

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF HOLLADAY

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **CITY OF HOLLADAY**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in City’s application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund City of Holladay Park Upgrades (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to **One Hundred and Twenty-Five Thousand Dollars (\$125,000.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **March 31, 2026**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If

City fails to make and expend such a matching contribution prior to **March 31, 2026**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2026**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2024, December 31, 2025 and June 30, 2026**.

G. Recordkeeping. City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately in the City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and

Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3 . GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney

for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon City’s full expenditure of the TRCC Funds received under this Agreement and upon City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that City’s obligations under this Agreement are solely to the County and that the County’s obligations under this Agreement are solely to City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its

employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City under this Agreement will terminate and become null and void on the last day of the

county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and City,

including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

By **Craig J. Wangsgard** _____
Senior Deputy District Attorney

Digitally signed by
Craig J. Wangsgard
Date: 2024.04.05
07:37:43 -06'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

CITY OF HOLLADAY

By Robert M. Dahl

Name: Robert M. Dahl

Title: Mayor

Dated: 4-15-2024, 2024

Attest:

Stephanie J. Carlson
City Recorder

Date signed: 4-15-2024



Approved as to Form and Legality:

CITY ATTORNEY

By [Signature]

Name: Todd J. Godfrey

Dated: April 11, 2024

CITY OF HOLLADAY

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
THE INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR TRCC FUNDS.**

WHEREAS, the Salt Lake County receives fund pursuant to the Tourism, Recreation, Cultural Convention and the Airport Facilities Tax Act *Utah Code Ann. §59-12-601 et seq.* (“TRCC Funds”); and

WHEREAS, the City has requested TRCC Funds from the County to help fund improvements in its project known as the Holladay City Hall Park (the “Project”); and

WHEREAS, the City Council of the City of Holladay desires to enter into the interlocal agreement with Salt Lake County to provide funding for its Project for the benefit of the residents of the County and residents of the City of Holladay;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain Interlocal Agreement between Salt Lake County and the City of Holladay, attached hereto and incorporated herein by reference. The Mayor of the City of Holladay is hereby authorized to sign the Agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this 11th day of April, 2024.

HOLLADAY CITY COUNCIL

By: 
Robert Dahle, Mayor

[SEAL]



VOTING:

Ty Brewer	Yea <u>X</u>	Nay ___
Matt Durham	Yea <u>X</u>	Nay ___
Paul Fotheringham	Yea <u>X</u>	Nay ___
Drew Quinn	Yea <u>X</u>	Nay ___
Emily Gray	Yea <u>X</u>	Nay ___
Robert Dahle	Yea <u>X</u>	Nay ___

ATTEST:

Stephanie N. Carlson
 Stephanie N. Carlson, MMC
 City Recorder

DEPOSITED in the office of the City Recorder this 11th day of April, 2024.

RECORDED this 11th day of April, 2024.

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2023 Support Program Application (2024 County budget)

Deadline: 6/16/2023

City of Holladay
City of Holladay Park Upgrades PRT

Jump to: [Application Questions](#) [Documents](#)

\$ 143,350.00 Requested

Submitted: 6/15/2023 2:20:47 PM (Pacific)

Project Contact

Holly Smith

hcgrants@cityofholladay.com

Tel: 801-712-7824

Additional Contacts

none entered

City of Holladay

4580 S 2300 E
Holladay, UT 84117
United States

Telephone 801-272-9450

Fax

Web <https://cityofholladay.com/>

City Manager

Gina Chamness

GChamness@cityofholladay.com

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Please select your support program category:

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- TOUR - Tourism Project Support
- PRT - Parks, Recreation and Trails Support
- CFSP - Cultural Facilities Support
- CON - Convention Facilities Support
- Other (Please contact the county if you select this option)

2. Please list the project address if it is different than your business address. If the addresses are the same, then write "n/a".

N/A

3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.

The City of Holladay was officially incorporated in 1999, and although a relatively young city, the community's rich history dates back to 1847 as one of Utah's earliest settlements. Today, the City's approximate 8.4 square miles is home to roughly 31,000 residents. Holladay offers easy access to not only the amenities of the metropolitan region but also the nearby canyons and national forest areas.

Under the mayor-manager form of government the Mayor and five-member City Council, along with the city manager and staff, are actively pursuing the implementation of projects and programs in support of the City's vision and general plan. Current

programs include an annual outdoor concert series, creative aging programs for seniors, visual arts programs, community festivals, and more.

Future city goals include enhancing arts and cultural offerings, economic development, parks and trails, place-making, education, and livability, among other priorities. Some of the city's primary pursuits for 2023-2025 are implementing a large-scale public art program, and the construction and opening of the Holladay Historic Experience. While the city's primary audience is their community, the city park and the events held there see significant use from residents of neighboring cities.

4. Please provide us with your project summary.

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

The City of Holladay is making upgrades to its existing City Hall Park, specifically above-ground lighting for their new skate park, refurbishing existing trellis poles with stronger materials, and purchasing a portable stage. The City Hall Park is connected to Holladay's city hall, and includes a field, skate park, pickleball courts, playground, baseball diamond, gazebo, and more. It also is the future home of the Holladay Historic Experience, which is currently in development.

This project is designed to encompass the major upgrades that the park needs, and is focused on updating and improving existing amenities. The goal of this project is to make the facilities a more-user friendly experience for park goers, and to prolong the life of the park's infrastructure. It has three major components: installing above ground lighting for the skate park, refurbishing existing trellis poles, and purchasing a portable stage that can be used for summer concerts and festivals.

The skate park was built in 2021, and at the time the city did not have the funds to install above ground lighting. It is ready for installation, and its addition will add approximately 600 hours of skating time annually. Additionally, having proper lighting has been shown to significantly decrease injuries for skaters.

Currently, the park's gazebo is used as a stage for all outdoor events, including the summer concert series, Blue Moon Festival, and Fourth of July celebration. The way the structure is set up necessitates that amplifiers be placed on the gazebo's steps, leading to sound to being concentrated in the front of the audience, causing auditory issues for all attendees. There are also problems with sight lines in the current set up and performers overheating in the summer. The purchases of the portable stage will eliminate all of these issues, while retaining the charm of the existing gazebo. Holladay anticipates that the stage will have a lifespan of 20 or more years.

Finally, the fiberglass trellis poles that are installed behind the baseball diamond are deteriorating and need refurbishment. Refinishing the fiberglass structures will extend their lifespan by 50 years or more. Holladay considers the City Hall Park an investment in the community, and part of that is maintaining current infrastructure so that it is usable for years to come.

Overall, this upgrade project is estimated to cost \$183,350, and can be completed by December 2024.

5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.

Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.

The City of Holladay's project consists of upgrades to the existing City Hall Park and meets the County's vision in several areas. They are broken down by principle below.

"To reflect and address the current and future needs of communities throughout the County." The City of Holladay works hard to be responsive to their residents, and the new skate park is an example of this. The project garnered broad community support, and when the skate park was proposed the City Council received public input from over 400 individuals—a record for the city. Additionally, the refurbishment of the trellis poles is designed to prolong the park's overall lifespan and is an investment in the park's future.

"To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams."

All aspects of this project are "shovel ready." The skate park is fully prepared for the lighting installation, which can be completed within weeks. The city currently uses the park's gazebo as a stage, which has problems with lighting, sound, and heat. Holladay has decided to purchase a portable stage so that performances are more audience and performer friendly. Since this is a pre-made item, it will be ready to use upon delivery. The trellis poles will take approximately three weeks to complete, and can begin the process at any time. Any ongoing maintenance will come from the park budget, and be handled by existing staff.

"To support projects that address the need for proper maintenance and/or upgrades of existing facilities and the construction of new facilities."

This project is focused on upgrading and maintaining existing infrastructure. The stage and the skate park lighting are needed upgrades in order to make the facilities more user-friendly, and the trellis poles represent a maintenance need that goes

beyond traditional wear and tear.

"To support projects which enhance the ability of parks, recreation, and trail organizations to improve, expand and/or sustain programming."

The upgrades in this project expand programming. The skate park sees daily use, and the added lighting will provide approximately 600 more hours of usable skating time annually. The concerts are a beloved community tradition, and upgrading the stage will help the city improve this program and the summer festivals.

"To encourage projects that foster collaboration, regional partnerships, and shared funding." The City of Holladay has a lean staff, with only 24 personnel. Because of this, the city frequently partners with outside organizations and programming at the park is an example of this. The city works with Excellence in the Community, a local nonprofit organization, to produce their concerts and book performers for their summer festivals. Additionally, they partner with Spock's Skate Camps, Skate Park Respect, and Utah's Skate Park Advocacy to run skating summer camps (which typically serve 480 youth) and for skate park upkeep.

6. Provide evidence of local support and community need justifying this project.

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

The City of Holladay has received substantial community support for the skate park project. When it was initially brought before the City Council over 400 people submitted public comment (a record for the city). Since then the community has continued to be invested in the park's upkeep and future. Young skaters came to speak to the City Council on the need for the above-ground lighting, and the group Skate Park Respect works with young skaters to teach them about skating etiquette and help maintain the park.

The purchase of the portable stage is based on feedback from musicians and audience members. Currently, the only place to set up the sound system is on the gazebo's steps, which causes auditory problems for the elderly residents and people with disabilities who have reserved seating in the front. The gazebo also has limited sight lines due to its pillars, and the musicians are exposed to sun and extreme heat in the summer. While the concerts are well-attended and enjoyed, the city frequently hears feedback from attendees regarding the sound and sight lines

Please see letters of support and news article in documents tab.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The proposed project is appropriately sized to the capacity and needs of Holladay and the community. First, the project will require very minimal ongoing staff and operational support, as the is a public amenity that is already staffed and maintained.

Secondly, the proposed project focuses on things that the community is already regularly utilizing and improves upon them. The City estimates that the park is enjoyed by tens of thousands of people each year. Over 12,400 people will see performances on the updated stage annually, and approximately 20,000 people currently use the skate park per year.

8. Detail how the project is integral to your organization's mission.

The City of Holladay mission statement is: "The City of Holladay is committed to community, safety, and responsible growth, while preserving our charm, history, and iconic features, with open communication and quality services for all residents and businesses."

The city is dedicated to upholding this mission, and the City Hall Park is a vital piece of it. At every step, the park has been built to meet the needs of the city's residents, and its amenities have been designed to cater to different tastes and stages of life. Specific ways that this project works to honor this mission include:

Preserving infrastructure that is already there by refinishing the trellis poles. The City considers their amenities to be an investment and providing them with proper maintenance is a part of that.

This project addresses community safety by providing above-ground lighting to the city's skate park. Proper lighting has been shown to dramatically decrease skating-related injuries.

Open communication has been a large part of this project to-date, with the skate park's development based on significant feedback from both residents and businesses.

Holladay views this project as responsible and responsive growth. While the upgrades do not significantly alter any park programming, they do enhance it significantly. Skaters and concert goers will be able to better enjoy their experiences, while refurbishing the trellis poles maintains existing infrastructure.

Finally, this project is deeply rooted in community. The summer concerts, Blue Moon Festival, and Fourth of July celebration are beloved summer traditions, all of which will utilize the portable stage and make the events a more enjoyable experience. And, the above-ground lighting is being installed at the behest of the community. Young skaters have come to city council meetings to ask council members to consider this request.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

The City of Holladay is actively seeking funding for this project, and by the end of June 2023 will have submitted \$70,000 worth of requests to outside funders. Additionally, the city is planning a fundraising campaign for the skate park to help cover the cost of the lighting. The city has already secured a donation of \$20,000, and has a goal of raising \$40,000 total through this effort. If the fundraising goals are unmet, the Holladay budget reserve will be considered to fill the funding gap and cover the needed expenses until reimbursement.

Holladay has received prior TRCC awards and is experienced in managing reimbursement projects of a similar magnitude as the proposed project. The City's finance department actively monitors the cash flow for the organization, including specific projects, with financial software. The City of Holladay has a conservative fiscal policy with a healthy reserve fund to cover unexpected needs.

10. Document your ability to raise additional project funds.

The Holladay community has a proven track record of successful grassroots fundraising, and the city is confident that the skate park lighting and new stage will draw similar community support to raise additional project funds. The city is currently engaging in a fundraising campaign spearheaded by a councilmember to raise money for the skate park lighting, and Holladay anticipates they will bring in approximately \$40,000 through this effort.

The city has experience with this type of fundraising. In 2014, the City of Holladay and the Holladay City Foundation worked together to build a playground in Holladay City Park. At that time, a capital fundraising campaign was the most viable funding option to make the playground project a reality. The campaign kicked-off with a \$75,000 lead gift and was followed by two generous business donations and multiple resident pledges to raise a total of \$150,000. The playground opened on July 4, 2015 and has since become a beloved destination for families.

Additionally, the city is submitting a grant application for \$50,000 for the skate park lighting, and has other awards they will be pursuing should that request not be funded.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

The park improvement project will have minimal impact on the city's finances. All future upkeep will fall under the category of routine park maintenance, and the anticipated increase in cost is nominal. Additionally, all park amenities are free and open to the public, so there is no increased income. These project components are expected to have a lifespan of 20 or more years, and the project concept was purposely selected with an eye toward sustainability and low overhead costs to the City.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The City of Holladay owns the Holladay City Park, where the project will be taking place. The park site is the school grounds of the former Holladay Elementary School, which has since been renovated as the Holladay City Hall. The park is the site of a significant amount of Holladay's programming, including concerts, festivals, skate camps, and more. In addition to the programs hosted there, the park sees daily use at all of its facilities.

18. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

This project is entirely shovel-ready, and all elements are ready to be implemented; The City of Holladay anticipates that this project will be completed by the end of 2024, pending funding.

The skate park lighting is fully constructed, and the park itself was built so that when the city had the capacity to install the lighting it would be fully prepared. Additionally, the city is planning to purchase a pre-constructed portable stage that can be easily set up when it arrives from the manufacturer. The decision was made to use a portable stage to retain the charm of the gazebo when it is not being utilized as a stage, and so that it can be deconstructed and stored during inclement weather, prolonging its life.

Refurbishing the trellis poles consists of removing the existing fiberglass column veneer, framing a plywood wrap around the steel columns, attaching metal lath to the plywood, grouting stone to the lath, and then finally capping the columns in stone to protect them from severe weather. This process will extend their life for at least fifty years, and once the project starts they can be completed in three weeks.

19. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

The City of Holladay anticipates minimal capital maintenance costs for this project. As all facility upgrades detailed in this proposal are on city property, maintenance costs for the upgrades will be built into the park budget, and handled by current personnel.

While this project tackles programmatic upgrades and improvements to the park that go beyond typical wear-and-tear maintenance, after their completion all maintenance will be built into the city's ongoing parks budget. The city anticipates that maintenance costs will be nominal.

20. Provide project management information including key personnel and their experience.

This project will be overseen by Holly Smith, Assistant City Manager. All city staff play multiple roles, and in addition to traditional management duties, Holly handles finances and grant management for the city. Input will be provided by Jared Bunch, the city's Senior Civil Engineer, and Sheryl Gillian, Executive Director of the Holladay Arts Council. Biographic information for key project personnel is below:

Holly Smith, Assistant City Manager

Holly has served with the City of Holladay for the past 12 years. As a member of the City's Executive Team, she provides a range of complex project management and analytical support to the City Manager and City Council. Holly holds a master's degree in public administration from Northern Illinois University and bachelor's degree in urban planning from the University of Utah. She has served in the public sector her entire career and has worked at many levels of government including positions in city administration, county transportation programming, and regional planning. Holly specializes in grant proposal writing and fund administration.

Sheryl Gillilan, Executive Director, Holladay Arts Council

Sheryl was hired in July 2017 as the Holladay Arts Council executive director. She believes there is much potential for offering diverse arts opportunities for residents and visitors, including the summer concert series, Blue Moon Festival, and the fine art show. Prior to this position, Sheryl worked for 12 years at Art Access, the last five as the executive director. Sheryl grew up in Salt Lake City, went to college and graduate school in Oregon and Pennsylvania, then returned home in 1985, where she has lived happily thereafter. She believes that storytelling through art is a powerful way to connect people of diverse backgrounds and that sharing art makes it a joy to be human. She is an award-winning quilt artist and runs a quilting and sewing business.

Jared Bunch, Senior Civil Engineer

Jared was raised in Billings, MT where he learned to enjoy the outdoors and the value of service. He graduated from BYU in 2001 with a Civil and Environmental degree. During his college years, he grew his drafting and surveying skills while working on environmental projects like the Owens Dry Lake and the Salton Sea. Jared moved to Las Vegas after graduation and began his engineering career consulting on large scale land development projects. Las Vegas was hit hard by the real estate crash

in the late 2000's and Jared moved to the interior region of British Columbia where he gained additional expertise on engineering projects for transportation, hospitals, prisons, complex pump stations, and large sport fields. In 2018, he moved to the Salt Lake area and began working for the City of Holladay as their City Engineer, first as a contract position, then as a full-time position which then wrapped in public works.

21. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

N/A

22. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

The attached cost estimate was prepared by Holladay's Senior Civil Engineer, Jared Bunch.

The City of Holladay has a general fund balance that may be considered for additional project funds, should the need arise for cost overruns. (See organization budget documents included with this application.)

23. Type of tourism promotion services

N/A

24. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

25. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

26. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

Required? **Attached Documents ***

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)
[download template](#)



[Holladay Project Budget Worksheet](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget



[Holladay 20/21 Budget](#)

[Holladay 21/22 Budget](#)

[Holladay 22/23 Budget](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)



[Holladay Journal Article](#)

[Skate Park Respect, Letter of Support](#)

[Senator Pitcher Letter of Support](#)

[Representative Spackman Moss Letter of Support](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[Holladay Elementary Purchase Contract](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural

[Holladay Skate Park Lighting Site Plan](#)

documents (may include site plan, space program, schematic design) (Q22)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

[Holladay Skate Park Lighting Budget](#)

[Holladay Trellis Poles Budget](#)

[Holladay Stage Budget](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 155,000.00
Total Funding Sources	\$ 30,000.00
TRCC Funding Requested	\$ 125,000.00
Projected Surplus/(Deficit)	\$ -

Date Prepared: 09/07/2023

Organization Name: City of Holladay

Project Name: Holladay Park Upgrades

Contact Name: Holly Smith

Contact Email: hsmith@cityofholladay.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 155,000.00	skatepark lighting and wireless controls; stage materials; trellis refurbishment
Consultants/Professional Services		
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	\$ 155,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand				
Pledges	\$ 20,000.00		\$ 20,000.00	Holladay community fundraising, pledged donations.
Grants (excludes TRCC request)				
In-Kind Donation				
Capital Reserve				
Debt Issuance				
Other		\$ 10,000.00	\$ 10,000.00	Holladay community fundraising, anticipated donations.
Total Funding Sources	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	