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 5:00 p.m., Tuesday, October 15th, 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/. Citizen 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 entered into the meeting record.

RDA MEETING AGENDA
5:00 p.m., Tuesday, October 15th, 2024

1. **Approval of Minutes:** September 17th, 2024

2. **Citizen Comments:** (see above for instructions)

3. **Discussion Item:** Discussion on fund balances. – Brenda Moore, Finance Director presenting

4. **Discussion Item:** Triumph Group presentation on progress made on the property addressed 5025 South State Street. – Representatives of the Triumph Group presenting

5. **Action Item:** Consideration of a resolution authorizing the amendment to the purchase, sale and development agreement for the sale and development of real property located at 5025 South State Street and 149 East to 179 East Myrtle Avenue, Murray, Utah, and authorizing its execution. – G.L. Critchfield, City Attorney presenting

6. **Action Item:** Consideration of a resolution approving a grant of four hundred thousand dollars ($400,000.00) of RDA housing allocation funds to Birkhill Lofts, LLC to provide sixty-seven (67) affordable housing units for elderly residents aged 62 and older. – Phil Markham, CED Director 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 October 4th, 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, September 17th, 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	Others in Attendance
Rosalba Dominguez, Chair	Mayor Brett Hales
Pam Cotter, Vice Chair	Doug Hill, Mayor's Office
Adam Hock	Mark Richardson, Deputy City Attorney
Diane Turner	Brooke Smith, City Recorder
Paul Pickett (by phone)	Jennifer Kennedy, Council Executive Director
	Phil Markham, CED Director
	Brenda Moore, Finance Department
	Camron Kollman, IT Department
	Kim Sorensen, Parks & Recreation
	Joey Mittelman, Fire Department
	Rob White, IT Department
	Zachary Smallwood, CED Department
	David Rodgers, CED Department
	Elvon Farrell, CED Department
	Orden Yost, Colliers
	Anny Sooksri, Tea Rose Diner
	Jeffrey Kelsch, Tea Rose Diner
	Hooper Knowlton, Real Estate Development
	Members of the public, per sign-in sheet

CALL MEETING TO ORDER

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

APPROVAL OF MINUTES

Board Member Hock made a motion to approve the minutes for August 13th, 2024.

Vice Chair Cotter seconded. Roll call vote:

_Y_ Rosalba Dominguez
_Y_ Pam Cotter
_Y_ Adam Hock
_Y_ Paul Pickett
_Y_ Diane Turner

Motion passed 5-0.

CITIZEN COMMENTS

Chair Dominguez opened the public comment period for the meeting.

Delynn Barney expressed his desire for the chapel to be kept in its historical architectural style without much change. He expressed concern regarding the parking for a business in the chapel. The closest parking is a separate parcel. He asked if the two parcels are being sold together. He is concerned about traffic congestion. He is concerned about ADA access. He is also concerned about making the area with a dumpster look presentable.

Susan Wright spoke about the chapel. She provided a detailed history of the chapel and her previous ownership of the building. She said the building is just a shell and would take a tremendous amount of money to turn it into anything useful. She feels that Anny Sooksri's offer is very reasonable, given how much money she'll have to put into it. She said an office building would do nothing for the area. She believes that Ms. Sooksri's business would be pivotal to the revitalization of Block One.

Anny Sooksri, owner of Tea Rose Diner, spoke regarding her desire to purchase the chapel. She said she would keep the structure as original looking as possible. Her plan is to host events, in addition to her restaurant service. She said her offer is a bit low, but she knows it will take a lot of money to make the chapel look better. She said she's been in business in Murray for 17 years. She said she has strong support of the community, which will help her to be successful. She said she hopes the board will accept her offer.

Howard Brown spoke on behalf of Ms. Sooksri. He said her business draws patrons from the entire state of Utah, and even around the country. Her restaurant has a very good reputation. He said her business brings in a diverse culture, which is important. He feels her business is vital to the redevelopment of the area.

Michael Tanner spoke regarding the need for low-income housing. He said that everyone needs a place to live that's affordable or they will leave Utah. He suggested that the RDA board take the need for low-income housing into consideration.

Clark Bullen said that RDA money is supposed to be spent on economic development, to stimulate the economy and revitalize the area. He feels that getting more money from another investor would be a poor choice instead of choosing to sell the chapel to Tea Rose Diner, who is a proven asset to the city. He said the initial higher offer from another investor won't benefit the city in the long run. He said that Ms. Sooksri has proven herself a good steward of city resources and that she is a good business to have in Murray. He said that investing in her business will be worth it.

Chair Dominguez closed the public comment period.

DISCUSSION ITEM(S)

Discussion regarding requests to purchase the property located at 4889 South Hanauer Street, also known as the Chapel Property

Mayor Brett Hales said he feels this is an important issue for the city. He knows that some of the board members are concerned with the amount of the offers. He reminded them that receiving the highest offer isn't the most important factor in their decision. It's more important to focus on the type of business that will occupy the chapel and for the board to reinvest in the community. He said that the recent survey of residents pointed to the desire for more quaint restaurants. He said he's received a lot of feedback from residents that they want Tea Rose Diner to stay in Murray. He said that the chapel is a historical site, and that Ms. Sooksri will ensure it is preserved. He gave the board his firm recommendation for them to sell the chapel to Ms. Sooksri to operate the Tea Rose Diner.

Brenda Moore said that the purpose of the RDA is to generate economic development. She explained that funds for the RDA come from the county, the city and other tax sources. The goal is to place a business in the chapel that will generate taxes. She said housing would generate the least amount of property tax, not making it the best choice for that space. Office space would also not generate much property tax. Once the chapel is renovated, it will provide the city with more property tax. She believes that Tea Rose will be a better investment because it's a well-established business that will generate more revenue than other businesses.

Board Member Hock, Mr. Markham and Ms. Moore discussed the costs associate with building a parking garage in the future. Ms. Moore said that the city would not have enough funds to cover those costs at this time. Her suggestion was to allow businesses to develop Block One, which will generate revenue for the city, then they'll have the funds to build a parking garage and develop the plaza.

Orden Yost of Colliers, who is assisting the city in selling the chapel and adjacent lot, said he's received three offers recently. He said there are some solid offers from other restaurants with a long history and multiple locations in Utah, who have offered more money. He said his firm is only entertaining retail offers. He asked for a firm timeline from the board. He said that one offer is for a business to run a food store, which would build on the backside of the building and would also offer soup and sandwiches on the upper floor. He had another offer to develop multi-family.

Mr. Yost and Board Member Turner discussed what the new form-based code will allow in the area. Board Member Turner said it will most likely not allow for multi-family housing.

He said that an option could be for the Tea Rose or another restaurant to rent the chapel.

Mr. Markham said that neither Ms. Sooksri nor the Kabob Bros are interested in renting the space. They would prefer to purchase it. He said that it's become clear these parcels have generated a lot of interest. He asked the board to come up with a deadline to accept offers. Then, provide a date by which they will decide what offer they'll accept. It will be very difficult to accept an offer for multi-family without knowing what will happen with the form-based code.

Vice Chair Cotter asked Ms. Sooksri if she'd prefer to stay in her current location and expand into the Margaret Cahoon House or if she'd prefer to move into the chapel. Ms. Sooksri said it doesn't matter to her because either option is going to cost a lot of money to renovate. The current location presents many challenges regarding the kitchen and its size. She would love to move to the chapel.

Board Member Hock and Mr. Markham discussed the space that the Tea Rose Diner currently operates in. Mr. Hock is concerned because he sees a viable restaurant already functioning in the space attached to the Margaret Cahoon Housel. Mr. Markham said the new plan for the plaza calls for the removal of their current structure. It's operating as a non-conforming use and not considered a viable space any longer. The proposed use for the space is to tear down the building and install outdoor seating. Mr. Hock asked what that would be used for. Mr. Markham said that's up for discussion and the proposed use is still being decided.

Mr. Markham said Mr. Yost has made a lot of effort to obtain additional offers, which is why he is pressing the board to set a date to accept offers. He said the city is getting closer to the rezoning the area to the form-bases code. It will be challenging for anyone who has purchased a parcel under the current code to be forced to conform to a code that isn't fully developed yet.

The board discussed when they want to set a deadline for offers and to make a decision. Vice Chair Cotter called for a special meeting to discuss the offers. She expressed concern about losing the offers if they don't act quickly enough. She called for a meeting to be held on the first Tuesday in October. Mayor Hales suggested to hold the discussion meeting on October 1st and then vote on October 15th. Some board members were concerned that won't be enough time. Chair Dominguez set the last day to accept offers by September 25th. Then they will have until October 1st to review the offers. Board members agreed with these dates.

Mr. Yost pointed out that it may be challenging to get all the offers by the 25th. He emphasized that the potential uses for the parcels make the situation more complicated and will open it up for a large variety of offers. Chair Dominguez said they'll continue to review offers if they come in after the 25th.

Mr. Markham confirmed that the board wants to have a special meeting on October 1st to discuss the offers. A vote may be taken at the regular meeting on October 15th.

Chair Dominguez said that's correct. They will get all the offers to the rest of the board on September 26th.

ACTION ITEM(S)

Consideration of a resolution approving the expansion of the employee downpayment assistance program to include employees of the Murray and Granite School Districts. – Zachary Smallwood presenting

Zachary Smallwood presented the agenda item for the expansion of the Employee Down Payment Assistance Program to include employees that work for Murray School District and Granite School District.

Vice Chair Cotter asked if this could include part-time employees. Mr. Smallwood said they are limiting it to full-time employees for now.

Board Member Hock made a motion to approve the resolution of the expansion of the Employee Down Payment Assistance Program to include employees of the Murray and Granite School Districts.

Vice Chair Cotter seconded. Roll call vote:

_Y_ Rosalba Dominguez
_Y_ Pam Cotter
_Y_ Adam Hock
_Y_ Paul Pickett
_Y_ Diane Turner

Motion passed 5-0.

PROJECT UPDATE(S)

Phil Markham provided updates to the RDA board. He told the board that staff had a kickoff meeting with Rockworth Development Company concerning Block One. Staff was pleased with the meeting.

He said staff will be requesting $40,000 for conceptual plans for the State Street bridge in the Smelter Site. He said that Trae Stokes, the City Engineer, will be leading that effort. He said the funds are available within in the Smelter Site budget.

He said he was contacted by Hooper Knowlton, who is a developer working in the Fireclay Area. Mr. Knowlton will be breaking ground on a low-income senior housing project. He's asking the RDA board for a grant of $400,000 towards the project. The funds would come from the RDA's low-income housing budget. Mr. Markham said this is an opportunity to fulfill the RDA's requirement to invest in low-income housing. He said there is $1.6 million available in the budget for low-income housing that must be used. A formal request will be presented in the October 15th meeting.

ANNOUNCEMENTS

There were no announcements during this meeting.

ADJOURNMENT

Chair Dominguez adjourned the meeting at 6:27 p.m.

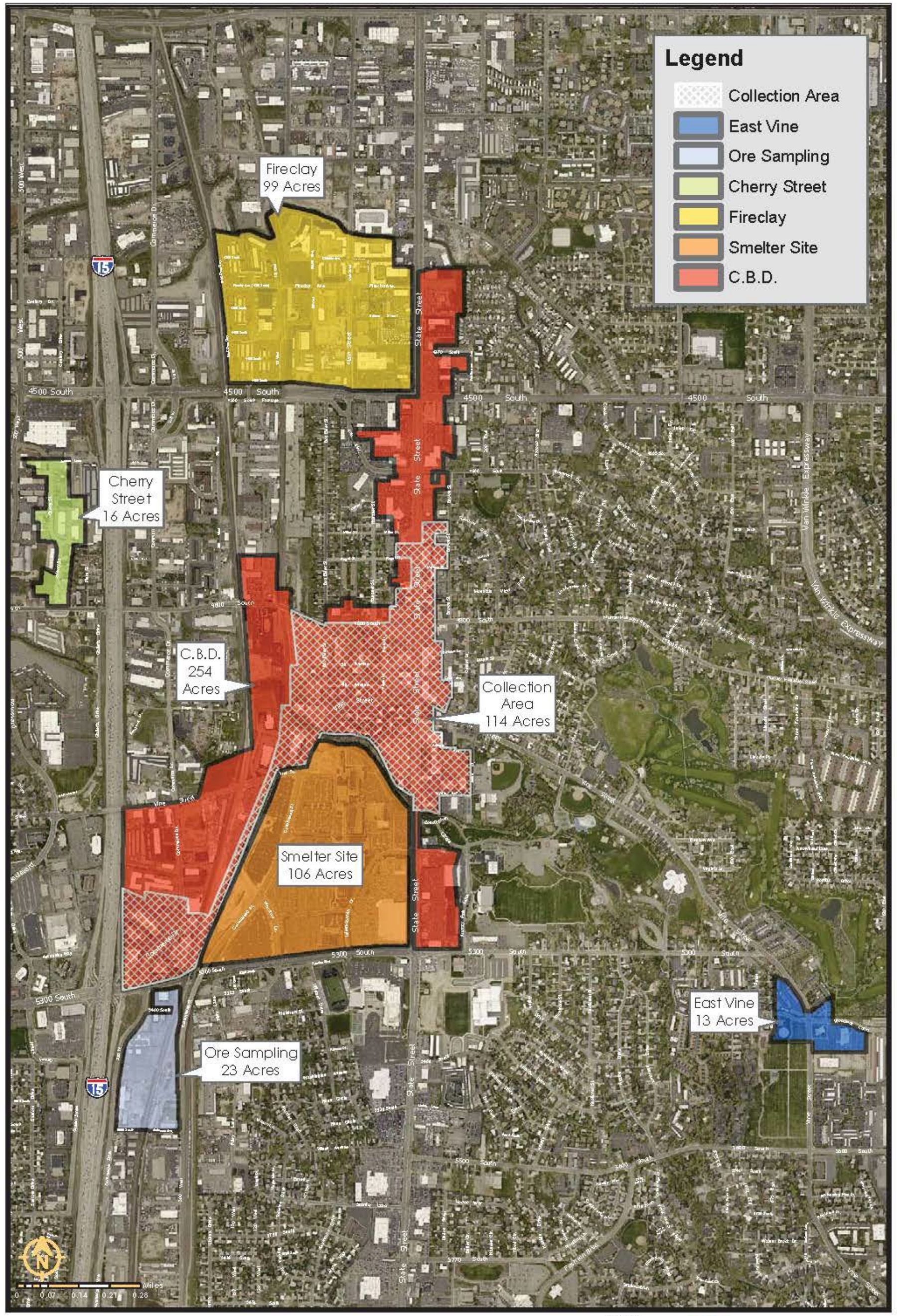
Philip J. Markham

Philip J. Markham, Director
Community & Economic Development Department

Redevelopment Agency Financial Discussion

Brenda Moore, Finance and Administrative Director

October 15, 2024



Murray Redevelopment Areas

MURRAY

ORE SAMPLING SITE

- One reimbursement agreement with Jesse Knight Legacy Center up to $2,500,000

- No tax increment is collected until the project is completed and the RDA activates the tax collection

- Some clean up activity is happening

CHERRY STREET

- Increment collection ended calendar 2023
- FY2024 ending area balance $38,977
- In FY 2025 funding curb and gutter repairs, or portion of Cherry Street storm water project $38,977
- Will close out the area at end of FY2025

EAST VINE

- Increment collection ends calendar 2028
- No low-income housing requirement
- Revenue in FY2024 $58,078
- Transfers $20,000 to the General Fund for infrastructure repayment
- Budgeted $125,000 for portion of the Vine Street repaving project
- Area balance FY2024 $173,619

FIRECLAY

- Increment collection ends calendar 2033
- 20% low-income housing requirement
- Increment collected in FY2024 $1,992,657
- Administration fees capped at 2% FY2024 $41,496
- Reimburse school district 12% of revenue, FY2024 $239,094
- 4 reimbursement agreements, remaining balance $6,602,148 FY2024 $756,183
- Transfers funds to Wastewater Fund for infrastructure repayment, $220,569
- Low-income housing balance FY2024 $1,606,576
- Area balance (unrestricted) FY2024 $3,180,240

CENTRAL BUSINESS DISTRICT

- Increment collection ends calendar 2034, with option to extend 2 years
- 20% low-income housing requirement
- Increment revenue in FY2024 $1,147,218
- Administration fees capped at 4% FY2024 $42,891
- Reimburse school district $400,000 per year
- No private reimbursement agreements
- Paying the 2016 Bond for property acquisition FY2024 $563,500 Payoff in 2034
- Transfer from General Fund for land purchases city hall $325,000 ends FY2026
- Low-income housing balance FY2024 $1,519,565
- Area balance unrestricted FY2024 ($813,327)
- The first $813,327 of any property sales should be used to bring area balance to zero

SMELTER SITE

- Increment collection ended calendar 2024
- Low-income housing balance FY2024 $220,314
- Sales tax to be paid in FY2025 for homeless shelter $220,314
- Area Balance unrestricted FY2024 $2,802,639

SUMMARY

Fiscal Year 2024	Admin	CBD	Fireclay	East Vine	Cherry	Smelter	Total
Revenues:							
Administrative allocation (interest)	(514,893.75)	(35,492.75)	200,799.66	10,241.68	2,299.25	167,135.64	(169,910.27)
Low-income housing interest		77,153.17	81,571.01			11,186.09	169,910.27
Tax increment receipts		997,774.40	1,641,949.40	58,078.00	156,437.00	933,875.40	3,788,114.20
Low-income housing increment		149,443.60	350,707.60			199,468.60	699,619.80
Transfer in (City hall land)		325,000.00					325,000.00
Rents and Misc		16,497.00					16,497.00
Misc Revenue							-
Bond Proceeds							-
Interest	514,893.75						514,893.75
Total revenues	-	1,530,375.42	2,275,027.67	68,319.68	158,736.25	1,311,665.73	5,344,124.75
Expenditures:							
Low-income housing		-	114,400.00			970,583.06	1,084,983.06
School District payment		400,000.00	239,119.00			136,001.00	775,120.00
RDA Area Expenditures		820,584.75	877,114.65	50,893.93	419,723.02	1,339,347.67	3,507,664.02
Total expenditures	-	1,220,584.75	1,230,633.65	50,893.93	419,723.02	2,445,931.73	5,367,767.08
Net gain (loss)	-	309,790.67	1,044,394.02	17,425.75	(260,986.77)	(1,134,266.00)	(23,642.33)
Low Income Housing July 1, 2023		1,292,968.28	1,288,697.72	-	-	980,243.35	3,561,909.35
Fund balance - July 1, 2023	-	(896,521.33)	2,453,725.07	156,193.73	299,964.25	3,176,976.41	5,190,338.14
		396,446.95	3,742,422.79	156,193.73	299,964.25	4,157,219.76	
Low Income Housing	-	1,519,565.05	1,606,576.33	-	-	220,314.98	3,346,456.36
Fund balance - June 30, 2024	-	(813,327.43)	3,180,240.48	173,619.48	38,977.48	2,802,638.78	5,382,148.80
Combined		706,237.62	4,786,816.81	173,619.48	38,977.48	3,022,953.76	8,728,605.16

PROJECTED

Fiscal Year 2025 projected	Admin	CBD	Fireclay	East Vine	Cherry	Smelter	Total
Revenues:							
Administrative allocation (interest)	(388,000.00)	10,511.33	126,058.89	9,665.39	-	85,928.86	(155,835.53)
Low-income housing interest		75,987.92	79,847.62			-	155,835.54
Tax increment receipts		997,774.40	1,641,949.40	58,078.00	-	-	2,697,801.80
Low-income housing increment		149,443.60	350,707.60			-	500,151.20
Transfer in (City hall land)		325,000.00					325,000.00
Rents and Misc		21,996.00					21,996.00
Misc Revenue							-
Bond Proceeds							-
Interest	388,000.00						388,000.00
Total revenues	-	1,580,713.25	2,198,563.51	67,743.39	-	85,928.86	3,932,949.01
Expenditures:							
Low-income housing		149,250.00	360,331.20			220,314.80	729,896.00
School District payment		400,000.00	239,094.00			-	639,094.00
RDA Area Expenditures		811,808.00	1,099,071.00	166,264.00	38,977.48	294,756.00	2,410,876.48
Total expenditures	-	1,361,058.00	1,698,496.20	166,264.00	38,977.48	515,070.80	3,779,866.48
Net gain (loss)	-	219,655.25	500,067.31	(98,520.61)	(38,977.48)	(429,141.94)	153,082.53
Low Income Housing July 1, 2024		1,519,565.05	1,606,576.15	-	-	220,314.80	3,346,456.00
Fund balance - July 1, 2024	-	(813,327.25)	3,180,240.66	173,619.48	38,977.48	2,802,638.96	5,382,149.34
		706,237.80	4,786,816.81	173,619.48	38,977.48	3,022,953.76	
Low Income Housing	-	1,595,746.57	1,676,800.17	-	-	-	3,272,546.74
Fund balance - June 30, 2025	-	(669,853.70)	3,610,083.95	75,098.87	0.00	2,593,811.82	5,609,140.95
Combined		925,892.87	5,286,884.12	75,098.87	0.00	2,593,811.82	8,881,687.69

Questions?

RESOLUTION NO. R24-__

A RESOLUTION AUTHORIZING THE AMENDMENT TO THE PURCHASE, SALE AND DEVELOPMENT AGREEMENT FOR THE SALE AND DEVELOPMENT OF REAL PROPERTY LOCATED AT 5025 SOUTH STATE STREET AND 149 EAST TO 179 EAST MYRTLE AVENUE, MURRAY, UTAH, AND AUTHORIZING ITS EXECUTION.

WHEREAS, the Redevelopment Agency of Murray City ("RDA") and the Triumph Murray Group LLC ("Purchaser") are parties to that certain real estate purchase, sale, and development agreement made effective December 22, 2023 ("Agreement") pursuant to which Purchaser has agreed to buy from RDA and RDA has agreed to sell to Purchaser that certain real property generally addressed as 5025 South State Street and 147 East to 1798 East Myrtle Avenue, Murray, Utah, and further described at Exhibit A of the Agreement ("Property"); and

WHEREAS, Purchaser is pursuing permits and approvals from Murray City for the purpose of acquiring the Property, permitting, constructing, and operating buildings and other improvements on the Property in accordance with the Agreement; and

WHEREAS, RDA wants to reduce its exposure to liability by demolishing the existing buildings and structures on the Property before the Property is sold to Purchaser; and

WHEREAS, RDA will pay demolition costs and receive reimbursement from Purchaser at or before closing; and

WHEREAS, Purchaser wants to eliminate the proposed observation deck of the tower and RDA agrees that such a change remains consistent with the character of the Project; and

WHEREAS, the Parties agree that having a firmer closing date will provide some assurance to the public, RDA, and Purchaser and may assist in Purchaser's leasing efforts; and

WHEREAS, the Parties want to amend the Agreement in accordance with the terms set forth in the attached proposed Amendment to the Agreement; and

WHEREAS, RDA Board wants to authorize the Executive Director to sign the Amendment and any other document to effectuate the Amendment.

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

1. It hereby authorizes the Amendment to the Real Estate Purchase, Sale and

Development Agreement for the property located at 5025 South State Street and 149 East to 179 East Myrtle Avenue, Murray, Utah as provided in substantially the form of agreement attached as Exhibit A.

2. The Executive Director of the RDA shall have authority to execute the Amendment to the Real Estate Purchase, Sale and Development Agreement, as well as any and all documents necessary to effectuate the amendment.

PASSED, APPROVED AND ADOPTED by the Redevelopment Agency of Murray City on this ___day of October 2024.

REDEVELOPMENT AGENCY OF MURRAY CITY

____

Rosalba Dominguez, Chair

ATTEST:

____

Brett A. Hales, Executive Director

<u>AMENDMENT TO REAL ESTATE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT</u>

[5025 South State Street; 147 East to 179 East Myrtle Avenue, Murray, Utah]

This Amendment to Real Estate Purchase, Sale, and Development Agreement ("Amendment") is made and entered by and between the **REDEVELOPMENT AGENCY OF MURRAY CITY** (the "RDA") and **TRIUMPH GROUP MURRAY, LLC** ("Purchaser") to be effective as of the date signed by the RDA (the "Effective Date"), when signed by both parties.

A. RDA and Purchaser are parties to that certain real estate purchase, sale, and development agreement made effective December 22, 2023 ("Agreement") pursuant to which Purchaser has agreed to buy from RDA and RDA has agreed to sell to Purchaser that certain real property generally addressed as 5025 South State Street and 147 East to 1798 East Myrtle Avenue, Murray, Utah, and further described at Exhibit A of the Agreement ("Property").

B. Purchaser is pursuing permits and approvals from Murray City for the purpose of acquiring the Property, permitting, constructing, and operating buildings and other improvements on the Property in accordance with the Agreement.

C. The RDA wants to reduce its exposure to liability by demolishing the existing buildings and structures on the Property before the Property is sold to Purchaser. RDA will pay demolition costs and receive reimbursement from Purchaser at or before closing.

D. Purchaser wants to eliminate the proposed observation deck of the tower and RDA agrees that such a change remains consistent with the character of the Project.

E. The Parties agree that having a firmer closing date will provide some assurance to the public, RDA, and Purchaser and may assist in Purchaser's leasing efforts. RDA proposes and Purchaser agrees that setting a firmer closing date is in the best interests of the parties.

NOW, THEREFORE, for valuable consideration and subject to all the terms and conditions of this Amendment, RDA and Purchaser agree that the Agreement shall be and it hereby is amended as follows:

1. Section 2 of the Agreement is amended to include the original paragraph as subsection (a) and to add subsection (b) as follows:

2. **<u>PURCHASE PRICE; REIMBURSEMENT OF DEMOLITION COSTS</u>**.

<u>(a)</u> The purchase price of the Property ("Purchase Price") is NINE MILLION FIVE HUNDRED AND TWENTY THOUSAND DOLLARS ($9,520,000.00), together with Purchaser's acceptance and adherence to the requirements for development and use of the Property as set forth in this Agreement. The amount paid, together with the Purchaser's fulfillment of the requirements of this Agreement through diligent performance by Purchaser of

its obligations and duties will constitute consideration to RDA in an amount equivalent to the fair market value of the Property.

(b) Promptly following the execution of this Amendment, RDA shall at its expense (but subject to reimbursement by Purchaser) secure all necessary permits, approvals, and following the Murray City procurement process, cause the demolition of the existing buildings and structures located on the Property. All demolished materials from the demolition structures shall be salvaged, recycled, or be legally disposed of. RDA will initially pay the cost of demolition and removal of the existing buildings and structures. Purchaser agrees to reimburse RDA for its costs of the demolition as outlined in a separate reimbursement agreement. Pursuant to the reimbursement agreement between RDA and Purchaser, Purchaser shall serve as the representative of the RDA in connection with the demolition. During the work to be performed under this subsection, Purchaser and its representatives shall have access at all times to the Property and shall provide sufficient competent personnel to visit and inspect the work during the course of demolition to determine the work and manner of it being performed. RDA and its representatives shall have access at all times to the Property.

2. Subsection 5(b)(ii)(5) of the Agreement is amended as follows:

> (5) The tower and open space plaza are essential to the character of the Project. The tower shall be ~~the maximum height of 74 feet at the observation deck floor level,~~ constructed as reflected in the renderings and plans, and in compliance with the steeple and tower standards allowed in the current zoning ordinances.

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3. Section 6 of the Agreement is amended to delete references to demolition in subsection (ii) and to add subsection (iii) as follows:

6. **CONDITIONS OF CONVEYANCE**.

. . .

(ii) has acquired all ~~demolition,~~ grading, building permit and approvals necessary to ~~complete the demolition and clean-up of the property to~~ construct the five (5) story medical office building part of the Project.~~.~~

(iii) has reimbursed the RDA for costs of demolition.

4. Section 7 of the Agreement is amended as follows:

7. **PURCHASERS DUE DILIGENCE PERIOD AND CONTRACT DEADLINES.** PURCHASER shall have One Hundred Twenty days (120) (the "Purchaser's Due Diligence Period") from January 1, 2024, to conduct Purchaser's due diligence, including without limitation examinations, reviews, and inspections of all matters pertaining to the purchase of the Property. Purchaser may terminate this Agreement for any reason whatsoever at any time during the Purchaser's Due Diligence Period.

Purchaser may waive the Purchaser's Due Diligence Period at any time and proceed to the Closing. In addition to the Due Diligence Period, the following deadlines apply:

Seller Disclosure Deadline: January 15, 2024

Closing Deadline: May 30, 2025 or 30 days from the date of receiving the demolition, grading and building permit for the five (5) story medical office building, whichever is sooner.

. . . .

5. All other terms and conditions of the Agreement shall remain in full force and control.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Amendment is executed to be effective as of the Effective Date.

Date: _______________ **REDEVELOPMENT AGENCY OF MURRAY CITY**

By: _________________________________
Brett A. Hales, RDA Executive Director

ATTEST:

By: ___________________________
Brooke Smith, City Recorder

APPROVED AS TO FORM:

By: ___________________________
G.L. Critchfield, City Attorney
Attorney for RDA

DATE: _______________

PURCHASER
TRIUMPH GROUP MURRAY, LLC

By: _____________________________
Name: James F. Allred
Title: Manager

By: ____________________________
Name: Jeremy Lowry
Title: Manager

RESOLUTION NO. _________

A RESOLUTION APPROVING A GRANT OF FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) OF RDA HOUSING ALLOCATOIN FUNDS TO THE BIRKHILL LOFTS, LLC TO PROVIDE SIXTY-SEVEN (67) AFFORDABLE HOUSING UNITS FOR ELDERLY RESIDENTS AGED 62 AND OLDER.

WHEREAS, pursuant to state law, the Redevelopment Agency of Murray City ("RDA") allocates a percentage of project area funds to affordable housing ("housing allocation") to benefit persons of moderate and low incomes; and

WHEREAS, BIRKHILL LOFTS, LLC is a Utah limited liability company to develop and operate a residential project at 4277 South Main Street, Murray, Utah known as the Birkhill Lofts project ("Project"); and

WHEREAS, BIRKHILL LOFTS is the fourth phase of the Birkhill Apartment Project will include sixty-seven (67) affordable units for elderly residents (age 62 and older) and will be financed, in part, through federal and state tax credits; and

WHEREAS, BIRKHILL LOFTS, LLC, as part of its financing represents that it will acquire federal and state tax credits and that as a condition of such credits, will enter into a Land Use Restriction Agreement or "LURA" that will run with the land and ensure that the affordable units remain as affordable units for fifty (50) years; and

WHEREAS, BIRKHILL LOFTS, LLC has requested RDA housing allocation funds in the amount of $400,000 to help fill a capital gap in project financing created by an unanticipated cutback in state tax credits and cost increases attributable to inflation; and

WHEREAS, as a condition of receiving federal tax credits, a Land Use Restriction Agreement ("LURA") will be recorded to run with the land to ensure the units remain as affordable units for fifty (50) years and will apply to all sixty-seven (67) affordable units for elderly residents;

WHEREAS, it has been determined that the completed phases of the Project benefit the City through increased property taxes and that completion of the fourth phase will contribute additional property taxes and benefit elderly City residents of low incomes.

IT IS THEREFORE RESOLVED by the Redevelopment Agency of Murray City as follows:

1. A $400,000.00 grant may be paid from the RDA Housing Allocation to BIRKHILL LOFTS, LLC at the closing of the construction loan to help fill a capital gap in the financing of the Birkhill Apartment Homes project created by an unanticipated cutback in state tax credits and cost increases attributable to inflation.

2. The RDA executive director or designee shall require documentation from BIRKHILL LOFTS, and review and approve such documentation establishing that the grant will be expended only for the requested purpose of constructing and providing sixty-seven (67) affordable units for elderly residents and that the units will remain as affordable units for fifty (50) years.

3. The RDA executive director or designee is authorized to enter into agreements and/or any documents or instruments that the executive director or designee, in consultation with the City Attorney, determines are necessary or advisable to effectuate the purposes and intent of this Resolution.

DATED this 15th day of October 2024.

REDEVELOPMENT AGENCY OF MURRAY CITY

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Rosalba Dominguez, Chair

ATTEST:

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Brooke Smith, City Recorder