

RESOLUTION NO. R2022- 01

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
AND SALT LAKE COUNTY REGARDING TRCC FUNDS

WHEREAS, the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601.1 et seq. (TRCC Act) authorizes Salt Lake County to receive TRCC funds to be used for development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities;

WHEREAS, the TRCC Act allows those funds to be distributed to the City;

WHEREAS, the City applied for and has been awarded TRCC funds to reimburse monies it spends on the construction and improvement of Columbus Park (now named Bickley Park);

WHEREAS, the City and Salt Lake County are both public agencies and defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq.;

WHEREAS, the City and Salt Lake County agree that it is in the best interests of both agencies to enter into an interlocal cooperation agreement to govern the use of the TRCC funds;

WHEREAS, the attached interlocal cooperation agreement (the "Agreement") between the City and Salt Lake County requires an amendment to the budget for the current or future fiscal year;

WHEREAS, the Interlocal Cooperation Act requires the officer vested with the executive power of the City to sign all interlocal cooperation agreements; and

WHEREAS, the Interlocal Cooperation Act requires approval of an interlocal cooperation agreement by the legislative body if the agreement requires a budget amendment for a current or future fiscal year or if it provides for acquisition or construction of a facility or an improvement to real property;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South Salt Lake, that pursuant to the Interlocal Cooperation Act it approves the interlocal cooperation agreement in the attached "Exhibit A," which governs TRCC funds to be provided by Salt Lake County to The City of South Salt Lake and authorizes the Mayor to sign on behalf of the City.

The effective date of the Agreement shall be the date as indicated in the Agreement.

(signatures appear on separate page)

DATED this 26 day of January 2022.

BY THE CITY COUNCIL:

/s/ Sharla Bynum

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum:	<u>Yes</u>
deWolfe:	<u>Yes</u>
Huff:	<u>Absent</u>
Mila:	<u>Yes</u>
Pinkney:	<u>Yes</u>
Siwik:	<u>Yes</u>
Thomas:	<u>Yes</u>

ATTEST:

Craig D. Burton
Craig D. Burton, City Recorder



Exhibit A

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF SOUTH SALT LAKE

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 SALT LAKE**, 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 construction of an all-inclusive playground at City's Columbus Park. 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 2021 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 three hundred twenty-five thousand dollars (\$325,000.00) 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 **September 30, 2022**, 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, 2022.**

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

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.

[Signature Pages to Follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2021

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Holly Yocom
Department Director

Dated: _____, 2021

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

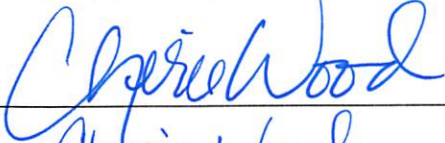
Craig J.
By **Wangsgard** _____
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
Date: 2021.11.18 14:06:30 -07'00'


[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF SOUTH SALT LAKE

By 
Name: Cherie Wood
Title: Mayor
Dated: January 31st, 2022

Attest:


Craig Burson, City Recorder
Date signed: 1/31/22

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

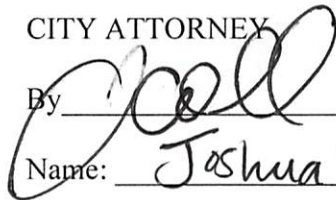
By 
Name: Joshua T. Collins
Dated: January 28, 2021 2022

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 Salt Lake Columbus Park and Playground for All

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

\$ 325,000.00 Requested

Submitted: 7/15/2019 2:50:00 PM (Pacific)

Project Contact

Sharen Hauri

shauri@southsaltlakecity.com

Tel: 801.464.6771

Additional Contacts

shauri@ssl.com,shauri@ssl.com

City of South Salt Lake

220 E Morris Ave #200
South Salt Lake, UT 84115
United States

Mayor

Cherie Wood

mayor@southsaltlakecity.com

Telephone 801.464.6757 - Mayor's
Office
Fax 801.483.6060
Web www.ssl.com

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.

South Salt Lake's population of 25,000 is among the most diverse socially and economically in Utah. The City has grown from a first-tier suburb of single family homes to a burgeoning urban village with a new downtown and streetcar neighborhood on the rise. The city has fully embraced its niche, offering varied and affordable housing that attracts a diverse demographic. We are growing at 3% (approx. 750 residents) annually. This includes close to 1,000 new housing units in SSL along the S-Line, which is approximately ½ mile away from the proposed park.

The city continually expands parks and programs to build a better quality for life to residents. Our parks, recreation programs, and youth and family programs are recognized for their quality, low-cost and accessibility from every neighborhood. This

includes 5 adult rec leagues, 9 youth leagues, and 14 after-school program locations at schools, partner buildings and 3 at city-operated community centers. The Columbus Center is the heart of it all and a true gem.

The Columbus Center was first an elementary school and converted in the 1970s into the first school for people with disabilities in Salt Lake before becoming a community center in the year 2000. The Center has always welcomed everyone – of every ability, age, interest, ethnicity and country of origin. Today, the library, senior center, recreation and after-school programs have patrons ages 0 to 100 years old and from dozens of countries around the globe.

Programs at Columbus include the nationally-recognized Promise SSL program to support youth from cradle to career. Using a "collective impact" approach and over 100 partners, it serves 1,750 youth and their families annually. The Columbus Center is home to two distinct Promise Centers. First, the Hser Ner Moo Center, named after a young refugee girl whose tragic murder brought our community together, promising that no child will slip through the cracks again. This was the foundation of our Promise SSL program. The Hser Ner Moo Center moved from the South Parc apartments to Columbus in 2018 to better serve the families. The second, the Best Buy Teen Tech Center, opens in August 2019 with a focus on bringing technology to youth who do not have access to it. The free program, open to any teen, encourages self-directed projects to learn tech tools, practices and habits with hands-on maker activities, a music studio and computer-based learning. Columbus Center partners and programs have requested outdoor program space for years. A playground and picnic area have topped the requests. There has always been a commitment to designing programs for all-comers, thus the inclusivity became the theme of the park and playground.

The city acknowledged the need to build a park at the Columbus Center in its 2015 Parks Master Plan. The city began to lease a portion of the adjacent private property in 2013 for a small sports field and was able to purchase it in 2017. The Columbus Park is the end goal of our patient planning.

4. Project Description.

Columbus Park has a unique mission to encourage play and socializing between people of different abilities, ages, and backgrounds. It is designed to bring people together to play and socialize together in a range of games, play equipment and settings that anyone can access. It continues the tradition of the Columbus Center of welcoming all, and to support interaction between diverse populations. This park will enhance the Columbus Center as a destination, as a highlight of a trip to the library or for time together after picking up a child from after-school program.

We envision grandparents taking kids here to play together, sharing a swing or playing cornhole. We picture a family with kids of different abilities enjoying a friendly game of hoops. We see Promise SSL kids playing broom ball or four square. We imagine seniors watching the action on the playground while having an outdoor pancake breakfast. We welcome organizations that serve people with disabilities to take outings here and enjoy activities at their own speed.

The inclusive park includes:

- All-abilities play zone with all smooth fall surface that is easy to walk on
- Fenced concrete mini sport court
- Shaded seating and picnic areas
- New walkways to the building and adjacent outdoor spaces
- Hands-on gardening beds (veggies, herbs and flowers)
- Fenced turf mini sports field (completed)

We are preparing to demolish the existing home to be ready for construction. Schematic designs are ready, except for selecting play features, and can be brought to construction documents by January 2020 to bid and construct in mid 2020.

The city has contributed \$215,000 toward the projects in FY 2020 (through June 30) and can commit the additional \$100,000 to complete the full project after July 1, 2020. The funding is from impact fees and are currently uncommitted. The city invested \$500,000 in the property purchase in 2017, bringing the total project value to approximately \$1,160,000.

Columbus Center is a 43,000 sf facility on 4 acres. The purchase of Columbus Park property added 1 acre of new green space. This proposal adds 0.5 acres for casual recreation and socializing to the already built 0.5 acre fenced mini-sports field.

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

South Salt Lake's goals for parks and recreation align closely with the County's 2015 Parks Master Plan and PRT program goals. The key applicable principles are:

1. To ensure legacy of parks and recreation throughout the County.

The Columbus Center is a legacy facility for both the city and county. Programs and partners have adapted over time, but the Columbus Center will always remain a community institution.

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

streams.

This project is "shovel ready" and could be brought to bid within 30 days of funding. The project can be phased to suit funding. A TRCC grant would ensure the project could be completed in one phase in 2020.

The park property and Columbus Center are currently maintained by SSL and can be integrated easily into current operations

3. To value the need for addressing the wide-range of facility types and trends

Columbus Park will provide new recreation opportunities to three underserved populations: 1. People with disabilities, 2. Seniors and older adults, 3. Low-income populations.

More information about the needs of these special populations and how the park supports them is further described in Question 7 about needs of our community.

Just as we expect existing Columbus programs will expand and diversify programs to take advantage of the park, we are also hopeful that people who find the park will find and begin to use the existing free services at the Columbus Center. We will encourage partners to use of Columbus Park. This project is unique in being highly accessible to people who often don't frequent parks.

4. To support projects which enhance the ability of parks, recreation and trails organizations to improve, expand and/or sustain programming.

We initiated this project so our existing programs could bring curriculum and activities outdoors, and to also attract new programs. SSL Recreation is working with SL County Adaptive Recreation to bring adaptive programs to Columbus Center.

5. To encourage projects that foster collaboration, regional partnerships and shared funding.

Columbus Center patrons hail from a relatively wide area due to the number of programs and long history. SSL provides Salt Lake County library and senior center free rent at Columbus. Other partners include English Skills Learning Center, Granite School District early-learning, DWS, Office of Refugee Services and many more. We believe it will strengthen all of these collaborations and programs.

Columbus Park is expected to have a higher than average impact for a city park because of its highly accessible and visible location, coupled with existing programs that intend to utilize it.

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.

As outlined in the city's 2015 Parks, Open Space, Trails and Community Facilities Master Plan, South Salt Lake is experiencing strong demand for additional park space and amenities. The City's planning goals, which are advanced by this project, include:

1. Increase park acreage to keep pace with population growth and reach a long term goal of 2.5 acres per 1,000. The city has a very low 1.6 acres per 1,000 residents versus the County average of 6.7 per 1,000.
2. Increase percentage of residents within ¼ mile of a park from 75% to 100%.
3. Add amenities to existing facilities.

SSL has a wide funding gap due largely to its size and incomes. While ZAP funding routinely passes in the county (77% approval in 2016), the City of South Salt Lake has had two parks bonds fail recently, one by 5 votes in 2011 and one by 50 votes in 2015. The city knows the appetite for parks and trails exists, but persistent attitudes toward new taxes among a lower-income demographic is an obstacle that has yet to be overcome. SSL successfully adopted Parks Impact Fees in 2016 and leverages these funds to the greatest extent possible to speed up progress. Funding toward new parks has averaged \$1 million/year for the last decade in a roughly 50%-50% mix of city funds and other funds.

South Salt Lake's greatest challenge is poverty. Its impacts, particularly on health strike the young, old and disabled disproportionately. We promote good mental health and physical activity as the foundation for other poverty-reducing efforts. High-quality public open spaces that are truly open and accessible to all make a difference.

The community has been involved in Columbus Park's visioning and design. Residents participated in the 2015 Parks master plan and 2016 park design process. Partners are involved now through design meetings. Letters of support are included from: Work Activity Center and Promise SSL. Additional support has been expressed by the SL County Senior Center, SL County Columbus Library, and SL County Adaptive Recreation, but letters were not included to avoid any conflict of interest.

Poor neighborhoods are often characterized by low access to parks. South Salt Lake is no different, with what may be the lowest per capita park acreage (1.6 per 1,000) in the county. This combined park and community center is dominated by programs and services that are free and designed to offer additional support to those with income limitations.

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

Please include attendance data.

This park is tailored to the Columbus Center and its unique regional draw. The design accounts for the daily facility users and targets their needs. It also considers the offerings at other city parks (sports fields, trails, traditional playgrounds, nature play, pavilion rentals) to propose something different.

Columbus Center has an average 500 visitors daily at the Senior Center (57 daily, 363 enrolled), Library (367), Promise SSL programs (75), classrooms (30), recreation gym (30), and Teen Tech Center (capacity 30). Classrooms and outdoor spaces can be rented by the public. Columbus is used for community events including Veteran's Reception, Halloween Spooktacular, Breakfast with Santa, Daddy Daughter Dance, Senior Ball, the Mayor's State of the City address, Chamber of Commerce luncheons, performances and celebrations. These events attract up to 1000 visitors at one time. Last November, the Columbus Park green space was used for a candlelight vigil honoring fallen police officer David Romrell. It is where our community comes together.

Providing more interesting and equitable opportunities for people with disabilities is a rising priority in this country. The US Census Bureau has found that nearly 1 in 5 people has a disability. 11.5% of South Salt Lake's population has identified as having a permanent disability (2017 US Census) and the number is likely higher given the prevalence of disabilities in low-income populations.

Another rising trend is infrastructure for an aging population. South Salt Lake has a high frequency of non-traditional households, including multi-generational families (often from another country), grandparents as primary caregivers; and senior living facilities. Our senior center has a large refugee patronage, with close to half of the daily attendees hailing from other countries. This project offers intergenerational activities and supports aging in place. The SL County Senior Center at Columbus is involved in the design process.

This project offers smaller scale, non-competitive sports recognizes the trends in recreation for people to seek lifelong and social recreation activities. SSL's recreation department has been discussing opportunities to add Salt Lake County adaptive recreation programs to the Columbus Center to better serve this geographical area. This park complements the indoor gym and auditorium space that can be programmed. SL County Adaptive Recreation staff is involved in the design process.

Columbus Park will fill a geographic service gap, which is critical as many SSL residents and Columbus patrons do not drive because of age, ability, income or language/education barriers. This park is within walking distance (1/2 mile) of about 4,000 housing units. The closest all-abilities playground is at Liberty Park, 3 miles away. The closest senior center with outdoor space is Millcreek Community Center, 4 miles away. Seniors can get a bus ride to Columbus, making this a highly accessible park

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

South Salt Lake describes itself as a "city on the move" in its efforts towards revitalization and building a safe, clean and beautiful community. Mayor Cherie Wood launched the Promise South Salt Lake initiative in 2012 with the intention of changing the future of the community by changing the odds for every single person in it. The city set three strategic goals or "promises" representing our highest hopes for our residents. 1. Every child has the opportunity to attend and graduate from college 2. Every resident has a safe, clean home and neighborhood, and 3. Everyone has the opportunity to be healthy and prosper. Every city department and program holds these promises as their mission.

This project supports all three of these promises by supporting people who come to Columbus Center for a wide range of reasons. It also contributes positively to the neighborhood and city's green infrastructure. And, it expands the opportunities for community partners to continue to serve the unique needs of their clients in SSL.

Providing more interesting and equitable opportunities for people with disabilities is a rising priority in this country. It is no surprise, given that the US Census Bureau has found that nearly 1 in 5 people has a disability. 11.5% of South Salt Lake's population has identified as having a permanent disability (2017 US Census) and the number is likely higher given the prevalence of disabilities in low-income populations.

Another rising trend is infrastructure for an aging population. South Salt Lake has a high frequency of non-traditional households, including multi-generational families (often from another country), grandparents as primary caregivers; and senior living facilities. Our senior center has a large refugee patronage, with close to half of the daily attendees hailing from other countries.

Poor neighborhoods are often characterized by low access to parks. South Salt Lake is no different, with what may be the lowest per capita park acreage (1.6 per 1,000) in the county. This combined park and community center is dominated by programs and services that are free and designed to offer additional support to those with income limitations.

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

Funding for this project has been budgeted by the City of South Salt Lake as follows:

1. Property acquisition-General Fund
2. Design-Impact Fees

3. Construction – Impact Fees

10. Document your ability to raise additional project funds.

The city has additional available impact fees, which can be requested at any time in the fiscal year since they are dedicated to parks and not part of the general fund budget.

If TRCC funding is approved, the Administration (Mayor) will request an additional \$115,000 of Impact Fees (available) to commit to this project to complete the entire park in one phase.

Current funding in hand assumes only Phase 1 and no TRCC funding. The city can provide additional match to make a 50-50% funding match with the County.

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

The city has an annual capital improvement fund budget, as well as a parks impact fee account and budget. This will come from one or both of these sources in a single year with no long-term commitment.

Maintenance and operations are a separate issue, and are manageable within the city's existing budget. The city currently maintains the property and can add the features with a small addition to the facilities operations budget. Please see Question 20 and the maintenance budget attached to this application.

Programming will happen from within the budgets of entities who wish to use the space.

12. Please specify type of funding you are requesting

- Consulting
- Capital
- Other:

Consulting Applicants

13. Type of consulting services

NA

14. Goals and objectives of consulting services

NA

15. Scope of Work, expected deliverable and timeline

NA

16. Payment schedule for the work and expenses.

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

NA

Capital Applicants

17. What is the site location of your project.

The park property is at 2508 S 500 E, north of the Columbus Center on the SSL boundary (500 East), surrounded by Salt Lake City on 3 sides. Millcreek City is 1 mile away. It is served by UTA bus and is ½ mile from a streetcar. stop

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

Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).

The city owns the entire park property, as well as the Columbus Center facility and site.

19. What is the overall project timeline?

The city will bid the project in early 2020 and build in mid-2020. The goal for completion is August 2020 to coincide with the start of the school year, when kids return to our programs. The city has begun the demolition process of the home.

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's Public Assets Department manages maintains all city buildings and parks. Columbus Park will be managed by the department and a funding/staffing increase will be requested to accommodate the new facility. A Capital Maintenance Budget has been included in our application and shows annual maintenance and operations coming from the General Fund. This

budget and includes a projected capital maintenance/repair budget for 5 years, which would come from the city's Capital Improvements Fund as needed. Please see Columbus Park Maintenance Plan, attached to this application.

The city budget shows the overall city budgets for Public Buildings (10-50-110-xx), Parks (10-67-110-xx) and management costs as a part of the Public Assets budget. (10-64-110-xx)

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

This project will be managed by Sharen Hauri, Urban Design Director. She has worked in this role for South Salt Lake for 8 years. With a background in architecture and landscape architecture, she is project manager and fundraiser for major city capital projects and leads many long-range planning projects for community development. She is project manager for all park, trail, and community facility capital improvements in the city, with budgets ranging from 25,000 to \$1,000,000, leading projects from concept design to construction.

Aaron Wiet, Recreation Department Director will coordinate discussions with user groups and partners to ensure elements support the programs intended to be here. They are also working with the SL County Adaptive Recreation team to increase offerings both indoors and outdoors at the Columbus Center.

Joaquin Garcia, Facilities Supervisor, will be reviewing designs and providing input on layout functionality, maintenance requirements, and product selection to ensure it fits seamlessly into park operations systems.

The financial and grant fund reporting components will be handled by Crystal Makin, Deputy Finance Director. Crystal Makin has been the South Salt Lake Staff Accountant for 3 years. She has a Master's in Accounting and has been a licensed CPA for 10 years. She manages grant funds for all city departments, including nearly \$2 million annually for our Promise SSL programs. She verifies billings, tracks revenue and expenditures while ensuring that all funds are administered in compliance with Federal, State and Local grant regulations.

Dennis Pay will manage all engineering reviews and inspections. has been the City Engineer for 13 years and has also performed the duties of Public Works Director. He is the lead on master planning and construction for city infrastructure projects and led the city's Street Lighting Master Plan. With a BS in Civil Engineering and 29 years of experience, he is lead engineer on city public works projects, including lighting. He has significant experience working with federal, state and local funds applied to infrastructure projects at both a local and regional scale.

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

Please upload above mentioned architectural documents (document tab).

The application attachments include site plans, schematic designs illustrations and concept-level materials. The design is discussed in the "Project Description" section.

The park "framework" is largely decided and the following items are near-final:

1. walkways and tree plantings from 500 E and Stephie Marie to the north building entrance
2. playground location (size may be adjusted)
3. sport court location (size may vary)
4. turf areas, planting bed areas, and trees to preserve
5. lighting locations
6. signage location
7. lighting types and locations
8. existing sport field and fence

The park features are still concepts and will be discussed with partners, users, and neighbors. This includes:

1. playground features
2. sport court design and features
3. other amenities, including, but not limited to: garden beds, pergola, water feature
4. locations and types of site furnishings (benches, picnic tables)
5. lighting fixtures
6. fencing
7. Plant selection
8. Irrigation design

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).

The application attachments include Construction Budget, prepared by the landscape architect

The budget includes soft costs (design, permitting). There is no LEED planning.

The construction budget includes a 20% contingency. If costs still exceed the budgeted funds, we will value engineer the project and/or seek additional city funding from city park impact fees.

Budget Details [top](#)

Project Budget

Line Descriptions	Capital	Consulting	Other	Detail
Total Project Budget	626110	31015		Survey, landscape architecture
Funding Currently in Place	200000	18000	115000	Phase 1 (\$128,000) in hand. Phase 2 (\$115,000 request of city for design+construction if TRCC approved
County Funding Requested	325,000			50%-50% match with city funds for both Phases.

Project Financial Information Detail

Financial Detail	Capital	Consulting	Other	Detail
Cash On-hand	200000	18000		City funding-Impact fees and engineering services
Pledges - Unrestricted				
Pledges - Restricted				
Pledges - Pending or Projected	115000			Additional impact fee funding, reserved, pending grant award
In-Kind Donations				
General Obligation Debt				
Bond Issue				
Capital Reserve				

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.

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

Attached Documents *

- Required? [SSL Parks Master Plan 2015](#)
- [SSL Parks Goals Summary 2015](#)
- [Support Letter-Work Activity Center](#)
- [Columbus PSSL Partners](#)
- [Support Letter - Promise SSL](#)

[2508 S 500 E Deed](#)

- [Columbus Park Schematic Design](#)
- [Columbus Park Illustrations](#)
- [Columbus Center Building Plan](#)
- [Columbus Map and Site Plan](#)

- [SSL Columbus Park Cost Estimate](#)
- [Columbus Park Maintenance Plan](#)

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.



[SSL Capital Improvements Budget](#)

[Parks Operations Budget](#)

[SSL Parks Impact Fees](#)

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

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EXHIBIT B
TRCC Reimbursement Form



TRCC Reimbursement Form

Submittal Date:					
Contract Number:					
Organization Name:					
Project Name:					
Contact Name:					
Phone Number:					
E-Mail:					
				Guidelines:	
				* Invoices or detailed receipts required	
				* Sales orders accepted with proof of payment only	
				* Quotes will not be accepted	
				* Sales tax will not be reimbursed	
				* Administrative overhead will not be reimbursed	
Item #	Date	Invoice #	Vendor Name	Description	Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				Total Request for Reimbursement	\$ -

EXHIBIT C
TRCC Project Status Report



TRCC PROJECT STATUS REPORT

Recipient Organization: _____

Contact Name: _____

Phone Number: () - _____ Email Address: _____

TRCC Project Name: _____

Reporting Period: From: _____ To: _____ Annual Final

Project Status

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

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

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

Anticipated Completion Date: _____

Explanation:

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

Recipient Contribution: \$ _____

TRCC Grant: \$ _____

Other Grants or Contributions: \$ _____ Name: _____

\$ _____ Name: _____

Total Funding Available: \$ _____ Current Budget: \$ _____

Explanation:

Signature: _____ Date: _____