



THE REDEVELOPMENT AGENCY
OF MURRAY CITY

PUBLIC NOTICE IS HEREBY GIVEN that the Board of Directors of the Redevelopment Agency of Murray City, Utah will hold a regularly scheduled meeting beginning at 4:30 p.m., Tuesday, July 16th, 2024, in the Murray City Council Chambers at 10 East 4800 South, Murray, UT.

Members of the public may view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. Public Comments can be made in person during the meeting or may be submitted by sending an email (including your name and address) to: rda@murray.utah.gov *All comments are limited to 3 minutes or less and email comments will be read into the meeting record.*

RDA MEETING AGENDA
4:30 p.m., Tuesday, July 16th, 2024

1. **Approval of Minutes:** June 18th, 2024
2. **Citizen Comments:** (see above for instructions)
3. **Discussion Item:** Review of the Fireclay project area. Discussion on history and priorities for the project area. Elvon Farrell presenting
4. **Action Item:** Consideration of a resolution approving an agreement between the city, the redevelopment agency of Murray City, and Salt Lake Neighborhood Housing Services DBA Neighborworks Salt Lake. – Elvon Farrell presenting
5. **Action Item:** Consideration of a resolution approving a funding agreement between the Redevelopment Agency of Murray City (RDA) and the Utah Transit Authority (UTA) related to station area planning activities. – Zachary Smallwood presenting
6. **Action Item:** Consideration of a resolution declaring the intent of the Redevelopment Agency of Murray City relating to the Townsend House (4843 South Poplar Street) and the Margaret Cahoon House (65 East Fifth Avenue). – Phil Markham presenting
7. **Project Updates:** RDA staff presenting.

Special accommodations for the hearing or visually impaired will be made 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.

On July 9th, 2024 a copy of the Notice of Meeting was posted in accordance with Section 52-4-202(3).

Philip J Markham,
Community and Economic Development Director

~DRAFT~

The Redevelopment Agency (RDA) of Murray City met on Tuesday, June 18, 2024, at 5:15 p.m. in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

Members of the public were able to view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. Public comments could be made in person or by submitting comments via email at: rda@murray.utah.gov. Comments were limited to three minutes or less, and written comments were read into the meeting record.

In Attendance:

RDA Board Members

Pam Cotter, Vice Chair
Diane Turner
Adam Hock

Others in Attendance

Mayor Brett Hales
Brooke Smith, City Recorder
Phil Markham, CED Director
GL Critchfield, City Attorney
Brenda Moore, Finance Department
Pattie Johnson, Council Office
Jennifer Kennedy, Council Office
Joey Mittelman, Fire Department
Zachary Smallwood, CED Department
Elvon Farrell, CED Department
Shalae Larsen, IO LandArch
Members of the public, per sign-in sheet

Excused:

Rosalba Dominguez, Chair
Paul Pickett

Vice Chair Cotter called the meeting to order at 5:15 p.m.

APPROVAL OF MINUTES

Board Member Hock made a motion to approve the minutes for May 21, 2024.

Board Member Turner seconded. Roll call vote:

Y Pam Cotter
Y Adam Hock
Y Diane Turner

Motion passed 3-0.

CITIZEN COMMENTS

Vice Chair Cotter opened the public comment period for the meeting. Seeing no comments, the public comment period was closed.

PUBLIC HEARING

Consideration of a resolution adopting the proposed Redevelopment Agency Budget for Fiscal Year 2024/2025 – Brenda Moore, Finance Director

Brenda Moore presented the budget for the Redevelopment Agency for the 2024/2025 fiscal year. She summarized the budget for each RDA project area. She briefly mentioned a few projects that the RDAs will be completing.

Vice Chair Cotter opened up the agenda item for public comments. Seeing none, the public comment period was closed.

Board Member Turner made a motion to adopt the proposed Redevelopment Agency budget for fiscal year 2024/2025.

Board Member Hock seconded. Roll call vote:

Y Pam Cotter
Y Adam Hock
Y Diane Turner

Motion passed 3-0.

DISCUSSION ITEM

Presentation and discussion on a potential plaza to be located adjacent to the Townsend House, Murray Mansion, and Cahoon House – Zachary Smallwood and Shalae Larsen with lo LandArch presenting

Mr. Smallwood gave a brief introduction to this discussion item, reminding the board that earlier in the year, they had decided not to move the Townsend house. The board had agreed to move forward with having lo LandArch develop a proposal for building a plaza around the Murray Mansion and Townsend House. He introduced Shalae Larsen from lo LandArch to discuss the proposal.

Ms. Larsen provided an overview of the process. She said they conducted interviews with each of the identified stakeholders. They performed an analysis and programming phase, followed by a series of iterative design concepts, and then took those back to the stakeholders for some additional feedback. Those efforts resulted in the final schematic design for the plaza. In the future, they would like to gather feedback from the community. She shared highlights of the questions that they asked the stakeholders. Some of what stakeholders said they wanted to see included a desire for 24/7 activation in the area, they want to understand the connection of the space to the broader community and make it accessible to the community. Some said they want to see more park like spaces, more dining options, have the area be more pedestrian friendly.

Board Member Turner asked who the stakeholders were.

Mr. Smallwood said it was a small group that included Kim Sorensen and Lori Edmunds from Parks & Rec, Rowen Coates for the Murray History Advisory Board and community members The Wrights and Clark Bullen.

Ms. Larsen continued her presentation. She described the renderings to the board. She said that they initially focused on the area between the Townsend House and Murray Mansion, and then expanded to Poplar Street, because they felt it enhanced the pedestrian feel of the plaza and provided more programming opportunities. She said the expansion helps tie the properties to City Hall in a more cohesive manner. She described the design elements, which include raising the grade of street so that it's level with the sidewalk to improve the pedestrian feel. She suggested that they could consider closing off the area to vehicular traffic. She discussed using accent pavers and planters to separate the street from sidewalks. She talked about the potential of having a boxcar diner. She talked about the features of the main entrance, which include a gateway feature. She discussed the removal of the addition to the Cahoon House (currently Tea Rose Diner). She pointed out an area for outdoor games and a potential pergola element. She discussed bringing in sheds for pop-up shops and she also discussed options for restroom facilities. She mentioned the potential of having temporary art installations.

Board Member Hock asked why the art would be temporary.

Ms. Larsen said that ideally, they'd have both permanent and temporary art. She said the temporary art would be something like rotating exhibits to keep residents interested in something new.

She continued by pointing out an area at the north end of the street where there could be a potential overhead pergola and picnic space for food trucks. She discussed the area next to the Cahoon Mansion, stating that it could be a green space, like a small park with an old-fashioned gazebo.

Board Member Turner asked what the potential cost would be.

Mr. Smallwood said they will have the cost estimate soon. This phase is just to show the potential opportunities for the plaza. He said they can have costs at the next RDA planning meeting.

Board Member Turner expressed concern that, if a developer comes in to develop Block One, this area will already be developed.

Mr. Smallwood said that this area was called out as a plaza space in the MCCC Strategic Plan and was specifically taken out of the Block One redevelopment area.

Board Member Turner and Vice Chair Cotter said they didn't realize that was the case.

Board Member Turner said that she wondered if the timing of developing the plaza was appropriate with regards to developing Block One.

Mr. Smallwood said that the developers they've been working with are aware of the plaza project and reminded the board that the plaza was part of the discussion not to move the Townsend House, because it was going to cost over \$400,000 to do so. He reminded the board that they

decided to look into developing a plaza space around this area. He said that was why the board appropriated funds for the proposal and allowed staff to work with the consultant to develop this concept. He indicated that staff had discussed this with the board on multiple occasions.

Mr. Markham reminded the board that there has always been a public plaza called out in this area as part of the downtown renovation. He assured the board that the development doesn't have to occur right away, but that the space for it must be set aside so that it is not lost in the overall development of Block One. He told them that they will have estimates for the cost of the plaza soon. He said that Block One is the City's priority right now, but that the plaza is a part of that. He said staff aren't asking for funds to develop the plaza right now, but that they wanted to show the board what was possible for the area.

Board Member Hock asked, when they discuss the cost to develop the project, will the board be able to select and omit items from the proposal.

Mr. Markham said that Ms. Larsen has prepared a very detailed budget with a variety of options they can select from.

Mr. Smallwood said that all of the options can fluctuate and change throughout the process. They just wanted to show some of the possibilities and now begin to share them with the public to get their input.

PROJECT UPDATES

Mr. Markham said the shingles on the Townsend House have been replaced and suggested that the board members take a look at the work that's been done. They are also in the process of rejuvenating the grass. He had asked that contractor to also provide an estimate for the Cahoon House, as it is in poor repair. The contractor said that he could refurbish the outside with new paint and front porch decking for about \$35,000. He said they can discuss that proposal in the next RDA planning meeting and decide if they want to pursue that. He also said he's received an offer from the owner of Tea Rose Diner for the chapel, which he will discuss in the preplanning meeting, as it is not public information at this time.

ANNOUNCEMENTS

There were no announcements during this meeting.

ADJOURNMENT

Vice Chair Cotter adjourned the meeting at 6:00 p.m.



Philip J. Markham, Director
Community & Economic Development Department



**THE REDEVELOPMENT AGENCY
OF MURRAY CITY**

TO: RDA Board

THROUGH: Mayor Brett Hales, RDA Executive Director

FROM: Elvon Farrell, Economic Development Specialist

MEETING DATE: July 16, 2024

RE: Agenda Item #3 – Review of the Fireclay RDA Project Area. Discussion on potential projects for the project area.

During our upcoming meeting, we will review the Fireclay project area and plan, and discuss potential projects for this project area. Given the importance of addressing issues in this area through future initiatives and considering our recent efforts to complete a station area plan that includes this RDA project area, it is crucial to revisit the history and objectives of the project area plan. This plan should guide all efforts by the RDA within the project area boundaries.

Staff will present an overview of potential projects proposed by city staff and department directors. Your insights and feedback are vital as we set a course for future projects and redevelopment efforts. Please come prepared to engage in a constructive discussion to ensure the success of this project area.

Attachments:

1. Fireclay Project Area Background and Plan objectives Summary



Fireclay Redevelopment Project Area:

2005 – Project area was established

2014 – Tax increment collection was triggered (20-year collection period)

2033 – Close of the tax increment collection period

Fireclay Plan Objectives:

- Reduce or eliminate blight
- Strengthen the tax base and economic health of the Murray City
- Provide quality development to ensure the long-term physical and economic vitality of the Project Area
- Reduce traffic hazards through appropriate site access
- Plan project parking, signage and pedestrian circulation to reduce vehicle/pedestrian conflicts
- Encourage recreational uses through planning and construction of trails and other amenities
- Encourage the use of mass transportation service to reduce traffic congestion and increase access to the Project Area

Purposes of Proposed Projects and State Requirements:

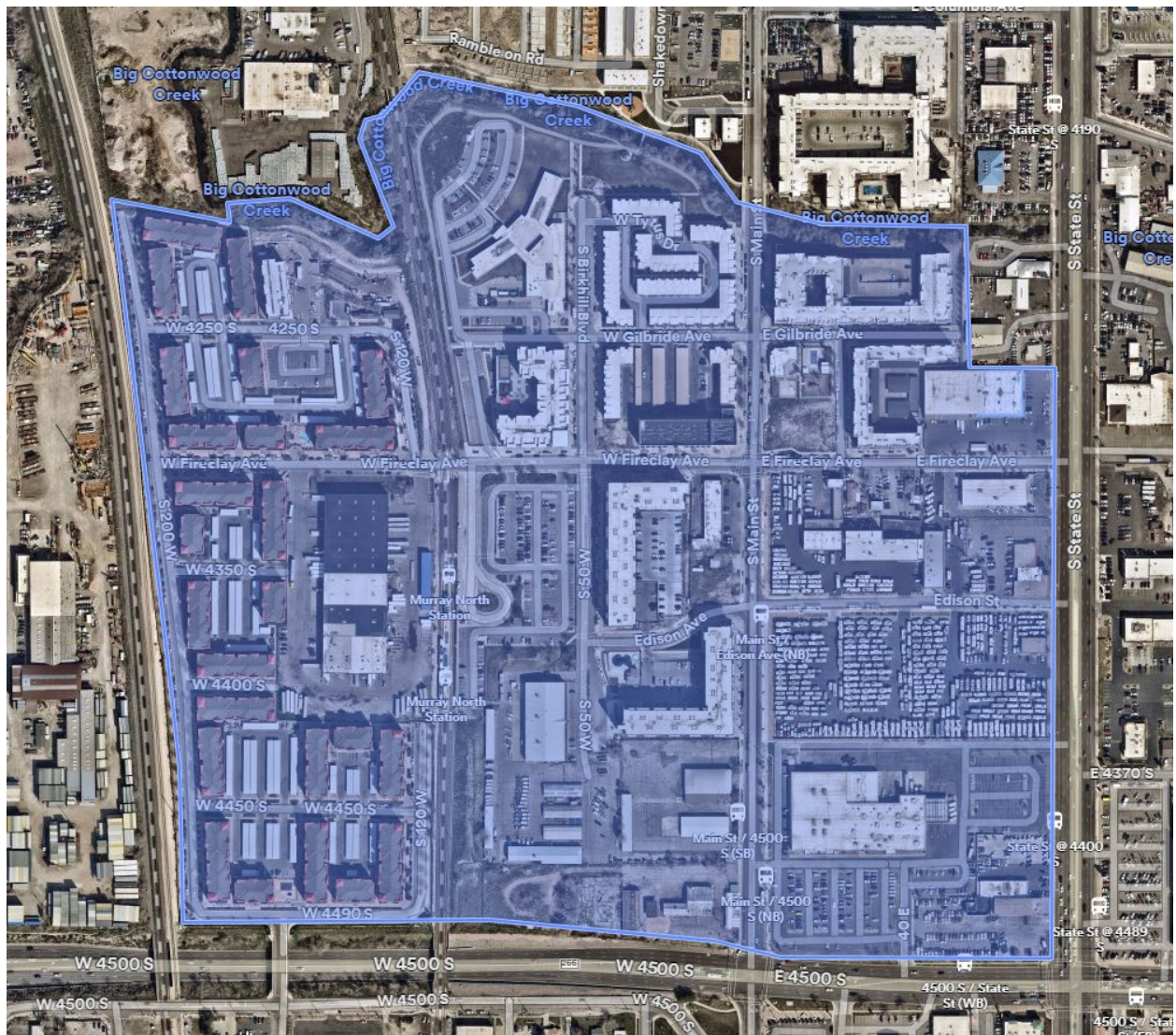
- Provide any combination of residential, commercial, industrial, or public uses
- Provide public or private recreational areas
 - Enhance the City's open space and trails network with the addition of a trail located along Big Cottonwood Creek
- Provide public infrastructure
- Return an abandoned steel site to productive use
- Create housing for the City
- Restore the integrity of a once vital neighborhood by re-establishing office and retail activity
- Maximize benefits of public investment in transit infrastructure

Fireclay RDA

2011



2024





**THE REDEVELOPMENT AGENCY
OF MURRAY CITY**

TO: RDA Board

THROUGH: Mayor Brett Hales, RDA Executive Director

FROM: Elvon Farrell, Economic Development Specialist

MEETING DATE: July 16, 2024

RE: Agenda Item #4 – Consideration of a resolution approving an agreement between the Redevelopment Agency of Murray City, and Salt Lake Neighborhood Housing Services dba NeighborWorks Salt Lake.

Staff is requesting that the RDA board consider a resolution to approve an agreement between the Redevelopment Agency of Murray City and Salt Lake Neighborhood Housing Services, operating as NeighborWorks Salt Lake. This agreement was initially approved by resolution in the RDA board meeting on March 19th, 20024. However, following its approval, several corrections to the agreement were identified, necessitating its reconsideration. The updated agreement has been revised to address these corrections. Board members are encouraged to review the revised document to ensure it aligns with the RDA's objectives and requirements.

Attachments:

1. Final – RDA – NWSL Resolution
2. NWSL Agreement Updated 6-2024

RESOLUTION NO. R24-

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY, THE REDEVELOPMENT AGENCY OF MURRAY CITY, AND SALT LAKE NEIGHBORHOOD HOUSING SERVICES DBA NEIGHBORWORKS® SALT LAKE.

WHEREAS, the City and Salt Lake Neighborhood Housing Services dba NeighborWorks® Salt Lake (“NeighborWorks”) have a common interest in addressing the City’s housing goals and in facilitating neighborhood revitalization and development through increased homeownership in the community; and

WHEREAS, the parties have engaged in a collaborative effort by agreement since at least May, 2011; and

WHEREAS, the latest Agreement expired in January 2024, and the Redevelopment Agency of Murray City Board approved a new agreement by Resolution on March 19, 2024 to continue to partner with the City and NeighborWorks and extend their contractual relationship; and

WHEREAS, City and RDA staff want to amend the agreement approved March 19, 2024, to more accurately reflect the Parties’ intentions; and

WHEREAS, RDA funds will be used to continue to fund part of the scope of work provided in the Agreement.

NOW, THEREFORE, be it resolved by the Redevelopment Agency of Murray City as follows:

1. It hereby approves the Agreement between the City, the Redevelopment Agency of Murray City and NeighborWorks in substantially the form attached as Exhibit “A”.
2. The Agreement is in the best interest of the City.
3. Executive Director Brett A. Hales is hereby authorized to execute the Agreement on behalf of the Redevelopment Agency of Murray City and to act in accordance with its terms.

PASSED, APPROVED AND ADOPTED by the Redevelopment Agency of Murray City this day of July 2024.

Redevelopment Agency of Murray City

Rosalba Dominguez, Chair

ATTEST:

Brooke Smith, City Recorder

EXHIBIT “A”

Agreement between NeighborWorks® Salt Lake, the Redevelopment Agency of Murray City and Murray City Corporation

This Agreement (the “Agreement”) is made effective the 1st day of January 2024, (the “Effective Date”) between Salt Lake Neighborhood Housing Services, DBA as NeighborWorks® Salt Lake (“NeighborWorks” or “NWSL”), the Redevelopment Agency of Murray City (“RDA”) and Murray City Corporation (“City”).

RECITALS

- A. The mission of NeighborWorks, a private nonprofit organization incorporated in the State of Utah, is to build on the strengths of neighborhoods, creating opportunities through housing, resident leadership, youth and economic development. The organization works in partnership with residents, government and businesses to build and sustain neighborhoods of choice.
- B. The Murray City General Plan includes Neighborhood & Housing Goals and Moderate-Income Housing Goals as follows:
 - Provide information to homeowners on available grants, loans and other programs to assist in restoration and rehabilitation efforts;
 - Continue to work with NeighborWorks Salt Lake on Housing rehabilitation and infill project;
 - Promote affordable housing options that address the needs of low to moderate income households and individuals and offer options for a range of demographics and lifestyles;
 - Support a range of housing types, including townhomes, row-homes, and duplexes, which appeal to younger and older individuals as well as a variety of population demographics;
 - Promote the construction of smaller-scaled residential projects that are integrated with current and future employment, retail, and cultural areas;
 - Continue to support Accessory Dwelling Units (ADUs) in all single-family residential zones.
- C. The RDA and City have an interest in a continuing partnership with NeighborWorks to address the housing goals and to facilitate neighborhood revitalization in the community.
- D. All parties have a vital interest in strengthening underserved communities and promoting community revitalization and development through facilitation of increased homeownership within the City.

- E. The parties wish to continue a collaborative effort which will result in the opportunity for NeighborWorks to expand its lines of business to the City.
- F. This Agreement is executed in consideration of the mutual promises of the parties contained herein.
- G. The parties have engaged in a collaborative effort by agreement since at least May, 2011.
 - Pursuant to the latest agreement entered into by the Parties, dated March 9, 2022, the period of performance ended on December 31, 2023 (the “2022 Agreement”).
 - The Parties intended to enter into a new agreement on the same or similar terms but did not sign a written agreement before December 31, 2024.
 - Based on the actions of all Parties since the expiration of the 2022 Agreement, by continuing to perform the responsibilities as outlined in the 2022 Agreement, and through communications evidencing the intent to continue the relationship by agreement, the Parties have created an implied-Agreement-in-fact.
 - The Parties desire to memorialize their intentions and sign this Agreement making the effective date of this Agreement January 1, 2024.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1.0 Purposes of this Agreement between NeighborWorks, the RDA and the City

- A. To agree to a mutual process and commitments for lending and future development of NeighborWorks to meet City housing goals and objectives during the Term of this Agreement.
- B. To delineate roles, responsibilities and/or expectations of parties involved.
- C. To make this Agreement effective as of January 1, 2024.

2.0 Background

NeighborWorks will serve as a centralized resource for affordable homeownership opportunities in the City, providing seamless homeownership education and counseling services to low-and moderate-income households.

The collaboration aims to collectively build the capacity of NeighborWorks’ lending and development lines of business and increase leverage of RDA and City housing dollars to meet their housing goals.

The objectives of this partnership are to provide housing counseling, property acquisition, affordable housing development, administering a housing rehabilitation program and appropriate neighborhood revitalization efforts. The goal of the parties is to facilitate home improvement loans, maintain homeownership and revitalize neighborhoods experiencing decline.

3.0 Partner Roles, Responsibilities and Deliverables

Homeownership promotion is one of NeighborWorks's core lines of business. NeighborWorks will help the City meet its home rehabilitation goals. To do so, the Parties shall take on the following roles and responsibilities:

Activity	Responsible Party	Outcome
Maintain a centralized website of information about affordable homeownership opportunities, special mortgage products, and homeownership education and counseling services	NWSL	NWSL website will have current and accurate information about affordable homeownership opportunities, special mortgage products, homeownership education and counseling services, and affordable rehab loan products
Maintain a neighborhood based NeighborWorks office in the City	NWSL	NWSL will maintain a presence in the City through operating an office within the City limits when possible
Continue a city-wide public awareness campaign to promote home improvement loan opportunities, to improve awareness of, and access to, such offerings by all segments of the qualifying public, particularly households that are historically underserved for homeownership opportunities	NWSL City	NWSL and the City will jointly conduct at least one annual city-wide public awareness campaign per year
Maintain an advisory committee reflecting a resident/private/public sector representation not to exceed nine members	NWSL	NWSL will hold regular meetings with its advisory committee throughout the contract period
Maintain a loan committee reflecting a resident/private/public sector representation not to exceed five members	NWSL	NWSL will hold regular meetings with its loan committee throughout the contract period
Host four community meetings or events in the City. These events could include Paint Your Heart out or community action planning	NWSL	NWSL will host four community meetings or events during any term of the Agreement

Process eight loans each term of the Agreement	NWSL	Contingent upon continued and adequate funding, NWSL will process eight loans for properties located within the City which may include, but is not limited to, first mortgages, second mortgages, home improvement loans, 80/20 loans or down payment assistance forgivable loans up to \$30,000 or \$35,000 for “Champions”. Champions are defined as health care workers, police, fire, teachers, veterans, active military or Murray City employees.
Where commercially reasonable, Acquire, rehabilitate or construct at least two properties	NWSL	NWSL will use their best efforts to acquire at least two problem properties within the City as the market allows and subject to adequate funding
Maintain open lines of communication and reporting	NWSL	NWSL will provide quarterly activity reports to the City and report to the RDA as needed
Designate CDBG funding	City	The City will prioritize housing as a critical funding issue for CDBG funds. CDBG funds are contingent upon appropriations from Congress and allocation approval by the Murray City Council and the advisory committee. Based on the Housing Market Study goals and objectives adopted by the City Council, the City will advocate for resources to address housing needs in the City
Designate RDA TIF funding	RDA	The RDA will designate at least 20% of RDA TIF housing funds for homeowners that are at or below 120% Area Median Income for housing programs to NWSL each year during the contract period. Funding is contingent upon property tax allocation
Program Delivery with Funds	NWSL	NWSL will allocate at least 80% of TIF funding towards program activity and

		up to 20% may be used toward administrative expenses
Maintain representation on NWSL Board of Directors	City	The City will maintain current membership on the NWSL Board of Directors
Maintain representation on the advisory committee	City	The City will maintain current membership on the Murray Advisory Committee
Assist in the hiring of staff for the NWSL Murray office	City	City's representative on the NWSL board shall, upon the request of NWSL and time permitting, serve on NWSL's hiring panel for the Murray Office
Participate in training and planning opportunities, when available, that contribute to strengthening the partnership and services to the City	City	City staff will actively participate in training and planning opportunities throughout the contract period

4.0 Performance and Deliverables

4.1 Term

Unless otherwise terminated early under the terms and conditions of this Agreement, this Agreement shall continue for an Initial Term of three (3) years from the Effective Date. At the end of the Initial Term, this Agreement may be renewed upon the written mutual agreement of both Parties for one (1) two-year Renewal Terms.

4.2 Termination

For Breach: In the event of breach of this Agreement or failure by any of the parties to perform the services described hereunder, NeighborWorks, the RDA, or the City shall be entitled to terminate this Agreement upon thirty (30) days' notice, to permit the other parties the opportunity to cure if possible.

For Convenience: Either party may terminate this Agreement at any time with or without cause upon giving thirty (30) days prior written notice to the other Party. Termination under this section shall not give rise to any claim against the terminating party for damages or for compensation in addition to that provided hereunder.

4.3 Independent Contractor

This Agreement represents the entire agreement and understanding of matters between the parties and supersedes any prior agreements. It is understood that NeighborWorks is an independent contractor and both the RDA and the City are public agencies and neither is a partner, agent or employee of NeighborWorks. NeighborWorks shall be responsible for its own employment taxes, worker's compensation and similar expenses. NeighborWorks shall comply with all Federal, State and Local laws.

4.4 Contacts

Coordination of work on this Agreement will be the responsibility of:

For NeighborWorks:

Maria Garciaz
Chief Executive Officer
622 West 500 North
Salt Lake City, Utah 84116
maria@nwsaltlake.org
801-539-1590

and

For Murray City and the RDA:

Elvon Farrell
Economic Development Specialist
10 East 4800 South, Suite 260
Murray, Utah 84107
801-270-2428

All inquiries regarding this agreement and implementation of the Scope of Work should be directed to these contact persons.

4.5 Ownership of Documents

All documents and records, produced by NeighborWorks in connection with this Agreement, without limitation, shall become and remain the City's property. NeighborWorks shall not publicly disclose the records without prior approval of the City. NeighborWorks understands that the records produced in connection with this Agreement are subject to the Utah Government Records Access and Management Act (GRAMA).

4.6 Program Income

All program income generated from the use of RDA funds will be put into a revolving fund that will be managed by NeighborWorks Salt Lake. Program income has the same restrictions as outlined above for RDA funding, including a 20% cap on program delivery expenses. NeighborWorks Salt Lake will report all program income to the RDA and the City. In addition, if this Agreement is terminated, all program income will be returned to the RDA and/or City, respectively.

4.8 Immigration Status Verification

NeighborWorks shall comply with section 63G-12-402 of the Utah Code in dispensing public benefits, as defined in State and Federal law. NeighborWorks shall fully comply with section 63G-12-302 of the Utah Code in hiring employees after July 1, 2009, including participation in a Status Verification System.

4.9 Assignability

This Agreement shall not be assigned by NeighborWorks without written consent of both RDA and City.

(Signature Page to Follow)

IN WITNESS THEREOF the parties have caused this Agreement to be executed and in effect as of the day and year first written above. It is understood that the signatures bind the parties to this Agreement of which the signatories are a part and that without all signatures, this Agreement shall be void.

Salt Lake Neighborhood Housing Services, dba NeighborWorks® Salt Lake

(Signature)
Maria Garciaz
Chief Executive Officer

(Date)

Redevelopment Agency of Murray City

(Signature)
Rosalba Dominguez
RDA Chair

(Date)

Attest:

Brett Hales
RDA Executive Director

Murray City Corporation

(Signature)
Brett Hales
Murray City Corporation

(Date)

Attest

City Recorder

Approved as to Form

City Attorney's Office



**THE REDEVELOPMENT AGENCY
OF MURRAY CITY**

TO: RDA Board

THROUGH: Mayor Brett Hales, RDA Executive Director

FROM: Phil Markham, Community and Economic Development Director

MEETING DATE: July 16, 2024

RE: Agenda Item #5 – UTA Funding Agreement

On October 17th, 2023 the RDA Board authorized \$100,000.00 from the Smelter Site project area to be used in developing an update to the Murray Central Station Area Plan (MCSAP). RDA Staff has been working with the Utah Transit Authority (UTA) to craft a Memorandum of Understanding to transfer the funds from the RDA to UTA. UTA will be administering the funds for the Station Area Plan to the selected consultant.

Staff is requesting the RDA Board to adopt the resolution approving the Funding Agreement between the Redevelopment Agency and the Utah Transit Authority related to Station Area Planning Activities.

Attachments:

1. Resolution
2. Murray Central Station Area Plan Funding Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING A FUNDING AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY OF MURRAY
CITY (RDA) AND THE UTAH TRANSIT AUTHORITY (UTA)
RELATED TO STATION AREA PLANNING ACTIVITIES.

WHEREAS, the RDA was created and organized pursuant to the provisions of the Community Reinvestment Agency Act – Title 17C of the Utah Code, as amended, and is authorized and empowered to use agency funds to undertake or promote project area development; and

WHEREAS, UTA provides public transit service to Murray City and its citizens through FrontRunner, TRAX, paratransit, and bus services, which includes the Murray Central Station area; and

WHEREAS, in coordination with UTA, and pursuant to Utah Code §10-9a-403.1, Murray City is engaged in comprehensive station area planning for and around the Murray Central Station to address development, design, connectivity, land use, and other conditions for the area; and

WHEREAS, to assist in the station area planning process, the RDA has budgeted \$100,000.00 in RDA funds to be used by UTA in its planning activities related to Murray Central Station; and

WHEREAS, RDA and UTA want to enter into a funding agreement for joint and cooperative action and have determined that it is mutually advantageous to enter into the attached Murray Central Station Area Plan Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of Murray City:

1. It hereby approves a Murray Central Station Area Plan Funding Agreement (Agreement) in substantially the form attached, to fund station area planning activities conducted by UTA related to the Murray Central Station.

2. The Agreement is in the best interest of the City; and

DATED this day of , 2024.

REDEVELOPMENT AGENCY OF MURRAY CITY

Rosalba Dominguez, Chair

ATTEST:

Brooke Smith, City Recorder

MURRAY CENTRAL STATION AREA PLAN FUNDING AGREEMENT

THIS MURRAY CENTRAL STATION AREA PLAN FUNDING AGREEMENT (“**Agreement**”) is made and entered into as of the _____ day of _____, 2024 (“**Effective Date**”), by and between the Redevelopment Agency of Murray City (“**RDA**”) and the Utah Transit Authority, a large public transit district of the State of Utah (“**UTA**”).

RECITALS

WHEREAS, Murray City is experiencing population growth and desires to improve the quality of life of its citizens through increased mobility options and prudent development that promotes city-wide connectivity and economic opportunity; and

WHEREAS, the RDA was created and organized pursuant to the provisions of the Community Reinvestment Agency Act – Title 17C of the Utah Code, as amended, and is authorized and empowered to use agency funds to undertake or promote project area development; and

WHEREAS, UTA provides public transit service to Murray City and its citizens through FrontRunner, TRAX, paratransit, and bus services, which includes the Murray Central Station area; and

WHEREAS, in coordination with UTA, and pursuant to Utah Code §10-9a-403.1, Murray City is engaged in comprehensive station area planning for and around the Murray Central Station to address development, design, connectivity, land use, and other conditions for the area; and

WHEREAS, to assist in the station area planning process, the RDA has budgeted \$100,000.00 in RDA funds (“**Funds**”) to be used by UTA in its planning activities related to Murray Central Station.

NOW THEREFORE, based on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements to be derived under this Agreement, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

AGREEMENT

1. Project. The Project refers to the station area planning activities conducted by UTA related to the Murray Central Station.

2. Funding. On or before July 30, 2024, the RDA shall transfer by check or EFT the Funds to UTA in the amount of \$100,000.00, which Funds shall be used solely for station area planning activities related to the Murray Central Station. UTA shall expend Funds within two-years of Effective Date.

3. Term. The term of this Agreement shall be two years; it shall terminate upon the conclusion of two-year term, or upon the expenditure of Funds in full, whichever occurs first.

4. Amendments. Any change in this agreement shall be mutually agreed upon by the RDA and the UTA and shall be set forth in a written amendment to this agreement.

5. Notices. All notices under this Agreement shall be sent to the following address:

RDA: Community and Economic Development Department
Attention: RDA Executive Director
10 East 4800 South, Suite 260
Murray City, Utah 84107

UTA: Utah Transit Authority
Transit Oriented Communities Department
c/o Kayla Kinhead
669 West 200 South
Salt Lake City, Utah 84101

6. Governmental Immunity. UTA and the RDA are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

7. No Third-Party Beneficiaries. The parties agree that the terms herein and all rights relating to the subject matter thereof shall be strictly reserved to the parties, and nothing contained in this Agreement shall give any claim or right to any other third party.

8. Jurisdiction. This Agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah.

9. Entire Agreement. This Agreement contains all the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, on the subject matter of this Agreement.

10. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and electronic signatures shall be binding as if signed in person, and all such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREFORE, the RDA and the UTA have executed this agreement to be effective as of the Effective Date.

REDEVELOPMENT AGENCY OF MURRAY CITY

Rosalba Dominguez, RDA Chair

Brett A. Hales, RDA Executive Director

Attest:

CITY RECORDER

Approved as to form:

CITY ATTORNEY

UTAH TRANSIT AUTHORITY

DAVID HANCOCK
Chief Officer, Capital Services

PAUL DRAKE
Director, Real Estate and TOC

Approved as to form:

TIMOTHY G. MERRILL
Assistant Attorney General



**THE REDEVELOPMENT AGENCY
OF MURRAY CITY**

TO: RDA Board

THROUGH: Mayor Brett Hales, RDA Executive Director

FROM: Phil Markham, Community and Economic Development Director

MEETING DATE: July 16, 2024

RE: Agenda Item #6 – Townsend and Margaret Cahoon House Decision

In March of 2023 the RDA Board voted to declare their intention to relocate the Townsend House with the intention of preserving and selling at a later date. In October of 2023, RDA Staff presented to the board that the cost of moving the house would begin at approximately \$400,000.00. At that meeting the RDA expressed concerns and did not think it would be wise to spend the money to move. RDA Staff presented an alternative in preserving the house in its present location and constructing a plaza to connect the Townsend House and the Murray Mansion. The board seemed to be in support of the idea and staff took that as direction to move forward.

On February 20, 2024 RDA Staff indicated that they would be using \$27,000.00 to develop concept plans for the Townsend/Cahoon Plaza. The board did not express any concerns at that time and again staff moved forward. At the June 18th, RDA meeting the historic plaza concepts were presented to the Board members present. Concerns were expressed about why the board was being presented with the concept plans at this time. Subsequent conversations with individual board members leads staff to believe that a final decisions need to be made regarding the Boards intentions for these facilities and plans.

Staff is requesting the Board review the proposed plans and weigh the options for these two facilities in connection with the overall direction of Block 1 and adopt the attached resolution.

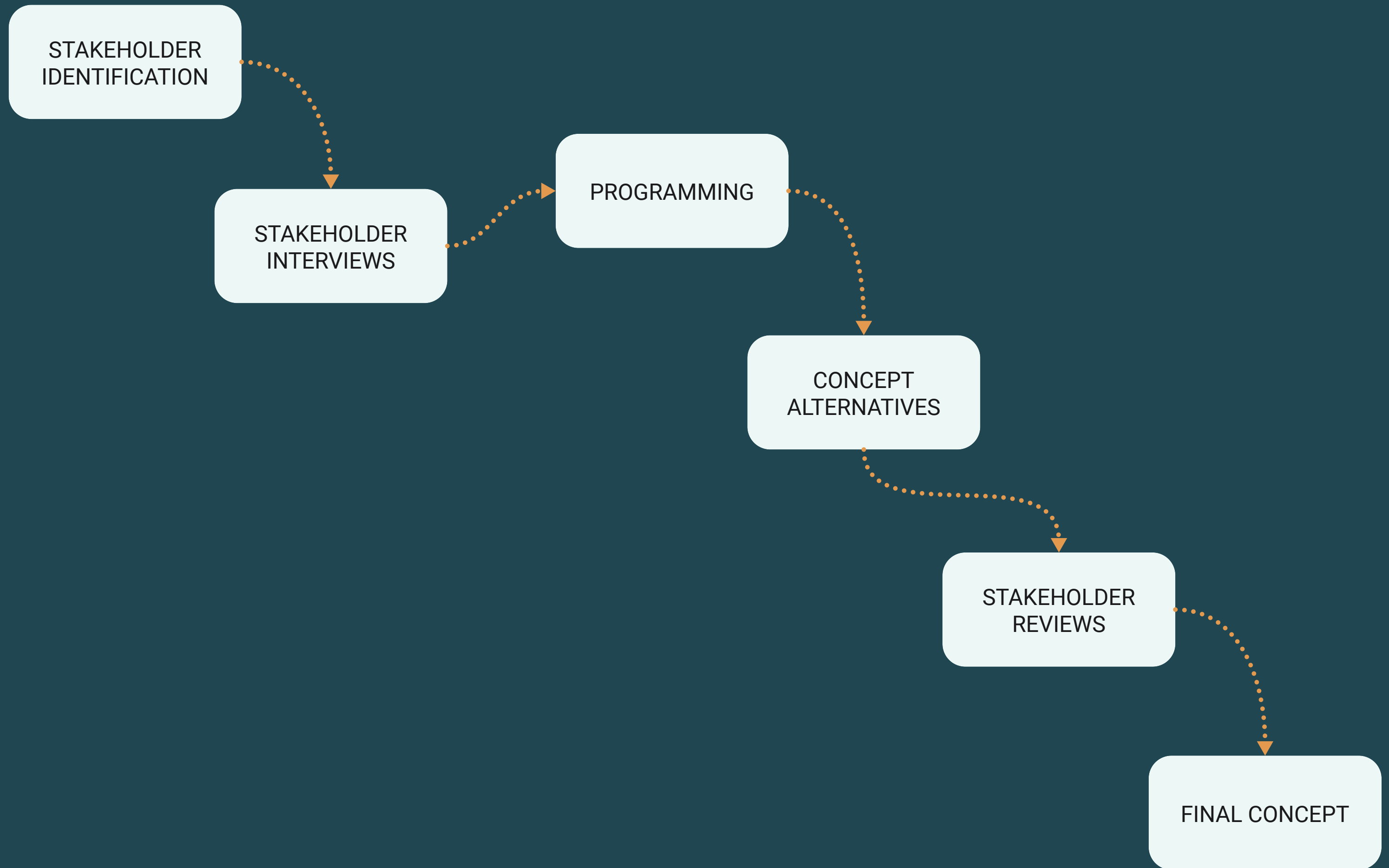
Attachments:

1. Io LandArch Plans for a Historic Plaza
2. Proposed Budget for the Historic Plaza
3. Resolution



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TOWNSEND-CAHOON PLAZA



WHO WE TALKED TO

PRIVATE
STAKEHOLDERS

CITY
STAKEHOLDERS

WHAT WE ASKED

What are your key
concerns for this
project?

What does this space
mean to the
community?

If you could wave a
magic wand and
change one thing
about this area, what
would it be?

How do these
challenges impact
the city as a whole?

What is its broader
impact?

What are the
implications of not
making any changes
to this area?

How do you envision
people using this
space?

MOST COMMON FEEDBACK
FROM STAKEHOLDERS

Art, Food, Music,
Activities

Make this a hub of
activity

Connect to State
Street businesses,
TRAX, city park,
hospital)

More park-like
spaces

More dining options

More pedestrian-
friendly

Need a grocery store
in the area



- FEATURES**
- 1 GROUND PAINT MURALS
 - 2 TEMPORARY FOOD TRUCK PARKING
 - 3 HISTORIC DINER CAR
 - 4 PICNIC TABLES & PERGOLA
 - 5 PARK AREA
 - 6 GAZEBO
 - 7 PEDESTRIAN / FESTIVAL STREET
 - 8 GAME AREAS
 - 9 WALL MURALS
 - 10 POP-UP SHOPS
 - 11 PLAZA SPACE
 - 12 CREATIVE CAFE
 - 13 GATEWAY ARCH



FINAL DESIGN

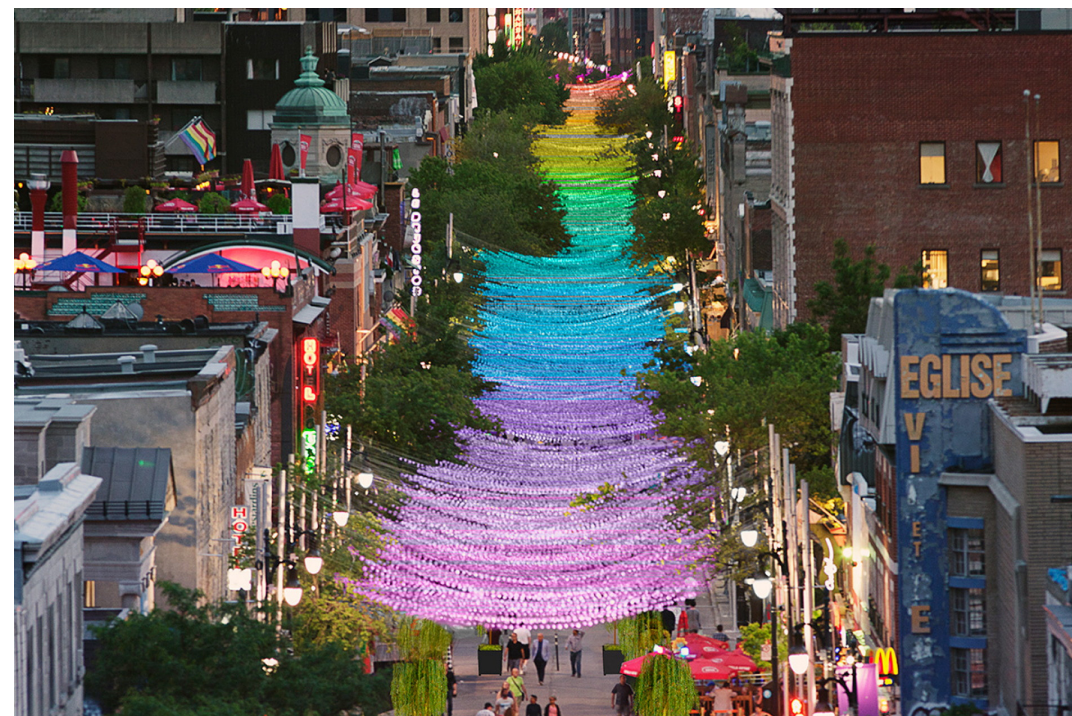


FEATURES

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POPLAR STREET



POPLAR STREET



FEATURES

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SHOPS & ACTIVITIES



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SHOPS & ACTIVITIES



FEATURES

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FEATURES

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PARK & GAZEBO



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PARK & GAZEBO



- FEATURES**
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TOWNSEND-CAHOON PLAZA



IO LANDARCH - PROJECT PLANNING BUDGET

Townsend-Cahoon Plaza

5/28/2024	QTY	UNITS	UNIT PRICE (AVG)	EXTENSION (OPTION 1)	COST EFFECTIVE (OPTION 2)	PREMIUM (OPTION 3)	NOTES
DEMOLITION & SITE PREP							
CLEARING AND GRADING	26,125.00	SF	\$2.50	\$65,313			
CONCRETE REMOVAL	14,400.00	SF	\$6.25	\$90,000			
FENCE REMOVAL	250.00	LF	\$6.25	\$1,563			
TREE REMOVAL	3.00	EA	\$625.00	\$1,875			\$500 small, \$1,000 med-large, \$1,750 x-large.
ADDITION DEMOLITION	1,620.00	SF	\$10.00	\$16,200			
SUBTOTAL				\$174,950	\$174,950	\$158,750	
MAIN STREET							
PAVING							
COLORED REGULAR FINISHED CONCRETE	8,440.00	SF	\$15.00	-	\$126,600	-	
STAMPED CONCRETE	8,440.00	SF	\$25.00	\$211,000	-	-	
BRICK PAVERS	8,440.00	SF	\$35.00	-	-	\$295,400	
LIGHT POLES	10.00	EA	\$6,000.00	\$60,000	\$48,000	\$72,000	
GROUND MURAL	1,650.00	SF	\$28.00	\$46,200	\$0	\$69,300	Street Bond or Similar (premium includes more color/pattern)
BENCHES	12.00	EA	\$2,500.00	\$30,000	\$24,000	\$36,000	
GATEWAY ARCH	1.00	EA	\$45,000.00	\$45,000	\$0	\$67,500	
PERENNIAL BEDS AND IRRIGATION	1,345.00	SF	\$10.00	\$13,450	\$10,760	\$16,140	\$8/sf low, \$10/sf med, \$12/sf high (density)
25 gal. Tree	10.00	EA	\$687.50	\$6,875	\$5,500	\$8,250	caliper size
UTILITY WORK				\$0	\$0	\$0	TBD
BOXCAR DINER				\$0	\$0	\$0	TBD (acquisition, site prep, interior/exterior renovation)
SUBTOTAL				\$412,525	\$214,860	\$564,590	
THE YARD							
ARTIFICIAL PLAY TURF	2,475.00	SF	\$30.00	\$74,250	\$12,375	\$74,250	Low cost option uses real turf instead of artificial turf
SHRUB BEDS AND IRRIGATION	280.00	SF	\$8.00	\$2,240	\$1,680	\$2,800	\$6/sf low, \$8/sf med, \$12/sf high
STRING LIGHTS	500.00	LF	\$10.00	\$5,000	\$5,000	\$20,000	Standard String Lights on Low/Medium, Premium/Custom Lights on High
STRING LIGHT POLES	16.00	EA	\$2,500.00	\$40,000	\$16,000	\$40,000	Basic Pole on Low, Custom Poles on Medium/High
POP UP SHOPS (SHEDS)	4.00	EA	\$6,000.00	\$24,000	\$19,200	\$36,000	Level of customization/finish
PAVING							
COLORED CONCRETE REGULAR FINISH	8,440.00	SF	\$15.00	-	\$126,600	-	
STAMPED CONCRETE	8,440.00	SF	\$25.00	\$211,000	-	-	
BRICK PAVERS	8,440.00	SF	\$35.00	-	-	\$295,400	
25 gal. Tree	6.00	EA	\$687.50	\$4,125	\$3,300	\$4,950	
GARAGE TO RESTROOM CONVERSION	1.00	EA	\$50,000.00	\$50,000	\$40,000	\$75,000	allowance
YARD GAMES	1.00	EA	\$20,000.00	\$20,000	\$6,000	\$24,000	allowance
ORNAMENTAL IRON FENCE 6'	212.00	LF	\$250.00	\$53,000	\$42,400	\$63,600	
SUBTOTAL				\$483,615	\$272,555	\$636,000	
CREATIVE CAFE							
PERGOLA 18'x25'	450.00	SF	\$75.00	\$33,750	\$22,500	\$45,000	allowance, includes footings and installation
SITE FURNISHINGS	1.00	EA	\$15,000.00	\$15,000	\$12,000	\$18,000	allowance, tables and chairs
RASIED PLANTER	215.00	SF	\$12.50	\$2,688	\$2,150	\$3,225	
PERENNIAL BEDS AND IRRIGATION	215.00	SF	\$10.00	\$2,150	\$1,720	\$2,580	
PAVING							
COLORED CONCRETE REGULAR FINISH	8,440.00	SF	\$15.00	-	\$126,600	-	

	STAMPED CONCRETE	8,440.00	SF	\$25.00	\$211,000	-	-	
	BRICK PAVERS	8,440.00	SF	\$35.00	-	-	\$295,400	
SUBTOTAL					\$264,588	\$164,970	\$364,205	
FOOD COURT								
	PERGOLA 15'x 65'	1,125.00	SF	\$75.00	\$84,375	\$56,250	\$112,500	allowance, includes footings and installation
	PAVING							
	COLORED CONCRETE REGULAR FINISH	8,440.00	SF	\$15.00	-	\$126,600	-	
	STAMPED CONCRETE	8,440.00	SF	\$25.00	\$211,000	-	-	
	BRICK PAVERS	8,440.00	SF	\$30.00	-	-	\$253,200	
	SITE FURNISHINGS (TABLES/CHAIRS)	1.00	EA	\$45,000.00	\$45,000	\$36,000	\$54,000	
	PAINTED CROSSWALK	630.00	SF	\$27.00	\$17,010		\$25,515	M-H Street Bond or Similar (premium includes more color/pattern)
	BIKE RACK	2.00	EA	\$2,500.00	\$5,000	\$1,500	\$3,500	
SUBTOTAL					\$362,385	\$220,350	\$448,715	
THE GARDEN (GAZEBO)								
	GAZEBO	1.00	EA	\$45,000.00	\$45,000	\$35,000	\$60,000	allowance, includes footings and installation
	CONCRETE	400.00	SF	\$15.00	\$6,000	\$4,800	\$7,200	
	SHRUB BEDS AND IRRIGATION	290.00	SF	\$8.00	\$2,320	\$1,856	\$2,784	
	25 gal. Tree	4.00	EA	\$687.50	\$2,750	\$2,200	\$3,300	
SUBTOTAL					\$56,070	\$43,856	\$73,284	
Total					\$1,754,133	\$1,091,541	\$2,245,544	
	GENERAL CONDITIONS	10%			\$175,413	\$109,154	\$224,554	Note: These numbers represent our best approximation for what project construction costs might be based on past projects. This is not a bid for construction services.
	CONTINGENCY	30%			\$526,240	\$327,462	\$673,663	
	CONTRACTOR MARK-UP	10%			\$175,413	\$109,154	\$224,554	
				SUBTOTAL	\$2,631,199	\$1,637,312	\$3,368,316	

RESOLUTION NO. R24-

RESOLUTION DECLARING THE INTENT OF THE REDEVELOPMENT AGENCY OF MURRAY CITY RELATING TO THE TOWNSEND HOUSE (4843 SOUTH POPLAR STREET) AND THE MARGARET CAHOON HOUSE (65 EAST FIFTH AVENUE).

WHEREAS, on March 21, 2023, the Board of Directors of the Redevelopment Agency of Murray City ("RDA") passed, approved, and adopted Resolution Number 23-18 declaring the RDA's intent to relocate, sell, and preserve the Townsend House and authorizing staff to procure a qualified firm to relocate the Townsend House; and

WHEREAS, bids to relocate the Townsend House proved that relocating the Townsend House was cost prohibitive; and

WHEREAS, because it is not in the best interest of the community to relocate the Townsend House, staff was authorized by the RDA to investigate the possibility of maintaining ownership of the Townsend House, keeping it in place, and incorporating both the Townsend House and another structure owned by the RDA referred to as the Margaret Cahoon House, into an historic plaza; and

WHEREAS, a concept plan for an historic plaza that incorporates the Townsend House and the Margaret Cahoon House was presented to the RDA on June 18, 2024; and

WHEREAS, during and following the concept plan discussion on June 18, 2024, members of the RDA raised questions about the plaza concept and the future of the Townsend House and the Margaret Cahoon House; and

WHEREAS, on July 16, 2024, the RDA met in regular session to consider, among other things, the future of the Townsend House, the Margaret Cahoon House, and the historic plaza and wants to memorialize and declare the RDA's intent regarding the future of the Townsend House, the Margaret Cahoon House, and the historic plaza.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of Murray City that:

1. It hereby declares its intent that the Townsend House and Margaret Cahoon House shall continue to be owned by the Redevelopment Agency of Murray in their present location and will be part of an historic plaza that will be developed at a future date.

Alternative #1:

1. It hereby declares its intent that the Townsend House and Margaret Cahoon House will be sold or conveyed to the developer of Block One, the structures demolished, and the land will be incorporated into the redevelopment of Block One.

2. The RDA staff are hereby authorized to take those actions required to carry out the purposes of this Resolution.

3. This Resolution shall be effective upon adoption.

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

REDEVELOPMENT AGENCY OF MURRAY CITY

Pam Cotter, Chair

ATTEST:

Brett A. Hales, Executive Director