

County Contract No. _____
 DA Log No. 24CIV000308

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MURRAY CITY

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 **MURRAY CITY**, 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 its MURRAY CITY application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Riverview Park Improvements (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 **Four Hundred Thousand Dollars (\$400,000.00)** 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 **September 30, 2024**. 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 **September 30, 2024**, 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 **December 31, 2024**. 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**.

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 County 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:

Craig J. Digitally signed by
By **Wangsgard** Craig J. Wangsgard
Date: 2024.03.08
12:37:44 -07'00'

Senior Deputy District Attorney

[Signatures continue on next page.]



Agreement Number:

A24.88

Agreement Review & Approval Form

Agreement Title & Description: Interlocal Cooperation Agreement with Salt Lake County Community Services-TRCC Grant

Contractor/Vendor: Salt Lake County

Agreement Begin Date: Upon Execution

Agreement End Date: Upon Completion

Account Number:

Contract Price: \$400,000.00

Approved as to:

Content: *Bruce Holyoak*
Bruce Holyoak (Mar 22, 2024 13:40 MDT)
Owner / Project Manager

Is this IT related? Has IT been consulted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Procurement Matrix Justification	Choose an item.	
Three Quotes or RFP/IFB Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Emergency Exception (Documentation attached)	<input type="checkbox"/> Yes	

Department Director: *Kim Sorensen*
Kim Sorensen (Mar 22, 2024 13:50 MDT)
Name: Kim Sorensen, Parks & Rec Director

Form: *Mark Richardson*
Mark Richardson (Mar 26, 2024 09:20 MDT)
Attorney for the City

Budget: *Emily Burton*
Finance Officer

IT: (optional) _____
IT Officer

Original received by Records Officer: 3/21/2024

Retention:	7 Years (GRS-1731)
Notes:	Mayor and City Recorder sign and seal attached doc

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

MURRAY CITY


By 
Brett Hales (Mar 26, 2024 09:59 MDT)

Name: Brett A. Hales

Title: Mayor

Dated: March 26, 2024


Attest:


Brooke Smith (Mar 26, 2024 10:00 MDT)
Brooke Smith, City Recorder
Date signed: Mar 26, 2024



Approved as to Form and Legality:

CITY ATTORNEY

By 
Mark Richardson (Mar 26, 2024 09:20 MDT)

Name: Mark Richardson

Dated: March 26, 2024

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2023 Support Program Application (2024 County budget)

Deadline: 6/16/2023

**Murray City Corporation
Riverview Park Improvements PRT**

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

\$ 400,000.00 Requested

Submitted: 6/7/2023 1:16:53 PM (Pacific)

Project Contact

Bruce Holyoak

bholyoak@murray.utah.gov

Tel: 801-712-9386

Additional Contacts

none entered

Murray City Corporation

296 E Murray Park Ave
Murray, UT 84107
United States

Telephone 801-264-2614

Fax

Web murray.utah.gov

Mayor

Brett Hales

bhales@murray.utah.gov

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".

Riverview Park 5844 South 700 West Murray Utah 40.64391 - 111.91263

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

Murray Park, established on April 15, 1924, holds a special place for Murray Parks and Recreation as the city's first park. Situated in Salt Lake County, it is not only the oldest park but also the largest, spanning 60 acres of land. The park's historical significance led to its inclusion on the National Register of Historic Places in 2008, recognizing its architectural and cultural value.

Over the years, Murray Parks and Recreation has experienced significant growth, expanding to a total of 300 acres since its establishment in 1924. In addition to Murray Park itself, the system includes several neighboring parks, each catering to the

needs and interests of the local community. These neighborhood parks offer a variety of amenities and facilities, allowing residents to enjoy outdoor activities closer to their homes.

One notable feature of Murray Parks and Recreation is its urban fishery, located at Willow Pond Park. It is designated for fishing activities, providing opportunities for anglers of all ages to enjoy recreational fishing in an urban setting. The urban fishery may be stocked with various fish species, and regulations and licenses apply. Murray Parks and Recreation offers a fishing club and it has been very successful.

In terms of recreational programs and services offered by Murray Parks and Recreation, some examples are:

Sports Programs: The park system provides organized sports programs such as youth and adult leagues for sports like soccer, baseball, softball, basketball, tennis, and more. These programs offer opportunities for skill development, competition, and community engagement.

Fitness and Wellness Activities: Murray Parks and Recreation offers fitness classes, wellness workshops, and recreational activities aimed at promoting physical health and well-being. These activities can include yoga, aerobics, Zumba, hiking groups, walking groups, and other fitness-oriented programs.

Cultural and Community Events: Murray Parks and Recreation hosts a variety of cultural events, community festivals, concerts, and performances throughout the year. These events bring the community together, celebrate diversity, and showcase local talent and art.

Nature and Environmental Programs: Murray Parks and Recreation offers educational programs focused on nature, wildlife, and environmental conservation. These programs can include guided nature walks, birdwatching tours, educational workshops, and environmental stewardship initiatives.

Playground and Recreational Facilities: The parks within the Murray Parks and Recreation system provide playgrounds, sports courts, open fields, picnic areas, and shelters for public use. These amenities cater to families, children, and individuals seeking recreational opportunities and outdoor leisure activities.

The services offered by Murray Parks and Recreation aim to serve a diverse audience, including individuals, families, children, seniors, and residents of all backgrounds and abilities. The programs and facilities provided strive to enhance the community's quality of life, promote physical and mental well-being, foster community connections, and provide recreational opportunities for all.

For specific details about the programs, services, and audiences served by Murray Parks and Recreation, it is recommended to visit their official website, contact the department directly, or refer to local resources for the most accurate and up-to-date information.

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 Riverview Park Project aims to bring various improvements to enhance the park's amenities and ensure a better experience for visitors. An overview of the proposed improvements are:

Pavilion: The project includes improvements to the pavilion area by installing new lighting fixtures to enhance visibility and safety during evening events or gatherings. Additionally, the pavilion will receive a fresh coat of paint to improve its appearance and preserve its structural integrity. New picnic tables will be added to provide comfortable seating for park visitors.

Tennis Courts to Pickleball Courts: The project includes repurposing the existing tennis courts to create pickleball courts. This will involve resurfacing the courts. The conversion will also include the installation of pickleball nets, posts, and other necessary equipment.

Lighting for Pickleball Courts: As part of the project, lighting will be added to the pickleball courts. This allows for extended playtime during evenings and enhances safety for players. The lighting system will be designed to provide sufficient illumination on the courts while minimizing light pollution.

Playground Replacement: The project will replace the existing playground with new, modern equipment. The new playground will meet current safety standards and includes a variety of play structures, swings, slides, and interactive features to cater to children of different ages and abilities.

Path Lighting and Repair: The project involves improving the lighting along the park's paths. This includes the installation of new solar lighting fixtures to enhance visibility and safety during nighttime.

Shade Tree Maintenance: The project includes maintenance efforts for the park's shade trees by pruning, trimming, and providing necessary care to ensure the health and longevity of the trees. Proper maintenance helps preserve the park's natural

beauty and provides shaded areas for visitors to enjoy.

Sidewalk Repair and Maintenance: The project aims to repair and maintain the park's sidewalks. This includes addressing any cracks, raised areas, or other damages to ensure safe and accessible pathways throughout the park.

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.

Murray City's support for Salt Lake County's principle of attracting people to public parks for mental and physical benefits and ensuring the safety of park patrons underscores the city's commitment to creating a positive park experience. Murray City's public parks attract 400,000 visitors annually. Murray recognizes the importance of maintaining and improving its parks to meet the needs and expectations of the community.

The fact that the playground doesn't meet Federal Standards due to the presence of metal slides indicates that Murray City is proactive in addressing safety concerns. By incorporating poured-in-place rubber surfacing, the city is taking steps to enhance accessibility and improve safety, making the playground more inclusive for individuals with disabilities. This demonstrates a commitment to ensuring that all residents and visitors can enjoy the park facilities without barriers.

The inclusion of new lighting in the project further emphasizes Murray City's dedication to enhancing safety and extending the usability of Riverview Park. Adequate lighting not only promotes visibility during evening hours but also contributes to a sense of security for park patrons, allowing them to fully utilize the park facilities during extended hours.

The consideration of project costs, sustainable ongoing maintenance, and operations costs being included in the annual Parks Department funding showcases the city's responsible financial planning. By accounting for these expenses, Murray City ensures that the improvements made to Riverview Park are sustainable and can be properly maintained to preserve their value and functionality over time.

The long-standing use of Riverview Park by residents demonstrates its significance and popularity within the community. Murray City recognizes this and acknowledges that the park will continue to be a cherished gathering place for its residents. This highlights the city's commitment to maintaining and improving Riverview Park to meet the evolving needs of its users.

Murray City's Parks and Recreation Department's commitment to responding to the changing needs in public parks reflects its dedication to staying responsive and adaptable to the community's requirements. This ensures that Murray Parks and Recreation remains relevant, engaging, and meets the expectations of residents and visitors.

Overall, Murray City's support for Salt Lake County's principles, addressing safety concerns, enhancing accessibility, providing new lighting, and considering sustainable funding and maintenance demonstrates a strong commitment to creating enjoyable and safe public parks. The city's continued focus on Riverview Park and its responsiveness to the evolving needs of the community will contribute to the ongoing satisfaction and well-being of its residents.

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.

Local support for Riverview Park improvements in Murray, Utah can come from various sources, including:

Murray City Council: The local city council plays a crucial role in approving and allocating funds for park improvement projects. Their support is essential in securing the necessary resources and budget for the Riverview Park upgrades.

Murray Parks and Recreation Department: The Parks and Recreation Department is directly responsible for the management and maintenance of the park system. They will provide support for Riverview Park improvements through planning, project coordination, and implementation.

Murray City residents: The local community, including residents living near Riverview Park, can provide support by voicing their opinions, attending public meetings or hearings, and actively participating in discussions related to park improvements. Their input and feedback are valuable in shaping the project and ensuring it meets the community's needs.

Community Organizations: Local organizations, such as neighborhood associations, homeowner associations, or park

advocacy groups, can play a role in supporting the improvement efforts. They may contribute by raising awareness, organizing fundraisers, or volunteering their time and resources to assist in the upgrade process.

Local Businesses: Businesses in the Murray area, particularly those located near Riverview Park, may offer support through sponsorships, donations, or partnerships. They can contribute financial resources or in-kind services to help facilitate the improvement projects.

Park Users and Visitors: The individuals who regularly use and enjoy Riverview Park can also show support by advocating for the improvements, providing testimonials about the park's importance in their lives, and actively engaging in park-related initiatives or volunteer opportunities.

By garnering local support from these various stakeholders, the Riverview Park improvement project can gain momentum, receive valuable input, and ensure that the upgrades align with the needs and desires of the community.

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

Riverview park is a neighborhood park, with approximately 30,000 visitors annually. We anticipate that this figure will increase with the addition of pickle ball courts. However, there is sufficient parking to accommodate eight pickle ball courts with room for other park patrons.

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

The Riverview Park Improvements will support Murray City Parks and Recreation's mission of providing clean, safe, and well-maintained parks in several ways:

1. **Improved Facilities:** Upgrading the park's pavilion, playground, and tennis courts to pickleball courts can enhance the overall facilities at Riverview Park. This ensures that visitors have access to well-maintained amenities, promoting a positive and enjoyable park experience.
 2. **Safety Enhancements:** By adding lighting to the pickleball courts and repairing the paths, the upgrade project can improve safety within the park. Well-lit areas provide visibility and deter potential hazards during evening hours. Additionally, repairing the paths ensures that visitors can navigate the park without the risk of tripping or stumbling.
 3. **Maintenance Considerations:** When planning the improvements, Murray City Parks has taken maintenance into account. Selecting materials and equipment that are durable, easy to clean, and require minimal upkeep can help ensure that the park remains clean and well-maintained in the long term.
 4. **Community Engagement:** By addressing the needs and desires of the community, the Riverview Park improvement project demonstrates Murray City Parks' commitment to serving its residents. Engaging with the community throughout the upgrade process will foster a sense of ownership and pride, encouraging visitors to help maintain the park's cleanliness and report any issues promptly.
 5. **Partnerships and Resources:** The upgrade project can leverage partnerships and available resources to support the mission of providing clean, safe, and well-maintained parks. This may include collaborating with local businesses, volunteers, or community organizations to assist with maintenance efforts, such as litter clean-ups or landscaping initiatives.
- By implementing the Riverview Park improvements with the mission in mind, Murray Parks and Recreation can enhance the overall park experience, prioritize visitor safety, and promote a clean and well-maintained environment that aligns with our mission statement.

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.

Murray City has allocated \$400,000 from the capital improvement budget (CIP) for the playground. These funds are transferred to a General Ledger account and tracked through the City's budgeting process. All invoices are paid through our finance department and with records kept by the City Controller.

10. Document your ability to raise additional project funds.

Additional project funds will be allocated from the CIP fund. Funds will be approved in the City's annual budget process.

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

We have factored the new park maintenance into our annual Parks operations budget. Additionally, we anticipate minimal expenses on repairs and replacement as we will have warranties on the playground equipment, and the pickleball court lighting.

While there are no direct revenues from playgrounds and no major revenue from pickle ball court reservations. We anticipate improvements to the park will attract new visitors and that the city could see incremental positive tax revenues from park visitor purchases in 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.

Riverview Park is located in Murray City and is owned by Murray City Corporation.

1. Tennis Court: Riverview Park features a tennis court where visitors can engage in friendly matches or enjoy a game of tennis. The court provides a designated space for tennis enthusiasts to practice their skills and participate in recreational play.
2. Shade Trees: The park has a number of shade trees scattered throughout its grounds. These trees offer relief from the sun's rays and create pleasant areas for relaxation and picnicking. Visitors can find shaded spots to unwind or enjoy a picnic under the canopy of trees.
3. Walking Paths: The park has concrete sidewalks.
4. Pavilion: The park features a pavilion, with picnic benches and provides a covered space for gatherings, events, or picnics.
5. Restroom Facilities: Riverview Park provides restroom facilities for the convenience of park visitors. These facilities ensure that visitors have access to restroom amenities while enjoying their time in the park.
6. Playground: The park includes a playground area with age-appropriate play structures, swings, slides, and climbing equipment.

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.

We will begin on site work in September 2023 and expect completion by June 2024.

1. Lighting:

- Designing an appropriate lighting system for the pickleball courts, & pathways.
- Installing lighting fixtures, wiring, and controls in accordance with the design plan.
- Ensuring proper placement and aiming of the lights to provide adequate visibility and minimize light pollution.

2. Pickleball Courts:

- Collaborating with design professionals to determine the optimal layout and dimensions for the pickleball courts.
- Resurfacing the courts, striping, and marking the courts with pickleball lines according to regulations.
- Installing pickleball nets, posts, and any additional equipment required.

3. Playground:

- Working with a playground contractor to create a new playground layout based on safety standards and age-appropriate play options.
- Demolishing and removing the existing playground equipment.
- Contractor installing new playground
- Ensuring the proper installation of poured-in-place rubber safety surfacing materials.

4. Pavilions

- Working with contractors to implement the proposed improvements, which will include roofing repairs, lighting, and painting.

5. Paths:

- Excavating and removing damaged sections of paths.
- Repairing uneven surfaces.
- Resurfacing or repaving parking areas

Throughout these improvement projects, licensed contractors will be responsible for adhering to project timelines, budgets, safety protocols, and any specific requirements set forth by Murray Parks and Recreation or project stakeholders.

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.

Riverview Park, which was acquired from Salt Lake County has been added to the list of properties maintained by Murray City's Parks and Recreation Department. It will be operated by the Parks Division. Parks and Recreation Department is part of Murray City's General Fund. The General Fund is primarily supported by property tax, sales tax, and user fees. The Parks maintenance FY2024 budget has been increased by \$40,000 to cover the cost of ongoing maintenance.

Murray City has a Capital Improvements Projects Fund (CIP) which is where upgrades and replacements to City Facilities and equipment are funded. The CIP fund has a 5-year capital needs plan which is updated every year. The Parks & Recreation Department is allocated funds from the CIP to repair or replace equipment and facilities as necessary.

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

Bruce Holyoak, Park Superintendent, has an extensive 27-year tenure with Murray Parks, indicating his experience and knowledge in overseeing park operations and management. As the Park Superintendent, he plays a crucial role in coordinating and implementing various projects and initiatives, including the Riverview Park Upgrade. His experience and familiarity with the park system would contribute to effective project planning, resource allocation, and ensuring the upgrade aligns with the mission and goals of Murray City Parks.

Bryce Philbrick, Field Supervisor, also boasts an impressive 27-year tenure with Murray Parks. His role as Field Supervisor involves overseeing day-to-day park operations, maintenance, and ensuring compliance with safety standards. With his certification as a Playground Safety Inspector for 10 years, he brings expertise in evaluating and ensuring the safety of playground equipment within the park system. Bryce Philbrick's experience and certification will be invaluable in assessing the current playground at Riverview Park and ensuring that any replacement or upgrades adhere to the highest safety standards.

Both Bruce Holyoak and Bryce Philbrick's combined years of experience within Murray Parks demonstrate their deep understanding of the park system and their ability to effectively manage projects like the Riverview Park Upgrades. Their expertise and dedication to maintaining safe and well-managed parks will contribute significantly to the successful implementation of the upgrade project.

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.

Playground replace \$450,000.00
 Pickleball Lighting \$150,000.00
 Pickleball Courts \$100,000.00
 Side walk repair \$10,000.00
 Pavilion paint, tables \$25,000.00
 Tree maintenance \$16,000.00
 Paths solar lights, \$50,000.00

Total \$801,000.00

Documents are uploaded with material costs and do not include installations costs. Those costs have been included in the total estimates above. Installation estimates were provided by:

Atlas tree services-tree maintenance
 Mountain States Lighting-path lighting
 Musco Field Lighting-pickleball lighting
 Great Western Playground-playground

Renner-convert tennis courts to pickle ball courts was a phone quote for 8 courts: nets, posts, and new striping.

23. Type of tourism promotion services

Murray City Website, Social Media,

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: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

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

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)

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)

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

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

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

TOURISM PROMOTION (REQUIRED): Detailed project budget

Required? **Attached Documents ***



[TRCC Project Budget](#)



[FY2021 Murray Park Budget](#)

[FY2022 Murray Park Budget](#)

[FY2023 Murray Park Budget](#)



[Local Support](#)

[Riverview Park Improvement Support Letter](#)

[Riverview Park Improvement Support Letter](#)

[Playground Rendering](#)

[Musco Sports Lighting Riverview](#)

[Atlas Tree](#)

[Riverview Path Lighting](#)

[Great Western Playground](#)

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 801,000.00
Total Funding Sources	\$ 401,000.00
TRCC Funding Requested	\$ 400,000.00
Projected Surplus/(Deficit)	\$ -

Date Prepared:	05/20/2023
Organization Name:	Murray City Corporation
Project Name:	Riverview Park Improvements
Contact Name:	Bruce Holyoak
Contact Email:	bholyoak@murray.utah.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 801,000.00	Install new playground, poured in place surfacing, install benches, convert tennis courts to pickle ball courts, install pickle ball court lighting, install path lighting in park, repair damaged concrete on sidewalks, tree maintenance
Consultants/Professional Services		
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	\$ 801,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 400,000.00	\$ 1,000.00	\$ 401,000.00	City has budgeted this amount
Pledges				
Grants (excludes TRCC request)				
In-Kind Donation				
Capital Reserve				
Debt Issuance				
Other				
Total Funding Sources	\$ 400,000.00	\$ 1,000.00	\$ 401,000.00	