CITY COUNCIL
AGENDA ITEM APPROVAL FORM

AGENDA ITEM INFORMATION

MEETING DATE:	DECEMBER 1, 2021
AGENDA ITEM TITLE:	RESOLUTION NO. 21-39: A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATION AGREEMENT TRANSFERRING TRCC FUNDS FROM SALT LAKE COUNTY TO TAYLORSVILLE CITY FOR THE PURPOSE OF RENOVATING TAYLORSVILLE PARK.
PUBLIC HEARING REQUIRED:	YES: _____ NO: _____
ORDINANCE REQUIRED:	YES: _____ NO: __X__
RESOLUTION REQUIRED:	YES: __X__ NO: _____
PRESENTER:	JOHN TAYLOR, CITY ADMINISTRATOR
AGENDA ITEM SUMMARY: LIMIT 150 WORDS	This resolution approves an interlocal cooperation agreement which authorizes the transfer of TRCC Funds in the amount of $566,667 from Salt Lake County to Taylorsville City for the purpose of renovating Taylorsville Park.
ATTACHMENTS:	Exhibit "A" – Interlocal Cooperation Agreement between Salt Lake County and Taylorsville City – TRCC fund transfer for Taylorsville Park renovation.

TAYLORSVILLE, UTAH
RESOLUTION NO. 21-39

A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATION AGREEMENT TRANSFERRING TRCC FUNDS FROM SALT LAKE COUNTY TO TAYLORSVILLE CITY FOR THE PURPOSE OF RENOVATING TAYLORSVILLE PARK.

WHEREAS, the Taylorsville City Council (the "Council") met in regular session on December 1, 2021, to consider, among other things, approving an interlocal cooperation agreement transferring TRCC funds from Salt Lake County to Taylorsville City for the purpose of renovating Taylorsville Park; and

WHEREAS, UTAH CODE ANN. §11-13-101, *et. seq.*, as amended, authorizes public agencies to enter into agreements with each other for joint or cooperative action (the "Act"); and

WHEREAS, the parties to Interlocal Cooperation Agreement are public agencies as contemplated by the Act and the services contemplated therein are joint and cooperative actions as contemplated in the Act; and

WHEREAS, the Interlocal Cooperation Agreement provides for the transfer of TRCC funds in the amount of $566,667 from Salt Lake County to Taylorsville City for the purpose of renovating Taylorsville Park; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety, and welfare of the City's citizens to approve the Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the interlocal cooperation agreement transferring TRCC funds from Salt Lake County to Taylorsville City for the purpose of renovating Taylorsville Park, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved.

This Resolution, assigned Resolution No. 21-39, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this _____ day of _____, 2021.

TAYLORSVILLE CITY COUNCIL

_____
Curt Cochran, Council Chair

SEAL:

VOTING:

Meredith Harker	____ Yea	____ Nay
Ernest Burgess	____ Yea	____ Nay
Anna Barbieri	____ Yea	____ Nay
Dan Armstrong	____ Yea	____ Nay
Curt Cochran	____ Yea	____ Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this ____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

_____
Kristie S. Overson, Mayor

ATTEST:

_____
Jamie Brooks, City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2021.

RECORDED this ____ day of _____, 2021.

EXHIBIT A

Interlocal Cooperation Agreement between Salt Lake County and Taylorsville City Transferring TRCC Funds for the purpose of renovating Taylorsville Park.

County Contract No. _____
DA Log No. 21-18950

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 the 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 renovate Taylorsville Park. The project described more specifically in its TRCC Application attached hereto as **EXHIBIT A**. The County Council appropriated TRCC Funds for this purpose in the 2021 Salt Lake County Budget.

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

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

AGREEMENT:

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.

Contribution of TRCC Funds. The County agrees to reimburse up to five hundred and sixty-six thousand six hundred and sixty-seven dollars ($566,667.00) in 2021, up to five hundred and sixty-six thousand six hundred and sixty-seven dollars ($566,667.00) in 2022 and up to five hundred and sixty-six thousand six hundred and sixty-six dollars ($566,666.00) in 2023 to the City from its TRCC Funds, for a total not to exceed one million seven hundred thousand ($1,700,000.00) dollars.

2. CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to make the improvements described in **EXHIBIT A**.

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

C. Match Requirement. If the City's TRCC Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's TRCC Application. If the City fails to make and expend such a matching contribution prior to **September 30, 2024**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. City shall furnish to County, for each reimbursement request, the TRCC Reimbursement Form, attached hereto as **EXHIBIT B**, together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. City will make all requests for reimbursement under this Agreement no later than **September 30, 2024.**

F. Reporting Requirements. The City shall submit to the County a completed copy of the TRCC Project Status Report, attached hereto as **EXHIBIT C** no later than **December 31, 2022, December 31, 2023,** and **December 31, 2024**.

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

H. Public Funds and Public Monies:

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

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

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

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this

Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

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

K. Representations.

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

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement

shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2F above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2G, 2H, 2I and 2J above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

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

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

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney 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: _____, 2021

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Holly Yocom
Department Director

Dated: _____,2021

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By Craig J. Wangsgard Digitally signed by Craig J. Wangsgard Date: 2021.11.18 15:42:04 -07'00'
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF TAYLORSVILLE

By _____

Name: _____

Title: _____

Dated: _____, 2021

Attest:

_____
_____, City Recorder
Date signed:_____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By_____

Name: _____

Dated: _____, 2021

EXHIBIT A
City's TRCC Application

Salt Lake County
ZAP
TRCC

TRCC 2019 Support Program 2019 Application (2020 County Budget)
7/15/2019 deadline

City of Taylorsville
PRT

Jump to: Application Questions Budget Details Documents

$ 4,641,679.00 Requested

Submitted: 7/10/2019 7:53:34 AM (Pacific)

Project Contact
John Taylor
jashby@taylorsvilleut.gov
Tel: 801.963.5400

Additional Contacts
none entered

City of Taylorsville

2600 West Taylorsville Blvd.
Taylorsville, UT 84129

Mayor
Kristie Overson
koverson@taylorsvilleut.gov

Telephone 801.963.5400
Fax 801.955.2052
Web www.taylorsvilleut.gov

Application Questions *top*

Project Overview

1. Select the type of support you are applying for
Your project must fall under one of these categories to be considered for funding. Please refer to the Guidelines and Policies Tab for more information on each category.

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

2. Please select the Planning Area of Salt Lake County where the project is located.
Please refer to the SLCo Planning Areas Map in the Guidelines tab for a list of planning areas.

- ☐ North Planning Area
- ✔ West Planning Area
- ☐ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.
Taylorsville City is located in the geographic center of Salt Lake Valley and was incorporated in 1996 to provide quality public services to more that 60,000 residents living within the 10.8-square-mile boundaries of the city. Taylorsville is the most densely populated city in the state. The city has invested heavily in infrastructure and public amenities over the years and has partnered with Salt Lake County on many road, park, trail, and other projects. By choice, Taylorsville has contracted with Salt Lake County on many public works and safety programs.

4. Project Description.
Renovate Taylorsville Park. The original 8.7 acres of the Taylorsville Park was constructed in the early 1960's and all

improvements and amenities built then have surpassed their useful lifespan. Although the county and city upgraded a few park facilities about 2001 when the senior citizen center was built, all park facilities are old, worn, and in need of replacement.

Key elements of the renovation program include to: 1) convert manual irrigation to automatic system, 2) install splash pad, 3) install more friendly access points, 4) improve pedestrian circulation and trail connections, 5) screen the park from road noise generated from 4700 South and Redwood Road, 6) replace unsafe and aged parking, 7) replace antiquated pavilion, playground equipment, restroom, and picnic facilities, and 8) improve landscaping. The improvements will provide a greatly enhanced user experience and increased usage and enjoyment of the park.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Guidelines Tab)
Salt Lake County and Taylorsville City want city and county residents to enjoy these recreational facilities and opportunities and have the best experience possible within the city. Renovation of this park will provide services to residents they don't currently have. With park space in short supply, it is a far more financially responsible and cost effective way to meet residents' needs by providing additional opportunities in an existing park than having to acquire additional land in other locations. In addition, this facility has been effectively and efficiently managed and maintained through an MOU between Taylorsville City and Salt Lake County.

6. Evidence of local support and community need justifying the project.
Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.
The Salt Lake County needs assessment shows residents want improved park conditions, amenities, and water features. Taylorsville residents and the city's Parks and Recreation Committee are constantly informing the city administration and city council of needs and desires for recreational improvements. Always at the top of the list is to update and improve Taylorsville Park and bring in additional items like a splash pad, improved paths, and new playground equipment. The city is in the process of creating and then sending out to every resident a survey to identify next steps for the city and where the residents' priorities are.

7. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.
This park is geographically located ideally to meet the needs of Taylorsville residents and the residents of several surrounding communities. Updating the park is timely and important. New restrooms are needed, as well as updated playground equipment to serve an ever growing population. Likewise, installing a community splash pad will significantly increase park usage and meet the needs of the surrounding area. This location is not conducive to a regional splash pad and is not designed for such use. Due to the aging nature of this park, current attendance numbers are unknown. Improving an existing asset that is owned by the county and the city makes sense and is the best investment of limited funds.

8. Detail how the project is integral to your organization's mission.
Providing open space, quality recreational amenities, and public places for people to connect is a core mission of the city. Renovating the aged and well used park will benefit many people in the region and help the city accomplish one of its missions.

9. Describe how your current project funding has been secured.
Taylorsville City contracts with Salt Lake County for the operations and maintenance of the existing Taylorsville Park. Payment for services is via city tax collections and is based on an interlocal agreement. Taylorsville is using some capital funds for this project as well.

10. Document your ability to raise additional project funds.
Taylorsville City has budgeted capital funds for park improvements in the adopted FY 2019-20 budget.

11. Analysis of the financial impact this project will have on your organization's future finances.
There will be operational and maintenance savings from:
> new playground equipment will be designed and built using current safety and durability standards
> new facilities will require less maintenance as they will be current and not dilapidated
> renovating and upgrading the irrigation system from manual to automatic and updating controls and parts will reduce operational cost by about $10,000 per year and will reduce the need for seasonal staff. (These savings can be used to reduce the cost to operate the splash pad.)

New cost:
> Estimated annual operating cost for the splash pad is $50,000

12. Please specify type of funding you are requesting
- ☐ Consulting
- ✔ Capital
- ☐ Other:

Consulting Applicants

13. Type of consulting services
N/A

14. Goals and objectives of consulting services
N/A

15. Scope of Work, expected deliverable and timeline
N/A

16. Payment schedule for the work and expenses.
Upload a detailed project budget document (documents tab) by a qualified professional.
N/A

Capital Applicants

17. What is the site location of your project.
4271 South Redwood Road, Taylorsville, Utah

18. Describe the current facility and specify if it is owned or leased.
Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).
Taylorsville Park is approximately a 13-acre site destination recreational and senior complex. 8.7 acres is owned by Salt Lake County and developed by the County in the early 1960's.

Taylorsville City purchased over 4 acres of land adjacent to the county park in 2001 and built a senior citizen center and skateboard park and other amenities on the that land in the early 2000's.

19. What is the overall project timeline?
Design finished in the first quarter of 2020. Construction complete by December 2020. Opening and fully operational park and facilities in 2021.

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.
Since Taylorsville City contracts with Salt Lake County for the operation and maintenance of the park, any costs increases will be included in the maintenance contract extensions or amendments.

The city requests that the county increase its park budget line item by $40,000 each year to cover the splash pad operational cost.

21. Provide project management information including key personnel and their experience.
The Salt Lake County Parks and Recreation's very capable, effective and experienced staff will manage the project.

22. Architectural information including site plan, space program and schematic design (optional).
Please upload above mentioned architectural documents (document tab).
See attachments. Work will be focused on the County owned portion of the park as highlighted in yellow on the "Current Taylorsville Park Property Ownership" exhibit.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning if applicable, and contingency plans for cost overruns.
Please upload above mentioned construction information documents (document tab).
See attached opinion of probable costs by Forsgren Engineering.

Budget Details *top*

Project Budget

Line Descriptions	Capital	Consulting	Other	Detail
Total Project Budget	4078489	244709	648480	TRCC funding request.

		Categorized by capitol, planning & design fees and contingency at 15%
Funding Currently in Place	250000	Taylorsville funding
County Funding Requested	4641679	

Project Financial Information Detail

Financial Detail	Capital	Consulting	Other	Detail
Cash On-hand	100000.00			Taylorsville City for additional land acquisition
Pledges - Unrestricted	150000.00			Taylorsville City for landscaping, irrigation, trails, etc.
Pledges - Restricted				
Pledges - Pending or Projected	80000.00			RSL for futsol court
In-Kind Donations				
General Obligation Debt				
Bond Issue				
Capital Reserve				

Documents *top*

Documents Requested *	Required?	Attached Documents *
Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.	✔	Letter of support
For consulting projects upload a detailed consultant project budget document by a qualified professional.		
For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.		
For capital projects upload above architectural documents; site plan, space program, schematic design (optional).		Park ownership aerial Park concept plan
For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.		Taylorsville Park improvment 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.	✔	Taylorsville City budget summary

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EXHIBIT B

TRCC Reimbursement Form

Invoice #_____

TRCC Reimbursement Form

Submittal Date:	
Contract Number:	
Organization Name:	
Project Name:	
Contact Name:	
Phone Number:	
E-Mail:	

Guidelines:

* Invoices or detailed receipts required
* Sales orders accepted with proof of payment only
* Quotes will not be accepted
* Sales tax will not be reimbursed
* Administrative overhead will not be reimbursed

Item #	Date	Invoice #	Vendor Name	Description	Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				Total Request for Reimbursement	$ -

Submit this form and supporting documentation to lokino@slco.org.

EXHIBIT C

TRCC Project Status Report

TRCC PROJECT STATUS REPORT

Recipient Organization: _____

Contact Name: _____

Phone Number: ( ) - **Email Address:** _____

TRCC Project Name: _____

Reporting Period: From: _____ To: _____ ☐ Annual ☐ Final

Project Status

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

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

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

Anticipated Completion Date: _____

Explanation:

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

Recipient Contribution: $ _____

TRCC Grant: $ _____

Other Grants or Contributions: $ _____ Name: _____

$ _____ Name: _____

Total Funding Available: $ _____ Current Budget: $ _____

Explanation:

Signature: _____ **Date:** _____

Last updated: 11-03-2021