



CONTRACT/AGREEMENT DOCUMENT APPROVAL

Interlocal Cooperation Agreement for Wide Hollow Trailhead
Contract or Agreement Title

Salt Lake County
Vendor Name

Receiving \$670,000.00
Contract Price

DEPARTMENT: Engineering
PROJECT MANAGER: Heidi Shegrud
ORIGINATION DATE:
ASSIGNED GL#: 20-47-618
BOND REQUIRED
INSURANCE REQUIRED
BID SUMMARY INCLUDED
JUSTIFICATION INCLUDED
DOES THIS AGREEMENT CONTAIN CONFIDENTIAL INFORMATION? No

Brief Description of Contract/Document: Interlocal Cooperation Agreement to receive \$670,000 from the county for the Wide Hollow Trailhead project.

ORDER OF NECESSARY APPROVALS:

DATE 3/23/23
REQUESTOR/MANAGER Blake Thomas
DATE 3/23/2023
DEPARTMENT DIRECTOR - REVIEWED AS TO CONTENT (REQUIRED)
DATE 3/27/23
LEGAL - APPROVED AS TO FORM (REQUIRED)
DATE 3/30/23
FINANCE - FISCAL REVIEW (REQUIRED) (contingent - see note)
DATE 3/30/23
ASSISTANT CITY MANAGER (REQUIRED)
DATE 3/30/23
CITY MANAGER (REQUIRED)
CITY RECORDER - ATTEST (AFTER ALL APPROVALS)

RECORDS MANAGEMENT:
Records Retention Schedule
File Number
Destruction

# Wide Hollow Trailhead

## Master Plan

Project Number	0136-00
Project Year	2023
Project Category	Trails
Project Type	Capital Project
Department	Parks
Division	Parks & Recreation
Useful Life	
Age	0
Annual Project	No
Priority	Normal
Average Priority Score	81.3

## Status

Phase Construction

## Project Location

Wendy spoke with Kyle and Nathan regarding this project and moving up the construction timeline. There is fund balance available in Park Impact Fund to advance project. However, Kyle discussed with Bryce that the water fund cannot cover the \$200K stipulated in the TRCC project worksheet, and project/funding request can only move forward if the TRCC funds can be used to cover the water portion (this was not brought up during the initial meeting).



## Project Description

Construct the Wide Hollow Trailhead. Project has been fully designed. Project was bid in 2021 where bids came in much higher than anticipated and City Council did not approve the project. Readdress design to potentially reduce cost.

## Project Justification

## Associated Development

## Funding Details

Update	Funding Source	Original/CO	Prior	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Future
Update	Park Impact Fee	Original	\$0	\$0					\$1,600,000	\$0	\$0	\$0	\$0	\$0
		<b>Total</b>	<b>\$0</b>	<b>\$0</b>					<b>\$1,600,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Estimated Cost Details

Update	Expenditure Type	Original/CO	Prior	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Future
Update	Construction	Original	\$0	\$0					\$1,600,000	\$0	\$0	\$0	\$0	\$0
		<b>Total</b>	<b>\$0</b>	<b>\$0</b>					<b>\$1,600,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Notes/Comments

County Contract No. \_\_\_\_\_  
DA Log No. 23CIV000438

## 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 its Department of Community Services ("County") and the **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. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in its Herriman City application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Herriman City Wide Hollow Trailhead (the "Project"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

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

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

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

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

A. Contribution of TRCC Funds. County agrees to reimburse **six hundred seventy thousand dollars (\$670,000.00)** to City from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

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

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

B. Allowable Uses and Limitation on Use.

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

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

C. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **December 31, 2024**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. City shall expend all TRCC Funds received

under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2024**. Additionally, if City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023 and December 31, 2024**.

F. Request for Reimbursement. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2024**.

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

I. Public Funds and Public Monies:

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

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

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

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

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

L. Representations.

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

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

### 3. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

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



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

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

I. Termination.

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

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

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

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

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

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

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

(c) Terminate this Agreement.

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

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

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

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

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

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

O. Amendments. This Agreement may be amended, enlarged, modified, or altered

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

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

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

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

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

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

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

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

**SALT LAKE COUNTY:**

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

Dated: \_\_\_\_\_, 2023

***Approved by:***

**DEPARTMENT OF COMMUNITY SERVICES**

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

Dated: \_\_\_\_\_, 2023

***Reviewed and Advised as to Form and Legality:***

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

Digitally signed by Craig  
J. Wangsgard  
Date: 2023.03.10 15:47:36  
-07'00'

*[Signatures continue on next page.]*

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

**HERRIMAN CITY**

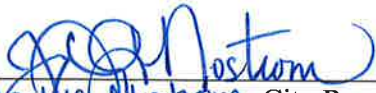
By 

Name: Nathan Cherpeski

Title: Herriman City Manager

Dated: March 30, 2023

Attest:

  
Jackie Nystrom, City Recorder  
Date signed: March 30, 2023



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

CITY ATTORNEY

By 

Name: Matthew J. Brooks

Dated: 3/23/2023, 2023

**EXHIBIT A**  
Application

Salt Lake County  
Community Services  
TRCC

**TRCC 2022 Support Program Application (2023 County budget)**

Deadline: 7/6/2022

**Herriman City  
Wide Hollow Trailhead**

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

**\$ 670,000.00** Requested

Submitted: 7/6/2022 3:00:26 PM (Pacific)

**Project Contact**

Wendy Thomas

[wthomas@herriman.org](mailto:wthomas@herriman.org)

Tel: 8017270949

**Additional Contacts**

none entered

**Herriman City**

5355 W Main St  
Herriman, UT 84096  
United States

Telephone 801-446-5323

Fax

Web [www.herriman.org](http://www.herriman.org)

**City Manager**

Nathan Cherpeski

[ncherpeski@herriman.org](mailto:ncherpeski@herriman.org)

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

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

**Project Overview**

**1. 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 TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

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

**2. Please select the Planning Area of Salt Lake County where the project is located.**

Please refer to the SLCo Planning Areas Map in the Resources section above 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 2020 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 to

the south and bordering unincorporated Salt Lake County lands to the west. With the recent annexation of Olympia, the City encompasses slightly more than twenty three 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 time, it included a pioneer fort located near the crossing of Main Street and Pioneer Street called Fort Herriman. Early residents made their living by dryland farming and through sheep and cattle ranching while others worked in the 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 residents in 2000 to 51,681 in 2018. Growth was particularly rapid between 2010 and 2018 and is expected to remain high through 2040. The City recently annexed approximately 900 additional acres known as Olympia, which is anticipated to add an additional 15,000 residents to the City over the next twenty years.

Herriman City has been successful in partnering with outstanding community partners to offer 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 Summary**

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

Over the past five years Herriman City has been diligently working toward creating a regional singletrack trail system in the area known as the Herriman Hills. As the population continues to grow in the Southwest area of Salt Lake County, we continue to experience growth in number of users that utilize the trail system for exercise, team training, contemplation and relief from day to day pressure. As with most parks and open space, we experienced a tremendous uptick in use during the COVID-19 pandemic and have not experienced or expect to experience a decrease in trail use. Our users include equestrian users, hikers and mountain bikers of all ages and abilities. Our trail system is the primary training ground for five high school mountain biking teams that are exploding in popularity.

Our trail system is currently accessible through two primary trailheads which are located at Blackridge Reservoir and Butterfield Park. Other access points are available through neighborhood trail access points or side streets. The Juniper Canyon Eastern Trailhead, partially funded through TRCC funding, is currently under construction and is scheduled to be completed in the fall of 2022. The Wide Hollow Trailhead Project is a critical addition to our Hillside plan, as it adds an additional trailhead on the west side of the City.

The Wide Hollow Trailhead Project is designated as a Class 1 Trailhead in the 2020 Herriman City Parks, Recreation, Open Space and Trails Master Plan. The trailhead includes 89 parking stalls, restrooms, a water fountain, dog waste stations, kiosks, a bicycle repair station and access to the expanding Herriman Hills Primitive Trail System and Bonneville Shoreline Trail. The project also includes a vertical 510 linear foot Challenge Staircase with 258 treads traversing from the trailhead to one of the ridge lines emanating from South Mountain.

The trailhead provides additional access to the primitive trail system from the west side of the City, which will be our fourth trailhead that will provide access to 2,313 acres of preserved open space and 16.2 miles of single track trail that is used by hikers, mountain bikers and equestrian users.

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

The Wide Hollow Trailhead fulfills several of the PRT Principles:

To ensure legacy of parks and recreation throughout the County:

The Herriman Hills Regional Trail System and Open Space is a regional draw in the Southwest corner of Salt Lake County, providing free recreational opportunities to residents and guests. Unobstructed views of the Salt Lake Valley and the Wasatch



Mountains can be seen from our peaks. Because much of the property was purchased using Army Compatible Use Buffer funding from the Department of Defense or to fulfill developer open space requirements the property will remain open space in perpetuity, it will never develop.

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

The Herriman City Trails Committee has been an integral part in the design, funding and maintenance of our primitive trail system. Our local mountain bike teams participate in trail clean up and maintenance and regularly provide feedback for areas of improvement.

To enable and enhance the development of parks, recreation and trails systems:

The construction of the Wide Hollow Trailhead and Challenge Staircase will both enable and enhance the continued development and use of the trail system and will provide access to the area from the west side of the city. With four access points, users will dissipate to different areas of the trail system. We are not aware of any other Challenge Staircases in Utah and we strongly believe the addition of this amenity will bring a unique and desirable recreation destination to the region and the State. The trailhead also provides the addition of a much needed restroom facility to our trail system.

To reflect and address the current and future needs of communities throughout the County:

People love trails and continuously ask for more. This was clearly identified in our 2020 Parks, Recreation, Open Space, and Trails Master Plan, which identified trails as the most requested amenity and also the amenity that residents wanted to spend the most funding on. The same findings are indicated in the Salt Lake County 2015 Parks & Recreation Facilities Master Plan.

To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams:

The Wide Hollow Trailhead and Challenge Staircase is shovel ready. We have found that our trailheads, trails and open space are lower maintenance and more sustainable operationally than other types of parks and amenities. We also find that we attract a large number of volunteers to help with clean up and repair of trails, which helps with long term maintenance and operation of the trail system.

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

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

The 2020 Herriman City Parks, Recreation, Open Space & Trails Master Plan conducted a statically valid survey with Herriman City residents which overwhelmingly supported trails and open space. Trails and trail amenities were the number one amenity requested in the survey and residents were more likely to allocate funding to trails and trail projects than any other recreational amenity.

Staff also conducted two public open houses specific to this project and the feedback was overwhelmingly supportive. The few concerns that were expressed were mitigated through engineering and a traffic study.

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

The 2020 Herriman City Parks, Recreation, Open Space and Trails Master Plan identified the size and location for trailheads throughout Herriman City. City staff went through several exercises with the project consultant, Bowen Collins, to identify the correct size of the trailhead, the number of parking spaces and layout of the trailhead. The natural slope of the mountain lends itself to a staircase incline, thus providing the perfect spot to add that amenity.

Data obtained from Strata indicates over 6,000 individual users since the trail connections were made in 2018. These are primarily mountain bike users and trail runners. We anticipate that number to be exponentially higher when hikers and equestrian users are factored in.

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

The Herriman City mission is to provide courteous and efficient service to the public, preserving community identity and promoting a high quality of life. Herriman City prides itself on its park and trail system, preservation of open space and unique recreational amenities and events. This project preserves the community identity of open spaces and quality parks and trails as well as promoting a high quality of life for residents through improved access to active recreation opportunities.

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

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

*Support Program.*

Herriman City Council had originally allocated \$800,000 from Park Impact Fees to the project but the project came in over budget which caused the project to be shelved until additional funding could be secured. The funding will need to be carried over to the 2023 fiscal year, which will be conducted during a budget amendment should the TRCC funding be approved. Cash flow and all reimbursements will be handled by our finance department.

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

Herriman City has been successful in working with the Utah Office of Outdoor Recreation, Salt Lake County and the State of Utah to obtain additional funding for projects. The TRCC Grant awarded \$1.1M in 2019 for the Juniper Canyon Trailhead, which was rescinded due to the COVID-19 pandemic and reinstated in 2022. Staff have received an additional \$150,000 toward the Juniper Canyon project from the Utah Office of Outdoor Recreation.

In addition to City staff raising additional project funds, a new non-profit organization has recently been formed, Friend of Herriman Parks, Trails, Arts and Culture that will assist the City in fundraising for projects associated with parks, trails, arts and culture.

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

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

The City does believe that this amenity will add to what has already become 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.

## Project Details

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

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

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

**13. Type of consulting services**

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

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

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

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

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

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

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

**17. What is the site location of your project?**

*Please provide as specific of location details as possible.*

6608 W Wide Hollow Road, Herriman, Utah 84096

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

*Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.*

The current facility is raw land and is owned by Herriman City the deed has been uploaded in the documents tab.

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

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

Because our bids have expired, we will need to go back out to bid. If awarded TRCC funding, we anticipate going out to bid in the late winter/early spring 2023 and starting construction as soon as possible thereafter. We anticipate the construction schedule to take six months, depending on availability of labor and supplies.

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

*If needed, budget plan may be uploaded to the Documents tab.*

Future capital maintenance and operating expenses will be budgeted through the Parks Department Budget, which is adopted on an bi-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 just over \$4.2 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:

2024: \$8,000 in maintenance, possible repair costs or replacement

2025: \$8,000 in maintenance, possible repair costs or replacement

2026: \$8,000 in maintenance, possible repair costs or replacement

2027: \$15,000 in maintenance, possible repair costs or replacement, possible extra parking lot maintenance or replacement of staircase treads

2028: \$9,000 in maintenance, possible repair costs or replacement

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

Wendy Thomas, Assistant City Manager

Involved with the construction of the following park projects in Herriman: Creek Ridge Park, L & L Hamilton Park, Arches Park, Juniper Canyon Recreation Area, Herriman History Park at Hidden Oaks, Herriman K9 Memorial Dog Park

Trail projects: Eric's trail, Eric's alt trail, Midas Creek Trail, Hidden Oaks Trail, Rose Creek Trail

Heidi Shegrud, Landscape Architect

Project manager for Creek Ridge Park, L & L Hamilton Park, Herriman History Park at Hidden Oaks, Herriman K9 Memorial Dog Park, Juniper Canyon Recreation Area East Trailhead, multiple park strip projects and detention basin projects.

Anthony Teuscher, Associate Director of Parks, Recreation and Events

Involved with Creek Ridge Park, L & L Hamilton Park, Juniper Canyon Recreation Area East Trailhead, Herriman K9 Memorial Dog Park,

Bryce Terry, Assistant City Engineer, recently promoted, has mostly worked with road and utility projects including the Herriman Main Street project

Bowen Collins & Associates, consultant with over 45 years of experience in water, wastewater, site civil, structural, industrial, electrical and environmental services

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

*Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.*

This has been uploaded in the 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 also upload above mentioned construction information documents to the Documents tab.*

This has been uploaded in the documents tab.

24. Type of tourism promotion services

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

25. Goals and objectives of tourism promotion services

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

26. Scope of Work, including expected deliverable and timeline

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

27. Payment schedule for the promotional work and expenses

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

**Documents** [top](#)

**Documents Requested \***

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources

Required? **Attached Documents \***



[Wide Hollow TRCC Budget Worksheet](#)

section above)

[download template](#)

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



[Park Maintenance and Operation Budget](#)

[Park Impact Fee Budget](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)



[Wide Hollow Public Open House Comments](#)

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

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

[Wide Hollow Traffic Study](#)

[Final Cost Estimate Bowen Collins](#)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[Deed](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

[Stamped Plan Set](#)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

[ACME Bid for Construction](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

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

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**EXHIBIT B**  
Program Budget



## TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 1,685,000.00
Total Funding Sources	\$ 1,015,000.00
County Funding Requested	
<b>Projected Surplus/(Deficit)</b>	<b>\$ (670,000.00)</b>

Date: March 7, 2023

Project Name: Wide Hollow Trailhead

Applicant Name: Herriman City

Contact Name: Wendy Thomas

Contact Email: [wthomas@herriman.org](mailto:wthomas@herriman.org)

### Project Budget:

Projected Cost	Detail
\$ 1,400,000.00	Construction plus owner's contingency
\$ 95,000.00	Design, Construction Administration by Bowen Collins
	Permits/Fees
	Equipment > \$5,000
	Administrative Overhead
\$ 190,000.00	Contingency
	Other
<b>Total Project Budget \$ 1,685,000.00</b>	

### Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 815,000.00	\$ 200,000.00	\$ 1,015,000.00	Herriman City Park Impact Fees, \$200,000 is from Water Enterprise Fund
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
<b>Total Funding Sources \$ 815,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 1,015,000.00</b>		