

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2024-28

### A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR TRCC FUNDING (HIGHLAND DRIVE PEDESTRIAN TRAIL—PHASE 3)

**WHEREAS**, Salt Lake County (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*”); and

**WHEREAS**, 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; and

**WHEREAS**, the city of Cottonwood Heights (the “*City*”) has applied for and requested TRCC Funds from the County to facilitate Phase 3 of the City’s Highland Drive Pedestrian Trail and related improvements (the “*Trail*”); and

**WHEREAS**, the County appropriated TRCC Funds for such purpose as part of its budget; and

**WHEREAS**, the City and the County are “public agencies” for purposes of the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.* (the “*Cooperation Act*”), and are authorized by the Cooperation Act to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Cooperation Act also authorizes a public agency to share its tax and other revenues with other public agencies; and

**WHEREAS**, for that purpose, the County and the City desire to enter into the agreement that is attached as an exhibit hereto (the “*Agreement*”) for the purpose of effecting the grant of \$130,000 in TRCC Funds to the City for use on the Trail improvements described above, on the terms and conditions specified in the Agreement; and

**WHEREAS**, the City’s city council (the “*Council*”) met in regular session on 16 April 2024 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement and, after careful consideration, has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

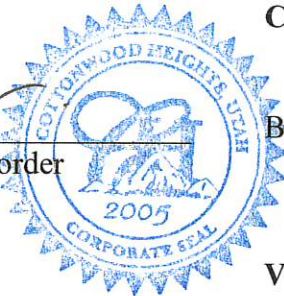
**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.


This Resolution, assigned no. 2024-28, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 16<sup>th</sup> day of April 2024.

**ATTEST:**

By:   
Paula Melgar, Recorder



**COTTONWOOD HEIGHTS CITY COUNCIL**  
By:   
Michael T. Weichers, Mayor

**VOTING:**

Michael T. Weichers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Holton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Suzanne Hyland	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Shawn E. Newell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ellen Birrell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 16<sup>th</sup> day of April 2024.

**RECORDED** this 17 day of April 2024.

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**  
for its Department of Community Services

*and*

**COTTONWOOD HEIGHTS**

**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**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS:**

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

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

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

D. City has requested TRCC Funds from the County to help it fund the project described in City's application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Highland Drive Pedestrian Trail - Phase 3 (the "Project"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

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

### **A G R E E M E N T:**

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

#### **1 . COUNTY'S CONTRIBUTION.**

A. Contribution of TRCC Funds. County agrees to reimburse up to **One Hundred and Thirty Thousand Dollars (\$130,000.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

#### **2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.**

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

B. Allowable Uses and Limitation on Use.

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

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

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **September 30, 2025**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

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

City fails to make and expend such a matching contribution prior to **September 30, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2025**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

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

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

H. Public Funds and Public Monies:

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

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

(iii) City agrees not to make TRCC Funds or proceeds from such funds

available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

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

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

K. Representations.

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

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

### 3 . GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

E. Agency. No officer, employee, or agent of City or the County is intended to be an

officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

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



(c) Terminate this Agreement.

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

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

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

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

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

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

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is

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

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

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

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

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

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

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

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2024

*Approved by:*

DEPARTMENT OF COMMUNITY SERVICES

By \_\_\_\_\_  
Robin Chalhoub  
Department Director

Dated: \_\_\_\_\_, 2024

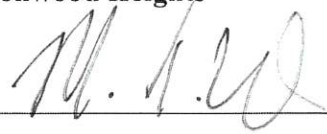
*Reviewed and Advised as to Form and Legality:*

**Craig J.** Digitally signed by  
Craig J. Wangsgard  
Date: 2024.03.08  
By **Wangsgard** 12:56:37 -07'00'  
\_\_\_\_\_  
Senior Deputy District Attorney

*[Signatures continue on next page.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

Cottonwood Heights

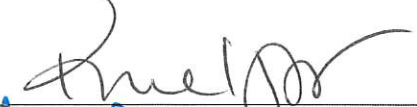
By 

Name: MICHAEL T. WEICKER

Title: MAYOR

Dated: 4/16, 2024

Attest:

  
PAULA MELGAR, City Recorder  
Date signed: 4/16/24



*Approved as to Form and Legality:*

CITY ATTORNEY

By 

Name: Wm. Susan Topman

Dated: 4/11/, 2024

**EXHIBIT A**  
Application

Salt Lake County  
Community Services  
TRCC  
**TRCC 2023 Support Program Application (2024 County budget)**  
Deadline: 6/16/2023

**Cottonwood Heights  
Highland Drive Pedestrian Trail - Phase 3 - PRT**

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

**\$ 130,000.00** Requested

Submitted: 6/15/2023 9:30:36 PM  
(Pacific)

**Project Contact**

Adam Ginsberg  
[aginsberg@ch.utah.gov](mailto:aginsberg@ch.utah.gov)  
Tel: 801-944-7063

**Additional Contacts**

[mshipp@ch.utah.gov](mailto:mshipp@ch.utah.gov)

**Cottonwood Heights**

2277 E Bengal Blvd  
Cottonwood Heights,  
UT 84121  
United States

Telephone 801-944-7000

Fax

Web <https://www.cottonwoodheights.utah.gov/>

**City Manager**

Tim Tingey  
[ttingey@ch.utah.gov](mailto:ttingey@ch.utah.gov)

**Application Questions** [top](#)

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

**Project Overview**

**1. Please select your support program category:**

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

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

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

Highland Drive - Fort Union Boulevard to I-215 (City Boundary)

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

Cottonwood Heights originated in 2005, when it officially became a city after previously being part of unincorporated Salt Lake County. The city was already largely built out at the time of incorporation, and as such, inherited both the good and bad traits from the area's previous county jurisdiction. The city is a suburban community, catered to people who commute downtown or to other cities each day.

While there is a growing employment base in Cottonwood Heights, it is still largely a commuter city. Because of this, development patterns and infrastructure networks are heavily focused on automobile travel and convenient driving. However, Cottonwood Heights' geographic location that spans from Big Cottonwood Canyon to Little Cottonwood Canyon, situated on the foothills of the Wasatch Mountain range mean that the city sees a large number of recreation seekers pass through the city. From hiking, to mountain biking, to skiing, hundreds of thousands of people pass through Cottonwood Heights every year for recreational purposes. Additionally, the scenic views, with mountains in the foreground and the entire Salt Lake Valley in the background, make Cottonwood Heights a haven for pass-through cyclists, especially on Wasatch Boulevard.

Cottonwood Heights has developed "The Bicycle and Trails Master Plan". It is a comprehensive look at the bicycle and trail network in Cottonwood Heights. Since Cottonwood Heights incorporated in 2005 the city has installed numerous types of bicycle infrastructure including the completion of the Big Cottonwood Canyon Trail.

In 2012 the city completed construction of Mountview Park and in 2018 completed construction of the East Jordan Canal Trail (Phase 1). Cottonwood Heights is planning on connecting these amenities to a larger regional trails network with the construction of the East Jordan Canal Extension Trail and the Highland Drive Pedestrian Trail. Cottonwood Heights worked with other cities in the area to develop the Mid-Valley Active Transportation Plan. This study developed recommendations for a backbone network that will enhance bicycle and pedestrian connectivity within the region.

#### **4. Please provide us with your project summary.**

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

This grant application will fund Preconstruction Engineering, including Preliminary Trail Design, a Right-of-Way Study, and Intersection Crossing Design for Phase 3 of the Highland Drive Pedestrian Trail.

Phase 3 of the Highland Drive Pedestrian Trail will construct a 10-ft asphalt trail from the Fort Union Boulevard/Highland Drive Intersection, north along the Highland Drive Frontage to the Cottonwood Heights City Boundary at I-215. This project will connect to the shovel-ready and fully funded Phase 1 & 2 Highland Drive/Bengal Boulevard Pedestrian Trail that extends from the Fort Union Boulevard/Highland Drive Intersection, north along Highland Drive then east along Bengal Boulevard, to Cottonwood Heights City Hall and Brighton High School. The Highland Drive Trail will also connect to the future extension of the East Jordan Canal Trail which will connect the backbone trail to Mountview Park. We have provided a project map that details the locations of all these projects.

Phase 1 and Phase 2 of the Highland Drive Trail is fully funded and is scheduled for construction in 2024 & 2025 respectively. The city plans to continue the extension of the trail once the Pre-Construction Engineering has been completed and the project funds have been allocated. The estimated construction date of Phase 3 is 2026-2027.

The preconstruction engineering TRCC grant for Phase 3 will include project survey, preliminary trail design, intersection trail crossing design for both Fort Union Boulevard and La Cresta Drive, and a ROW study to identify the impact to private property. The estimated cost for the Preconstruction Engineering is \$ 140,000

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

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

The Highland Drive Pedestrian Trail will be one of the of the only urban north/south backbone trail systems in the Salt Lake County South/East Planning Area. This project meets the Salt Lake County Visions and Principles by providing a central trail system that meets future recreation and commuter demands. The trail will provide a connection to a wide range of facility types, including multiple local schools, civic centers, regional parks, and community centers. The trail addresses regional transportation concerns and will increase opportunity and programming for nature and outdoor education. It will be used by students, commuters, and recreation enthusiasts alike.

The Highland Drive Pedestrian Trail is not just for Cottonwood Heights residents, it begins at the border between Cottonwood Heights and Holladay City/Murray City at I-215 and will travel south all the way to Bengal Boulevard, then head east to Brighton High School and Cottonwood Heights City Hall located at 2300 East and Bengal Boulevard. Additionally, the trail will connect to the East Jordan Canal Trail Extension that includes Mountview Park as a destination.

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

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

The Highland Drive Pedestrian Trail is strongly supported by the local and regional community. The project is identified on both the WFRM Regional Transportation Plan and the Mid-Valley Active Transportation Plan. The trail will provide local/county residents and other commuters/recreationalists with a multi-modal transportation option to reach desired destinations. It will greatly enhance the overall safety for all users of the roadway and will greatly expand the overall accessibility of the Cottonwood Heights regional trails network.

Once constructed, the Highland Drive Trail will operate as a key active transportation backbone route that connects Mountview Park with residential areas, Brighton High School, City Hall, as well as nearby Ridgecrest and Bella Vista Elementary Schools, Butler Middle School, Cottonwood Heights Rec Center and numerous community and commercial areas. Additionally, the trail will also provide an alternative transportation connection between Cottonwood Heights and Holladay City and Murray City.

Cottonwood Heights has received letters of support from multiple jurisdictions including Salt Lake County Regional Planning and Transportation, Cottonwood Heights Rec Center, Cottonwood Heights Park, Trails, and Open Space Committee, and Cottonwood Heights City Council.

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

The Highland Drive Pedestrian Trail is a 10-ft protected multi-modal trail. The Trail will provide optimum conditions for individual bicyclists and will retain ample space to absorb more users of all modes while providing a high-quality user experience. It is expected that the trail will be utilized by commuters, school children, recreational enthusiasts, pedestrians, and local business traffic. Recent traffic counts estimate that the daily usage of Highland Drive is 60,000 ADT. We estimate that the future use of the trail system to exceed 1,200 users per day.

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

Cottonwood Heights strongly funds and supports the development of regional trail systems and a functional networks of trails and bicycle lanes throughout the city. Cottonwood Heights promote safe travel for multiple modes of transportation and this project is crucial to the cities goals and objectives.

Cottonwood Heights has developed the Mid-Valley Active Transportation Plan and Bicycle Trails Master Plan to promote strategies that will lead to a functional trail system network. The Highland Drive Pedestrian Trail is a Integral part of that overall strategy. The project will promote Cottonwood Heights as an outdoor recreation destination that will act as a catalyst for economic development in the City.

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

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

Once the grant is approved, Cottonwood Heights will include this project in a budget amendment later this year in order to provide cash flow for this project. The city is committed to providing general funds to complete this project and will turn unsecured project funding sources into secured sources through County/State/Federal Grant Funds and Cottonwood Heights General Fund.

**10. Document your ability to raise additional project funds.**

The city may consider raising additional project funds through the budgetary process.

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

The city will increase the maintenance funds for trails to maintain the Highland Drive Pedestrian Trail. With the project funded, the city will be able to fund other parks, trails, and open space projects identified in the Cottonwood Heights Mid-Valley Active Transportation Plan and Parks, Trails, and Open Space Master Plan.

## **Project Details**

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**12. Please specify type of funding you are requesting**

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

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

**13. Type of consulting services**

Pre-Construction Engineering

**14. Goals and objectives of consulting services**

This grant application will fund Preconstruction Engineering:

- \* Existing Topographic Survey and Base Mapping
- \* Utility Mapping



- \* 30% Preliminary Trail Design
- \* Right-of-Way Study
- \* Intersection Trail Design at Highland Dr./Fort Union Blvd. and Highland Dr./La Cresta Dr.
- \* Development of a Construction Budget
- \* Development of a Construction Schedule

**15. Scope of Work, including expected deliverable and timeline**

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

ESTIMATED START: 90 days after grant application window closes.

**SCOPE OF WORK:**

Consultant Engineer will oversee the work of subconsultant, to gather LIDAR topographic survey along Highland Drive and aerial imagery. Lochner will use this data in the layout of the trail and intersection and impacts to private property as part of the preliminary design.

Consultant Engineer will collect available utility data maps.

Consultant Engineer will facilitate a kickoff/brainstorm meeting with Cottonwood Heights to identify potential concepts to evaluate at the Highland/Fort Union and Highland/La Cresta intersection, frontage concepts along Highland Drive Frontage Road and local businesses.

A conceptual review meeting will be held where selection of a preferred concept will be made by Cottonwood Heights City and recommendations incorporated into the final intersection conceptual design and traffic calming concept along Highland Drive. Slope impacts from proposed trail will be modeled to determine the right-of-way impacts.

Upon selection of trail concept, the trail will be modeled to identify the impact to private property. Updated conceptual design exhibits will be prepared. Consultant Engineer will prepare a conceptual cost estimate and project schedule.

**DELIVERABLES:**

- 30% Trail Design
- Concept Cost Estimate
- Estimated Construction Schedule
- QC Documentation

ESTIMATED COMPLETION: SUMMER 2024

**16. Payment schedule for the work and expenses.**

- I have uploaded a detailed project budget by a qualified professional to the Documents tab.

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

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

**18. Scope of Work, including expected deliverable and timeline**

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

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

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

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

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

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

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

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

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

**23. Type of tourism promotion services**

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

**24. Goals and objectives of tourism promotion services**

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

**25. Scope of Work, including expected deliverable and timeline**

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

**26. Payment schedule for the promotional work and expenses**

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

**Documents** [top](#)

**Documents Requested \***

Required? **Attached Documents \***

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

[Project Worksheet](#)

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

[Organizational 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)

[City Council - LOS](#)  
[SLCO - LOS](#)  
[CH REC CENTER - LOS](#)  
[Parks, Trails, Open Space - LOS](#)

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

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

[Project Budget](#)

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)

[PHASE 3 CONCEPT PLAN](#)

CAPITOL 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

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 443794

**EXHIBIT B**  
Program Budget



# TRCC Project Budget Worksheet

<b>Project Summary:</b>	
Total Project Budget	\$ 140,000.00
Total Funding Sources	\$ 10,000.00
TRCC Funding Requested	\$ 130,000.00
Projected Surplus/(Deficit)	\$ -

Date Prepared: 06/15/2023

Organization Name: Cottonwood Heights

Project Name: Highland Drive Pedestrian Trail - Phase 3 (PreConstruction Engineering)

Contact Name: Adam Ginsberg

Contact Email: aginsberg@ch.utah.gov

## Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ -	
Consultants/Professional Services	\$ 140,000.00	Pre-Construction Engineering Services (Design & ROW)
Permits/Fees	\$ -	
Equipment > \$5,000	\$ -	
Administrative Overhead	\$ -	
Contingency	\$ -	
Other	\$ -	
<b>Total Project Budget</b>	<b>\$ 140,000.00</b>	

## Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 10,000.00		\$ 10,000.00	General Fund
Pledges				
Grants (excludes TRCC request)				
In-Kind Donation				
Capital Reserve				
Debt Issuance				
Other				
<b>Total Funding Sources</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 10,000.00</b>	