

**INTERLOCAL COOPERATION AGREEMENT**

*between*

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

*and*

**Copperton**

**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 **Copperton**, 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 City’s application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Copperton Park Upgrade (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, cities, 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 up to **Seventy-Seven Thousand Eight Hundred and Thirty (\$77,830.00)** to City from its 2024 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. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **March 31, 2025**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If

City fails to make and expend such a matching contribution prior to **March 31, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. 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. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2025**. Additionally, if it is later determined that City used 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.

F. 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, 2024 and June 30, 2025**.

G. 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 in the 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.

H. 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).

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, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. 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.

K. 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: \_\_\_\_\_, 2024

*Approved by:*

DEPARTMENT OF COMMUNITY SERVICES

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

Dated: \_\_\_\_\_, 2024

*Reviewed and Advised as to Form and Legality:*

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

Digitally signed by  
Craig J. Wangsgard  
Date: 2024.05.14  
14:16:44 -06'00'

*[Signatures continue on next page.]*

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

**Copperton**

By 

Name: Sean Clifton

Title: Mayor

Dated: 5/20/24, 2024

Attest:

\_\_\_\_\_, Recorder

Date signed: \_\_\_\_\_

*Approved as to Form and Legality:*

CITY ATTORNEY

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

**EXHIBIT A**

Scope Change Request Form and Amended Application



**TRCC Scope Change Request**

**TRCC 2023 Support Program Application (2024 County budget) Amended**

Deadline: 03/26/24

Copperton Metro Township

**Copperton Park Upgrade Project**

**Project Contact**

**Name:** Kayla Mauldin  
**Email:** KMauldin@msd.utah.gov  
**Phone:** (801) 381-2663

**Additional Contact**

**Name:** Sean Clayton, Mayor  
**Email:** seanclayton@coppertonutah.org  
**Phone:** (801) 615-3900

**Scope Change Request**

*Provide a brief summary and reason for the Scope Change Request. The Project Summary and Scope of Work sections below should be used to provide details about the updated project or program.*

Copperton's original submittal for park improvements included resurfacing the existing tennis courts for pickleball courts and replacing the existing horseshoe pit with a new tennis court. Since submitting its application, the Copperton Council made a request that the horseshoe pit be preserved in its current location. Instead of resurfacing both tennis courts for pickleball courts, the community has proposed replacing just one of the tennis courts with four pickleball courts. This scope change preserves the horseshoe pit, saves one tennis court, and adds four pickleball courts.

Since September, when Copperton presented to the TRCC Board, two other opportunities have arisen for Copperton Park. Copperton is requesting that the TRCC Board allow them to use excess funds from the preservation of the horseshoe pit to invest in other improvements at the Park. The first opportunity is the near completion of Copperton's Active Transportation Plan. The draft Active Transportation Plan proposes new gateway improvements at the historic Utah Copper Company sign which is located at the northwest corner of Copperton Park. If implemented, the improvements would draw increased attention to this historic site, introduce new seating and public space, and slow traffic entering the park area (increasing overall safety for park users).

The second opportunity that Copperton would like to leverage is Rio Tinto Kennecott's removal of the old Railroad Switch Yard just south of Copperton Park. During the removal process, staff from Rio Tinto worked with Copperton planning staff to preserve signage and other historic elements that would be of interest to the Copperton community. These artifacts are now set aside and awaiting placement in the community. Integration of a few of the pieces into Copperton Park would increase cohesion between the historic Utah Copper Company sign and the rest of the park. The signs could also be used to

**Current Project Status**

*Explain the current project or program status, including next steps.*

Copperton eagerly awaits the decision of the TRCC Board. Once the final scope of the project is approved, Copperton will send the combined improvements out to bid, with the addition of pickleball courts being the highest priority improvement. Copperton will select its contractor(s) through an RFP process. The community plans to publish its RFP at the beginning of April and select a contractor by the beginning of May. Implementation should occur June-September, and all work will be completed by the end of 2024.

April 2024: distribute RFP for Copperton Park Improvements, as approved by TRCC Board.  
May 2024: select contractor(s).  
Summer / Fall 2024: improvements are implemented.  
Fall / Winter 2024: all work is completed and staff submits reports to TRCC Board.

**Project Summary**

*Provide an overview of the project or program that explains its purpose, what has changed, and what it aims to accomplish (include who, what, when, where, cost).*

The Copperton Park Upgrade Project envisions making moderate changes to the amenities currently available in Copperton Park. The intent is to upgrade park amenities in order to better reflect the current desires and activities of residents and visitors. The original application for this project proposed resurfacing the existing tennis courts for eight pickleball courts and replacing the old park horseshoe pit with a new tennis court. However, after Copperton submitted its application and presented to the TRCC Board, a few Council members requested that the existing horseshoe pit be preserved. The amended scope for this project includes preserving the horseshoe pit and one of the tennis courts, resurfacing another tennis court for four pickleball courts, expanding the gateway entrance at the northwest corner of the park consistent with the drafted Active Transportation Plan, and integrating historic artifacts from the old rail switch yard into the park. In addition to expanding the activities offered at Copperton Park, these upgrades would provide new opportunities for residents and visitors to engage with the history of Copperton and the mining industry in Utah.

Copperton still intends to achieve this project with minimal disturbance to surrounding facilities, including the restrooms, basketball court, street hockey / multi-use court, and playground. Copperton is asking for \$77,830 from the TRCC project to support this project. The community is able to offer a \$25,000 match, which is just over 24% of the total project cost. Copperton's match will come from its Capital Fund and has already received approval from the MSD Board. The project cost and Copperton's committed match remains unchanged from the community's original application.



**TRCC Scope Change Request**

**TRCC 2023 Support Program Application (2024 County budget) Amended**

Deadline: 03/26/24

Copperton Metro Township

**Copperton Park Upgrade Project**

**Local Support and Community Need**

*Provide a list of local support and/or community need for the amended project or program. This may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.*

Councilwoman Stitzer made the request for the horseshoe pit to be preserved and was supported by additional members of the Council. As a result, Copperton submitted a request to amend its project scope. The community located several other opportunities to use the funding allocated from the TRCC Board. The main project task of adding pickleball courts for a growing number of users will still be accomplished.

One of the tasks requested in the amended scope of work is derived from the Copperton Active Transportation Plan, as drafted. The Plan's recommendations were not yet available when Copperton submitted its application. Now, Copperton has access to the Plan's proposed projects and conceptual renderings. One of the proposals addresses the northwest corner of Copperton Park and would be a great way to celebrate the Plan's completion and kick-off implementation. The project creates a pronounced entrance at the historic Utah Copper Company sign. It proposes curb extensions to slow down traffic and create additional public space. The public space would include new seating and other elements to draw attention to the sign and the park. A conceptual rendering of this improvement was shared with the public at a January 20th Open House and Walking Tour, where it received positive feedback from participants. The project was also included in a follow-up survey to the community and continued to receive support.

At the January 20th workshop, planning staff also shared that Rio Tinto Kennecott would be donating artifacts from the decommissioned railroad switch yard. Participants were excited about the potential for these remnants of Copperton's history to have a permanent home in the community.

**Organizational and Community Needs**

*Provide evidence that your amended project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data, if available.*

The community does not have visitation data for Copperton Park. The proposed facility changes are sized in order to limit disturbance to surrounding amenities. The existing tennis courts can be refinished to accommodate one tennis court and four new pickleball courts at 20 feet by 44 feet. The entrance improvements in the northwest corner of Copperton Park will be sized to accommodate seating and slow traffic, while still leaving ample space for vehicles to pass and snowplows to navigate the intersection.

These facilities are likely to be adequate for serving the needs of Copperton's residents. It is possible that residents from adjacent municipalities will also travel to the community to use the new pickleball courts. The courts may not meet this regional demand for long. Fortunately, there is additional space within Copperton Park to expand (if needed). The Park Upgrade Project can serve as a first phase, with future amenities coming as needed or as proposed by the Parks & Recreation Master Plan which will be updated this year.

**Scope of Work**

*Describe the scope of work, including the requested scope change, expected deliverables, and updated timeline.*

Summer / Fall 2023: While waiting to hear on the status of their application, Copperton sorted out ownership and maintenance responsibilities for Copperton Park. Copperton has full ownership of the Park and shares maintenance responsibilities with SLCo Parks and Recreation. During this time, Copperton also went to the MSD Board of Trustees and received approval for their local match of \$25,000.

Winter 2023/2024: Copperton received notice of the funding award. During this time, Copperton also requested a scope change on the Park Upgrade Project.

March 2024: Copperton will present its requested scope change to the TRCC Board.

April 2024: Following approval from the TRCC Board, Copperton will publish and RFP for the Copperton Park upgrades.

May 2024: Copperton will select its contractor(s) for the work to be performed.

Summer / Fall 2024: Resurfacing of the tennis court and addition of the pickleball courts will take place. The improvements to the northwest corner of the park will be installed. Artifacts from the rail switch yard will be incorporated into the Park.

Expected deliverables include: one resurfaced tennis court, four new pickleball courts, curb extensions at the intersection of Park Street and Freeman Gulch Way, a new lighting fixture at the the northwest corner of Copperton Park (at the curb extensions), three new benches at the northwest corner of Copperton Park (at the curb extensions), three railroad artifacts installed in the park.

Anticipated outcomes include: ability of Copperton residents to engage in pickleball games within their own community, greater attention given to the park's northwest corner and the historic Utah Copper Company sign, increased safety for park users (slowed traffic at the northwest intersection), and greater recognition of Copperton's unique heritage.

**TRCC Project Budget Worksheet**

*Provide an updated project budget worksheet that includes the amended project or program.*

Salt Lake County  
Community Services  
TRCC

**TRCC 2023 Support Program Application (2024 County budget)**

Deadline: 6/16/2023

**Copperton Metro Township  
Copperton Park Upgrade Project, PRT**

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

**\$ 77,830.00** Requested

Submitted: 6/16/2023 4:31:49 PM (Pacific)

**Project Contact**

Kayla Mauldin

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**Additional Contacts**

none entered

**Copperton Metro Township**

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**Mayor**

Sean Clayton

[seanclayton@coppertonutah.org](mailto:seanclayton@coppertonutah.org)

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

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

**Project Overview**

**1. Please select your support program category:**

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 list the project address if it is different than your business address. If the addresses are the same, then write "n/a".**

8700 10305 S, Copperton, UT 84006

**3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.**

Copperton incorporated as a Metro Township in 2017. Copperton's legislative body is the Metro Township Council. Copperton is also served by a Planning Commission. As a Metro Township, Copperton pools its revenue with other communities in order to fund municipal services. These services are provided through the Greater Salt Lake Municipal Services District (MSD), and include planning and development services, addressing, finance, and other administration. Through the MSD, Copperton contracts with Salt Lake County for Parks & Recreation, Animal Control, and Public Works services.

In 2021, Copperton was home to 1,042 residents (ACS 5-Year Estimates, 2021). Over 41% of the population was composed

of youth (under the age of 18) and seniors (over the age of 65). 18.6% of the population identifies as Hispanic / Latino (ACS 5-Year Estimates, 2021).

Copperton was first established as a company town for the Utah Copper Company. The original layout of the community has remained largely the same, including the central park space, which was dedicated in 1927. Many residents still work at the copper mine, now owned by Rio Tinto Kennecott, and they occupy homes that were constructed for miners and their families.

Copperton Metro Township has the important task of protecting the health, safety, and welfare of today's residents. This task is made more difficult by funding constraints and a lack of full-time municipal staff. The community eagerly applies for grants to help supplement its funding gaps and achieve critical technical support for needed community projects.

#### **4. Please provide us with your 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.*

The Copperton Park Upgrade Project envisions making moderate changes to the amenities currently available in the southern portion of Copperton Park. In recent years, the park's tennis courts have received less use, with residents picking up new activities, such as pickleball. A horseshoe pit, hidden behind trees in the southwest corner of the park, also receives little use. Because Copperton Park is the primary gathering place for the community, it is essential to upgrade these spaces to better serve residents.

Through the Park Upgrade Project, Copperton plans to resurface and restripe its existing tennis courts to provide pickleball courts. Eight new pickleball courts can fit within the footprint of the existing tennis courts. The community then wants to remove the existing horseshoe pit, and replace it with a single, fenced tennis court. All other amenities on the site would remain the same. Copperton hopes to achieve this project with minimal disturbance to surrounding facilities, including the restrooms, basketball court, street hockey / multi-use court, and playground.

Copperton is asking for \$77,830 from the TRCC project to support this project. The community is able to offer a \$25,000 match, which is just over 24% of the total project cost. Copperton's match will come from its Capital Fund. The match will be considered unsecured until Copperton receives confirmation of a funding award. After that time, the community can request its annual capital project funds through the Greater Salt Lake Municipal Services District.

#### **5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.**

*Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.*

This project proposes improvements to an existing park space within Copperton, UT. The site serves Copperton's 1,042 residents, all of whom live within 0.3 miles of the park's border. However, Copperton Park also has regional significance. Copperton Town Days is a beloved summer event featuring music, local artisans, classic cars, and food trucks; people come from all over the County for the event, which boasts one of the largest car shows of the summer. In addition, Copperton Park has been proposed as a possible tie-in trailhead location for several regional trails, including the West Bonneville Shoreline Trail and the Bingham Creek Trail. Improvements to the park will help to bolster Salt Lake County's entire recreational network long-term.

In the existing Salt Lake County Parks & Recreation Master Plan (2015/2021), Copperton falls within the Southwest Planning Area. The 2021 update to the plan took place right before pickleball became popular in the region. Unfortunately, the County does not set a standard for how many courts should be available. However, at the time, only 6 existed in the entire Southwest Planning Area. The 2015/2021 Master Plan does recommend adding more tennis courts. However, with a need presented for both pickleball and tennis courts, losing one tennis court and gaining eight pickleball courts instead seems a worthwhile trade. The County's plan does not identify horseshoe pits as a needed amenity. Thus, replacement of this underutilized space with something more meaningful to the community and region is recommended.

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

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

The 2020 Copperton General Plan, the first prepared since the community's incorporation in 2017, highlights the importance of preserving and enhancing Copperton Park. Residents recognize the park as the informal center of their community. Children regularly walk and bike to meet their friends at this location, adults host family gatherings, and the community organizes its annual festivals here. In the General Plan, the community proposed an action item to re-zone the park from its Single-Family Residential designation to a specific Parks and Open Space Zone, in order to preserve the amenity for years to come.

Copperton's General Plan also speaks to the success of prior efforts to expand and improve the park's amenities. For example, during the public engagement process, residents praised the park's new mining-themed playground which paid tribute to the community's history while adding new activities for children (pg.49). A Connectivity Ordinance prepared for Copperton following a recommendation from the General Plan proposes future street networks that tie into the historic community, with Copperton Park still at the center.



In the few years since the General Plan was adopted, the community has received additional requests for park amenities - most notably, pickleball courts. Residents have complained about having to drive away from their community in order to find the facilities. Even then, courts are in such high demand, that the wait times often limit access for those wanting to play. Residents have recognized that the park has space to accommodate this growing sport, and they are eager to see change implemented.

**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 community does not have visitation data for Copperton Park. The proposed facility changes are sized in order to limit disturbance to surrounding amenities. The existing tennis courts can be refinished to accommodate eight pickleball courts at 20 feet by 44 feet. The site of the existing horseshoe pit offers just enough room for a single, fenced-in tennis court (with one existing tree removed).

These facilities are likely to be adequate for serving the needs of Copperton's residents. It is likely that residents from adjacent municipalities will also travel to the community to use the new pickleball courts. The courts may not meet this regional demand for long. Fortunately, there is additional space within Copperton Park to expand (if needed). The Park Update Project can serve as a first phase, with future amenities coming as needed or as proposed by the Parks & Recreation Master Plan which will be updated this year.

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

Copperton has little room for expansion. The amenities that exist in the community have existed for nearly 100 years. The governing body of Copperton is charged with making the most of what's available, in order to protect public health, safety, and welfare. Furthermore, the governing body and its partners are responsible for implementing the vision of the General Plan. This vision paints a picture of Copperton Park that requires occasional changes and improvements, so the park retains its place as the literal and figurative center of the Copperton community. Implementing these park upgrades is essential in meeting the recreational needs of Copperton residents, ensuring the long-term significance of Copperton Park, and contributing to the County's regional recreational networks (including expanding pickleball facilities and enhancing future trailheads for regionally-significant trails).

**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.*

Copperton Metro Township recognizes that the TRCC Support Program is a reimbursement grant. If awarded, Copperton will incorporate the local match amount into its annual capital budget request. This request has to be approved by the MSD Board of Trustees. However, the MSD's revenue sharing typically allows for the highest priority projects for each community to be funded.

All project costs will be invoiced to Copperton Metro Township either by Salt Lake County Parks & Recreation, or by a different service provider if Parks & Rec does not take on the project. Because Parks & Rec is already a contracted service provider for Copperton, the process for invoicing and making payments is established and efficient. Funding would be transferred from Copperton to Parks & Rec (following authorization by the Metro Township) by the Greater Salt Lake Municipal Services District, which handles the administration of funds for all member communities. If awarded, reimbursement payments would be sent to the Greater Salt Lake Municipal Services District, to be placed back in Copperton's General Fund.

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

Copperton does not expect significant overages on this project, since the scope of the project is limited. However, additional funds can be secured from Copperton's General Plan as needed. Some funding may also be available from local partners, such as the Bingham Canyon Lion's Club or Copperton Community Council.

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

This project is not expected to have significant financial impact on the Metro Township. If capital funds are used toward the local match, it may result in a sidewalk or stormdrain project being postponed. However, the consequences of a year-long postponement are minimal. Once the park upgrades are installed, maintenance costs should remain consistent with what they were prior to installation. Copperton Metro Township contracts with Salt Lake County Parks & Rec for parks maintenance.

## Project Details

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**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

**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. 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.*

An existing site layout is included in the Documents Tab. This section of Copperton Park currently has a basketball court, restrooms, horseshoe pit, playground, tennis courts, and a field hockey / multi-use court. The Park Upgrade Project proposes replacing the existing tennis courts (2) with pickleball courts (8), and replacing the existing horseshoe pit with 1 tennis court.

These facilities are located on the southern edge of Copperton Park, adjacent to Hillcrest Road. Ownership of the site is complicated. Rio Tinto Kennecott is the official owner of the parcel, while Salt Lake County owns the remainder of the park (north of the restrooms). Copperton pays for liability insurance and other costs related to the park, further complicating this ownership pattern. Rio Tinto has not yet granted permission for these improvements, although Copperton is discussing the project with them.

**18. 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.*

Summer / Fall 2023: While Copperton is waiting to hear on the status of its application, it will finalize agreements with partners, including Rio Tinto Kennecott and Salt Lake County Parks & Recreation.

Winter 2023/2024: If Copperton is notified that its project will be funded, the community will make a request for capital funds to cover the grant's local match amount.

Spring 2024: Copperton will work with MSD staff and Parks & Rec on a final design for the park improvements.

Summer / Fall 2024: Construction will begin on the new tennis court, and resurfacing / repainting of the pickleball courts will begin. Once started, the construction may take approximately three months. The ground for the new tennis court will have to be cured before the surfacing can be installed.

All work will be completed by the end of 2024.

**19. 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.*

This project is not expected to generate any new maintenance or operating costs. Copperton receives park programming and maintenance services from Salt Lake County Parks & Rec. Because facilities are being replaced, rather than built completely new, the costs will remain largely the same. Copperton will be responsible for any larger repair costs to the courts. Tennis courts generally have to be resurfaced every 4-8 years, and the average cost for resurfacing is approximately \$5,000. Copperton will work with its service providers to budget for these occasional costs. All resurfacing costs can be accommodated through the community's General Fund.

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

The project team for these upgrades has not yet been established. Once notification of funding is received, the community will move forward with assembling a team and finalizing the facility design. In the meantime, Rio Tinto Kennecott and Salt Lake County Parks & Recreation will be involved in the community's plans - to ensure that the property owner and maintenance providers are on-board.

**21. 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 basic overview of the intended improvements is included in the Documents Tab.

**22. 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.

A line-by-line estimate of the project cost has been included in the Documents Tab.

**23. Type of tourism promotion services**

NA

**24. Goals and objectives of tourism promotion services**

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

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

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

**26. Payment schedule for the promotional work and expenses**

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

**Documents** [top](#)

**Documents Requested \***

Required? **Attached Documents \***

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



[TRCC Budget Template for Copperton](#)

[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



[Copperton Budget 2021-2023](#)

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



[Letter of Support from Mayor Clayton](#)

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)

[Conceptual Site Plan for Improvements](#)

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

[Project Budget Estimate](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

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

Application ID: 444012



**EXHIBIT B**  
Amended Program Budget



# TRCC Project Budget Worksheet

## Project Summary:

Total Project Budget	\$	102,830.00
Total Funding Sources	\$	25,000.00
County Funding Requested	\$	77,830.00
<b>Projected Surplus/(Deficit)</b>	<b>\$</b>	<b>-</b>

Date: March 25, 2024

Project Name: Copperton Park Upgrade Project

Applicant Name: Copperton Metro Township

Contact Name: Kayla Mauldin

Contact Email: Kmauldin@msd.utah.gov

## Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 76,280.00	Resurface and paint courts; install fencing; curb extensions; install artifacts
Consultants/Professional Services	\$ 2,000.00	Refine conceptual rendering of northwest corner improvements
Permits/Fees	\$ -	
Equipment > \$5,000	\$ 24,550.00	Pickleball poles and nets; benches; lighting fixture; fencing; signage
Administrative Overhead		
Contingency		
Other		
<b>Total Project Budget</b>	<b>\$ 102,830.00</b>	

## Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 25,000.00		\$ 25,000.00	Sum from Copperton's capital budget - approved by the MSD in 2023.
Pledges			\$ -	
Grants (excludes TRCC request)			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
<b>Total Funding Sources</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>	