

**INTERLOCAL COOPERATION AGREEMENT**

*between*

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

*and*

**WEST JORDAN 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 its Department of Community Services ("County") and **WEST JORDAN 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 owns 70 acres known as the "Big Bend" restoration area, located at approximately 8600 South between the Jordan River Trail and the Jordan River.

E. The City has requested TRCC Funds from the County to help it fund the project described in its TRCC Application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to construct and urban fishery pond at Big Bend restoration area, including re-meandering construction phase which will partially divert the Jordan River to flow directly through the Big Bend project, including parking and an access road. An urban fishery will provide a unique "connecting with nature" recreational opportunity to the residents of West Jordan and surrounding communities. The County Council appropriated seven hundred fifty thousand dollars (\$750,000.00) in TRCC Funds for this purpose in the 2018 Salt Lake County Budget.

F. The Parties entered into an agreement (the “Agreement”), which Agreement is identified as Salt Lake County Contract No. 0000002049 to fund two hundred fifty thousand dollars (\$250,000.00) and has a period of performance ending July 31, 2021.

G. On March 6, 2020, Salt Lake County Mayor Jennifer Wilson declared a State of Emergency related to the novel coronavirus disease 2019 (COVID-19). This emergency event decreased TRCC revenue projections which are generated from restaurant, car rental and transient room tax, preventing the County from being able to fund the remaining five hundred thousand dollars previously appropriated.

H. 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.

I. The Parties have determined that it is mutually advantageous to enter into this Agreement to restore the remaining funding to City 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 OBLIGATIONS.**

A. Contribution of TRCC Funds. The County agrees to reimburse up to five hundred thousand dollars (\$500,000.00) as follows: two hundred fifty thousand dollars (\$250,000.00) in County FY2021 and two hundred fifty thousand dollars (\$250,000.00) in County FY2022 to the City from its TRCC Funds— all on the terms and subject to the conditions of this Agreement.

B. Past Due Balances. Any past due balances owed to the County may first be deducted before any distribution of funds to the City.

#### **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 to construct and urban fishery pond at Big Bend restoration area, including re-meandering construction phase which will partially divert the Jordan River to flow directly through the Big Bend project, including parking and an access road.

(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 City's TRCC Application attached hereto as **EXHIBIT A** indicates that the City will make a contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the contribution so indicated in the amount specified in the City's TRCC Application. If the City fails to make and expend such a 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. 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 **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 relating to the use of TRCC Funds 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 for use by any public officer or employee not in accordance with this Agreement, 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 for verification purposes, the City agrees to cooperate fully with the County and its representatives in the performance of the audit. The audit will be limited to the tracking, use, and verification of the TRCC Funds.

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. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the City's use of TRCC Funds under 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 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

D. No Obligations to Third Parties. The Parties agree that 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 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 qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County currently enacted ordinances or policy.

(c) 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 the contribution 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.

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

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

**SALT LAKE COUNTY:**

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

Dated: \_\_\_\_\_, 20\_\_

*Approved by:*

DEPARTMENT OF COMMUNITY SERVICES

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

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

*Reviewed as to Form and Legality:*

SALT LAKE COUNTY DISTRICT ATTORNEY

By **Craig J. Wangsgard** \_\_\_\_\_  
Deputy District Attorney

Digitally signed by Craig  
J. Wangsgard  
Date: 2022.09.27 12:02:50  
-06'00'

*[Signatures continue on next page.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

WEST JORDAN CITY

By Dirk Burton

Name: Dirk Burton

Title: Mayor

Dated: 11/1/2022, 2022

Attest:

Jane, City Recorder  
Date signed: 11-1-2022



*Approved as to Form and Legality:*

*St. Asst.*  
CITY ATTORNEY

By Jared Tingey

Name: Jared Tingey

Dated: October 31, 2022



# TRCC APPLICATION

## ORGANIZATIONAL INFORMATION

Date:

Please include employee org chart, list of board members, and copy of annual budget with application. Applications are due by September 1, 2017. Please submit completed applications to Brad Kendrick at [bkendrick@slco.org](mailto:bkendrick@slco.org)

Organization:

Contact Name:

Street Address:

City:  State:

Website:

Phone Number:  Email:

Total # of Staff:  Number of Annual Volunteers:

Total Organization Budget:

Is your organization a government entity:  
 Yes  No

Is your organization nonprofit or tax-exempt:  
 Yes  No

### Organizational Mission Statement:

"Enhance the quality of life and community identity by providing accountable, responsive, and open government with efficient and cost-effective municipal service while treating our residents, businesses, and employees with fairness, respect and honesty."

### Description of Organization:

The City of West Jordan operates under the Council/Manager form of government. Under this form, the elected City Council Members are responsible for setting policy, passing ordinances, fiscal oversight, and providing direction. As executive/administrative head of the city, the City Manager is responsible directly to the seven-member City Council body.

### Population Served: (Include demographics, i.e. age, race, ethnicity, income levels, etc...)

The proposed West Jordan Urban Fishery will be available to the 110,917 residents or 32,100 households of the City as well as surrounding population of Midvale, South Jordan and Sandy City. The household composition of the city is 88.1% Caucasian with 11.9% being made up of various races with a younger population. The majority of households, 85.2% are between 25-64 yrs of age with an average income of \$70,212.

### Geographic Area Served:

While initially serving the residents of West Jordan, the location of the urban fishery will provide opportunities to the residents of Midvale, Sandy, South Jordan and Salt Lake County. In addition, by being located by the Jordan River Trail, residents from numerous cities along the trail can walk and bike to the pond.



# TRCC APPLICATION

## PROPOSAL REQUEST

Project Name:

Type of Request:

Requested Amount:  Project Budget:  Percent:

Can funding for this project be paid in installments over multiple years?  Yes  No

If yes, number of years:  1  2  3

Is the request for repetitive funding for multiple years?  Yes  No

If yes, number of years:  1  2  3

### Request Description (indicate how your request fits within the TRCC parameters):

The City is requesting funding of \$750,000 to be paid over the next 3 years at \$250,000 per year for the construction of an Urban Fishery pond to be located at the 70 acre "Big Bend" restoration area located at approximately 8600 S between the Jordan River Trail and the Jordan River. This is one of the last undeveloped areas along the Jordan River and part of the Sharon Steel Mitigation set-aside. This is a 3 phase project which includes the following: Phase I: Urban Fishery, parking and access road. Phase II: Trail system and viewing area. Phase III: River realignment, floodplain development and habitat area creation.

The Big Bend Habitat restoration is estimated to cost between \$7-\$8 million, with the urban fishery phase at approximately \$1.6 million.

The City feels that this request meets the "Allowable Uses of TRCC Funds" under Section 1, Part ii.

### Description of Community Benefits:

The proposed urban fishery will provide a unique recreational opportunity to the residents of West Jordan and the surrounding Salt Lake County area. This pond will further expand the City's and National Park Service theme of "connecting with nature" for the youth in the area. By being located in this area, users will have access to and educational opportunities at the Jordan River Trail and future access to the trail system, viewing platform, and river access at the "Big Bend" Habitat area.

In addition, because of the demand and high use of the other three urban fisheries located along the Jordan River, the Bid Bend pond will help to reduce some the pressures on the surrounding fisheries while enhancing the experience.

### For Capital Projects describe how the ongoing Operational and Maintenance Expenses will be funded:

The City of West Jordan will be responsible providing ongoing operational/maintenance and staffing expenses for the day-to-day operation of this site. The City will maintain all property surrounding the pond outside of the water and the Department of Wildlife Resources will maintain the actual pond and restock it on a regular basis.

### Other Committed Funding Sources:

Contributor:	<input type="text" value="U.S. Fish &amp; Wildlife - For the Big Bend Project"/>	Amount:	<input type="text" value="\$ 760,000"/>
Contributor:	<input type="text" value="See attached list for previous and ongoing funders"/>	Amount:	<input type="text"/>
Contributor:	<input type="text"/>	Amount:	<input type="text"/>
Contributor:	<input type="text"/>	Amount:	<input type="text"/>

# CITY COUNCIL

- Mayor Kim V. Rolfe
- Council Member David Newton (*At Large*)
- Council Member Chad Nichols (*At Large*)
- Council Member Christopher McConnehey (*District 1*)
- Council Member Dirk Burton (*District 2*)
- Council Member Zach Jacob (*District 3*)
- Council Member Alan R. Anderson (*District 4*)

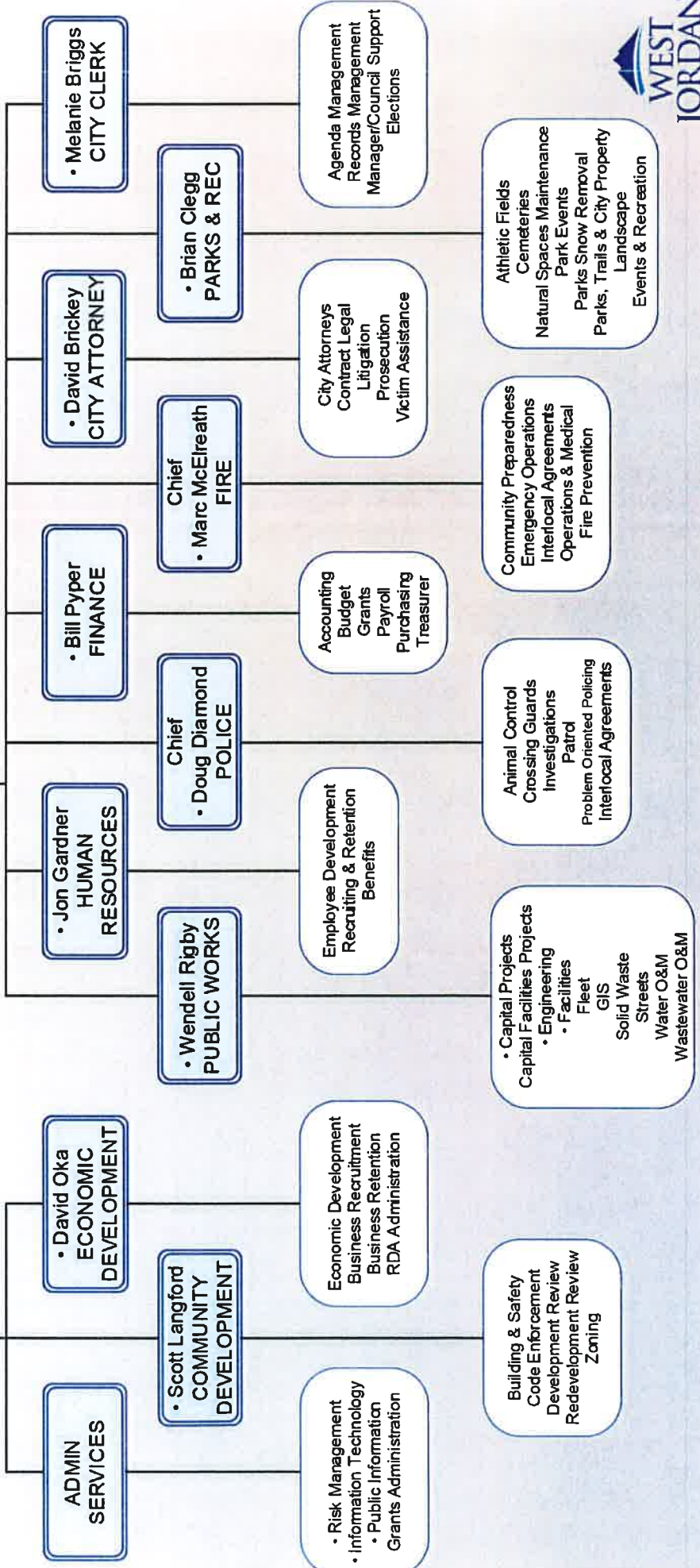
## • David R. Brickey INTERIM CITY MANAGER

## • Russ Wall DEPUTY CITY MANAGER

• Judge Ron Kunz  
JUSTICE COURT

• SENIOR  
EXECUTIVE ASSISTANT

• ASSISTANT TO  
THE CITY MANAGER



GENERAL FUND SUMMARY

	AUDITED ACTUAL FY 15-16	ADJUSTED BUDGET FY 16-17	YEAR-END ESTIMATE FY 16-17	DEPT. PROPOSED FY 17-18	CITY MGR. RECOMM. FY 17-18
BEGINNING FUND BALANCE	17,029,361	16,987,313	16,987,313	12,494,137	12,494,137
REVENUES & OTHER SOURCES					
TAXES	37,060,771	38,818,780	37,774,147	39,894,468	40,528,864
LICENSES & PERMITS	2,459,907	2,410,470	2,941,623	2,325,969	3,450,300
INTERGOVERNMENTAL	4,959,755	4,658,168	4,669,775	4,956,596	4,956,596
CHARGES FOR SERVICE	3,543,408	3,588,950	2,553,761	3,317,270	3,559,370
INTERFUND CHARGES	0	4,885,160	4,885,160	4,885,160	4,885,160
FINES & FORFEITURES	1,366,330	1,500,000	1,246,946	1,500,000	1,500,000
MISCELLANEOUS	590,005	597,237	458,862	542,161	502,161
EVENTS	185,502	343,912	240,260	365,113	370,113
USE OF UNRESTRICTED RESERVES:	0	6,593,493	0	10,599,763	
GREEN SHEET ONE-TIME ITEMS					1,227,813
EQUIPMENT ITEMS					449,895
USE OF RESTRICTED RES. (C ROAD)	0	712,590	0	479,599	479,599
TOTAL REVENUES & OTHER SOURCES	50,165,678	64,108,760	54,770,534	68,866,099	61,909,871
EXPENDITURES & OTHER USES					
OFFICE OF CITY MANAGER	2,432,893	2,249,079	2,124,577	2,885,450	2,590,770
COURTS	736,880	767,312	764,623	803,862	803,431
ADMINISTRATIVE SERVICES	2,035,378	2,270,316	1,997,687	2,824,902	2,656,742
FINANCE	1,513,084	7,261,419	3,762,610	3,317,204	2,996,566
CITY ATTORNEY	1,420,273	1,414,011	1,210,658	1,680,547	1,595,466
HUMAN RESOURCES	371,561	473,681	448,054	688,663	489,687
PUBLIC WORKS	9,051,175	12,678,745	12,012,638	14,347,896	12,534,248
PARKS	2,772,809	4,590,144	4,086,845	6,522,525	3,995,318
DEVELOPMENT	1,440,451	2,678,873	2,594,304	2,400,324	2,122,240
ECONOMIC DEVELOPMENT	0	0	0	910,032	778,954
POLICE	17,500,251	18,878,749	18,284,285	20,774,093	19,923,025
FIRE	10,932,971	10,846,431	10,861,929	11,710,601	11,423,424
**PROJECTION ADJUSTMENT**			1,115,500	0	0
TOTAL EXPENDITURES & OTHER USES	50,207,726	64,108,760	59,263,710	68,866,099	61,909,871
ENDING FUND BALANCE	16,987,313	9,681,230	12,494,137	1,414,775	10,336,830

NOTE: BEGINNING FUND BALANCE FIGURES FOR FY 17-18 ARE ESTIMATES ONLY



25-Aug-17

**PROJECT: Big Bend Restoration Project  
Construction Cost Estimate (BIO-WEST)  
Urban Fishery Facility**

Description	Quantity	Unit	Unit Cost	Total Cost	Notes / Assumptions
<b>Phase 3 Urban Fishery Facility et al.</b>					
Excavation and Embankment	58,500	CY	\$10	\$585,000	Pond excavation, berm embankment
Pond Aeration System	1	EA	\$30,000	\$30,000	
Pond Liner	185,800	SF	\$1	\$185,800	
Pond Habitat Shelf (Cobble and Gravel)	400	CY	\$80	\$32,000	
Pond Fish Habitat Features (Cobble Rock Pile, Deadfall Tree, Brush Pile)	35	EA	\$750	\$26,250	
Pond Boulder Shoreline Treatment	1,250	CY	\$200	\$250,000	75% of pond perimeter, 30" dia. To 48" dia.
Fishing Pier	90	LF	\$600	\$54,000	
Stream Creation at Canal Diversion	1,300	LF	\$60	\$78,000	Does not include canal diversion box or diversion t stream
Fish Cleaning Station	1	EA	\$25,000	\$25,000	With water and sewer connections
Native Wetland Sod	10,000	SF	\$9	\$90,000	
			<b>Sub Total:</b>	<b>\$1,356,050</b>	
5% MOBILIZATION	1	LUMP SUM	\$67,803	\$67,803	
2% SURVEY	1	LUMP SUM	\$27,121	\$27,121	
10% CONTINGENCY	1	LUMP SUM	\$135,605	\$135,605	
		<b>Grand Total:</b>		<b>\$1,586,579</b>	

**PREVIOUS EXPENDITURES SINCE FY 2015**

Previous expenditures				
Source	Cash	In-kind	Total	Year
USEPA 5-STAR	\$50,000	\$56,378	\$106,378	2015
West Jordan Personnel		\$10,206	\$10,206	2015
UDWR Personnel		\$2,004	\$2,004	2015
National Park Service Personnel		\$18,866	\$18,866	2015
Phase I Design Contract	\$188,225		\$188,225	2016
ISM FY16	\$19,281		\$19,281	2016
WRI FY 16	\$25,000		\$25,000	2016
Tree Fund	\$3,000		\$3,000	2017
JRC Large Grant	\$81,000		\$81,000	2017
JRC Community Connections	\$58,000		\$58,000	2017
UDAF ISM FY17	\$43,464		\$43,464	2017
RMP Noxious Weeds	\$5,000		\$5,000	2017
WRI FY 17	\$60,000		\$60,000	2017
<b>TOTALS</b>	<b>\$532,970</b>	<b>\$87,454</b>	<b>\$620,424</b>	

Proposed funding sources - West Jordan Big Bend Urban Fishery						
	Year	2018	2019	2020	3-YR Total	notes
Source						
West Jordan*		\$60,000	\$70,000	\$70,000	\$200,000	Contracting, design and oversight
UDWR			\$185,000	\$95,000	\$280,000	Pond amenities
UDWQ		\$36,000	\$36,000	\$36,000	\$108,000	For wetlands around edges and WQ
USFWS		\$150,000	\$50,000	\$50,000	\$250,000	For irrigation system
TRCC grant		\$250,000	\$250,000	\$250,000	\$750,000	Pond amenities
Total					\$1,588,000	

- The attached is for the construction of the urban fishery pond. The West Jordan share is low because it will be designing and constructing the access road and parking lot for the facility. Once designed, this cost is expected to be approximately \$250,000 to \$350,000.



NOT FOR CONSTRUCTION

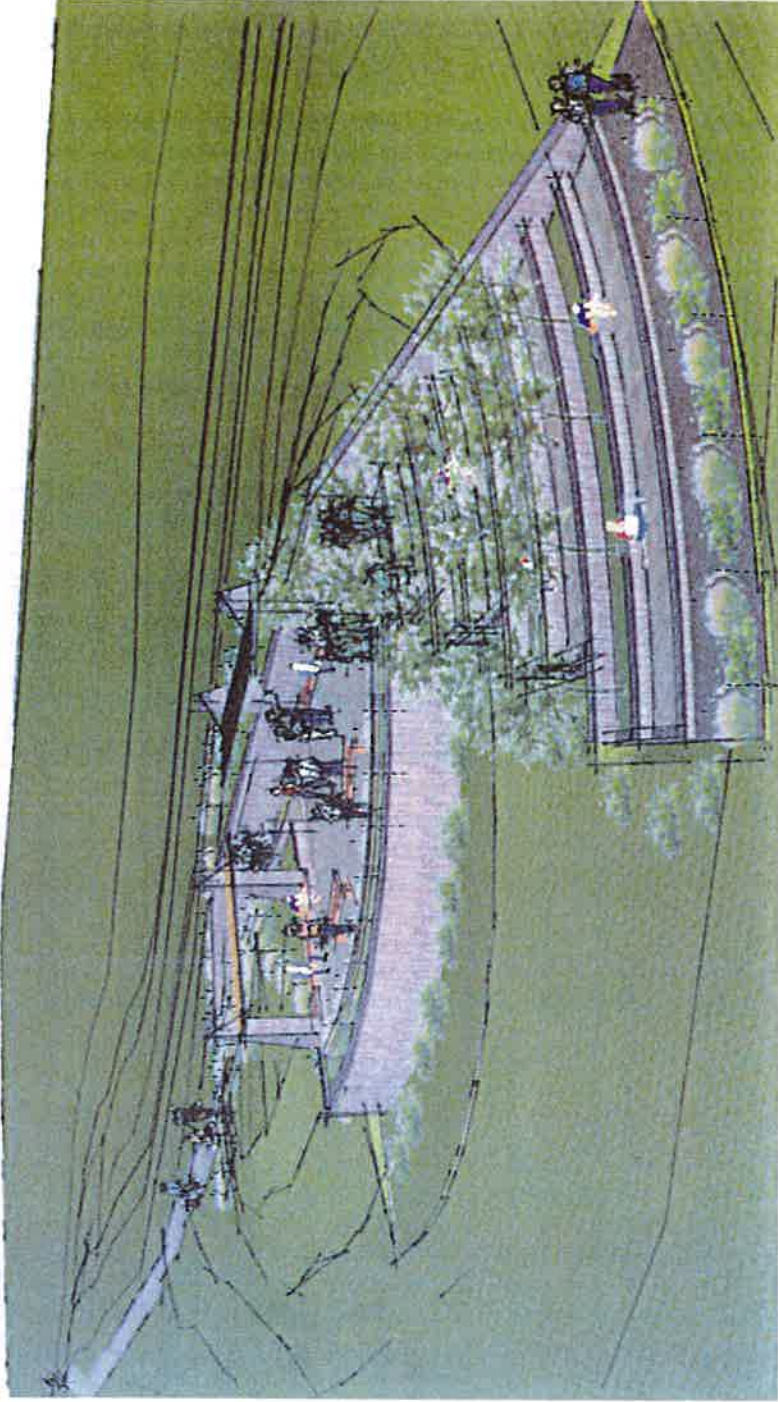
Big Bend Habitat Restoration Project  
 Alt 1 - Site Grading Plan  
 Meander Channel and Full  
 Floodplain

WEST JORDAN

RIVER

newell

DI

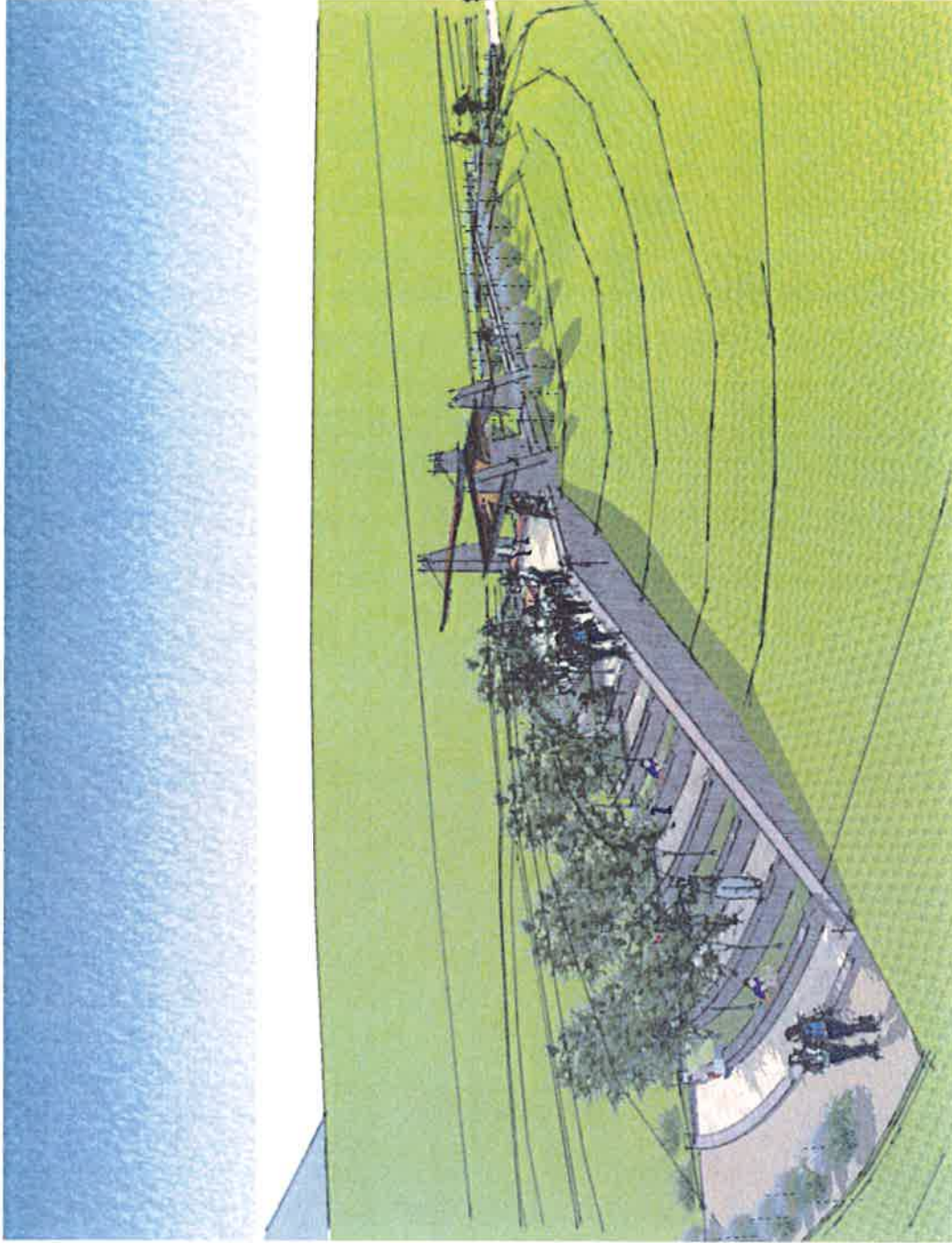


"ICON" STRUCTURE V3.1  
Aerial View from Northeast



Big Bend Habitat Restoration - West Jordan, UT





"ICON" STRUCTURE V3.1  
 Aerial View from Northwest

peters  
 +newell

Big Bend Habitat Restoration - West Jordan, UT



**EXHIBIT B**  
TRCC Reimbursement Form

Invoice # \_\_\_\_\_



## TRCC Reimbursement Form

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

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



**EXHIBIT C**  
TRCC Project Status Report

