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 special meeting beginning at 5:00 p.m., Tuesday, May 13th, 2025, 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/.

All citizen 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, May 13th, 2025

1. **Approval of Minutes:** April 1st, 2025

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

3. **Action Item:** Consider a resolution authorizing and approving the second 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. Chad Wilkinson presenting.

4. **Discussion Item:** Discussion regarding details to be included in the parking agreement between the Redevelopment Agency of Murray City, Murray City, and Rockworth Companies, LLC. Chad Wilkinson 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 May 7th, 2025, a copy of the Notice of Meeting was posted in accordance with Section 52-4-202(3).

REDEVELOPMENT AGENCY (RDA) OF MURRAY CITY

MEETING MINUTES

April 1, 2025

5:00 P.M. MST

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

CALL MEETING TO ORDER

MEMBERS PRESENT

RDA Board Members
Diane Turner, Chair
Paul Pickett, Vice Chair
Pam Cotter
Adam Hock
Scott Goodman

Others in Attendance
Mayor Brett Hales, Mayor's Office
Doug Hill, Mayor's Office
Jennifer Kennedy, Council Executive Director
G.L. Critchfield, City Attorney
Brooke Smith, City Recorder
Chad Wilkinson, CED Department
Elvon Farrell, CED Department
Zachary Smallwood, CED Department
Pattie Johnson, Council Admin Assistant
Joey Mittelman, Fire Department
Greg Bellon, Power Department
Ben Gray, IT Department
Rob White, IT Department
Kim Sorensen, Parks & Rec Department
Serra Nemelka, Rockworth Companies
Adam Davis, Rockworth Companies
Members of the Public (per sign-in sheet)

Chair Turner called the meeting to order at 5:00 p.m.

APPROVAL OF MINUTES

Board Member Cotter made a motion to approve minutes for February 18, 2025. Vice Chair Pickett seconded. A voice vote was made with all in favor.

CITIZEN COMMENTS

An email comment was received from Karina Johnson, which was added to the meeting record.

Janice Strobell spoke regarding the Rockworth agreement. She said she doesn't see a purchase price indicated for the Block One property or for the DAR building. She's concerned the prime downtown property is being given to Rockworth. She feels there's not enough transparency of the process with the project and that it is lacking in public input. She said it's been a secretive process. She said she doesn't see a cost indicated for things like underground parking. She expressed concerned about unknown aspects of putting in underground parking. She also said she in unhappy about tearing down historic buildings only to put up buildings that are trying to look historic.

Phil Markham spoke about the Block One project. He affirmed his support of the project. He disagreed that there isn't enough transparency. He said that the current conditions of the property are an embarrassment. He said it will take courage to implement the project but believes it is for the best.

Cathy White said the current downtown area is an eyesore. She supports the project and believes it will draw people to the area.

Dale Cox said that this has certainly not been a secretive endeavor. He said there have been ample opportunities for citizen input along the way. He pointed out that the buildings in the area have been vacant for over two decades and not generating any tax revenue. He said that businesses should be there to share in the city tax burden.

Andrea Rich spoke in support of the Block One project. She says she'd rather spend her money here in Murray supporting downtown. She'd love to be able to bike downtown and have the feeling of community where she and her family can meet and eat. She wants to make sure it's walkable and safe for kids. She hopes the project will retain a historic feel.

Susan Wright feels frustrated by the homeless issues in the downtown area. She spoke in support of the Block One project. She feels this development supports what citizens want, which includes eateries and entertainment. She said she's sad to she building she once owned looking so poorly. She is pleased to know that they will be renovated as part of this project.

Leanne Parker said that she has mixed feelings regarding this project. She is concerned about the high-density of various projects in Murray. She is still concerned about the density of this project. She wants to know if the city has truly taken public input into consideration. She wants to make sure citizens are getting what they want.

Chair Turner closed the public comment period.

BUSINESS ITEM(S)

Action Item: Consider a resolution authorizing the Redevelopment Agency of Murray City (RDA) to enter into a Development Agreement with Murray City (City) and Rockworth Companies for the redevelopment of property owned by the RDA and City beginning at the southwest corner of 4800 South and State Street and including a substantial portion of the property referred to as block one, located in Murray City, Salt Lake County, Utah (Chad Wilkinson presenting)

Chad Wilkinson presented this agenda item. He started by saying that a lot of discussion has gone into this process over a long period of time. He feels the developer has been very responsive to citizen input. He showed renderings of the future development of Block One, including buildings and open spaces. He said this agreement is the backbone of several other agreements to come. He described the aspects of the agreement, which includes two disposition agreements. Mr. Wilkinson said there are two types of property involved – RDA owned, and city owned. The participation agreement addresses what the RDA board will agree to contribute. Then, there is a parking agreement to consider at later date. He discussed logistics of the parking agreement once the participation agreement has been entered into. Mr. Wilkinson presented details of the development agreement. He discussed what the Rockworth Companies will contribute, which includes residential units, retail space, office space, as well some public and private parking, including surface and underground parking. He provided information about the potential sales tax, property tax revenue, and tax increment the development should generate for the city. The developer agrees to build lower residential densities and agrees to comply with the soon-to-be adopted form-based code. The RDA board would contribute 2.34 acres of property, as well as a contribution of $3 million towards underground parking and up to $1.5 million towards gas line relocation. Mr. Wilkinson discussed some logistics with the gas line that will need to be addressed with Enbridge. The city will contribution a small portion of land and funding towards parking. He said that Rockworth will contribute 32 structured parking spaces for city staff use. He said that the developer has a 120-day feasibility period for exploration to determine any conditions that may make the project unfeasible. They may come back to the RDA board to request additional accommodations, if needed. He noted that they do have the option to terminate the agreement if the property conditions can't be mitigated. He went over the site plan. He pointed out areas that are ear-marked for outdoor activity spaces and their various uses. He said that one email comment was received from Clark Bullen, sharing his support of the project. Staff recommends that the RDA board approve resolution for the development agreement between the RDA and Rockworth Development.

Board Member Goodman and Mr. Wilkinson had a conversation about tax increment and how it is calculated.

Board Member Cotter asked if tonight's development agreement is voted in, are the other agreements automatically approved. Mr. Wilkinson said, no. It means that the RDA will, in good faith, negotiate the terms of those agreements.

Board Member Cotter and Mr. Wilkinson had a discussion about the parking structure and the funds that the RDA will be give towards that.

Board Member Cotter expressed concerns about the costs of relocating the gas lines. Mr. Wilkinson said that Enbridge will share in the costs. The city is working with them based on a good faith agreement until a contract can be completed.

Board Member Cotter expressed concerns about the purchase of the DAR building if Rockworth falls through on their development. She asked if the city would have to pay Rockworth back for the cost of the building in that case. Although the city didn't force Rockworth to purchase the DAR building, it is beneficial to the development of downtown. Board Member Cotter took issue with the arrangements of the DAR being purchased. She was concerned about the available funds in the RDA if the city were in the position that they'd have to purchase the DAR building. She asked if the funds from Triumph's purchase of the old city hall would go into RDA funds. Mr. Wilkinson said they would. Board Member Cotter was concerned that no due diligence was being done. Mr. Wilkinson explained that it's part of the exploration that takes place during the feasibility period. She expressed concern as to whether or not due diligence was done for the purchase of the DAR building. He said it's included in the feasibility period.

Adam Davis of Rockworth Companies approached the podium. Board Member Cotter asked if he read the survey of citizen comments regarding residential development. He said his staff had read it. She called out that residents indicated in the survey that they do not want residential development.

Board Member Cotter and Mr. Wilkinson had a discussion about the housing downtown. Board Member Cotter said she feels that nightlife downtown is vibrant and doesn't agree that housing is needed to increase vibrancy. Mr. Wilkinson said that he appreciates her concern, but a residential component is a critical part of a thriving downtown. He feels that Rockworth has carefully designed housing to address the public's concerns about density. Having residents living downtown will provide a natural flow of daytime and nighttime business, as well as increase a feeling of safety for nightly activities. He said that including housing is important part of fulfilling the vision the RDA board has to revitalize Murray's downtown.

Board Member Cotter and Mr. Wilkinson had a discussion about the parking structure. She asked about the agreement for the parking development. Mr. Wilkinson said they are still working on it. She confirmed how much it will cost and how many stalls will be included, expressing that it seemed expensive. Mr. Wilkinson said that structured parking is quite expensive to build, quoting an average cost of $90,000 per stall. The agreement with the developer allows for the city to use a portion of those stalls. He noted that the city's financial contribution to the structured parking will facilitate a thriving downtown area. It's imperative to have sufficient parking for patrons. She expressed some concerns about the logistics of having enough stalls for staff and commissioners. He said those details will be worked out in the agreement.

Board Member Cotter asked about what was being voted on tonight. He said they are voting on the good faith agreement to move forward with the terms of the four participation agreements. Those will come before the board at a later date. He said that the agreements have provisions to allow for adjustments in the future, as needed. It allows for substantial issues to be brought before the council for further discussion and action.

Board Member Cotter said she did not have the fourth agreement for review. Mr. Wilkinson said it's not available yet. He said it is only a carbon copy of the other disposition agreement. The only difference is the size and legal description.

Board Member Cotter felt that she was not given enough time to review the three agreements prior to the meeting. Mr. Wilkinson said they were only provided for reference as part of tonight's discussion and will be voted on at a later date. She said she felt pushed into making a decision. He reminded her that they are only voting on the good faith agreement to move forward this evening.

Board Member Cotter asked about the potential of the RDA having to purchase the DAR building. Mr. Wilkinson said that agreements are anticipated to be presented to the RDA board in the next two weeks. This will be enough time to decide on them before the closing on the DAR building.

Mr. Davis spoke about the purchase of the DAR building. He said the closing is April 30th. He reassured her that the closing hinges on the RDA approving the agreements first. Board Member Cotter asked if Rockworth can push the date of the closing back further. He said they cannot.

Board Member Cotter moved to have a continuation of the vote until all materials are provided to the RDA board.

Chair Turner called for a second. Seeing none. The motion failed.

Vice Chair Pickett made a motion that the Redevelopment Agency of Murray City (RDA) enter into a Development Agreement with Murray City (City) and Rockworth Companies for the redevelopment of property owned by the RDA and City beginning at the southwest corner of 4800 South and State Street and including a substantial portion of the property referred to as Block One.

Board Member Goodman seconded.

_Y_ Diane Turner
_Y_ Paul Pickett
_N_ Pam Cotter
_Y_ Adam Hock
_Y_ Scott Goodman

Motion passes: 4-1

ANNOUNCEMENTS AND QUESTIONS

The next scheduled meeting will be held on April 15, 2025, at 5:00 p.m. MST in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

ADJOURNMENT

Chair Turner made a motion to adjourn the meeting at 6:11 p.m. MST.

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 rda@murray.utah.gov.

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Chad Wilkinson, Deputy Director of the Redevelopment Agency

THE REDEVELOPMENT AGENCY
OF MURRAY CITY

TO:	**Redevelopment Agency Board**
FROM:	**Chad Wilkinson, RDA Deputy Executive Director**
MEETING DATE:	**May 13, 2025**
RE:	**Agenda Item #3 – Resolution 25-28 Second Amendment to Real Estate Purchase Sale and Development Agreement-Triumph Group Murray, LLC**

On December 22, 2023, the Redevelopment Agency of Murray City ("RDA") and Triumph Group Murray, LLC, ("Developer") entered into an agreement for the purchase, sale, and development of the property located at 5025 South State Street and 147 East to 179 East Myrtle Avenue. An amendment to the agreement was approved October 17, 2024 which further defined the timing of the closing on the property and provided deadlines for the Developer to accomplish certain tasks related to the development. One of the deadlines established required the Developer to submit a building permit by May 30, 2025 and to close on the property within 30 days of the issuance of the building permit.

The Developer has requested an amendment to the agreement in order to extend the deadline for application for a building permit from May 30, 2025 to September 5, 2025 (90 days form the June 5, 2025 Planning Commission meeting). Over the past several months the development team has made significant progress toward completing the terms of the agreement. Notably, the Developer recently completed the demolition of the old city center building, the former school district administrative building, and the old Creekside High School building. In addition, the plans for the proposed development were recently reviewed by the Murray City Center District Review Committee and received a recommendation for approval subject to design revisions suggested by the Committee and code compliance issues identified by Community Development staff.

The Developer has been working on revisions to the development plans in response to the comments and identified Code issues and are requesting additional time to complete those revisions. Considering the recent progress made toward completion of the terms of the agreement, Redevelopment Agency staff recommend that the RDA Board grant the requested amendment providing for an extension to September 5, 2025 for submittal of a building permit application for the 5-story medical office building. Staff recommends that the agreement also be amended to include regular (bi-weekly) update meetings with RDA staff to ensure that progress on the project continues.

Attachments:

1. Resolution 25-28
2. Second Amendment to Real Estate Purchase, Sale and Development Agreement with Triumph Group Murray, LLC
3. Request for Extension from Triumph Group Murray, LLC dated May 1, 2025

RESOLUTION NO. R25-28

A RESOLUTION AUTHORIZING AND APPROVING THE SECOND 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 Group Murray, LLC ("Purchaser") entered into that certain Real Estate Purchase, Sale, and Development Agreement with the effective date of December 22, 2023 (the "**Original 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 179 East Myrtle Avenue, Murray, Utah, and further described at Exhibit A of the Original Agreement (the "**Property**"); and

WHEREAS, the Parties entered into an Amendment to the Original Agreement with the effective date of October 17, 2024 (the "**First Amendment**" collectively with the Original Agreement, the "**Agreement**") to provide a more firm closing date and to provide for the demolition of the buildings on the Property and for the reimbursement of the RDA by Purchaser for the demolition of the buildings; and

WHEREAS, since the effective date of the Agreement, Purchaser (1) facilitated the acquisition for all required permits and acted as Project Manager for the demolition and removal of the old city center building, the former school district administrative building, and the old Creekside High School building; (2) on February 27, 2025 attended the duly noticed meeting of the Murray City Center District Review Committee ("**Committee**") and presented its application for a Design and Master Site Plan Review for the Murray Tower Plaza and received a favorable recommendation from the Committee subject to recommended revisions; and (3) has expended a substantial amount of money to produce the drawings, plans, and applications required for regulatory review by Murray City; and

WHEREAS, Purchaser continues to pursue 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, the Parties now want to amend the last paragraph of Subsection 5(b)(ii)(9) to provide for more frequent progress updates and to amend Section 7 of the Agreement to extend the Closing Date; and

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

WHEREAS, the RDA Board wants to authorize the Executive Director to sign the Second Amendment to the Agreement 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 and approves the Second 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 Second 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 2025.

REDEVELOPMENT AGENCY OF MURRAY CITY

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Diane Turner, Chair

ATTEST:

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Brooke Smith, City Recorder

Exhibit A

Second Amendment to the Real Estate Purchase, Sale and Development Agreement

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

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

This Second 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.

RECITALS

A. The RDA and the Purchaser entered into that certain Real Estate Purchase, Sale, and Development Agreement with the effective date of December 22, 2023 (the "**Original Agreement**") and an Amendment to the Original Agreement with the effective date of October 17, 2024 (the "**First Amendment**" collectively with the Original Agreement, the "**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 179 East Myrtle Avenue, Murray, Utah, and further described at Exhibit A of the Original Agreement (the "**Property**").

B. Since the effective date of the Agreement, Purchaser (1) facilitated the acquisition for all required permits and acted as Project Manager for the demolition and removal of the old city center building, the former school district administrative building, and the old Creekside High School building; (2) on February 27, 2025 attended the duly noticed meeting of the Murray City Center District Review Committee ("**Committee**") and presented its application for a Design and Master Site Plan Review for the Murray Tower Plaza and received a favorable recommendation from the Committee subject to recommended revisions; and (3) has expended a substantial amount of money to produce the drawings, plans, and applications required for regulatory review by Murray City.

C. Purchaser continues to pursue 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 RDA desires more frequent progress updates.

D. Under the terms of the Original Agreement, Triumph agreed to provide progress updates and under the terms of the First Amendment, the parties agreed to include a firm date for closing the purchase and sale of the property.

E. The Parties now want to amend the last paragraph of Subsection 5(b)(ii)(9) of the Agreement to provide for more frequent progress updates and to amend Section 7 of the Agreement to extend the Closing Date.

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

1. The last paragraph of Subsection 5(b)((ii)(9) shall read:

(ii) Project must be developed and constructed substantially the same as depicted in the attached drawings and descriptions.

. . .

In an effort to provide RDA additional security and to cooperate as closely as possible in the necessary activities required to build and the completion of the Project, Purchaser will provide regular biweekly (every two weeks) progress updates to RDA/ Murray City including, but not limited to, copies of equity investments and loan commitments, with the understanding that the names of the equity investors will be redacted from said documents, but upon RDA's request Purchaser will provide information sufficient to allow RDA to confirm that all investors lawfully qualify to invest in the Project.

2. 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: Purchaser shall apply for the building permit for the State Street five (5) story medical office building no later than ~~May 30~~September 5, 2025. Closing shall occur no later than Thirty (30) days from the date of issuance of the building permit for the State Street five (5) story medical office building.

3. This Second Amendment is part of the Agreement. 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

Triumph Design Build
5151 South 900 East #250
Salt Lake City, Utah 84117

Murray City
Chad Wilkinson
Community & Economic Development Director

May 1, 2025

Dear Chad,

This letter is to inform you that we are formally requesting an extension of the deadline for submitting a building permit. Originally, we had anticipated receiving approval from the planning commission sometime in February, however, that did not happen, and as of today we have not submitted all the necessary documents in order to be on the agenda with the planning commission. We are still working on design issues and won't be finished for several more weeks.

As we have continued to work on the design for this project it has become clear that it is much more complicated than originally anticipated, however, we feel that building elevations of all sides of the buildings are not necessary as we have provided a 3-D model and renderings that clearly show each side of the building as well as the materials used. Both the Murray City staff and the design review committee have recommended additional changes to the plans, and several issues have presented themselves, including the set back requirements, the grading, and parking inside the plaza.

The codes for the set back from a road that curves have forced us to extend the building on Arlington Avenue, and the 18 foot set back code that is required on State Street has changed the configuration and floor plans for that building. The building on State Street is 6-7 feet higher than the sidewalk along that street, because of this we've put in some retaining walls and additional landscaping to improve the aesthetic of this building.

One item that was missed by both the Murray City staff and the Triumph Design Group was a sidewalk that extends north and south through the project. We would like to create instead, a plaza space that offers pedestrian access and creates more of a community center where arts and community activities can be hosted. This would require the removal of some parking inside of the plaza area, but we feel it would be extremely beneficial to the larger community feel of the project. We intend to add landscape, trees and seating areas in order to make it a pleasant open space where people from the community can gather.

With these items in mind, we intend to have our documents submitted for review in time for the June 5th planning commission meeting. If we receive final approval, we intend to apply for a building permit 90 days from that approval. We do feel that our changes to the design have improved the project overall, and we appreciate working in partnership with the city.

Sincerely,

James F. Allred
Triumph Group Murray, LLC