



Contract Review and Approval

Contract Title: Tourism, Recreation, Culture & Convention (TRCC) Support Program

Description: Interlocal Cooperative Agreement

Contractor/Vendor: Salt Lake County Department of Community Services
Contract Begin Date: When contract is fully executed
Contract End Date: 03/31/2027
Contract Price: \$1,503,069.00

For contracts that are NOT professional services:

Under \$10,000
Department Head discretion

\$10,000-\$19,999
City Manager discretion

\$20,000-\$39,999
Three bids required

\$40,000+ RFP required

Content:

JS
Department Director or Designee & Date

Form:

[Signature]
City Attorney
(if an external contract AND lacking place for attorney to sign)

4/1-1/25
Date

Budget:

Lisa Dudley
Finance Director or Designee
(if contract involves expenses or revenues)

04/08/2025
Date

Budget Account #:

451-3330-3332

grant Rev for phase II

Payment Instructions Included:

Receivable ☒ Payable ☒ N/A ☐

Reminder: Contracts under \$10,000 can be signed by Department Heads.
If \$10,000 or more give to City Manager/Assistant City Manager/Mayor to

City Council:

☒ Yes ☐ No

Ordinance/Resolution #: 25-13

Notes:

Return Executed Copy to: Kristofer Land

RECORDER USE ONLY

Original Received:

Salt Lake County Recording: ☐ Yes ☒ No

City Recorder:

GF
City/Deputy Recorder

4/15/25
Date

Contract Number:

2025-226

Retention Schedule:

GRS 50

Destroy:

PM
Date

County Contract No. _____
DA Log No. 25CIV000393

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MILLCREEK

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 **MILLCREEK**, 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.”

R E C I T A L S:

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 Millcreek application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund the Millcreek Common Phase II Open Space project (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

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

A G R E E M E N T:

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

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to **ONE MILLION FIVE HUNDRED THREE THOUSAND SIXTY NINE DOLLARS (\$1,503,069.00)** to City from its 2025 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

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

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

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **March 31, 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 City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution

toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2027**, 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://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 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://www.saltlakecounty.gov/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2025; December 31, 2026; June 30, 2027**.

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

H. Public Funds and Public Monies:

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

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

(iii) City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

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

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

K. Representations.

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

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or

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

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

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

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

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

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

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

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

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

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

E. Agency. No officer, employee, or agent of City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

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

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

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

I. Termination.

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

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

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

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

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

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

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

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-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 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 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. 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: _____, 2025

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By *Robert Sampson, Assoc Dir.*
Robert Sampson, Assoc Dir. (Apr 18, 2025 09:30 MDT)

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: 2025.03.11
10:10:00 -06'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

MILLCREEK

By [Signature]

Name: Jeff Silvertrini

Title: Mayor

Dated: April 8, 2025



Attest:

[Signature]
Elise Sullivan, City Recorder
Date signed: 4/14/25

Approved as to Form and Legality:

CITY ATTORNEY

By [Signature]

Name: John Breen

Dated: 4/14, 2025

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2024 Support Program Application (2025 County Fiscal Year)

Deadline: 6/16/2024

Millcreek Common Phase II Open Space

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

USD\$ 2,000,000.00 Requested

Submitted: 6/13/2024 2:44:49 PM
(Pacific)

Additional Contacts

mwinder@millcreekut.gov

Kristofer Land
1330 E Chambers Ave
Millcreek, UT 84106
United States

kland@millcreekut.gov
Tel: 801-214-2761

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".

1354 E Chambers Ave, Millcreek, UT 84106

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

Millcreek incorporated by a vote of its residents in 2016. Millcreek is a city with a rich diversity of age, geography, demographics, neighborhoods, and cultures located directly south of the capital city of Utah,

Salt Lake City. Even though the city is new, the community is old. Pioneers began settling the community around 1848. As such, many of its residences have been family-owned for over a century, giving Millcreek deep roots. Millcreek is an urban community that is completely built out, thus the community only has a few parks and open spaces for its 63,380 residents.

The city boundaries run from the Jordan River on the west to the Wasatch Mountains on the east. These boundaries hold a diverse range of peoples with a wide range of incomes and origins. According to the US Census the median household income for the city is \$81,577 which is slightly above the median household income for the state of Utah, \$79,449. Even though Millcreek's median household income is above the state average, the city has pockets of disadvantaged neighborhoods with census tracts that have median household incomes between \$42,816-\$55,875.

Not only is Millcreek made up of a wide range of citizens at different income levels, but the city residents also come from a wide variety of races and ethnicities. According to the US Census, 80.5% of Millcreek residents classify themselves as white, with 19.5% classify themselves as another race. 11.9% of the population classifies themselves as foreign born. In comparison the state of Utah data shows that 8.3% of its population classifies itself as foreign born. The Millcreek community is diverse in race and ethnicity, but also in age. According to the US Census 15.4% of the population is aged 65 or older, in comparison to the state of Utah with 8.3% of the population being aged 65 or older.

Within a five-mile radius of this site, there are 350,000 people who could easily access this open space. Located within four Congressional districts, this population includes 136,000 households with a median age of 35.1. With this diverse population the City of Millcreek seeks to find ways to provide outdoor recreational amenities to citizens of all races, ages and income levels.

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.

Millcreek Common Phase II Open Space project located at 1354 E Chambers Ave, Millcreek, UT 84106 will be designed as a public space for the surrounding community and will be open to the public. It includes ADA access to a stage area, an interactive water feature, open space lawn areas, seating, slides, a roller skate and skateboard activity area, an eighteen hole mini golf course, over twenty-two thousand square feet of accessible multi-use walkways and decorative plaza paving surfaces, decorative walls that support native and native-adapted low water use landscape with planting design that celebrates the colors, textures and beauty of spring, summer, fall and winter. The project also reduces urban heat island effects by incorporating 129 native and native-adapted trees to provide shade. Trees and the water features across this project will provide natural cooling during hot weather events.

In the northeast corner of the project the project will also include an entertainment space. If funding permits, Millcreek aims to make this entertainment space a sheltered amphitheater seating 300. However, this may be subject to change depending on availability of funding and parking. Depending on circumstances, this area at its least will serve as a group pavilion and restroom area. The alternate group pavilion currently being designed is expected to cost about 75% less than the 300-seat amphitheater. The Amphitheater is designed to take on more expansive programming for community events big or small. The additional entertainment space will help spread out crowds on some of the busiest Millcreek Common events such as Independence Day Eve, Cinco de Mayo, and New Years Eve. Some of which hosted crowds of 2,000-9,000 people.

The plaza will be open year around and managed by the City of Millcreek. Golf club and skate rentals will be available at the nearby Adventure Hub. This project will begin in Fall 2024 and will finish in Fall 2026. Millcreek's desired budget for the project is \$10,600,000. The City has created a financial path for achieving this goal including federal, state and county funds. Millcreek also has built in funds to help raise money for the project. In an instance where costs rise or a source isn't secured, the City has a plan to use more general fund monies and/or reduce project cost by downsizing the amphitheater.

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.

Millcreek Common Phase II (MC Phase II) will align well with TRCC's Parks, Recreation and Trails Support (PRT) program. The PRT description in the TRCC guidelines document says:

"There is great demand with a rapidly growing population, changing attitudes, new perspectives, and evolving lifestyles. It is imperative that opportunities are seized today to meet future needs"

Millcreek has been fully built out since its incorporation in 2016 and as illustrated in the attached article "Healthy Communities: Enhancing Open Space (2023)," less than 40% of Millcreek residents live within a ten-minute walk of park/open space. With the City in need of park space and no room to put it, Millcreek must take initiative to push for more parks and open space whenever possible. MC Phase II is a unique opportunity for Millcreek to use city-owned land to create park space that can service the City Center, an area that will be the City's most densely populated area. Apart from MC Phase II, it is unlikely Millcreek will have an opportunity to seize park and recreation space near the City Center any time soon, so Millcreek feels obligated to apply for PRT support program funding and provide this space for residents.

Millcreek's future-thinking approach to parks and recreation facility access also aligns with Salt Lake County's PRT Vision. The vision asks communities to consider the regional benefits that may come from a project. MC Phase II will be a regional asset because of its:

- 1) Mini-golf course that will surely draw in citizens from all over Salt Lake County,
- 2) Dozens of events throughout the calendar year that regularly draw in thousands of eventgoers (see attached Millcreek Common Events 2023 doc), and
- 3) If Millcreek were to receive the necessary funding, an amphitheater could support artists and citizens' connection to the arts and culture from across the region.

Lastly, MC Phase II will adhere to the principles outlined in Salt Lake County's PRT support program. This phase represents a collaboration among various organizations and levels of government, utilizing shared funding sources and a comprehensive planning process. The project's roots stem from the requests of Millcreek residents, as detailed in the Millcreek City Center Master Plan (2019). Millcreek Common Phase I was highly praised by the community and region for its ability to host large events and seamlessly integrate arts and culture into the city's core beliefs.

MC Phase II aims to enhance Millcreek Common's capacity to host regional-level events and meet Millcreek's current and future park space needs in what will become the city's most densely populated area. Additionally, the natural and outdoor educational benefits will include interactive water features suitable for all ages and a diverse mix of over 130 different plants and trees, providing both coverage and a connection to nature.

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.

MC Phase II receives support in many ways. First and foremost, Millcreek receives wide support from the community. Millcreek Arts & Culture Plan is a city sponsored plan that received community input for its creation. The plan provides four recommendations for Millcreek to increase overall arts and culture in the community. If built, MC Phase II will improve upon three of the four recommendations.

-First, MC Phase II increases access and equity to facilities for artists and arts organizations. This project does this by providing additional space for many forms of performance and creative art.

-Second, MC Phase II fosters spaces dedicated to creating and developing work. In the future, some

aspects of the project, such as the skate park, may take on designs from local artists with an affiliation towards the skating community. Additionally, the amphitheater/entertainment area and green space will offer artists developing craft a space to engage with Millcreek's most-dense population center and show off their artistic abilities, promoting arts and culture, overall.

-Third, MC Phase II is Millcreek's best chance currently to construct a three-season amphitheater. Of course, this aspect of the project is funding dependent. However, if Millcreek is unable to receive the necessary funds it needs to build the amphitheater the City still plans to provide (a smaller/downsized) group pavilion that's still capable of providing improvements for artists, arts, and culture in Millcreek.

MC Phase II should also be considered as a community need. An attached article by the Utah Foundation (2023) titled, "Healthy Communities: Enhancing Open Space," compares park accessibility in Utah cities. Just under 40% of Millcreek residents are within a 10-minute walk of the Millcreek's parks. Millcreek ranks 31st in the state in this metric. This study is reinforced by the attached "Population walking dist. from Millcreek Common" map included in the documents section.

Millcreek also received letters of support from leadership at Wasatch Front Regional Council (WFRC), Millcreek Arts Council, Doug Owens of Dist. 33, and the Salt Lake County Council showing the potential impact MC Phase II would have not just at a local level, but a county and regional level as well-drawing in tens of thousands of Salt Lake County residents every year.

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

Attached in the "OPTIONAL: Attendance data and evidence of appropriate project size/need" section is the event list from 2023 that took place at Millcreek Common.

In 2023, Millcreek hosted 30 events at Millcreek Common. 28 events were single night events. One event, Food Truck Night, ran weekly from May to October. The other, the annual Millcreek Iceshow had several performances during winter months. Attendance for events ranged from 50-9,000 community members. In total, the City estimated 42,995 visitors for events at Millcreek Commons during 2023. Some of our most popular events included:

Annual Millcreek Iceshow (Attendance 9,000) - Annual Ice-skating performance for the community
Independence Eve (Attendance 8,000) - Celebrated America with a drone show, performances, lucha libres, and flying aces
Juneteenth (Attendance 3,000) - Celebrate the end of slavery with performances, food, fashion runway, and business market

Recreation admissions from skating and rock climbing show an estimated 58,689 visitors in FY24, or a 31.5% increase from the previous year. Recreation admissions are expected to grow with the addition of the 18-hole minigolf course included in Millcreek Common Phase II.

Our event attendance grows 10-25% annually, depending on the event. We are also experiencing feedback from countless community organizations who would like to partner and host events at Millcreek Common. We will need more space to make this happen. The phase 2 design allows for performances without interfering with skating. We have yet to host community theater performances, community band and choir performances, and many more. Additionally, our multi-tiered events, meaning those that use ALL of the spaces throughout The Common, the loop, the plaza, the market, the Grandview, have much higher attendance. Attendee feedback is that the community enjoys these types of experiences. Phase two allows for us to expand on these tiers.

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

The City of Millcreek's mission statement is to provide superior and responsive municipal governance and services in a fiscally conservative and responsible manner that sustains and improves the quality of life for residents and stakeholders of the City.

The Millcreek Common project was first outlined in Millcreek's 2017 General Plan. Millcreek discovered that most residents wanted a City Center. The Plan specifically outlined the need for a central City gathering place in the heart of Millcreek where residents could enjoy a sense of community and common

identity. The City heard from user groups of all ages and abilities in its public engagement process. Considerations of project design and cost include past use of land, current economic conditions, and future development as outlined by the 2019 City Center Master Plan and the Millcreek Together General Plan.

The mission statement also emphasizes practicing fiscal conservation to respect city residents' health, safety, and welfare. Project management staff (including city staff, landscape architects, engineers, and construction specialists) have used the project scoping stage to identify redundancies and procurement strategies to keep the project fiscally conservative in design.

Millcreek also values sustainable living patterns across the city. The project includes environmental sustainability designs. Over 129 native and native-adapted trees will provide shade for the project along with a low water use drip irrigation system. Low impact development (LID) strategies will be used throughout the design for water harvesting, micro bio swales that clean and purify storm water before it leaves the site or enters the storm drain system.

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.

To secure funds for Millcreek Common Phase II (MC Phase II), Millcreek has established a separate capital projects fund specifically for MC Phase II costs in the FY2025 Tentative Budget. Sources of City money have been, or will be, generated from various sources e.g., General Fund set-aside, the City's general Capital Projects Fund, Park Impact Fees, Tax Increment from the Woodland Avenue Project area, along with various grants. The funding sources for the Project will be secured for the project by transferring the monies from the budgetary fund of original entry to the newly created MC Phase II fund. All revenue sources and expenditures related to the Project will be accounted for in the new MC Phase II Fund. For cash flow needs for reimbursable expenditures, the City's general Capital Projects Fund will loan money to the MC Phase II Fund. This interfund loan will be repaid with the receipt(s) of the reimbursable grant monies.

The City's desired total budget for the project is \$10,600,000.

- In December 2022, \$2,500,000 of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program was received upfront. The SLFRF gave the city the opportunity to build an affordable housing project in the city center to maintain economic strength, resilience, and equity using state monies. The housing project associated with Millcreek Common Phase II is the Boyer Company's Millcreek Flats Project.
- The City collects parks impact fees from new residential development. MC Phase II is an eligible expenditure according to the Impact Fee Facilities Plan. The City intends to use all impact fees on hand (currently, \$723,504) will be used as a funding source for Phase II.
- All tax Increment received from the Woodland Avenue CRA (less, 5% for admin and 15% for affordable housing) will help fund MC Phase II. The CRA will be around \$120,000 by 2026.
- On 9/27/2023, \$2,500,000 in the form of the Land and Water Conservancy Fund, a federal grant provided by the National Park Service was awarded. This is a reimbursable grant.
- Millcreek's application to the 2024 SLCo TRCC support program request is \$2,000,000
- Millcreek will apply to receive state funds of \$750,000 via the Utah Outdoor Recreation Grant (UORG) provided by Utah Division of Natural Resources (Utah DNR). Millcreek has had success in the past acquiring UORG grants and expects to apply for funds by March of 2025.
- A separate fund has been established to accurately track financing sources and uses for Millcreek Common Phase II. This accounting treatment will identify and secure all funding sources for the Project and will also provide greater accountability for grants and other project sources.

Along with federal, state, and local grant funding and the CRA tax increment, Millcreek Common Phase II plans to use Park Impact Fees. The collected park impact fees are in an interest building account completely dedicated to raising funds for the project and currently holds \$723,000.

11. Document your ability to raise additional project funds.

Millcreek's ability to raise additional project funds is demonstrated through its prudent financial planning and commitment to the Millcreek Common Phase II project. While Millcreek has already set aside monies in the General Fund to cover its match for the grant, it is important to note that the City has taken proactive measures to ensure that sufficient funds are available throughout the project's duration. Since 2021, Millcreek's general fund has been at, or near, the general budget statutory max of 35%. Millcreek expects this trend to continue during the MC Phase II project duration. Millcreek city council passed and created a set aside of \$1,000,000 in the general fund for MC Phase II construction.

Furthermore, Millcreek has carefully assessed the estimated cost of the project and has allocated resources accordingly. However, if the project costs exceed the initial estimation, Millcreek has a contingency plan in place. For small increases in project cost, the City can utilize additional funds from the General Fund to cover any unforeseen or additional expenses that may arise.

Total project costs are approximately \$14,294,330. City Budget for the project is \$10,600,000. If the City is unable to allocate additional funding sources to address this deficit, Millcreek is prepared to downsize the 300-seat amphitheater to a group pavilion entertainment space and restroom building to reduce costs. Estimated savings from this action would result in a reduced project cost by \$3,000,000 to \$4,000,000. This will be enough to address a project deficit and maintain a group pavilion and restroom area for events and gatherings. Alternative designs for a smaller group pavilion are underway and will be ready by project start date. This flexibility ensures that the project can proceed smoothly without any funding gaps or delays.

Millcreek's fiscal management practices and fiscal responsibility enable the city to leverage its existing resources effectively. By maximizing the use of available funds and implementing cost-effective strategies, Millcreek minimizes the need to raise additional funds from external sources.

In summary, Millcreek's ability to raise additional project funds is assured by its proactive financial planning and allocation of \$1,000,000 from the General Fund as a match for the grant. With these funds in place and the ability to draw from the General Fund, Millcreek is well-positioned to successfully execute the Millcreek Common Phase II.

Project Details

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

The City has been able to prepare cost efficient strategies for maintaining MC Phase II in two ways. (1) Overall operations costs are low and already accounted for since MC Phase II will utilize facilities that were already created and have been maintained since June 2022. (2) All of the sources of revenue are diverse, pulling from a Community Reinvestment Agency (CRA) fund, a project-dedicated CIP fund, and the City's General Fund. The projects diverse revenue strategy strengthens Millcreek's ability to maintain MC Phase II long past its completion.

Fortunately, because of the investment in a Community Life Team and Facilities Team required by Phase 1 of Millcreek Common, the additional staff demands for Phase 2 will be smaller than if it were a standalone project. For example, we are already paying part-time seasonal workers to staff our Adventure Hub (the building where customers go to rent skates and purchase climbing wall tickets). This workforce would rent golf clubs and balls from the same ticket windows.

The City can expect MC Phase II revenue generation from the Adventure Hub as well. In the FY 2025 tentative budget, the Adventure Hub is expected to earn roughly \$683,000 in charges for recreational services. After opening the 18-Hole mini golf course is expected to earn around \$218,400 in its first year based on rates of similar local mini-golf courses. Other rental venues in the city center have ranged from \$3,000 to \$26,000. A portion of Adventure Hub revenue and venue rentals go back into the operations of Millcreek Common and the City Center.

Other financial advantages to the city for Millcreek Common Phase 2 include the activation of the space

adjacent to planned commercial. Boyer Company's Millcreek Flats, located immediately to the north, will open in 2026 with 217 residential units and 6,851 sf of ground floor commercial facing Millcreek Common Phase 2. On the east, a mixed-use condominium project plans to have 12,117 sf of commercial. City sales tax revenues will benefit from these spaces being supported.

The Woodland Ave Community Reinvestment Agency (CRA) was created specifically to support the creation of Millcreek's city center and will do so until, at most, March 2043. Over the 20 years following the trigger date, 75-80% of all new property tax revenue will be reinvested into this project area for improvements such as Millcreek Common and the implementation of new sidewalks, streetlights, planter boxes, parking spaces, and structures. City sales tax revenues from Boyer's Millcreek Flats project will also contribute to project maintenance. Last, Millcreek can utilize additional funds from the General Fund to cover any unforeseen or additional expenses that may arise.

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.

Millcreek Common Phase II will be located at 1354 E Chambers Ave, Millcreek UT 84106, immediately north of Millcreek City Hall. It is designated as an open space pursuant to the City Center Master Plan. The location is currently a temporary parking lot and staging ground for the construction of a parking garage southwest of the lot and high-density residential structures to the north. After completion of the parking garage to the southwest, the temporary lot land will be removed, and Phase II will begin.

The land being developed for Millcreek Common Phase II is owned by the City of Millcreek.

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.

Millcreek Common Phase II begins after the completion of a parking garage southwest of Phase II (expected July 2024). MC Phase II will begin in August 2024. The temporary lot where the site currently sits will be demolished, utilities will be installed, and earthwork will be done in preparation for construction of the site. The following scope of work will take place from Fall 2024 to Fall 2026.

Angular grading and elevation changes will provide space for native and native-adapted trees, shrubs, and groundcover. A mix of more than 130 evergreen and deciduous trees will be used to provide shade and buffer views of parking and utilities. The shrubs and ground cover are envisioned to be low meadow-

like grasses planted between 1 foot and to a maximum height of 3 feet as a strategy to maintain visibility and safety throughout the project.

An interactive water feature will bisect the project flowing from south to north. It provides a cool summer activity for kids along the south edge of the event lawn supported by built in seating, shade trees, and artificial turf hang-out areas. An artistically designed water wheel will be at the outlet of the water feature. Comfortable Adirondack chairs, benches, and seating will be provided throughout the park in addition to built-in seat walls and artificial grass-sloped hills for playing and hanging out. The main walkway through the site will run parallel to the water feature and make use of multi-use planters and benches along its edges.

The Adventure Hub (from MC Phase I) will rent balls and clubs for the 18-hole mini golf course that weaves through the project. The mini golf holes will be custom designed with tilted angles and organic obstacles that challenge the player and weaves through the naturally connected nature theme. The holes will be designed with artificial turf and a poured-in-place rubber play surface that is long lasting and easy to maintain.

A skateboarding and roller-skating feature will be provided along the west property line from Woodland Avenue to Chambers. The feature will provide a skating playground for all ages. Starting from Woodland Ave, a skate path with gentle ramps and slopes will weave through the trees, allowing for several routes to be explored as it enters a more advanced area to the south. It will be fitted with several skate playground features such as stairs, grinding rails, sloping mounds, and walls with steel edges. Rough paving texture will control skate use in areas where it is not desired.

Pedestrian scale lighting will be provided throughout the open space for evening activities and nighttime security. Additional lighting will be provided with decorative color-changing LED lights on various amenities throughout the project. Low level speakers for background music will be provided along with 120-volt power pedestals spread through the trees, landscape, and seating area for seasonal lighting, events, and cell phone charging stations.

An outdoor amphitheater in the northeast area of the site, inspired by Utah's geological features, will be built if funding permits. The amphitheater will have a distinctive roof with organic shapes, creating an iconic architectural element. It will offer concrete seating for 250 to 300 people. Supporting facilities like restrooms, storage, and mechanical rooms will ensure smooth operation. ADA-accessible sidewalks will loop through the park, connecting the amphitheater to future retail spaces, the lazy river.

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.

Capital Maintenance (per year) for MC Phase II will include (rough estimates):

- Lawn, Tree, and Shrub care - \$7,000
- Water quality management and pump/filter maintenance - \$6,000
- Surface and structural inspection of sidewalks and skate park - \$3,000
- Electrical costs and bulb replacement - \$4,000
- Surface and equipment care for Mini-golf course - \$3,500
- amphitheater maintenance and audio/visual equipment repair - \$6,000
- snow and ice management - \$5,700

Operating Expenses will account for operational costs of running the Millcreek Common Adventure Hub. This is the building where customers currently go to rent skates and purchase climbing wall tickets. Because of the investment in a Community Life Team and Facilities Team required by Phase 1 of Millcreek Common, the additional staff demands for Phase 2 will be smaller than if it were a standalone project. For example, we are already paying part-time seasonal workers to staff our Adventure Hub. This workforce would rent golf clubs and balls from the same ticket windows; therefore, the following employee costs are based on the City's FY 2025 tentative budget.

- Employee cost should be around \$187,200 per year for salaries and benefits

Please refer to the 5-year expense forecast data sheet in the "Budget plan for future maintenance and

operating expenses" section for more information.

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

The project Management team for Millcreek Common Phase II is largely the same group responsible for the completion of the highly regarded Millcreek Phase I project. Phase II includes city staff, landscape architects, architects, civil engineers, electrical engineers, construction staff, a skatepark design firm, and water feature M.E.P. For more information on each organization and their contribution to the city and project, please review the "Millcreek Common Phase II 30%" document parts 1 & 2. Millcreek's staff provides input on site plans, project costs, and management that is provided by outside contractors. It is the job of Millcreek city to ensure the needs of the population are met in regard to this project.

Millcreek's City Staff on the project are as follows:

MIKE WINDER - City Manager and Economic Development Director
FRANCIS LILLY - Assistant City Manager and Planning Director
RITA LUND - Communications Director
KRISTOFER LAND - Grants Manager
KURT HANSEN - Facilities Director
AIMEE MCCONKIE - City Events and Millcreek Common Executive Director
JOHN MILLER - Public Works and City Engineer
FRED LUTZE - Deputy City Engineer

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Project Members/Contractors outside of Millcreek City:

DAVE HARRIS and his group at Terracon are the landscape architects for this project. Terracon was also used for Millcreek Common Phase I.

BRUCE T. FALLON and WPA Architecture contributes to design of the structures within this project. WPA Architecture was also used for Millcreek Common Phase I.

TREVOR PRICE at Horrocks and the civil engineer team provided utility designs for the site. Horrocks was also used for Millcreek Common Phase I.

RICH BRADLEY at BNA Consulting is the Electrical engineer for the project and provided the electrical site plan. BNA Consulting was also used for Millcreek Common Phase I.

DAN ALDRED and Cloward H2O provided mechanical, electrical, and plumbing plans for the water feature within the site.

BILLY COULON of Evergreen Skate Parks in Portland, OR created the skate park design for Millcreek Common Phase II. Evergreen Skate parks have designed skate parks in 22 States (including Utah) and international skate parks in Israel and Sweden.

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.

Millcreek Common Phase 2 is an exciting extension of the initial development completed in 2021, aiming to further enhance community engagement and recreational opportunities. This phase features an eighteen-hole mini golf course themed around Utah's national and state parks, creating a unique journey from southern to northern Utah. Additionally, an interactive lazy river will weave through passive open spaces, seamlessly integrating with an advanced skateboard park located to the west. The landscape will be enriched with native and adapted trees, shrubs, and groundcover, providing educational opportunities on drought-tolerant landscaping, advanced irrigation strategies, and water harvesting to conserve water and reduce lifecycle costs.

A notable addition to Phase 2 is an outdoor amphitheater in the northeast area of the site, inspired by Utah's geological features. If funding permits, the amphitheater will feature a distinctive roof structure with

organic shapes to enhance the quality of the space, creating an iconic and memorable architectural element. The amphitheater will offer concrete seating for approximately 250 to 300 people, including ADA access and premium seating options. Supporting facilities such as restrooms, storage, and mechanical rooms will ensure the smooth operation of the amphitheater, park, and lazy river. ADA-accessible sidewalks will loop through the park, providing connectivity to the amphitheater, future retail spaces, the lazy river, and views of the advanced skateboard park. The park will also feature comfortable site furniture, seating, shade, and a sense of connection to nature, enhancing the overall experience for visitors.

The entire design of Millcreek Common Phase 2 emphasizes sustainability and ecosystem design strategies. It will incorporate renewable and low-carbon materials while offering valuable outdoor recreational opportunities to improve both physical and mental health for the local community. The park will be seamlessly connected to Phase 1 and City Hall to the south, as well as future retail and residential developments to the north, creating a cohesive and accessible community hub.

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.

Millcreek Common Phase 2 has assembled an interdisciplinary team comprising of landscape architects, engineers, and qualified contracting professionals to develop the construction cost estimate and manage the budget throughout the design and construction phases. The project will maintain a 20% contingency during schematic design, reducing to a 5% contingency at the final 100% construction documentation stage. By involving a qualified construction manager general contractor (CMGC) early in the process, the City and the project team can leverage valuable budget control and cost-saving strategies.

The CMGC's participation throughout the design phase allows for continuous refinement and updating of the design and cost estimate, ensuring alignment with the available budget. The CMGC will provide recommendations to the design team on managing long lead items and substituting expensive detailing or materials with more affordable, durable, and easier-to-maintain alternatives. This collaborative approach ensures that the project remains financially feasible while maintaining high standards of quality and sustainability.

For more information, please review the "240611_MC PH2 PRELIM COST WITH THEATER" document

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?Attached Documents *



[TRCC Budget Template - MC Phase II](#)

REQUIRED: ORGANIZATIONAL BUDGET:



[Millcreek Tentative Budget FY 2025](#)

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)



[Millcreek Arts & Culture Master Plans Recommendations](#)

[Population Walking Dist. from Millcreek Common](#)

[Article_Healthy Communities: Enhancing Open Space \(2023\)](#)

[TRCCLetter_AGruber_WFRC](#)

[TRCCLetter_DOWens_Dist33Le](#)

[TRCCLetter_LStringham_SL County Council](#)

[TRCCLetter_MVice_MAC](#)

[Millcreek Common Events 2023](#)

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

[Lot 1 of the Millcreek Common North Subdivision](#)

[Deed for Lot #1 \(Exhibit A, Parcel 3\)](#)

[5-yr expense forecast](#)

[MCPH2_Site Plan](#)

[Full_MC MASTER PLAN](#)

[MCPH2_RENDERINGS](#)

[30%_PlansPt1_MCPH2](#)

[30%_PlansPt2_MCPH2](#)

[240611_MC PH2 PRELIM COST WITH THEATER](#)

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$ 12,943,069.00
Total Funding Sources	\$ 11,440,000.00
County Funding Requested	\$ 1,503,069.00
Projected Surplus/(Deficit)	\$ -

Date: February 25, 2025

Project Name: Millcreek Common Phase II Open Space

Applicant Name: Millcreek City

Contact Name: Kristofer Land

Contact Email: kland@millcreekut.gov

Project Budget:

	Projected Cost	Detail
Site Impv	\$ 4,638,220.00	Paving, Concrete, Paver System, Landscaping, Electrical, Specialty Features, Furnishings, and Walls
Other (Describe)	\$ 780,950.00	Utilities
Construction	\$ 2,291,030.00	Skate Park, Mini-Golf, Water Feature
Construction	\$ 1,581,435.00	Milo the Moose Playstructure
Geotechnical	\$ 1,160,682.00	Earthwork and Demolition of landscaping and existing utility
Other (Describe)	\$ 1,025,995.00	Site Specific Conditions and General Conditions (Staging, barricades, Signage)
Overhead	\$ 264,600.00	Supervision
Permits & Fees	\$ 475,601.00	Preconstruction, CM Fee, Bonds and Insurances
Contingency	\$ 724,556.00	5%
Total Project Budget	\$ 12,943,069.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Grant: Federal	\$ 2,500,000.00	\$ -	\$ 2,500,000.00	Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program
Grant: Federal	\$ 2,500,000.00	\$ -	\$ 2,500,000.00	Land and Water Conservancy Fund, provided by the National Park Service
Grant: State	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	Utah Outdoor Recreation Grant (UORG) provided by Utah DNR
Fund Balance	\$ 825,000.00		\$ 825,000.00	Park Impact Fees
Fund Balance	\$ 115,000.00		\$ 115,000.00	Woodland Ave CRA
Capital Reserve: Restricted	\$ 4,500,000.00		\$ 4,500,000.00	General Fund Set-Aside
Total Funding Sources	\$ 10,440,000.00	\$ 1,000,000.00	\$ 11,440,000.00	