

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

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 **COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA**, a special district and political subdivision of the State of Utah ("Service Area"). County and Service Area 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. Service Area is a special district and political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. Service Area has requested TRCC Funds from the County to help it fund the project described in its Cottonwood Heights Parks and Recreation Service Area application attached hereto as **EXHIBIT A**. More specifically, Service Area requested TRCC Funds to help fund improvements to Bywater Park (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 TWELVE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$412, 217.00)** to Service Area from its 2025 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . SERVICE AREA'S OBLIGATIONS AND REPRESENTATIONS.

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

(ii) Service Area 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 Service Area's TRCC Application hereto as **EXHIBIT A** by **March 31, 2027**. 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 Service Area's TRCC Application attached hereto as

EXHIBIT A and/or budget attached as **EXHIBIT B** indicate that Service Area will make a matching contribution toward the purpose for which TRCC Funds will be used by Service Area under this Agreement, Service Area shall make the matching contribution so indicated in the amount specified in Service Area's Application. If Service Area fails to make and expend such a matching contribution prior to **March 31, 2027**, the County may require repayment of TRCC Funds from Service Area for noncompliance with this provision.

E. Reimbursement Deadline. Service Area shall furnish to County the TRCC Reimbursement Form, which can be found at <https://www.saltlakecounty.gov/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, 2027**. Additionally, if it is later determined that Service Area used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, Service Area 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. Service Area shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2025; December 31, 2026; and June 30, 2027**.

G. Recordkeeping. Service Area 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 Service Area's books. Service Area shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. Service Area shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) Service Area 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 Service Area's possession.

(ii) Service Area, 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. Service Area 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. Service Area expressly agrees that the County may monitor the expenditure of TRCC Funds by Service Area.

(iii) Service Area 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 Service Area under this Agreement, and the accounting of such use. If the County requests an audit, Service Area agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. Service Area agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from Service Area 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. Service Area represents and agrees that no officer or employee of the Service Area 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. Service Area 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 Service Area, including the adoption of any necessary resolutions or ordinances by the County and Service Area authorizing the execution of this Agreement by the appropriate person or persons for the County and Service Area, 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 Service Area's full expenditure of the TRCC Funds received under this Agreement and upon Service Area'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, Service Area'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 Service Area director 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 Service Area's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to Service Area. 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 Service Area 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. Service Area 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 Service Area 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 Service Area will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, Service Area 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) Service Area's breach of this Agreement; (ii) any acts or omissions of or by Service Area, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) Service Area's use of the TRCC Funds. Service Area 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 Service Area 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 Service Area under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to Service Area in succeeding fiscal years. The County's obligation to contribute TRCC Funds to Service Area 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 Service Area, 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 Service Area of such non-funding and the termination of this Agreement. However, in no event, shall the County notify Service Area 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 Service Area 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 Service Area to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by Service Area on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to Service Area of the occurrence thereof.

(b) Service Area 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 Service Area under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by Service Area 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 Service Area; and/or

(b) Seek repayment of any TRCC Funds previously paid to Service Area 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)-days' 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 Service Area and have been expended by Service Area 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 Service Area 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 Service Area.

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 acceptance of the final project status report. 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. Service Area 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. Service Area 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 Service Area, including the adoption of any necessary resolutions or ordinances by the County and Service Area authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and Service Area, 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 Service Area warrants his or her authority to do so and to bind Service Area. The County may require Service Area to return all TRCC Funds paid to Service Area 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: _____, 2025

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2025

Reviewed and Advised as to Form and Legality:

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

Digitally signed by Craig J. Wangsgard
Date: 2025.04.07 10:23:21 -06'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR SERVICE AREA

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA



By [Signature]
Name: Daniel Morzelawski
Title: Chair
Dated: 4/23, 2025

Attest: [Signature]

Alexandria Brown
Board Secretary
Date signed: April 23, 2025

Approved as to Form and Legality:

SERVICE AREA ATTORNEY

By Rachel S. Anderson

Name: Rachel S. Anderson

Dated: April 14, 2025

RESOLUTION NO. 2025-9

A RESOLUTION OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA BOARD OF TRUSTEES TO APPROVE AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY for and on behalf of its Department of Community Services REGARDING TRCC FUNDS

WHEREAS, the Cottonwood Heights Parks and Recreation Service Area Board of Trustees would like to enter into an Interlocal Agreement with Salt Lake County regarding TRCC funds from the County to fund improvements to Bywater Park located within Cottonwood Heights Parks and Recreation Service Area.

WHEREAS, The Board of Trustees of the Cottonwood Heights Parks and Recreation Service Area desires to enter into an Interlocal Agreement with Salt Lake County;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA AS FOLLOWS:

1. **Adoption.** The Board of Trustees of the Cottonwood Heights Parks and Recreation Service Area approves the Interlocal agreement with Salt Lake County.
2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidly or unenforceability, shall not affect any other portion of this Resolution, and all sections, parts and provisions shall be severable.
3. **Effective Date.** This Resolution shall become effective immediately upon its passage


PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA ON THIS 23rd DAY OF APRIL, 2025.

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA


Board of Trustees:



Dan Morzelewski, Chair

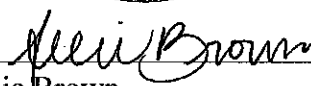


Patti Hansen



Bart Hopkin





Attest: Allie Brown

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2024 Support Program Application (2025 County Fiscal Year)

Deadline: 6/16/2024

Bywater Park Improvements (PRT)

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

USD\$ 412,217.00 Requested

Submitted: 6/10/2024 1:23:10 PM
(Pacific)

Additional Contacts

none entered

Ben Hill
7500 South 2700 East
Cottonwood Heights ,
UT 84121
United States

bhill@cottonwoodheights.com
Tel: 801-943-3190 x 110

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 #13.

Project Overview

1. Please select one of the following:

- ☒ New project
- ☐ Additional funds for a current project

2. 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)

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

3149 Banbury Rd, Cottonwood Heights, UT 84121

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

The Cottonwood Heights Parks & Recreation Service Area (CHPRSA) was established in July of 1967.

The CHPRSA is a legal and political subdivision of the state of Utah, otherwise, known as a Special District. The County residents, located inside the CHPRSA boundaries, voted and approved the formation of the CHPRSA to enhance the parks and recreation services in the County's East Planning Area.

Over the years, CHPRSA residents have strongly support the CHPRSA, through recreation center memberships, fee based participation, and property taxes. Those same residents have approved multiple general obligation bonds. Those bonds, along with the support of Salt Lake County, have helped sustain and enhanced the CHPRSA's parks, facilities, programs, and services.

The CHPRSA taxable, geographical area includes most of Cottonwood Heights City and small pockets of Murray, Holladay, and Sandy City. However, our serviceable area is much more regional, given our location, and the quality of our ice and aquatic facilities, programs, and services.

The CHPRSA and Cottonwood Heights City, work closely together, through an inter-local agreement, to enhance the sense of community and the opportunities for parks and recreation. The inter-local agreement allows us to collaborate and pool expertise and resources that saves overall costs and improves the quality of life for our common community. Regardless of who owns the park, the CHPRSA, through the inter-local agreement, provides the park maintenance, scheduling, and programing.

5. 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, and cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

In 2023, the CHPRSA commissioned an updated Bywater Park Master Plan. Through the Master Plan process, there were a number of deficiencies discovered throughout the park. In this application, we are requesting funding for the most urgent of those deficiencies.

Listed in order of priority...

Tennis Courts:

One of the most urgent concerns of the park is the condition of the tennis courts. The current tennis court's concrete pad is severely cracked and needs updating with post-tension concrete. Over the years, we have maintained the tennis courts by resurfacing every three to five years. Resurfacing is a large expense and has been a temporary fix, as the cracks begin to reappear almost instantly.

The Bywater Park has two tennis courts. Both of the tennis courts are no longer eligible for resurfacing, due to their extreme poor conditions and the resulting safety concerns. Therefore, both of the tennis courts are closed, indefinitely.

Additionally, in conjunction with the tennis courts surfacing needs, the current lighting system and tennis fences are old and outdated. They will need to be retrofitted and/or replaced.

Playground Accessibility and Swing Set Surfacing:

To enhance the accessibility and safety of the playground area, we need to add a concrete curbing around the swing set area, create a walkway connection between the main play area and the swing set area, and replace the swing set's sand surface with a poured in place rubber or synthetic grass surface.

Baseball Fields:

The Bywater Park has three baseball fields. All of the baseball field's fences are old, worn out, and have passed their life expectancy. We will need a total new fencing system and two new removable outfield fences.

One of the baseball field's scoreboard is no longer working and cannot be repaired. We will need to replace the broken scoreboard and add a new scoreboard to a field, which has not had a scoreboard in

the past.

Monument Sign:

The monument sign is old and damaged. With the new improvements to the park, we would like to replace the current old and damaged, monument sign with a new one.

Design Service Fee: \$27,930.94 (7.6%)

Contingency of \$47,936.40 (15%)

The Total Project Amount is \$515,217.34. We have a matching contribution of \$103,054.00 (20%). Therefore, the remaining TRCC requested amount is \$412,217.00.

For cost details, please see the uploaded, Estimate of Probable Construction Cost.

6. How does your project align with the specified TRCC support program category you selected in Question 2? 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 County's East Planning Area is already at a shortfall of park land, tennis courts, and baseball fields. Therefore, it is critical to preserve, maintain, and enhance the already established parks in our community.

In the Salt Lake County's 2015 Parks and Recreation Facilities Master Plan (page 59), it states, "The Cottonwood Heights Parks and Recreation Service Area is also a key provider, offering facilities and programs specifically requested by area residents. Funding agreements with the County have also greatly benefited the service area, providing capital infusions to help build and maintain park and recreation facilities in this area."

The requested project is shovel ready and fits well within the County's PRT Visions & Principles of the TRCC Support Program. Parks provide County residents and visitors with much needed resources that benefit the overall health and wellness of individuals and families. The parks provide economic growth to the community. The requested project, we enhance and ensure a well established legacy of parks and recreation in the County's East Planning Area.

Bywater Park is publicly owned and operated, by the CHPRSA. The park is fully accessible to the public and are free of charge.

7. Please provide evidence of local support and community need justifying this project. (Lessees of government-owned facilities must provide landlord's written consent for construction/implementation of proposed improvements.)

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.

Parks are essential to our community's health and wellbeing!

Throughout the year, Bywater Park is used and enjoyed by numerous families and community members.

As our community demographics continues to shift, more and more younger families move into the area. Those new families, as well as our established families, will greatly benefit from the improvement at the park.

The park is home to several structured recreational programming that will additionally benefit from the improvements.

Please see the letters of support, uploaded, showing our community support (Cottonwood Heights City,

The Utah Tennis Association, and the Brighton Cal Ripken Baseball Organization).

8. Please provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Include attendance data.

With the shortfall of park land, tennis courts, and baseball fields in the County's East Planning Area it is critical to preserve, maintain, and enhance the already established parks in our community.

Each requested improvement at Bywater Park would be a restoration of the parks original established purpose and bring some amenities back into operation. The improvements would make the park amenities available, accessible, and safe for generations to come.

Throughout the year, numerous families and community members already enjoy the park. The improvements of the park would enhance the recreational benefits of its visitors and enhance the legacy of parks and recreation in the CHPRSA, Cottonwood Heights City, and the County's East Planning Area.

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

The mission of the Cottonwood Heights Parks and Recreation Service Area is...

"We provide essential and sustainable parks and recreation facilities and services that support the health and wellness of our community."

We do this by living by our core values of...

Customer Service
Honesty and Integrity
Partnerships
Respect
Safety
Accountability

The requested project, fits nicely in our commitment to provide essential and sustainable parks and recreation facilities and services that support the health and wellness of our community. The project will also strengthen our core values of Customer Service, Safety, Accountability, and our Partnerships with our Baseball and Tennis Associations.

10. 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 will 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.

As a Special District and a political subdivision of the state of Utah, we receive funding through recreation center memberships, fee based participation, property taxes, etc.

We are prepared to fund (cash-in-hand) the requested project with a 20% match. The CHPRSA will cover 12% of that match and Cottonwood Heights City will cover the other 8%.

We fully understand that the TRCC Support Program is a reimbursement grant. We have an adequate cash flow to manage the project, until the reimbursement is processed. If approved, we will work closely with the County and follow all reimbursement guidelines and requests.

11. Document your ability to raise additional project funds.

N/A

Project Details

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

This is a one-time capital expense request. All ongoing maintenance, operating, and staffing expenses for the project will be the responsibility of the CHPRSA.

The new park improvements will not increase the already established maintenance, operating, and staffing expenses.

There will be no additional revenue, as the park is already fully accessible to the public and is free of charge.

13. Please specify the 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

14. Type of consulting services

-answer not presented because of the answer to #13-

15. Goals and objectives of consulting services

-answer not presented because of the answer to #13-

16. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

-answer not presented because of the answer to #13-

17. Payment schedule for the work and expenses.

-answer not presented because of the answer to #13-

18. 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.

Bywater Park is a class two regional park and is owned by CHPRSA. The park was created in 1977, and was named for Paul Bywater, an original Board of Trustee, who was influential in acquiring and developing the CHPRSA. The park is located in the Butlerville neighborhood. It is a beloved pavilion picnic spot and a popular venue for community baseball games.

Park amenities include: two tennis courts (including lights), a large rentable pavilion, charcoal grills, restrooms, children's playground equipment with a swing set, three baseball fields, etc.

For ownership information, please see the uploaded, Bywater Park - SLCO Parcel Ownership Map.

19. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

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

The requested project is shovel ready!

As early in 2025, as authorized and possible, equipment would be ordered and installation scheduled. The construction of the project would then start in the Spring of 2025 and would be completed throughout the Summer and Fall of 2025.

Tennis Courts:

One of the most urgent concerns of the park is the condition of the tennis courts. The current tennis court's concrete pad is severely cracked and needs updating with post-tension concrete. Over the years, we have maintained the tennis courts by resurfacing every three to five years. Resurfacing is a large expense and has been a temporary fix, as the cracks begin to reappear almost instantly.

The Bywater Park has two tennis courts. Both of the tennis courts are no longer eligible for resurfacing, due to their extreme poor conditions and the resulting safety concerns. Therefore, both of the tennis courts closed, indefinitely.

Additionally, in conjunction with the tennis courts surfacing needs, the current lighting system and tennis fences are old and outdated. They will need to be retrofitted and/or replaced.

Playground Accessibility and Swing Set Surfacing:

To enhance the accessibility and safety of the playground area, we need to add a concrete curbing around the swing set area, create a walkway connection between the main play area and the swing set area, and replace the swing set's sand surface with a poured in place rubber or synthetic grass surface.

Baseball Fields:

The Bywater Park has three baseball fields. All of the baseball field's fences are old, worn out, and have passed their life expectancy. We will need a total new fencing system and two new removable outfield fences.

One of the baseball field's scoreboard is no longer working and cannot be repaired. We will need to replace the broken scoreboard and add a new scoreboard to a field, which has not had a scoreboard in the past.

Monument Sign:

The monument sign is old and damaged. With the new improvements to the park, we would like to replace the current old and damaged, monument sign with a new one.

Design Service Fee: \$27,930.94 (7.6%)

Contingency of \$47,936.40 (15%)

The Total Project Amount is \$515,217.34. We have a matching contribution of \$103,054.00 (20%). Therefore, the remaining TRCC requested amount is \$412,217.00.

For cost details, please see the uploaded, Estimate of Probable Construction Cost.

20. 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.

This is a one-time capital expense request. All ongoing maintenance, operating, and staffing expenses will be the responsibility of CHPRSA.

The maintenance, operating, and staffing expenses of the current park is already funded and will continue to be funded by CHPRSA.

The new park improvements will not increase the already established maintenance, operating, and staffing expenses. Therefore, the financial impact of the requested project is already covered in our approved budget.

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

The administrative staff at Cottonwood Heights Parks & Recreation Service Area, in connection with Scott Peters at Venn-Collaborative, LLC will manage the project.

Scott Peters, PLA, ASLA - Project Manager, Park Planner, Sr. Landscape Architect
Scott is Venn Collaborative's Managing Principal and a professional landscape architect and environmental planner. He is a hands-on project manager and will be involved from kick-off through final plan review, approval, and construction oversight. He will ensure the team always produces high-quality deliverables, maintains reliable communication with the CHPRSA throughout the Project, and adheres to the schedule and budget.

For more than 30 years, he has served a project principal, project manager, senior landscape architect, lead designer, or park super intendant for more than 150 large- scale and multi-disciplinary projects for both public and private clients across the western United States and internationally. Throughout his career, his work has focused on the planning and design of more than 50 parks, trails, and open space projects. He is dedicated to planning and designing projects to be creative and responsive to client and user needs, as well as the environment. His design work includes site analysis, community planning, urban design, project visioning and theming, site design, wayfinding and interpretive planning, and construction documentation and administration services. He also has extensive experience working with interdisciplinary teams to integrate multi-use opportunities and aesthetics into projects. Integrating public input into the planning and design process has been a key aspect of his work. His many return clients attest to his successful project leadership, organizational skills, responsiveness to client and project user needs, effectiveness at public outreach, commitment to project schedules and budgets, and dedication to planning and design excellence.

Venn Collaborative is a recognized leader in parks and recreation planning and design. Our leadership has worked on more than 50 park and recreation projects. Our expertise ranges from large scale planning to detailed design, construction documentation, and construction management services. This gives us a clear understanding of what it takes to bring a project from concept-level planning into reality. Park programing, master planning, design, and construction management is EXACTLY what we do!

22. 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.

For the finalized, 2023 Bywater Park Master Plan, please see the uploaded, Bywater Park - Master Plan 2023.

23. 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.

For construction information and the associated cost, provided by Scott Peters and Venn Collaborative, LLC., please see the uploaded, Estimate of Probable Construction Cost.

24. Type of tourism promotion services

-answer not presented because of the answer to #13-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #13-

26. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

-answer not presented because of the answer to #13-

27. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #13-

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 *



[Bywater Park Improvements - TRCC Project Budget Worksheet](#)



[2022 CHPRSA Approved Organizational Budget](#)

[2023 and 2024 CHPRSA Approved Organizational Budget](#)



[Letter of Support - USTA](#)

[Letter of Support - Cottonwood Heights City](#)

[Letter of Support - Brighton Cal Ripken Baseball](#)

[Bywater Park - SLCO Parcel Ownership Map](#)

[Bywater Park - Master Plan 2023](#)

[Estimate of Probable Construction Cost](#)

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 515,271.00
Total Funding Sources	\$ 103,054.00
County Funding Requested	\$ 412,217.00
Projected Surplus/(Deficit)	\$ -

Date:	June 14, 2024
Project Name:	Bywater Park Improvements (PRT)
Applicant Name:	Ben Hill
Contact Name:	Ben Hill
Contact Email:	bhill@cottonwoodheights.com

Project Budget:

	Projected Cost	Detail
Construction	\$ 72,544.00	Mobilization, Disposal, Demolition and Removal
Site Impv	\$ 366,860.00	Monument Sign, Tennis Court - Post Tension, Fencing, Lighting, Scoreboards,
Design Srvs	\$ 27,931.00	7.60%
Contingency	\$ 47,936.00	15%
Total Project Budget	\$ 515,271.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 103,054.00		\$ 103,054.00	CHPRSA = \$61,832 (12% Match); CH City \$41,222 (8% Match)
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total Funding Sources	\$ 103,054.00	\$ -	\$ 103,054.00	

