County Contract No. _____
DA Log No. 21-18937

# INTERLOCAL COOPERATION AGREEMENT

*between*

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

*and*

**HERRIMAN CITY**

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

## RECITALS:

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

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

C. The 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. The City has requested TRCC Funds from the County to fund improvements and development of the Juniper Canyon Recreation Area, Phase I. The project described more specifically in its TRCC Application attached hereto as **EXHIBIT A**. 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.

## AGREEMENT:

**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. The County agrees to reimburse up to five hundred and fifty thousand dollars ($550,000.00) in 2021 and up to five hundred and fifty thousand dollars ($550,000.00) in 2022 to the City from its TRCC Funds— all on the terms and subject to the conditions of this Agreement.

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

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the 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) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to make the improvements described in **EXHIBIT A**.

(ii) The 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. Match Requirement. If the City's TRCC Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's TRCC Application. If the City fails to make and expend such a matching contribution prior to **September 30, 2023**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. City shall furnish to County, for each

reimbursement request, the TRCC Reimbursement Form, attached hereto as **EXHIBIT B**, together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. City will make all requests for reimbursement under this Agreement no later than **September 30, 2023.**

F. Reporting Requirements. The City shall submit to the County a completed copy of the TRCC Project Status Report, attached hereto as **EXHIBIT C**, no later than **December 31, 2022**, and the final report no later than **December 31, 2023**.

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

H. Public Funds and Public Monies:

(i) The 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 the City's possession.

(ii) The 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. The 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. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The 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, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the 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. The 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. The 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 the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the 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 the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in

Paragraph 2F above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2G, 2H, 2I and 2J above and Paragraph 3E 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 in 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 an officer vested with the executive power from the City 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 the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the 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 the 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. The 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 the 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 the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the 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) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's use of the TRCC Funds. The 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 the 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 the 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 the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the 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 the 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 the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the 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 the 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 the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

(b) The City no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

(c) The 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.

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

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

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this

Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the 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 the 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 the 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. The City shall not assign or transfer its obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from the County. The 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 the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this

Agreement by the appropriate person or persons for the County and the 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 the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the 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.

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

**SALT LAKE COUNTY:**

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2021

***Approved by:***

DEPARTMENT OF COMMUNITY SERVICES

By Robin B. Chalhoub Digitally signed by Robin B. Chalhoub Date: 2022.01.26 09:07:28 -07'00'
Holly Yocom
Department Director

Dated: 01/26/2022 ,2021

***Approved as to Form and Legality:***

SALT LAKE COUNTY DISTRICT ATTORNEY

By Craig J. Wangsgard Digitally signed by Craig J. Wangsgard Date: 2021.11.21 13:01:38 -07'00'
Deputy District Attorney

*[Signatures continue on next page.]*

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

**HERRIMAN CITY**

By _____

Name: Nathan Cherpeski

Title: City Manager

Dated: Jan 13, 2021

Attest:

_____
Jackie Nostrom, City Recorder
Date signed: _____

***Approved as to Proper Form and Compliance with Applicable Law:***

CITY ATTORNEY

By _____

Name: CHASE ANDRIZZI

Dated: JAN. 13, 2021

**EXHIBIT A**
Herriman City TRCC Application

Salt Lake County
ZAP
TRCC
**TRCC 2019 Support Program 2019 Application (2020 County Budget)**
7/15/2019 deadline

**Herriman City**

# Juniper Canyon Recreation Area Phase I PRT

Jump to: Application Questions Budget Details Documents

**$ 1,100,000.00** Requested

Submitted: 7/15/2019 7:35:03 PM (Pacific)

**Project Contact**
Heidi Shegrud
hshegrud@herriman.org
Tel: 801-285-9720

**Additional Contacts**
wthomas@herriman.org

**Herriman City**

5355 West Herriman Main Street
Herriman City, UT 84096

Telephone801-285-9720
Fax
Web https://www.herriman.org/

**Director, Parks, Recreation and Events**
Wendy Thomas
wthomas@herriman.org

## Application Questions *top*

### Project Overview

**1. Select the type of support you are applying for**
*Your project must fall under one of these categories to be considered for funding. Please refer to the Guidelines and Policies Tab 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 select the Planning Area of Salt Lake County where the project is located.**
*Please refer to the SLCo Planning Areas Map in the Guidelines tab for a list of planning areas.*

- ☐ North Planning Area
- ☐ West Planning Area
- ☐ East Planning Area
- ✔ Southwest Planning Area
- ☐ Southeast Planning Area

**3. Organization Overview: History, programs & services offered, audiences served.**
Herriman History and Growth:
As described in the 2019 Herriman City Parks, Recreation, Open Space, and Trails Master Plan, Herriman City is located in the southwestern corner of Salt Lake County, nestled at the base of the foothills that separate the City from camp Williams National Guard to the south and bordering unincorporated Salt Lake County lands to the west. The City encompasses slightly more than twenty square miles and features a series of intermittent eastward-running drainages emanating in the Oquirrh Mountains and the Rio Tinto Mine, both of which dominate the westward skyline of the City.

As described in the General Plan (2025), Herriman was originally established in 1849 as a small settlement known as

Butterfield. For a short tie, it included a pioneer fort located near the crossing of Main Street and Pioneer Street called Fort Herriman. Early residents made their living by drylands farming and through sheep and cattle ranching while others worked in the energy mines and smelters. Butterfield remained quite small for many years, with the first signs of significant growth occurring in the 1980's and 1990's, which ultimately led to the incorporation of Herriman City in 1999. Since then the community has been dominated by an era of rapid growth, and it is currently one of the fastest-growing communities in Salt Lake County, Utah, and the nation.

The settlement pattern in Herriman changed in response to growth and development pressure. For example, the large, single-family residential homes and lots, horse properties and agricultural fields, and farms that dominated during the 1980's and 1990's have been usurped by a wider range of residential uses, lot sizes, and housing types in more recent years. The City now contains significant areas of medium to high density residential neighborhoods, and it is anticipated that even higher-density uses will be located here in the future.

Herriman has experienced significant growth since incorporation in 1999, increasing from 1,523 in 2000 to 51,681 in 2018. Growth was particularly rapid between 2010 and 2018 and is expected to remain high through 2040. Buildout, expected to be experience in 2060 caps the population at an expected amount of 115,844.

Herriman Programs & Services Offered:
Herriman City has been successful in partnering with outstanding community partners to free and low cost recreational services and programs for individuals across the life span. Salt Lake County has traditionally been the primary stakeholder in providing public recreation, senior services and library services to the Herriman residents and the surrounding area. As a municipality, Herriman City provides all of the normally provided services to residents including: public safety, animal services, streets and street maintenance, water services, parks, trails, opens space, planning, building services and inspections, code enforcement and all of the other normal services provided by local government.

**4. Project Description.**
The Juniper Canyon Recreation Area, a unique 72.60 acre designated open space located in Herriman, will become a premier outdoor recreation destination for residents and guests of Salt Lake County. The project will reside in a natural drainage that will connect locations from the quickly growing east side of Mountain View Corridor to the ever expanding open space and trails located in what has become known as the Herriman Hills.

The east side of Mountain View Corridor is a quickly growing residential and commercial area which includes a variety of residential housing, public schools, a planned joint campus for Salt Lake Community College and University of Utah and the Zions Bank Real Stadium and Training Facility, the training facility for Major League Soccer, United Soccer League and the National Women's Soccer League.

The Herriman Hills is a growing open space and outdoor recreation area that is located in an area recently designated by the State of Utah as the West Traverse Sentinel Landscape. The land in the Herriman Hills has been acquired over the last five years through developer open space donation requirements, state and county grant funding and appropriations and through the Army Compatible Use Buffer (ACUB) program funding via Camp Williams.

Staff have been working with G. Brown Design on the initial plan, design and potential phasing of Juniper Canyon. The vision was to create an outdoor recreation space to include a trailhead, arts facility, trails, workout nodes, play nodes, reception center, pump track and dog park. The canyon will also feature multiple trails, both paved and unpaved for non-motorized trails that will extend through the canyon, connecting the east side of Mountain View to the Herriman Hills Open Space.

Project phasing has been planned as follows:
Phase I: Trailhead with RAP parking area, restroom facility, asphalt trail, playground pods, circuit trail, detention basin/dam features, pump track, small pavilions, information kiosks.
Phase II: Additional play structures, bicycle park, start mountain bike skills course.
Phase III: Complete mountain bike skills course and additional amenities (amphitheater, event center, splash pad, etc) as funding and Council desire allows.

**5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Guidelines Tab)**
The Juniper Canyon Recreation Area fits within all of the PRT Principles identified in the TRCC support Guidelines. I only had enough space to describe fit for a few of the Principles identified.

To ensure legacy of parks and recreation throughout the County:
Herriman City believes that the Juniper Canyon Recreation Area will be the premier outdoor recreation area in the southwest corner of Salt Lake County. It will protect precious open space in highly residential areas and will provide free outdoor recreation opportunities to residents and guests in perpetuity.

To value professional parks and recreation organizations, community parks, recreation and trails organizations and

community participation:
The Juniper Canyon Recreation Area project has been presented to the public in an open house, as well as, discussed in multiple City Council meetings. Feedback on the project has been received through open houses, through the Herriman Trails Committee and via social media. The community will continue to be involved as the project progresses into multiple phases.

To enable and enhance the development of parks, recreation and trails systems:
Herriman City and Herriman City residents rank parks, trails and open space as the second most important service they desire for the City to provide, only behind public safety. Herriman City has recently expanded the Herriman Hills Trails System to include over 4 miles of new primitive trail, including the addition of 1.52 miles to the west Bonneville Shoreline Trail. We will add another 3.5 miles of primitive trail in the fall of 2019. In urban trails, we are on track to add to the existing sections of Midas Creek, including the installation of three bridges, as well as connect the Rose Creek trail system from Butterfield Park to The Cove at Herriman Springs. In addition to trail projects, we are either in design or construction phases of four new parks that will all be completed in 2019. Juniper Canyon will be another exciting amenity to add to our growing City.

To value the need for addressing the wide-range of facility types and trends:
We feel that this amenity will provide a unique outdoor experience for a wide variety of people and abilities. This canyon will be used by people of different ages and ability levels, and will provide the opportunity to get outside and enjoy nature, while still recreating in a safe environment close to home or a trail head.

To support projects which exploring new ways to increase programming for nature and outdoor education:
Juniper Canyon will be located very close to, if not adjacent to, six schools, and will be a way for those students, and other students from across the valley to interact with nature and recreation in new and exciting ways.

**6. Evidence of local support and community need justifying the project.**
*Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.*
Attached in the documents tab.

**7. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.**
Site plans are attached in the documents tab for reference.

This project covers 72.60 acres of open space with adequate room for all of the proposed amenities. While we can't be sure on attendance for this unique project, we anticipate over 1,000 visitors per day through the spring, summer and fall with 250 - 400 projected in the winter. We anticipate that several visitors to Juniper Canyon will be local residents that walk or bike to the area, however, as the amenities continue to evolve and grow, we anticipate that the attendance will follow suit and continue to grow.

**8. Detail how the project is integral to your organization's mission.**
Herriman City is dedicated to the preservation of open space for outdoor recreation use. The City has been proactive, with the assistance of the Utah National Guard, in the purchase of property to preserve as open space for all to explore and enjoy.

Herriman City's Mission Statement reads: Herriman City is dedicated to provide courteous and efficient service to the public, preserve community identity, and promote a high quality of life. Further, the Mission Statement of the Parks, Recreation and Events Department is as follows: The mission of Herriman City Parks, Recreation and Events is to enhance the quality of life in our City by provide and maintaining quality parks, facilities, trails and green spaces. We offer enriching recreational activities, events, and facilities for people of all ages and abilities, and are very committed to health, happiness and safety for the public and employees.

This project, along with all of the other park, trail and open space projects that we are working on, solidifies our commitment to providing quality parks, facilities, trails and green spaces. We continue to work diligently to provide and maintain recreation opportunities accessible to all.

**9. Describe how your current project funding has been secured.**
Current funding in the planning and design phases has been secured through budgeting of park impact fees. Previous funding to purchase property to be used as a trail head has also come from the budgeting of park impact fees. Should the grant be awarded, remaining funding will come from Park Impact Fees.

**10. Document your ability to raise additional project funds.**
Over the past two years, the Parks, Recreation and Events department have received over $1M in grant funding from private corporations, the Utah State Legislature and Salt Lake County Parks and Recreation, all of which has been designated to facilitate the construction of outdoor recreation amenities.

**11. Analysis of the financial impact this project will have on your organization's future finances.**
Financial impact from ongoing maintenance expense:

The City anticipates very little maintenance with this project due to the nature or the project. Trails are easily maintained by volunteer groups and high school mountain bike group. Regular maintenance and service of the parking area, garbages, pavilions and restrooms, along with typical repairs to playgrounds and trail systems are to be expected and will be covered by the City budget.

The City does believe that this amenity will be a regional draw for those interested in a variety of outdoor recreational opportunities, which may influence positive economic development through a variety of mechanisms. We hope to experience an increase in tourism, as well as, increased interest from businesses that might find this area beneficial for the sale or production of their product or services.

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

- ☐ Consulting
- ✔ Capital
- ☐ Other:

## Consulting Applicants

**13. Type of consulting services**
Not applicable

**14. Goals and objectives of consulting services**
Not applicable

**15. Scope of Work, expected deliverable and timeline**
Not applicable

**16. Payment schedule for the work and expenses.**
*Upload a detailed project budget document (documents tab) by a qualified professional.*
Not applicable

## Capital Applicants

**17. What is the site location of your project.**
The project is located at approximately 14200 South and 4800 West. The site spans 72.6 acres of open space along the Juniper Canyon ravine in south central Herriman.

**18. Describe the current facility and specify if it is owned or leased.**
*Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).*
The location is currently open space. Rosecrest development is to deed the open space to the City as part of a development agreement. In addition, the City has purchased, and owns, a five acre parcel to be used as a trailhead.

The deed is uploaded in the documents tab.

**19. What is the overall project timeline?**
We hope to have Phase I constructed by June 2021. The other phases will come at later dates as funding and desire allows.

**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.**
Future capital maintenance and operating expenses will be budgeted through the Parks Department Budget, which is adopted on an annual basis. We have no desire to charge for users to access the amenities. Using our current trail systems as a guide, we anticipate that a lot of the regular trail maintenance will be conducted by volunteers and mountain bike teams. Any major renovations would be expensed out of the Parks Budget, which is nearly 3.5 million for this fiscal year.

Taking the first phase amenities (parking lot, primitive trail, asphalt trail, play nodes)into consideration and using current trail maintenance as a guide, we would forecast:
2021: $8,000 in maintenance, possible repair costs or replacement
2022: $8,000 in maintenance, possible repair costs or replacement
2023: $8,000 in maintenance, possible repair costs or replacement
2024: $15,000 in maintenance, possible repair costs or replacement, possible extra parking lot maintenance
2025: $9,000 in maintenance, possible repair costs or replacement

**21. Provide project management information including key personnel and their experience.**
Herriman City contracted with G. Brown Design for design services, who have extensive experience on designing beautiful and functional park and open space projects. Mathew Winward, Managing Principal and Mike Wonenberg, Associate Principal were key on the design and phasing of the project.
Experience includes: Lodestone Park, Alaska Botanical Garden Master Plan, Oquirrh Lake Openspace, JL Sorenson Recreation Center and Herriman Library, among other projects.

Trails consultant: Mike Repyak, RLA, ASLA, IMBA Trail Solutions
Experience includes extensive experience in trails based recreation design and mountain resort community planning. He has worked on projects across the United States, including the Hot Springs Regional Trails Plan, Buffalo Outer Harbor Phase 1 Bike Park, Silo Center Bike Park Maintenance and Operations Plan and the Breckenridge Ski Resort Master Plan for Peak 6.

Key Herriman City personnel include:
Wendy Thomas, CPRP, Director of Parks, Recreation and Events
Heidi Shegrud, Landscape Architect
Jonathan Bowers, P.E., Engineer

If funded, the City will work with G. Brown Design on construction documents and then will go out to bid for the construction.

**22. Architectural information including site plan, space program and schematic design (optional).**
*Please upload above mentioned architectural documents (document tab).*
Uploaded in the architectural documents tab.

**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 upload above mentioned construction information documents (document tab).*
Uploaded in the document tab.

## Budget Details *top*

### Project Budget

| Line Descriptions | Capital | Consulting Other | Detail |
|---|---|---|---|
| Total Project Budget | 3,530,127.36 | | Total consulting budget includes full design and construction documents. The City will be filing a second application for consulting services. |
| Funding Currently in Place | 632,500 | 501,393 | Property purchase for trailhead $632,500<br>Developer contribution to project $501,393 |
| County Funding Requested | 1,100,000 | | |

### Project Financial Information Detail

| Financial Detail | Capital | Consulting Other | Detail |
|---|---|---|---|
| Cash On-hand | 1,296,234.36 | | Allocated from Park Impact Fees |
| Pledges - Unrestricted | | 501, 393 | |
| Pledges - Restricted | | 501,393 | Provided by the developer. For dam improvements and 10' asphalt paths. |
| Pledges - Pending or Projected | | | |
| In-Kind Donations | | | |
| General Obligation Debt | | | |

Bond Issue

Capital Reserve

## Documents *top*

| Documents Requested * | Required? | Attached Documents * |
|---|---|---|
| Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc. | ✔ | LOS - Utah National Guard |
| For consulting projects upload a detailed consultant project budget document by a qualified professional. | | |
| For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement. | | Trust Deed |
| For capital projects upload above architectural documents; site plan, space program, schematic design (optional). | | Juniper Canyon Map<br>Juniper Canyon Site Plans |
| For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. | | Juniper Canyon Phase I Construction Estimate |
| 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. | ✔ | Budget |

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Application ID: 146032

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**EXHIBIT B**

TRCC Reimbursement Form

Invoice #_____

SALT LAKE COUNTY

# TRCC Reimbursement Form

| | |
|---|---|
| Submittal Date: | |
| Contract Number: | |
| Organization Name: | |
| Project Name: | |
| Contact Name: | |
| Phone Number: | |
| E-Mail: | |

**Guidelines:**

* Invoices or detailed receipts required
* Sales orders accepted with proof of payment only
* Quotes will not be accepted
* Sales tax will not be reimbursed
* Administrative overhead will not be reimbursed

| Item # | Date | Invoice # | Vendor Name | Description | Amount |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
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| 10 | | | | | |
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| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| | | | | | |
| | | | | Total Request for Reimbursement | $ - |

Submit this form and supporting documentation to lokino@slco.org.

**EXHIBIT C**

TRCC Project Status Report

# TRCC PROJECT STATUS REPORT

**Recipient Organization:** _____

**Contact Name:** _____

**Phone Number:** (  )  -  **Email Address:** _____

**TRCC Project Name:** _____

**Reporting Period:** From: _____ To: _____ ☐ Annual ☐ Final

## Project Status

**Summary:** Provide brief explanation of current project or program status.

**Challenges:** Provide brief explanation of current challenges faced by project or program, if applicable.

**Schedule:** Provide anticipated completion date and explain schedule changes from last status report, if applicable.

Anticipated Completion Date: _____

Explanation:

**Budget:** Summarize sources of project or program funding and explain any difference between the current budget.

Recipient Contribution: $ _____

TRCC Grant: $ _____

Other Grants or Contributions: $ _____ Name: _____

$ _____ Name: _____

Total Funding Available: $ _____ Current Budget: $ _____

Explanation:

**Signature:** _____ **Date:** _____