



PUBLIC NOTICE IS HEREBY GIVEN that the Board of Directors of the Redevelopment Agency of Murray City, Utah will hold a regular meeting at 4:30 p.m., Tuesday, March 8, 2022, in the Murray City Council Chambers at 5025 South State Street, Murray, Utah.

Any member of public may view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>.

Public Comments can be made in person during the meeting or may be submitted by sending an email (including your name and address) to: rda@murray.utah.gov *All comments are limited to 3 minutes or less and email comments will be read into the meeting record.*

RDA MEETING AGENDA
4:30 p.m., Tuesday, March 8, 2022

- 1. Approval of February 15, 2022 RDA meeting minutes**
- 2. Citizen comments** (see above for instructions)
- 3. Consideration of a resolution approving an agreement between Murray City, the Redevelopment Agency of Murray City, and Neighborworks Salt Lake.**
- 4. Consideration of a resolution approving an agreement between Murray City, the Redevelopment Agency of Murray City, and Y2 Analytics to conduct a public opinion survey for the area between State Street to Poplar Street and 4800 South to 5th Avenue within the Central business District (CBD urban renewal area).**

Special accommodations for the hearing or visually impaired will be upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

On March 4, 2022, a copy of the foregoing Notice of Meeting was posted in accordance with Section 52-4-202 (3).

**Redevelopment Agency of Murray City Meeting
February 15, 2022**

The Redevelopment Agency (RDA) of Murray City met on Tuesday, February 15, 2022, at 3:30 p.m. in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

Members of the public were able to view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. Public comments could be made in person or by submitting comments via email at: rda@murray.utah.gov. Comments were limited to 3 minutes or less, and written comments were read into the meeting record.

RDA Board Members

Diane Turner, Pro Tempore Chair
Rosalba Dominguez
Pam Cotter
Kat Martinez
Garry Hrechkosy

Others in Attendance

Brett Hales, RDA Executive Director
Brooke Smith, RDA Secretary
G.L. Critchfield, City Attorney
Jennifer Kennedy, City Council Executive Director

Diane Turner called the meeting to order at 3:30 p.m. adding that Mr. Hrechkosy will be joining shortly.

Approval of the January 4, 2022 RDA meeting minutes

MOTION: Ms. Dominguez moved to approve the January 4, 2022 meeting minutes. The motion was SECONDED by Ms. Martinez.

Ms. Turner	Aye
Ms. Cotter	Aye
Ms. Dominguez	Aye
Ms. Martinez	Aye

Motion Passed 4-0

Citizen Comments

Jared Hall read the following email into the record:

Justin Gonzales, Murray

I would like to make a public comment on the RDA item discussing market research and data analytics to survey public opinion. I am personally delighted to see that the city wants to pursue these efforts, especially since the public input process felt undermined with proposed downtown developments. It is critical that our public institutions take more intentional efforts to meet people where they're at and engage with them directly in these pursuits. Telephone or online surveys are still the gold standard in survey methods, but I would like the city to employ more direct tactics such as conducting surveys at local grocery stores, places of worship, recreational areas or using digital social media marketing methods to gather input. If the city is truly committed to hearing from as many citizens as possible, they should employ these different tactics that are inclusive to everyone, regardless of the language they speak, their age or abilities. It shows that the city is committed to serving and hearing from as many

people as possible while building trust in institutions among our citizenry, especially in those who are not engaged or feel disillusioned by local government.

Redevelopment Project Area's Finance Report

Brenda Moore presented

There are six Redevelopment Areas within the city. Five that are active and collecting taxes and one that is not collecting which is the ORE Sampling site. They are tracked individually.

- Jesse Knight Legacy Center: One reimbursement agreement up to \$2,500,000. No tax increment is collected until the project is completed and the RDA activates the tax collection. The Department of Environmental Quality process takes a while.
- Cherry Street: Collection expires 2023 and the revenue in 2021 was \$88,087. This project had no low-income housing requirements. Last year this area paid \$11,409 in administration fees with no cap, transfers money to the General Fund to repay for infrastructure \$25,000 a year. The area balance at the end of Fiscal Year 2021 was \$181,118.
- Smelter Site: Expires in 2023, revenue for 2021 was \$1,042,633. Reimbursement to School district of 12% was \$127,000, and a 20% to low-income housing requirement. Administration fees capped at 5%. In 2021 \$52,132 went for half of the expenses for Community Development Department Director and Assistant. Transfers \$265,000 to the General Fund to repay infrastructure costs. Sales tax withheld for homeless shelter was \$95,348. Low-income housing balance for 2021 was \$832,898, Area balance unrestricted 2021 \$2,263,173. This is a healthy fund balance.
- East Vine: Expires in 2028. No low-income housing requirement. Revenue in 2021 \$56,906, 2021 administration fees \$11,809, no cap. Transfers \$10,000 to the General Fund for infrastructure repayment. Area balance for 2021 is \$90,109
- Fireclay: Expires in 2033. 20% low-income housing requirement. Revenue in Fiscal Year 2021 \$1,776,513. Administration fees capped at 2% at \$35,530. Reimbursement to school district 12% of revenue for 2021 was \$213,182. Four reimbursement agreements, remaining balance \$8,846,260. 2021 reimbursements were \$775,583. Transfers funds to Wastewater, and Power funds for infrastructure repayment of \$21,125 each. Low-income housing balance for 2021 \$607,568. Area balance for 2021 was \$1,356,703.
- Central Business District: Expires in 2034 with an option to extend 2 years. 20% low-income housing requirement. Revenue in 2021 was \$1,340,076. Administration fees capped at 4% in 2021 at \$53,603. Reimbursement to the school district of \$400,000 in 2021, 29.8% of revenue. No private reimbursement agreements. Paying the 2016 Bond for property acquisition \$565,150. Transfer from General Fund for land purchases, city hall \$327,000. Low-income housing balance in 2021, \$885,486. Area balance in 2021 (\$1,535,267), net balance 2021 (\$649,781). Depending on expenses should be positive in 3.5 years. They are land rich but cash poor.
- All areas' combined total is \$4,681,787.

Doug Hill reiterated that there is money in the six RDA areas, but that it can only be spent in those areas with the exception of the Central Business District, and as the other agenda items are discussed to keep that in mind. Ms. Dominguez wanted clarification about TIF funding with the extension for two years and what happens if the building is not finished within two years. Ms. Moore specified Tax Increment

Funding, (TIF) money would be collected in 2024 to 2034, but once property values increase, that amount goes to the RDA, then it lowers the amount the city would receive. Ms. Dominguez asked if the low-income housing funds could be offered to the developer to use those funds. Ms. Moore specified a contract could be written setting a timeline for so many apartments at a certain percent of market. Mr. Hill relayed that the historic downtown area west of State Street has a lot of vacant land and empty buildings. The city is not collecting much property tax in that area. Three decades ago, the city decided to create a redevelopment area downtown so that when something new was built there, we could capture the increased property value in that new area and put it into the RDA, but nothing has happened in three decades. When new development goes into that area the property tax collected could be significant and would go to the RDA, and then the RDA Board would have to determine what is done with the TIF money received. The purpose of RDAs and the reason state legislature allows cities to create them is to help develop areas that have unusual challenges. Promoting low to moderate income housing is required as a part of RDA funding. The development in the downtown should be private development, otherwise it does not produce property tax.

Conceptual Development Ideas for the Central Business District

Susan Wright presented

Ms. Wright gave a summary of her dance wear business she started in 1979. It was built in the middle of five bars and the fire station was going in across the street which was just torn down. The mansion was of interest to them, and they bought it and turned it into a reception center with a ballroom. They realized that they were in a very blighted area and so they bought the whole block and made six successful businesses out of those buildings. The chapel, mansion, and ballet center thrived and became very well known. After running two reception centers, the ballet center, and art center they became concerned about the area and sold half the property to the city for a performing arts center that didn't happen. In 2019 she and her husband retired but we are still invested in this area. They received an offer to sell the property to build apartments, but they were not interested in that. She, along with her friend Dwight came up with a plan for the area. The west side of State Street should become a beautiful event center and relocate the marquee from the Murray Theater to be used there, which will bring in that historic feature. We propose a state-of-the-art event center, which will have an indoor-outdoor theatre, convention center, and reception center for weddings where the chairs can retract. The other side will have a loading dock and a beautiful lobby that can be rented. When she was running the property, they were holding dances, a Valentine's and New Year's Eve ball that packed people in because people are looking for formal places to go for dancing. The west side of the center will feature glass doors that can open to an outdoor theatre and a festival square where there is just an empty parking lot right now. By blocking off Hanauer Street, this festival and promenade area could spill over to the new City Hall. The mansion could be a five-star restaurant. All the space could be rented for various events which would be an income producing property for the city. There is a lot of parking around this area, but a parking structure could be added. She proposed to have historic murals painted on the parking structure. There are several anchors in that area: Day Murray Music, the Ballet Center, and the Eagles Lodge. This property, if developed like this, could determine what happens west and east of the area. It could be similar to Gallivan Center or Gardner Village. There could be a shuttle that takes people back and forth from TRAX to the center which would encourage people to take the train out to this area. Dwight Rimmasch, who helped create this plan, stated he has lived in Murray since 1977 and loves the city. From 1990 -2005 he was employed by the State of Utah, Utah Division of Travel Development and

managed international contracts for tourism and development and promoted Utah destinations to tour operator professionals in the U.S., Canada, Mexico, and Western Europe. Destinations in Utah are a big driver of economic success, and we were continually working with individuals, business leaders, and city councils to assess the strength of our destinations. The process of assessment is simple and straight forward: evaluate and study factors such as the area's assets, architecture, buildings, space, scale, successes and near successes, and wash the destination product through measurable filters such as current visitation market potential case studies and budget ranges. This helped us understand the viability of the product. This presentation represents that process. It is a very exciting product and plan. It fulfills the Murray City Center District vision as written on the website: "The Murray City Center District (MCCD) is envisioned as a commercial, civic and cultural center of the community. The zoning regulations and proposed design guidelines of MCCD are considered to promote opportunities for compact pedestrian-oriented sustainable redevelopment in the downtown area. The MCCD should be a true downtown, a rich and lively mixed-use center with design elements that focus on the pedestrian experience and the street scape. It should provide opportunities for residential development, neighborhood businesses, restaurants and civic and cultural spaces." This was the methodology that Susan and he used to come up with the plan. Ms. Wright added that this could be built by the county or a private developer but would be best if built by the city. We spoke to former Mayor Snarr about this plan, and he wanted to add his thoughts. Mr. Snarr stated these downtrodden areas need to be developed to generate income to the city. The RDA has such great potential down there but hasn't been tapped. He took his kids to the Murray Theatre and would park across the street at quality oil because there wasn't ever good parking there. When Day Murray Music was renovated, they encountered many challenges due to building code, Desert Star was in the same boat. He urged everyone to really contemplate what we can do and what the potential is. From an RDA perspective it is not generating income. The hospital has a nine-story medical office tower that is taxable, but the rest of the hospital is non-profit. This plan can offer business year-round and would bring life to downtown historic Murray. Mr. Hill expressed that there is no action on this, it is a presentation for the city to consider.

Ms. Turner thanked the presenters for their care, creativity, and the time they put into the presentation.

Current and Future Partnership with NeighborWorks Salt Lake

Allison Trease, NeighborWorks presented

Mr. Hill explained the city has had an agreement with NeighborWorks to provide housing assistance to low to moderate income individuals within the city. The RDA and the city entered into an agreement to provide funds for those qualifying individuals. The contract has expired. This is an informal presentation to see if the city wants to enter into another contract to provide these services.

Ms. Trease stated she has fond childhood memories in Murray. NeighborWorks is a non-profit organization whose mission is to build on the strength of neighborhoods, creating opportunities through housing, resident leadership and youth and economic development. We work in partnership with residents, government, and businesses to build and sustain neighborhoods of choice. NeighborWorks has several departments. The Real Estate Development department buys dilapidated homes, fixes them up, and sells them to moderate income households. The Home Improvement Department helps people who are suffering with health and safety issues in their homes. Community Building and Organizing, CBO, has the YouthWorks program working with at-risk youth, running an

after-school program to mentor them and teach them how to work. They do some construction jobs and earn a small stipend. We partner with the University of Utah West Side Leadership Institute where residents can join these classes and take a project in their community and learn how to bring it to fruition. PYHO, Paint Your Heart Out, is for people who cannot physically paint their own home; we organize volunteers to paint their homes. RYHO, Rake Your Heart Out, is a program where we organize volunteers to rake leaves for those people who are unable. NeighborWorks has partnered with Murray City for twelve years to work on blighted properties and neighborhoods, there have been many homes that have been rehabilitated as well as new builds. In the last two years alone, we have provided over \$300,000 of down payment assistance to low and moderate income families. Over the years we have completed ten PYHO homes. Our YouthWorks program went out to the Murray City Food Pantry and helped paint the kitchen. A resident was having problems with her water heater and we provided that service. The housing market is very tough right now for us to purchase homes to rehab for low-income housing. From 1991 to 2021 housing prices in Utah increased 600%. The median home price in 2015 in Salt Lake County was \$280,000, in 2021 it is \$550,000, which is not affordable for low and moderate income families. NeighborWorks is considering buying and then leasing the land homes are on for affordable housing and the land would stay in a land trust. Accessory Dwelling Units are possibilities for homeowners to earn extra income, and they create another affordable home. Developing properties is another consideration to partner with Murray on. Home improvement loans may be another possibility. Working with the senior center to help those folks improve their homes and make them safer. Bringing and keeping families in Murray is a focal point of NeighborWorks. The average median household income for a family of four is \$92,900.00 and if a family in Salt Lake County receives less than that they would qualify for down payment assistance. NeighborWorks receives TIF funding from Murray and then it is loaned to a resident of Murray. Ms. Martinez wanted to express her appreciation for their program and pointed out that her family had been a recipient of down payment assistance to help buy their home. Ms. Dominguez stated that more promotion is needed in Murray about NeighborWorks.

Hiring a Market Research and Data Analytics Group to conduct a Public Opinion Survey for the Area between State Street to Poplar Street and 4800 South to 5th Avenue within the Central Business District (CBD) Urban Renewal Area.

Kyrene Gibb, Y² Analytics presented

Y² Analytics is a Survey Research and Data Analysis Firm in Salt Lake City. We pride ourselves on providing representative public opinion research to municipalities and organizations across the country. Our public arm is focused on Utah right now. We work with school districts, cities, and non-profit organizations to gather a representative and statistically valid view of what the audience of interest as a whole thinks about an issue. We have done surveys for bond elections, general citizen satisfaction work, regular surveys of residents to get a sense of what areas in the city need improvement and what the city is doing best. This is an opportunity for the city to get a broad spanning look at public opinion and not just those same voices that are commonly heard at public meetings. In order to be representative, a minimum of 400 randomly selected households is necessary. We rely on address-based sampling to capture a broad distribution. Extending the sample size to 600 households would provide the opportunity to do subgroup analysis and extend further to create a panel.

Ms. Dominguez asked if there would be an RFP or if Y² is the only company we are considering. Mr. Hill

stated an RFP isn't required since the cost is under \$50,000 but if other quotes are desired, we could pursue that. Ms. Dominguez prefers the idea of boots on the ground, meeting people at the grocery stores, parks, or out and about. Ms. Gibb stated that can be done but would have significant cost implications due to having live interviews and interview training to ensure live interviewers are making random selections and not just the people that look young and friendly. Generally, surveys are online and can be done at leisure as opposed to by phone. Ms. Cotter asked about those folks who may not be online. Ms. Gibb explained printed invites to the survey can be mailed out which direct them to go online or call in to participate. Ms. Cotter asked how the panel is formed. Ms. Gibb verified that the panels are randomly selected and followed up with a question after the survey asking if they would be willing to engage in future research. Ms. Cotter wanted to know how the questions would be developed. Ms. Gibb explained that the goals of the survey would come from the city, but that as survey experts, Y² would develop the questions adding that six to eight weeks is the typical timeline. Ms. Martinez wanted clarification on the focus area being CBD or being the broader downtown area. Mr. Hill stated the RDA Board could determine how broad the survey would be. Mr. Hrechkosy asked about the paneling costing less and if it is because there is an assumption there would be future surveys. Ms. Gibb answered that yes, there is better potential for future surveys, and it reduces the cost. The Council had a discussion about what types of areas would be included in the survey and whether live or online surveys should be conducted. Ms. Gibb clarified that intercept surveying is something they can do but is quite different than what has been put in the proposal.

Schedule for RDA Training Workshop

The council along with Mayor Hales and City Attorney, G.L. Critchfield determined they would need a minimum of two hours RDA training. Mayor Hales recommended a half day and the council members agreed. Ms. Dominguez added there may be some changes with the legislature that could affect RDA and asked Mr. Critchfield to keep them informed. Jennifer Kennedy was asked to find an RDA training workshop for the members to attend before the end of March 2022.

No other business was discussed.

The meeting was adjourned at 5:30 p.m.

Meeting Minutes transcribed by Jaymi Pasin, Community and Economic Development Office
Administrator

RESOLUTION NO. _____

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

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

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

WHEREAS, the latest Agreement expired and the City and NeighborWorks want to continue to partner and enter into an agreement to extend their contractual relationship from January 2022 through January 2024 (“Agreement”); and

WHEREAS, the RDA wants to contribute Tax Increment Financing funds to fund part of the scope of work provided in the Agreement, specifically designated as TIF housing funds, and accordingly shall become a party to the Agreement.

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

1. It hereby approves the Agreement between the RDA, the City and NeighborWorks in substantially the form attached as Exhibit A.
2. The Chair of the Redevelopment Agency of Murray City is authorized to sign the Agreement.

PASSED, APPROVED AND ADOPTED by the Redevelopment Agency of Murray City on this ____ day of _____, 2022.

Redevelopment Agency of Murray City

Diane Turner, Chair

ATTEST:

Brett A. Hales, Executive Director

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

This Agreement (the “Agreement”) is made this ____ day of _____ 2022, between Salt Lake Neighborhood Housing Services, DBA as NeighborWorks® Salt Lake (“NeighborWorks” or “NWSL”), the Redevelopment Agency of Murray City (“RDA”) and Murray City Corporation (“City”).

RECITALS

- A. The mission of NeighborWorks, a private nonprofit organization incorporated in the State of Utah, is to build on the strengths of neighborhoods, creating opportunities through housing, resident leadership, youth and economic development. The organization works in partnership with residents, government and businesses to build and sustain neighborhoods of choice.
- B. In May 2017, the Murray City Council adopted a new General Plan. The General Plan includes Neighborhood & Housing Goals and Moderate-Income Housing Goals as follows:
- Provide information to homeowners on available grants, loans and other programs to assist in restoration and rehabilitation efforts;
 - Continue to work with NeighborWorks Salt Lake on Housing rehabilitation and infill project;
 - Promote affordable housing options that address the needs of low to moderate income households and individuals and offer options for a range of demographics and lifestyles;
 - Support a range of housing types, including townhomes, row-homes, and duplexes, which appeal to younger and older individuals as well as a variety of population demographics;
 - Promote the construction of smaller-scaled residential projects that are integrated with current and future employment, retail, and cultural areas;
 - Continue to support Accessory Dwelling Units (ADUs) in all single-family residential zones.
- C. The RDA and City have an interest in a continuing partnership with NeighborWorks to address the housing goals and to facilitate neighborhood revitalization in the community.
- D. All parties have a vital interest in strengthening underserved communities and promoting community revitalization and development through facilitation of increased homeownership within the City.

- E. The parties wish to continue a collaborative effort which will result in the opportunity for NeighborWorks to expand its lines of business to the City.
- F. This Agreement is executed in consideration of the mutual promises of the parties contained herein.

AGREEMENT

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

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

- A. To agree to a mutual process and commitments for lending and future development of NeighborWorks to meet City housing goals and objectives from January 2022 through January 2024
- B. To delineate roles, responsibilities and/or expectations of parties involved.

2.0 Background

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

The collaboration aims to collectively build the capacity of NeighborWorks’ lending and development lines of business and increase leverage of RDA and City housing dollars to meet their housing goals. The objectives of this partnership are to provide housing counseling, act as a conduit for land banking, property acquisition, affordable housing development, administering a housing rehabilitation program and appropriate neighborhood revitalization efforts. The goal of the parties is to facilitate home improvement loans, maintain homeownership and revitalize neighborhoods experiencing decline.

3.0 Partner Roles, Responsibilities and Deliverables

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

Activity	Responsible Party	Outcome
Maintain a centralized website of information about affordable homeownership opportunities, special mortgage products, and homeownership education and counseling services	NWSL	NWSL website will have current and accurate information about affordable homeownership opportunities, special mortgage products, homeownership education and counseling services, and affordable rehab loan products

Maintain a neighborhood based NeighborWorks office in the City	NWSL	NWSL will maintain a presence in within the City through operating an office within the City limits when possible
Continue a city-wide public awareness campaign to promote home improvement loan opportunities, to improve awareness of, and access to, such offerings by all segments of the qualifying public, particularly households that are historically underserved for homeownership opportunities	NWSL City	NWSL and the City will jointly conduct at least one annual city-wide public awareness campaign per year
Maintain an advisory committee reflecting a resident/private/public sector representation not to exceed nine members	NWSL	NWSL will hold regular meetings with its advisory committee throughout the contract period
Maintain a loan committee reflecting a resident/private/public sector representation not to exceed five members	NWSL	NWSL will hold regular meetings with its loan committee throughout the contract period
Host four community meetings or events in the City. These events could include Paint Your Heart out or community action planning	NWSL	NWSL will host four community meetings or events during the contract period
Process eight loans during the two-year contract period	NWSL	NWSL will process eight loans for properties located within the City which may include, but is not limited to, first mortgages, second mortgages, home improvement loans, 80/20 loans or down payment assistance forgivable loans up to \$30,000 or \$35,000 for "Champions". Champions are defined as health care workers, police, fire, teachers, veterans, active military or Murray City employees.
Acquire, rehabilitate or construct at least two properties	NWSL	NWSL will acquire at least two problem properties within the City as the market allows
Maintain open lines of communication and reporting	NWSL	NWSL will provide quarterly activity reports to the City and report to the RDA as needed

Provide Mortgage Payment Assistance to Murray homeowners experiencing financial difficulties due to the Covid pandemic	NWSL	Provide up to \$5000 in up to 6 disbursements to Murray homeowner mortgage companies
Designate CDBG funding	City	The City will prioritize housing as a critical funding issue for CDBG funds. CDBG funds are contingent upon appropriations from Congress and allocation approval by the Murray City Council and the advisory committee. Based on the Housing Market Study goals and objectives adopted by the City Council, the City will advocate for resources to address housing needs in the City
Designate RDA TIF funding	RDA	The RDA will designate at least 20% of RDA TIF housing funds for homeowners that are at or below 120% Area Median Income for housing programs to NWSL each year during the contract period. Funding is contingent upon property tax allocation
Program Delivery with funds	NWSL	NWSL will allocate at least 80% of TIF funding towards program activity and 20% may be used toward administrative expenses
Maintain representation on NWSL Board of Directors	City	The City will maintain current membership on the NWSL Board of Directors
Maintain representation on the advisory committee	City	The City will maintain current membership on the Murray Advisory Committee
Assist in the hiring of staff for the NWSL Murray office	City	City's representative on the NWSL board shall, upon the request of NWSL and time permitting, serve on NWSL's hiring panel for the Murray Office
Participate in training and planning opportunities, when available, that contribute to strengthening the partnership and services to the City	City	City staff will actively participate in training and planning opportunities throughout the contract period

4.0 Performance and Deliverables

4.1 Period of Performance

The services specified are to be performed commencing as of the effective date of this agreement to January 2024, in accordance with the timelines described in this Agreement.

4.2 Termination

In the event of breach of this Agreement or failure by any of the parties to perform the services described hereunder, NeighborWorks, the RDA, or the City shall be entitled to terminate this Agreement upon thirty (30) days' notice, to permit the other parties the opportunity to cure if possible. This Agreement may be terminated by any party for any reason on thirty (30) days written notice to the other parties.

4.3 Independent Contractor

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

4.4 Contacts

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

For NeighborWorks:

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

and

For Murray City and the RDA:

TBD
Community & Economic Development Director
4646 South 500 West
Murray, Utah 84123
801-270-2428

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

4.5 Ownership of Documents

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

4.6 Program Income

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

4.7 Immigration Status Verification

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

4.8 Assignability

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

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

Salt Lake Neighborhood Housing Services, dba NeighborWorks® Salt Lake

(Signature)
Maria Garciaz
Chief Executive Officer

(Date)

Redevelopment Agency of Murray City

(Signature)

(Date)

Diane Turner
RDA Chair

Attest:

Brett Hales
RDA Executive Director

Murray City Corporation

(Signature)
Brett Hales
Murray City Corporation

(Date)

Attest;

City Recorder

Approved as to Form

City Attorney's Office

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MURRAY CITY (“RDA”) , MURRAY CITY, (“CITY”) AND Y2 ANALYTICS FOR PROFESSIONAL PUBLIC RESEARCH SERVICES (“CONSULTANT”).

WHEREAS, the RDA and City have a need for professional public opinion research services; and

WHEREAS, the RDA and City seek input from the community prior to moving forward with certain policy decisions including, without limiting, regarding the development of the area between State Street to Poplar Street and 4800 South to 5th Avenue within the Central Business District Project Area (“Block One”); and

WHEREAS, the RDA and City need a qualified consultant to provide public opinion research services to assist in determining input from the community; and

WHEREAS, the RDA and City sought quotes from three public opinion research companies and received an acceptable quote from Y2 Analytics, LLC (“Consultant”); and

WHEREAS, Consultant indicates that it is ready, willing, and able to perform the services as set forth in its proposal; and

WHEREAS, the parties want to enter into an agreement to govern the terms of the services and an agreement has been prepared to accomplish such purpose.

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

1. It hereby approves entering into an agreement, in substantially the form attached as Exhibit “A”, with the City and Y2 Analytics regarding public research services (“Agreement”).
2. The RDA Executive Director is authorized to execute the Agreement.
3. The Agreement shall be effective upon execution.

PASSED AND APPROVED this day of , 2022.

REDEVELOPMENT AGENCY OF MURRAY CITY

Diane Turner, Chair

ATTEST

Brett A. Hales, Executive Director

PUBLIC OPINION RESEARCH AGREEMENT

This PUBLIC OPINION RESEARCH AGREEMENT (“Agreement”) is effective on the date of the latest signature below (the “Effective Date”) and is between the Redevelopment Agency of Murray City, a Utah community development and urban renewal agency or redevelopment agency, Murray City Corporation, a Utah municipal corporation, (together, “Murray”) and Y2 Analytics, LLC, a Utah limited liability company (“Consultant”) with its principal place of business located at 15 West South Temple, Suite 1630, Salt Lake City, Utah 84101.

RECITALS

- A. Murray has a need for professional public opinion research services.
- B. Murray seeks input from the community prior to moving forward with certain policy decisions including, without limiting, regarding the development of the area between State Street to Poplar Street and 4800 South to 5th Avenue within the Central Business District Project Area (“Block One”).
- C. Murray needs a qualified consultant to provide public opinion research services to assist in determining input from the community (“Services” as described below).
- D. Murray sought quotes from three public opinion research companies and received an acceptable quote from Consultant.
- E. Consultant indicates that it is ready, willing, and able to perform the Services as set forth in this Agreement.
- F. The parties want to enter into this Agreement to govern the terms of the Services.

THEREFORE, the parties agree as follows:

AGREEMENT

1. **SERVICES.** Murray agrees to engage the Services of the Consultant and the Consultant agrees to perform the Services in accordance with the standard of care, skill and expertise ordinarily used by other members of Consultant’s profession in performing similar Services. No services shall be provided by Consultant until this Agreement has been fully executed. The Services to be performed by Consultant are set forth in the Y2 Analytics Murray City Municipal Public Opinion Research Proposal, February 2022 attached as “Exhibit”. Specifically, Consultant shall provide the Services outlined in the Exhibit and described in paragraph 2a and 2b, below.

2. **COMPENSATION.** The total compensation for the Services payable to Consultant by Murray shall be calculated pursuant to the following survey options:

a. \$18,400.00, which is the sum indicated in Consultant's proposal on page 8 under "Pricing" and described as:

RESEARCH MODE

**Panel Recruitment,
n = 800 – 1000 interviews,
approx.. 10-12 minutes
(up to 50 questions)**

DELIVERABLES

Questionnaire draft and rounds of revision. Resident sampling contact list acquisition and preparation Email matching and address preparation for printed survey invitations. Invitation printing and postage. Survey coding, administration, & data cleaning. Post-field weights and topline. Margin of error = +- 4.0 percentage points.

and

b. \$6,700.00 (for each additional future panel survey), which is the sum indicated in Consultant's proposal on page 8 under "Pricing" and described as:

ADDITIONAL OPTIONS

**Future panel surveys after
initial recruitment,
n = 300 – 500 interviews,
approx.. 5-7 minutes
(up to 25 questions)**

DELIVERABLES

Questionnaire draft and rounds of revision. Survey coding, administration, & data cleaning. Post-field weights and topline. Margin of error = + - 4.9 percentage points.

Murray will pay 50% of the agreed project price to start data collection and the full balance for data analysis delivery, all as invoiced by Consultant. Murray shall pay Consultant within thirty (30) days after receipt of an invoice from Consultant. Invoices shall be made no more frequently than on a monthly basis.

Consultant agrees that the price for all Services described in this paragraph 2 shall not increase for a period of one (1) year from the date of the Effective Date.

3. TERM.

a. This Agreement begins on the Effective Date and continues for one year unless the term is extended or terminated.

b. Either party may terminate this Agreement for default upon five (5) days' written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner. Murray may terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Consultant. In no event shall Murray be liable for costs incurred by or on behalf of Consultant after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Agreement and deposits it with the U.S. Postal Service, first

class mail, postage prepaid. For purposes of this Agreement, all notices to Murray shall be addressed as follows: Murray City Mayor's Office, Attn: Chief Administrative Officer, 5025 South State Street, Murray, Utah 84107. All notices to Consultant shall be addressed as follows: Y2 Analytics, Attn: Kyrene Gibb, 15 West South Temple Suite 1630, Salt Lake City, Utah 84101.

d. If Murray terminates this Agreement for convenience before Consultant completes the Services, Consultant shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

e. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, Murray will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated. No penalty or expense shall accrue to Murray in the event this provision applies.

f. Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. However, Murray may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

4. **CHANGES IN SCOPE.** Any changes in the scope of Services to be performed under this Agreement shall be in the form of a written amendment to this Agreement, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

5. **OWNERSHIP OF DOCUMENTS.** All writings, public records, data, photographs, reports, and other materials, including duplication of same, prepared by Consultant in the performance of the Services, shall be the sole and absolute property of Murray.

6. **INDEMNIFICATION.** Consultant, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless Murray its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Consultant's operations under this Agreement, or with the performance of this Agreement by Consultant or its officers, employees, partners, directors, subcontractors or agents.

7. **INSURANCE.** Consultant shall provide all necessary Certificates of Insurance, including professional liability, if applicable. Consultant shall forward all insurance documents to: Murray City, Attn: Jordan Knight, Risk Manager, 5025 South State Street, Room 106, Murray, Utah 84107.

Workers' Compensation insurance shall be in an amount not less than Utah Statutory minimums. Consultant shall require evidence of Workers' Compensation coverage for and in behalf of all subcontractors who may perform services pursuant to this agreement. Such Certificates of Insurance shall be provided to the City prior to commencement of services.

The insurance coverages specified in this paragraph (7) are required. Consultant shall, at the Consultant's own expense, maintain, with an insurance carrier authorized or eligible to do business in the State of Utah, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Utah, professional liability insurance:

Commercial Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
Professional Liability Insurance	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

Murray (i.e., Murray City Corporation and the Redevelopment Agency of Murray City) shall be named as additional insureds on all required policies except professional liability insurance, and such insurance as is carried by the Consultant shall be primary over any insurance carried by Murray. Consultant shall provide a certificate of insurance to be approved by the Murray Risk Manager prior to executing this Agreement, which shall be attached to the Agreement. Such insurance policies or related certificates of insurance shall name Murray (i.e., Murray City Corporation and the Redevelopment Agency of Murray City) as additional insureds on all general liability, automobile liability, and excess policies.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Murray prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Murray City Risk Manager, 5025 South State Street, Room 106, Murray, UT 84107.

8. ASSIGNMENT; RESPONSIBLE PERSONNEL. This Agreement contemplates the personal services of Consultant and its employees and it is understood by the parties that a substantial inducement to Murray for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise

transfer any rights or obligations under this Agreement without the prior written consent of Murray.

Consultant represents that it is fully qualified to perform the services under this Agreement. Consultant shall assign only competent personnel to perform services under this Agreement. If Murray, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from Murray.

9. PROPRIETARY INFORMATION. Consultant acknowledges that Murray is subject to Open Records laws including the Governmental Access and Records Management Act ("GRAMA"). Murray shall exercise reasonable standards of care and take reasonable methods to protect proprietary information, processes or documentation owned or controlled by Consultant and provided to Murray from public disclosure. However, in no event shall Murray be liable to Consultant for the release of confidential or proprietary information provided by Consultant.

Consultant further acknowledges that it is aware that requests for proposals and the responses thereto become open public records once an agreement is negotiated. However, Consultant has identified specifically any information contained in its Proposal which Consultant considers confidential and/or proprietary and which Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law.

10. INDEPENDENT CONTRACTOR.

a. Consultant shall be deemed at all times to be an independent Contractor and shall be wholly responsible for the manner in which Consultant performs the Services. Consultant shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between Murray and Consultant.

b. Direction from Consultant shall be construed as providing for direction as to policy and the result of Consultant's work only and not as to the means or methods by which such a result is obtained.

c. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.

11. CONFIDENTIALITY OF INFORMATION. Consultant understands and agrees that, in the performance of the Services or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by Murray and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Murray. Consultant agrees that all information disclosed by Murray to Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

12. VENUE AND CHOICE OF LAW. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action or litigation shall be in the courts of the State of Utah in and for Salt Lake County. This Agreement shall be governed by the law of the State of Utah.

13. PUBLICITY. Consultant shall not, prior to, in the course of, or after performance under the Agreement, use Murray's name in any advertising or promotional media, including press releases, as a customer or client of Consultant without the prior written consent of Murray.

14. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

(Signature Page to Follow)

MURRAY CITY CORPORATION

Y2 ANALYTICS, LLC

Brett A. Hales, Mayor

It's _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

**REDEVELOPMENT AGENCY OF
MURRAY CITY**

City Attorney's Office

Diane Turner, Chair

APPROVED AS TO CONTENT:

ATTEST:

APPROVED AS TO THE
AVAILABILITY OF FUNDS

Brett A. Hales, Executive Director

Murray City Finance Division
Budget Officer

EXHIBIT