



MURRAY
CITY COUNCIL

Committee of the Whole Meeting July 9, 2024



Murray City Municipal Council Committee of the Whole Meeting Notice July 9, 2024

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 4:45 p.m. on Tuesday, July 9, 2024 in the Poplar Meeting Room #151 located at Murray City Hall, 10 East 4800 South, Murray, Utah.

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

Meeting Agenda

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

Approval of Minutes

Committee of the Whole – June 4, 2024

Discussion Items

1. Discussion on an ordinance amending the General Plan to adopt the Murray North Station Area Plan. Zachary Smallwood and Christine Richman presenting. (30 minutes)
2. Discussion on an ordinance amending the Zone Map from R-1-8 (Low Density Single Family) to R-2-10 (Medium Density Residential) for the property located at 1151 East 6600 South. Zac Smallwood presenting. (10 minutes)
3. Reports from Interlocal Boards and Committees (5 minutes per report).
 - a. Central Valley Water – Ben Ford
 - b. Valley Emergency Communications Center, Metro Fire, Utah Telecommunications Open Infrastructure Agency, and Utah Infrastructure Agency – Doug Hill
 - c. Council of Governments and Wasatch Front Waste and Recycling District – Mayor Hales
4. Discussion on an ordinance amending Section 2.62.120 of the Murray City Municipal Code relating to Employee Holiday Vacations. Adam Hock presenting. (10 minutes)
5. Discussion on a resolution approving two Purchase and Sale Agreements involving the City and Salt Lake County ("County") for the joint acquisition of certain real property located at 1193 West Winchester Street, Murray, Utah and 1130 West Saddle Bluff Drive, West Jordan, Utah to be used as public park property. Kim Sorensen presenting. (15 minutes)

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 Poplar Meeting Room will be able to hear all discussions.

On Wednesday, July 3, 2024, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Hall, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.

A handwritten signature in black ink that reads "Jennifer Kennedy". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole Minutes

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

Work Session Minutes of Tuesday, June 4 2024

Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

Attendance:

Council Members:

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

Others:

Brett Hales	Mayor	Jennifer Kennedy	Council Executive Director
G.L. Critchfield	City Attorney	Pattie Johnson	Council Administration
Mark Morris	VODA Landscape + Planning	Brenda Moore	Finance Director
Kim Sorensen	Parks & Recreation Director	Phil Markham	CED Director
Isaac Zenger	IT	Joey Mittelman	Fire Chief
Steve Roberson	Fire Department	Jeff Puls	Fire Department
Brooke Smith	City Recorder	David Rodgers	City Planner
Citizens		Zac Smallwood	Planning Manager

Excused: Rosalba Dominguez – District #3

Conducting: Council Chair Ms. Cotter called the meeting to order at 4:45 p.m.

Approval of Minutes: Committee of the Whole – May 7, 2024

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

Discussion Items:

- **FBC (Form Based Code).** City Planning Manager Zac Smallwood said Mark Morris with VODA Landscape and Planning was selected to write Murray's new FBC. Mr. Morris said Council Members should understand the fundamentals of FBC before considering its adoption. He provided a history of VODA, introduced his team and noted that VODA had worked with Downtown Redevelopment Services, who completed the recently adopted MCCD Downtown Strategic Area Plan.

Mr. Morris explained that FBC is a way to regulate land development, focusing on physical form of a neighborhood, as opposed to following traditional land uses like residential, commercial or industrial. FBC development happens incrementally, has advantages for current and future property owners and relates to nonconforming properties. He described the process for creating the FBC, where decision making is about site and building parameters, style, building facades, architecture and the re-use of existing buildings.

Mr. Morris said the City's 2022 Design Guidelines and the current GP (General Plan) Initiatives for development would be implemented into the FBC. For both private and public developments they would use the same goals and initiatives regarding land use, urban design, transportation and economic development. He thought the location of the new city hall would serve as a catalyst for a new Murray City Center by using FBC. Other existing GP initiatives about nature, environment, community, cultural preservation, parks, open spaces, and trails would also be applied to the new Code. Mr. Smallwood agreed that VODA would be taking all that the City had established so far and build upon those elements for implementing a FBC. Decisions for creating the FBC are prioritized starting by establishing what type of

place is involved, followed by districts, then street types, open space types, uses and finally building types.

Mr. Pickett asked how the downtown could become more walkable with State Street running right through it. Mr. Morris agreed the large traffic volume would be challenging for walkability so development along State Street would look different from areas one block away.

Ms. Turner asked how long would it take to create the new FBC. Mr. Morris said their goal was to return to the Council with a final proposal in December 2024.

- **An ordinance amending the General Plan from General Commercial to High Density Residential and amends the Zoning Map from C-D (Commercial Development) to R-M-20 (Multiple Family High Density Residential) for the property located at 5425 South Vine Street.** Planning Manager Zac Smallwood said Brad Reynolds Construction made this request to rezone. The parcel is three and a half acres where currently an old structure that had burned in a recent fire is still standing. Mr. Smallwood said planning staff believes the request is appropriate since there is no high visibility, and it would not be feasible to get a large commercial user in this location. The higher density allows for a mix of housing types, primarily multi-dwelling structures or single-family residential townhomes, typical of what Mr. Reynolds develops. The Planning Commission heard the request on May 2, 2024, where no public comments were made, and the Planning Commission voted 7-0 to forward a recommendation of approval to the City Council .
- **An ordinance amending the city's Fiscal Year 2023-2024 Budget.** Finance Director Brenda Moore discussed final adjustments to the current budget. Items included various transfers to and from the General Fund for salaries and benefits in the Justice Court, a retirement payout, and purchases in the Information Technology department and Streets division. Various grant funding allocations would occur related to purchasing Emergency Medical Service fire equipment and replacing non-essential turf at various City facilities. Any amount not covered by grant funding totals would be offset by an increase in the Interest Revenue budget and Justice Court Fines budget. A line-item transfer would occur in the Attorney's Office budget related to the use of a professional service; and the Capital Improvements Project Fund Interest Revenue budget would see an increase for police equipment, cars and accessory purchases.

Adjournment: 5:48 p.m.

**Pattie Johnson
Council Office Administrator III**



Discussion Items



Discussion Item #1



Murray North Station Area Plan

Committee of the Whole

Meeting Date: July 9, 2024

Department Director Phil Markham Phone # 801-270-2427 Presenters Zachary Smallwood Christine Richman Required Time for Presentation 30 Minutes Is This Time Sensitive No Mayor's Approval  Date June 25, 2024	Purpose of Proposal Amend General Plan to adopt the Murray North Station Area Plan in accordance with State Statute Action Requested General Plan Amendment Attachments Introductory Slides Budget Impact None Anticipated Description of this Item In 2022 the Utah State Legislature passed HB 462 which, among other things, requires municipalities with fixed rail guideways (commuter and light rail) to prepare and adopt station area plans (SAP) covering a one-half mile radius of each fixed rail station. SAP's may be unique to their jurisdiction and setting; however, key aspects are to include strategies to increase the availability of affordable housing, promotion of sustainable environmental conditions, enhancements of access to employment opportunities and increase of transportation choices and connections. GSBS, the consultant commissioned to prepare the Murray North SAP will lead the discussion and presentation at both the Committee of the Whole and Council meetings. They will highlight recommendations of the plan and proposed implementation steps. The Planning Commission voted 7-0 to recommend approval of the plan on April 4th, 2024.
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TO: Murray City Council
FROM: Zachary Smallwood, Planning Manager
DATE: May 13, 2024
SUBJECT: Presentation, discussion, and public hearing on the Murray North Station Area Plan

Dear Council members and staff,

In 2022 the Utah State Legislature passed HB 462 which, among other things, requires municipalities with fixed rail guideways (commuter and light rail) to prepare and adopt station area plans (SAP) covering a one-half mile radius of each fixed rail station. SAP's may be unique to their jurisdiction and setting; however, key aspects are to include strategies to increase the availability of affordable housing, promotion of sustainable environmental conditions, enhancements of access to employment opportunities and increase of transportation choices and connections.

Murray has three stations within its boundaries: Murray North, Murray Central (Trax and Frontrunner) and Fashion Place West. The city has adopted Murray Central and Fashion Place West small area plans, but these will need to be updated in the future to meet the requirements of HB 462. The Murray North Station Area Plan is ready for recommendation and adoption.

GSBS, the consultant commissioned to prepare the Murray North SAP will lead the discussion and presentation at the April 4th Planning Commission meeting. They will highlight recommendations of the plan and proposed implementation steps. We look forward to a great discussion around this critical area.

On April 4, 2024 the Planning Commission held a public hearing and after receiving feedback from two residents at the meeting and two emails the commission recommended a couple changes which are included in this packet. The Planning Commission voted 7-0 to forward a recommendation of approval to the City Council.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the proposed amendment to the general plan adopting the Murray North Station Area Plan as reviewed in the Staff Report.

MURRAY CITY CORPORATION

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 16th Day of July, 2024, at the hour of 6:30 p.m., in the City Council Chambers of the Murray City Hall, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will hold and conduct a Public Hearing to receive comment on, and pertaining to, a proposed amendment to the Murray General Plan to adopt the Murray North Station Area Plan.

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

DATED this 20th day of June 2024.



MURRAY CITY CORPORATION

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

Brooke Smith
City Recorder

DATES OF POSTING: July 5, 2024
PH24-19

UCA 10-9a-204

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

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

ORDINANCE NO. 24-_____

AN ORDINANCE RELATED TO LAND USE; AMENDS THE GENERAL PLAN TO ADOPT THE MURRAY NORTH STATION AREA PLAN.

BACKGROUND

Chapter 3 of the 2017 Murray General Plan (the “General Plan”) presents a “framework for the future” of Murray City (the “City”) and indicates that the primary goal of the General Plan is to “guide growth to promote prosperity and sustain a high quality of life for those who live, work, shop, and recreate in Murray.” In 2022, the Utah State Legislature passed House Bill 462 which requires municipalities with a “*fixed guideway public transit station*” that provides rail service to prepare and adopt Station Area Plans for the area within a one-half mile radius of each fixed guideway public transit station platform. Such Station Area Plans must promote certain objectives including increasing the availability of affordable housing, promoting sustainable environmental conditions, enhancing access to employment opportunities, and increasing transportation choices and connections.

The City has three fixed guideway public transit stations within its boundaries: the Murray North Station, the Murray Central Station, and the Fashion Place West Station, and the City previously adopted the Murray Central Station and Fashion Place West Station Small Area Plans. While the City works to update those plans to meet the requirements of House Bill 462, the Murray North Station Area Plan is ready for recommendation and adoption now. The Murray North Station Area Plan was developed in coordination with City staff, outside consultants, and Millcreek City, and the proposed amendment is in harmony with the goals and initiatives of the General Plan.

After hearing the matter and citizen comments, the Planning Commission forwarded to the Council a favorable recommendation.

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

Section 1. Purpose. The purpose of this ordinance is to adopt an amendment to the General Plan.

Section 2. Amendment. The attached amendment to the General Plan, specifically the Murray North Station Area Plan, is hereby adopted as part of the Murray City General Plan.

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this 2nd day of July, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Council Chair

ATTEST:

Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this ____ day of _____, 2024.

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2024

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was published according to law on the ____
day of _____, 2024.

Brooke Smith, City Recorder

~DRAFT~

Minutes of the Planning Commission meeting held on Thursday, April 4, 2024, at 6:30 p.m. in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

A recording of this meeting is available for viewing at <http://www.murray.utah.gov> or in the Community and Economic Development office located at 10 East 4800 South, Suite 260.

The public was able to view the meeting via the live stream at <http://www.murraycitylive.com> or <https://www.facebook.com/Murraycityutah/>. Anyone who wanted to make a comment on an agenda item was able to submit comments via email at planningcommission@murray.utah.gov.

Present: Maren Patterson, Chair
Ned Hacker, Vice Chair
Michael Henrie
Pete Hristou
Lisa Milkavich
Jake Pehrson
Michael Richards
Zachary Smallwood, Planning Division Manager
Mustafa Al Janabi, Planner I
Mark Richardson, City Attorney's Office
Members of the Public (per sign-in sheet)

The Staff Review meeting was held from 6:00 p.m. to 6:30 p.m. The Planning Commission members briefly reviewed the applications on the agenda. An audio recording is available at the Murray City Community and Economic Development Department Office.

CALL MEETING TO ORDER

Chair Patterson called the meeting to order at 6:30 p.m.

BUSINESS ITEMS

APPROVAL OF MINUTES

The March 7, 2024 minutes were presented for approval, but needed corrections and were not approved at this meeting.

CONFLICT(S) OF INTEREST

There were no conflicts of interest for this meeting.

FINDINGS OF FACT

Vice Chair Hacker made a motion that Planning Commission approve the findings of fact and conclusions for the KB signs LLC and Golden West Federal Credit Union conditional use permits, as written.

Seconded by Commissioner Henrie. A voice vote was taken, with all in favor.

A Milkavich

Motion passes: 7-0

GENERAL PLAN / ZONE MAP AMENDMENT

Murray North Station Area Plan - West Fireclay - General Plan Amendment in the TOD Zone - Project #24-039

Mr. Smallwood introduced this agenda item by stating that the Murray North Station Area Plan is mandated by House Bill 462. He showed a map of the properties that are required to be included in the area plan for the commissioners to keep in mind during the presentation. Mr. Smallwood introduced Erika Chmielewski from GSBS Architects.

Ms. Chmielewski provided a comprehensive overview of the Murray North Station Area Plan process and the preferred scenario that emerged as a result. She began by explaining the state statute requirements for station area plans, which mandates the identification of opportunities and constraints within a half-mile radius of the station platform, with a particular emphasis on affordable housing and the development of a community-shared vision. To facilitate the planning process, the station area was divided into five distinct categories, with a focus on the area that showed the most potential for a five-year implementation plan while also considering a longer-term, 20-year perspective.

Ms. Chmielewski described the three-part planning process, which commenced in January/February of the previous year. The first part involved a thorough assessment of existing conditions and economic opportunities, accompanied by a round of public engagement to identify the area's strengths, weaknesses, opportunities, and threats. The second part delved into an in-depth public engagement process, exploring alternatives to achieve the desired vision, and identifying a preferred approach. The final part, conducted in the fall, focused on determining how to implement the vision, considering factors such as land use, design considerations, and funding opportunities.

The analysis of existing conditions revealed several key findings. The area has a significant amount of affordable and moderate-income housing, with nearly all of Millcreek's moderate-income housing located in close proximity. Additionally, there were ample spaces available for retail and commercial use, with a mixed-use transit-oriented zone requiring ground-floor commercial and retail beneath apartment buildings. However, connectivity issues were identified, particularly on the west side of the station, where early transit-oriented developments like Brickgate and Avida apartments had been built with assumptions about car ownership that proved to be inaccurate. This has led to parking issues in the area, which Murray addressed by updating zoning codes, resulting in newer developments with more adequate parking. Safety concerns and a lack of parks and trees were also noted.

Community engagement efforts, which included an online website, tabling events, open houses, and stakeholder interviews, revealed a desire for services, a positive perception of Fireclay, improved connectivity for bicycles and pedestrians, increased safety and visibility, more shade, and additional community gathering spaces. The overarching takeaway was the need to create a transit-oriented community rather than simply focusing on transit-oriented development.

The preferred scenario that emerged aimed to establish Fireclay (also known as the Murray North Station Area) as a distinct neighborhood, encompassing areas in both Murray and Millcreek. The plan framework focused on quality of life, safety, land use, connectivity, livability, and urban design. Key elements included redistributing the underutilized UTA parking lot on the east side of the tracks into shared parking structures within new developments, adding a three-quarter acre station plaza to increase green space and community interaction, enhancing the Main Street corridor to improve safety and connectivity, and introducing a small-scale grocery store to address the area's food desert status, potentially located underneath housing on a Salt Lake County-owned parcel at Main and 4500 South.

Commissioner Pehrson asked Ms. Chmielewski if Murray City would need to petition Salt Lake County to build it. She indicated that the county is already looking at developing that site for housing and have been talking to GSBS about changing their commercial to allow for a grocery store.

Ms. Chmielewski continued by discussing the proposed additions to the Murray North Station Area Plan, focusing on the implementation of a system of parks and greenways to address the area's lack of green spaces and low tree canopy coverage. She emphasized the potential to increase the tree canopy from the current 8% to a level closer to Murray's overall coverage of 18%, with a goal of adding 24.9 acres of green space over a 20-year period, including trails along Big Cottonwood Creek and 4500 South. These trails and parks would also serve to increase shade in the area.

Ms. Chmielewski stressed the importance of bringing income diversity to the area, explaining that a more diverse range of incomes would lead to increased spending power, decreased vacancy rates, and lower turnover rates, while also providing an opportunity to increase housing ownership. She then addressed the topic of safety, proposing youth programs focused on neighborhood improvement, a potential community or neighborhood council to sponsor cleanups and community-building activities, and the branding of Fireclay. Ms. Chmielewski emphasized that safety could be enhanced through both policy and design, including proactive policing, improved lighting, and natural surveillance achieved through added services and anchors like the Front Climbing Gym, which would increase activation during off-peak hours. Other safety measures discussed by Ms. Chmielewski included filling sidewalk gaps, proper pruning of trees and shrubs, and increased maintenance, particularly in the parking lot area. She also mentioned the concept of shared parking in the core, which would involve reducing the existing parking lot and adding three public parking areas. Ms. Chmielewski then discussed land use, identifying sites that could be redeveloped or are currently vacant, such as UTA properties and the Salt Lake County property. These sites would be used for various purposes, including housing, a grocery store, public parks, and mixed-use development with shared parking.

Ms. Chmielewski concluded by emphasizing the importance of the proposed system of parks and green spaces, which would not only provide amenities for residents to gather and build a sense of community but also attract new residents to the area and allow for activities that are currently not possible due to the lack of public spaces. She noted that these improvements would also contribute to the success of local services and businesses.

Chair Patterson asked Ms. Chmielewski to confirm that there's a long-term plan.

Ms. Chmielewski emphasized that the proposed improvements and additions to the Murray North Station Area Plan were being considered through a long-term, 20-year plan. She noted that the implementation plan, located at the back of the packet, outlined the anticipated timeline for the various

projects and developments. She acknowledged that many of the proposed changes were long-term in nature and that the green space additions were being planned in accordance with the projected population growth over the next 20 years. She explained that as the population in the area increases, new parks and green spaces would be gradually introduced, allowing for a phased approach rather than necessitating the simultaneous implementation of all the proposed improvements.

Mr. Smallwood acknowledged that while some aspects of the plan are long-term, the RDA is already actively working towards implementing certain elements of the plan. Although he couldn't provide specific details due to the sensitive nature of the real estate matters involved, Mr. Smallwood assured them that the plan served as a valuable guide for the RDA, informing staff, elected officials, and all other stakeholders of targeted areas and strategies for improvement. He emphasized that the RDA was currently in the process of exploring and pursuing ways to put the plan into action, demonstrating their commitment to the revitalization and enhancement of the Fireclay area.

Ms. Chmielewski emphasized that the Murray North Station Area Plan was designed to be a comprehensive neighborhood plan, rather than just a response to state statute requirements. She stressed the importance of creating a plan that would remain relevant and effective even if the state statute were to change or be eliminated in the future. The potential development program outlined in the plan demonstrated the projected growth in the area, with an increase in residents expected over the next five years, and even more significant growth anticipated over a 20-year period and at full build-out. Ms. Chmielewski noted that the plan was intended to be implemented in stages, ensuring a gradual and manageable approach to the area's development.

Ms. Chmielewski highlighted three main focal areas within the connectivity section: north-south connections, east-west connections, and connections within the station itself. She acknowledged that Fireclay currently felt isolated and emphasized the need to improve accessibility and mobility both through and around the station. The proposed Big Cottonwood Creek Trail and its southern extension would enable Fireclay residents to easily access City Hall and other amenities in the area. Additionally, Ms. Chmielewski mentioned the long-term goal of extending the Big Cottonwood Creek connection to the Jordan River Trail and eventually creating a connection across the Union Pacific rail line to facilitate development between the rail line and I-15, as well as improve safety by providing more access points to the area between the Union Pacific line and the tracks station.

Lastly, Ms. Chmielewski discussed the livability and urban design aspects of the plan, stressing the importance of branding the station as the Fireclay neighborhood. She proposed the addition of wayfinding elements to help people navigate the area and realize the proximity of public transportation, as many visitors to the Front Climbing Gym were unaware of the nearby tracks station. Improving multimodal corridors along Fireclay Main Street and Central Avenue through the incorporation of outdoor seating areas, banners, and wayfinding signage would enhance the walkability experience and encourage people to spend more time outdoors.

Ms. Chmielewski concluded by discussing the implementation of the area plan, which outlines potential funding sources, including grants, general funds, private developer funds, park impact fees, and UTA funds. The implementation plan is divided into one-year, two-year, three-year, four-year, five-year, five-to-ten-year, and ten-to-twenty-year goals, providing a flexible timeline that can adapt to changing market conditions, real estate trends, and demographic shifts. She emphasized that the plan was designed to be adaptable to meet growth and future needs.

Mr. Smallwood said that staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the Murray North Station Area Plan.

Commissioner Hacker asked Mr. Smallwood if their comments will be implemented before the plan goes to the City Council.

Mr. Smallwood said, depending on the comments, planning staff will get those amended. He commented that they will have comments from several city departments to take into consideration, as well as Millcreek's feedback. He anticipates an updated draft before the plan is presented to the City Council.

Commissioner Hacker asked if Ms. Chmielewski had a sense of how the Millcreek Planning Commission feels about adopting this plan. Ms. Chmielewski said they feel strongly about implementing the plan.

Commissioner Hacker asked Ms. Chmielewski to talk about a cover over 4500 south as additional green space or open space. Ms. Chmielewski said in order to justify placing a park on top, there needs to be significant increases in density and services on both sides. Right now, there isn't any on either side. At this time, it isn't financially feasible. If the southern area does begin to change significantly, to allow more opportunities, that might allow for that concept to occur.

Commissioner Henrie asked why there was not much focus on the area south of 4500 South. Ms. Chmielewski said they wanted to start directly around the Fireclay station at first, because that area is the easiest to redevelop. Once the project gets going, they'll move the focus further out and incorporate more area into the Fireclay district.

Commissioner Henrie asked Ms. Chmielewski to talk more about why there is so much vacant retail and commercial space in the area. Ms. Chmielewski said they discussed that with developers who were in the steering committee meeting. They said that the residents in the area don't have enough disposable income to sustain those services over time. Developers and business owners also cited safety concerns as a reason that they have chosen not to stay in the area.

Mr. Smallwood said that another issue is that the Fireclay area is secluded and doesn't have a lot of visibility, which keeps businesses from wanting to open there.

Chair Patterson said that while the implementation plan for the area included different phases, there seemed to be no prioritization or weighting of the various elements within those phases. She suggested that certain aspects, such as connectivity, bike lanes, and green spaces, could be given higher priority, as they were more feasible in the near term compared to long-term projects like redeveloping buildings. She proposed communicating with the Parks and Recreation Department to incorporate these priorities into their master plan and budgets, and emphasized the importance of connecting the area to pedestrian and bike paths, particularly to provide access to a grocery store on 4500 South.

Mr. Smallwood said they'll make those changes to the prioritization of certain aspects of the plan.

Chair Patterson said that she'd like to see the Fireclay area and the MCCD have better connectivity, so that it can facilitate more business for a grocery store. She feels that would be in the best interest of both areas as this is a high priority. Mr. Smallwood acknowledges that is a priority and that both areas want a

grocery store. He says there will be a pedestrian connection, but currently there is not a vehicular connection. Chair Patterson said that if the city wants to attract a small grocer to the area, they'll need to show that they have enough potential customers. Commissioner Pehrson asked if they have data to show how much renters are paying in the area. He also asked what is considered low-to-moderate income housing. Mr. Smallwood said the majority of rentals are right around Fireclay. He pointed to a section of condos and townhomes on a map. Commissioner Pehrson said he was looking at a chart in the packet provided and wanted to know which of that housing was considered moderate versus low-income housing.

Ms. Chmielewski said anything under \$450,000 is considered moderate-income housing.

Mr. Smallwood clarified that what they are trying to provide is diverse housing, not necessarily affordable/low-income housing. Diverse housing would include market-rate housing prices. Offering that type of housing would increase diverse income brackets in the area that would provide more disposable income.

Commissioner Pehrson said he agreed and that was the point he was trying to make. He wanted to know if the TOD (Transit Oriented Development) zone would actually accomplish that.

Mr. Smallwood said that it can. He pointed out that there will be luxury apartments and luxury condo development at the old city hall site. He said that having diverse housing in the area is something that planning staff must engage in for it to happen. He stated that Elvon Farrell, the Economic Development Specialist, and he are actively engaged in meeting with developers to market the properties in the area.

Commissioner Pehrson said he feels like the General Plan sometimes drives a specific agenda. More specifically, that one line or sentence is taken from the plan and used to dictate how everything should be done. He cited the TOD zone as an example.

Mr. Smallwood said the overall, the General Plan, and the proposed area plan, are planning documents that are meant to drive planning for Murray City.

Commissioner Pehrson said that in the area plan it says to update the Future Land Use Map and apply TOD zoning to additional areas within a half mile of the Murray North Station Area. He understands that it makes sense in certain areas but doesn't want to see TOD become the standard everywhere in the city.

Mr. Smallwood said he doesn't feel that will be the case. He stated that in the area plan it states explicitly where TOD should be applied.

Commissioner Pehrson said he doesn't have an issue with how the plan is written. He's just expressing a concern. He also wanted to know, if that area is TOD, how will the bring in market-rate housing. He wants to make sure that's advocated for in the plan.

Mr. Smallwood believes the plan does explicitly state where TOD should be and spells out the implementation of market-rate housing.

Chair Patterson said that House Bill 462 states is that cities need to look at how to add more low-income housing around transit stations. Murray is in a unique situation. What's needed in Murray is more diverse-income housing around transit stations.

Commissioner Pehrson said he'd prefer to see the diversified housing mentioned more often in the area plan.

Mr. Smallwood said they could amend the text.

Chair Patterson agreed, saying it can't just be Murray City advocating for it, asking what will happen as time passes and there are new staff and city officials. It needs to be written in the text more plainly.

Commissioner Henrie asked if it's possible to create the kind of community they envision for the area.

Mr. Smallwood stated that communities change constantly. He said that it works in their favor that most of the properties in the area are government owned. Once they're aware of what the city is doing, they'll work with that.

Commissioner Henrie asked, even with that mind, are there still enough of the elements necessary to make this a viable, sustainable community.

Mr. Smallwood said that once investment in the area begins to happen, it will change the perception and management of the area. There are still ten years left for the RDA to invest in the area, which is plenty of time. He noted that is also mandated by the new house bill to improve the area.

Commissioner Hacker wanted go on record emphasizing a comment from Andy Hulka, a member of the Murray City Center District Design Review (MCCD) Committee, stating that the area plan should include the 4500 South corridor, which is identified in the Wasatch Front Regional Council's Regional Transportation Plan, as well as the Utah Unified Transportation Plan and include that 4500 South corridor as a shared use pathway. Showing it in this plan would be advantageous for the city and this area.

Mr. Smallwood said that it should be included during the motion by adding that to the Planning Commission recommendations for approval subject to the comment that were made. They'll make sure that all comments, including adjustments proposed by the Millcreek Planning Commission, will be addressed in the motion.

Chair Patterson opened the public comment period for this agenda item.

Ed Hackles spoke. He's on the the HOA board for the Birkhill townhomes. Overall, he's pleased with several aspects of the plan, including changes to street lighting. He made a suggestion for the vacant lot located on 44 West Fireclay. He wanted to know how much it would cost the city to purchase the lot for a community garden. He works for Wasatch Gardens and says he could approach them about helping that to come about.

James Jensen commented that he wants to see Murray stop bringing in high-rise communities and extra traffic into Murray City while current traffic concerns in the city go unaddressed. Parking for these apartment complexes is often on the street, instead of having parking available inside the complex.

Chair Patterson closed the public comment period for this agenda item.

Ms. Chmielewski clarified that phase one of the project will be building rentals. The next phase will have ownership opportunities.

Mr. Smallwood asked Mr. Hackles to discuss the matter of the community garden after the meeting. He said the RDA has been chatting with the property owner and could potentially use parks impact fees to purchase the land for the purpose of a community garden.

Mr. Smallwood addressed the comment regarding traffic. He said the state has mandated that cities plan housing around transit stations. Along with those plans, services will be provided in the area. Having services closer to housing will reduce the overall amount of traffic.

Ms. Chmielewski said that part of the plan is to increase grid connection, so people don't have to be circulating around in circles. She also said they did an extensive parking analysis (located in the appendix) They determined that when developers incorporate parking fees into rental fees, the parking structures are 85% to 94% utilized. When developers charge extra for use of the parking structures, they are only 46% utilized. They will be pushing developers to incorporate parking fees into rental fees to reduce street parking.

Commissioner Hacker commented regarding the issues with traffic. He described how the process of putting in infrastructure occurs within a city, stating that often the roads are built before the buildings. This makes it difficult to accommodate future traffic needs as a city grows. He said a traffic study had been done for the Fireclay area, but that was before the area was developed. Additional transportation studies have been done suggesting improvements. He doesn't know if any of those have been implemented yet, but there are plans to do so. He said it's a process that takes time and is difficult for the Planning Commission (as citizens) as well as for the city transportation staff, city planners and UDOT transportation planners.

Commission Hacker made a motion to forward a recommendation of approval to the City Council subject to including the items that were discussed as additions or modifications to the plan, for the proposed amendment to the General Plan adopting the Murray North Station Area Plan.

Commissioner Hristou seconded. Roll call vote:

A Patterson
A Hacker
A Henrie
A Hristou
A Pehrson
A Richards
A Milkavich

Motion passes: 7-0

ANNOUNCEMENTS AND QUESTIONS

Commissioner Hacker said that the Utah Land Use Institute is holding a workshop on Monday, April 8th from 7 p.m. - 9 p.m. designed for planning commissions on how to run a successful planning commission meeting.

The next scheduled meeting will be held on Thursday, April 18th, 2024, at 6:30 p.m. MST in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

ADJOURNMENT

Commissioner Pehrson made a motion to adjourn the meeting at 8:04 p.m. Seconded by Commissioner Henrie. A voice vote was taken, with all in favor of adjournment.



Philip J. Markham, Director
Community & Economic Development Department



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MURRAY NORTH STATION AREA PLAN

FIRECLAY

NOTICE IS HEREBY GIVEN that on April 4th, 2024, at 6:30 p.m. the Murray City Planning Commission will conduct a Public Hearing in the Murray City Council Chambers, 10 East 4800 South, Murray UT, to receive public comment on the Murray North Station Area Plan as an amendment to the Murray City General Plan for properties located a half mile around the Murray North Transit Station.

The plan may be viewed at:
www.murray.utah.gov/2107/Murray-North-Station-Area-Plan

The meeting is open, and the public is welcome to attend or may submit comments via email at planningcommission@murray.utah.gov.

The meeting will be livestreamed at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

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Zachary Smallwood

From: Erika Chmielewski <echmielewski@gsbsconsulting.com>
Sent: Monday, May 13, 2024 11:02 AM
To: Zachary Smallwood; Christine Richman
Cc: Robert May
Subject: [EXTERNAL]RE: [EXTERNAL]RE: MNSAP

Follow Up Flag: Follow up
Flag Status: Flagged

I am sending the newforma over to you where you can download the document.
This is what we updated:

- Additional information on income diversification
 - I added this to the executive summary, under Plan Basis. If we really want to hit the State with this idea, I think we do it here not to get it lost within everything else.
- Integration of safety element into parking section
 - Page 43, under safety within parking structures section
- WFRM connectivity trail on 4500 South
 - There is not actually a trail here on the WFRM map, and there is not room for a trail. The overpasses would cut off connectivity, even if there was a way to put sidewalk along the grade. This should be communicated to the Planning Commissioner.
- Park LOS distinction
 - Page 24, as a footnote
- Murray Priorities
 - So things in Timeframe 1-3 should really be a priority for the city, whether it be with planning partners or not. Those items that are Murray lead and in a timeframe 1-3 years has a callout in its notes section that says *Murray Lead Priority*. Let me know what you think about that.

ERIKA CHMIELEWSKI WELL AP
PLANNER
GSBS Consulting

T: 801.521.8600

MURRAY NORTH STATION AREA PLAN



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ACKNOWLEDGMENTS

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Brett Hales, Murray
Jeff Silverstrini, Millcreek

City Council

Paul Pickett, Murray
Pam Cotter, Murray
Rosalba Dominguez, Murray
Diane Turner, Murray
Adam Hock, Murray
Silvia Catten, Millcreek
Thom Desiraint, Millcreek
Cheri Jackson, Millcreek
Bev Uipi, Millcreek

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Ned Hacker, Vice-Chair, Murray
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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Murray North Station Area was one of the first station areas to attract investment into transit supportive uses. Following the station's opening in 1999, this area has seen over 2,000 new housing units with additional neighborhood-serving commercial spaces. Private investment in housing and services continues in the area.

This plan envisions building on the success of the area to address some existing challenges and create a framework for expanding the core transit supportive neighborhood throughout most of the planning area. The plan establishes a framework for future growth and densities that will encourage investment in housing, services, and new neighborhood and community retail.

VISION

THE MURRAY NORTH STATION AREA IS AN ACCESSIBLE, VIBRANT, COMPLETE COMMUNITY THAT PROVIDES RESIDENTS AND VISITORS ALIKE WITH AN INTERESTING, ENGAGING MIX OF LAND-USES TO SERVE THEIR NEEDS.

The core area has seen significant new investment over the past 20 years. The core area's current boundaries of the station area – State Street, the Union Pacific Rail Line, and 4500 South – are barriers that require strategic new connections to take advantage of opportunities to the east, south, and west. Overcoming these barriers and expanding transit supportive development to areas beyond these barriers is a longer-term vision.

Over the next five-to-ten years, building on the existing and planned collection of transit-oriented developments in the area to create a safe, thriving transit supportive neighborhood in the core will set the stage and create momentum for the investments needed to overcome the identified barriers.

The station area itself is envisioned as the catalyst for the further transformation of the Murray North Station Area. There are several opportunities immediately adjacent to the station to create a hub of activity that will enhance safety, provide much needed community-based opportunities, and further establish the social fabric of the area as a thriving neighborhood. These opportunities include:

- Transforming the existing bus loop and two-acre parking lot into mixed income housing, community uses, restaurants, shops, and open space
- Redeveloping the Atlas Roofing site into mixed-income housing with improved site lines, lighting, and access, to address safety and parking issues on the west side of the station area
- Relocating the UTA mobility center and storage areas to create additional mixed income

housing, community space, parking and trails and connectivity

- Redeveloping the Salt Lake County Fleet Maintenance property into additional mixed income housing, a 10,000 to 14,000 SF market, parking, open space, and connectivity
- Redeveloping the commercial property on the corner of Fireclay Avenue and Main Street for additional mixed-income housing and to activate this critical corner

The transformation of the station area core will provide additional housing for all income levels and help address existing challenges in the neighborhood. These challenges include:

- Needed additional open space and trails. The proposed transformation of the immediate station area will add approximately 21.99 acres of new open space to this underserved area
- Improved site lines and additional community activity. Increasing desirable activity in the area and connecting currently dead-end streets physically and visually will help to reduce elevated levels of crime, particularly west of the station
- Additional parking spread throughout the station area in new parking structures will help alleviate current parking problems. The plan recommends the creation of a parking district to help fund the construction, maintenance, and operation of parking in the various recommended structures
- Address environmental contamination. The plan recommends a trail in the area of the contaminated berm on UTA property. The material in the berm should be processed to remove organic and construction waste materials. The remaining soils can then be “capped” beneath the trail. Any remaining materials should be characterized and disposed of in an appropriate facility.

Successful implementation of the plan will require policy changes, new administrative resources, and the use of a mix of impact fees, grants, tax-increment financing, and public/private partnerships to achieve the vision.

Plan Basis

Overall, this plan is built around the idea of income diversification within the station area. The station has been home to many of both Millcreek and Murray’s low to moderate income housing, leading to a void of market rate housing in the area. While affordable housing is vital for ensuring that individuals and families of all income levels have access to safe and decent housing, relying solely on affordable housing can have limitations in fostering a thriving and sustainable

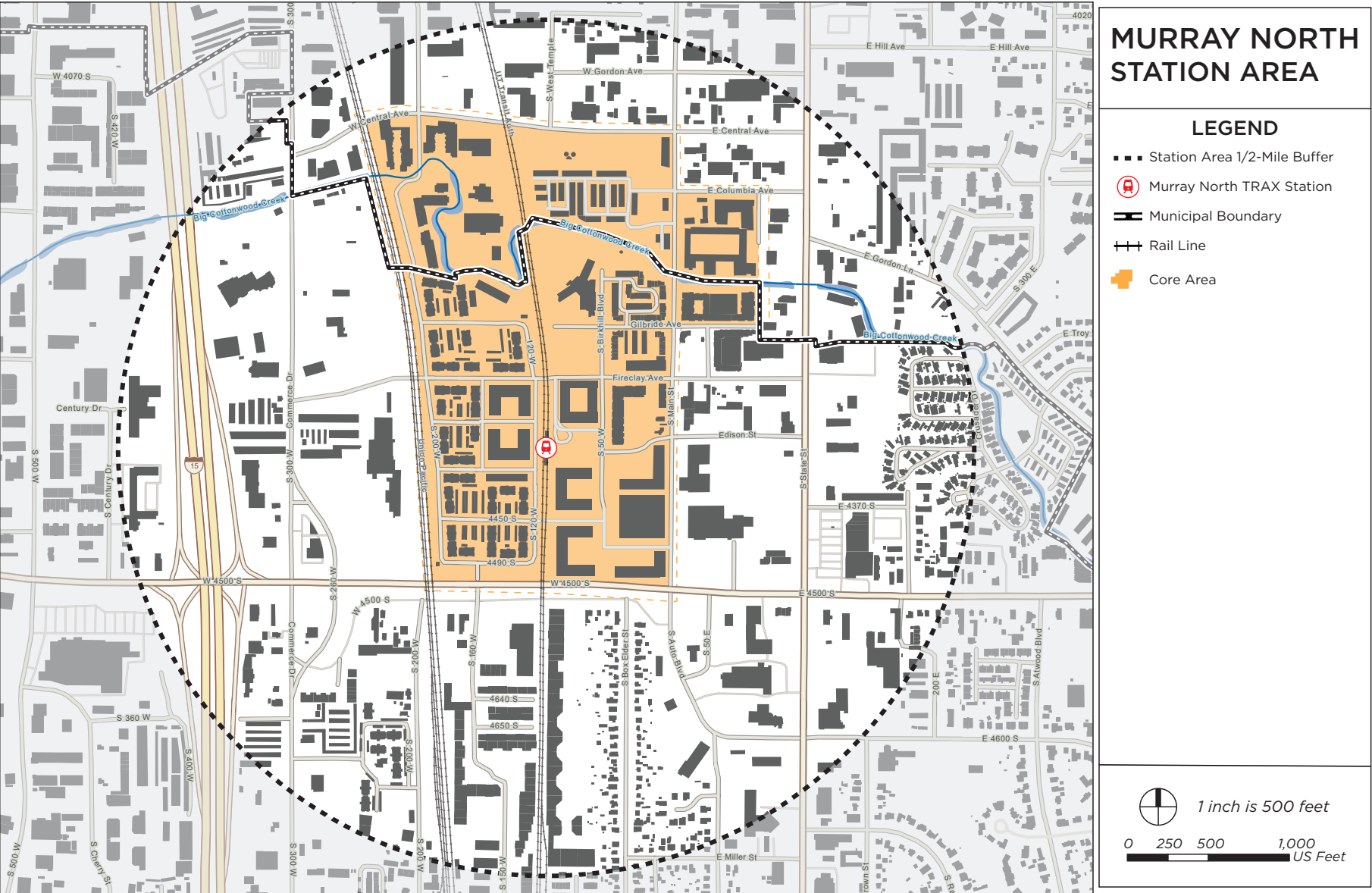
community. Income diversity (and therefore housing diversity) will enhance the station area in a multitude of ways:

- 1. Economic Stability and Growth:** A community with a diverse range of housing options, including market-rate and affordable housing, attracts residents from various income brackets. This diversity creates a more stable economic base, as it supports a wider range of businesses and services that cater to different income levels
- 2. Social Integration and Cohesion:** Income-diverse neighborhoods encourage social interaction and integration among residents from different socioeconomic backgrounds. In contrast, neighborhoods dominated by affordable housing may inadvertently reinforce social divides and stigmatization. Moreover, fostering housing ownership through both market rate and affordable housing

helps to place roots in the community and foster greater social integration

- 3. Quality of Life:** Diverse housing options contribute to a higher quality of life for residents by providing access to a wider range of amenities, services, and opportunities. Diverse housing options allow individuals and families to choose housing that best fits their needs, preferences, and financial circumstances
- 4. Inclusive Development:** Embracing income diversification in housing promotes inclusive development practices that prioritize equity and social justice. It ensures that housing policies and initiatives consider the needs of residents from diverse socioeconomic backgrounds and address systemic barriers to housing affordability and accessibility

FIGURE E.1: MURRAY NORTH STATION AREA CORE



REPORT

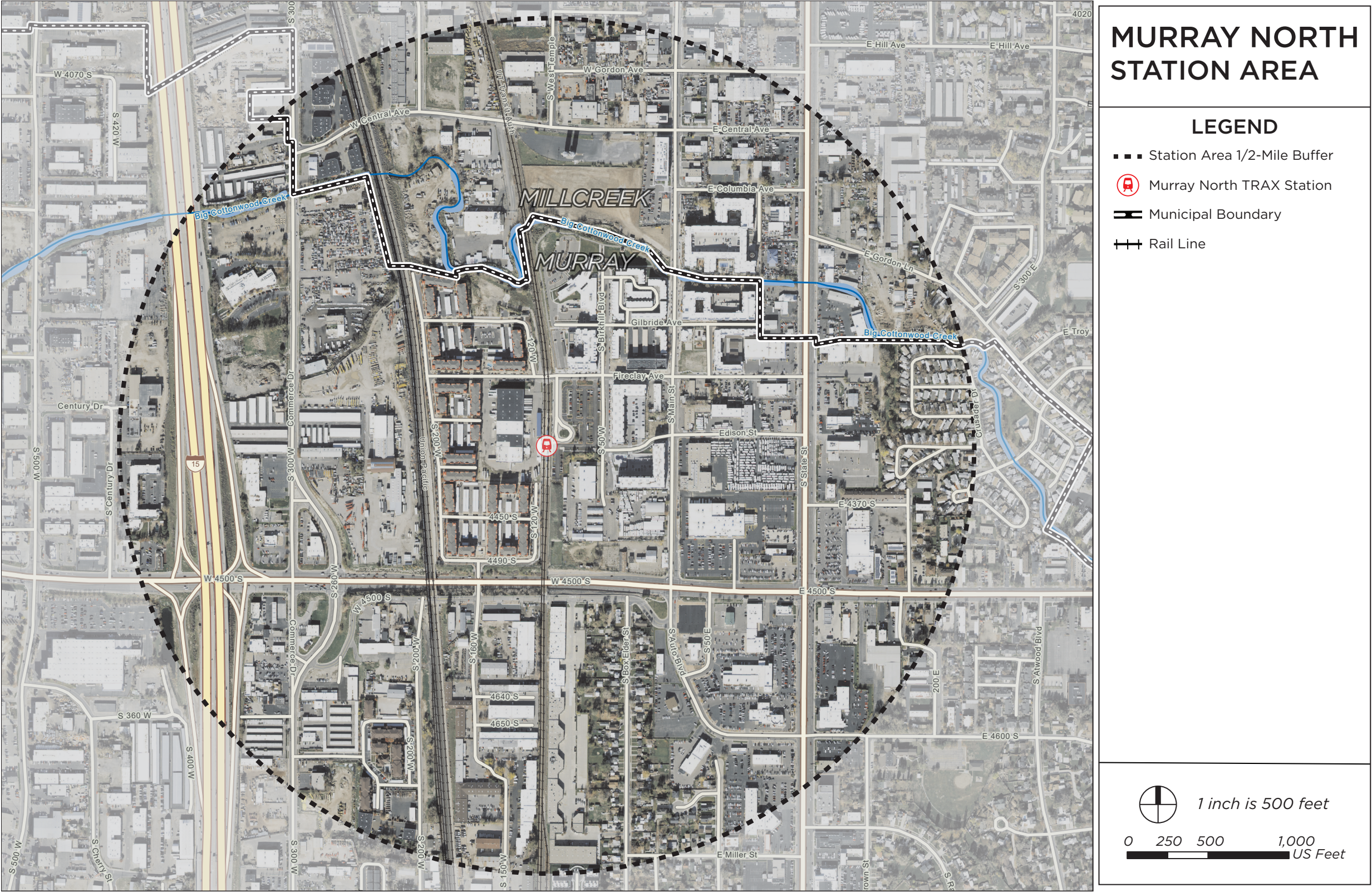
INTRODUCTION

INTRODUCTION

One of the first stations on the original TRAX Blue Line to draw a sizable amount of new investment in transit-oriented development was the Murray North Station Area. Since 2000, there have been more than 2.5 million square feet of commercial development and an estimated 2,200 new housing units built. The region has seen large public investment in addition to private investment, with new road connections, trails, and streetscape enhancements among the projects completed. The immediate station area between Main Street and the north side of the Union Pacific train line, as well as Central Avenue and 4500 South, has received the majority of the area's transit-supportive investment.

The Plan is a joint planning effort of the cities of Murray and Millcreek, the Wasatch Front Regional Council (WFRC), and the Utah Transit Authority (UTA). This plan identifies a community-based vision for the future, as well as goals, strategies, and key implementation actions for each of the primary stakeholders. Plan strategies seek to take advantage of opportunities, overcome challenges and continue to provide attainable and affordable housing within a vibrant, transit supportive neighborhood.

FIGURE1.1: MURRAY NORTH STATION AREA 1/2-MILE BUFFER



Planning Area Description

This plan focuses on the Murray North Station Area, which is defined as the area within a 1/2-mile radius from the Murray North TRAX platform, located at 71 W. Fireclay Ave, in Murray, Utah. The area is between I-15 and State Street, south of Central Avenue and extending south of 4500 South to approximately 4700 South. Big Cottonwood Creek not only serves as the primary ecological asset to the station area, but it bifurcates the station area and serves as a significant portion of the jurisdictional boundary between Murray and Millcreek Cities.

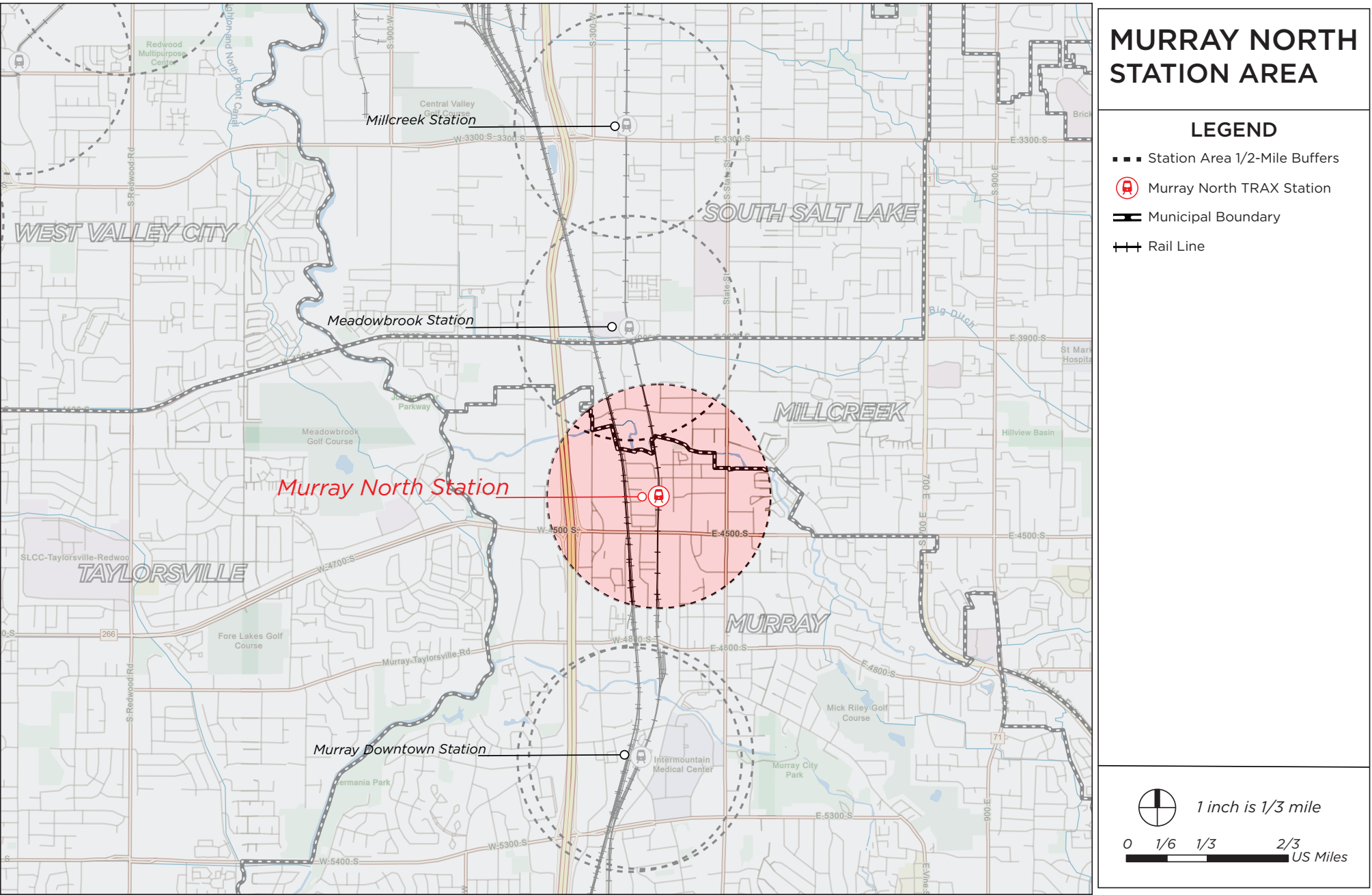
The planning areas for the Meadowbrook Station to the north and the Murray Central Station to the south closely about the Murray North Station Area. Because of the close proximity of adjacent station areas, planning for the Murray North Station is approached as part of a large ecosystem of connected, transit supportive areas.

The Murray North TRAX Station is a mid-level light rail station within the TRAX system. The station is a 385-foot center platform accessed from the east by a north crossing of the tracks and a south crossing of the tracks. The southern walkway from the station connects to the Brickgate Apartments west of the platform. The northern walkway connects to the bus loop, station parking lot and Fireclay Avenue.

While not one of the major nodes, like nearby Murray Central Station, Murray North is served by TRAX lines--Blue and Red, and connects to two bus routes (Routes 205 and 45). Route 205 connects north generally along 500 East to Downtown Salt Lake City and has 789 daily boardings system-wide. Route 45 connects east to Holladay Village and Olympus Cove Park and Ride and has 389 daily boardings system-wide, so these are good regional bus connections.

In addition to the 205-bus route that serves the station, there is an additional bus route, the 200, on State Street that does not stop at the TRAX station but has stops within the station area. The State Street routes are primary connections north and south through the Salt Lake valley. During the public engagement process many residents north of State Street indicated that they use the routes on State Street rather than the TRAX line. Connection and coordination of transit between the station and the lines throughout the immediate area enhance the transit supportive nature of the entire neighborhood.

FIGURE 1.2: REGIONAL TRAX SYSTEM MAP



Background and Purpose

A Station Area Plan (SAP) is required per “H.B. 462 Utah Housing Affordability Amendments” for municipalities that have fixed-guideway public transit stations (rail or BRT). The code, 10-9a-403.1, requires the development of specific SAPs at both planned and existing stations along transit investment corridors to increase housing options. The code also requires that SAPs promote the following principles:

- Increase the availability and affordability of housing, including moderate income housing
- Promote sustainable environmental conditions
- Enhance access to opportunities
- Increase transportation choices and connections

Addressing adequate housing is a critical aspect of preparing for anticipated growth. The SAP process empowers local governments to conduct localized planning efforts and develop a contextual solution to an area’s development needs and take advantage of regional investments in transit infrastructure. The planning process also seeks to enhance coordination of planning and reporting efforts and increase collaboration between stakeholders who want to improve housing affordability and availability—from state-level commissions and divisions, to regional transportation and planning agencies (UTA, UDOT, and WFRC), to municipalities and private sector developers. For the Murray North SAP, both Murray and Millcreek Cities served as local government representatives with representation from UTA and WFRC.

Station area plans are required to identify opportunities and constraints within the station area, identify opportunities for additional affordable housing and the need for supportive services, describe a preferred vision shared by the community within and around the station area, and provide strategic recommendations that may be pursued by both UTA, respective local governments, and private partners to help facilitate implementation.

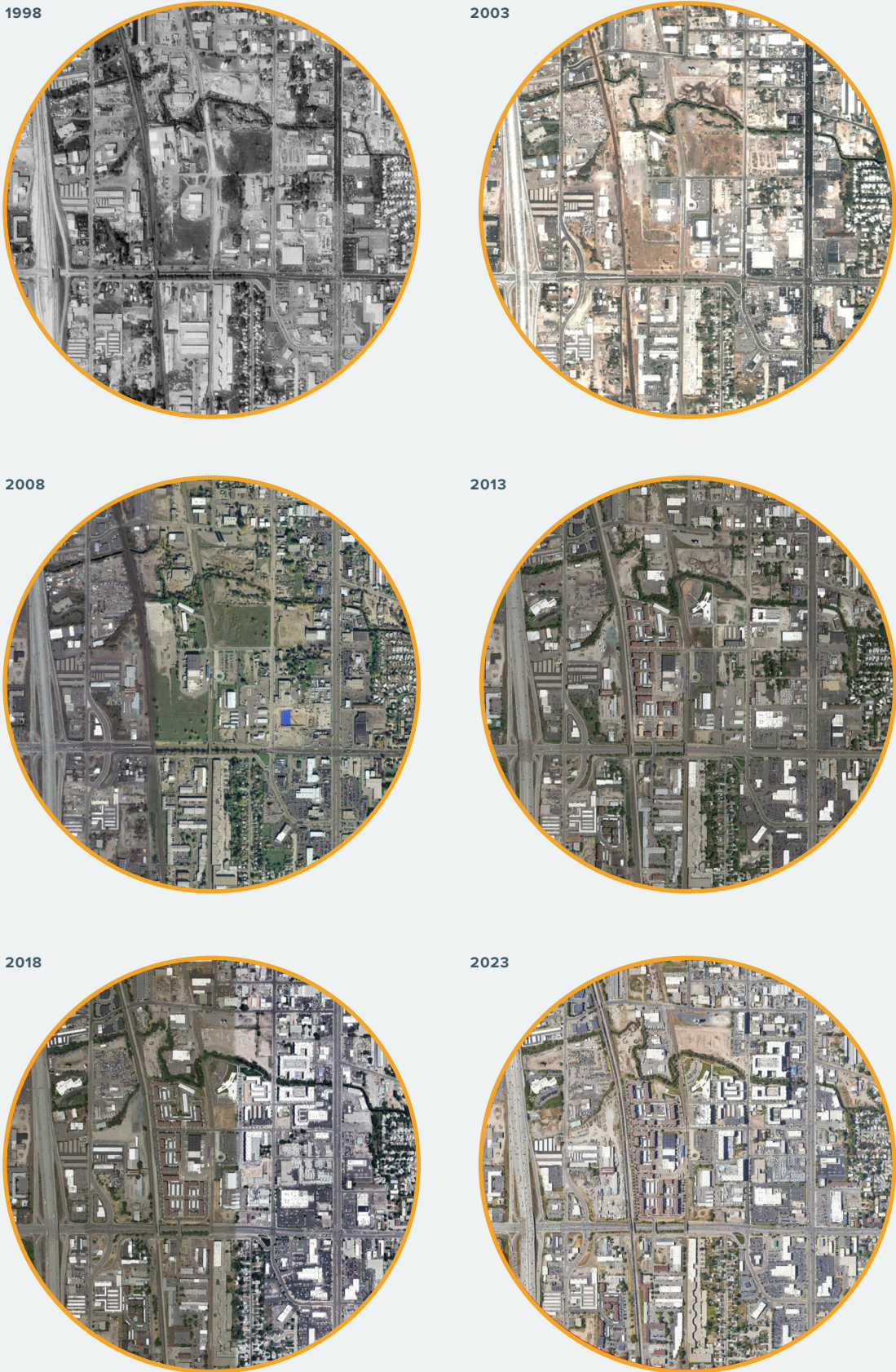
Recognizing that housing and land use policies have profound impacts on individual transportation mode choices, quality of life, and growing environmental concerns, H.B. 462 requires a comprehensive integration of these aspects into local land use policy. Provisions include the modification of how municipal corporations develop and report their moderate-income housing strategies, and further defines the mechanism that distributes state funding to political subdivisions that meet defined transit-based planning requirements and withholds funding from those who fail to achieve the requirements in accordance with specified timelines.

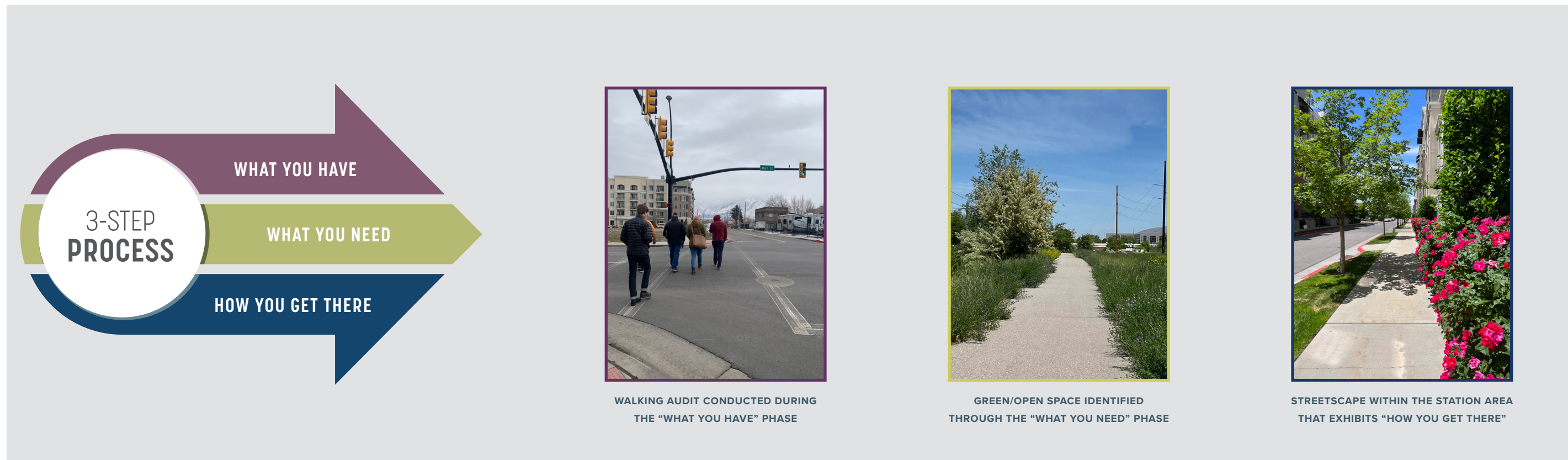
Historical Context and Understanding

The first recorded building in the Murray North Station Area was a home constructed in 1858. The area was originally developed as a residential area with a correspondingly scaled grid system. Over time, the area transitioned to industrial uses. Prior to the opening of the TRAX Blue Line, the land uses around the Murray North TRAX Station were already primarily industrial, a result of its proximity to I-15, the State Street corridor, Union Pacific rail line, and Big Cottonwood Creek, which have provided the necessary transportation infrastructure and resources for operations. Today, the most prevalent land use in the station area is industrial, making up approximately 40% of the total land area. Industrial areas generally have large lots with limited internal infrastructure. This is true of many of the remaining industrial areas within the Murray North Station area.

Over the past two and a half decades since the construction of the TRAX station, the area has seen a continual transformation towards transit supportive development, mostly consisting of high-density residential structures. The area east of State Street in Murray generally transitions from the commercial State Street corridor to single-family residential neighborhoods whereas Millcreek hosts a handful of apartments and mobile homes adjacent to the State Street corridor. Today, there are approximately 2,678 total housing units within the Murray North Station Area, 70% of which

FIGURE 1.3: MURRAY NORTH STATION HISTORICAL AERIALS





have been constructed since 2000.

Plan Basis

This Station Area Plan leverages prior planning efforts conducted by both local and regional jurisdictions. In conjunction with a solid understanding of prior planning efforts, this plan considers the best path to align market opportunity with physical opportunity, and the community vision established throughout the planning process. Prior plans reviewed included:

- Murray General Plan (2017)
- Millcreek Together General Plan
- Millcreek Transportation Master Plan
- Mid-Valley Active Transportation Plan
- Fireclay Transportation Master Plan & Design Standards
- Life on State Implementation Plan
- Seven Greenways Vision Plan
- West Millcreek Meadowbrook Plan

Process

The consultant team engaged the public through online and in-person opportunities to provide feedback and contribute to the decision-making process. A three-phased approach was used to craft the plan that will guide decisions and embody values of the community as the Murray North Station Area continues to grow and develop. The phases implemented to guide this plan were as follows:

- **WHAT YOU HAVE** – This phase focused on gaining a comprehensive understanding of existing conditions and context within the area of influence for the Murray North Station Area. An initial site visit and public engagement kick-off was also associated with this phase. The complete existing conditions analysis that includes the following may be found in the appendix:
 - Accessibility analysis
 - Environmental analysis
 - Socioeconomic analysis
 - Public safety analysis
 - Market analysis

- **WHAT YOU WANT AND NEED** – While the second phase focused on dialogue with the community (listening, repeating back, and inviting input) this exchange of ideas and input occurred throughout the entire process. At this stage we not only shared what was learned through the initial phase, but we invited the public, technical partners, and stakeholders to tell us about what they want and need to make the station area a more complete community. This phase included several in-person input opportunities, a variety of stakeholder interviews, continued online engagement, and lots of thought digestion. A more complete detailing of community engagement takeaways can be found in the Community Engagement chapter.
- **HOW TO GET THERE** – Based upon the emerging unified vision, the consultant team worked to identify specific pathways toward the identified goals. Tangible goals and strategies were established based on input and direction from previous phases.

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EXISTING CONDITIONS

INTRODUCTION

Station Area Policy Background

The Murray North station is an existing light rail station that serves the Blue and Red TRAX lines that connect throughout Salt Lake County. The station is located at 71 West Fireclay Avenue in Murray, serving the immediate “Fireclay area.” The Blue line connects downtown Salt Lake City with Draper on the southern edge of Salt Lake County, and the Red line connects the University of Utah with Daybreak in South Jordan in the southwest of Salt Lake County.

The ½-mile Study Area is generally defined by I-15 on the west, the area north of 4500 South Street, and area west of State Street, and south of Central Avenue. Big Cottonwood Creek bisects the Study Area and is shared between Murray and Millcreek cities. The total population within the ~500-acre Study Area is currently estimated to be 6,541 people, or approximately 13 people per acre, distributed across 2,611 households. The Study Area is also home to 4,360 employees, or approximately 9 employees per acre (ESRI).

Today, the Study Area contains a mix of new high-density housing, auto-oriented retail, auto and RV dealerships, a mix of small businesses, and a wide range of industrial uses.

DEMOGRAPHICS

Population

ESRI estimates the current population of Murray to be 52,255 with an expected 0.5% annual growth rate to 53,448 by 2028. Similarly, Millcreek has a population of 64,778 and is projected to grow at a rate of 0.31% annually from 2023-2028 to 65,793 people. The population within a ½-mile radius of Murray North Station is currently 6,541 and is expected to grow to 6,791 by 2028, representing an annual growth rate of 0.75%.

CATEGORY	MURRAY	MILLCREEK	STUDY AREA
2023 Population	52,255	64,778	6,541
2028 Population	53,448	65,793	6,791
5-Year Annual Growth Rate (%)	0.5%	0.31%	0.75%
Source: ESRI			

TABLE 2.1: POPULATION COMPARISON

Income

The City of Murray has a median household income of \$71,470 compared to the City of Millcreek with a median household income of \$80,083. However, within

the Study Area, the median household income is significantly less than the US and neighboring jurisdictions, at \$50,437. This is likely attributed to the greater concentration of workforce housing within the Study Area and the greater number of single-member households that live in multifamily housing, as indicated in the household type statistics.

CATEGORY	MURRAY	MILLCREEK	STUDY AREA
Median HH Income	\$71,470	\$80,083	\$50,437
Per Capita Income	\$39,540	\$46,650	\$38,765
Source: ESRI			

TABLE 2.2: INCOME COMPARISON

Race and Ethnicity

The Study Area is much more diverse than the surrounding cities of Murray and Millcreek, Salt Lake County, and Utah. Diversity can promote economic growth and enhance vitality. Research shows that cultural diversity enables a community to be stronger and more productive. Increased diversity can also contribute to cultural experiences and artistry, which in turn increases quality of life. Exploring ways to celebrate the higher diversity in the Study Area with art, programming, and events could help support revitalization, expand economic opportunity, and help differentiate the Study Area from regional contexts.

Opportunities

Because the Study Area is projected to grow more quickly and with a more diverse population than the surrounding communities, the Murray North Station Area can become one of the more vibrant and interesting neighborhoods in the region. There is an existing diverse population in the area that seeks services and amenities that are culturally appropriate and easily accessible. Initial observations indicate an opportunity to balance the recent influx of high-density residential with additional amenities and services, including the addition of usable open space.

Challenges & Barriers

Household and per capita income in the Study Area is significantly lower than the surrounding communities. This presents a challenge for attracting new retail and services into the area. The lack of expendable household income and access to surrounding neighborhoods is a recognized barrier to attracting fresh food and similar resources into the station area. This was a consistent observation from area residents and visitors.

LEFT: flyer advertising Hispanic heritage month event in Murray
Source: Now Playing Utah!

RIGHT: Murray city celebrates cultural diversity through Hispanic Heritage Days Event in the Murray Park Amphitheater, September 2023
Source: KSL TV



LAND USE AND ZONING

Land Use

Existing land use is important because it establishes the current conditions for the subject area and determines what options are available for future development. Typically, land uses that are already in existence will remain the same because they are appropriate for the area or are difficult to transition. This generally leaves opportunities for development within vacant areas. The pattern of land use that exists today within the station area has evolved to adapt to the requirements of the community as it has experienced growth, both in geographic size and population. An existing land use assessment was conducted from generalized Salt Lake County assessor data obtained by the project team.

The planning area for this SAP can be thought of as several character areas. The “core area” identified is the area immediately around the station, generally from Main Street to the Union Pacific rail line and from 4500 South to Central Avenue. This core area has been and continues to be the focus of most of the transit supportive development that has occurred in the area since the opening of the TRAX Blue Line. The “State Street corridor area” includes both sides of State Street for the length of the planning area, spanning west to Main Street and north above Central Avenue. The “southern area” includes the area south of 4500 South. The “Western area” includes the area west of the Union Pacific rail line spanning the length of the study area. There are also small portions of the ½ mile radius that are west of I-15 and east of the State Street corridor and south 4500 South that are small and disconnected from the rest of the planning area and infeasible to address in the planning process.

The Core Area includes newer residential developments closer to the station, primarily along

Main Street and Fireclay Avenue. There is ground floor retail in many of the buildings that was required as part of the development approval process to activate the street level and is intended to support local households. The core area includes several remaining opportunities for new development.

The State Street Corridor Area is characterized primarily by auto-oriented commercial development. The deep, setback commercial uses along State Street varies in depth from one lot north of Big Cottonwood Creek to an entire block south of the Creek and south of 4500 South. Additional small-scale commercial services are located throughout the blocks north of Central Avenue.

The Southern area is characterized by a mix of uses. A well-established, single-family, residential neighborhood has existed in this area since the early 1940’s even as the surrounding area has transitioned. Other uses in the southern area include light industrial and newer townhomes along the light rail line and some commercial uses along Auto Boulevard. The area between the light rail line and the Union Pacific Rail line is characterized by light industrial uses including auto body repair shops and cabinet makers.

The Western Area west of the Union Pacific rail line includes heavy industrial, storage, and warehousing uses. The area closest to 4500 South is significantly lower than the rest of the area and includes highway focused commercial uses. The area is currently experiencing some redevelopment pressure; however, because it is currently disconnected from the Murray North Station by the Union Pacific rail line new development proposals are not currently transit supportive.

FIGURE 2.1: MURRAY NORTH “CHARACTER AREAS”

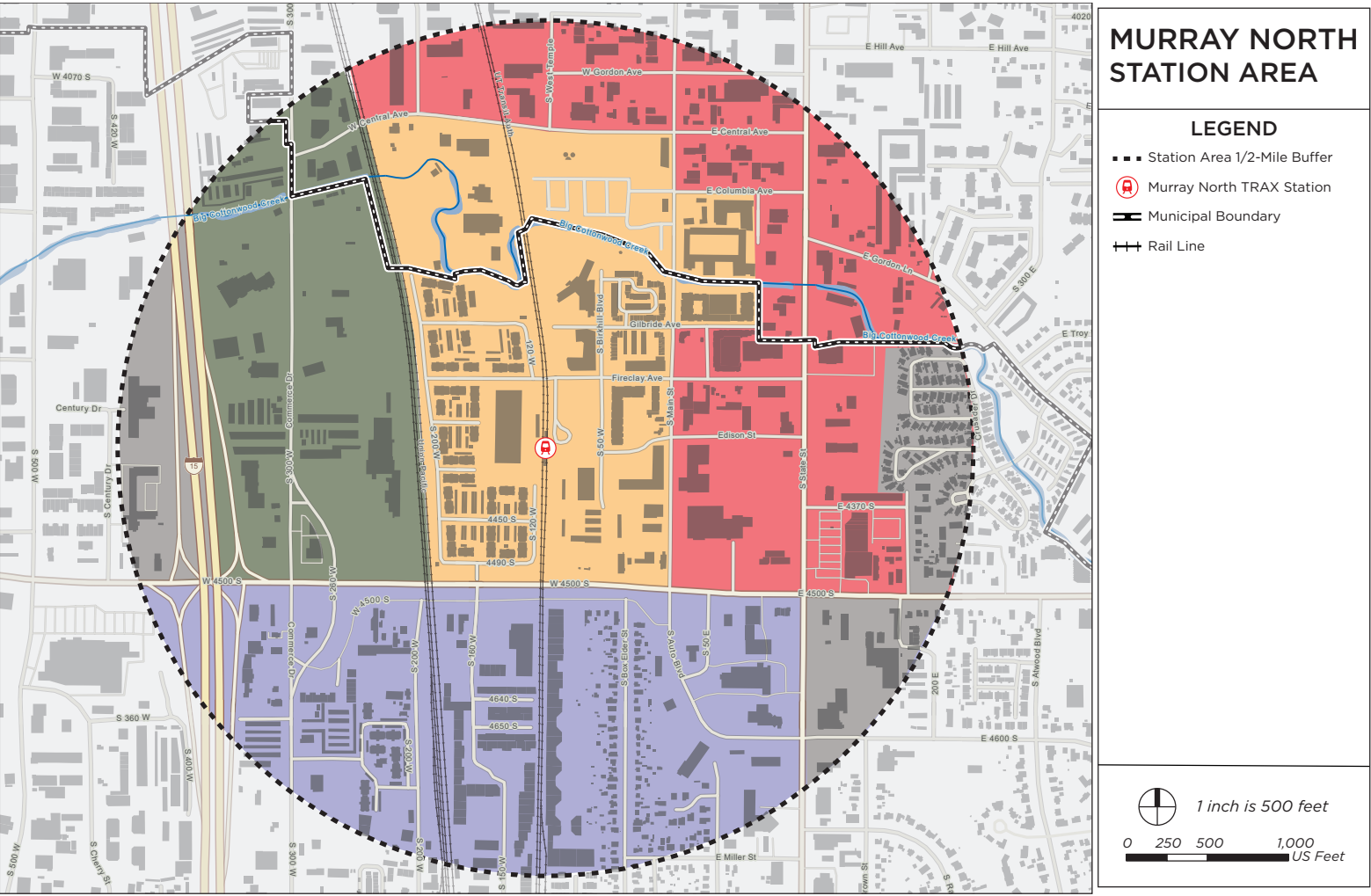
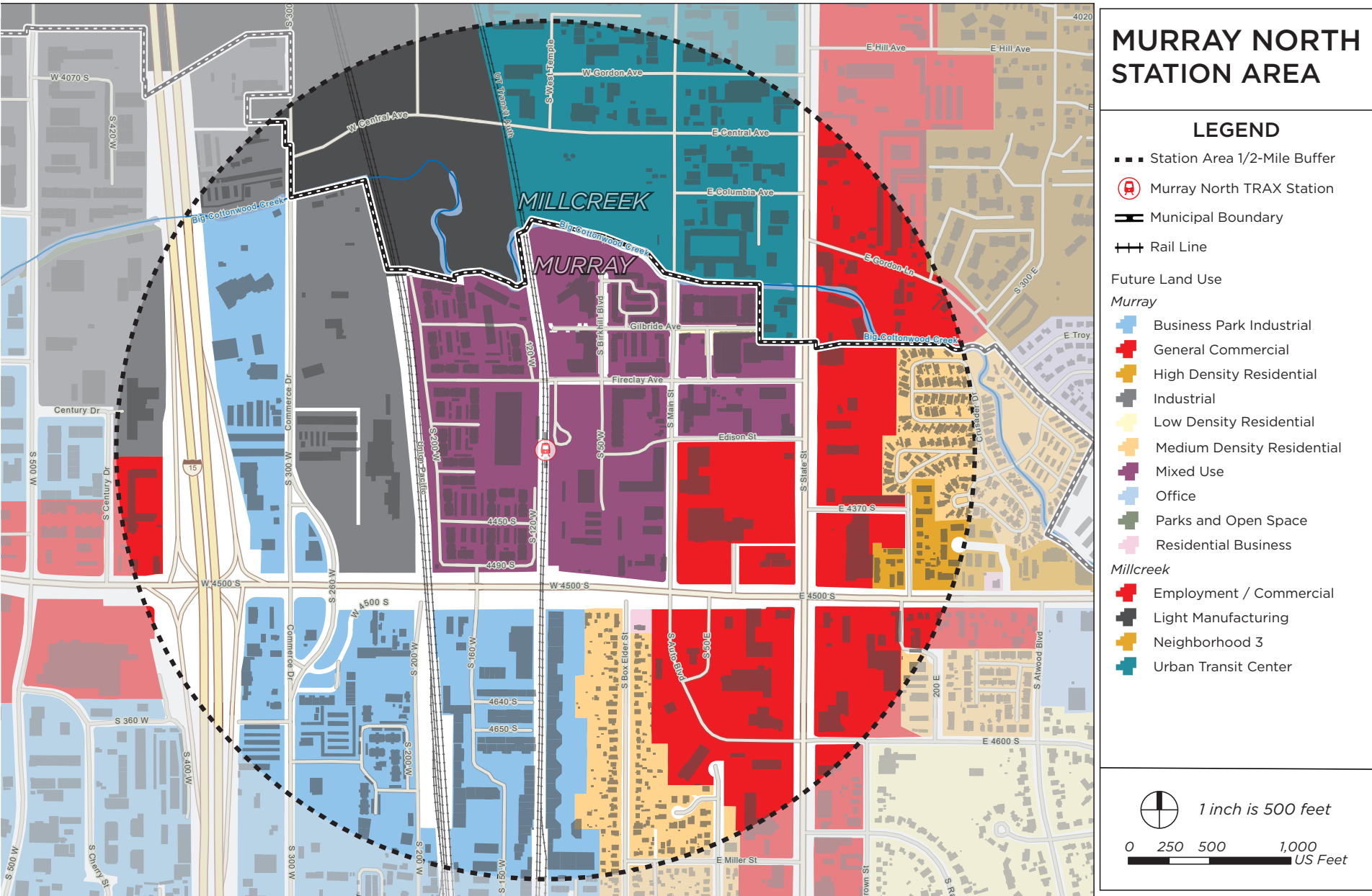


FIGURE 2.2: GENERAL PLAN FUTURE LAND USES MAP



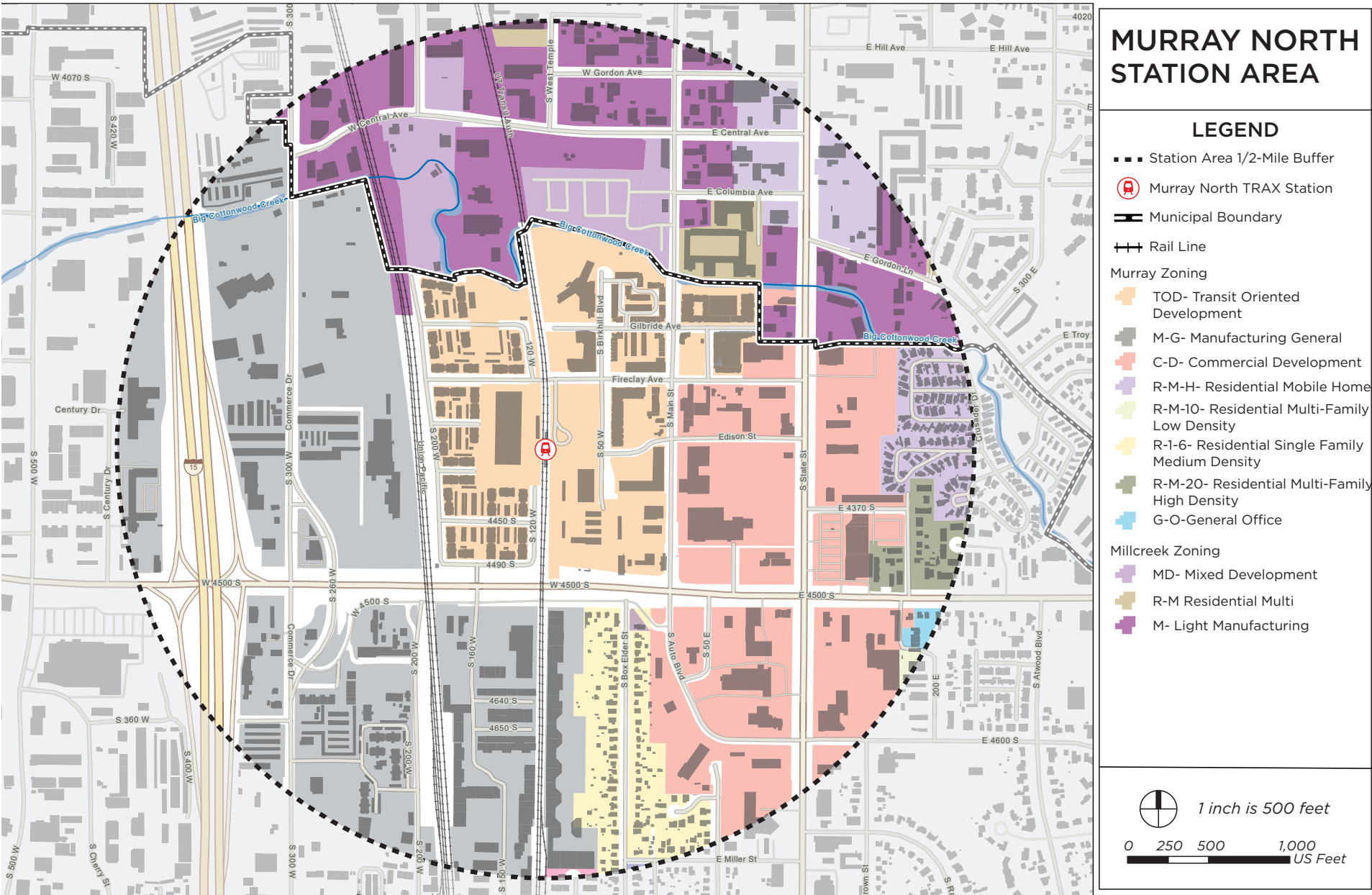
Through analysis of the 2017 Murray General Plan, there are an identified 10 distinct future land use designations that have significant impact on the study area: Business Park Industrial, General Commercial, High Density Residential, Industrial, Low Density Residential, Medium Density Residential, Mixed Use, Office, Parks and Open Space, and Residential Business. Regarding the Millcreek portion of the study area, there are four distinct future land use designations that influence the future development and character of the land: Employment/ Commercial, Light Manufacturing, Neighborhood 3, and Urban Transit Center.

The Future Land Use map for Murray designates the core station area as “Mixed Use” which is Murray’s transit supportive designation. The bulk of land in this district is currently commercial or residential and largely conforms to the future land use plan, however two parcels directly west of the platform are home to the site of Atlas Molded Products, a molded polystyrene development and manufacturing facility. A relic of the area’s overall industrial orientation, this multi-block building and the associated freight requirements present an example of the challenges left behind by an evolving neighborhood.

The Future Land Use map for Millcreek designates the core area as “Urban Transit Center.” As with Murray, the Millcreek core area has many of the same conflicts arising from historical . The scale is more significant, however as much of the land between Main Street and the rail corridor, south of Weston Avenue, is small scale automotive repair shops.

State Street is a longstanding and well-established commercial corridor that spans north-south through both jurisdictions. It has , historically, been geared towards auto-oriented services and convenience-based shopping centers. In its current state, the State Street corridor may not be as well-reflected in the future vision for commercial development in the station area, largely in part to the nature of auto-oriented development. Through the development of this plan, existing conditions must be carefully considered when planning for the future of the area.

FIGURE 2.3: ZONING MAP



Zoning

As the Wasatch Front region continues to grow, the Murray North Station Area will become home to additional residents and employees that will need adequate access to a variety of services, employment, dwellings, and open space/recreation opportunities. An appropriate mix of land uses within the station area creates more abundant opportunities and plays a role in supporting the greater transit system network. To capitalize on the regional and local growth opportunities, both Murray and Millcreek have established zoning codes reflecting the future vision for the Murray North Station area when deployed in the appropriate context. For example, within the northern portion of the station area, Millcreek has established Mixed Development (MD) zoning in areas that are currently, or were formerly, occupied by industrial land uses. Similarly, Murray established Transit Oriented Development (TOD) zoning at the core of the station area which has led to the arrival of several multifamily apartment and townhome developments such as the Avida and Birkhill complexes.

More than 22% of the land with a zoning designation in Murray’s portion of the study area has been zoned to allow for higher density residential development and to encourage a mix of uses that fit the future of the area. Similarly, more than 22% of the land with a zoning designation in the Millcreek portion of the study area has been designated to accommodate higher density residential development.

MILLCREEK ZONING DESCRIPTION	% OF LAND AREA	ACREAGE
Commercial	21.9%	24.1
Light Manufacturing	55.7%	61.3
Mixed Development	16.8%	18.5
Residential Multi-Family	5.6%	3.2
TOTAL		110.1
<i>Source: Millcreek City GIS</i>		

TABLE 2.4: ZONING DISTRIBUTION WITHIN THE MILLCREEK PORTION OF THE STATION AREA

MURRAY ZONING DESCRIPTION	% OF LAND AREA	ACREAGE
Residential Multi-Family High Density	2.5%	7.0
Commercial Development	24.0%	67.9
General Office	0.3%	1.0
Manufacturing General	43.4%	122.8
Murray Central Mixed Use	0.1%	0.3
Residential Single-Family Medium Density	5.7%	16.2
Residential Multi-Family Low Density	0.2%	0.5
Residential Mobile Home	3.9%	10.9
Residential Neighborhood Business	0.1%	0.2
Transit Oriented Development	19.8%	56.1
TOTAL		282.8
Source: Murray City GIS		

TABLE 2.5: ZONING DISTRIBUTION WITHIN THE MURRAY PORTION OF THE STATION AREA

Opportunities

There are several opportunities for new, transit supportive development both in the near term within the core area near the station and in the longer term in the broader Murray North Station Study Area. Near term opportunities include:

- The former gravel operation currently under construction for a new townhome development
- Several remaining industrial parcels north of Big Cottonwood Canyon
- The plastics factory immediately west of the platform that is expected to transition to a transit supportive use in the next five years
- The station park and ride lot
- UTA's mobility center and storage area property
- The former Salt Lake County Fleet Management site

Many of these areas are already approved or under construction for transit supportive uses.

Longer term opportunities include the State Street corridor, the area south of 4500 South and east of the TRAX line in the 10-year horizon and the areas west of the Union Pacific rail line in the 20-year horizon if the Central Avenue underpass is upgraded and a new crossing at Fireclay Avenue is installed.

Challenges & Barriers

Future development of many of these areas requires project partners to coordinate the elimination or minimization of barriers to development. Some of the barriers are environmental, relating to the area's history of industrial uses. Other barriers require investment in connections across or under major roadways or rail lines. Other challenges are market-based providing incentives for desired development types. These barriers and challenges are addressed in the recommended path forward for this plan.

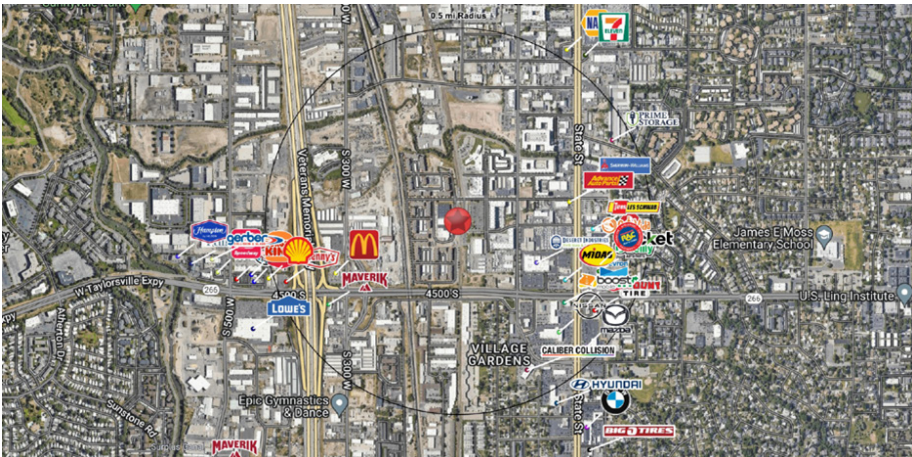
MARKET ASSESSMENT

Retail Market Demand

Overall, the Study Area contains approximately 736,000 square feet of existing retail. Based on purchasing power and existing retail supply, unmet demand is estimated at 170,549 square feet. Based upon growth projections, the Study Area is anticipated to support an additional 4,718 square feet of retail annually to meet retail demand over the next five years based upon population and demographic growth projections. The current retail market rent is \$18.02 per square foot, plus taxes, insurance, and common area maintenance (NNN's) for shell space. The retail vacancy rate in Murray/Millcreek is low.

Although development pressure remains high, future regulations should ensure that the appropriate elements and amenities get integrated into each future development to enable a safe, walkable, and connected district to unfold.

FIGURE 2.4: EXISTING RETAIL DEVELOPMENT WITHIN THE STUDY AREA



Corporate Office Demand

Overall, the office market in Millcreek and Murray is relatively strong, with high occupancy rates and rental rates that are generally in line with the overall market in the Salt Lake City metropolitan area.

The Study Area could benefit from “higher quality” jobs that could stem from new office occupants. This would also complement the mixed-use objectives of the Station Area plan. Furthermore, office space will be complementary with other uses in the Station Area. Promoting small to moderate increments of office space in the Station Area would contribute to broader economic diversity and create stability in the Study Area.

Preferably, new office space would be a second-floor component of a high-density residential project, or it could be introduced as a first-floor flex space that can accommodate office or service retail such as real estate, title, insurance, engineering, or other service-oriented businesses.

Industrial Demand

The market demand for industrial space in Murray/Millcreek is strong due to the city’s location near major transportation routes, including I-15 and I-215, as well as its proximity to the Salt Lake City International Airport. The regions diverse economies, which includes a strong industrial sector, also contributes to the demand for industrial space. There is currently 1.5M square feet of industrial space in the Study Area. The average price per square foot of industrial space in Murray/Millcreek is \$12.30. The vacancy rate is 0.9%. There has been no measurable industrial space added within the Study Area over the last 10 years.

Opportunities

There are several opportunities for new commercial development along State Street in both the near and longer terms, within the core Murray North Station Study Area. Near term opportunities include:

- Exploring neighborhood service retail that could also support future commercial and residential uses in the core, such as grocery, destination restaurants, and retail services
- Explore redevelopment/revitalization of underutilized parcels that front on State Street and 4500 South

Challenges & Barriers

The challenge will be to create new space and achieve rental space that can justify new construction costs during the transition.

In the current context, most of the retail would likely gravitate towards State Street. State Street offers existing retail concentration, higher traffic counts, and established co-tenancy in this part of the Study Area. Most of the current commercial space within the Study Area is located along State Street, which is dominated by auto oriented and convenience retail. Changing this context is difficult because the existing corridors within the study area and the internal core area around the Station Area do not have sufficient elements needed to create a holistic mixed-use environment.

HOUSING

The Murray North Station area has experienced significant residential growth over the past couple of decades. In 2010, the station area's population was approximately 1,400 residents with approximately 750 total housing units per United States Census data. Since 2010, ESRI indicates that the area's population has grown to 6,541 people and 2,678 housing units in 2023.

Approximately 30% of the area's housing units are contained within apartment complexes with more than 50 units. The number of housing units in multi-family structures is anticipated to increase as higher-density developments are planned and completed. With an increase in residential density, unique housing opportunities and pedestrian-scale commercial amenities become more economically viable and are the main pillars of successful transit-oriented developments.

The distribution of housing values for both the Murray North Station Area and Salt Lake County, are represented in the Owner-occupied Housing Units by Value table. When compared to county-wide figures, the station area's variation in values drastically differs. Within the station area, single-family homes are the most prevalent owned housing type, the majority being valued in the \$200,000-\$299,000 range and less. In Salt Lake County, nearly half of all homes are valued between \$500,000 and \$750,000, demonstrating the station area's offering of more affordable housing prices that may accommodate young families or low-income households looking to purchase a starter home.

Another prevalent owned housing type in the station area is mobile homes. Often, mobile homes are viewed as the most affordable and achievable method of obtaining home ownership. By leasing the land underneath the structure rather than accounting for it in the sale of the structure, a significant portion of the purchase price is removed. More than 43% of the area's housing stock is valued under \$100,000, mostly comprised of mobile homes situated on the east side of State Street in Murray.

The Murray North Station Area has a current vacant housing unit rate of 12.7% which is more than double the rates in Murray, Millcreek, and Salt Lake County. According to ESRI, a vacant housing unit is classified as no one living in the dwelling, unless its occupant or occupants are only temporarily absent. The figure of 12.7% equates to roughly 340 housing units but doesn't necessarily mean that these units have been, or will be, vacant for a long period of time. Vacant housing units can be unoccupied for various reasons, either because the new tenant or owner hasn't yet moved in or the property is vacant for another reason such as remodeling or abandonment.

FIGURE 2.5: HOUSING UNDER CONSTRUCTION ALONG MAIN STREET



FIGURE 2.6: HOUSING TYPOLOGIES WITHIN THE STATION AREA



SINGLE-FAMILY



MOBILE HOME



TOWNHOME



APARTMENT COMPLEX

TABLE 2.6: OWNER-OCCUPIED HOUSING UNITS BY VALUE

	MURRAY NORTH STATION AREA	SALT LAKE COUNTY
< \$99,999	43.5%	0.6%
\$100,000- \$199,999	15.6%	1.1%
\$200,000-\$299,999	23.4%	0.5%
\$300,000- \$399,999	3.2%	10.1%
\$400,000- \$499,999	2.2%	30.3%
\$500,000- \$749,999	8.1%	47.2%
\$750,000- \$999,999	1.3%	8.2%
\$1,000,000 +	2.7%	1.9%
Source: American Community Survey 5-year Estimate 2017-2021		

Murray North Station Role in Moderate Income Housing

Affordable housing availability is key to a good quality of life and economic security. The Murray North Station Area has provided moderate income housing for several years. This station area offers two types of housing below the market rate. The Utah Affordable Housing Database, managed by the Utah Department of Housing & Community Development lists the affordable apartment properties within both Murray and Millcreek. Of the five affordable apartment properties in Murray and one in Millcreek, three are within the Murray North Station Area. These include:

- Artesian Springs Apartments (Millcreek)
- Birkhill Apartment Homes Phase III (Murray)
- Front Gate Apartments (Murray)

The station area is also home to low-rent apartments. These apartments do not provide direct rental assistance but have more affordable rental rates. These apartments include:

- Brickgate at Fireclay Apartments (Murray)
- Avida Apartments (Murray)

The station area includes 426 rental-assisted units and 644 low-rent units with hundreds more planned, including 70 units dedicated to low-income senior housing. As one of the station area plan objectives is to increase housing affordability and availability in the station area, Murray North is ahead of the curve, especially in terms of addressing housing affordability. However, housing and housing affordability alone are not enough to establish a complete and thriving neighborhood. Rental housing affordability has been a primary focus of the Murray North Station over the past few years. Increasing housing options (such as home ownership), increasing opportunities for a feeling of belonging and commitment to the neighborhood, and incorporating supplemental services is necessary to build upon the existing collection of housing in the station area and form a complete neighborhood. To accomplish a cohesive and complete neighborhood, the station area plan will need to focus on promoting the other station area principles as well:

- Promote sustainable environmental conditions
- Enhance access to opportunities
- Increase transportation choices and connections

Opportunities

The Murray North Station area will continue to provide opportunities for affordable housing. There are significant existing opportunities in the area for affordable rental and ownership housing. There are also plans for additional affordable options within the core area. In addition to affordable options, there are also opportunities to further diversify the housing base in both the core and the extended Study Area. These opportunities include new market rate rentals and additional entry-level ownership options for families of all types and sizes.

Other opportunities include adding services, retail uses, and amenities that will increase the neighborhood’s livability and social cohesion.

Challenges & Barriers

The Murray North Station Area is perceived by residents and the surrounding community as unsafe and difficult to park. As seen later in this Plan, for some parts of the Study Area this is true and should be addressed as part of the immediate implementation strategy. The crime and lack of parking, particularly in the area around Brickgate and the Avida, has a “dampening effect” on investment throughout the area, particularly for non-residential investors.

Other challenges and barriers relate to opportunities to expand transit supportive residential development beyond the current core area because of real estate market values along the State Street corridor and connectivity challenges throughout the area.

CONNECTIVITY

Street Network

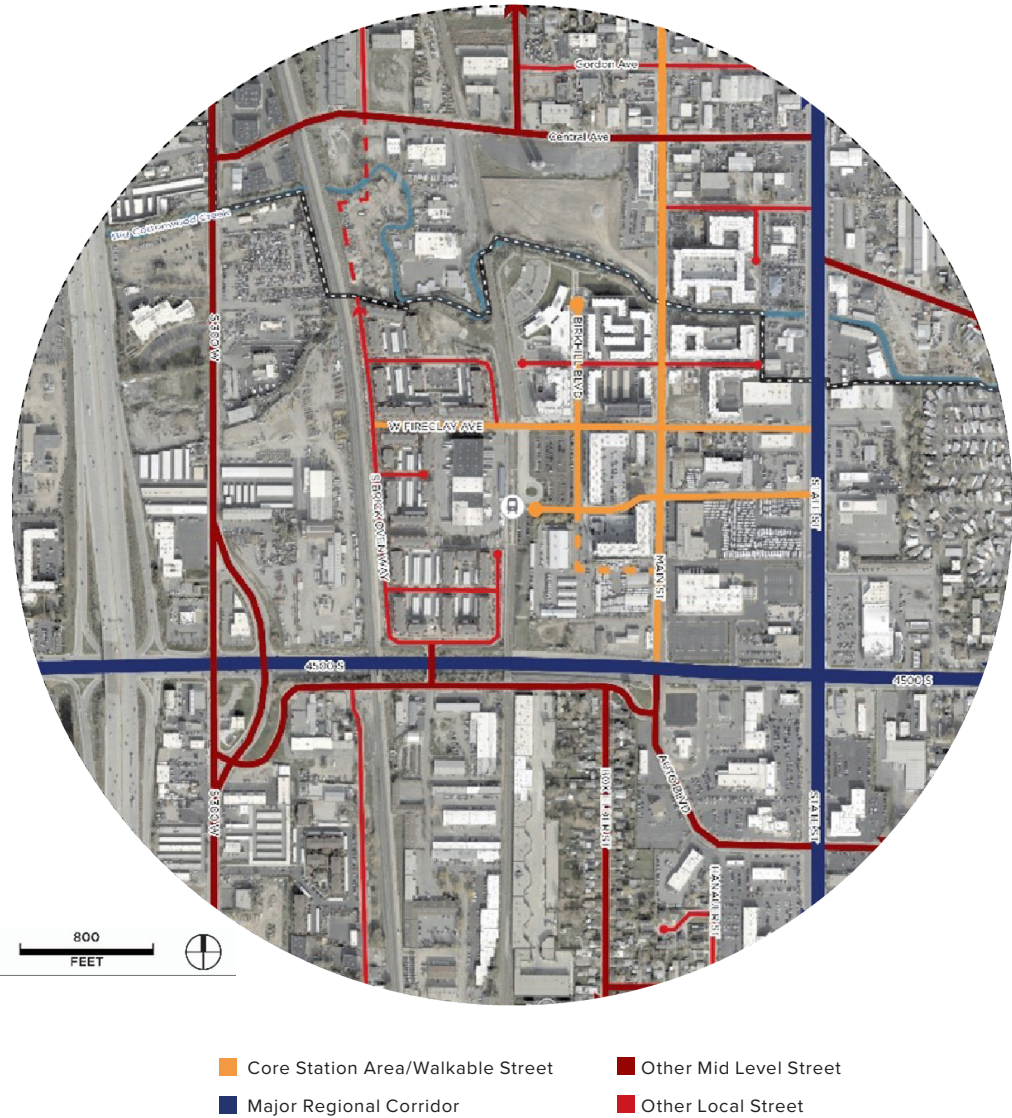
The street network provides the mobility framework for the Murray North Station Area. It creates both the connections needed for the station area to thrive and the barriers preventing those connections. The area’s streets also provide most of the public space that will help establish a walkable character for the station area.

The street network in the Murray North station area is interesting in that it is primarily a network geared toward auto, commercial, and industrial land uses

but with the beginnings of a connected network for the emerging mixed-use area around the station. In addition, there are some streets that serve and reflect the character and land uses of the historic residential part of Murray.

To break down this network into its pieces, we have identified four main types of streets in the station area, based on their relevance to the station area, their transportation function, and their character. These are 1) a set of smaller or mid-size streets within the core station area; 2) major regional corridors; 3) other mid-size streets in the station area that form key connections in, out, and within it; and 4) other, smaller, local level streets throughout the half-mile station area. More information on these street typologies can be found in the appendix.

FIGURE 2.7: EXISTING STREET TYPES



Bicycling and Micromobility

The bicycle network in the study area mostly consists of potential. The lone bike facilities in the station area are a bike lane along the northern segment of Main Street and a segment of multi-use path that arcs from the station at Fireclay Avenue north to Big Cottonwood Creek to Main Street. Other core station area streets are relatively bikeable for short stretches even without facilities, but these streets all run into the set of major barriers discussed above. With the ability to cross these barriers that surround the station, bicycling shows a lot of promise in the station area.

Sidewalks are the basic infrastructure for pedestrians. On most other streets outside of the station area core, and in some cases within it, pedestrian realms generally are simple, narrow 6-to-10-foot sidewalks with no other elements or buffer. While providing a basic, utilitarian place for people to walk, they do not provide the safety, comfort, or richness that the newer, wider pedestrian realms provide. Generally, the station area's sidewalks are relatively complete—most streets have at least basic sidewalks on one side of the street, and most have sidewalks on both sides. Due to the prevalence of street and rail barriers in the station area, pedestrian crossings may help shape pedestrian accessibility. Existing and missing sidewalk segments have been identified through the planning process, and should prioritize filling missing segments from the core outwards.

Urban design—the shaping of public space—is at the heart of a transit-oriented community. The vast majority of public space in most station areas, apart from the station itself, lies in its streets. This is especially true in the Murray North Station Area. Streets that make great public spaces are those designed for people, as opposed to only motor vehicles. The higher residential density needed for station areas means open space is more critical to those without private yards. At a fundamental level, space designed for people has a human scale and comfort.

Integration

One of the themes of the street network is disconnection. With this in mind, the project team analyzed the station area's street and pathway connectivity by measuring how much of the area within a half-mile of the station is actually accessible within a half-mile walk. If connectivity was maximized, with streets radiating out from the station area, the entire circle would be accessible; if the network was a perfect grid, the area accessible would look like a diamond within the circle. However, only a portion of the half-mile circle, totaling less than 50 percent, is accessible within a half mile walk from the station.

FIGURE 2.8: PEDESTRIAN PATHS SIDEWALKS

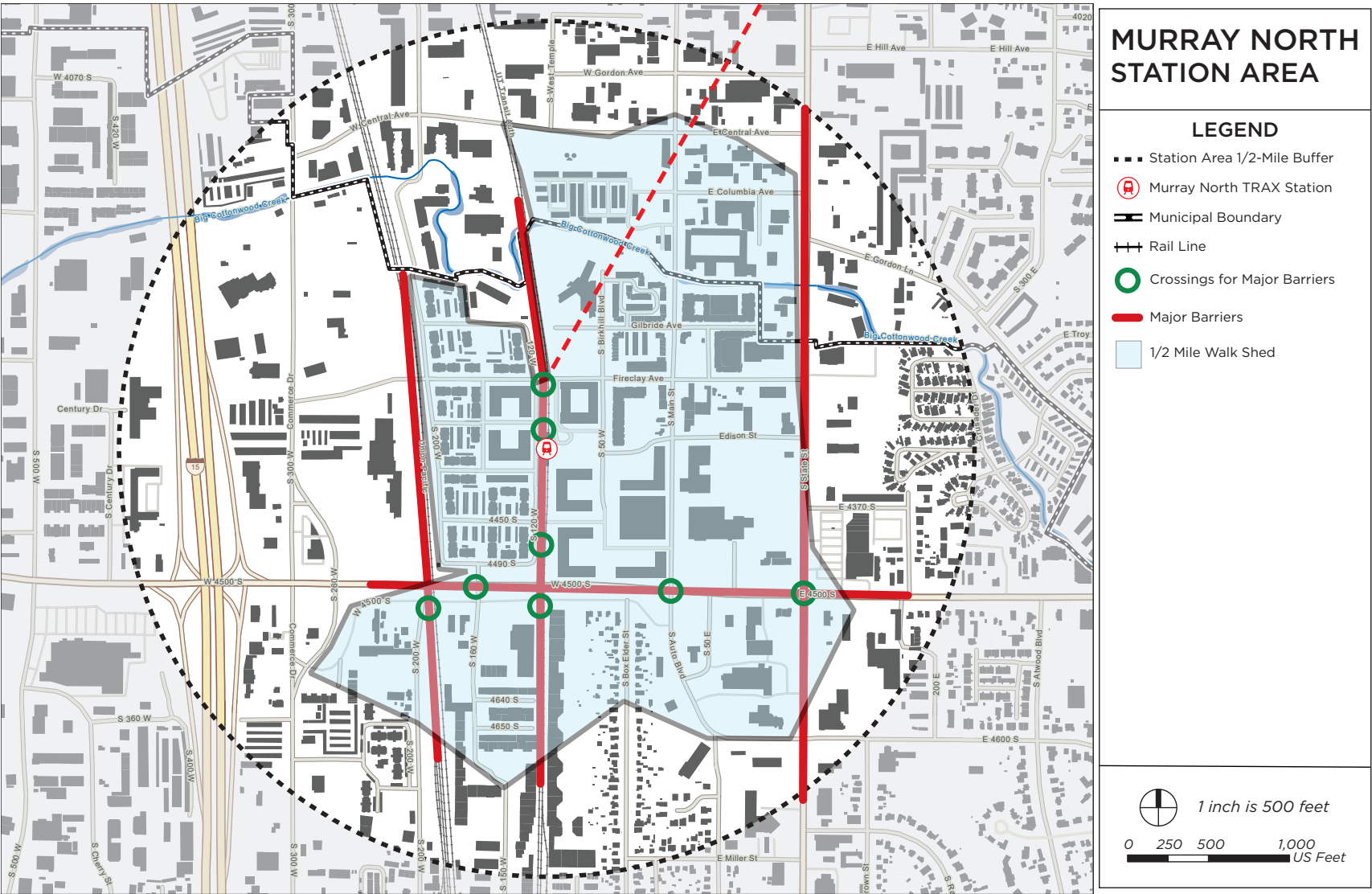


The limited walkability is due to a series of major barriers around the Murray North TRAX Station. These barriers, consist of State Street, 4500 South, the TRAX tracks themselves, and the Union Pacific/FrontRunner rail tracks. I-15 is another barrier, but it is far to the west in the station area. In addition, the blocks outside the core station area are large and motor vehicle-oriented and are not conducive for walking to and from the station, and around the station area. These barriers shape the area that is accessible to and from the station. Some crossings of the barriers (green circles) allow accessibility beyond the barriers, but these crossings are limited. This analysis indicates opportunities to increase the area accessible to the station by strategically adding and enhancing existing barrier crossings and pedestrain facilities.



EXAMPLE BARRIER AT THE INTERSECTION OF FIRECLAY AVENUE AND THE TRAX LINE

FIGURE 2.9: MURRAY NORTH “BARRIERS”



Traffic

Currently, the data show no segments of the key streets over capacity. Main Street is well under capacity. The future 2050 projected volumes show significant growth throughout the station area, including nearly a doubling of volumes on Main Street, but most streets remain under capacity. Only 4500 South is over capacity – the segment that is most disconnected from the station area.

Parking

Parking has been identified by different stakeholders as a major issue in the station area, largely due to a perceived mismatch between demand and supply. In general, parking can be a vexing issue in a transit-oriented community for several reasons. First, one of the advantages of transit-oriented development is that ostensibly residents walk more and drive less so less parking is required. However, communities have been hesitant to allow development with lower parking ratios in TOD areas, concerned about impact to surrounding neighborhoods. In Murray North, development was built with less parking than is perceived to be needed, and the lack of parking has been noted by various stakeholders. It is difficult to tell where the mismatch is between supply and demand, although the focus of the angst seems to be the large Fireclay multifamily project between the TRAX and U.P./FrontRunner rail lines.

Second, parking must be located and designed to not degrade the pedestrian experience and urban design of the area as much as possible, whether in structures integrated with buildings or on surface lots behind buildings. In Murray North TOD, parking for the residential buildings is a mix of surface, structured and even some underground parking, placed primarily out of view of the street behind/under buildings or in rear alley-loaded garages. This parking placement is successful from a design standpoint. The one exception is the UTA parking lot itself. In the TRAX system along the Wasatch Front, many stations, like Murray North, were built with a station parking lot in the center of the station area, immediately adjacent to the platform. In some cases, this parking has been used as a land bank for future development, as in Sandy’s East Village development.

Third, the model of suburban-style development emphasizes each land use having its own individualized parking, even when the parking has been designed for peak events, and when different uses have different peak use times. Transit-oriented communities emphasize more public and shared uses in all aspects. The approach to parking in many TOD’s allows shared parking

for uses with different peaks, and parking shared between the TRAX station and other uses. There is little shared parking in the Murray North area, with just under 200 on-street spaces in the station area core. Meanwhile, the TRAX parking lot has 231 spaces.

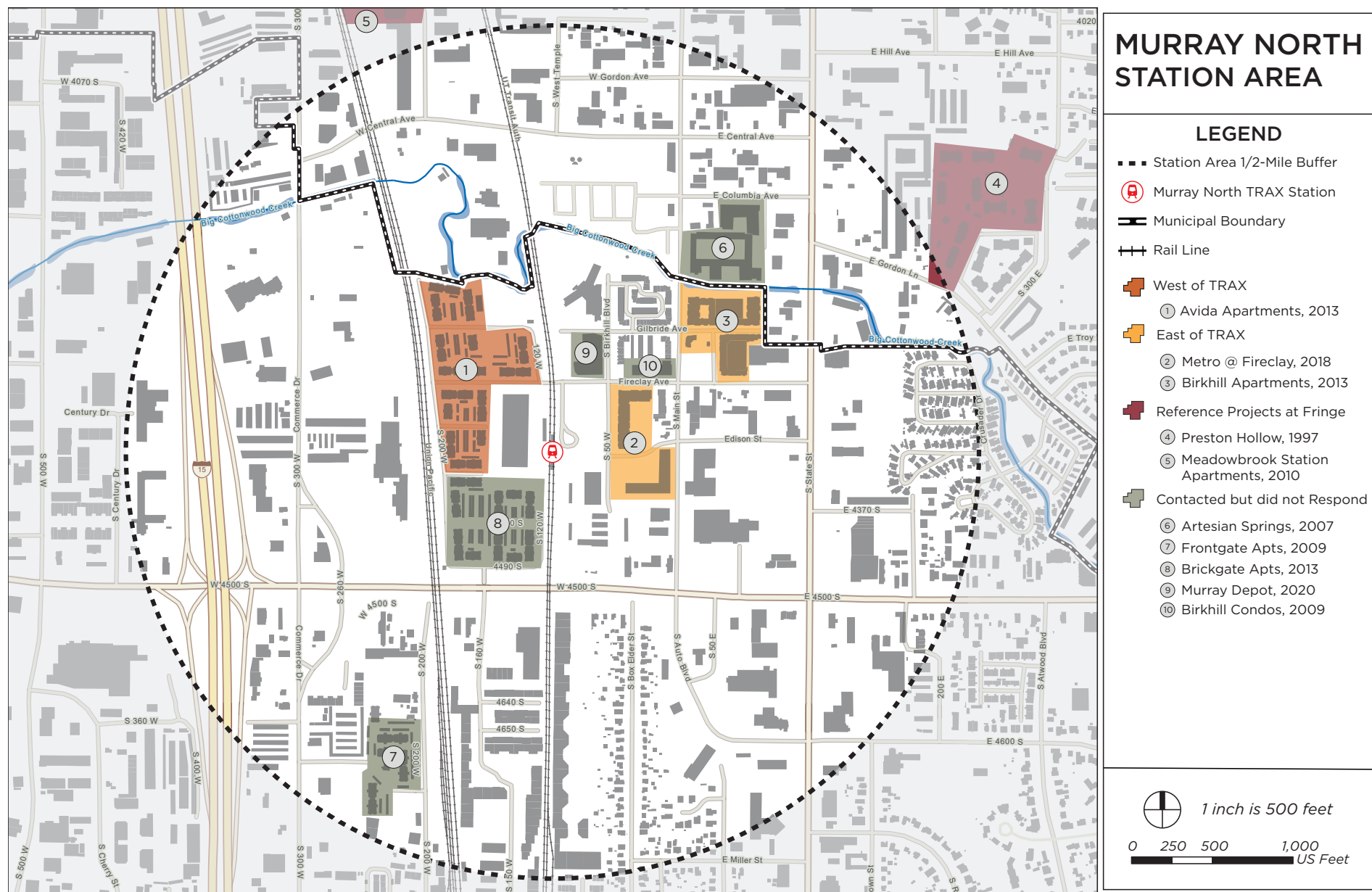
The project team undertook a basic parking utilization assessment. The parking analysis sought to understand the source of these issues and illuminate the parking situation in the station area in a holistic manner. An in-depth analysis can be found in Appendix A.

Some aspects of background context are important to understand. First, in general, there are a series of considerations for parking in transit-oriented communities (TOCs) that are different than in other parts of a city. As TOCs emphasize riding transit, walking, and bicycling, any aspect of private automobile infrastructure needs to be considered for how it can support and not obstruct these other modes to the degree possible. Past TOCs have considered smaller supplies of parking than in conventional development projects; pricing parking differently than in conventional developments; allowing multiple land uses (such as commercial, residential, or the transit station) to share parking, such as at different times of the day; and designing parking to support walkability. In the primarily auto-dependent cities of the United States, success is often found in finding a balance between the realities of car ownership and the above strategies that support and incentivize transit use, walking, and biking.

Second, there is specific history within this station area relevant to this analysis. Initial developments within the Murray North TOC employed some of the strategies listed above – including lower parking supplies and a pricing strategy that “unbundles” the cost of the parking from the cost of the residential unit. The history that has received the most focus from stakeholders is the provision of parking in the two complexes west of TRAX – Avida and Brickgate. Here, parking was built at a ratio below one per unit. Avida, for example, reports 371 spaces for 400 units. These are the areas where stakeholders have cited the issues identified above – and so the link between TOC parking policy and dysfunction has been made by some within the community.

With this context in mind, we looked at the supply and pricing of parking throughout the station area and how well utilized these parking supplies are, as well as other observations on the impacts of these parking situations. Ultimately, what do we learn from this analysis for the station area? What are the resulting opportunities for the station area?

FIGURE 2.10: APARTMENTS WITH INTEGRATED PARKING



Based on the data collected, the following takeaways were observed:

- Avida has major and unique issues: The Avida management reports towing around 15-20 vehicles a night. According to the management, this is due to limited parking, that is less than one space per unit, and many of the complex's roads being fire lanes with no parking allowed. The management also cites the area being isolated and cut off by both the UTA TRAX and Frontrunner rail lines. The management states that they have over 20 households moving out each month citing the main reason as parking. None of the other four managers mentioned these issues.
- Other core station area buildings' parking is well-utilized but not completely full: The two buildings the team was able to speak with in the core station area east of the TRAX report high occupancy rates but note that the parking in their experience has never been completely full. The occupancy estimates given for the different lots and garages were primarily between 85 and 94 percent.
- People gravitate toward lower cost or free parking: Parking outcomes for the area's apartment communities seemed to depend heavily on cost, and the availability of a free alternative nearby. This is relatively obvious, as people generally would rather not pay to park their vehicle. One community, Meadowbrook Station, has free open lot parking for each lease holder over 18, and garage spaces for rent, and sees its garage sitting at less than 30 percent full most months, with numerous complaints of crowded parking in their free lot. In the Metro@Fireclay, only the \$80 heated garage spots, at significantly more than the \$50 lot cost and over twice the \$35 lot cost, was far underutilized at 46%.
- On-street parking is not at or over capacity: However, the caveat to the above finding is that people don't shun paying for parking to the degree that the on-street parking is completely over-capacity. Apart from Avida, the building managers stated that on-street parking does not appear to be at or over capacity, and the only issues reported were "squatters" and the RV

businesses using the parking.

- There is a balance and interplay in supply, pricing, and context that seems to work in most places: There is a balance among bundling, lots/garages, cost, and availability of on-street parking, with each having its own unique mix, but the only place it doesn't seem to be working is Avida. In general, while people don't seem to like paying for parking separate from their unit, many will do it versus finding a free on-street spot or are willing to pay slightly more for a garage spot versus a surface lot spot (at Metro@Fireclay). In areas with plenty of on-street spaces, pay garages for extra vehicles may sit almost empty (Meadowbrook) versus highly occupied where there isn't much on-street parking (Preston). Only one building has any restrictions on the number of spots per apartment (Birkhill Apartments) but Birkhill indicates that that restriction has not created any complaints or problems. Some apartments only see a problem around holidays when there may be more visitors to the units, but this is mostly for apartments out of the immediate station area.



FIGURE 2.11: ON-STREET PARKING ALONG BIRKHILL BOULEVARD



FIGURE 2.12: ILLEGAL PARKING ALONG FIRECLAY AVENUE

- Overall, there is extra parking capacity throughout the station area: The issue seems to be more in specific projects (Avida, and potentially its neighbor, Brickgate) than in supply overall. Currently, there is an oversupply of parking on the streets, UTA lot, and many buildings. Even with this oversupply, there is overcrowding in certain areas, and many violators park in fire lanes or other no parking zones.
- There is a desire for more options: There appeared to be a desire from managers and residents for more options for how, when, and where people park.
- Sharing is a strategy that has some potential to be explored: There seems to be potential for exploring ways to share the station area's parking supply. For example, the UTA lot has been identified by some apartment communities nearby as a potential solution to overnight parking problems with their units.
- Community design matters: The areas that appear to struggle the most – Avida, and likely Brickgate next-door – do have lower supplies of parking than the projects east of TRAX, but they also have a different community design. These complexes – with surface lots, streets with little on-street parking, and especially a level of isolation from the surrounding community that does not encourage walkability or the ability to share of parking resources – were constructed more as suburban, auto-dependent residential projects that happened to be close to a light rail station rather than as transit-oriented projects. Meanwhile, the part of the core of the station area east of the TRAX station has more of a transit-oriented community design - with connected streets and paths, shared on-street parking, structured parking, and opportunities for shared transportation resources.



FIGURE 2.13: UTA-OWNED PARKING LOT ADJACENT TO PLATFORM

SAFETY

Crime is prevalent throughout the station area. Most crimes reported to the police departments are nonviolent crimes, such as Public Ordinance, Public Peace, and traffic calls. These three categories include crimes such as 911 hang ups, noise complaints, texting while driving. Although the most common crime instances are non-violent, crime of all kinds is prevalent throughout the station area. Although crime comparisons are not a 1:1 comparison because of inconsistencies of classification and police department standards, the Murray North Station Area’s crime rates are much higher than both Murray and Millcreek Cities, specifically around both non-violent and violent crimes.

Understanding where most of the crimes are located can help to identify solutions and strategies to lower crime instances within the station area. Several areas

had multiple instances reported throughout the months, with multiple addresses receiving 10+ instances. Addressing reoccurring bad actors within the station should be a priority to reduce crime statistics and reintroduce stability into the area.

The TRAX Station

The station itself is relatively safe with minimal crime instances. Within 200 feet of the station itself, only six (6) crimes were reported compared to the 1,003 instances within the station area. The station itself has a good amount of lighting that helps to illuminate the area at night. There is lighting to illuminate the UTA sign showing which station it is, but there are elements of glare. Improved lighting around the sign could help to showcase the station area better.

Violent Crimes

Violent crimes have a victim harmed or threatened with violence. These crimes include rape, sexual assault, robbery, assault, and murder. Out of all the crime instances in the station area, violent crimes make up 1000 instances in 5 months, or 10% of all crime in the area. Rather than being sprinkled throughout the station area, these instances are concentrated in specific areas, including residences of the Brickgate Apartments, behind the Paradise Buffet, and industrial areas between 300 West and the UP Line. Mitigation tactics include eviction of violent crime committing tenants and crime deterring practices concentrated in these three areas. These practices include police presence, additional lighting, and security cameras.

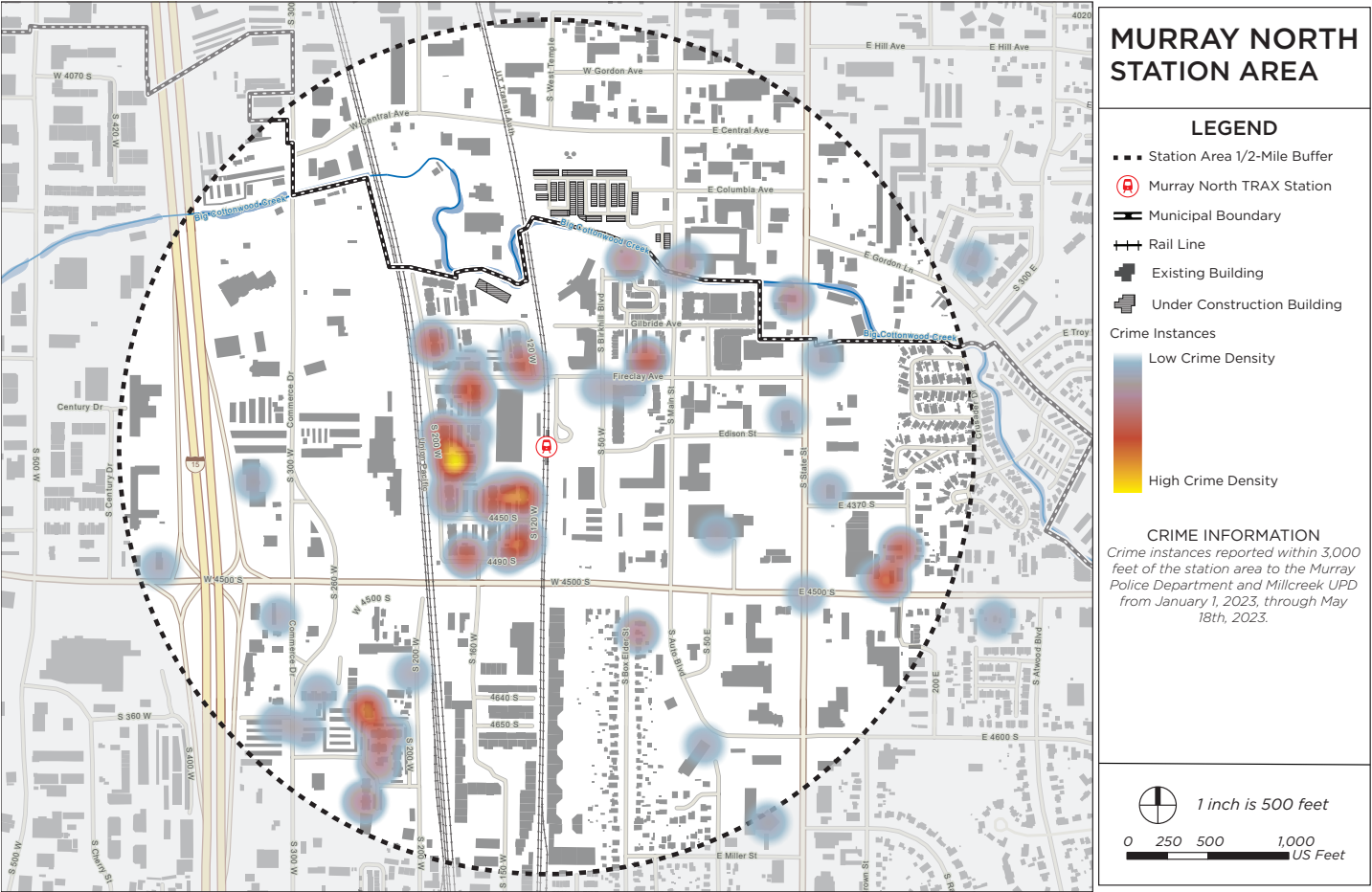


FIGURE 2.14: VIOLENT CRIME INSTANCES WITHIN THE STATION AREA

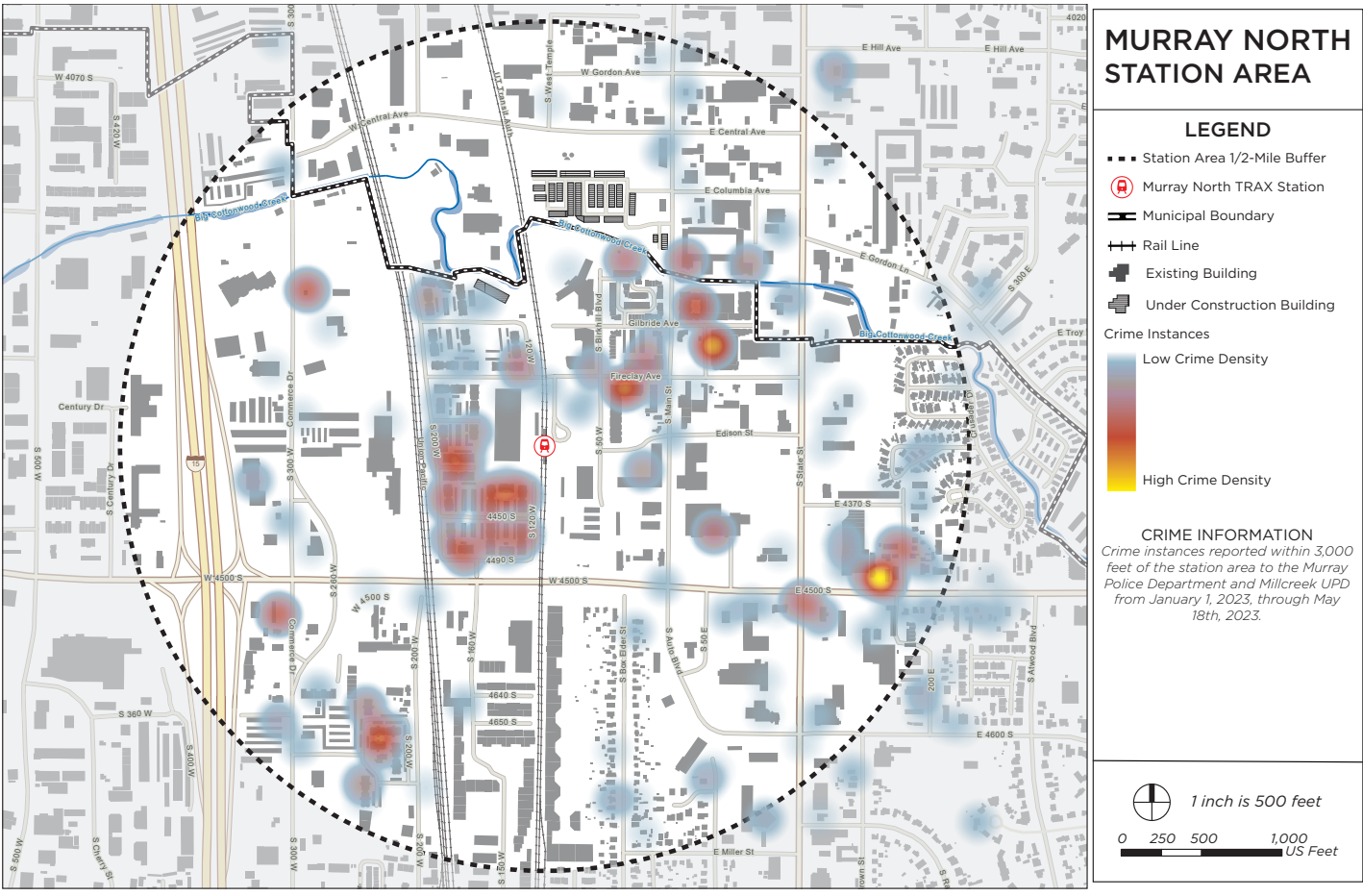


FIGURE 2.15: NON-VIOLENT CRIME INSTANCES WITHIN THE STATION AREA

Non-Violent Crimes

Nonviolent crimes include drug possession and distribution, noise complaints, illegal gambling, prostitution, and other offenses which do not involve a threat of harm or an actual attack upon another. This is the most prevalent crime type within the station area. Of all the crime instances, 26% are related to public ordinance and 21% are related to public peace. Public Ordinance calls include welfare checks, 911-hang ups, and overdoses while public peace calls include noise complaints, disrupting the peace, and disorderly conduct. While these crimes do little to physically harm another, these crimes can make people not want to invest in their communities and move to another area.

Property Crimes

Property crimes fall under nonviolent crimes and include property being stolen or vandalized, without threat to a victim. These crimes include vehicular theft, trespassing, fraud, burglary, and larceny. Property crimes can be extremely traumatic for residents and can deter businesses from moving in. Property crimes account for about 18% of all crimes in the station area.

Traffic Safety

Traffic-related offenses include hit-and-run, reckless driving, and driving under the influence. The largest concentration is at the major intersection of State Street

and 4500 South and it is a concern that this plan can help ameliorate. This is the place where one of the core station area’s key corridors crosses the barrier that is preventing it from connecting to downtown Murray.

Other takeaways:

- Main Street sees a fair share of crashes, including some bicyclist related crashes, with the most severe occurring north of Gilbride Avenue – this could be a location to focus on slowing traffic more through the heart of the station area.
- There are some pedestrian-related crashes that have occurred in the smaller streets in the Fireclay development.

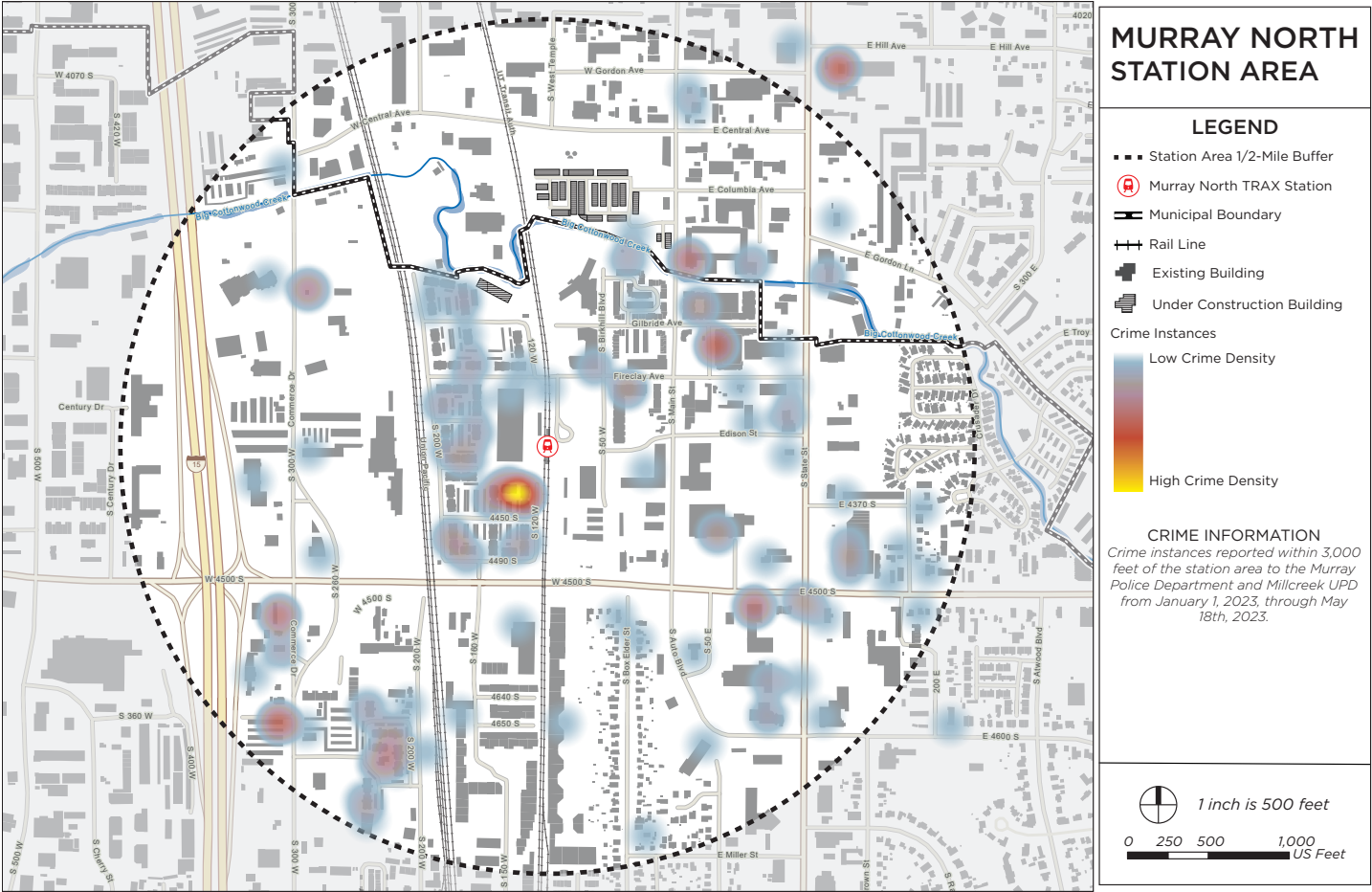


FIGURE 2.16: PROPERTY CRIME INSTANCES WITHIN THE STATION AREA

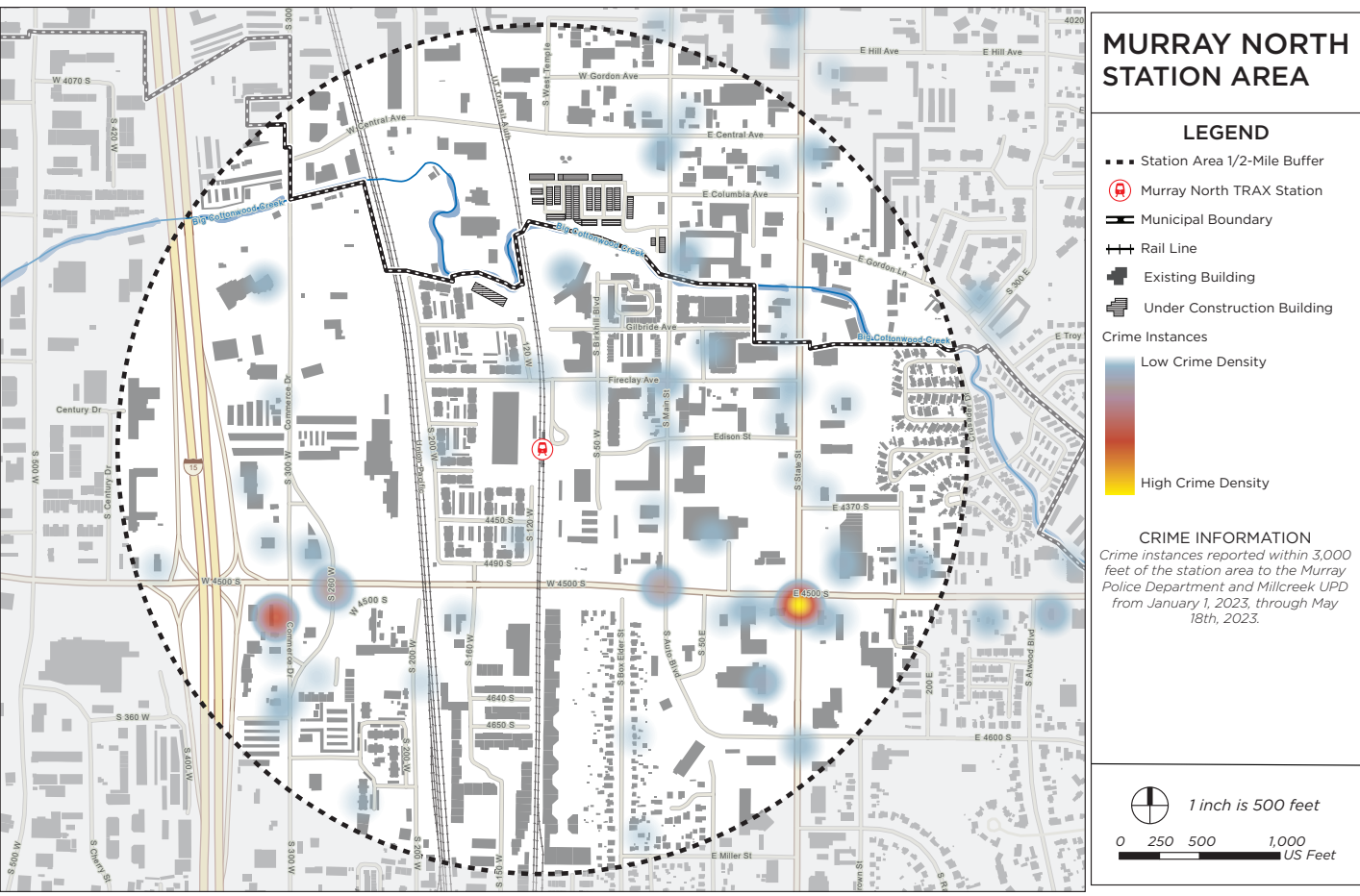


FIGURE 2.17: TRAFFIC CRIME INSTANCES WITHIN THE STATION AREA

Crime Comparable

Comparing crime statistics throughout jurisdictions is not a 1:1 comparison. While many people do not report their crime experiences to the police, agencies also have different definitions and inconsistencies in crime reporting. Classification decisions can also push crime numbers up and down, regardless of a change in crime rates. Violent crime is the type of crime that falls into classification inconsistencies the most. When looking at comparable data, it is important to note these inconsistencies and that these are not a direct 1:1 comparison. However, even considering crime reporting inconsistencies, the Murray North Station Area’s crime rates are much higher than both Murray and Millcreek Cities. To get a more accurate comparison, traffic incidents were excluded from the following table.

TABLE 2.7: 2022 TOTAL CRIME RATE AND INSTANCE COMPARISON

AREA	CRIME INSTANCES	POPULATION	RATE PER 1,000
Murray North Station Area*	1,180	6,541	176.3
Murray City*	3,025	49,729	60.8
Millcreek City*	1,899	64,110	29.6

**Crime instances reported within 3,000 feet of the station area to the Murray Police Department and Millcreek UPD are representative of a period from January 1, 2023, through May 18th, 2023. For comparison purposes, the crime instances in this table have been extrapolated over a 12-month period at the same rate observed from January 1, 2023, through May 18th, 2023.*

Source: 2022 Murray City and Millcreek Crime Statistics Provided by Neighborhood Scout

When looking at property crime in the station area versus Murray and Millcreek Cities, the Murray North Station area has an extrapolated property crime rate greater than Millcreek City, and less than Murray City. Property crime includes trespassing, vandalism, burglary, and theft. It is important to note that some larceny was included in this category, however crimes resulting in a direct victim suffering harm were included in violent crime. This shows the crime rates significantly affecting the residents of Murray North Station Area are both violent and non-violent crimes.

TABLE 2.8: 2022 TOTAL PROPERTY RATE AND INSTANCE COMPARISON

AREA	CRIME INSTANCES	POPULATION	RATE PER 1,000
Murray North Station Area*	237	6,541	36.2
Murray City*	2,834	49,729	57.0
Millcreek City*	1,740	64,110	27.1

**Crime instances reported within 3,000 feet of the station area to the Murray Police Department and Millcreek UPD are representative of a period from January 1, 2023, through May 18th, 2023. For comparison purposes, the crime instances in this table have been extrapolated over a 12-month period at the same rate observed from January 1, 2023, through May 18th, 2023.*

Source: 2022 Murray City and Millcreek Crime Statistics Provided by Neighborhood Scout

Perceived Safety

What is perceived safety? How is it different from crime data? Perceived safety is an awareness or emotional reaction to a space based on how one feels in that space. While a space can have relatively low crime, the feeling of that space can feel isolated, uncomfortable, or dangerous. Perceived safety is linked to access, maintenance, and other factors. Urban design and planning can play an important role in creating a feeling of safety for the area around Murray North Station. The Murray North Station Area has an abundance of perceived crime, leading to storefront and housing vacancies and underutilization of the park and ride at the TRAX station.

The main perceived safety considerations are:

- Natural surveillance and activity support– the design of both the natural and built environment play a part in not just how the area looks, but how the interaction of these environments makes the area feel. This includes an “eyes on the street” approach to create a feeling that people are watching what is happening around them.
- Access Control- Controlling access not only applies to how individuals get to the transit station, but how visitors and residents move around within the station area. This includes a look at the street configuration, sidewalks, ingress, and egress.
- Maintenance- Cleanliness and upkeep preserves the intended use of the space and helps to make people feel that the area is in order.

Opportunities

Opportunities include continuing to work with the police department to change from suburban policing in the city to urban policing in the Fireclay area. Police beats and presence throughout the station area at various times of day, may help to deter crime. Other opportunities include using design to make committing crimes harder to get away with, building up the neighborhood to retain good neighbors, and creating more stewardship in the area.

As the industrial use west of the platform is replaced with new development, the Brickgate area should be “reconnected” to the rest of the area and site lines improved to eliminate current dead ends and unobserved areas. The new development in this area should ensure that, where possible, there are windows overlooking Brickgate parking areas and drive aisles . Redesigning the area should also include new connections to the west and opportunities for additional or shared parking.

Implementation of a Good Landlord Program that provides training and tools to property managers for addressing crime at their properties is another tool recommended for this area. The Good Landlord Program provides incentives for property owners and managers to minimize crime and disincentives instances when owners and managers choose not to participate in the program and crime rates remain high.

Challenges & Barriers

The station area has a higher crime rate than both Murray and Millcreek Cities, particularly around violent crime. Challenges include the Brickgate Development not doing adequate background checks and unwilling to work with the city to mitigate issues within the development. Similar issues arise with the owners of the industrial sites where violent crime occurs.

As the area continues to grow, design strategies that improve site lines, reduce dead ends and blind corners, and increase pedestrian, bicycle and auto traffic throughout the area will reduce the opportunity for crimes. In addition, enhancing social cohesion and providing opportunities for residents, employees, and visitors to feel “ownership” of the spaces in the station area will also reduce the opportunity for criminal behavior.

FIGURE 2.18: DEAD-END ALONG BRICK OVEN WAY WITH LIMITED NATURAL SURVEILLANCE



FIGURE 2.19: BIRKHILL PARK NATURAL SURVEILLANCE



Parks & Tree Canopy Coverage

Currently, the Murray North station area hosts two parks and approximately 1.9 miles of trail adjacent to Big Cottonwood Creek and the TRAX line. The existing Birkhill Park is privately owned by a development company but allows public use of the space. An additional park is under construction in Millcreek along the north side of Big Cottonwood Creek, opposite Birkhill Park, as part of the Opus Green development. Upon completion, the 1.15-acre park will be dedicated to Millcreek City. Millcreek City has also worked out an agreement for the developer to build a bridge over Big Cottonwood Creek that will connect the two park spaces in early 2024.

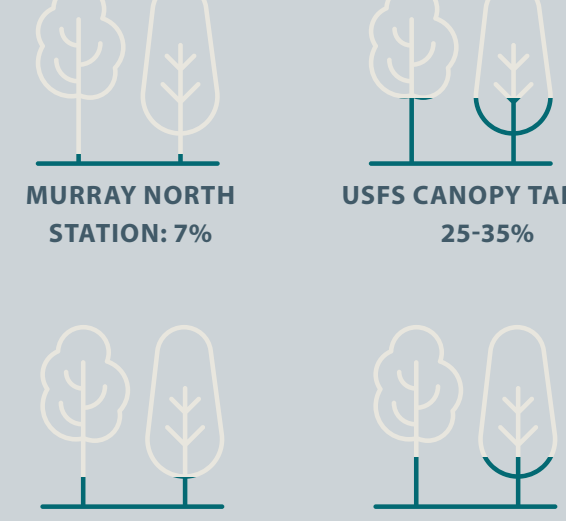
An additional 24.9 acres are needed to bring the Murray North Station area to the Murray/Millcreek blended average for the current population. As the population continues to increase, additional acreage will be required to keep pace with increased demand.

Tree canopy is the footprint of trees when viewed from above and expressed as a percentage of the area. The current tree canopy of the station area is 7%. North of 4500 South has the least percentage of coverage, at 5%, The area south of 4500 South has a slightly higher canopy cover, at around 8.5%. The best tree canopy of the station is located east of State Street, at 18% canopy cover, with the highest tree

It is recommended by the USDA Forest Service and The Nature Conservancy that western cities strive for 25% to 35% tree canopy coverage. This changes slightly from census block group to census block group, depending on the area infrastructure. Typically, areas adjacent to highways have a lower tree canopy coverage. However, directly opposite the station area, the tree canopy coverage sits at 12%. While highly trafficked streets like I-15, State Street, and 4500 South include less space for the urban forest, there are still opportunities to increase the tree canopy coverage. Note that the tree canopy coverage percentage will increase as existing trees grow, but it is not enough to overcome the current deficit.

The area around the Murray North Station has historically hosted a range of industrial uses including the Morgan-Hanauer Smelter and the Salt Lake County Fleet Maintenance facility. Most of the current industrial uses in the station area are automobile-oriented services or manufacturing businesses, which simultaneously present benefits and challenges for the area. Although industrial activities produce critical resources and support the economy, they are often major sources of air, soil, and water pollution. As the station area continues to grow in population and commercial activity, the proximity of industrial activities to these future uses is a crucial element for consideration.

Directly west and neighboring the former county fleet facility, another brownfield site exists at the 1.3-acre UTA soil berm and adjoining parking lot to the north. The



Location	Canopy Coverage
Murray North Station	7%
USFS Canopy Target	25-35%
Murray	18%
Millcreek	25%

¹ The level of service (LOS) utilized for planning differs from the LOS commonly applied to assess impact fees. Impact fees serve as a method for new developments to contribute their fair portion towards the expenses of essential public services. While a planning LOS sets a benchmark for future facility development, impact fees evaluate new developments based on the actual costs of providing services.

contaminated soil on UTA's property was stockpiled during the construction of the TRAX rail line in 1999. Prior to the TRAX rail line's construction, the known-to-be contaminated soil had to remain confined within the area that it originated from, resulting in the soil berm that is present today. Several investigations have been conducted since to characterize the contaminants within the soil.

Terracon, a local engineering consultant, conducted environmental assessments in 2020 at the former Salt Lake County Fleet Management site and in 2022 at the UTA soil berm and parking lot site. The assessment of the former County Fleet Facility property revealed arsenic and lead in soil samples at levels that exceed the EPA's screening levels. In addition to the soil samples, groundwater contamination was detected for metals, TPH, and VOC's although Terracon reports that the shallow water is unlikely to be used for drinking. Similarly, soil samples taken from the UTA berm contained arsenic levels that exceed EPA guidance for industrial uses and lead levels that exceed EPA guidance for residential uses. As part of their assessment of the Salt Lake County site, Terracon recommends removal of the underground storage tanks and the removal and appropriate disposal of impacted fill soil to allow residential redevelopment. Terracon identified two strategies for arsenic and lead contaminated soils at the UTA berm including beneath roadways and paving or removal to an authorized facility. In addition, Terracon indicated that further research on UTA's site, including a Responsible Party designation, will be necessary prior to the berm's removal. The engineering consultant strongly recommends both sites continue coordination with UDEQ to assess any residual impacts from the contaminated soil and groundwater.

Opportunities

There is an opportunity to increase livability in the station area by adding parks, trails, open space, and gathering areas. This strategy's success requires implementation of measures to increase personal safety in the area and ensure that new public amenities encourage positive social interaction.

Another opportunity is to repurpose the large park and ride lot to the east of the platform. This large parking lot is an opportunity for new development with a public plaza and greenspace incorporated and activated by new, adjacent uses.

The required 50-foot setback from Big Cottonwood Creek is an opportunity to use that area as a trail and open space amenity providing significant new acreage to serve existing and future development in the area.

In addition to addressing the current deficit of parks and open space in the area, additional parks and trails will address the lack of tree canopy. Increasing the percentage of areas with adequate tree canopy coverage reduces heat islands, improves air quality, and enhances overall livability.

Challenges & Barriers

Personal safety and security of parks, trails, and open spaces in the station area is a challenge. Addressing safety concerns in the area can help to eliminate safety concerns in the parks system as well.

Another challenge is the developed nature of most of the station area. Underlying property values are relatively high, reducing the opportunity for public purchase of significant new acreage to address the shortage. Creative and cooperative

solutions will be necessary to address the need.

Environmental contamination is the main barrier to redevelopment of the former Salt Lake County Fleet Management site and opportunities on the UTA owned property. Many of the Brownfield tools available to private, potentially contaminated property owners are not available to UTA or Salt Lake County. Ongoing and proactive coordination with UDEQ is required to identify the most cost-effective methods to prepare these two redevelopment opportunities for future investment.

Overall Station Area Opportunities

Several opportunities exist to reduce environmental detriments and further expand upon existing assets such as Big Cottonwood Creek and Birkhill Park. Reducing environmental detriments and capitalizing on the existing assets will help position the station area as a place that residents and visitors enjoy spending their time . Future actions such as remediation of areas with contaminated soil, improving or redeveloping legacy industrial uses with transit supportive development and expanding access to natural park spaces will serve to improve the area's environmental profile and, at the same time, residential quality of life. Similarly, areas that are currently underutilized or void of significant land improvements may present opportunities to be reclaimed as riparian corridors, parks, or other uses that support future residential development. For example, the parcel between I-15 and the Union Pacific rail line, north of the Humane Society is currently encumbered by floodplain and serves as a car lot but could evolve to serve a different or improved use over time.

LEFT: Existing Birkhill Park, and Walking Trail adjacent to Big Cottonwood Creek

RIGHT: Contaminated berm parallel to the TRAX line



PUBLIC ENGAGEMENT

OVERVIEW

The Murray North Station Area planning process kicked off in January 2023. Community engagement involved collaboration, input, and involvement from a broad cross-section of community members and project stakeholders. The plan utilized a combination of in-person and online outreach opportunities to maximize public and stakeholder input, to solidify the vision for the future of the station area.

The demographics of the neighborhood presented a particular challenge in soliciting feedback. Renters are generally less likely to turn out for open houses and similar in-person meetings. As a result, the public engagement strategy focused on online and in-person opportunities that “went where the people are.”

The process began with the launch of the project website that provided foundational information about the process, as well as an opportunity for initial comments and thoughts through an interactive project area map, an idea wall, and survey. The website was available and updated throughout the planning process to keep the public informed and up to date. Online engagement opportunities were supplemented with several in-person outreach efforts as well. Over the course of the planning process there were:

- 4,156 Postcards sent to individual addresses
- 2 Site tours
- 79 Social Pinpoint map comments
- 4 In-person open houses/tabling events
- 3 Community Advisory Committee meetings
- 3 Technical Advisory Committee meetings
- 6 stakeholder meetings
- 1 Joint City Council meeting
- 1 Joint Planning Commission meeting

Area residents and business owners were notified of the in-person events and updates to the website through several methods:

- A postcard notifying all addresses within ¼-mile about the platform of the website, and open house
- Flyer’s distributed and posted through local businesses and Murray City Hall
- Various A-Frame signage on the station platform to notify TRAX riders of upcoming events
- Emails to individuals who signed up for notifications on the website or at in-person events
- Murray, Millcreek, WFRC, and UTA social media accounts

SEPTEMBER 12 OPEN HOUSES EVENT AT BIRKHILL PARK



Site Tours

The consultant team conducted several site tours throughout the planning process. On February 8, 2023, the consultant team met with representatives from Murray City, Millcreek City, Utah Transit Authority (UTA), and Wasatch Front Regional Council (WFRC) to visit key destinations throughout the Station Area. The group observed a range of opportunities and constraints facing the study area, such as a variety of land uses, missing connections in the existing street grid-network, new residential developments, vacant commercial spaces, connections to transit, and other community assets.

Open Houses & Tabling Events

Open houses and tabling events were held at key points during the planning process. “Phase One” events focused on identifying the challenges and opportunities of area residents and business owners. “Phase Two” events focused on generating feedback on several concepts generated in response to the strengths, weaknesses, opportunities, and threats identified in Phase One. “Phase Three” events focused on refining the vision and conceptual future for the areas. Table 3.1 provides an overview of the events.

Community Advisory Committee

A Community Advisory Committee of local stakeholders met three times during the planning process. The objectives of the committee were to:

- Guide the community engagement process
- Review materials, analysis, and community input
- Ensure public input was appropriately reflected in the draft plan
- Act as an ambassador between the plan process and the community

Stakeholder Interviews

In addition to outreach efforts targeting planning area residents, businesses, and the broader community, several stakeholders were interviewed as part of the process. These stakeholder interviews included conversations with business owners/representatives, real estate professionals, and additional public agency partners like Utah Transit Authority, Utah Department of Transportation, and elected officials. While broad ranging in technical and professional acumen, stakeholders expressed their local understanding and knowledge to the project team to inform

TABLE 3.1: MURRAY NORTH STATION AREA PLAN OPEN HOUSES/TABLING EVENTS

EVENT	DATE/LOCATION	SYNOPSIS
Open House #1	04-27-23 Birkhill Apartments	The community was invited to the Birkhill Apartments for an open house meeting on April 27th, 2023. Attendees provided feedback to the project team to communicate what they felt was appropriate within the station planning area by identifying various opportunities and challenges.
The Front Climbing Club Tabling Event	06-07-23 The Front Climbing Club	The project team engaged with the community at The Front Climbing Gym’s Summer Concert Series on June 7th, 2023. Event attendees interacted with a map of the station area and left feedback about community assets, missing services, and opportunities for enhancement.
UTA Platform Pop-Up Event	07-19-23 Murray North Station Platform	A pop-up event was held at the station platform on the morning of July 19th, 2023 to intercept morning TRAX commuters. The purpose of this event was to engage and inform the general public about the plan’s process and gather their input about the station area’s future. Riders were also encouraged to share their experience riding the TRAX to/from the Murray North station.
Open House #2	09-12-23 Birkhill Park	The second open house was held on September 12th, 2023 at Birkhill Park. Attendees provided feedback on the overall vision for the station area by reviewing alternative scenarios and the preferred scenario developed by the project team.

the market perspective, end-user experience, and general observations related to the Station Area.

The initial stakeholder meetings focused on informing the stakeholders of the project purpose and schedule and discussing the stakeholder’s experience of the area and plans for their property. Each stakeholder received the draft vision and preferred alternative for the plan and was invited to provide insight and comments in a follow-up meeting.

Online Outreach

The public was encouraged to leave comments, suggestions, ideas, and concerns on the project website: www.murraynorthstationarea.org throughout the process. While leaving a comment, the public could also learn more about the area, see the timeline of community engagement events, and contact the consultant team to learn more about the station area. 47 percent of online comments received through the website involved an idea or suggestion for the area, while 41 percent had a comment about an improvement needed in the neighborhood. 11 percent of the comments submitted were able to identify an asset that works well in the station area.

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AREA ALTERNATIVES

OVERVIEW

The core of the station area has absorbed significant new development over the last 20 years. Future development will continue to take advantage of infrastructure investments in the immediate station area but also begin to expand out from this catalytic area to include the broader station area, particularly as some of the livability factors are addressed and additional connections are made within and to the area. Identifying a preferred scenario for the future of the station area began by contemplating the needs, desires, and voids within the station area. Based on the findings outlined in the market analysis, existing conditions, and a review of previous visioning and current planning documents, it became clear that the existing core area should serve as the stimulus hub for the area. The elements recommended to enhance the core area as a catalyst for the future include:

- An easily recognizable “brand”
- Pedestrian amenities that reinforce the brand and connect key destinations within the area
- Community-based uses and amenities that serve the area and attract activity from the broader community

By building on the strengths of the existing area, new development will contribute to the creation of a transit-supportive community not simply a series of transit-oriented individual developments. Several alternatives for the framework of how this “center of gravity” is configured were identified based on an analysis of existing conditions and public input. The alternatives for this “organizing framework” of the catalytic hub were then evaluated by stakeholders and area residents. The final step in the alternatives review process was to identify the preferred intensity of development on and around the selected framework. Each framework could support various levels of development intensity including:

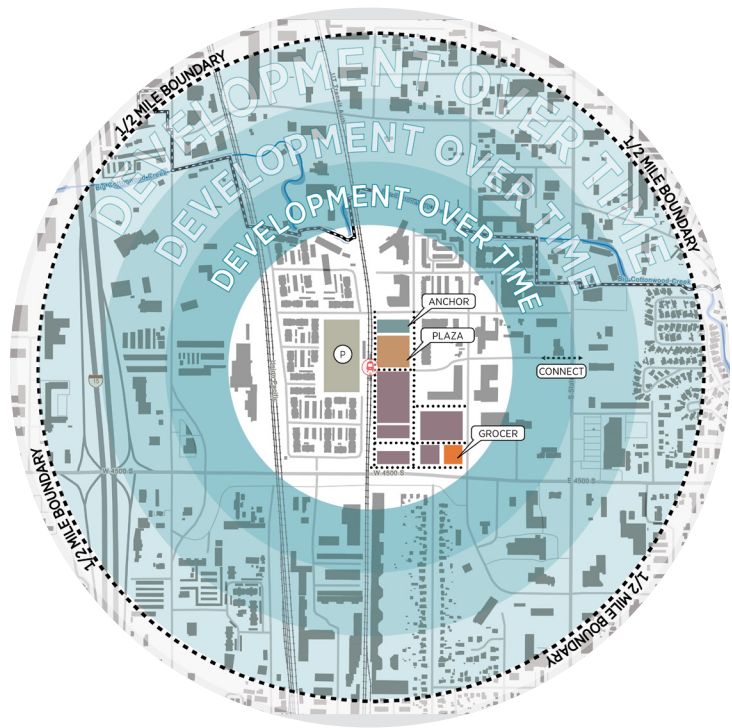
- A “neighborhood” level center with buildings of 3-5 stories and amenities and services focused on the immediate area,
- A “community” level center with building of 5-7 stories and amenities and services for the immediate area and a broader area of 1-3 miles
- A “regional” level center with much taller buildings and amenities and services to attract people to restaurants and activities from the entire region

The context and the alternatives were presented and reviewed in the following meetings and events:

Key stakeholders, including city staff, the community and technical advisory committee’s (CAC & TAC) consisting of residents, business owners and representatives, developers, etc. evaluated the draft concept plan and provided feedback and insight that led to a preferred planning approach and illustrative concept plan. The concepts evaluated both the short-term and long-term perspectives for the station area.

- 3 Technical Advisory Committee meetings
- 6 stakeholder meetings
- 1 Joint City Council meeting
- 1 Joint Planning Commission meeting

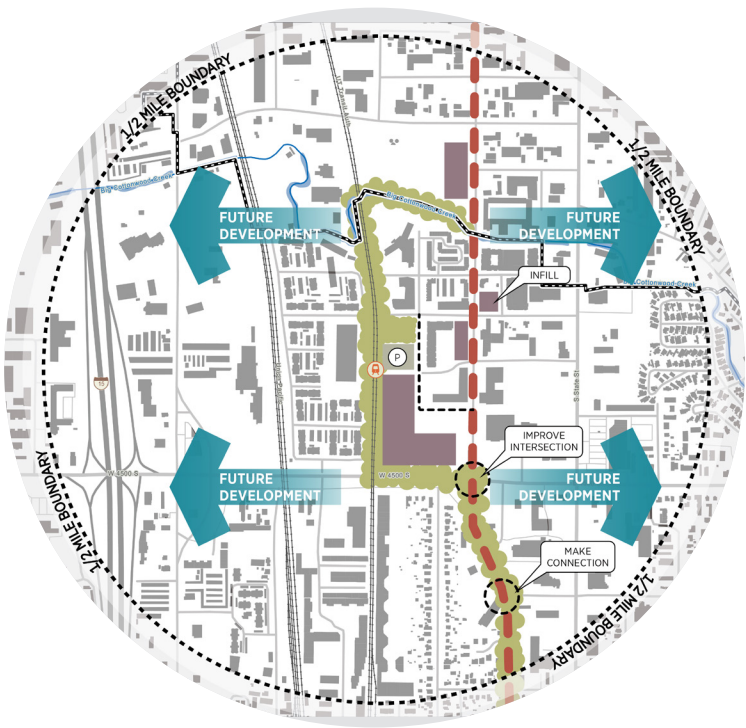
AREA ALTERNATIVES



Framework Option A

Option A took advantage of the established center of gravity and development focused on the immediate vicinity to the station area platform. This scenario contemplated the following:

- Extension of the established, station area road-grid network (Birkhill Boulevard) southward into the UTA-owned Mobility Center property, ultimately turning east and connecting to Main Street
- Development of the UTA-owned property to the east of the platform with complementary, primarily nonresidential land uses
- Recruitment and development of an anchor use on the UTA-owned parking lot, which fronts onto/activates a plaza to the south, still on the UTA-owned parking/circulation lot
- Redevelopment of the Atlas Roofing Corporation building west of the station platform - development of a shared parking structure that is available to TRAX/UTA users, anchor -use visitors, and residents alike
- East Edison Street active transportation improvements – Pedestrian improvements including a new Edison & State Street crossing are implemented
- Main Street bicycle infrastructure is implemented where feasible



Framework Option B

Option B seeks to distribute the station area’s center of gravity in a north-south corridor opposed to at a centralized location. This “Main Street Spine” brings pedestrian-focused activity through the station area, providing transit users an improved experience to the south, reaching Murray City Hall, and north through Millcreek to Downtown Salt Lake City. This scenario proposed:

- Activity focus along Main Street – commercial and mixed-use developments that support a great pedestrian environment line the corridor
- A “Green Corridor” is developed from the platform, starting with a plaza adjacent to the platform, running north parallel to the TRAX line, and ultimately connecting back to Main Street after following the Big Cottonwood Creek
- “Amenitization” of the grass oval at the Main Street and 4500 S intersection
- Connecting Main Street (4600 S) to S Hanauer Street
- The immediate area east of the station platform becomes a quieter node with the integration of a plaza on the UTA-owned property
- Infill projects continue with a primacy towards residential and mixed-use projects, supporting ground-floor retail
- The UTA-owned property including the Mobility Center redevelops as a mixed-use project



Framework Option C

Option C intends to maximize the transit-oriented community framework established within the Fireclay neighborhood area. This scenario presented the following elements:

- Re-visioning of the station area as a larger service provider/receiver through development of a transit-oriented community
- Recruitment and development of an anchor use on north end of the UTA-owned parking lot
- Redevelopment of the UTA-owned “Mobility Center” into a mobility hub, supporting greater regional ridership
- Redevelopment of the Atlas Roofing Corporation building west of the station platform - —development of a shared parking structure that is available to TRAX/UTA users, anchor- use visitors, and residents alike
- A “Green Corridor” is developed from the platform, running north parallel to the TRAX line, and ultimately connecting back to Main Street and the UP-Rail line after following the Big Cottonwood Creek corridor
- Fireclay Avenue serves as the primary station area corridor
- Increased bus service to the envisioned mobility hub
- Extension of Fireclay Avenue to the west across the UP-Rail line

Development Intensity

Based on stakeholder and public input, Framework Option C that focuses on the immediate station area and takes advantage of redevelopment opportunities west of the platform and in the existing park- and -ride lot, was identified as the preferred framework for the future. The next phase of alternative evaluation focused on the preferred intensity of development.

NEIGHBORHOOD LEVEL

Neighborhood -level intensity of development is similar to the development form currently present in the Murray North Station area. The focus of the area is on the immediate neighborhood with smaller parks and limited retail and service options. Roadways and connections are sized for the immediate area. Recommended infrastructure, connectivity, and amenities to further enhance the area and encourage ongoing investment included:

- New and enhanced pedestrian and bicycle crossings of State Street, 4500 South, and the Union Pacific rail line
 - Enhanced pedestrian- activated crossings of State Street
 - Improved crossings at 4500 South and Main Street
 - Improved Union Pacific underpass at Central Avenue
- Continued new 3-5 level mixed-use development, primarily residential over street-level retail on primary roads
- On -street, surface, and limited structured parking
- Open space and public amenities to serve new residential development at densities comparable to recent new developments (10.5 units per acre to 60 units per acre)

COMMUNITY LEVEL

Community-level intensity of development is more intensive than the neighborhood level with amenities and services that attract customers and users from surrounding neighborhoods and the broader Millcreek and Murray communities. Roadways and connections are sized to allow additional traffic and access and include community-serving retail. Investments and connections contemplated at this level included:

- New and enhanced pedestrian and bicycle crossings of State Street, 4500 South, and the Union Pacific rail line
 - Enhanced pedestrian-activated crossings of State Street

- Improved crossings at 4500 South and Main Street
- Pedestrian/bicycle bridges across 4500 South adjacent to the TRAX line
- Improved Union Pacific underpass at Central Avenue
- A new railroad underpass at Fireclay Avenue
- New 5-7 level mixed-use development with a mix of office and residential over street-level retail on primary roads
- Primarily structured, podium parking
- Open space and public amenities to serve additional new residents at densities of approximately 100 units per acre

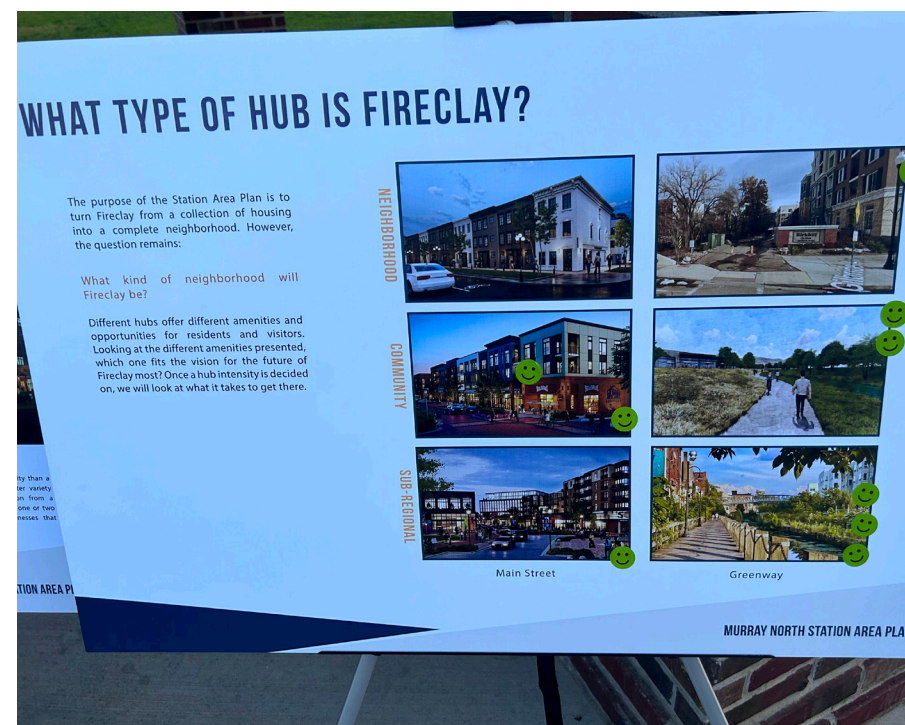
REGIONAL LEVEL

Regional level of intensity of development is more intensive with amenities and services to attract customers and users from the entire region. A local example of a Regional Level center is Sugar House in Salt Lake City. Roadways and connections are sized to allow this level of traffic and use. Investments and connections contemplated at this level included:

- New and enhanced pedestrian and bicycle crossings of State Street, 4500 South, and the Union Pacific rail line
 - Enhanced pedestrian-activated crossings of State Street
 - A Big Cottonwood Creek Trail underpass at State Street
 - Improved crossings at 4500 South and Main Street
 - A “lid” over 4500 South between the TRAX and Union Pacific rail lines that provides trail and open space connectivity across this area
 - Improved Union Pacific underpass at Central Avenue
 - A new railroad underpass at Fireclay Avenue
- New 7+ level mixed use development throughout the broader station area with a mix of office and residential over street-level retail on primary roads
- Structure parking including podium parking and standalone parking garages
- Open space and public amenities (including the new “lid” park) to serve additional new residents at densities greater than 100 units per acre

Based on stakeholder and public feedback, the preferred alternative assumes a level of intensity and development between the neighborhood and community levels.

FIGURES 4.1: SEPTEMBER 12 PUBLIC ENGAGEMENT FEEDBACK



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VISION

AND PLAN

VISION

THE MURRAY NORTH STATION AREA IS AN ACCESSIBLE, VIBRANT, COMPLETE COMMUNITY THAT PROVIDES RESIDENTS AND VISITORS ALIKE WITH AN INTERESTING, ENGAGING MIX OF LAND-USES TO SERVE THEIR NEEDS.

To achieve this vision, the Murray North Station Area Plan establishes a logical, realistic, framework for how the core of the area can transform and how development of the remaining area can occur over time. The Plan's framework facilitates the integration and preservation of existing assets and transforms the core area into an active, amenity-rich, transit-forward neighborhood. The following goals represent recommendations for achieving the vision. Each goal has a list of strategies to achieve the goal:

Quality Of Life

ENHANCE SOCIAL VIBRANCY

A strong social fabric can help communities thrive, grow, and prosper. The urban fabric of buildings and streetscapes play a critical role in improving or degrading an experience. An interesting, engaging, and safe environment immediately surrounding the platform is created through strong local and regional connections that support a variety of transit typologies.

A permanent public plaza, and interesting and varied destinations throughout the station area, like the Front Climbing Club and other gathering spaces, enhance the experience. Connectivity via the green corridor ensures daytime activity and provides access to a natural amenity not found elsewhere in the area. The commercial uses throughout the station area ensure that visitors and commuters have strong destinations to visit and support neighborhood livability by putting household goods within walking distance.

Strong connections support residential areas by helping create a safe, inviting station area environment enhanced with landscaping, streetscape design, and future uses that are oriented to the street and pedestrian experience. Future residential and commercial development should focus on providing opportunities to enhance social vibrancy through shared public open spaces. Shared space can support the needs of future residents in high-density housing while providing shared amenities for visitors alike.

Safety

IMPROVE SAFETY AND PERCEPTION OF THE AREA

The Murray North Station Area has the highest crime rates in Murray and Millcreek Cities. This has resulted in high rates of resident turnover, limited amenities and resources to serve households, and a lack of social cohesion and connection within the neighborhood. The Plan identifies strategies to improve safety in the area, through design strategies and policy changes. The goal is to improve safety, change perceptions, and encourage community stewardship throughout the station area.

Land Use

CREATE A COMPLETE COMMUNITY THROUGH FURTHER DEVELOPMENT OF A THOUGHTFUL MIX OF LAND USES

The Murray North Station Area Plan creates a transition plan from the current collection of housing to a complete transit-oriented community. The station area offers significant potential for redevelopment, infill, and revitalization of existing uses. Balancing current housing and industrial uses with supportive services, retail, commercial, and open space allows for more opportunities within the station area. Several key sites offer significant development potential proximate to the station platform, including the Atlas Roofing Corporation building, UTA-owned parcels east of the platform, and Salt Lake County-owned property at the intersection of Main Street and 4500 S. These development opportunities can serve to attract and support new uses nearby, while serving as a gateway into the station.

Connectivity

INCREASE CONNECTIONS TO AND THROUGH THE NEIGHBORHOOD

The Murray North Station Area Plan establishes and enhances connections between the station platform and destinations that will utilize transit and between synergistic land uses. Connections supporting various transit modes are a top priority for enabling a functional station area. The Plan seeks to connect major points of origin/destination within the station area by improving existing corridors, developing new corridors, and strengthening connections.

Livability and Urban Design

PROMOTE URBAN DESIGN QUALITY

Urban design tools, including building massing, streetscape design, and signage are used to create a distinct feel in the “Fireclay Neighborhood.” Building upon the good urban design examples in the neighborhood and incorporating Crime Prevention Through Environmental Design (CPTED) guidelines, the Murray North Station Area Plan puts forth design guidelines that will result in a distinct district sandwiched between two cities. See page 35 for a definition of CPTED principles

FIGURE 5.1: ILLUSTRATIVE RENDERING OF MURRAY NORTH STATION AREA CRITICAL INTERSECTION AT MAIN STREET AND CENTRAL AVENUE



STATION PLANNING ELEMENTS

QUALITY OF LIFE

Creating Better Public Spaces and New Destinations

Neighborhoods are more than just a collection of places to live. They include opportunities to get out and enjoy the area and interact with your neighbors. The Murray North Station Area currently includes limited opportunities for residents to get out and relax and meet each other. The Big Cottonwood Creek trail and Birkhill Park are highly utilized by area residents and provide guidance for how future amenities can expand these opportunities for interaction. The transit station provides a focal point for community-based amenities and activities.

STATION PLAZA

Transit-supportive communities combine urban fabric with people-movement. These neighborhoods—if designed well—become community sub-centers. While TRAX and other rail stations usually consist of just the platform and a small area for patrons to wait, a well-designed plaza can provide an area for people to choose many different activities rather than the necessary ones and become a vital part of the community. In many communities, transit stations serve as high-quality places for people to enjoy themselves rather than just places for passengers to access transit. This dual use spurs interest in public transportation and provides an area for transit-users and non-transit users to interact.

The station plaza, recommended adjacent to the platform, is the area's primary design element and serves as the hub of the station center area. The plaza addresses several plan goals:

- **Increased green space.** The almost 0.75-acre plaza is envisioned to include both hardscape and green spaces. The plaza will add 0.75-acre of open space to the neighborhood, helping to address the current shortfall in parks and open space level of service in the area.
- **Increased tree canopy.** The plaza is envisioned to include trees and greenspace, helping to address the current shortfall in tree canopy in the area.
- **New opportunities for community interaction.** The plaza is intended for both passive and active uses. Passive uses include pedestrian-way from the platform to other destinations, individual and small group gatherings. Active uses include outdoor dining and community events including small concerts, farmers markets, and festivals.

Anchored by mixed-use development on one side and a community-anchor tenant on the other side, the plaza becomes an area of natural activity with users spilling out from the adjacent buildings as well as TRAX and bus service. Trees and other green space elements allow for added shade and areas for passive recreation while the hardscape areas transport people through the plaza and onto Fireclay Ave or to Edison Street for use of other active transportation modes.

MAIN STREET CORRIDOR

The Main Street corridor, while also an important multi-modal transportation corridor (see page 55 for more details about the connectivity improvements proposed to Main Street), is also an important corridor for housing, services, and job growth. Main Street connects the station area, north to downtown Salt Lake City. The corridor is an integral part of connecting several cities through active transportation. Salt Lake City is considering opening the street between 400 South and South Temple only to TRAX and pedestrians and rerouting vehicular traffic to West Temple and State. In South Salt Lake, the city is adding more housing and

employment, concentrating their downtown development around Main Street. In Millcreek, bike improvements have already been made.

The station area has some great examples of existing well-designed streetscape and tenants that the corridor can support. A mix of housing and services is needed for this street to become an active environment that people want to use for walking or cycling rather than use their car to experience a similar environment somewhere else. Inviting doors, stoops, attractive landscaping, and good tenants are key for this corridor to become an amenity for the community.

GROCERY – MAIN STREET & 4500 S

The population west of State Street falls within a food desert. This population is more than a mile away from the nearest grocery store and is a census tract where more than 100 housing units do not have a vehicle (USDA Food Access Research Atlas). The addition of a small-scale grocery purveyor is key for the neighborhood.

Because of the visibility from the higher-trafficked roadways, the best area for a grocer is on the corner of Main Street and 4500 S, on the County-owned parcel.

This location presents several challenges including parking and large truck access. Design of the extension of Birkhill Boulevard and the redevelopment of the UTA property should be coordinated with the redevelopment of the County Fleet property to identify the optimal solution to access and circulation to accommodate a fresh food purveyor as a ground-floor tenant at this location.

Because of the truck access and circulation challenges, it is recommended that the grocer component of the development not exceed 14,000 square feet (SF). While the average suburban grocery store averages 38,000 SF, big name grocers have already been shifting towards smaller footprint stores since work from home culture has expanded. Precedents for smaller-scale grocery stores integrated into housing developments can be found on page X.



FIGURE 6.1: ILLUSTRATIVE RENDERING OF MURRAY NORTH STATION PLAZA



FIGURE 6.2: ILLUSTRATIVE RENDERING OF 4500 S & MAIN ST INTERSECTION

ANCHOR TENANT

While Murray North Station Area is home to an anchor tenant, the Front Climbing Club, having an additional tenant adjacent to the station platform provides the station area with an influx of business patrons and user groups that create a sense of vitality within the neighborhood, particularly at the intersection of Main Street and Central Avenue. Adding another anchor tenant closer to the station platform is crucial to bringing additional activation and community opportunity to the area. This anchor use should be community-focused and provide educational opportunities to improve workforce quality and programming for school-aged children after school and during weekends. Possible anchor tenants include:

- The Boys & Girls Club of Murray
- The YMCA
- Salt Lake County Recreation services
- Refugee services
- Other private, non-profits

SYSTEM OF PARKS & GREENWAYS

The Station Area is currently severely underserved for parks and green spaces when compared to the rest of Murray and Millcreek cities. As the population in the area continues to grow, adding parks and community gathering spaces will provide opportunities for social cohesion, youth activities, and community identity. In addition to parks, the Plan identifies a system of greenways, anchored by the Big Cottonwood Creek trail that connects the area for pedestrians and bicyclists.

The target level of service for the area is 4.4 acres of parks and greenspace per 1,000 population. For the 2022 population this is 28.8 acres. The area is currently served by approximately 4 acres of park and trail. To serve the current population, an additional 24.9 acres of parks and greenspaces are needed. Proposed new greenspaces include both short-term and long-term opportunities:

- Short-term:
 - 44 W Fireclay Lot (0.14 acres)
 - Transit Station Plaza (0.75 acres)

- Salt Lake County Development (0.25 acres)
- TRAX adjacent trail east side extension to 4500 South (4.0 acres)
- TRAX adjacent trail extension through west side redevelopment site (0.7 acres)
- Mid- to Long-term:
 - Big Cottonwood Creek adjacent trail extensions as redevelopment occurs (8.4 acres)
 - TRAX adjacent trail extension south of 4500 South (2 acres)
 - Hanauer Street Trail connection to Murray Central Station Area (0.7 acres)

The identified opportunities will result in 16.94 new acres of parks and open space within the station area. An additional 8 acres are needed to serve the current population and, as new development occurs, new parks will be needed to serve the future population of roughly 13,000 new residents at build out.



FIGURE 6.3: FUTURE BIG COTTONWOOD CREEK TRAIL AND PARK EXTENSIONS

Shade and Tree Cover

Shade is crucial to urban areas, minimizing health impacts resulting from sedentary lifestyles and air pollution, and contributes to a more pleasant pedestrian realm. The station area’s current percentage of tree canopy is approximately 8 percent. The Forest Service and Nature Conservancy recommend a 25 percent tree canopy. This will be difficult to achieve in the area until significant redevelopment occurs. Several strategies to increase the tree canopy are reasonable in the short- and mid-term including:

- Increasing the number of trees along the existing trail
- Ensuring that new parks, trails, and open space will include at least 25 percent tree canopy coverage (at full growth)
- Including street trees on all new and redeveloped roadways

These strategies are expected to increase the tree canopy in the area from 7 percent to 12 percent. This will create significant benefits in the neighborhood.

Longer-term strategies include ensuring the inclusion of significant tree canopy coverage as part of new parks and open space and the inclusion of a tree canopy measure in redevelopment requirements.

Income Diversity Housing

The Murray North Station includes most of Murray and Millcreek’s low-rent and rental-assisted housing. While more affordable housing is needed throughout the State, concentrating all low-rent and rental-assisted housing into one area can limit the ability of the area to attract retail and other services because neighborhood household incomes are lower than average, limiting expendable income. Other possible impacts include higher neighborhood turnover rates. .

Income diversity (housing that is affordable to individuals and families with different income levels) is needed to support business and decrease vacancies.

SAFETY

To achieve the Murray North Station Area vision, area safety must improve. New investment in retail, services, and amenities as well as income-diverse housing is more likely to occur if crime rates are reduced in the area and a sense of community is created. There are several strategies that can help to address the safety issue in the neighborhood. Some of the strategies are urban design related, others are

policing approaches, and others relate to city administrative policies. The proposed approaches will not work in isolation. Safety and security in the area is a complex problem that requires a comprehensive, multi-pronged approach.

Stewardship

Addressing very real challenges and changing the perception of an area is no easy task. Recommended physical changes include adding amenities and improving the overall design quality of the buildings and streetscape. The outward perception of the area is less about physical change and more about an emotional change to an area. Stewardship, or having residents feel responsible and willing to build up their community and facilitate positive well-being, is the ultimate goal for ensuring a vibrant future for the Murray North Station.

Getting the high number of renters more involved in the neighborhood requires work. Establishing a neighborhood forum and focusing on social interactions is the first step. Encouraging the high number of renters to know their neighbors in different buildings allows for those interested in longer-term goals for the community to meet and build coalition. This particular aspect will also improve as owner-occupied housing is added to the area. After a group is set up and social connections are beginning to foster, the group can start working on projects important to them, including street calming, retaining business, spearheading neighborhood clean ups, and talking about finding solutions to other issues.

Crime Prevention Through Environmental Design (CPTED)

CPTED principles address the design of the built environment in such a way that deters crime. While this should not be the only avenue a city takes to increase the feeling of safety in an area, it can definitely help. CPTED principles revolve around 3 main areas of focus:

- **Natural surveillance and activity support:** The design of both the natural and built environment play a part in not just how the area looks, but how the interaction of these environments make the area feel. This includes an “eyes on the street” approach to create a feeling that people are watching what is happening around them.
- **Access Control:** Controlling access applies to how individuals get to the transit station as well as how visitors and residents move around within the station area. This includes evaluating street configuration, sidewalks, ingress, and egress.
- **Maintenance:** Cleanliness and upkeep preserves the intended use of the space and helps to make people feel that the area is in order.

NATURAL SURVEILLANCE AND ACTIVITY SUPPORT

Street facing storefronts are a widely implemented strategy for natural surveillance and activity support. In implementing this strategy, however, attention needs to be paid to how the store fronts and other street-facing uses are established and managed. For example, advertisements on windows block views of the street. This strategy advocates creating storefronts that are an extension of public spaces to build trust and create a more inclusive environment. “Storefront Placemaking” or benches, parklets, or attractive signage strengthens communities.

Properly maintained street trees provide both functional and aesthetic benefits to the area. Tress not only provide shade to pedestrians, but can slow vehicular traffic, and even extend the life of pavement. Trees must be properly maintained, to provide adequate visibility and create a lively environment. Unkempt trees can be dangerous to passersby and can create negative perceptions of safety.



CPTED best practices for the Murray North Station Area include:

- Trim tree branches that are less than 6 feet from the ground, particularly along Central Avenue.
- Encourage businesses to have visible and differentiating signage identifying their business.
- Install wayfinding signage.
- Clearly define entrances with identifying elements, such as architectural enhancements, lighting, landscaping, or different pavement.
- Ensure there are clear sightlines around building entrances and exits to allow tenants to view outside before they leave the property.
- Preserve sightlines connecting the inside of buildings to parking lots and entryways.

- Encourage businesses to keep windows free of advertisements and other view inhibitors.
- Use appropriate lighting for spaces. Lighting should reduce glare and focus light onto pavement instead of up into the air. Lighting should also illuminate street names and building numbers.

ACCESS CONTROL

Isolated areas can create a sense of being closed in and unable to get away should a problem arise. Creating more points of ingress and egress helps to maintain the flow of traffic and increase visibility. Lighting is essential on dead-end streets.

Sidewalks play a vital role in pedestrian health and safety. Safe, accessible, and well-maintained sidewalks are necessary throughout the station area. Sidewalks should be a minimum of 5 feet wide to meet ADA standards though wider sidewalks are more convenient for those with mobility issues and have the added benefit of accommodating higher pedestrian volumes in business areas. Frontage zones are also recommended to provide a buffer between vehicular traffic and pedestrians and act as an area where street furniture and street art can be added to improve the walkability experience. Interrupted sidewalks, as on Fireclay (left), can be



dangerous to all pedestrians and can cause potential injury. Sidewalks should also be present on both sides of the street.

CPTED best practices in the Murray North Station Area include:

- Add sidewalks along the east side of Box Elder Street.
- Remove/relocate elements that obstruct the flow of the sidewalk.
- Improve striping along bike lanes, where needed, and keep them free of debris.

- Light new pedestrian paths as they are implemented.
- Install wayfinding to guide and direct visitors.

MAINTENANCE

Trash is prevalent in the park -and -ride lot. Litter not only negatively impacts the environment, but can make a space feel forgotten and unobserved. Mitigation tactics include neighborhood cleaning crews to provide ongoing maintenance, add trash receptacles throughout the parking lot, incorporate anti-littering signage, provide cigarette litter outlets, and provide colorful and/or covered trash receptacles.



Lighting

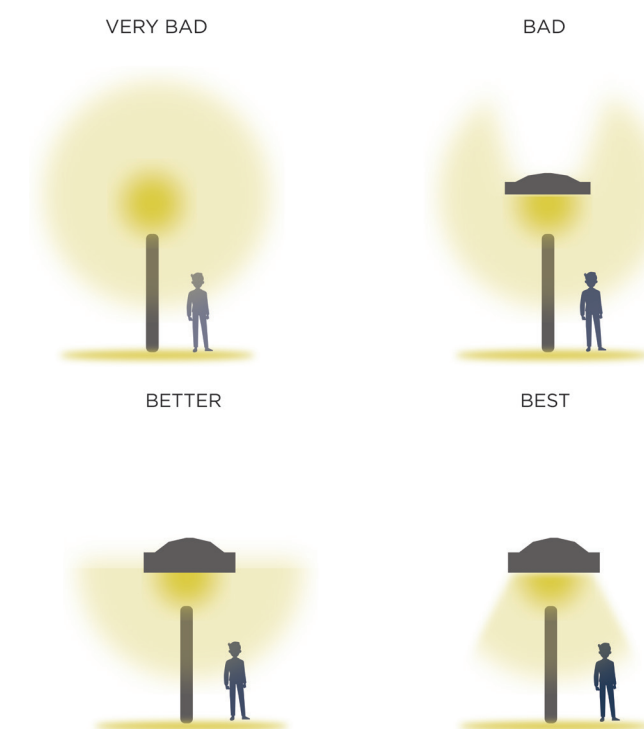
Lighting should provide adequate visibility to a space. As a mainly residential area, the site will be used during the evenings and nights. Carefully positioned lighting can significantly lessen people's fear of crime. A minimum amount of illumination should enable the recognition of a face at a distance of roughly thirty feet for an individual with normal vision.

THE CORRECT BALANCE

There is such a thing as too much lighting. Uncontrolled or reflected light that shines straight into your eyes is called glare. Bright light typically allows for better visibility but glare usually interferes with your ability to see properly and can cause visitors to miss clues signaling the area is not safe. Some vision issues can also generate glare when light enters the eye and bounces around rather than focusing.

Dark sky light fixtures help to cut off excessive light and position rays to the exact area they are required. A wattage range of 40-80 is recommended to reduce the risk of glare.

FIGURE 6.4: PROPER LIGHTING ILLUSTRATION



DISCERNING NIGHT-TIME USE

Nighttime use of a space will inform the type, placement, and intensity of lighting. Pathways that are not intended for night-time use should be fenced or not as well-lit at night to discourage use and not give a false sense of safety.

- Residential-focused retail or grocers will be used consistently in the dark hours, particularly in the wintertime. These areas will need to have consistent lighting throughout the evening and into closing.
- Industrial areas are used primarily during business hours and have fewer residents and visitors. The lighting here does not need to be as consistent as residential areas. However, pathways around the space, such as sidewalks should feel comfortable and illuminated for pedestrians.
- Main pathways to the TRAX Station should feel comfortable and illuminated. As the TRAX schedule goes well into the night-time, users should have adequate lighting to move through the station area to their residences.

Activation

The best tactic to reduce crime is to have continuous activation of a place. The consulting team analyzed services that were available in the station area and charted when the station area tends to be most activated. The services charted were:

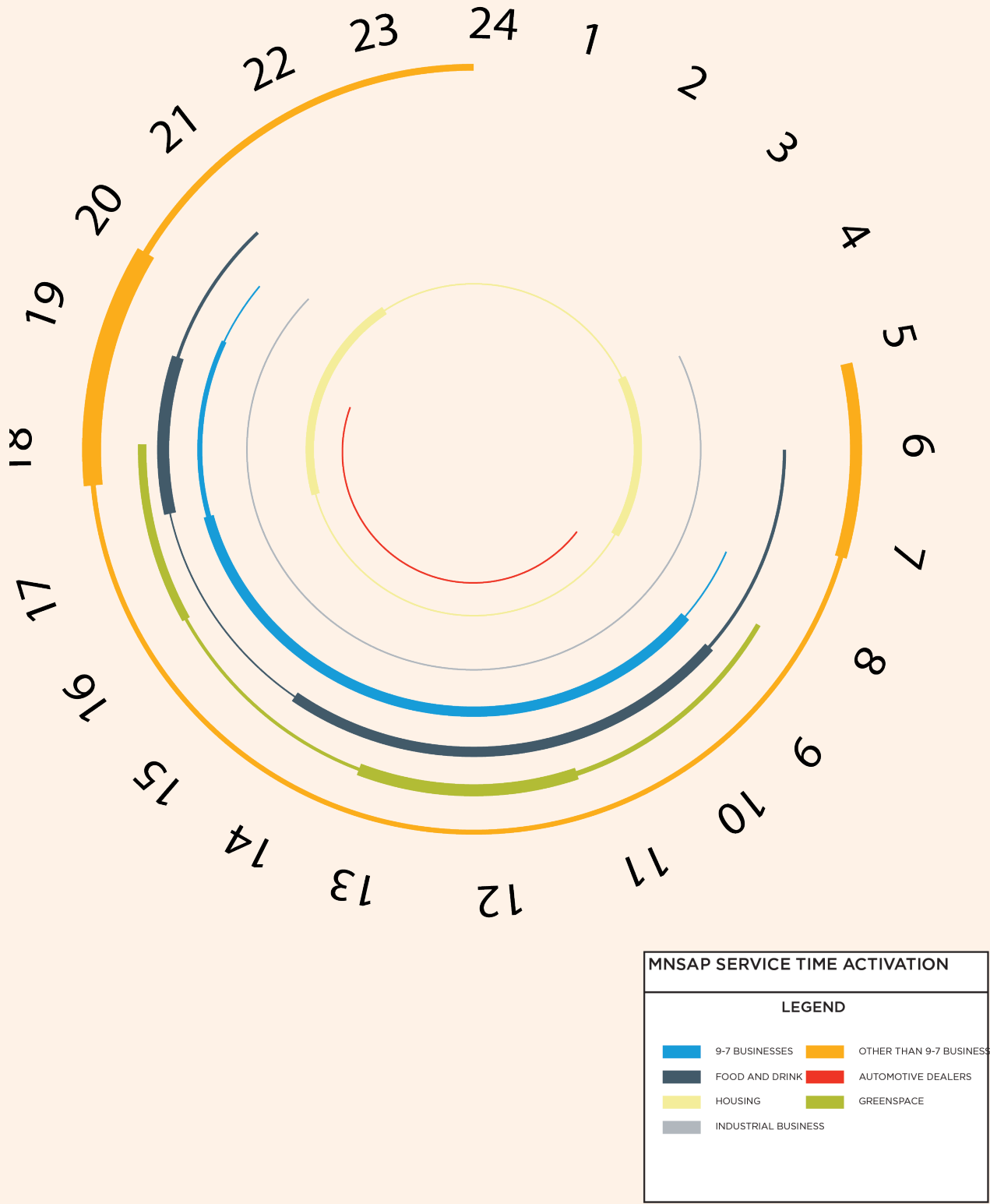
TABLE 6.1: ACTIVATION TABLE

SERVICE TYPE						
9-7 JOBS AND BUSINESSES	FOOD AND DRINK	HOUSING	INDUSTRIAL BUSINESS	OTHER THAN 9-7 BUSINESSES	AUTOMOTIVE DEALERS	GREENSPACE
Deseret Industries	Barbay Coast Saloon	Artesian	Los Martinez	The Front Climbing Gym	Dahle	Birkhill space
Agape Hair Salon	Fireclay Coffee	Depot	American Stone			Olympus space
Advance Auto Parts	Costa Vida	Avida	Storage			
The Other Side	Dominos	Brickgate	Bio Fire Defence			
O'Riley Auto Parts	Paradise Buffet	Metro	Interior Worx Countertops			
KPC Promise Hospital	Keyaki Sushi	Birkhill	JC Cabinet Painting			
Letizia Studio						
Salty Hive Crossfit						
Humane Society						
Imago Medical Spa						
9-7 activation	Lunch and dinner activation	Evenings, early morning activation	Provides little-to-no activation	Provides early morning and evening activation	Provides little-to-no activation	Daytime activation until 5 (small children oriented)

From the activation map, it is clear that there are activation gaps between 7:00 and 11:00 PM, as well as the early morning. While more services are needed throughout the station area, services are particularly needed in the following categories:

- Businesses that operate beyond a 9:00 AM to 7:00 PM schedule
- Food and drink options
- Greenspace with amenities for those over the age of 7
- Amenities and services for youth involvement
- Non-profit or community organizations

FIGURE 6.5: ACTIVATION HOURS WITHIN THE MURRAY NORTH STATION AREA



Intersection of Public Safety and Activation

The Urban Institute and ArtPlace created a document to explore the ways arts and culture can intersect with public safety. The two organizations reviewed case studies and other documents to provide a typology of activities that intersect with public safety. Cities can use one or more of these typologies as strategies to promote public safety in neighborhoods. This framework was taken and tweaked to change focus from art and public safety to intersect the neighborhood itself with public safety. For neighborhood activation to intersect with public safety, the following typologies can be deployed:

- 1. EMPATHY AND UNDERSTANDING
This strategy aims to improve relationships between law enforcement and community members and promotes more effective responses for these groups to coexist.
- 2. LAW AND POLICY
This typology influences justice policy and looks at bringing people exiting the justice system into serving their communities.
- 3. CAREER OPPORTUNITIES
Connecting people to job opportunities helps to lift people facing poverty and discourage crime. This includes having services where people with a criminal record can face fewer barriers to employment and helping teenagers and other young people find jobs in various fields.
- 4. WELL-BEING
This strategy promotes proactive health and wellness to an area through active recreation opportunities and by delivering therapeutic benefits around identity and mental health.

5. QUALITY OF PLACE

A place that brings the community into the forefront of public spaces can change both the community's perception of self and the perception of the community by outsiders.

These typologies can be employed throughout the station planning area.

While these strategies all rely on community involvement in some form, number 5 requires a form of community participation that is relatively new in the Wasatch Front. Several Midwestern cities have employed various programs empowering youth to get involved and make changes in their community. Emulating the Making Our Own Space (MOOS) Program in Cleveland, the Territory Project in Chicago, and Juxtaposition Arts in Minneapolis, the intent is to partner with organizations to create a program where Murray North Station Area Youths can use tactical urbanism to create placemaking amenities that are usable by the larger community. By exposing young people to civic participation procedures and a variety of design occupations, the program explicitly helps them comprehend the actions and relationships needed to make meaningful changes in their community. Through this process, youth become more invested in their community and become stewards.

While these programs are usually created and implemented through a non-profit organization, cities can partner with different organizations to create a short

summer program to learn about the planning process, develop a strategy to deal with a constraint of the station area, and build and implement a solution. Possible project partners can include University of Utah, Utah State University, Utah Valley University, The Boys and Girls Club, and other educational and non-profit organizations that have a focus in either youth development or urban planning and design.

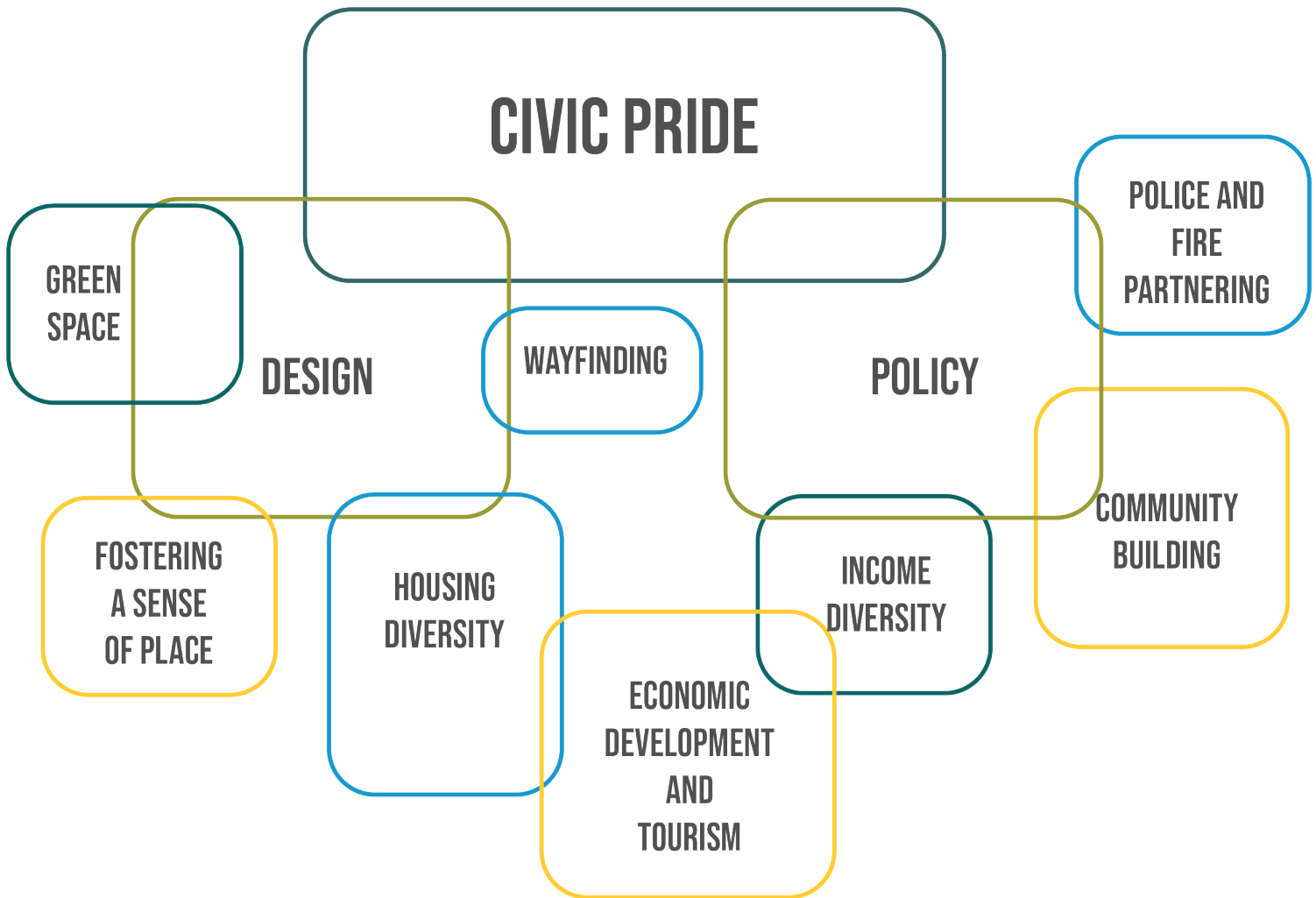


FIGURE 6.6: CIVIC PRIDE BUILDING BLOCKS

Proactive Policing

Proactive policing has proven outcomes in reducing crime in other communities around the Wasatch Front, including the Ballpark Neighborhood in Salt Lake City. Proactive policing happens when police have assigned beats and patrol an area without being called. Denser, urban areas tend to use this policing structure to show a positive police presence and help create relationships with the community. The aim is to get police out of cars and further into the neighborhood—going down alleys, dead ends, and other areas that are harder to get to with cars. Examples of proactive policing include:

- Bike patrols
- Walking patrols
- Motorcycle patrols
- Horse patrols

Parking Needs

Parking is described by stakeholders as a key part of the challenges faced by the Brickgate and Avida residential complexes. In these areas, the demand for parking is greater than the off- and on-street supply. Finding a way to add or retrofit more parking for these areas (in a way that complements the TOC character of the area) will contribute to safety and social cohesion and improve the perception of the entire station area. Below are some strategies to consider:

- Include Brickgate/Avida parking spaces as part of a redevelopment of the Atlas Roofing Corporation site (approximately 100 spaces reserved for UTA riders). These could likely be shared by residents with other users such as TRAX park-and-riders or visitors to station area destinations.
- Transform one or more of the Brickgate/Avida parking lots into parking structures.
- Designate another shared parking resource in the station area. This would likely be on the eastern side of the TRAX, so the location wouldn't be optimal.

Parking demand and management are significant considerations in the Murray North Station Area. There are several stakeholders with an interest in parking capacity and management in the area including:

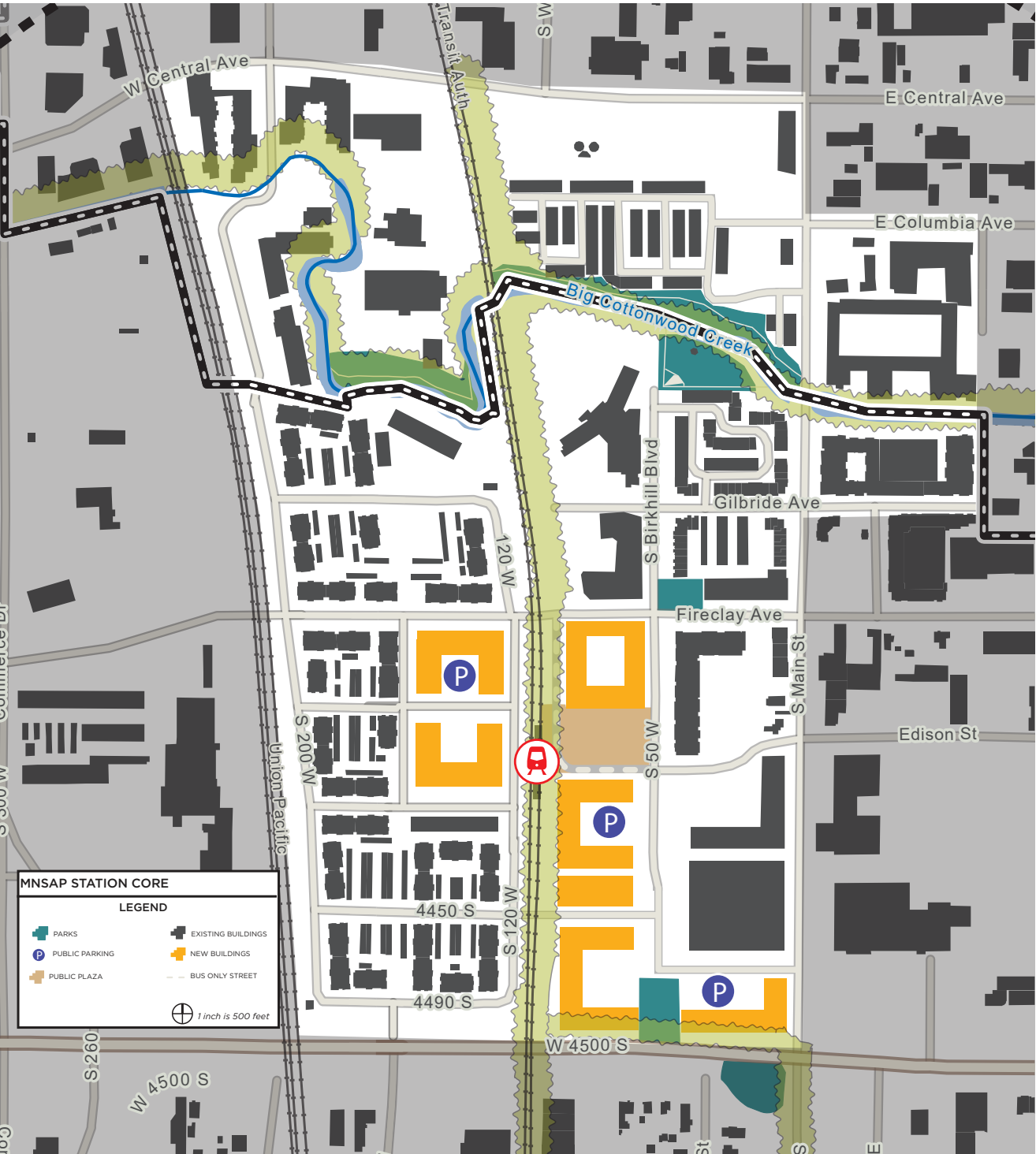
- UTA
- Salt Lake County
- Business Owners
- City of Murray
- Private Developers

Over the long term, the creation of a parking district to manage parking resources and needs can facilitate shared parking strategies and consolidate parking capital investments. As the UTA Park and Ride is currently underutilized, reduction and placement of 150-200 parking stalls will be needed to be dispersed throughout the three proposed parking structures.

SAFETY WITHIN PARKING STRUCTURES

Enhancing safety in parking structures is crucial to create a secure environment for vehicle owners and pedestrians. Several strategies can be implemented to achieve this goal. Firstly, ensure good lighting throughout the parking structure, including stairwells, elevators, ramps, and pedestrian walkways, to improve visibility and deter criminal activity. Surveillance cameras should be installed to monitor key areas and provide evidence in case of incidents. Emergency call boxes should be placed at regular intervals for easy access to emergency services. Access control systems should regulate entry and exit, limiting access to authorized personnel and vehicles. Clear signage and wayfinding aids should be prominently displayed to help patrons navigate the structure safely. It's also essential to maintain the structure regularly, addressing any maintenance issues promptly to prevent accidents. By implementing these measures, parking structure operators can create a safe and secure environment, enhancing the overall experience for patrons and reducing the risk of accidents, crime, and emergencies.

FIGURE 6.7: NEW PUBLIC PARKING STRUCTURES WITHIN THE STATION AREA



FUTURE LAND USE

Parks and Open Space (1%)

There are currently two parks located within the Murray North Station Area: Birkhill Park, and the park space to be dedicated as part of the Opus Green development in Millcreek. Birkhill Park is a 0.71-acre park that is privately owned, just south of Big Cottonwood Creek, and adjoined to the Birkhill at Fireclay Condominiums. The park space located at Opus Green constitutes an open space allocation of 25% of the project area (1.15-acres), which includes a pedestrian bridge across Big Cottonwood Creek, a playground, and walking trail.

- Existing Parks: 2
- Publicly Owned Open Space: 1.15-acres
- Privately Owned Open Space: 0.71-acres
- Existing creek- and rail-side trail: 1.9 acres
- Level of service: 0.59 Acres / 1,000 residents

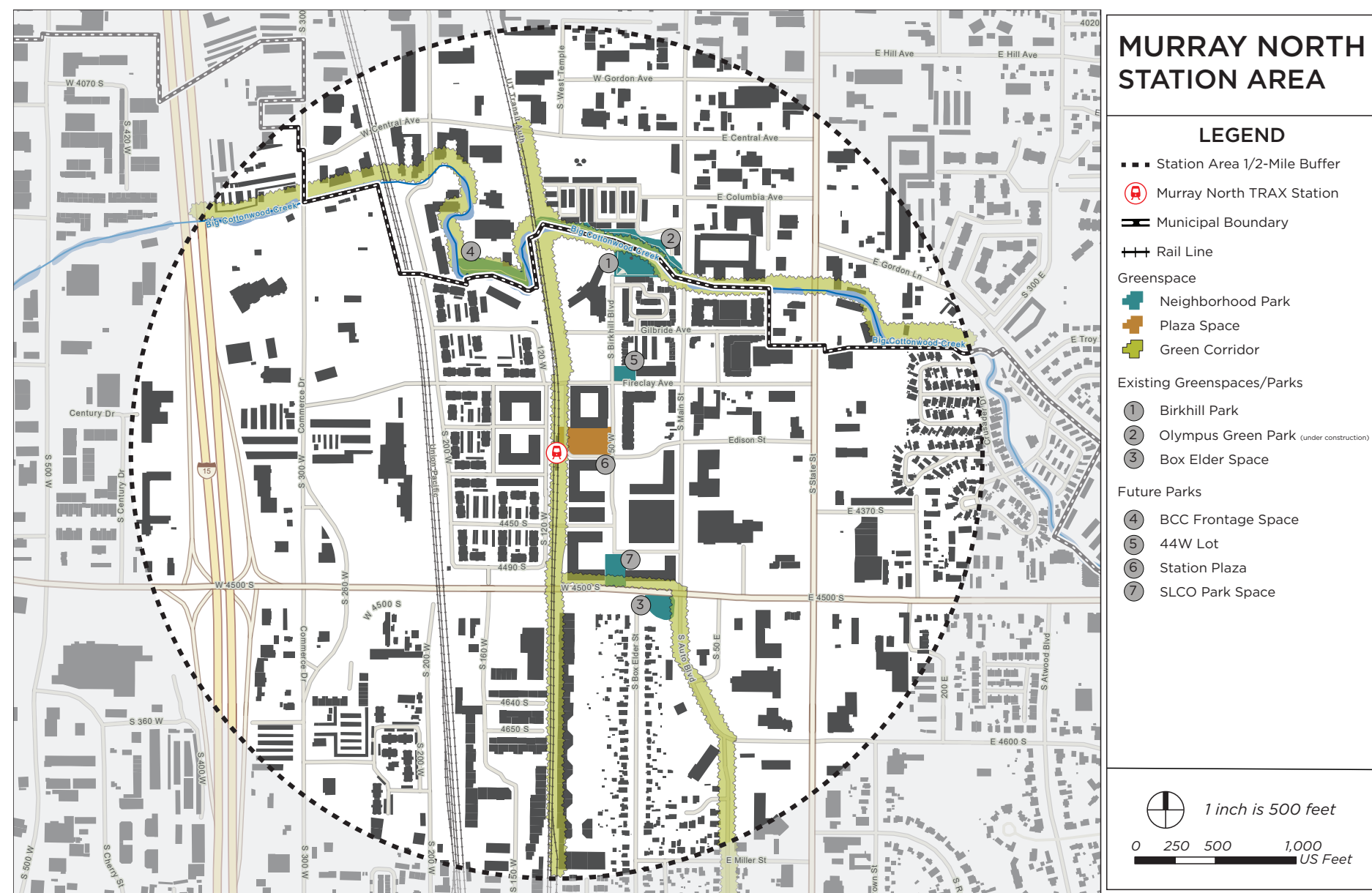
With the current population, the station area offers nearly 0.6-acres of park or open space for every 1,000 residents. The limited amount of park space is significantly less than what is observed across Murray and Millcreek on a citywide basis. Across both municipalities, an average of 4.4 park acres are offered for every 1,000 residents.

To provide more adequate access and opportunity to parks and open space throughout the station area, several future parks and open spaces have been envisioned as key elements of the future land use concept. Integrating the additional open spaces and parks throughout the future land use concept would yield an additional 28.5-acres of parks and open spaces if entirely realized. The vast majority of land contributing to the additional parks and open space calculation is incorporated through the 50-ft buffered greenway system that runs east-west along Big Cottonwood Creek, and 20-ft buffered greenway that runs north-south along the TRAX line. The fully implemented greenway system, new Birkhill and Fireclay parks, and Station Plaza would add an additional 21.8-acres of parks and open space bringing the total (including Birkhill Park) to 25.7-acres.

GREEN CORRIDOR

The Seven Greenways Vision Plan seeks to establish various greenway corridors that revitalize the creeks that connect from the Wasatch Mountains to the Jordan River. The green corridor alignment in this plan is intended to serve as a critical element of natural infrastructure throughout the station area. This plan

FIGURE 6.8: PROPOSED GREEN CORRIDOR AND GREEN SPACE



establishes a north-south spine connection parallel to the TRAX line starting at Central Avenue, running south beyond 4500 S, which provides much needed north-south connectivity for residents and regional commuters, especially in terms of connecting to 4800 S with access to Murray Central station and Murray City Hall. As an area with limited green space and limited developable land, integrating green space activity along the Big Cottonwood Creek corridor not only takes advantage of a vital resource through preservation and beautification,

but creates an off-street connection through the station area, linking open spaces to the urban framework. Design elements to be incorporated along the multi-use path include enhancements to the greenway, amenities for all ages and abilities, and small-scale parks in multifamily and mixed-use developments with connectivity along the creek. Taking advantage of creek-front property with retail and restaurant uses is ideal.

Commercial (35%)

Much of the envisioned commercial development within the station area is oriented along the State Street corridor, continuing to support a range of commercial types from automobile dealerships, retail shops, restaurants, office development, and additional offerings of goods and services. Other commercial nodes are strategically located at key intersections and/or near the interstate exit. As with most existing commercial land uses throughout the city, the future commercial uses within the station area shall support auto-oriented access but provide enhanced connectivity and design to better support multi-modal access. Commercial land uses presented through the future land use diagram exhibit an accretive relationship with the adjacent residential and mixed-use areas by providing proximity, connectivity, and supporting activities for residents and visitors to create additional commercial and social vibrancy. New (re)development in the area should maintain a similar scale and massing of new development along the corridor and should seek to incorporate a greater variety of commercial uses and services including office.

Future Placetype Considerations:

- **Target height:** 1-3 stories
- **Target maximum density:** FAR: 0.5
- **Character:** This area will include neighborhood commercial and retail uses, as well as employment opportunities for the adjacent and local residential neighborhoods.
- **Primary Use:** Commercial, Retail, Office
- **Prohibited Uses:** Residential
- **Challenges:** The auto-oriented nature of State Street causes conflict with connectivity to the established TOC core to the west. Establishing safe and convenient connections is paramount to the success and integration of commercial areas within the station area.
- **Opportunities:** The development surrounding this area will support new commercial and employment opportunities. These areas can serve as nodes and corridors for commercial activity and employment locations for the rapidly growing area. Connectivity to established neighborhoods should also be prioritized to promote intermixing of different neighborhoods and their residents.

Low-Density Residential (11%)

The primarily single-family neighborhoods south of 4500 South, and along the eastern boundary of the study area enhance and preserve existing affordable housing stock, establish the street grid pattern, and are important elements for neighborhood stability. The scale and density of this area should be retained with

targeted redevelopment of vacant, abandoned structures with new or rehabilitated structures at a comparable scale and character to the existing housing stock. The addition of a green corridor running parallel to the TRAX line serves as a buffer between the single-family area and future mixed-use development envisioned to the west of the rail line. The existing single-family neighborhood east of State Street should be evaluated for improvements to enhance overall connectivity in the area. These connectivity improvements should include additional, pedestrian-activated State Street crossings near existing or planned bus stops.

Future Placetype Considerations:

- **Target height:** 1-3 stories
- **Target maximum density:** Small-lot single-family dwellings with a density around 10.5 units per acre or 4,000 square foot lots.
- **Character:** This area mostly consists of established single-family residential neighborhoods of varying densities. This area has a suburban feel with structure age ranging from mid-century to recent developments.
- **Primary Use:** Residential
- **Prohibited Uses:** Commercial
- **Challenges:** As infill occurs, special attention should be paid to preserving the existing single-family character within the neighborhoods and establishing strong connections between commercial and residential uses.
- **Opportunities:** There are limited opportunities for infill and new development throughout the neighborhoods. Densities, building massing, and form should be consistent with current densities and building massing and form.

Higher Density Residential (12%)

The multi-family residential areas located throughout the station area generally focused on the Murray North Station platform, as well as several properties that are appropriate or already transitioning into medium/high-density multifamily uses. The area is characterized by a mix of housing developments, generally with proximity to commercial and mixed-uses that leverage access to the TRAX line.

Redevelopment of these areas should include a variety of multifamily housing types that support the advancement of market-rate housing, moderate-income housing, units for sale, and various product types that serve the needs of existing and future residents.

Future Placetype Considerations:

- **Target height:** 6-7 stories
- **Target maximum density:** Up to 100 units per acre

- **Character:** This area supports high density development and apartment and condominium-style residential. This area currently hosts several high-density housing developments. High density development should include privately-owned open space to contribute to a higher level of service for regional parks, trails, and open space.
- **Primary Use:** Residential
- **Prohibited Uses:** Industrial
- **Challenges:** Traffic and similar impacts from increased density should be addressed by encouraging multi-modal connectivity and requirements relating to pedestrian and bicycle connections and amenities.
- **Opportunities:** These areas should be served by transit and accessible and safe pedestrian access points. Integrating open space into the public realm will enable better activation and create a sense of place.

Mixed Use (33%)

The area’s current zoning supports mixed-use land uses throughout the station area, requiring mixed-use housing east of the station area and some retail frontage on the west side at key streets. Mixed-use housing should seek to reduce auto dependency and roadway congestion by locating services under housing. Retail frontage should be oriented to the public realm and sidewalk, and enhance the pedestrian environment with attractive retail frontage, landscaping, and site furniture. This higher mix of retail to housing should be concentrated around key intersections and central to the station area platform. This mixed-use building type has a lower ratio of retail space to housing units. Envisioned in these spaces are convenience amenities and possible live-work spaces.

Future Placetype Considerations:

- **Target height:** 6-7 stories maximum
- **Target maximum density:** 100 units per acre, ground floor retail/service uses, live/work units
- **Character:** These areas will function as a central activity center for the Murray North Station Area community, incorporating varying scales of retail and services. This area should prioritize connectivity for pedestrians, cyclists, and transit users moving throughout the area.
- **Primary Use:** Mixed-use, multifamily residential
- **Prohibited Uses:** Industrial
- **Challenges:** This area currently lacks green space, has minimal connectivity into the surrounding neighborhoods, and transitions directly from industrial/ commercial to residential creating an abrupt commercial/residential interface.

- **Opportunities:** This area is situated to take advantage of the regional commercial gravity and commuters. These areas should be served by transit and accessible and safe pedestrian access points. Integrating open space into the public realm will enable better activation and create a sense of place.

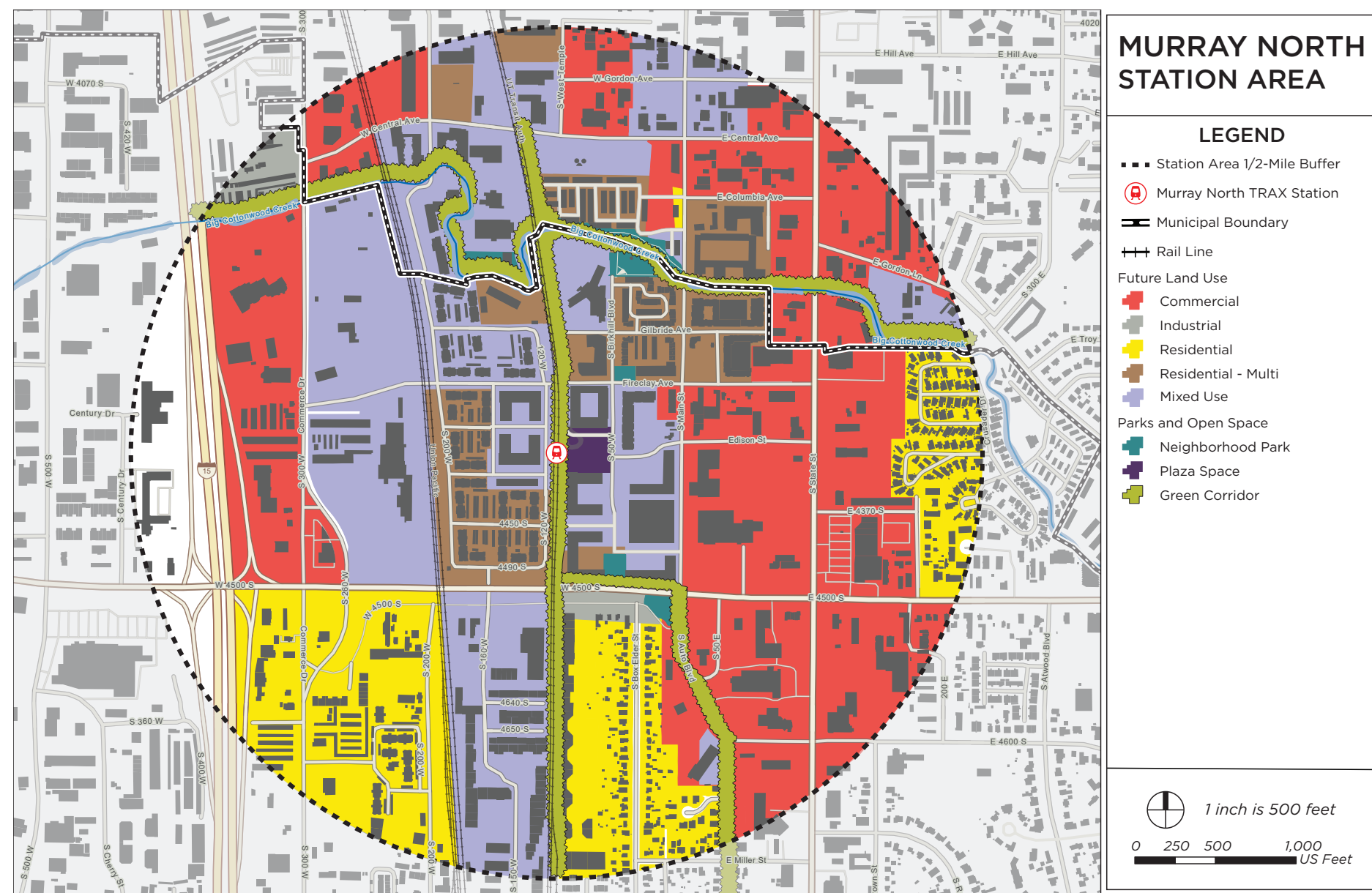
Industrial (9%)

Remaining industrial areas are primarily located along I-15 and the Union Pacific Rail Line. The area is significantly constrained by a lack of east-west connections. Enhancing connectivity within this area and to the north of 4500 S is a key consideration for this area. In addition, opportunities to add open space, public amenities, and neighborhood-serving employment should be pursued.

Future Placetype Considerations:

- **Target height:** 1-2 stories
- **Target maximum density:** FAR: 0.5
- **Character:** This area will support commercial activity, employment, and a substantial sales-tax base for the Station Area. The area should serve as a source of employment for local residents.
- **Primary Use:** Industrial, commercial, retail
- **Prohibited Uses:** Residential
- **Challenges:** This area currently lacks green space, has minimal connectivity into the surrounding neighborhoods, and is severely limited in ability to connect east-west due to both the TRAX and UP rail lines.
- **Opportunities:** This area will support commercial activity, employment, and a substantial sales-tax base for the Station Area.

FIGURE 6.9: MURRAY NORTH STATION AREA FUTURE LAND USES



Market Opportunity

RETAIL

Based on purchasing power and existing retail supply, the current unmet retail demand (gap) is estimated at more than 170,000 square feet of demand. Based on growth projections, the Study Area is anticipated to generate an additional 4,718 square feet of retail demand on an annual basis over the next five years. However, within the current context, most future retail development would likely gravitate towards State Street due to existing gravity, higher traffic counts, and the established co-tenancy of national brand retailers. Changing this context is difficult but may be accomplished by enhancing connectivity and wayfinding in the core of the station area, creating additional destinations that are accretive to the retail experience, and improving the pedestrian realm and experience.

OFFICE

The office market in Millcreek and Murray is relatively strong, with high occupancy and rental rates that are generally in line with the overall market in the Salt Lake City metropolitan area. Within the office category, the primary opportunities for the Murray North Station Area include second-floor office space in a vertical mixed-use setting and limited infill. Promoting small to moderate increments of office development within the Station Area would contribute to broader economic diversity and create stability in the Study Area. Higher incomes could also improve affordability and drive higher home prices and/or rents. Preferably, new office would be a second-floor component of high-density residential project, or it could be introduced as a first-floor flex space that can accommodate office or service retail such as real estate, title, insurance, engineering, financial technology, law, real estate, or other service-oriented businesses. The analysis indicates there is supportable demand for 5,000 square feet of office development annually.

INDUSTRIAL

The market demand for industrial space within the station area is strong due to the location near major transportation routes, including I-15 and heavy rail lines, as well as its proximity to the Salt Lake City International Airport. The station area’s rich history of supporting industrial uses has been instrumental in establishing a diverse economy locally and regionally. There is currently 1.5M square feet of industrial development located within the Study Area. The analysis indicates supportable demand for 70,000 square feet of industrial development annually.

RESIDENTIAL

The residential housing demand in Millcreek and Murray has been consistently strong over the past few years. The average home sale in Millcreek was \$492,380, and for Murray, it was \$446,555. Both areas have seen steady increases in home values over the past year, with Millcreek experiencing a 20.9% increase and Murray experiencing a 19.6% increase in home values since September 2020.

Conversely, the median household value in the Station Area is only \$206,471. In fact, 62% of home values in the Study Area are under \$250,000. This is substantially lower than values in the broader Salt Lake MSA, which is likely attributed to the fact that there are few homes in the Study Area and are mostly older workforce housing. In addition, the few houses in the Study Area are surrounded by industrial uses which impacts livability and reinvestment. Accommodating additional owner-occupied housing to increase neighborhood stability and expand housing options has been identified as a desire of the community. In addition, increasing community development and investment within the Study Area can improve livability and potentially help improve conditions in the existing neighborhoods within the Study Area. Annual demand can support nearly 120 development units annually.

MULTIFAMILY

The area surrounding the Murray North Station has seen substantial development activity over the last ten years. Since 2013, there have been more than 1,500 multifamily units constructed within the Study Area. This includes Metro at Fireclay, Artesian Springs, Brickgate at Fireclay, and Birkhill on Main. With the high cost of housing and strong regional development pressure for multi-family, the context surrounding the station area will continue to drive development intrigue. This creates an opportunity to increase development standards, requiring a mix of pricing to accommodate affordability goals, ground floor commercial, percentage of open space, and other objectives that can enhance or improve the overall livability for residents and visitors. Future development should be integrated in a way that maximizes block utilization, increases parking efficiency, and contributes quality open spaces. Infill residential could be used as transitional product such as multi-story townhomes, condos, or urban residential. Analysis indicates demand for nearly 250 multifamily units to be developed on an annual basis.

Keeping density to a neighborhood or community level instead of increasing to a sub-regional hub was most important to the residents of the area. Considering this, the consultant team applied similar dwelling units per acre of the TOD area to new developments.

TABLE 6.2: POPULATION PROJECTIONS

AREA	CURRENT POPULATION	FUTURE POPULATION	CHANGE IN POPULATION
Core Area	1,175	1,441	226
Southern Area	2,986	4,679	1,693
Western Area	-	3,961	3,961
State Street Corridor Area	2,379	3,639	1,260
TOTAL	6,541	13,720	7,179

Source: ESRI, Urban FootPrint

Opportunity Sites

The accompanying Opportunity Sites map illustrates the resulting intersection of all the elements that create opportunity sites within the study area. The opportunity sites represent areas that have the greatest near- and long-term potential for the redevelopment that will ultimately transform the Murray North Station Area. These locations also have significant potential to have a positive impact on the area’s economy. In total, there are over 220 individual parcels identified within the station area as opportunity sites, ranging from less than one-tenth of an acre to over 7-acres, totaling just over 175-acres. The majority of the identified opportunity sites are represented by industrial land uses, followed by commercial, multi-housing, and residential. The additional population resulting from the development of opportunity sites that would be accommodated through the proposed future land use distribution could total more than 13,000 residents at build out.

One major challenge faced by these opportunity sites is ownership. Wide and varied ownership exists amongst the opportunity parcels even those side by side. This affects the ease of assemblage that a developer may experience in acquiring the parcels needed for their development, oftentimes making it impossible.

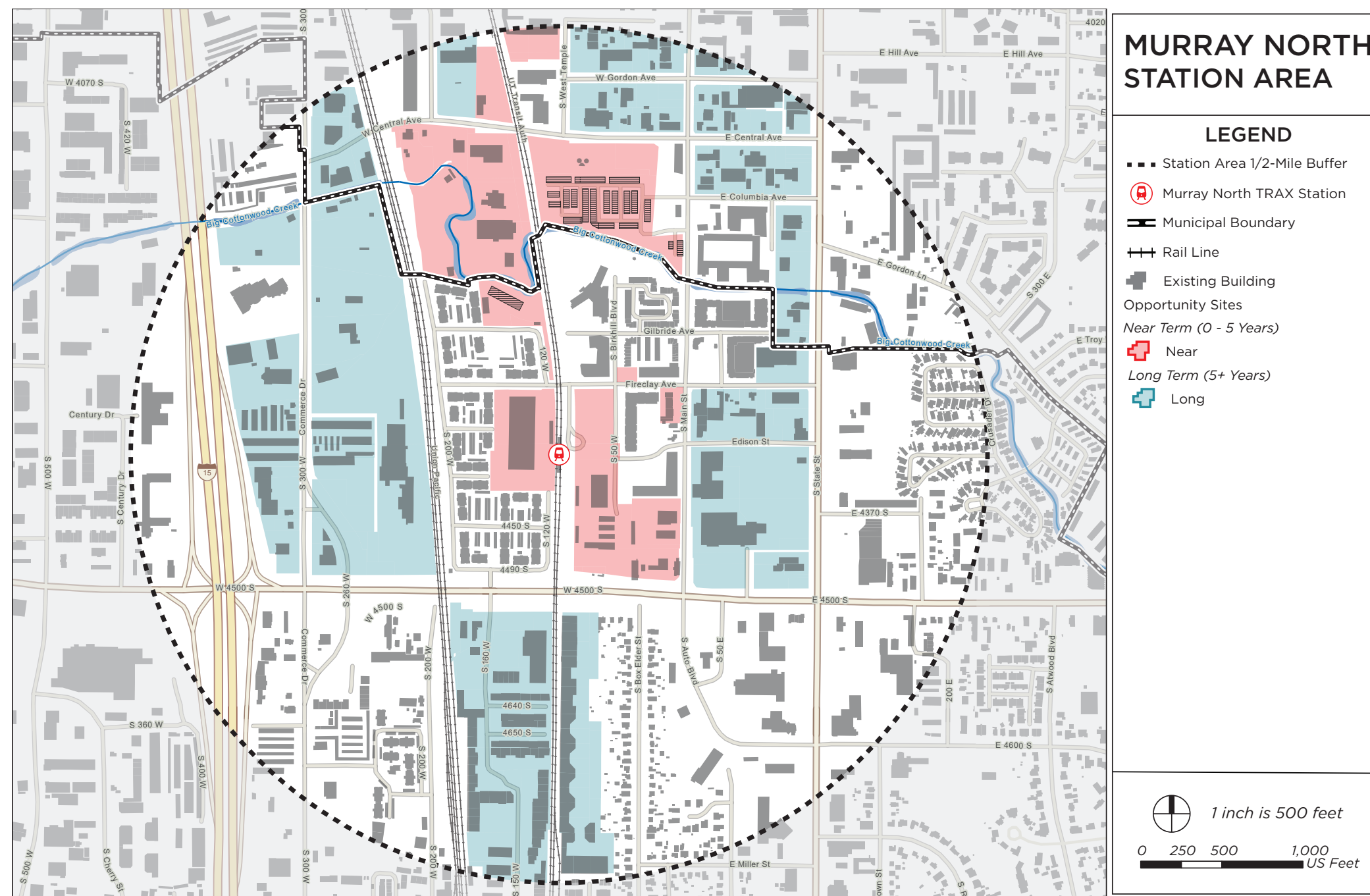
Potential development and redevelopment sites were considered within the context of the following three categories:

- **Redevelopment/Infill Potential**– A measure of the land-to-improvement ratio is a critical step in understanding the value of any improvements built upon a parcel. An analysis of improvement ratios through utilization of publicly available tax parcels can reveal which parcels are under-utilized from a development perspective. It may also be used as an indicator of properties that are underutilized or prime for redevelopment.
 - For example, a parcel is valued at \$100,000. It is vacant land with no building or improvements, so the value of the land comprises 100% of the total value. This parcel represents a land-to-improvement ration of 1:0, resulting in a significant opportunity for redevelopment or infill.

- A parcel is valued at \$200,000. The land is valued at \$100k and all improvements are also valued at \$100k. Given they are equal values, this represents a 1:1 land-to-improvement ratio and a lesser opportunity for redevelopment.
- A parcel is valued at \$500,000. The land is valued at \$100k with a building improvement valued at \$400k. Since the improvement is valued significantly higher than the land (1:4 land-to-improvement ratio), this parcel represents a significantly lesser opportunity for redevelopment.
- **Reinvestment potential:** These areas typically represent opportunities for smaller, incremental efforts to improve existing land uses. However, some reinvestment areas may consider a similar land use, with significant redevelopment encumbering the land in the future.
- **Unlikely for redevelopment or reinvestment:** While these areas are unlikely to experience a change in use, there may still be opportunities for small-scale improvements such as sidewalk and connectivity improvements, lighting and façade updates, or incentives to encourage property owners to improve their property. These areas are typically represented by established development patterns and neighborhoods or have been recently developed.

The opportunity sites identified in this plan emerged through the market analysis and are believed to possess the greatest potential for redevelopment. Short-term: Development projects will focus on establishing activity-generating commercial uses at key locations adjacent to the station that offer easy access and good visibility to support existing residents and commuters. Residential development will continue incorporating a mix of dwelling types into the neighborhood, including townhomes, multi-family residential, and mixed-use product types. Mid to Long-term: The short-term projects shall catalyze the core of the station area and expand the mixture of uses. Increased densities of daytime population from commercial uses and employment, coupled with the established and expanding residential base, will expand the appeal of the area and increase opportunities for retail and commercial uses in a mixed-use setting.

FIGURE 6.10: NEAR AND LONG-TERM OPPORTUNITY SITES



Although the implementation plan looks at the next 5 years, this plan is intended to be updated every 5 years thereafter to look at how market conditions, changing demographics, and the results of the implementation plan allow for new opportunity sites to move into

the short-term category. While market conditions do not allow for the State Street Corridor or the Gordon properties to be centers of gravity for the next five years, the next years could lead to that to change.

FIGURE 6.11: OPPORTUNITY SITES – CURRENT LAND USE

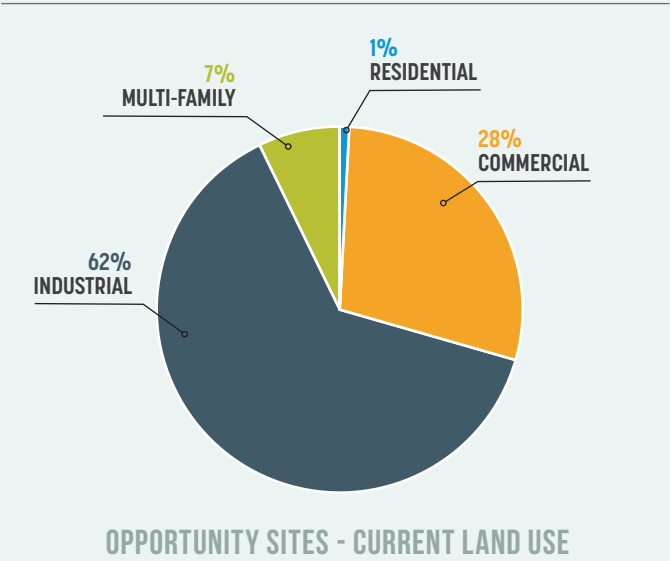
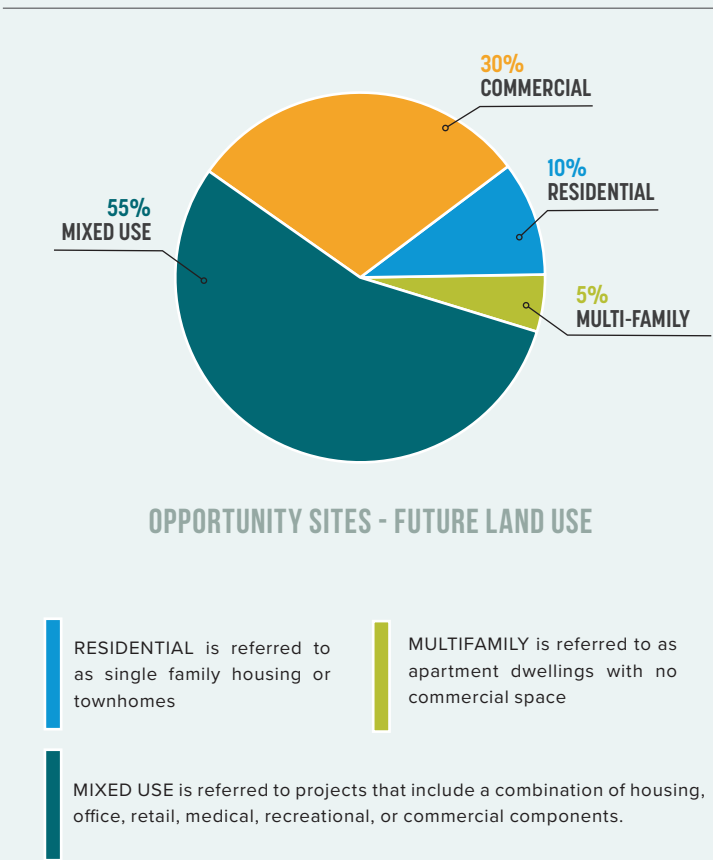


FIGURE 6.12: OPPORTUNITY SITES – FUTURE LAND USE



Near-Term Opportunity Sites

UTA-OWNED PROPERTIES

The UTA-owned properties concentrated on the east side of the station represent a significant opportunity to transform the station area. UTA owns approximately 8-acres (currently housing a large bus loop), an approximately 2-acre surface parking lot, a 4-acre area (housing UTA’s mobility center and storage huts), and an approximately 1.6-acre area that includes a roughly 21-foot-tall berm composed of contaminated soils.

Bus Loop/Surface Parking Lot

The large bus loop and surface parking lot detract from the urban form in the station area. The core of the station area would benefit from denser, more active uses in this area. The station area plan concept contemplates the following changes to the bus loop and parking lot area:

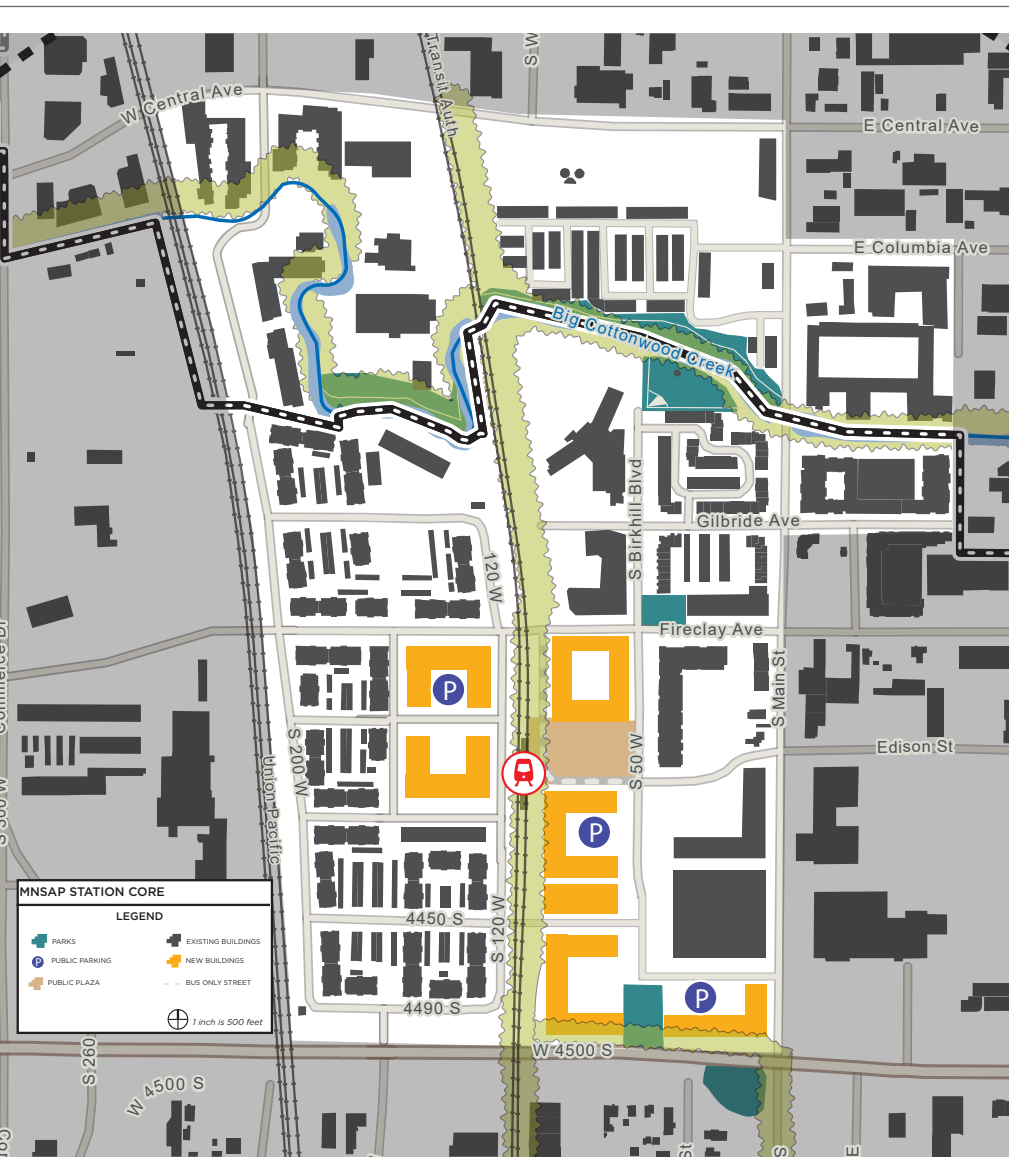
- Reconfiguration of the bus turn around to connect to 50 W via a Bus-only, shared street
- Redevelopment of the remaining bus loop and surface parking lot to include:
 - A mixed-use development site with frontage on Fireclay Avenue to include
 - + Ground level retail/restaurants fronting on Fireclay and the public plaza
 - + Structured parking
 - + Mixed-income housing
 - An approximately 0.75-acre public plaza with green space, dining spaces, and programmable spaces
 - A community anchor with services for area families including education, children and youth activities, and community services

Mobility Center/Storage Huts

The approximately 4-acre area that currently houses the mobility center and storage huts is ideally situated for redevelopment into mixed-income housing to support the further redevelopment of the area as a transit supportive community. A portion of the 4-acre parcel is planned for the extension of Birkhill Boulevard south from Fireclay Avenue until it turns north to connect to Main Street. This new connection will facilitate the redevelopment of the remaining UTA-owned properties in the area. The most northern portion of this parcel,

where it abuts the parking lot parcel, could be developed as a parking structure to serve the station, the community anchor and the envisioned new residential development to the south. The multiple interests and uses of the parking garage will allow contributions to the cost of construction from multiple project partners. Station area stakeholders including UTA, Murray City, Salt Lake County, and private developers should consider the creation of a parking district to help coordinate parking needs and spread parking infrastructure costs in the area.

FIGURE 6.13: CORE AREA CONCEPT



CONTAMINATED BERM

The ½-acre berm located adjacent to the Trax line immediately west of the UTA storage area is the site of contaminated soils. The plan envisions this area as part of the rail-adjacent trail system. The area is ideal for connecting the transit station south across a bridge at 4500 South to the southern station area. Capping with pavement is a recognized method of addressing heavy-metals contaminated soils as found within the berm and could be an option for this area. The materials in the berm would need to be processed to remove organic materials as well as construction waste. The removed materials will need to be processed, characterized and disposed of in an appropriate facility. The remaining soils can then be replaced within the footprint of the berm, compacted, and capped with the trail.

As reviewed in the Existing Conditions section, the soils within the approximate 21-foot-tall berm are contaminated with lead and arsenic. There are approximately 16,000 cubic yards of contaminated soil within the berm. The berm also contains debris like wood and other construction materials, and there is a concrete slab beneath part of it. The presence of debris within the berm affects the opportunity to compact and pave the berm in place for use as part of the rail-adjacent trail envisioned for this area.

In the Phase II Environmental Assessment completed in 2022, Terracon recommends either the “consolidation and capping” of the contaminated soils beneath paving and buildings or the removal and disposal of the soils in an appropriate facility. Removal and disposal of the contaminated soil could range from \$220 to \$333 per cubic yard for an estimated total cost of \$3.5 to \$5.3 million. “Capping” the soil beneath paved areas is generally an option when there is adequate space on the “site” as defined by the regulatory agency to place and compact the soil beneath parking lots, plazas, and buildings. This option’s cost would include handling the materials by a properly certified contractor to remove biodegradable and non-compactable materials and the grading and compaction of the soils in the identified locations.

Based on the future uses for the UTA owned property envisioned as part of this Station Area Plan, there is approximately 21,780 square feet of area that could serve as areas for relocation, consolidation, and capping the material that will remain following processing and removal of organic and construction materials.

The contaminated soil would be approximately 3.5 inches deep throughout the identified locations and covered with clean soil and landscaping or paving. The soils should be replaced within the area of the berm and covered with clean soil, landscaping, road base, and paving. To facilitate control of the contaminated soils over time a “signaling layer” or geo-fabric could be used to ensure that future

excavators know when they have reached the contaminated soil. A similar solution was used at the Bingham Junction Superfund Site in Midvale, Utah.

Any option that leaves contaminated soil on site will require the identification, implementation, and operation of institutional controls. Institutional controls include zoning provisions, deed restrictions, and operational actions (such as ground water monitoring or regular inspection and confirmation of the integrity of the “capping” mechanism). The United States Environmental Protection Agency’s guidance on institutional controls is available as Appendix XX of this plan.

SALT LAKE COUNTY-OWNED PROPERTY

The former Salt Lake County Fleet Maintenance facility is on the northwest corner of the 4500 South and Main Street intersection. The 2.56-acre parcel is planned for moderate-income housing. In addition to a multifamily housing development on the site, the extension of Birkhill Boulevard as it runs east to west to connect with Main Street will be partially located on the parcel.

The former fleet facility has several environmental challenges before it can be used for housing. As reviewed in the Existing Conditions chapter, there are two underground storage tanks and contaminated soil in the first three inches of fill on the site. In the Phase II Environmental Assessment completed in 2021, Terracon recommends the removal of the underground storage tanks and the removal

and disposal of the contaminated soils. Confirmation soils testing will need to be completed to confirm that remaining soil does not exceed recommended cleanup levels for residential use.

Because there is also contaminated groundwater beneath the site, institutional controls will need to be in place to prevent the use of the contaminated ground water.

The Salt Lake County-owned property is ideally located for a mixed-use development. Ground floor uses will have visibility from 4500 South allowing a broader market area than locations internal to the station area. The station area is a food desert and this location provides an opportunity to incorporate fresh food options into the neighborhood through a small format market or grocer. The site has access challenges particularly for larger trucks. Coordination with adjacent uses and future development on the UTA-owned property will be needed to ensure adequate access and parking for the envisioned use.

The site also can incorporate an approximate 0.25-acre public greenspace site to this development. The future park can be programmed with seating for those grabbing a quick bite from the grocer, a small dog run for nearby residents, and other amenities. Ball sports as programming is not advised due to the proximity to 4500 South.



FIGURE 6.14: ILLUSTRATIVE RENDERING SHOWING INTERSECTION OF MAIN ST AND 4500 SOUTH

ATLAS ROOFING SITE

This 5.4-acre site is immediately west of the station platform’s location. It is currently the site of a foam manufacturing plant that is planning to relocate within the next five years. The location is currently zoned for transit-oriented development and is an ideal location for mixed-use and residential buildings. The site is surrounded to the west and south by the Brickgate Apartment complex and to the north by the Avida Apartments.

The design of any new buildings on this site can, and should, take into account CPTED principles to address some of the challenges at Brickgate and Avida. Redevelopment should:

- Create a grid within the site including the extension of 4350 and 4400 South streets to the east
- Create “eyes” on the station platform walkway that runs along the southern boundary through building placement and design
- Include pedestrian-activating uses along Fireclay Avenue
- Provide pedestrian-friendly streetscape improvements throughout
- Include publicly-accessible greenspace
- Participate in a parking district if one has been created, to ensure adequate parking for the development and an opportunity to increase foot traffic in the area by providing structured parking for the station and other adjacent users
- Participate in the city’s Good Landlord Program, if one has been created, to ensure best leasing and property maintenance practices

44 W FIRECLAY LOT

This lot, located on the intersection of 50 W and Fireclay Avenue, is a 0.14 vacant lot surrounded by townhomes to the north and condominiums with ground floor commercial to the east. This small lot provides an opportunity to expand the green/park space in the station area. Because of its proximity to Birkhill Park, this space has the opportunity to provide amenities that cater to an older age range.

Note: Assumptions are based upon similar projects and use assumed, blended property and sales tax rates. Results are subject to change and limited to the amount of actual future development that occurs. Future development could be affected by changing market conditions, entitlements, availability of infrastructure, and other uncontrollable or unforeseen event

The lot is large enough to comfortably accommodate four regulation pickleball courts with additional greenspace for lounging or other amenities. After a recommendation for the Murray RDA to purchase this lot, a master planning process should take place to program the future park.

Opportunity Site Implications

The proposed concept creates the framework for a development program that generates \$2.16B in taxable property value by year 2042 and \$3.96B in taxable property value at build-out. Based upon local tax rates, the project would generate an average of \$12.5M in annual net new fiscal benefits from property tax to the cities of Murray and Millcreek, Salt Lake County, and other local taxing entities in the first 20 years, which represents a total of \$21.3M in the first five years, \$72.6M in the first ten years, and \$250.3M in the first 20 years.

The proposed retail absorption of this development program would produce \$3.0M in retail sales annually resulting in \$220K in sales tax generated annually. Additionally, the proposed commercial development would create an estimated annual average of \$31.5M in gross sales annually in the first 20 years which equates to an additional \$3.3M in total sales tax in the first five years, \$12.1M in total sales tax over the first ten years, and \$46.3M in total sales tax over the first 20 years.

TABLE 6.3: OPPORTUNITY SITES – POTENTIAL DEVELOPMENT PROGRAM PROPERTY TAX IMPLICATIONS

PROPERTY TAX	
Blended Property Tax Rate (Murray & Millcreek)	0.0103325
Annual Property Tax in Year 1	\$1,422,297
Total Property Tax Over 5 Years	\$21,334,451
Total Property Tax Over 10 Years	\$72,572,397
Total Property Tax Over 20 Years	\$250,312,798

TABLE 6.4: OPPORTUNITY SITES – POTENTIAL DEVELOPMENT PROGRAM SALES TAX IMPLICATIONS

SALES TAX		
Annual Gross Sales in Year 1		\$3,000,000
Annual State Sales Tax	4.85%	\$145,500
Annual Local Sales Tax	1.00%	\$30,000
Annual County Sales Tax	0.25%	\$7,500
Annual Other Sales Tax	1.25%	\$37,500
Annual Blended Total Sales Tax in Year 1	7.35%	\$220,500
Total Sales Tax Over 5 Years		\$3,307,500
Total Sales Tax Over 10 Years		\$12,127,500
Total Sales Tax Over 20 Years		\$46,305,000

TABLE 6.5: OPPORTUNITY SITES – POTENTIAL DEVELOPMENT PROGRAM

	OFFICE		COMMERCIAL		INDUSTRIAL		RESIDENTIAL - MULTI		RESIDENTIAL		SUMMARY		DENSITY
	Sq. Ft.	Employees	Sq. Ft.	Employees	Sq. Ft.	Employees	Units	Residents	Units	Residents	Residential Units Total	Residents Total	Du/Ac
5-Year	25,000	88	50,000	40	75,000	155	1,240	2,356	590	2,006	1,830	4,362	10.46
20-Year	100,000	351	200,000	160	300,000	619	4,960	9,424	625	2,125	5,585	11,549	31.91
Build-Out	859,506	3,016	1,604,432	1,284	444,763	917	8,345	15,856	625	2,125	8,970	17,981	51.26

Continue and Refine the Cities' Approaches to Parking for New Land Uses

While the focus of a transit-oriented community should be on walking, biking, and riding transit, the TOC's approach to parking motor vehicles often also heavily influences success. By and large, the cities' approach to parking and individual developments appears to be working. A study of off- and on-street parking utilization by existing multifamily residential projects showed that most of the newer residential buildings in the TOC core currently have a high level of occupancy, without overflowing demand. Many buildings have a range of bundled and unbundled options and on-street parking does not appear to be overly stressed by residents and their visitors.

There have been some areas with parking challenges, specifically the Brickgate/Avida residential area between the two sets of rail tracks. These areas show a clear undersupply of parking, with both off-street and on-street supplies stressed as a result. These parking challenges dominate the "brand" of the station area TOC.

The Plan recommends that Murray and Millcreek cities continue on their current parking trajectories with some considerations for evolution and addressing of the Brickgate/Avida parking challenges.

- Seek additional parking for the Brickgate/Avida area. The Plan recommends that the Atlas Roofing Corporation site could integrate this parking which could be shared with other, daytime users like transit passengers and visitors to the recommended destination anchor use.
- Pursue shared parking opportunities. As land uses complementary to the station area's housing are built, such as employment, retail, and recreation destinations, opportunities for people parking at different times to share the same spaces will emerge.
- Include consideration of on-street parking as part of future development requirements and monitor how it is being used.
- Encourage developments to provide a range of parking options for residents, employees, and visitors. Ownership and use of cars will continue to vary for those living in, working in, and visiting the station area.
- Keep parking ratios as they are in the current code.
- Continue to hide parking away from streets and pedestrian areas, typically in the centers of the blocks.

CONNECTIVITY

The primary goal for transportation in the Murray North Station Area is to increase connectivity. This is true generally in station areas where a common goal is to connect people and transit routes to the station and to make the area more walkable. This is particularly important in Murray North, where major barriers inhibit movement in, out, and through the station area. These fall into a series of themes:

- Extend the Transit-Oriented Community (TOC) street network
- Cross major barriers
- Create trail spines both north-south and east-west
- Increase multimodal station access
- Improve the pedestrian realm
- Make additional bike connections
- Make connecting transit improvements

Extend the Transit-Oriented Community (TOC) Street Network

The first wave of transit-oriented development in the Murray North Station Area established the beginning of a walkable street network. This investment transformed much of a largely industrial and large-format commercial street network into a connected system of small blocks and walkable streets. As the station area continues to develop, the most fundamental goals for connectivity are to complete this network within the core area and to cross the major barriers surrounding the core to extend this street network into future redeveloped TOC areas.

The figures below illustrate the core Murray North Station Area after the construction of the station but before any of the new TOC projects, compared to the street network now. The comparison makes the transformation of the area clear, especially the creation of a connected network of small blocks. Instrumental in this transformation were the Fireclay Transportation Master Plan and the Fireclay TOD Design Standards which set the template for the street network and walkable streetscape present in many places alongside TOC development projects today.



FIGURES 6.15: (LEFT) - MURRAY NORTH CORE IN 2002
(RIGHT) - MURRAY NORTH CORE IN 2023

This Plan continues the template set by these plans and responds to remaining challenges or issues that have emerged. It does this by refining the guidance of the Fireclay Transportation plan, adding detail to established ideas within today’s context, proposing some new ideas, and adding specificity about how to overcome the remaining barriers.

PRESERVE AND EXTEND THE CONNECTED AND FINE-GRAINED TOC BLOCK PATTERN

Streets such as Main Street, Fireclay Avenue, Birkhill Boulevard, Edison Street, and Gilbride Avenue comprise a good block pattern for a TOC. The blocks among these streets are an ideal size for walking while still containing feasible development sites. The block between Main, Birkhill, Fireclay, and Gilbride, for example, is approximately 300 feet by 380 feet. In some places, trails form segments of this network. This street and pathway network should be preserved, and enhanced where there are opportunities.

New development should also extend the block pattern. While the street grid will necessarily be irregular, this is roughly the size of block that should be carved out of future redevelopment areas in the station area to extend this walkable street network into near-term and long-term redevelopment opportunities.

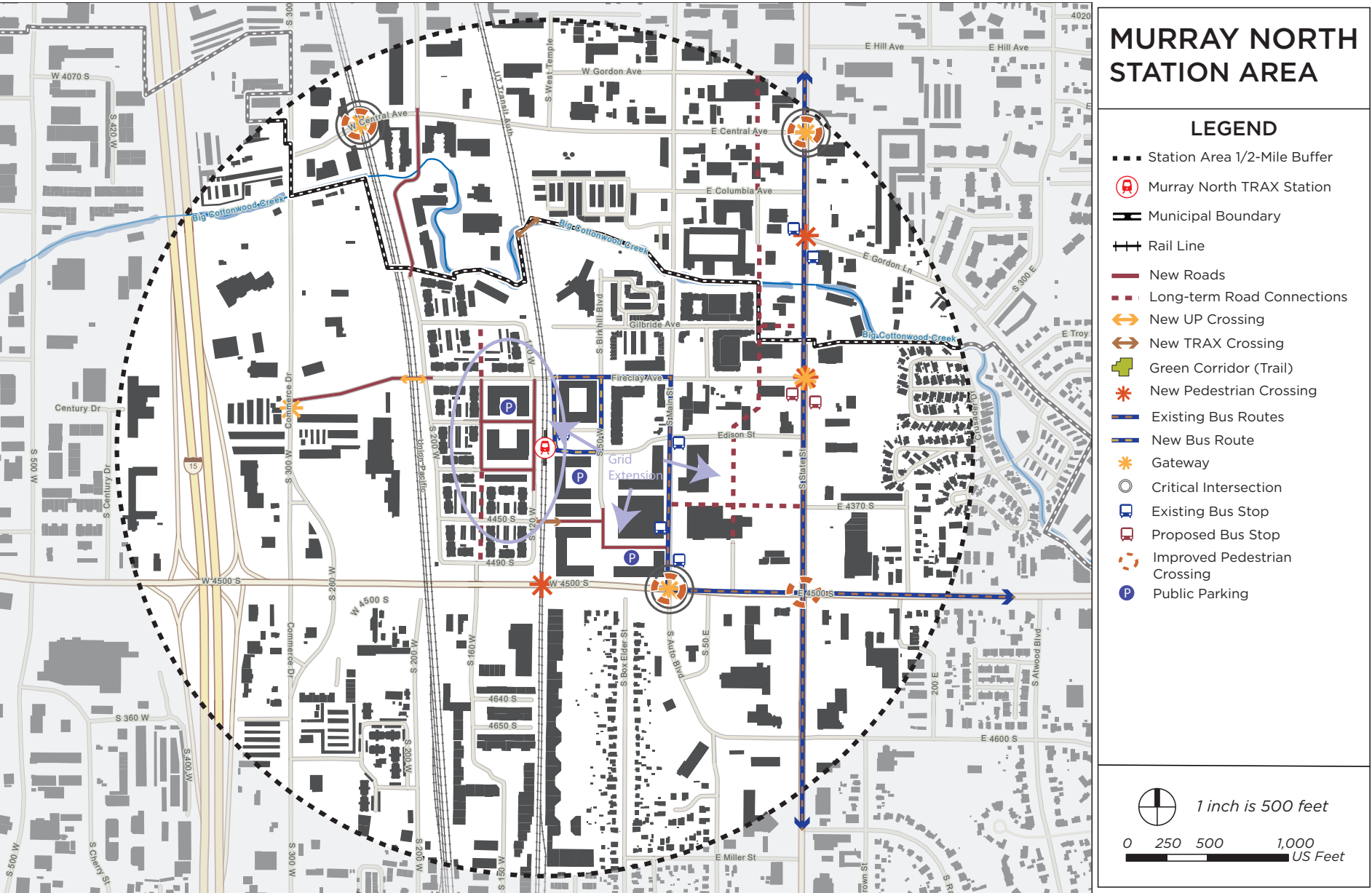
DESIGN OF NEW STREETS

The design of new local-level streets in the station area should reflect the best features of the established TOC streets, found on stretches of Birkhill Boulevard, Fireclay Avenue, and Gilbride Avenue.

These features include:

- A significant portion of the cross-section width (even half or more in some cases) is dedicated to pedestrian space.
- Wide pedestrian realm on both sides: 20 feet minimum and up to 25 feet
- The through zone of sidewalks should be 8 feet minimum.
- Street trees – either in grates or in drought-tolerant landscaped areas
- Street furniture – seating, signage, and pedestrian-scale lighting, in accordance with the Fireclay TOD Design Standards
- On-street parking (likely parallel in most cases) alternating with curb extension bulb-outs at intersections, important or marked mid-block pedestrian crossing locations, and other locations where an extension of the pedestrian realm is desired

FIGURE 6.16: BLOCK PATTERN EXPANSION



- Features that keep traffic moving slowly – narrow roadways, roadway lane constrictions, lateral shifts, and small traffic circles
- A high-quality relationship to adjacent land uses, emphasizing pedestrian access and transition spaces (“yards”)

The Fireclay Master Transportation Plan laid out a series of street types, many of which have been implemented on new streets in the district. Generally, the directive of this typology should be continued. However, most new street opportunities in the area will fall into the No. 5 Residential Street Type. The proposed “New Local Street” profile shows how the guidelines for this type can be updated for future local-level, mixed-use streets, combining the most successful

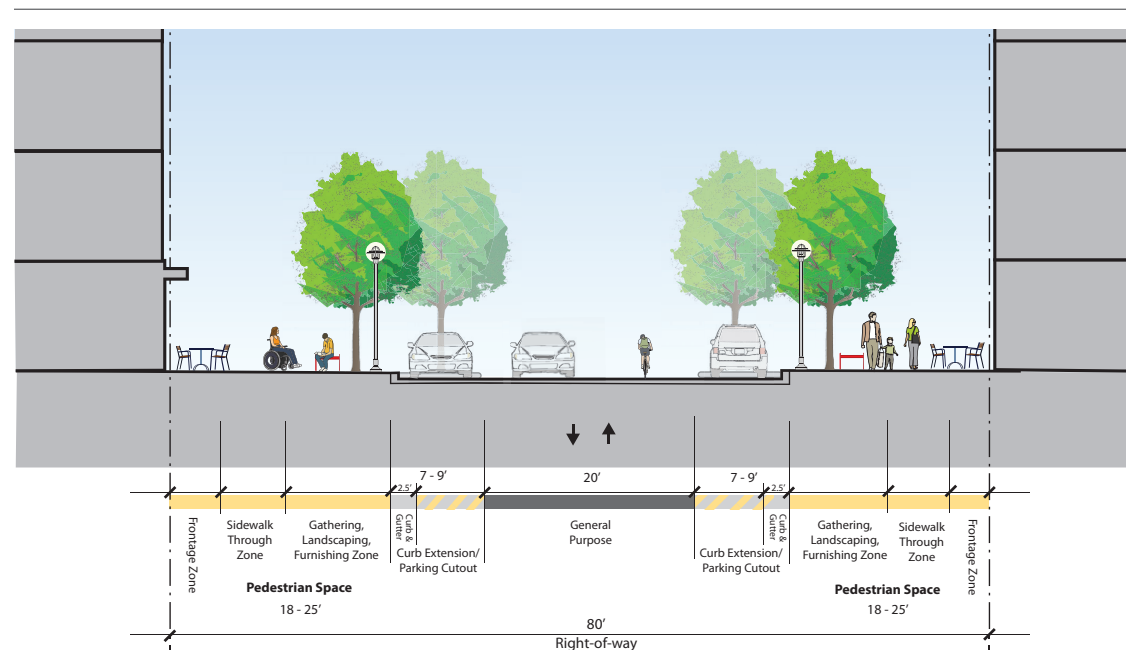
features of Fireclay area streets. In this update, the right-of-way is increased to 80 feet, generally widening the pedestrian space and narrowing the vehicular space. The Fireclay Transportation Master Plan’s guidance for alleys, trails, and paseos should especially be continued.

As a new alternative for some especially low-traffic volume street segments, a “woonerf” shared street design could be considered, which would create an even more walkable, slower environment. A proposed profile is shown as “New Shared Street.” An example of an application would be a segment of new street on the UTA site with highly activated ground floor uses (i.e. retail, restaurant, or residential front doors/stoops) for a shared street segment like this. Motor vehicles would

be allowed but would be treated as “guests” and the space would be primarily oriented to people walking, gathering, dining, playing, or bicycling/scooting/skating slowly.

The new streets need to conform to fire code, and so must preserve 20 feet of roadway width everywhere. Aerial access to structures will be necessary along many stretches of new and reconfigured streets, requiring a minimum 26-foot-width for ladder trucks to set up. The Plan recommends this access be incorporated strategically—integrated at the district’s frequently spaced intersections and in parking pockets along each street. The “New Local Street” concept shows how these requirements should be incorporated.

FIGURE 6.17: PROPOSED CROSS SECTION OF NEW STREETS



New Local Street
Proposed Cross Section

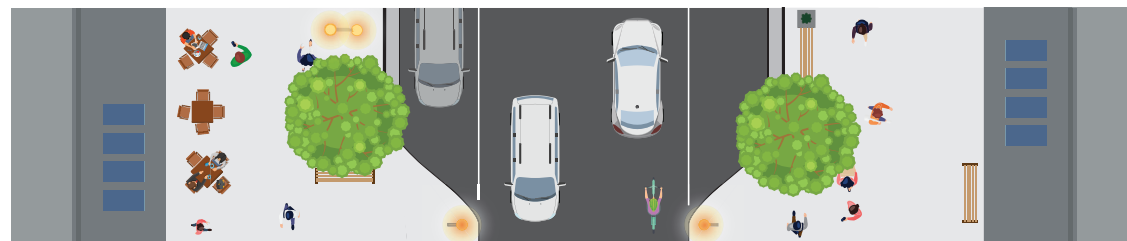
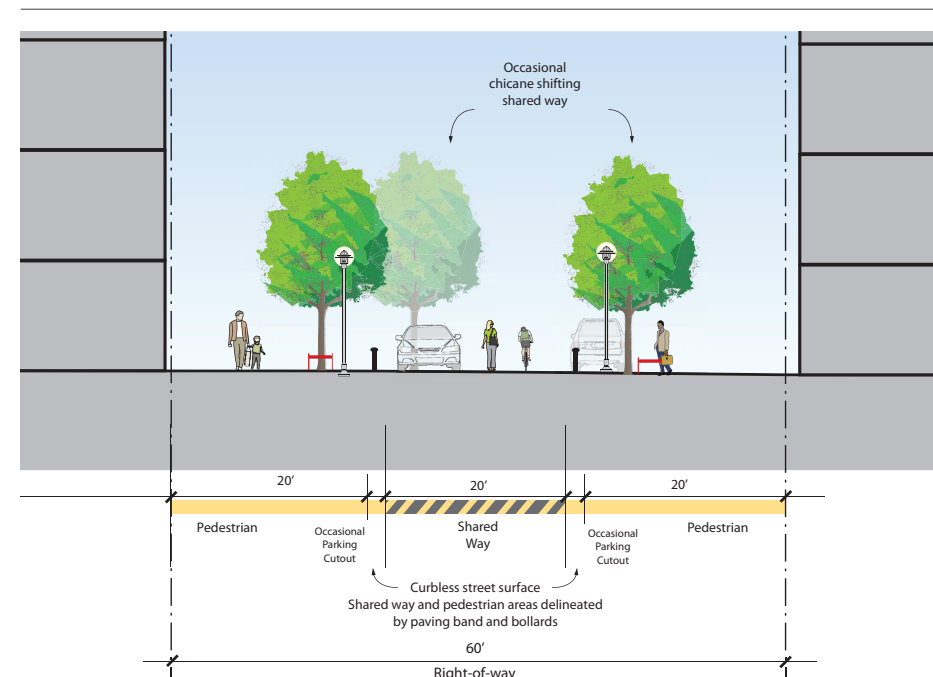
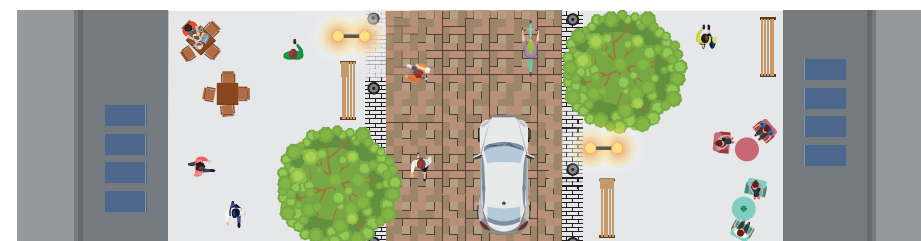


FIGURE 6.18: PROPOSED CROSS SECTION OF A NEW SHARED STREET



New Shared Street
Proposed Cross Section





“WOONERF” EXAMPLE OF A SHARED STREET

NEAR-TERM CONNECTIONS: PAIR WITH NEAR-TERM TOC OPPORTUNITIES

The station area has several properties immediately adjacent to the established TOC area owned by public entities, for sale, or entitled for development.

Within these sites, there are a few key street connections to make, some of which have already been included in established local transportation plans:

Birkhill Boulevard to the south: As part of a redevelopment of the UTA land southeast of the station, Birkhill Boulevard will extend to the south and turn east to intersect with Main Street.

Brick Oven Way to the north: As part of the redevelopment of the area north of Big Cottonwood Creek, Brick Oven Way will extend to the north from the Avida area, parallel to the Union Pacific rail tracks, to intersect with Central Avenue.

4450 South to the east; TRAX crossing south of station: An opportunity to improve the street network in the opportunity site southeast of the station is to connect 4450 South across the TRAX line to Birkhill Boulevard. This connection will ideally include a crossing of the TRAX rail tracks to connect with 4450 South in

the current Brickgate area. Evaluation of this opportunity for an at-grade crossing will be challenging and will need special safety features at the crossing. However, this connection would better integrate the Brickgate development into the overall TOC area and increase connectivity, redundancy, and resiliency throughout the station area, for all modes. Otherwise, there is a very long stretch of TRAX that becomes a barrier between the 4500 South frontage road and Fireclay Avenue.

Each of these street connections should be planned and designed along the lines of the concept and features described above for new local streets.

LONG-TERM CONNECTIONS

Outside of the core of the station area, there are several potential development sites that the Plan assesses as long-term redevelopment opportunities. These lie between Main Street and State Street; north of Central Avenue; and west of the Union Pacific tracks (likely needing the Fireclay Avenue extension to the west). They also include industrial areas south of 4500 South and even, in the long term, the Brickgate/Avida area. An essential component of redevelopment of these areas is a set of new streets that extend the TOC small block network. Like the near-term street connections, in general these streets should follow the block pattern and street design guidelines above. The following discusses considerations for new streets in some of these specific long-term areas:

- **Area between State and Main Streets:** This area currently has some transit-oriented development but most of the area belongs to the motor vehicle-oriented commercial uses along State Street. Much of this area is just a few very large blocks with some dead-end streets such as Artesian Well Lane. If these areas are redeveloped, the Plan envisions a consistent north-south street between State and Main Street, similar to Major Street between Main and State Streets further to the north in Salt Lake Valley. In addition, if the current Deseret Industries property redevelops, the Plan envisions a new street link running through the site between Main Street to State Street, helping to create the small block pattern that exists in the core of the station area.
- **Brickgate/Avida area:** If this area redevelops in the longterm, the street network should be completed through the area and, if the Atlas Roofing Corporation property is redeveloped, connect to the streets in that property to form a small-block grid, similar to the east side of the TRAX tracks. The key improvement would be a north-south street running between Brick Oven Way and 120 West.
- **160/150 West:** Improving this corridor, currently privately owned, for active transportation could be a good alternative to the envisioned TRAX trail south

of the core Station Area. The street is a direct extension of the 150 West bridge from the Brickgate area. Especially if land uses begin to transition away from industrial, it will make sense for the City to purchase the street and invest in improvements for walking and bicycling. The Plan, however, identifies Box Elder and Hanauer Streets as the higher-priority opportunities for making this connection due to their existing residential land use.

Crossing Major Barriers

Major barriers are one of the station area's largest challenges. The large roadways of State Street and 4500 South, the UP and TRAX rail tracks, Big Cottonwood Creek, and even I-15, form physical and psychological barriers to accessing the area and linking it to surrounding neighborhoods and activity centers. While these features pose barriers for all modes, the most critical are active transportation modes, especially walking.

Following are the most relevant and significant barriers and the Plan's recommended strategies to overcome them.

CROSSING 4500 SOUTH

4500 South is a major State Route arterial roadway running along the southern edge of the core of the station area,. Much of it is in a trench, below grade which forms a physical moat between the station area core and the central neighborhoods and historic downtown of Murray to the south. The two relevant existing crossings of the street are Main Street and State Street. The Plan proposes an additional pedestrian crossing. All are discussed below.

MAIN STREET / 4500 SOUTH IMPROVEMENTS

This is the most practical crossing of 4500 South to improve in the near term. Main Street is the station area's most important north-south multimodal street corridor and although Main Street becomes Auto Boulevard at 4500 South and swings east to State Street, travelers heading southbound can connect to downtown Murray via Box Elder Street or, if a short connection is made in the future, Hanauer Street. Crossing improvements for the Main Street/4500 South intersection will be important to make a safe physical and psychological connection between the station area core and the historic core of Murray.

Recommended improvements include:

- Smaller curb radii at all four corners that balance needs of trucks with pedestrians
- Leading pedestrian interval signals

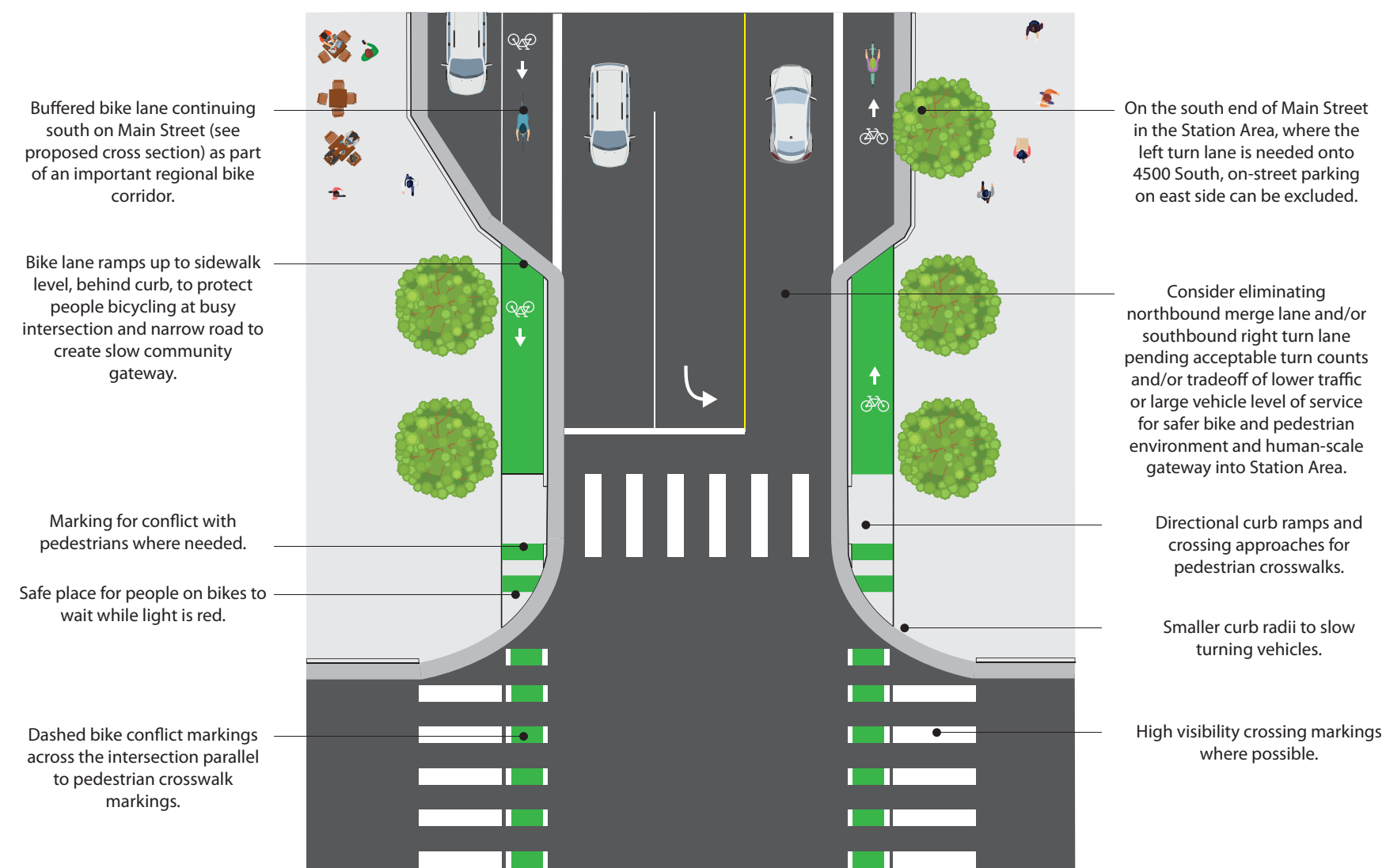
- Dashed green bike lane markings across 4500 South
- Curb extensions across Main Street
- High visibility crosswalk markings across 4500 South
- Narrowing of lanes to create the opportunity for either curb extensions into 4500 South or a median pedestrian refuge island

These improvements will need to be coordinated and refined between Murray City and UDOT Region Two.

STATE STREET / 4500 SOUTH IMPROVEMENTS

As a critical junction of state highways, the State Street/4500 South intersection will be difficult to improve significantly for pedestrians. Some of the recommendations listed above could be considered for this intersection as well, but the priority for vehicular traffic and maxing out of the roadway space for vehicle lanes leave little room for significant pedestrian improvements. However, if some combination of shoulder space, lane width, and turn lane elimination could be found, median refuges on the crossing of either direction could make a substantial difference.

FIGURE 6.19: PROPOSED MAIN STREET/4500 SOUTH IMPROVEMENTS





NEW PEDESTRIAN BRIDGE / OPEN SPACE ALONGSIDE TRAX

To provide a high-quality link across 4500 South, the Plan envisions a new pedestrian bridge extending the proposed north-south greenway trail southward from the station core. This bridge takes advantage of the “trench” nature of the current 4500 South configuration. The supports of the bridge already exist, only the bridge itself is needed. Because of this advantage, and the overall vision for the greenway, the Plan envisions this bridge being wider and including plaza/ open space in addition to a pathway—a mini “lid” over the roadway reinforcing a physical and psychological connection to downtown Murray.

This connection could be constructed in a few different ways 1) as an extension of the existing TRAX bridge structure; or 2) as a separate structure, likely to the west, where clearance over 4500 South below is higher. Sight distance to the signal at Main Street should be considered when determining the bridge’s location.

160 WEST

This connection currently connects land uses are not complimentary. As this area redevelops in the future, or a greenway connection cannot be made at the intended sections, an alternative greenway connection can be explored on 160 West.

STATE STREET

State Street runs through the eastern end of the station area. The street connectivity to the east is challenging. But there is nearly a full mile (.85 mile) between 3900 South and 4500 South without a crossing of State Street. This plan proposes two new crossings of State Street in conjunction with new and improved UTA bus stops at Gordon Lane and Fireclay Avenue.

Gordon Lane provides the best access from the east, while Fireclay Avenue is planned to be the station area’s primary east-west corridor, with planned extensions to the west, passing under the UP tracks.

Each crossing would likely need to include a pedestrian hybrid beacon (PHB) that stops traffic with a red light, allowing pedestrians and other active transportation users to cross. A median refuge island, ideally landscaped along the lines of other State Street crossings, should also be considered.

UNION PACIFIC RAIL LINE

The Union Pacific (UP) rail tracks form a barrier to the west separating the core station area from potential redevelopment sites along the 300 West corridor, as well as bus transit and active transportation connections.

FUTURE FIRECLAY CONNECTION

In 2006, Murray City evaluated three options to extend Fireclay Avenue to 300 West. The preferred option was to take Fireclay under the UP rail. However, the study determined that, to do this, Fireclay must be lowered by about 16 feet and that transition would need to extend approximately 500 feet to the east. The cost estimate for the bridge in 2008 was about \$25 million. The City estimates that the cost to do this in 2030 would exceed \$100 million. In addition, the lowering of the street would cause major disruption to the neighborhood and decrease connectivity in other ways.

The Plan nevertheless recommends including a grade-separated connection under or over the U.P. tracks in the future. It would likely need to be part of a larger redevelopment of the area. But if other opportunities arise, it should be noted that this is a major priority for the area. This connection between the station area and 300 West creates broad value for the area by improving street connectivity, improving access for those coming from I-15, increasing public safety access, and minimizing the island effect for the apartments on the west side of the station.

BIG COTTONWOOD CONNECTION

The widening of the Big Cottonwood Creek culvert running under the tracks should be considered to include the envisioned trail along the creek.

Create Trail Spines Both North-South and East-West

Trails comprise one of the largest opportunities for the Murray North Station area. Trails can increase station access, create recreation opportunities, and facilitate regional connections. The Plan envisions the station area facilitating two main trail corridors, one north-south along the TRAX tracks; and one east-west along Big Cottonwood Creek. Both of these corridors have initial trail segments that can be continued.

NORTH-SOUTH TRAIL ALONGSIDE TRAX

A pathway currently runs along the east side of TRAX from Fireclay Avenue to Big Cottonwood Creek, where it turns east. The Plan recommends extending the trail southward across Fireclay Avenue (with a high-quality crossing), alongside the station platform, then south through the proposed redevelopment area south of the station. When these properties are redeveloped, the trail on the east side of the tracks should be incorporated as an integral part of the development. With a trail along the east side of TRAX (north of the station), a trail planned on the west side of TRAX (north of the station), and public right-of-way on the west side of TRAX (south of the station), this southeastern segment is one of the last barriers to a big connection along both sides of TRAX.

Utilizing the envisioned pedestrian bridge alongside the TRAX bridge over 4500 South, the trail should continue along TRAX through this area toward the Murray Central Station. Future redevelopment in the area south of 4500 South could be the catalyst to build this link. It is likely that more right-of-way would be needed to build a trail with a similar offset from the tracks in this segment, as for example, the Porter Rockwell Trail in Sandy, south of 9000 South, also along the TRAX Blue Line.

4500 South pedestrian crossing: The Plan recommends a new grade-separated pedestrian crossing over 4500 South (see Cross Major Barriers section). This is envisioned to be a bridge or “lid” at or near where the trail alignment approaches 4500 South, which is sunken below grade at that point. This bridge could be constructed as an extension of the existing TRAX bridge over 4500 South, or as a stand-alone pedestrian bridge. Pending engineering analysis, this piece of infrastructure could leverage the sunken nature of the 4500 South roadway, with many of the “supports” of the bridge already in place. The bridge could be designed as a wider platform that is an extension of the greenway along the TRAX line, especially if integrated with potential new redevelopments on both sides of the 4500 South corridor.

To the north from where the existing pathway bends at Big Cottonwood Creek, the key connection will be getting the trail to Central Avenue. This will likely need to happen on the west side of the TRAX and utilize either the planned west-side trail and/or the envisioned trail crossing under the bridge at Big Cottonwood Creek. This general node, where the east-west and north-south links of the trail converge, is envisioned as a place of activity within the greenway network and could include seating, shade, play spaces, small commercial kiosks/shipping containers, or other features.

EAST-WEST TRAIL ALONG BIG COTTONWOOD CREEK

Between TRAX and Main Street, a pathway runs along Big Cottonwood Creek, the continuation of the north-south segment mentioned above. The Plan recommends the extension of this trail link both westward, with the intention of connecting to the Jordan River Parkway, and eastward, across State Street into the neighborhoods of Murray. The Seven Canyons Trust’s Seven Greenways Plan describes this stretch of Big Cottonwood Creek as an opportunity area in the 10-year range. That plan aims to “create a trail connection along Big Cottonwood Creek, add seasonal boat ramps, create a floodplain in open lots, and restore riparian habitat.”

Westward, the trail must first cross TRAX. The Plan recommends seeking to fit the trail along the creek under the existing TRAX bridge. West of TRAX, the trail should be integrated as part of the upcoming development between Big Cottonwood Creek and Central Avenue. Then the trail must cross the Union Pacific rail tracks. Because of this constraint, it may make the most sense to route the trail north to Central Avenue to share that street’s grade separated crossing under the UP tracks. Alternately, pending engineering analysis, a widening of the creek culvert under the tracks could be pursued.

Further west, the trail will need to cross one more major barrier, Interstate 15, before reaching the Jordan River Parkway. With no link across the freeway of any kind for about .4 miles in either direction, it may make sense to explore widening the Big Cottonwood Creek culvert under the freeway to make the connection, or to explore a pedestrian bridge, depending on the regional importance of the Big Cottonwood Creek spur of the Jordan River Parkway.

The eastward extension has its own challenges but could be feasible. Currently, the trail ends at Main Street but resumes informally in a driveway connected to the Birkhill on Main multifamily building. If this link becomes an official segment of the trail, it would then need to run for another 200 feet before reaching State Street, currently occupied by the Barbary Coast Saloon parking lot.

If the trail can reach State Street, a crossing of State Street will need to be considered alongside the the recommended Fireclay Avenue and Gordon Lane pedestrian crossings. Ultimately, which State Street crossings are built will need to balance a range of factors to capitalize on the best opportunities for the trail, any redevelopment and opportunities to integrate the trail, and the recommended bus stop locations.

TRAIL DESIGN CONSIDERATIONS

Both trail corridors should be built with high-quality design, with attention to smooth asphalt or concrete surface, following the guidance of the Fireclay Transportation Master Plan, except a width of 12 feet should be considered where possible. Where the trails cross streets, they should include high-visibility crossing elements such as crosswalk markings and signage. Amenities such as seating and signage should also be considered along the trail corridors. The trail system should also include a wayfinding system with maps. The TRAX trail will need to be on private or dedicated property.

Increase Multimodal Station Access

The Murray North Station has the opportunity to transition from a suburban, auto-oriented station to a people-focused, walkable station. Although much of the

development around the station is walkable, the “front door” of the station and immediately surrounding area is focused on motor vehicle access and storage. Transitioning the station itself to be more focused on people space would be a major step toward accomplishing the Plan’s goal to create a complete station area community.

The Plan lays out a series of key moves that help accomplish this, in coordination with the other Plan recommendations, many of which will improve station access.

PARKING LOT TO PLAZA CONCEPT

Unlike many TRAX stations, the Murray North Station is tucked into a neighborhood, away from busy arterial roads. This creates the opportunity for the station to nestle alongside a great public space set among the area’s transit- oriented housing. When passengers currently arrive at Murray North Station, they walk into a large parking lot. The Plan envisions arriving passengers walking into a welcoming plaza that is the heart of the neighborhood.

In order to achieve this vision, the Plan recommends, as part of a redevelopment of the UTA property east of the station platform, to build a central plaza closely connected to the station platform and surrounding buildings. The plaza would be made possible by relocating the station parking to a series of other structured locations (see following sections) and reconfiguring the bus loop to run into the site from Fireclay Avenue as it does currently but turning east alongside the new building facade to connect with Birkhill Boulevard. This would be a one-way loop. The plaza should also incorporate the trail and greenway, and most importantly, it should be surrounded by the recommended activating uses as part of the redevelopment.

RECONFIGURED BUS LOOP AND PARKING

In order to allow the front (east) door of the station to be walkable and transit-oriented, the Plan also recommends the following reconfigurations to the vehicle and bus access to the station:

It is recommended that the 237 parking spaces not be reduced even though the park and ride is currently underutilized. The addition of the grocer and the community use is projected to increase the need for public parking. These new parking spaces should be incorporated into new structured parking shared with the other uses on the site, ensuring direct access to the platform. Many of these spaces would ideally be shared with other uses such as the planned anchor

destination use or new residences. These new parking structures would be located at the new community anchor use south of the plaza and potentially on the Atlas Roofing site. The community anchor structure would ideally be accessed by vehicles from Birkhill Boulevard, allowing for direct, quality pedestrian connection to the TRAX platform via the planned plaza.

The bus access loop should be reconfigured to be a one-way loop from the current entry off Fireclay Avenue, around the plaza-facing facade(s) of planned new building(s) on the north side of the current UTA parking lot site, and connect to Birkhill Boulevard/50 West.

This reconfigured loop will need to include the following “end of line” elements:

- Four bus bays sufficient for the number of existing and future routes
- Space and utility connections for an operator restrooms and breakroom
- The ability to access the bus loop in a timely and safe manner (i.e. If traffic is such that it is a barrier to accessing a bus loop then a traffic signal may be required.) This may not be an issue at this location depending on project traffic volumes.
- Seamless accessibility between connecting modes (passengers have a very direct, very short walk from the bus stop to the platform)
- For the recommended configuration, the bus would not turn around but instead route around the “block” of the planned new building(s). If a bus loop is needed, sufficient space must be provided (minimum 25-foot interior radius and minimum 55-foot exterior radius). An alternative configuration would simply shorten the existing bus loop and keep the existing configuration.

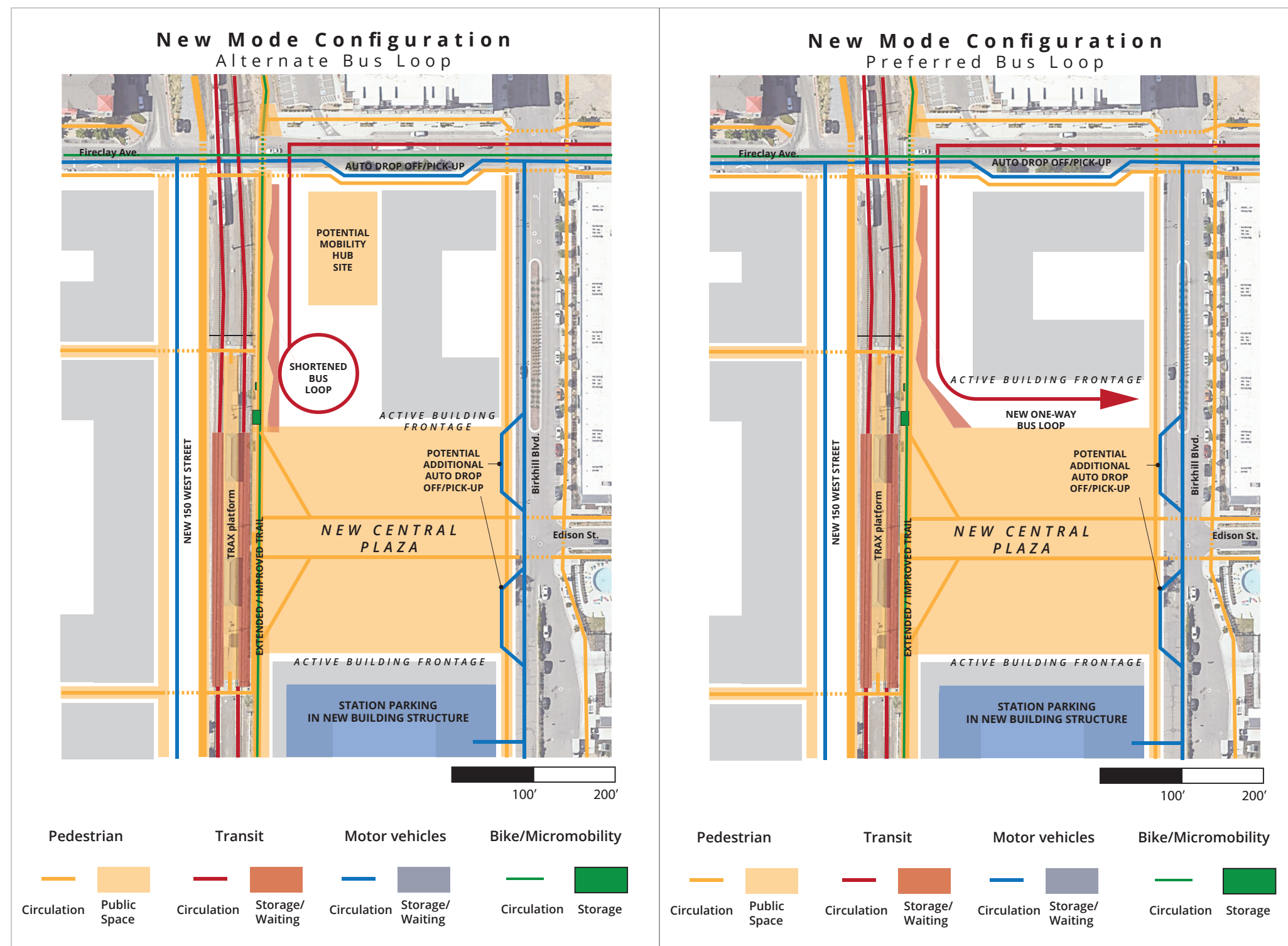
This new bus loop will need to be for buses only however, it can also double as emergency vehicle access for the new building(s) and plaza.

Ultimately, the bus loop reconfiguration will allow a better pedestrian connection from the station platform to the public space of the plaza while still maintaining quality transit connections among bus and TRAX.

Improve the Pedestrian Realm

In addition to the larger moves discussed above (the greenways, new streets, barrier crossings, and central plaza), the station pedestrian environment will benefit from smaller improvements. These include:

FIGURE 6.21: NEW MODE CONFIGURATIONS FOR ALTERNATIVE BUS LOOP



SIDEWALKS AND PEDESTRIAN REALM

While the station area has many streets with wide, well-streetscaped sidewalks, some existing streets have their original narrow industrial sidewalks. The Plan recommends widening these sidewalks when redevelopment occurs in accordance with the Fireclay TOD Design Standards.

INTERSECTIONS

Intersections in the station area, and especially the core, should be compact, with short crossing distances, small curb radii, and plentiful pedestrian space.

Make Additional Bike Connections

The north-south and east-west greenway trails recommended above will provide the best longer-distance bicycle connectivity to/from the TRAX station and in/out of the station area. The station area's local streets in its core are envisioned to function at low enough vehicle speeds and volumes to be safe for bicycling in the roadway. But because of the multiple barriers around the core of the station area, there are few good bicycle corridors through the area. The Plan recommends the following improvements:

MAIN STREET BIKE LANE EXTENSION

Main Street is the one longer-distance on-street bicycle corridor that can be successfully improved through the station area. It is part of a bike corridor that extends through much of Salt Lake Valley, so improvement of it has regional implications. The Plan recommends to extend the bike lanes on Main Street on the Millcreek (north) side of the station into Murray, to 4500 South. This would best occur by eliminating the center turn lane for most of the corridor and adding bike lanes, while keeping the existing on-street parking pockets. The center turn lanes are expendable along much of this corridor due to the lack of driveway accesses, especially between Big Cottonwood Creek and Fireclay Avenue. The center turn pocket can be preserved at Gilbride Avenue. South of Fireclay, there is more leeway for preserving the center turn lane, and, if needed, the on-street parking can be eliminated on the east side to make room for the bike lane.

It will also be important to create a safer crossing of 4500 South for bicyclists (see recommended crossing improvements in the Cross Major Barriers section).

Main Street corridor continuation: Main Street ends south of 4500 South but its regional bike route can continue via Box Elder Street into historic downtown Murray (cyclists can continue along Cottonwood Street, which runs into Midvale). The Plan recommends bicycle improvements to the 4500 South crossing and wayfinding/pathway improvements through the existing grass island to connect to Box Elder Street. An alternative is to connect Auto Boulevard with the Hanauer Street cul-de-sac through approximately 100 feet of the existing Caliber Collision parking lot.

EAST-WEST ROUTES

While Main Street provides a clear regional bicycle route through the core of the station area, no such option exists for east-west travel. This is largely due to all the north-south barriers (TRAX, Union Pacific, I-15, State Street) as well as disconnected local street networks east and west of the station area. As is mentioned above, a greenway trail along, or parallel to, Big Cottonwood Creek will likely be the best solution to east-west bike travel in the area although this concept also faces the challenges of the north-south barriers. In most regional active transportation plans the station area lacks planned east-west routes. That said, the best on-street routes will likely be:

- 3900 South for longer-distance east-west travel on the north end; 3900 South crosses all the barriers, including I-15, without an interchange and is envisioned to have an on-street pathway (which has been initiated between TRAX and Main Street). Main Street, and/or the envisioned trail along TRAX can serve as a link from the station area core to this bike corridor.
- Central Avenue, as a link to get across the Union Pacific tracks, combined with Gordon Lane, as a way to cross State Street and link eastward; Establishment and improvement of these crossings are the most

important improvements to create a slow, walkable design for Central Avenue where cyclists can mingle with slow moving auto traffic. This is also an important investment for this route. 4800 South for longer-distance east-west travel on the south end; Like 3900 South, 4800 South crosses the key barriers and does not have an I-15 interchange. Like 3900 South, a link to the station area core via the envisioned TRAX trail or the extension of Main Street (via Box Elder or Hanauer) will be important.

Make Connecting Transit Improvements

The station is not currently a major bus transit node but it does include some important bus connections. These could become more important in the future if new development occurs and new links become available. The two most important routes are the 205, which links directly to the TRAX station and carries just over 700 riders per day, and the 200, which runs along State Street parallel to TRAX about .25 mile away and carries nearly 1,700 passengers per day. For recommendations on the station bus access configuration, see the Increase Multi-Modal Station Access section.

200 ROUTE STOPS

The Plan recommends adding two State Street stops at Fireclay Avenue, along with the pedestrian crossing mentioned above. These will go alongside the Gordon Lane stops, which will also receive a pedestrian crossing. These two stops provide access to/from the 200 Route from the east and the west (in the station area).

POTENTIAL FUTURE CONNECTING SERVICE

Extending Fireclay Avenue westward under the Union Pacific Rail tracks will improve the station’s potential as a bus transit node. This connection to 300 West from Murray North Station creates transit travel time benefits for routes coming from the west, specifically Route 47, which is planned to serve Murray North Station instead of Murray

Central Station when the Midvalley Connector bus service is implemented. The connection to 300 West makes it possible for UTA to consider bus service on 300 West with through service to Murray Central Station and continuing on West Temple to areas further north.

SUPPORTING TRANSIT

An important part of connecting transit is the set of other modes that may become available to riders in the future: On-demand shuttles (such as the VIA run service in parts of the region); dockless scooters and e-bikes; and docked bikes such as Greenbike. These modes help extend the area’s reachability in a transit trip and should be included in the station in the future.

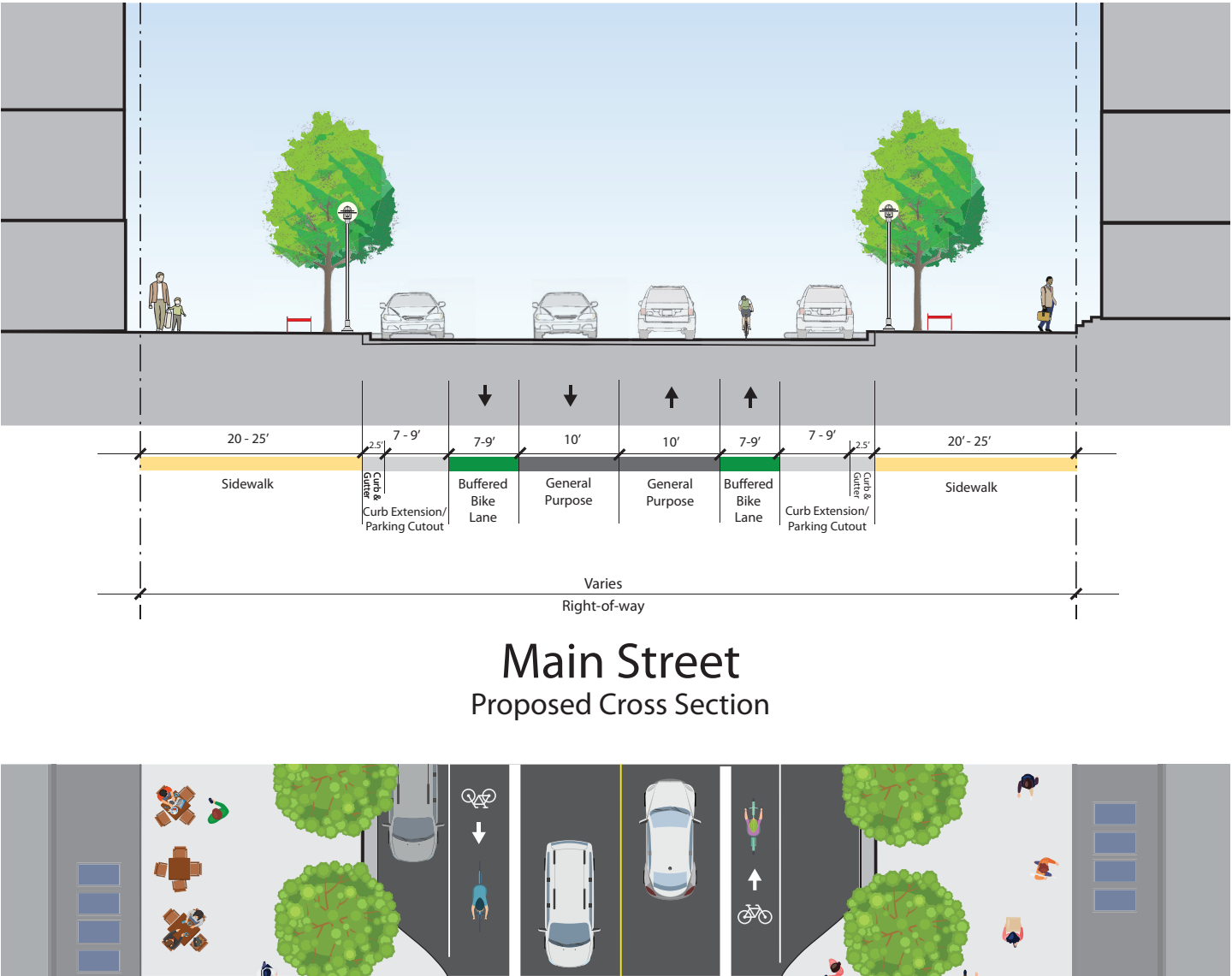


FIGURE 6.22: PROPOSED MAIN STREET CROSS SECTION

LIVABILITY AND URBAN DESIGN

Overall Design Concept

The urban design concept provides an opportunity to unify the current collection of housing by transforming the core of the station area into a thriving neighborhood that can expand to the north, south, east, and west over the next 20 or more years to become a vibrant transit- supportive neighborhood. Residents and visitors can recognize that they are not only in the Murray North Station Area, but also in a separate neighborhood thanks to a hierarchy of signage, wayfinding, streetscape, and massing/ building design components.

The core of the station area is branded “Fireclay” this branding is easily recognizable and builds on the area’s industrial past. The Fireclay brand can

provide the area with a unique feel.

The Fireclay brand, including streetscape, furniture, and overall look and feel, should be continued throughout the station area to provide context and a sense of place. Subareas can build on the Fireclay brand to create unique and easily identifiable areas within the overall station area.

Community Building Through Design

Moving the Fireclay area beyond a collection of housing and into a true neighborhood requires changes in the built environment to create a place that is naturally active and does not rely on outside programing. In short, the future design and development of the Fireclay neighborhood should focus on ways to increase stewardship and livability within the area. These objectives include:

- Increased quality of life

- Increased feeling of safety and security
- Neighborhood cohesion
- Building upon an identity
- Activated streets
- Increased shade
- Increased greenery
- Inclusivity for all ages
- Human-focused activities
- Gateways and branding

Gateways to the Neighborhood, Branding, and Wayfinding



This storefront is an example of what future mixed use should not aspire to. The railing and height above the sidewalk cuts off the storefront to the pedestrian realm. The storefront are also the same throughout the building and does not offer opportunities for businesses to bring their merchandise onto the pedestrian realm or distinguish themselves from the other businesses adjacent to them. Areas for increased signage are also limited to the windows, cutting off sightlines of the street or the business merchandise.



These storefronts have unique awnings that draws attention to the doorways and differentiates the doorways from the windows. The doors are also level with the pedestrian realm, which provides better accessibility and allows seamless transition from indoor to outdoor use. Adding more pedestrian elements or public art around the utility box would elevate these storefronts even further.



The difference between the materiality of the ground level and the housing above brings focus to the storefronts. The differences in window dressing (lighting for the Utah Mining Association and blue awnings for IMAGO) brings a more interesting and enjoyable experience for pedestrians. Bike parking along the streetscape encourages users from other modes of transportation. This is one of the best examples of mixed use and active storefronts in the station area.

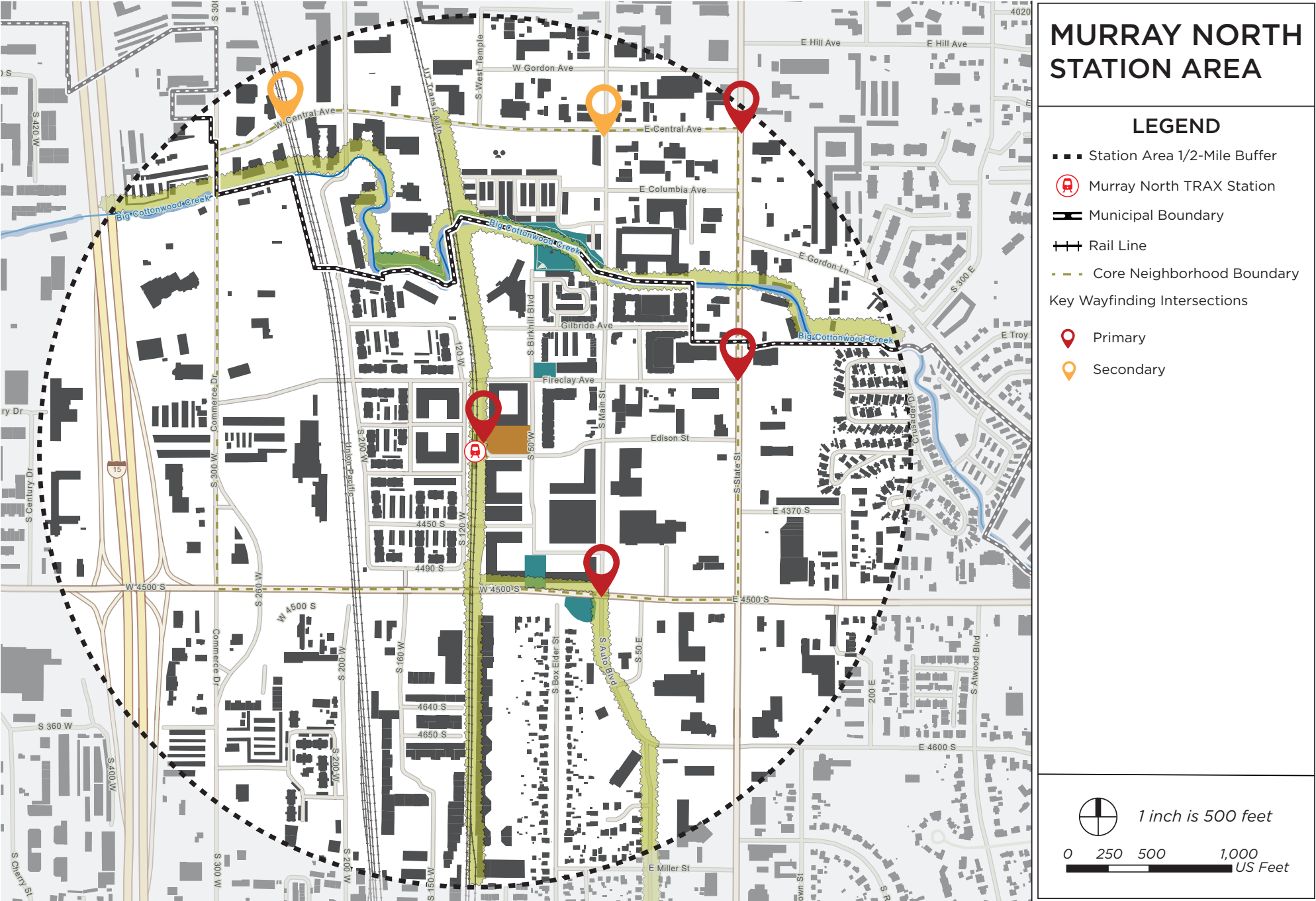


FIGURE 6.23: MURRAY NORTH STATION AREA WAYFINDING OPPORTUNITIES

Branding Fireclay as a neighborhood is essential to changing the perception of the area and increasing TRAX ridership. Having a distinct visual identity in this area helps with economic development by attracting more people and business. With this branding, Fireclay seeks to reprioritize the role that community plays in people’s lives, giving those who live and work in the area more ownership and stewardship over this area.

Primary gateway points leading into the core neighborhood should incorporate larger elements such as large public art pieces, signage with intersection visibility, and streetscape changes. These areas include:

- 4500 and Main
- State and Fireclay Ave
- State and Central
- TRAX Station/Station Plaza

Secondary Gateways are less visible from high-volume, auto-oriented roads and geared toward pedestrians and business patrons. These wayfinding elements include streetlight banners, smaller art pieces, and directional signage. Appropriate secondary gateways include:

- Main and Central
- Central and Future Brickoven Way

Traditional and exploratory wayfinding throughout the station area should be utilized as a strategy to encourage user groups to explore the area, to connect to amenities, and to bring awareness to the multi-modal transportation options present in the area. Potential wayfinding elements include:

- Sidewalk signage near the Front Gym directing people to the station platform
- Utilizing future UTA bus shelters along Main Street with Fireclay branding
- Continuing the Fireclay-branded lampposts throughout the neighborhood
- Adding streetlight banners throughout the neighborhood, especially at key intersections and the station platform.
- Adding a public art wall to buffer the back of Paris RV along Main Street

- Trail enhancements along Big Cottonwood Creek to direct pedestrians to green space and park space
- Enhanced trail signage along the Big Cottonwood Creek Trail and Main Street

Improving Major Multi-modal Corridors

FIRECLAY AVENUE

Fireclay Avenue is envisioned to become the primary east-west corridor for the station area, and to serve more of an important transportation connectivity role in the network for all modes with recommended extensions to the east and west. The template for Fireclay Avenue’s character has been initiated through several of the TOC developments of the last 15 years. Like Main Street, Fireclay Avenue has several blocks (in this case especially the north side of the street on either side of Birkhill Boulevard) that should be emulated on the rest of the corridor.

The interface between Fireclay Avenue and the station alongside the proposed “anchor” project in the existing UTA parking lot is an important relationship. This block will need to balance a welcoming entry to the new use with the functionality of the street, and particularly for bus transit.

Sidewalks will need to be added to Fireclay to fill the existing gaps:

- Just west of TRAX on the south side
- Between State and Main Streets on the south side

The primary change to the Fireclay roadway is the addition of a bike lane, which should be added according to the typical cross section concepts. East of TRAX, enough right-of-way exists to add the bike lanes out of the existing general-purpose lanes. West of TRAX, the on-street parking and curb bulb-outs can be removed to accommodate a bike lane in the roadway.

MAIN STREET

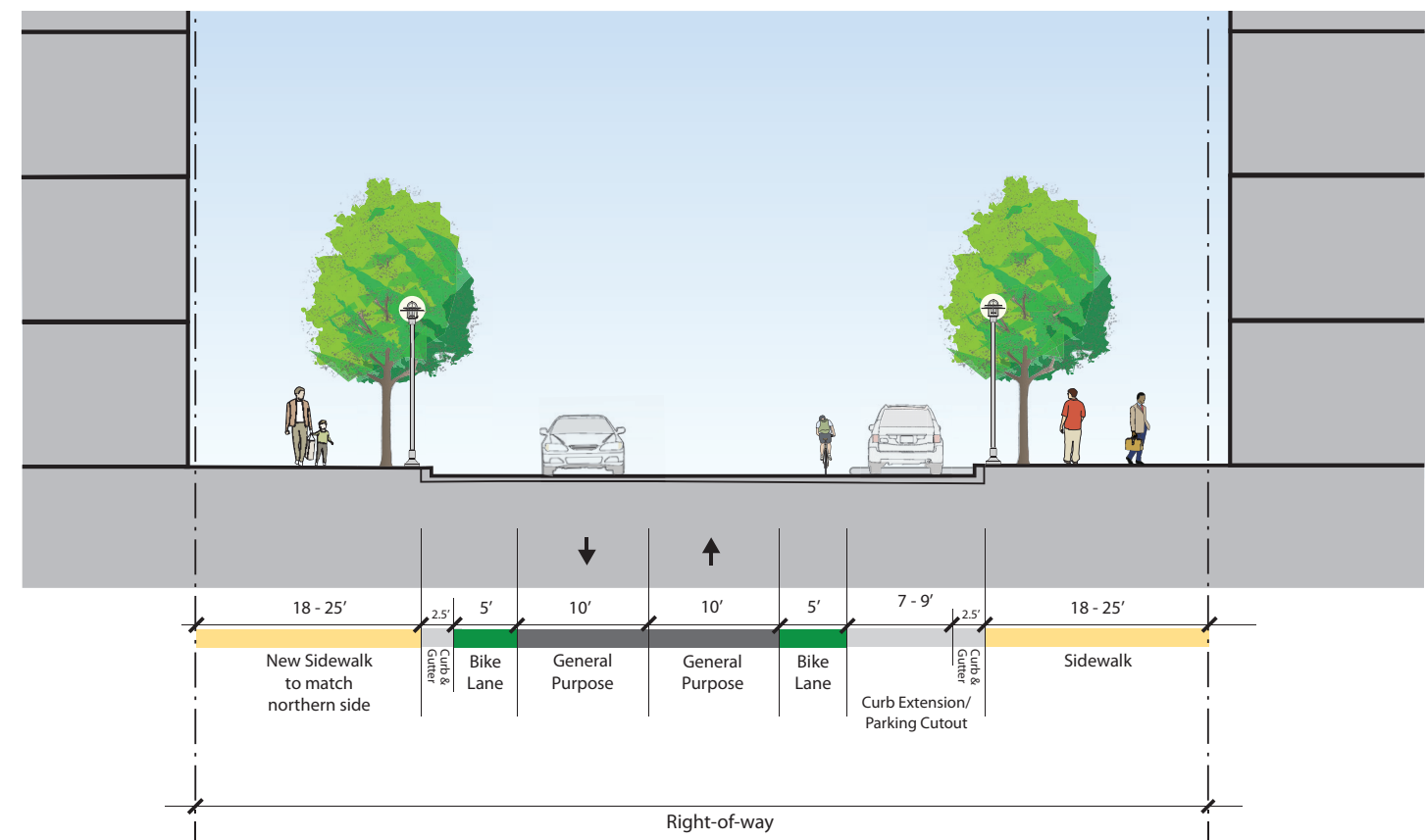
Main Street in Millcreek and Murray has seen more new development compatible with the vision of a transit-oriented community. It is currently lined with an increasingly dynamic mix of housing, commercial, and industrial uses. The design of the Main Street right-of-way is generally conducive to this mix, especially in the core of the station area.

However, as Main Street continues to transform into the heart of a TOC, the Plan recommends further improvements that increase pedestrian space, slow motor vehicle traffic, and increase safety and comfort for people on bikes (see Goal 3). The Plan recommends that the pedestrian realm of the northern segment of Main Street be transformed in a similar manner to that of the southern segment, with a wide sidewalk and curb bulb-outs, street trees, pedestrian scale lighting, and street furniture.

As the meeting of key corridors mentioned here, the Main-Central and Main-Fireclay intersections should be transformed to have a walkable sense of place, with curb extensions, small curb radii, and short pedestrian crossings; signature streetscape elements; and buildings that welcome with main entries, plazas, or yards.

FIRECLAY DESIGN GUIDELINES UPDATE

FIGURE 6.24: ENVISIONED TYPICAL CROSS SECTION OF FIRECLAY AVE WEST OF TRAX



Fireclay Avenue Envisioned Typical Cross Section West of TRAX

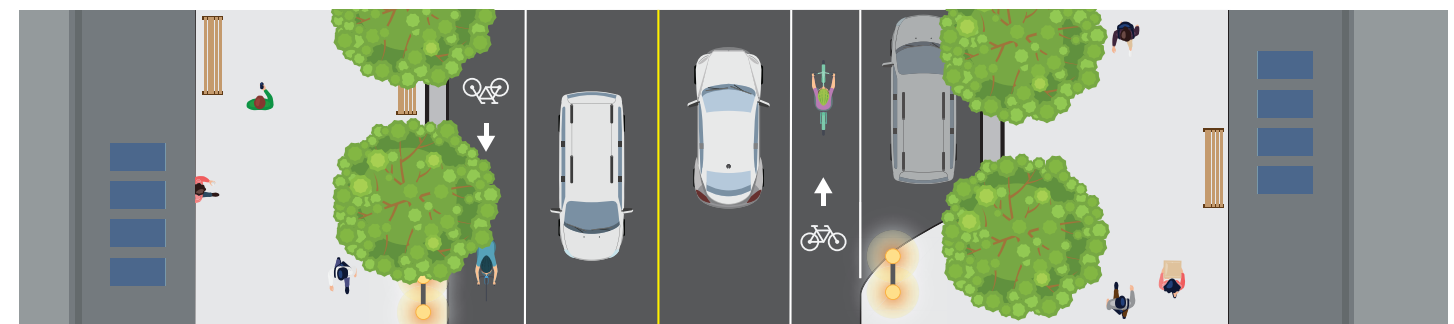
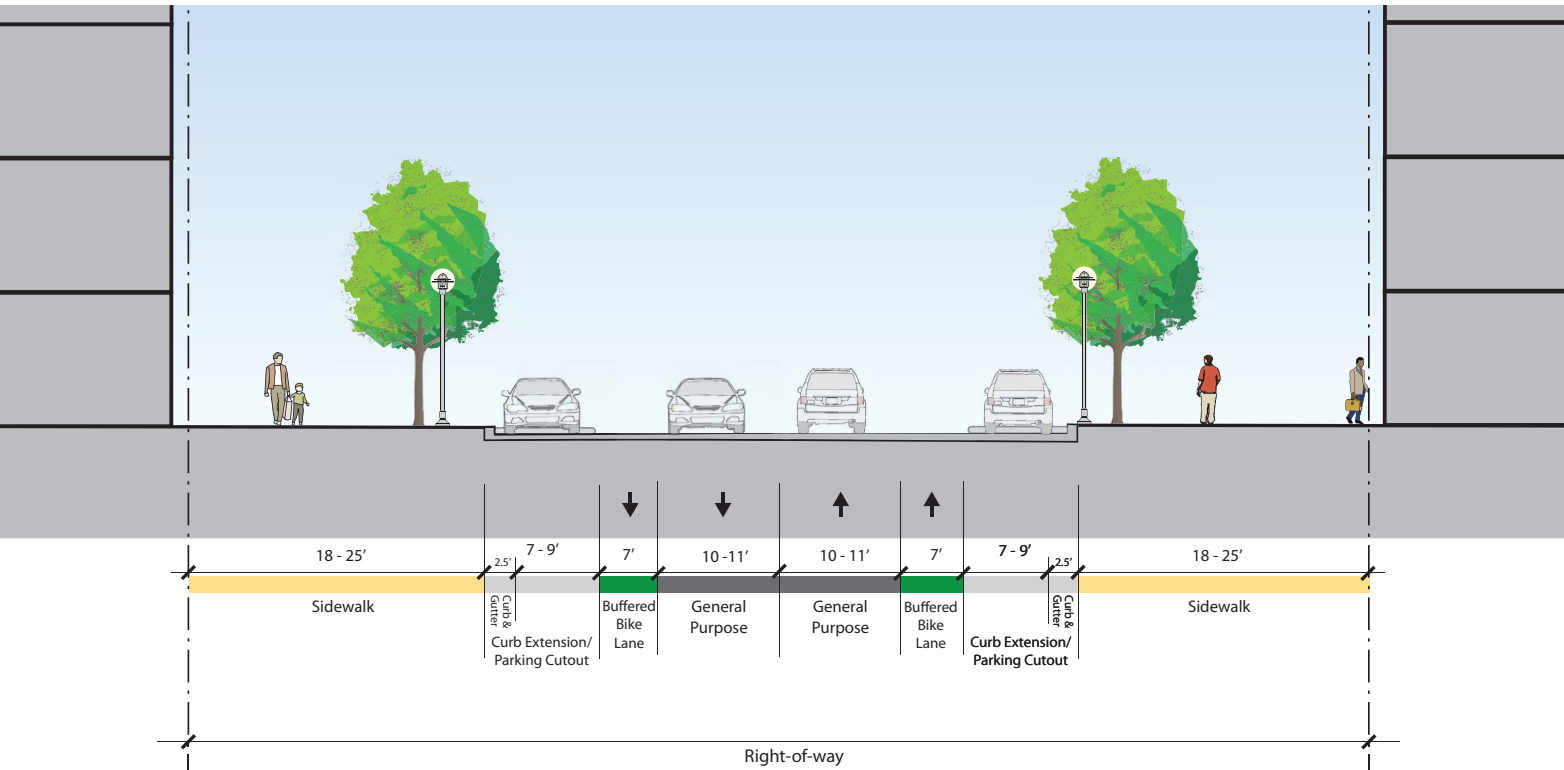
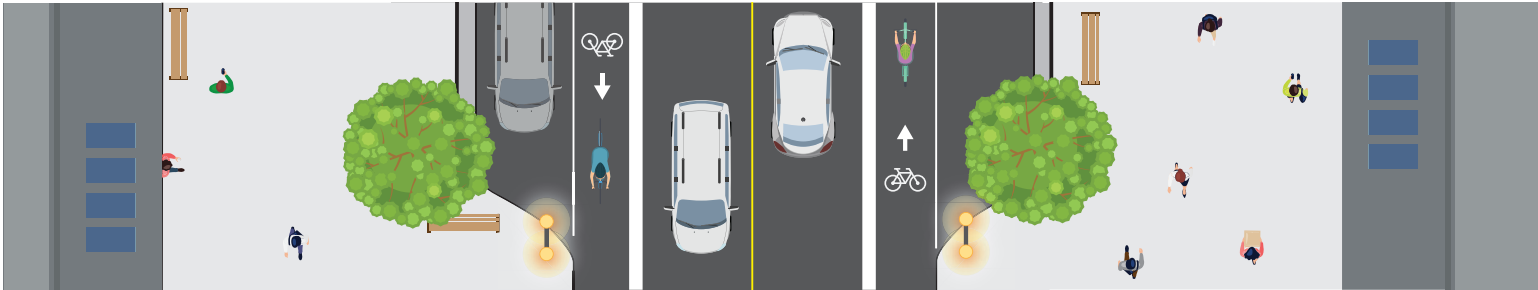


FIGURE 6.25: ENVISIONED TYPICAL CROSS SECTION OF FIRECLAY AVE EAST OF TRAX



Fireclay Avenue

Envisioned Typical Cross Section East of TRAX



The Fireclay Design Guidelines have been used in the Murray North Station Area for over ten years. This can be seen in the pedestrian environment of Main Street near the Birkhill Development and is continued to be carried out, as is the case with the near Evergreen Development. The Design Guidelines look at:

- Streetscape
- Building Design
- Pedestrian Environment
- And Special Treatments

Many of these design guidelines are seen today, including the Big Cottonwood Creek trails in both Murray and Millcreek, integrated signage—as seen at Artesian Springs, and expressing the base, middle and top of buildings.

The Design Guidelines are a resource for developers, city planners, and elected officials to advocate for the Murray North Station/Fireclay area and ensure that the resulting built form enhances the environment it is in.

As the area transitions to a large number of housing developments, it is imperative that the building design tab in the Design Guidelines have an appendix for large-scale apartment building and townhome development design guidelines.

BUILDING DESIGN APPENDIX- LARGE MULTI-FAMILY PROJECTS

Orientation and Entrances

Entrances of the buildings should be oriented towards public streets and in the instance of the core, off of the station plaza. Incorporation of the “front porch” and building articulation elements (window boxes, overhangs, cornices) should be used where appropriate

Continuous Facades

Although there are many units in a continuous facade, where applicable individual units should be articulated with different designs, materiality, color, roof forms, and entrances.

Front Yards

The frontage of the buildings create a sense of neighborhood and “curb appeal” along the street to increase pedestrian activity and attractiveness of the neighborhood. The frontage of apartments should follow the setbacks put forward in the design guidelines and should maximize front landscaping, limiting paved areas to those that are necessary for pedestrian and vehicular circulation.

Amenity and Greenspace

Developers should provide amenity space for the use of the residents and have a path connecting to the greenway when applicable.

Building Height

Building Height is unlimited in this TOD zone, however, buildings should be highest near the station core and become less high as the buildings fan out to the edges of the station area boundary, especially towards the eastside existing lower density residential. The residential building massing is highest near the core to signify the core when on the ground and to bring more people near the station without crossing barriers.

CENTRAL AVENUE

Central Avenue, which runs across the northern part of the station area in Millcreek, is the corridor envisioned to transform the most under this Plan. It is currently an industrial-focused street, lacking curbs in many places. However, as the industrial properties along it turn over to TOC uses, the vision for Central Avenue is to have a short spine for activity in this northern part of the station area. Central Avenue will be the walkable “hub” for activity in this area of the Station Area.

The reimagined profile for Central Avenue adds space for wide pedestrian areas by new development. The result is a street that still serves an important purpose for vehicular traffic but prioritizes people on foot, bicycling, and public space. This new cross section will need to be implemented as part of future TOC developments.

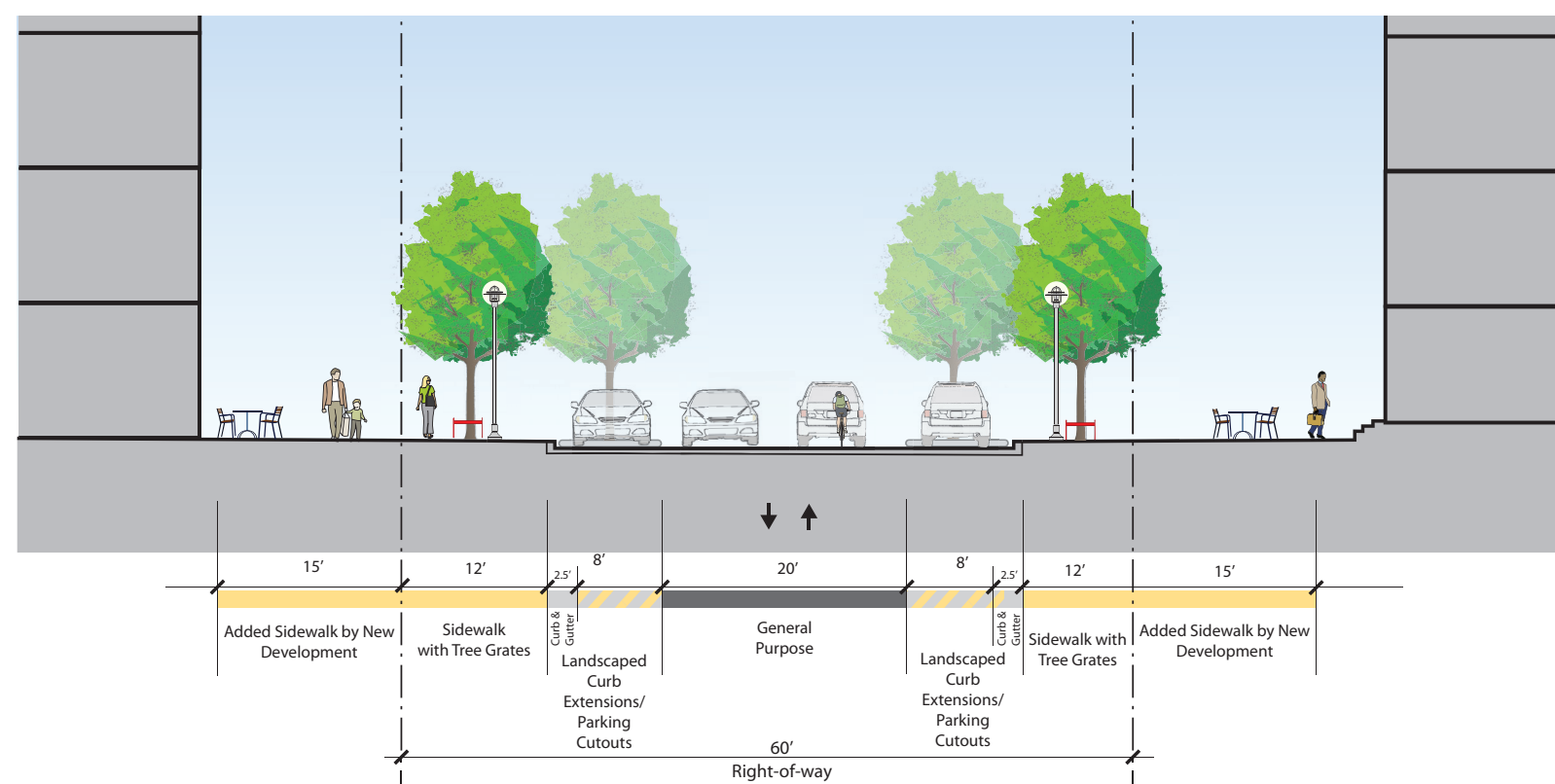
Alternatives for Central Avenue can also contain profiles from Millcreek City’s City Center Overlay Zone for a neighborhood street.

STATE STREET

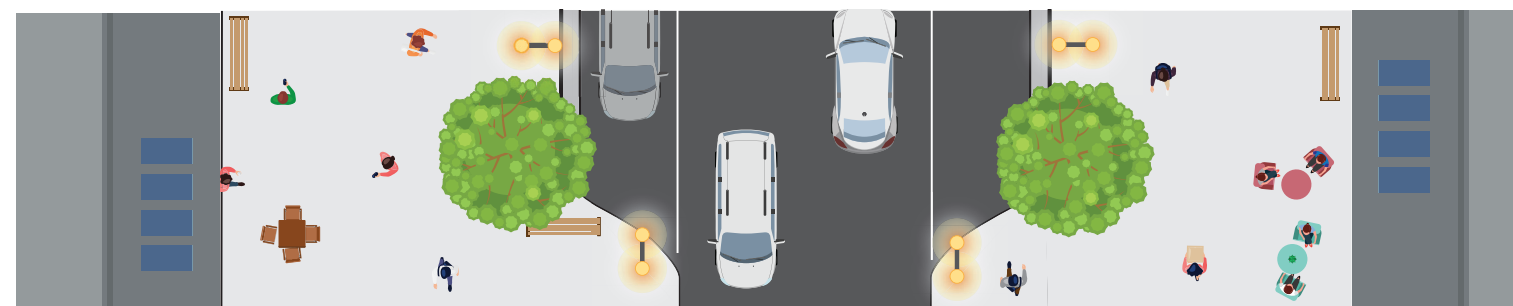
State Street runs along the east edge of the station area core. It is not integral to the core of the station area from a character standpoint, and, as perhaps the most important surface street corridor in the region, neither its overall street character nor its transportation function is envisioned to change under this Plan. However, the vision of the plan is for land uses between Main Street and State Street to transform in the long term to TOC uses. If this occurs, then the Plan envisions a transformed character of the west side of State Street where new TOC development frontage along State Street is present. The transformation would be for the development projects to include an expansion of the pedestrian area to create enough buffer from the State Street roadway to be comfortable tofor pedestrians and people occupying the public space of the street.

See the Hybrid Main Street type in the Wasatch Choice Great Streets Framework for strategies to create this transformed character where redevelopment occurs along State Street.

FIGURE 6.26: PROPOSED CROSS SECTION OF CENTRAL AVE



Central Avenue Proposed Cross Section



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REPORT PRECEDENTS

PRECEDENTS

Neighborhood Branding and Wayfinding

BURLESON, TX

The City of Burleson, Texas, developed a brand identity that was carried throughout the community. The brand is carried out through plaza monument signs, public art, and official city documents.



Source: Civic Brand



HEARTLAND LAKES, MN

This tourist area created branding that was distilled into the businesses in the area. Even though this area is made up of different towns, much like the Station Area, the branding is implemented to create a cohesive area, while retaining the unique identity of each town.



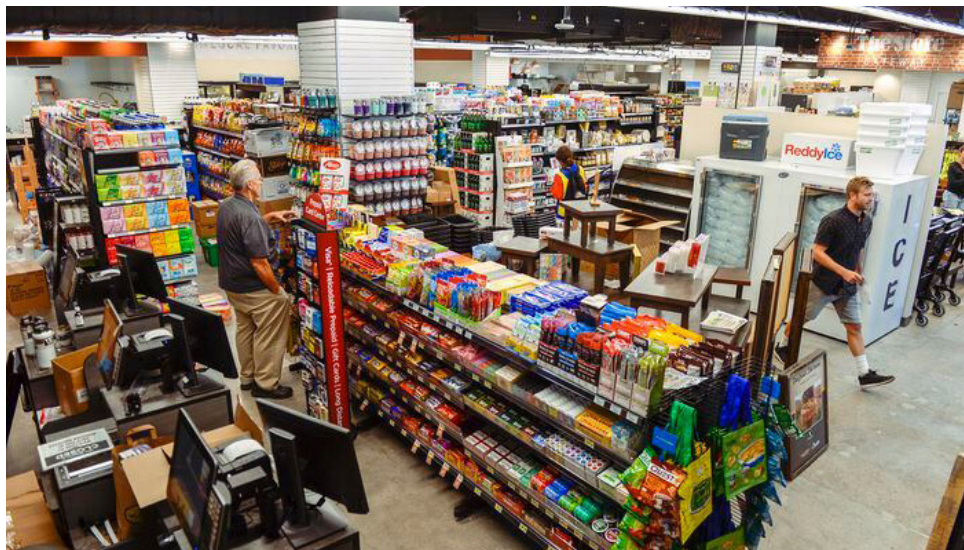
Source: Civic Brand



Grocer

THE STORE- GATEWAY, SLC, UT

The Store in the Gateway Development in downtown Salt Lake City is a locally -owned grocery store. The grocer is located in a partially redeveloped mall, and caters to those who live, work, and attend events in the area. The Store is located within 9,000 square feet and offers fresh produce, shelf stables, and ready-to-eat options.



Source: Salt Lake Tribune

BUFFALO HEIGHTS, TX

Buffalo Heights, a mixed use district in Houston Texas, is anchored by the Texas grocer, —HEB. The development separates the residential traffic from the grocer traffic by having structured parking for visitors and a separate elevator for the residents to take down to the grocer. The development was proven to have less overall traffic from the amount of residents walking to the grocer. HEB's footprint is 12,000 square feet.



Source: ZCA

HARMONS EMIGRATION MARKET, SLC, UT

Although not part of a housing development, Harmons Emigration Market in Salt Lake City is another example of a small-scale grocery. While the average size of a Harmons is 68,000 square feet, this market sits at 10,000.

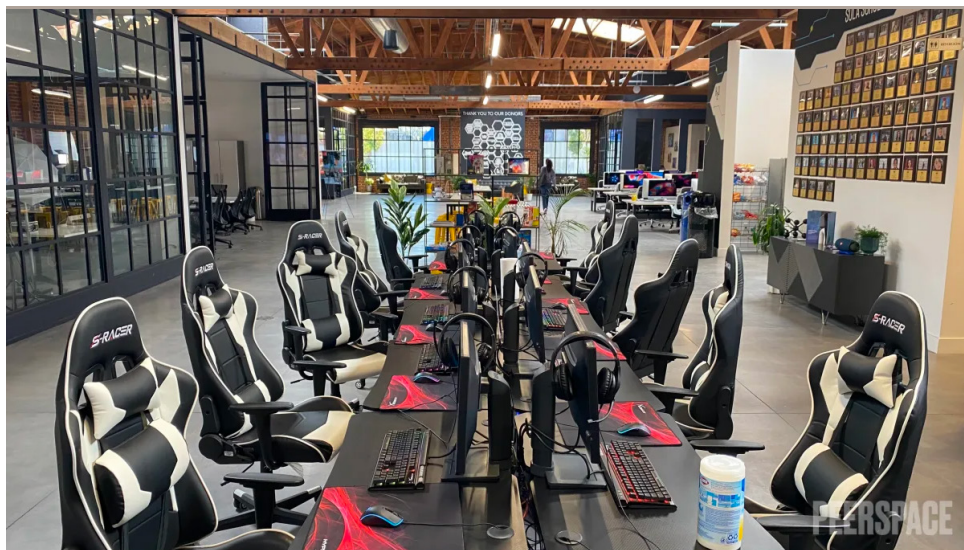


Source: Kristina Watkins

Anchor Tenant

SOLA IMPACT BEEHIVE PROJECT, CA

This business campus located in Los Angeles, California, is specifically made for underprivileged and opportunity-zone operated businesses. The space consists of a co-working space and creative office with shared amenities for entrepreneurs, local businesses, and startups.



Source: Peerspace

RESTORE OAKLAND, CA

Restore Oakland is a non-profit community hub that focuses on restorative economics and healing justice. Their space is currently under construction in an area where they focus on work. They have a vision rooted in a place-based approach that works with the community to build people up and better respond to harm and conflict.



Source: Shelterforce

SEATTLE ART MUSEUM, SEATTLE, WA

The first floor of the Seattle Art Museum is reserved as a community corridor-- a free public space dedicated to building up the community and youth in the area. Community groups and students from surrounding schools hang artwork on the floor while the museum offers programming to a wide variety of individuals.



Source: Parent Map

Station Plaza

YANAGUANA GARDEN AT HEMISFAIR, TX

This 4.1-acre public gathering space in San Antonio, Texas is part of a greater redevelopment project in the Hemisfair Park Area. This area is inspired by history, the environment, and the changing San Antonio culture. The main goal was to create play spaces that welcomed everyone no matter their age, ability, culture, or socioeconomic status.



Source: Bill Hustace Photography

ED.SQUARE TOWN CENTER, SYDNEY, AU

This shopping and entertainment district in Sydney Australia is offset by an outdoor plaza where people can gather and play. The plaza is continuously activated by the ground floor retail surrounding it.



Source: SCN

LOLLIPOP STREET, SHANGHAI, CHINA

This street project transforms a street to create an outdoor play area and colorful gathering place for the community. It includes greenery, lounge seating, play spaces, picture areas, and a running track for community members of any age to use. The colorfulness of the project also brings an element of childlike wonder and entertainment back into cities.



Source: 100 architects

INDIAN CREEK PLAZA, ID

Located in Caldwell, Idaho, this 1.3-acre plaza blends greenspace, play, and community gathering. The plaza includes spaces for cafe seating, events, lounging, or playing in a splashpad and is programmed for different events including a farmers’ market. In the winter, the city creates an ice ribbon that goes around the plaza space for winter activation.



Source: Urban Land Institute

GALATYN PARK STATION, RICHARDSON, TX

Galatyn Park Station is located along the Dallas Area Rapid Transit (DART) line in a mixed use district in Richardson, Texas. The station serves two rail lines, as well as a kiss & ride line for bus service. The station features a ~0.9-acre public plaza adjacent to multifamily development. The station connects to the development that hosts several large-scale corporate employers, hotels, and residential development.



Source: WDG Architecture courtesy of Dallas Business Journal

CANAL PARK, WASHINGTON DC

Canal Park is a 3-acre park that opened in 2012. It connects three spaces together to form a long, linear park that hosts seasonal events, drinking fountains, and even ice skating in the winter. This area was home to a canal, but was paved over in the early 1900’s. Many sustainable practices were used in the design and construction.



Source: Capitol River Front

Green Corridor

THE PORTER-ROCKWELL TRAIL, SANDY, UT

The 10.7-mile off-road Porter Rockwell Trail spans the Blue Line throughout Sandy and into Draper. The trail links multiple parks in the Sandy Park System.



Source: GSBS Consulting

OGDEN RIVER BREWERY, OGDEN, UT

The Ogden River Brewery is located along the Ogden River Parkway and the Ogden River. The Ogden River Parkway is a 17- mile trail that has many commercial uses that help to enhance the trail.



Source: Township+Range

TOWPATH TRAIL, OH

The Towpath Trail is over 90 miles long and stretches through many cities and rural areas in Ohio. Along the Cleveland section, the materiality of trail amenities such as trashcans, benches, bridges, and other street furniture use natural stone and Corten steel to play upon the area's industrial past.



Source: Cleveland.com

Opportunity area: New Millcreek Park Space

TROJAN PARK, MO

This 1-acre park located in Wellston, Missouri, was designed and built as part of the National Recreation Association (NRPA) Parks Build Community Initiative. The park consists of a splashpad, shade pavilion, playground, and basketball court.



Source: Lamar Johnson Collaborative

MILL CREEK PARK NORTH, MI

This 2.15-acre park is located adjacent to Mill Creek in Dexter, Michigan. The park runs alongside the creek and a trail that connects 5 miles of other trails in the Dexter Trails System. The park allows visitors to interact with the water as well as traditional play equipment.



Source: Mrs. Weber's Neighborhood

GARDEN CITY PLAY ENVIRONMENT, BC

Richmond, British Columbia, is a rapidly growing area. The designer created a 1.3-acre park for the city with a playscape that acts as an educational component for children to learn about their environment. The playscapes are constructed using "Nature Play" or natural materiality to enhance exploration.



Source: space2place

Opportunity area: Foam Factory Redevelopment

CHURCH+STATE, OH

This mixed-use housing development located in Cleveland, Ohio includes 20,000 square feet of retail space and 10,000 square feet of public area. As part of the development agreement, the development provides paid public parking spaces in the secured garage space. To exit the parking garage, one can either take the elevator, stairs, or take a slide to the outdoor public gathering space.



Source: ABM Parking



Source: Apartment Finder

Opportunity area: Fireclay Ave Mixed Use Development on UTA Property

SUGARHOUSE, UT

The mixed-use development with Wilmington Flats Apartments and ground floor retail including Spitz is made up of a few buildings separated by a courtyard to service the ground floor retail. This courtyard extends through the development and connects to the trail system along Parleys Creek. Having an open courtyard like this would allow people to see through the apartment buildings on Fireclay and to the station plaza. stairs, or take a slide to the outdoor public gathering space.



Source: Apartment Finder



Source: VCBO Architecture

IMPLEMENTATION PLAN

IMPLEMENTATION PLAN

Successful implementation of the Murray North Station Area Plan vision will occur in phases through multi-agency cooperation. Successful implementation will also require coordination of multiple funding sources for both capital and operational expenses.

The initial phase of implementation of the Plan focuses on the core of the station area roughly defined as 4500 South to Central Avenue and Main Street to the Union Pacific Rail Line. This area has already experienced significant new investment in transit-oriented developments. The area is also experiencing significant challenges relating to lack of neighborhood services, crime and parking challenges.

Phase One public and private capital investments include:

- Redevelopment of the following parcels to mixed-income, mixed-use transit supportive buildings through public private partnerships:
 - Atlas Roofing Building west of the station
 - UTA Parking lot and bus loop
 - UTA Mobility Center and Storage Area
 - Salt Lake County Former Fleet Maintenance Facility
- Construction of the following new community open space and trails to increase parks level of service and provide community gathering space:
 - Pocket park at Fireclay Avenue and Birkhill Boulevard
 - Community plaza east of the station
 - Neighborhood park on western edge of Salt Lake County property
 - Extension of the existing rail-adjacent trail to 4500 South
- Consolidation and capping or removal and disposal of contaminated soils in the UTA berm and on the Salt Lake County property
- Connectivity improvements to improve circulation and site lines
 - Completion of Birkhill Blvd to connect to Main Street as part of the redevelopment of the UTA and Salt Lake County properties
 - Completion of the grid west of the station as part of the Atlas Roofing redevelopment
 - Extension of 4470 across the TRAX line
 - Add bike lanes to Main Street, Fireclay Avenue, and Central Avenue



- Continue to improve the pedestrian environment through widened sidewalks, enhanced crossings, street trees and street furniture
- Addition of new parking areas and replacement of parking from the UTA surface lot in a series of parking structures associated with new development through public/private partnerships

Phase One public operational investments include:

- Identification of a community-based partner to provide neighborhood and community programs and activities within the core of the station area
- Creation and operation of a parking district to coordinate the public access stalls included in new parking structures
- Creation and operation of a good landlord program to provide incentives and disincentives for implementation of programs that reduce crime and improve overall safety in the area
- Implementation of enhanced, neighborhood policing in the station area
- Identification, adoption, and management of Institutional Controls for the properties on with remaining contaminated soils or contaminated groundwater

Future phases will require additional capital investments including:

- Connectivity improvements to expand opportunities for transit supportive development types west of the Union Pacific Rail line, east of State Street and south of 4500 South:
 - Install additional pedestrian crossings along State Street coordinated with bus stops to increase bus ridership and connect the east side of State Street to the core of the station area
 - Widening of the Central Avenue Union Pacific Rail Road underpass to improve overall circulation
 - Install Union Pacific Rail line underpasses at Fireclay Avenue and 4470 South to create connectivity to the area along 300 West
 - Construct pedestrian/bike bridges adjacent to the railroad bridges across 4500 South to connect the area south of 4500 South
 - Upgrade all existing and planned crossings to include pedestrian safety and comfort considerations
- Extend trails and bikeways across identified barriers
- Redevelopment of light industrial and auto-oriented commercial properties to denser, transit supportive development forms

- Preservation of existing, naturally affordable housing in the areas east of State Street and south of 4500 South

Programmatic and operational approaches in the broader station area are an extension of the needs of the core area.

- Funding sources for implementation of the Murray North Station Area Plan combine local, federal, state, private, and grant funds. Capital investments will require complex financing stacks including public/private partnerships, federal transportation funds, and private non-profit grants. The lists below are intended to illustrate current opportunities. Other opportunities will arise over the course of long-term implementation.

Local sources include:

- Existing tax increment producing areas
- Possible future HTRZ areas
- Parks and roads impact fees
- General funds

GRANT SOURCES

GRANT/FUNDING NAME	ORGANIZATION NAME	PURPOSE	CATEGORY	NOTES	WEBSITE	CONTACT
Get Healthy Utah! Mini Grants	Get Healthy Utah	Mini grants for health-related projects—including food access, improved connections to parks, active transportation, additional park funding	Health	Priority given to Healthy Utah Communities	https://gethealthyutah.org/what-we-do/past-projects/communities/mini-grants-report	
Congestion Mitigation & Air Quality Program	Wasatch Front Regional Council	To reduce congestion and improve air quality	Transportation	Funds may not be used for major road widening.	https://wfrc.org/programs/transportation-improvement-program/congestion-mitigation-air-quality-program/	Ben Wuthrich, bwuthrich@wfrc.org (801) 363-4250 x1122
Intermountain Community Care Foundation Grants - Agency Health Priority, Social Determinants of Health, Child and Family Well-Being Grnats	Intermountain Health	Grants between \$50,000 - \$300,000	Housing instability and Nutrition insecurity	Large equipment, construction and capital costs are not eligible. Consideration will be given if computer equipment is necessary and vital to the success of the project.	https://intermountainhealthcare.org/about/who-we-are/community-health/community-giving-programs/community-care-foundation/grant-applications/	Ninoska De Jesus Pineda Community Health Coordinator ninoska.dejesuspineda@gmail.com
High Obesity Program (HOP)	Centers for Disease Control and Prevention (CDC)	Food and nutrition security through food service and nutrition guidelines plus fruit and vegetable vouchers and produce prescriptions	address health disparities related to poor nutrition, physical inactivity, or obesity	OP recipients work in counties where 40% or more of adults have obesity.	https://www.cdc.gov/nccdphp/dnpao/state-local-programs/hop/high-obesity-program-2023-2028.html	
Eccles Foundation Grant	George S. and Dolores Dore Eccles Foundation	Grants from the George S. and Dolores Doré Eccles Foundation address the societal needs of individuals and families from every walk of life, and foster new opportunities for enriching lives in a myriad of ways. The directors are pleased to partner with nonprofit organizations to make a lasting difference for the citizens in every corner of the state – from newborns to seniors.	Arts & culture, community, education, health & wellness, preservation & conservation	fighting hunger, homelessness and addiction; fostering urban planning, revitalization and affordable housing; building parks and playgrounds; assisting victims of abuse and neglect; supporting youth camps and programs for those with disabilities; providing legal support for the disadvantaged; or offering after-school initiatives for at-risk youth	https://www.gsecclesfoundation.org/how-to-apply/eligibility	
Sorenson Foundation Grant	Sorenson Legacy Foundation	Grants are given to programs that focus on protecting and preserving the environment, assist the disenfranchised of society, and promote understanding and tolerance in our world.	Education, innovation, health care and community	municipalities or public schools & preference for organizations whose efforts are in Utah	https://sorensonlegacyfoundation.org/what-we-fund/community/	
Community Placemaking Grant	Project for Public Spaces	\$10,000 grants to transform public spaces	Placemaking, urban design		https://www.pps.org/community-placemaking-grants	
Placemaking Grant	National Association of Relators	"Level one: \$3,000 max award Level 2: max award \$7,500"	Placemaking	Placemaking Grants fund state and local REALTOR® association led projects that create new, outdoor public spaces and destinations in a community on unused or underused sites. The goal of the program is to enable REALTORS® to strengthen ties with their community, to develop relationships with public officials, and to spur economic growth and development through the creation of new public gathering places. Support for benches, playground equipment, and signs within existing public spaces is permitted.	https://realtorparty.realtor/community-outreach/placemaking	
Safe Streets and Roads for All (SS4A) Grant Program	Federal Highways	Planning and Demonstration Grants, as well as Implementation Grants	Transportation	The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. Over \$3 billion is still available for future funding rounds.	https://www.transportation.gov/grants/SS4A	
Reconnecting Communities Grant	Federal Highways	Community Planning, Capital Construction, and Regional Partnerships	Transportation	This program prioritizes disadvantaged communities and is intended to improve access to daily needs including jobs, education, healthcare, food and recreation, fosters equitable development and reconnects communities by removing, retrofitting,, or mitigating highway or other transportation related barriers	https://www.transportation.gov/grants/rcnprogram	

Funding for implementation of the operational programs identified will come from local agency general funds and private non-profit fundraising. An additional option is the creation of a Neighborhood Improvement District. Neighborhood

Improvement Districts are similar to Business Improvement Districts with the addition of residential properties to the funding and services approach. These improvement districts impose a levy on commercial and residential

properties within an area to fund a higher level of service and programming. The implementation matrix identifies recommended steps and actions to implement the priorities of the plan.

IMPLEMENTATION TABLE AND ASSOCIATED TIMING

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
QUALITY OF LIFE												
STATION CORE	Create partnerships and relationships to fund, construct, operate, and maintain public areas at the core of the station area	Murray City, UTA, Salt Lake County									Existing Murray Fireclay tax increment funds, County affordable housing funds, private development funds, local and county transportation funds, Murray parks impact fee funds, various grants	Create a coordinated site plan and construct the amenities and private development to achieve the Quality of Life goals of the Murray North Station Area Plan. <i>Murray Lead Priority</i>
	Finalize site plan/plats	Murray City, UTA, Salt Lake County, Private partners									Existing Murray Fireclay tax increment funds, County affordable housing funds, private development funds, local and county transportation funds, Murray parks impact fee funds	
	Planned development program	Murray City, UTA, Salt Lake County, Private partners									Existing Murray Fireclay tax increment funds, County affordable housing funds, private development funds, local and county transportation funds, Murray parks impact fee funds	
	Create a parking district	Murray City, UTA, Salt Lake County, Private partners									Existing Murray Fireclay tax increment funds, County affordable housing funds, private development funds	
	Increase community-based policing	Murray City, UTA public safety									Murray General Fund, UTA public safety funds	<i>Murray Lead Priority</i>

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
STATION PLAZA	Finalize location for plaza and open space	Murray City, UTA, Salt Lake County, Private partners									Murray City Parks Impact Fees, Murray Tax Increment Funds, UTA, Salt Lake County, Private funds	
	Identify appropriate entity to own & operate plaza	Murray City, UTA, Salt Lake County, Private partners									Murray City Parks Impact Fees, Murray Tax Increment Funds, UTA, Salt Lake County, Private funds	
	Identify funding source for plaza design & construction	Murray City, UTA, Salt Lake County, Private partners									Murray City Parks Impact Fees, Murray Tax Increment Funds, UTA, Salt Lake County, Private funds	
	Select design team	Property Owner and Funding Partners									Murray City Parks Impact Fees, Murray Tax Increment Funds, UTA, Salt Lake County, Private funds	
	Design and construct 0.75-acre plaza										Murray City Parks Impact Fees, Murray Tax Increment Funds, UTA, Salt Lake County, Private funds, various grants	Murray City has a \$4,500 per unit Parks Impact Fee. If the space is built and dedicated by a private partner, the impact fees can be reimbursed by the City.
	Program plaza	To be identified									To be identified	One option is to create a Neighborhood Improvement District (similar to a Business Improvement District but including residential properties) to create a funding structure to support programming and operations and maintenance needs of the plaza
MAIN STREET CORRIDOR	Extend OTD/MD Future Land Use Designation to east side of State Street from 4500 South to Central Avenue	Murray City/Millcreek City									Local general funds	Indicates intent to apply streetscape and design guidelines from the two zoning designations to properties along Main Street in both jurisdictions <i>Murray Lead Priority</i>
	Apply TOD/MD zoning as opportunity arises	Murray City/Millcreek City	Private developers/ land owners								Local general funds	
	Extend Fireclay-branded streetscape improvements on east and west sides of Main Street from 4500 South to Central Avenue	Murray City/Millcreek City	Private developers/ land owners								Private development, Murray City, Millcreek City	To be installed either as redevelopment occurs or as each jurisdiction identifies funding sources <i>Murray Lead Priority</i>
	Create a public art/mural program to add interest to Main Street and improve the pedestrian environment	Murray City/Millcreek City	Private developers/ land owners								Private development, Murray City, Millcreek City, Arts funds, various grants	First priority area is the Main Street frontage of Parris RV to address pedestrian comfort

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
GROCERY - MAIN STREET & 4500 SOUTH	Coordinate with property owners to identify an appropriate fresh food partner to develop a public market/grocery concept on the corner of 4500 South and Main Street	Salt Lake County, Murray City	Private development partner								Private development, Murray City TIF, Salt Lake County	Priority to the Salt Lake County-owned parcel as part of a mixed use building
	Identify possible sources of funding to subsidize grocery anchor	Salt Lake County, Murray City	Private development partner								Private development, Murray City TIF, Salt Lake County	If needed
	Ensure design guidelines create a welcoming environment for pedestrians, bicyclists, and motorists to access the grocery tenant	Murray City, UDOT	Private development partner								Private development, Murray City TIF, Salt Lake County	Fireclay-branded streetscape improvements within UDOT ROW at 4500 South
COMMUNITY ANCHOR TENANT	Identify a community partner for the community-based use in the station core	Murray City, UTA, Salt Lake County, Private partners									TBD	Murray Lead Priority
	Finalize location for new building	Murray City, UTA, Salt Lake County, Private partners									TBD	
	Identify funding source for plaza design & construction	Murray City, UTA, Salt Lake County, Private partners									TBD	
	Select design team	Property Owner and Funding Partners									TBD	
	Design & construct community facility										TBD	
PARKS & GREENWAY SYSTEM	Update and amend city-wide Parks & Recreation Master Plans to reflect needs in the growing station area	Murray City, Millcreek City									Murray City, Millcreek City	Current plans identify neighborhood park levels of service, the updated plans should identify opportunities to meet the level of service goals within the station area to meet the needs of existing and future population. Current Trails Master Plans should be updated to reflect the Greenway along Big Cottonwood Creek, adjacent to the TRAX line and across 4500 South as envisioned in the plan
	Update impact fee facilities plans to reflect implementation within the station area	Murray City, Millcreek City									Murray City, Millcreek City	Impact fee funding is an appropriate source to meet the needs of new residents in the area, the IFFP should reflect this need. Murray Priority
	Review and update, as needed, development requirements in the TOD and MD zones to reflect a 50' setback from Big Cottonwood Creek for use as the greenway	Murray City, Millcreek City									Murray City, Millcreek City	Murray Priority
	As redevelopment occurs install the greenway adjacent to BCC	Murray City, Millcreek City	Private developers/ land owners								Private development, Murray City Parks Impact Fees, Millcreek City Parks Impact Fees	
	Install expanded greenway along the TRAX line	Murray City, Millcreek City, UTA									Private development, Murray City Parks Impact Fees, Millcreek City Parks Impact Fees, various grants	Potential grants include: Beehive Bikeways Grant, BUILD Grant, Federal Recreational Trails Program Grants, Non-Motorized Safety Grant, Transportation Alternatives Grant

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
SHADE & TREE COVER	Preserve existing trees to enhance tree canopy	Murray City, Millcreek City, Private land owners									Local funds and grant funds	Murray Priority
	Work with property owners to add trees to existing locations	Murray City, Millcreek City, Private land owners									Local funds and grant funds	Murray Priority
	Review and update, as needed, development requirements in the TOD and MD zones to require street trees and trees interior to developments within the station area	Murray City, Millcreek City									Private development	Murray Priority
	Identify and submit grants to fund expansion of the urban forest in the station area	Murray City, Millcreek City									Community Forestry Partnership Grant, Tree Species Diversity Grant Program, Utah State University Tree Culture Program, Tree Utah planting program, National Arbor Day Foundation TD Green Space Grant	Many of the grant programs give preference to targetted Census block groups. The Millcreek portion of the station area is a targetted Census block
	Plant trees along the existing trail adjace to the TRAX line	Murray City, UTA									Grant funds, Murray City Parks Impact Fees, Murray City Urban Forestry budget	Explore the possibility to use Parks Impact Fees for the urban forest. Murray Lead Priority
	Plant trees in the small park area at 4500 South and Auto Boulevard	Murray City									Grant funds, Murray City Parks Impact Fees, Murray City Urban Forestry budget	Explore the possibility to use Parks Impact Fees for the urban forest
	Plant trees in existing park strip areas where they don't currently exist	Murray City, Millcreek City									Grant funds, Murray City Parks Impact Fees, Murray City Urban Forestry budget, Millcreek City Parks Impact Fees, Millcreek City Urban Forestry budget	Explore the possibility to use Parks Impact Fees for the urban forest
	Include trees in the new Fireclay Station Plaza	Murray City, UTA, Salt Lake County, Private partners									Grant funds, Murray City Parks Impact Fees, Murray City Urban Forestry budget, Murray City TIF fund, Development funds	
	Continue to require all new develoment to plant trees within the streetscape and interior to their development	Murray City, Millcreek City	Private developers/ land owners								Private development	
	Add trees to the relaocated TRAX park and ride lot	UTA									Grant funds, UTA	
DIVERSE HOUSING	Review the existing TOD and MD zones to identify barriers to mixed income housing including market-rate and income targeted housing	Murray City, Millcreek City									Existing Murray Fireclay and Millcreek tax increment funds, County affordable housing funds, private development funds	Identify opportunities to implement plan goals relating to home ownership and market-rate housing to improve opportunities for new retail and investment in the area. Murray Lead Priority
	Identify neighborhood amenities most likely to attract market-rate housing development	Murray City, Millcreek City									Existing Murray Fireclay and Millcreek tax increment funds, County affordable housing funds, private development funds	Murray Lead Priority
	Work with the Utah League of Cities & Towns and other groups to identify strategies to influence State law and policy to encourage development of multi-family housing for ownership (condominiums)	Murray City, Millcreek City, Salt Lake County									Local funds	Murray Lead Priority



CONNECTIVITY												
CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
OVERALL SYSTEM	Pursue a "Reconnecting Communities Grant" for capital construction to overcome "dividing faicilities" including the UP Rail line, 4500 South, and State Street	Millcreek City, Murray City, Salt Lake County, UDOT, and UTA									Local funds	Priority given to disadvantaged communities and the creation of complete streets
LOCAL STREET CONNECTIVITY	Extend Birkhill Blvd as an 80' ROW south and east to connect to Main Street	Murray City, Salt Lake County, UTA	Private developer								Local funds	Phase 1 to Main Street to be constructed as part of redevelopment of Station Core
	Extend Birkhill Blvd as an 80' ROW from Main Street to State Street	Murray City	Private development partner								Local funds	Phase 2 as part of possible future redevelopment of corner of between Main and State Streets at 4500 South
	Extend Brick Over Way as a 60' ROW to the north including a new Big Cottonwood Canyon crossing	Murray City, Millcreek City	Private development partner								Private development	Include in development agreements as appropriate
	Extend 4350 South across TRAX Line to better connect Brickgate residential development to the station area core future development	Murray City, UTA, Salt Lake County	Private developer								Reconnecting Communities Grant, Private development	This connection will help to address the isolation of Brickgate and encourage increased, lawful activity in the area in accordance with CPTED principles
CENTRAL AVENUE	Review and update street cross section and streetscape design elements for Central Avenue	Millcreek City									Local funds	Ensure coordination with Fireclay Station area branding, include elements of Central Avenue cross section in the station area plan
	Review and update, as needed, MD zone development requirements to require publicly available space within the setback area for use for restaurant seating and other pedestrian amenities	Millcreek City									Local funds	
	Widen the Central Avenue UP Railroad underpass	Millcreek City, UDOT, UTA	UP Railroad, U.S. Department of Transportation								Reconnecting Communities Grant	
FIRECLAY AVENUE	Review and update street cross section and streetscape design elements for Fireclay Avenue	Murray City									Local funds	Ensure coordination with Fireclay Station area branding, include elements of Fireclay Avenue cross section in the station area plan. <i>Murray Lead Priority</i>
	Extend Fireclay Avenue under the UP Ralroad Track west to 300 West	Murray City, UDOT, UTA	UP Railroad, U.S. Department of Transportation								Reconnecting Communities Grant	

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
MAIN STREET	Review and update street cross section and streetscape design elements for Main Street	Murray City, Millcreek City									Local funds	Ensure coordination with Fireclay Station area branding, include elements of Main Street cross section in the station area plan. <i>Murray Priority</i>
	Include updated cross sections in TOD and MD development standards	Murray City, Millcreek City									Local funds	<i>Murray Priority</i>
	Install improvements as development occurs or funding is approved	Murray City, Millcreek City, Private development partners									Local funds	
OTHER 80' ROW LOCAL STREETS	Review and update street cross section and streetscape design elements for local streets of 80' ROW	Murray City, Millcreek City									Local funds	Ensure coordination with Fireclay Station area branding, include elements of 80' ROW cross section in the station area plan
	Include updated cross sections in TOD and MD development standards	Murray City, Millcreek City									Local funds	
	Install improvements as development occurs or funding is approved	Murray City, Millcreek City, Private development partners									Local funds	
GREENWAY CONNECTIVITY	Create trail-based connectivity east to west and north to south through the station area	Murray City, Millcreek City, UDOT, UTA, Private development partners									Reconnecting Communities Grant, Parks Impact Fees, Private Development Funds	Ensure connections to: 3900 South TRAX station on the north, The Front Climbing Gym, Murray City Center & Murray City Hall, Murray Central Station on the south, Murray City Park on the southeast, residential neighborhoods east of State Street
	Identify Main Street as a multi-jurisdictional bikeway connecting through Murray and Millcreek north to South Salt Lake and Salt Lake City	Murray City, Millcreek City	South Salt Lake City, Salt Lake City, Salt Lake County								Local funds	
	Include pedestrian and bike infrastructure on all local streets	Murray City, Millcreek City									Roadway improvement funds	<i>Murray Priority</i>
BIG COTTONWOOD CREEK TRAIL	As redevelopment occurs install the trail to connect east of State Street to the Jordan River Parkway Trail	Murray City, Millcreek City, Salt Lake County, UDOT, UTA	Private Development Partners								Parks Impact Fees, Private Development Funds	
	Create protected trail crossings at major barriers	Murray City, Millcreek City, Salt Lake County, UDOT, UTA	Private Development Partners, U.S. Department of Transportation, UP Railroad								Parks Impact Fees, Private Development Funds	Explore options to cross State Street, TRAX, UP Railroad, and I-15 to reach the Jordan River Parkway

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
TRAX TRAIL	As redevelopment of the UTA property occurs, include extension of the trail adjacent to the trax line as a development requirement	Murray City, Salt Lake County, UTA	Private Development Partners								Parks Impact Fees, Private Development Funds	
	Install pedestrian bridges across 4500 South on either side of the TRAX line to connect the existing westside trail and the future eastside trail to the area south of 4500 Sotuh	Murray City, Salt Lake County, UTA, UDOT	Private Development Partners								Reconnecting Communities Grant, Parks Impact Fees, Private Development Funds	
	Extend the trail south of 4500 South to connect to the Murray Central Station	Murray City, UTA	Private Development Partners								Private Development Funds	Require as redevelopment occurs in the area and TOD zoning is extended to the area
	Extend the trail north of Big Cottonwood Creek to connect to the 3900 South Station	Millcreek City, UTA	Private Development Partners								Private Development Funds	Require as redevelopment occurs in the area and TOD zoning is extended to the area
STATE HIGHWAY CONNECTIVITY												
4500 SOUTH	Improve the pedestrian crossing at 4500 South and Main Street with Fireclay branded paint	UDOT, Murray City									Local Funds/UDOT	
	Design and install an entry element sign identifying the Fireclay area and station	UDOT, Murray City, Salt Lake County, UTA	Private Development Partners								Private Development and jurisdiction funds	
	Upgrade the greenspace on the southwest corner of 4500 South and Main Street as part of the Greenway	Murray City									Murray City Impact Fee funds	
	Design and construct pedestrian bridges on the east and weset side of the TRAX line connecting the greenway TRAX Trail from the core station area to the station area south of 4500 South	Murray City, UTA, UDOT									Reconnecting Communities Grant	
	Improve the pedestrian crossing at 160 West 4500 South	Murray City, UDOT									Local Funds/UDOT	Murray Lead Priority
	Inlcude Fireclay branded streetscape elements along the 4500 South frontage and at the corner of 4500 South Main Street as part of the redevelopment of the Salt Lake County owned property at 4500 South and Main Street	Murray City, Salt Lake County, UTA	ULI TAP/ Private developer								Private development	

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
STATE STREET	Install a Pedestrian Hybrid Beacon at Gordon Lane or Central Avenue	Millcreek City, UDOT									Local Funds/UDOT	This beacon is included in Millcreek's Transportation Master Plan at Gordon Lane. <i>Murray Lead Priority</i>
	Install a Pedestrian Hybrid Beacon near Fireclay Avenue	Murray City, UDOT									Local Funds/UDOT	<i>Murray Lead Priority</i>
	Locate bus stops near improved crossings	UTA									UTA	
	Improve the pedestrian experience on State Street	Murray City, Millcreek City, UDOT	Private Development Partners								Private development, transportation funds	Implement Fireclay branded streetscape elements as redevelopment occurs
	Install Fireclay branded signage at the Fireclay and Central Avenue intersection to increase station area visibility	Murray City, Millcreek City, UDOT									Local Funds	
PEDESTRIAN REALM IMPROVEMENTS	Identify a phased program for completion of the pedestrian network to include sidewalks, crosswalks, bridges, and trails	Murray City, Millcreek City, UDOT, UTA									Connecting Communities Grant, Infrastructure funds	Prioritize school walk routes (James E. Moss Elementary School) and crossings near bus stops
	Install street trees on all streets with adequate width to accommodate tree grates and pedestrian way	Murray City, Millcreek City, UDOT	Private developers/land owners								Grant funds, urban forestry funds, infrastructure funds	
	As redevelopment and street improvements occur ensure installation of branded pedestrian realm improvements including	Murray City, Millcreek City, UTA, Salt Lake County	Private Development Partners								Private development	Branded elements to include pedestrian-level lighting with banner arms, street trees in grates, benches, signage, trash can, bike racks
BICYCLE REAL IMPROVEMENTS	Create a preferred bikeway along Main Street through shared lanes and protected bike lanes as ROW width allows	Murray City, Millcreek City									Local Funds	
	Ensure new trail connections accommodate bicyclists and pedestrians to minimize negative interactions	Murray City, Millcreek City, UTA, UDOT	Private Development Partners								Local FundsUDOT	

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
TRANSIT REALM IMPROVEMENTS	Identify location for and relocate the Mobility Center and storage areas	UTA									UTA	
	Remove and remediate contaminated soils from berm east of the TRAX line in accordance with EPA and UDEQ requirements	UTA, Salt Lake County									UTA/ Salt Lake County	
	Relocate Transit station parking to the south in the area currently occupied by the Mobility Center	UTA, Salt Lake County									UTA/ Salt Lake County	
	Coordinate redevelopment of the area south of the new park and ride area to include	UTA, Salt Lake County, Murray City	Private Development Partners								UTA/ Salt Lake County/Private development partners	
	Reconfigure bus access at station	UTA									UTA	
	Coordinate 200 route stops on State Street with pedestrian crossings	UTA									UTA/UDOT/Local Funds	
CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
FUTURE LAND USE												
OVERALL	Review and update as needed the existing TOD zone to reflect the recommendations of this plan	Murray City									Local Funds	Murray Lead Priority
	Update the Future Land Use Map and apply TOD zoning to additional areas within ½ mile of the Murray North Station	Murray City									Local Funds	Phased approach: South of 4500 South as connections across 4500 South are improved, to the west side of State Street as redevelopment of existing highway serving uses occurs, to the east side of State Street as connections and the pedestrian realm are improved, West of the UP Railroad line when Fireclay is extended to 300 West
	Review and update as needed the existing MD zone to reflect the recommendations of this plan	Millcreek City									Local Funds	
	Update the Future Land Use Map and apply MD zoning to additional areas within ½ mile of the Murray North Station	Millcreek City									Local Funds	Phased approach: Central Avenue properties from Main Street to UP Railroad underpass as redevelopment proposals are received, to the west side of State Street as redevelopment of existing highway serving uses occurs, to the east side of State Street as connections and the pedestrian realm are improved

CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES
COMMERCIAL DEVELOPMENT	Review and update as needed the TOD and MD zones to include pedestrian oriented amenities along primary street frontages	Murray City, Millcreek City									Local Funds	Murray Priority
	Review and update as needed the TOD and MD zones to ensure scale and massing supports pedestrian comfort	Murray City, Millcreek City									Local Funds	Murray Priority
	Focus on neighborhood serving retail and employment opportunities in the station core	Murray City, UTA, Salt Lake County	Private Development Partners								Local Funds	
	Ensure commercial uses are designed with the pedestrian and bicycle in mind	Murray City, Millcreek City									Local Funds	
	Focus on larger scale transit supportive commercial development opportunities that will also serve the regional market in the broader station area	Murray City, Millcreek City									Local Funds	
RESIDENTIAL DEVELOPMENT	Review and update as needed the TOD and MD zones to encourage residential densities of ~100 units/acre in 6-7 stories n the area north of 4500 South, west of State Street, and east of UP RR	Murray City, Millcreek City									Local Funds	Provisions should also require walking and biking transit connectivity and encourage a mix of income levels and rental and owner occupied properties
	Review and update as needed the TOD and MD zones to encourage residential densities of 20-60 units/acre in the broader station area	Murray City, Millcreek City									Local Funds	Provisions should also require walking and biking transit connectivity and encourage a mix of income levels and rental and owner occupied properties. Product types could include smaller multi-family and small lot single-family
MIXED USE DEVELOPMENT	Ensure retail/active uses are required and included on primary street frontages	Murray City, Millcreek City									Local Funds	Fireclay Avenue, Main Street, Central Avenue, 4500 South, State Street
INDUSTRIAL DEVELOPMENT	Review existing zoning to ensure that transition of legacy industrial uses to transit supportive uses occurs in a way that is supportive of each city's economic base, individual property rights and the vision of this plan.	Murray City, Millcreek City									Local Funds	When appropriate, public spaces adjacent to existing industrial uses should be improved to enhance the pedestrian environment.

LIVABILITY AND URBAN DESIGN													
Category	Action	Responsible Organizations	Partner Organizations	1	2	3	4	5	5-10	10-20	Possible Funding Sources	Notes	
COMMUNITY BUILDING THROUGH DESIGN	Update and adopt "brand guidelines" to reinforce the Fireclay area identity	Murray City, Millcreek City, UTA									Local Funds	Murray Priority	
	Identify and update, as opportunities arise, pedestrian level streetlighting to include banner arms and Fireclay area banners	Murray City, Millcreek City, UTA									Local Funds		
	Identify and update, as opportunities arise, pedestrian furniture with "Fireclay" branding	Murray City, Millcreek City, UTA									Local Funds		
	Increase shade and tree canopy as a neighborhood characteristic	Murray City, Millcreek City, UTA	Private Development Partners								Local Funds/Grants & Private development funds		
	Require water wise plantings as part of all landscaping requirements	Murray City, Millcreek City, UTA	Private Development Partners								Local Funds/Grants & Private development funds		
	Review and update as needed zoning and building code provisions relating to green roofs to encourage the use of green roofs to reduce heat islands and increase tree canopy	Murray City, Millcreek City									Local Funds/Grants & Private development funds	Murray Priority	
PUBLIC SPACE PROGRAMMING	Identify and fund a community-based organization to program Fireclay plaza	Murray City, UTA, Salt Lake County	Private Development Partners								Neighborhood Improvement District, Community grant programs, existing private non-profits operating in the area		
	Coordinate programming with the recommended, adjacent community anchor use	Murray City, UTA, Salt Lake County	Private Development Partners								Neighborhood Improvement District, Community grant programs, existing private non-profits operating in the area		
	Review and update as needed the TOD and MD zones to ensure requirements promote activation of primary street frontages including dining, merchandise and similar activities	Murray City, Millcreek City									Neighborhood Improvement District, Community grant programs, existing private non-profits operating in the area	Murray Priority	
GATEWAYS & WAYFINDING	Design and fund installation of gateway signage including the Fireclay brand and public art	Murray City, Millcreek City, UTA									Neighborhood Improvement District, Community grant programs, existing private non-profits operating in the area	Primary gateways: 4500 South & Main Street, State Street and Fireclay Avenue, State Street and Central Avenue; Secondary gateways: Main Street & Central Avenue, Central Avenue & Brick Oven Way	
	Design and fund a branded wayfinding system	Murray City, Millcreek City, UTA										Murray Priority	

SAFETY													
CATEGORY	ACTION	RESPONSIBLE ORGANIZATIONS	PARTNER ORGANIZATIONS	1	2	3	4	5	5-10	10-20	POSSIBLE FUNDING SOURCES	NOTES	
WEST OF TRANSIT STATION	Review and update TOD ordinance to ensure that future development of the catalytic site to the west of the station improves site lines through the entire neighborhood to the west, eliminates deadends and unobserved areas, and utilizes a shared parking strategy	Murray City	Private Development Partners								Local funds/Neighborhood Improvement District	Murray Lead Priority	
	Coordinate with owners and managers of existing developments to identify opportunities to add parking to existing areas	Murray City	Private Development Partners								Local funds/Neighborhood Improvement District	Murray Lead Priority	
REMAINING STATION AREA	Explore the opportunity to establish a Neighborhood Council or Community watch group in the area	Murray City, Millcreek City, UTA	Private landowners/ developers								Local funds/Neighborhood Improvement District	Murray Lead Priority	
	Invest in icommunity-based organizations within and serving the area	Murray City, Millcreek City, Salt Lake County									Local funds/Neighborhood Improvement District	Murray Lead Priority	

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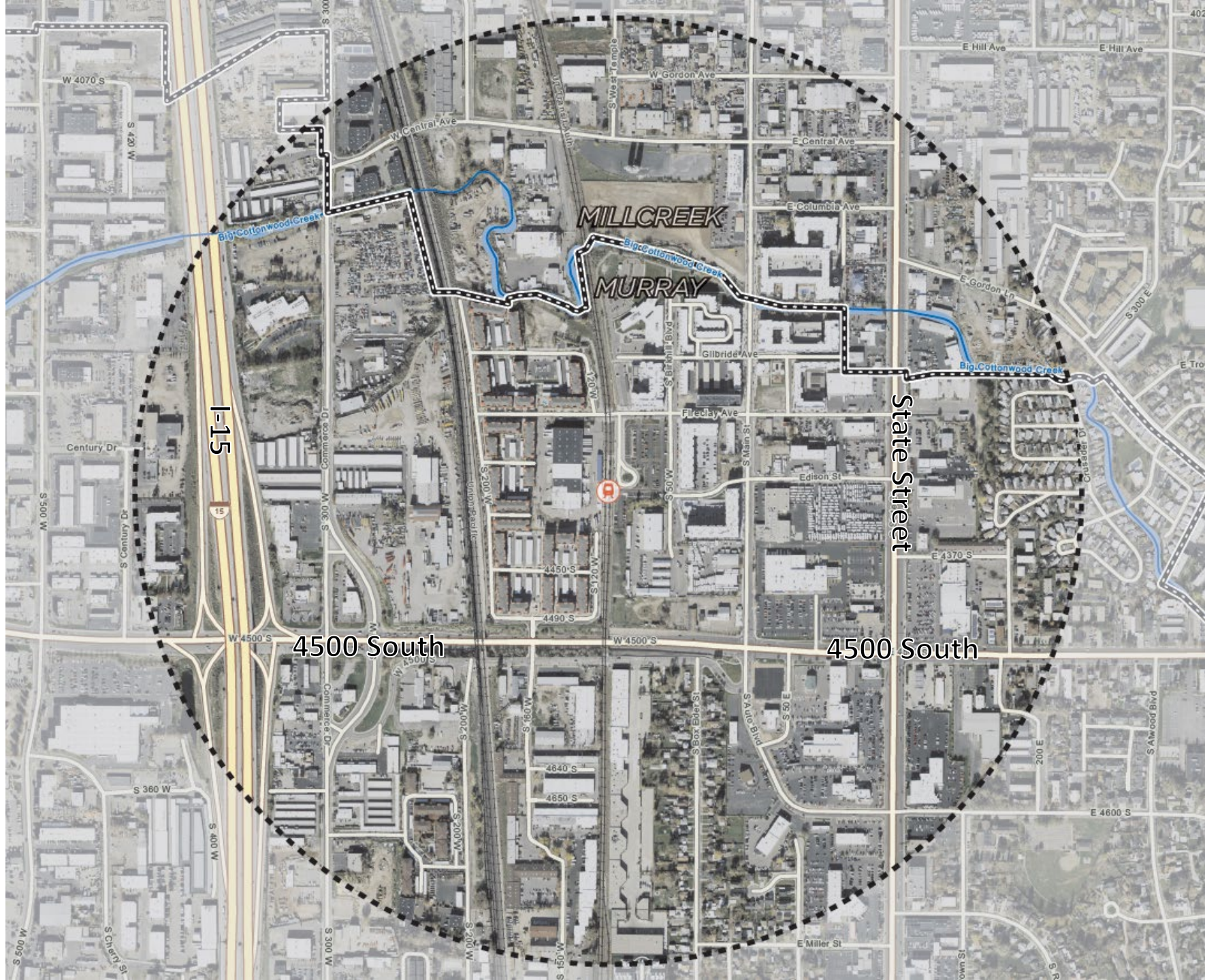
MURRAY CITY COUNCIL



Murray North Station Area Plan

Roughly I-15 to State Street and Center
Street (Millcreek) to Miller Street







Recommendation

The Murray City Planning Commission and Staff recommends that the City Council APPROVE the proposed amendment to the general plan adopting the Murray North Station Area Plan as prepared by staff and the consultants.



THANK YOU!





MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY

Community and Economic Development

Kenneth R. & Jean M. Kitt Zone Map Amendment Request

Council Action Request

Council Meeting

Meeting Date: July 9, 2024

Department Director Philip J Markham Phone # 801-270-2427 Presenters Zach Smallwood Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval Date June 25, 2024	Purpose of Proposal Request to amend the zoning map of the subject property to facilitate a residential development. Action Requested Re-zone the subject property from R-1-8 to R-2-10. Attachments Staff report to the Planning Commission is attached. Budget Impact None Description of this Item The applicants request a re-zone of the subject property to allow them to build a duplex or twin home on the property. Any additional space needed is available on second page.
--	--

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 16th day of July, 2024, at the hour of 6:30 p.m. in the Council Chambers of the Murray City Hall, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing on and pertaining to amending the Zoning Map from the R-1-8 (Low Density Single Family) zoning district to the R-2-10 (Medium Density Residential) zoning district for the properties located at 1151 East 6600 South, Murray, Utah.

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

DATED this 21st day of June 2024.



MURRAY CITY CORPORATION

A handwritten signature in blue ink, appearing to read 'B. Smith', is written over a horizontal line.

Brooke Smith
City Recorder

DATE OF PUBLICATION: July 5, 2024
PH24-25

UCA §10-9a-205(2)

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

1. Mailed to Each Affected Entity
2. Utah Public Notice Website
3. City's Official Website
4. City Hall - Public Location Reasonably Likely to be Seen By Residents
5. Mailed to each property owner within 300 feet

ORDINANCE NO. _____

AN ORDINANCE RELATING TO LAND USE; AMENDS THE ZONING MAP FROM R-1-8 (LOW DENSITY SINGLE FAMILY) TO R-2-10 (MEDIUM DENSITY RESIDENTIAL) FOR THE PROPERTY LOCATED AT 1151 EAST 6600 SOUTH, MURRAY CITY

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

WHEREAS, the owner of the real property located at 1151 East 6600 South, Murray, Utah, has requested a proposed amendment to the Zoning Map to designate the property in an R-2-10 (Medium Density Residential) zone district; and

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

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

NOW, THEREFORE, BE IT ENACTED:

Section 1. That the Zoning Map and the zone district designation for the described property located at 1151 East 6600 South, Murray, Utah be amended from the R-1-8 (Low Density Single Family) zone district to the R-2-10 (Medium Density Residential) zone district:

Legal Description

BEGINNING AT A POINT IN THE CENTERLINE OF 6600 SOUTH STREET; SAID POINT BEING SOUTH 38 RODS AND WEST 20.6 RODS AND SOUTH 00° 15' 00" EAST 1.5 RODS AND SOUTH 08° 30' 00" EAST 37.4 RODS FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF 6600 SOUTH STREET; SAID POINT BEING SOUTH 89° 56' 15" WEST 411.29 FEET FROM THE SALT LAKE COUNTY SERVEY MONUMENT LOCATED AT THE INTERSECTION OF 6600 SOUTH AND 1200 EAST; AND RUNNING THENCE NORTH 08° 30' 00" WEST 146.00 FEET, MORE OR LESS, TO A POINT ALIGNING WITH THE WESTERLY PROJECTION OF A 6.0-FOOT CHAIN-LINK FENCE; THENCE NORTH 87° 15' 00" EAST 84.355 FEET TO AND ALONG SAID FENCE AND ITS EASTERLY PROJECTION, TO A POINT ON THE ARC OF A 26.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 38.23 FEET ALONG THE ARC OF

SAID CURVE; THENCE SOUTH 08° 30' 00" EAST 127.60 FEET TO THE CENTERLINE OF 6600 SOUTH STREET; THENCE SOUTH 89° 56' 15" WEST 108.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 15,830 SQUARE FEET OR 0.363 ACRES (BEFORE ELIMINATING AREA WITHIN STREET)

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this 16 day of July, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2024.

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was published according to law on the ____
day of _____, 2024.

Brooke Smith, City Recorder

Kenneth & Jean Kitt - 1151 East 6600 South - Zone Map Amendment from R-1-8, Single Family Low Density to R-2-10, Medium Density Residential -Project # 24-047

Kenneth and Jean Kitt were present to represent the request. Mustafa Al Janabi presented the application to amend the zoning of the subject properties for a residential development from R-1-8, Single Family Low Density, to R-2-10, Medium Density Residential. Mr. Al Janabi showed the site plan of the property. He said that the main difference between R-1-8 and R-2-10 is the size of the lot, changing from 8,000 square feet to 10,000 square feet. The R-2-10 zone would also allow for the development of twin homes. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to the Zoning Map designation of the properties located at 1151 East 6600 South from R-1-8, Single Family Low-Density Residential to R-2-10, Single Family Medium Density Residential.

Commissioner Pehrson asked for a brief comparison between the R-2-10 zone and the R-M-25 zone, which is across the street from the subject property.

Mr. Al Janabi said that the R-M-25 zone is higher density, which would allow for apartments or condos. The R-2-10 zone would not allow for such things.

Mr. Smallwood added that the R-2-10 zone would allow for approximately 8.7 units per acre.

Mr. Smallwood and the commissioners had a discussion about the consistencies of the zone descriptions in the General Plan.

Kenneth and Jean Kitt approached the podium. Chair Patterson asked Mr. and Mrs. Kitt if they had reviewed and can comply with the conditions. They indicated that he could.

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

Commissioner Henrie made the motion that the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to the Zoning Map designation of the properties located at 1151 East 6600 South from R-1-8, Single Family Low-Density Residential to R-2-10, Single Family Medium Density Residential.

Commissioner Milkavich seconded. Roll call vote:

A Patterson
A Hacker
A Henrie
A Hristou
A Pehrson
A Richards
A Milkavich

Motion passes: 7-0

ANNOUNCEMENTS AND QUESTIONS

The next scheduled meeting will be held on Thursday, May 16, 2024, at 6:30 p.m. MST in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

ADJOURNMENT

Commissioner Pehrson made a motion to adjourn the meeting at 7:16 p.m. Seconded by Commissioner Henrie. A voice vote was taken, with all in favor of adjournment.



Philip J. Markham, Director
Community & Economic Development Department

DRAFT



AGENDA ITEM # 08 - Kenneth R & Jean M. Kitt

ITEM TYPE:	Zone Map Amendment		
ADDRESS:	1151 East 6600 South	MEETING DATE:	May 2, 2024
APPLICANT:	Kenneth R. & Jean M. Kitt	STAFF:	Mustafa Al Janabi, Planner I
PARCEL ID:	22-20-255-009	PROJECT NUMBER:	24-047
CURRENT ZONE:	R-1-8, Single Family Low Density	PROPOSED ZONE:	R-2-10, Medium Density Residential
Land Use Designation	Low Density Residential		
SIZE:	.28 acre		
REQUEST:	The applicant would like to amend the Zoning of the subject properties to facilitate a residential development .		



I. BACKGROUND

Kenneth and Jean are requesting an amendment to the Murray City Zoning Map in order to allow a residential development of the property. The properties are currently owned by the applicant.

The subject property is 0.28 acres (12,197 sq ft) in the R-1-8, Residential Single Family Zoning District on the southeast side of Wheeler Farm. It faces 6600 South, across the street from the Cottonwood Grove Condominiums.

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Single Family Residential	R-1-8
South	Residential Multiple High Density	R-M-25
East	Single Family Residential	R-1-8
West	Parks and Open Space	O-S

IV. ANALYSIS

Zoning Considerations

The subject property is in the R-1-8, Residential Single Family Zoning District. The properties to the north and east have largely been developed as single-family residential dwellings. Staff supports the proposed zone map amendment noting that the potential development would facilitate additional reinvestment into the area and provide much-needed housing into the city.

Allowed Land Uses

The most significant difference between the allowable uses in the existing R-1-8 Zone and the proposed R-2-10 Zone is the allowed residential density. The permitted and conditional uses themselves are very similar or the same between the two zones.

- **Existing R-1-8, Single Family Low-Density Residential Zone:**
Permitted Uses in the R-1-8 Zone include single-family dwellings on 8,000 ft² lots, utilities, charter schools, and residential childcare facilities.

Conditional Uses in the R-1-8 Zone include attached single-family dwellings (in Planned Unit Developments, or PUDs) telephone stations and relay towers, radio and television transmitting stations, parks, schools and churches, utilities, cemeteries, libraries, and group instruction in single-family dwellings.
- **Proposed R-2-10, Single Family Medium Density Residential Zone:**
Permitted Uses in the proposed R-2-10 include single-family detached dwellings on a minimum of 10,000 ft² lots, two-family dwellings (duplexes), residential facilities for elderly persons, utilities, charter schools, and residential childcare facilities.

Conditional Uses in the proposed R-2-10 include attached, and detached single-family dwellings (in Planned Unit Developments, or PUDs) telephone stations and relay towers, parks, schools and churches, utilities, cemeteries, libraries, and group instruction in single-family dwellings.

Zoning Regulations

The more directly comparable regulations for setbacks, height, and parking between the existing R-1-8 and proposed R-2-10 zones are summarized in the table below.

	R-1-8 (existing)	R-2-10
Single-Family Lot Size	8,000 ft ² min per lot	10,000 ft ² min per lot For twin homes, 5,000 per side
Height	35'	35'
Front yard setback	25'	25'
Rear Yard setback	25'	25'
Side Yard setbacks	8' , total 20'	8' , total 20'
Corner Yard setback	20'	20'
Parking Required	2 spaces per dwelling	2 spaces per dwelling

Figure 1: Compared Regulations in existing and proposed zone.

General Plan & Future Land use Designation Considerations

The purpose of the General Plan is to provide overall goal and policy guidance related to growth and planning issues in the community. The General Plan provides for flexibility in the implementation of the goals and policies depending on individual situations and characteristics of a particular site. Map 5.7 of the Murray City General Plan (the Future Land Use Map) identifies future land use designations for all properties in Murray City. The designation of a property is tied to corresponding purpose statements and zones. These "Future Land Use Designations" are intended to help guide decisions about the zoning designation of properties.

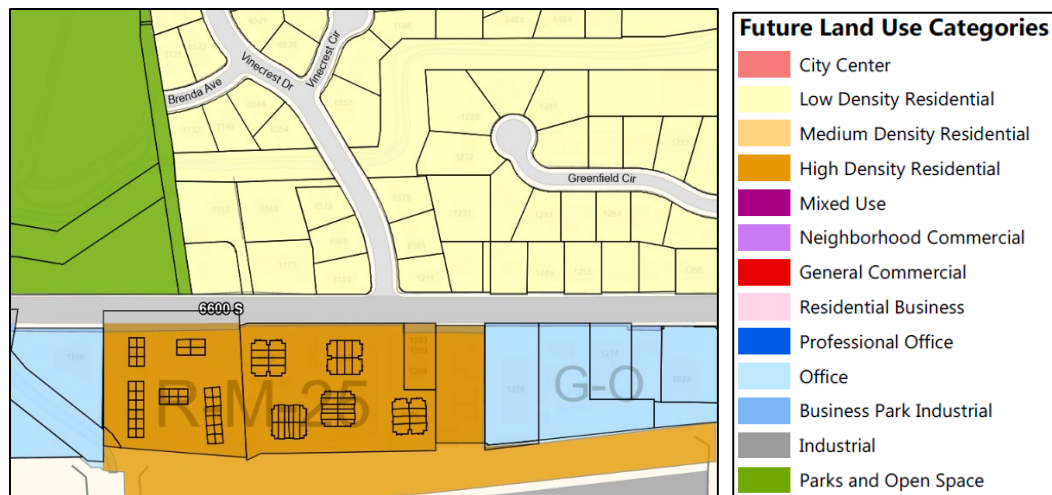


Figure 2: Future Land Use Map

The subject property is currently designated “Low-Density Residential”. The Low-Density Residential designation corresponds to six zoning districts including both the existing R-1-8 Zone and the proposed R-2-10 Zone. The proposed Zone Map Amendment is supported by the General Plan.

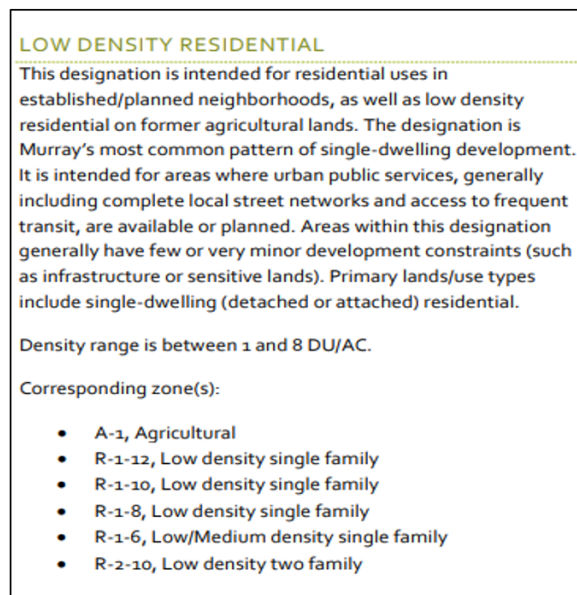


Figure 3: General Plan showing the corresponding Zoning Districts

General Plan Objectives

There are several goals and objectives taken from various chapters of the General Plan that would be supported by development of the subject property under the R-2-10 Zone. The overall goal of Chapter 5, Land Use & Urban Design element is to “provide and promote a mix

of land uses and development patterns that support a healthy community comprised of livable neighborhoods, vibrant economic districts, and appealing open spaces”. The following sections from the General Plan support the proposal for the R-1-6 Zone change:

Objective 9 of the Land Use & Urban Design element is shown below (from pg. 5-20 of the General Plan)

OBJECTIVE 9: PROVIDE A MIX OF HOUSING OPTIONS AND RESIDENTIAL ZONES TO MEET A DIVERSE RANGE OF NEEDS RELATED TO LIFESTYLE AND DEMOGRAPHICS, INCLUDING AGE, HOUSEHOLD SIZE, AND INCOME.

Strategy: Ensure residential zoning designations offer the opportunity for a spectrum of housing types.

Strategy: Simplify the residential zoning district designations.

The applicant’s proposed zone amendment, which is supported by land use designation, will result in a development that provides for widely asked-for Twin Home/Duplex housing within Murray City. The overall density will be consistent with the surrounding area and will not have unmanageable impacts, especially given the specific context of this subject property.

The overall goal of Chapter 8, Neighborhoods and Housing is to “provide a diversity of housing through a range of types and development patterns to expand the options available to existing and future residents”.

OBJECTIVE 1: PRESERVE AND STABILIZE CURRENT NEIGHBORHOODS.

Strategy: Protect the character and integrity of residential neighborhoods through landscape buffers, use, and visual buffer transitions.

Strategy: Continue detailed landscape buffer requirements to commercial and institutional zoning codes.

Strategy: Implement transition housing types that would integrate well with surrounding single-family dwellings and create a physical and visual transition from commercial developments.

Strategy: Support residential infill projects of a compatible scale and form.

The first objective, shown above, encourages supporting residential infill projects and housing transitions that integrate well with the surrounding neighborhoods.

OBJECTIVE 3: ENCOURAGE HOUSING OPTIONS FOR A VARIETY OF AGE, FAMILY SIZE AND FINANCIAL LEVELS.

Strategy: Support a range of housing types, including townhomes, row-homes, and duplexes, which appeal to younger and older individuals as well as a variety of population demographics.

Strategy: Promote the construction of smaller-scaled residential projects that are integrated with current and future employment, retail, and cultural areas.

Strategy: Implement transition housing types that would integrate well with surrounding single-family dwellings and create a physical and visual transition from commercial developments.

Strategy: Review zoning ordinances and make modifications where necessary to allowable housing types, lot size, setbacks and other factors that limit types of housing in a zone.

Strategy: Continue to support ADUs (Accessory Dwelling Units) in all single-family residential zones and allow ADUs for single-family homes located in multi-family zones.

Objective three encourages the development of a range of housing types, smaller scaled residential projects, transitional housing types, and duplexes in implementing the plan.

II. CITY DEPARTMENT REVIEW

The applications have been made available for review and comment by City Staff from various departments including the Engineering, Water, Wastewater, and Building Divisions and the Fire, Police, and Power Departments. The following comments were submitted.

Engineering Department had no comments.

Water Department had no comments.

Police Department had no comments.

Wastewater Department made the following comments:

- Approve the Zone Map amendment.
- Noting, the property is serviced by Cottonwood Improvement District for sewer. All future sewer work must be approved by Cottonwood Improvement District.

Fire Department had no comment

Building Department had no comment

Power Dept had no comment

III. PUBLIC COMMENTS

Eighty-eight (88) notices of the public hearing were sent for the requested amendment to the Zoning Map to all property owners within 300' of the subject property and to affected entities. As of the writing of this report no comments have been received.

IV. FINDINGS

1. The General Plan supports the requested change in zoning and provides for flexibility in the implementation and execution of the goals and policies based on individual circumstances.
2. The proposed Zone Map Amendment from R-1-8 to R-2-10 has been considered based on the characteristics of the site and surrounding area. The potential impacts of the change can be managed within the densities and uses allowed by the proposed R-2-10 Zone.
3. The proposed Zone Map Amendment from R-1-8 to R-2-10 conforms to important goals and objectives of the 2017 Murray City General Plan and will allow for an appropriate small infill development of the subject properties.

V. STAFF RECOMMENDATION

Based on the background, analysis, and findings within this report, Staff recommends that the Planning Commission **forward a recommendation of APPROVAL to the City Council for the requested amendment to the Zoning Map designation of the properties located at 1151 East 6600 South from R-1-8, Single Family Low-Density Residential to R-2-10, Single Family Medium Density Residential.**

ZONING AMEENEMENT APPLICATION

Type of Application(check one):

Text Amendment: _____

Map Amendment: X

Applicant Information

Name: Kenneth R & Jean M. Kitt

Mailing Address: 959 E. Vine Street City: Murray State: UT ZIP: 84121

Phone #: 385-414-3875 Fax #: _____ Email Address: kenk3@g.com

Property Owner's Information (If different)

Name: _____

Mailing Address: _____ City: _____ State: _____ ZIP: _____

Phone #: _____ Fax #: _____ Email Address: _____

Application Information

For Map Amendments:

Property Address: 1151 East 6000 South Murray, UT 84121

Parcel Identification (Sidwell) Number: 22-20-255-009-0000

Parcel Area(acres): .28 Existing Zone: R-1-8 Proposed: R-2-10

Request Complies with General Plan: Yes: _____ No: _____

For Text Amendments:

Describe the request in detail (use additional pages, or attach narrative if necessary):

Would like this property rezoned to be
able to build a twin home or duplex

Authorized Signature: Kenneth R. Kitt / Jean M. Kitt Date: March 19, 2024

For Office Use Only

Project Number: PZ-24-047 Date Accepted: 4/19/24

Planner Assigned: Mustafa Al Janabi

Property Owners Affidavit

I (we) Kenneth K. H. Kanm K. H. being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application: that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Kenneth K. H.
Owner's Signature

Kanm K. H.
Owner's Signature (co-owner if any)

State of Utah

§

County of Salt Lake

Subscribed and sworn to before me this 20th day of March, 2024.

[Signature]
Notary Public

Residing in Murray, UT

My commission expires: 03/14/2027



Agent Authorization

I (we), _____, the owner(s) of the real property located at _____ in Murray City, Utah, do hereby appoint _____, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize _____ to appear on my (our) behalf before any City board or commission considering this application.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah

§

County of Salt Lake

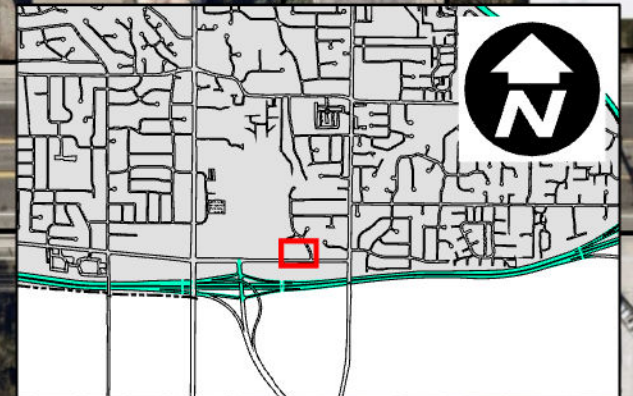
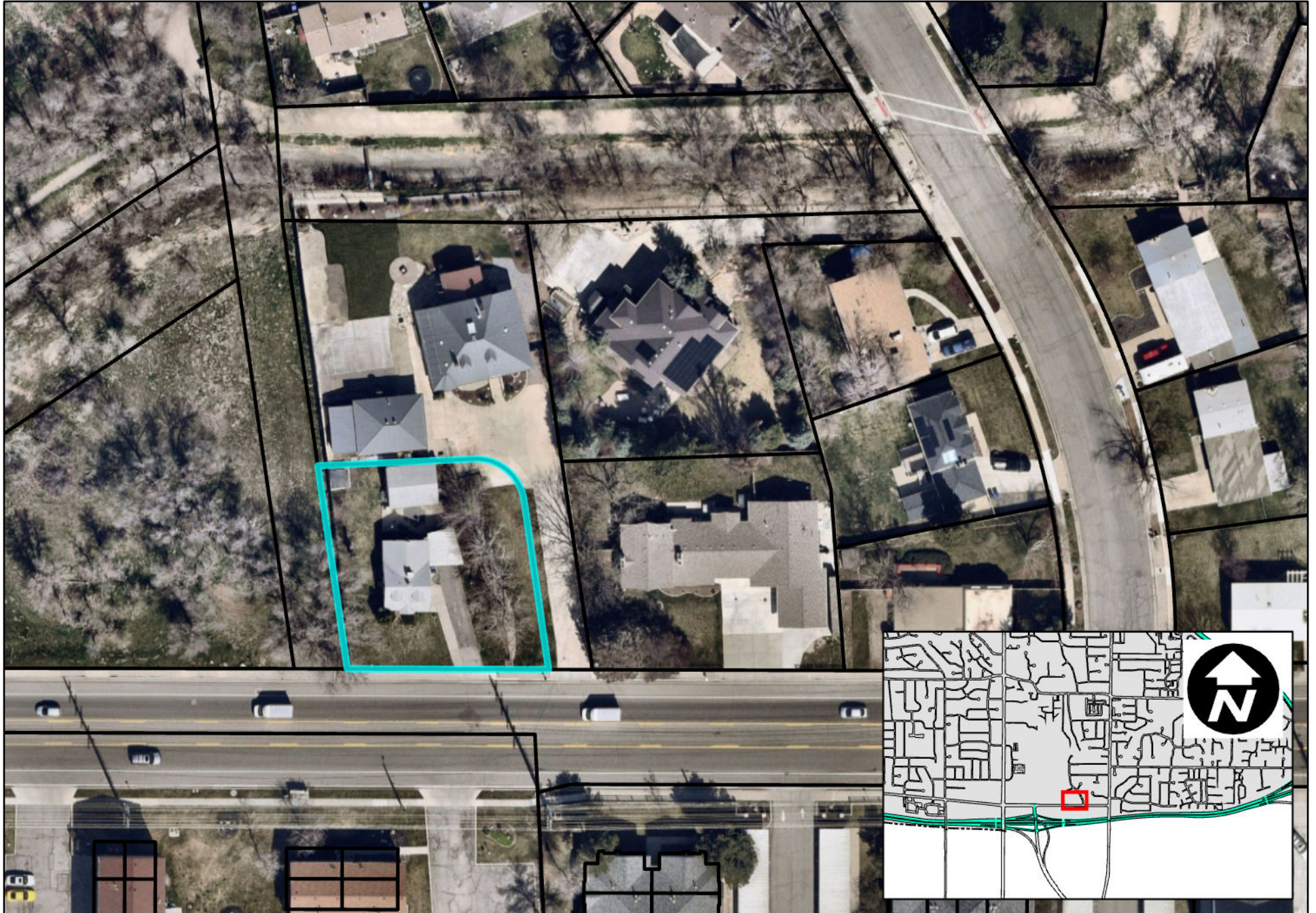
On the _____ day of _____, 20____, personally appeared before me _____ the signer(s) of the above Agent Authorization who duly acknowledge to me that they executed the same.

Notary public

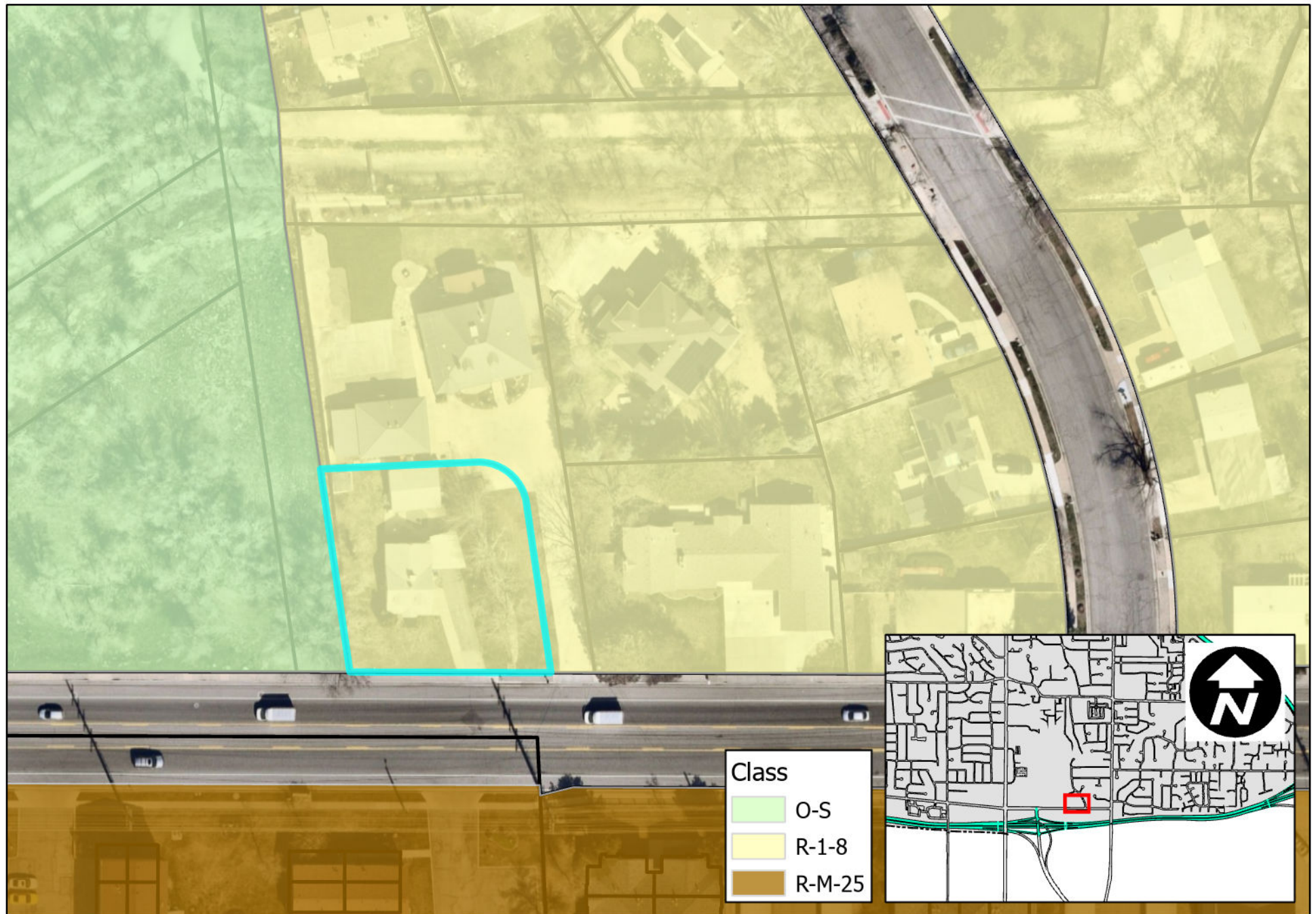
Residing in: _____

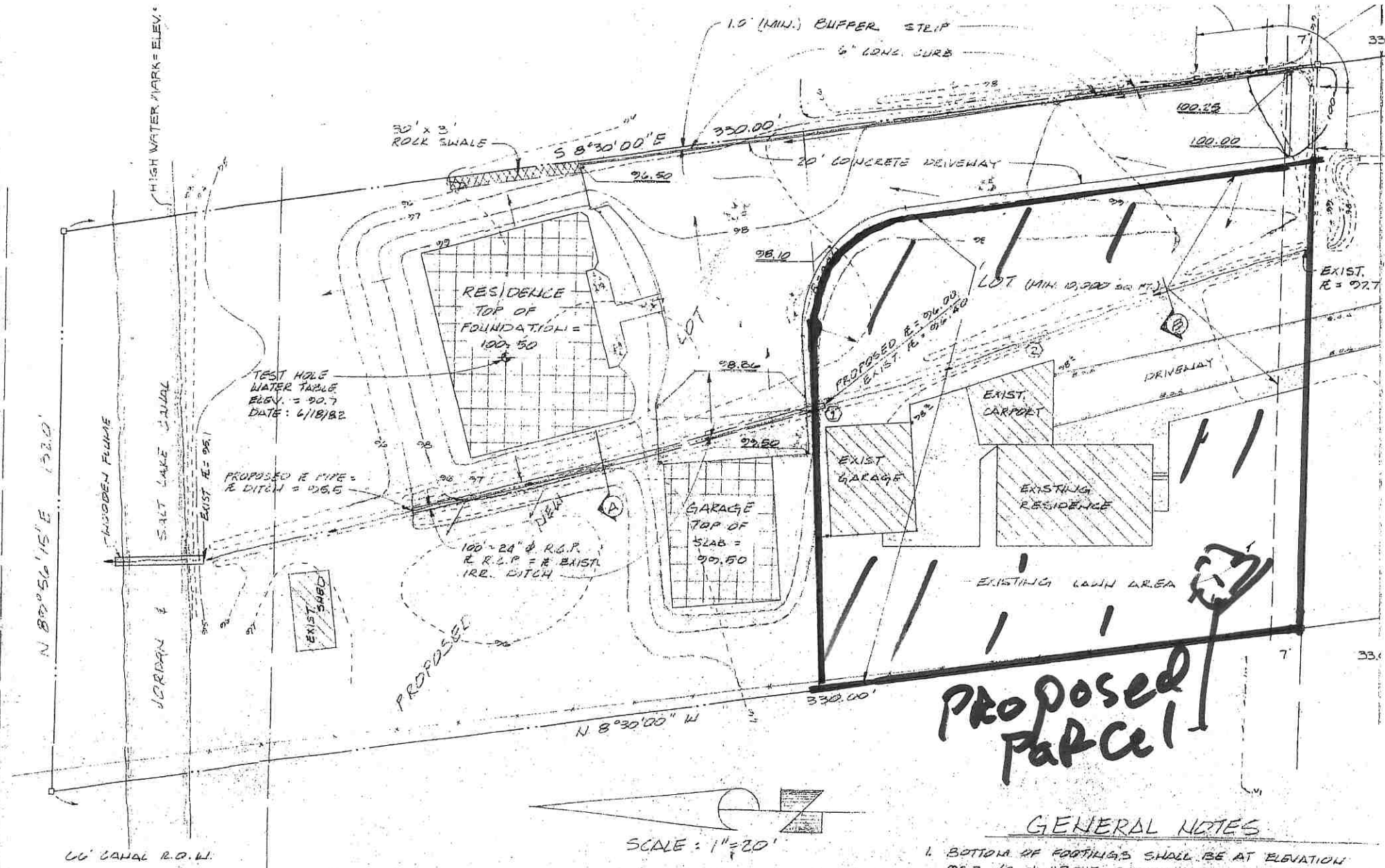
My commission expires: _____

1151 East 6600 South



1151 East 6600 South





Proposed Parcel

GENERAL NOTES

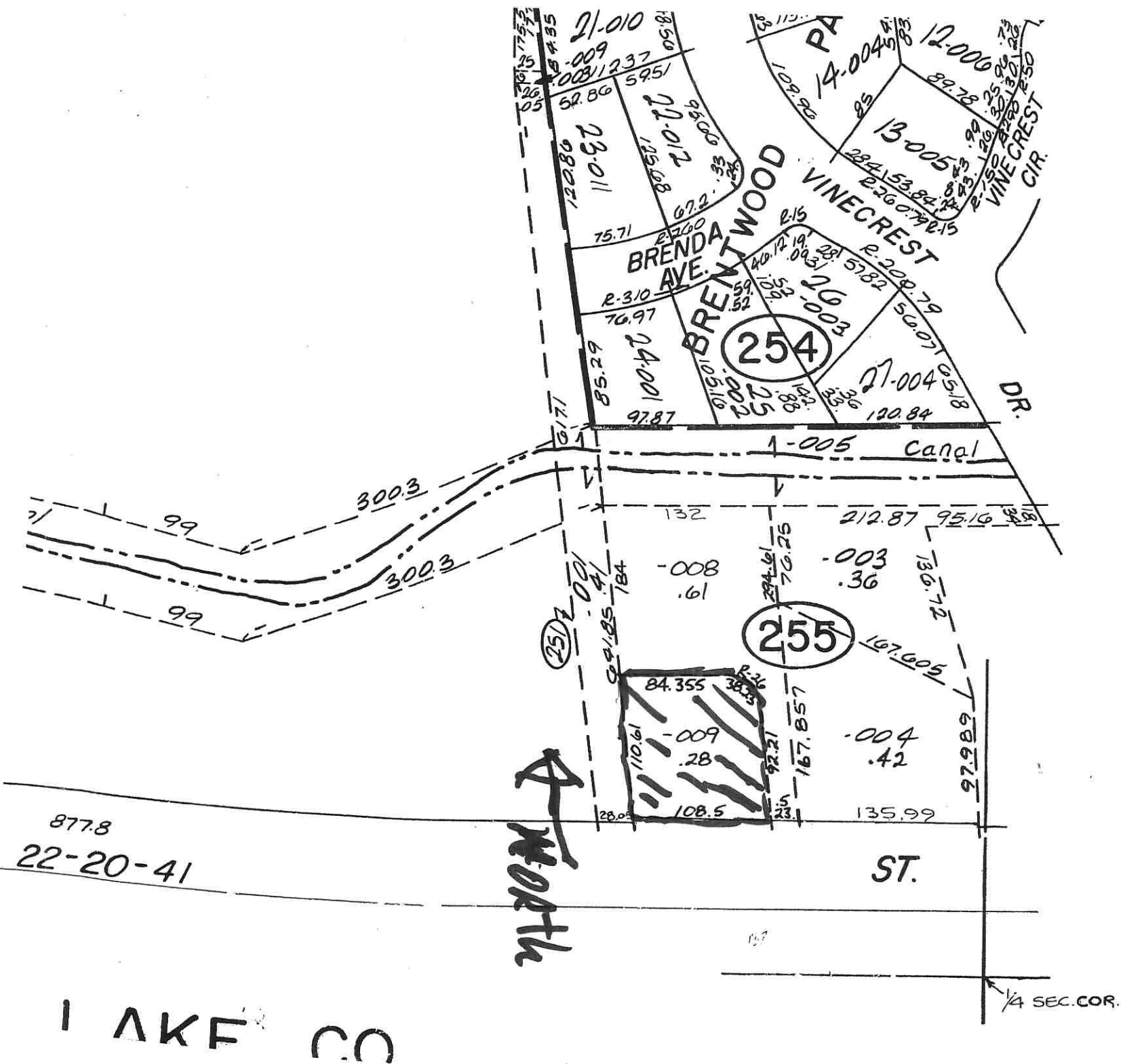
1. BOTTOM OF FOOTINGS SHALL BE AT ELEVATION 92.7 (2.0' ABOVE ESTIMATED HIGH WATER TABLE).
2. PLACEMENT OF 4" x PERFORATED R.V.C. DRAIN TILE AROUND FOOTINGS, DISCHARGING INTO CANAL, IS RECOMMENDED BUT NOT REQUIRED.
3. RE-EXCAVATE (DAYLIGHT) FLOWLINE OF DITCH FROM POINT (1) TO POINT (7) (1+00') AS PER PLAN.

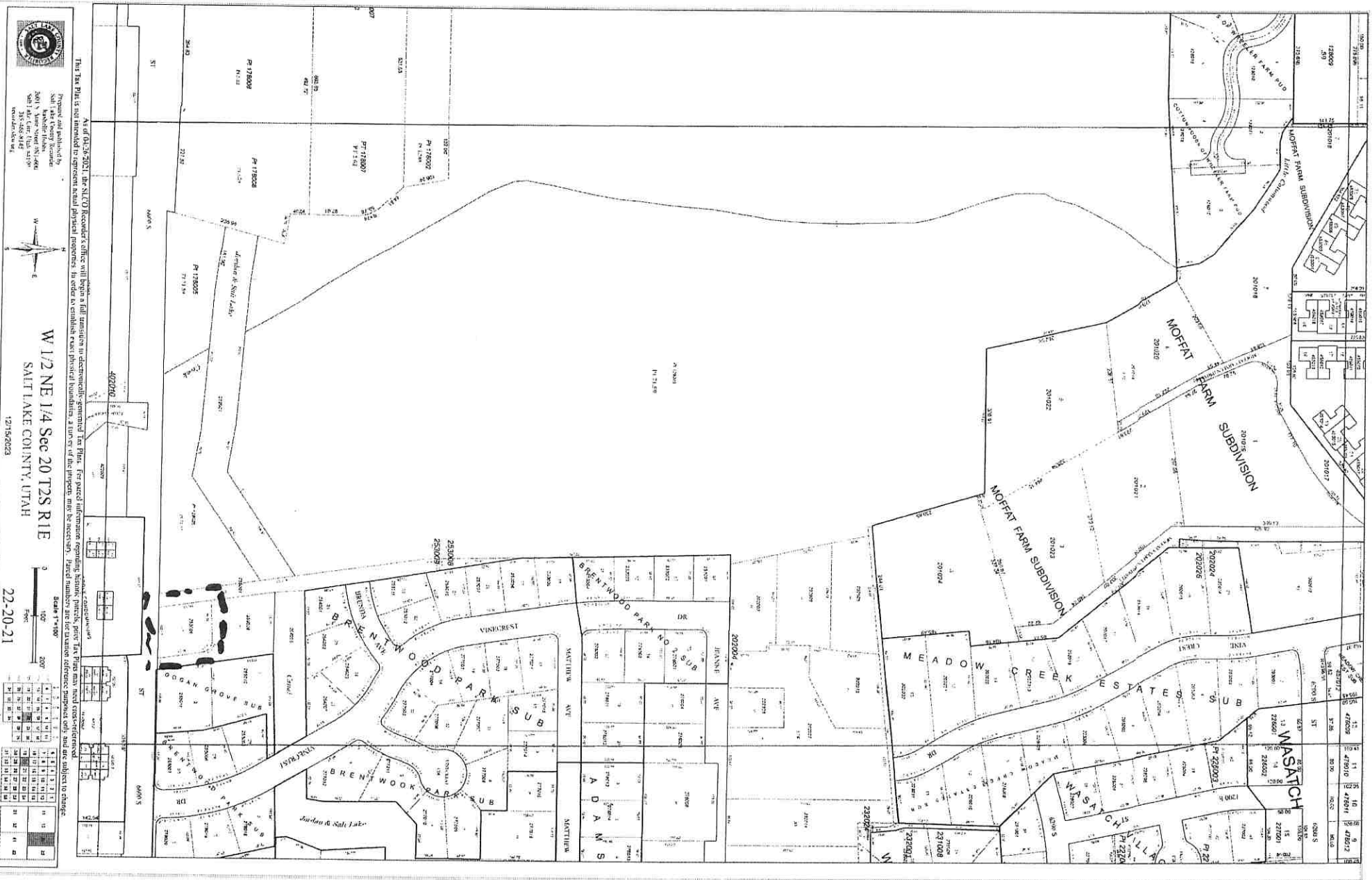
LEGEND

- PROPERTY LINE
- RE-EXCAVATION LINE

— E.P.A. — EDGE OF ASPHALT

Existing sheet 1151 & 1152 East 6600 S.





Plat map published by
Salt Lake Tribune
Salt Lake City, Utah
12/15/2023



W 1/2 NE 1/4 Sec 20 T2S R1E
SALT LAKE COUNTY, UTAH

22-20-21

Scale 1" = 100'

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NOTICE OF PUBLIC HEARING

May 2nd, 2024, 6:30 PM

The Murray City Planning Commission will hold a public hearing on Thursday, May 2nd, 2024 at 6:30 p.m. in the Murray City Municipal Council Chambers, located at 10 East 4800 South to receive public comment on applications submitted by **Kenneth & Jean Kitt** for the property located at **1151 East 6600 South**. The requests are to amend the Zone Map from R-1-8, Single Family Low Density to R-2-10, Single Family Medium Density. The meeting is open and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

Comments are limited to 3 minutes or less, written comments will be read into the meeting record.



This notice is being sent to you because you own property within 400 feet of the subject property. If you have questions or comments concerning this proposal, please call the Murray City Planning Division at 801-270-2430, or e-mail to planningcommission@murray.utah.gov.

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

Public Notice Dated | April 16th, 2024

Murray City Hall | 10 East 4800 South | Murray | Utah | 84107



Discussion Item #3



MURRAY

City Council and Administration

Interlocal Boards and Committee Reports

Council Action Request

Committee of the Whole

Meeting Date: July 9, 2024

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters As Listed	Purpose of Proposal Reports from Murray City representatives who serve on interlocal boards, committees and commissions. Action Requested Informational only. Attachments None Budget Impact N/A Description of this Item Biannual reports from City representatives who serve on Interlocal Boards and Commissions (5 minutes each) a. Valley Emergency Communications Center (VECC), Metro Fire, Utah Telecommunications Open Infrastructure Agency (UTOPIA), and Utah Infrastructure Agency (UIA) - Doug Hill (20 minutes) b. Council of Governments (COG) and Wasatch Front Waste and Recycling District (WFWRD) - Mayor Hales (10 minutes) c. Central Valley Water - Ben Ford
Required Time for Presentation 35 Minutes Is This Time Sensitive No Mayor's Approval Date June 18, 2024	



Discussion Item #4



MURRAY

City Council

Christmas Eve Holiday

Council Action Request

Committee of the Whole

Meeting Date: July 9, 2024

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Adam Hock Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval Date June 25, 2024	Purpose of Proposal Designate Christmas Eve as a paid holiday for city employees Action Requested Information and discussion Attachments Ordinance, Holiday Survey, Budget Impact Budget Impact \$40,868 Description of this Item Council member Hock will discuss designating Christmas Eve as a paid holiday for city employees
--	---

COUNCIL MEMBER INITIATIVE REQUEST FORM

[Google Link: Council Member Initiative Request Form](#)

Sponsoring Council Member Information

Name: <i>Adam Hode</i>	
Initiative Topic: <i>Christmas Eve Kaddison</i>	
Date Submitted: <i>5/24/24</i>	Select Meeting Type: <i>Select Council</i>
Presentation Date Requested: <i>6/18/24</i>	

Council Member Signatures

Please request signatures from at least one additional council member for the initiative item to be included on the agenda for discussion. *Council member signature reflects support to present an initiative and is not an endorsement.

Sponsoring Council Member Signature: <i>[Signature]</i>
*Council Member: <i>Diane Jackson</i>
*Council Member:

Initiative Description

Please provide a detailed description of the proposed initiative below.

Amend City Code to Expand Christmas Eve Holiday from 4 hours to 8 hours.

Supporting Documentation

In the section below, please provide any supporting documentation for the proposed initiative, such as, digital files, hyperlinks and attachments which will be used during the initiative presentation.

Budget Fiscal Note
Code Code Rewrite

Presentation Details

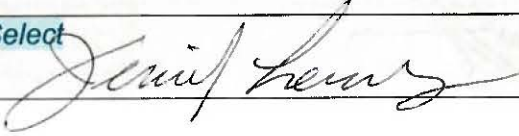
The Sponsoring Council member is responsible for coordinating the presentation time, room, and staff involvement. The presentation is designed to inform and educate Council Members regarding a particular topic, i.e., the need for discussion, statistical data, outside municipal experiences, current trends, etc.

Estimated Presentation Time Needed: <i>10</i>
Presentation Equipment Setup Needed (AV): <i>N/A</i>
Office Staff Assistance Needed:

Presentation Summary: Highlights and Action Items

Discussion should be focused on balancing and weighing the topic against the general policy created by the Council. If there is a need, discussion items may be scheduled for a second meeting. At the conclusion of the Council discussion, please record the meeting's action items and discussion highlights.

For Council Office Staff Use

Meeting Date	<u>cow-7/9/24</u> <u>cm 7/16/24</u>	
Supporting Documents Received?	<u>Ordinance</u>	Select
Notes:		
Staff Sign Off:	Select 	

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.62.120 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO EMPLOYEE HOLIDAY VACATIONS.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this ordinance is to amend Section 2.62.120 of the Murray City Municipal Code relating employee holiday vacations.

Section 2. Amendments. Section 2.62.120 of the Murray City Municipal Code shall be amended to read as follows:

2.62.120: HOLIDAYS:

A. Each regular full-time employee in City service shall be granted holiday vacations at full pay in accordance with the following schedule:

New Year's Day: January 1

Martin Luther King Day: Third Monday in January

Presidents' Day: Third Monday in February

Memorial Day: Last Monday in May

Juneteenth National Freedom Day: Third Monday in June

Independence Day: July 4

Pioneer Day: July 24

Labor Day: First Monday in September

Veterans Day: November 11

Thanksgiving Day: Fourth Thursday in November

Day after Thanksgiving: Friday after Thanksgiving

Christmas Eve: December 24, ~~the last four hours of an employee's workday. (When Christmas Eve day falls on a Friday, Saturday, or Sunday, the four-hour provision shall not apply.)~~

Christmas Day: December 25

~~3 employee appreciation days (Effective through 12/31/22)~~

2 employee appreciation days ~~(Effective 1/1/23)~~

B. If New Year's Day, Independence Day, Pioneer Day, Veterans Day, Christmas Eve or Christmas Day falls on a Saturday, all employees shall take the preceding Friday as the holiday, and if it falls on a Sunday, then all employees shall take the following Monday as the holiday.

C. The ~~three~~ two (32) employee appreciation days may be taken as a day off work by each employee. Employee appreciation days may not be accumulated or used for any calendar year past December 31 of each year, and in no event will employees be allowed to receive pay in lieu of taking the ~~three~~ two (32) employee appreciation days.

D. Eligible new hires are entitled to receive up to ~~three~~^{two} (3²) employee appreciation days (24 ¹⁶ hours) the first year of employment based upon the following schedule:

(Effective through 12/31/22)

Hire Date	Employee Appreciation Hours Available
January 1 to March 31	24
April 1 to June 30	18
July 1 to September 30	12
October 1 to December 31	6

(Effective 1/1/23)

Hire Date	Employee Appreciation Hours Available
January 1 to March 31	16
April 1 to June 30	12
July 1 to September 30	8
October 1 to December 31	4

E. Employee appreciation hours are not available to part time employees.

F. Due to differences in shifts, employees in the Fire and Police Department will receive vacation and holidays as determined by the Fire and Police Chiefs respectively and approved by the Mayor.

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this ____ day of _____, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2024

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance, or a summary hereof, was published according to law on the ____ day of _____, 2024. _____

Brooke Smith, City Recorder

CITY PAID HOLIDAYS

	New Year's	MLK Jr	President's	Memorial			Pioneer	Labor	Veteran's	Thanksgiving	Day after	Christmas	Christmas	Floating	Total	Notes
	Day	Day	Day	Day	Juneteenth	July 4th	Day	Day	Day	Day	Thanksgiving	Eve	Day	Holidays		
Cottonwood Heights	X	X	X	X	X	X	X	X	X	X	X		X	1	13	
Draper	X	X	X	X	X	X	X	X	X	X	X	X	X		13	
Herriman	X	X	X	X	X	X	X	X	X	X	X	X	X		13	
Holladay	X	X	X	X	X	X	X	X	X	X	X	see note	X		12.5	Half day
Millcreek	X	X	X	X	X	X	X	X	X	X	X	see note	X	1	13	City Manager traditionally has given 1/2 day Christmas Eve
Murray	X	X	X	X	X	X	X	X	X	X	X	see note	X	2	14.5	Half day except when it falls on Friday, Saturday, Sunday
Riverton	X	X	X	X	X	X	X	X	X	X	X	X	X		13	
Salt Lake County	X	X	X	X	X	X	X	X	X	X	X		X		12	
Sandy	X	X	X	X	X	X	X	X		X	X	X	X	1	13	
So. Salt Lake	X	X	X	X	X	X	X	X	X	X	X	X	X		13	
South Jordan	X	X	X	X	X	X	X	X	X	X	X	X	X		13	
West Jordan	X	X	X	X	X	X	X	X	X	X	X	X	X	1	14	
West Valley	X	X	X	X	X	X	X	X	X	X		see note	X		11	Dropped Christmas Eve when they added Juneteenth

Murray City
Fiscal Note
Additional Holiday

revised May 9

only speciality pay employees 0701 0801

adjusted annual salary after cola	\$	14,778,249	
annual hours		<u>2,080</u>	
Per hour police/fire		7,105	
New holiday hours		<u>4</u>	
	\$	28,420	
with FICA/Medicare	\$	30,594	Additional direct cost.

City wide per hour salary WO police/fire	\$	21,251,221	
annual hours		<u>2,080</u>	
	\$	10,217	
		<u>4</u>	
Lost Work	\$	40,868	

Other non quantifiable costs

Will have additional standby pay at a higher holiday rate

Holiday pay counts toward OT will have extra overtime, especially in parts of city which work 24/7 (not police or fire)

The ParkCenter and senior recreation center will still need to be open even if the city is closed, so will likely cause overtime.

It is not an official holiday so citizens will be expecting utilities customer service to be open.



Discussion Item #5



MURRAY

Parks and Recreation

Jordan River Property Purchase

Council Action Request

Council Meeting

Meeting Date: July 9, 2024

Department Director Kim Sorensen Phone # 801-264-2619 Presenters Sorensen Kim Required Time for Presentation 15 Minutes Is This Time Sensitive No Mayor's Approval  Date June 26, 2024	Purpose of Proposal Discuss resolution to purchase 50% of two properties located at 1193 W Winchester, and 1130 West Saddle Bluff Street. Action Requested Approve Resolution Attachments misc. property documents, resolution. Budget Impact Park Impact Funds will be used for purchase. Description of this Item Property is located west of the Jordan River at the Murray/West Jordan border. One section is located in Murray City and one in West Jordan. Salt Lake County is providing funds for 50% of the property and Murray 50%. 
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RESOLUTION NO. _____

A RESOLUTION APPROVING TWO PURCHASE AND SALE AGREEMENTS INVOLVING THE CITY AND SALT LAKE COUNTY ("COUNTY") FOR THE JOINT ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 1193 WEST WINCHESTER STREET, MURRAY, UTAH AND 1130 WEST SADDLE BLUFF DRIVE, WEST JORDAN, UTAH TO BE USED AS PUBLIC PARK PROPERTY.

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

WHEREAS, the City and Salt Lake County are "public agencies" as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act; and

WHEREAS, the property owner of the real property located at 1193 West Winchester Street, Murray, Utah and at 1130 West Saddle Bluff Drive, West Jordan, Utah (collectively, the "Property"), recently offered both parcels for sale to the public; and

WHEREAS, the offering of property in these locations is a rare opportunity to acquire vacant land for public purposes; and

WHEREAS, the City submitted an offer that was accepted by the Property owner; and

WHEREAS, Salt Lake County representatives expressed an interest in joining with the City to acquire, develop, and maintain the Property as a public park; and

WHEREAS, the City Council has determined that it is in the best interests of the inhabitants of Murray to jointly with Salt Lake County, enter into agreements for acquisition of the Property ("Agreements"); and

WHEREAS, the Agreements have been presented to the Council for review and approval, copies of which are attached hereto; and

WHEREAS, the Agreements set forth the rights, duties, and responsibilities of the parties.

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

1. It hereby approves the Agreements, in substantially the form attached hereto; and
2. The Purchase and Sale Agreements are in the best interest of the City; and

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

DATED this day of July, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST

Brooke Smith, City Recorder

PURCHASE AND SALE AGREEMENT

(Property Number: 548-7552)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is effective as of the Effective Date, by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“**Seller**”), and Murray City Corporation (the “**City**”) and Salt Lake County, a body corporate and politic of the State of Utah (the “**County**”) (the City and the County are collectively referred to herein as “**Buyers**”).

RECITALS

- A. Seller is the owner of certain real property located at 1130 W Saddle Bluff Drive, West Jordan, Salt Lake County, State of Utah, as more fully described on Exhibit A attached hereto (the “**Real Property**”), together with those items included in the definition of “**Property**” below.
- B. Buyers desire to purchase from Seller, and Seller is willing to sell to Buyers, the Property upon the covenants, terms, conditions, and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyers agree as follows:

- 1. **DEFINITIONS.** The following terms shall have the following meanings when used in this Agreement:
 - 1.1 **Agreement** – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.
 - 1.2 **Business Day** – A day other than a Saturday, Sunday, or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.
 - 1.3 **Buyers’s Consultants** – The attorneys, lenders, and consultants of Buyers that are specifically working with Buyers on the Purchase and Sale Transaction.
 - 1.4 **Cash** – United States currency represented by certified or cashier’s check, wire transfer or other readily available funds.
 - 1.5 **Closing or Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.
 - 1.6 **Closing Date** – On or before the date which is (30) calendar days after the expiration of the Feasibility Review Period.
 - 1.7 **Current Knowledge** – With respect to Seller shall mean the current, actual knowledge of the Seller Representatives, and with respect to Buyers shall mean the current, actual knowledge of Buyers.

- 1.8 **Effective Date** – The later of the date that Buyers or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyers’ or Seller’s signatures and the date inserted following their signatures on the signature page herein.
- 1.9 **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.
- 1.10 **Feasibility Review Period** – The period of time from the Effective Date until 5:00 pm, Mountain Standard Time, on the date which is (90) calendar days after the Effective Date.
- 1.11 **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.
- 1.12 **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.
- 1.13 **Permitted Exceptions** – All taxes and assessments against the Property which are not yet due and payable as of the Closing Date, all then-current zoning laws and restrictions relating to the Property (all in connection with the Entitlements), any patent claims and/or reservations, standard exceptions to a standard owner’s title insurance policy, and all other matters affecting title to the Property contained in the Title Report or shown on the Survey as are accepted by Buyers pursuant to the provisions of Section 6.2 of this Agreement.
- 1.14 **Personal Property** – Not Applicable
- 1.15 **Property** – The Real Property, together with (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; (iii) the Personal Property; and (iv) applicable water rights, energy, and mineral rights.
- 1.16 **Purchase and Sale Transaction** – The purchase of all of the Property by Buyers, and the sale of all of the Property by Seller, all as contemplated by this Agreement.
2. **Purchase Agreement**. Seller hereby agrees to sell to Buyers, and Buyers hereby agrees to purchase from Seller, the Property. The Property shall be purchased in accordance with, and subject to, the terms, conditions, and provisions fully set forth below.
3. **Purchase Price**. The Purchase Price for the Purchase and Sale Transaction shall be as follows:
- 3.1 **Purchase Price**. The purchase price of the Property (the “**Purchase Price**”) shall be Three Hundred and Seventy-Five DOLLARS (\$ 375,000).
- 3.2 **Earnest Money**. Buyers shall deposit the following amounts (collectively with any and all interest accrued thereon, the “**Earnest Money**”) in accordance with the following provisions:
- 3.2.1 Fifteen Thousand DOLLARS (\$ 15,000) in Cash deposited with Escrow Agent within three (3) Business Days after the delivery to Escrow Agent of a fully executed original of this Agreement. The City and the County shall each contribute \$7,500 towards this Earnest Money payment. In the event that the Earnest Money is not timely delivered

by Buyers to Escrow Agent, then this Agreement shall be null and void in all respects and neither party shall have any obligations of any kind except to the extent the obligations by their terms expressly survive any termination of this Agreement.

- 3.3 **Balance of the Purchase Price.** The Purchase Price, less the Earnest Money, shall be paid by Buyers to Seller at the Closing of the Purchase and Sale Transaction as follows: The City shall pay \$180,000.00 towards the Purchase Price at the Closing, and the County shall pay \$180,000.00 towards the Purchase Price at Closing.

4. **Disposition of Earnest Money.** Seller and Buyers hereby instruct Escrow Agent to hold the Earnest Money, if any, and to disburse the Earnest Money as follows:

- 4.1 **Distribution of Earnest Money to Buyers.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) the timely termination of this Agreement by Buyers pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyers is granted the right to receive the portion of the Earnest Money each contributed; or (ii) the termination of this Agreement by Buyers due to a material Seller Default under this Agreement, then all portions of the Earnest Money contributed respectively by Buyers shall be paid and disbursed immediately to Buyers. Notwithstanding the foregoing, if Buyers elect to terminate pursuant to their termination right under Section 5.1.4 below after the expiration of the Feasibility Review Period (100%) of the Earnest Money shall be paid and disbursed immediately to Seller.

- 4.2 **Distribution of Earnest Money to Seller.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in Subsections 4.1 above; or (ii) a Buyers Default under this Agreement, all portions of the Earnest Money shall be paid and disbursed immediately to Seller.

- 4.3 **Application of the Earnest Money to Purchase and Sale Transaction.** If the Purchase and Sale Transaction is consummated, the Earnest Money shall be applied at the Closing to the Purchase Price in accordance with Section 3.3 above and shall be paid to Seller.

5. **Feasibility Review Period.** During the Feasibility Review Period, Buyers shall have the right to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyers to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property (the "Feasibility Review"), all in accordance with the terms and provisions of this Section 5.

- 5.1 **Feasibility Review.** Seller hereby grants to Buyers and Buyers' employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyers' sole risk, to conduct the Feasibility Review, and other inspections during the Feasibility Review Period. Notwithstanding the foregoing, Buyers shall not have the right to perform an invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of Seller, which consent may be withheld in Seller's sole discretion. In all events, Buyers shall use its best and most diligent efforts to minimize any inconvenience or disturbance of any and all tenants in connection with Buyers' entry onto, or Feasibility Review of, the Property.

- 5.1.1 **Damage; Repairs.** Buyers will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property to the same or better condition that existed prior to such entry upon or testing of the Property.

- 5.1.2 **Indemnification.** Buyers shall indemnify, defend, save and hold Seller harmless from

any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyers and its employees, contractors and agents during and in connection with the Feasibility Review. The obligations of Buyers set forth above in the preceding sentence shall expressly survive any cancellation, termination, or expiration of this Agreement.

5.1.3 **Insurance Requirements.** County is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801. Prior to any entry by Buyers and/or any of Buyers' employees, contractors and agents on the Property, County shall furnish evidence satisfactory to Seller that it is self-insured.

5.1.4 **Termination.** If the results of Buyers' Feasibility Review are unsatisfactory to Buyers for any reason, then Buyers may terminate this Agreement prior to the expiration of the Feasibility Review Period by giving Seller written notice of termination (a "**Termination Notice**"), whereupon all portions of the Earnest Money contributed respectively by Buyers shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then Buyers (i) shall be deemed to have waived their right to terminate under this Section 5.1.4 and to have approved the condition of the Property in all respects (subject to the satisfaction of all conditions set forth herein); and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein. Notwithstanding anything contained herein to the contrary, any amount deposited by Buyers with the Escrow Agent in connection with this Purchase and Sale Transaction shall become automatically non-refundable upon the expiration of the time period to which such deposit applied.

5.2 **Inspection Materials.**

5.2.1 **Inspection Materials Defined.** Seller, within a reasonable period after the Opening of Escrow, shall make available the following materials to Buyers to the extent same are in Seller's possession or control (collectively, the "**Inspection Materials**"):

(A) The most recent survey of the Real Property, if any; and

(B) A title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with copies of all instruments referred to on Schedule "B" of such report (collectively, the "**Title Report**")

5.2.2 **No Warranties for Inspection Materials.** In no event shall Seller be required to provide to Buyers any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyers "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.3 **Confidentiality of Inspection Materials, Feasibility Review Results, and All Other Terms of this Agreement.** All Inspection Materials (whether provided to Buyers prior to, on or after the Effective Date), the results of any Feasibility Review (whether received by Buyers prior to, on or after the Effective Date), and all other terms and provisions of this Agreement (including the

existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) shall be kept and maintained strictly confidential by Buyers and same shall not be disclosed to any other party except as provided by the terms and provisions of Section 34 below; provided, however, such Inspection Materials, and the results of any Feasibility Review, may be disclosed to Buyers' Consultants to the limited extent necessary to allow Buyers (i) to review and approve the condition of the Property in connection with its purchase of the Property; and (ii) to consummate the Purchase and Sale Transaction specifically contemplated by this Agreement. In the event any Inspection Materials, the results of any Feasibility Review, and/or any terms and provisions of this Agreement (including the existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) are disclosed to any Buyers' Consultants, Buyers shall, to the extent permitted by law, cause Buyers' Consultants to agree in writing to keep and maintain the Inspection Materials and the results of any Feasibility Review confidential in the same manner as set forth above. The terms and conditions related to this confidentiality provision shall expressly survive any termination or cancellation of this Agreement. Buyers shall indemnify, defend, save, and hold Seller harmless (and all of its affiliates, parent companies, members, managers, directors, employees, representatives, agents, and/or representatives) from all liabilities of any kind relating to any disclosures by Buyers or Buyers' Consultants in breach of this Section 5.3. In addition, Buyers shall be responsible and liable for any and all damages of Seller with respect to any such breach. The terms and provisions of this Section 5.3 shall survive any cancellation, termination, or expiration of this Agreement.

- 5.4 **Return of Inspection Materials and Other Documentation.** Should this Agreement be terminated for any reason, Buyers shall, to the extent permitted by law, furnish to Seller within ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to or obtained by Buyers; and (ii) copies of any surveys, reports and test results of any kind obtained by Buyers with respect to the Property. The terms and provisions of this Section 5.4 shall survive any cancellation, termination, or expiration of this Agreement.

6. **Survey and Title Review.**

- 6.1 **Survey.** Buyers may, at Buyers' expense, during the Feasibility Review Period obtain an ALTA survey for the Property by obtaining a new survey. In all events, the most recent survey for the Property, as may be updated or obtained by Buyers, shall be referred to herein as the "Survey." If Buyers elect to obtain a Survey, then such Survey shall be certified to both Seller and Buyers.
- 6.2 **Title Review.** Buyers shall have until the expiration of the Feasibility Review Period to review any easements, liens, encumbrances, or other exceptions or matters disclosed in or shown on the Survey and work together with the Escrow Agent to obtain such title insurance coverages. In the event that Buyers are unable to obtain any and all applicable title coverages, or if Buyers otherwise do not approve the condition of title to the Property, then Buyers shall have the right on or before the expiration of the Feasibility Review Period to terminate this Agreement by delivering a Termination Notice to Seller, whereupon all portions of the Earnest Money shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then (i) Buyers shall be deemed to have waived their right to terminate under this Section 6.2 and all items, exceptions, and conditions shown on the then-current Title Report and the Survey shall be deemed approved as "Permitted Exceptions" to the title of the Property; and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms

and conditions set forth herein.

- 6.3 **Title Policy.** At the Closing, Escrow Agent shall issue to Buyers, at Seller's expense, a standard owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price insuring Buyers as the fee owners of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. Buyers may, at their expense, obtain extended coverage and/or such endorsements for the Property as Buyers may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of the Closing.

7. **Entitlements.**

- 7.1 Buyers, at their sole cost and expense, shall have until the expiration of the Feasibility Review Period to determine the suitability of the Property for Buyers' intended purposes.

8. **Closing.**

- 8.1 **Time and Place.** The Closing for the Purchase and Sale Transaction shall take place in the offices of Escrow Agent on the Closing Date.

- 8.2 **Seller's Closing Deliveries.** At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyers, as applicable:

- 8.2.1 A special warranty deed, or its equivalent in the state where the Real Property is located (the "Deed"), on Seller's approved form, fully executed and properly acknowledged by Seller.
- 8.2.2 An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2);
- 8.2.3 A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein; and
- 8.2.4 Such other funds, instruments and documents as may be reasonably requested by Buyers or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld.

- 8.3 **Buyers's Closing Deliveries.** At the Closing, Buyers shall deliver to Escrow Agent:

- 8.3.1 A settlement statement signed by Buyers, which is reasonably acceptable to Buyers and accurately reflects the payments, credits and prorations required herein;
- 8.3.2 Any funds required under this Agreement for closing costs, prorations, title policies, and/or other fees and expenses related to the Closing; and
- 8.3.3 Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyers' prior approval thereof, which approval shall not be unreasonably withheld).

- 8.4 **Prorations and Closing Costs.**

- 8.4.1 Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Seller shall pay the

premium for standard coverage in connection with the Title Policy for the Closing. Buyers shall pay the cost of the Survey, if any, and any extended coverage and/or endorsements that Buyers desire in connection with the Title Policy. Any and all recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Buyers in the manner customary for commercial real estate transactions in the county in which the Property is located. City and County shall each pay one-half of the customary closing costs allocated to Buyers.

8.4.2 All real property taxes and assessments accrued for the current year shall be prorated between the parties as of Closing.

8.4.3 Payments to any and all utility and other service providers related to the Property shall be prorated between the parties as of Closing.

8.4.4 All transfer, proceeds, or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyers.

8.5 **Possession.** Buyers shall be entitled to possession of the Property at Closing.

8.6 **Seller's Closing Condition.** CLOSING SHALL BE CONTINGENT UPON SELLER RECEIVING APPROVAL FROM SELLER'S GOVERNING CORPORATE COMMITTEES PRIOR TO THE EXPIRATION OF THE FEASIBILITY REVIEW PERIOD. BUYERS AGREES THAT THE FOREGOING CONDITION IS INTENDED SOLELY FOR THE BENEFIT OF SELLER AND IS A PREREQUISITE TO SELLER ENTERING INTO THIS AGREEMENT AND CLOSING THIS PURCHASE AND SALE TRANSACTION.

9. **Representations and Warranties.**

9.1 **Seller Representations.** Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents and warrants to Buyers that:

9.1.1 **Organization and Standing.** Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

9.1.2 **Binding Agreement.** Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.

9.1.3 **No Condemnation.** Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.

9.1.4 **No Litigation.** There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

The warranties and representations by Seller set forth in this Section 9.1 survive the Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and

warranties must be made during such six (6) month period. Notwithstanding any language to the contrary in this Agreement, in no event shall any Seller Representative have any liability, personal or otherwise, for any warranties or representations set forth herein..

- 9.2 **Buyers' Representations.** Buyers, to Buyers' Current Knowledge, as of the date of this Agreement and again at Closing, individually and independently represent and warrant to Seller that:

9.2.1 **Organization and Standing.** For itself, each Buyers is duly formed, validly existing and in good standing under the laws of the State of its formation. Each Buyer, for itself, has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyers pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyers.

9.2.2 **Binding Agreement.** Upon execution of this Agreement by both the City and the County, this Agreement shall be binding and enforceable against Buyers in accordance with its terms, and upon Buyers' execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyers in accordance with their terms.

The warranties and representations by Buyers set forth in this Section 9.2 shall merge with the Deed and shall not survive Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. Notwithstanding any language to the contrary in this Agreement, in no event shall any Buyer Representative have any liability, personal or otherwise, for any warranties or representations set forth herein.

10. **"AS IS" Purchase.**

10.1 **Disclaimer.** Except as expressly set forth in Section 9.1 above, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property, any portion thereof, or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

10.2 **Acceptance.** SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYERS ACKNOWLEDGE FOR BUYERS AND BUYERS' SUCCESSORS AND ASSIGNS THAT BUYERS WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYERS' OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYERS AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THE PROPERTY SHALL BE SOLD AND BUYERS SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATES "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT

EXCEPT AS SET FORTH IN SECTION 9.1, SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

10.3 **General Release.** Buyers, on behalf of themselves individually and their respective successors, assigns and representatives, do hereby release Seller and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyers may have at Closing Date or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyers understand the significance of executing this Agreement and the general release of claims set forth in this Section 10.3.

10.4 **Material Inducement.** Buyers hereby agree and acknowledge that the terms and conditions of this Section 10 are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyers without Buyers' express agreement to the terms and conditions of this Section 10. All terms and provisions of all portions of this Section 10 shall survive the Closing and the recording of the Deed.

11. **Risk of Loss.**

11.1 **Risk of Loss.** Subject to the provisions of this Section 11 set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

11.2 **Condemnation.** If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyers of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyers all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyers all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyers shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

11.3 **Casualty.**

11.3.1 **Minor Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the loss in value to the Property because of such casualty (the "Casualty Loss Value"), as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

11.3.2 **Major Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is more than five percent (5%) of the Purchase Price, then either Seller or

Buyers may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyers of Seller's estimate of the valuation loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

12. **Broker's Commission.** Except as disclosed below in Section 15, Buyers and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Buyers and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit. Any brokerage agreement between Buyers and Seller with their respective broker(s) shall be memorialized by separate agreement; no brokerage fees or commissions shall be based on this Agreement.

13. **Remedies and Termination**

- 13.1 **Seller's Remedies.** In the event Buyers default in any of their agreements, covenants, representations, warranties or other obligations under this Agreement ("**Buyers' Default**"), Seller shall give Buyers written notice of such default and thereafter Buyers shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyers commence such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, all time periods set forth herein in which Buyers must satisfy any condition, perform any act, or otherwise complete any task are not subject to any cure period. In the event that Buyers fails to timely cure Buyers' Default, Seller may: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement and retain the Earnest Money, if any, in accordance with Section 4 of this Agreement; (iii) bring an appropriate action for specific performance of this Agreement; and/or (iv) otherwise seek any other right or remedy available at law or in equity.
- 13.2 **Buyers' Remedies.** In the event Seller materially defaults in any of its agreements, covenants, representations, warranties or other obligations under this Agreement ("**Seller's Default**"), Buyers shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyers may, as Buyers' sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 13.3 below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section 13.2 shall be non-cumulative and exclusive. In no event shall Buyers be entitled to any punitive, special, or consequential damages of any kind.
- 13.3 **Termination.** If Buyers or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written notice of the termination to the other party and

Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Earnest Money, if any, in accordance with Section 4 above and return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and the Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyers shall each pay half of any such fees and costs.

14. **Attorneys' Fees.** If there is any litigation between Seller and Buyers to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.
15. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) electronic mail. In all events, notice shall only be deemed given if properly addressed to Seller or Buyers as applicable, at the following addresses (or at such other address as Seller or Buyers or the person receiving copies may designate in writing given in accordance with this Section):

SELLER THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole <u>Attention:</u> Real Estate Services Division <u>Address:</u> 50 East North Temple Street, 12th Floor Salt Lake City, Utah 84150 <u>Phone:</u> <u>Email:</u> Jeffrey.wayment@churchofjesuschrist.org	SELLER'S BROKER CBRE <u>Attention:</u> Patrick Juhlin <u>Email:</u> Patrick.juhlin@cbre.com WITH A COPY TO Kirton McConkie <u>Address:</u> 50 E. South Temple Salt Lake City, Utah 84111 <u>Attention:</u> <u>Email:</u>
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BUYERS Murray City Corporation <u>Attention:</u> Kim Sorensen <u>Address:</u> 296 East Murray Park Land <u>Murray, Utah 84107</u> <u>Email:</u> ksorensen@murray.utah.gov And Salt Lake County Real Estate Manager 2001 South State Street, S3-110 Salt Lake City, Utah 84119 realestate@saltlakecounty.gov	WITH A COPY TO <u>Address:</u> Salt Lake County District Attorney's Office <u>35 East 500 South</u> <u>Salt Lake City, Utah 84111</u> <u>Attention:</u> Civil Division <u>Email:</u> rpreston@slco.org
TITLE COMPANY Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com	ESCROW COMPANY Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyers shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent shall not affect the effectiveness of the notice if properly provided to the other parties as described above).

16. **Additional Acts.** The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.
17. **Governing Law;** Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.
18. **Business Days.** If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.
19. **Waiver.** The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
20. **Survival.** Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties, and indemnities set forth in this Agreement survive the Closing. Any such matters that survive Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements, or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation

shall survive such period.

21. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.
22. **Successors and Assigns.** Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyers. Buyers shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion. Notwithstanding the preceding sentence, Buyers may designate a different entity to take title to the Property at Closing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
23. **Entire Agreement/Amendment.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions, and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyers and Seller.
24. **Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyers hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.
25. **Interpretation.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.
26. **Headings.** The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
27. **No Third-Party Beneficiary.** No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.
28. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.
29. **[Intentionally left blank]**

30. **Time of the Essence.** With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly enforced.

31. **Relationship Disclosure.** Buyers each individually hereby warrant and represent that they:

☐ does not have a personal, business, or other relationship to the Seller or affiliated corporations or groups other than the sale of the Property; or

☐ does have a relationship to Seller and is: (mark as applicable):

☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints (the "Church") where the Property is located;

☐ an employee of the Seller or any Church entity;

☐ a relative of an employee of Seller or of any other Church entity; and/or

☐ a hired agent of the Seller or any Church entity.

Buyers' Initials: _____

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing Date shall be a condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties by Buyers set forth in this Section shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing.

32. **Special Provisions.** Notwithstanding any provision in this Agreement to the contrary, to the extent there are any conflicts with the provisions of this Section 32, the provisions of this Section 32 shall prevail and govern:

N/A

33. **AUTHORITY OF COUNTY.** County is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the Salt Lake County Council, is required in order to bind Buyer. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council. If the County Council decides, in its sole discretion, not to fund performance of County under this Agreement, County shall promptly notify Seller of said non-funding and County's termination of this Agreement. Provided, County terminates this Agreement prior to the expiration of the Feasibility Review Period due to non-funding by the County Council as set forth above, then County shall not incur any penalty. However, in the event County terminates this Agreement after the expiration of the Feasibility Review Period due to non-funding as set forth herein, then Seller shall have the right to keep and retain the Earnest Money contributed by County.

34. **GRAMA.** Seller acknowledges that this Agreement and other documents are subject to public disclosure by Buyers upon approval and ratification of this Agreement by their respective legislative bodies pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Seller deems any documents or portions of documents to be proprietary and protected, Seller must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Seller will be pursuant to GRAMA and at the sole but reasonable discretion of Buyers. Notwithstanding the foregoing, subject to all applicable laws, regulations, and ordinances, including GRAMA, Buyers and Seller hereby agree that each shall use commercially reasonable efforts to keep and maintain all aspects, terms, and conditions of this Agreement and the Purchase and Sale Transaction confidential; provided, however, (i) Buyers are hereby authorized to disclose the applicable aspects, terms, and conditions of this Agreement and the

Purchase and Sale Transaction to the extent necessary for Buyers to obtain all approvals and consents of their respective legislative bodies and/or other applicable governing bodies that are necessary for the execution hereof and/or the performance hereunder and (ii) after the Closing, Buyers shall have the right to disclose prudent and reasonable terms and conditions of the Purchase and Sale Transaction so long as no financial information (including the Purchase Price) is disclosed to any party without such party properly requesting same through a formal GRAMA request except as necessary in planning, negotiating, and seeking approval for uses of the Property.

35. ETHICAL STANDARDS. To Seller's Current Knowledge, Seller represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

36. CAMPAIGN CONTRIBUTIONS. Seller acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Seller also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County may be prohibited from making certain campaign contributions to County candidates. Seller further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. To Seller's Current Knowledge, Seller represents that it has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

37. GOVERNMENTAL IMMUNITY. The parties hereto acknowledge that Buyers are governmental entities subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Section 63G-7-101 *et. seq.*, and/or other similar laws, acts, and/or statutes (collectively, the "Immunity Act"). Notwithstanding any other provision above, the parties agree that Buyers shall only be liable within the parameters of the Immunity Act. Nothing contained in this Agreement shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Immunity Act.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyers have executed this Agreement as of the Effective Date.

SELLER:

By:  
Michael Marcheschi (Jun 18, 2024 16:50 MDT) JW

Name: Michael Marcheschi

Its: Authorized Agent

Date: Jun 18, 2024

BUYERS:
MURRAY CITY COPORATION

By: _____

Name: _____

Its: _____

Date: _____

SALT LAKE COUNTY

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

G.L. Critchfield
Murray City Attorney

By: _____
Derrick L. Sorensen, Real Estate Manager
Salt Lake County Parks and Recreation

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement (the “Agreement”), and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 20___. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in the Agreement, and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as “the person responsible for closing” the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT:

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit A - Real Property Description

EXHIBIT A

REAL PROPERTY DESCRIPTION

Tax ID No. 21-23-327-006

Parcel 1:

Beginning at a point on an existing fence line and Utah Power and Light Corridor said point being North 00°00'50" East 2076.236 feet, North 82°49'00" East 1849.202 feet, and South 461.472 feet from the Southwest corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said fence line the following (3) bearings and distances: South 47°49'56" East 212.093 feet; thence South 17°30'08" East 237.525 feet; thence South 05°11'00" East 71.805 feet; thence South 86°05'19" West 260.580 feet to a point on the East line of said Utah Power and Light Corridor; thence along said East line North 08°37'43" West 242.568 feet; thence North 15°40'00" East 226.798 feet to the point of beginning.

Parcel 1A:

A 20' wide access easement to church ball field described as follows:

Beginning at a point that is North 89°22'10" East 2017.39 feet along the Section line from the Southwest corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along the West line of a Utah Power and Light Corridor North 08°37'00" West 1381.18 feet; thence North 86°05'19" East 20.07 feet; thence South 08°37'00" East 1382.34 feet; thence South 89°22'10" West 20.20 feet to the point of beginning.

Land | For Sale

CBRE

West Jordan Land

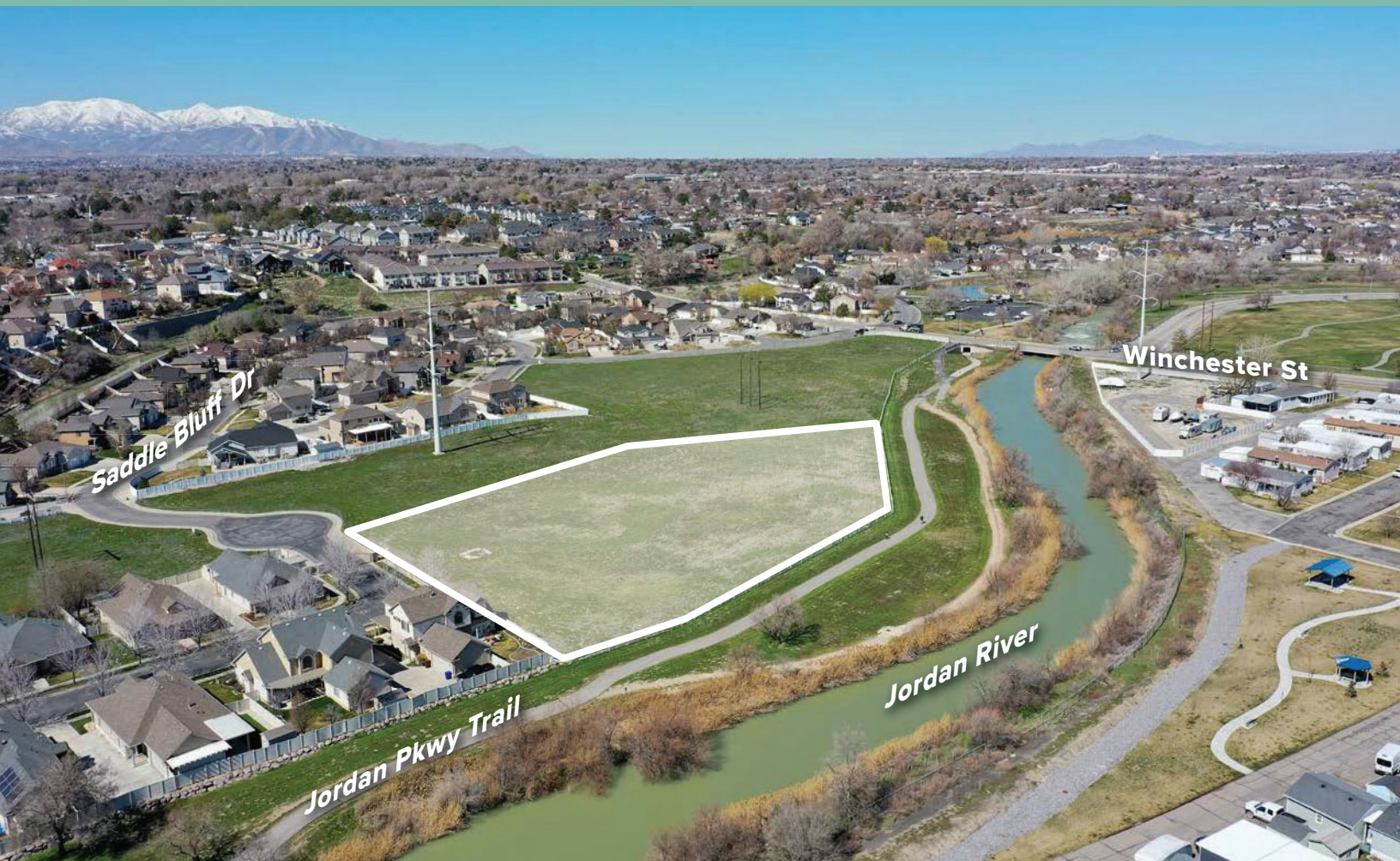
2.08 Acres for Sale

Download LOI
Form Here 

1130 West Saddle Bluff Dr
West Jordan, UT 84084

Call For Offers Due May 1, 2024

Submit to patrick.juhlin@cbre.com



West Jordan Land

1130 West Saddle Bluff Drive | West Jordan, UT 84084

For Sale



Development Opportunity

CBRE is pleased to present an opportunity to purchase 2.08 acres of land in West Jordan, Utah. This property is zoned for agricultural and is sold as-is. This area has much to offer in location and amenities. It borders the Jordan River and the Jordan River Parkway Trail. Winchester Park and Murray Parkway Golf course are across the street and Top Golf is close by as well. Fashion Place Mall and surrounding retail are minutes away. I-15 and I-215 are easily accessible from 7200 South and Redwood Road.

2.08

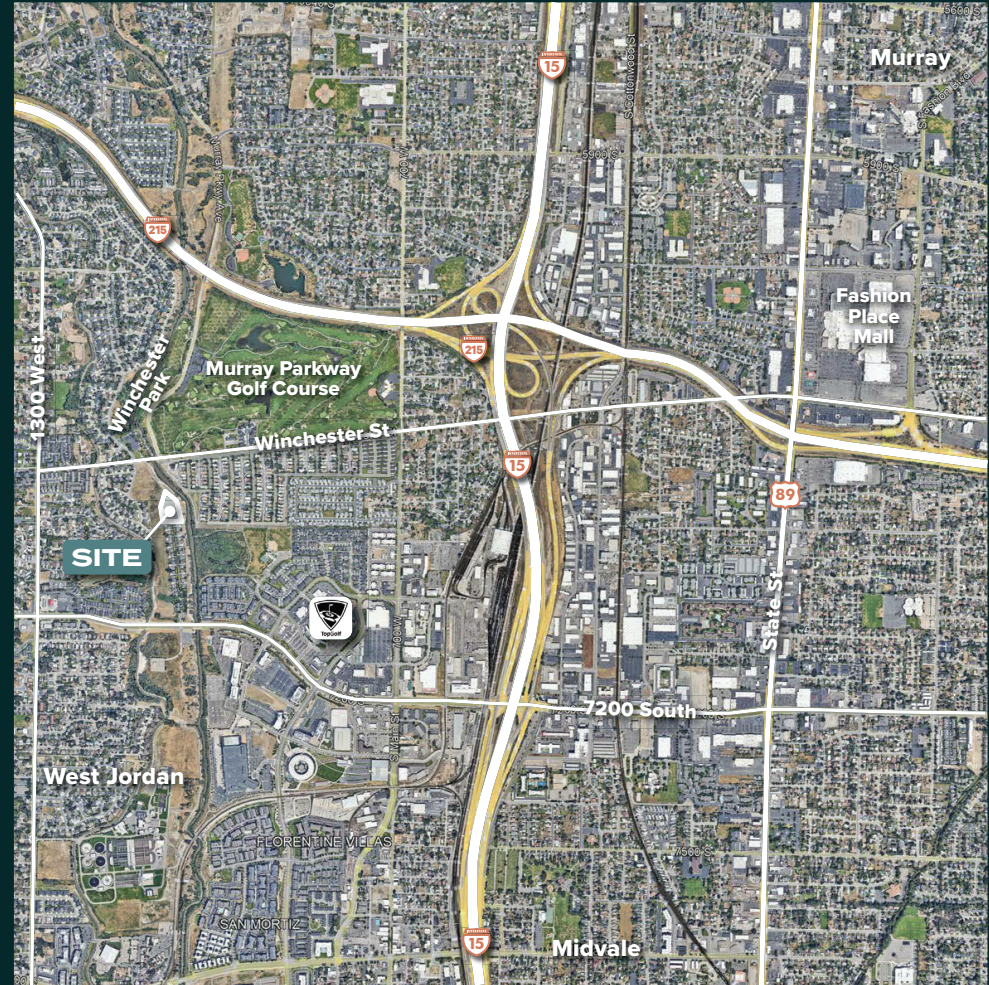
Acres

\$375K

Sale Price

AG

Zoning



Miles to

2

Interstate 15

2

Interstate 215

2

Fashion Place Mall

11

Salt Lake City

13

SLC Airport

West Jordan Land

1130 West Saddle Bluff Drive | West Jordan, UT 84084

For Sale



- + 2.08 acres
- + Zoning: AG Agricultural
- + Frontage to Jordan River & Jordan River Trail
- + As-Is Sale
- + Parcel: 21-23-327-006

- + Call for offer deadline: May 1, 2024
- + All buyers must submit on Seller's LOI document. [Click here to download.](#)
- + Submit LOI to patrick.juhlin@cbre.com

Contact Us

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TERMS OF LISTING AND SALE ADDENDUM

ATTACHMENT 1

1. Any agreement for the sale of the property must be on the standard real estate purchase agreement of Client or its designated Affiliated Entity. If a purchaser desires to use any other form, the purchaser must obtain the consent of Client or its designated Affiliated Entity ("**Owner**"), and any offer to purchase made by purchaser will be subject to an addendum from Owner.
2. Owner will retain, as available, all subsurface rights, including, without limitation, all water, energy, and mineral rights pertaining to the property.
3. Owner will convey the property without warranty, except that as of the date of closing the transaction, the title of the property is free from encumbrances made or suffered to be made by Owner or by anyone claiming by, through, or under Owner, and none other, subject to: (a) the permitted exceptions, (b) any state of facts that an accurate and complete ALTA/ASCM survey, or equivalent, or physical inspection of the property might disclose, (c) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (d) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.
4. Any purchaser of the property will be required to purchase the property subject to the terms and conditions of any and all leases or rental agreements existing on the property.
5. Sales of property contiguous to other property held or retained by Owner, and sales of existing church buildings, may include a contract and/or deed restriction regarding the use of the property, at Owner's discretion.
6. ALL PROPERTY SOLD BY OWNER WILL BE SOLD "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" AND WILL BE SOLD WITHOUT REPRESENTATION OR WARRANTY AS TO FREEDOM FROM ENCUMBRANCES OR LIENS EXCEPT FOR THE WARRANTIES MADE IN PARAGRAPH 3 ABOVE. CONSULTANT AND/OR AFFILIATED BROKER WILL PROVIDE PURCHASER WITH A REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY, AND PURCHASER WILL BE REQUIRED TO RELY SOLELY UPON ITS OWN INSPECTION OR REVIEW. AS A CONDITION OF SALE, THE PURCHASER WILL BE REQUIRED TO RELEASE AND INDEMNIFY OWNER FROM CLAIMS ARISING FROM THE CONDITION OF THE PROPERTY, EXCLUDING CLAIMS FOR PERSONAL INJURY ARISING BEFORE THE CLOSING DATE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OWNER, CLAIMS ARISING OUT OF CONTRACTUAL OBLIGATIONS TO THIRD PARTIES UNDERTAKEN BY OWNER PRIOR TO CLOSING THE TRANSACTION, AND FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF OWNER.

PURCHASE AND SALE AGREEMENT

(Property Number: 547-3101)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is effective as of the Effective Date, by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“**Seller**”), and Murray City Corporation (the “**City**”) and Salt Lake County, a body corporate and politic of the State of Utah (the “**County**”) (the City and the County are collectively referred to herein as “**Buyers**”).

RECITALS

- A. Seller is the owner of certain real property located at 1193 Winchester Street, Murray, Salt Lake County, State of Utah, as more fully described on Exhibit A attached hereto (the “**Real Property**”), together with those items included in the definition of “**Property**” below.
- B. Buyers desire to purchase from Seller, and Seller is willing to sell to Buyers, the Property upon the covenants, terms, conditions, and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyers agree as follows:

- 1. **DEFINITIONS.** The following terms shall have the following meanings when used in this Agreement:
 - 1.1 **Agreement** – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.
 - 1.2 **Business Day** – A day other than a Saturday, Sunday, or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.
 - 1.3 **Buyers’ Consultants** – The attorneys, lenders, and consultants of Buyers that are specifically working with Buyers on the Purchase and Sale Transaction.
 - 1.4 **Cash** – United States currency represented by certified or cashier’s check, wire transfer or other readily available funds.
 - 1.5 **Closing or Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.
 - 1.6 **Closing Date** – On or before the date which is (30) calendar days after the expiration of the Feasibility Review Period.
 - 1.7 **Current Knowledge** – With respect to Seller shall mean the current, actual knowledge of the Seller Representatives, and with respect to Buyers shall mean the current, actual knowledge of Buyers.

- 1.8 **Effective Date** – The later of the date that Buyers or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyers’ or Seller’s signatures and the date inserted following their signatures on the signature page herein.
- 1.9 **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.
- 1.10 **Feasibility Review Period** – The period of time from the Effective Date until 5:00 pm, Mountain Standard Time, on the date which is (90) calendar days after the Effective Date.
- 1.11 **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.
- 1.12 **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.
- 1.13 **Permitted Exceptions** – All taxes and assessments against the Property which are not yet due and payable as of the Closing Date, all then-current zoning laws and restrictions relating to the Property (all in connection with the Entitlements), any patent claims and/or reservations, standard exceptions to a standard owner’s title insurance policy, and all other matters affecting title to the Property contained in the Title Report or shown on the Survey as are accepted by Buyers pursuant to the provisions of Section 6.2 of this Agreement.
- 1.14 **Personal Property** – Not Applicable
- 1.15 **Property** – The Real Property, together with (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; (iii) the Personal Property; and (iv) applicable water rights, energy, and mineral rights.
- 1.16 **Purchase and Sale Transaction** – The purchase of all of the Property by Buyers, and the sale of all of the Property by Seller, all as contemplated by this Agreement.
2. **Purchase Agreement**. Seller hereby agrees to sell to Buyers, and Buyers hereby agree to purchase from Seller, the Property. The Property shall be purchased in accordance with, and subject to, the terms, conditions, and provisions fully set forth below.
3. **Purchase Price**. The Purchase Price for the Purchase and Sale Transaction shall be as follows:
- 3.1 **Purchase Price**. The purchase price of the Property (the “**Purchase Price**”) shall be One Million Seven Hundred Thousand DOLLARS (\$ 1,700,000).
- 3.2 **Earnest Money**. Buyers shall deposit the following amounts (collectively with any and all interest accrued thereon, the “**Earnest Money**”) in accordance with the following provisions:
- 3.2.1 Fifty Thousand DOLLARS (\$ 50,000) in Cash deposited with Escrow Agent within five (5) Business Days after the delivery to Escrow Agent of a fully executed original of this Agreement. The City and the County shall each contribute \$25,000 towards this Earnest Money payment. In the event that the Earnest Money is not timely delivered

by Buyers to Escrow Agent, then this Agreement shall be null and void in all respects and neither party shall have any obligations of any kind except to the extent the obligations by their terms expressly survive any termination of this Agreement.

3.3 **Balance of the Purchase Price.** The Purchase Price, less the Earnest Money, shall be paid by Buyers to Seller at the Closing of the Purchase and Sale Transaction as follows: The City shall pay \$825,000.00 towards the Purchase Price at the Closing, and the County shall pay \$825,000.00 towards the Purchase Price at Closing.

4. **Disposition of Earnest Money.** Seller and Buyers hereby instruct Escrow Agent to hold the Earnest Money, if any, and to disburse the Earnest Money as follows:

4.1 **Distribution of Earnest Money to Buyers.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) the timely termination of this Agreement by Buyers pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyers are granted the right to receive the portion of the Earnest Money each contributed; or (ii) the termination of this Agreement by Buyers due to a material Seller Default under this Agreement, then all portions of the Earnest Money contributed respectively by Buyers shall be paid and disbursed immediately to Buyers. Notwithstanding the foregoing, if Buyers elect to terminate pursuant to their termination right under Section 5.1.4 below after the expiration of the Feasibility Review Period, one hundred percent (100%) of the Earnest Money shall be paid and disbursed immediately to Seller.

4.2 **Distribution of Earnest Money to Seller.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in Subsection 4.1 above; or (ii) a Buyers Default under this Agreement, all portions of the Earnest Money shall be paid and disbursed immediately to Seller.

4.3 **Application of the Earnest Money to Purchase and Sale Transaction.** If the Purchase and Sale Transaction is consummated, the Earnest Money shall be applied at the Closing to the Purchase Price in accordance with Section 3.3 above and shall be paid to Seller.

5. **Feasibility Review Period.** During the Feasibility Review Period, Buyers shall have the right to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyers to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property (the “Feasibility Review”), all in accordance with the terms and provisions of this Section 5.

5.1 **Feasibility Review.** Seller hereby grants to Buyers and Buyers’ employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyers’ sole risk, to conduct the Feasibility Review, and other inspections during the Feasibility Review Period. Notwithstanding the foregoing, Buyers shall not have the right to perform an invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of Seller, which consent may be withheld in Seller’s sole discretion. In all events, Buyers shall use their best and most diligent efforts to minimize any inconvenience or disturbance of any and all tenants in connection with Buyers’ entry onto, or Feasibility Review of, the Property.

5.1.1 **Damage; Repairs.** Buyers will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property to the same or better condition that existed prior to such entry upon or testing of the Property.

5.1.2 **Indemnification.** Buyers shall indemnify, defend, save and hold Seller harmless from

any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyers and its employees, contractors and agents during and in connection with the Feasibility Review. The obligations of Buyers set forth above in the preceding sentence shall expressly survive any cancellation, termination, or expiration of this Agreement.

5.1.3 **Insurance Requirements.** County is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801. Prior to any entry by Buyers and/or any of Buyers' employees, contractors and agents on the Property, County shall furnish evidence satisfactory to Seller that it is self-insured.

5.1.4 **Termination.** If the results of Buyers' Feasibility Review are unsatisfactory to Buyers for any reason, then Buyers may terminate this Agreement prior to the expiration of the Feasibility Review Period by giving Seller written notice of termination (a "**Termination Notice**"), whereupon all portions of the Earnest Money contributed respectively by Buyers shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then Buyers (i) shall be deemed to have waived their right to terminate under this Section 5.1.4 and to have approved the condition of the Property in all respects (subject to the satisfaction of all conditions set forth herein); and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein. Notwithstanding anything contained herein to the contrary, any amount deposited by Buyers with the Escrow Agent in connection with this Purchase and Sale Transaction shall become automatically non-refundable upon the expiration of the time period to which such deposit applied.

5.2 **Inspection Materials.**

5.2.1 **Inspection Materials Defined.** Seller, within a reasonable period after the Opening of Escrow, shall make available the following materials to Buyers to the extent same are in Seller's possession or control (collectively, the "**Inspection Materials**"):

(A) The most recent survey of the Real Property, if any; and

(B) A title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with copies of all instruments referred to on Schedule "B" of such report (collectively, the "**Title Report**")

5.2.2 **No Warranties for Inspection Materials.** In no event shall Seller be required to provide to Buyers any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyers "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.3 **Confidentiality of Inspection Materials, Feasibility Review Results, and All Other Terms of this Agreement.** All Inspection Materials (whether provided to Buyers prior to, on or after the Effective Date), the results of any Feasibility Review (whether received by Buyers prior to, on or after the Effective Date), and all other terms and provisions of this Agreement (including the

existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) shall be kept and maintained strictly confidential by Buyers and same shall not be disclosed to any other party except as provided by the terms and provisions of Section 34 below; provided, however, such Inspection Materials, and the results of any Feasibility Review, may be disclosed to Buyers' Consultants to the limited extent necessary to allow Buyers (i) to review and approve the condition of the Property in connection with its purchase of the Property; and (ii) to consummate the Purchase and Sale Transaction specifically contemplated by this Agreement. In the event any Inspection Materials, the results of any Feasibility Review, and/or any terms and provisions of this Agreement (including the existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) are disclosed to any Buyers' Consultants, Buyers shall, to the extent permitted by law, cause Buyers' Consultants to agree in writing to keep and maintain the Inspection Materials and the results of any Feasibility Review confidential in the same manner as set forth above. The terms and conditions related to this confidentiality provision shall expressly survive any termination or cancellation of this Agreement. Buyers shall indemnify, defend, save, and hold Seller harmless (and all of its affiliates, parent companies, members, managers, directors, employees, representatives, agents, and/or representatives) from all liabilities of any kind relating to any disclosures by Buyers or Buyers' Consultants in breach of this Section 5.3. In addition, Buyers shall be responsible and liable for any and all damages of Seller with respect to any such breach. The terms and provisions of this Section 5.3 shall survive any cancellation, termination, or expiration of this Agreement.

- 5.4 **Return of Inspection Materials and Other Documentation.** Should this Agreement be terminated for any reason, Buyers shall, to the extent permitted by law, furnish to Seller within ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to or obtained by Buyers; and (ii) copies of any surveys, reports and test results of any kind obtained by Buyers with respect to the Property. The terms and provisions of this Section 5.4 shall survive any cancellation, termination, or expiration of this Agreement.

6. **Survey and Title Review.**

- 6.1 **Survey.** Buyers may, at Buyers' expense, during the Feasibility Review Period obtain an ALTA survey for the Property by obtaining a new survey. In all events, the most recent survey for the Property, as may be updated or obtained by Buyers, shall be referred to herein as the "Survey." If Buyers elect to obtain a Survey, then such Survey shall be certified to both Seller and Buyers.
- 6.2 **Title Review.** Buyers shall have until the expiration of the Feasibility Review Period to review any easements, liens, encumbrances, or other exceptions or matters disclosed in or shown on the Survey and work together with the Escrow Agent to obtain such title insurance coverages. In the event that Buyers are unable to obtain any and all applicable title coverages, or if Buyers otherwise do not approve the condition of title to the Property, then Buyers shall have the right on or before the expiration of the Feasibility Review Period to terminate this Agreement by delivering a Termination Notice to Seller, whereupon all portions of the Earnest Money shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then (i) Buyers shall be deemed to have waived their right to terminate under this Section 6.2 and all items, exceptions, and conditions shown on the then-current Title Report and the Survey shall be deemed approved as "Permitted Exceptions" to the title of the Property; and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms

and conditions set forth herein.

- 6.3 **Title Policy.** At the Closing, Escrow Agent shall issue to Buyers, at Seller's expense, a standard owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price insuring Buyers as the fee owners of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. Buyers may, at their expense, obtain extended coverage and/or such endorsements for the Property as Buyers may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of the Closing.

7. **Entitlements.**

- 7.1 Buyers, at their sole cost and expense, shall have until the expiration of the Feasibility Review Period to determine the suitability of the Property for Buyers' intended purposes.

8. **Closing.**

- 8.1 **Time and Place.** The Closing for the Purchase and Sale Transaction shall take place in the offices of Escrow Agent on the Closing Date.

- 8.2 **Seller's Closing Deliveries.** At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyers, as applicable:

- 8.2.1 A special warranty deed, or its equivalent in the state where the Real Property is located (the "Deed"), on Seller's approved form, fully executed and properly acknowledged by Seller.
- 8.2.2 An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2);
- 8.2.3 A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein; and
- 8.2.4 Such other funds, instruments and documents as may be reasonably requested by Buyers or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld.

- 8.3 **Buyers' Closing Deliveries.** At the Closing, Buyers shall deliver to Escrow Agent:

- 8.3.1 A settlement statement signed by Buyers, which is reasonably acceptable to Buyers and accurately reflects the payments, credits and prorations required herein;
- 8.3.2 Any funds required under this Agreement for closing costs, prorations, title policies, and/or other fees and expenses related to the Closing; and
- 8.3.3 Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyers' prior approval thereof, which approval shall not be unreasonably withheld).

8.4 **Prorations and Closing Costs.**

- 8.4.1 Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Seller shall pay the premium for standard coverage in connection with the Title Policy for the Closing.

Buyers shall pay the cost of the Survey, if any, and any extended coverage and/or endorsements that Buyers desire in connection with the Title Policy. Any and all recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Buyers in the manner customary for commercial real estate transactions in the county in which the Property is located. City and County shall each pay one-half of the customary closing costs allocated to Buyers.

- 8.4.2 All real property taxes and assessments accrued for the current year shall be prorated between the parties as of Closing.
- 8.4.3 Payments to any and all utility and other service providers related to the Property shall be prorated between the parties as of Closing.
- 8.4.4 All transfer, proceeds, or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyers.

8.5 **Possession.** Buyers shall be entitled to possession of the Property at Closing.

8.6 **Seller's Closing Condition.** CLOSING SHALL BE CONTINGENT UPON SELLER RECEIVING APPROVAL FROM SELLER'S GOVERNING CORPORATE COMMITTEES PRIOR TO THE EXPIRATION OF THE FEASIBILITY REVIEW PERIOD. BUYERS AGREE THAT THE FOREGOING CONDITION IS INTENDED SOLELY FOR THE BENEFIT OF SELLER AND IS A PREREQUISITE TO SELLER ENTERING INTO THIS AGREEMENT AND CLOSING THIS PURCHASE AND SALE TRANSACTION.

9. **Representations and Warranties.**

9.1 **Seller Representations.** Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents and warrants to Buyers that:

- 9.1.1 **Organization and Standing.** Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.
- 9.1.2 **Binding Agreement.** Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.
- 9.1.3 **No Condemnation.** Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.
- 9.1.4 **No Litigation.** There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

The warranties and representations by Seller set forth in this Section 9.1 shall survive the Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. Notwithstanding any language to the

contrary in this Agreement, in no event shall any Seller Representative have any liability, personal or otherwise, for any warranties or representations set forth herein.

- 9.2 **Buyers' Representations.** Buyers, to Buyers's Current Knowledge, as of the date of this Agreement and again at Closing, individually and independently represent and warrant to Seller that:

- 9.2.1 **Organization and Standing.** For itself, each Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Each Buyer, for itself, has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyers pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of each Buyers.
- 9.2.2 **Binding Agreement.** Upon execution of this Agreement by both the City and the County, this Agreement shall be binding and enforceable against Buyers in accordance with its terms, and upon Buyers' execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyers in accordance with their terms.

The warranties and representations by Buyers set forth in this Section 9.2 shall survive Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. Notwithstanding any language to the contrary in this Agreement, in no event shall any Buyer Representative have any liability, personal or otherwise, for any warranties or representations set forth herein.

10. **"AS IS" Purchase.**

- 10.1 **Disclaimer.** Except as expressly set forth in Section 9.1 above, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property, any portion thereof, or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.
- 10.2 **Acceptance.** SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYERS ACKNOWLEDGE FOR BUYERS AND BUYERS' SUCCESSORS AND ASSIGNS THAT BUYERS WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYERS' OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYERS AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THE PROPERTY SHALL BE SOLD AND BUYERS SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATES "AS IS, WHERE IS, WITH ALL FAULTS" WITH

NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 9.1, SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

10.3 **General Release.** Buyers, on behalf of themselves individually and their respective successors, assigns and representatives, do hereby release Seller and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyers may have at Closing Date or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyers understand the significance of executing this Agreement and the general release of claims set forth in this Section 10.3.

10.4 **Material Inducement.** Buyers hereby agree and acknowledge that the terms and conditions of this Section 10 are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyers without Buyers' express agreement to the terms and conditions of this Section 10. All terms and provisions of all portions of this Section 10 shall survive the Closing and the recording of the Deed.

11. **Risk of Loss.**

11.1 **Risk of Loss.** Subject to the provisions of this Section 11 set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

11.2 **Condemnation.** If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyers of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyers all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyers all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyers shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

11.3 **Casualty.**

11.3.1 **Minor Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the loss in value to the Property because of such casualty (the "Casualty Loss Value"), as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

11.3.2 **Major Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable

discretion, is more than five percent (5%) of the Purchase Price, then either Seller or Buyers may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyers of Seller's estimate of the valuation loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

12. **Broker's Commission.** Except as disclosed below in Section 15, Buyers and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Buyers and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit. Any brokerage agreement between Buyers and Seller with their respective broker(s) shall be memorialized by separate agreement; no brokerage fees or commissions shall be based on this Agreement.

13. **Remedies and Termination**

- 13.1 **Seller's Remedies.** In the event Buyers default in any of their agreements, covenants, representations, warranties or other obligations under this Agreement ("**Buyers' Default**"), Seller shall give Buyers written notice of such default and thereafter Buyers shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyers commence such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, all time periods set forth herein in which Buyers must satisfy any condition, perform any act, or otherwise complete any task are not subject to any cure period. In the event that Buyers fail to timely cure Buyers' Default, Seller may: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement and retain the Earnest Money, if any, in accordance with Section 4 of this Agreement; (iii) bring an appropriate action for specific performance of this Agreement; and/or (iv) otherwise seek any other right or remedy available at law or in equity.
- 13.2 **Buyers' Remedies.** In the event Seller materially defaults in any of its agreements, covenants, representations, warranties or other obligations under this Agreement ("**Seller's Default**"), Buyers shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyers may, as Buyers' sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 13.3 below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section 13.2 shall be non-cumulative and exclusive. In no event shall Buyers be entitled to any punitive, special, or consequential damages of any kind.
- 13.3 **Termination.** If Buyers or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written notice of the termination to the other party and

Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Earnest Money, if any, in accordance with Section 4 above and return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and the Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyers shall each pay half of any such fees and costs.

14. **Attorneys' Fees.** If there is any litigation between Seller and Buyers to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.
15. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) electronic mail. In all events, notice shall only be deemed given if properly addressed to Seller or Buyers as applicable, at the following addresses (or at such other address as Seller or Buyers or the person receiving copies may designate in writing given in accordance with this Section):

SELLER THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole <u>Attention:</u> Real Estate Services Division <u>Address:</u> 50 East North Temple Street, 12th Floor Salt Lake City, Utah 84150 <u>Phone:</u> <u>Email:</u> Jeffrey.wayment@churchofjesuschrist.org	SELLER'S BROKER CBRE <u>Attention:</u> Patrick Juhlin <u>Email:</u> Patrick.juhlin@cbre.com WITH A COPY TO Kirton McConkie <u>Address:</u> 50 E. South Temple Salt Lake City, Utah 84111 <u>Attention:</u> <u>Email:</u>
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BUYERS Murray City Corporation <u>Attention:</u> Kim Sorensen <u>Address:</u> 296 East Murray Park Lane Murray, Utah 84107 <u>Email:</u> ksorensen@murray.utah.gov And Salt Lake County Real Estate Manager 2001 South State Street, S3-110 Salt Lake City, Utah 84119 realestate@saltlakecounty.gov	WITH A COPY TO <u>Address:</u> Salt Lake County District Attorney's Office <u>35 East 500 South</u> <u>Salt Lake City, Utah 84111</u> <u>Attention: Civil Division</u> <u>Email:</u> rpreston@slco.org
TITLE COMPANY Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com	ESCROW COMPANY Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyers shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent shall not affect the effectiveness of the notice if properly provided to the other parties as described above).

16. **Additional Acts.** The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.
17. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.
18. **Business Days.** If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.
19. **Waiver.** The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
20. **Survival.** Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties, and indemnities set forth in this Agreement survive the Closing. Any such matters that survive Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements, or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation

shall survive such period.

21. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.
22. **Successors and Assigns.** Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyers. Buyers shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion. Notwithstanding the preceding sentence, Buyers may designate a different entity to take title to the Property at Closing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
23. **Entire Agreement/Amendment.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions, and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyers and Seller.
24. **Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyers hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.
25. **Interpretation.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.
26. **Headings.** The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
27. **No Third-Party Beneficiary.** No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.
28. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.
29. **[Intentionally left blank]**

30. **Time of the Essence.** With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly enforced.

31. **Relationship Disclosure.** Buyers each individually hereby warrant and represent that they:

☐ does not have a personal, business, or other relationship to the Seller or affiliated corporations or groups other than the sale of the Property; or

☐ does have a relationship to Seller and is: (mark as applicable):

☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints (the "Church") where the Property is located;

☐ an employee of the Seller or any Church entity;

☐ a relative of an employee of Seller or of any other Church entity; and/or

☐ a hired agent of the Seller or any Church entity.

Buyers's Initials: _____

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing Date shall be a condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties by Buyers set forth in this Section shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing.

32. **Special Provisions.** Notwithstanding any provision in this Agreement to the contrary, to the extent there are any conflicts with the provisions of this Section 32, the provisions of this Section 32 shall prevail and govern:

N/A

33. **AUTHORITY OF COUNTY.** County is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the Salt Lake County Council, is required in order to bind Buyer. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council. If the County Council decides, in its sole discretion, not to fund performance of County under this Agreement, County shall promptly notify Seller of said non-funding and County's termination of this Agreement. Provided, County terminates this Agreement prior to the expiration of the Feasibility Review Period due to non-funding by the County Council as set forth above, then County shall not incur any penalty. However, in the event County terminates this Agreement after the expiration of the Feasibility Review Period due to non-funding as set forth herein, then Seller shall have the right to keep and retain the Earnest Money contributed by County.

34. **GRAMA.** Seller acknowledges that this Agreement and other documents are subject to public disclosure by Buyers upon approval and ratification of this Agreement by their respective legislative bodies pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Seller deems any documents or portions of documents to be proprietary and protected, Seller must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Seller will be pursuant to GRAMA and at the sole but reasonable discretion of Buyers. Notwithstanding the foregoing, subject to all applicable laws, regulations, and ordinances, including GRAMA, Buyers and Seller hereby agree that each shall use commercially reasonable efforts to keep and maintain all aspects, terms, and conditions of this Agreement and the Purchase and Sale Transaction confidential; provided, however, (i)

Buyers are hereby authorized to disclose the applicable aspects, terms, and conditions of this Agreement and the Purchase and Sale Transaction to the extent necessary for Buyers to obtain all approvals and consents of their respective legislative bodies and/or other applicable governing bodies that are necessary for the execution hereof and/or the performance hereunder and (ii) after the Closing, Buyers shall have the right to disclose prudent and reasonable terms and conditions of the Purchase and Sale Transaction so long as no financial information (including the Purchase Price) is disclosed to any party without such party properly requesting same through a formal GRAMA request except as necessary in planning, negotiating, and seeking approval for uses of the Property.

35. ETHICAL STANDARDS. To Seller's Current Knowledge, Seller represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

36. CAMPAIGN CONTRIBUTIONS. Seller acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Seller also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County may be prohibited from making certain campaign contributions to County candidates. Seller further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. To Seller's Current Knowledge, Seller represents that it has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

37. GOVERNMENTAL IMMUNITY. The parties hereto acknowledge that Buyers are governmental entities subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Section 63G-7-101 *et. seq.*, and/or other similar laws, acts, and/or statutes (collectively, the "Immunity Act"). Notwithstanding any other provision above, the parties agree that Buyers shall only be liable within the parameters of the Immunity Act. Nothing contained in this Agreement shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Immunity Act.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyers have executed this Agreement as of the Effective Date.

SELLER:

By:  
Michael Marcheschi (Jun 18, 2024 16:50 MDT) JW

Name: Michael Marcheschi

Its: Authorized Agent

Date: Jun 18, 2024

BUYERS:
MURRAY CITY COPORATION

By: _____

Name: _____

Its: _____

Date: _____

SALT LAKE COUNTY

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

G.L. Critchfield
Murray City Attorney

By: _____
Derrick L. Sorensen, Real Estate Manager
Salt Lake County Parks and Recreation

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement (the “Agreement”), and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 20___. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in the Agreement, and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as “the person responsible for closing” the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT:

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit A - Real Property Description

EXHIBIT A

REAL PROPERTY DESCRIPTION

Tax ID No. 21-23-328-001

Lot 47, MURRAY BLUFFS PHASE 2 SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

Land | For Sale

CBRE

Murray Residential Land

3.2 Acres for Sale

Download LOI
Form Here 

1193 West Winchester St
Murray, UT 84123

Call For Offers Due May 1, 2024

Submit to patrick.juhlin@cbre.com



Murray Residential Land

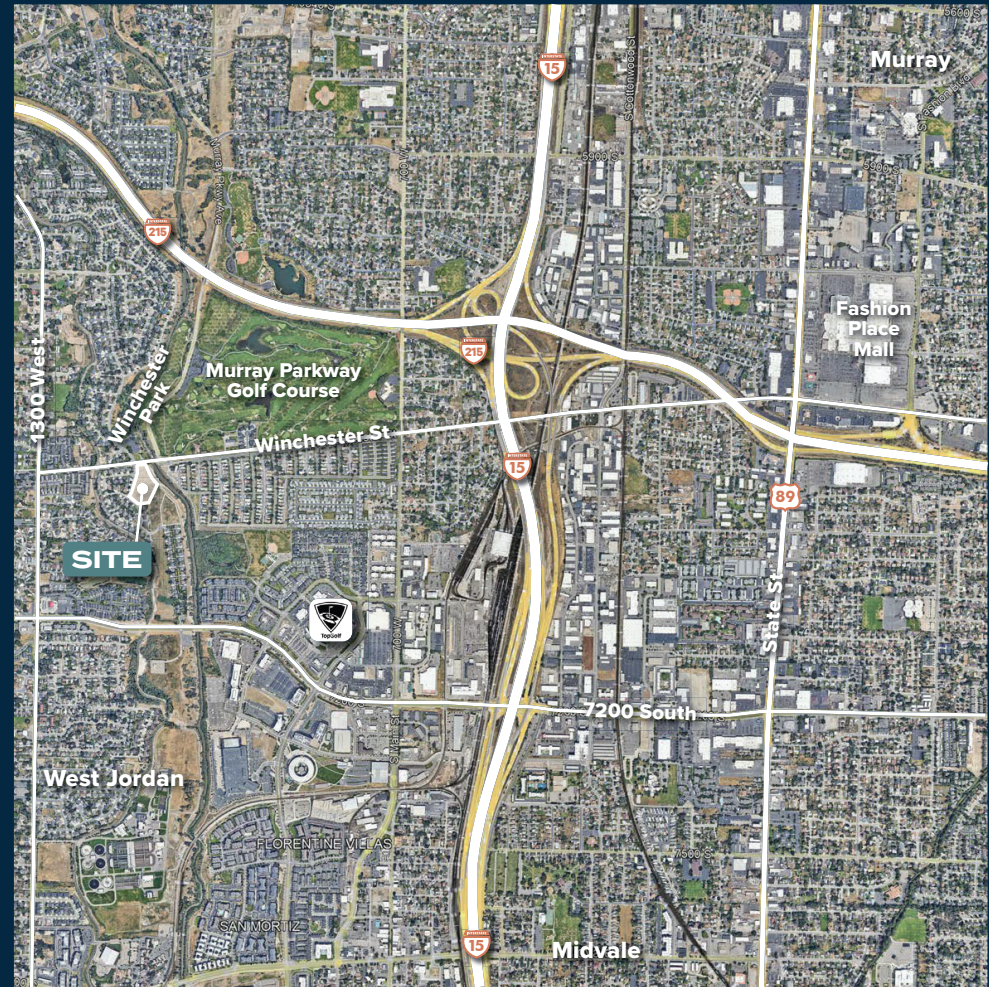
1193 West Winchester St | Murray, UT 84123

For Sale



Development Opportunity

CBRE is pleased to present a rare opportunity to purchase zoned, in-fill land that has great development characteristics with roads and utilities adjacent to the property in Murray, Utah. It is zoned for single-family, residential development with R-1-8 (minimum 8,000 SF lots). This area has much to offer in location and amenities. It borders the Jordan River and the Jordan River Parkway Trail. Fashion Place Mall and surrounding retail are minutes away. Winchester Park and Murray Parkway Golf Course are across the street and Top Golf is close by as well. I-15 and I-215 are easily accessible from 7200 South and Redwood Road.



3.2

Acres

\$1.7M

Sale Price

R-1-8

Zoning

Miles to

2

Interstate 15

2

Interstate 215

2

Fashion Place Mall

11

Salt Lake City

13

SLC Airport

Murray Residential Land

1193 West Winchester St | Murray, UT 84123

For Sale



- + 3.2 acres
- + Zoning: R-1-8 (Minimum 8,000 SF Lots)
- + Sale Price: \$1,700,000
- + Frontage to Jordan River & Jordan River Trail
- + Parcel: 21-23-328-001

- + Call for offer deadline: May 1, 2024
- + All buyers must submit on Seller's LOI document. [Click here to download.](#)
- + Submit LOI to patrick.juhlin@cbre.com

Contact Us

Patrick Juhlin

First Vice President
+1 801 869 8005
patrick.juhlin@cbre.com

Bruce Zollinger

First Vice President
+1 801 869 8040
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TERMS OF LISTING AND SALE ADDENDUM

ATTACHMENT 1

1. Any agreement for the sale of the property must be on the standard real estate purchase agreement of Client or its designated Affiliated Entity. If a purchaser desires to use any other form, the purchaser must obtain the consent of Client or its designated Affiliated Entity ("**Owner**"), and any offer to purchase made by purchaser will be subject to an addendum from Owner.
2. Owner will retain, as available, all subsurface rights, including, without limitation, all water, energy, and mineral rights pertaining to the property.
3. Owner will convey the property without warranty, except that as of the date of closing the transaction, the title of the property is free from encumbrances made or suffered to be made by Owner or by anyone claiming by, through, or under Owner, and none other, subject to: (a) the permitted exceptions, (b) any state of facts that an accurate and complete ALTA/ASCM survey, or equivalent, or physical inspection of the property might disclose, (c) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (d) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.
4. Any purchaser of the property will be required to purchase the property subject to the terms and conditions of any and all leases or rental agreements existing on the property.
5. Sales of property contiguous to other property held or retained by Owner, and sales of existing church buildings, may include a contract and/or deed restriction regarding the use of the property, at Owner's discretion.
6. ALL PROPERTY SOLD BY OWNER WILL BE SOLD "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" AND WILL BE SOLD WITHOUT REPRESENTATION OR WARRANTY AS TO FREEDOM FROM ENCUMBRANCES OR LIENS EXCEPT FOR THE WARRANTIES MADE IN PARAGRAPH 3 ABOVE. CONSULTANT AND/OR AFFILIATED BROKER WILL PROVIDE PURCHASER WITH A REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY, AND PURCHASER WILL BE REQUIRED TO RELY SOLELY UPON ITS OWN INSPECTION OR REVIEW. AS A CONDITION OF SALE, THE PURCHASER WILL BE REQUIRED TO RELEASE AND INDEMNIFY OWNER FROM CLAIMS ARISING FROM THE CONDITION OF THE PROPERTY, EXCLUDING CLAIMS FOR PERSONAL INJURY ARISING BEFORE THE CLOSING DATE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OWNER, CLAIMS ARISING OUT OF CONTRACTUAL OBLIGATIONS TO THIRD PARTIES UNDERTAKEN BY OWNER PRIOR TO CLOSING THE TRANSACTION, AND FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF OWNER.



MURRAY
CITY COUNCIL

Adjournment