



CONTRACT APPROVAL COVER SHEET

CONTRACT NO: _____
(RECORDER ONLY)

Contract Title: Canal Trails Interlocal Agreement

Approval Signature Required:

Contract Analyst:	<small>DocuSigned by:</small> <u>Susan Stengel</u> <small>D0C23A41D234492...</small>	Date:	<u>5/31/2023</u>
City Attorney's Office:	<small>DocuSigned by:</small> <u>Garrett Wikoy</u> <small>A3B40D4A13734D1...</small>	Date:	<u>5/31/2023</u>
Department Head:	<small>DocuSigned by:</small> <u>Adam Olsen</u> <small>DE0B006CFD2343D...</small>	Date:	<u>5/31/2023</u>
City Manager:	<small>DocuSigned by:</small> <u>Matt Dahl</u> <small>886E05BB3D05476...</small>	Date:	<u>5/31/2023</u>

Requesting Department: Community Development
 City Contact Name: Aubrey Ruiz
 Project/Contract Name: Canal Trails Interlocal Agreement
 Budget Amount: \$240,000.00 TRCC Award

Bid Information:

Bid Type: N/A
 Bid Exception: _____
(i.e: Sole Source, Professional Services, etc.)
 Bid/Exception Date: _____
 Council Approval Date: 5-16-23 Resolution No. 2023 R-19

Party/Vendor Information:

Name: Salt Lake County
 Contact: _____
 Telephone: _____
 Email: _____
 Contract Purpose: Canal Trails Interlocal Agreement
 Begin Date: Upon execution of Interlocal Agreement
 Termination Date: 12/31/2025
 Renewal Option: None
 Other Documents Required: _____ Due Date: _____

OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.): _____

RECORDER ONLY

DATE RECEIVED: _____

DATE SCANNED TO ONBASE: _____ INDEX: _____

CONTRACT APPROVAL COVER SHEET

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APPROVAL:

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I further certify that the draft agreement is complete and includes all exhibits, attachments, and pages.

Signed: _____ Date: _____

Name: _____

Title: _____

**MIDVALE CITY
RESOLUTION NO. 2023-R-19**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN MIDVALE CITY AND SALT LAKE COUNTY**

WHEREAS, Midvale City (the City) seeks to develop Midvale’s canal trails system and establish it as a much-needed recreational opportunity to the residents of the city; and

WHEREAS, the City is currently conducting a Canal Trails Feasibility study which will result in the objectives, which will guide the development of the canal trails along the East Jordan and Salt Lake City canals; and

WHEREAS, the City applied for funding through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to support the development of bicycle and pedestrian trails along the East Jordan and Salt Lake City canals; and

WHEREAS, Salt Lake County approved the City’s application for funding and awarded the City \$240,000.00 for the development of canal trails; and

WHEREAS, The City will utilize the \$240,000.00 awarded through the TRCC Support Program as the matching funds required for the TIF Active Funding program which will provide the remaining \$600,000.00 to make up the total project cost; and

WHEREAS, the City seeks to use the awarded TRCC funds to implement the Midvale City Canal Trails Project; and

WHEREAS, Salt Lake County has prepared an Interlocal Agreement for the administration of the TRCC Support Program.

NOW THEREFORE BE IT RESOLVED, the City Council of Midvale City, Utah, hereby approves the Interlocal Agreement regarding the TRCC Support Program, between Midvale City and Salt Lake County and authorize the Mayor to execute the agreement.

Passed and Adopted by the City Council of Midvale City, State of Utah, this 16th day of May, 2023.



ATTEST:

Rori L. Andreason
Rori L. Andreason, MMC
City Recorder

Marcus Stevenson
Marcus Stevenson,
Mayor

Voting by the City Council:	“Aye”	“Nay”
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Contract No. _____
DA Log No. 23CIV000437

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

Midvale 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 **Midvale 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 Midvale City application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Midvale Canal Trails (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 **two hundred and forty thousand dollars (\$240,000.00)** 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. If City fails to make and expend such a matching contribution prior to **December 31, 2025**, 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, 2025**.

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, December 31, 2024 and December 31, 2025**.

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, 2025**.

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. Digitally signed by
By **Wangsgard** Craig J. Wangsgard
Date: 2023.03.10
14:48:02 -07'00'
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

MIDVALE CITY

DocuSigned by:
By Marcus Stevenson
C940B48D66064ED...

Name: Marcus Stevenson

Title: Mayor

Dated: 5/31/2023, 2023

Attest:

DocuSigned by:
Rori Andreason
85494C6D7E9947E
Rori Andreason, City Recorder
Date signed: 5/31/2023



Approved as to Form and Legality:

CITY ATTORNEY

DocuSigned by:
By Garrett Wilcox
A3B40D4A13734D1...

Name: Garrett Wilcox

Dated: 5/31/2023, 2023

EXHIBIT A
Application



Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

Midvale City Midvale Canal Trails

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

\$ 240,000.00 Requested

Submitted: 7/6/2022 3:58:11 PM (Pacific)

Project Contact

Aubrey Ruiz
mdahl@midvale.com
Tel: 8015677211

Additional Contacts

kandrus@midvale.com;
nrockwood@midvale.com, aruiz@midvale.com

Midvale City

7505 S Holden St
Midvale, UT 84047
United States

Telephone 801-567-7211
Fax
Web

City Manager

Matt Dahl
mdahl@midvale.com

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.

Midvale is a city roughly six square miles in area located in the center of the Salt Lake Valley. It is home to a population of approximately 34,000 residents, with the work week daytime population increasing by roughly 30,000. Midvale has many large

employers including corporate headquarters for Overstock.com, Savage Industries, FLSmidth and CHG Healthcare. Midvale's slogan, "In the Middle of Everything", is a reflection of its central location in the Salt Lake Valley, and its connections to other parts of the Valley and the Wasatch Front by a variety of modes of transportation. Midvale is located at the intersection of I-15 and I-215 and has three TRAX stops with direct access to UTA's north-south line and the Mid-Jordan line. In Spring of 2004 Midvale City adopted a trails masterplan that identified future trail opportunities throughout the city. During the planning process, residents expressed a strong desire to further develop Midvale's trail system, specifically along streams and canals.

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.

Midvale City is requesting \$240,000 to help fund the development of bicycle/pedestrian trails along the East Jordan and Jordan and Salt Lake City Canal right of ways as part of its goals to improve active transportation in the City. At present Midvale City in partnership with UDOT, WRFC and Cottonwood Heights are conducting a canal trail feasibility for the two previously mentioned trails. UDOT has provided funding for the study. In support of this overall project, WFRC has also committed to provide funds in the amount of \$600,000 to see the construction of these trails come to fruition. The objectives deriving as a result of this study will inform the city and other stakeholders on how best to develop and construct these trails into a recreational opportunity which will connect stable residential neighborhoods to significant commercial, educational and recreational centers across the city.

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

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

The trails envisioned by this project will provide residents access to two new close to home recreation opportunities, while strengthening the connection to housing, shopping, employment, recreation, and other centers important in everyday life without requiring widespread redevelopment or displacement of existing residents and businesses. In addition, this project will strengthen mobility connections to existing UTA bus routes and provide a safe travel corridor connecting stable residential neighborhoods to community locations and growing commercial and neighborhood centers. Few north-south, off-street connections exist in central and eastern Midvale, this project would be a significant step towards providing alternative routes for individuals who walk or bike.

To support projects which address the need for proper maintenance and/or upgrades of existing facilities as well as the construction of new facilities

The canals are underutilized land intersecting the city primarily through residential neighborhoods, and along school boundaries. Designing the trails and its surroundings to create an active transportation corridor will connect stable residential neighborhoods to significant commercial, educational, and recreational centers across the City.

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

Midvale City has partnered with UDOT develop and fund a feasibility study for the two proposed canal trails and WFRC has commitment to provide funds in the amount of \$600,000 to see the results of said study come to fruition in the form of two fully constructed canal trails. Midvale city will also work with representatives from the Canyons School District, Salt Lake County Parks and Recreation, UDOT, UTA, and prominent business/property owners within close proximity of the proposed canal trails as stakeholders and champions. Each of these stakeholders have interests in this project and their continued support is necessary to fully realize the project's objective.

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.

Midvale City adopted a trails master plan in 2004 that identified the development of canal trails as a future trail opportunity. During the planning process, Midvale residents expressed a strong desire to further develop Midvale's Trail system specifically along the Jordan River and the East Jordan and Jordan and Salt Lake City Canal. This Trails Master Plan was incorporated as part of the City's 2016 General Plan. The City city also partook in the Mid-Valley Active Transportation plan effort which developed the backbone of a regional active transportation network in Salt Lake County. These trails have been identified as opportunities within this plan. Lastly, Midvale City was recommended funding to both employ a canal trail feasibility study on East Jordan and Jordan and Salt Lake City Canal and to construct the proposed canal trails as a result of the aforementioned 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 development of bicycle/pedestrian trails along the East Jordan and Jordan and Salt Lake City Canal right of ways will provide a much-needed recreational opportunity to the 34,000 residents who live in the city. In addition, these canals will provide these same residents connectivity to key destinations within the city. The Shops at Fort Union is a great example: by connecting this regionally significant commercial and employment center to a trail that also runs through nearby neighborhoods, residents have the option to choose their preferred transportation method to get to work, go out to eat, or visit nearby shopping opportunities. Other key destinations along these trails include housing developments, churches, schools, and parks. All of these destinations are currently only accessible by the street network, which can be intimidating for users that aren't driving. Providing safe alternatives encourages residents to explore alternative transportation methods, such as walking or bicycling, to reach their favorite destinations.

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

Midvale City's vision recognizes that Midvale is a diverse community of vibrant, distinct neighborhoods located in the center of the Salt Lake Valley and connected to the region by a network of transportation systems. As a result of this Vision, Midvale City's general plan calls for continued efforts to provide and improve parks, recreation, active transportation routes, and open space facilities as important assets of an active community. To fulfill this objective Midvale City must pursue methods to address the recreational needs that account for the City's current and future development conditions. The trails proposed as part of this project, will allow both current and future residents to access close to home recreation opportunities, while strengthening the connection to housing, shopping, employment, recreation, and other centers important in everyday life without requiring widespread redevelopment or displacement of existing residents and business.

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.

Midvale City will use general fund and capitolly fund fund balance to cover the overhead costs.

10. Document your ability to raise additional project funds.

Midvale City have already been awarded grant funds from TIF Active Funding in the amount of \$600,000. the requested 240,00 in this application is the required matching funds Midvale City will need to provide to move this project forward.

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

The canals are underutilized land intersecting the city primarily through residential neighborhoods, and along school boundaries. Designing the trail and its surroundings to create an active transportation corridor will connect stable residential neighborhoods to significant commercial, educational, and recreational centers across the city. In developing these canal trail systems, the city hopes to turn what is currently underutilized into a recreational asset that will provide the much needed connection to economic cores and community assets. As a result, there will be increased equitable access to these various centers which will play a positive role in the economic and social livelihood of the community.

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.

the Jordan/Salt Lake Canal and the East Jordan Canal

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.

At present, Midvale City is working with UDOT to conduct a feasibility study for the two proposed trails. This study will determine the ownership of these canals and will work with the associated canal companies to enter into agreements regarding the use and construction of the trails.

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.

At present, Midvale City is working with UDOT to conduct a feasibility study for the two proposed trails. As a result of this study, will be a scope of work including an estimated timeline of completion. This study is expected to be complete by spring of 2023.

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.

At present, Midvale City is working with UDOT to conduct a feasibility study for the two proposed trails. This study will detail the estimated cost for ongoing maintenance of the two trails.

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

Nate Rockwood – Community Development Director

Nate has 13 years of federal, state, and local grant experience working as the Budget, Debt & Grants Director, and the Redevelopment Director of Park City Municipal Corporation. Nate has managed multiple federal grants from the EPA, FTA, USDA, DOJ, and other agencies including CDBG funding. He has extensive training in grant management. He also oversaw the Park City Public Services Grant Program, which provided more than \$1M per year to over 30 local non-profit organizations. Nate has a strong belief in supporting and developing arts and culture initiatives as a way of building an inclusive community and promoting community-based redevelopment. He has extensive experience with the Park City Main Street development and business community. He was the creator and project lead of the Park City Arts and Culture District, working to develop an arts and culture hub for the City with the Kimball Art Center and Sundance Institute as joint development partners. The Arts District will be the location of the new Kimball Art Center and Sundance Institute headquarters and will include affordable housing, artist maker spaces, community plaza spaces and theater, a transportation hub and culinary arts center & food hall. Nate has degrees in History and Sociology from San Jose State University and an MPA from BYU with emphasis in public finance and state and local government management.

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.

A map of the two trails has been uploaded to 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.

n/a

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 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

REQUIRED: Evidence of local support and

Required? **Attached Documents ***

[TRCC Project Budget Worksheet](#)

[FY 2021 General Fund](#)

[FY2022 General Fund](#)

[FY2020 General Fund](#)

[TENTATIVE FY2023 General Fund](#)

[Midvale Mayor Letter of Support](#)

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)

[WFRC Letter of Support](#)

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

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

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

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)

[Proposed Trails](#)

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

TOURISM PROMOTION (REQUIRED): Detailed project budget

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 840,000.00
Total Funding Sources	\$ 600,000.00
County Funding Requested	\$ 240,000.00
Projected Surplus/(Deficit)	\$ -

Date: March 7, 2023

Project Name: Midvale Canal Trails

Applicant Name: Midvale City

Contact Name: Aubrey Ruiz

Contact Email: aruiz@midvale.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 840,000.00	
Consultants/Professional Services		
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	\$ 840,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand			\$ -	
Pledges			\$ -	
Grants	\$ 600,000.00		\$ 600,000.00	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 600,000.00	\$ -	\$ 600,000.00	