

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2020

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY OF SOUTH JORDAN FOR A CONTRIBUTION OF TRCC FUNDS TO FUND IMPROVEMENTS TO CITY’S MIDAS CREEK TRAIL

RECITALS

A. Salt Lake County (the “County”) and the City of South Jordan (the “City”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement 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.

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. In 2019, the City requested TRCC Funds from the County to help it fund the project described in its TRCC Application. More specifically, the City requested TRCC Funds to fund improvements, including a pedestrian bridge and flood mitigation, to the Midas Creek Trail (the “Project”). The County Council appropriated TRCC Funds for this purpose in the 2020 Salt Lake County Budget.

D. The City and the County now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) wherein the County agrees to grant TRCC Funds to the City to help fund the Project and wherein the City agrees to abide by the terms and conditions outlined in the Agreement.

E. The County Council believes that its contribution and assistance under the Agreement will contribute to the prosperity, moral well-being, peace and comfort of Salt Lake County residents.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and the City of South Jordan is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2020.

Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:

Dianne R. Orcutt
Deputy District Attorney

ATTACHMENT A
Interlocal Cooperation Agreement between
Salt Lake County and City

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF SOUTH JORDAN

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 **CITY OF SOUTH JORDAN**, 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, including a pedestrian bridge and flood mitigation, to the Midas Creek Trail. 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 2020 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. The County agrees to reimburse up to one hundred fifty-five thousand seven hundred and twenty dollars (\$155,720.00) 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 **December 31, 2021**, 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 2020 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 **October 1, 2021**.

F. Reporting Requirements. The City shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT C**, detailing how the TRCC Funds were expended, no later than **December 31, 2021**.

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: _____, 2020

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By 
Holly Yocom
Department Director

Dated: 2-21, 2020

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By 
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF SOUTH JORDAN



By *Dawn R Ramsey*
Name: Dawn R Ramsey
Title: Mayor
Dated: February 18, 2020

Attest:

Anna M. West
ANNA M. WEST, City Recorder
Date signed: 2-18-2020

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By *Ryan M. Loose*
Name: RYAN LOOSE
Dated: 2/6, 2020



STATE OF NEW YORK
IN SENATE
January 12, 1911.

REPORT
OF THE
COMMISSIONER OF THE LAND OFFICE

EXHIBIT A
City's TRCC Application

Salt Lake County
ZAP
TRCC

TRCC 2019 Support Program 2019 Application (2020 County Budget)

7/15/2019 deadline

City of South Jordan Midas Creek Trail PRT

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

\$ 155,720.00 Requested

Submitted: 7/15/2019 3:56:04 PM (Pacific)

Project Contact

Katie Olson

dtingev@sjc.utah.gov

Tel: 801-254-3742, ext. 2001

Additional Contacts

none entered

City of South Jordan

1600 W. Towne Center Drive
South Jordan, UT 84095

Telephone 801-446-4357

Fax

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

City Manager

Gary Whatcott

gwhatcott@sjc.utah.gov

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.

The City of South Jordan is located in the southwest portion of Salt Lake County. A long and linear city, South Jordan is about 22 square miles, extending approximately nine miles from east-to-west and three miles north-to-south. The Oquirrh Mountains lie to the west of the City, with the Jordan River in the lower eastern portion of the city. At incorporation in 1935, South Jordan was primarily a rural farming community and has since become one of the fastest growing cities in the state. As of July 2019, the population is estimated to be 73,666. South Jordan has a council-manager form of government and provides a range of services including parks and recreation, fire, police, and public works (including water, streets, and sanitation).

The eastern part of South Jordan is known for its large residential lots and large families, as well as its high median incomes

and home values. Daybreak, a large master-planned community on the west, incorporates a wide range of housing types, forms, and values. Growth in the city is primarily happening on the west side.

South Jordan is a predominantly white community, although the white majority is decreasing and the Hispanic population is increasing, in line with regional trends. The median income in South Jordan continues to be among the highest in Salt Lake County and the state. Nearly sixty percent of households include children 18 years of age or younger, and less than ten percent of households are composed of a single individual. As the city matures it will include an increasing older population, despite the current focus on the needs of children.

4. Project Description.

The Midas Creek Trail project will add a paved trail along Midas Creek from 11800 South and approximately 3300 West to the existing Midas Creek park at 2780 West 11670 South. The trail project includes a pedestrian bridge, which is necessary to safely cross the creek at 3200 West. South Jordan City is prepared to fund the trail and is requesting funds from the County to secure the pedestrian bridge and flood mitigation costs.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Guidelines Tab)

The Midas Creek Trail project is directly connected with the County's visions and principles for parks, recreation, and trails (PRT) support. The county has identified a high demand for trails and recognizes their benefit to all who live and work in the area. The project meets the criteria of being located within Salt Lake County, being accessible to the public, and being publicly owned and operated.

The Midas Creek Trail is a neighborhood trail with potential for regional connections that follow the length of the creek, particularly into Riverton. The trail will provide access to a key destination, the South Jordan Midas Creek Park, and also increased access to Riverton's Midas Creek Park on the south side of 11800 South.

This project meets the following PRT principles set forth by the county:

- "To enable and enhance the development of . . . trails systems."
- "To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams."
- "To support projects which enhance the ability of . . . trails organizations to improve, expand, and/or sustain programming."
- "To encourage projects that foster collaboration, regional partnerships, and shared funding."

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.

Trails are frequently requested by South Jordan residents. In 2017, the City adopted a comprehensive Parks, Recreation, Community Arts, Trails, and Open Space Master Plan. The plan represents a significant effort to engage with residents and other community partners in order to determine resident needs and wants for recreation and the arts. The planning process included several community surveys, focus groups, and public meetings. Based on the results of the preference survey and public input, trails are highly desired in South Jordan. Trails and trailheads received the highest support for improvements in the surveys.

In the 2019 community survey, trails were mentioned several times as something residents like most about living in South Jordan. Several residents also requested trail improvements, including the paving of trails.

See the attached summary of the Parks Master Plan for more information on how trails are supported by the community and the City.

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

According to surveys for the South Jordan Parks Master Plan, 70% of residents use city trails monthly or more often. Trails, trail lighting, park restrooms, and more connected trails were the most commonly requested trail improvements. When residents were asked to prioritize spending, respondents allocated the most funding (49%) to walking and biking trails—putting resident support for trails at 15% or more above all other recreation and arts funding needs.

The City has completed many other trail projects and is well aware of the construction and ongoing maintenance requirements of this project. Funding is already secured for the trail and ongoing maintenance accounted for.

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

The City has identified providing desirable amenities and open space as a key strategic priority. This includes developing and maintaining park and recreation venues and facilities that are attractive and connected to a comprehensive parks and trail

system. Ultimately, these amenities provide the community with safe and accessible recreation opportunities. According to the Parks Master Plan, the vision for the trails system is that it be comprehensive, merging the extensive and diverse public and private trail system into a single, coordinated system.

The Midas Creek Trail will provide a key neighborhood trail that connects the Midas Creek park into the community. The creek provides a natural trail location, making the project a logical step in the larger goal of a comprehensive parks and trails system.

9. Describe how your current project funding has been secured.

To date the City Council has approved \$325,000 of park impact fees for the Midas Creek trail. The City Council approved \$250,000 in 2016, then an additional \$75,000 in 2019. The City is requesting \$155,720 total from the County to 1) fund the pedestrian bridge (\$130,000) and 2) pay 40% of the costs of SLCO permitting and flood plain mitigation (\$25,720).

10. Document your ability to raise additional project funds.

As new construction continues in South Jordan, more park impact fees will be available and could be used, if needed, for this project with City Council approval. However, the city does not anticipate needing additional funding beyond the TRCC grant.

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

When the Midas Creek trail is completed, it will become part of our existing trail network, which is maintained by the Parks division. The Midas Creek trail will be approximately four acres of open space. Based on past parks data, the annual cost of maintaining open space is \$1,500 an acre. The city anticipates that the Midas Creek Trail will cost \$6,000 a year to maintain. When the trail is completed, this additional amount will be requested by the Parks division to their operating budget.

12. Please specify type of funding you are requesting

- Consulting
- Capital
- Other:

Consulting Applicants

13. Type of consulting services

N/A

14. Goals and objectives of consulting services

N/A

15. Scope of Work, expected deliverable and timeline

N/A

16. Payment schedule for the work and expenses.

Upload a detailed project budget document (documents tab) by a qualified professional.

N/A

Capital Applicants

17. What is the site location of your project.

The trail will run along Midas Creek from 11800 South and approximately 3300 West to the existing Midas Creek park at 2780 West 11670 South. The trail project includes a pedestrian bridge, which is necessary to safely cross at 3200 West.

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).

South Jordan City owns the property along the proposed Midas Creek trail, tax parcel 27-21-3521-003. The property was deeded to the City with the Midas Creek subdivision in 2003. See the attached quit claim.

19. What is the overall project timeline?

The trail is presently under design and will be ready to bid in January. Construction is slated for spring 2020.

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.

The City funds trail maintenance through the Parks division budget in the general fund. This ongoing funding is reviewed and approved by the City Council each fiscal year. In addition, the City funds \$300,000 per year in the capital improvement budget

for trail maintenance. The City inspects each trail and gives the asphalt a condition rating. This rating helps determine what treatment the asphalt should receive and when it should receive the prescribed treatment. We estimate that the Midas Creek trail would possibly need a seal coat treatment (high-density mineral bond) in year five. The \$300,000 budgeted for capital improvement trail maintenance is sufficient to sustain the Midas Creek trail, including asphalt treatments, and would not require an increase.

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

Ken Short, the City's supervising senior engineer, is project engineer for the Midas Creek Trail. Colby Hill, associate director of parks and recreation for the City, will handle ongoing maintenance of the Midas Creek trail. Both have completed several trail projects with the city.

22. Architectural information including site plan, space program and schematic design (optional).

Please upload above mentioned architectural documents (document tab).
See attached information.

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).
See attached information.

Budget Details [top](#)

Project Budget

Line Descriptions	Capital	Consulting	Other Detail
Total Project Budget	480,720		
Funding Currently in Place	325,000		Park Impact fees that have been approved by City Council for the project
County Funding Requested	130000		\$130,000 for the pedestrian bridge
	25720		\$25,720 to pay 40% of the cost of SLCO permitting and flood plain mitigation.

Project Financial Information Detail

Financial Detail	Capital	Consulting	Other Detail
Cash On-hand			
Pledges - Unrestricted			
Pledges - Restricted			
Pledges - Pending or Projected			
In-Kind Donations			
General Obligation Debt			
Bond Issue			
Capital Reserve	325000		Park Impact fees that have been approved by City Council for the project

Documents [top](#)

Documents Requested *

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

Required? **Attached Documents ***



Summary of Parks Master Plan

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.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.

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.



[Property Quit Claim](#)

[Map Overview](#)

[Map Detail](#)

[Trail Architectural Document](#)

[Cost Estimate](#)

[2017 City Budget](#)

[2019 City Budget](#)

[CIP 2019](#)

[CIP 2016](#)

[2018 City Budget](#)

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EXHIBIT B
2020 TRCC Reimbursement Form



2020 TRCC Reimbursement Form

Submittal Date:		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	
Contract Number:			
Organization Name:			
Project Name:			
Contact Name:			
Phone Number:			
E-Mail:			
Item #	Date	Vendor	Description
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total Request for Reimbursement			\$ -

EXHIBIT C
Disbursement of Funds Report



TRCC RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUNDS REPORT

NAME OF ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ EMAIL: _____

CONTRIBUTION AMOUNT: _____

1. PLEASE DESCRIBE HOW THE MONEY WAS SPENT AND WHAT OTHER CONTRIBUTIONS WERE MADE TO YOUR PROGRAM:

2. PLEASE ATTACH A DETAILED PROJECT EXPENSE SUMMARY.

DATED THIS _____ DAY OF _____, _____. SIGNATURE: _____

RESOLUTION R2020 - 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO ENTER INTO THE INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR MIDAS CREEK TRAIL IMPROVEMENTS.

WHEREAS, South Jordan City (the “City”) and Salt Lake County (the “County”), are “local governmental units” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, and, as such, are authorized to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, 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”), which 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 has requested TRCC Funds for improvements to the Midas Creek Trail, including a pedestrian bridge and flood mitigation, and the County Council appropriated funds for this purpose in the 2020 Salt Lake County Budget; and

WHEREAS, the City Council previously approved three hundred and twenty-five thousand dollars (\$325,000) of the City’s Park impact fees, for the City portion of improvements to Midas Creek Trail, and the County has agreed to contribute one hundred fifty-five thousand seven hundred and twenty dollars (\$155,720.00) from its TRCC Funds for the County portion, for a total estimated project cost of four hundred eighty thousand seven hundred and twenty dollars (\$480,720.00); and

WHEREAS, the City acknowledges that the TRCC Funds provided to the City under the Interlocal Cooperation Agreement (the “Interlocal 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.

WHEREAS, the City and County now desire to enter into the Interlocal Agreement, attached hereto as Attachment A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authority to Execute. The Mayor of the City of South Jordan is authorized to execute the Interlocal Agreement between South Jordan City and Salt Lake County in substantially the form attached hereto as Attachment A.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

{SIGNATURES ON FOLLOWING PAGE}

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
 ON THIS 18 DAY OF February, 2020 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	<u>X</u>	_____	_____	_____
Bradley Marlor	<u>X</u>	_____	_____	_____
Donald Shelton	<u>X</u>	_____	_____	_____
Tamara Zander	<u>X</u>	_____	_____	_____
Jason McGuire	<u>X</u>	_____	_____	_____

Mayor: *Dawn R. Ramsey*
 Dawn R. Ramsey

Attest: *Anna M. Wiss*
 City Recorder

Approved as to form:

[Signature]
 Office of the City Attorney



