such as 3900 South became a top-ranked Backbone Network project) had many lines and comments attached to them, while other roads had no comments.

Prior to the public input, the study team may have considered some of these roads equally significant to the future active transportation network. The survey

IS WHERE YOU LIVE A GOOD PLACE FOR WALKING?



Strongly Agree Somewhat Agree Somewhat Disagree Strongly Disagree

MURRAY

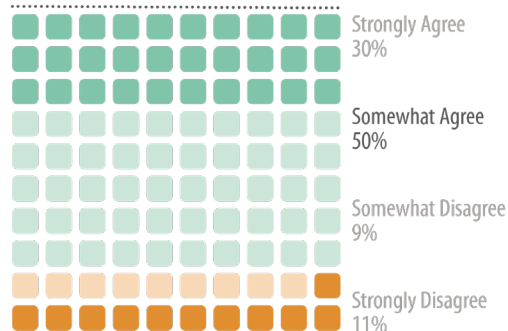


Figure 31. Survey #1, question 1 results for Murray

IS WHERE YOU LIVE A GOOD PLACE FOR WALKING?



Strongly Agree Somewhat Agree Somewhat Disagree Strongly Disagree

OVERALL

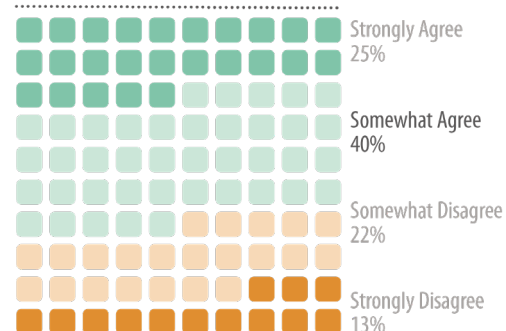


Figure 32. Survey #1, question 1 results for all six cities

IS WHERE YOU LIVE A GOOD PLACE FOR BICYCLING?



Strongly Agree Somewhat Agree Somewhat Disagree Strongly Disagree

MURRAY

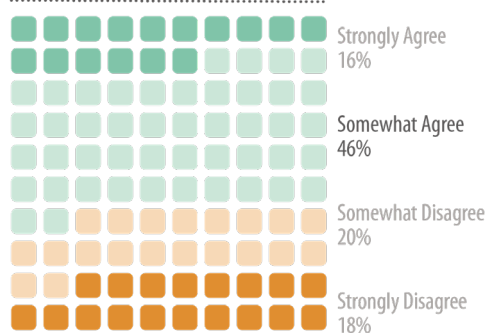


Figure 33. Survey #1, question 2 results for Murray

IS WHERE YOU LIVE A GOOD PLACE FOR BICYCLING?



Strongly Agree Somewhat Agree Somewhat Disagree Strongly Disagree

OVERALL

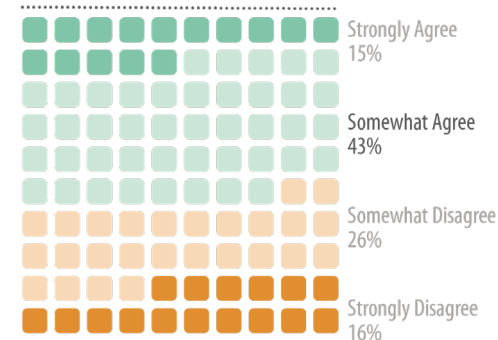


Figure 34. Survey #1, question 2 results for all six cities

IF YOUR IDEAL WALKING AND BICYCLING FACILITIES WERE AVAILABLE, HOW OFTEN WOULD YOU USE THEM?

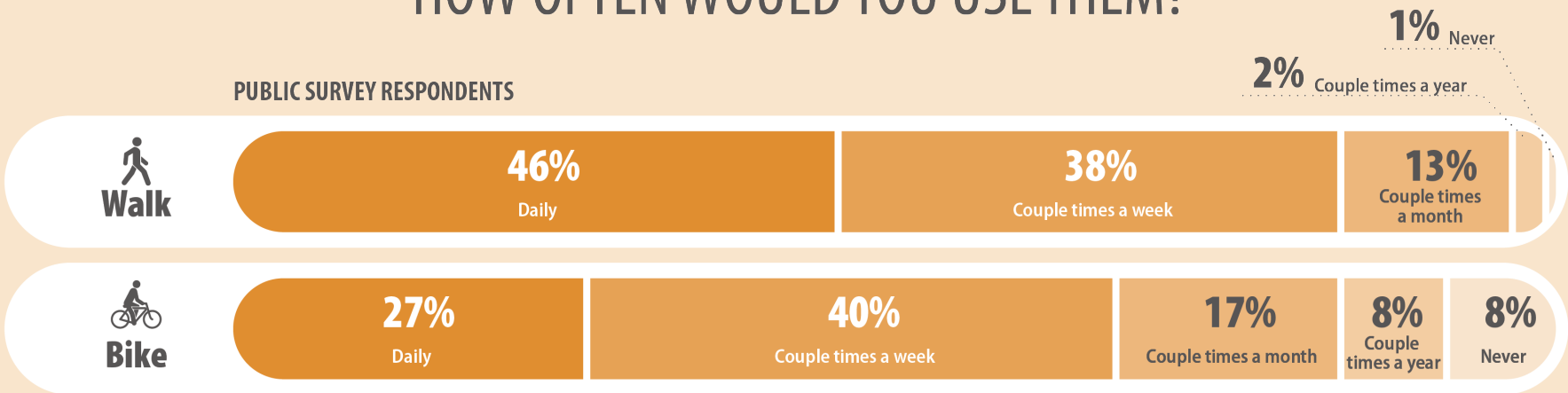


Figure 35. Survey #1, question 3 results from public respondents and the surveyed project team for all six cities

HOW SHOULD YOUR COMMUNITY PRIORITIZE SPENDING OF ACTIVE TRANSPORTATION FUNDS?

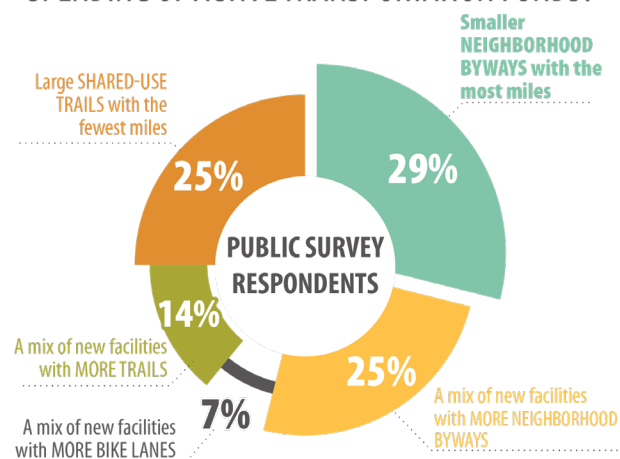


Figure 36. Survey #1, question 4 results from public respondents for all six cities

HOW SHOULD YOUR COMMUNITY PRIORITIZE SPENDING OF ACTIVE TRANSPORTATION FUNDS?

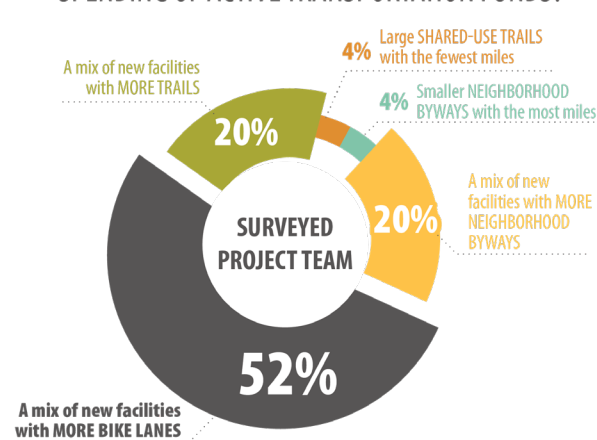


Figure 37. Survey #1, question 4 results from the surveyed project team for all six cities

map showed what projects were of the highest importance to the public. This process provided the study team with a high level of certainty that the collection of lines and comments on the map was a realistic representation of what active transportation facilities the public wanted throughout Mid-Valley.

COMMUNITY SURVEY #2

With projects finalized, including the Backbone Network, the project team solicited feedback from the public in February of 2021 using an interactive map of the project area through the project website. During this period of public comment, people could provide feedback on the refined, near-finalized project list. On the comment map, shown in Figure 40, green and red circles with thumbs up and thumbs down icons indicate participant's approval or disapproval of specific projects. When a participant placed a thumb icon on the map, a dialogue box appeared, allowing the participant to write a comment about why they felt

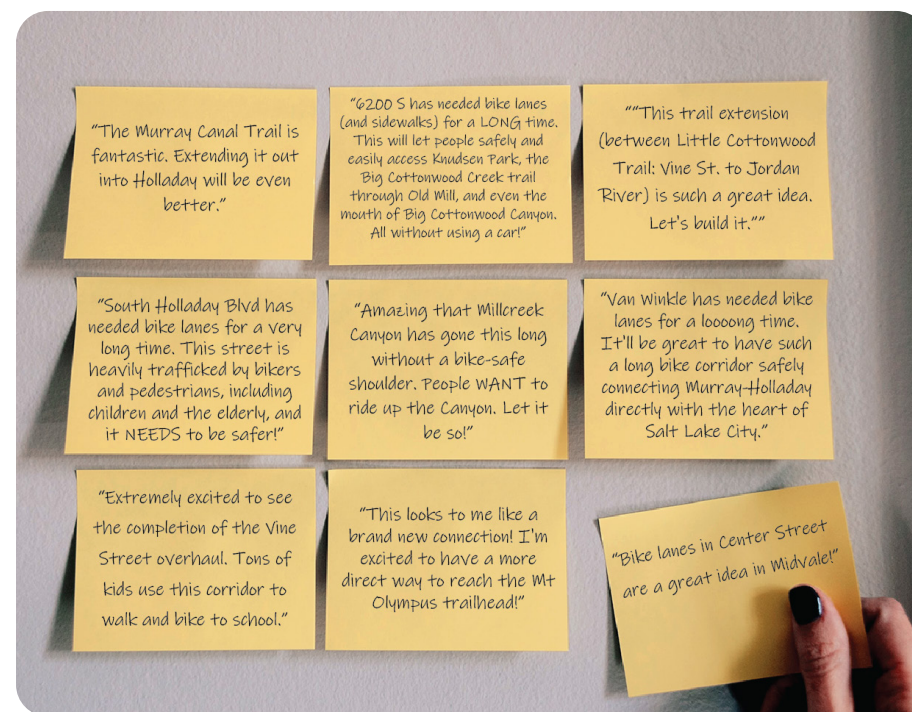


Figure 38. A sampling of comments received in Community Survey #2. See the Appendix for all survey results and comments.

COMMUNITY SURVEY #2

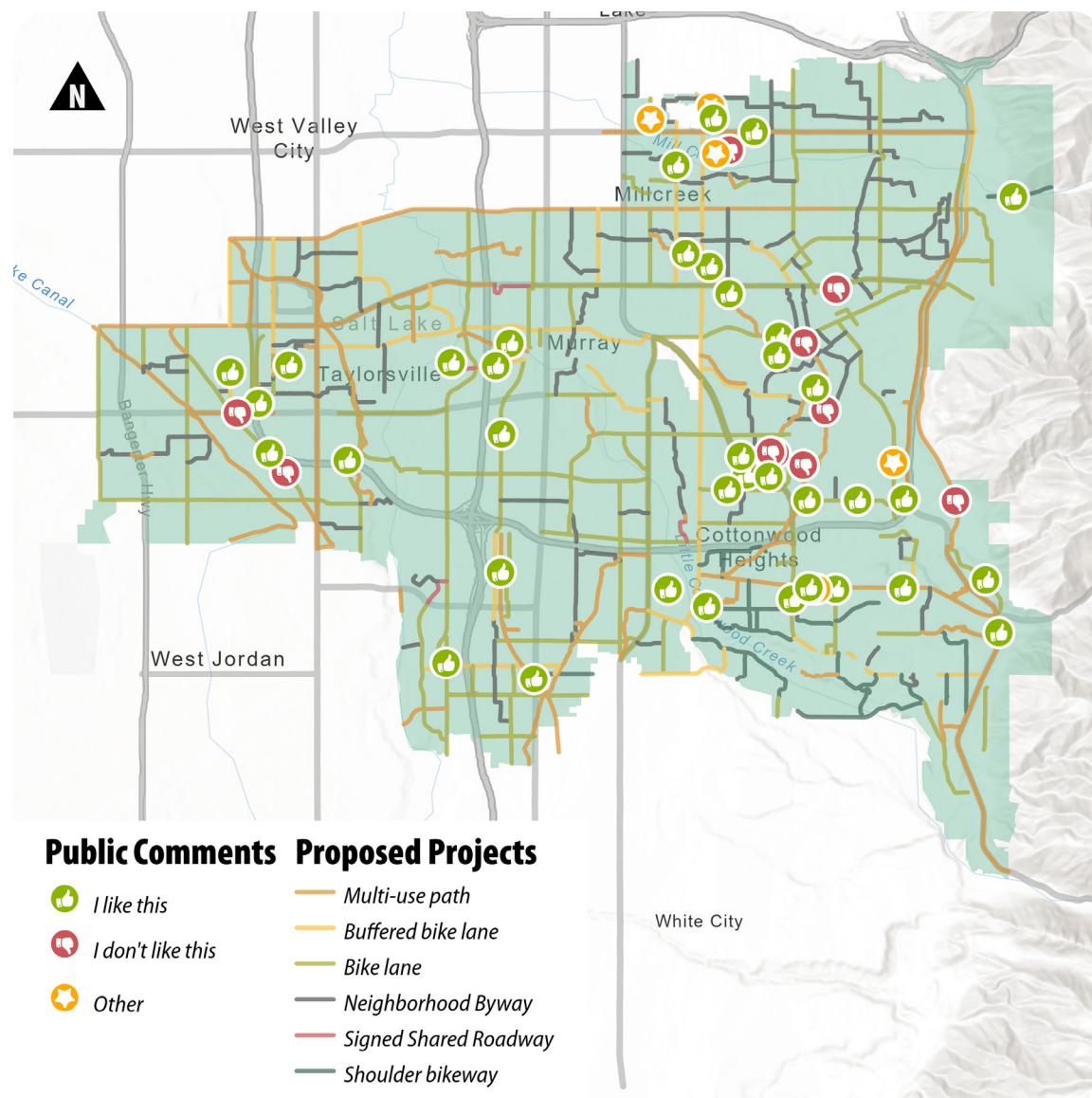


Figure 39. Online community survey #2 results mapped for all six cities

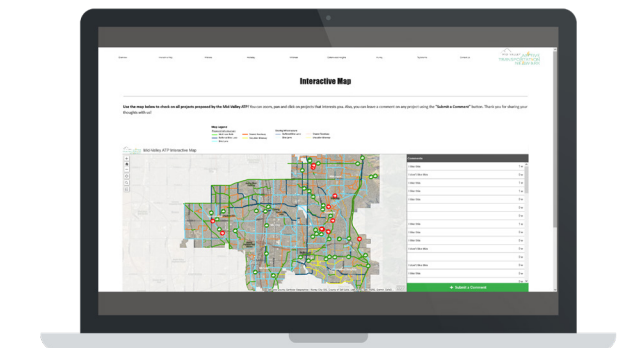


Figure 40. Community Survey #2 landing page

that way about the project. Over 200 surveys were completed, and 50 participants provided comments on the map. This round of public comment further ensured that the majority of viable active transportation options were considered and properly selected, vetted, and incorporated into the universe of options.

KEY TAKEAWAYS FROM SURVEY #2

The second survey presented the map of final projects to the public for review. The majority of feedback and comments received were positive. This offered the study team assurance that the projects were properly evaluated and vetted. While the Mid-Valley ATP will be presented to city councils, this final round of public review through the online map was essential for confirming that the public voice was heard throughout the planning process.

This second survey showed that although these challenges were disruptive, the public's desires have been incorporated into the Mid-Valley ATP.

WORKING GROUPS

To efficiently manage producing an effective regional active transportation plan that meets the individual needs of six cities, three separate working groups were crucial to the development of the plan :

- **Study Team:** Members of the consultant's team and WFRC
- **Steering Committee:** one representative from each of the six cities
- **Key Collaborators:** additional city representatives such as city engineers, public works directors, economic development directors, planning commissioners, city council members, and concerned residents. Key Collaborators also included representatives from UDOT, UTA, Bike Utah, Salt Lake County Bicycle Advisory Committee (SLCCBAC).

The collaborative planning process was instrumental during every step of the Plan process. Regularly scheduled meetings and other frequent communications kept the key collaborators up to date on all changes and progress along the way. Insight from key collaborators provided a depth of local knowledge, judgment, and professional expertise that allowed the study team to move forward with confidence, knowing that the planning process produced results that would likely obtain community consensus.

STEERING COMMITTEE

Steering committees are advisory bodies that provide strategic oversight and help manage the project and determine priorities. Steering committee meetings were held on the third Tuesday of every month from January to October 2020. The steering committee for this Plan consisted of staff from each of the six cities and WFRC.

Individual city design review meetings were held throughout November 2021 in place of the standard monthly steering committee meeting. Members of the project team attended the meetings, as did steering committee members from the cities and a handful of people who were not key collaborators. These people

varied from city to city but included public works directors, city engineers, and various people whose area of expertise and knowledge could benefit the project designs. For a complete list of Steering Committee Members, see the **Acknowledgments page**.



KEY COLLABORATORS

The purpose of the key collaborator's group is to provide a broader perspective and guidance throughout the study. Their local and expert knowledge ensured the plan was both more accurate and useful for the communities. The group met four times throughout the study, including the bike tour, vision workshop, brainstorming workshop, and project review. For a complete list of Key Collaborators, see the **Acknowledgments page**.

MILESTONE MEETINGS



Figure 41. Visioning Summit, February 10, 2020



Figure 42. Key collaborators create the universe of options at the brainstorm meeting at the UDOT Complex, March 9, 2020

VISIONING SUMMIT

The Visioning Summit took place at the UDOT Complex on February 10, 2020. The goal of this summit was to create a collective vision and set of goals to guide the process of brainstorming potential projects. The workshop allowed the key collaborators to provide input on the objectives and goals that would eventually be selected for the vision statement. The chosen vision statement provided a platform for consensus-building when reviewing projects, including the reasoning behind selecting the Backbone Network projects located in each city.

This summit set the stage for the brainstorming meetings, which provided a large amount of qualitative and quantitative information and a deeper understanding of the study area on both micro and macro scales. Overall, the vision helped determine what criteria would be used to evaluate projects. A recording from the Visioning Summit can be viewed at <https://youtu.be/Q-aQrEQIjHI>.

BRAINSTORM MEETING

The brainstorm meeting took place at the UDOT Complex on March 9, 2020. It was the cornerstone element of the collaborative process. The meeting identified the universe of potential project options and a draft Backbone Network project list that eventually included all comments, feedback, and input from the Steering Committee, key collaborators, and the public. Each of the six cities was individually mapped and placed on a separate table. Each table was seated with community members, who brainstormed projects while drawing out the growing list of options, along with their various comments, observations, and suggestions. During the meeting, all participants ultimately visited each table and each city map, which allowed them to contribute their ideas to other cities and the broader Mid-Valley study area. A recording from the brainstorm meeting can be viewed at https://youtu.be/8mV8iKgr_rQ.

EVALUATION MEETING

The project review meeting took place online, due to the pandemic's onset, on August 24, 2020. A survey was sent out to the key collaborators in July, which had city-specific projects to review and rank. This information was incorporated into the meeting. It also prepared key collaborators for the project review process and discussion. Instead of seeing the projects for the first time during the online meeting, people were aware of which projects were contenders for concept design, and they were ready to provide their opinions and feedback.

As the range of projects became more finite through selection and the data-driven evaluation process, it was necessary to share the results with steering committee members and key collaborators. This meeting was instrumental in refining the evolving draft project list because of the group screening of top identified projects.

The online platform worked well for the meeting, allowing the large group of participants to break into smaller groups to review projects by city and rank them from most important to least important, keeping in mind the vision statement and corresponding goals created months prior to guide the Plan. A predominant factor for the key collaborators to consider when screening the project list was how well each option contributed to the connected six-city Backbone Network.

This meeting offered vetting, validation, and scrutiny for the ranking of projects ensuring the final list included sound data analysis and public representation and feedback.

DESIGN MEETINGS

During the third key collaborators meeting, held remotely on August 24, 2020, we held breakout groups for individual cities. The key collaborators reviewed the top projects and voted on which project should be carried into the design phase. The resulting outcomes were vetted and discussed with the steering committee. This process assured that the final projects chosen for concept design had recognized support by each city, as well as the steering committee representative's approval. For more information on the conceptual design projects, see **Chapter 7**.



Figure 43. Evaluation meeting, August 24, 2020

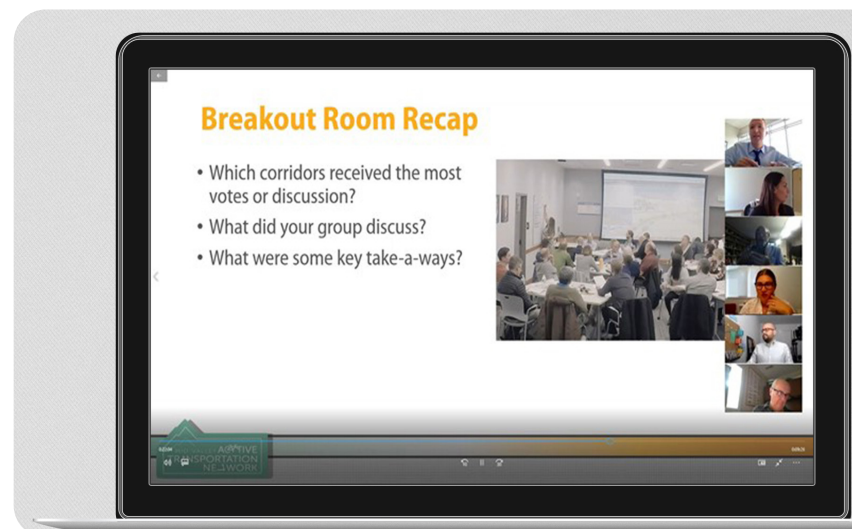


Figure 44. Design meeting, August 24, 2020



CHAPTER 6

RECOMMENDATIONS

FROM VISION TO IDENTIFIED PROJECTS

INTRODUCTION

The planning process began by identifying the collective vision with the key collaborators. Engagement with the public further refined all the potential projects available. Then the extensive review and evaluation process brought the active transportation plan into focus. This led to the final list and map of identified projects. Guided by a collective vision, this list of projects creates a solid foundation to build a regionally connected active transportation system for all ages and abilities. By following the vision statement and its corresponding goals, the project list is not based on past plans but instead on a dream that the community wants to see actualized.

RECOMMENDATIONS

This plan is not simply about identifying routes for trails and bike lanes. This active transportation plan provides a much larger opportunity to realize a regional system that unites each city's key destinations by connecting trails and bike lanes throughout the central Salt Lake Valley while accommodating people of all abilities in safety and comfort.

After the Mid-Valley ATP is adopted, energy and efforts should be focused on completing the Backbone Network and all other fundable projects that connect key origins and destinations throughout the six cities. All projects should contribute to the overarching goal of providing a regional active transportation system based on user needs, comfort level, and ease of accessibility.

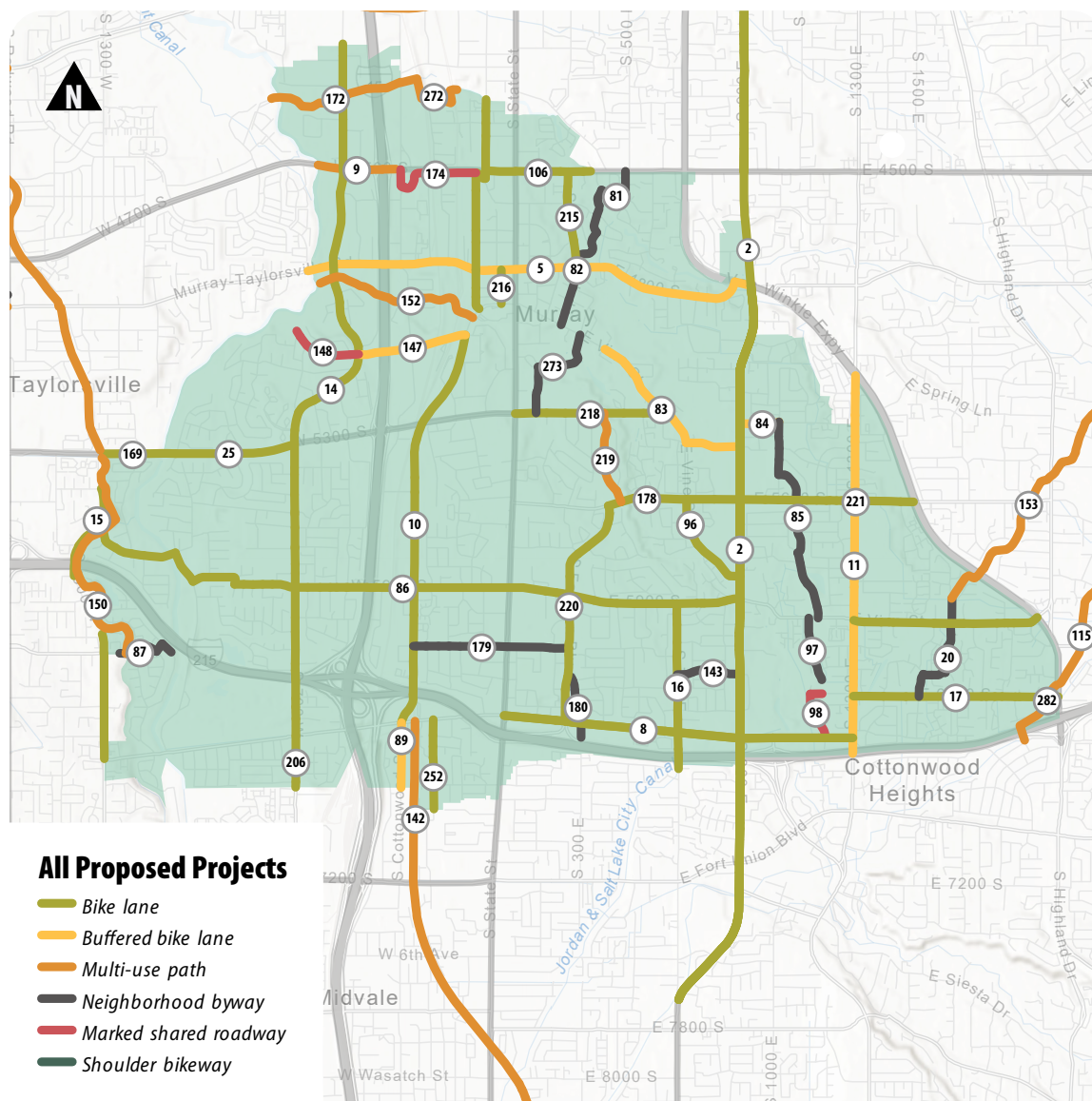


Figure 45. All proposed projects for Murray

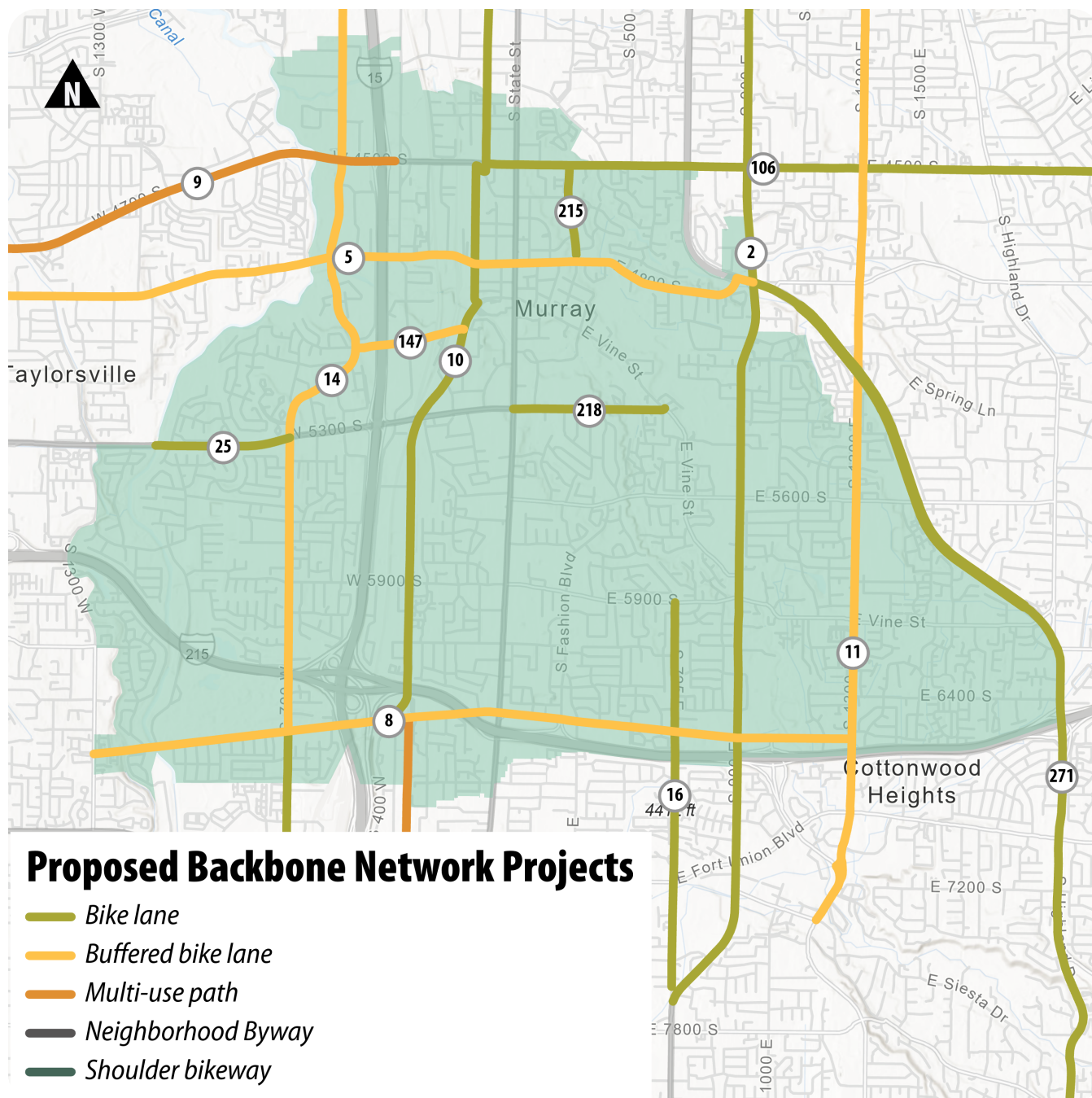


Figure 46. All proposed backbone projects for Murray

MAP AND LIST OF FINAL PROJECTS

The following project map and list represent the community and regional partners' desires to complete a connected active transportation network. These projects were developed using regional networks, existing facilities, brainstormed options, key origins, destinations, and public input.

MURRAY

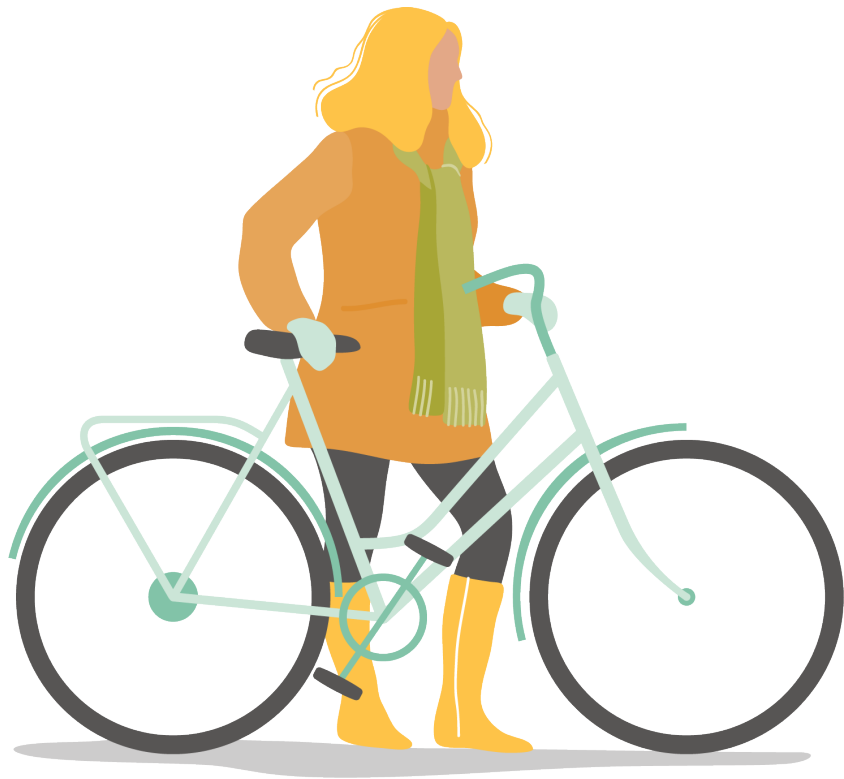
Murray has 41 projects in its city, including nine multi-use path projects. Figure 33 is a map of the recommended projects for the city. If all projects are completed as shown, 33.06 miles of AT facilities will be created in Murray. These 41 projects provide the foundation for a complete AT network.

This list of projects is the result of the coordinated effort from the six cities. It is designed to allow people to safely navigate in comfort on a regional network, far beyond their home neighborhoods and cities. These projects offer the benefit of creating enhanced walkability and livability across the Mid-Valley region.

Table 2. Murray Project List

#	PROJECT	CODE*	TYPE	TOTAL LENGTH
2	900 E: Elgin Ave to Husky Hwy	2B	Bike Lane	34,760'
5	Taylorsville Rd/Van Winkle: Redwood Rd to 900 East	2A	Buffered Bike Lane	21,140'
8	Winchester St.: 1300 W to 1300 E	2B	Bike Lane	9,660'
9	4700 S: 4015 W to I-15	PP	Multi-use path	24,480'
15	Canal St: Murray Taylorsville Rd to Winchester St	2B	Bike Lane	13,180'
16	725 E: 5900 S to Orchid Vista Ct	2B	Bike Lane	10,480'
17	6400 S: 1300E to Highland Dr	2B	Bike Lane	5,660'
20	Fontaine Bleu Dr/Steeple Chase Ln/Jamestown Dr/Rodeo Ln: Monte Carlo Dr to 6400 S	3	Neighborhood Byway	3,340'
25	5400 S: Approx. Murray Parkway Ave to 700 W	2B	Bike Lane	3,680'
81	4500 S/4555 S: 500 E to Approx. Meadow Rd	3	Neighborhood Byway	1,840'
82	Meadow Rd/Meadowview Rd/Atwood Blvd	3	Neighborhood Byway	3,640'
83	Vine St/Woodoak Ln: Approx. Purcell Ct to 900 E	2A	Buffered Bike Lane	5,000'
84	5290 S: 900 E to Revere Dr	2A	Buffered Bike Lane	1,080'
85	Revere Dr/Somerset Way/1080 E/Marco Rd/Lakeside Dr	3	Neighborhood Byway	5,920'
86	Bullion St/Murray Parkway Ave/Greenoaks Dr/5900 S	2B	Bike Lane	28,480'
87	6235 S/El Cimarron Dr/Monticello Ln/Crystal River	3	Neighborhood Byway	2,260'
89	Cottonwood St: Winchester St to 7310 S	2A	Buffered Bike Lane	5,140'
96	5600 S/Vine St: 900 E to 900 E	2B	Bike Lane	4,320'
97	Vinecrest Dr: Vine St to end of street	3	Neighborhood Byway	1,760'
98	1130 E/Jeanne Ave: 6600 S to Trail Connection	3B	Marked Shared roadway	1,680'
147	Vine St: Murray Blvd to Cottonwood St	2A	Buffered Bike Lane	3,010'
150	North Jordan Trail: 6200 S to 4100 S	PP	Multi-use path	15,500'
152	Little Cottonwood Trail: Vine St. to Jordan River	PP	Multi-use path	4,840'
153	Murray Canal Trail: Fontaine Bleu Dr to Arbor Ln	PP	Multi-use path	9,800'
156	Trail Connection: Jeanne Ave to Vinecrest Dr	PP	Multi-use path	380'
169	5400 S: 1500 W to Approx. Murray Parkway Ave	2B	Bike Lane	2,940'
172	Twin River Way to Commerce Dr	PP	Multi-use path	3,800'
174	4500 S Frontage Rd: I-15 to Main St	3B	Marked Shared roadway	2,800'
178	5600 S: State St to Vine St	2B	Bike Lane	2,200'
179	6100 S: 300 W to Fashion Blvd	3	Neighborhood Byway	4,280'
180	300 E: Fashion Blvd to I-215 bridge	3	Neighborhood Byway	1,820'
206	700 W/Holden St: Winchester St to 7725 S	2B	Bike Lane	7,920'
215	Atwood Blvd: 4500 S to Meadowview Rd	2B	Bike Lane	2,460'
216	Poplar St: 4800 S to Vine St	2B	Bike Lane	920'
218	Woodrow St/Spartan Blvd: Cottonwood St to Vine St	2B	Bike Lane	4,160'
219	Avalon Dr: 5300 S to 5600 S	PP	Multi-use path	2,600'
220	Fashion Blvd: Winchester St to 5600 S	2B	Bike Lane	6,400'
221	5600 S: 900 E to Highland Dr	2B	Bike Lane	8,480'
252	Jefferson St: Winchester St to Lenora Joe Cove	2B	Bike Lane	2,460'
272	Trail: Commerce Dr to Approx. 120 W	PP	Multi-use path	2,420'
273	Murray Park Ln: 5300 S to Vine St	3	Neighborhood Byway	3,140'
282	Connection: East Jordan Canal - Kim Wy to 6380 Highland Dr	PP	Multi-use path	1,980'

*This column is part of WFR's Active Transportation schema for coded values. The code definitions are as follows: 1 = General Cycle Track; 1A = Cycle Track: At-Grade, Protected with Parking; 1B = Cycle Track: Protected with Barrier; 1C = Cycle Track: Raised and Curb Separated; 2 = General Bike Lane; 2A = Buffered Bike Lane; 2B = Bike Lane; 3 = General Shared Roadway; 3A = Shoulder Bikeway; 3B = Marked Shared roadway; 3C = Signed Shared roadway; PP = Parallel Bike Path, Paved/Multi Use Path; PU = Parallel Bike Path, Unpaved; UN = Unknown Category.



CHAPTER 7

DESIGN GUIDANCE

ESTABLISH DESIGN STANDARDS

Each city identified a top priority backbone project that was carried forward into concept design. These concept designs are high-level and do not account for the potential obstacles, details, or nuances that a final, shovel-ready design would encounter. Rather, the goal was to develop a reliable general concept with an approximate cost estimate that would offer guidance using best practices in active transportation design.

DESIGN MEETINGS

The design process began once the project list approached finalization. It became clear which projects would be part of the Backbone Network. Each city had at least one project design and met individually to discuss, review, and critique the designs located within their borders. A total of fourteen miles of conceptual designs were produced



Figure 47. Concept designs were imported into Google Earth for easy sharing and review

throughout the regional Backbone Network. The designs for each project were imported into Google Earth in the form of KMZs, which makes viewing, sharing, and exploring the designs' details easy.

Conceptual designs were produced for the following projects:

- **3900 South:** (2700 West to Wasatch Boulevard and connecting Holladay and Millcreek)
- **4800 South:** (Redwood Road to 900 East and connecting Murray and Taylorsville)
- **Center Street:** (Jordan River Trail to Sandra Way, which creates an east to west connection across Midvale)
- **Fort Union Boulevard:** (700 East to 1300 East and connecting Cottonwood Heights and Midvale).

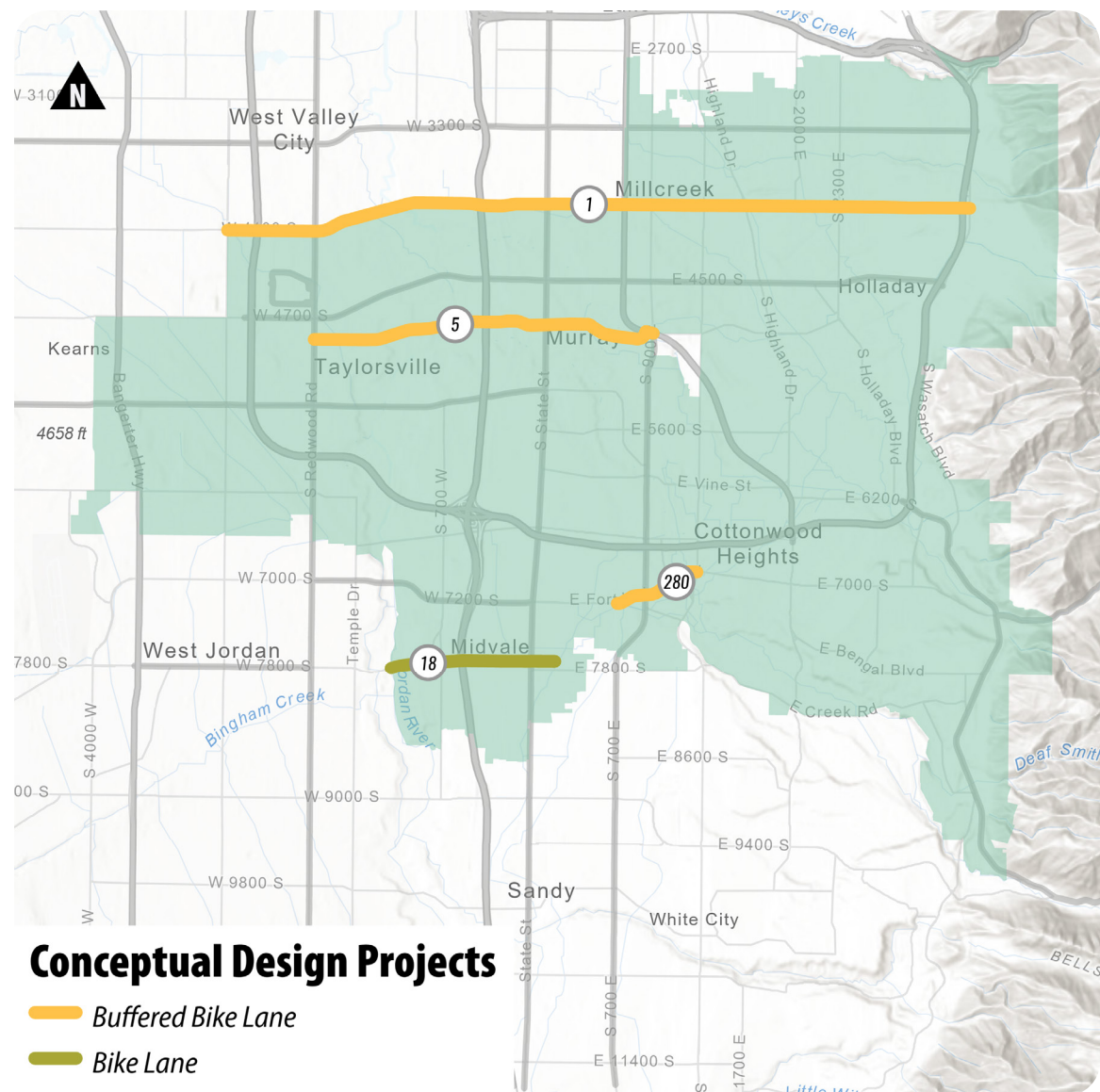


Figure 48. Location of all four conceptual design projects

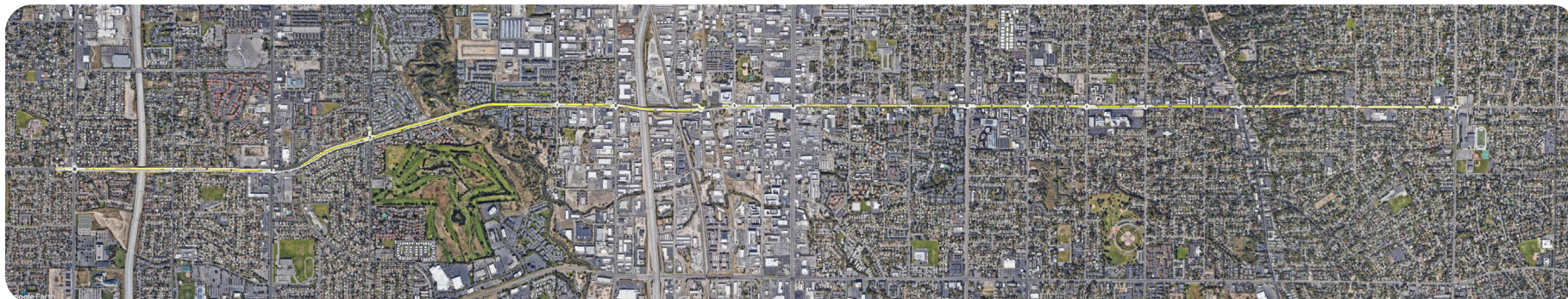
PROJECTS IDENTIFIED FOR CONCEPT DESIGN

During the third key collaborators meeting, held remotely on August 24, 2020, we held breakout groups for individual cities. The key collaborators reviewed the top projects and voted on which project should be carried into the design phase. The resulting outcomes were vetted and discussed with the steering committee. This process assured that the final projects chosen for concept design had recognized support by each city, as well as the steering committee representative's approval. Four projects were then brought forward into project design: Project #1, #5, #18, and #280.

Table 3. City location of Concept Design Projects

	CONCEPT DESIGN PROJECT			
	#1 3900 TO 4100 SOUTH	#5 4800 SOUTH	#18 CENTER STREET	#280 FT. UNION BLVD
Cottonwood Heights				✓
Holladay	✓			
Midvale			✓	✓
Millcreek	✓			
Murray		✓		
Taylorsville	✓	✓		

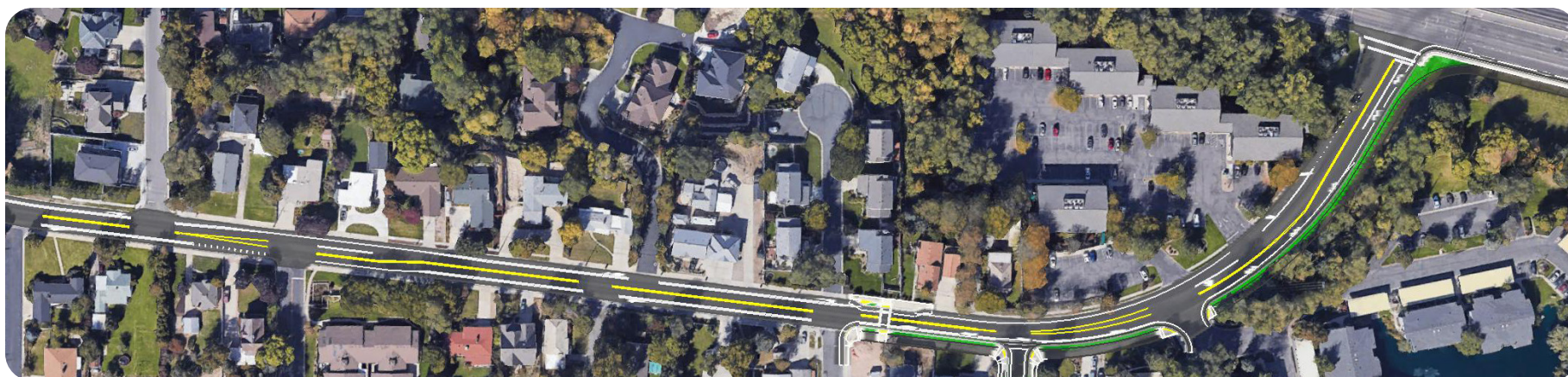
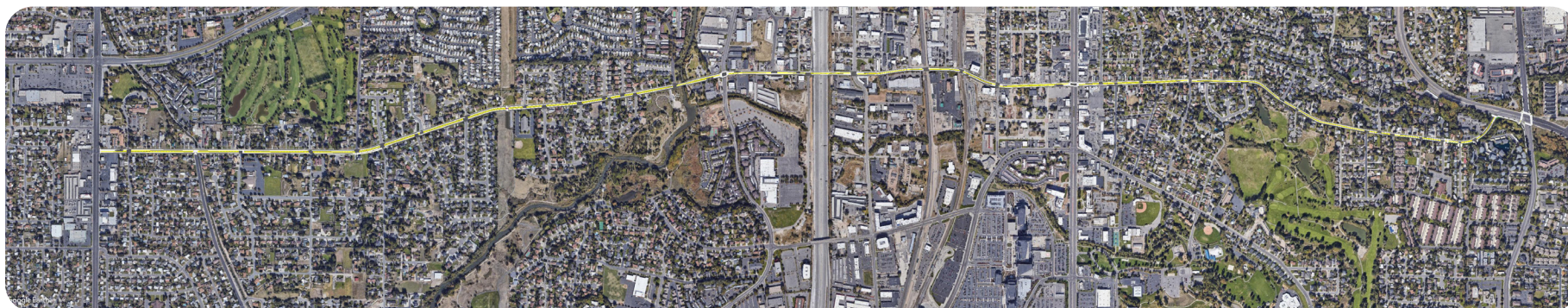
DESIGN PROCESS



PROJECT #1: 3900 — 4100 MILLCREEK AND TAYLORSVILLE

This project involves a 7.1-mile long, multi-use path designed along the south side of 3900 South, extending from 2300 East in Holladay, through Millcreek to 2700 West in Taylorsville. This conceptual design creates a safe, comfortable, and direct connection among the three cities and opens up travel options to the TRAX Meadowbrook Station, the Jordan River Trail, St Mark's Hospital, Olympus High School, Valley Jr. High School, and many local and neighborhood roads in three cities.

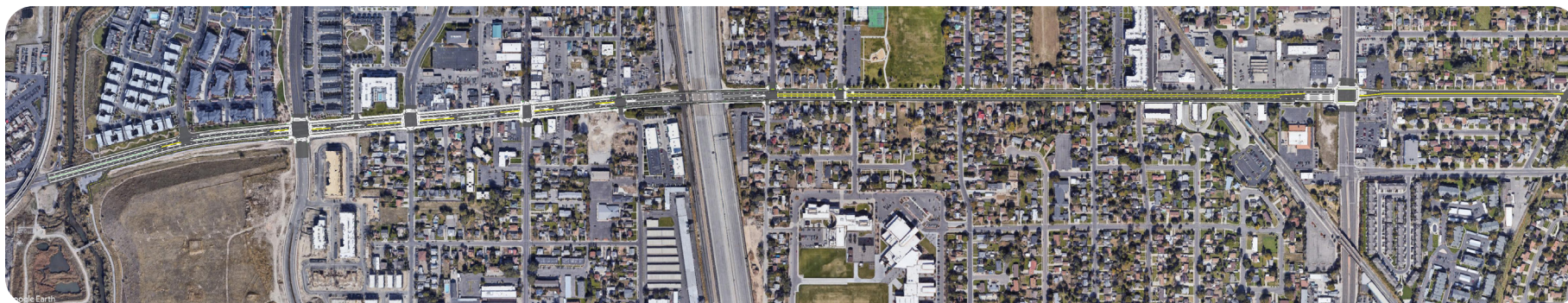
A key goal for each Mid-Valley ATP design is to provide as much separation from vehicles as possible while accounting for utilities such as power poles and keeping the project within the existing public Right-of-Way. This design provides accommodation for a separated bike facility and sidewalks for the entire length of the project. No vehicle lanes are removed to accommodate these active transportation features. However, roadway shoulders become protected cycle tracks, and intersections are redesigned, allowing cyclists and pedestrians to safely travel across roads without vehicles turning right at high speeds.



PROJECT #5: 4800 SOUTH, MURRAY, AND TAYLORSVILLE

Project #5 is located along 4800 South and extends four miles from 900 East in Murray to Redwood Road in Taylorsville. Buffered bike lanes are the primary facility type for this conceptual design and run along both sides of the road until about 1,000 feet before 4800 South meets 700 East. At that location, safety is a heightened concern due to traffic on and heading toward 700 East. Here, the buffered bike lanes become a single, protected cycle track along the south side of the road. This cycle-track offers added protection around 700 East as the project turns to join 900 East. Where the cycle-track begins along 4800 South, curbs are extended out into the road. These curb extensions cause vehicles to slow down due to the reduced width of drivable pavement and provides a safe crossing for pedestrians using the sidewalk on the north side of the road.

This design calls for removed parking in certain locations along 4800 South. In place of the existing roadway shoulders that allow for parking, the space accommodates 6-foot bike lanes and two-foot striped buffers. This conceptual design also allows for adding a new center turn lane in certain areas, permitting traffic passing along 4800 South to flow more freely in these locations. This project provides improved active transportation facilities along a top-ranked Backbone Network corridor. 4800 South's east-to-west connection, past many small neighborhood roads, allows for direct and safe travel between Redwood Road and 900 East.



PROJECT #18: CENTER STREET, MIDVALE

The Center Street project is 1.9 miles in length and is the only conceptual design in just one city. This project is important not just to Midvale but also to the entire region. It provides a valuable east-to-west connection in a location where these active transportation routes are sparse. Because of barriers created by land uses, including the Highways I-15 and 215, the closest project to the north that offers a broader east to west connection is along 5900 South, which is two miles away.

This design provides a blend of buffered bike lanes and separated cycle-track ties directly into the Jordan River Trail. Wherever possible, the separated cycle-track facility was used, providing a high level of safety and comfort for people. This design decision depended on available public Right-of-Way and the location of utilities such as power poles. For example, where the project is closest to the Jordan River Trail, it is possible to have buffered bike lanes along

the road, sidewalks, and a two-way separated cycle track that leads to the Jordan River Trail.

Midvale plans to add medians along Center Street, so the conceptual design incorporates this. This project also crosses under I-15 and two sets of railroad tracks at one point. The sloping concrete walls necessary to support these bridges consume the majority of existing Right-of-Way at this location. The limited space around these features (highway and railroad) is a common design challenge for creating active transportation solutions. For this segment along Center Street, cycle-tracks on both sides of the street merge with the sidewalk, allowing for separation from the road for traveling pedestrians and cyclists.



PROJECT #280: COTTONWOOD HEIGHTS AND MIDVALE

Project #280 is a protected cycle track designed for Fort Union Boulevard from 1300 East in Cottonwood Heights to 700 East in Midvale. Just over a mile in length, this multi-city project provides an accessible east-to-west connection along the southern portion of the Mid-Valley study area. The design calls for protected bike facilities along both sides of the project. A key goal for each Mid-Valley ATP design is to provide as much separation from vehicles as possible while accounting for utilities, power poles, and keeping the project within the

existing public Right-of-Way. For this project, park strips and curbing keep the cycle-track off the road while allowing for comfortable 6-foot bike lanes.

The intersections receive important curb improvements, providing for appropriate levels of comfort for people walking and cycling. The curbs extend out further into the intersection, which changes the angle of the curb corners, forcing vehicles to slow down more when taking right turns. Increasing the size of the curbs also shortens the distance between them, which means people walking or cycling spend less time crossing the street.

DESIGN RESOURCES

The following list is a compendium of the most recent and relevant design resources that Murray City should consult when constructing new facilities in-house. Since resources are updated regularly, and URL links tend to break over time, none are provided here. However, these resources and their updates are easily accessible via an internet search. Particularly noteworthy are the comprehensive resources provided by Salt Lake County, specifically the Bikeway Design Guide.

LOCAL POLICIES AND PLANS

- Murray City General Plan
- Murray Transportation Master Plan

REGIONAL RESOURCES

- Salt Lake County Bikeway Design Guide
- Salt Lake County Wayfinding Protocol
- Salt Lake County Active Transportation Implementation Plan
- Salt Lake County Bicycle Best Practice
- Utah Collaborative Active Transportation Study (UCATS)
- UDOT Region 2 Bike Plan
- UTA First/Last Mile Study

STATE RESOURCES

- UDOT Active Transportation Facility Implementation Tool (AT-FIT)
- UDOT 2017 Design Standards & Specifications (incl. Supplemental/Revised standards)
- UDOT Policy 07-117: Inclusion of Active Transportation
- UDOT Policy 06C-27: Marked Pedestrian Crosswalks
- UDOT ADA Transition Plan 2014
- UDOT Safe Routes to School (SRTS)
- UDOT Safe Sidewalk Program
- UDOT Manual on Uniform Traffic Control Devices (MUTCD)

NATIONAL RESOURCES

- Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- A Policy on Geometric Design of Highways and Streets (AASHTO Green Book)
- AASHTO Roadside Design Guide
- FHWA Separated Bike Lane Design Guide
- AASHTO Guide for the Development of Bicycle Facilities, 4th Edition

MAINSTREAM GUIDANCE

- National Association of City Transportation Officials (NACTO) Urban Street Design Guide
- Recommended Design Guidelines to Accommodate Pedestrians and Bicycles at Interchanges: An ITE Proposed Recommended Practice

CROSS SECTIONS

This section, and the below graphic provides examples of typical active transportation road cross sections, and the levels of protection that different bicycle facilities can offer.

- **LEVEL 3 PROTECTION:** roads that are shared between bicycles and vehicles. These roads are sometimes marked with road striping or a sign.
- **LEVEL 2 PROTECTION:** a road with striping that designates a bike lane. This can sometimes take the form of a typical bike lane, shoulder space for bicyclists, or a buffered bike lane with increased space between bicyclists and vehicles.
- **LEVEL 1 PROTECTION:** offers the most protection. These facilities are separated by grade, physical barriers such as bollards and parked vehicles, and other elements that separate the bicyclists and pedestrians from vehicles.

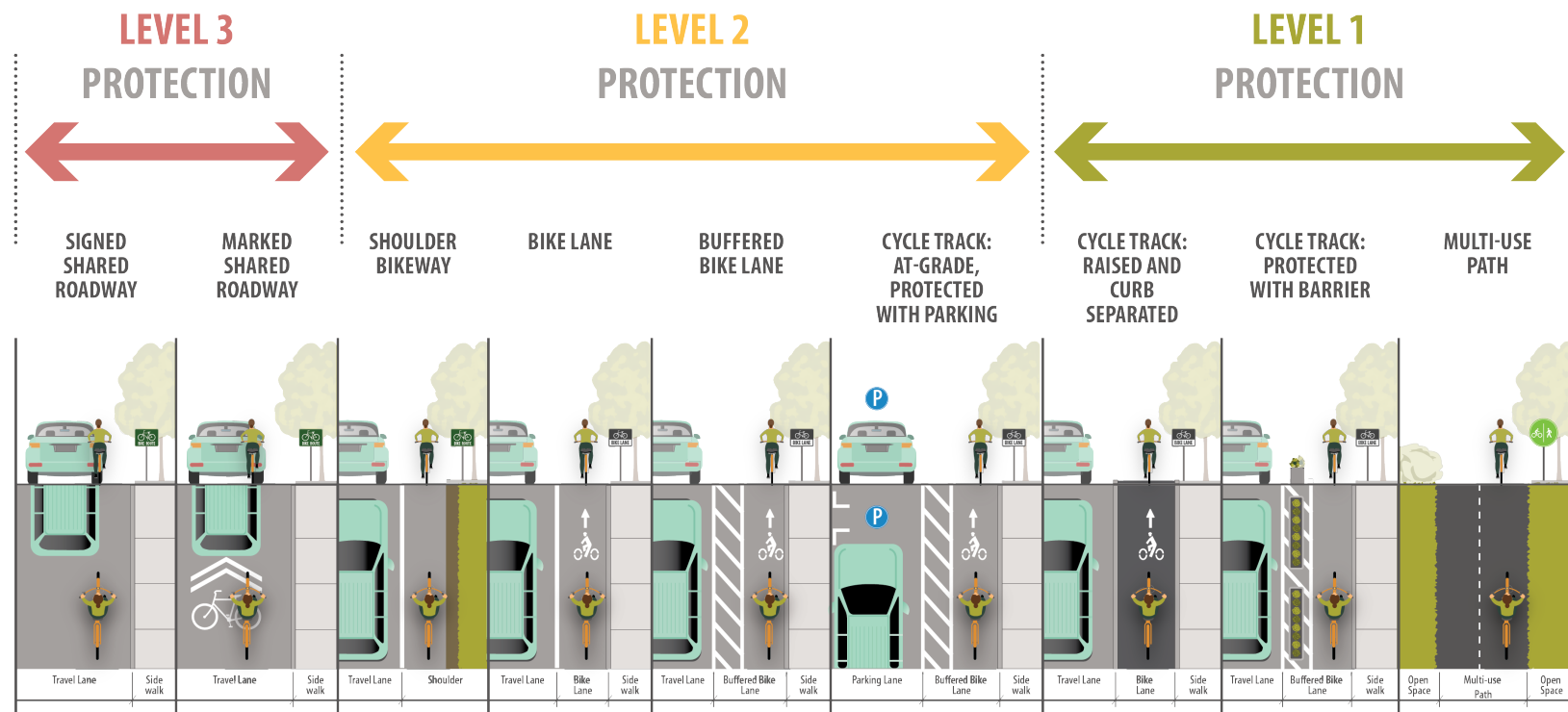


Figure 49. Nine different cross section ideas.



CHAPTER 8

IMPLEMENTATION AND FUNDING

GETTING IT BUILT

PROJECT LIST AND COST ESTIMATES

The project list is ordered by project number. The city length is the length in feet of the project section in the City of Murray. The Total Length is the length of the whole project in feet. The Total Cost is the city cost plus the remaining cost for the project outside the city boundaries.

Basic cost estimates were applied to projects using generalized financial assumptions based on the length of the project and the facility type. These are high-level, per mile cost estimates derived from similar, recently completed projects constructed regionally.

Table 4. Murray Project and Cost List

#	PROJECT	CODE*	TYPE	MURRAY LENGTH	TOTAL LENGTH	MURRAY COST	TOTAL COST
2	900 E: Elgin Ave to Husky Hwy	2B	Bike Lane	13,240'	34,760'	\$53,000	\$140,000
5	Taylorville Rd/Van Winkle: Redwood Rd to 900 East	2A	Buffered Bike Lane	12,740'	21,140'	\$2,180,400	\$3,634,000
8	Winchester St.: 1300 W to 1300 E	2B	Bike Lane	9,660'	9,660'	\$39,000	\$39,000
9	4700 S: 4015 W to I-15	PP	Multi-use path	2,160'	24,480'	\$344,000	\$3,893,000
15	Canal St: Murray Taylorville Rd to Winchester St	2B	Bike Lane	3,920'	13,180'	\$8,000	\$53,000
16	725 E: 5900 S to Orchid Vista Ct	2B	Bike Lane	4,540'	10,480'	\$18,000	\$42,000
17	6400 S: 1300E to Highland Dr	2B	Bike Lane	5,660'	5,660'	\$23,000	\$23,000
20	Fontaine Bleu Dr/Steeple Chase Ln/Jamestown Dr/Rodeo Ln: Monte Carlo Dr to 6400 S	3	Neighborhood Byway	3,340'	3,340'	\$4,000	\$4,000
25	5400 S: Approx. Murray Parkway Ave to 700 W	2B	Bike Lane	3,680'	3,680'	\$15,000	\$15,000
81	4500 S/4555 S: 500 E to Approx. Meadow Rd	3	Neighborhood Byway	1,840'	1,840'	\$2,000	\$2,000
82	Meadow Rd/Meadowview Rd/Atwood Blvd: Approx Sh	3	Neighborhood Byway	3,640'	3,640'	\$4,000	\$4,000
83	Vine St/Woodoak Ln: Approx. Purcell Ct to 900 E	2A	Buffered Bike Lane	5,000'	5,000'	\$35,000	\$35,000
84	5290 S: 900 E to Revere Dr	2A	Buffered Bike Lane	1,080'	1,080'	\$8,000	\$8,000
85	Revere Dr/Somerset Way/1080 E/Marco Rd/Lakeside Dr	3	Neighborhood Byway	5,920'	5,920'	\$6,000	\$6,000
86	Bullion St/Murray Parkway Ave/Greenoaks Dr/5900 S	2B	Bike Lane	23,840'	28,480'	\$96,000	\$114,000
87	6235 S/El Cimarron Dr/Monticello Ln/Crystal River	3	Neighborhood Byway	2,260'	2,260'	\$3,000	\$3,000
89	Cottonwood St: Winchester St to 7310 S	2A	Buffered Bike Lane	1,780'	5,140'	\$13,000	\$36,000

*This column is part of WFRC's Active Transportation schema for coded values. The code definitions are as follows: **1** = General Cycle Track; **1A** = Cycle Track: At-Grade, Protected with Parking; **1B** = Cycle Track: Protected with Barrier; **1C** = Cycle Track: Raised and Curb Separated; **2** = General Bike Lane; **2A** = Buffered Bike Lane; **2B** = Bike Lane; **3** = General Shared Roadway; **3A** = Shoulder Bikeway; **3B** = Marked Shared roadway; **3C** = Signed Shared roadway; **PP** = Parallel Bike Path, Paved/Multi Use Path; **PU** = Parallel Bike Path, Unpaved; **UN** = Unknown Category.

#	PROJECT	CODE*	TYPE	MURRAY LENGTH	TOTAL LENGTH	MURRAY COST	TOTAL COST
96	5600 S/Vine St: 900 E to 900 E	2B	Bike Lane	4,320'	4,320'	\$18,000	\$18,000
97	Vinecrest Dr: Vine St to end of street	3	Neighborhood Byway	1,760'	1,760'	\$2,000	\$2,000
98	1130E/Jeanne Ave: 6600 S to Trail Connection	3B	Marked Shared roadway	1,680'	1,680'	\$2,000	\$2,000
147	Vine St: Murray Blvd to Cottonwood St	2A	Buffered Bike Lane	3,010'	3,010'	\$21,000	\$21,000
150	North Jordan Trail: 6200 S to 4100 S	PP	Multi-use path	7,200'	15,500'	\$1,145,000	\$2,465,000
152	Little Cottonwood Trail: Vine St. to Jordan River	PP	Multi-use path	4,840'	4,840'	\$770,000	\$770,000
153	Murray Canal Trail: Fontaine Bleu Dr to Arbor Ln	PP	Multi-use path	1,080'	9,800'	\$172,000	\$1,559,000
156	Trail Connection: Jeanne Ave to Vinecrest Dr	PP	Multi-use path	380'	380'	\$61,000	\$61,000
169	5400 S: 1500 W to Approx. Murray Parkway Ave	2B	Bike Lane	1,620'	2,940'	\$4,000	\$12,000
172	Twin River Way to Commerce Dr	PP	Multi-use path	3,800'	3,800'	\$605,000	\$605,000
174	4500 S Frontage Rd: I-15 to Main St.	3B	Marked Shared roadway	2,800'	2,800'	\$3,000	\$3,000
178	5600 S: State St to Vine St	2B	Bike Lane	2,200'	2,200'	\$9,000	\$9,000
179	6100 S: 300 W to Fashion Blvd	3	Neighborhood Byway	4,280'	4,280'	\$5,000	\$5,000
180	300 E: Fashion Blvd to I-215 bridge	3	Neighborhood Byway	1,820'	1,820'	\$2,000	\$2,000
206	700 W/Holden St: Winchester St to 7725 S	2B	Bike Lane	1,420'	7,920'	\$6,000	\$32,000
215	Atwood Blvd: 4500 S to Meadowview Rd	2B	Bike Lane	2,460'	2,460'	\$10,000	\$10,000
216	Poplar St: 4800 S to Vine St	2B	Bike Lane	920'	920'	\$4,000	\$4,000
218	Woodrow St/Spartan Blvd: Cottonwood St to Vine St	2B	Bike Lane	4,160'	4,160'	\$17,000	\$17,000
219	Avalon Dr: 5300 S to 5600 S	PP	Multi-use path	2,600'	2,600'	\$414,000	\$414,000
220	Fashion Blvd: Winchester St to 5600 S	2B	Bike Lane	6,400'	6,400'	\$26,000	\$26,000
221	5600 S: 900 E to Highland Dr	2B	Bike Lane	4,740'	8,480'	\$19,000	\$34,000
252	Jefferson St: Winchester St to Lenora Joe Cove	2B	Bike Lane	2,460'	2,460'	\$10,000	\$10,000
272	Trail: Commerce Dr to Approx. 120 W	PP	Multi-use path	2,420'	2,420'	\$385,000	\$385,000
273	Murray Park Ln: 5300 S to Vine St	3	Neighborhood Byway	3,140'	3,140'	\$4,000	\$4,000
282	Connection: East Jordan Canal - Kim Wy to 6380 Highland Dr	PP	Multi-use path	1,740'	1,980'	\$277,000	\$315,000

PHASING

Each city should determine where and when funding opportunities are available as they consider how to prioritize projects upon the value each project offers to the community. The Vision Statement and associated goals defined at the beginning of the Mid-Valley Active Transportation Plan should be consulted. As discussed in **Chapter 5**, the process of tying goals to specific projects should be used as a guide when determining the value each project adds to the city and the active transportation network.

In general, the larger projects, like those identified as part of the Backbone Network, offer a greater regional value compared to neighborhood byways and local connections. These may have higher costs but will make a larger positive impact on the active transportation network. However, smaller, low-cost projects may offer a favorable return on investment and can help advance active transportation facilities throughout a community.

The phasing for active transportation projects does not need to be set in stone. Projects may move from the bottom of a prioritization list to the top as opportunities present themselves (such as private developments or roadway resurfacing projects). As each project is completed, the regional active transportation network will become more comprehensive and welcoming to a wider range of people.

MAINTENANCE

Maintenance of active transportation facilities may be as important as the initial installation. Cities should develop a policy to ensure maintenance will occur on a consistent and ongoing basis. Maintenance includes regular upkeep of pavement, paint, landscaping, trash removal, and signage replacement. The following is general guidance for developing a maintenance policy:

- Cities and their public works departments should plan for yearly and reoccurring routine maintenance;
- Ensure that active transportation facility maintenance is incorporated into line items for a City's annual budget;
- A general timeline for repairing each type of facility should be established. This can help effectively prioritize facility upkeep;
- Maintenance should be incorporated into private development requirements;
- Sweeping of facilities should occur multiple times per year.

Snow removal along bike facilities should occur when necessary. It should receive the same urgency and frequency as vehicle travel lanes. Equipment needed to remove snow along specific facilities, such as shared-use paths, should be incorporated into a city's budget.

FUNDING

How projects get constructed often comes down to them getting funded. This section identifies available funding resources to pay for active transportation projects in the Mid-Valley study area.

Active transportation routes often span multiple jurisdictions and provide regional significance to the transportation network. As a result, other government jurisdictions or agencies often help pay for such regional benefits and projects. Those jurisdictions and agencies could include the Federal Government, the State (UDOT), the County, and the local metropolitan planning organization (WFRC). Each of the six cities will need to continue to partner and work with other jurisdictions to ensure adequate funds are available for these projects. Partnering with other adjacent communities will ensure corridor continuity across jurisdictional boundaries.

FEDERAL AND STATE FUNDING

Federal funds are available to cities and counties through the federal aid program. UDOT administers the funds. To be eligible, a project must be listed on the five-year **Statewide Transportation Improvement Program (STIP)**

Learn more about the STIP at <https://site.utah.gov/connect/about-us/commission/stip/>.

SURFACE TRANSPORTATION PROGRAM (STP)

The **Surface Transportation Program (STP)** funds can be used for transportation enhancements in twelve categories, including bicycle and pedestrian facilities. The Joint Highway Committee allocates a portion of the STP funds for projects around the state in urban areas. This is a five-year funding tool, and the STIP projects are updated regularly to maintain a five-year list of projects. Adding active transportation projects and other projects in the study area to UDOT Region 2's transportation plan is an important early step.

Learn more at <https://wfr.org/programs/transportation-improvement-program/surface-transportation-program/>.

STATE CLASS B AND C PROGRAM FUND

The distribution of **State Class B and C Program funds** is established by State Legislation and is administered by UDOT. Revenues for the program come from state fuel taxes, registration fees, driver license fees, inspection fees, and transportation permits. UDOT keeps seventy-five percent of these funds for their construction and maintenance programs. The rest is made available to counties and cities. Some of the roads with active transportation facilities in the study area fall under UDOT jurisdiction. It is in the best interest of each city that staff are aware of the procedures used by UDOT to allocate those funds and are proactive in requesting the funds be made available for UDOT-owned roadways in the City. Class B and C funds are allocated to each city and county by a formula based on population, centerline miles, and land area. Class B funds are given to counties, and Class C funds are given to cities and towns.

Class B and C funds can be used for maintenance and construction projects, including active transportation; however, thirty percent of those funds must be used for construction or maintenance projects that exceed \$40,000. The remainder of these funds can be used to match federal funds or pay the principal, interest, premiums, and reserves for issued bonds.

Learn more at <https://www.udot.utah.gov/connect/business/public-entities/local-government-program-assistance> or view the regulations here: <https://drive.google.com/file/d/10KwUcoo9En7H8yYulOWzZxi3QnFZ6g1K/view>.

SAFE ROUTES TO SCHOOL (SRTS)

UDOT also administers **Safe Routes to School (SRTS)** funding. This is a \$1.2 Million annual fund to pay for active transportation safety improvements near schools across the state. Cities apply for this funding which is a reimbursement fund with no matching dollars required. This money can be used for improvements such as new trails or sidewalks, signals, crosswalks, etc.

Learn more at <https://site.utah.gov/connect/business/public-entities/safe-routes-to-school-srts-program/>.

TRANSIT TRANSPORTATION INVESTMENT FUND (TTIF)

The **Transit Transportation Investment Fund (TTIF)** was created under Senate Bill 136. This new fund, beginning July 1, 2019, allocates state funding from the fuel tax specifically for public capital transit projects. However, Senate Bill 72 opened this fund up to non-motorized projects as well. These dollars can also be used for active transportation projects around transit facilities, but the new infrastructure provides access to transit stops. This UDOT fund has not been distributed for the first time yet, and UDOT has stated that cities will need to apply for their projects to get access to this fund. It also requires 40% matching funds from local governments. Cities can use federal (but not state) dollars for the match. More information on this fund will be developing in the coming years.

Learn more at <https://www.udot.utah.gov/connect/about-us/commission/project-prioritization-process/>.

MPO-LEVEL FUNDING

The WFRC administers several funding programs of both federal and state dollars for the region.

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

The **Transportation Alternatives Program (TAP)** funds the construction and planning of bicycle and pedestrian facilities. All cities in Salt Lake, Davis, and Weber Counties are eligible. Funds may be used to construct, plan, and design on- and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation. Non-motorized forms can include sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, and other safety-related infrastructure that will provide safe routes for non-motorists.

WFRC asks cities to submit letters of intent in the fall, with full applications due December 12th this year for funding in July of the following year. Salt Lake County cities typically receive \$800,000 to \$900,000 every year from this fund.

Learn more at <https://wfr.org/programs/transportation-improvement-program/transportation-alternatives-program/>

CONGESTION MITIGATION AND AIR QUALITY PROGRAM

The **Congestion Mitigation and Air Quality Program (CMAQ)** funds are for transportation projects and programs to help meet the requirements of the Clean Air Act. Funds must be used for projects which improve air quality. Eligible projects include transportation activities in the State Air Quality Implementation Plan (SIP), construction and/or purchase of public transportation facilities and equipment, construction of bicycle or pedestrian facilities serving commuter transportation needs, and promotion of alternative modes such as ridesharing.

Learn more at <https://wfr.org/programs/transportation-improvement-program/congestion-mitigation-air-quality-program/>

STATE-LEVEL FUNDING (NON-UDOT)

RECREATIONAL TRAIL PROGRAM

Administered by the Utah Division of State Parks and Recreation, the **Recreational Trails Program** required that motor fuel tax revenues generated from motor fuel sales for off-highway recreational purposes be transferred from the Highway Trust Fund to the Trails Trust Fund for recreational trail and facility improvements. This program provides grants for non-motorized and motorized trails, including the construction and maintenance of trails and facilities, staging areas, trailheads, restroom facilities, and trail signing.

Learn more at <https://stateparks.utah.gov/resources/grants/recreational-trails-program/>

LAND AND WATER CONSERVATION FUND

Administered by the Utah Division of State Parks and Recreation, the **Land and Water Conservation Fund Act** provides federal grants for the acquisition and/or development of public outdoor recreation areas. Any site/facility purchased, developed, or improved with funding from this grant is protected in perpetuity (forever) as a public outdoor recreation area.

Learn more at <http://stateparks.utah.gov/resources/grants/land-and-water-conservation-fund/>

UTAH OUTDOOR RECREATION GRANT

Administered through the Office of Outdoor Recreation, the **Utah Outdoor Recreation Grant** project helps communities build trails and other recreation infrastructure by awarding matching grants. The grants help enhance recreational opportunities and amenities in Utah's communities.

Learn more at <https://business.utah.gov/outdoor/uorg/>

COUNTY-LEVEL FUNDING

COUNTY ACTIVE TRANSPORTATION FUND (CATF)

Salt Lake County maintains the **County Active Transportation Fund (CATF)**, an active transportation fund, used to pay for a portion of active transportation projects within the County. There is currently \$1 Million annually that cities can apply for to fund their projects. This fund typically requires a match and is often used to pay for smaller projects since it is limited. Applications are due annually in July.

Learn more at <https://slco.org/planning-transportation/county-active-transportation-fund/>

SENATE BILL 136

Senate Bill 136 also allocated a quarter of one percent sales tax to the Regional Transportation Choice Fund. Salt Lake County now has an ongoing transportation fund that can be spent on a variety of transportation projects, including active transportation. One-quarter of this fund is earmarked for active transportation projects. Salt Lake County administers these funds and requires cities to submit applications. Every project is scored based on several criteria, including if the project is multi-jurisdictional. The administration of this fund is changing. The cities within Salt Lake County will be receiving individual portions of this fund, the details of which are still being determined. For more information, contact Salt Lake County Regional Planning and Transportation.

CITY FUNDING

It is common for cities to use general fund revenues for active transportation programs. General fund revenues are typically reserved for operation and maintenance purposes as they relate to transportation. However, general funds could be used if available to fund the expansion of active transportation facilities. Providing a line item in the city budgeted general funds to address improvements, which are not impact-fee eligible, is recommended to fund active transportation projects, should other funding options fall short of the needed amount. Revenue bonding can also be used for projects intended to benefit the entire community.

Private interests may also provide resources for active transportation improvements. Developers can construct the local streets with bike lanes within subdivisions. They may often dedicate right-of-way to trails and parks. Areas with planned or anticipated new growth may include new active transportation facilities provided by the developers. Cities can encourage developers to include active transportation amenities during development review. From small site plans to larger master-planned communities, as city staff and planning commissions review new developments, they can require developers to show how the proposed development will accommodate or enhance active transportation connections.

NEXT STEPS

IMPORTANCE OF COLLABORATION AND REGIONAL PERSPECTIVE

Cities should be on the lookout for unique opportunities such as their roadway resurfacing schedule, emerging developer agreements, or parks and open space plans that might include paving or creating a shared-use path. Project prioritization beyond the completion of the Backbone Network should reflect each community's goals. The projects in the Mid-Valley ATP are intended to give each community a list of improvements that are needed to form the Backbone Network. It will be up to each city to ensure the funding and building of them. Projects that are low-hanging fruit or easiest to complete within a municipality may be prioritized. Still, an eye should be kept on the primary goal of completing the connected Backbone Network.

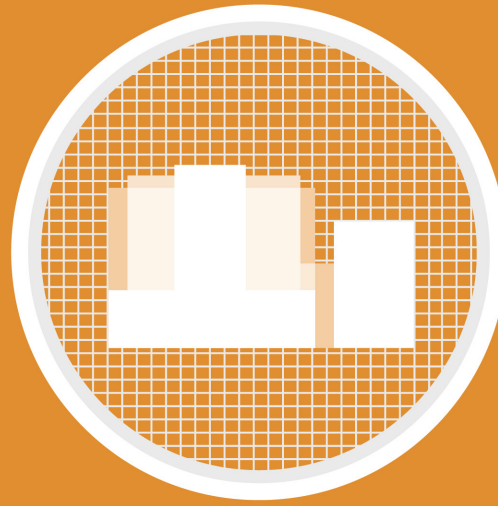
The Mid-Valley ATP is a collective vision. Completing many of the 244 projects will be the individual responsibility of each city. This active transportation plan is a useful tool that can support specific projects and may also allow funding to become more accessible.

Prioritizing the development of the Backbone Network will benefit regional connectivity. Once completed, it will be a manifestation of the multi-jurisdictional commitment for a connected active transportation system for all ages and abilities, as expressed in the vision statement. However, when seeking funding, whether individually or multi-jurisdictional, it is advantageous for communities to be flexible and adaptable.

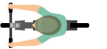
After the Mid-Valley ATP is adopted, energy and efforts should be focused on completing the Backbone Network and all other fundable projects that connect key origins and destinations throughout the six cities. All projects should contribute to the overarching goal of providing a regional active transportation system based on user needs, comfort level, and ease of accessibility.



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MURRAY



MID-VALLEY
TRANSPORTATION
ACTIVE NETWORK

Welcome



MURRAY

CITY

ACTIVE TRANSPORTATION PLAN



avenue
CONSULTANTS

MID-VALLEY ACTIVE
TRANSPORTATION
NETWORK

WASATCH FRONT REGIONAL COUNCIL
avenue CONSULTANTS FEHR & PEERS

MID-VALLEY ACTIVE
TRANSPORTATION
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* Moved to the Utah Department of Transportation and became a member of the project team in May 2020.

Vision and Goals

1. **Prioritize safe routes for all users**
2. **Complete a connected backbone network**
3. **Collaborate for public and multi-city commitment**
4. **Improve access to key origins and destinations**

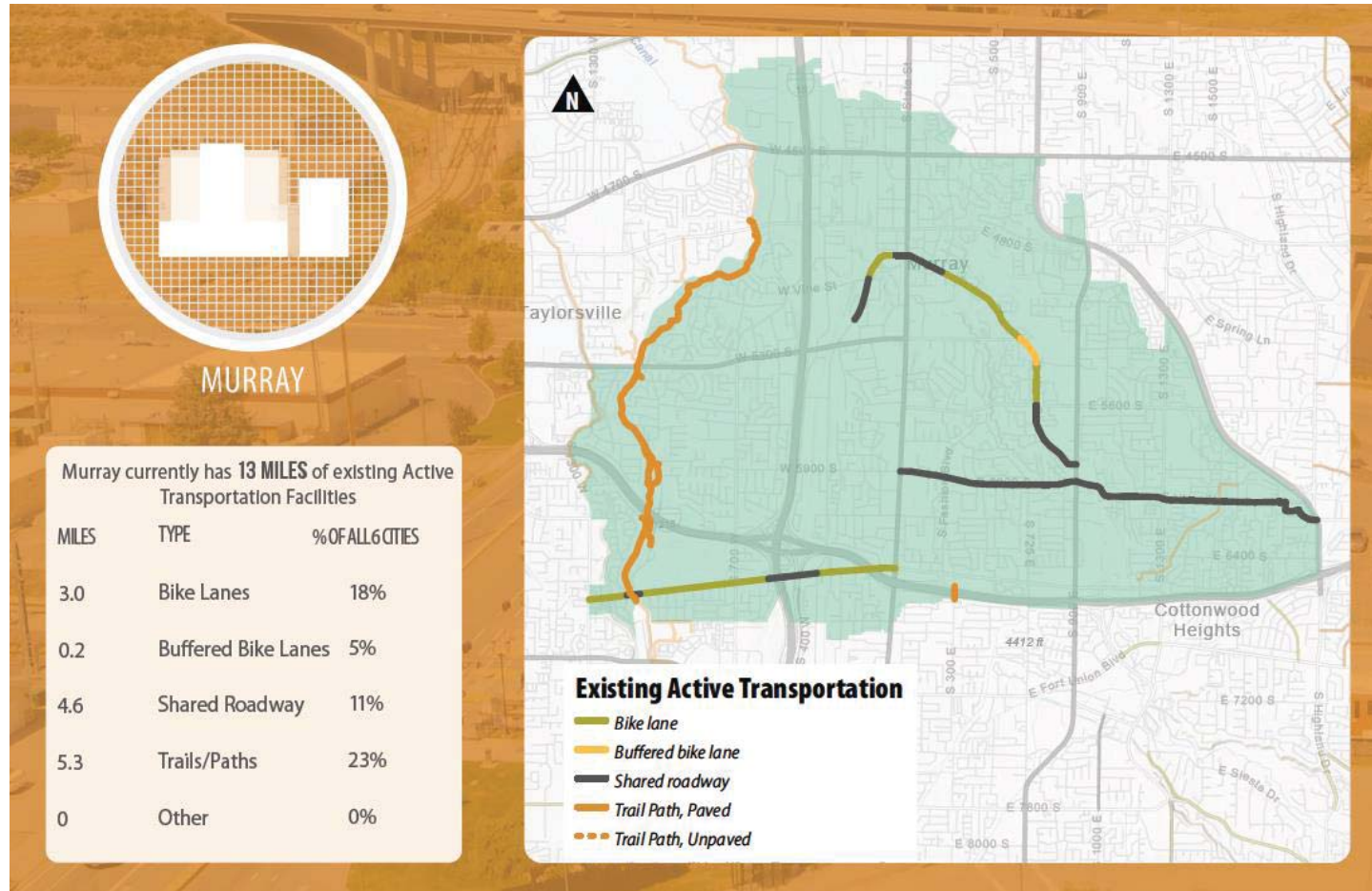
Vision
Workshop

MID-VALLEY ACTIVE
TRANSPORTATION
NETWORK



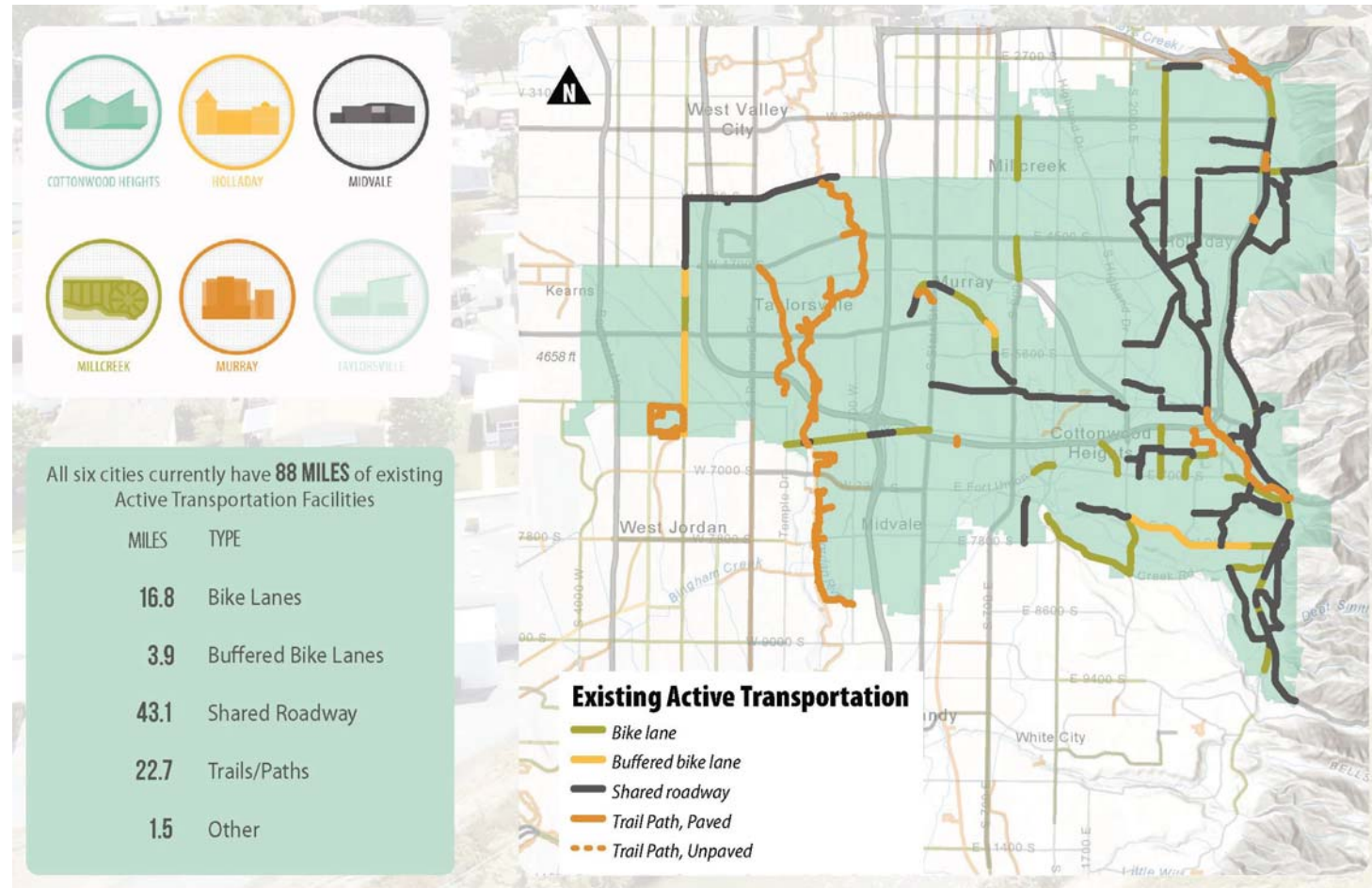
Existing Conditions

Active Transportation in Murray



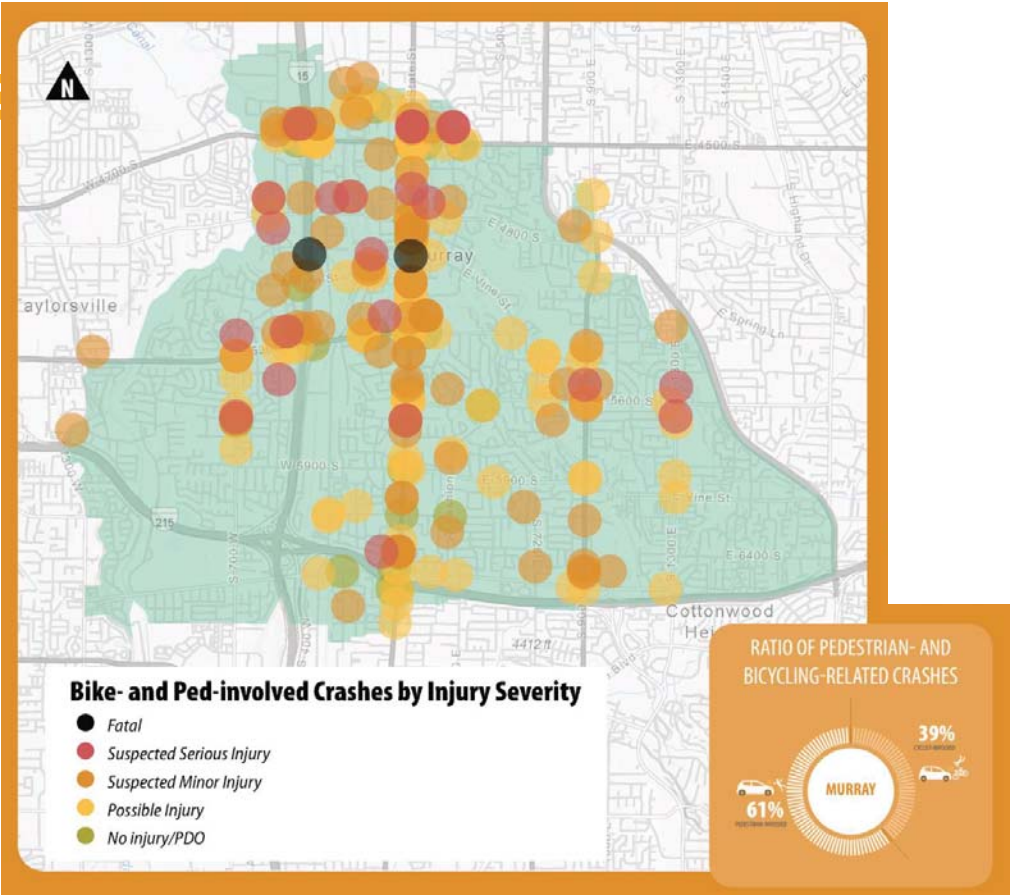
Existing Conditions

Active Transportation in the Study Area



Existing Conditions

Safety in Murray

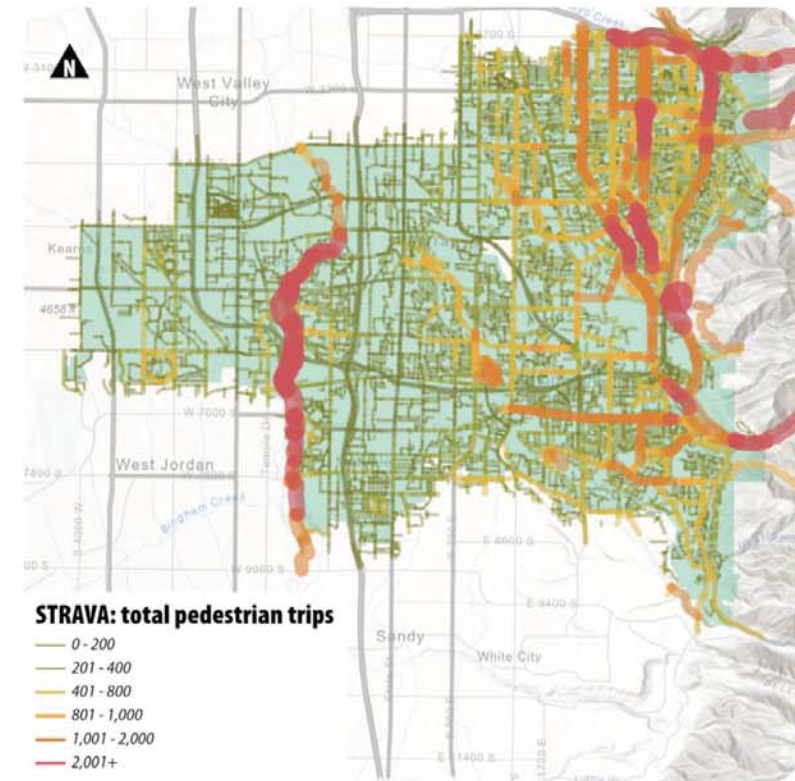
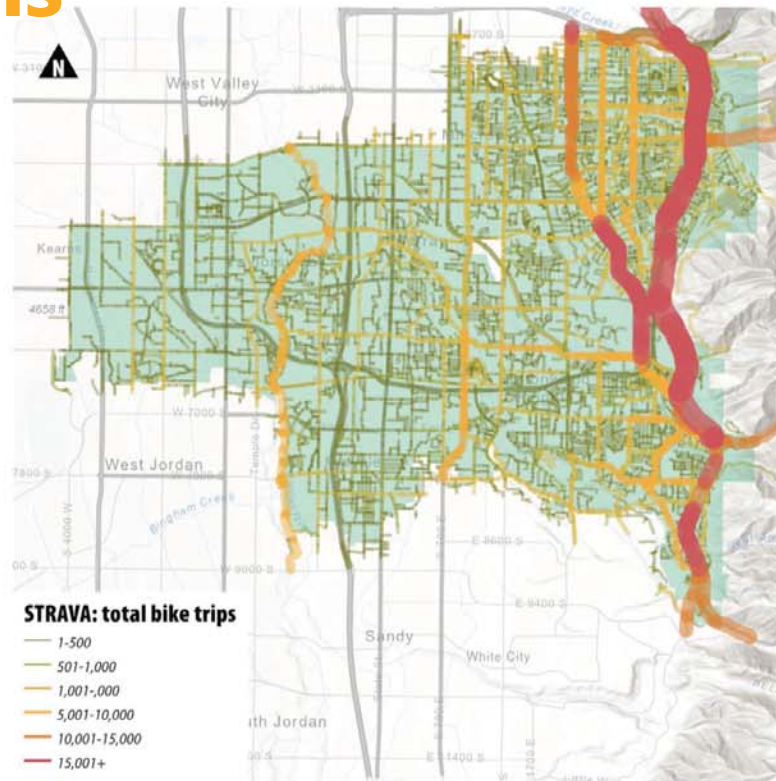


FATAL AND SERIOUS INJURY CRASHES BY MODE FOR EACH CITY (2014 - 2018)



Existing Conditions

Strava



Active Transportation Infrastructure

What we considered



BIKE LANES

This type of bikeway uses signage and striping to delineate the right-of-way assigned to bicyclists and motorists. Bike lanes encourage predictable movements by both bicyclists and motorists.



NEIGHBORHOOD BYWAYS

Neighborhood byways, also known as bicycle boulevards and neighborhood bikeways, are residential streets where bicycles and pedestrians are given priority. There are currently no examples of this in Midvale.



SHOULDER BIKEWAY

Shoulder bikeways are paved shoulders of rural roads that provide an area for bicycling that reduces speed conflicts with faster-moving motor vehicles. Paved shoulders typically do not meet accessibility requirements for pedestrians.



BUFFERED BIKE LANES

Like bike lanes, buffered bike lanes use signage and striping to delineate the right-of-way assigned to bicyclists and motorists. A buffered bike lane includes a one- to three-foot-wide striped zone between either the travel lane, or the parking lane, or both.



PROTECTED BIKE LANE

Protected bike lanes are bike lanes separated from vehicle traffic lanes by curbing, on-street parking, planters, or other physical barriers. There are currently no examples of this in Midvale.



SIDEWALK

Sidewalks are paved footpaths commonly found adjacent to roads, separated by a buffer of some sort like park strips.



MULTI-USE PATH

These combination trail/bikeway facilities are separate from roads and are for bicyclists and pedestrians. These can also be considered urban trails. Some of Midvale's notable multi-use paths include the Jordan River Parkway Trail.



SHARED ROADWAYS

Shared roadways are designated bicycle routes where bicyclists and cars operate within the same travel lane. These facilities may be marked with wayfinding signage and/or shared lane markings ('sharrows'). An example of a shared roadway in the area includes 1000 East from 7379 South to 7377 South.

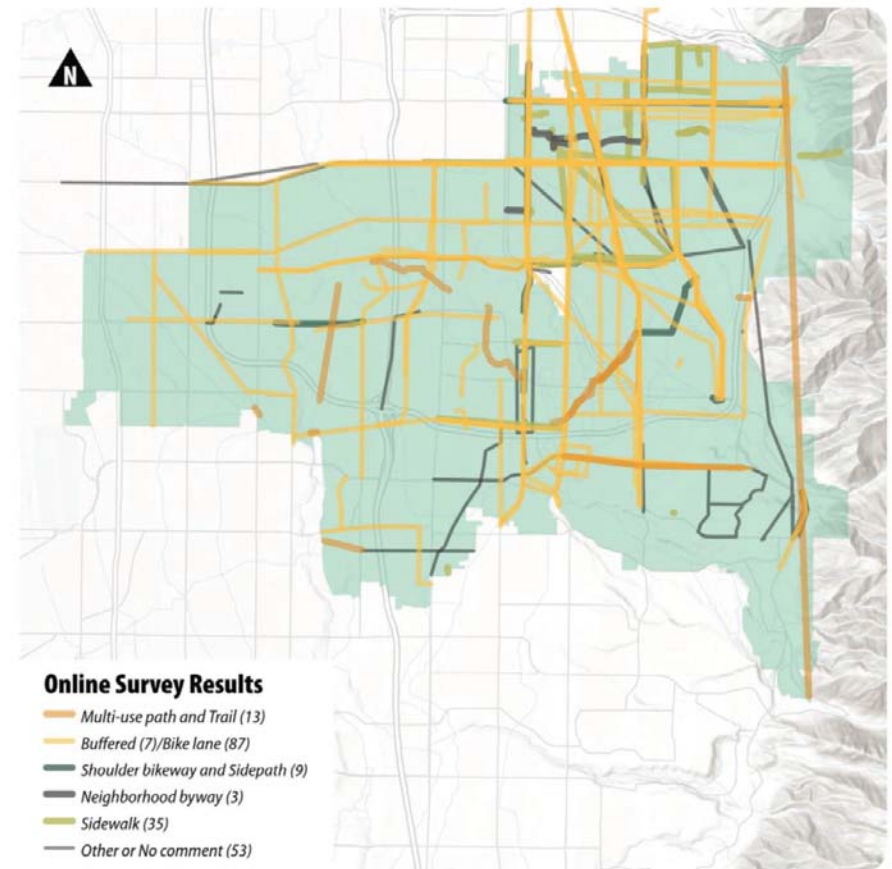
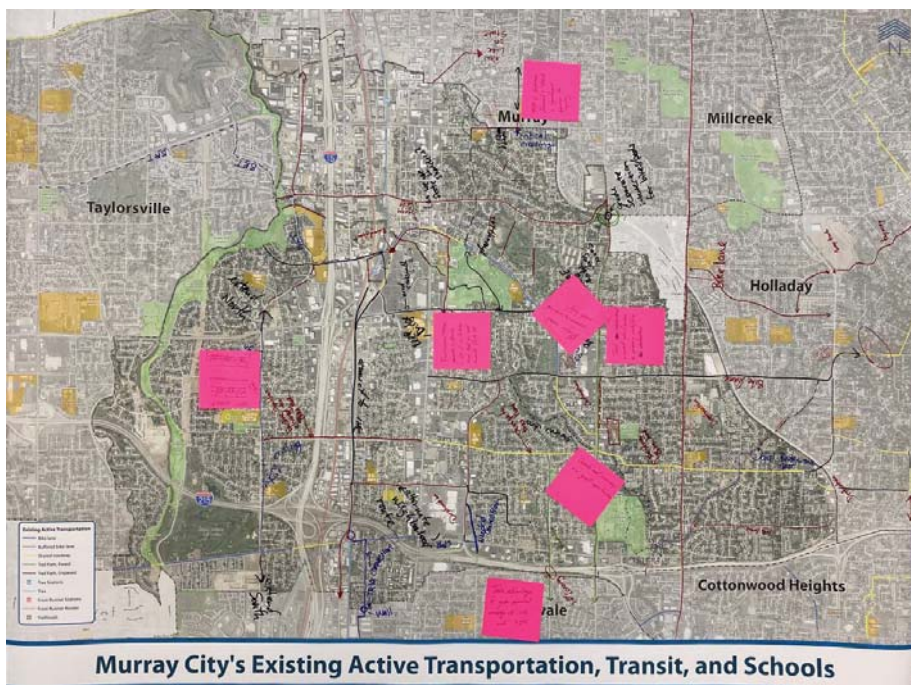


TRAIL PATH

A trail path is an off-road passage typically alongside rivers, lakes, canals, etc. Similar to a multi-use path, trails allow people to walk, hike, or other uses. Trail paths may be paved or unpaved. Some of Midvale's trails include the Jordan River Parkway Trail.

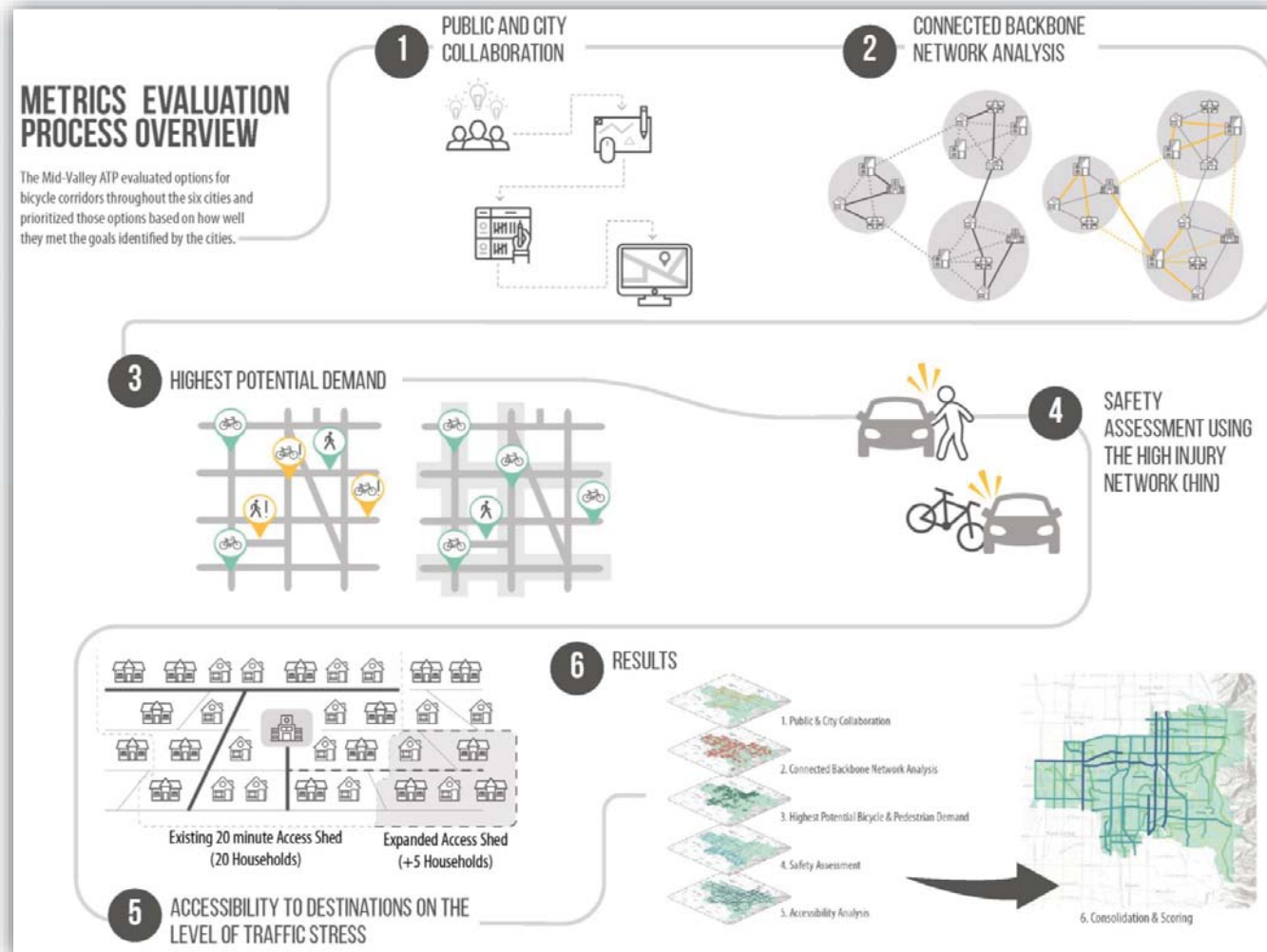
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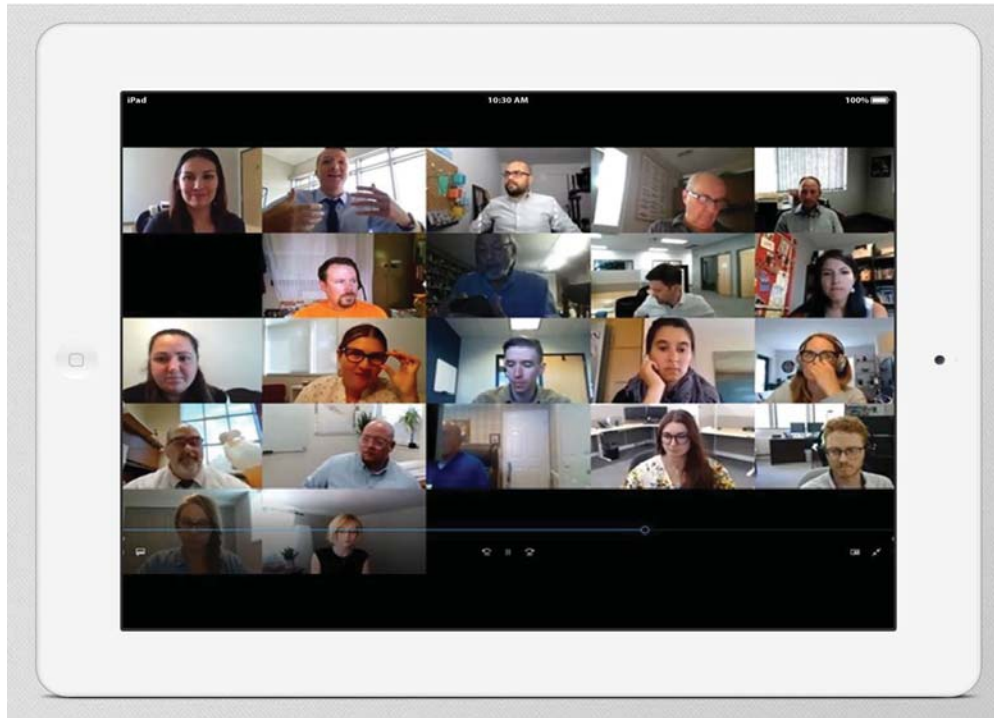


Evaluation

1. Public and City collaboration
2. Connected backbone network analysis
3. Highest potential demand
4. Safety assessment using the high injury network
5. Accessibility to destinations of the level of traffic stress



Bike Tour and Zoom Meetings



Community Involvement

OVERVIEW OF COMMUNITY ENGAGEMENT EFFORTS



32,414*
Total Online
Reach



4,940
Project Website
Visits



66
In-Person
Participants



903
Responses to
all Community
Surveys



750
New locations
identified

Community Involvement

39% of ALL SURVEY RESPONDENTS would use walking and bicycling facilities **EVERYDAY** if they were available.

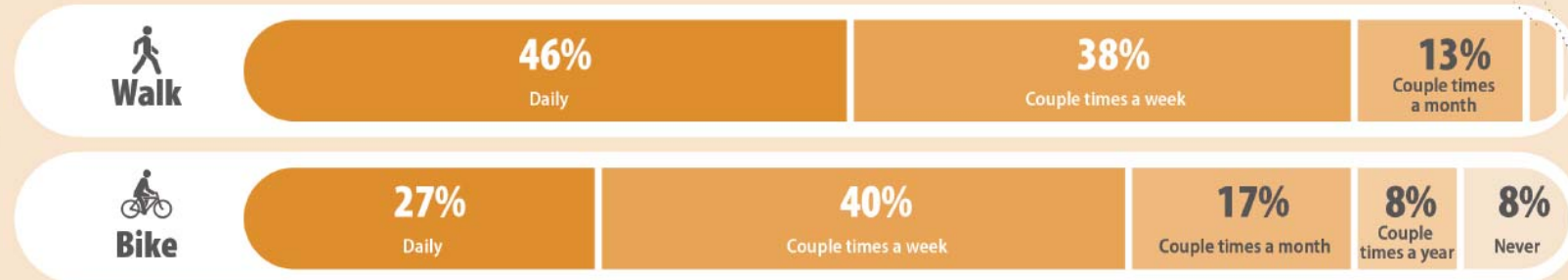


38% of ALL SURVEY RESPONDENTS would use walking and bicycling facilities at least **A COUPLE OF TIMES A WEEK** if they were available.



IF YOUR IDEAL WALKING AND BICYCLING FACILITIES WERE AVAILABLE, HOW OFTEN WOULD YOU USE THEM?

PUBLIC SURVEY RESPONDENTS

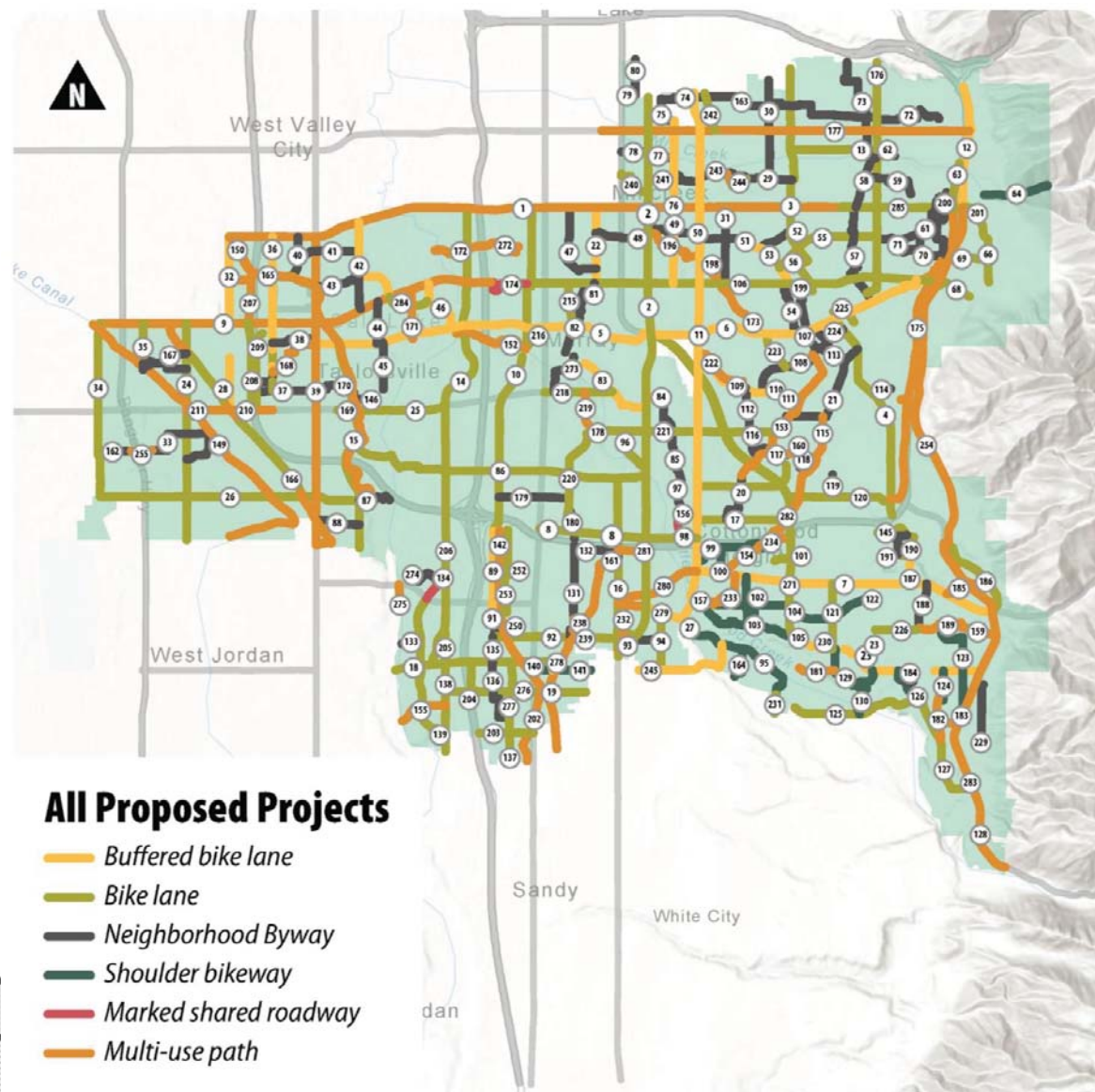


SURVEYED PROJECT TEAM



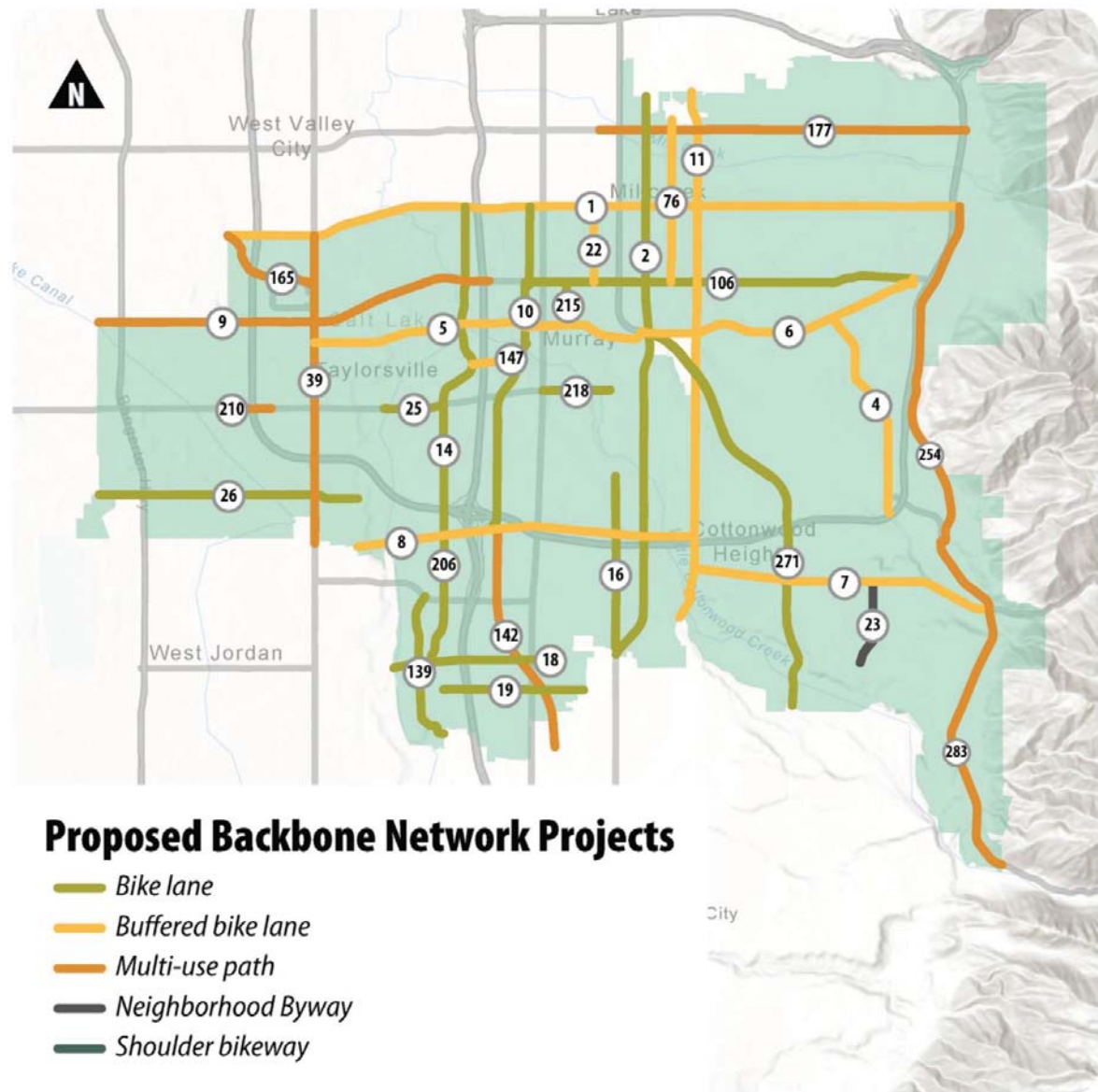
Recommended Projects

Over 240 total projects



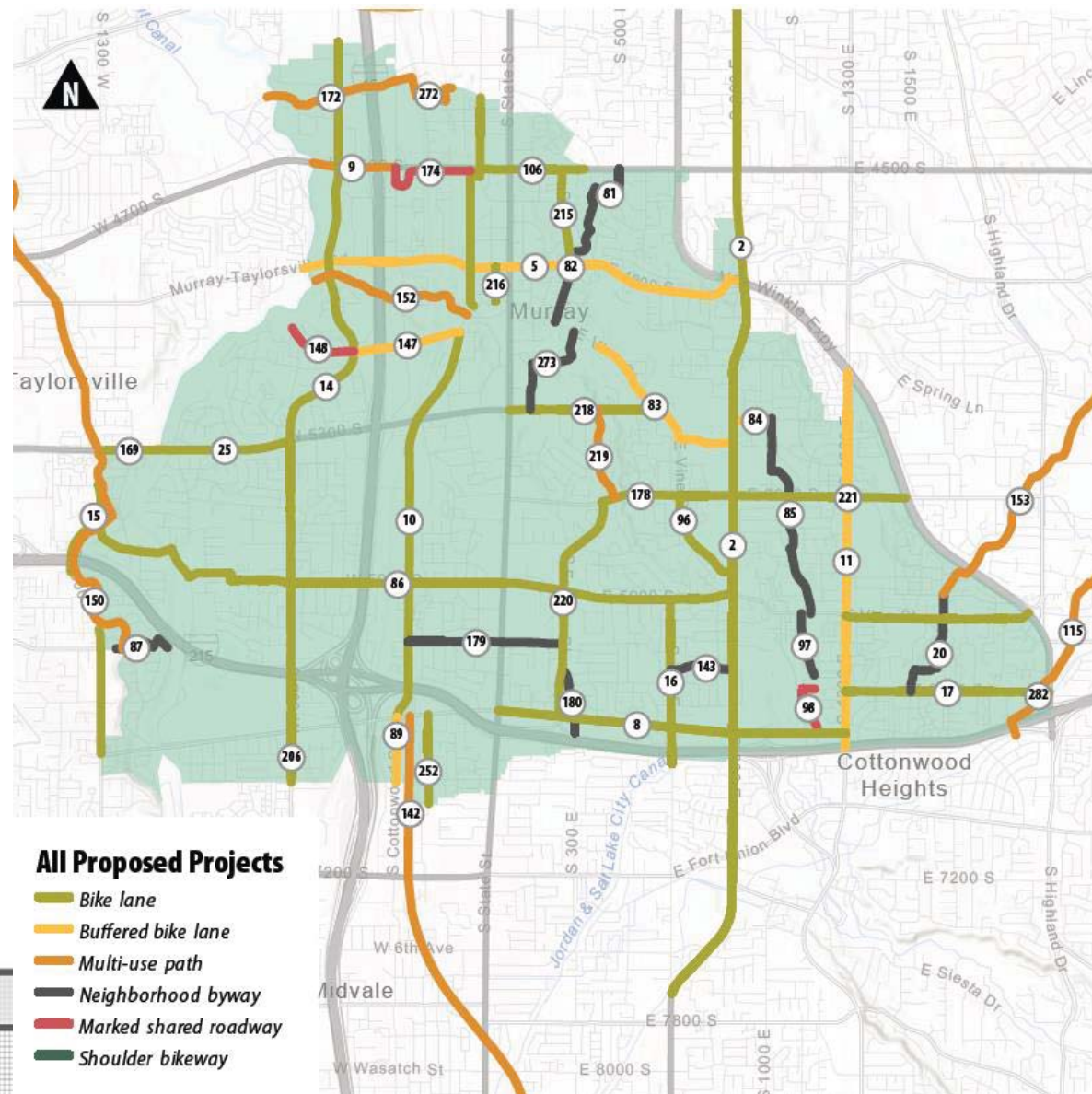
Recommended Projects

Backbone Network Projects



Recommended Projects

Murray's Projects



Active Transportation Facility Type

LEVEL 3 PROTECTION

LEVEL 2 PROTECTION

LEVEL 1 PROTECTION

SIGNED
SHARED
ROADWAY

MARKED
SHARED
ROADWAY

SHOULDER
BIKEWAY

BIKE LANE

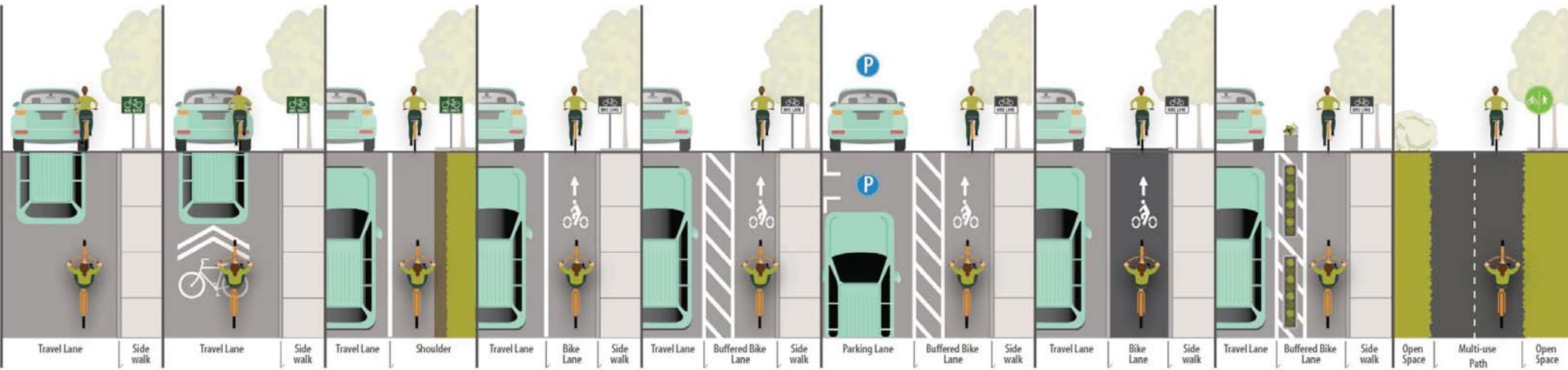
BUFFERED
BIKE LANE

CYCLE TRACK:
AT-GRADE,
PROTECTED
WITH PARKING

CYCLE TRACK:
RAISED AND
CURB
SEPARATED

CYCLE TRACK:
PROTECTED
WITH BARRIER

MULTI-USE
PATH



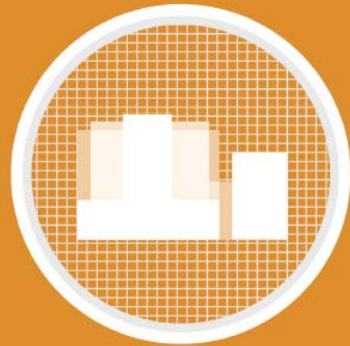
4800 South Design (Murray and Taylorsville)

4 miles in length (900 East – Redwood Road)



Thank you!

Questions?



MURRAY

www.midvalleyatp.com

MID-VALLEY ACTIVE
TRANSPORTATION
NETWORK





MURRAY
CITY COUNCIL

Business Item



Power Department
Adoption of Red Mesa
Tapaha Solar Project/Power
Sales Agreement Resolution

Murray

Council Action Request Form

Council Meeting

August 23, 2022

Department Director: Blaine Haacke Phone # 801-264-2728 Presenter: Blaine Haacke Required Time for Presentation: 10 minutes Is this time sensitive? Yes Mayor's Approval: Date: August 16, 2022	<u>Purpose of the Proposal</u> Murray City execution of power sales agreement for Red Mesa large-scale solar energy. <u>Action Requested</u> Council adoption of resolution authorizing execution of amended power agreement. <u>Attachments</u> 1-Power Department memo 2-UAMPS talking points 3-Resolution authorizing execution of amended transaction schedule 4- Red Mesa Tapaha Solar Firm Power Supply Agreement Amended and Restated Transaction Schedule <u>Budget Impact</u> Red Mesa solar pricing would be \$37/mwh with an approximate \$400K impact annually on the resource budget. <u>Description of this item</u> Please refer to attachment #1 above, which is the Power Department General Manager's introduction and general analysis of the project.
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Memorandum



TO: Murray Municipal Council

FROM: Blaine Haacke

DATE: August 15, 2022

SUBJECT: Power Department general introduction of the Red Mesa Tapaha large scale solar project

On August 23, 2022, in the Municipal Council meeting, the Power Department will be asking the Council to adopt a resolution authorizing an agreement with the Navajo Tribal Utility Authority (NTUA) for energy to be received from the Red Mesa Tapaha Solar project. This agreement will bring solar energy into the city on a 25-year agreement at a set price for the life of the project.

A little history and background will be needed for the Council to make a wise and informed decision on this agreement. Back in January 2019, Murray City submitted a solicitation of interest to UAMPS in the NTUA solar project. At that time, the City indicated a 5,000 kw interest (7.5758%) in the 66 mW project.

In August of that year, 2019, the Council adopted a resolution authorizing the city to enter into a long-term agreement with the NTUA. On September 9th of that year, Mayor Camp signed that Power Supply Agreement. Everything was in order and set for an initial commercial operation date of mid-year 2022. The pricing mechanism for that project commenced with a base of \$23.15/mwh in Year One with a 2% sliding escalator annually for the 25-year period. The average cost of power over the 25-year agreement would be around \$29-30/mwh.

So, at that time, Murray and other UAMPS participants entered into the agreement with the NTUA for energy to be constructed and produced in the Four Corners area. Preliminary design and engineering was being performed. June 2022 was the goal for initial commercial operation. However, due to Covid-19 labor, transportation, supply chain and photovoltaic issues, from both overseas and domestically, and increased costs along the entire construction line, the project was brought to a halt. NTUA began to question the feasibility of the project.

NTUA approached UAMPS about the possibility of re-negotiating the agreement. At first UAMPS balked at the request. NTUA decided to exercise a force majeure clause because of the labor and supply chain issues that they claimed were beyond their control. NTUA felt it couldn't perform as outlined. After months of back-and-forth inquiry, UAMPS realized that the best alternative would be to re-open and re-negotiate the NTUA 2019 agreement.

Several factors came into play in reaching this decision. These factors will be detailed in the August 23 COW and Council meeting, but they include the higher present cost of building a renewable project and the formidable and lengthy permitting process for a large-scale solar project.

A few weeks ago, the UAMPS Board of Directors approved the adoption of a new NTUA Tapaha Red Mesa agreement. This action will require Council involvement by all of the participating cities, like Murray, to ratify, modify and /or amend the transaction schedule and power supply agreement. This action will be asked of the Murray Council in the regular council meeting on August 23, 2022. Power staff will detail this administrative process including the introduction of the new price of \$37/mwh set price for the 25-year contract life.

Power Department staff is requesting that the Council adopt the Resolution that is included in this packet allowing the city to enter into a new, revised power supply agreement. Power staff will discuss this in detail in both the COW and the Council Meeting on August 23, 2022. Because of a tight time, constraint with UAMPS, we would like to present this discussion and adopt it the same evening. We look forward to your comments and questions on August 23.

The City Attorney Office has reviewed the Resolution and the Firm Power Supply Agreement, and they are prepared to make comments to it if the Council needs additional information.



Red Mesa Tapaha Solar Resource Talking Points for UAMPS Participants' Governing Bodies

What is the resource? The Red Mesa Tapaha Solar Resource will be a 66 MW solar photovoltaic generation facility to be located on Navajo Nation reservation in southeastern Utah. The facility is scheduled to become operational in March 2023.

How is UAMPS contracting for the resource? UAMPS is entering into a power purchase agreement with Navajo Tribal Utility Authority Generation-Utah, LLC, a subsidiary of Navajo Tribal Utility Authority ("NTUA") on behalf of UAMPS members electing to participate in this project. UAMPS is utilizing the Master Firm Supply Agreement with a specific transaction schedule for the Red Mesa Tapaha Solar Resource as the agreement with its members participating in this project.

What is the term of the arrangement? The PPA between NTUA Generation and UAMPS provides for the delivery of solar energy for twenty-five years once the project comes online (March 2023).

What is NTUA's development experience? NTUA has developed and brought online two utility scale solar projects within the last three years on the Navajo Nation and is in the process of developing additional solar resources on and off the Navajo Nation reservation. NTUA will use a significant amount of its proceeds from the proposed project to support electrification on the Navajo Nation, such as with its Light Up Navajo! Initiative.

What happens if the project does not come online as expected? NTUA Generation will provide development security to protect UAMPS from delays in the project coming online or the failure of the project to ultimately become operational.

Supply chain constraints have slowed deliveries for new solar projects. The industry has seen many projects delayed or cancelled as a result of this challenging environment.¹ To accommodate these challenges, the commercial operation date for Red Mesa Tapaha Solar which was initially planned for June 2022, has been pushed to March 2023.

Recently, NTUA has been sending updates on construction progress, and shipping for solar panels and inverters. Per contract terms, NTUA will be providing regular updates from now until the commercial operation date.

What is the pricing? The pricing is \$37.00/MWH and has no escalation. This pricing includes renewable energy credits.

¹ Bloomberg: "NextEra Says Tariff Probe May Slow Solar, Storage Projects."

<https://www.bloomberg.com/news/articles/2022-04-21/nextera-says-tariff-probe-may-delay-some-solar-storage-projects>

Reuters: "U.S. solar industry warns of slowdown due to supply chain disruptions, tariff uncertainty."

<https://www.reuters.com/world/us/us-solar-industry-warns-slowdown-due-supply-chain-disruptions-tariff-uncertainty-2022-04-28/>

What protections are in the Amended and Restated PPA for Red Mesa Tapaha for non-performance? The development security and delay damages amounts were increased in the Amended and Restated PPA by approximately 30%. Additionally, NTUA has increased the contractual Net Annual Deliveries by 4.7%. NTUA is responsible to pay liquidated damages if the Net Annual Delivery Quantity is not delivered.

What guarantee do we have that the Amended and Restated PPA's price per MWh will not increase again?

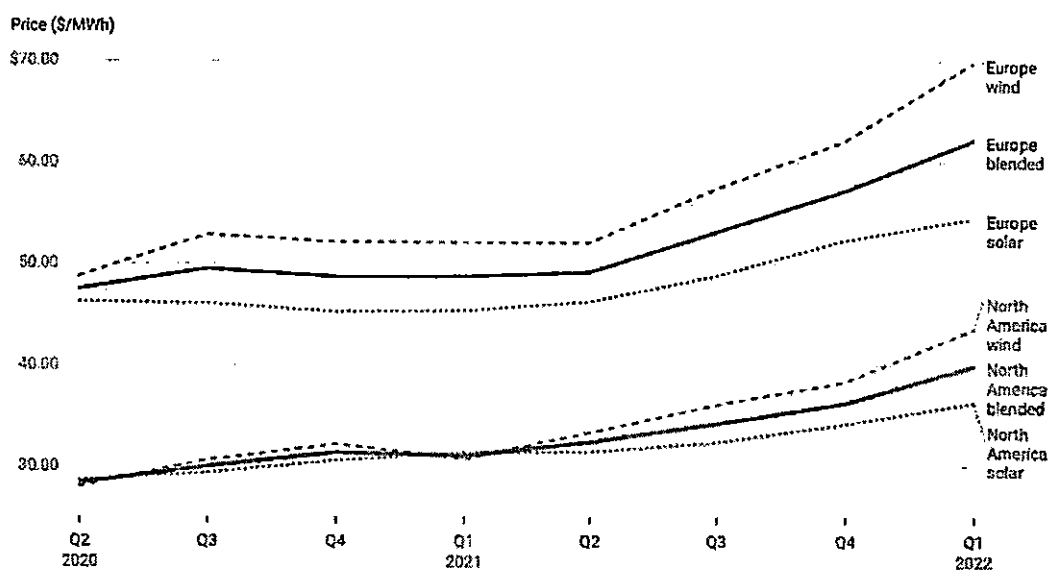
The Contract Price in the Amended and Restated PPA includes language that states, "In no event shall the Contract Price be increased for any reason, including Excused Delay or Force Majeure."

What would happen if a participant does not approve the Amended and Restated Transaction Schedule? UAMPS would solicit interest from other UAMPS members willing to pick up any available output from the Red Mesa Tapaha Solar Resource.

If the terms and conditions were not met in the original PPA, why did UAMPS not terminate the project?

NTUA identified a Force Majeure claim, pushing out the commercial operation date. UAMPS had the option of litigating the Force Majeure claim, but it would have been an uphill battle. Additionally, NTUA identified that the project was no longer financeable at the original PPA Contract Price. As a result of the requested change in Contract Price, UAMPS had the option of identifying an anticipatory breach of contract and walking away from the contract with the development security (subject to possible litigation). However, any alternative solar PPA would be at an increased price with an online date of approximately five years due to transmission restrictions and equipment availability. (See the below graph showing PPA index value for North American Solar in Q1 2022 at \$36.31/MWh with an increasing price trajectory.)

LevelTen's PPA Price Index



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RED MESA TAPAHA SOLAR PROJECT AMENDED AND RESTATED TRANSACTION SCHEDULE UNDER THE POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

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

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

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

WHEREAS, UAMPS has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt (MW) solar photovoltaic generation facility to be located on the Navajo Nation, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Navajo Generation LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Red Mesa Tapaha Amended and Restated Transaction Schedule ("*Transaction Schedule*") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Red Mesa Tapaha Amended and Restated Transaction Schedule. The Amended and Restated Transaction Schedule, in substantially the form presented at the meeting at which this Resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Amended and Restated Transaction Schedule on behalf of the Member. Promptly upon its execution, the Amended and Restated Transaction Schedule shall be filed in the official records of the Member.

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

Section 3. Miscellaneous; Effective Date.

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

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Kat Martinez, Chair

ATTEST:

Brooke Smith, City Recorder

EXHIBIT A
RED MESA TAPAHA SOLAR AMENDED AND RESTATED TRANSACTION SCHEDULE

**RED MESA TAPAHA SOLAR
FIRM POWER SUPPLY AGREEMENT
AMENDED AND RESTED TRANSACTION SCHEDULE**

This Amended and Restated Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Amended and Restated Transaction Schedule are signatories provide for the following transactions. The Parties to this Amended and Restated Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Murray City

ENTITLEMENT SHARE: 7.5758%

SUPPLIER: NTUA Generation – Utah, LLC (the “Red Mesa Tapaha Solar Project”)

EFFECTIVE DATE: The Amended and Restated Power Purchase Agreement by and between UAMPS and NGI Generation-Utah, LLC for the Red Mesa Tapaha Solar Resource (the “Amended and Restated PPA”) was executed on July 27, 2022. The Amended and Restated PPA becomes effective upon UAMPS obtaining member governing body approvals which UAMPS anticipates satisfying within 90 days. The Scheduled Commercial Operation Date (“COD”) is March 15, 2023. The COD may not occur earlier than April 1, 2022 but not later than September 15, 2023.

TERM: A 25-year delivery term commencing on COD. The Amended and Restated PPA will become effective upon UAMPS satisfying the condition precedent identified above.

AMOUNT: 5,000 kW and associated Environmental Attributes

PRICE: \$37.00/MWh

**OTHER
PROVISIONS:**

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the Amended and Restated PPA and will delivery to the Purchaser its Entitlement Share of the Red Mesa Tapaha Solar Resource. The Red Mesa Tapaha Solar Resource is to be constructed as a 66 MW from solar photovoltaic generation facility located on the Navajo Reservation.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

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

Buyout Options: Under the Amended and Restated PPA, UAMPS has the ability to buy the Red Mesa Tapaha Solar Resource from NGI at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Red Mesa Tapaha Solar Resource.

Other: Any costs incurred by UAMPS due solely to this Amended and Restated Transaction Schedule, including but not limited to Amended and Restated PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Amended and Restated Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2022.

MURRAY CITY

By: _____

Title: _____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____

RESOLUTION NO. 19-37

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS AND THE RED MESA TAPAHHA SOLAR PROJECT TRANSACTION SCHEDULE UNDER SUCH POWER SUPPLY AGREEMENT; AND RELATED MATTERS.

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

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

WHEREAS, firm transactions may be advantageously utilized by the Member to manage costs of acquiring bulk supplies of electric power and energy to meet the requirements of the consumers served by the System and UAMPS has offered to enter into a Master Firm Power Supply Agreement attached hereto as Exhibit A (the "*Power Supply Agreement*") with the Member pursuant to which UAMPS and the Member may from time to time enter into various firm transactions for the purchase and sale of firm supplies of electric power and energy; and

WHEREAS, UAMPS has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt (MW) solar photovoltaic generation facility to be located on the Navajo Nation, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Navajo Generation LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Power Supply Agreement and to delegate authority to the Member's Representative to UAMPS (the "*Member Representative*") to enter into firm power supply transactions from time to time with UAMPS thereunder as well as the Red Mesa Tapaha Solar Transaction Schedule attached hereto as Exhibit B ("*Transaction Schedule*"), subject to the parameters set forth in this Resolution.

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

Section 1. Execution, Delivery and Filing of the Power Supply Agreement. The Power Supply Agreement, in substantially the form attached as Exhibit A , is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Supply Agreement on behalf of the Member, and the City Recorder is hereby authorized, empowered and directed to attest, countersign and affix the corporate seal of the Member to the Power Supply Agreement, with such changes to the Power Supply Agreement from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Power Supply Agreement shall be filed in the official records of the Member.

Section 2. Authorization of Red Mesa Tapaha Transaction Schedule; Authorization of Transactions and Transaction Schedules. (a) The Transaction Schedule, in substantially the form attached as Exhibit B , is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

(b) In addition, the Member Representative is hereby authorized to enter into one or more Transactions with UAMPS pursuant to the provisions of the Power Supply Agreement and to execute on behalf of the Member one or more Transaction Schedules reflecting such Transactions. This authorization shall extend to all Transactions which, in the aggregate,

(i) provide a quantity of electric power energy that does not exceed the Member's anticipated requirements for the period covered by the Transaction or Transactions (such anticipated requirements being as determined by the Member Representative based upon the operating history of the System) and

(ii) are reasonably anticipated to require payments by the Member in each year not exceeding the budgeted power supply costs of the System for the fiscal year in which such Transaction or Transactions are entered into by the Member. All other Transactions shall require the prior approval of the UAMPS Board.

Section 3. Other Actions with Respect to the Joint Action Agreement. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Power Supply Agreement and the performance thereof.

Section 4. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 27th day of August, 2019.

MURRAY CITY MUNICIPAL COUNCIL


Dave Nicponski, Chair

ATTEST:



Jennifer Kennedy, City Recorder



EXHIBIT A

Power Supply Agreement



MASTER FIRM POWER SUPPLY AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
MURRAY CITY

This Master Firm Power Supply Agreement (this "Agreement"), is made and entered into as of July 1, 2018, between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("UAMPS"), and Murray City, a political subdivision of the State of Utah and a member of UAMPS (the "Purchaser"). UAMPS and the Purchaser are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS:

UAMPS has been organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act") and the Utah Associated Municipal Power Systems Agreement for Joint and Cooperative Action, as amended and restated from time to time (the "Joint Action Agreement"), for the certain purposes, including acquiring reliable and economic supplies of electric power and energy for the benefit of the public agencies that are the parties to the Joint Action Agreement (the "Members"); and

UAMPS and the Purchaser desire to enter into this Agreement to set forth the terms and conditions upon which UAMPS will sell and the Purchaser will purchase firm power and energy from certain sources as provided herein.

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1 – DEFINITIONS AND CONSTRUCTION

1.1 Capitalized terms used in this Agreement shall have the meanings assigned to such terms herein and the following terms shall have the following meanings:

"Board" means the Board of Directors of UAMPS.

"Entitlement Share" means, with respect to each Transaction, the percentage obtained by dividing the electric capacity sold to the Purchaser hereunder (as listed on the applicable Transaction Confirmation) by the total electric capacity purchased by UAMPS under the related Firm Agreement.

"Firm Agreement" means an agreement entered into by UAMPS pursuant to this Agreement for the purchase of firm supplies of electric power and energy.

"Point of Delivery" means the point of delivery of all power and energy delivered to Purchaser by UAMPS under this Agreement, which point shall be the same as the point of delivery under the Transmission Agreement.

"Pooling Agreement" means the Power Pooling Agreement between UAMPS and the Purchaser including all appendices and schedules attached thereto, as supplemented and amended from time to time.

"Transaction" means a firm power purchase and sale transaction between UAMPS and the Purchaser pursuant to this Agreement, as set forth on a Transaction Schedule.

"Transaction Schedule" means a written schedule setting forth the specific terms of a Transaction, in substantially the form attached hereto as Exhibit 1.

"Transmission Agreement" means any transmission agreement or tariff utilized by UAMPS for the transmission of power and energy from UAMPS' point of receipt under a Firm Agreement to the Purchaser's Point of Delivery.

1.2 The words "hereunder," "herein," "hereto" and similar words refer to this Agreement and references to Sections refer to the Sections of this Agreement.

1.3 This Agreement is entered into pursuant to the authority contained in the Act and in furtherance of the provisions of the Joint Action Agreement. This Agreement shall be construed in accordance with the provisions of the Act and the laws of the State of Utah.

SECTION 2 – TERM AND TERMINATION

2.1 This Agreement shall be effective on and as of the date first written above and, subject to the provisions of Section 2.3, the purchase and sale obligations of the Parties hereunder shall remain in full force and effect through the latest of (1) the date of the termination of the Joint Action Agreement, (2) ninety (90) days following notice of an election by either party to terminate this Agreement as provided in Section 2.2, and (3) March 31, 2049.

2.2 So long as no Transaction Schedule is then in effect, either Party may terminate its purchase or sale obligations under this Agreement by giving at least 90 days' written notice to the other Party of its election to terminate this Agreement.

2.3 Upon the expiration or termination of purchase and sale obligations of the Parties under this Agreement, this Agreement shall remain in effect for a period of 90 days for the limited purpose of any necessary winding-up arrangements, including the payment of any amounts owed to UAMPS by the Purchaser for services previously rendered hereunder.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants to the other Party that (1) it possesses all legal power and authority necessary on its part to enter into this Agreement and each Transaction Schedule and to perform its obligations hereunder and thereunder, and (2) this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. Upon the request of the other Party, each Party agrees that it will provide such certificates and legal opinions as may be reasonably necessary to confirm the foregoing representations and warranties with respect to any Transaction

SECTION 4 – INITIAL TRANSACTION; FORMATION OF ADDITIONAL TRANSACTIONS

4.1 UAMPS has previously entered into (1) an Agreement for Supply of Power and Energy dated as of February 10, 1988 (the "Idaho Power Agreement") with the Idaho Power Company ("IPC") providing for the purchase of firm power and energy by UAMPS, and (2) Idaho Power Supply Agreements (the "Idaho Supply Agreements") with certain of the Members providing for the sale by UAMPS of all of the power and energy purchased by it under the Idaho Power Agreement. UAMPS is now engaged in negotiations with IPC regarding the terms of future firm power and energy purchases from IPC under the Idaho Power Agreement.

4.2 In the event that the Purchaser is one of the Members that has previously entered into an Idaho Supply Agreement with UAMPS, (1) the Idaho Power Agreement, as amended or supplemented as a result of such negotiations, shall constitute a Firm Agreement under this Agreement and (2) this Agreement and Transaction Schedule IPC shall be attached hereto, from and after the effective date thereof, supersede and replace in all respects the Idaho Supply Agreement between the Parties.

4.3 During the term of this Agreement, UAMPS will monitor the Members' requirements for firm supplies of power and energy and will seek to identify prospective suppliers for such requirements. UAMPS will from time to time notify the Purchaser, all other Members that have entered into firm power supply agreements comparable to this Agreement

and the appropriate committee of the Board of potential firm power supply transactions. Upon the request of the Purchaser, UAMPS will use its best efforts to negotiate and enter into additional Firm Agreements for the benefit of the Purchaser and any other requesting Members of UAMPS. Prior to the effective date of any additional Firm Agreement, UAMPS will provide to the Purchaser and to any other requesting Members the proposed terms of the Firm Agreement and Transaction Schedule, together with such additional information as UAMPS shall deem necessary or desirable.

4.4 This Agreement and each Transaction Schedule entered into by the Parties hereunder shall be read and construed as a single instrument governing a particular Transaction. In the event of any discrepancy between the provisions of this Agreement and of any Transaction Schedule, the provisions of the Transaction Schedule shall control.

SECTION 5 – PURCHASE AND SALE OF CAPACITY AND ENERGY

5.1 UAMPS shall use its best efforts to schedule for the account of the Purchaser the total capacity and associated energy from each Transaction and will use its best efforts to cause such capacity and energy to be delivered to the Purchaser at the Point of Delivery pursuant to the Transmission Agreement. The Purchaser agrees that UAMPS shall have no obligation to provide power and energy to the Purchaser under this Agreement if UAMPS is prevented from providing power and energy due to a failure to perform by the other party to a Firm Agreement, the lack of available transmission capacity or other forces beyond the control of UAMPS.

5.2 In the event that UAMPS is unable for any reason to schedule the full amount of capacity and associated energy under any Firm Agreement (whether as a result of a failure to perform by the other party under the Firm Agreement, interruptions in transmission under the Transmission Agreement or otherwise), UAMPS shall schedule for the account of the Purchaser the amount of capacity equal to the product of the Purchaser's Entitlement Share and the amount of capacity actually available to UAMPS under the affected Firm Agreement.

5.3 The Purchaser shall take and pay for all capacity and energy scheduled for its account by UAMPS pursuant to this Agreement.

SECTION 6 – OPERATING AND SCHEDULING PROCEDURES

6.1 UAMPS shall schedule all power and energy under this Agreement in accordance with its operating and scheduling procedures as approved by the Board and in effect from time to time. UAMPS shall use its best efforts to ensure that such operating and scheduling procedures, to the extent practicable, promote the efficient and economic utilization of all power and energy from each Firm Agreement for the benefit of all of the Members that have entered into a related Transaction. UAMPS shall provide timely written notice to the Purchaser of any changes in the operating and scheduling procedures.

6.2 All power and energy available to the Purchaser as a result of any Transaction shall be assigned to the UAMPS Pool Project pursuant to the Pooling Agreement.

SECTION 7 - AMOUNTS TO BE PAID BY PURCHASER

7.1 The Purchaser shall pay UAMPS for all power and energy scheduled with respect to each Transaction under this Agreement an amount equal to the sum of (1) the charges for all capacity and energy, as set forth on the applicable Transaction Schedule, scheduled for the Purchaser by UAMPS, (2) the charges for transmission of such power and energy to the Point of Delivery under the terms of the Transmission Agreement, pursuant to such methodology as shall be approved from time to time by the Board, and (3) the product of the Purchaser's Entitlement Share and such other costs and expenses of UAMPS related to a Firm Agreement, the Transmission Agreement or otherwise, as determined from time to time by the Board.

7.2 All expenses charged to or incurred by UAMPS as a result of the specific Firm Agreement, the Transmission Agreement, or any other costs, administration or otherwise, which are not satisfied by the revenue under Section 7.1 above, shall be billed to the Purchaser by multiplying such unsatisfied expenses by the Purchaser's Entitlement Share for the applicable Transaction.

7.3 The amount of power and energy purchased by the Purchaser under Section 7.1 shall be determined in accordance with UAMPS' operating and scheduling procedures, as approved by the Board and in effect from time to time.

7.4 The Purchaser shall notify UAMPS in writing of its order and priority of resources and of any changes thereto. UAMPS shall have the right to verify such resources and shall notify Purchaser of each verification or denial of a resource as soon as possible.

SECTION 8 - PAYMENTS AND SETTLEMENTS

8.1 Amounts owed by the Purchaser to UAMPS in respect of each Transaction shall be billed to the Purchaser and shall be payable by the Purchaser at the times and in the manner provided in UAMPS' prevailing billing procedures and billing period. Such billing procedures and billing period may be changed from time to time by the Board. The initial billing period under this Agreement shall be a calendar month and for so long as such billing period is in effect, (1) all payments due UAMPS hereunder shall be billed to the Purchaser by the 25th day of the month following the billing period, and (2) all payments shall be due and payable at UAMPS office by the 15th day of the following month.

8.2 If payment in full of an amount due from the Purchaser pursuant to this Agreement is not made on or before the close of business on the due date of such payment, a

delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Purchaser. If said due date is Saturday, Sunday or a legal holiday in the State of Utah, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

8.3 In the event of any dispute as to any portion of any amount due from the Purchaser to UAMPS pursuant to this Agreement, the Purchaser shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such bill was submitted. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Board shall give consideration to such dispute and shall advise the Purchaser with regard to its position relative thereto within forty (40) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount paid shall be accounted for on the statement next submitted to the Purchaser after such determination.

8.4 All payments made by the Purchaser pursuant to this Agreement shall constitute a cost of purchased electric capacity and energy and an operating and maintenance expense of its electric system and UAMPS shall be entitled, in the event of any non-payment by the Purchaser of any amounts due under this Agreement, to all of the rights and remedies of any other unpaid supplier of goods and services for use in the operation and maintenance of the Purchaser's electric system.

8.5 The obligation of the Purchaser to make the payments provided for in this Agreement shall be limited to the revenues and available reserves of the electric system of the Purchaser. In no event shall the payment obligations of the Purchaser under this Agreement be deemed to constitute an indebtedness or liability of the Purchaser within the meaning of any applicable constitutional or statutory limitation or restriction and the Purchaser shall not be obligated to levy any taxes, general or special, for the purpose of paying to UAMPS, or to any assignee of UAMPS, any sum due under this Agreement.

SECTION 9 – GENERAL PROVISIONS

9.1 Either Party shall have the right, at all reasonable times, to review and audit the books, records and documents of the other Party, directly pertaining to the billings and power delivery data required to administer this Agreement. Information obtained by either Party's representatives in examining the other Party's applicable records to verify such billings and power delivery data shall not be disclosed to third parties without prior written consent of the audited Party.

9.2 UAMPS hereby classifies this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto, as "protected records" within the meaning of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated 1953, as amended ("GRAMA"), and its policies thereunder. Such classification is based upon, among other things, the provisions of Section 63-2-304(3) and (4), Utah Code Annotated 1953, as amended, and the immediate and substantial financial and commercial harm that would be suffered by UAMPS as a result of the disclosure of such information to actual or potential competitors. The Purchaser agrees that this Agreement, each Firm Agreement and each Transaction Schedule, and all books, records and data relating hereto contain sensitive commercial information, the disclosure of which to actual or potential competitors will cause immediate and substantial financial and commercial harm to the UAMPS and the Purchaser, but has not classified this Agreement or any of the documents and records relating to this Agreement as a "protected record" under GRAMA. The Purchaser agrees that it will use its best efforts, to the extent permitted by GRAMA, to avoid disclosing to any person the commercial information contained in this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto. In the event that the Purchaser receives a request for disclosure of the material described in this section, the Purchaser agrees that it shall use its best efforts to immediately notify UAMPS and afford UAMPS the opportunity to contest any disclosure of the same.

9.3 A waiver at any time by a Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

9.4 Any notice or demand by the Purchaser to UAMPS under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to UAMPS at its principal office or if telecopied to UAMPS with receipt confirmed, followed by a written copy of such notice or demand mailed to UAMPS postage prepaid; any notice or demand by UAMPS to the Purchaser under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to the Purchaser's Representative at his address on file with UAMPS or if telecopied to the Purchaser's Representative with receipt confirmed, followed by a written copy of such notice or demand mailed to the Purchaser's Representative postage prepaid. The designations of the name and the address to which any such notice or demand is directed above may be changed from time to time by either Party by giving written notice as provided above.

9.5 The Purchaser may not assign or transfer this Agreement or its any of its rights hereunder, nor may it sell, assign or dispose of all or any portion of its Entitlement Share without first obtaining the written approval of UAMPS.

9.6 This Agreement shall not be construed to require either Party to provide or purchase power and energy from any other agreement, other than this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers as of the date first above written.

**UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS**

By: _____
Chairman

[SEAL]

COUNTERSIGN AND ATTEST:

Secretary

MURRAY CITY

By: _____
Mayor

[SEAL]

COUNTERSIGN AND ATTEST:

City Recorder

EXHIBIT 1

FORM OF TRANSACTION SCHEDULE

Firm Agreement:	_____
Effective Date:	_____
Term:	_____
Type of Delivery:	Firm Capacity and Energy
Total Capacity and Energy:	
Price:	\$_____/MW; \$_____/MWh
Purchaser's Entitlement Share:	_____

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By _____

[PURCHASER]

By _____

EXHIBIT B

The Transaction Schedule

**RED MESA TAPAHÁ SOLAR
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Murray City

ENTITLEMENT SHARE: 7.5758%

SUPPLIER: NTUA Generation – Utah, LLC (the “Red Mesa Tapaha Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and NGI Generation-Utah, LLC for the Red Mesa Tapaha Solar Resource (the “PPA”) was executed on July 17, 2019. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions by the end of September 2019. The Scheduled Commercial Operation Date (“COD”) is June 1, 2022. The COD may not occur earlier than April 1, 2022 but not later than December 1, 2022.

TERM: A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.

AMOUNT: 5,000 kW and associated Environmental Attributes

PRICE: \$23.15/MWH with an annual 2% escalator.

**OTHER
PROVISIONS:**

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Red Mesa Tapaha Solar Resource. The Red Mesa Tapaha Solar Resource is to be constructed as a 66 MW from solar photovoltaic generation facility located on the Navajo Reservation.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

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

Buyout Options: Under the PPA, UAMPS has the ability to buy the Red Mesa Tapaha Solar Resource from NGI at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Red Mesa Tapaha Solar Resource.

Other: Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2019.

MURRAY CITY

By: _____

Title: _____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____

Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

Mr. Hales noted that Senator Kathleen Riebe was in attendance.

Business Items

1. Consider a resolution authorizing the execution and delivery of a Power Supply Agreement with Utah Associated Municipal Power Systems and the Red Mesa Tapaha Solar Project Transaction Schedule under such Power Supply Agreement; and related matters.

Staff Presentation: Blaine Haacke, General Manager of Power

Mr. Haacke said this is a renewable, fairly priced resource that is located in Utah. The goal tonight is to have the Council adopt this resolution which will allow Murray City Power to enter into an agreement with UAMPS (Utah Associated Municipal Power Systems) and UAMPS will enter into an agreement with the Navajo Tribe Utility Authority.

This plant is located north of the Arizona/Utah boarder in the Navajo Nation. It will be a 66 megawatt plant that all the UAMPS members are subscribing to. It is the third large scale solar plant that the Navajos have developed. Murray is asking for five megawatts, about 7.5%, of the plant. The other 61 megawatts will be taken by the other UAMPS members. This will be a 25 year contract and the earliest the plant will be built is June 2022.

The name of the project is the Red Mesa Tapaha Solar Resource. The Navajo nation is using this as a revenue maker. They do not want people to own it. The revenue they receive from the sale of the power will go into the Light Up Navajo project which the city participated in earlier this year.

The Navajo Nation has agreed to build the transmission line. The price will be \$23.12 per megawatt hour for the first year and escalate 2% over the time of the agreement. Over the term of the agreement, the average price will be \$29.60 per megawatt hour.

Mr. Haacke said he has had a couple of questions about this agreement. The first question was about who is responsible for the decommissioning of the plant once the 25 years is up. The answer is it will not be the city's or UAMPS responsibility. The Navajos will own it so they will be involved with the decommissioning of it. The other question was if there would be the possibility to extend the agreement. Currently there is no extension offered in the agreement.

Mr. Haacke said this resource fits nicely into the city's portfolio. The city's landfill

methane, which is a renewable resource, covers about 8% of our energy needs. The Cottonwood hydro, coming out of Little Cottonwood Canyon, covers about 2-3% of our energy needs. The Federal hydro, on the Colorado River, covers about 30% of our energy needs and we are changing our coal fire plant to natural gas. Environmentally, Murray City is doing more than what most municipal cities in Utah are doing.

This resource will fit nicely with the Small Modular Reactors (SMR). There has to be a backup when a solar project is not able to produce. The Power Department has looked at four other solar projects. This project is reasonably priced and is with the UAMPS group.

Mr. Haacke noted there are three changes that need to be made to the resolution. One is changing Murray City Utah to Murray City Corporation. The second is a typo that reads 20 years but should say 25 years. The third is changing the signature line on the resolution so the City Council will sign it rather than the Mayor.

Ms. Turner asked if there is a possibility of increasing the amount of megawatts the city will receive.

Mr. Haacke said not right now with this project, but maybe a year or two down the road on another project.

MOTION: Mr. Brass moved to adopt the ordinance. The motion was SECONDED by Mr. Cox.

Council roll call vote:

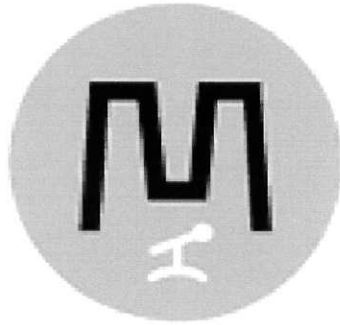
Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

2. Consider a resolution approving an Interlocal Cooperation Agreement between the City, Salt Lake County ("County") and Salt Lake City Corporation ("SLC") for a Brownfields Assessment Grant.

Staff Presentation: Melinda Greenwood, CED Director

Ms. Greenwood said this is for a grant the city applied for earlier in the year and was awarded. The city teamed up with Salt Lake City and Salt Lake County to submit a grant for Brownfields funding through the Environmental Protection Agency (EPA). This will allow the city to conduct studies on properties where the city wants to develop or where there are needs for the assessment of soil contamination. There was approximately \$600,000 awarded between the three entities. This resolution is to formalize the



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment