



MURRAY
CITY COUNCIL

**Council Meeting
April 1, 2025**



Murray City Municipal Council

City Council Meeting Notice

April 1, 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, April 1, 2025 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

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

Meeting Agenda

6:30 p.m. **Council Meeting** – Council Chambers
Diane Turner conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – March 4, 2025

Citizen Comments

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

Special Recognition

1. Consider a Joint Resolution of the Mayor and the Municipal Council of Murray City, Utah, in support of the Murray Exchange Club by recognizing and declaring April 2025 as Child Abuse Prevention Month. Mayor Hales presenting.
2. Consider a Joint Resolution of the Mayor and Municipal Council of Murray City, Utah, declaring Thursday, May 1st 2025 as Murray Arbor Day. Jann Cox presenting.

Consent Agenda

Mayor Hales presenting.

1. Consider confirmation of the Mayor's appointment of Sonja Jensen to the Public Safety Advisory Board for a term beginning March 1, 2025 through March 1, 2028.

Public Hearings

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

1. Consider an ordinance relating to land use; amends the General Plan from Low Density

Residential to Residential Business and the Zoning Map from R-1-8 (Single Family Low-Density) to R-N-B (Residential Neighborhood Business) for the property located at 1300 East 6500 South, Murray City. Zachary Smallwood presenting.

2. Consider a resolution approving the 2024 Municipal Wastewater Planning Program Report. Ben Ford presenting.

Business Items

1. Consider an ordinance amending Section 13.40.050(D) of the Murray City Municipal Code changing fees in the Murray City Cemetery. Bruce Holyoak presenting.
2. Consider a resolution approving amendments to an Interlocal Cooperation Agreement among Murray City ("City"), Bluffdale City, Draper City, Sandy City, South Jordan City, South Salt Lake City, West Jordan City, and West Valley City relating to the operations of the Metro Fire Agency. Doug Hill presenting.
3. Consider a resolution authorizing and ratifying the execution of an Interlocal Cooperation agreement between the City and Salt Lake County to provide election services to assist the City in conducting the City's 2025 Municipal Election. Brooke Smith presenting.
4. Consider a resolution authorizing Murray City to enter into a Development Agreement with the Redevelopment Agency of Murray City and Rockworth Companies for the Redevelopment of property owned by Murray City and the Redevelopment Agency of Murray City Beginning at 48 East 4800 South and including a substantial portion of the property referred to as Block one, located in Murray City, Salt Lake County, Utah. Chad Wilkinson presenting.

Mayor's Report and Questions

Adjournment

NOTICE

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

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

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

On Friday, March 28, 2025, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

**MURRAY CITY MUNICIPAL COUNCIL
COUNCIL MEETING**

Minutes of Tuesday, March 4, 2025

Murray City Hall, 10 East 4800 South, Council Chambers, Murray, Utah 84107

Attendance:

Council Members:

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

Others:

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Brooke Smith	City Recorder
G.L. Critchfield	City Attorney	Pattie Johnson	Council Administration
Craig Burnett	Police Chief	Joey Mittelman	Fire Chief
Russ Kakala	Public Works Director	Brenda Moore	Finance Director
Ben Ford	Wastewater Superintendent	Joe Goodman	Public Works
Chad Wilkinson	CED Director	Rob White	IT Director
Kim Sorensen	Parks and Recreation Director	Ben Gray	IT
Citizens & Guests		Elon Farrell	

Call to Order: 6:30 p.m. – Council Member Cotter

Approval of Minutes: Council Meeting, February 4, 2025.

MOTION: Ms. Turner moved to approve, and Mr. Pickett SECONDED the motion. Voice vote taken, all “Ayes.” Approved 5-0

Citizen Comments: None

Public Hearings:

- **Consider a resolution approving the October 2024 Murray City Water Master Plan.** Water Superintendent Aron Frisk reviewed the October 2024 Murray City Water Master Plan, developed by City staff and Bowen Collins & Associates. He explained that the plan would serve as a guide for identifying and addressing deficiencies and estimating all project costs. He said Murray’s water system is self-sustaining, with 19 active wells, 8 natural springs, and 5 reservoirs holding 12 million gallons. He said the City never needs to purchase water and comparatively only a handful of other Salt Lake Valley water systems can make the same claim.

A water distribution map was viewed to point out system pressure zones, watermains, service connections, and hydrants. Mr. Frisk said the City’s well water supply will meet 2065 demands with a 20% reserve and reviewed water main deficiencies, necessary system improvements, pipe replacement projects, operational upgrades and budget recommendations.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

Ms. Cotter asked Mr. Frisk to explain why the City would construct a new well below 1300 West. Mr. Frisk said a well has been needed in the southwest corner of the City for years because that is where the greatest

drop in water pressure exists in the system. The drop in pressure makes it difficult to supply water to residents uphill during peak demands. The new well would support the new City park south of Winchester Park and serve as a backup to the older well at 700 West in case of malfunction. He confirmed that existing construction near 1300 West has been ongoing where much of the work was performed by Murray City.

Mr. Goodman moved to add Climate Change language to the master plan document. He felt that climate change issues are related to expanding well capacities because water is needed more for survival than for financial gain or increased user need. Mr. Frisk would add the language to the Supply and Demand section of the document.

MOTION: Mr. Hock moved to approve the resolution with the specified amendment. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	5-0

- **Consider a resolution adopting the December 2024 Water Impact Fee Facilities Plan and the January 2025 Water Impact Fee Analysis.** Mr. Frisk said two separate studies were combined to determine the required impact fees in the future. He explained why the Impact Fee Facilities Plan was needed that included projections of future growth related to required peak water demands. Required system improvements taken from the Master Plan were noted as capital improvement projects that would be completed between 2026 to 2030.

Mr. Frisk gave a thorough review of the Impact Fee Analysis saying that the City must use revenue sources other than impact fees to fund repair and replacement projects, rectifying existing deficiencies or increase level of service for existing users. He described a new method for assessing impact fees and explained impact fee calculations for new construction water services.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Ms. Turner moved to approve the resolution. Mr. Hock SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	5-0

- **Consider an ordinance amending Section 3.14.110 of the Murray City Municipal Code relating to Water System Impact Fees.** Mr. Frisk explained the ordinance would outline the proposed schedules of Water System Impact fees from 2025 to 2034 as reviewed in the last presentation. Impact fee calculations were noted for residential units, indoor residential units, gallons per minute for single family residential and multifamily apartment complexes, as well as mixed-use projects, other nonstandard development types and new developments.

The public hearing was open for public comments. No comments were given, and the public hearing was

closed.

MOTION: Mr. Pickett moved to approve the ordinance. Ms. Cotter SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	5-0

- **Consider an ordinance amending Section 13.08.020 of the Murray City Municipal Code relating to Metered Water rates in the City.** Mr. Frisk reviewed the Water Rate Study dated December 2024 and the Water Rate Schedule prepared by Zions Public Finance and Murray City staff. He explained that currently the City allows new developments to use existing water infrastructure on a property for construction water, but the new proposal is to charge a one-time fee of \$50 for 180 days of water use. The proposed ordinance requires that new construction users sign up for water service before water use is allowed for construction. This allows the City to meter and bill the water use just like it does for everyone else. In addition, contractors can no longer access City water meter boxes so moving forward City staff would make the connection inside of water meter boxes to protect the inside equipment.

Mr. Frisk said a sufficiency model was used to make future estimation, consisting of the base rate and the usage rate, both related to the water demand placed on the system. Because the last rate study was completed in 2018, projections were not equal to what is currently required, so the City must decide how to address a shortfall in revenue. If the City does nothing the City will have negative cash on hand by fiscal year 2026 and would fall well below its required debt service coverage ratio by fiscal year 2027. If no rate increases are made and no additional bonds are issued, the City would have to defer capital projects. As a result three options were introduced to address the matter.

He reviewed each option that suggested implementing water rate increases over time, along with issuing bonds to pay for projects and replenish cash on hand. The third option was highlighted as the best choice by City Staff, which recommended a rate increase of 20% on April 1, 2025, a rate increase of 20% on April 1, 2026, a rate increase of 10% on April 1, 2027, a rate increase of 5% on April 1, 2028, and a 2% rate increase on April 1, 2029 and thereafter. Option Three also included bonding for \$6 million in 2026 to maintain cash on hand.

Mr. Frisk said with the proposed rates, Murray would remain the affordable water in the Salt Lake Valley comparatively. The average single family home will see an increase of about \$4 per month.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

Mr. Hock asked if there was any way to avoid issuing a bond. Mr. Frisk said they would not need to bond if the City could receive grant funding for constructing the new well. Ms. Turner asked about possible leads for grant funding. Mr. Frisk said Public Works Director Russ Kakala and the Mayor's office were currently working to apply for grant funding.

MOTION: Mr. Hock moved to approve of the ordinance including Option Three. Ms. Cotter SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
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Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	5-0

- **Consider an ordinance amending Section 13.08.080 of the Murray City Municipal Code relating to the Minimum Size of Water Service Pipes.** Mr. Frisk reviewed the ordinance amendment saying that the City wants to allow new service lines and water meters for multi-family apartments with no irrigation responsibility to be three quarter inch pipes. Currently this is not allowed, as the minimum size is one inch. The ordinance also proposes for single family or non-residential developments to reuse an existing three quarter inch service line if it meets their plumbing demand for a development.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Mr. Pickett moved to approve the ordinance. Ms. Cotter SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	5-0

- **Consider an ordinance enacting Section 13.08.025 of the Murray City Municipal Code relating to a New Construction Water Meter and AMI Equipment Fee Schedule.** Mr. Frisk said the City would like to access a fee for the water meter and the automated metering equipment that will serve new developments. Currently meters are purchased within the department's operations account, which should be used only for replacing older meters of existing users.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Ms. Turner moved to approve the ordinance. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	5-0

- **Consider an ordinance amending Section 13.32.060 of the Murray City Municipal Code relating to Monthly Service Charges for Users of the City's Sewer System.** Wastewater Superintendent Ben Ford reviewed how the cost of the CVW (Central Valley Water) rebuild project had significantly increased from what was originally projected in 2017, which impacted the wastewater budget. He explained that in November of 2024 CVW issued one final bond for \$87 million to complete all remaining projects affecting Murray's Wastewater Fund.

He said the CVW fee was originally initiated to keep the rate structure flat after initial bonds were purchased,

which was why the CVW fee came down slowly over the rate cycle, and base fees and the flow rate went up to accommodate CVW fee reductions. Mr. Ford explained that said if the City does not increase wastewater rates, cash on hand reserves will drop significantly putting the City in an unfavorable position as the CVW rate is scheduled to drop to \$8 in April 2025 from the current rate of \$11.

To handle construction cost increases and the loss in cash, the proposal is to put the CVW fee back to \$12 permanently in April 2025, in addition to implementing a 3% increase year over year to the flow rate beginning in FY 2026. Mr. Ford said the hope is that the continuous increase will help to avoid future rate increase requests and stabilize the financial situation. The new fee structure was displayed for analyzing.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

Mr. Hock pointed out that the Council approved a rate adjustment 2-3 years ago due to the rebuild project exceeding expected construction costs. He said rates were raised above 2017 levels and adjusted again three years ago and asked why past increases had not already covered those expenses.

Mr. Ford explained that cost projections were made before the pandemic, when pricing was different and the full impact of COVID-19 was unknown. COVID significantly increased costs, adding \$150 to \$200 million to the treatment plant upgrade project. The initial plan was to gradually reduce the fee, but rising construction costs have prevented that.

Mr. Goodman asked what the worst case scenario was if the monthly service charge was not increased at this time and how long before a more significant increase was needed. Mr. Ford explained the commitment to CVW was already in place, but if the adjustment back to \$12 is not made the City could not fund internal capital projects that also need to take place. He said internal sewer system projects could be delayed, but rising costs in the construction industry would continue to make projects more expensive.

MOTION: Mr. Pickett moved to approve the ordinance. Mr. Hock SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	5-0

- Consider a resolution declaring the property located at approximately 48 East 4800 South, Murray City, Salt Lake County, State of Utah, as surplus; and approving the contribution and conveyance of said property for less than appraised value based on findings pursuant to Section 10-8-2 of the Utah Code. CED (Community and Economic Development) Director Chad Wilkinson said the proposal was the next step in the Block One discussion. He summarized that Rockworth Companies, who had presented a conceptual plan for Block One in a previous meeting to the Council, now requested the City's participation to make their project feasible.

The request was that the City contribute city-owned property for a Rockworth project. Mr. Wilkinson displayed an aerial map to show the .76 acre area appraised at \$1.2 million, proposed for surplus. He pointed out that the City's RDA (Redevelopment Agency) owns most of the Block One property except for the city-owned parcel requested by Rockworth.

He reviewed State Law to confirm specific provisions related to surplus property owned by a city and stated that the only decision needed from the Council was to consider whether the parcel qualify as surplus for less than market value. The decision would determine ongoing negotiations for a coming development agreement with Rockworth to move the proposed plan forward. He clarified what the Council would not be voting on at this time was an actual development agreement with Rockworth.

Mr. Wilkinson outlined State Law regarding the provision of city owned surplus property and explained that a required 10-8-2 Analysis study be done to prove that there was public benefit to the action. He said Zions Public Finance was commissioned to conduct the analysis who confirmed public benefits in line with objectives of the City.

Public benefits include monetary gain in the way of annual sales tax revenue of approximately \$2.1 million and property tax revenue valuing \$105,000. A parking garage with underground parking is proposed by the developer for installing 460 parking spaces, including 32 stalls allocated for direct public use. Lastly, Rockworth would construct a project below the maximum density allowed in the MCCD zone, which is in line with City goals.

Mr. Wilkinson explained that the willingness of Rockworth to construct a lower density project was important because developers typically request the maximum density. Because they are willing to meet the City's desired density goals, they have requested the City participate by offering surplus property, provide financial contributions and contribute towards constructing the parking garage. This was also due to a large gas line, that must be relocated. The participation of the City would reduce the cost of the overall lower density project for Rockworth.

In addition public benefits from the analysis study, also included enhancement and vibrancy to Murray's historic core and activation of the Town Center and provide more housing to the City. The Rockworth project would also increase housing by 150 units which meets the vision to revitalize the down town.

Mr. Wilkinson addressed parking concerns related to the proposed surplus and highlighted other various parking lots on an aerial map of City Hall. He noted the compact lot, the overflow lot to the far south and the north parking lot as areas where City employees could park in the future. He explained that before his employment parking was an important factor during the approval of the City Hall and City Code required 164 parking spaces, with a maximum of 234. He noted the south overflow lot and the east parking lot were always designated as placeholders for future development.

Mr. Wilkinson acknowledged concerns about losing the east employee parking at City Hall, by explaining how CED staff conducted a parking count to get an idea about usage. They monitored six parking areas twice daily on three weekdays, a Friday, Monday and Tuesday and calculated the vacancy rates from a total of 209 spaces. The lowest number of vacant stalls in a day was 101, while the highest was 133. Staff concluded that 64% of employee parking spots are unoccupied most of the time. Counts did not include lunch hours or after 5:00 p.m. CED staff believes City Hall has enough daily parking to meet Code requirements without the east parking lot.

Mr. Wilkinson said the decision to surplus the parcel did not bind the Council to any decision on the development agreement with Rockworth, which would come at later date. But the resolution does facilitate the decision.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

Mr. Pickett ask if counting vacancies on a Wednesday or Thursday would have made a difference in the vacancy percentage. Mr. Wilkinson said the result would have been the same but they could recount on those weekdays.

Ms. Cotter asked if future growth, including new businesses and residents, was considered for increased employee needs in various departments at City Hall. Mr. Wilkinson said parking requirements were based on building square footage, and the 64% vacancy rate would more than accommodate future needs at City Hall. Ms. Cotter thought counting vacant spots on Fridays and Mondays was not accurate because many employees use those days for vacation absences. Mr. Wilkinson said he would have a count conducted on Wednesdays and Thursdays and report back.

Economic Development Specialist Elvon Farrell said Near Maps satellite photos were taken on Wednesdays during August of 2022 and March and August of 2023 to say that those parking vacancies reflected the same result. Mr. Wilkinson said employees or visitors could also parallel park on Hanauer Street east of the City Hall building.

Ms. Cotter asked about designated parking for City employees since they would lose the east parking lot. She asked about parking for future City Hall events and parking during construction of the Rockworth parking garage. Mr. Wilkinson said Rockworth agreed to allocate 32 public parking spots at their development where City employees could park. He felt there was ample parking for visitors attending events and noted that public events do not require a parking policy. Ms. Cotter questioned whether 32 spots would be adequate for more than 50 employees and asked if the 32 designated parking spaces would be reserved specifically for City Hall or available on a first-come, first-served basis. Mr. Wilkinson said he did not have the answer.

Mr. Wilkinson said Rockworth indicated that reserving 50 spots for City Hall would make it difficult for their project to operate, as parking stalls were also needed for residential units and commercial businesses. Ms. Cotter expressed concern about safety and security for City Hall employees walking to the far south overflow parking lot late at night.

Mr. Hock asked about City fleet vehicles parking in the far south overflow parking lot. Mr. Wilkinson felt if there was a need, fleet vehicles could be moved to another location and most of them were out in the City during working hours, which would free up parking spaces.

Mr. Pickett appreciated staff's work to ensure adequate parking. He believed there would be plenty of parking for growth while accommodating City employees and other visiting patrons in the future.

Ms. Turner expressed employee safety as a concern and hoped past mistakes related to parking insufficiencies could be avoided. She said after visually analyzing the east parking lot, she supported the surplus proposal to help develop Block One that had been a challenge for years. She said the Rockworth project fits the needs of the City and would be a development citizens would be proud of.

Mr. Goodman suggested City police officers monitor employees leaving City Hall at night and asked, if approved, what was the next step to the surplus process. Mr. Wilkinson said negotiations would continue with Rockworth to complete a development agreement which would require RDA and Council consideration in the future.

MOTION: Mr. Hock moved to approve the resolution. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Nay
Mr. Goodman	Aye
Motion passed:	4-1

Mayor's Report and Questions: Mayor Hales announced that Preservation Utah named Murray Mansion as the project of the year. The Equestrian Trail along the Jordan River was resurfaced between 5400 South and the Nature Center. Spring soccer sign-ups are open. He also commended Murray Police Officer and Victims Advocate Alissa Black for her KSL interview on the department's soft interview rooms, which provide a comfortable space for abuse survivors speaking with police.

Adjournment: 8:04 p.m.

Pattie Johnson
Council Office Administrator III



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Special Recognition



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY

City Council

Joint Resolution supporting Child Abuse Prevention Month

Council Action Request

Council Meeting

Meeting Date: April 1, 2025

Department Director Jennifer Kennedy	Purpose of Proposal A Joint Resolution supporting April 2025 as Child Abuse Prevention Month
Phone # 801-264-2622	Action Requested Informational only
Presenters Diane Turner Mayor Hales	Attachments Joint Resolution
Required Time for Presentation	Budget Impact None
Is This Time Sensitive No	Description of this Item A Joint Resolution of the Mayor and the Municipal Council of Murray City, Utah in Support of the Murray Exchange Club by Recognizing and Declaring April 2025 as Child Abuse Prevention Month.
Mayor's Approval	
Date March 18, 2025	

Joint Resolution # 25-14

A JOINT RESOLUTION OF THE MAYOR AND THE MUNICIPAL COUNCIL OF MURRAY CITY, UTAH IN SUPPORT OF THE MURRAY EXCHANGE CLUB BY RECOGNIZING AND DECLARING APRIL 2025 AS CHILD ABUSE PREVENTION MONTH

WHEREAS, the children of Murray are the future of our state's success and investing in their general welfare, safety and livelihood are of the utmost priority; and

WHEREAS, all children deserve to grow up in a safe and nurturing environment to assure they reach their full potential as they grow and develop; and

WHEREAS, the protection of children and strengthening of families is of concern and responsibility of all Murray citizens because the wellness of children affects our lives now and will continue to affect us in the future; and

WHEREAS, child abuse is a serious problem with each child abuse case impacting an entire family and affecting the community as a whole; and

WHEREAS, child abuse respects no racial, religious, socio-economic, or geographic boundaries, and

WHEREAS, all citizens of Murray need to become more aware of child abuse and its prevention within their respective communities and actively encourage and support parents to raise their children in a safe and nurturing environment, and

WHEREAS, preventing child abuse requires each member of the community to be attentive to the problems of families around them and commit to do everything they can to help, and

WHEREAS, The National Exchange Club has adopted this cause as its National Project and is supporting parent aide programs, parenting classes, educational programs, and community service activities, and is helping to make significant progress in stopping this crime against families and children; and

WHEREAS, the Murray Exchange Club members are active and positive participants in the City of Murray in accordance with the standards of the National Exchange Club; and

WHEREAS, The Murray Exchange Club is anxious and appreciative to share this worthwhile cause and opportunity with Murray City;

NOW THEREFORE, the Mayor and City Council of Murray on behalf of the citizens of Murray, proclaim April 2025 as **CHILD ABUSE PREVENTION MONTH** and we call upon all our citizens to renew their commitment to be educated on the impact of child abuse and join in working for its prevention within our communities.

BE IT FURTHER RESOLVED, that we are appreciative of the work, care, and concern that our Victim Advocates, Police and Detectives put forth in dealing with these tough cases. It is our hope that child abuse numbers will decrease as families develop healthy, caring, nurturing, and loving relationships; and

BE IT STILL FURTHER RESOLVED, we commend the Murray Exchange Club for their continued efforts in helping families break free from this vicious cycle of Child Abuse. Our Nation's greatest asset is our children. All Children deserve to grow-up in a safe and nurturing environment to assure they reach their full potential.

Passed, Approved and Adopted this 1st day of April, in the year 2025.

Murray City Corporation

Murray City Municipal Council

Mayor Brett A. Hales

Paul Pickett, District 1

Pam Cotter, District 2

Scott Goodman, District 3

ATTEST:

Diane Turner, District 4

Brooke Smith, City Recorder

Adam Hock, District 5



MURRAY
CITY COUNCIL

Special Recognition #2



MURRAY

Power Department

Arbor Day Joint Resolution

Council Action Request

Council Meeting

Meeting Date: April 1, 2025

Department Director Greg Bellon	Purpose of Proposal Resolution for Arbor Day; Thursday, May 1, 2025
Phone # 801-264-2730	Action Requested Approval of the resolution.
Presenters Jann Cox	Attachments Resolution
	Budget Impact N/A
Required Time for Presentation 10 Minutes	Description of this Item Approval of Joint Resolution with City Council and Mayor.
Is This Time Sensitive No	
Mayor's Approval	
Date March 18, 2025	

**A JOINT RESOLUTION OF THE MAYOR AND
MUNICIPAL COUNCIL OF MURRAY CITY, UTAH
DECLARING
Thursday, May 1st, 2025
AS
MURRAY ARBOR DAY**

WHEREAS, Arbor Day is observed throughout the nation and even throughout the world on April 25, 2025; as trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, no exact value can be placed on a tree, as the true value is in the eyes of the beholder and the psychological-emotional-spiritual relationship between people and trees is far-reaching and complex; and

WHEREAS, trees can reduce the erosion of our precious topsoil from wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, as well as provide fun, shade, cover and even safety for us and other living creatures; and

WHEREAS, in preparing for the future, Murray City is committed to managing the confined spaces along streets and near buildings, so we have a peaceful co-existence between trees, utilities, buildings and people; and

WHEREAS, Murray City's Shade Tree and Beautification Commission has as its prime objective: the beautification of our city, by promoting the planting and care of trees and vegetation that will continually add beauty and value to our community, making it a more enjoyable and desirable place to work, play and live. As a **TREE CITY USA**, now for **48 years**, we are reminded that: "**Murray is a City Without Equal**"; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Municipal Council of Murray City do hereby declare

**Thursday, May 1, 2025
as
MURRAY ARBOR DAY**

and urge all citizens to support efforts to protect our trees and woodlands, to plant trees that will gladden the heart and promote the well-being of this and future generations, while beautifying our city.

PASSED, APPROVED, AND ADOPTED by the Mayor and the Murray City Municipal Council the **1st day of April 2025**.

MURRAY CITY CORPORATION

MURRAY CITY MUNICIPAL COUNCIL

Brett Hales, Mayor

Pam Cotter, Chair, District 2

Paul Pickett Acevedo, District 1

Scott Goodman, District 3

ATTEST:

Diane Turner, District 4

Brooke Smith, City Recorder

Adam Hock, District 5



MURRAY
CITY COUNCIL

Consent Agenda



MURRAY

Mayor's Office

Appointment - Sonja Jensen Public Safety Advisory Board

Council Action Request

Council Meeting

Meeting Date: April 1, 2025

Department Director Joey Mittelman	Purpose of Proposal Appointment of board member.
Phone # 801-264-2775	Action Requested Consider confirmation of the Mayor's Appointment of Sonja Jensen to the Public Safety Advisory Board.
Presenters Mayor Hales	Attachments Resume
Required Time for Presentation	Budget Impact None
Is This Time Sensitive Yes	Description of this Item Sonja Jensen will be appointed to the Public Safety Advisory Board from March 1, 2025 - March 1, 2028. She will be replacing Scott Goodman.
Mayor's Approval	
Date March 18, 2025	

Good evening Joey,

Thank you for speaking with me the other night.

Here are the places I have worked. You said I could just write them down instead of redoing a resume.

* FHP Urgent care (which was more like an ER setting) as a Medical Assistant. Also helped the lab as needed. 4 years

* Ace Ambulance 3 years EMT Intermediate

* Gold Cross 1 year EMT Intermediate

* Job Corps in Layton in the infirmary for 4 years. Medical Assistant/EMT/Lab Tech. Ran the HIV, Tuberculosis and Hepatitis programs

* U of U clinics. 5 years Medical assistant in Pediatrics, Family Practice, Internal Medicine, OBGYN

* Hill Air Force Base 7 years. Medical Assistant in Occupational Health. Also ran the Lab. Lab Technician.

* Made sure all shops (civilians and Military and including the fire and police. approximately 4500 people) on base were OSHA complaint regarding physicals, lab work, x-rays, immunizations etc annually. Ran the asbestos program and was part of collecting and running lab work for a cancer screen study for the fire department.

I was the supply and building custodian.

Met with the Med Group Commanders regarding budgets and out of the ordinary things needed quarterly. I made sure that we never ran out of supplies and I also negotiated new contracts with business and the Occupational Department.

* Now I do Medical Billing and am a Team Lead. I have been there for 8 years. I have 10 people that I manage. We post approximately 40 million dollars a month and balance on a daily basis.

We deal with all the different insurances including Medicare and Medical. We have to be knowledgeable in the federal guidelines and also in the different contracts between the insurances and the hospitals, clinics and Doctors.

I hope this is sufficient. If not, please let me know.

Sonja Jensen



MURRAY
CITY COUNCIL

Public Hearings



MURRAY
CITY COUNCIL

Public Hearing #1



MURRAY

Council Action Request

Community and Economic Development

General Plan and Zone Map Amendment 6500 S 1300 E

Council Meeting

Meeting Date: April 1, 2025

Department Director Chad Wilkinson	Purpose of Proposal Amend General Plan & Zone Map. General Plan: Low Density Residential to Neighborhood Business. Zoning: R-1-8 to R-N-B.
Phone # 801-270-2407	Action Requested General Plan Future Land Use Map Amendment & Zone Map Amendment
Presenters Zachary Smallwood	Attachments Slides
Required Time for Presentation 15 minutes	Budget Impact None Anticipated
Is This Time Sensitive No	Description of this Item John Kucera with Post Investments is requesting to amend the General Plan's Future Land Use Map for the property addressed 6500 South 1300 East from Low Density Residential to Residential Neighborhood Business. He would also like to amend the zoning map from R-1-8, Low Density Residential to R-N-B, Residential Neighborhood Business.
Mayor's Approval	The Planning Commission conducted a public hearing on January 2nd, 2025 and voted 7-0 recommending that City Council approve the requested changes.
Date March 5, 2025	

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 1st Day of April, 2025, 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 consideration of amending the Murray City General Plan Future Land Use Map from Low Density Residential to Residential Business and amending the Zoning Map from the R-1-8 (Single-Family Low Density Residential) zoning district to the R-N-B (Residential Neighborhood Business) zoning district for the property located at 6500 South 1300 East, Murray, Utah.

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

DATED this 13th day of February 2025.



MURRAY CITY CORPORATION



Brooke Smith
City Recorder

DATE OF PUBLICATION: March 21, 2025
PH25-15

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 (*Murray City Code 17-04-140*)

ORDINANCE NO. 25—

AN ORDINANCE RELATING TO LAND USE; AMENDS THE GENERAL PLAN FROM LOW DENSITY RESIDENTIAL TO RESIDENTIAL BUSINESS AND THE ZONING MAP FROM R-1-8 (SINGLE FAMILY LOW-DENSITY) TO R-N-B (RESIDENTIAL NEIGHBORHOOD BUSINESS) FOR THE PROPERTY LOCATED AT 1300 EAST 6500 SOUTH, MURRAY CITY

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

WHEREAS, the owner of the real property located at 1300 East 6500 South, Murray, Utah, has requested amendments to the General Plan to designate the property as Residential business and the Zoning Map to designate the property in a R-N-B (Residential Neighborhood Business) 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 General Plan be amended to show a Residential Business projected land use for the described property located at 1300 East 6500 South, Murray, Utah:

Legal Description

COMMENCING at a point of the West Right-of-Way line of 1300 East Street; point being East 2177.36 feet along the Quarter Section line, and North 0°41'15" East 497.30 feet from the Southwest corner of the Northeast Quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence West a distance of 300.00 feet; thence North 0°41'15" East 100.00 feet; to the South right-of way line of the Salt Lake City and Jordan Canal; thence East along said South line 244 feet; thence continuing East 56 feet to the West right of way line of said 1300 East Street; thence South 0°41'15" East 100.0 feet to the place of BEGINNING.

Section 2. That the Zoning Map and the zone district designation for the described property located at 1300 East 6500 South, Murray, Utah be amended from the R-1-8 (Single Family Low-Density) zone district to the R-N-B (Residential Neighborhood Business) zone district:

Section 3. 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 1st day of April, 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this _____ day of _____, 2025.

MAYOR'S ACTION: Approved

DATED this _____ day of _____, 2025.

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 _____, 2025.

Brooke Smith, City Recorder

Minutes of the Planning Commission meeting held on Thursday, January 2nd, 2025, 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
Lisa Milkavich
Jake Pehrson
Michael Henrie
Michael Richards
Pete Hristou
Zachary Smallwood, Planning Division Manager
David Rodgers, Senior Planner
Ruth Ruach, Planner I
Mark Richardson, Deputy Attorney
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

Commissioner Richards made a motion to approve the minutes for December 5th, 2024. Seconded by Commissioner Milkavich. A voice vote was made with all in favor.

CONFLICT(S) OF INTEREST

There were no conflicts of interest for this meeting.

APPROVAL OF FINDINGS OF FACT

Commissioner Pehrson made a motion to approve the findings of fact for Serena Webb Dance Studio conditional use permit and Murray Zevex Park Lane subdivision amendment.

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

SITE PLAN REVIEW(S) – ADMINISTRATIVE ACTION

Utah Woolen Mills (UWM) Men's Shop - Project # 24-138 - 6100 South State Street - Addition to an Existing Retail Business

Eric Tiles, on behalf of Utah Woolen Mills, was present to represent the request. Ruth Ruach presented the application requesting Site Plan Approval for an addition to a previously constructed building in the C-D zone. Ms. Ruach showed the site and floor plans for the property, showing the proposed addition. She showed images of the proposed elevations of the addition. She also showed the parking and access points. Notices were sent to affected property owners. No comments have been received. Staff recommends that the Planning Commission grant site plan approval for the proposed addition, subject to the six conditions.

Mr. Tiles approached the podium. Chair Patterson asked if he had read and could comply with the conditions. He said he could.

Chair Patterson opened the agenda item for public comment. Seeing none, the public comment period was closed.

Vice Chair Hacker made a motion that the Planning Commission grant site plan approval for the proposed addition to the UWM Men's Shop building, for the property addressed 6100 South State Street, subject to the following conditions:

1. The applicant shall adhere to all requirements in the Land Use Ordinance Title 17.
2. The applicant shall meet all Fire Department Requirements.
3. The applicant shall meet all Power Department Requirements.
4. The applicant shall meet all Public Works Department Requirements.
5. The applicant shall obtain a building permit prior to any work on the site.
6. The applicant shall maintain a business license at the location.

Seconded by Commissioner Milkavich. Roll call vote:

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

Motion passes: 7-0

GENERAL PLAN & ZONE MAP AMENDMENT(S) – LEGISLATIVE ACTION

Post Investments - Project # 24-139 - 6500 South 1300 East - General Plan Future Land Use Map
Amendment from Low Density Residential to Residential Business

John Kucera of Post Investments was present to represent the request. David Rodgers presented the application to amend the Future Land Use Map designation and Zoning Map for the subject properties to facilitate future development. Mr. Rodgers described the uses and characteristics of the current and surrounding zoning, as well as the proposed R-N-B zoning.

Chair Patterson and Mr. Rodgers had a discussion about the previous zoning designation that was given when this lot, located in the annexed area, was acquired by the city. They also discussed that this zone would be buffering adjacent neighborhoods, as there is no through access.

Mr. Kucera approached the podium for questions. Chair Patterson asked Mr. Rodgers to address the potential business for the property, as well as how staff and the Planning Commission consider zoning without projects in mind. Mr. Rodgers described the city's policy regarding how they look at the zone holistically, rather than look at a proposed project. He said this is because projects can sometimes fall through.

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

Mr. Rodgers read an email from Max Reese, Secretary of the Little Cottonwood Tanner Ditch Company (The LCTDC). He said that the company owns the property that runs along the north/south length of the applicant's property. If there will be construction on the property, the company needs to be involved to ensure that the existing pipe is not crushed, and that the easement is maintained.

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

Chair Patterson and Mr. Rodgers discussed other properties along 1300 East and the use of the R-N-B zone. She said that the zoning has been helpful in buffering neighborhoods near busy streets like 900 East and 1300 East. She feels that the R-N-B designation would be the highest and best use of this property. She also said that many of the annexed properties absorbed by Murray City have struggled with the blanket zoning originally applied and hopes the next General Plan will look more carefully at that.

Vice Chair Hacker made a motion to forward a recommendation of approval to the City Council for the requested amendments to the Future Land Use map, redesignating the properties located at 6500 South 1300 East from R-1-8, Low Density Single Family, to R-N-B Residential Neighborhood Business.

Seconded by Commissioner Milkavich. Roll call vote:

A Patterson
A Hacker
A Milkavich
A Henrie

A Hristou
A Pehrson
A Richards

Motion passes: 7-0

Post Investments - Project # 24-140 - 6500 South 1300 East - Zone Map Amendment from R-1-8, Single Family Low Density to R-N-B, Residential Neighborhood Business

Commissioner Hristou made a motion to forward a recommendation of approval to the City Council for the requested amendment to the Zoning Map designation of the properties located at 6500 South 1300 East from R-1-8, Low Density Single Family to R-N-B Residential Neighborhood Business as described in the staff report.

Seconded by Commissioner Milkavich. Roll call vote:

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

Motion passes: 7-0

ANNOUNCEMENTS AND QUESTIONS

The next scheduled meeting will be held on Thursday, January 16th, 2025, at 6:30 p.m. MST in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

ADJOURNMENT

Commissioner Milkavich made a motion to adjourn the meeting at 6:57 p.m. MST.



Zachary Smallwood, Planning Manager
Community & Economic Development Department



AGENDA ITEM # 5 & 6 Post Investments LLC

ITEM TYPE:	General Plan & Zone Map Amendments		
ADDRESS:	6500 South 1300 East	MEETING DATE:	January 2, 2025
APPLICANT:	Post Investments	STAFF:	David Rodgers, Senior Planner
PARCEL ID:	22-20-278-004	PROJECT NUMBER:	24-139 & 140
CURRENT ZONE:	R-1-8, Residential Single Family	PROPOSED ZONE:	R-N-B Residential Neighborhood Business
Land Use Designation	Low Density Residential	PROPOSED DESIGNATION	Residential Business
SIZE:	.69 acres		
REQUEST:	The applicant would like to amend the Future Land Use Map designation and Zoning Map for the subject properties to facilitate future development.		



I. BACKGROUND & REVIEW

The owner of the subject property is requesting to amend the General Plan's Future Land Use Map and the Zoning Map to allow for additional flexibility for uses that can be done in the existing building, which is an old fire station. The applicant proposes that changing the lot from Single Family Residential to Residential Neighborhood Business will allow them to use the existing building to its full potential.

This lot was originally a Salt Lake County fire station and was not developed within Murray City but was part of an annexation that occurred in 2003. When this area was annexed, city staff looked at the zoning that Salt Lake County had for the area and found the closest comparable that was available within city code. This meant that even though this lot itself was not a single-family use, it was included in the R-1-8 zone as part of the annexation process. Staff believes this area has changed since the original annexation and feel that this lot in particular makes sense to rezone in the way the applicant has proposed relative to the different uses that have developed since the annexation of this area.

Since there is only access to the lot from 1300 East, there will be no disruption inside of single-family neighborhoods as this lot gains potential users. 1300 East is also becoming an increasingly traveled corridor, with neighborhood commercial on the north end of this stretch of the area, and a small-scale office park on the southern end. Changing this lot to R-N-B is a way to maximize usage in this area while staying consistent with the existing neighborhood.

Surrounding Land Uses & Zoning

The subject property is a parcel totaling .69 acres in the R-1-8, Single Family Residential Zone located on the west side of 1300 East. The property is to the north of the office park on 6600 South and adjacent to several single-family neighborhoods.

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Single-Family Residential	R-1-8
South	Single-Family Residential	R-1-8
East	Single-Family Residential	R-1-8
West	Single-Family Residential	R-1-8

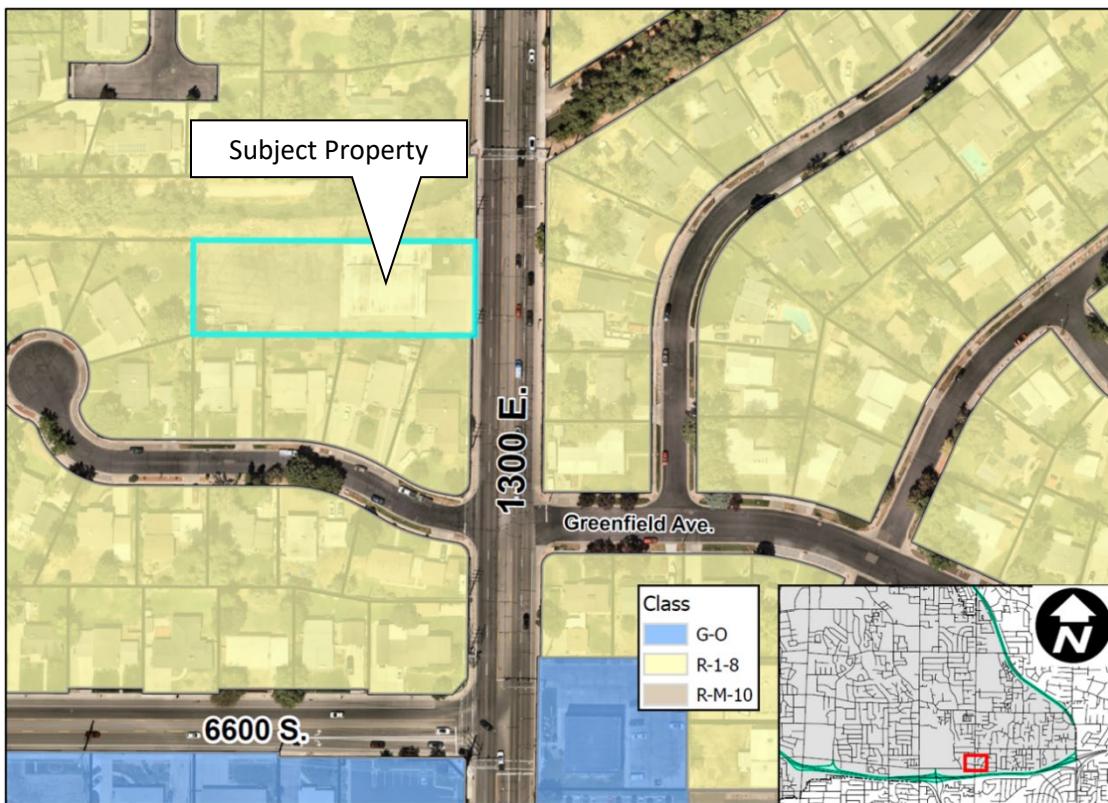


Figure 1: Zoning Map Segment

Zoning Considerations

The subject property is in the R-1-8, Single-Family Low-Density Zoning District. The surrounding properties are in the R-1-8 zone, with the area located to the south of 6600 South being in the G-O (General Office) zone. This area has traditionally been single-family, with several neighborhoods being created off interior roads away from 1300 East. This lot used to be a fire station, which made sense to be in an area with single family homes. Over the last few years however, 1300 East has begun to grow into a major thoroughfare through the east side of the city and has warranted a further look at what uses make sense in this area. Staff supports rezoning the property to R-N-B, as staff believes the flexibility provided by this change will allow this property to flourish and contribute to the surrounding community in a cohesive way.

Allowed Land Uses

Changing the zone from R-1-8 to R-N-B changes the land use from Low-Density Residential to Residential Neighborhood Business. This will allow the lot to be available for various uses while integrating into the currently existing neighborhood feel and character.

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

Conditional Uses in the proposed R-1-8 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-N-B**, Residential Neighborhood Business Zone:

Permitted Uses in the proposed R-N-B zone include single-family detached dwellings that must meet the requirements of the R-M-10 zone, twin homes, two-family dwellings (duplex) that must meet the requirements of the R-M-10 zone, residential disability care facilities, residential elderly care facilities, utilities, travel agencies, florists, optical goods, insurance offices, real estate offices, portrait photography, beauty and barber services, physician's offices, dental offices, other medical services, legal services, engineering firms, accounting and tax services, art and design studios, business consulting services, art, drama, and music schools, and dancing schools.

Conditional Uses in the proposed R-N-B include bed and breakfasts, delicatessen and lunch facilities without drive-throughs, health food facilities without drive-throughs, antiques, books and hobby supplies, gift shops and boutiques, banking and credit union services, tanning/sauna/message salon, dental laboratory services, protective functions, K-12 Schools, residential childcare facilities, denominational and sectarian schools, churches, business associations, professional membership organizations, political and civic organizations and non-profit organizations.

Zoning Regulations

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

	R-1-8 (existing)	R-N-B
Height	35'	20' (30' with CUP)
Front yard setback	25'	20'
Rear Yard setback	25'	20'
Side Yard setbacks	8' minimum, total of 20'	8'
Corner Yard setback	20'	20'
Parking Required	2 spaces per dwelling	Based on Use

Table 1: Compared Regulations in existing and proposed zones.

General Plan 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.

Future Land Use Map Designations

Map 5.7 of the Murray City General Plan (the Future Land Use Map) identifies future land use designations for 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 designations of properties. The subject property is currently designated “Low Density Residential”. The applicant proposes to amend the Future Land Use designations described above to “Residential Business”.

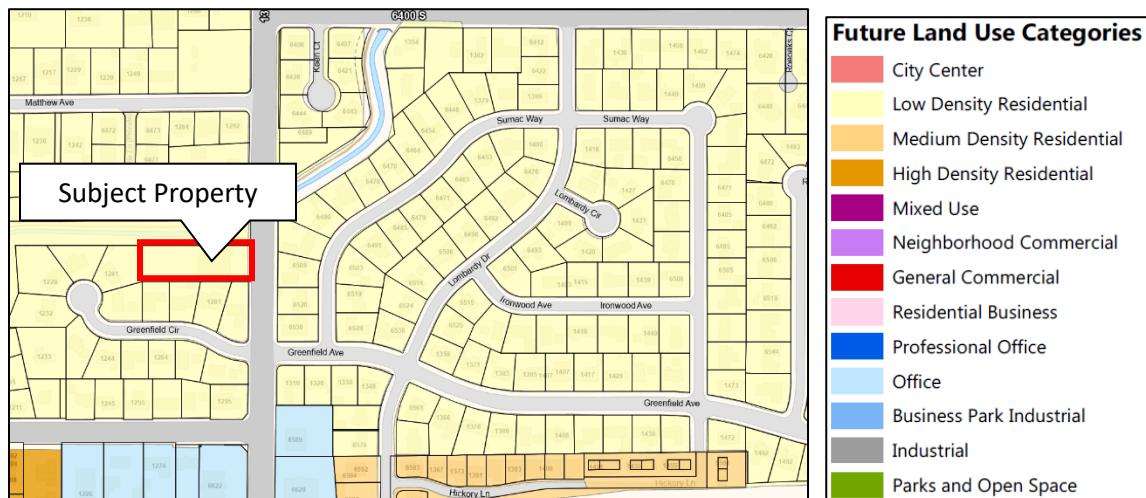


Figure 2: Future Land Use Map segment.

- Existing: The existing property is currently designated as “Low Density Residential”. The Low-Density Residential designation is intended for established and planned neighborhoods” and is the most common of the land use designations, see Figure 4 for a more detailed description.

LOW DENSITY RESIDENTIAL

This designation is intended for residential uses in established/planned neighborhoods, as well as low density residential on former agricultural lands. The designation is Murray's most common pattern of single-dwelling development. It is intended for areas where urban public services, generally including complete local street networks and access to frequent transit, are available or planned. Areas within this designation generally have few or very minor development constraints (such as infrastructure or sensitive lands). Primary lands/use types include single-dwelling (detached or attached) residential.

Density range is between 1 and 8 DU/AC.

Corresponding zone(s):

- A-1, Agricultural
- R-1-12, Low density single family
- R-1-10, Low density single family
- R-1-8, Low density single family
- R-1-6, Low/Medium density single family
- R-2-10, Low density two family



Figure 3: p. 5-12, Murray City General Plan 2017

- Proposed: The applicants propose to amend the Future Land Use Map designation of the subject property to "Residential Business." The residential business category is intended to allow "mixed-use, attached dwellings, or commercial development within primarily residential neighborhoods that is small in scale, has little impact, and provides services for the nearby residential and or recreational areas." See figure 4 below for a more detailed description.

RESIDENTIAL BUSINESS

This designation allows for mixed-use, attached dwellings, or commercial development within primarily residential neighborhoods that is small in scale, has little impact, and provides services for the nearby residential and/or recreational areas (e.g. Jordan River Parkway node at Winchester; adjacent to Wheeler Farm). Development will be similar in scale to nearby residential development to promote compatibility with the surrounding area. This designation is intended for areas where urban public services are available or planned. Areas within this designation are generally small nodes or individual buildings along corridors rather than large centers or complexes. Non-residential or multi-dwelling development will follow a similar development pattern of front setback/yard/landscaping as the surrounding residential context.

Corresponding zone(s):

- RNB, Residential Neighborhood Business



Figure 4: p. 5-15, Murray City General Plan 2017

General Plan Objectives

There are goals and objectives taken from elements of the General Plan that would be supported by development of the subject property under the R-N-B Zone. The primary goal of the 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 first objective of this element is to preserve and protect the quality of life for residential neighborhoods with the strategy shown below:

LAND USE & URBAN DESIGN OBJECTIVES & STRATEGIES

OBJECTIVE 1: PRESERVE AND PROTECT THE QUALITY OF LIFE FOR A RANGE OF Viable RESIDENTIAL NEIGHBORHOODS.

Strategy: Prioritize infill and redevelopment for commercial development over expansion into residential neighborhoods.

By rezoning this lot to R-N-B it can take advantage to the access to the canal trail to the north and become a fixture for different users in this neighborhood while maintaining the current neighborhood feel due to access only coming off 1300 East. There will be no way to access this site from any of the existing neighbors except by walking on the trail to the north.

The next example of how this rezone complements the general plan is evident in the Economic Development section, which has the overall goal as follows:

ECONOMIC DEVELOPMENT OVERALL GOAL

Ensure a resilient economy, prepared to handle future change through the support of a strong and diverse tax base for the city.

Within that section, the lack of developable area within Murray City is discussed. “According to the Salt Lake County Assessor’s Office of the 18,188 parcels in the city, 436 are listed as vacant.”

REDEVELOPMENT

Because very little vacant space is available in the economic districts, redevelopment of parcels will be key to economic growth in Murray City in the future. Potential parcels for redevelopment are those that have low improvement values, both on a parcel and per acre basis.

Rezoning this parcel from R-1-8 to R-N-B increases the redevelopment potential and would allow this lot to be used for various neighborhood scale businesses.

II. CITY DEPARTMENT REVIEW

The applications have been made available for review and comment by City Staff from various departments including the Engineering Division, Building Division, Police Department, Fire Department, Power Department, Water Division, and Wastewater Division. Staff has compiled their comments below:

- Engineering: No Comments
- Building: No Comments
- Police: No Comments
- Fire:

Fire department access road shall extend to within 150' of all portions of facility. Fire department access roads greater than 150' require cul-de-sac turn around. If structures +30 ft road width 26' for aerial apparatus. *Please reference the International Fire Code (IFC) 2021 and applicable National Fire Protection Association (NFPA) standards as guidelines.

- Power: No Comments

- Water: No Comments
- Wastewater:
 - Approve of the Zone map amendment and General Plan update for the property.
 - Please note if any future sewer changes are made the service district is Cottonwood Improvement District not Murray City. If sewer changes are made in the future work must be approved by Cottonwood Improvement District.
 - No other comments.

These comments are provided for the benefit of the applicant; as this application is not for a specific project, they are provided to make the applicant aware of potential issues if/when they receive the General Plan and Zone Map Amendment.

III. PUBLIC COMMENTS

Ninety-one (91) notices of the public hearing for the requested amendments to the Future Land Use Map and Zone Map were sent to all property owners within 300' of the subject property and to affected entities. As of the date of this report no comments have been received.

IV. FINDINGS

1. The General Plan provides for flexibility in implementation and execution of the goals and policies based on individual circumstances.
2. Amending the Future Land Use Map of the General Plan will allow for cohesion with neighboring residential uses.
3. The proposed Zone Map Amendment from R-1-8 to R-N-B has been considered based on the characteristics of the site and surrounding area. The potential impacts of the change can be managed within the uses allowed in the R-N-B Zone.
4. The proposed Zone Map Amendment from R-1-8 to R-N-B conforms to important goals and objectives of the 2017 Murray City General Plan and will allow an appropriate development of the subject property.

V. STAFF RECOMMENDATION

The requests have been reviewed together in the Staff Report and the findings and conclusions apply to both recommendations from Staff, but the Planning Commission must take actions individually. The two separate recommendations from Staff are provided below:

REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN

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 Future Land Use Map, re-designating the properties located at 6500 South 1300 East from Low Density Residential to Neighborhood Business

REQUEST TO AMEND THE MURRAY CITY ZONING MAP

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 6500 South 1300 East from R-1-8, Low Density Single Family to R-N-B Residential Neighborhood Business as described in the Staff Report.

GENERAL PLAN AMENDEMENT APPLICATION

Type of Application(check one): Text Amendment: _____ Map Amendment: _____

Applicant Information

Name: John Kucera - Post Investments LLC

Mailing Address: 4580 Silver Springs Dr, STE 300 City: Park City State: UT ZIP: 84098

Phone #: 801-520-7866 Fax #: _____ Email Address: john@sunirealestate.com

Property Owner's Information (If different)

Name: LYNN J & JOANIE Y HINTZE REVOCABLE LIVING TRUST 07/27/2016; POST INVESTMENTS LLC

Mailing Address: 4580 Silver Springs Dr, STE 300 City: Park City State: UT ZIP: 84098

Phone #: 801-520-7866 Fax #: _____ Email Address: john@sunirealestate.com

Application Information

For Map Amendments:

Property Address: 6500 South 1300 East, Salt Lake City, UT 84121

Parcel Identification (Sidwell) Number: 22-20-278-004-0000

Parcel Area(acres): .69 Land Use Designation: R-1-8 Proposed: RNBD

For Text Amendments:

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

Request to modify the future land use maps of the General Plan to accomodate Residential Neighborhood

Business District zoning on subject property, in conjuction with Zoning Amendment Application.

Subject property is former firehouse property with firefighter living quarters and engine garage looking to

allow the use of Art School and Art Studio for adults and children. Dandelion Art Camp and Sils Ceramics art studio/education.

Authorized Signature:  Date: 12-16-24

For Office Use Only

Project Number: 24-139 Date Accepted: 12/17/24

Planner Assigned: David Rodgers

ZONING AMENDEMENT APPLICATION

Type of Application(check one): Text Amendment: _____ Map Amendment:

Applicant Information

Name: John Kucera - Post Investments LLC

Mailing Address: 4580 Silver Springs Dr, STE 300 City: Park City State: UT ZIP: 84098

Phone #: 801-520-7866 Fax #: _____ Email Address: john@sunirealestate.com

Property Owner's Information (If different)

Name: LYNN J & JOANIE Y HINTZE REVOCABLE LIVING TRUST 07/27/2016; POST INVESTMENTS LLC

Mailing Address: 4580 Silver Springs Dr, STE 300 City: Park City State: UT ZIP: 84098

Phone #: 801-520-7866 Fax #: _____ Email Address: john@sunirealestate.com

Application Information

For Map Amendments:

Property Address: 6500 South 1300 East, Salt Lake City, UT 84121

Parcel Identification (Sidwell) Number: 22-20-278-004-0000

Parcel Area(acres): .69 Existing Zone: R-1-8 Proposed: Residential Neighborhood Business Dist.

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

For Text Amendments:

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

Former Firehouse property with firefighter living quarters and fire engine garage requests rezone to RNB District

Intended use Art School (use number 6834) and Art Studio (use number 6593).

Dandelion Art Camp and Sils Ceramics, art studio/education for children and adults

Authorized Signature: 

Date: 12-16-24

For Office Use Only

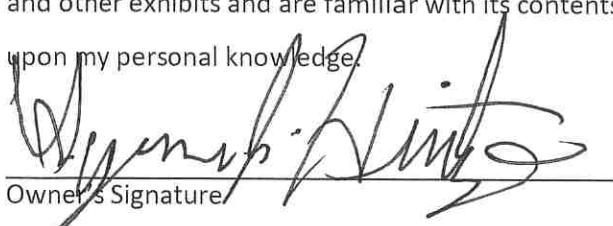
Project Number: 1A0 24-140

Date Accepted: 12/17/24

Planner Assigned: David Rodgers

Property Owners Affidavit

LYNN J & JOANIE Y HINTZE REVOCABLE LIVING TRUST 07/27/2016;
I (we) POST INVESTMENTS LLC, 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.

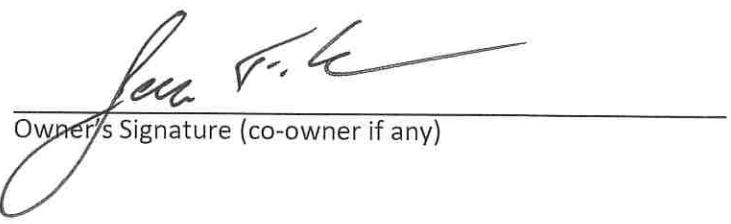


Owner's Signature

State of Utah

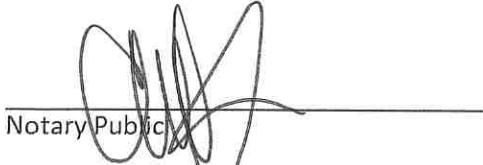
§

County of Salt Lake

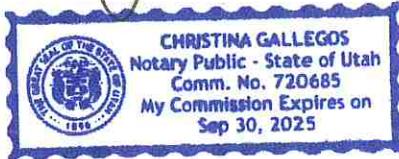


Owner's Signature (co-owner if any)

Subscribed and sworn to before me this 16th day of December, 20 24.



Notary Public



Residing in Holladay

My commission expires: 9/30/2025

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: _____



NOTICE OF PUBLIC HEARING

January 2nd, 2025, 6:30 PM

The Murray City Planning Commission will hold a public hearing in the Murray City Council Chambers, located at 10 East 4800 South to receive public comment on the following application:

Post Investments LLC is requesting a general plan & zone map amendment for the property located at **6500 South 1300 East**. The applicant is requesting a Future Land Use Map Amendment from Low Density Residential to Residential Business and a Zone Map Amendment from R-1-8, Single Family Low Density to R-N-B Residential Neighborhood Business. The requirements of the zone are located on our website at www.murray.utah.gov. **The Planning Commission will be making a recommendation to the City Council for this item. The City Council will hold another Public Hearing to make a decision regarding this application at a later date.**

To make comments regarding this proposal the public may do so at the meeting, by calling Murray City Planning Division at (801) 270-2430, or email pc@murray.utah.gov. You have received this notice because you own property within 300 feet of the subject property.

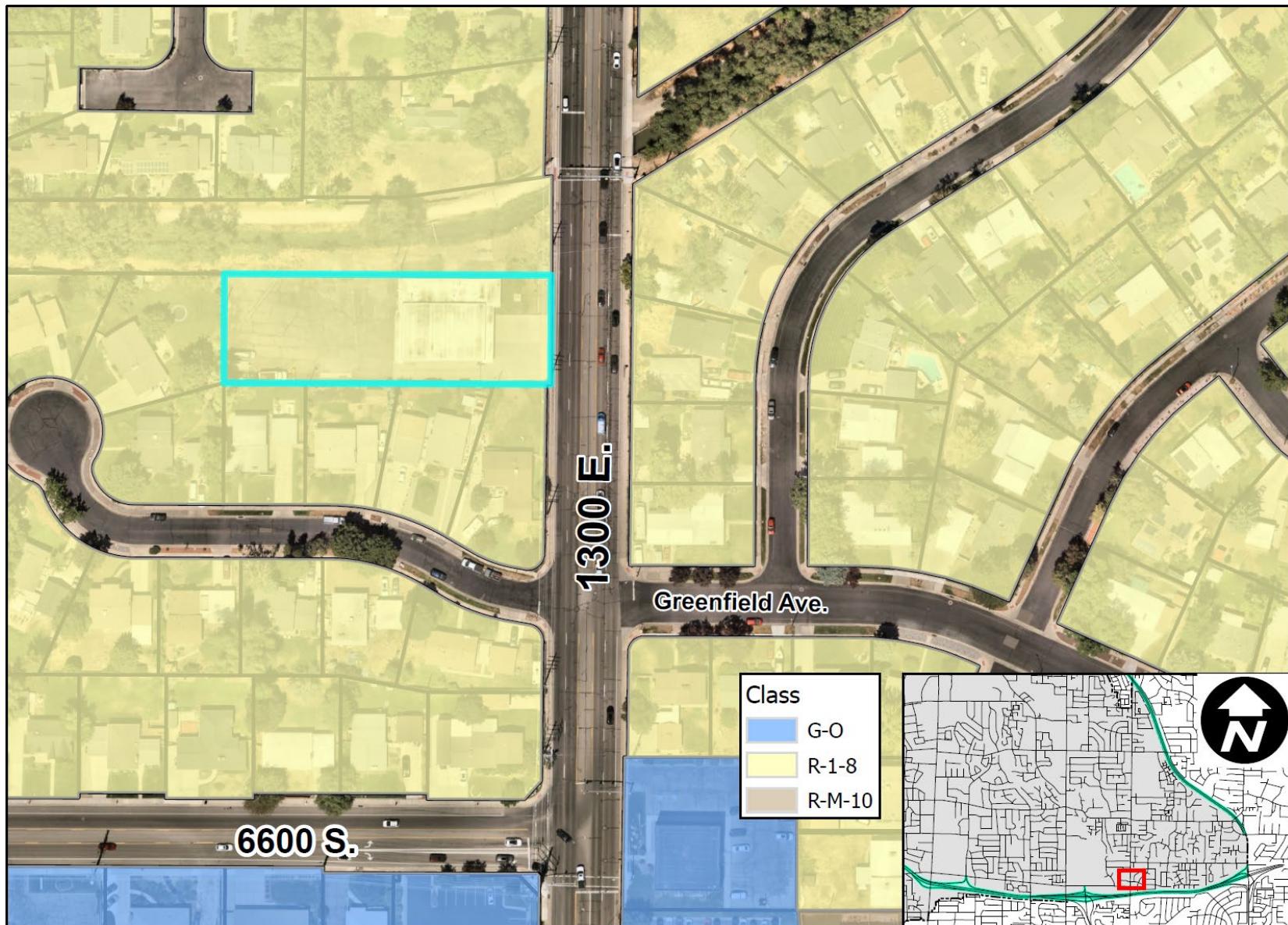
The meeting will be streamed online, at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.



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 | December 20th, 2024

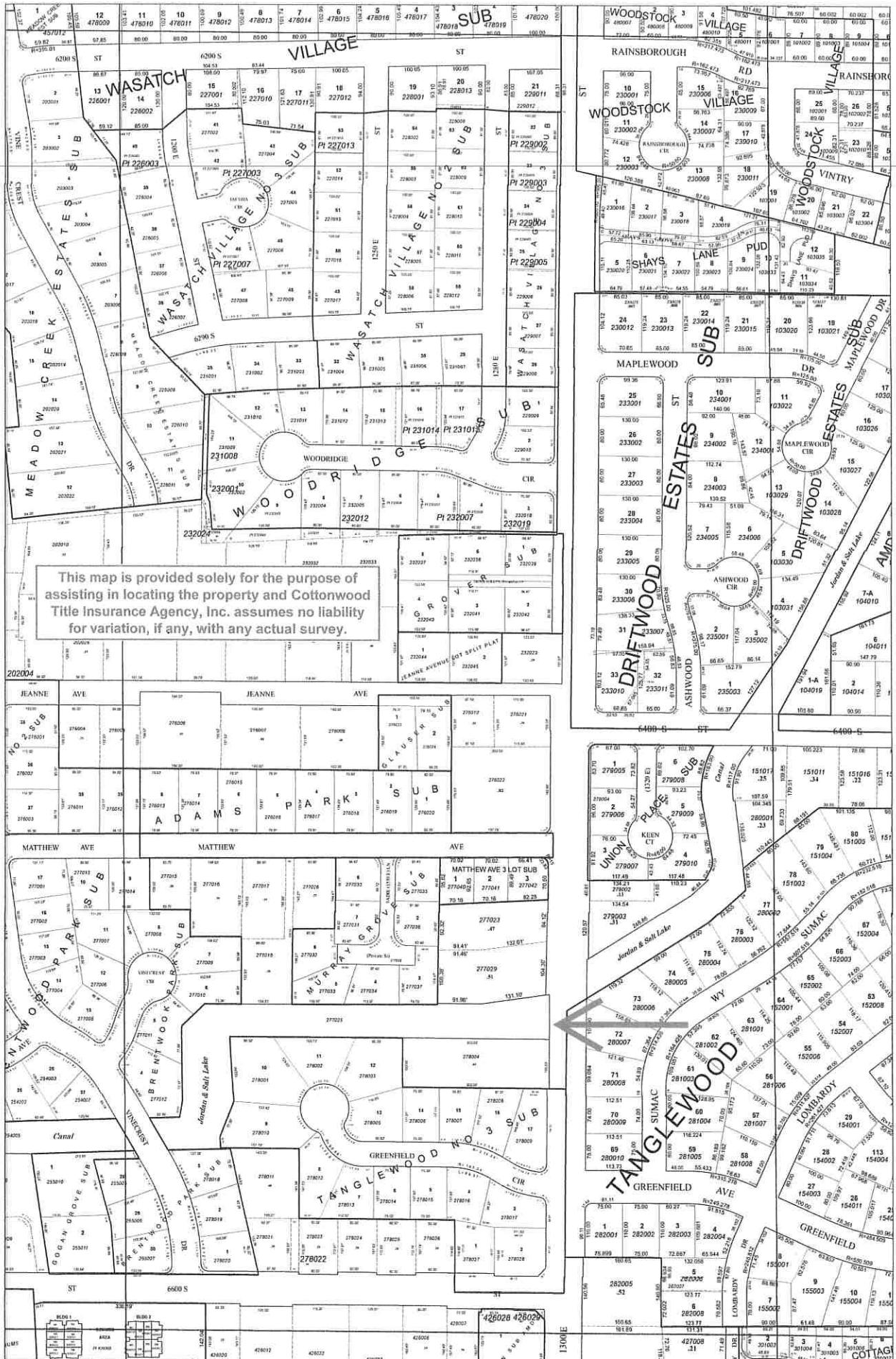
Murray City Hall | 10 East 4800 South | Murray | Utah | 84107



Murray, Utah 84107

10 East 4800 South

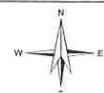
Murray City Hall



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

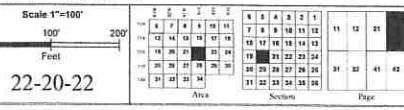


Prepared and published by
Salt Lake County Recorder
Renee Hobbs
2001 S. State Street #414-600
Salt Lake City, Utah 84106
383-4464-4143
recorder.slsj.org

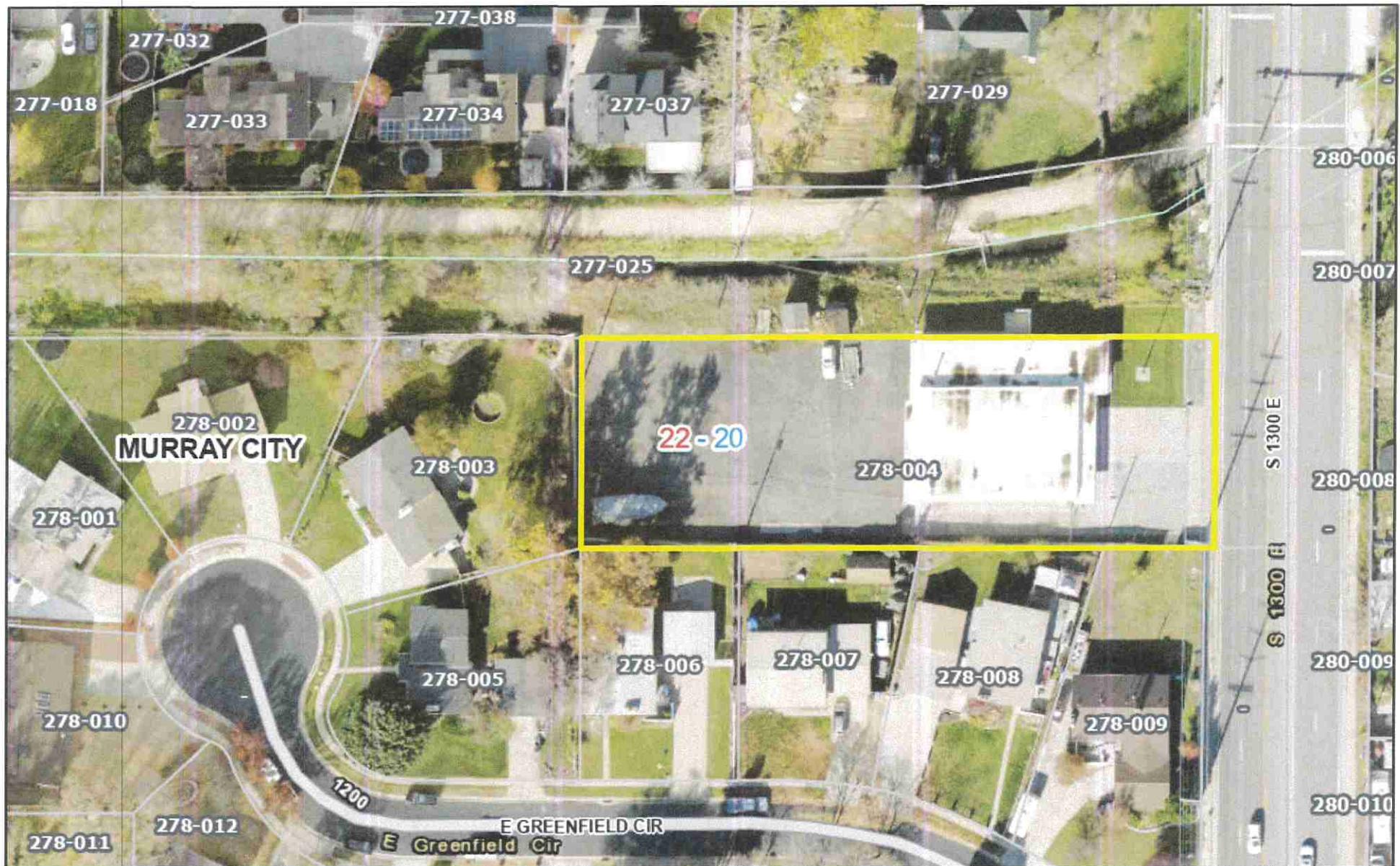


E 1/2 NE 1/4 Sec 20 T2S R1E
SALT LAKE COUNTY, UTAH

1/22/2021

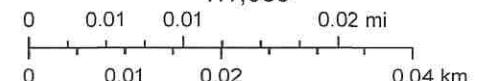


My Map



May 16, 2023

1:1,039

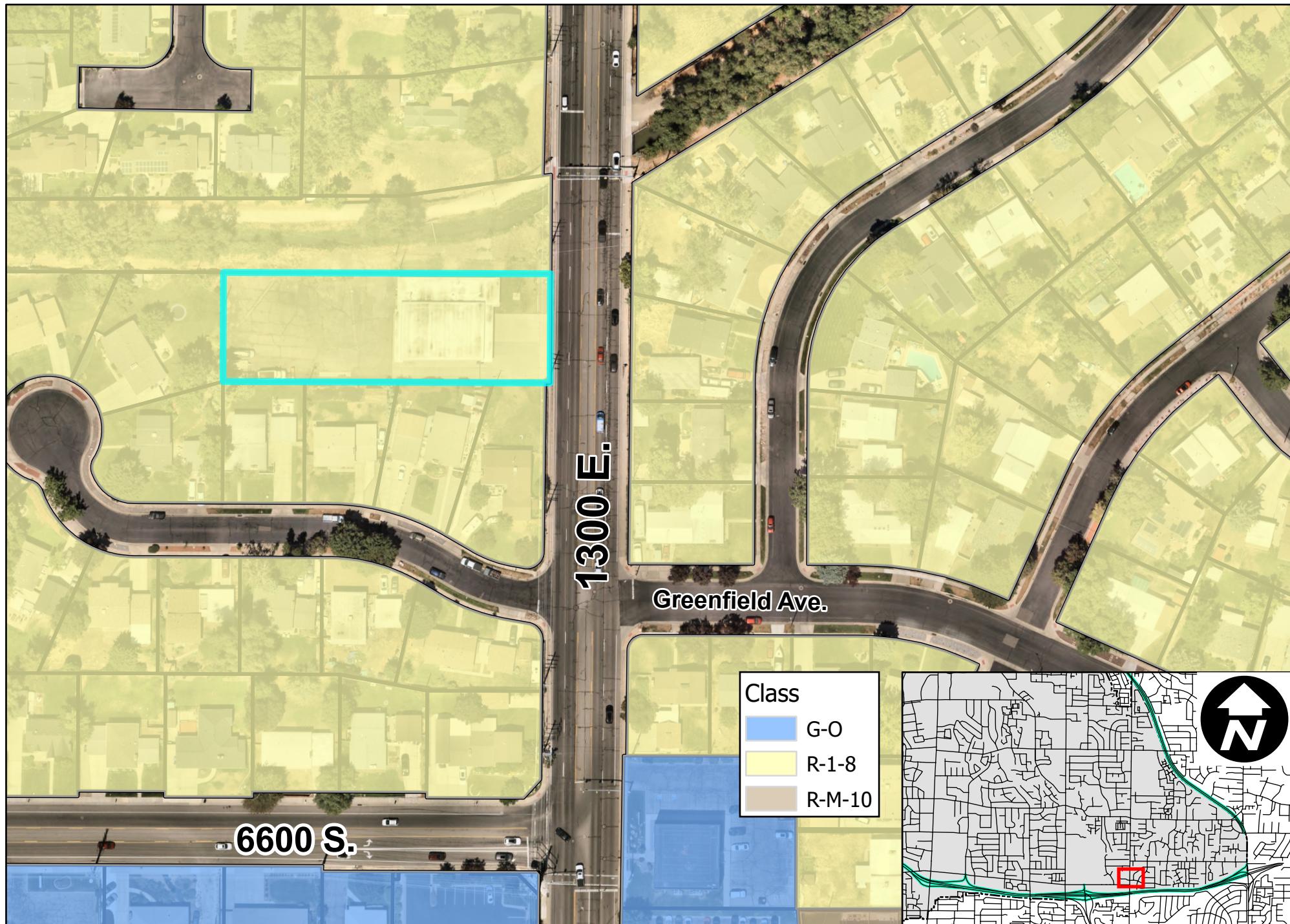


Murray City GIS, County of Salt Lake, Bureau of Land Management, Utah
AGRC, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, Esri, HERE, iPC,

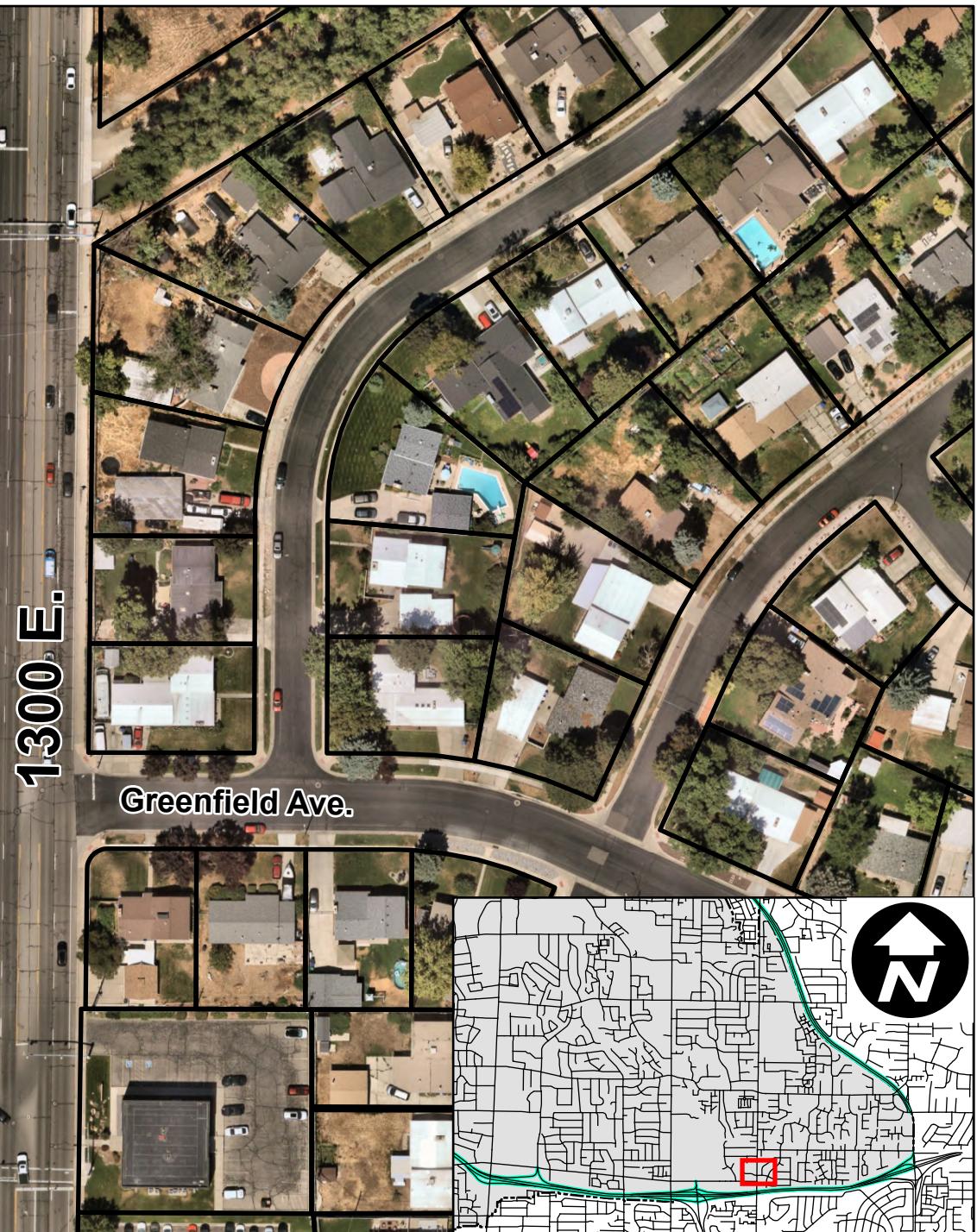
This map was created by the office of the Salt Lake County Assessor, in

The information depicted here is to be taken as an approximate fit in regards to the spatial position of the layers presented. This map is not intended to represent an actual field Survey of, nor establish the actual relation between, any of the layers depicted here.

6500 South 1300 East



6500 South 1300 East





14080445 B: 11405 P: 4911 Total Pages: 2
03/09/2023 02:24 PM By: ctafoya Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: REAL ADVANTAGE TITLE INSURANCE AGENCY, LLC
1792 BONANZA DR STE C100 PARK CITY, UT 840607526

After Recording Return To:
Mail Tax Notices To:
Post Investments LLC
4580 Silver Springs Drive
300
Park City, UT 84098

File Number: 23-15630-JWL
Parcel ID: 22-20-278-004

Warranty Deed

Know All Men By These Presents that I, **McKenzie Enterprises, LLC**, a Utah Limited Liability Company, (henceforth referred to as "Grantor") of Salt Lake City, UT, for the sum of Ten Dollars (\$10.00) and Other Good and Valuable Consideration paid, grant to **Post Investments LLC**, a Utah Limited Liability Company, (henceforth referred to as "Grantee") of 4580 Silver Springs Drive, 300, Park City, UT 84098, with **WARRANTY COVENANTS**:

Property 1:

COMMENCING at a point of the West Right-of-Way line of 1300 East Street; point being East 2177.36 feet along the Quarter Section line, and North 0°41'15" East 497.30 feet from the Southwest corner of the Northeast Quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence West a distance of 300.00 feet; thence North 0°41'15" East 100.00 feet; to the South right-of way line of the Salt Lake City and Jordan Canal; thence East along said South line 244 feet; thence continuing East 56 feet to the West right of way line of said 1300 East Street; thence South 0°41'15" East 100.0 feet to the place of BEGINNING.

Tax Parcel #: 22-20-278-004

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

(This Space Intentionally Left Blank)

In Witness Whereof, I, the said, **Grantor**, hereunto set by hands and seals this 9 day of March, 2023.

McKenzie Enterprises, LLC, a Utah Limited Liability Company

By: Angela R. McKenzie
Angela R. McKenzie, Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this 9 day of March, 2023, personally appeared Angela R. McKenzie, Manager of McKenzie Enterprises, LLC, whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he/she is Manager of McKenzie Enterprises, LLC and said document was signed by him/her on behalf of said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said Manager acknowledged to me said Limited Liability Company executed the same.

Witness my hand and official seal.

Steffanie Ferguson
Notary Public





MURRAY CITY COUNCIL

March 18, 2025



Future Land Use Map Amendment and Zoning Map Amendment

Amendment to the Future Land Use Map and
Zoning Map located at 6500 South 1300 East

Applicant is Post Investments





Site Information:

0.69 Acres

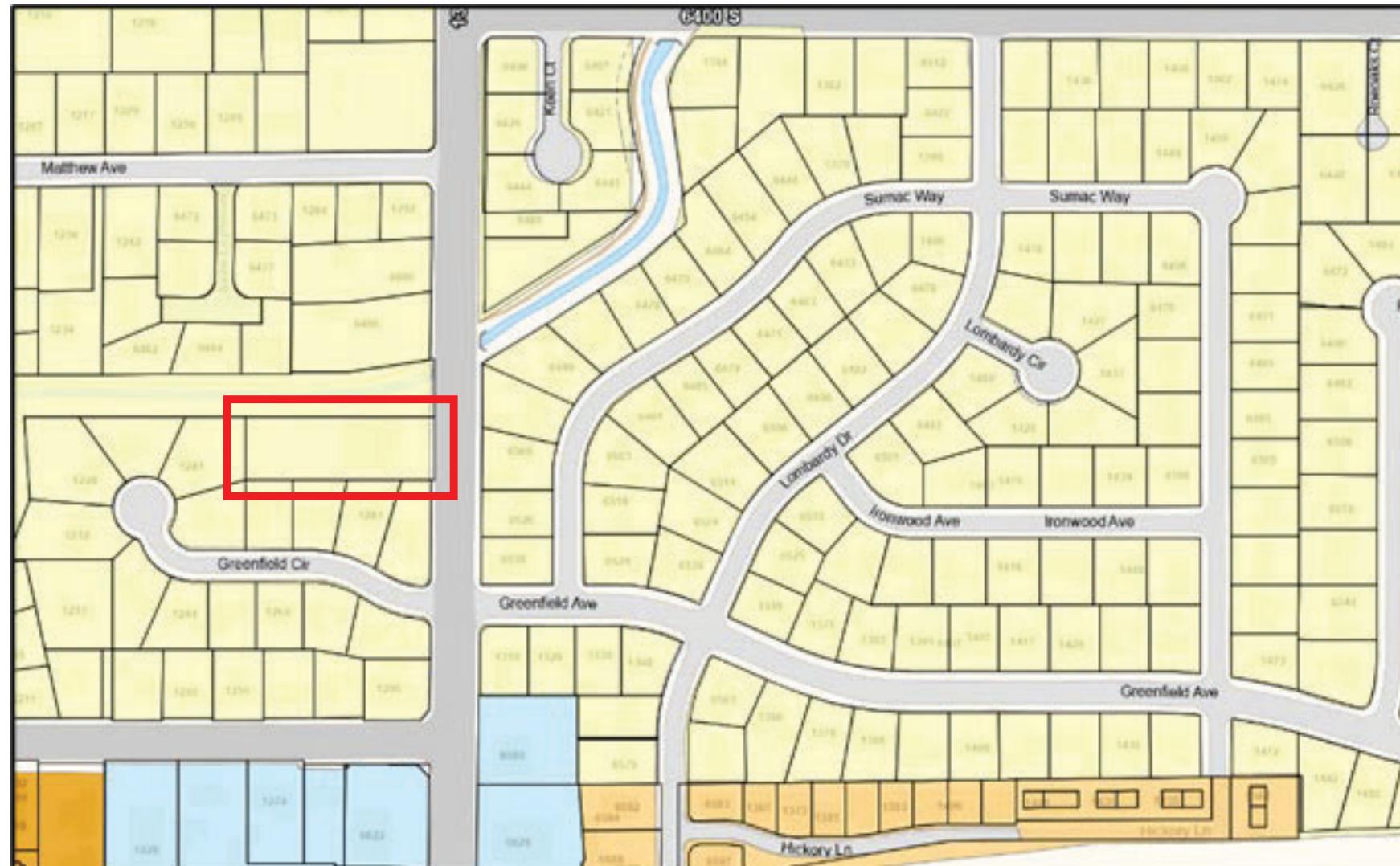
Zone Map
Amendment



Site Information:

0.69 Acres

Zone Map
Amendment



Site Information:
0.69 Acres

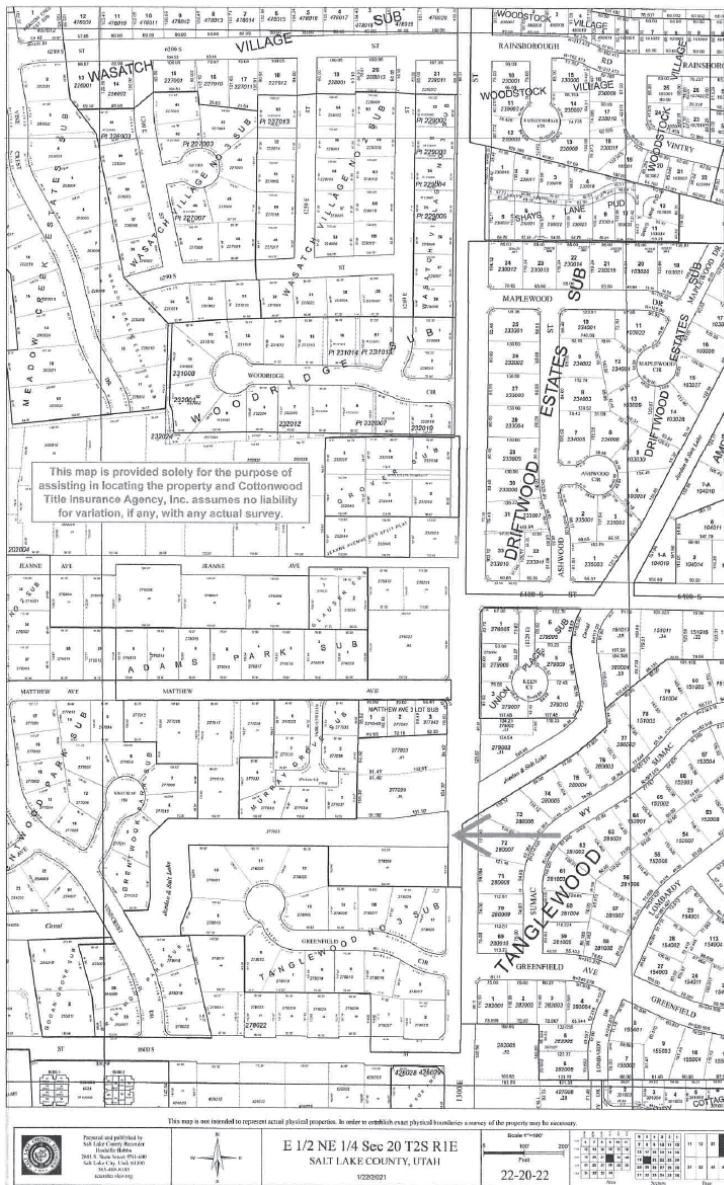
Future Land Use Map

Zone Map Amendment

Future Land Use Categories

A vertical legend consisting of twelve color-coded squares, each paired with a text label describing a land use category. The categories are: City Center (pink), Low Density Residential (light yellow), Medium Density Residential (light orange), High Density Residential (orange), Mixed Use (purple), Neighborhood Commercial (dark purple), General Commercial (red), Residential Business (pink), Professional Office (dark blue), Office (light blue), Business Park Industrial (blue), Industrial (gray), and Parks and Open Space (green).

Land Use Category	Color
City Center	Pink
Low Density Residential	Light Yellow
Medium Density Residential	Light Orange
High Density Residential	Orange
Mixed Use	Purple
Neighborhood Commercial	Dark Purple
General Commercial	Red
Residential Business	Pink
Professional Office	Dark Blue
Office	Light Blue
Business Park Industrial	Blue
Industrial	Gray
Parks and Open Space	Green



LOW DENSITY RESIDENTIAL

This designation is intended for residential uses in established/planned neighborhoods, as well as low density residential on former agricultural lands. The designation is Murray's most common pattern of single-dwelling development. It is intended for areas where urban public services, generally including complete local street networks and access to frequent transit, are available or planned. Areas within this designation generally have few or very minor development constraints (such as infrastructure or sensitive lands). Primary lands/use types include single-dwelling (detached or attached) residential.

Density range is between 1 and 8 DU/AC.

Corresponding zone(s):

- A-1, Agricultural
- R-1-12, Low density single family
- R-1-10, Low density single family
- R-1-8, Low density single family
- R-1-6, Low/Medium density single family
- R-2-10, Low density two family



RESIDENTIAL BUSINESS

This designation allows for mixed-use, attached dwellings, or commercial development within primarily residential neighborhoods that is small in scale, has little impact, and provides services for the nearby residential and/or recreational areas (e.g. Jordan River Parkway node at Winchester; adjacent to Wheeler Farm). Development will be similar in scale to nearby residential development to promote compatibility with the surrounding area. This designation is intended for areas where urban public services are available or planned. Areas within this designation are generally small nodes or individual buildings along corridors rather than large centers or complexes. Non-residential or multi-dwelling development will follow a similar development pattern of front setback/yard/landscaping as the surrounding residential context.

Corresponding zone(s):

- RNB, Residential Neighborhood Business





Zoning Standards

	R-1-8 (existing)	R-N-B
Height	35'	20' (30' with CUP)
Front yard setback	25'	20'
Rear Yard setback	25'	20'
Side Yard setbacks	8' minimum, total of 20'	8'
Corner Yard setback	20'	20'
Parking Required	2 spaces per dwelling	Based on Use



THANK YOU!





MURRAY
CITY COUNCIL

Public Hearing #2



MURRAY

Public Works

Presentation of the 2024 MWPP Report

Council Action Request

Council Meeting

Meeting Date: April 1, 2025

Department Director Russ Kakala	Purpose of Proposal Presentation of Murray City's 2024 Municipal Wastewater Planning Program Report (MWPP)
Phone # 801-270-2404	Action Requested Review, comment, approve and adopt the 2024 MWPP report being submitted to the State of Utah Division of Water Quality.
Presenters Ben Ford	Attachments MWPP report, Resolution, Public Hearing Notice.
Required Time for Presentation 15 Minutes	Budget Impact No budget impact with the report.
Is This Time Sensitive Yes	Description of this Item Attached is our calendar year 2024, MWPP report. This report is a requirement of our wastewater collections system operating permit and a condition of receiving any State of Utah financial assistance loans such as the loans we are participating in with the Central Valley Water Reclamation Facility. This report provides general and specific information about the following: <ul style="list-style-type: none">* The overall condition of our collection system.* Average yearly user charges.* Financial health of the Wastewater fund.* If we are in compliance with our written Management plan.* If we have completed a Capacity Assurance Plan with hydraulic modeling of our collection system.
Mayor's Approval	
Date March 4, 2025	

Murray City Corporation

NOTICE IS HEREBY GIVEN that on the 1st day of April 2025, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will consider and intends to approve by resolution the 2024 Municipal Wastewater Planning Program Report. A copy of the 2024 Municipal Wastewater Planning Program Report will be available for public inspection at the Murray City Public Works Department offices located at 4646 South 500 West, Murray, Utah 84123, and the Murray City Library located at 166 East 5300 South, Murray, Utah 84107.

The purpose of this hearing is to receive public comment concerning the proposed approval of the 2024 Municipal Wastewater Planning Program Report as described above.

DATED this 4th day of March 2025.



MURRAY CITY CORPORATION

A handwritten signature in black ink.

Brooke Smith
City Recorder

DATE OF PUBLICATION: March 21, 2025
PH25-18

Posted to the City's website
Posted to the Utah Public Notice Website
Posted at City Hall (Public location reasonably likely to be seen by residents)

RESOLUTION NO. 25-_____

A RESOLUTION APPROVING THE 2024 MUNICIPAL WASTEWATER
PLANNING PROGRAM REPORT

WHEREAS, Murray City has prepared its 2024 Municipal Wastewater Planning Program ("MWPP") Report; and

WHEREAS, a copy of the MWPP report is available for public inspection at the Murray City Public Works Department, 4646 South 500 West, Murray, Utah; and

WHEREAS, pursuant to proper notice, the Murray City Municipal Council ("Council") on April 1, 2025, held a public hearing to receive public comment on the MWPP; and

WHEREAS, the Council has reviewed the MWPP and after considering the public input, the Council is prepared to approve and adopt the MWPP.

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

It hereby adopts the Murray City 2024 Municipal Wastewater Planning Program Report, a copy of which is attached.

The City has taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit.

The Murray City 2024 Municipal Wastewater Planning Program Report shall be available for public inspection at the office of the Department of Public Services, 4646 South 500 West, Murray Utah.

DATED this 1st day of April, 2025

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

ATTACHMENT

Murray City 2024 Municipal Wastewater Planning Program Report

From: [Google Forms](#)
To: [Ben Ford](#)
Subject: [EXTERNAL]Full MWPP Survey - 2025
Date: Monday, March 3, 2025 2:21:35 PM



Thanks for filling out [Full MWPP Survey - 2025](#)

Here's what was received.

Full MWPP Survey - 2025

Municipal Wastewater Planning Program survey for the year 2024.

Email *

BFORD@MURRAY.UTAH.GOV

Section I: General Information

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page

What is the name of the Facility? *

Murray City Public Services

What is the Name of the person responsible for this organization?

*

Benjamin Ford

What is the Title of the person responsible for this organization? *

Wastewater Superintendent

What is the Email Address for the person responsible for this organization? *

bford@murray.utah.gov

What is the Phone number for the person responsible for this organization? *

8012702474

Please identify the Facility Location? *

Please provide either Longitude and Latitude, address, or a written description of the location (with area or point).

4646 South 500 West Murray UT 84123

Are you a federal facility?

A federal facility is a military base, a national park, or a facility associated with a federal government organization (e.g., BLM, Forest Service, etc.)

Yes

No

Financial Evaluation Section

As you begin this survey you must keep in mind which part of the wastewater system that you represent, unless you represent it all (e.g., collections, treatment, or both). If you only represent the collection system please respond to each question thinking only of collection system data as you proceed through this survey. The same goes for treatment and both. If you get a question that does not apply to the part of the system which you represent then leave it unanswered. However, please try to answer as many questions as you possibly can.

This section is completed by:

Benjamin Ford

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

- Yes
- No

Are you collecting 95% or more of your anticipated sewer revenue?

- Yes
- No

Are Debt Service Reserve Fund requirements being met?

- Yes
- No

Where are sewer revenues maintained?



- General Fund
- Combined Utilities Fund
- Other

What was the average MONTHLY User Charge for 2024?

55.58

Do you have a water and/or sewer customer assistance program (CAP)?

- Yes
- No

Are property taxes or other assessments applied to the sewer systems?

- Yes
- No

What is the yearly amount of revenue that you receive from these taxes?

NA

Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time?

- Yes
- No

Are projected sewer revenues sufficient to cover operation & maintenance, and repair and replacement costs for the next five years?

Yes

No

Does the sewer system have sufficient staff to provide proper operation & maintenance, and repair and replacement?

Yes

No

Has a repair and replacement sinking fund been established for the sewer system?

Yes

No

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

Yes

No

Are sewer revenues sufficient to cover all costs of current capital improvements projects?

Yes

No

Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the next five years?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the next ten years?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

Yes

No

Have you completed a rate study within the last five years?

Yes

No

Do you charge Impact fees?

Yes

No

If you charged Impact Fees, how much were they? =

If not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year.

1202.00

Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years?

Yes

No

Do you maintain a Plan of Operations?

Yes

No

Have you updated your Capital Facility Plan within the last five years?

Yes

No

In what year was the Capital Facility Plan last updated?

2023

Do you use an Asset Management system for your sewer systems?

Yes

No

Do you know the total replacement cost of your total sewer system capital assets?

Yes

No

Replacement Cost =

7,144,000

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

Yes

No

What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

2.25

Describe the Asset Management System. Check all that apply:

- Spreadsheet
- GPS
- Accounting Software
- Specialized Software

What is the 2024 Capital Assets Cumulative Depreciation for your facility?

\$701,400

What is the 2024 Capital Assets Book Value?

Book Value = (total cost) - (accumulated depreciation)

\$6,402,600

Cost of projected capital improvements - Please enter a valid numerical value
- 2024?

\$4,236,000

Cost of projected capital improvements - Please enter a valid numerical value
- 2025 through 2029?

\$8,100,000

Cost of projected capital improvements - Please enter a valid numerical value
- 2030 through 2034?

\$5,600,000

Cost of projected capital improvements - Please enter a valid numerical value
- 2035 through 2039?

\$6,000,000

Cost of projected capital improvements - Please enter a valid numerical value
- 2040 through 2044?

\$8,000,000

Purpose of Capital Improvements - 2024? Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2025 through 2029? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2030 through 2034 Check all that apply.?

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2035 through 2039? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements from 2040 through 2044? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.



True

False

Do you have a collection system? *

Yes

No

Collection System

Including piping and lift stations.

This form is completed by [name]?

The person completing this form may receive Continuing Education Units (CEUs).

Benjamin Ford

Part I: SYSTEM DESCRIPTION

Please answer the following questions regarding SYSTEM DESCRIPTION.

What is the largest diameter pipe in the collection system?

Please enter the diameter in inches.

42"

What is the average depth of the collection system?

Please enter the depth in feet.

8 Feet

What is the total length of sewer pipe in the collection system?

Please enter the length in miles.

136 miles

How many lift/pump stations are there in the collection system?

3

What is the largest capacity lift/pump station in the collection system?

Please enter the design capacity in gpm.

650 GPM Fairbourne Lift Station

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

Yes

No

What year was your collection system first constructed?

This can be an approximate guess if you really are not sure.

1917

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed?

If more than one, cite the oldest.

1972

Part II: DISCHARGES

Please answer the following questions regarding DISCHARGES.

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure, except plugged laterals?

0

Sanitary Sewer Overflow (SSO)

Class 1 - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the State.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

How many Class 1 SSOs were there in Calendar year 2024?

0

How many Class 2 SSOs were there in Calendar year 2024?

1 Basement backup

Please indicate what caused the SSO(s) in the previous 2 questions.

large rock/brick was found in the main that contributed to the backup in the sewer main.

Please specify whether the SSOs were caused by contract or tributary community, etc.

NA

Part III: NEW DEVELOPMENT

Please answer the following questions regarding NEW DEVELOPMENT.

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

Yes

No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

Yes

No

What is the number of new commercial/industrial connections in 2024?

2

What is the number of new residential sewer connections added in 2024?

140

How many equivalent residential connections are served?

9602

Part IV: OPERATOR CERTIFICATION

Please answer the following questions regarding OPERATOR CERTIFICATION.

How many collection system operators do you employ?

9

What is the approximate population served?

37,000

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately

certified at least at the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Benjamin Ford Grade IV bford@murray.utah.gov

Please list all other wastewater treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Jayson Perkins Grade IV, Gary Gustafson Grade IV

Please list all other wastewater treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Brandon Richards Grade IV, Mike Blair Grade IV, Lawrence Roybal Grade IV, TJ Darger Grade IV, Landon Hoggan Grade I, Brandon Boer Grade I

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

Part V: FACILITY MAINTENANCE

Please answer the following questions regarding FACILITY MAINTENANCE.

Have you implemented a preventative maintenance program for your

collection system?

Yes

No

Have you updated the collection system operations and maintenance manual within the past 5 years?

Yes

No

Do you have a written emergency response plan for sewer systems?

Yes

No

Do you have a written safety plan for sewer systems?

Yes

No

Is the entire collections system TV inspected at least every 5 years?

Yes

No

Is at least 85% of the collections system mapped in GIS?

Yes

No

Part VI: SSMP EVALUATION

Please answer the following questions regarding SSMP EVALUATION.

Have you completed a Sewer System Management Plan (SSMP)?

Yes

No

Has the SSMP been adopted by the permittees governing body at a public meeting?

Yes

No

Has the completed SSMP been public noticed?

Yes

No

USMP Public Notice Date

Date of public notice?

MM DD YYYY

04 / 03 / 2015

Continue 1

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

Yes

No

What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)?

NONE

During 2024, was any part of the SSMP audited as part of the five year audit?

Yes

No

If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

Standard Operating Procedures Updated

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan?

Yes

No

Does the collection system have more than 2,000 connections?

Yes
 No

Has a fats, oil, and grease (FOG) or fats, oil, sand, and grease program been developed by the collection system?

Yes
 No

Part VII: NARRATIVE EVALUATION

Please answer the following questions regarding NARRATIVE EVALUATION.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Murray City's collection system is in good operational condition. Existing trouble spot areas are defined and maintained on as needed basis. Lines that have been identified for rehabilitation are on a scheduled list according to need. All 3 lift stations in the system are in good operational condition.

What sewerage system capital improvements does the utility need to implement in the next 10 years?

Upsizing 10" line to 15" to prepare for future redevelopment. Diversion of flow away from Fairbourne lift station by installing 2700 feet to prepare for future redevelopment. Identified collection lines and manholes will be rehabilitated by lining.

What sewerage system problems, other than plugging, have you had over the last year?

root intrusion

Is your utility currently preparing or updating its capital facilities plan?

Yes

No

Does the municipality/district pay for the continuing education expenses of operators?

100%

Partially

Does not pay

Is there a written policy regarding continued education and training for wastewater operators?

Yes

No

Do you have any additional comments?

NA

To the best of my knowledge, the Collections System section is completed and accurate

True

False

Wastewater Treatment Options

You have either just completed or just bypassed questions about a Collection System. If this section was bypassed by mistake, in the next question you will have the option to return to the questions on a Collection System. If you are good with the progress up to now, next you will determine what kind of Wastewater Treatment you have, or you can choose NO Wastewater Treatment.

What kind of wastewater treatment do you have in your wastewater treatment system?

- Mechanical Plant
- Discharging Lagoon
- Non-Discharging Lagoon
- No Treatment of Wastewater
- Collections (go back to Collections)

Adopt & Sign

I have reviewed this report and to the best of my knowledge the information provided in this report is correct. *

- True
- False

Has this been adopted by the Council? *

- yes
- No

Not Adopted by Council

What date will it be presented to the Council? *

MM DD YYYY

04 / 01 / 2025

End of Survey

This is the end of the survey. Please make sure you have submitted your responses for each section. Thank you for your participation.

Also, if you want a copy of your response to this survey you must click the button immediately below and you must do it before you submit the survey.

[Create your own Google Form](#)

Does this form look suspicious? [Report](#)



MURRAY
CITY COUNCIL

Business Items



MURRAY
CITY COUNCIL

Business Item #1



MURRAY

Council Action Request

**Parks and Recreation,
Cemetery
Cemetery Fees**

Council Meeting

Meeting Date: April 1, 2025

Department Director Sorensen Kim	Purpose of Proposal Discuss and amend cemetery fees
Phone # 801-264-2619	Action Requested Discuss and consider increasing cemetery fees
Presenters Bruce Holyoak	Attachments proposed ordinance
	Budget Impact Revenue from cemetery fees will increase.
	Description of this Item Consider increasing cemetery fees.
Required Time for Presentation 15 Minutes	
Is This Time Sensitive No	
Mayor's Approval 	
Date March 4, 2025	

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 13.40.050(D) OF THE MURRAY CITY MUNICIPAL CODE CHANGING FEES IN THE MURRAY CITY CEMETERY.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this Ordinance is to amend Section 13.40.050(D) of the Murray City Municipal Code changing fees in the Murray City Cemetery.

Section 2. Amendment of Section 13.40.050(D) of the Murray City Municipal Code changing fees in the Murray City Cemetery. Section 13.40.050(D) of the Murray City Municipal Code shall be amended to read as follows:

13.40.050: PURCHASE OF LOTS AND FEES IN CITY CEMETERY:

D. The rate schedule for the City Cemetery lots and perpetual care is as follows:

	Resident Fee	Nonresident Fee	Resident Perpetual Care Fee
Disinterment:			
Standard and monument	\$2,000.00	\$2,000.00	n/a
Re-burial to Double depth	\$3,500.00	\$3,500.00	n/a
Infant and cremains lot	\$300.00	\$400.00	n/a
Lot:			
Standard	n/a	n/a	\$900.00
Monument	n/a	n/a	\$1,200.00
Infant and cremains	\$400.00	\$600.00	\$200.00
Marker inspection fee	\$50.00	\$50.00	n/a

Niche:

Lettering for niche	\$ <u>250200</u> .00	\$ <u>250200</u> .00	n/a
Opening and Closing	\$100.00	\$ <u>150100</u> .00	
Niche for cremains	n/a	n/a	Resident Fee = <u>\$1,000.00800</u> .00 Non-Resident Fee = <u>\$1,100.00900</u>

Opening and closing:

Standard and monument	\$ <u>700500</u> .00	\$ <u>900750</u> .00	n/a
Double depth	\$ <u>950750</u> .00 for the first and \$500.00 for the second	\$ <u>1,2001,000</u> .00 for the first and \$750.00 for the second	n/a
Infant and cremains lot	\$ <u>400200</u> .00	\$ <u>500300</u> .00	n/a
After 3:00 P.M.	\$ <u>300100</u> .00/hour	\$ <u>300100</u> .00/hour	n/a
Weekend and holidays	\$ <u>150100</u> .00/hour with 3 hour minimum	\$ <u>150100</u> .00/hour with 3 hour minimum	n/a
Title transfer or duplicate title fee	\$40.00	\$50.00	n/a

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 _____, 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith City Recorder

Transmitted to the Office of the Mayor of Murray City on this _____ day of
_____ 2025.

MAYOR'S ACTION: Approved

DATED this _____ day of _____, 2025.

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 _____, 2025.

Brooke Smith, City Recorder

CEMETERY PRICE COMPARISON

2024	MURRAY		Salt Lake	West Jordan	Bountiful	Provo	Sandy
	Current	Proposed					
Standard Grave	900	900	2254	1100	751	1300	1300
Monument Grave	1200	1200	2254			1800	
Res Infant/Cremains	200	400	1127		300	550	650
Non Res Infant / CR	400	600				550	930
Niche Resident	800	1000			550/850	700/900	1070
Niche Non Resident	900	1100			700/1000	700/900	1340
GRAVE OPENINGS							
Res Standard	500	700	1063	600	700	700	885
Res Double Depth	700	950	1022		950		
Non Res Standard	750	900	1520	900	1800	700	1500
Non Res D Depth	1000	1200	1684		1900		
Res Infant/Cremains	200	400	630/530	300/275	300/200	350	440
Non Res Infant/CR	300	500	1036/744	1050/675	300	350	750/745
Niche Res/Non	100	100/150				150	328/600
DISINTERMENT							
From Cemetery	1300	2000	3500	1200	1000	1500	2300
Reburial to DD	2000	3800	4600			2200	
Infant/Cremains	300	400	1500	700	400	900/450	
Niche Engraving	200	250					
Overtime Sat	300	450	425	375	500	450	440
Weekdays after 3PM	100/hr	300/hr	396	300	300/hr	400/hr	440



MURRAY
CITY COUNCIL

Business Item #2



MURRAY

Mayor's Office

Metro Fire Agency Interlocal Agreement Amendment

Council Action Request

Council Meeting

Meeting Date: April 1, 2025

Department Director Mayor Brett Hales	Purpose of Proposal Consider a Resolution approving amendments to an Interlocal Cooperation Agreement with the Metro Fire Agency
Phone # 801-264-2600	Action Requested Actionable
Presenters Doug Hill	Attachments Resolution, Interlocal Agreement
Required Time for Presentation 5 Minutes	Budget Impact None
Is This Time Sensitive No	Description of this Item Amend the Interlocal Agreement with the Metro Fire Agency as follows: <ol style="list-style-type: none">1. Remove the requirement for the Operations Advisory Committee to follow the requirement of the Open and Public Meeting laws. The Committee is not a public body.2. Remove the requirement for the Agency to prepare an annual budget. The Agency does not collect revenue or have expenses. These changes were unanimously approved by the Metro Fire Agency Board of Trustees.
Mayor's Approval 	
Date February 24, 2025	

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO AN INTERLOCAL COOPERATION AGREEMENT AMONG MURRAY CITY ("CITY"), BLUFFDALE CITY, DRAPER CITY, SANDY CITY, SOUTH JORDAN CITY, SOUTH SALT LAKE CITY, WEST JORDAN CITY, AND WEST VALLEY CITY RELATING TO THE OPERATIONS OF THE METRO FIRE AGENCY.

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, Bluffdale City, Draper City, Sandy City, South Jordan City, South Salt Lake City, West Jordan City, and West Valley City are "public agencies" as contemplated in Utah Code Ann. § 11-13-101, *et seq.* – Interlocal Cooperation Act; and

WHEREAS, the parties formed the Metro Fire Agency to assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of the Metro Fire Agency has allowed for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the parties and the citizens of their cities; and

WHEREAS, the parties desire to clarify and amend the interlocal agreement to acknowledge that the Operations Committee is not a public body subject to the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, or subject to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated; and

WHEREAS, with regard to financial matters, the Agency will continue to be conducted in accordance with applicable Utah State laws and generally acceptable accounting principles, but the Agency does not have a budget and there is, therefore, no need to prepare an annual budget; and

WHEREAS, the Metro Fire Agency Interlocal Agreement as amended has been presented to the City Council for review and approval, a copy of which is attached hereto.

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

1. It hereby approves and adopts the following amendments to the Interlocal Cooperation Agreement:

- a. Delete Section 8(f) in its entirety; and
- b. Following the first sentence of Section 11(a), delete the remainder of Section 11(a) to read:
 11. Financial Matters.
 - a. Budget Adoption. All financial matters of the Agency shall be conducted in accordance with applicable Utah State laws and generally acceptable accounting principles.

2. The amendments to the Interlocal Agreement are in the best interest of the City.
3. Mayor Brett A. Hales is hereby authorized to execute and cause delivery of the Interlocal Agreement, as amended.

DATED this ____ day of _____, 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

Metro Fire Agency Interlocal Agreement

This Interlocal Agreement (the "Agreement") is entered into by and among Bluffdale City, a municipal corporation of the State of Utah; Draper City, a municipal corporation of the State of Utah; Murray City, a municipal corporation of the State of Utah; Sandy City, a municipal corporation of the State of Utah; City of South Jordan, a municipal corporation of the State of Utah; South Salt Lake City, a municipal corporation of the State of Utah; West Jordan City, a municipal corporation of the State of Utah; and West Valley City, a municipal corporation of the State of Utah, which may hereinafter be collectively referred to as "parties" or individually as a "party."

Whereas, the parties have determined that a separate interlocal entity known as the Metro Fire Agency (the "Agency") will assist in furthering the protection of the citizens of their respective cities and neighboring communities; and

Whereas, Agency will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the parties and the citizens of their cities and neighboring communities; and

Whereas, the parties' currently have mutual aid and automatic agreements and systems in place to assist with the provision of fire service to citizens and such agreements have demonstrated the parties' ability to work together in an effective and efficient manner; and

Whereas, the parties desire to broaden the scope of their cooperation to other beneficial areas of their operations including the formation, sponsorship and operation of task forces, as needed and permitted by law, to complement the services otherwise provided under this Agreement; and

Whereas, each of the parties have participated in the discussion and negotiation of this Agreement;

Now therefore, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to promote the health, safety, and welfare of the collective citizens of the parties, to provide improved fire protection for the participating municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities.
 - a. The parties declare that there is a community-wide need to provide for an interlocal fire agency and declare that this compelling need requires a state-of-the-art "all hazards" emergency response system. Such a system requires the creation of a Metro Fire Agency under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (Interlocal Act). This Agency will allow all participating municipalities to combine and share their collective capabilities and resources for themselves and their neighbors.
 - b. This Agency will further allow the parties, as well as non-participating public agencies

to this Agreement outside the geographical limits of the Agency, to form, sponsor and continue task forces as needed, including a specially trained urban search and rescue team known as Task Force 5, all of which are intended to complement the services otherwise provided under this Agreement.

- c. The Agency and its associated task force(s) may operate anywhere within or without the boundaries of the State of Utah, subject to governing state or federal laws, rules, regulations or compacts, in furtherance of the purposes outlined in this Agreement.

It is the purpose of this Agreement to provide for the accomplishment of these purposes in a manner provided herein.

2. Authority.

- a. The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges, and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.
- b. This agreement supersedes all prior interlocal agreements concerning the Agency.
- c. This Agreement ratifies all actions taken by the parties to this Agreement since 2016 in conformity with and pursuant to the express, implied, or apparent authority of the Agency not to include illegal or intentionally wrongful conduct.

3. Consideration. The consideration of this agreement consists of the mutual benefits and exchange of promises provided herein.

4. Effective Date. This Agreement shall become effective when all the parties have signed it. The date the Agreement is signed by the last party to sign it (as indicated by the date stated opposite that party's signature) will be deemed the Effective Date of this Agreement. As soon as practical after the last party has signed, the host agency shall advise the parties in writing of the Effective Date.

5. Term. The term of this Agreement shall commence on the Effective Date and shall terminate fifty (50) years from the Effective Date unless dissolved earlier pursuant to paragraph 16.

6. Name. The name of the legal entity is the Metro Fire Agency (the "Agency").

7. Governance. The Agency shall be governed by a Board of Trustees ("Trustees") which shall

have sole authority to conduct the business of the Agency.

- a. Trustee membership shall consist of each party's chief executive officer or designee. At the discretion of a party's chief executive officer each party may designate an alternate trustee.
- b. Trustees are responsible for all decisions related to the organizational, operational, and financial conduct of the Agency. Trustees will have responsibility for overseeing reciprocity within the Agency.
- c. Trustee decisions shall be based on a majority vote of its members. Each member city shall have one vote.
- d. If a Trustee representing a party does not agree with a majority decision made by the Trustees, that Trustee may (through written notice provided pursuant to paragraph 25) abstain from participating in the specific issue being addressed and that party will not be bound by that decision. Any written notice of abstention shall be provided within thirty (30) days of the Trustees voting to take the action.
- e. Trustee officers shall consist of a chair, vice-chair and secretary, and shall be elected by the Trustees among its members and shall serve for such terms and perform such duties as provided in the bylaws
- f. The chair shall be the presiding officer of the Trustees, and the vice-chair shall serve at the request of the chair or in the absence of the chair. The secretary shall keep minutes of the Trustees' meetings and shall attest to the signature of the chair as needed. Trustees may also appoint additional officers and representatives, and may assign duties to existing officers, as it deems necessary for the administration of the Agency.
- g. Trustees shall have regular meetings as needed or as provided in any bylaws and may have electronic meetings subject to the requirements of state law and any bylaws. Meetings will be held at a location to be determined by the Trustees.
- h. The chair shall give reasonable notice to all Trustees of the time and place of each meeting.
- i. Trustees may establish from time to time standing or ad-hoc committees as shall be deemed appropriate or necessary to carry out the business of the Agency.
- j. There shall be one host agency for administrative purposes. Such administrative purposes include, but are not limited to, assisting the elected chair of the Board of Trustees, hosting Agency meetings, providing public notice of Agency meetings, preparing and maintaining Agency documentation and records, and administering record requests pursuant to the Utah Governmental Records Access and Management Act. The host agency shall be the City employing the elected chair of the Board of Trustees unless otherwise designated by the

Trustees.

- k. Trustees is a public body and its members shall in all respects follow the requirements of the Open and Public Meetings laws, Title 52, Chapter 4, Utah Code Annotated, the Government Records Management Act, Title 63G, Chapter 2, Utah Code Annotated, all other applicable laws.
 - l. Trustees shall have the power to adopt, amend, and repeal rules, bylaws, policies and procedures to regulate the affairs and conduct the business of the Agency.
 8. Operations Advisory Committee. In addition to any standing or ad-hoc committee that the Trustees may deem appropriate or necessary to carry out the business of the Agency, an Operations Advisory Committee ("Operations") shall be established under the direction and supervision of the Trustees.

 - a. Operations membership shall be composed of a designee from each party.
 - b. Operations shall provide advice and recommendations to the Trustees for planning, budget preparation, system coordination, policies, procedures, and standards utilized by the Agency, and may be given other responsibilities and authority as approved by the Trustees.
 - c. Operations decisions shall be based on a majority vote of its members. Each member city shall have one vote.
 - d. Operations officers shall consist of a chair and vice chair, who shall be elected by Operations from among its members and shall serve for such term and perform such duties as shall be provided in the bylaws. Operations may also appoint additional officers and representatives as it deems necessary for the administration of its duties
 - e. Operations shall meet as provided in the bylaws or as determined by the Operations membership.
 - f. ~~Operations is a public body and its members shall in all respects follow the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, and Government Records Access Management Act, Title 63G, Chapter 2, Utah Code Annotated, and all other applicable laws.~~
 9. Party Control. Each party shall continue to control, own, and maintain its individual fire facilities, apparatus, and equipment at its sole expense. Although Agency-wide purchasing processes and Agency-wide contracts may be used, each party shall continue to maintain its separate purchasing processes. In addition, purchasing alliances may be formed among some or all of the parties for submitting bids to vendors. Each party shall continue to handle its own human resource functions to include payroll or benefits, personnel and staffing decisions, and employee compensation with respect to

its own employees.

- a. The Agency, in making decisions that impact the organizational and functionality of local fire departments representing each party, acknowledge the right of each party to choose whether or not to participate in recommendations that are made and accepted by the Trustees.
- b. The Agency may contract with any person or entity for the provision of services and materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services

10. Agency Services.

- a. The Agency, as determined by the Trustees, may provide to each party emergency and non-emergency services which the Agency has the capability of providing, to include, but not limited to, firefighting, emergency medical response, hazardous materials response, bomb response, search and rescue, technical rescue, fire and safety prevention, environmental protection, and public education.
- b. It is acknowledged and agreed that the parties have previously been operating a task force known as Task Force 5. Task Force 5 consists of individuals with special skills, qualifications, training, knowledge and/or experience required for urban search and rescue operations.
 - i. Task Force 5 is hereby officially recognized and is authorized to participate in interstate and intrastate urban search and rescue operations in accordance with the Utah Emergency Management Act, Utah Code Ann. §§ 53-2a-101, et. seq., and other governing state and federal law.
 - ii. The Agency shall serve as the sponsoring agency for Task Force 5. The Agency shall operate Task Force 5 consistent with the purposes of the Agency. Task Force 5 shall be subject to and operate in accordance with this Agreement, Agency bylaws and applicable state and federal laws.
 - iii. Task Force 5 is authorized to recruit from the parties to this Agreement and from non-participating public agencies outside the geographical limits of the Agency. Task Force 5 shall recruit individuals with the requisite skills, qualifications, training, knowledge, and/or experience to participate with Task Force 5. Non-participating public agencies who want to join Task Force 5 shall execute a memorandum of understanding with the Agency that will govern their participation
 - iv. The Board of Trustees shall designate periodically a Task Force 5 Program Manager.

11. Financial Matters.

- a. Budget Adoption. All financial matters of the Agency shall be conducted in accordance with applicable Utah State laws and generally acceptable accounting principles. ~~Trustees shall prepare an annual budget which shall include: (1) a proposed staffing schedule identifying all positions and titles of employees and officers employed and paid by the Agency; (2) a compensation schedule with pay grades for each employee or officer paid by the Agency; (3) a reasonably detailed identification of the source and amount of each anticipated revenue source of the Agency, including each fee or assessment to be made up the parties; (4) an organizational chart of the Agency; and (5) the Agency's mission statement, a brief summary of the immediate last year's accomplishments, and a statement of the budget year's goals and objectives.~~
- b. Fees and assessments. Fees and assessments may be proposed as part of the budgeting process by a 2/3 vote of the trustees in a duly noticed public meeting and thereafter, forwarded in writing to each party's legislative body no later than May 15th, before the party's budget for the following year is adopted. No fee or assessment against a party will be valid or enforceable until that party has made an appropriation of funds to pay such an assessment.
- c. Rules and Procedures for Fees and Assessments. The Trustees, by a 2/3 vote, may adopt rules and procedures to assure the proper collection of approved fees and assessments, consistent with the Agreement.
- d. Party Non-appropriation as Withdrawal. In the event a party fails to appropriate and timely pay to the Agency the fees and assessments adopted by the Trustees and as provided in the Agency's duly adopted rules and procedures, such non-action shall be deemed to be a withdrawal of that party from the Agency, effective as the last day of December of the fiscal year in which the fees and assessments are due, notwithstanding the provisions of Item 15 below.
- e. Independent Audit. The Trustees shall obtain an independent audit of the Agency for each budget year in which the estimated case revenues exceed \$10,000, which sum shall include fees, assessments, taxes, grants, but exclude in-kind or donated services, staffing, or operational support.

12. Support Staff. Support staff can be provided by the parties or on an as required basis at no cost to the Agency. The Trustees may impose fees or assessments upon the parties, pursuant to Item 11 herein, to hire full-time or part-time support staff when the Trustees determine that such action is necessary.
13. Bylaws. Policies, procedures, and other Agency related business, and other operational and organizational issues will be governed through bylaws to be adopted by resolution of the Trustees.
14. Additional Parties. Any municipality which has its own individual fire department may apply for membership in the Agency. Parties may accept the applicant only by unanimous vote of each party's governing body. If accepted, the applicant must agree in

writing to be bound by the terms and conditions of this Agreement.

15. **Withdrawal.** A party may withdraw from the Agency at the beginning of any new fiscal year, defined as July 1, by giving at least ninety (90) days prior written notice of withdrawal to the Trustees and to the other parties as provided in item 25. The notice of withdrawal shall be in writing, signed by the party's mayor or manager, and approved and authorized by resolution of the party's city council. Notwithstanding the foregoing, no party may withdraw from the Agency during the term of any agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless the party abstained from the financing agreement pursuant to paragraph 7(d) or mutually acceptable provisions are made whereby such existing agreement is assumed by another party, and such provisions are approved in writing under such agreement. Unless the withdrawal of a party results in the dissolution of the Agency, any withdrawing Party shall be entitled, subject to equitable for any prior credits given, to receive back any real or personal property (not consumed) provided by such party for use by the Agency under this Agreement, and all leases of such property shall automatically terminate. Agency-funded and Agency-acquired property shall remain with the Agency.
16. **Dissolution.** This Agreement may be terminated and the Agency may be dissolved by a 2/3 vote of the Trustees, provided there is no then existing agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless mutually acceptable provisions are made whereby such existing agreement is assumed by one or more parties, and such provisions are approved in writing under such lease/purchase agreement. Upon dissolution, each party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the parties.
17. **Indemnification.** The Agency and the parties are governmental entities as set forth in the Utah Governmental Immunities Act, Title 630, Chapter 7, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Agency and the parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Agency and the parties do not waive any defenses otherwise available under the Immunity Act, nor does any party or the Agency waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. Moreover, the Agency and each party agrees to indemnify, defend and hold harmless, the other parties from any damage, loss, expense, judgment, or assessment arising in connection with any action or inaction by the Agency or the party, their agents, officials or employees.
18. **Insurance.** Each party shall be solely responsible for providing workers compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement. Each party shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions

of its own personnel rendering services under this Agreement. The Agency shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each party, to provide protection for its operations including, but not limited to, liability insurance, and workers compensation insurance.

19. **Governmental Approval.** This Agreement shall be conditioned upon its approval and execution by the parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the parties.
20. **Laws of Utah.** It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
21. **Severability and Provisions.** If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect; except that if Item 15 or 16 herein are held invalid, this Agreement shall be held invalid and shall be of no further force and effect.
22. **Third Parties.** This Agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a party hereto as provided herein, including but not limited to nonparticipating agencies that are permitted to participate in Task Force 5 and other task forces by a separate memorandum of understanding.
23. **Titles or Captions.** The titles or captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.
24. **Non Assignability.** Neither the Agency nor the parties shall transfer or delegate any of their rights, duties, powers, or obligations under this Agreement without a 2/3 consent of the Trustees.
25. **Notices.** All notices and other communication provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the party may designate, or by fax to the fax number the party may designate, and concurrently sent by first class mail to the party and to the party's legal office, (b) personally delivered, or (c) sent by certified or registered United States mail addressed to the party at the address the party may designate, return receipt requested.
26. **Counterparts.** This Agreement may be executed by counterparts and be valid as if each party had signed the original document.

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Bluffdale City Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Draper City

Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Murray City

Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Sandy City

Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: City of South Jordan

Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: South Salt Lake

Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: West Jordan

Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: West Valley City

Attest: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and compliance with applicable law:

Attorney



MURRAY
CITY COUNCIL

Business Item #3



MURRAY

Council Action Request

Finance and Admin

2025 Municipal Elections

Committee of the Whole and Council Meeting

Meeting Date: April 1, 2025

Department Director Brenda Moore	Purpose of Proposal Enter into an agreement with Salt Lake County for the County to conduct the city's 2025 Municipal Elections
Phone # 801-264-2513	Action Requested Approval of Resolution
Presenters Brooke Smith	Attachments Proposed Resolution and Interlocal Cooperative Agreement
Required Time for Presentation 5 minutes	Budget Impact \$119,120-\$218,283 I am requesting a budget of \$170,000 (Median)
Is This Time Sensitive Yes	Description of this Item This request to approve an resolution allowing the County to help Murray City conduct the 2025 municipal elections. They have all the equipment needs and will take care of hiring election workers, setting up polling locations, ballot printing, etc.
Mayor's Approval	
Date March 18, 2025	

RESOLUTION NO. R25-

A RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY TO PROVIDE ELECTION SERVICES TO ASSIST THE CITY IN CONDUCTING THE CITY'S 2025 MUNICIPAL ELECTION.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the City wants Salt Lake County ("County") to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2025 municipal election; and

WHEREAS, an Agreement has been prepared to accomplish such purpose.

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

1. It hereby approves and ratifies the Agreement dated March 12, 2025 between the City and the County for the County to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2025 Municipal Election.
2. The Agreement is in the interest of rendering the best service with the least possible expenditure of public funds.
3. Mayor Brett A. Hales' execution of the Agreement is hereby authorized and ratified on behalf of the City.
4. Mayor Brett A. Hales, is hereby authorized to act in accordance with the terms of the Agreement.

DATED this day of , 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MURRAY CITY

For Municipal Election

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, on behalf of its County Clerk's Office, Election's Division (the "County"); and **MURRAY CITY**, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the "Interlocal Act"), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. Utah Code § 20A-5-400.1 permits the County to enter into interlocal agreements with local municipalities to conduct their elections.

C. The County desires to provide the services of its Clerk's Office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2025 primary and general municipal elections.

D. The City desires to engage the County for such services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — ELECTION SERVICES

1.1. Scope of Work. The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2025 primary and general municipal elections, and shall furnish all materials, labor and equipment to

complete the requirements and conditions of this Agreement.

1.2. Cost. The City shall pay the County the actual cost of conducting its election. A good faith range of costs of such services (as well as any amount of pre-payment required by the County) shall be provided in Exhibit "B," and will be attached hereto and incorporated by reference. At the conclusion of the elections, the County shall provide the City with a final invoice in writing based on its actual expenses, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the overall costs of the election and shall provide the amount billed to the City for participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, as set forth in the final invoice. The City acknowledges that the final invoice amount for these additional services may cause the total cost to the City to exceed the good faith range given to the City by the County.

1.3. Legal Requirements. The County and the City understand and agree that the City's 2025 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

1.4. Rank Choice Voting.

(a) The County and the City understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2024) ("Rank Choice Voting"), the actual cost of administering such an election will be added to the City's invoice.

(b) If the City decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County with notice of its intent to use Rank Choice Voting as its selected method of voting, no later than April 30, 2025.

(c) The County reserves the right to refuse to conduct a Rank Choice Voting contest with more than 10 candidates. The City acknowledges that, if the County agrees to conduct a Rank Choice Voting contest where more than 10 candidates appear on the ballot, then voters may only rank up to 10 candidates. The City hereby assumes full risk and liability for, and agrees to indemnify and

hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the City's decision to use Rank Choice Voting in a race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to the City and shall not be construed as a breach of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

1.5. Independent Contractor.

(a) Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 12, 2025, and on November 4, 2025, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

(b) The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The City agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from the City that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

ARTICLE 2 —COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each Party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either Party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other Party or its agents, employees, or contractors.

(b) Indemnification. Subject to the provisions of the Governmental Immunity Act, the City agrees to indemnify, hold harmless and defend the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses, however allegedly caused, resulting directly or indirectly from, or arising out of: a) the City's breach of this Agreement; b) any negligent or wrongful act, error or omission of the City, its officers, agents and employees in the performance of this Agreement; or c) the City's actions, decisions or directions regarding election questions, problems, or legal issues. The City agrees that its duty to indemnify the County under this Agreement includes all attorney fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County. The City further agrees that its indemnification obligations in this section will survive the expiration or termination of this Agreement.

(c) Insurance. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

2.2. Election Records. The County shall be steward of records generated by The County such as, but not limited to, ballots, envelopes, affidavits, and cure documents, consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws. The City shall maintain and keep control of all other records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

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

(e) No separate legal entity is created by the terms of this Agreement.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) County and City Representatives.

(i) The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate the performance of the services under this Agreement.

(ii) The City designates Brooke Smith, its city recorder, as the City's representative in its performance of this Agreement. The City's representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

County Contact Information

Tom Reese
Elections Director
treeze@saltlakecounty.gov
(385) 468-7425

Ann Stoddard
Admin/Fiscal Manager
astoddard@saltlakecounty.gov

City Contact information

Brooke Smith
City Recorder
bsmith@murray.utah.gov
(801) 264-2662

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire on February 28, 2026.

3.3. Termination. This Agreement may be terminated (with or without cause) by the County upon at least thirty-days prior written notice to the City. This Agreement may be terminated (with or without cause) by the City any time before April 30, 2025, upon written notice to the County. Upon any such termination, the following shall occur:

(a) the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of termination and based upon the dollar amounts for materials, equipment and services set forth herein;

(b) the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement;

(c) each party shall retain ownership of any property it owned prior to the date of this Agreement and the City shall own any property it created or acquired pursuant to this Agreement; and

(d) if any pre-payment is required by the County and has been paid by the City, then such amount shall be retained by the County as a non-refundable administrative fee to cover the County's actual costs of preparing for the City's elections.

3.4. Non-Funding Clause. Pursuant to Utah State law, the County appropriations lapse at the end of each fiscal year. County appropriations may also be altered at any time during the fiscal year. Consequently, if funds are not appropriated for a succeeding fiscal year to fund performance by the County under the Agreement, or if appropriations are withdrawn or otherwise altered, the Agreement shall terminate, effective upon written notice. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the City, its successors, or its assigns, as to this Agreement, or any portion thereof.

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

3.6. Notices. All notices required under this Agreement shall be made in writing and shall be sent via email.

3.7. Ethical Standards. The City represents that it has not: a) provided an illegal gift 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 Utah Code § 17-16a-4 or Salt Lake County Code of Ordinances § 2.07; or d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

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

3.9. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.10. Time. The Parties agree that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a breach of this Agreement and shall be just cause for immediate termination by the County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

3.11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

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

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

3.14. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way

affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Recommended for Approval:

By: Lannie Chapman
Salt Lake County Clerk

Date: _____

Mayor or Designee

Date: _____

Reviewed as to Form:

By: Adam Miller
2025.03.07
09:24:21 -07'00'
Deputy District Attorney

Date: _____

MURRAY CITY:

Attest:

City Recorder

Date: _____

Reviewed as to Form:

By: _____
City Attorney
Date: _____

Exhibit 'A'
2025 Municipal Elections
Scope of Work

The Municipality agrees to the consolidation of all elections administrative functions to ensure the successful conduct of multiple and simultaneous municipal elections, local district elections, and county elections. The County agrees to conduct vote by mail/consolidated polls (vote center) elections for the Municipality.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the Municipality recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the Municipality.

Services the County will perform for the Municipality include, but are not limited to:

- Ballot layout and design
- Ballot ordering, printing, and delivery
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing, and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailing required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and §20A-9-203)
- Direct payment of all costs associated with the elections including but not limited to software, hardware, supplies, printing, postage, vote-centers, drayage, training, and temporary staff hired to facilitate elections
- Storage and maintenance of records as per the Utah State Code 20A-4-202-3b(i)(b).
- Materials provided in English and Spanish as per U.S. C Section 203 of the Voting Rights Act, with exception of translation of additional ballot initiatives.

The Municipality will provide all voter education outreach related to Rank Choice Voting, if applicable.

The Municipality will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith range for budgeting purposes (Exhibit 'B'). Election costs are variable and are based on the Municipality's offices scheduled for election, the Municipality's number of registered voters, the number of jurisdictions involved, as well as any direct costs incurred.

The Municipality will be invoiced for its pro-rata share of the actual costs of the elections. In the event of a State or County special election being held in conjunction with a municipal election, the scope of services, associated costs, and the method of calculating those costs will remain unchanged.

Exhibit B **2025 Election Costs** **Murray**

Below is the good faith range of estimates for the upcoming **2025 Municipal Elections for Murray**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/1/2025): 28,511
- B. Election for the offices below:
 - Mayor
 - Council District 2
 - Council District 3 (2 year term)
 - Council District 4
- C. Other participating entities: both Primary and General election costs will fluctuate based on the number of participating entities. The cost for each entity in each election will rise as other entities decline participation in that election due to cancellation of contests, etc. The estimates below are premised on three scenarios with varying levels of election participation.

Cost Estimate

Description	Base Scenario (all entities participating in primary)	High Participation Scenario (~2/3 entities participating in primary)	Low Participation Scenario (~1/3 entities participating in primary)
Primary Election Cost	\$27,509	\$38,651	\$137,821
General Election Cost	\$66,565	\$75,469	\$75,462
Election Administration Fee	\$5,000	\$5,000	\$5,000
Ranked Choice Software Charge <i>(if applicable)</i>	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]

Ranked Choice Software License Charge

- The Ranked Choice Voting Software License Charge will be billed to any entity electing to use ranked choice voting (RCV) as a voting method, regardless of whether or not the election contests use that method in the general election.
- The final software license charge for entities electing to use RCV will be determined after May 1st, 2025.
- The software license charge will be calculated by taking the full software cost (\$26,500) and dividing it equally by the number of entities that have elected to use RCV.
- The software license charge will be invoiced after May 1st, 2025. Fee must be paid within 30 days of the date of the invoice.

Fee Statements

- The Election Administration Fee (Admin Fee) will be billed after July 1st, 2025.
- All entities that wish to contract with Salt Lake County will pay the Admin Fee within 30 days of the date of the invoice.
- The Admin Fee will be applied towards each entity's billed amount for the 2025 election.
- If the Admin Fee exceeds the billed cost of the 2025 election, the excess amount will be applied towards the total election cost to reduce overall cost.
- Admin Fees will not be refunded.
- If a ballot measure appears on a general election ballot for a municipality or special district, that measure will be treated as a separate contest and will be billed to the municipality/district accordingly. A recount election will be addressed in the same manner.
- All billing will be based on actual costs.



MURRAY
CITY COUNCIL

Business Item #4



MURRAY

Council Action Request

Community and Economic Development

Murray Downtown Development Agreement

Council Meeting

Meeting Date: April 1, 2025

Department Director Chad Wilkinson	Purpose of Proposal This resolution authorizes Murray City to enter into a Development Agreement with Rockworth Companies.
Phone # 801-270-2427	Action Requested Consideration of a resolution authorizing Murray City to enter into a Development Agreement with Rockworth Companies.
Presenters Chad Wilkinson	Attachments RESOLUTION-Murray City Downtown Murray Downtown - Development Agreement (RDA-City-RW)
Required Time for Presentation	Budget Impact The agreement includes the disposition of a ± 0.76 acre parcel at 48 E 4800 S appraised at ± \$1,211,000. This budget impact was previously considered in a public hearing on March 4, 2025.
Is This Time Sensitive Yes	Description of this Item Murray City owns property located at approximately 48 East 4800 South, which is part of the project area referred to as Block One in Murray's downtown. Rockworth Companies was selected to redevelop this property. The proposed Development Agreement outlines the terms and conditions for the redevelopment of the site, aligning with the City's vision for revitalizing the downtown area.
Mayor's Approval	The agreement has been reviewed and is presented for approval by the City Council through the attached resolution. Approval of this resolution will authorize the Mayor to execute the agreement on behalf of the City.
Date March 19, 2025	

RESOLUTION 25—

RESOLUTION AUTHORIZING MURRAY CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE REDEVELOPMENT AGENCY OF MURRAY CITY AND ROCKWORTH COMPANIES FOR THE REDEVELOPMENT OF PROPERTY OWNED BY MURRAY CITY AND THE REDEVELOPMENT AGENCY OF MURRAY CITY BEGINNING AT 48 EAST 4800 SOUTH AND INCLUDING A SUBSTANTIAL PORTION OF THE PROPERTY REFERRED TO AS BLOCK ONE, LOCATED IN MURRAY CITY, SALT LAKE COUNTY, UTAH.

WHEREAS, Murray City owns a .76 acre parcel of real property located at approximately 48 East 4800 South, Murray City, Salt Lake County, State of Utah (the "City Property") that is part of the 3.10 acres of real property commonly referred to as "Block One"; and

WHEREAS, Rockworth Companies ("Developer") is a company that represents that it has over 20 years of development history specializing in developing multifamily, retail, and commercial space, including the well-respected office and retail mixed use developments known as Holladay Village Square and Holladay Marketplace located in Holladay, Utah; and

WHEREAS, representatives of the City met with Developer to discuss conceptually, the development of the Block One Property; and

WHEREAS, Developer was chosen by City and Redevelopment Agency representatives to develop the Block One Property because it presented a viable plan for redevelopment that fits well with the City's vision for redevelopment of the downtown area; and

WHEREAS, the preliminary work completed by the parties has shown that development of the Block One Property meets the shared vision and goals of the City and the Developer, and is financially viable; and

WHEREAS, pursuant to Section 10-8-2 of the Utah Code, a public hearing was held on March 4, 2025, before the Council to consider the contribution and conveyance of the City Property for less than the appraised value; and

WHEREAS, after receiving public input, reviewing a study performed by Zions Public Finance, Inc estimating the net value to be received for the contribution of the City Property, and considering other factors, the Council made a determination regarding the contribution and conveyance of the City Property for less than appraised value; and

WHEREAS, the City Council has determined and now hereby determines that it is necessary, desirable and in the best interests of the City and the community's residents to enter into a development agreement with the Developer for the development of the Block One Property, including the City Property, in substantially the form of the Development Agreement by and between the City, the Redevelopment Agency of Murray City, and the Developer (the "Development Agreement") presented to the City Council and attached hereto.

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

1. The Development Agreement, in substantially the form presented to the City Council, attached hereto, is approved and authorized.
2. The Mayor is hereby authorized for and on behalf of the City to execute and deliver the Development Agreement in substantially the form presented to the City Council.
3. This Resolution shall take effect upon its execution.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council this _____ day of April 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Murray City
Community and Economic Development Department
Attn: Chad Wilkinson, Director
10 East 4800 South, Second Floor
Murray, Utah 84107

Affected APNs: 22-07-105-003,
22-07-105-004 (partial, approximately 0.20 acres),
22-07-105-007 thru -009,
22-07-105-011 thru -017,
22-07-105-019 (partial, approximately 0.76 acres).

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered this __ day of April 2025 (the “Effective Date”), by and among the REDEVELOPMENT AGENCY OF MURRAY CITY, a Utah community reinvestment agency (“**Agency**”), MURRAY CITY, a Utah municipal corporation (“**City**”) and ROCKWORTH COMPANIES, LLC, a Utah limited liability company (“**Developer**”).

The Parties agree as follows:

**SECTION 1
PRELIMINARY STATEMENTS**

1.1 Definitions. All capitalized terms used herein shall have the definitions as set forth in Exhibit A below or in another section as specified in Exhibit A. Defined terms may be used in the singular or the plural. Exhibit A is attached hereto and incorporated herein by this reference.

1.2 Purpose. The primary purpose of this Agreement is to establish the terms and conditions of the redevelopment of a majority of the area known as “Block One” which is functionally obsolete and blighted. The Agency and City recognize the importance of their roles in development activities and active participation in benefiting the community.

1.3 Parties to the Agreement:

(a) Agency. Murray City (“**City**”) created and established the Redevelopment Agency of Murray City (“**Agency**”) which is authorized to transact business and exercise its powers under and pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Act in Title 17C, Utah Code Annotated 1953, as amended, or such other amendments as shall from

time to time be enacted or any successor or replacement law or act (the “**Act**”). The Agency is authorized to provide assistance including in the form of Agency Funds to revitalize previously developed areas that over time have deteriorated. Such assistance is typically a fraction of the amount invested in relation to the overall redevelopment budget for a project. Public assistance is designed to stimulate development and to encourage private investment by filling funding gaps created by development impediments or other development challenges. The overwhelming majority of a project redevelopment budget and the associated risk of redevelopment is typically borne by private investment.

The address of the Agency for purposes of this Agreement is: Redevelopment Agency of Murray City, Attn: Deputy Executive Director, 10 East 4800 South, Second Floor, Murray, UT 84107. The Agency’s telephone number is 801-270-2400.

(b) Murray City. The City is a municipality and political subdivision duly organized and existing under the laws of Utah, and exercising all of the powers provided for therein and pursuant to Utah Code Annotated Section 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies.

The address of the City for purposes of this Agreement is: Murray City, Attn: CED Director, 10 East 4800 South, Murray, UT 84107. The City’s telephone number is 801-270-2400.

(c) Rockworth Companies, LLC. The Developer is a limited liability company organized and existing in good standing under and pursuant to the Utah Revised Uniform Limited Liability Company Act, or its successor, authorized to do business in Utah under and pursuant to the Utah Revised Uniform Limited Liability Company Act , Utah Code Ann. §48-3a-1-1 et seq., as amended, and exercising all of the powers provided for therein.

The address of Developer for purposes of this Agreement is: Rockworth Companies, LLC, 4655 South 2300 East, Suite #205, Holladay, UT 84117. Developer’s telephone number is 801-501-0727.

(i) Developer. The Developer is a company that represents that it has over 20 years of development experience specializing in developing multi-family, retail, and commercial space, including the well-respected office and retail mixed use developments known as Holladay Village Square and Holladay Marketplace located in Holladay, Utah.

(ii) Selection of the Developer. On August 13, 2024, the Agency approved Resolution R24-50 authorizing an exclusive right to negotiate for the acquisition and development of the Agency Property. Developer was chosen because it presented the Agency with a viable plan for redevelopment that fits well with the City’s vision for redevelopment of the downtown area. The Agency concluded that the Developer possesses the master planning expertise, development and redevelopment experience, marketing relationships, experience with end users, and execution capabilities to best assist the Agency in the implementation of the redevelopment plan to achieve the parties’ vision for the Block One property.

(iii) **Material Inducements**. The Developer is an experienced developer of public-private mixed use and residential projects and has worked with cities and redevelopment agencies. The identity and qualifications of the Developer and the completion of the Project according to the terms of this Agreement, including (without limiting) the Scope of Development and the Schedule of Performance (as hereinafter defined in Exhibit A and set forth in Exhibits B-1 and B-2, respectively), are **Material Inducements** to the Agency and City to enter into this Agreement.

1.4 **Redevelopment of Block One.**

(a) **Project Area Plan**. Pursuant to the Act, the Agency adopted the Central Business District Project Area Plan on June 1, 1982, as amended April 20, 1999, further amended in April 2011 and further amended on August 2, 2016 (as so amended, the “**Project Area Plan**”). The purpose of the Project Area Plan is to promote development and redevelopment which has not occurred for many years and would not otherwise occur solely through private investment in the reasonably foreseeable future and to support the development of the project area and the development of areas within close proximity to the project area. The Project Area Plan is attached at Exhibit C and incorporated herein by this reference.

(b) **Redevelopment of the Property**. The Agency and City want to assist in the redevelopment of real property contained within Block One, including the Agency Property (defined below in subsection (i)), along with the City Property (defined below in subsection (ii)), and the DAR Property (defined below in subsection (iii)). The Agency Property, City Property, and DAR Property are referred to herein collectively as the “**Property**.” The Property is within the Project Area and comprises approximately 3.52 acres beginning at 4816 S State Street in Murray, Utah. The Property is bordered by 4800 South on the north, State Street on the east, 5th Avenue on the South, and Hanauer Street on the west excluding parcels 2207105010, 2207104017, 2207104044, 2207104043, 2207105020, and southern part of 2207105004 (partial, approximately 0.10 acres). The Property is depicted and more particularly described on Exhibit D-1 attached hereto and made part herein.

(i) **Agency Property**. That certain real property within Block One consisting of Assessor’s Parcel Numbers (“APN”) 2207105003, 2207105004 (partial, approximately 0.20 acres), 2207105008, 2207105009, 2207105011, 2207105012, 2207105013, 2207105014, 2207105015, 2207105016, and 2207105017 totaling approximately 2.34 acres as depicted on Exhibit D-2 attached hereto (“**Agency Property**”). The Agency Property is currently improved with an 875 square foot garage that was built in 2003 and 24,292 SF of commercial space that was built in 1904, 1930, and 1955. The Parties have acknowledged and agreed that in order to make the construction and operation of the Project economically viable, the Agency will contribute the Agency Property as provided herein and in the Real Property Disposition Agreement between Agency and Developer.

(ii) **City Property**. One .76-acre parcel of real property west of and adjacent to

the Agency Property located at 48 East 4800 South as depicted on Exhibit D-2 attached hereto (“**City Property**”). The City Property is currently improved with a surface parking lot used by City employees. The Parties have acknowledged and agreed that in order to make the construction and operation of the Project economically viable, the City will contribute the City Property as provided in the Real Property Disposition Agreement between City and Developer.

(iii) **DAR Property.** A parcel of real property owned by DAR Enterprises, LLC, which Developer is under contract to purchase, containing approximately .42 acres of land located within Block One at 4836 – 4844 South State Street as depicted on Exhibit D-2 attached hereto (“**DAR Property**”). The DAR Property is currently a mixed-use property totaling 19 multi-family units and 5,973 square feet of first-floor commercial space. The Parties have acknowledged and agreed that in addition to the Agency Property and the City Property, the DAR Property is integral to make the construction and operation of the Project economically viable.

(iv) **Developer’s Inspection of Property; Contribution of Agency Property and City Property.** Developer shall conclude its due diligence and inspection of the Property to determine the feasibility of the Project within the time provided on the Schedule of Performance attached hereto as Exhibit B-2 (the “**Feasibility Period**”). In the event Developer has not delivered a Termination Notice under Section 1.5(c), at any time prior to the expiration of the Feasibility Period, Developer may deliver written notice to the Agency and the City of its intent to proceed with the Project (the “**Notice to Proceed**”). City and Agency shall contribute and convey the City Property and Agency Property, respectively, to Developer or its assignee within thirty (30) days of the receipt of the Notice to Proceed in accordance with the Real Property Disposition Agreements between Developer, City and Agency, respectively.

(c) **The Project.** In furtherance of the implementation of the Project Area Plan and the project contemplated herein, the Developer has entered into a purchase contract to acquire the DAR Property and intends to acquire the Agency Property and City Property in accordance with the terms and conditions of this Agreement. It is an express condition to Developer’s closing on the purchase of the DAR Property that this Agreement be fully executed and delivered. Upon acquisition of the Property, Developer shall construct certain improvements within the described Project Area Plan as provided herein. It is currently anticipated that such improvements will include approximately 150 residential units, 48,600 square feet of retail/office space and associated public and private parking (including surface and underground parking), site improvements, and appurtenances as generally provided on the Initial Plan attached hereto as Exhibit E (the “Project”). The Project, which will be developed in one phase in accordance with applicable design guidelines, the City’s form-based zoning code and all City and Agency approvals is intended to create a transformational new neighborhood in downtown Murray City that will attract residents and visitors and serve as a catalyst for further downtown development.

1.5 Reimbursement.

(a) **Relocation of Gas Transmission Line.** The Agency and Developer agree and acknowledge that, for the construction and operation of the Project to be economically and

functionally feasible, that certain high-pressure gas transmission line (or lines) currently on the Property located approximately as shown on Exhibit F to this Agreement will need to be relocated. Should the Developer be responsible to complete the relocation, the Agency will reimburse Developer in accordance with the Participation Agreement.

(b) Underground Parking Structure. The Parties further agree and acknowledge that, for the construction and operation of the Project to be economically and functionally feasible, the Developer will construct an underground, single-story parking structure that is currently anticipated to include approximately 250 parking spaces that will be used, in part, by the City. The parking structure is located as shown on Exhibit G to this Agreement and will be constructed so that it can be used by the occupants of the Project and where City parking is designated, used by the City, and commenced and completed in time for the opening of the completed Project. The Agency will reimburse to Developer the sum of \$3,000,000.00 for construction of the parking structure in accordance with the Participation Agreement.

(c) Other Property Conditions. In the event Developer discovers during its investigations of the Property other property conditions including, but not limited to, the existence of Hazardous Materials, easements or other encumbrances or physical conditions on the Property that render the Project economically or otherwise infeasible, Developer may either: (i) terminate this Agreement and other agreements between Developer, Agency and City with respect to the Project by written notice to City and Agency ("Termination Notice"), in which case the Agency shall purchase the DAR Property from Developer for the purchase price paid by Developer; or (ii) deliver to Agency an estimate of the costs to remedy such condition, and request that Agency reimburse Developer for all costs associated with such conditions. In the event the Agency agrees to reimburse the Developer for such costs, such reimbursement shall be made within thirty (30) days after Agency's receipt of a written request for reimbursement, together with invoices and other documents evidencing the reimbursement amount and verification by the City and Agency that the work subject to the request has been completed. In the event the Agency elects not to reimburse Developer for such costs, Developer may elect to either remedy the condition at its sole cost and expense or exercise its right of termination as provided in subsection (i) above. In the event Developer exercises its right of termination as provided in subsection (i) above, at the time of conveyance of the DAR Property to Agency, the DAR Property will not in whole or in part be subject to any leases, tenancies, or rental agreements.

(d) Participation Agreement Approval. The Developer acknowledges that, as required by law, Developer will be required to obtain separate approval by vote of the Agency Board of a separate Participation Agreement (a form of which is attached as Exhibit E to the Real Property Disposition Agreement between the Agency and Developer) outlining the reimbursements referred to in Section 1.5 (a) and (b), which are a material inducement for Developer to enter into this Agreement and acquire the Property.

1.6 Agency and City Determinations.

(a) The Agency and City have determined that development of the Project in

accordance with the terms of this Agreement is in the vital and best interests of the community and provides for the health, safety, morals and welfare of its residents in accordance with appropriate public purposes and the provisions of applicable federal, state and local laws and requirements. The Agency and City have determined further that the Project is a governmental undertaking for municipal purposes, is being developed by Developer, that is recognized in the industry, particularly as it relates to the development of multi-family, retail, and commercial space and is consistent with the goals of the Agency and City to enhance the image of the community by providing a vibrant development. In accordance with the terms of this Agreement, the Agency and City have determined that the Project will, among other things:

- (i) increase capital investment and economic development in downtown Murray City;
- (ii) afford the City the maximum opportunity, consistent with the sound needs of the City as a whole, to enhance the rehabilitation and/or redevelopment and restore the social and economic productivity of the downtown area and will benefit the residents of the City, County, and State and is of critical importance to the City;
- (iii) generate significant new ad valorem taxes, including significant new tax revenues for the Murray City School District;
- (iv) promote and encourage expected private capital investment of approximately over \$63,000,000.00;
- (v) provide much-needed support to local-owned businesses; and
- (vi) satisfy an existing need in downtown Murray City for, among other things, parking and other infrastructure; retail, restaurant, service, office, and other commercial space, and residential units.

(b) The Agency has determined further that the Project is consistent with the following Project Area Plan for the Central Business District goals and objectives:

- (i) reduce or eliminate blight, allow for mixed-use development containing commercial residential, retail, civic, and office uses, provide parking infrastructure to serve planned development;
- (ii) allow for the assemblage of large lots, rather than small, piecemeal development;
- (iii) provide funds for a parking structure;
- (iv) provide funds to encourage development of vacant and underutilized parcels; provide funds for higher density mixed-use development to encourage a higher volume

of extended-hour human activity, resulting in safer neighborhoods and communities;

(v) increase the connectivity, walkability and access within and to the area; create an attractive urban environment with diverse and complementary uses; and

(vi) promote the development of viable commercial, employment and activity centers to serve the community.

1.7 **Best Interests.** The fulfillment of this Agreement is vital to and in the best interests of the community and the health, safety, and welfare of community residents, and in accord with public purposes.

1.8 **Governmental Authority.**

(a) **Agency Authority.** This Agreement shall be implemented pursuant to Agency's authority under the Act.

(b) **City Authority.** This Agreement shall also be implemented pursuant to City's authority under Utah Code Annotated Section 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies.

1.9 **Preliminary Statements.** The preliminary statements set forth in this Section 1 are accurate, correct and true and incorporated herein by this reference.

1.10 **Exhibits.** The following exhibits are attached to and incorporated in the Agreement:

- Exhibit A: Definitions
- Exhibit B-1: Scope of Development
- Exhibit B-2: Schedule of Performance
- Exhibit C: Project Area Plan
- Exhibit D-1: Depiction and Legal Description of the Property
- Exhibit D-2: Depiction and Legal Description of Agency Property, City Property, and DAR Property
- Exhibit E: Initial Plan
- Exhibit F: Approximate Location of Gas Line(s)
- Exhibit G: Approximate Location of Underground Parking Structure
- Exhibit H-1: Escrow Instructions and Form of Quit Claim Deed for Agency Property
- Exhibit H-2: Escrow Instructions and Form of Quit Claim Deed for City Property

1.11 **Term.** The **Term** of this Agreement shall commence on the Effective Date and shall continue until the earlier of the following to occur: (1) the recordation of the Certificate of Completion of the Project and the commencement of operations or (2) the earlier termination of

this Agreement.

SECTION 2 PROPERTY DEVELOPMENT

2.1 Agency Review and Approval.

(a) City Regulatory Review Required. It is hereby agreed, stipulated and understood that the Agency review process shall be in addition to and not in lieu of City planning staff review, any required review by the City planning commission, or any other City department review. Developer hereby acknowledges that nothing herein shall be deemed to waive or modify any and all planning, zoning and such City requirements and regulations applicable to the Project and/or the Developer to which the Project shall be and remain subject.

(b) Agency Approval of the Plans. Any plans, approved (or any approved portions thereof) pursuant to this Section 2.1(b) shall be "**Approved Plans and Specifications.**" Developer shall develop the Property in accordance with plans approved by the Agency pursuant to the following process:

(i) Initial Plan. The Agency hereby approves the conceptual drawings for the Project prepared by the Developer's Architect attached hereto as Exhibit E, which describe the Project (the "**Initial Plan**").

(ii) Design Development Drawings. The Developer shall prepare and submit to the Agency its design development drawings for the Project (the "**Design Development Drawings**") in accordance with the Schedule of Performance attached hereto as Exhibit B-2. The Design Development Drawings shall be a refinement of and generally consistent with the Initial Plan.

(iii) Final Construction Documents. The Developer shall cause its Architect to prepare construction documents for the Project generally consistent with the Design Development Drawings (the "**Final Construction Documents**") in accordance with the Schedule of Performance attached hereto as Exhibit B-2. The Final Construction Documents shall be a refinement of and generally consistent with the approved Design Development Drawings.

(c) Material Changes. If the Design Development Drawings contain any element that constitutes a Material Change from the Initial Plan, the Agency Board must approve such difference, such approval not to be unreasonably withheld and within the time period provided in the Schedule of Performance attached hereto as Exhibit B-2. If the Final Construction Documents contain any element that constitutes a Material Change from the Design Development Drawings, the Agency Board must approve such difference, such approval not to be unreasonably withheld and within the time period provided in the Schedule of Performance attached hereto as Exhibit B-2.

(d) Preparation of Submissions and Reviews. All documents shall be in such form and with such detail, including size and scale, as the City shall prescribe, including without limitation in a compatible electronic format as specified by the City. During the preparation of such documents, the Agency, City and the Developer shall hold progress meetings as needed to coordinate the preparation of, submission to, and review of such documents by the Agency and City. The staff of the Agency, City, and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of such documents to the Agency can receive prompt consideration.

(e) Disapprovals. In the event of a disapproval by the Agency due to a Material Change, the Agency shall specify in reasonable detail the basis for the disapproval. The Developer, upon receipt of a notice of disapproval, shall promptly revise such submission and resubmit it to the Agency as soon as possible after receipt of such notice.

2.2 Agency Not Liable. The Developer shall be solely responsible for errors and omissions in the Design and Construction Documents, change orders thereto, and shop drawings and other submittals interpreting them and for their accuracy, suitability, technical adequacy, and compliance with Applicable Requirements. The Agency's reviews and approvals of all or any portion of the Design and Construction Documents are solely for the purpose of determining the general conformance of the Developer Improvements with the original design concept or intent, and shall not constitute an opinion or agreement by the Agency that the Developer improvements are structurally or otherwise sufficient or that the Design and Construction Documents are accurate or in compliance with Applicable Requirements, nor shall such approval impose any present or future liability on the Agency or waive any of the Agency's rights hereunder. The Developer shall be solely responsible for structural and other defects in the Developer improvements and compliance with all Applicable Requirements.

2.3 Case by Case Amendments to Requirements under Murray City Center Form-Based Code. The Developer recognizes that the development of the Property shall be subject generally to the Murray City Center Form Based Code including the Civic Center and Boulevard Form Districts. The Agency and City recognize that, because of particular aspects of a specific property (such as frontage and visibility, access to streets, and proximity to other commercial developments, among other reasons), it may be economically infeasible or functionally unreasonably burdensome to comply with all of the requirements of the Murray City Center Form Based Code in developing such property. Accordingly, the Agency acknowledges that the Developer may need to seek the City's approval of amendments to certain requirements of the Murray City Center Form Based Code, which will be approached and resolved on a case-by-case basis.

SECTION 3

AGREEMENTS TO DEVELOP THE PROPERTY

3.1 Developer Obligation. The Developer agrees to cause the Property to be developed in accordance with the terms and provisions set forth in this Agreement.

3.2 Construction of Project. The Developer shall commence and thereafter diligently prosecute to completion the construction of the Project in accordance with the schedule set forth in the Schedule of Performance.

3.3. Cost of Construction of Project. Except as otherwise provided in the Participation Agreement and summarized in Section 1.5 (Reimbursement) above, the cost of demolition and constructing the Project and all other costs shall be borne solely by the Developer.

3.4 Certificate of Completion.

(a) Within ten (10) days after completion of all construction and development of the Project, the Developer shall provide to the Agency a certificate to that effect signed by the Developer and the Architect.

(b) Upon written request by the Developer and if the Agency finds that the documents provided in subsection (a) are in order, the Agency shall furnish the Developer a certificate of completion ("Certificate of Completion") with respect to the Project. The Certificate of Completion shall be a determination of satisfactory completion of the Developer's obligations required by this Agreement with respect to the Project and the Certificate of Completion shall so state. A Certificate of Completion shall be in recordable form and will be recorded in the Official Records, and upon such recordation of the Certificate of Completion for the Project, this Agreement shall be terminated of record as to the Property.

(c) If the Agency refuses or fails to furnish a Certificate of Completion within twenty (20) business days after a written request from the Developer, the Agency shall, within five (5) business days of written request therefor, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish such Certificate of Completion. The statement shall also contain the Agency's opinion of the actions the Developer must take to obtain a Certificate of Completion. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Developer Improvements, or any part thereof.

3.5 Rights of Access. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of the Developer and its Contractor, including signing a standard construction area release, upon not less than twenty-four (24) hours written notice to Developer, representatives of the City and Agency shall have the right of access to the Property without charges or fees, during the period of construction for the purposes of this Agreement. In addition,

the City and Agency shall have the right to enter the Property (and the improvements thereon) or any part thereof at all reasonable times for the purpose of exercising the City's or Agency's remedies, including cure rights contained in this Agreement and for the construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property. This section 3.5 does not apply to regulatory inspections.

3.6 **Local, State and Federal Laws.** The Developer shall carry out the construction of the Project in compliance with all Applicable Requirements, licenses, permits, and orders. The Developer represents that it has registered with and is participating in the **Status Verification System under the Utah Identity Documents and Verification Act** (Utah Code Title 63G, Chapter 11), to verify the work eligibility status of the Developer's new employees that are employed in Utah. In addition, the Developer shall obtain from the Contractor a written certification that Contractor has verified through the Status Verification System the employment status of each of its new employees.

3.7 **Antidiscrimination During Construction.** The Developer, for itself and agrees that in the construction of the Project, its Contractor shall not discriminate against any employee or applicant for employment on any unlawful basis. The Developer agrees not to discriminate against or segregate any person or group of persons on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof or of any Developer improvements erected or to be erected thereon or any part thereof.

SECTION 4 INSURANCE

4.1 Insurance Requirements.

(a) **Required Coverage.** At all times from and after the Closing Date and through the completion of the development and issuance of a Certificate of Completion, Developer shall maintain and keep in force, at Developer's sole cost and expense, the following insurance applicable to the Development:

(i) To the extent required by law, Worker's Compensation insurance, including Employer's Liability coverage, with limits not less than required by applicable law.

(ii) Comprehensive or Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Comprehensive Automobile Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if Developer does not own or lease vehicles for purposes of this

Agreement, then no automobile insurance shall be required by Developer and both Parties to this Agreement shall initial this provision signifying same.

Developer Initials

Agency Initials

City Initials

(iv) Property insurance covering the Development covering all risks of loss, naming the Agency and City as Loss Payees, as their interests may appear as commercially reasonably determined by Developer and consistent with similar new developments in the Salt Lake County area.

(b) Contractor's Insurance. Developer shall cause any general contractor or agent working on the Development under direct contract with Developer to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, and shall require that such insurance shall meet all of the general requirements of subsection (c) below. Subcontractors working on the Development under indirect contract with Developer shall be required to maintain the insurance described in subsections (a)(i), (a)(ii) and (a)(iii) above; provided that the amount of Commercial General Liability insurance for each subcontractor shall have a limit of not less than One Million Dollars (\$1,000,000). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the Covered Parties.

(c) Insurance Requirements Generally. Each insurance policy and bond required hereunder must be issued by a company lawfully authorized to do business in the State of Utah rated A- or better with a financial size category of class VIII or larger by A.M. Best Company and, in the case of the bonds, from a surety holding a certificate of authority as an acceptable surety on federal bonds as listed by the United States Department of Treasury (Circular 570, as amended) in its most recent list at the time of issuance of the applicable bond. The Developer shall and shall obtain the agreement of the Contractor and the Architect to, permit the RDA, upon request, to examine the original insurance policies required hereby along with any endorsements thereto. In the event the aggregate annual limits of any insurance policies required in Sections 4.1(a)(iv) and 4.1(b) above are depleted below the aggregate annual limits required set forth therein because of payment of claims, defense costs or any other reason, the Developer shall require that the Contractor or the Architect, as the case may be, purchase such additional insurance coverage as is necessary to cause such insurance policy(ies) to achieve the aggregate annual limits of liability required in Sections 4.1(a)(iv) and 4.1(b) above. The Developer shall provide in its contracts with the Contractor and the Architect that if the Contractor or the Architect at any time neglects or refuses to provide the insurance required herein, or should such insurance be canceled, the Developer shall have the right, but not the obligation, to procure the same at the cost and expense of the Contractor and the Architect, and the cost thereof may be deducted by the Developer from any monies then due or thereafter to become due to the Contractor and the Architect. The Developer shall promptly exercise its rights under such contracts. The Developer shall bear all costs, expenses, and damages incurred by the Covered Parties arising from such failure to purchase and maintain insurance required by this Agreement.

4.2 Completion Guaranty. Prior to commencing any construction activities on the Property, Developer shall deliver to the Agency and City an original, executed completion guaranty on commercially reasonable terms mutually approved by the Parties and substantially consistent with the completion guaranty required by Developer's construction lender.

4.3 General Requirements. The required insurance shall be provided under an occurrence form. Should any of the required insurance be provided under a form of coverage that provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

4.4 Comprehensive General Liability, Comprehensive Automobile Liability and Property Insurance policies shall be endorsed to name as additional insureds the Covered Parties.

4.5 All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the City and Agency pursuant to Section 9.1.

4.6 Certificates of Insurance. Upon the Agency's or City's reasonable request at any time from and after the Closing Date and through the completion of the Development and issuance of a Certificate of Completion, Developer shall provide certificates of insurance, in form and with insurers reasonable acceptable to the Agency and City, evidencing compliance with the requirements of this Section. Through the completion of the Development and up to the issuance of the Certificate of Completion, all required insurance policies shall include a separate endorsement naming the Covered Parties as additional insureds, which rights shall be subject to the rights of senior lienholders.

4.7 Insurance Proceeds. Any right of the Agency, City, and Developer to any and all insurance proceeds, including casualty insurance proceeds or condemnation proceeds, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any approved Mortgage permitted by this Agreement and under the Financing Plan; or

(b) Any rights or interest provided in this Agreement or any applicable security instrument for the protection of the holder of such Security Financing Interests.

4.8 Condemnation.

(a) Substantial Condemnation. Prior to completion of the Project, in the event of the condemnation of the entire Property or a condemnation that, in Developer's reasonable determination, renders the completion of the Project impossible or unfeasible, Developer may terminate this Agreement and other agreements between Developer, Agency and City with

respect to the Project by written notice to City and Agency, in which case: (i) the Agency shall purchase the DAR Property from Developer for the purchase price paid by Developer in accordance with Section 1.4(b)(iv); (ii) Developer shall be entitled to the amount of any condemnation award up to the amounts incurred by Developer in performing under this Agreement or constructing the Project, as evidenced by third party invoices or statements; (iii) Agency and the City shall be entitled to the remaining amount of the condemnation award, in accordance with their respective interests in the Property; and (iv) Developer shall reconvey the Agency Property and City Property to the Agency and City, respectively, by quit claim deed in the forms attached hereto as Exhibits H-1 and H-2.

(b) Insubstantial Condemnation. Prior to completion of the Project, in the event of the condemnation of a portion of the Property that, in Developer's reasonable determination, does not render the completion of the Project impossible or unfeasible, Developer shall proceed to complete the Project in accordance with this Agreement, subject to necessary adjustments as a result of such condemnation, and all proceeds from any condemnation award shall be paid to Developer and such proceeds shall be used to pay costs and expenses related to the construction of the Project.

4.9 Post Completion Insurance Requirements. From and after the issuance of the Certificate of Completion, the Developer shall carry such liability and property damage insurance as is consistent with lender requirements and the customary practices of similar developments in the Salt Lake County area.

SECTION 5 INDEMNITY

5.1 Indemnification.

(a) It is understood and agreed that Agency and City will review the plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Initial Plans, Design Development Drawings, or Final Construction Documents. Developer covenants and agrees that all plans, designs, installations and specifications will be designed by registered engineers licensed in the State of Utah. The Agency and City disclaim all liability for design, construction, installation or operational defects.

(b) The Developer assumes all responsibility (both before and after the issuance of the Certificate of Completion) for, and holds the Covered Parties harmless from, and agrees to indemnify and defend, the Covered Parties against, all claims, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees, reasonable investigative and discovery costs, and court costs), damages, and injuries (including, without limitation, injuries to persons, loss of life, or damage to tangible or intangible property rights, whenever occurring) arising out

of the construction of the Developer Improvements or performance under this Agreement by Developer or by Developer's contractors, subcontractors, agents or employees.

5.2 Developer's Environmental Indemnity. Developer will indemnify and defend (with counsel reasonably approved by the Agency and City) the Covered Parties and hold the Covered Parties harmless, from and against any and all claims related to this Project, including but not limited to any liabilities, losses, demands, actions, causes of action, damages, cleanup costs, and expenses (including reasonable attorneys' fees, expert's fees and costs) and/or penalties claimed, threatened or asserted against, or suffered or incurred by any Covered Party, arising out of or in any way relating to the release, use, generation, transportation, storage or as a consequence of disposal by Developer or any of its agents, representatives, employees or invitees of Hazardous Materials in, on or about the Property occurring as a result of or in connection with Developer's use of the Property as contemplated herein during the period of Developer's ownership of the Property, and any and all liabilities, losses, costs, claims, demands, actions, causes of action, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions will not apply to any Hazardous Materials discovered by Developer in performing its due diligence and investigations on the Property or used, released, generated, transported, stored or disposed of by a Covered Party or any other person or entity not covered by this indemnity. The terms and conditions of this Section 5.2 shall survive expiration or earlier termination of this Agreement

5.3. Defense. The Developer shall defend all suits brought upon such indemnification claims covered under Sections 5.1 and 5.2 and shall pay all costs and expenses incidental thereto.

5.4. No Effect on Other Rights. The Developer's obligation to indemnify shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which may otherwise exist in favor of the Covered Parties.

5.5. Coverage. This obligation to indemnify, defend and hold harmless shall remain effective notwithstanding the completion of the Project, and shall apply to damages and injuries discovered before and after the issuance of the Certificate of Completion for a period of two (2) years.

SECTION 6 DEFAULT AND REMEDIES

6.1 Default and Cure.

(a) Default by Developer.

(i) Developer shall be in default under this Agreement if Developer breaches a material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Developer receives written notice from Agency or City specifying the breach. In the case of a breach that cannot with due diligence be cured

within a period of thirty (30) days, Developer shall be in default under this Agreement if Developer does not commence the cure of the breach within thirty (30) days after receiving written notice from Agency or City and thereafter diligently prosecute to completion such cure within sixty (60) days after the written notice from Agency or City. The Developer has the opportunity, but not the obligation, to cure any default in accordance with this subsection (a)(i).

(ii) Developer shall also be in default under this Agreement if Developer makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within thirty (30) days after appointment.

(b) Default by Agency or City. Agency or City shall be in default under this Agreement if either Agency or City breaches a material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Agency or City receives written notice from Developer specifying the breach. In the case of a breach that cannot with due diligence be cured within a period of thirty (30) days, Agency or City shall be in default under this Agreement if Agency or City does not commence the cure of the breach within thirty (30) days after receiving written notice from Developer and thereafter diligently prosecute to completion such cure within sixty (60) days after the written notice from Developer.

6.2 Agency's or City's Post-Conveyance Remedies. If a Developer default (as described in Section 6.1.(a)) occurs after the Property is conveyed to Developer, including but not limited to Developer's failure to complete the Project as required by Sections 3.1 and 3.2, then Agency, City, or both, shall have the following remedies:

(a) Subject to the Mortgagee protections specified in Section 7, Agency and City shall have the right to re-enter and take possession of the Agency and City Property and terminate (and revest in Agency and City) the property interests conveyed by the special warranty deeds, terminate Developer's right to develop the Project, and resell the Agency and City Property. The Conveyance of the Agency Property and City Property to Developer shall be made upon, and the special warrant deeds (a form of which is attached at Exhibit B to the Real Property Disposition Agreements between Agency and Developer and between City and Developer) shall provide for, a condition subsequent to the effect that, in the event of a Developer default (as described in Section 6.1.(a)), Agency and City, at their option, may, upon sixty (60) days written Notice of Termination to Developer and the Escrow Agent (which notice and cure period is in addition to the notice and cure period under Section 6.1(a)), declare a termination of Developer's rights, title, and interest in the Agency Property and City Property. After delivery of such Notice of Termination, and in the event Developer fails to remedy, end or abrogate such default within the 60-day period in the manner stated in the Notice of Termination, all the title and rights and interest in the Agency Property and City Property conveyed to Developer by the special warranty deeds, or to any successors or permitted assigns of Developer, shall be reconveyed to Agency and to City, as applicable, by quitclaim deed and pursuant to the escrow instructions, forms of each as set forth in Exhibit H-1 (for Agency) and Exhibit H-2 (for City) both of which are attached hereto and made part herein. Any delay by Agency or City in instituting or prosecuting any such actions

or proceedings or otherwise asserting its rights under this Section 6.2 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that Agency or City should not be constrained because of concepts of waiver, laches or estoppel so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by Agency or City with respect to any specific default by the Developer be considered or treated as a waiver of the rights of Agency or City with respect to any other defaults by the Developer or with respect to any particular default except to the extent specifically waived.

(b) Developer shall deliver to Agency or City within thirty (30) days after reconveyance of the Property, copies of all Project market research, design documents, engineering documents, proformas and financial projections prepared for Developer by unrelated third parties, and which Developer is authorized to release. Agency or City may use any of the foregoing documents in any manner that either deems appropriate the consent of any party having approval rights thereunder. Agency or City shall pay no compensation to Developer for the foregoing Project documents.

6.3 Developer's Post-Conveyance Remedies. If an Agency or City default (as described in Section 6.1.(b)) occurs after Agency and City convey the Property to Developer, Developer may specifically enforce the obligations of Agency or City under this Agreement or seek monetary damages against Agency or City. Notwithstanding the preceding sentence, Developer shall not seek incidental, indirect, consequential, exemplary, statutory or other special damages or damages for lost opportunity or profits from Agency or City in connection with Agency's or City's default.

6.4 Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of remedies set forth herein shall not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

6.5 Force Majeure.

(a) Neither a Party nor a Party's successor in interest shall be considered in breach of or in default with respect to any obligation under this Agreement if the delay in performance of such obligation is a result of conditions unforeseeable, beyond the Party's reasonable control, and without the Party's fault or negligence, including, events such as natural disasters (fire, flood, earthquake, storm, hurricane, or unusually severe weather), war, invasion, hostilities, terrorist activities, economic crises or significant economic downturns, epidemic, quarantine, blockage, embargo, labor dispute, strike, malicious mischief, or explosion ("Force Majeure"). As used

herein, the phrase "economic crises or significant economic downturns" means: (i) a decline of 4% or more in the gross domestic product of the United States of America over four consecutive quarters as reported by the official statistical agency for the United States of America; or (ii) an increase in the unemployment rate in the United States of America of 5 percentage points or more over a 6-month period, as reported by the official labor statistics bureau; or (iii) a decline of 15% or more in the S&P 500 Stock Index over a 3-month period; or (iv) an increase of the U.S. Treasury 10-year rate of greater than 150 basis points over a 3-month period; or (v) a downgrade of the U.S. sovereign credit rating by at least two major international credit rating agencies with in a 12-month period; or (vi) any other economic event or condition that the Parties mutually agree in writing constitutes an economic crisis or significant economic downturn.

(b) A Party asserting a Force Majeure as an excuse for failure to perform the Party's obligation must, within thirty (30) days after the Party becomes aware of the causes of any such Force Majeure, notify the other Party in writing of the cause or causes of the delay and estimated time of correction. The Party must thereafter do everything in its power to resume performance of the delayed obligation.

(c) Force Majeure will extend the time or times for performance of the Party's obligation for the period of the Force Majeure. In no event will the time or times for performance of an obligation be extended for more than 180 days in the aggregate.

SECTION 7 MORTGAGEE PROTECTION PROVISIONS

7.1 Construction Financing Documents. By the date specified in the Schedule of Performance, Developer shall provide the Agency with copies of the loan term sheets or written commitments from Developer's construction lender with respect to Developer's proposed financing for the development and construction of the Project. By the date specified in the Schedule of Performance, the Agency shall notify Developer that it either approves or disapproves the proposed financing terms for the Project. In the event the Agency fails or refuses to notify Developer of its approval or disapproval of the proposed financing terms by the date specified in the Schedule of Performance, the Agency shall be deemed to have approved such financing terms.

7.2 No Encumbrances Except for Project Development Purposes. Mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon Developer's fee interest in the Agency Property, the City Property or the DAR Property but only for the purpose of securing loans to be used for Project purposes, the terms of which shall be approved by the Agency in accordance with Section 7.1. Mortgages, deeds of trust, or other reasonable security instruments securing loans for construction of the Project are each referred to as a "**Security Financing Interest.**" The words "mortgage" and "deed of trust" as used in this Agreement include all other appropriate modes of financing real estate construction, and land development.

7.3 Effect of Revesting on Mortgages. Any reversion and revesting of the Property or any portion thereof in Agency or City pursuant to this Agreement shall always be subordinate to, subject to and limited by, and shall not defeat, render invalid, or limit in any way, any Mortgage.

7.4 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, except those that are covenants running with the Property, if any, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements in the Property or to guarantee such construction or completion; provided, however that nothing in this Agreement shall be deemed or construed to permit or authorize any such Mortgagee to devote the Property or any part thereof to any uses, or to construct any improvements thereon other than those uses or improvements provided or permitted in this Agreement.

7.5 Copy of Notice of Default to Mortgagee. If Agency or City delivers a notice or demand to Developer with respect to Developer's breach of this Agreement, Agency or City shall at the same time send a copy of such notice or demand to each Mortgagee approved by Agency or City, at the last address of such holder shown in the records of Agency or City. Failure of Agency or City to send a copy of such notice or demand to a Mortgagee shall not prevent or limit in any way Agency's or City's rights and remedies under this Agreement or create any liability for Agency or City.

7.6 Mortgagee's Options to Cure Defaults. After Developer's default of this Agreement and if Developer fails to cure or remedy said default within the required time period under Section 6.1(a), then each Mortgagee shall have thirty (30) days after passage of the latest date for Developer's cure or remedy of the default, to cure or remedy the default itself, if cure or remedy thereof is permitted by this Agreement. If a Mortgagee does cure or remedy the default within such thirty (30) day period, the Mortgagee may add the cost thereof to the Mortgage debt and the lien of its Mortgage, if permitted by its loan documents. If the default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the improvements, provided that the Mortgagee notifies Agency and City in writing of its intention to complete the Project according to the approved Drawings. Any Mortgagee who properly completes the Project shall be entitled to issuance of a Certificate of Completion, upon written request made to Agency following the procedures set forth in Section 3.4 above.

7.7 Amendments Requested by Mortgagee. Agency and City shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by a Mortgagee proposing to make a loan to Developer secured by a security interest in all or any part of the Property or the Project, provided that such proposed amendments or other agreements do not materially and adversely affect the rights of Agency or City or its interest in the Property.

SECTION 8 TRANSFER

8.1 Prohibition Against Transfer of Property, Developer Improvements and Assignment of Agreement. Except as otherwise provided herein, prior to the issuance by the Agency of the Certificate of Completion with respect to the Project, Developer shall not, without the prior written approval of Agency (which may not be unreasonably withheld)

(a) sell, transfer, or convey directly or indirectly, the whole or any part of the Property, or the buildings or structures thereon; or

(b) transfer, assign or convey this Agreement or the Developer's obligations hereunder with respect to the Property; provided, however, that notwithstanding the foregoing, the Developer shall be entitled to:

(i) enter into reservation agreements, pre-sale agreements, purchase and sale agreements, leases and other similar agreements with respect to portions of the Property so long as such agreements are documented on forms previously approved by the Agency; and

(ii) sell residential units pursuant to bona fide sales to third parties.

(c) Developer shall not permit either of Tom Henriod or Adam Davis to be removed as managers or managing members, if applicable, of Developer prior to the issuance of Certificate of Completion for the Developer Improvements, without the prior written consent of the Agency, which consent may not be unreasonably withheld, conditioned or delayed.

(d) Notwithstanding the foregoing or anything herein to the contrary, Developer may, without the Agency's or City's consent (but with written notice to Agency and City), assign this Agreement with a sale or transfer of title to all or any part of the Property: (i) to an entity that is directly or indirectly controlling or controlled by or under common control with Developer or that owns or controls at least 50% of the voting stock or interests of Developer; or (ii) a mortgagee or beneficiary of a deed of trust in connection with an assignment or transfer of this Agreement by foreclosure or deed or assignment in lieu of foreclosure, provided that assignee confirms and accepts in a signed writing the Developer's rights and duties.

8.2 These prohibitions shall not be deemed to prevent the granting of utility easements or permits to facilitate the construction of the Project.

SECTION 9 MISCELLANEOUS

9.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) Federal Express (or other established express delivery service which maintains delivery records), (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or other such addresses as the Parties may designate from time to time by written notice in the above manner:

To Agency: Redevelopment Agency of Murray City
 Attn: Chad Wilkinson, Deputy Executive Director
 10 East 4800 South, Second Floor
 Murray, Utah 84107

Redevelopment Agency of Murray City
Brett A. Hales, Executive Director
10 East 4800 South, Third Floor
Murray, Utah 84107

To City: Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

With copies to: Murray City Attorney
10 East 4800 South, Third Floor
Murray, Utah 84107

To Developer: Rockworth Companies
4655 South 2300 East, Suite #205
Holladay, UT 84117

With copies to: Holland & Hart LLP
222 S. Main Street, Ste. 2200
Salt Lake City, UT 84101
Attn: Brian Cheney

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

9.2 References. All references to “Section” or “Sections” contained herein are, unless specifically indicated otherwise, references to Sections of this Agreement. All references to “Exhibits” contained herein are references to Exhibits attached hereto, all of which are made part hereof for all purposes.

9.3 Captions; Headings. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

9.4 Number of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate.

9.5 Attorney's Fees. If a Party commences a legal or equitable proceeding to enforce any of the terms of this Agreement, then the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and actual costs from the other Party. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

9.6 Governing Law. This Agreement and all transactions contemplated hereunder and/or evidence hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

9.7 Venue. The Parties hereby agree that all actions to enforce the terms and provisions of this Agreement shall be brought and maintained only within the State of Utah and the Developer hereby consents to the exclusive jurisdiction of any court within the Third Judicial District of the State of Utah.

9.8 Amendments. This Agreement may be amended or supplemented only by an instrument in writing, executed by the Agency, City, and the Developer.

9.9 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.10 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.11 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

9.12 Survival. Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Agreement and the performance by each Party of its obligations hereunder.

9.13 Nonliability of Agency and City Officials and Employees. No member, official, or employee of the Agency or City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

9.14 Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

9.15 No Relationship. Nothing contained in this Agreement, nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between the Agency, its successors or assigns, or the Developer, its successors or assigns.

9.16 No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

9.17 Days. Unless otherwise specified in this Agreement, a reference to the word "days" shall mean calendar days. The term "business days" shall mean each day of the week except weekends and federal holidays during which the United States mail is not delivered.

9.18 No Waiver of Governmental Immunity. The Developer acknowledges that the Agency and City are political subdivisions of the State of Utah and as such are subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Ann. § 63-30-1 (the "Act"). No covenant, provision or agreement contained in this Agreement will be deemed to be a waiver of the rights of the Agency or the City under the Act.

9.19 Merger. This Agreement supersedes all prior agreements, and constitutes the entire agreement between the Parties with respect to the subject matter hereof and no modification or waiver will be effective unless in writing and signed by the Party to be charged. All documents and other matters required to be furnished by the Developer will be satisfactory in form and substance to counsel for the Agency.

9.20 Time of the Essence. Time is of the essence hereof.

9.21 Agreement to Run with the Land; Priority. This Agreement shall be recorded in the Official Records against the Agency Property, City Property, and the DAR Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property except as provided in Section 7. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 7 or Section 8.

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be duly executed as of the date first written.

AGENCY:

REDEVELOPMENT AGENCY OF MURRAY CITY

By _____
Diane Turner, Chair

ATTEST:

Brooke Smith
Agency Secretary, City Recorder

APPROVED AS TO CONTENT:

Chad Wilkinson
Deputy Executive Director

APPROVED AS TO FORM:

Murray City Attorney's Office

CITY:

MURRAY CITY

By _____
Brett A. Hales, Mayor

ATTEST:

Brooke Smith
City Recorder

APPROVED AS TO CONTENT:

Chad Wilkinson, CED Director

APPROVED AS TO FORM:

Murray City Attorney's Office

DEVELOPER:

ROCKWORTH COMPANIES, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A
(To Development Agreement)

Definitions

“Act” has the meaning specified in Section 1.3(a).

“Agency” has the meaning specified in Section 1.1.

“Agency Board” means the governing body of the Redevelopment Agency of Murray City consisting of the current members of the City Council.

“Agency Funds” means money that the Agency has collected or received, or money that the Agency will collect or receive for agency operations, implementing a project area plan or other agency purposes. For purposes of this Agreement, “Agency Funds” means only that money collected or received that is attributable to the Central Business District Project Area Plan.

“Agency Property” has the meaning specified in Section 1.4(b)(i).

“Agreement” means this Development Agreement and all exhibits, as amended from time to time.

“Applicable Requirements” means all federal, state and local laws, codes, ordinances, and regulations including, without limitation, building codes, and requirements of the City and all other governmental authorities that are applicable to the Project.

“Approved Plans and Specifications” has the meaning specified in Section 2.1(b).

“Boulevard Form District” means a form district or area within the Murray City Center Form Based Code, addressing the conditions and goals along the State Street corridor. For purposes of this Agreement, this form district includes property along state street and Fifth Avenue.

“Certificate of Completion” has the meaning specified in Section 3.4.

“City” and **“Community”** means Murray City.

“City Property” has the meaning specified in Section 1.4(b)(ii).

“Civic Center Form District” means a form district or area within the Murray City Center Form Based Code is applied to the geographic “civic heart” of the city center area. For purposes of this Agreement, this form district includes property, generally, west of the Boulevard Form District.

“Covered Parties” means the Agency, the City and their past, present, and future directors, officers, employees, representatives, and agents. “Covered Party” means one of these entities or individuals.

“DAR Property” has the meaning specified in Section 1.4(b)(iii).

“Design Development Drawings” has the meaning specified in Section 2.1(b)(ii).

“Developer” has the meaning set forth in the introductory paragraph and in Section 1.3(c).

“Developer Improvements” means the improvements to be constructed on the Property by the Developer as provided in this Agreement and as generally depicted on the Initial Plan.

“Effective Date” has the meaning specified in the first sentence of this Development Agreement.

“Final Construction Documents” has the meaning specified in Section 2.1(b)(iii).

“Force Majeure” has the meaning specified in Section 6.5.

“Hazardous Material” means any substance or material that is defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “acutely hazardous wastes,” “restricted hazardous waste,” “toxic substances,” or “known to cause cancer or reproductive toxicity” (or words of similar import), petroleum products (including crude oil or any fraction thereof), or any other chemical, substance, or material that is prohibited, limited, or regulated under any federal, state, or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources.

“Initial Plan” has the meaning specified in Section 2.1(b)(i).

“Material Change” means (i) with respect to any portion of commercial improvements, an increase or decrease in the square footage of such portion of commercial improvements by more than ten percent (10%) from that specified in the Initial Plan or Design Development Drawings, respectively, (ii) with respect to residential units in the Project, an increase or decrease in the number of such residential units by more than ten percent (10%) from that specified in the Initial Plan or Design Development Drawings, respectively, (iii) with respect to parking spaces, an increase or decrease in the number of parking spaces by more than ten percent (10%) from that specified in the Initial Plan or Design Development Drawings, respectively, (iv) a substitution of any materials or a change in design from that specified in the Initial Plan or Design Development Drawings, respectively, that decreases the total cost of the Project by more than ten percent

(10%), (v) a material change to the colors and exterior finishing materials from those shown on the approved Design Development Drawings or Final Construction Documents or (v) any other change in the Initial Plan or Design Development Drawings, respectively, that materially deviates from the uses of the Property contemplated in the Initial Plan or Design Development Drawings, respectively.

“Material Inducements” has the meaning specified in Section 1.3(c)(iii).

“Mortgage” means a mortgage, or a deed of trust, or other security agreement recorded in the Official Records.

“Mortgagee” means the mortgagee under a mortgage, the beneficiary under a deed of trust or the secured party under any security agreement recorded with respect to the Property or any portion thereof in the Official Records.

“Notice of Termination” has the meaning specified in Section 6.2(a).

“Official Records” means the official records of the Salt Lake County Recorder, State of Utah.

“Party” unless the context requires otherwise, means Agency, City, or Developer individually.

“Participation Agreement” has the meaning specified in Section 1.5(c).

“Parties” means the Agency, City, and Developer.

“Performance Bond or Irrevocable Letter of Credit” have the meanings specified in Section 4.2.

“Project” means the acquisition of the Property and the construction of the Developer improvements and as specified in Section 1.4(c).

“Project Area” means the geographic area described in the Amended Project Area Plan dated August 2, 2016 where the urban renewal set forth in the Project Area Plan will take place.

“Project Area Plan,” more formally, the **“Central Business District Project Area Plan”** means the written plan that, after its effective date, guides and controls the urban renewal activities within the Project Area referred to in Section 1.4(a).

“Property” has the meaning specified in Section 1.4(b).

“Schedule of Performance” means the respective times for the completion of the construction of the Developer Improvements set forth in Exhibit B-2 attached hereto.

“Scope of Development” means the description of the improvements to be built comprising the Project, attached hereto as Exhibit B-1 and as provided in Section 1.4(c).

“Security Financing Interest” has the meaning specified in Section 7.2.

“Status Verification System under the Utah Identity Documents and Verification Act” has the meaning specified in Section 3.6.

“Term” has the meaning specified in Section 1.11.

Exhibit B-1
(To Development Agreement)

Scope of Development

The Scope of Development addressed in this agreement pertains to the development of approximately **3.5 acres** located near the southwest corner of **State Street and 4800 South, Murray City, Utah**. The project, hereinafter referred to as "**the Development**," shall be constructed as a mixed-use project, specifically designed to fulfill the vision and stated objectives outlined within the City's General Plan and applicable zoning ordinances.

The proposed Development shall include, but is not limited to, the following components:

- Approximately 150 residential units;
- Approximately 48,600 square feet of retail/office space;
- Associated parking facilities, including approximately 32 public (City) spaces and approximately 394 private parking spaces, consisting of approximately 179 surface parking spaces and 247 underground parking spaces;
- Site improvements and amenities.

The Development will incorporate high-quality architectural design and standards, ensuring compatibility with and enhancement of the surrounding neighborhood's existing character and the City's broader vision for downtown revitalization. Additionally, the Development will include thoughtful and integrated site planning to promote cohesive functionality among various land uses, ensure strong pedestrian connectivity, provide appropriate buffering from adjacent properties, and maximize overall public benefit.

The primary purpose of this Scope of Development is to clearly establish the Developer's commitment to delivering a high-quality, sustainable development aligned with the City's objectives and community expectations related to economic vitality, sustainability, and aesthetic excellence.

Exhibit B-2

(To the Development Agreement)

Schedule of Performance

The following schedule is subject to change based upon the changes mutually approved in writing by the Parties and Events of Force Majeure. In addition, in the event of any conflict between the schedule and timing set forth in this Exhibit B-2 and the schedule and timing set forth in the text of the Agreement, the text of the Agreement shall prevail. Not by way of limitation of the foregoing, the failure of the City and/or Agency to approve or disapprove any item within the time frames set forth herein shall entitle the Developer to an extension of time on a day-for-day basis and not be construed as a breach or default by City and/or Agency.

DEVELOPMENT OF THE PROPERTY		
<u>No.</u>	<u>Provision/Description</u>	<u>Schedule/Timing</u>
1.	Closing on Purchase of DAR Property	Estimated to be April 30, 2025
2.	Initial Plan Approval	Approved by Agency and City as of the Effective Date of Development Agreement
3.	Submittal by Developer of Design Development Drawings including site plan with engineering, preliminary landscape plans, floor plans, elevations, tabulations, colors and materials	Within 90 days of the Effective Date of Development Agreement
4.	Completion of review by Agency and City of Design Development Drawings	Within 30 days after submittal by Developer
5.	Developer's Feasibility Period	120 days after the Effective Date of Development Agreement
6.	Contribution of Agency Property	Within 30 days after receipt of

	and City Property	Developer's Notice to Proceed
7.	Submittal by Developer of Final Construction Drawings for Building Permit	Within 180 days after approval of Design Development Drawings
8.	Completion of review by Agency and City of Final Construction Drawings and issuance of Building Permit	Within 60 days after submittal by Developer
9.	Commencement of construction of Project	Within 60 days after issuance of Building Permit
10.	Completion of construction of Project	Within 60 months after commencement
11.	Issuance of Certificate of Completion	Within 20 days after receipt of certificate from Developer and Architect that Project is complete as provided in Section 3.4(a)

EXHIBIT C
(To Development Agreement)

Project Area Plan



Murray City

Amended Project Area Plan

Central Business District

August 2, 2016

The Redevelopment Agency of Murray City has been presented with an opportunity to add significant economic development to the existing Murray Central Business District Urban Renewal Area (“Project Area”), to accelerate additional economic development in surrounding areas and to further the goals and objectives of the Life on State – Our Street Our Vision project. In order to facilitate this anticipated new development, the Agency desires to expand the existing tax increment collection area to include an additional 10.18 acres.¹

The Project Area Plan for the CBD was most recently amended in 2011 to reflect the significant changes that had taken place in the surrounding area - Fireclay to the north and the IHC development to the south. This 2016 Amendment is necessary in order to generate sufficient revenues to spur the development desired in the area for the current City Hall site. Therefore, the Agency desires to add the 10.18 acres surrounding the current City Hall to the tax increment collection area. No changes are being made to Project Area boundaries.

1. RECITALS OF PRECONDITIONS FOR AMENDING AN URBAN RENEWAL PROJECT AREA

- a. Pursuant to the provisions of §17C-2-102(2)(a) and (b) of the Act, Murray City has a planning commission and general plan as required by law; and
- b. Pursuant to the provisions of §17C-2-103, the Murray City Redevelopment Agency adopted a Project Area Plan for the CBD on June 1, 1982, as amended April 20, 1999, further amended in April 2011 and further amended on August 2, 2016.
- c. Pursuant to the provisions of §17C-2-102 of the Act, on the Agency’s own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and
- d. Pursuant to the provisions of §17C-2-102 of the Act, the Agency will conduct one or more public hearings for the purpose of informing the public about the proposed Amended Project Area Plan, allowing public input into the Agency’s deliberations and considerations regarding the proposed Project Area Plan
- e. Pursuant to the provisions of §17C-2-102 of the Act, the Agency has allowed opportunity for input on the draft Amended Project Area Plan from the State Board of Education and each taxing entity and has made a draft Amended Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the plan hearing and will hold a public hearing on the draft Amended Project Area Plan on August 2, 2016.

2. DEFINITIONS

As used in the Amended Project Area Plan:

- a. The term “**Act**” shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

¹ The expanded tax increment area covers 10.15 acres, including roads. The parcels that are included in the expanded tax increment collection area total 9.55 acres, as shown in Appendix B.

- b. The term "**Agency**" shall mean the Redevelopment Agency of Murray City as designated by the City to act as the redevelopment agency, a separate body corporate and politic.
- c. The term "**Amended Project Area Plan**" shall mean the written plan that, after its effective date, guides and controls the urban renewal activities within the Project Area. In most contexts, Project Area Plan refers to this document and all of the attachments to this document.
- d. The term "**Base taxable value**" shall mean the taxable value of the property within the Project Area from which tax increment will be collected, as currently shown by the County for the existing collection area, and as calculated in this Plan for the expanded collection area. The base taxable value for the expanded collection area is based on the 2015 taxable value for that area.
- e. The terms "**City**" and "**Community**" shall mean Murray City.
- f. The term "**Expanded Area**" shall mean the additional tax increment collection area of 9.54 acres shown in Appendix A, with parcels listed for the collection area in Appendix B.
- g. The term "**Legislative body**" shall mean the City Council of Murray City.
- h. The term "**Plan hearing**" shall mean the public hearing on the draft Amended Project Area Plan required under Subsection 17C-2-201.
- i. The term "**Project Area**" shall mean the geographic area described in the Amended Project Area Plan dated August 2, 2016 where the urban renewal set forth in this project area plan will take place.
- j. The term "**Project Area Budget**" shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the urban renewal project area that includes:
 - i. the base taxable value of property in the Project Area;
 - ii. the projected tax increment expected to be generated within the Project Area;
 - iii. the amount of tax increment expected to be shared with other taxing entities;
 - iv. the amount of tax increment expected to be used to implement the Project Area Plan; and
 - v. the tax increment expected to be used to cover the cost of administering the Project Area Plan.
- k. The term "**Taxes**" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- l. The term "**Taxing entity**" shall mean a public entity that levies a tax on property within the Project Area.
- m. The term "**Taxing Entity Committee**" shall mean a committee representing the interests of taxing entities and consists of two representatives appointed by the Murray School District, one representative appointed by the State Board of Education, two representatives appointed by Salt Lake County, two representatives appointed by Murray City, and one representative selected by the majority vote of the legislative bodies or governing boards of all other taxing entities.
- n. The term "**Tax increment**" shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area designated in the Amended Project Area Plan as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

3. DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA [17C-2-103(1)(a)]

a. Map of the Project Area

The map of the Project Area is attached as Appendix "A" and incorporated herein. The general boundaries of the Project Area are fairly irregular, but stretch from 5400 South at the southern end to 4700 South on the north; and from I-15 on the west to approximately 60 East.

The map showing the existing and expanded collection areas is included as part of Appendix "A" and incorporated herein.

4. GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE URBAN RENEWAL [17C-2-103(1)(b)]

a. General Land Uses

Principal land uses in the area are commercial and civic, with some residential. The following table summarizes the approximate acreage of existing land uses by land use type, not including roads, railroads, etc.

TYPE	ESTIMATED ACRES
Commercial	84.5
Exempt	42.4
Flex	10.75
Industrial	12.23
Office	28.8
Other	0.57
Residential	13.25
Vacant	9.2
Subtotal	201.7

Although there are approximately 264 acres within the project area boundaries, roughly 62 of the acres are classified as roads or railroads; therefore the combined parcel acreage only totals about 202 acres. This Amended Plan adds 10.18 acres to the tax increment collection area, bringing the total number of tax increment collection acres to 80.17.

b. Layout of Principal Streets

The principal streets are State Street, Vine and 4800 South. Principal streets are shown on the map attached as Appendix A.

c. Population Densities

The area population can be characterized as low-density. There are approximately 25 residential parcels on 13.3 residentially-classified acres that are located within the 264 acres that comprise the Project Area. None of these residential parcels are classified as multi-family parcels or units. With an average household size of 2.56 persons,² this results in an estimated population of approximately 94 persons, with a density of 0.24 persons per acre.

² ACS 5-year Estimate (2014)

d. Building Intensities

Buildings in the area are generally single or two-story commercial structures. There are some detached single-family structures and duplexes throughout the Project Area. As part of the proposed Master Plan, density will be increased and building intensities will increase significantly.

e. Impact of Urban Renewal on Land Use, Population Densities and Building Intensities

Urban Renewal will be comprised of the development of some vacant land and the redevelopment of underutilized areas in the Project Area. This will include improvements to infrastructure in areas that are currently developed, as well as areas that could potentially be developed.

- i. Land Use – The vision of Murray City for this redevelopment area is to:
 - a) Enhance the integrity of Murray City;
 - b) Create a vibrant neighborhood;
 - c) Provide attractive architecture and streetscape;
 - d) Capitalize on transit opportunities;
 - e) Increase opportunities for growth; and
 - f) Set a standard for sustainability.
- ii. Promote Transit Oriented Development (“TOD”) in this area. Consistent with TOD, over time commercial and residential mixed use development will occupy a larger share of the area’s acreage. Additionally, a portion of the Project Area’s land will be developed into green spaces to be used for gathering places, public open space and to enhance the beauty of the area.
- iii. Population Densities - As development of vacant and underutilized land occurs and a variety of housing options become available, population densities will increase. This increase in population density will enhance existing “neighborhoods” that will restore the economic and social vibrancy of the area.
- iv. Building Densities – As stated above, building densities will increase as some of the planned development will be multi-story structures for both residential and nonresidential areas. This will increase housing affordability in the area and will provide additional housing opportunities within walking distance of mass transit.

5. STANDARDS GUIDING THE URBAN RENEWAL [17C-2-103(1)(c)]

In order to provide maximum flexibility in the development of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City’s General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the RDA, other applicable building codes and ordinances of the City; and, as required, review and recommendation of the Planning Commission and approval by the Agency.

Each redevelopment proposal by an owner participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of redevelopment proposed, including land coverage, setbacks, height and massing of buildings, off-

street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

The general standards that will guide the Urban Renewal area are as follows:

a. Provide an Attractive Urban Environment

The Murray CBD development will create an attractive urban environment with diverse and complementary uses such as retail, professional services, housing, and employment opportunities, all in close proximity to transit. A mixed-use environment will create the vitality and round-the-clock activities associated with active urban environments, and reinforce the vibrancy of shopping and employment destinations.

b. Blend Harmoniously With Adjoining Areas

The Murray CBD Project Area is designed to provide continuity in land use, mobility networks, and urban design with adjoining areas.

To the north of the Murray CBD is Murray City's Fireclay RDA. The master plan for this area includes transit-oriented development, establishment of an interior street grid, an open space corridor and park space along Big Cottonwood Creek, as well as a mix of land uses.

Similarly, to the south of the CBD is the regional Intermountain Health Care (IHC) hospital.

The land uses, road and pedestrian networks, and open space systems of the Murray CBD blend with these adjacent areas in order to create one continuous development footprint. In short, the mixed use type of development slated for this area is an ideal blend with the Fireclay development to the north and the IHC development to the south.

c. Provide For Open Space

Open space allocation is critical in dense urban development. Open space creates opportunities for residents and visitors to enjoy the natural environment, offers visual relief from a densely-developed urban fabric, and provides avenues for a variety of recreation experiences. The intent is to add additional trails, open space and bridge walkway connections in the area.

d. Support Transit Use

One hundred percent of the Murray CBD is located within 0.75 miles of existing and planned TRAX stations, with 57 percent falling within a 0-0.5 mile radius. In addition, a Bus Rapid Transit (BRT) line is proposed to run along State Street into Downtown Salt Lake City, along with east-west connector routes. TRAX stations, BRT, and the bus routes along State Street will encourage and facilitate the use of public transit and reduce dependence on automobile transit, thus making the area attractive to a wider variety of residents, employees and visitors. The City recently adopted a locally-preferred alternative for BRT that will provide connections to the Downtown from the west.

e. Create a Walkable Community

Transit proximity increases the walkability of the area. It offers opportunities for reduced parking requirements and higher density development as much of the population movement can be served by public transit. Other provisions to encourage walkability within the RDA include smaller blocks, a gridded street system, and mixed uses. More detailed site plans and design guidelines should include the following requirements:

- Pedestrian-friendly features and amenities including trash receptacles, bicycle racks, benches, and pedestrian-oriented street lighting;
- Wide sidewalks and buffers from moving traffic;
- On-street parking;
- Landscaping and street trees;
- Pedestrian-oriented signage;
- Walkable urban design including first floor retail, permeable solid to void ratios, buildings and entrances oriented to the street, parking behind or to the sides of buildings; and
- Human scale architecture.

6. HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY URBAN RENEWAL [17C-2-103(1)(d)]

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality development and improve existing private and public structures and spaces. This enhancement to the overall living environment and the restoration of economic vitality to the Project Area will benefit the community, the County and the State. A list of the property owners in the Project Area is shown in the Appendix as Exhibit "C."

The purposes of the Act will be attained as a result of the proposed Urban Renewal Project by accomplishing the following items:

a. The Provision for Residential, Commercial, Public or Any Combination of These Uses

The Amended Project Area Plan allows for a mixed-use development containing commercial, residential, retail, civic, and office uses. Increased employment in the Project Area will create new jobs that will benefit residents throughout the Salt Lake Valley.

b. The Provision of Public or Private Recreation Area and Other Public Grounds

The proposed redevelopment project will enhance the City's open space and trails network, especially along Little Cottonwood Creek. The potential exists for open space connections with the Creek and Downtown.

c. Provision of Private or Public Infrastructure

The proposed redevelopment project will provide parking infrastructure in an area that has inadequate parking to serve the planned development in the area, including an arts complex and other civic uses. Additionally, the redevelopment project will reduce traffic and pedestrian hazards through appropriate site access, signage, sidewalks and parking.

7. CONFORMANCE OF THE PROPOSED REDEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN [17C-2-103(1)(e)]

The proposed redevelopment area is consistent with Murray City's General Plan which identifies the following objectives for the downtown area:

- Creating large, mixed-use districts in the City core to accommodate a range of commercial and residential uses. Mixed-use development will also support redevelopment and densification, maximize the advantage supplied by TRAX and commuter rail proximities, and help create a more diverse and responsive core district.
- Encouraging mixed-use development in the Historic Downtown area to help stabilize the unique neighborhood profile and increase 24-hour activity in the area. Land uses in adjacent residential

areas should also be stabilized to support the historic nature of the area, and the Historic Residential Area east of Historic Downtown should support mixed uses.

- Mixed use development should be encouraged around the IHC site and Historic Downtown to help create a more thriving city center and entertainment district, and to provide downtown housing options.
- Current efforts to transform Historic Downtown into a cultural center should continue, but not necessarily as a major source of tax revenue. The fine-grain streets, historic character, existing entertainment uses and unique State Street setting should be maintained in an effort to make Historic Downtown a unique, pedestrian-oriented cultural destination.
- Existing uses along State Street should be cleaned up and beautified.
- State Street should be enhanced to become the main connector between hospital and medical uses, auto dealerships, and Fashion Place Mall. New entertainment and office uses should be encouraged throughout the State Street area.
- State Street north of 4800 South should be redeveloped as part of the Historic Downtown mixed use neighborhood.

This Urban Renewal modification will conform to the community's general plan by supporting the following objectives:

- a. Develop communities with quality urban design that encourage social interaction and support family community relationships, as well as healthy, active lifestyles;
- b. Promote land use patterns that provide a high quality of life to all and offer a choice of mobility;
- c. Promote the development of viable commercial, employment and activity centers to serve the community;
- d. Provide diverse housing choices for a variety of needs and income levels;
- e. Provide public facilities and services that reflect the needs of the community; and
- f. Preserve the County's natural resources.

8. HOW PROPOSED REDEVELOPMENT ACTIVITIES WILL REDUCE OR ELIMINATE BLIGHT [17C-2-103(1)(f)]

The Redevelopment Agency of Murray City made a finding of blight within the boundaries of the Project Area. It is the purpose of this urban renewal plan to reverse the downward economic trend by reducing the barriers to new investment.

The proposed redevelopment will provide the increased funding necessary to prepare the area for development activities and reduce blight in the following ways:

- a. Provide funds for infrastructure to enhance opportunities for arts facilities, hospital and other large, regional facilities;
- b. Allow for the assemblage of large lots, rather than small, piecemeal development;
- c. Provide funds for parking structures;
- d. Provide funds for new moderate and low-income housing, thereby reducing physical dilapidation and unsafe conditions in residential areas by mitigating site improvement costs;
- e. Promote redevelopment of underutilized property by:

- i. Providing funds to encourage the development of vacant and underutilized parcels;
- ii. Provide funds for higher density mixed-use development. These developments will encourage a higher volume of extended-hour human activity, resulting in safer neighborhoods and communities; and
- iii. Provide funds to improve inadequate street lighting.

- f. Provide monetary incentives for current landowners who wish to upgrade or redevelop existing structures;
- g. Provide parking infrastructure to facilitate increased density of commercial development, as well as a performing arts center;
- h. Increase the connectivity, walkability and access within and to the area by providing funds for sidewalks, walking bridge facilities and connector roads; and
- i. Increase the sense of pride in the community by providing funds for parks, trails and other public gathering places.

9. DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED URBAN RENEWAL [17C-2-103(1)(g)]

The City is currently working with the JR Miller Group to redevelop the current City Hall site and signed an Exclusive Development Agreement with them in November 2015. It is anticipated that this site would be redeveloped with office, retail and residential space. Further development on the east side of State Street would spur related development on the west side of State Street.

10. USE OF EMINENT DOMAIN

The Agency will not use eminent domain as part of this Amended Project Area Plan.

11. METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE URBAN RENEWAL AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS [17C-2-103(1)(h)]

In November 2015, the City signed an Exclusive Development Agreement with the JR Miller Group to redevelop the current City Hall site. This group was chosen because they approached the City with a viable plan for redevelopment that fits well with the City's vision for redevelopment of the downtown area.

12. REASON FOR SELECTION OF THE PROJECT AREA PROCESS [17C-2-103(1)(i)]

- a. The study area was originally selected because it is not economically sustainable and is showing increasing signs of neglect and disrepair. Currently, no significant investment from the private sector is occurring, no rehabilitation of facilities is taking place and there is no significant new construction in the area.
- b. Due to the existence of blighted conditions, including the lack of private investment in the area, and market conditions, the Project Area will likely not develop through normal market means; and
- c. Inadequate infrastructure, including a lack of parking supporting the Project Area, will likely impede development through normal market means.

13. DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA PROCESS [17C-2-103(1)(j)]

- a. Physical Conditions

The Project Area consists of approximately 264 acres of relatively flat, publicly and privately owned land as shown on the Survey Area map. The general boundaries of the Project Area are fairly irregular, but stretch from 5400 South at the southern end to 4300 South on the north; and from I-15 on the west to approximately 60 East. Almost all of the area is developed, with only 9.2 acres listed as vacant on the County Assessor's tax rolls.

b. Social Conditions

The Project Area suffers from a lack of social connectivity and vitality. Residential units are randomly mixed among commercial development. There are currently no parks, libraries, or other social gathering places in the Project Area.

c. Economic Conditions

The area has suffered from a lack of reinvestment related to: 1) blight; and 2) the need for additional and updated infrastructure in the area.

14. DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA [17C-2-103(1)(k)]

Tax incentives in this Amended Plan are identified for a parking structure, lot assemblage through the aggregation of smaller parcels, and the elimination of blight. In general, tax incentives may be offered to achieve the Urban Renewal goals and objectives of this plan, specifically to:

- a) Reduce or eliminate blight;
- b) Reduce crime;
- c) Foster and accelerate economic development;
- d) Stimulate job development;
- e) Promote the use of transit and the walkability of the area and capitalize on transit opportunities;
- f) Promote open space and public gathering spaces in the downtown; and
- g) Promote LEED or sustainable development.

15. EXISTING BUILDINGS AND HISTORICAL BUILDINGS [17C-2-103(1)(m)]

If there are existing buildings in the Project Area which would qualify as historical buildings, the City would work to incorporate them in the project area, or if consideration is given to removing them, the City would require adherence to local ordinances.

16. THE BENEFIT OF ANY FINANCIAL ASSISTANCE OR OTHER PUBLIC SUBSIDY PROPOSED TO BE PROVIDED BY THE AGENCY [17C-2-103(1)(l) AND 17C-2-103(2)(a)]

a. (i) An Evaluation of the Reasonableness of the Costs of the Urban Renewal [17C-2-103(2)(a)(i)]

- i. The Agency believes that the additional development will result in increased revenues to the County and other taxing entities through: 1) additional property tax valuation and revenue; and 2) through additional business growth and job creation that will generate increased income tax, corporate franchise tax and sales tax revenues to State and local governments. Without public assistance, this area will experience declining property values, and businesses may see sales decrease.
- ii. The cost of the public improvements to be constructed in the Project Area may need to be borne by developers, repayable in whole or in part with a portion of the Agency's share of the tax increment generated in the Project Area. Public assistance is needed in order to place this area on a level playing field with other potential development areas, and to make this area competitive with other sites throughout the valley. This area suffers from blighted properties, the need for demolition of some structures before

construction can occur, and small lot sizes with multiple and dispersed ownership of parcels. Without some form of public assistance, conditions will continue to deteriorate and values will decline further in the area.

- iii. The Agency believes that the cost estimates shown in the Amended Project Area Budget are reasonable and provide the basis for the Agency to proceed with the proposed development as part of its Urban Renewal activities in the Project Area. The cost estimates reflect the Agency's current best estimates of current and future costs and revenues based upon estimates and projections that may change during the life of the Project Area Budget.

b. (ii) Efforts the Agency or Developer Has Made or Will Make to Maximize Private Investment [17C-2-103(2)(a)(ii)]

The Agency proposes to use tax increment as an incentive to private developers to encourage and maximize private investment in the development of the Project Area. The Agency has requested competitive bids for development of key sites within the Project Area. The competitive bid process itself will encourage private investment.

c. (iii) Rationale for Use of Tax Increment Including Whether the Proposed Development Might Reasonably be Expected to Occur in the Foreseeable Future [17C-2-103(2)(a)(iii)]

Tax increment financing is a tool used for financing and stimulating urban economic development in areas where economic activity is stagnant or declining. A project that provides significant public amenities in the form of an arts center and that significantly improves underutilized property will need public assistance. Demolition costs for the clearing of existing property will be significant and will not allow development to go forward on an even playing field with other locations unless some form of financial incentives occur. Further, the large amount of infrastructure needed to service regional public facilities cannot be fairly absorbed by the remaining private development in the area.

d. (iv) Estimate of the Total Amount of Tax Increment that will be Expended in Undertaking Urban Renewal and the Length of Time for which it will be Expended [17C-2-103(2)(a)(iv)]

It is estimated that approximately \$17.5 million of tax increment will flow to the Redevelopment Agency over the period extending from 2016 to 2034, assuming the addition of the expanded collection area. See Project Area Budget for more details.

17. ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE URBAN RENEWAL [17C-2-103(2)(b)]

a. (i) The Beneficial Influences Upon the Tax Base of the Community 17C-2-103(2)(b)(i)]

The beneficial influences upon the tax base of Murray City and the other taxing entities will include increased property tax revenues. These increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.). Office and retail development include personal property values, as well as real property valuation (i.e., land and buildings).

Retail development in the area will increase sales tax revenues to Murray City and Salt Lake County as local option point-of-sale tax revenue. Job growth in the Project Area will result in increased wages which will result in more local purchases which will benefit existing businesses in the area. Job growth will also result in increased income taxes paid. Business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity in the area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

b. (ii) The Associated Business and Economic Activity Likely to be Stimulated [17C-2-103(2)(b)(ii)]

Other business and economic activity likely to be stimulated includes increased spending by residents and employees in the immediate Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the direct spending of the additional residents and employees in the area.

Business will likely make purchases that may eventually result in increased employment opportunities in areas such as the following: office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, and office and printing services.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these purchases will occur within close proximity to the workplace (assuming the services are available).

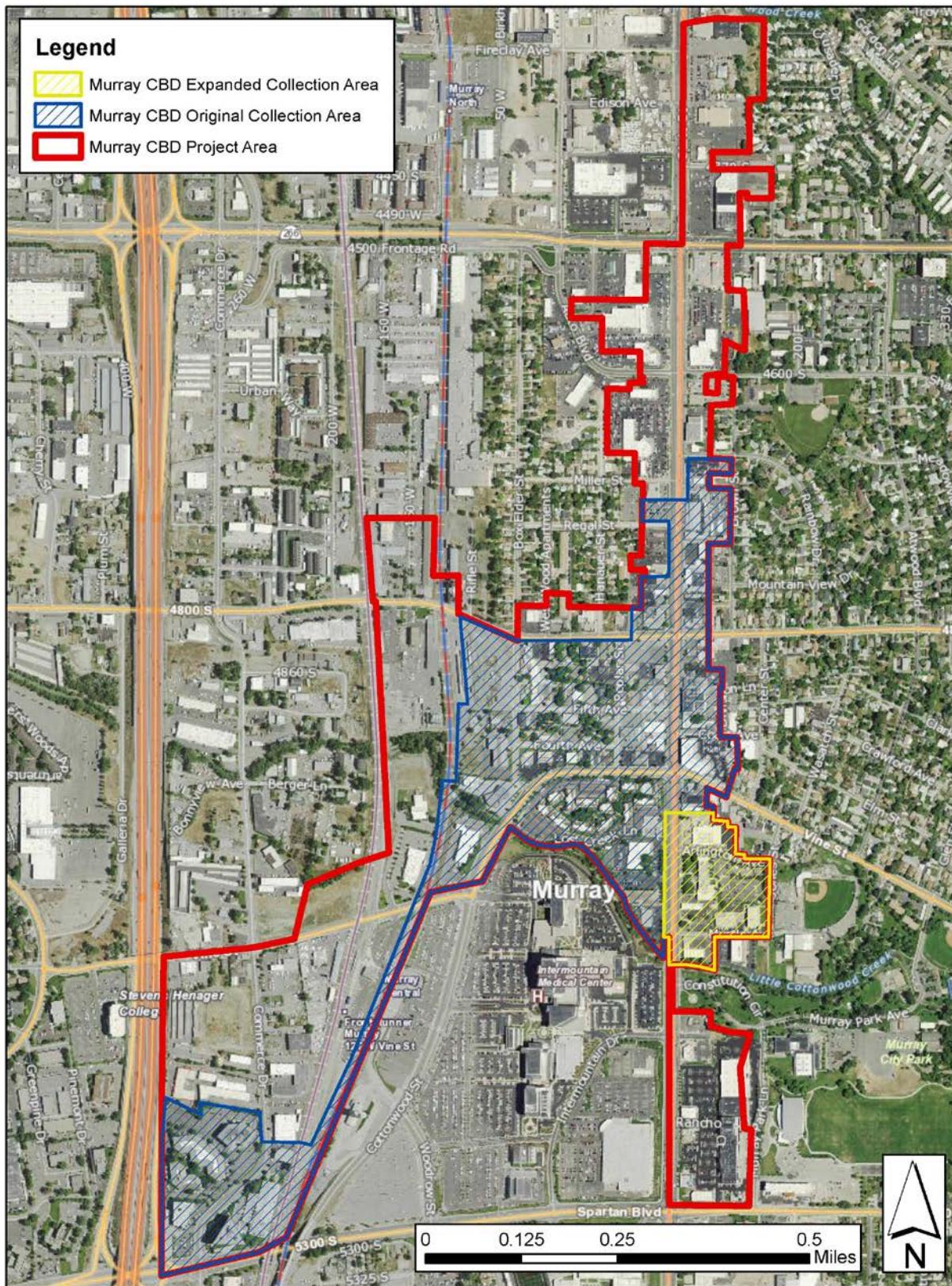
Residents will likely make convenience purchases close to home, again assuming that desired goods and services are available. These purchases include items such as: food, convenience foods, personal services, video rentals, etc.

c. (iii) Whether the Adoption of the Project Area Plan is Necessary and Appropriate to Reduce or Eliminate Blight [17C-2-103(2)(b)(iii)]

Demolition costs for the clearing of existing underutilized and blighted properties will be significant and will not allow development to go forward on an even playing field with other locations unless some form of financial incentives occur. Further, the large amount of infrastructure needed to service regional public facilities cannot be fairly absorbed by the remaining private development in the area.

This project is necessary and appropriate to further the community's goals of the reduction of blight in the area. This plan is necessary to remove blighted properties and to improve infrastructure in the area in order to make it a competitive development site at a key location in the middle of the Salt Lake Valley. Improvement of this area will spur development in surrounding areas as well.

APPENDIX A: Map of Tax Collection Areas



APPENDIX B: Parcels in Expanded Tax Collection Area

PARCEL ID	TAX DISTRICT	ACRES	2015 TAXABLE VALUE	COLLECTION AREA	LEGAL DESCRIPTION
22071570180000	21I	0.01	\$0	Expanded	BEG ON E SIDE OF STATE ST 898.92 FT E & 405.24 FT S FR NW COR LOT 2 SEC 7 T 2S R 1E S L M; E 150 FT; S 4.2 FT; S 89^ 50' W 135.68 FT; NW'LY ALG CURVE TO R 16.078 FT TO BEG. 0.01AC 5229-964
22071570200000	21I	0.38	\$852,500	Expanded	BEG 12.62 CHS E & 441 FT N FR SW COR OF NW 1/4 SEC 7, T 2S, R 1E, S L M; N 92 FT; E 246 FT; S 92 FT; W 246 FT TO BEG LESS STREET 0.38 AC. 282-530. 4472-0991 679-0162 6243-1760
22071570210000	21I	0.21	\$177,200	Expanded	BEG ON E SIDE OF STATE ST 896.1 FT E & 392 FT N FR SW COR LOT 2 SEC 7 T 2S R 1E SL MER N 49 FT; E 180 FT; S 49 FT; W 180 FT TO BEG. 0.21 AC. 282-530 1271-0477,0478 5456-0054 6864-1940 8396-460 10136-1060
22071570220000	21I	0.19	\$185,600	Expanded	COM 896 FT E & 347 FT N FR SW COR LOT 2 SEC 7 T 2S R 1E SL MER E 180 FT N 45 FT W 180 FT S 45 FT TO BEG 0.19 AC 5427-1482 6337-1691 6693-0330 6937-2399 6937-2402 6951-1255 6951-1260 6323- 1097 8061-0825 8193-1199
22071570400000	21I	1.59	\$0	Expanded	BEG E 1076.1 FT & N 520.34 FT FR W 1/4 COR SEC 7, T 2S, R 1E, SLM; E 400.64 FT; N 184.98 FT; W 405.5 FT M OR L; S 173.34 FT M OR L TO BEG. 1.59 AC M OR L. 6315-2498
22071570430000	21I	4.24	\$0	Expanded	BEG E 896.10 FT & N 520.34 FT FR THE W 1/4 COR OF SEC 7, T 2S, R 1E, SLM; N 347.82 FT; E 352.84 FT M OR L; S 64^10' E 34.56 FT; SE'LY ALG A 143.70 FT RADIUS CURVE TO THE L 51.66 FT; E 164 FT M OR L; S 318.02 FT M OR L; W 585.5 FT M OR L TO BEG. LESS STREET. 4.24 AC M OR L. 7130-2995,2996,2997
22071570454001	21	0.70	\$0	Expanded	BEG S 63^04'40" E 255.28 FT & S 37.01 FT FR A SALT LAKE CO MON, SD COUNTY MON BEING E 832.39 FT & S 1181.11 FT FR NW COR SEC 7, T 2S, R 1E, SLM; S 0^05'15" W 167.76 FT; S 88^20'54] E 46.35 FT; S 0^05'15" W 48.47 FT; S 86^30' E 101.55 FT; S 0^05'15" W 40.68 FT; E 54.85 FT; S 0^05'15" W 186.35 FT; W 14.11 FT M OR L; N 64^10' W 58.14 FT; NW'LY ALGCURVE TO L 83.36 FT; W 67.29 FT; N 4.2 FT; W 150 FT; N 0^05'15" E 233.85 FT; E 142.56 FT; N 0^05'15" E 57.49 FT; E 6.85 FT; N 0^05'15" E 118.04 FT; S 63^04'40" E 13.93 FT TO BEG. LESS THAT PORTION INSIDE C.B.D. NEIGHBORHOOD DEV PLAN. 0.70 AC M OR L.
22071570454002	21I	1.19	\$0	Expanded	BEG S 63^04'40" E 255.28 FT & S 37.01 FT FR A SALT LAKE CO MON, SD COUNTY MON BEING E 832.39 FT & S 1181.11 FT FR NW COR SEC 7, T 2S, R 1E, SLM; S 0^05'15" W 167.76 FT; S 88^20'54] E 46.35 FT; S 0^05'15" W 48.47 FT; S 86^30' E 101.55 FT; S 0^05'15" W 40.68 FT; E 54.85 FT; S 0^05'15" W 186.35 FT; W 14.11 FT M OR L; N 64^10' W 58.14 FT; NW'LY ALGCURVE TO L 83.36 FT; W 67.29 FT; N 4.2 FT; W 150 FT; N 0^05'15" E 233.85 FT; E 142.56 FT; N 0^05'15" E 57.49 FT; E 6.85 FT; N 0^05'15" E 118.04 FT; S 63^04'40" E 13.93 FT TO BEG. LESS THAT PORTION OUTSIDE C.B.D. NEIGHBORHOOD DEV PLAN. 1.19 AC M OR L.
22071580010000	21I	1.04	\$776,700	Expanded	BEG 896 FT E & 131.5 FT N FR SW COR LOT 2 SEC 7 T 2S R 1E S L M; N 175.5 FT E 228.54 FT S 221 FT TO CREEK NW'LY DOWN CREEK TO BEG 1.04 AC M OR L 4855-0918 5906-2248 6835-1702 8248-1341 9267- 9178 9822-3618

APPENDIX C: Owners of Parcels in Expanded Tax Collection Area

PARCEL ID	COLLECTION AREA	OWNER NAME	OWNER NAME CONTINUED
22071570180000	Expanded	MURRAY CITY CORPORATION	
22071570200000	Expanded	JAISCO PROPERTIES LLC	
22071570210000	Expanded	MONKEYBEAN STATE LLC	
22071570220000	Expanded	5063 SOUTH STATE, LLC	
22071570400000	Expanded	MURRAY CITY SCHOOL DISTRICT	
22071570430000	Expanded	REDEVELOPMENT AGENCY OF	MURRAY CITY
22071570454001	Expanded	UNITED STATES POSTAL SERVICE	
22071570454002	Expanded	UNITED STATES POSTAL SERVICE	
22071580010000	Expanded	FREEZE, SHERMAN G; TRS ET AL	

	Year 2 2017 TOTAL 2016	Year 3 2018 2017	Year 4 2019 2018	Year 5 2020 2019	Year 6 2021 2020	Year 7 2022 2021	Year 8 2023 2022	Year 9 2024 2023	Year 10 2025 2024	Year 11 2026 2025	Year 12 2027 2026	Year 13 2028 2027	Year 14 2029 2028	Year 15 2030 2029	Year 16 2031 2030	Year 17 2032 2031	Year 18 2033 2032	Year 19 2034 2033	Year 20 2035 2034	
Base Year Values																				
Existing Base Taxable Value	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888	\$4,449,888		
Expanded Base Taxable Value - East Side Only	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000	\$1,992,000		
Total Base Year Value	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888	\$6,441,888		
Incremental Values																				
Existing Incremental Value	\$92,195,463	\$97,994,184	\$99,530,845	\$101,090,556	\$102,673,662	\$104,280,516	\$105,911,472	\$107,566,892	\$109,247,144	\$110,952,599	\$112,683,637	\$114,440,639	\$116,223,997	\$118,034,106	\$119,871,366	\$121,736,184	\$123,628,975	\$125,550,158	\$127,500,159	
West - Incremental Growth (does not take out base year value)	\$0	\$14,120,833	\$28,241,667	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500		
East - Expanded Area Incremental Growth (subtracts base yr value)	\$0	\$0	\$13,019,667	\$28,031,333	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000	\$43,043,000		
Total Incremental Value	\$92,195,463	\$112,115,017	\$140,792,178	\$171,484,389	\$188,079,162	\$189,686,016	\$191,316,972	\$192,972,392	\$194,652,644	\$196,358,099	\$198,089,137	\$199,846,139	\$201,629,497	\$203,439,606	\$205,276,866	\$207,141,684	\$209,034,475	\$212,905,659		
Total Assessed Values																				
Existing Assessed Value	\$96,645,351	\$102,444,072	\$103,980,733	\$105,540,444	\$107,123,550	\$108,730,404	\$110,361,360	\$112,016,780	\$113,697,032	\$115,402,487	\$117,133,525	\$118,890,527	\$120,673,885	\$122,483,994	\$124,321,254	\$126,186,072	\$128,078,863	\$130,000,046	\$131,950,047	
West - Assessed Value (same as incr because base already included)	\$0	\$14,120,833	\$28,241,667	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500	\$42,362,500		
East - Expanded Assessed Value	\$0	\$1,992,000	\$15,011,667	\$30,023,333	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000	\$45,035,000		
Total Assessed Value	\$96,645,351	\$118,556,905	\$147,234,066	\$177,926,277	\$194,521,050	\$196,127,904	\$197,758,860	\$199,414,280	\$201,094,532	\$202,799,987	\$204,531,025	\$206,288,027	\$208,071,385	\$209,881,494	\$211,718,754	\$213,583,572	\$215,476,363	\$217,397,546	\$219,347,547	
Taxing Entity Contribution																				
Salt Lake County	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Murray City School District	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Murray City	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
South Salt Lake Valley Mosquito Abatement	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Central Utah Water Conservancy	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Incremental Tax Revenues to Taxing Entities - Total																				
Salt Lake County	\$2,479,290	\$64,975	\$79,013	\$99,223	\$120,854	\$132,549	\$133,681	\$134,831	\$135,997	\$137,181	\$138,383	\$139,603	\$140,842	\$142,098	\$143,374	\$144,669	\$145,983	\$147,317	\$148,671	\$150,045
Murray City School District	\$6,232,086	\$163,324	\$198,612	\$249,413	\$303,785	\$333,182	\$336,029	\$338,918	\$341,851	\$344,827	\$347,848	\$350,915	\$354,027	\$357,187	\$360,393	\$363,648	\$366,951	\$370,305	\$373,708	\$377,162
Murray City	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
South Salt Lake Valley Mosquito Abatement	\$16,710	\$438	\$533	\$669	\$815	\$901	\$909	\$917	\$925	\$933	\$941	\$949	\$958	\$966	\$975	\$984	\$993	\$1,002	\$1,011	
Central Utah Water Conservancy	\$356,195	\$9,335	\$11,352	\$14,255	\$17,363	\$19,043	\$19,206	\$19,371	\$19,538	\$19,709	\$19,881	\$20,057	\$20,234	\$20,415	\$20,598	\$20,784	\$20,973	\$21,165	\$21,359	\$21,557
TOTAL	\$9,084,281	\$238,072	\$289,509	\$363,561	\$442,816	\$485,667	\$489,817	\$494,028	\$498,303	\$502,642	\$507,046	\$511,516	\$516,053	\$520,658	\$525,332	\$530,076	\$534,892	\$539,779	\$544,740	\$549,776
Incremental Tax Revenues to Taxing Entities - West Only																				
Salt Lake County	\$507,535	\$0	\$9,952	\$19,903	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855	\$29,855		
Murray City School District	\$1,275,768	\$0	\$25,015	\$50,030	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	\$75,045	
Murray City	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
South Salt Lake Valley Mosquito Abatement	\$3,421	\$0	\$67	\$134	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	\$201	
Central Utah Water Conservancy	\$72,916	\$0	\$1,430	\$2,859	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	\$4,289	
TOTAL	\$1,859,640	\$0	\$36,464	\$72,927	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	\$109,391	
Incremental Tax Revenues to Taxing Entities - Expanded Area East																				
Salt Lake County	\$483,949	\$0	\$0	\$9,176	\$19,755															

EXHIBIT D-1
(To Development Agreement)

Depiction and Legal Description of Property



A parcel of land located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and a Portion of Lot 2, Murray City Hall Subdivision, Murray City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the South Right of Way line of 4800 South Street, said point is 365.40 feet South $87^{\circ}53'09''$ West and 32.98 feet South $02^{\circ}12'14''$ East from the monument found at the intersection of State Street and 4800 South Street; thence along said Right of Way North $87^{\circ}53'20''$ East 288.19 feet to the West Right of way Line of State Street; thence along

said Right of way line South 46°00'39" East 13.64 feet; thence South 00°05'23" West 449.46 feet to the North Right of way line of 5th Avenue; thence along said Right of Way line South 89°54'33" West 226.58 feet to the West line of parcel line 22-07-105-010; thence along said parcel North 00°05'43" East 122.40 feet; thence South 84°00'00" East 10.87 feet to a point 10 feet perpendicularly distant Easterly from the East face of a building; thence along said perpendicular line North 00°15'46" West 57.37 feet to a point 10 feet perpendicularly distant Northerly from the North face of a building; thence South 89°44'14" West 81.64 feet along said perpendicular line to the East boundary of Murray City Hall Subdivision Plat; thence South 89°44'14" West 98.05 feet; thence North 81°34'34" West 24.16 feet; thence North 72°53'23" West 16.14 feet to the East line of Hanauer Street; thence along said street (2) Courses; (1) North 07°40'24" East 94.56 feet; (2) North 00°08'14" East 149.23 feet; thence North 44°00'36" East 12.98 feet; thence North 87°52'58" East 115.80 feet; thence North 00°05'36" East 6.03 feet to 4800 South Street and the POINT OF BEGINNING.

Containing 155,108 square feet or 3.561 acres, more or less.

EXHIBIT D-2
(To Development Agreement)

Depiction of Agency Property, City Property, and DAR Property

Agency Property



A parcel of land located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and a Portion of Lot 2, Murray City Hall Subdivision, Murray City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the South Right of Way line of 4800 South Street, said point is 365.40 feet South $87^{\circ}53'09''$ West and 32.98 feet South $02^{\circ}12'14''$ East from the monument found at the intersection of State Street and 4800 South Street; thence along said Right of Way

North 87°53'20" East 288.19 feet to the West Right of way Line of State Street; thence along said Right of way line South 46°00'39" East 13.64 feet; thence South 00°05'23" West 155.49 feet to a 12 foot wide alley; thence North 89°14'41" West 181.71 feet; thence South 00°08'14" West 105.82 feet to the Northwest corner of Parcel number 22-07-105-008; thence South 87°44'00" East 181.91 feet to the West Right of Way line of State Street; thence South 00°05'23" West 183.36 feet to the North Right of way line of 5th Avenue; thence along said Right of Way line South 89°54'33" West 226.58 feet to the West line of parcel line 22-07-105-010; thence along said parcel North 00°05'43" East 122.40 feet; thence South 84°00'00" East 10.87 feet to a point 10 feet perpendicularly distant Easterly from the East face of a building; thence along said perpendicular line North 00°15'46" West 57.37 feet to a point 10 feet perpendicularly distant Northerly from the North face of a building; thence South 89°44'14" West 81.70 feet along said perpendicular line to the East boundary of Murray City Hall Subdivision Plat; thence along said subdivision North 0°05'21" East 270.42 feet to 4800 South Street and the POINT OF BEGINNING.

Containing 102,188 square feet or 2.346 acres, more or less.

City Property



A part of Lot 2, Murray City Hall Subdivision, according to the Official Plat thereof recorded as Entry No. 14195458 in Book 2024P at Page 008 in the Office of the Salt Lake County Recorder, located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point on the easterly line of said Lot 2, located 507.82 feet North $88^{\circ}07'26''$ East along the monument line of 4800 South Street and 33.00 feet South $01^{\circ}52'34''$ East and 6.00 feet South $00^{\circ}18'59''$ West from a Salt Lake County witness monument to the Northwest corner of said Section 7 (Note: Said witness monument is located South $07^{\circ}16'26''$ West 314.32 feet from the Northwest corner of said Section 7), and running thence along said easterly line of Lot 2, South $00^{\circ}18'59''$ West 264.40 feet; thence South $89^{\circ}58'42''$ West 98.05 feet to a point of curvature with a 80.00 foot radius to the right; thence westerly 24.26 feet along the arc of said curve through a central angle of $17^{\circ}22'22''$ (chord bears North $81^{\circ}20'06''$ West 24.16 feet); thence North $72^{\circ}38'55''$ West 16.14 feet to the

westerly line of said Lot 2 and a point on a 360.50 foot radius non-tangent curve to the left; thence along said Lot 2 the following three (3) courses: 1) northerly 94.83 feet along the arc of said curve through a central angle of 15°04'20" (chord bears North 07°54'52" East 94.56 feet); thence 2) North 00°22'42" East 149.23 feet; thence 3) North 44°15'04" East 12.98 feet; thence North 88°07'26" East 115.80 feet to the POINT OF BEGINNING.
Contains 33,085 square feet or 0.760 acres, more or less.

DAR Property



Commencing 587.4 feet East and 488.4 feet South from the Northwest corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence East 184.9 feet; thence South 100 feet; thence North 87°44' West 186.07 feet; thence North 90 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for access over and across the following described property:

Beginning at a point on a fence line on the Grantors' North property line, said point being North 11.3 chains, more or less, and South 84°00' East 470.4 feet and North 101.0 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 88°15' East 117 feet along said fence and property line to the Northeast corner of Grantors' property; thence South 24.0 feet; thence South 88°15' West 117 feet to the Grantors' West property line; thence North 24.0 feet to the point of beginning.

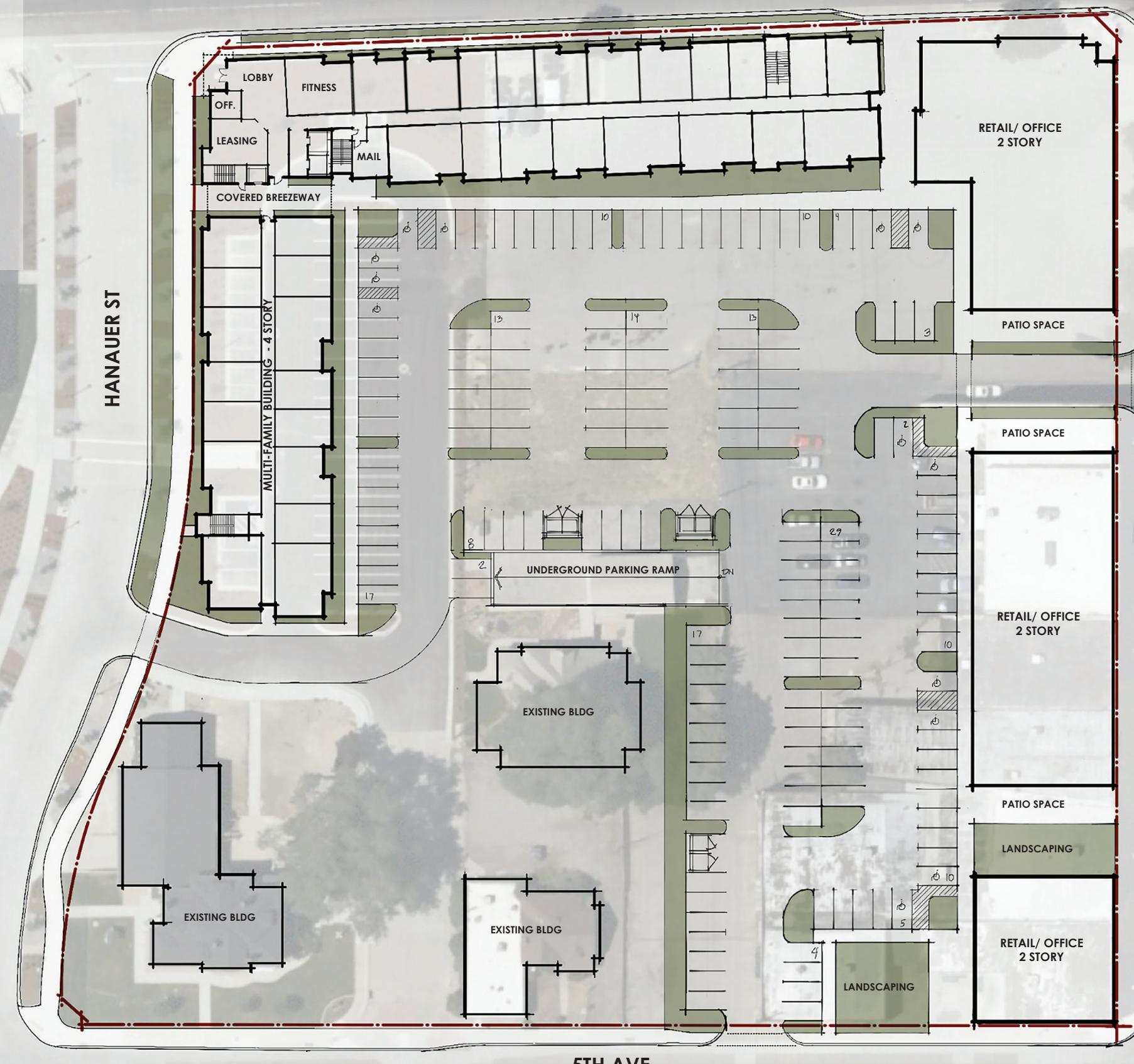
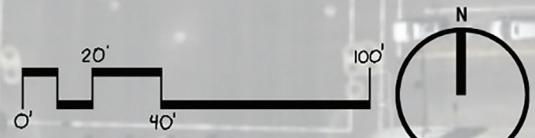
EXHIBIT E
(To Development Agreement)

Initial Plan

PROJECT SUMMARY:

MULTI-FAMILY BUILDING:	±149 UNITS
STUDIO:	±62 UNITS
ONE BEDROOM:	±55 UNITS
TWO BEDROOM:	±33 UNITS
RETAIL/ OFFICE:	±48,600 SQ.FT.
PROVIDED PARKING:	
PARKING STRUCTURE:	±247 STALLS
MULTI-FAMILY:	±215 STALLS
CITY EMPLOYEE:	±32 STALLS
SURFACE PARKING:	
MULTI-FAMILY/ CITY ADA:	±179 STALLS
RETAIL/OFFICE:	±5 STALLS
	±174 STALLS

4800 SOUTH



ROCKWORTH
COMPANIES

MIXED-USE DEVELOPMENT - MURRAY, UTAH

CONCEPTUAL SITE PLAN - MAIN LEVEL

THE RICHARDSON
DESIGN PARTNERSHIP
TEL: 801.355.6868
WWW.TRDP.COM

03.13.2025

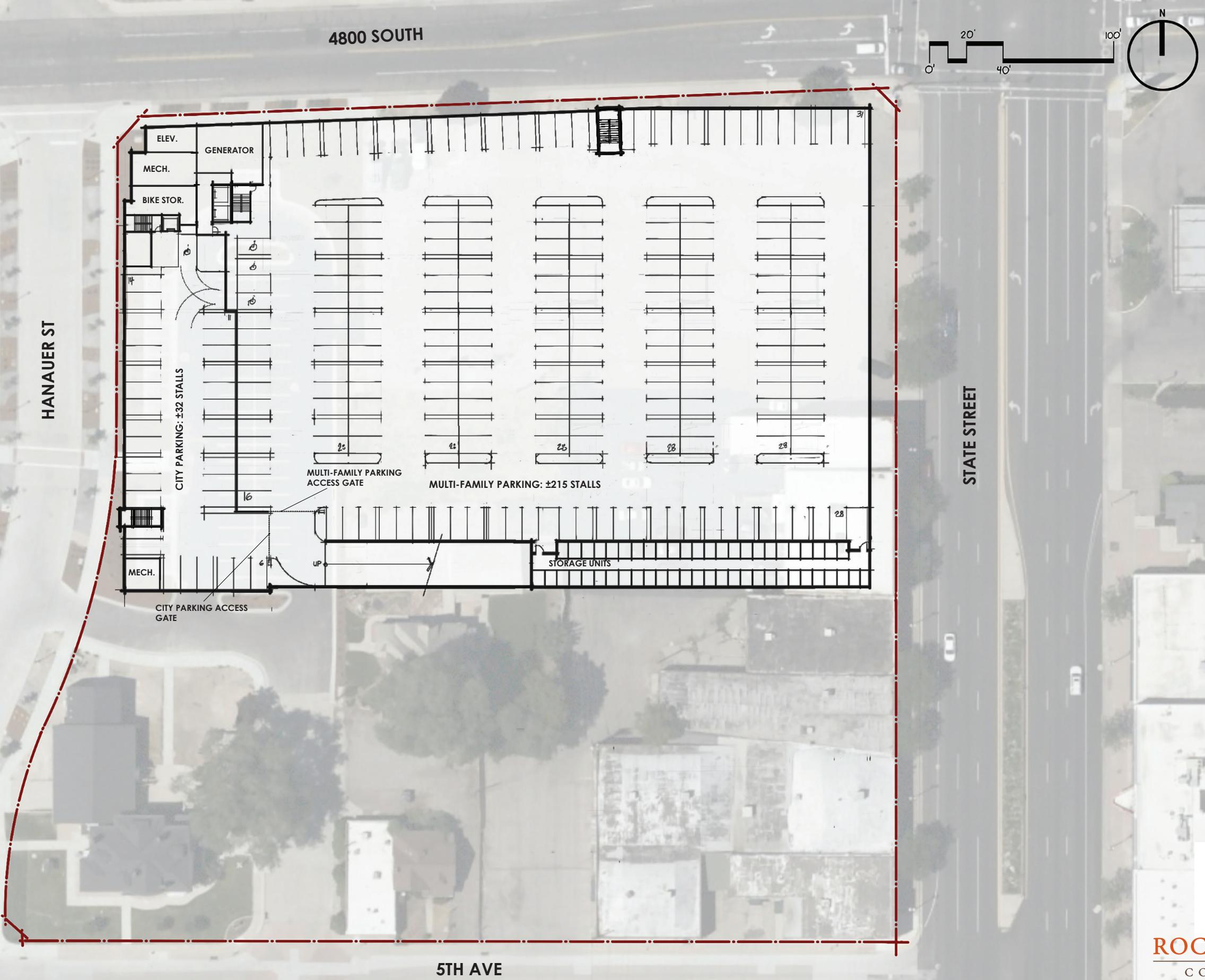


4800 SOUTH

HANAUER ST

STATE STREET

5TH AVE



ROCKWORTH COMPANIES

03.13.2025

THE RICHARDSON
DESIGN PARTNERSHIP
TEL: 801.355.6868
WWW.TRDP.COM

MIXED-USE DEVELOPMENT - MURRAY, UTAH

CONCEPTUAL SITE PLAN - UNDERGROUND PARKING LEVEL





EXHIBIT F

(To Development Agreement)

Approximate Location of Gas Line(s)

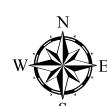
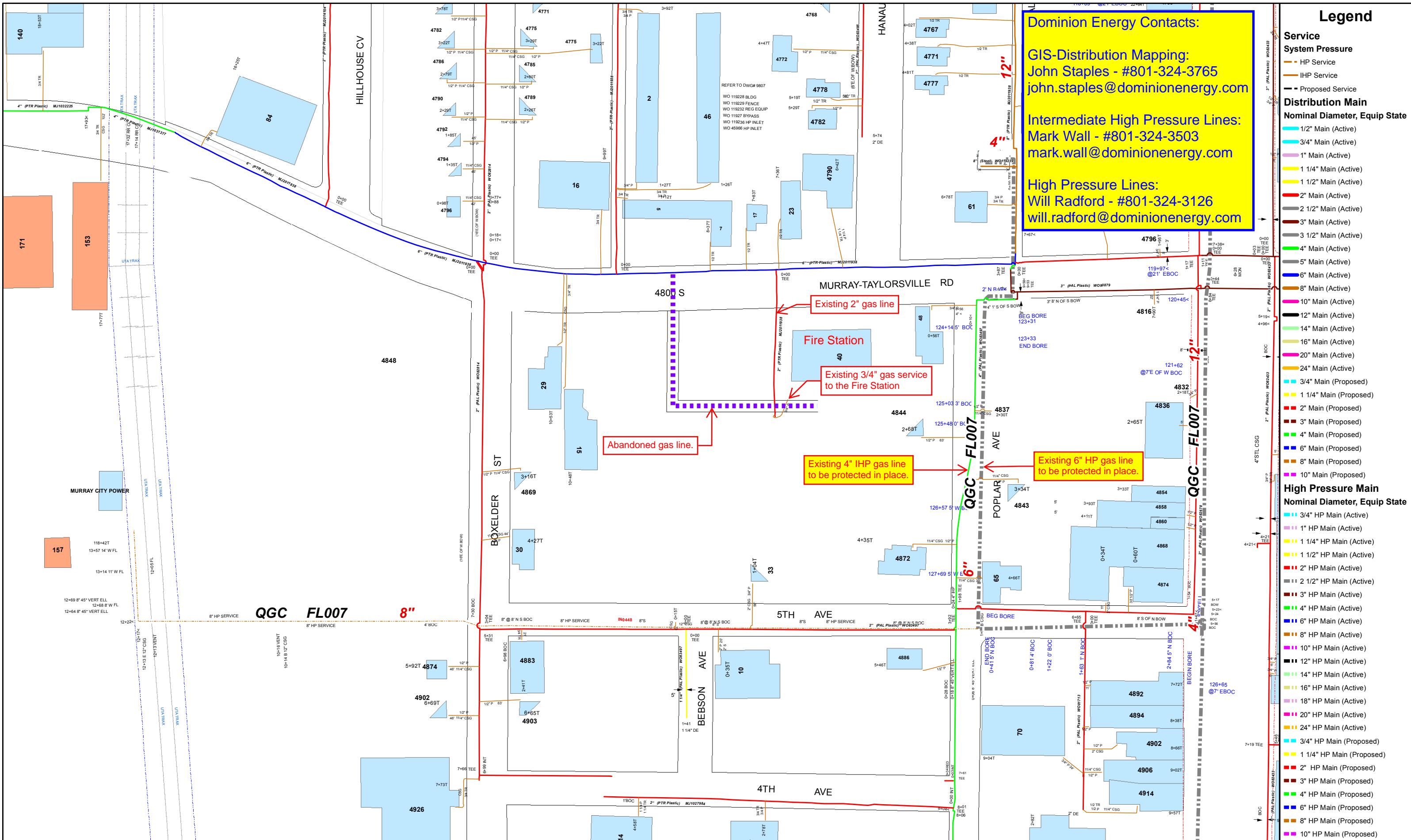


EXHIBIT G
(To Development Agreement)

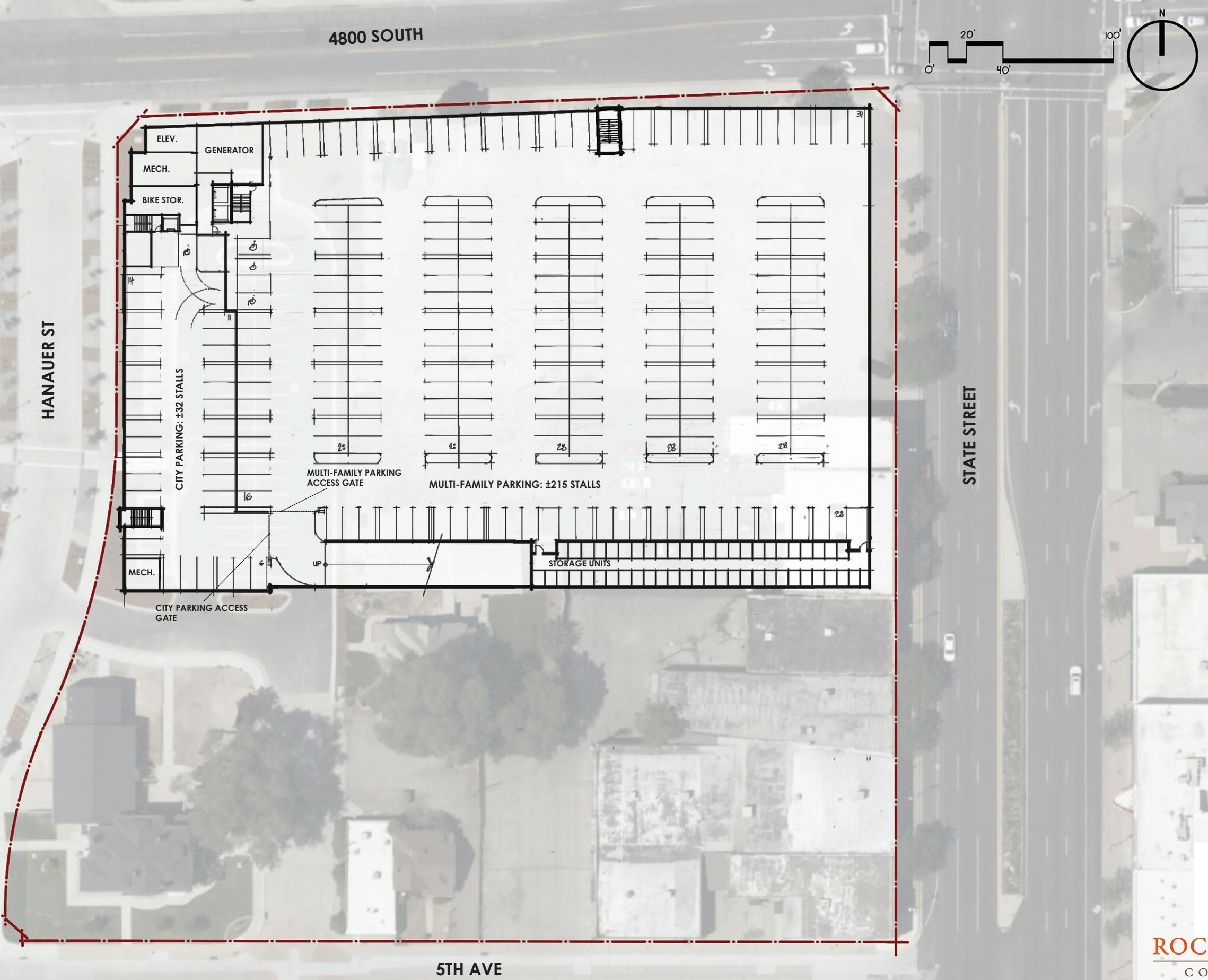
Location of Underground Parking Structure

4800 SOUTH

HANAUER ST

STATE STREET

5TH AVE



ROCKWORTH COMPANIES

03.13.2025

THE RICHARDSON
DESIGN PARTNERSHIP
TEL: 801.355.6868
WWW.TRDP.COM



MIXED-USE DEVELOPMENT - MURRAY, UTAH

EXHIBIT H-1
(To Development Agreement)

Form of Quitclaim Deed and Escrow Instructions for Agency Property

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Redevelopment Agency of Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

APNs.: 22-07-105-003,
22-07-105-004 (partial, approximately 0.20 acres);
22-07-105-008,
22-07-105-009,
22-07-105-011 thru - 017.

QUIT CLAIM DEED

ROCKWORTH COMPANIES, LLC, Grantor, of 4655 South 2300 East, Suite #205, Holladay, UT 84117, hereby quitclaims to REDEVELOPMENT AGENCY OF MURRAY CITY, Grantee, of 10 East 4800 South, Second Floor, Murray, Utah, the following described real property in Salt Lake County, Utah, to wit:

[LEGAL DESCRIPTION]

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00.

Witness the hand of said Grantor this ____ day of _____ 20__.

ROCKWORTH COMPANIES, LLC
a Utah limited liability company

By:

Its:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by

_____ as the _____ of Rockworth Companies, LLC, a Utah limited liability company.

Notary Public

My commission expires: _____

Accepted this ____ day of _____.20___.
[Signature]

REDEVELOPMENT AGENCY OF MURRAY CITY

Diane Turner, Chair

Attest:

Brooke Smith, Agency Secretary,
City Recorder

Form of Escrow Instructions for Quitclaim Deed

Title Company _____
Address _____
City, State, Zip _____
Attention: _____

Re: Escrow No. _____

Rockworth Companies, LLC a Utah limited liability company ("Developer"), has entered into that certain Real Property Disposition Agreement and that certain Development Agreement with the Redevelopment Agency of Murray City, ("Agency") dated as of _____, 2025 which was recorded _____, 20____ as Document No. _____, Records of Salt Lake County, Utah whereby Agency agreed to convey to the Developer or its assignees certain real property (the "Property") in the Central Business District Urban Renewal Project Area. The Property is the subject of this escrow and is described in the accompanying quitclaim deed ("Quitclaim Deed").

Section 6.2(a) of the Development Agreement and Section 2 of the Special Warranty Deed provides that, under certain circumstances, Agency is entitled to reconveyance of the Property pursuant to a Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from Agency a notice signed by the Agency's Executive Director certifying that a copy of said notice has been delivered concurrently to Developer and certifying that a termination in favor of Agency of the title, and of all of the rights and interest of Developer in the Property has occurred, and that rights to the Property described in the Quitclaim Deed have re vested in Agency pursuant to the Special Warranty Deed ("Notice of Termination"), you shall at the end of thirty (30) days after receipt of said instructions record the subject Quitclaim Deed unless within said thirty (30) day period, you are notified by Agency that Agency has withdrawn the Notice of Termination, or unless you receive written notice of a claim or objection by Developer with respect to the Agency's notice. In the event that you receive a copy of a Certificate of Completion issued by Agency with respect to the Project (either an original or one certified by Developer as being a duplicate of the original), you will forthwith return the Quitclaim Deed to Developer. In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date _____ (____) months after scheduled date for completion of improvements you shall contact Agency and Developer as to its disposition.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

ROCKWORTH COMPANIES, LLC
a Utah limited liability company

By:

Its:

REDEVELOPMENT AGENCY OF MURRAY CITY
a Utah community reinvestment agency and
political subdivision

Diane Turner, Chair

Attest:

Brooke Smith, Agency Secretary,
City Recorder

Accepted and agreed to this ____ day of _____, 2025

TITLE COMPANY

By _____

EXHIBIT H-2

(To Development Agreement)

Form of Quitclaim Deed and Escrow Instructions for City Property

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

Assessor's Parcel No. 22-07-105-019 (partial, approximately 0.76 acres)

QUITCLAIM DEED

ROCKWORTH COMPANIES, LLC, Grantor, of 4655 South 2300 East, Suite #205, Holladay, UT 84117, hereby quitclaims to MURRAY CITY, Grantee, of 10 East 4800 South, Murray, Utah, the following described real property in Salt Lake County, Utah, to wit:

[LEGAL DESCRIPTION]

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00.

Witness the hand of said Grantor this ____ day of _____ 20__.

ROCKWORTH COMPANIES, LLC
a Utah limited liability company

By:

Its:

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____
by
_____ as the _____ of Rockworth Companies, LLC, a Utah
limited liability company.

Notary Public

My commission expires: _____

Accepted this _____ day of _____, 20_____.
MURRAY CITY

Brett A. Hales, Mayor

Attest:

Brooke Smith, City Recorder

Form of Escrow Instructions for Quitclaim Deed

Title Company _____
Address _____
City, State, Zip _____
Attention: _____

Re: Escrow No. _____

Rockworth Companies, LLC a Utah limited liability company ("Developer"), has entered into that certain Real Property Disposition Agreement and that certain Development Agreement with Murray City ("City") dated as of _____, which was recorded _____, 20____ as Document No._____, Records of Salt Lake County, Utah, whereby City will convey to the Developer or its assignees certain real property (the "Property") in the Central Business District Urban Renewal Project Area. The Property is the subject of this escrow and is described in the accompanying quitclaim deed ("Quitclaim Deed").

Section 6.2(a) of the Development Agreement and section 2 of the Special Warranty Deed provides that, under certain circumstances, City is entitled to reconveyance of the Property pursuant to a Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from City a notice signed by the City's Mayor certifying that a copy of said notice has been delivered concurrently to Developer and certifying that a termination in favor of City of the title, and of all of the rights and interest of Developer in the Property has occurred, and that rights to the Property described in the Quitclaim Deed have re vested in City pursuant to the Disposition Agreement ("Notice of Termination"), you shall at the end of thirty (30) days after receipt of said instructions record the subject Quitclaim Deed unless within said thirty (30) day period, you are notified by City that City has withdrawn the Notice of Termination, or unless you receive written notice of a claim or objection by Developer with respect to the Agency's notice. In the event that you receive a copy of a Certificate of Completion issued by City with respect to the Project (either an original or one certified by Developer as being a duplicate of the original), you will forthwith return the Quitclaim Deed to Developer. In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date _____ () months after scheduled date for completion of improvements you shall contact City and Developer as to its disposition. These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Rockworth Companies, LLC
a Utah limited liability company

By:

Its:

MURRAY CITY
a Utah municipal corporation and political
subdivision

Brett A. Hales, Mayor

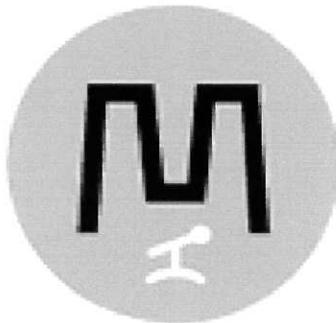
Attest:

Brooke Smith, City Recorder

Accepted and agreed to this ____ day of _____, 2025

TITLE COMPANY

By _____



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment