



## STATE OF UTAH CONTRACT

### The Governor's Office of Economic Opportunity Rural Communities Opportunity Grant Contract

1. **CONTRACTING PARTIES:** This Rural Communities Opportunity Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "Go Utah", and the following Grantee:

Richfield City  
75 E Center  
Richfield, UT 84701

Contact Person: Carson Demille  
Contact Phone: 435-979-0266  
Contact Email: [carson@jonesanddemille.com](mailto:carson@jonesanddemille.com)

Legal Status of Contractor: Governmental Agency  
Vendor #: 04379D

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant on a reimbursement basis to Grantee under the Rural Communities Opportunity Grant ("RCOG") program.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-8 et seq.
4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twenty-four (24) months from the effective date shown below.

Effective date: September 1, 2022.

Termination date: September 1, 2024.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$600,000.00, which represents the maximum amount that will be awarded under this Contract.

Fund: 1000

Appropriation: COD

Unit: 6324

Commodity Code: 99999

6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
- a) Grantee agrees to abide by the terms and conditions outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
  - b) Grantee shall use the grant funds solely for the purposes outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions and Attachment C: Project Plan, which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and costs allowable under this Contract, program policies and procedures.
  - c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall



be disbursed during the period shown below, unless extended in writing by the State.

Beginning date: September 1, 2022

Ending date: September 1, 2024

- d) Grantee agrees to demonstrate a funding match which may be provided by any combination of a:
- 1) community reinvestment agency;
  - 2) redevelopment agency;
  - 3) community development and renewal agency;
  - 4) private-sector entity;
  - 5) nonprofit entity;
  - 6) federal matching grant; or
  - 7) county or municipality general fund match;

and that total a:

- 1) 10% match for a county of the sixth class;
- 2) 20% match for a county of the fifth class;
- 3) 30% match for a county of the fourth class;
- 4) 40% match for a county of the third class.

Or, for a municipality in any rural county classification, including within the second class, that total a:

- 1) 10% match for a town;
- 2) 20% match for a municipality of the fifth class;
- 3) 30% match for a municipality of the fourth class;
- 4) 40% match for a municipality of the third class.

- e) Grantee is a qualified Rural Community as described in Attachment D: Qualified Rural Counties and Communities incorporated herein.
- f) A County must have a functioning County Economic Opportunity Advisory Board ("CEO Board") as defined in Utah Code section 63N-4-803 and as further described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the county in which the Grantee is domiciled.
- g) A Rural Community must have a functioning planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission that will act under the same advisory requirements as a CEO Board, as described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the municipality in which the Grantee is domiciled.

## **7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural Communities Opportunity Grant Terms and Conditions

Attachment C: Project Plan

Attachment D: Qualified Rural Counties and Communities

Attachment E: County Economic Opportunity Advisory Board

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

## **8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**



Grantee's Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

**BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.**

RICHFIELD CITY

STATE OF UTAH

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Governor's Office of Economic Opportunity

By:

Name:

Title:

Date:

Governor's Office of Economic Opportunity

By:

Name:

Date:

Utah Division of Finance  
350 North State Street  
Salt Lake City, UT 84114



**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS  
BETWEEN GOVERNMENT ENTITIES Standard Terms and Conditions for Grants between  
Government Entities**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
  2. “**Grant Money**” means money derived from State fees or tax revenues that are owned, held, or administered by the State.
  3. “**Grantee**” means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
  4. “**Non-Public Information**” means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
  5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
  6. “**SubGrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached

to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or



enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

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**ATTACHMENT B: RURAL COMMUNITIES OPPORTUNITY GRANT TERMS AND CONDITIONS**

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C: Project Plan. Grant funds awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** For the purposes of this grant, a "Rural Community" means a rural county or a rural municipality as defined in Utah Code Section 63-4-801. Rural communities eligible for the RCOG include: counties of the third, fourth, fifth, and sixth class; cities, towns, and metro townships located in counties of the third, fourth, fifth, and sixth class; and municipalities with a population of 10,000 or less in counties of the second class.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
  - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
  - b) Grantee shall submit an invoice for 90% of the Contract Amount to be reimbursed prior to full completion of the Grantee's project.
  - c) Grantee shall submit an invoice for 10% of the Contract Amount to be reimbursed contingent upon completion of the Grantee's project and submission of the Final Report.
  - d) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
  - e) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the outstanding 10% of grant funds. The Compliance Department of the Governor's Office of Economic Opportunity will examine the key elements in Attachment C: Project Plan, including Project Proposal, Scope of Work, Deliverables and Outcomes, Timeline and Budget to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee will submit the following documentation upon final reimbursement request:
  - a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed and the accuracy of the information verified by a company officer.
  - b) Copies of all invoices and evidence of payment (i.e. checks, bank statements, loan agreements) for work on the project.
  - c) Documentation of Grantee's contribution to the Project Plan equal to or greater than the matching amount as specified in section 6(d) of the contract.
  - d) A Final Report as described herein.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically, to the Program Director in the Center for Rural Development and/or the Compliance Department at Go Utah. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all of the Contract Amount received by the Grantee for this project was spent on efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to performance review of goals and benchmarks established by the Grantee's Project Plan. Grant funds shall be disbursed as follows:
  - a) Reimbursement requests received by Go Utah after six (6) months after the Contract End date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
  - b) Contract Amount is payable within sixty (60) days of a complete request, and only after approval of the completion of the project.
  - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C, and as defined above.
  - d) In no event shall payments exceed the total Contract Amount provided for in this Contract. Funds shall



be disbursed within sixty (60) days of the receipt of a complete request from Grantee and approved by the Compliance Department of Go Utah, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:**

On or before September 1 of each year, Grantee shall provide a written report to the State that describes the following information:

- a) The amount of Grant Money the Grantee has received;
- b) How the Grant Money has been distributed by the Grantee, including:
  - i. What companies or entities have utilized Grant Money;
  - ii. How much Grant Money each company or entity has received; and
  - iii. How each company or entity has used the Grant Money;
- c) An evaluation of the effectiveness of awarded grants in improving economic development in the county, including:
  - i. the number of jobs created;
  - ii. the infrastructure that has been created; and
  - iii. the capital improvements in the county;
- d) How much matching money has been utilized by the Grantee and what entities have provided the matching money; and
- e) Any other reporting, auditing, or post-performance requirements established by the State.

With request for final payment, Grantee shall submit a Final Report to the State. The Final Report shall address the following:

- a) Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Project Plan;
- b) A description and itemized report detailing how key activities and commitments were accomplished and identifying the deliverables with performance measures as outlined in Attachment C: Project Plan.

8. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
9. **ACCESS TO DATA:** At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
10. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
11. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at Go Utah or their successor and the Department Program Coordinator, as the contact persons at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
12. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.



13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the Go Utah is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the Go Utah name and official logo, and other appropriate attribution for the funding made possible by the office.

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## **ATTACHMENT C: PROJECT PLAN**

### **PROJECT PROPOSAL:**

This Rural Communities Opportunity Grant will assist with the Richfield City Centennial Park Revitalization Project.

### **SCOPE OF WORK:**

The Centennial Park, located at the north end of Richfield City (the “City”), has historically had low visitation and usage rates. The City has been working to improve the appeal and functionality of the park for residents as well as for visitors to the area. In 2019, the City constructed a visitor center on the site to help promote visitation to the area and provide recreation information to visitors and residents.

To revitalize the park, the City began exploring the best possible improvements that would increase usership and concluded that a bike park would result in the largest increase in usership to the park. The City has noted that participation in the sport of mountain biking (“MTB”) in the area has increased significantly. The new MTB trails being constructed nearby has brought a large influx of visitors to the area as well as increased participation by local and area residents. The Centennial Park is conveniently located within one-half mile of the Pahvant Mountain Bike Trail System trailhead and is a perfect location to compliment the existing trail system.

As part of the park revitalization, the City has worked with the American Ramp Company to develop a bike park concept that would add to the existing appeal of the local bike trails and provide additional opportunities for all age groups to be introduced to the sport of biking. Additionally, the bike park would provide opportunities for outdoor recreation activities and promote healthy lifestyles. The proposed bike park consists of three main features: (1) a bicycle playground, (2) a paved pump track, and (3) a skill and jump line trail section.

Due to the large cost of the overall park improvements, Richfield City is seeking to phase the improvements beginning with Phase 1, a paved pump track. The paved pump track will consist of approximately 23,000 square feet of track area with drainage and landscaping improvements within and around the track area. The paved pump track will provide a unique experience for a large variety of users such as BMX riders, mountain bikers, strider bikes, roller blading, skateboards, and scooters. This track will provide beginners and youth an opportunity to hone and improve their skills and encourage them to further explore the local trail system.

The track will be sized and designed in a way to be usable for Red Bull World Cup race events. Velosolutions, a worldwide company that has been building pump tracks and bike trails since 2004, has already commented that the new track would be very eligible to host these events. The track would bring riders and fans from all over the country and the world to attend the event bringing additional attention to the local bike trails. Currently the state of Utah does not have a Red Bull Pump Track race venue. The nearest venues are located in Las Vegas and Denver. Therefore, this track would put Utah on the world map for these events. On a local level, this new biking opportunity would increase bike sales, restaurant and hotel usage, gas station use, and use of many more local services.

In addition to the pump track, phase 3 of the Pahvant Mountain Bike Trail system is currently under construction and funding is being sought to finalize that phase of construction. Phase 3 consists of a 14-mile extension of the current “Spinal Tap” mountain bike trail that is quickly becoming a premier destination. The currently completed portion of the trail is already proving to be a significant economic development tool for the City and County by attracting visitors from all over the country. Word has spread quickly and there is excitement and anticipation across multiple states for this extension to be completed.



**DELIVERABLES AND OUTCOME:**

The paved pump track can be used by a wide variety of users. There is a local NICA mountain bike team that will utilize the pump track and other future elements of the bike park to hone their skills on a bike and provide a unique opportunity for training and entertainment. Last year there were over 40 riders on the team with an additional 15 or more adult leaders that will potentially utilize this facility for practices and training. There is also a local BMX team that competes at events held locally as well as nationally. The paved pump track will provide an excellent alternative for practicing and training for all riders. Local as well as traveling youth and families will also be able to utilize the track with a wide variety of applications. The new track will also aid to increase traffic to the other existing park features such as the pavilions and playgrounds. The paved pump track can be used by bikes, roller blades, scooters, and skateboards. This broad spectrum of use opens opportunities for multiple user types, age groups, families, etc.

Additionally, the primary focus and intent of the pump track will be to attract large scale race events and to promote tourism to the area. The Red Bull World Cup race circuit has specific requirements for the pump tracks that are utilized for their events. The state of Utah does not currently have a track that meets those requirements. This track will be designed and sized to meet those requirements and be eligible to host these events. There are not a lot of tracks across the country that are designed as race courses and therefore people desire and are willing to travel to use these tracks. These events and this destination track will fill hotels, benefit restaurants, increase bike sales for this specific use, and benefit other services offered in the community.

Construction of the pump track is currently planned for late fall of 2022 or spring of 2023 depending on weather and the contractor's schedules. Construction is estimated to take 4 to 6 weeks and a grand opening event would be planned for the spring of 2023. Richfield City will work with Velosolutions and American Ramp Company to promote and plan for future race events to be held.

The primary goal of phase 3 of the Pahvant MTB Trail is to promote tourism and economic development. The trail system is already proving to be an effective economic development tool with continued increases in visitors, multiple annual race events, and the attraction of new businesses. CSS Composites, a carbon fiber manufacturing facility that manufactures bicycle parts is nearing completion of a new building in Richfield. A significant reason for opening a plant in Richfield was due to the new bike trails. For the 2022 year, there are 6 different mountain bike race events being held that bring thousands of people to the area, filling hotels and restaurants.

This latest phase will bring to completion the 18-mile-long shuttle trail "Spinal Tap". This trail will provide numerous job opportunities for new shuttle company services, increased bicycle sales and services, increased restaurant usage, gas station support, and other local amenities. The City and County will set up an annual budget to hire a trail crew to maintain the trail system, providing approximately five new job positions for local residents.

**BUDGET:**

A funding amount of \$988,070 has been previously secured for the pump track and bike trails project. An additional request of \$600,000 is being sought to complete the full funding package for this project. Funds already procured consist of \$125,000 cash match from Sevier County, a \$40,000 grant from the Recreation Trails Program (RTP), a \$40,000 cash match from Richfield City, and two grants from the Utah Outdoor Recreation Grant (UORG) program at \$783,070 for a grand total match of \$988,070.



State of Utah  
Governor's Office of Economic Opportunity  
Rural Communities Opportunity Grant

Entity: Richfield City  
Fiscal Year: 2023

| Count                | Economic Development Project or Activity | Estimated Cost  | Estimated Administrative Cost | Estimated Total | 62%                                |                            |                            |
|----------------------|------------------------------------------|-----------------|-------------------------------|-----------------|------------------------------------|----------------------------|----------------------------|
|                      |                                          |                 |                               |                 | Quantity of Grant Funds to be Used | Matching Fund Contribution | Grant Fund and Match Total |
| Pump Track           |                                          |                 |                               |                 |                                    |                            |                            |
| 1                    | Pump Track Construction                  | \$ 700,000.00   |                               | \$ 700,000.00   | \$ 350,000.00                      | \$ 350,000.00              | \$ 700,000.00              |
| 2                    | Pump Track Drainage Piping               | \$ 29,000.00    |                               | \$ 29,000.00    | \$ 14,500.00                       | \$ 14,500.00               | \$ 29,000.00               |
| 3                    | Irrigation Relocation                    | \$ 15,000.00    |                               | \$ 15,000.00    | \$ 7,500.00                        | \$ 7,500.00                | \$ 15,000.00               |
| 4                    | Pump Track Site Excavation               | \$ 45,000.00    |                               | \$ 45,000.00    | \$ 22,500.00                       | \$ 22,500.00               | \$ 45,000.00               |
| 5                    | Granular Borrow Backfill                 | \$ 84,000.00    |                               | \$ 84,000.00    | \$ 42,000.00                       | \$ 42,000.00               | \$ 84,000.00               |
| 6                    | Materials Testing & Inspection           | \$ 27,000.00    |                               | \$ 27,000.00    | \$ 13,500.00                       | \$ 13,500.00               | \$ 27,000.00               |
| Mountain Bike Trails |                                          |                 |                               |                 |                                    |                            |                            |
| 7                    | Mountain Bike Trailhead Gate             | \$ 12,000.00    |                               | \$ 12,000.00    | \$ 6,000.00                        | \$ 6,000.00                | \$ 12,000.00               |
| 8                    | Local Trail Construction Crew            | \$ 67,000.00    |                               | \$ 67,000.00    | \$ 67,000.00                       | \$ -                       | \$ 67,000.00               |
| 9                    | Singletrack Trails Construction Crew     | \$ 454,170.00   |                               | \$ 454,170.00   | \$ 68,000.00                       | \$ 386,170.00              | \$ 454,170.00              |
| 10                   | Cattle Guards                            | \$ 3,000.00     |                               | \$ 3,000.00     |                                    | \$ 3,000.00                | \$ 3,000.00                |
| 11                   | Signs /Kiosk                             | \$ 10,000.00    |                               | \$ 10,000.00    |                                    | \$ 10,000.00               | \$ 10,000.00               |
| 12                   | Trail Flagging                           | \$ 24,000.00    |                               | \$ 24,000.00    |                                    | \$ 24,000.00               | \$ 24,000.00               |
| 13                   | Cultural Survey                          | \$ 10,000.00    |                               | \$ 10,000.00    |                                    | \$ 10,000.00               | \$ 10,000.00               |
| 14                   | Ranger 6-seat crew transport (2)         | \$ 41,000.00    |                               | \$ 41,000.00    |                                    | \$ 41,000.00               | \$ 41,000.00               |
| 15                   | Water pump skid                          | \$ 3,900.00     |                               | \$ 3,900.00     |                                    | \$ 3,900.00                | \$ 3,900.00                |
| 16                   | Equipment Shed                           | \$ 23,000.00    |                               | \$ 23,000.00    |                                    | \$ 23,000.00               | \$ 23,000.00               |
| 17                   | Mini Excavator and operator              | \$ 40,000.00    |                               | \$ 40,000.00    | \$ 9,000.00                        | \$ 31,000.00               | \$ 40,000.00               |
|                      |                                          | \$ 1,588,070.00 | \$ -                          | \$ 1,588,070.00 | \$ 600,000.00                      | \$ 988,070.00              | \$ 1,588,070.00            |

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## **ATTACHMENT D: QUALIFIED RURAL COUNTIES AND COMMUNITIES**

Rural counties in the State of Utah of the third, fourth, fifth, or sixth class that have created and have an active CEO Board; or, a city, town, or metro township located within the boundaries of a rural county; or, a municipality with a population of 10,000 or less in a county of the second class with an active planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission are eligible to apply for the RCOG. Rural counties, by classification (State Code 17-50-501), are:

### **Counties of the Third Class (Population of 40,000 or more, but less than 175,000)**

- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

### **Counties of the Fourth Class (Population of 11,000 or more, but less than 40,000)**

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

### **Counties of the Fifth Class (Population of 4,000 or more, but less than 11,000)**

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

### **Counties of the Sixth Class (Population less than 4,000)**

- Wayne County
- Rich County
- Piute County
- Daggett County

Qualified rural municipalities (incorporated municipalities within a county of the third, fourth, fifth, or sixth class) by classification (State code 10-2-301), are:

- A municipality with a population of 30,000 or more but less than 65,000 is a city of the third class
- A municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class
- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town



Qualified incorporated municipalities in a county of the second class with populations of less than 10,000 are:

- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town

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## **ATTACHMENT E: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD**

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

*\*Note: For a municipality to qualify for a RCOG it must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will act under the same advisory requirements as a CEO Board.*

Each rural county that seeks to obtain a RCOG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative;
- a representative of a municipality in the county;
- a workforce development representative;
- a private-sector representative; and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

1. applying for a RCOG;
2. what projects should be funded by grant money provided to a rural county under the program; and
3. preparing reporting requirements for grant money received by a rural county under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305, and are expected to abide by ethics in governance, and conflict of interest practices.

### **Appointment and Terms of CEO Board Members**

1. Appointment and Terms:
  - a. The county legislative body shall appoint each new member or reappointed member to a four-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
  - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of advisory committee members appointed by the county legislative body are staggered so that approximately half of the appointed advisory committee members are appointed every two years.
2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
3. The CEO Board shall elect annually a vice chair from the advisory board's members.
4. When a vacancy occurs in the membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.



5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.

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