

**INTERLOCAL COOPERATION AGREEMENT**

*Between*

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

*and*

**CITY OF TAYLORSVILLE**

**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 **CITY OF TAYLORSVILLE**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS:**

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. The City has requested TRCC Funds from the County to construct 10 pickleball courts in the City. The project described more specifically in its TRCC Application attached hereto as **EXHIBIT A** (the "Project"). The County Council appropriated TRCC Funds for this purpose in the 2023 Salt Lake County Budget.

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

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

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

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

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

A. Contribution of TRCC Funds. The County agrees to reimburse up to nine hundred and sixty thousand dollars (\$960,000.00) to the 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. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

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

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

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

D. Deadline to Expend TRCC Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **March 31, 2024**. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the 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. The City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023 and March 31, 2024**.

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

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

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

I. Public Funds and Public Monies:

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

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

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

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

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

L. Representations.

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

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

### **3 . GENERAL PROVISIONS:**

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of

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

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

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

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney 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 an officer vested with the executive power from the City are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this

Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

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

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in

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

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

#### I. Termination.

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

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

(b) The City no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

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

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

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being

the intent hereof that none of such remedies shall be to the exclusion of any other:

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

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

(c) Terminate this Agreement.

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

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

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

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

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



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

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

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

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

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

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

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

[Signature Pages To Follow]

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

**SALT LAKE COUNTY:**

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

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

*Approved by:*

DEPARTMENT OF COMMUNITY SERVICES

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

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

*Reviewed and Advised as to Form and Legality:*

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

Digitally signed by Craig J. Wangsgard  
Date: 2023.03.02 15:47:28 -07'00'

*[Signatures continue on next page.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF TAYLORSVILLE



By Kristie S. Overson

Name: Kristie S. Overson

Title: Mayor

Dated: March 24, 2023

Attest:

Jamie Brooks  
Jamie Brooks City Recorder  
Date signed: 3-28-23

***Approved as to Proper Form and Compliance with Applicable Law:***

CITY ATTORNEY

By Stephanie Shelman

Name: Stephanie Shelman

Dated: March 21, 2023

**EXHIBIT A**  
Program Application

Salt Lake County  
Community Services  
TRCC

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

Deadline: 7/6/2022

**City of Taylorsville  
Pickleball in Taylorsville PRT**

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

**\$ 960,000.00** Requested

Submitted: 7/6/2022 11:51:08 AM (Pacific)

**Project Contact**

John Taylor  
[jashby@taylorsvilleut.gov](mailto:jashby@taylorsvilleut.gov)  
Tel: 801.963.5400

**Additional Contacts**

none entered

**City of Taylorsville**

2600 West Taylorsville Blvd.  
Taylorsville, UT 84129

Telephone 801.963.5400  
Fax 801.955.2052  
Web [www.taylorsvilleut.gov](http://www.taylorsvilleut.gov)

**Mayor**

Kristie Overson  
[koverson@taylorsvilleut.gov](mailto:koverson@taylorsvilleut.gov)

**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.**

Taylorsville City is where community and communities connect. Taylorsville's parks have been and will continue to be the connection point for youth, senior citizens, ethnic communities, lower income families, and recreationists. The Pickleball in Taylorsville project will enhance the activities available in the City as well as in the West Planning Area. Likewise, it will help

to fill the gap for families and individuals who want to engage in this popular sport without traveling far. These locations further meet the requests and priorities of the residents and city council. The City is finishing a park master plan to redevelop and update the Taylorsville Park. This park revitalization project will provide the amenities for the park and for the adjacent senior center, which will include new or updated playgrounds, skate park, volleyball, horseshoes, open space, pathways, benches, gardens, and other amenities.

Adding pickleball courts to this regional park will expand the options available to park visitors and will answer demands of community residents.

Taylorsville Park attracts visitors from within the City, West Valley City, Murray, West Jordan, Kearns, Millcreek, and other neighboring communities. Especially during warm weather, park facilities are well used.

#### **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.*

The pickleball project is for 10 courts strategically located in key locations in the City. Taylorsville Park will host four courts, nestled at the door of the Senior Citizen Center that seniors and other park patrons will enjoy. Vista Park hosts a variety of baseball, events, gatherings, and other sports. The two courts there will be located next to parking, open fields, and restrooms. The Summit Tank Park is under final planning and development. This park will be built carefully on top of an old county landfill that was deeded to the City. Along with the four pickleball courts, other regional amenities to be built at this new park include pavilions, restrooms, trails, bike course, playgrounds, open fields, and other amenities.

The purpose of this application is to meet City and County goals and to better serve recreational and healthy lifestyle goals we share. Taylorsville City is lead on this project. It is programmed that the 10 courts will be finished in mid-2023.

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

Salt Lake County's vision is to provide wholesome recreation within all quadrants of the County and equitably available to all County residents. Within the West Park Planning Area of Salt Lake County, there are currently a total of 16 public pickleball courts for a population of over 380,000 residents - far below the accepted standard for this popular amenity. More are needed in order to support the County's vision of providing parks and recreation facilities throughout the valley. Among others, these PRT Principles from the 2022 TRCC Support Program Guidelines & Policies will be addressed: "to reflect and address the current and future needs of communities throughout the County" and "to value the need for addressing the wide range of facility types and trends" and "to support projects which enhance the ability of parks, recreation, and trail organizations to improve, expand and/or sustain programming." The addition of these pickleball courts will support all of these and other County principles and goals.

#### **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.*

Taylorsville City Council has provided for sufficient matching funding in its current budget to support the construction of pickleball courts as the council responds to the public desires to expand pickleball courts within Taylorsville. The two existing pickleball courts in the City, at Millrace Park, are heavily used and residents have made frequent requests that more be made available.

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

As mentioned above, more pickleball courts are needed in the West Park Planning Area to provide for the community needs. Currently only 16 public pickleball courts are available to serve a population of over 380,000 residents.

According to online research of various associations and pickleball groups, the average recommended standard is 1.5 - 2 courts per 20,000 people. By this calculation, the West Area should have 28-38 courts minimum. Adding these 10 courts will greatly help to fill the gap that exists due to current area demand.

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

In part, the mission statement for Taylorsville City is "to provide efficient and cost effective services that enhance the quality of life and community identity by being accessible, proactive, innovative, accountable and responsive to the needs of our community." There is a growing need for free and healthy recreational opportunities within the community. Quality of life for individuals and families is greatly enhanced by having places where they can enjoy physical activity close to home and free of charge. These new pickleball courts definitely further that part of the city's stated goals.

#### **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.*

Matching funds are programed in the city budget for FY 2023. The City understands that as project manager, the City will ensure that the courts are built and then will submit to the County for reimbursement.

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

The city budget has provision for additional costs and contingency buffers.

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

Because the matching construction funding is provided for in the city budget, there will be no negative impact as costs are paid. The city has planned for increased staffing and maintenance for these courts, as well as for the new Summit Tank Park.

**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
- 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.*

Three locations: Taylorsville Park at 4731 S. Redwood Road will receive 4 courts. Vista Park at 5150 S. 1950 W. will receive 2 courts. Summit Tank Park at 6100 S. 3200 W. will receive 4 courts.

**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.*

Taylorsville City owns all three of these parks and is planning for the improvement of each park, including the construction in 2023 of the needed and highly in-demand pickleball courts.

In addition, Salt Lake County, which owns the north segment of this park, and the City have entered into an agreement for the County to convey the northern portion of the park to the City. That transfer will happen this summer.

**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.*

in 2021, Taylorsville City selected G Brown Design to craft new visions and layouts for the existing, well loved and well used Taylorsville Park on Redwood Road. G Brown Design is also designing the Summit Tank Park on top of the closed land fill. Both designs have been through multiple iterations, reviews, and are ready for final approvals and adoption. G Brown Design has finished the design for the new pickleball courts at Vista Park.

Project schedule calls for final approvals in August 2022; bid and construction documents to be finished in fall 2022; all three park projects, improvements, and pickleball courts to be bid in fourth quarter 2022; bid awarding by end of 2022; start of construction in spring 2023; and completion of all 10 pickleball courts by late 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.*

The city budget includes maintenance costs for all of the parks and park facilities. As needed, the city council plans to adjust park maintenance budgets.

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

Taylorville City staff will supervise the design, bidding, and construction of the courts. Bids will be obtained and qualified contractors selected to build the facilities.

**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.

See uploaded documents.

**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.

See uploaded document.

**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 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)

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)

CAPITAL PROJECTS (REQUIRED): Construction

Required? **Attached Documents \***



[TRCC Budget Worksheet](#)



[Taylorville Park Budgets 2020-2022](#)



[Letters of Support](#)

[Summit Tank Park - ownership](#)

[Taylorville Park - ownership](#)

[Vista Park - ownership](#)

[Summit Tank Park Pickleball design](#)

[Taylorville Park Pickleball design](#)

[Vista Park Pickleball design](#)

[Pickleball in Taylorville MAP](#)

[Pickleball Engineer's Estimate](#)



information documents, construction cost estimate  
by a qualified professional, master construction  
budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed  
project budget

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

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**EXHIBIT B**  
Program Budget