



## MURRAY CITY MUNICIPAL COUNCIL RETREAT

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The Murray City Municipal Council met for a retreat on February 14, 2017 in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

### Council Members in Attendance:

Diane Turner, Chair	District #4
Dave Nicponski, Vice-Chair	District #1
Blair Camp	District #2
Brett Hales	District #5

### Excused:

Jim Brass	District #3
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### Others in Attendance:

Ted Eyre	Mayor	Jan Lopez	Council Administrator
Janet Towers	Chief Administrative Officer	GL Critchfield	City Attorney
Frank Nakamura	City Attorney	Doug Hill	Public Service Director
Pattie Johnson	Council Office	Tim Tingey	ADS Director
Stan Hoffman	JR Miller	Lane Critchfield	JR Miller
Justin Zollinger	Finance Director	Danny Johnson	Contract Appliances
Eliot Setzer	Resident		

Chair Turner called the Council Retreat to order and welcomed those in attendance. She noted Mr. Nicponski would be arriving late and Mr. Brass was excused due to illness.

The following discussions occurred:

### Downtown Development - Tim Tingey, Frank Nakamura, Justin Zollinger

Visual maps and pictures were used to discuss the Murray City Center District (MCCD) and to review the vision and purpose for the area. A total of 13 public input meetings were held over the last few years, which included public processes in city council meetings. Mr. Tingey proceeded to provide background regarding criteria and boundaries.

As stated in the current ordinance adopted by the council, a model was created for the area related to development. To promote a walkable and connected area, Mr. Tingey reviewed the ordinance as providing:

- Open space elements
- Sustainable buildings
- Mixed uses
- Density
- Parking
- Office spaces
- Transit oriented uses
- Neighborhood components and gathering places
- Restaurant, civic, cultural arts
- Commercial and residential oriented spaces

The approved General Plan described the area as a historic downtown space, where the Downtown Historic Overlay District (DHOD) was actually in place prior to the Murray City Center District (MCCD); in that, the DHOD, was replaced with the MCCD. Mr. Tingey pointed out important components of the approved plan by noting characteristics such as:

- Historical preservation and restoring character.
- Urban design and appearance, including street scape and architectural buildings.
- Live theater, social dancing, music stores, and other similar elements.
- Cultural and civic uses.

The new city hall, Murray Park amenities, the Boys and Girls Club, Ken Price ball field and city library would all be located in or on the border of the area. Therefore, the plan suggests compatibility of land uses, addressing the need for buffers and transition areas and developing the downtown with economic niches and new business opportunities.

Historical factors would enhance the integrity of Murray, creating a true downtown place where residents, live work and play. Focusing on the pedestrian experience, promoting alternative modes of transportation and increasing growth opportunities would allow residents to stay in Murray. Maintaining focus on the goal and vision for the downtown is very important to the process.

He noted a step-back element in building density, which was provided in the city code and would prevent the construction of a 40-story building close to the street. The look and feel of the area was just as important as the residents enjoying the area.

Mr. Nakamura felt it was important to confirm that the policy direction with high density, commercial and housing was where the city was headed. Related to the overall vision, differing views on whether it was positive or negative had been revealed, however, he felt it was the right track for the city to be on. His hope was to see continued conversations with the community related to the plan.

Mr. Hill noted when a number of residential properties are placed in a small area, the biggest factor for him would be moving people in and out effectively without gridlock. If the vision was to increase

residential in the downtown area, assuring that adequate traffic studies were scheduled would be essential. He felt creating office and retail settings was different from residential traffic settings.

Mr. Camp wondered if the same would apply for water and sewer needs. Mr. Hill stated it was true, although, with recent upgrades to the system the city is in a good position to handle water and sewer issues. The city was in good shape whether residential or commercial growth came about. Traffic was his main concern.

Related to traffic, Mr. Tingey said proposals included meetings exclusively with the developers, representatives from JR Miller, to conduct a traffic study for the west side of downtown Murray. This had been ordered and evaluating the results would be considered an important part moving forward.

Ms. Turner appreciated the ordinance review and the reminder of what the original Murray vision had been and what the focus still is. Creating a wonderful, inviting and walkable downtown space was important to her and the vision should not be lost, due to many issues that come up during the planning process.

Mr. Tingey agreed that this vision would change the downtown area completely. Policy direction, after council approval, confirmed the focus was to improve the area, as well as, maintain a small town feel. However, opposition from many constituents would be certain as the plan moves forward. Significant change was obvious and how the public views the vision would be interesting, even after attending 13 public meetings. Positive comments were certainly noted at all of those meetings. Ms. Turner added one of her constituents admitted to being afraid of all the changes in the city, however, after understanding the vision, this resident is now in full support.

Mr. Hill noted density had already changed parts of the city, for instance, in the Fireclay area. The character in that part of the city has also changed due to the growth. Recognizing density as having disadvantages and advantages is important, overall, recognizing the disadvantages assist in moving forward.

Mr. Nakamura agreed the city has concerns regarding density along State Street as it is and thought concerns could be enhanced possibly more so, with the new plan.

Mr. Hill stated traffic is becoming difficult in Murray during rush hour, however, it is not as bad compared to other communities in the valley.

#### **Exclusive Developer Agreement** - Tim Tingey

After a request for the qualification (RFQ) process was completed, In November 2015, the city entered into an exclusive developer agreement with JR Miller. A committee, including citizens, was formed to assist in selecting the development group and entering into this agreement. The initial terms of the agreement was an 18 month period from November 2015 to work on a number of projects, including the new city hall, office space, site work, landscaping, and public amenities. An art center, parks and open spaces, with commercial and residential projects would be constructed by them. A parking structure, utilities and road work was included in the plan.

In addition to the terms, a clause exist within the agreement, which provides an additional 12 month extension to the 18 month agreement. The clause references the developer substantially fulfilling its obligations with respect to the above projects. May of 2017 signifies the end of the 18 month term. Conversations with JR Miller indicate their interest in the 12 month extension.

During this time, the city attorney's office worked on a draft amendment to include a 1031 Exchange the developers were involved in. Addressing the timeline and various concerns, terms could not be met and the 1031 is not in the forefront any longer.

Meetings with JR Miller representatives have occurred to decide how the exclusive developer agreement should be amended, in order to define exact roles in moving forward with the project. The developers have also been informed of other information the city would like to obtain, prior to contemplating the extension. For example, the developer costs to the present point need to be presented to the city. Nothing will be brought to the council, until requested information is made available from the developer. The final decision is up to the RDA board and the city council, as to how the exclusive developer agreement will be amended. Negotiations are ongoing and the hope is to provide an agreement for the council's review.

Mr. Camp asked if negotiations with the developer were getting closer to finding common ground. Mr. Tingey said there were many areas that needed to be addressed. Working through those issues and understanding them clearly would hopefully result in common ground.

Mayor Eyre said he attended several of the meetings and worked with the JR Miller group and city attorneys. He felt there was cooperative effort from both groups and said it speaks well to combine two visions and work together as a team to bring it about. He stated the agreement was extremely complex with some vague interpretation yet to be resolved. He voiced optimism to get over each hurdle. With the purchasing of a great deal of land and conducting eminent domain for the first time ever in the city, natural slowdowns occur. Through each situation, the mayor gave credit to the JR Miller group with city cooperation for positive solutions and he believed that specific instances of disagreement or misunderstandings could be resolved in order to move on quickly.

Mr. Hales agreed and felt difficulties came when information was not clear. He felt if the city was going to move forward it should continue the process, if not, then conclude the work. He believed those negotiating should communicate what really needs to be said, even if it was negative. He thought miscommunication was slowing the process up. Ms. Turner agreed the process had taken a great length of time.

Mr. Zollinger said he would speak up, to state his opinion to the mayor and to the city council that it was imperative to separate city projects from JR Miller projects. The city could move forward with the new city hall, fire station and road work pointing out that another entity involved was not necessarily needed. It was important only to coordinate together. The city should control its own costs, architect

and contractor through the entire process. He felt this was the best overall approach to get projects completed.

Mr. Hales asked Mr. Zollinger, as a city financial director, if he was comfortable with the way plans were going. Mr. Zollinger responded that the city is currently bonding for its own city hall, however, there were currently many unanswered questions related to the finances, much of which Mr. Tingey just outlined.

Mr. Tingey reported the viewpoint of JR Miller developers was that projects should not be separate, but instead, all combined. They felt development services and construction manager should be provided by them. Resolving these issues was necessary in negotiating the extension to the exclusive developer agreement.

Ms. Turner asked what changes in terms of the agreement might occur if projects were separated. Mr. Tingey stated this was the content of the negotiations and the overall change would be defining the roles between city projects and private projects. Collaboration would occur, however, they would not oversee the public projects. This was the source of conflict and they have not come to terms. After an agreement is formed the council would then make the final decision.

Mr. Nakamura confirmed the agreement would expire in May of 2017 and if certain conditions were met, there was a 12 month extension available. It has yet to be determined if those conditions have been fully met. He felt this was a significant issue and something that needs to be addressed related to continuing with the developer.

Mr. Tingey added, the original agreement addressed very conceptual elements, however, there were details lacking at the time the parties entered into the agreement. He reiterated, roles need to be clear and defined in structure in order to move forward.

Ms. Turner asked how it would affect downtown development if the decision was made not to continue with a 12 month extension. Mr. Tingey said part of the agreement actually addressed multiple development agreements, each for a specific site or project. As the city enters into those separate agreements with the developer, issues would be resolved and projects could move forward. The hope is to resolve differences, however should that not occur, the process discontinues in May. He felt it would mean starting all over, which was something he did not want to see happen.

Mr. Nakamura commented there were provisions for handling the discontinuation and termination of the agreement but he had not looked into that at this time.

Mr. Hill wondered if the city has funding for the project, is purchasing land, constructing the city hall, the parking structure, fire station, and providing road work, all separately, why the developer was actually

needed by the city. If all public projects were handled by the city, he wondered what we want the developer to do.

Mr. Tingey stated much had been accomplished in preparation for both public and private projects. JR Miller Development Group had played a key role by coordinating and working with architectural groups, programming city hall, completing surveys, site layout and planning. All of their work had been very important to the city. As they anticipated becoming the chief developer for construction of both public and private projects, as mentioned before, this is where conflict in roles needed to be determined. The question remains what additional responsibility the developer would provide in the next step.

Mayor Eyre stated a tremendous amount of legal interpretation work had been done by both the city and the developers. Much of that work is not physically seen by each team and senior staff. The intent of the original agreement and coordinating efforts was very important to understand it.

Mr. Nakamura felt Mr. Hill's question was very appropriate, as to why the city needed a developer from here on out. Mr. Hales said the question had not crossed his mind until now, however he agrees, as well.

Mr. Hill admitted it was a learning experience, since the city had never planned such a large project and noted the city was not just looking at projects individually. Typically the city always built, managed and constructed their own projects. The city never utilized a developer to construct the Park Center, or never had a developer build a fire station, it has always been the city that has built and managed its own projects. He believes the city has its own resources and capabilities to do that again, as long as there is funding. The funding has always been the biggest challenge, therefore, with funding, capability and resources the city can build all these structures on its own, with the help of some consultants, of course. To Mr. Tingey and the mayor's thoughts, he would reiterate the city has never developed an entire city block or a series of city blocks before, therefore, the tricky part was to successfully coordinate and develop an area where there are not just public buildings, but one that would include private projects.

Ms. Tuner said her concern was about the vision, which had all the renderings of a very walkable, connected community. She wondered whether the developer had a clear understanding of what Murray really wanted to achieve and if they would be able to connect with that concept, which was decided long ago.

Mr. Tingey agreed, and stated there is only one shot at getting it right, for all parties involved in the project. The overall desire was to create a special place, which would last for many, many decades. It is not an easy thing to accomplish with so many parts, including markets and market driven elements, public driven elements and public processes and visioning. None of it is an easy process because the city wants to make sure it is done correctly, including the right mix of uses and protecting the public interests. It was just as important for the developers and their reputation.

Ms. Turner said one of her constituents informed her that the decisions entrusted to her and the council were of great importance and the constituents put their trust in the elected officials. Ms. Turner took this very seriously.

Mr. Nicponski asked Mr. Tingey if he agreed with Mr. Hills' comments about utilizing the developers for city projects. Mr. Tingey repeated that defining rolls on public projects was the priority to determine before moving forward. Mr. Hill added he agreed with and Mr. Tingey on the challenge presented, however, the general feeling was the city could complete the public projects without having to pay developers. The developer seems to think the original signed agreement would allow them to be part of constructing public projects, which is part of the legal wrangling during negotiations. The question remains, is this what the agreement had intended, or not, and could the city move forward on its own without having to pay the developer to construct public facilities.

Ms. Tuner asked how this could be determined. Mr. Tingey said they are currently working on this question and negotiations were ongoing.

Mayor Eyre said the developer has always wanted to assist Murray in achieving the vision. The developer would like to make a profit and provide a new downtown in a reasonable amount of time. Both would agree momentum should not be lost and neither would want the project on 4800 South State Street strung out for another five years.

Mr. Nicponski asked Mr. Tingey if there was anything the council could do in order to help keep things moving forward. Mr. Nakamura stated the council was the ultimate decision maker and providing the council with all the details would prepare them for what would be coming for their consideration.

Mr. Tingey said having a clear understanding of the issues was a very important part of making decisions. Mayor Eyre agreed.

Mr. Hales said his biggest concern was fees and getting each party to agree as to what would be appropriate. Being transparent and comfortable with fees is an important issue for the council themselves. Connecting those numbers is a priority and would result in better decision making.

Mr. Zollinger agreed. The city needs to know what costs are so far and having those answers, as Mr. Tingey mentioned earlier, will be of great value in resolving the conflict.

Mr. Camp stated, obviously if the decision regarding the extension needs to be made within the next couple of months, it is important for negotiations to be completed, so a recommendation can be presented to the RDA within the deadline.

Mr. Tingey said his hope was to work out differences within 30 to 60 days. There are two parts of the agreement to consider. One was defining the exclusive development agreement, the second, related to

agreements for the sale and development of the project encompassing the block of 4800 South, west to 5<sup>th</sup> Avenue. To address Mr. Camp's comment, Mr. Tingey was hoping recommendations would be coming soon, which meant negotiating major complex issues.

### **Downtown Property Acquisition Review** –Tim Tingey

An important part of property acquisition by the city and the RDA was to ensure a completely open public process in order to provide transparency relating to cost of the property acquisition. Mr. Tingey gave great credit to city attorney's office for their assistance.

Using a map and photos, each individual property involved was reviewed in terms of whether it had been acquired or not. Other properties were also shown and discussed relating to various acquisition issues.

A color coded map depicted acquired land and the terms on the property. (See Attachment 1)

- City land acquired or under contract – Salmon/Pink
- Developer negotiated for private use - Green
- Eminent domain - Purple

The city has both purchased and has a great deal of property under contract to make the project happen. Some properties were acquired several years ago and much has been acquired very recently. In general, Mr. Tingey shared a broad overview of the area and stated it was not 100% accurate because property along the northwest corner of the map, reflecting the large salmon colored area, was UTA property and the city would eventually sell part of it. Green parcels are under contract with the developer and purple areas were those properties whose owners were sent offer letters in order to avoid eminent domain.

Mr. Camp asked if there was still a need to acquire property along Vine Street frontage in order to construct the new road. Mr. Tingey confirmed it was the plan, however, the current issue was whether acquiring the entire property or just a portion of it was necessary. Mr. Zollinger pointed out a green area on Vine Street, where Hanauer Street would be extended to Vine, behind the Murray mansion. Six property owners are involved in order to complete the road. The road configuration was defined in a public process working with the county and the state approximately six years ago.

Mr. Hill added, since the road configuration had now changed slightly, the environmental document would need to be amended. The reason for amending the document was to ensure utilization of federal funds, in case the road should ever be developed to the north. Currently, city funding would be utilized to buy properties and develop the new road needed for the downtown project.



Once the city owns the property for the road extension the project would move forward. The city would eventually sell properties for development along State Street and negotiations with the development group are ongoing.

Mr. Camp asked, if there be a need for trading property when taking out part of an existing parking lot in order to relocate the road. Mr. Hill said the plan was to avoid the telecommunications property altogether due to high cost.

Mr. Nakamura felt the council should understand how some of the acquisitions occurred because there were no negotiations on the city's part. He explained the developer negotiated the sales and purchase contracts, then afterwards, assigned them to Murray. Therefore, expenses were incurred and defined in the purchase agreement, which the city was unaware of until after the fact. He reiterated, contracts were assigned to Murray City then purchases were completed.

Mr. Tingey confirmed, negotiations with developers during the assigning took a different approach due to such a mix of properties. The situation was not similar to the school district, which purchased 22 residential single family homes at once. In this case, a blend of residential homes, businesses, industrial, retail and cell tower properties were negotiated.

From Mr. Tingey's understanding, purchase prices were initially based on the taxable value of the property. Most offers were below market value and many had relocation components. He agreed with Mr. Nakamura, contracts were negotiated first by the developer and then assigned to the city.

Referring to the map again, Mr. Tingey reviewed closing statements for each individual property. (See Attachment 2.) Detailing transactions, he noted the following fees: the contract sales price, earnest money, taxes, commissions, title charges, phase one environmental work, general legal costs, and reimbursed earnest money. He explained whether 3% or 6% commissions were paid on each property, depending on whether a realtor was initially in place or not. As part of the public record, fees and closing documents for each property was studied. The real estate company used was IDI Real Estate.

Mr. Nakamura noted one agreement was different from the others, which had split commissions between Dakota Pacific and IDI, so that normally two commissions would be seen. He said the uniqueness of the assignment costs, appears in all of the purchase agreements, which was apparently pro-rated across all properties involved, therefore, there would be no way to know exactly how the general percentage of costs were calculated. Mr. Nakamura said, for the record, it was important to note how all transactions occurred. He encouraged council members to let him know about any questions regarding the expense items as they reviewed each purchase agreement.

- 6 East 4800 South was reviewed.

- 20 East 4800 South - This was the Jack Yu property, which was one of the first properties acquired.
- 3 West 4800 South - The Nanco property and Frankie and Johnnie's Bar were mentioned. Mr. Nakamura noted the added costs on the purchase agreement for Frankie and Johnnies Bar, due to complexities for terminating a lease, \$30,000, and tenant reimbursement and tenant relocation cost, \$15,000, which was one of the most expensive.

Ms. Turner asked what relocation costs were. Mr. Nakamura reiterated \$30,000 included not only relocation costs for the business, but also lease termination, which was a lease hold due to improvements made. Mr. Zollinger noted a charge for \$4,000 for unpaid lost rents to the seller. Mr. Nakamura noted a cost of \$3,262, which he said was unaccounted for.

- 15 W 5<sup>th</sup> Avenue - Mr. Tingey mentioned tenant Peppmuller with negotiated rent and relocation fee, although vacancy had not occurred.

Mr. Nakamura pointed out clean up fees of \$600 and \$900 due to car removal. He felt these fees were unusual for the transaction.

- 21 West 4<sup>th</sup> Avenue was reviewed.
- 32 West Fourth Avenue – This was the Hurzeler residence and the owners purchased and moved into a NeighborWorks property in the area.
- 22 East 5<sup>th</sup> Avenue was reviewed.
- 28 East 4<sup>th</sup> Avenue, was reviewed showing the Burton property also had a tenant lease fee.
- 36 East 4<sup>th</sup> Avenue – Mr. Nakamura explained two items on the purchase agreement. One was \$20,000 for moving and storage expenses for dispersing items from the home to family members. Second, a legal fee of \$715. Mr. Hales asked for details of the charges and Mr. Nakamura referred to the agreement.

Mr. Hill asked if there was any transaction that would cause the public to say the city spent too much money for these properties. He mentioned the situation Salt Lake City was going through with the Sugarhouse homeless site. Mr. Hales wondered what Mr. Hill meant by spent too much and was he referring to purchase prices or high fees to the developer.

Mr. Hill explained it would be unfortunate for the city to be in a situation paying more than what was reasonable for a property. Mr. Nakamura felt he pointed out fees that were an issue, such as, \$30,000 and \$20,000 in assignment fees, which could certainly be noted to raise questions.

Mr. Tingey reiterated the basis of the negotiations did not start at high market prices. Offers started low and as negotiations proceeded increases occurred. In some circumstances, such as, appraisals for eminent domain, costs ended up higher than original property offers. As stated earlier, original offer prices generally started at the tax evaluation amount.

Mr. Hales referenced how hard it was when the Fraternal Order of Eagles came to a council meeting and expressed concern about having to move after being there for many years and becoming debt free, therefore, finding the right offer was difficult.

Mr. Hill asked if the city, by whatever means, was unable to own all the needed properties (depicted in the green and purple areas on the map) at the north end of the project where the new parking garage is planned, would it affect whether or not the structure could be built. Also, in theory, if parcels to the south could not be purchased, including the Eagles facility, where city hall would be constructed, could the ability to build public properties seriously change the plans for the area, including where the road was planned.

Mr. Tingey said the answer was yes, which is why eminent domain was an option to be considered and would be decided by the council within the next 30 days.

Mr. Hales felt the majority of property owners were in favor of the project and understood how important it was for the city to treat them fairly.

It was noted that Danny Johnson was present in the meeting, who is one of the property owners located in the purple area where negotiations are continuing. Other property owners would continue to work with the Ombudsman's office to get purchase agreements completed.

Mr. Camp asked had any properties been placed under contract in the last week since their last meeting. Mr. Tingey stated no. Ms. Turner asked if the Fraternal Order of Eagles organization was progressing in negotiations. Mr. Nakamura stated due to some very significant issues mediation was underway. Ms. Turner acknowledged the 30 day timeframe allowed for determining what to do and where to relocate. Mr. Nakamura felt it could take much longer. Mr. Tingey agreed, agreements would not be in place in 30 days, even though negotiations could be further along. Mr. Nakamura said he would provide copies of the mediation request to the council for review. Besides the Fraternal Order of Eagles', the other property involved with Ombudsman's office was Cejvan.

Mr. Hill asked if purchasing eminent domain properties had to be completed before the developer agreement could be executed, or were they unrelated. Mr. Tingey answered, they were not related to

the developer's plans; properties were only necessary for the new city hall and open spaces. Eminent domain could not be accompanied with private development, only public purpose. Mr. Hill asked how critical it was then, for these specific properties to be purchased before the exclusive developer agreement was executed. Mr. Tingey stated it was not necessary for properties to be purchased, however, the developer hoped the city would move forward accordingly, which they had recently expressed.

Mr. Tingey noted the Murray mansion site on the map. Meetings occurred with the Wrights, who are also the owners of another property under contract, used as a reception center parking lot. The parcel is needed for the new road. The reception center is closed, however, should they reopen it or sell it for reception use, the terms of the acquisition require provisions for a future parking area. The Wright family is interested in selling the mansion to the city because they want to see it maintained, long-term, by someone who would value the historical structure.

With many upgrades needed, Mary Ann Kirk and the History Advisory Board suggested the possibility of utilizing the mansion as a future home for the Murray City Museum. Mr. Tingey said cost remains the biggest question for necessary upgrades and grants would be possible for the long-term. Mr. Zollinger had done a great job organizing cost totals, however, this purchase cost was not included in original acquisition totals. Mr. Tingey asked the council for their thoughts on the matter.

Mr. Nicponski stated, without knowing the overall end cost and considering the direction the city was going, regarding what had already been spent and what funds were still needed, it was hard to decide. He felt he could not make a recommendation at this time because everything could all change.

Mr. Tingey agreed, costs for purchasing the mansion had not been negotiated. Mr. Zollinger said the Wrights requested \$2 million for the entire property, which included the parking lot already under contract, however, the value is not certain because an appraisal has not been pursued.

Mr. Camp asked what offer amounts had been rejected. Mr. Tingey said most expressed offers were related to the various, interesting uses allowed in the area. However, the Wright's desire was for preservation to be enjoyed by the public.

Mr. Zollinger stated other city properties could be sold in order to equal the \$2 million asking price, if the city wanted to acquire the mansion. For example, the courthouse building after the new city hall was constructed. However, the biggest challenge would be timing, whereas, the Wrights could be completely surrounded by construction until funding was available, since the city would not purchase it ahead of time. The city planned and saved \$4 million, with plans to bond for \$24 million, and by redirecting funds from sales tax monies, the city could provide for the projects, however, this purchase was not included in the budget.

Mr. Nicponski asked where the parking structure fit into the timing and budget.

Mr. Zollinger explained the funding sources, detailing the majority of the parking structure costs were anticipated to come from the sale of the current city hall property, which would be sold after the city offices were moved to its new location. By freeing up the .2% in sales tax money, the city hall and fire station projects would be completed first, however due to inflationary costs related to their construction. The \$4 million in savings might not be sufficient.

He continued, also combining sales tax dollars with the proceeds of selling the 4800 South and State Street properties, \$7.5 million more was anticipated. Again, considering construction inflation, and the possibility of increased property value of the current city hall site, it would be hard to determine if construction costs could be met or balanced as timing remains to be the priority.

Ms. Lopez asked if the mansion property could be leased until the court house was sold. Mr. Zollinger said if the city purchased the mansion in increments, a new payment of \$200,000 in the operating budget would still be lacking. He felt leasing was better for the seller by taking capital gains on a smaller amount, however, for the city it would be demanding to calculate a new \$200,000 payment into the current balanced budget.

Mr. Nicponski felt it was realistic to say the city did not have funding to purchase the mansion at this time.

Mr. Camp said his understanding was that the parking structure was going to be the first structure constructed. Mr. Zollinger confirmed, it had been, however, as property was not acquired as quickly as anticipated, the decision was made to use the bond proceeds for it. By putting land purchases first inflationary land costs would be avoided and construction of the city project could begin sooner. The priority order flipped, therefore, the parking structure was moved in scheduling.

Mr. Tingey confirmed the delivery of a parking structure was still important, however, the sale of property is very important to provide funding for the parking structure.

Mr. Camp understood the situation as one of the issues with developing 4800 South and State Street, in that, the parking structure would be delayed.

Mr. Nicponski affirmed, constructing city hall first, would allow for the sale of the current city hall property; he asked how long before the completion of the new city hall. Mr. Zollinger stated approximately a year and a half.

Mr. Tingey said the top priorities are currently in this order: construction of the fire station, freeing up land to build the parking structure, construction of the road, with the new city hall afterwards.

Mr. Nicponski asked Mr. Zollinger how this could occur with the current fire station occupying land needed for the parking structure. Mr. Zollinger said one conversation with the developers was a request for them to buy the current city hall property, before the city got too far down the road with its other projects. However, this became a top concern and the city was not comfortable selling, before acquiring the land to build or taking public input on the new city hall project. Once the public was in support of the city project, the city could possibly consider the developer's request.

Mr. Tingey stated the consideration to sell the current city hall property and yet remain on it until ready to move into the new one is part of the discussion on the agreement with the developers. The final decision would be made by the city council.

Mr. Zollinger explained the city would not agree to leasing the facility, but paying maintenance fees only. He expressed there were many complex details and nothing had been negotiated about this option at this time. He would not recommend paying a lease payment because it would become an additional cost.

Mr. Hill mentioned the new park component, within the new public grounds as another public infrastructure project not discussed frequently. He wondered if the city would own it and make park improvements, which would also create costs. Additionally he asked how the development of the park would fit into the construction schedule with the unpurchased Wright property sitting in the middle of the undeveloped public park, for who knows how many years.

Mr. Zollinger stated it could sit there, as much as, four years. Mr. Hill wondered if a private entity would even want to purchase the mansion in this setting. The possibility of turning it into a restaurant or unique space would be fine, however, would a buyer want a private business situated in the middle of a public park, he asked.

Mr. Zollinger asked if the city would want a private property in the middle of a public park. The city council would need to review all the details, not overlooking the cost of \$2 million to purchase the Wright parcels, as well as, consider the renovation costs. Mr. Zollinger reiterated it created a demanding situation, even with selling the court house and other small properties in order to come up with funding. He would not recommend draining reserves any lower.

Mr. Nicponski said the meeting had been very enlightening and he appreciated all the information. He stressed the importance of careful spending and he wanted to be very clear, he would not support a property tax in his district for the new city hall.

#### **Parking Structure Standards and Governance** – Mr. Tingey

In order to explain parking structure standards and governance, Mr. Tingey used a map pointing out 4800 South and State Street to describe concepts discussed with JR Miller developers. Owned by

Murray City, the land has been considered for sale where negotiations have been ongoing with developers for a mixed use project. Developers are proposing a 120,000 square foot office building, including 200 residential units above commercial space, and the park element would be important for residential and commercial components. Other concepts would continue further south on State Street, however, Day Murray Music would remain. A 614 space parking structure is anticipated in order to serve the expected private and public parking needs in the surrounding area. The new city hall and fire station could utilize the structure as well.

The initial intent of the extension and the expansion of the redevelopment area and how it will lay out, for both public and private structures in the area was explained, whereby, the county and taxing entities are willing to contribute funding towards parking structures. Parking in the downtown is very limited, which has been an impediment to growth and business wanting to thrive and expand. Constructing a parking structure fulfills one of the important obligations the RDA made, by committing to it and augmenting economic development for the area. Therefore, the facility would not only provide parking spaces for new constructed city projects, but accommodate existing tenants and businesses in the area, as well as, new private projects.

As far as governance of the structure, the city is trying to determine the appropriate way to move forward with it. Defining how the parking facility would function, with all associated uses, considering long-term issues, related to maintenance and growth in the area is a primary focus. From the developer's perspective, since they are constructing an office building, the expectation was that office visitors and employees would utilize the parking structure. Therefore, the city must determine workable terms for all groups in the area.

A parking consultant was hired to assist in the arrangement of all governing elements for parking structures, in terms of combining private and public use. Benchmarking comparisons of Murray's needs to what other communities have determined will be evaluated by the consultant. Negotiations are ongoing for possible land sales, as well as, developmental concepts and a final proposal that is satisfactory for both the developer and the city would be coming to the council for approval. A major concern and the worst possible outcome would be to develop the dense projects, without adequate parking space.

Mr. Camp asked if parking for the residential components would be self-contained. Mr. Tingey explained there was a parking component within their facility, however, developers have indicated a desire to utilize the city parking structure, as well, for some of the residential units. Mr. Nicponski asked if the parking for their residential facility was underground. Mr. Tingey stated portions would be.

Mr. Hales affirmed, the city parking structure would be utilized by both the developer's private projects and the city's public projects. Mr. Tingey confirmed it would be shared. Mr. Hales wondered what the percentages were for sharing, or would it be first come first serve. Mr. Tingey stated these are some of the negotiations underway, where 20% of the spaces could possibly be reserved, which was 120 stalls

for office and residential and the rest would be considered open parking. If an office building of 4-5 stories was constructed and if utilizing the city parking structure was necessary for all developments in the new area, both parties would have to come to an agreement, however, nothing was certain at this time.

Mr. Nicponski added the office building layout seemed to have parking available to the west side. Mr. Tingey agreed, however, it was not close to what would be required for the size of the facility.

Mr. Nicponski wondered if two to four parking tiers would be less expensive than an underground parking and also wondered how many tiers would be required. Mr. Tingey said parking tiers were less expensive, however, all parking construction was expensive; he stated the parking structure plan was 4-5 stories high, providing 614 parking spaces.

Mr. Hales asked if construction costs for the parking structure would be shared between the city and the developer. Mr. Tingey said the proposal declares the city would pay for it entirely, therefore, the city would have full control of managing it. Costs for leasing out parking spaces is yet to be determined. The developer had ideas they are interested in and would like the city to pursue those suggestions, however, the hired consultant would assist in those evaluations, so that a good proposal related to these matters could be presented to the council.

Mayor Eyre stated the initial proposal was a five story parking facility. Mr. Tingey agreed. Ms. Turner asked the cost for the parking structure. Mr. Tingey stated costs could range from \$6-8 million. Ms. Turner felt it would be beneficial to get the project moving forward soon.

Mr. Hill added, from a transportation perspective and after the traffic study was complete, allowing 4<sup>th</sup> and 5<sup>th</sup> Avenue to continue through to State Street and to the new Hanauer Street alignment, would be necessary, otherwise the only option for exiting the parking structure was to State Street. He felt this would be a concern for the Utah Department of Transportation (UDOT), therefore, having a connection from State Street to Hanauer would be ideal, because the more routes possible would alleviate traffic problems. Mr. Tingey agreed there were site plans for this consideration.

#### **Right-of-Way Vacation** - Tim Tingey

Mr. Hill addressed the alignment on Poplar Street and said at some point it would need to be vacated and then the new alignment of Hanauer Street would be built. Both would require relocating many utilities. The largest is a high pressure gas line that belongs to Questar Gas Company serving the power department's gas turbine engines. One line runs below the future city hall. A meeting with Questar occurred, where in principle, they approved the relocation of the lines, however, the question remains, who would cover costs. That issue remains the single largest cost associated with vacating roads could total between \$250,000 and \$500,000. The assistance of city attorneys would be needed to interpret the franchise agreements.



Mr. Tingey confirmed the council would need to determine vacating right-of-way for those projects and relocating lines would be needed on both Poplar Street and 5<sup>th</sup> Avenue. There is significant cost involved and the city is waiting for utility companies to provide needed documentation.

Mr. Hill agreed and said in order to build the new road, land acquisition would need to happen first. He said Questar indicated their likelihood to pay for the line on Poplar Street. Although, it was unlikely they would cover the cost for 5<sup>th</sup> Avenue because the only customer utilizing those lines was the Murray Power Department and lines were considered laterals.

Mayor Eyre said when a parking structure was initially considered, the city looked at above grade parking for a cost of \$11,000 per stall a total of \$7 million. Recent evaluations show prices at \$12,000 per stall, with an estimated cost of \$7.5 million. Recently, architects informed the city that the price per stall was a \$15,000, pushing the cost to construct a structure to \$9 million. Mayor Eyre felt during a construction boom companies could charge just about whatever they deemed reasonable, which was unfortunate for the city.

#### **Historic Preservation** - Tim Tingey

As mentioned earlier, Mr. Tingey provided background about the Downtown Historic Overlay District (DHOD) ordinance, which stated buildings could not be torn down unless there were life, health and safety issues, along with other well proven economic issues. It is very difficult to demolish older facilities according to historical overlay regulations, however, the MCCD, which replaced the DHOD, provides slightly more flexibility now. As requested by property owners in the area, especially if significant projects could add better value to the area, more flexibility of tearing down historic buildings has been provided. Keeping in mind the importance of the historic preservation related to codes, processes and determining factors still remain. Mr. Tingey conveyed those factors to the council since it was important they understood the implications because they would be considering the issue in the future.

From the current MCCD code, the following was reviewed regarding relocation and demolition options:

The city would allow for the relocation of historic buildings by way of a certificate of appropriateness, which is subject to approval by the planning commission. Recommendations and reports along with site details for relocation, would be required by the Murray City Design Review Committee and the History Advisory Board.

Certificate of appropriateness would also be required for demolition, therefore, after the planning commission determined the certificate, whether approved or not, three scenarios exist where an evaluation of demolition would occur.

1. Owner would suffer extreme hardship permanent deprivation of economic use or return if demolition was denied.
2. The owner's property would be diminished.
3. Eminent hazards to public safety have been verified in writing by building officials. (For example, the Harker building, owned by the city was burned in a fire, damaging it significantly inside. The city fire chief and others involved in evaluating, verified in writing the building was an eminent hazard and the building was demolished.)

Under the current ordinance, in addition to the above three scenarios, an exception process is provided. After final decision by the planning commission regarding demolition of a significant building, the following criteria would need to be met. Again, due to upcoming projects, Mr. Tingey felt the council would need to understand the additional exception option within the current ordinance.

1. The applicant has demonstrated to the planning commission that the proposed development is impractical, based on the condition of the existing structure.
2. The new proposal, in its place, has to adhere to the goals and objectives of the MCCD
3. The proposal must demonstrate compliance with ordinance standards
4. If demolition was determined, a monument or inscription would be included in the project proposal, including a narrative describing the history of what was once there.
5. A development agreement must be executed between the city and the property owner regarding the project.

Mr. Tingey further explained, in # 5 the development agreement would have to be approved by council, prior to issuance of the certificate of appropriateness given by the planning commission. The council would deliberate on the development agreement for approval or denial.

The following criteria are required within the development agreement:

1. There must immediacy of the project with a development timeline period of 24 months.
2. If demolition is approved, the property owner would provide a performance security and financial guarantee equal to 125% of the estimated cost of the project to ensure completion. (In case of failure to rebuild after demolition.)
3. Demolition shall not be approved until a building permit has been issued and evidence of adequate financing is provided for proposed development.
4. Value of proposed project must be at least five times the current assessment evaluation of the property.
5. Proposed project must include all commercial or a mix of residential and commercial, equal to square footage and 100% of ground floor, with an additional 25% commercial in upper levels.
6. A demonstration of the proposed number of jobs created, including wage and benefits.
7. Public benefit must be substantiated.

8. The planning commission shall make a determination after all above criteria has been met.

Mr. Tingey reiterated, a determination for demolition could be made, once all criteria is met. The task of tearing a building down was not an easy one, however, this provision provided opportunity.

Since the MCCD has been in place, the city has not undergone the demolition process of a historic building, with the exception of the Harker building, which did not require the above steps, therefore, assessing several issues still remains, regarding evaluating code standards. Ms. Turner asked when the MCCD was approved. Mr. Tingey responded 2011.

Specific elements of the development agreement would be carefully considered in detail, to determine whether or not the evaluating standards would be feasible. For example, on a \$30 million project, 125% of a performance security resulted in a significant amount of money; this type of security could be difficult to attain. Therefore, the provisions will be further reviewed with the assistance of city attorneys, in order to determine whether changes to the code might be proposed for the council's consideration.

The same would also apply with a multi-phase project, where modifications to the provisions for standard evaluations would be required.

Two new construction projects were presented to the Design Review Committee and the History Advisory Board, which provided recommendations to the council. The ordinance states both projects need to be approved through development agreements with the city council, prior to the planning commission making a final determination on certificate appropriateness.

Project #1 is on State Street between 4800 South and Fifth Avenue:

1. Tear down the existing historic Brown building and incorporate a new façade component into the proposed JR Miller larger mixed use office building. The project has not gone to the planning commission at this time, or the city council, as working out the terms are underway with the RDA. The History Advisory Board recommended incorporating façade elements into the new office building with the step back provision, and where practical, incorporate other design elements related to historic structure features.
2. Relocating the Townsend Home to the park element, which was also proposed in 2008.

Project #2 is a proposed assisted living facility on the corner of Jones, Arlington and Vine Street. Photos of historic buildings were shown, which included the old Carnegie Library, the LDS First Ward and the Vine Street duplexes. The new facility would be constructed in their place, along with retail components on Vine Street.

Possible design plans and sketches of the project were submitted, along with landscaping features. Two options were explained for project #2:

1. Demolish historic buildings mentioned on Vine Street and construct the new assisted living facility, along with small retail shops, a bistro, and salon in their place. The majority of the space would be utilized for the assisted living center.
2. Retain the Carnegie Library and tear down other buildings mentioned, therefore, wrapping the project around the corner and extending it further south down Jones Court.

Both projects would include incorporating similar existing historic features into the design. For instance, a tower, resembling the existing tower of the First Ward would be constructed, as well as, imitating window shapes of the existing buildings with brick elements and various architectural features. Interior ideas, and perspectives, were shown to contain the historic feel of what was once there.

Ms. Turner asked if this was a JR Miller construction project. Mr. Tingey confirmed it was their proposed project.

Mayor Eyre inquired how the project would include available parking. Mr. Tingey pointed out the area, which would accommodate all surface parking for the project.

The History Advisory Board had concerns about the tear down of all five buildings and wanted at minimum, to retain the library and one other building. They also requested more historical features in design, since the area is considered a row of historical buildings with a series of Murray history. Further important recommendations were given to the council for their review.

Mr. Camp asked if the most recent constructed addition onto the Carnegie Library would remain and be integrated into the new project. Mr. Tingey explained since it was not part of the historic component, it would not. Conversations with the Wrights have occurred and they have shown interest in acquiring the structure as well, for a dance facility.

Mr. Camp asked if the area would need to be rezoned in order to approve it. Mr. Tingey stated, originally yes, due to height concerns, however, the plans have been adjusted with the current proposal and would no longer need to be rezoned. The council amended the ordinance in the MCCD a few months ago to allow for assisted living.

Mr. Tingey felt the presentation was important for the council to understand the facts of the proposal, which would come to the council as a development agreement. Mr. Camp thought the concept was great and Ms. Turner agreed and favored the idea of interior designs replicating history in a museum effect. It was recommended to JR Miller representatives that they work with Mr. Brass since the proposed project was in his district and residents were very vocal in their involvement.

Ms. Lopez asked, related to design, which plan was preferred, buildings that were separated, or connected in one structure. Ms. Turner favored having the buildings separate and she did value the input of the History Advisory Board.

### **Public Process**

In order to better involve the community and remain transparent about what the plans are for a new city hall and other public facilities the public process is a priority. Mr. Tingey provided information on how to approach a focus group or conduct public open houses. He welcomed additional suggestions in how to unveil the plans to the public for their input.

Mr. Tingey attended a meeting with the Murray Library Board on January 18, 2017. It was a successful meeting in an open setting, where the city presented overall plans for the downtown area to the public. Residents heard and saw plans in detail, including possible locations for the parking structure, new office building and city hall. Topics regarding density and mixed use were discussed, allowing for a specific question and answer time. Residents were asked their opinion of the direction the city was going. Mr. Tingey said it was a very positive approach with an excellent group of people, who gave a positive response. Most recognized the need to provide a vibrant downtown so that it would not die.

Good feedback was given from the Business Enhancement Committee, related to city planning, and the opinions of residents who actually live in the developing area were found to be very positive as well.

Positive input was received during discussions with the History Advisory Board related to historic preservation elements and there was no negativity towards the proposed plan.

Moving forward could potentially bring about specific dates and structuring could be similar to that of the Macquarie project. A few Ideas and options were suggested:

- **Focus Groups**

By creating focus groups consisting of residents, business owners and city employees good input could be collected. A facilitator would ask more specific questions, get more input and determine the thoughts of these groups. From there, the public open house would occur.

- **Open House Format**

The department has held many open houses for things such as the General Plan and MCCD in the past. They would occur at places such as, Murray High School or the Murray City Library, as well as, Cottonwood High School, in order to include the residents who were annexed into Murray City. The

format provides renderings, pictures and drawings of the overall plan. Questions during the presentation of the concept are welcomed.

- **Hire a public relations group**

Mr. Tingey reiterated he was open for suggestions.

Ms. Turner asked what the purpose of a focus group was compared to a public meeting. Mr. Tingey explained during a focus group a more personal dialogue was achieved similar to the Committee of the Whole. Having the general input of 100 people during a public meeting, understanding personal views related to very specific issues was difficult to address. During a focus group, important personal concerns could be better heard, modifications could be considered and detailed information, related to many elements, are honed in on, which would provide for an improved public open house outcome.

Ms. Turner wondered how people were chosen for focus groups. Mr. Tingey explained there were various ways, similar to the Macquarie situation, where council members provided a list of names suggesting people from each district. Each district would be represented including residents, small business owners and employees.

Mr. Nakamura added since this was one of the largest projects the city has done he would recommend hiring a public relations or media firm to attain a professional approach because public input on the vision was very critical. Experts could take the required time and help alleviate that process from Mr. Tingey and his staff.

Mr. Nicponski agreed, a communications firm, who specialized in community affairs might be more beneficial because they concentrate on organizing community groups and meetings. Mr. Nakamura noted another city that did not utilize such a firm and regretted it later. He felt using a specialized business firm would be very valuable due to their established contacts.

Mr. Nakamura felt Mr. Hill had more insight on the subject where a professional was hired for 5900 South road work and the canal trail project. Mr. Hill confirmed it was helpful, especially for the canal trail, which had become very controversial.

Mr. Nakamura stated it provided the city with some independence rather than putting Mr. Tingey at the forefront of controversy.

Ms. Turner asked the cost of a professional firm. Mr. Hill said the cost for the canal trail, which was small in scale, was \$7,000, and does not include mailings or facility rental. He estimated \$20,000 for this type of assistance for the downtown project. Mr. Nicponski stated when spending tens of millions of dollars, it might be well worth the investment. Mr. Hales said if Mr. Tingey felt his

department could handle the task and preferred to do it, he should organize it. Mr. Tingey said he would not want to hire a firm who would end up doing only part of the job, where the city would still manage most of the work.

Mr. Nicponski felt bids should be accepted in order to understand the process and what the obligations of a firm would be. Ms. Turner felt finding a firm would delay the project even further and asked if Mr. Tingey had a preference. Mr. Tingey said quotes would be easy to attain and he felt Mr. Nakamura had a very valid point. Public opinion was quite important and the city would not want the public to think the concept was being forced on the residents. He was willing to go either way because public perception should be considered.

Ms. Lopez wondered how much time it would take to complete. Mr. Hill explained after he provided the firm with the initial scope of work and detailed information, it went rather quickly. It was agreed as to what they would handle, for instance, whether a website is used, type of presentations given, if emails would be used, scheduling buildings and whether they would provide materials and collect comments. All of these things are easy for the city to do, however, very time consuming.

Mr. Hales felt Mr. Tingey should be the one to decide if he needed the assistance. Mr. Tingey said he was open to going in that direction and pursue quotes.

- **Scheduling**

A suggested schedule had been prepared by Mr. Tingey. (Attachment 3.) Ms. Towers inquired about the scheduled dates and if they would no longer apply by hiring a professional firm. Mr. Tingey said based on the recommendations of the chosen firm the schedule could change. Mr. Hales asked if he was concerned about getting off schedule by allowing a firm to assist. Mr. Tingey felt a good firm could be hired and the assistance would help. For now, scheduling would be put on hold.

## **General Plan**

After many discussions, during many Committee of the Whole meetings, Mr. Tingey welcomed any further questions related to the General Plan. It was such a large document to review, however, a public hearing would be scheduled soon. The planning commission had done a great job in evaluating and providing input, and several issues had been addressed.

In addition, there was a recent proposal for a canal trail with public meetings underway. No specific reference in the current general plan map pointed out the trail at this time. However, the council would be notified by memo when it was ultimately incorporated. Therefore, due to the number of responses he received, from those with intent and interested in the project, an increase in public comments

related to the issue was anticipated at the next public hearing. Residents could convey a desire for property changes within the general plan, as it pertains to their property and the areas nearby.

Mr. Camp noted a zone change in R-1-6, which had been medium density, but now reflected low density. He asked if it was a trend nationally and wondered what the basis was for the change in the current plan.

After working with consultants, the change was not only a national trend, but also due to available land use resources. Changes related to people's desires, maintaining property, and market trends were indicators this was needed. Mr. Tingey said the idea was to provide single family products, utilizing land in a better way, where a very nice home could be situated on a 6,000 square foot lot, with less land.

Mr. Camp affirmed areas currently zoned as R-1-10, would be changed to low density, and 6,000 square foot lots could also be low density. Mr. Tingey confirmed. Mr. Nicponski asked the size of an average Ivory home. Mr. Tingey replied between 8,000 and 10,000 square feet and he agreed, this was a big change in how single family lots would be considered in the plan.

#### **Council Budget Requests for Fiscal Year 2017-2018**

Ms. Lopez asked for comments, concerns and questions related to the budget and asked about any needs or suggestions. Increasing small line items might be necessary related to special events such as Oath of Office, which was a larger expense incurred with an election year approaching.

The council was in a good position for the year, however, the possibility of a new printer in the council office was mentioned. With two district positions up for election office iPads might also be needed. Separating and regrouping council meal expenses also needed adjusting.

Mr. Nicponski thought there was value in conducting retreats off sight. The option would be considered since retreats had taken place off sight in the past, however, accommodating department heads would be easier if kept at City Hall. Retreats are open meetings, therefore, consideration for more space would be considered in the future.

An increase in travel reimbursements was also mentioned for council members who currently receive \$250 per month. Costs related to meals, phone use, and gas allowance was discussed. Mr. Camp noted the allowance for expense reimbursement was recently adjusted. It had been two years since the last increase.

Council members did not want any salary increase.

#### **Business License Fee Discussion**



Mr. Hales wondered if a grace period could be provided for new business owners to get their business license, in order to avoid late fees. He mentioned the state license and thought it was confusing. Ms. Towers said the process of attaining a state sales tax license number (sales tax I.D. number) was noted as a complete separate procedure, in comparison to the process of getting a business license.

Mr. Nakamura added a new business owner should know the proper steps in order to attain proper business licensing. He felt a grace period might be expected for other situations if this one was allowed, therefore he frowned on it.

Mr. Hales withdrew his request once he understood the state requirement.

### **Council Rules Discussion**

The council reviewed updated *Council Rules* prior to the retreat where revisions had been made throughout the document. The few major changes were mentioned and approved:

- Complete elimination of the Council Initiative Workshop (CIW). It was believed that the process was unnecessary in bringing forth a new business item because it could come to the Committee of the Whole (COW).
- Technical changes and updates were made where wording was changed; for example, when referring to a task done by the council chair, it had actually been handled and overseen by the council administrator. New wording would reflect the order of business.
- Language, referring to the title of specific meetings was updated.
- New wording was updated, whereby, the council chair has the ability to place items on the agenda, as well as, remove items from the agenda.

Mr. Hales noted the Murray Council was fortunate there had not been any conflict of interest in forming council agendas. Mr. Nakamura agreed the group was very fortunate, where abuse could be possible, which had not been his experience with the Murray Council.

- A new section on Closed Meetings was spelled out from state code into Murray City Council Rules.
- Criteria for neighborhood meetings was restructured, in order to attain better feedback.
- Under Finances an *Expense Allowance* was added detailing the *council would receive a monthly allowance to offset the cost for meetings, meals and local travel while conducting city business during their term of office*. The wording did not exist before.
- On agenda process, wording was added stating the chair could waive any of the process. For example, an urgent item could be added to the final agenda without being noted on a preliminary agenda.

Mr. Nakamura informed council updated rules could be approved during the retreat since it was considered internal business. Mr. Nicponski moved for approval of the revised rules and Mr. Hales seconded the motion. All were in favor.

### **Council Policies and Goals**

The topic was a catch all to review and consider everything discussed during the retreat. The council stated their approval with the set goals and policies.

Mr. Hales wondered if council policies were different from Murray City policies. Ms. Lopez explained council policies were included in the budget intent document only. The council did not have other policies separately recognized from that document, but could be changed if more goals and policies needed to be in place.

Mr. Camp mentioned a request he received about waiving or reducing fees for dogs and wondered about the result. Mayor Eyre said current code states the city would waive fees for service animals and the request was made by a dog owner who was a veteran. The necessity for waiving dog owner fees in general was not likely where the current fee is just \$5 per year.

Mr. Nakamura added service dogs are specifically trained and verification was available, however, a personal pet would not qualify for this allowance and the waived fee only applied to certified animals.

Ms. Turner asked council members how often they felt retreats were needed. Mr. Hales enjoyed the opportunity that typically did not occur often. Mr. Nicponski felt he was very well informed and the retreat was helpful.

Mr. Nakamura felt the retreat produced great results by creating a record of transparency that other cities might not be careful about. From a public perspective he felt it was very important and he thanked the council for a great meeting. The group agreed it was extremely helpful for all and felt twice a year would be sufficient. Ms. Lopez agreed meeting in another 6 months would be beneficial in knowing where things were going related to the downtown development.

Ms. Turner adjourned the meeting at 3:20 p.m.

**Pattie Johnson**  
**Council Office Administrator II**

# ATTACHMENT # 1





Parcels Owned or under contract by Murray City - January 23, 2017



## ATTACHMENT # 2



**Location Map**



# 6 E 4800 South

Seller: Lawrence P. Smith



	Debit	Credit
<b>Sales Price/Consideration</b>		
Contract Sales Price	375,000.00	
<b>Deposits</b>		
Earnest money		10,000.00
Relocation Escrow		10,800.00
<b>Prorations</b>		
County Taxes – Based on 2016 Tax	35.89	
Tax ID 22-07-104-010 1/1/2016 to 10/5/2016 @ \$716.49/yr		544.22
Tax ID 22-07-104-001 1/1/2016 to 10/5/2016 @ \$1,514.52/yr		1,150.37
Tax ID 22-07-104-021 1/1/2016 to 10/5/2016 @ \$5.62/yr		4.27
<b>Commissions</b>		
Selling broker commission \$11,250.00 to IDI Real Estate	11,250.00	
<b>Title Charges</b>		
Settlement or closing fee to Title West	305.00	
<b>Recording Fees /Transfer Charges</b>		
Recording Fees: Deed \$25.00	25.00	
<b>Additional Charges</b>		
Phase 1 Environmental Cost to SWCA	2,500.00	
Environmental Consultants		
General Assemblage Legal Cost to Dakota Pacific	1,748.00	
Transaction Specific Legal Cost to Jones Waldo	1,950.00	
Reimbursement of Earnest Money to Dakota Pacific	10,000.00	
Reimbursement of Relocation Escrow to Dakota Pacific	10,800.00	
<b>Subtotals</b>	<b>413,578.00</b>	<b>22,498.86</b>
Balance Due FROM Buyer		391,079.14
<b>TOTALS</b>	<b>413,578.00</b>	<b>413,578.00</b>



# 20 E 4800 South

Seller: Jack Yu



**Location Map**



	Debit	Credit
<b>Sales Price/Consideration</b>		
Contract Sales Price	160,000.00	
Deposits		
Deposit or Earnest money		10,000.00
<b>Prorations</b>		
County Taxes – Based on 2016 Tax	35.89	
Tax ID 22-07-104-004 1/1/2016 to 10/5/2016 @ \$804.78/yr		611.28
Tax ID 22-07-104-011 1/1/2016 to 10/5/2016 @ \$703.62/yr		534.44
<b>Other Adjustments</b>		
Credit for Environmental Phase 1		2,000.00
<b>Title Charges</b>		
Settlement or closing fee to Title West	310.00	
<b>Recording Fees /Transfer Charges</b>		
Recording Fees: Deed \$25.00	25.00	
<b>Additional Charges</b>		
Phase 1 Environmental Cost to SWCA	2,500.00	
Environmental Consultants		
General Assemblage Legal Cost to Dakota Pacific	1,748.00	
Transaction Specific Legal Cost to Jones Waldo	1,950.00	
Reimbursement of Earnest Money to Dakota Pacific	10,000.00	
<b>Subtotals</b>	176,533.00	13,145.72
Balance Due FROM Buyer		163,387.28
<b>TOTALS</b>	176,533.00	176,533.00





## Location Map



# 3 W 4800 South

Exchanger: Nanco Holdings, LLC, a Utah Limited Liability



	Debit	Credit
<b>Financial Consideration</b>		
Total Consideration	425,000.00	
Earnest money Deposit		24,000.00
Remaining Lease Escrow Funds		15,000.00
<b>Prorations/Adjustment</b>		
Taxes 005 – Based on 2016 Tax 01/01/17 to 01/09/17		60.14
Taxes 012 – Based on 2016 Tax 01/01/17 to 01/09/17		0.12
<b>Commissions</b>		
Listing Broker's Commission to Dakota Pacific Real Estate 425,000.00 @ 3.00%	12,750.00	
Selling Brokers Commission to IDI Real Estate PC, a Utah Corporation 425,000.00 @ 3.00%	12,750.00	
<b>Escrow Charges</b>		
Settlement or Closing Fee	200.00	
Document Preparation	50.00	
<b>Title Charges</b>		
Title Insurance – Standard Owners Pd by Seller ALTA Own. Policy (06/17/06) for 425,000.00		1,978.00
Extended Coverage – No Survey Coverage		989.00
Wire/Courier Fee		50.00
<b>Recording Charges</b>		
Recording Fees – Warranty Deed		25.00
Release of Memo of Purchase Agreement		25.00
<b>Other Debits/Credits</b>		
Property Specific Expense – Earnest Money Deposit reimbursed back to Poplar Properties, LLC	24,000.00	
Property Specific Expense – Phase 1 - reimbursed Back to Poplar Properties, LLC	2,600.00	
Property Specific Expenses Jones Waldo Transaction Legal Cost – reimbursed back to Poplar Properties, LLC	3,262.50	
Property Specific Expenses Leasehold Early Termination Deposit, reimbursed back to Poplar Properties, LLC	30,000.00	
General Expenses – Pro Rate 5% - Legal Fees Land Assemblage, Mapping & Tracking and City Related Site Planning – Paid to Poplar Properties, LLC	1,748.00	
Lease Early Termination - \$30,000.00 of which \$15,000.00 was Previously released per 12d of PSA, remaining Amount due Tenant – IF – out by 01/15/2017	15,000.00	
Unpaid Lost Rents due seller – per section 12(e) Of the PSA	4,000.00	
Disbursement/Escrow Fee to Title West for Disbursement of 1 <sup>st</sup> Lease Modification Execution for Early Termination	150.00	
<b>Subtotals</b>	532,599.50	39,060.26
<b>Balance Due FROM</b>		493,539.24
<b>TOTALS</b>	532,599.50	532,599.50



# 15 W 5TH Avenue



**Location Map**



	Debit	Credit
<b>Financial Consideration</b>		
Total Consideration	375,000.0	
Deposit or Earnest money		15,000.00
Relocation Deposit per PSA for Tenants (2) to Early Terminate in addition to Sale Price		3,000.00
<b>Prorations/Adjustments</b>		
Parcel 2112232006 – Based on 2016 Tax 12/16/16 to 01/01/17	24.59	
Parcel 2112232007 – Based on 2016 Tax 12/16/16 to 01/01/17	39.80	
Parcel 2112232011 – Based on 2016 Tax 12/16/16 to 01/17/17	45.16	
<b>Commissions</b>		
Selling Broker's Commission to IDI Real Estate 375,000.00 @ 3.00% = 11,250.00	11,250.00	
Listing Broker's Commission to Scott Romney Investment Realty Inc. – Paid by Seller		
<b>Escrow Charges</b>		
Settlement or Closing Fee	200.00	
Document Preparation	60.00	
<b>Title Charges</b>		
Title Insurance – Standard Owners Policy ALTA Own. Policy (06/17/06) for 375,000.00	1,791.00	
Extended Coverage – No Survey Coverage	896.00	
Wire/Courier Fee	75.00	
<b>Recording Charges</b>		
Recording Fees – Warranty Deed	20.00	
Release of Memo Agreement	20.00	
<b>Other Debits/Credits</b>		
Kershaw Clean Up fee paid	600.00	
Cvitkovich Clean Up fee paid	900.00	
Property Specific Expense – E-M Reimbursement	15,000.00	
Property Specific Expense – Relocation Deposit	3,000.00	
Property Specific Expense Phase 1	2,500.00	
Property Specific Expense Survey	1,000.00	
Peppmuller Rent to 1-19-17 (\$10.00 collected – check cut @ close to RDA		
Peppmuller Security Deposit (\$750.00 collected – check cut @ close to RDA		
Relocation Payment – Paid to Larry Cvitkovich – early	1,500.00	
Lease termination per Adden. #1		
<b>General Expenses – Pro Rate 5% - Legal Fees/ Land Assemblage, Mapping &amp; Tracking and City Related Site Planning</b>	1,748.00	
<b>Subtotals</b>	413,878.55	18,000.00
<b>Balance Due FROM</b>		395,878.55
<b>TOTALS</b>	413,878.55	413,878.55





**Location Map**



# 21 W Fourth Avenue

Seller: Larry M. Cvitkovich



	Debit	Credit
<b>Financial Consideration</b>		
Total Consideration	300,000.00	
Deposit or Earnest money		3,000.00
Relocation Deposit per section 13 of PSA		4,000.00
<b>Prorations/Adjustments</b>		
County Taxes – Based on 2016 Tax 01/01/17 to 01/09/17		43.04
<b>Commissions</b>		
Listing Broker's Commission to Dakota Pacific Real Estate 300,000.00 @ 3.00% = 9,000.00	9,000.00	
Selling Brokers Commission to IDI Real Estate PC, a Utah Corporation 300,000.00 @ 3.00% = 9,000.00	9,000.00	
<b>Escrow Charges</b>		
Settlement or Closing Fee	175.00	
Document Preparation	50.00	
<b>Title Charges</b>		
Title Insurance – Standard Owners Pd by Seller ALTA Own. Policy (06/17/06) for 300,000.00 1,492.00		
Extended Coverage – No Survey Coverage	746.00	
Wire/Courier Fee	50.00	
<b>Recording Charges</b>		
Recording Fees – Warranty Deed	25.00	
Release of Memo Agreement	25.00	
<b>Other Debits/Credits</b>		
Property Specific Expense – Earnest Money dep. Reimbursed back to Poplar Properties, LLC	3,000.00	
Property Specific Expense Relocation deposit Reimbursed back to Poplar Properties, LLC	4,000.00	
General Expenses – Pro Rate 5% - Legal Fees/ Land Assemblage, Mapping & Tracking and City Related Site Planning – Paid to Poplar Properties, LLC	1,748.00	
Relocation funds per PSA section 13, being Released to Seller at close, not escrowed.	4,000.00	
Property Specific Expense – Phase 1 – reimbursed Back to Poplar Properties, LLC	3,400.00	
<b>Subtotals</b>	335,219.00	7,043.04
<b>Balance Due FROM</b>		328,175.96
<b>TOTALS</b>	335,219.00	335,219.00





**Location Map**



# 32 W Fourth Avenue

Seller: L. Michelle Hurzeler



	Debit	Credit
<b>Financial Consideration</b>		
Total Consideration	215,000.00	
Deposit or Earnest money		2,000.00
Buyers funds deposited on 12/08/2016		233,118.95.00
<b>Prorations/Adjustments</b>		
County Taxes		25.61
01/01/17 to 01/13/17 (2016 Taxes paid 11/21/2016)		
<b>Commissions</b>		
Listing Broker's Commission	6,450.00	
Selling Brokers Commission to IDI Real Estate		
Commission due's Commission to Dakota Pacific Real Estate:	6,450.00	
<b>Escrow Charges</b>		
Settlement or Closing Fee	175.00	
Document Preparation	100.00	
<b>Title Charges</b>		
Title Insurance – Standard Owners Pd by Seller		
ALTA Own. Policy (06/17/06) for 215,000.00		
1,193.00		
Extended Coverage – No Survey Coverage	597.00	
Courier Fee /Wire Fee	60.00	
<b>Recording Charges</b>		
Recording Fees – Warranty Deed	20.00	
Release of Memo Agreement	20.00	
<b>Other Debits/Credit</b>		
Property Specific Expense – Reimburse of Earnest Money Deposit	2,000.00	
Property Specific Expense – Phase 1	2,500.00	
General Expenses – Pro Rate 5%	1,748.00	
Legal Fees/Land Assemblage, Mapping & Tracking and City Related Site Planning		
<b>Subtotals</b>	235,120.00	2,025.61
Balance Due FROM	24.56	
	2,025.61	2,025.61
<b>TOTALS</b>		





**Location Map**



# 22 E 5TH Avenue

Seller: The Gay L. Pierson Trust, dated September 11, 2016



	Debit	Credit
<b>Financial Consideration</b>		
Total Consideration	255,000.00	
Deposit or Earnest money		2,500.00
Excess Earnest Money received		500.00
Relocation Escrow Deposit per PSA		3,000.00
Credited to seller in addition to Sale Price		
<b>Prorations/Adjustments</b>		
County Taxes – Based on 2016 Tax 12/16/16 to 01/01/17	35.11	
<b>Commissions</b>		
Listing Broker's Commission to IDI Real Estate 255,000.00 @ 3.00% = 7,650.00	7,650.00	
Commission to Dakota Pacific Real Estate Partners 255,000.00 @ 3.00% = 7,650.00	7,650.00	
<b>Escrow Charges</b>		
Settlement or Closing Fee	175.00	
Document Preparation	50.00	
<b>Title Charges</b>		
Title Insurance – Standard Owners Policy ALTA Own. Policy (06/17/06) for 255,000.00	1,342.00	
Extended Coverage – No Survey Coverage	671.00	
Wire/Courier Fee	60.00	
<b>Recording Charges</b>		
Recording Fees – Warranty Deed	20.00	
Release of Memo Agreement	20.00	
<b>Other Debits/Credits</b>		
Relocation Credit to Seller – in addit. To Price	3,000.00	
Property Specific Expense – E-M Reimbursement	2,500.00	
Property Specific Expense Phase 1	2,500.00	
Property Specific Expense Relocation deposit	3,000.00	
Credit to seller		
Property Specific Expense – Excess funds deposited	500.00	
<b>General Expenses – Pro Rate 5% - Legal Fees/ Land Assemblage, Mapping &amp; Tracking and City Related Site Planning</b>	1,748.00	
<b>Subtotals</b>	248,579.11	6,000.00
<b>Balance Due FROM</b>		278,579.11
<b>TOTALS</b>	284,579.11	284,579.11





**Location Map**



# 28 E Fourth Avenue

Seller: Christopher James Burton



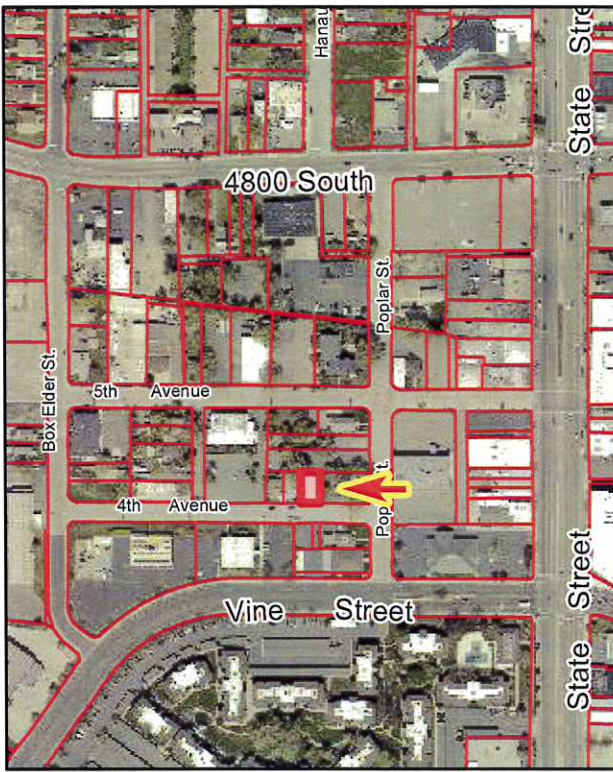
	Debit	Credit
<b>Financial Consideration</b>		
Total Consideration	215,000.00	
Deposit or Earnest money		2,000.00
<b>Prorations/Adjustments</b>		
County Taxes – Based on 2016 Tax 12/16/16 to 01/01/17	35.89	
Credit towards Survey Cost per item 5 of PSA		1,000.00
<b>Commissions</b>		
Listing Broker's Commission to IDI Real Estate 215,000.00 @ 3.00% = 6,450.00	6,450.00	
Commission to Dakota Pacific Real Estate Partners 215,000.00 @ 3.00% = \$6,450.00	6,450.00	
<b>Escrow Charges</b>		
Settlement or Closing Fee	175.00	
Document Preparation	60.00	
<b>Title Charges</b>		
Title Insurance – Standard Owners Pd by Seller ALTA Own. Policy (06/17/06) for 215,000.00		
1,193.00		
Extended Coverage – No Survey Coverage	597.00	
Wire/Courier Fee	50.00	
<b>Recording Charges</b>		
Recording Fees – Warranty Deed	20.00	
Release of Purchase Memo Agreement	20.00	
<b>Other Debits/Credits</b>		
Property Specific Expense – Reimburse of Earnest Money Deposit	2,000.00	
Property Specific Expense – Phase 1	2,500.00	
Survey Credit from Seller	1,000.00	
Property Specific Expenses – Paid to tenant for Signing a Lease Amendment Agreement	1,500.00	
General Expenses – Pro Rate 5% - Legal Fees Land Assemblage, Mapping & Tracking and City Related Site Planning	1,748.00	
NO Prorations of Rents or Transfer of Security Deposits at closing Seller represents the Tenants have vacated and property Is vacant. Seller Responsible to satisfy Tenant as to Security Deposit, per the terms of the Lease.		
Seller acknowledges that the Buyer paid the Tenant funds in the amount Of \$1,500.00 to sign a Lease Amendment Agreement.		
Subtotals	237,605.89	3,000.00
Balance Due FROM		234,605.89
<b>TOTALS</b>	<b>237,605.89</b>	<b>237,605.89</b>



# 36 E Fourth Ave



Seller: The Estate of Robert Vaughn Mathews, Deceased



**Location Map**



	Debit	Credit
Financial Consideration	215,000.00	
Total Consideration		10,000.00
Deposit or Earnest money		
Prorations/Adjustments		
County Taxes Based on 2016 Tax 01/01/17 to 01/27/17		61.52
Commissions		
Listing Broker's Commission to Dakota Pacific Real Estate 215,000.00 @ 3.00%	6,450.00	
Selling Broker's Commission to IDI Real Estate 215,000.00 @ 3.00%	6,450.00	
Escrow Charges		
Settlement or Closing Fee	175.00	
Document Preparation	50.00	
Title Charges		
Title Insurance – Standard Owner pd. By Seller ALTA Own. Policy (06/17/06) for 215,000.00		
Extended Coverage – No Survey Coverage	597.00	
Wire/Courier Fee	50.00	
Recording Charges		
Recording Fees – Warranty Deed	25.00	
Other Debits/Credits		
Property Specific Expense – Reimburse of Earnest Money Deposit	10,000.00	
Property Specific Expense – Phase 1	2,600.00	
Property Specific Expense – Transaction Legal Costs	715.50	
General Expenses – Pro Rata 5% - Legal Fees/ Land Assemblage, Mapping & Tracking and City Related Site Planning	1,748.00	
Moving/Personal Property – per section 13 of Purchase Agreement	20,000.00	
Subtotals	263,860.50	10,061.52
Balance Due FROM		253,798.98
TOTALS	263,860.50	263,860.50

## ATTACHMENT # 3

**Public Process**  
**Groups and Timelines**

Staff members and/or elected officials have met with these groups to discuss the proposed public projects in the downtown:

<b>Committee Name</b>	<b>Meeting Date</b>
Library Board	January 18, 2017
Murray Business Enhancement Committee	January 23, 2017
History Advisory Board	January 24, 2017

The following meetings should be scheduled in the upcoming weeks:

<b>Focus Group or Public Open House</b>	<b>Location</b>	<b>Potential Dates</b>
Focus Group: City Residents	City Hall	Wed. 3/1
Focus Group: Business Owners	City Hall	Wed./Thur. 3/1 – 3/2
Focus Group: City Employees	City Hall	Thur. 3/2
Public Open House	Murray High School or Murray Library	Thur. 3/9
Public Open House	Cottonwood High School	Thur. 3/16