

**CITY OF SOUTH JORDAN  
PLANNING COMMISSION MEETING AGENDA  
CITY COUNCIL CHAMBERS  
TUESDAY, OCTOBER 10, 2023 at 6:30 PM**



Notice is hereby given that the South Jordan City Planning Commission will hold a Planning Commission Meeting on Tuesday, October 10, 2023, in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah with an electronic option via Zoom phone and video conferencing. Persons with disabilities who may need assistance should contact the City Recorder at least 24 hours prior to this meeting.

In addition to in-person attendance, individuals may join via phone or video, using Zoom. Note, attendees joining virtually may make public comments through video conferencing, and participant must have their video on and working to speak. Attendees who wish to present photos or documents to the Planning Commission must attend in person. Those who join via phone may listen, but not comment.

In the event the electronic portion of the meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the meeting and, if needed, end virtual access to the meeting. Reasons for removing an individual or ending virtual access to the meeting include but are not limited to the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements, or actions, and other any action deemed inappropriate.

Ability to participate virtually is dependent on an individual's internet connection. To ensure comments are received regardless of technical issues, please have them submitted in writing to City Planner, Greg Schindler, at [gschindler@sjc.utah.gov](mailto:gschindler@sjc.utah.gov) by 3:00 p.m. on the day of the meeting.

Instructions on how to join the meeting virtually are below.

**Join South Jordan Planning Commission Electronic Meeting October 10, 2023 at 6:30 p.m.**

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Meeting Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://www.sjc.utah.gov/254/Planning-Commission>

THE MEETING WILL BEGIN AT 6:30 P.M. AND THE AGENDA IS AS FOLLOWS:

- A. **WELCOME AND ROLL CALL – Commission Chair Michele Hollist**
- B. **MOTION TO APPROVE AGENDA**
- C. **APPROVAL OF THE MINUTES**
  - [C.1.](#) September 26, 2023 - Planning Commission Meeting Minutes
- D. **STAFF BUSINESS**
- E. **COMMENTS FROM PLANNING COMMISSION MEMBERS**
- F. **SUMMARY ACTION**
- G. **ACTION**

**H. ADMINISTRATIVE PUBLIC HEARINGS**

**H.1. MYSTIC SPRINGS EDUCATIONAL WETLAND CENTER SITE PLAN**

Address: 947 W. Shields Ln.

File No: PLSR202300174

Applicant: Ana Paz, South Jordan City

**I. LEGISLATIVE PUBLIC HEARINGS**

**I.1. RUSHTON BIKE PARK REZONE, REZONE FROM AGRICULTURAL (A-1) TO PARK OPEN SPACE (OS-P) SUBDISTRICT**

Address: 11050 S. Bangerter Hwy.

File No: PLZBA202300163

Applicant: South Jordan City

**J. OTHER BUSINESS**

**ADJOURNMENT**

**CERTIFICATE OF POSTING**

STATE OF UTAH )

: §

COUNTY OF SALT LAKE )

I, Cindy Valdez, certify that I am the duly appointed City Deputy Recorder of South Jordan City, State of Utah, and that the foregoing Planning Commission Agenda was faxed or emailed to the media at least 24 hours prior to such meeting, specifically the Deseret News, Salt Lake Tribune and the South Valley Journal. The Agenda was also posted at City Hall, on the City's website [www.sjc.utah.gov](http://www.sjc.utah.gov) and on the Utah Public Notice Website [www.pmn.utah.gov](http://www.pmn.utah.gov).

Dated this 5th day of October, 2023.

Cindy Valdez

South Jordan City Deputy Recorder



**CITY OF SOUTH JORDAN  
ELECTRONIC  
PLANNING COMMISSION MEETING  
COUNCIL CHAMBERS  
September 26, 2023**

Present: Commissioner Michele Hollist, Commissioner Nathan Gedge, Commissioner Trevor Darby, Commissioner Steven Catmull, Commissioner Laurel Bevans, Assistant City Attorney Greg Simonsen, City Planner Greg Schindler, Deputy City Recorder Cindy Valdez, Deputy City Engineer Jeremy Nielson, GIS Coordinator Matt Jarman, IS Tech Phill Brown, Meeting Transcriptionist Diana Baun, Planner Andrew McDonald

Others: Kenneth Duquett

Absent:

**6:32 P.M.  
REGULAR MEETING**

**A. WELCOME AND ROLL CALL – *Chair Michele Hollist***

Commissioner Michele Hollist welcomed everyone to the Electronic Planning Commission Meeting.

**B. MOTION TO APPROVE AGENDA**

**Commissioner Gedge motioned to approve tonight's agenda as published. Chair Hollist seconded the motion; vote was unanimous in favor.**

**C. APPROVAL OF THE MINUTES**

**C.1. September 12, 2023 Planning Commission Meeting Minutes**

**Commissioner Gedge motioned to approve the September 12, 2023 Planning Commission Meeting Minutes as published. Chair Hollist seconded the motion; vote was unanimous in favor.**

**D. STAFF BUSINESS - *None***

**E. COMMENTS FROM PLANNING COMMISSION MEMBERS - *None***

Commission and staff discussed potential for safety concerns and protection with large crowds and contentious issues during meetings.

Chair Michele Hollist will be absent from the October 24 meeting, along with potentially Commissioner Trevor Darby.

Commissioner Laurel Bevans gave a brief summary of the September 19 City Council meeting.

**F. SUMMARY ACTION - *None***

**G. ACTION - *None***

**H. ADMINISTRATIVE PUBLIC HEARINGS – *None***

**I. LEGISLATIVE PUBLIC HEARINGS**

**I.1. RUSHTON BIKE PARK REZONE, REZONE FROM AGRICULTURAL (A-1) TO PARK OPEN SPACE (OS-P) SUBDISTRICT**

Address: 11050 S. Bangerter Hwy.

File No.: PLZBA202300163

Applicant: South Jordan City

**Chair Hollist motioned for a short recess while staff worked through IT issues.**

**Commissioner Gedge seconded the motion; vote was unanimous in favor.**

**Chair Hollist motioned to reconvene the meeting once the issues were fixed. Commissioner Bevans seconded the motion; vote was unanimous in favor.**

Planner Andrew McDonald reviewed background information from the Staff Report.

Commissioner Nathan Gedge asked about the need and reason for a Conditional Use Permit in this open space area for recreational use, and whether this could be improved in the future by removing the need for the permit.

Planner McDonald responded that the zone is relatively new.

Chair Michele Hollist asked why this application doesn't fall under the recent ordinance change waiving certain requirements when the city is applying to itself for projects.

Planner McDonald responded that this doesn't apply because it is a rezone.

Chair Hollist asked about potential restrictions on reserving that pavilion or facility.

Deputy City Engineer Jeremy Nielson responded that this is a smaller "pocket park," which was previously an HOA park that was turned over to the city; he doesn't believe the space is available for reservations. It's always possible that a group could be interested in reserving the park for an event or competition, but it was intentionally engineered not to draw things like big

competitions and avoid cars on the road. It is being engineered to be more of an amenity for the local neighborhood, users on the Welby Canal Trail, etc.

Commissioner Trevor Darby asked about any legal liability for the city in terms of injuries at these kinds of parks.

Assistant City Attorney Greg Simonsen noted that, aside from the fact that there would be hoops to jump through because the city is a governmental entity, the city can be liable for negligence like any other property owner.

Chair Hollist opened the public hearing for comments.

**Kenneth Duquett (Resident)** – I live two houses down from Highpoint park, and on a side note Highpoint Park Pavilion is not reservable. It is used by the individuals in the cul-de-sac quite a bit, but I have tried to reserve it for a birthday party and you can't. It seems like I went to the wrong meeting, I should have gone to the one before, but I was curious about what the parking would be. Finding out that it's not supposed to bring a lot of car traffic sounds great, as my kids play in that cul-de-sac. Is there a way to see what the second phase is planning on right now?

Chair Hollist closed the public hearing.

Engineer Nielson noted that, regarding a Phase 2, there is only funding for the currently presented Phase 1. Potentially in the future there is an opportunity to add a jump line, and it's shown on the images in the Staff Report for the potential Phase 2. The city is trying to be very sensitive to this community, and at this point in time there is no plan to add that jump line or money set aside for that.

Commissioner Laurel Bevans asked about the anticipated time for completion and details on the construction.

Engineer Nielson responded it shouldn't take more than a few months, with a completion possibly in June.

Commissioner Catmull asked who the target area of the zone is in terms of location, and how they will address pedestrian safety in the area as roads and traffic change in the future.

Engineer Nielson responded that is the reason for this being close to the Welby Canal Trail, encouraging the use of that fairly new trail and taking advantage of the connectivity it offers. The goal is to create connections between the local parks and amenities for those traveling through the trails and to these destinations.

**Commissioner Gedge motioned to forward a positive recommendation to the City Council on File No. PLZBA202300163, Rezone from Agricultural (A-1) to Park Open Space (OS-P) Subdistrict, based on the Staff Report and discussion this evening. Chair Hollist seconded the motion.**

**Roll Call Vote**

**Yes – Commissioner Gedge**  
**Yes – Chair Hollist**  
**Yes – Commissioner Catmull**  
**Yes – Commissioner Darby**  
**Yes – Commissioner Bevans**

**Motion passes 5-0, unanimous in favor.**

**Commissioner Gedge motioned to disconnect the Zoom portion of the meeting before moving to the training. Chair Hollist seconded the motion; vote was unanimous in favor.**

## **J. OTHER BUSINESS**

### **J.1. Planning Commission Training**

City Planner Greg Schindler reviewed his prepared presentation (Attachment A) and Assistant City Attorney Greg Simonsen reviewed training items for the commission.

## **ADJOURNMENT**

**Chair Hollist motioned to adjourn the September 26, 2023 Planning Commission Meeting. Commissioner Darby seconded the motion; vote was unanimous in favor.**

The September 26, 2023 Planning Commission Meeting adjourned at 8:27 p.m.

# **SOUTH JORDAN CITY PLANNING COMMISSION REPORT**

**Meeting Date: 10/10/2023**

**Issue:** MYSTIC SPRINGS EDUCATIONAL WETLAND CENTER  
SITE PLAN  
**Address:** 947 W. Shields Ln.  
**File No:** PLSPR202300174  
**Applicant:** Ana Paz, South Jordan City

**Submitted by: Damir Drozdek, Planner III**  
**Shane Greenwood, Supervising Senior Engineer**

**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** application PLSPR202300174 to allow for construction of a wetland educational center on property generally located at 947 W. Shields Ln.

## **STANDARD OF REVIEW:**

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements outlined in this chapter and the requirements of the individual zone in which a development is proposed. All provisions of this title, title 17 of this Code, and other City requirements shall be met in preparing site plan applications and in designing and constructing the development. Building permits may not be obtained nor shall any site work be performed prior to site plan approval. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions or deny the site plan.

## **BACKGROUND:**

The proposed Mystic Springs educational wetland center is generally located at 947 W. Shields Ln. The proposed center will be located on the west bank of the Jordan River, immediately abutting the Jordan River Parkway trail from the west. The center is situated on an approximately 16 acre City-owned parcel. A portion of the parcel's north side is already developed as a parking lot and a trailhead for the Jordan River Parkway trail. The proposed center will be located to the south of that facility.

The center will offer both recreational and educational opportunities. It will feature walking trails, a shade structure and a couple of observation platforms. The majority of the trail will be finished in concrete along with some portions being dirt trails and other portions being wood boardwalks that cross over the wetlands. The proposed trail will eventually connect to the existing Jordan River Parkway trail.

The center will feature new landscaping that will consist of trees, bushes and grasses. The majority of the plantings will be installed along the western edge of the project to buffer

neighboring residents from the project. Other native plantings will be installed at the north end of the project with a few more scattered around the project.

Lighting will be provided for safety around the proposed wetland center. Three- to four-foot-tall bollards will be placed along the trail system within the project.

The educational opportunities will consist of various signage in and around the wetland center. The majority of the signage will be placed and installed along the trail system at intervals, while some of the signage will also be installed around the built structures.

### **STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:**

#### **Findings:**

- The proposed center is listed as a permitted use in the OS-N zone (§17.23.170: Permitted Uses in the OS-N Subdistrict)
- The proposed center is a joint venture between the City and Salt Lake County. The project cost will be split evenly between the two agencies, although the City will own and maintain the park.
- The City and the County signed and executed an interlocal agreement regarding the project in spring of this year.

#### **Conclusion:**

- The proposed wetland educational center meets the City Code requirements, and as such, the project should be approved.

#### **Recommendation:**

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

#### **ALTERNATIVES:**

- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

#### **SUPPORT MATERIALS:**


- |                     |                                 |
|---------------------|---------------------------------|
| • Aerial Map        | • Materials Plan LM101 to LM104 |
| • Zoning Map        | • Planting Plan PP101 to PP104  |
| • Overall Site Plan | • Interlocal Agreement          |



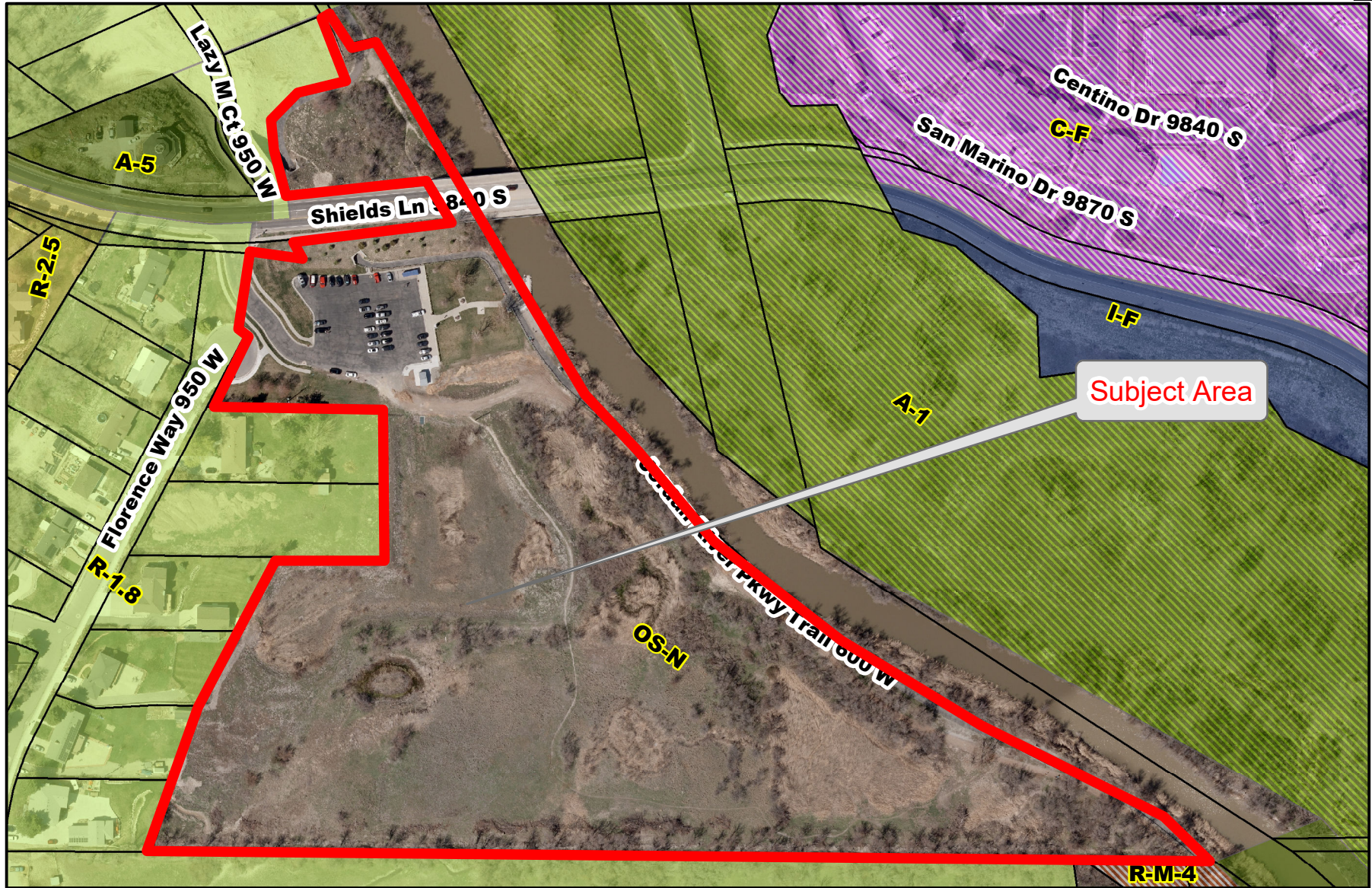
Damir Drozdek, AICP  
Planner III, Planning Department






<p><b>Legend</b></p> <p>STREETS</p> <p>PARCELS</p>	<p><b>Aerial Map</b></p> <p><i>City of South Jordan</i></p>	<p>0 65 130 260 390 520 Feet</p> <p>Aerial Imagery 2023</p> 
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<p><b>Legend</b></p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 65 130 260 390 520 Feet</p> <p>Aerial Imagery 2023</p> 
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# MYSTIC SPRINGS

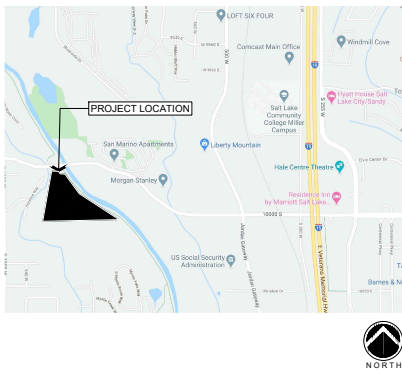
## EDUCATIONAL WETLAND CENTER

Item H.1.

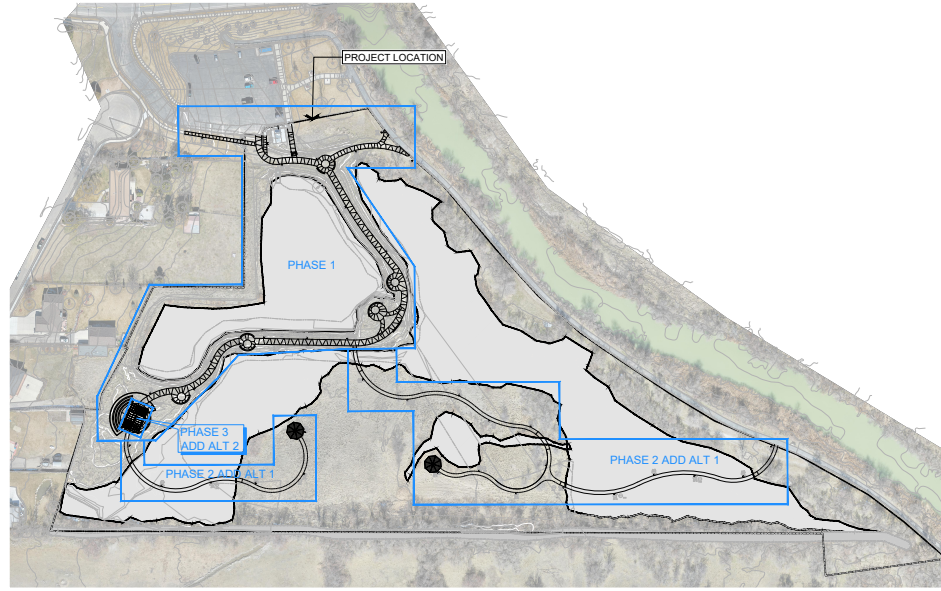
947 West Shields Lane  
South Jordan, UT 84095

CONSTRUCTION DOCUMENTS  
AUG 16, 2023

### VICINITY MAP



### LOCATION MAP



### INDEX OF DRAWINGS:

SHEET #	DESCRIPTION
CV001	COVER
CV002	GENERAL NOTES
LM101	LAYOUT & MATERIALS PLAN
LM102	LAYOUT & MATERIALS PLAN
LM103	LAYOUT & MATERIALS PLAN
LM104	LAYOUT & MATERIALS PLAN
LM201	LAYOUT & MATERIAL DETAILS
LM202	LAYOUT & MATERIAL DETAILS
LM203	LAYOUT & MATERIAL DETAILS
LM204	LAYOUT & MATERIAL DETAILS
LM205	LAYOUT & MATERIAL DETAILS
IR100	IRRIGATION PLAN
IR101	IRRIGATION PLAN
IR102	IRRIGATION PLAN
IR103	IRRIGATION PLAN
IR104	IRRIGATION PLAN
IR201	IRRIGATION DETAILS
IR202	IRRIGATION DETAILS
E001	SYMBOLS, SCHEDULES, & NOTES
E002	ELECTRICAL SPECIFICATIONS
E003	SITE PHOTOMETRIC PLAN
E100	OVERALL SITE ELECTRICAL PLAN
E101	ELECTRICAL SITE PLAN - NORTH
E102	ELECTRICAL SITE PLAN - SOUTH WEST
E103	ELECTRICAL SITE PLAN - SOUTH MIDDLE
E104	ELECTRICAL SITE PLAN - SOUTH EAST
E301	ELECTRICAL DIAGRAMS
PP101	PLANTING PLANTING PLAN
PP102	PLANTING PLANTING PLAN
PP103	PLANTING PLANTING PLAN
PP104	PLANTING PLANTING PLAN
PP201	PLANTING DETAILS

### PROJECT DESCRIPTION

Work includes, but is not limited to installation of new paving, seat walls, StudioShed, interpretive signage, site lighting, shade structure, planting, and irrigation system. Subconsultant drawings for landscape architecture are included herein - Architecture and Civil Engineering. Specification are complementary to the drawings herein and implied as a requirement for successful implementation of the project.

Contractor shall provide construction management plan and submit to Owner's Representative prior to construction for review and approval.

### PROJECT TEAM

**OWNER INFORMATION**



South Jordan  
1600 W. Towne Center Dr.  
South Jordan, UT 84095

Owner's Contact Information:  
Cathy Hill  
cathy@sjc.utah.gov

Phone: 801-254-3742

**LANDSCAPE ARCHITECT**



epg design  
planning + landscape architecture  
A TERRACON COMPANY

EPG  
6949 S. High Tech Dr. #100  
Midvale, Utah 84047

Contact Information:  
Dave Harris, P.L.A.  
dharris@epgllc.co

Phone: 385.337.5967

**ENGINEER**



RB&G  
ENGINEERING, INC.

RB&G Engineering  
1435 West 820 North  
Provo, Utah 84601

Contact Information:  
Scott Hendricks, P.E.  
shendricks@rbgengineering.com

Phone: 801.374.5771

**WETLAND DELINEATION**




RIVER  
RESTORATION

River Restoration  
1234 South 900 East  
Salt Lake City, UT 84105

Contact Information:  
Eric McCulley, M.Sc.  
eric.mcculley@riverrestoration.org

Phone: 801.520.2505

**INTERPRETIVE GRAPHICS**



Interpretive  
Graphics · enviroSIGNS

EnviroSigns  
3590 Summerhill Drive  
Salt Lake City, UT 84121

Contact Information:  
John Peters  
john@interpretivegraphics.com

Phone: 801.942.5812

**ELECTRICAL ENGINEER**



BNA CONSULTING

BNA Consulting  
635 State St.  
Salt Lake City, UT 84111

Contact Information:  
Rich Bradley  
rich@bnaconsulting.com

Phone: 801.532.2196

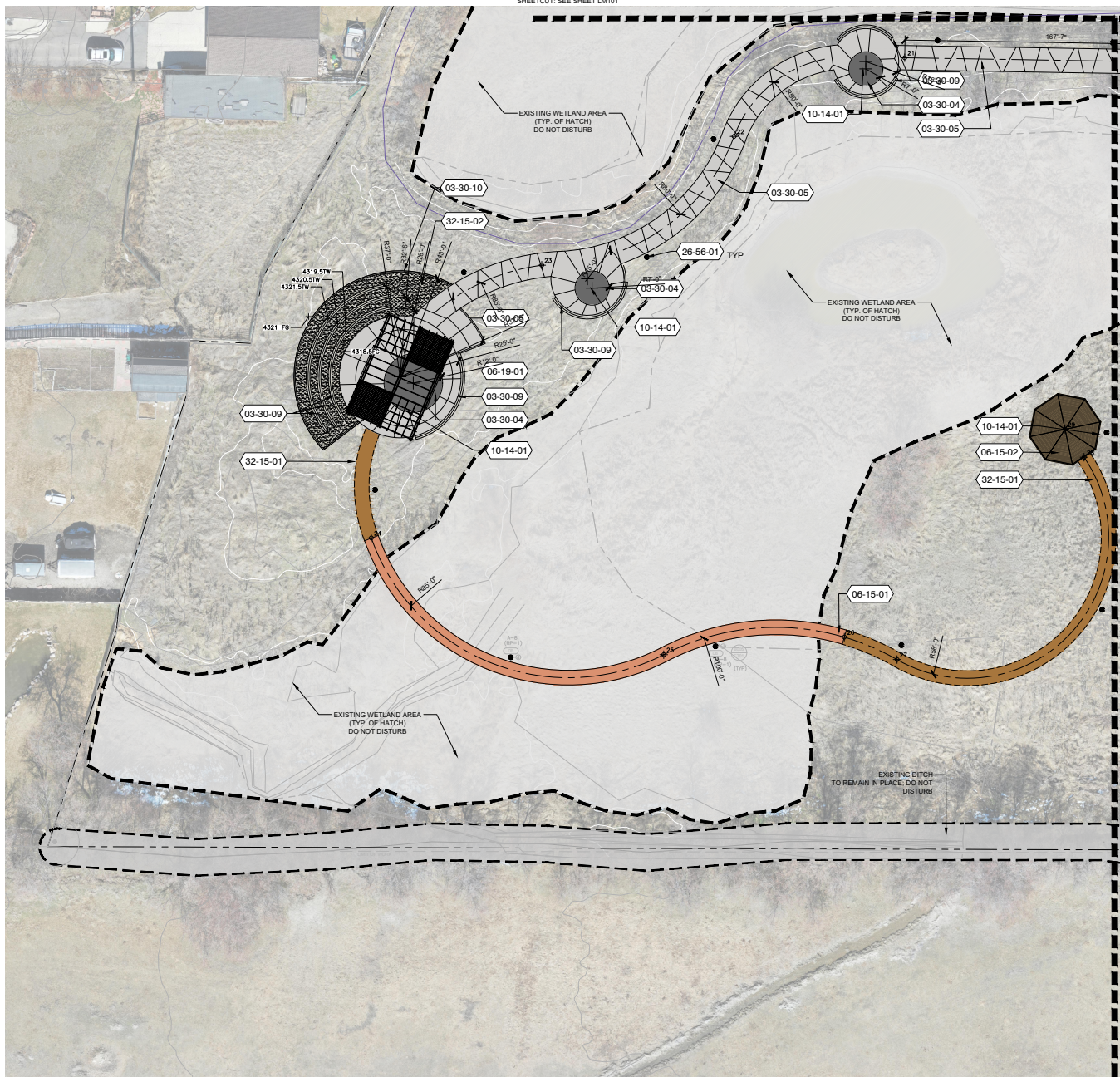
### LICENSURE STAMP



**City Engineer**  
City of South Jordan  
Approved 09/26/2023  
*B. K. Kline* City Engineer







## REFERENCE NOTES SCHEDULE

**City Engineer**  
City of South Jordan  
Approved 09/26/2023  
*Paul Klossner* City Engineer





REFERENCE NOTES SCHEDULE

SYMBOL	CAST-IN-PLACE CONCRETE DESCRIPTION	QTY	DETAIL
03-30-03	CONCRETE PATH 4" THICK CONCRETE OVER 4" ABC NATURAL GRAY COLOR LIGHT BROOM FINISH	860 SF	1/LM201
03-30-04	CONCRETE PAVEMENT WITH SANDBLAST PATTERN. 4" THICK CONCRETE OVER 4" ABC, DAVIS COLOR: GRAPHITE, LIGHT BROOM FINISH WISANDBLASTED PATTERN.	1,222 SF	1/LM201
03-30-05	VEHICULAR CONCRETE PAVEMENT, 4" THICK CONCRETE OVER 4" ABC, DAVIS COLOR: GRAPHITE, LIGHT BROOM FINISH WISANDBLASTED PATTERN.	14,305 SF	
03-30-09	C.I.P. CONCRETE RETAINING SEATWALL NATURAL COLOR, SMOOTH ARCHITECTURAL FINISH WITH WOODEN SLAT TOP	469 LF	1/LM202
03-30-10	6" CONCRETE HEADER	171 LF	/
SYMBOL	WOOD DECKING DESCRIPTION	QTY	DETAIL
06-15-01	WOOD BOARDWALK OVER WETLANDS	3,876 SF	
06-15-02	WOOD DECK OVERLOOK	1,271 SF	1/LM205
SYMBOL	WOOD STRUCTURE DESCRIPTION	QTY	DETAIL
06-19-01	CUSTOM SHADE PAVILION		
SYMBOL	SIGNAGE DESCRIPTION	QTY	DETAIL
10-14-01	INTERPRETIVE SIGN WITH LASER CUT WETLAND GRAPHIC AND EDUCATIONAL PANEL GRAPHICS	2/LM204	
SYMBOL	EXTERIOR LIGHTING DESCRIPTION	QTY	DETAIL
26-56-01	PATH LIGHTING AND ELECTRICAL		
SYMBOL	AGGREGATE SURFACE DESCRIPTION	QTY	DETAIL
32-15-01	COMPACTED DIRT TRAIL	5,455 SF	
32-15-02	3/8" MINUS PERMA BARK, SUPPLIER: STANER PARSONS 1670 NORTH BECK STREET SALT LAKE CITY, UT 84116 PHONE:801-409-9500	1,360 SF	/
SYMBOL	PLANTING DESCRIPTION	QTY	DETAIL
32-95-02	LANDSCAPE WOOD MULCH SEE PLANTING AND IRRIGATION PLAN	593 SF	
SYMBOL	PIPE AND TUBE RAILINGS DESCRIPTION	QTY	DETAIL
5-52-01	HANDRAIL, BOTH SIDES TO MEET IBC CODE. STEEL TUBING POWDER COATED SILVER, CORE DRILL AND MOUNT IN CONCRETE EPOXY	10/LM201	

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
1	CENTERLINE OF PATH	N 7377149.8540	E 1524642.1988
2	CENTERLINE OF PATH	N 7377133.2524	E 1524742.7163
3	CENTERLINE OF PATH	N 7377116.3890	E 1524770.4458
4	CENTERLINE OF PATH	N 7377144.2079	E 1524777.9091
5	CENTERLINE OF PATH	N 7377100.5920	E 1524794.7965
6	CENTERLINE OF PATH	N 7377146.6150	E 1524822.4127
7	CENTERLINE OF PATH	N 7377160.4832	E 1524820.1540
8	CENTERLINE OF PATH	N 7377135.7094	E 1524824.1877
9	CENTERLINE OF PATH	N 7377101.4815	E 1524845.1109
10	CENTERLINE OF PATH	N 7377107.5032	E 1524895.1221
11	CENTERLINE OF PATH	N 7377127.3562	E 1524981.0035
12	CENTERLINE OF PATH	N 7377152.6607	E 1524983.7038
13	CENTERLINE OF PATH	N 7377113.5867	E 1525021.9917
14	CENTERLINE OF PATH	N 7377086.3715	E 1524881.5727
15	CENTERLINE OF PATH	N 7377024.8306	E 1524922.1585
16	CENTERLINE OF PATH	N 7376921.0238	E 1524998.5905
17	CENTERLINE OF PATH	N 7376869.5784	E 1525015.0011
18	CENTERLINE OF PATH	N 7376847.3283	E 1524986.4826
19	CENTERLINE OF PATH	N 7376783.9457	E 1524955.8767
20	CENTERLINE OF PATH	N 7376781.2344	E 1524981.9759
21	CENTERLINE OF PATH	N 7376784.0157	E 1524764.4204
22	CENTERLINE OF PATH	N 7376761.7251	E 1524984.4083
23	CENTERLINE OF PATH	N 7376768.8995	E 1524915.4883
24	CENTERLINE OF PATH	N 7376597.0114	E 1524545.5816
25	CENTERLINE OF PATH	N 7376549.1368	E 1524685.5537
26	CENTERLINE OF PATH	N 7376556.3194	E 1524739.6430
27	CENTERLINE OF PATH	N 7376547.1180	E 1524761.2588
28	CENTERLINE OF PATH	N 7376630.1225	E 1524838.0082
29	CENTERLINE OF PATH	N 7376641.5567	E 1524830.1762
30	CENTERLINE OF PATH	N 7376702.4778	E 1524931.6040
31	CENTERLINE OF PATH	N 7376743.3505	E 1524941.5488
32	CENTERLINE OF PATH	N 7376701.7567	E 1525040.7513
33	CENTERLINE OF PATH	N 7376680.6161	E 1525135.6037
34	CENTERLINE OF PATH	N 7376649.2525	E 1525211.3457
35	CENTERLINE OF PATH	N 7376637.5209	E 1525241.8167
36	CENTERLINE OF PATH	N 7376609.9470	E 1525260.8714
37	CENTERLINE OF PATH	N 7376586.9285	E 1525256.9035
38	CENTERLINE OF PATH	N 7376555.3190	E 1525163.3756
39	CENTERLINE OF PATH	N 7376567.3013	E 1525118.1414
40	CENTERLINE OF PATH	N 7376575.7155	E 1525075.2538
41	CENTERLINE OF PATH	N 7376584.6902	E 1525064.6689
42	CENTERLINE OF PATH	N 7376552.1407	E 1525282.1238
43	CENTERLINE OF PATH	N 7376551.2927	E 1525415.0592
44	CENTERLINE OF PATH	N 7376560.5800	E 1525551.6662
45	CENTERLINE OF PATH	N 7376569.3292	E 1525618.3052
46	CENTERLINE OF PATH	N 7376614.3407	E 1525645.2836



Item H.1.

Contact:  
Dave Harris, P.E.  
480.213.8534  
dharris@epgdc.co

www.epgdc.co

DAVID A. HARRIS  
P.E.  
5/31/2024

Mystic Springs  
947 West Shields Lane  
South Jordan, UT 84095

Owner's Representative:  
Colby Hill  
Associate Director of Parks  
and Recreation  
chill@sjcc.utah.gov

MYSTIC SPRINGS  
EDUCATIONAL WETLAND CENTER  
947 WEST SHIELDS LANE  
SOUTH JORDAN, UT 84095

REV	DATE	DESCRIPTION

DESIGNED BY: BH  
DRAWN: BH  
CHECKED: DAH  
ISSUE DATE: 08/16/2023  
PROJ #: MYSTICSP01

MATERIALS PLAN

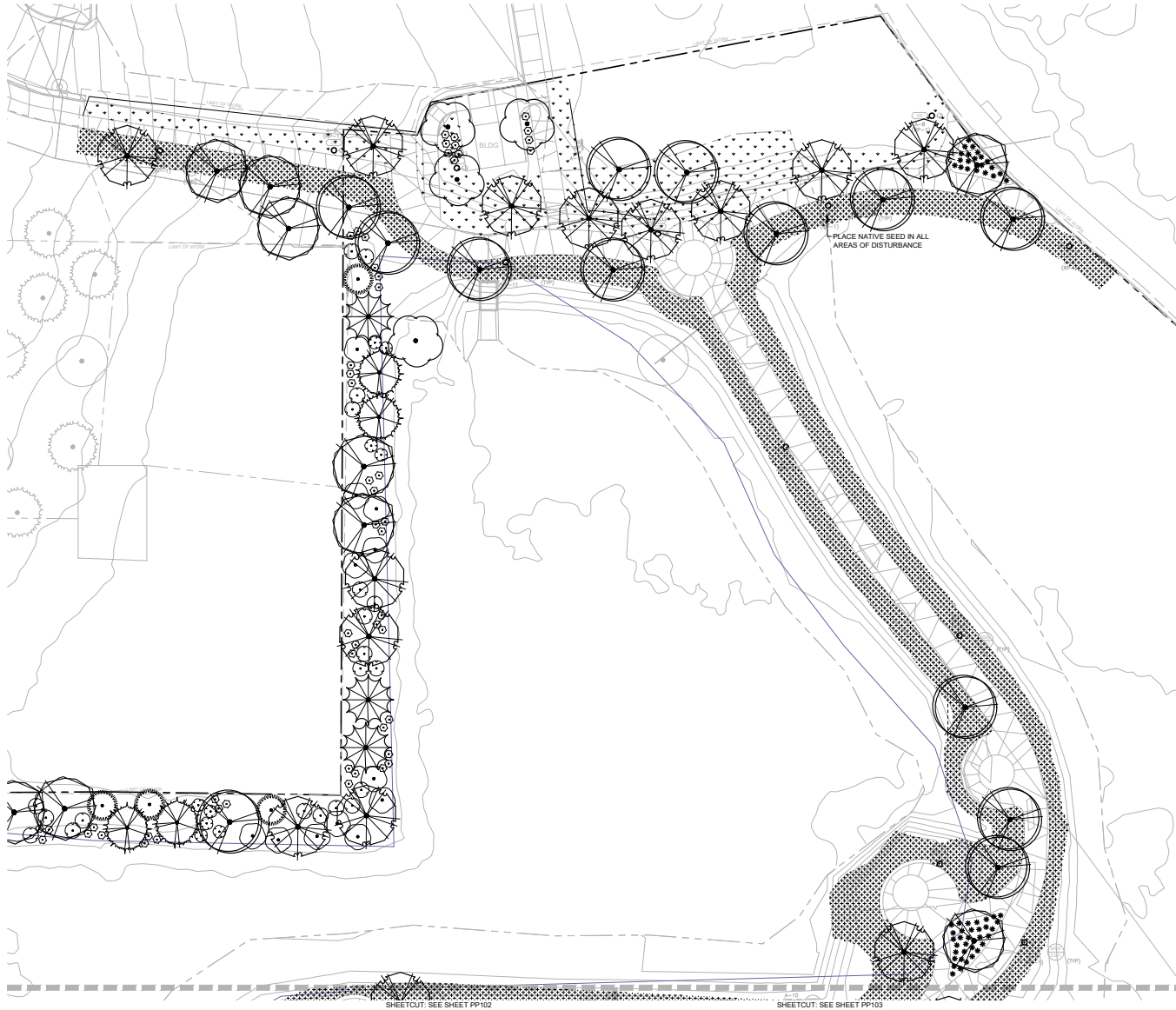
Sheet Number:  
**LM103**

City Engineer  
City of South Jordan  
Approved 09/26/2023  
 City Engineer













**City Engineer**  
City of South Jordan  
Approved 09/26/2023  
*Brenda Klauer* City Engineer





PLANT SCHEDULE

	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>	
	20	BETULA OCCIDENTALIS WATER BIRCH	2" CAL	
	12	CRATAEGUS DOUGLASII DOUGLAS HAWTHORN	2" CAL	
	33	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	2" CAL	
	4	PRUNUS VIRGINIANA CHOKECHERRY	2" CAL	
	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>	
	12	JUNIPERUS OSTEOSPERMA UTAH JUNIPER	8' TO 12'	
	6	PICEA PUNGENS 'GLAUCA' BLUE COLORADO SPRUCE	8' TO 12'	
	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>	
	16	CORNUS SERICEA RED TWIG DOGWOOD	5 GAL	
	23	RHUS AROMATICA FRAGRANT SUMAC	5 GAL	
	26	RIBES AUREUM GOLDEN CURRANT	5 GAL	
	36	ROSA WOODSII MOUNTAIN ROSE	5 GAL	
	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>	
	54	DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL	
	113	DISTICHLIS SPICATA SALTGRASS	1 GAL	
	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>	<b><u>SPACING</u></b>
	8,107 SF	BIOTURF BIONATIVE TURF	SOD	
	53,391 SF	NATIVE SEED MIX NATIVE SEED MIX	SEED	

NATIVE SEED MIXTURE SPECIFICATIONS

GRASSES	BROADCAST RATE (PLS <sup>2</sup> LBS/ACRE)
GREAT BASIN WILDBLUE (LEYMUS CINEREUS)	20
WESTERN WHEATGRASS (PASCOPYRUM SMITHII)	20
SANDBERG BLUEGRASS (POA SANDBERGII)	2.5
SHEEP FESCUE (FESTUCA OVINA)	10
INLAND SALTGRASS (DISTICHLIS SPICATA)	1
TOTAL (PLS <sup>2</sup> LBS/ACRE)	53.5

Item H.1.

Contact:  
Dave Harris, P.E.  
480.213.8534  
dharris@epgdc.com  
www.epgdc.com



Mystic Springs  
947 West Shields Lane  
South Jordan, UT 84095  
Owner's Representative:  
Cody Hill  
Associate Director of Parks  
and Recreation  
cjh@scj.utah.gov

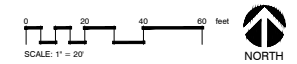
MYSTIC SPRINGS  
EDUCATIONAL WETLAND CENTER  
947 WEST SHIELDS LANE  
SOUTH JORDAN, UT 84095

REV	DATE	DESCRIPTION

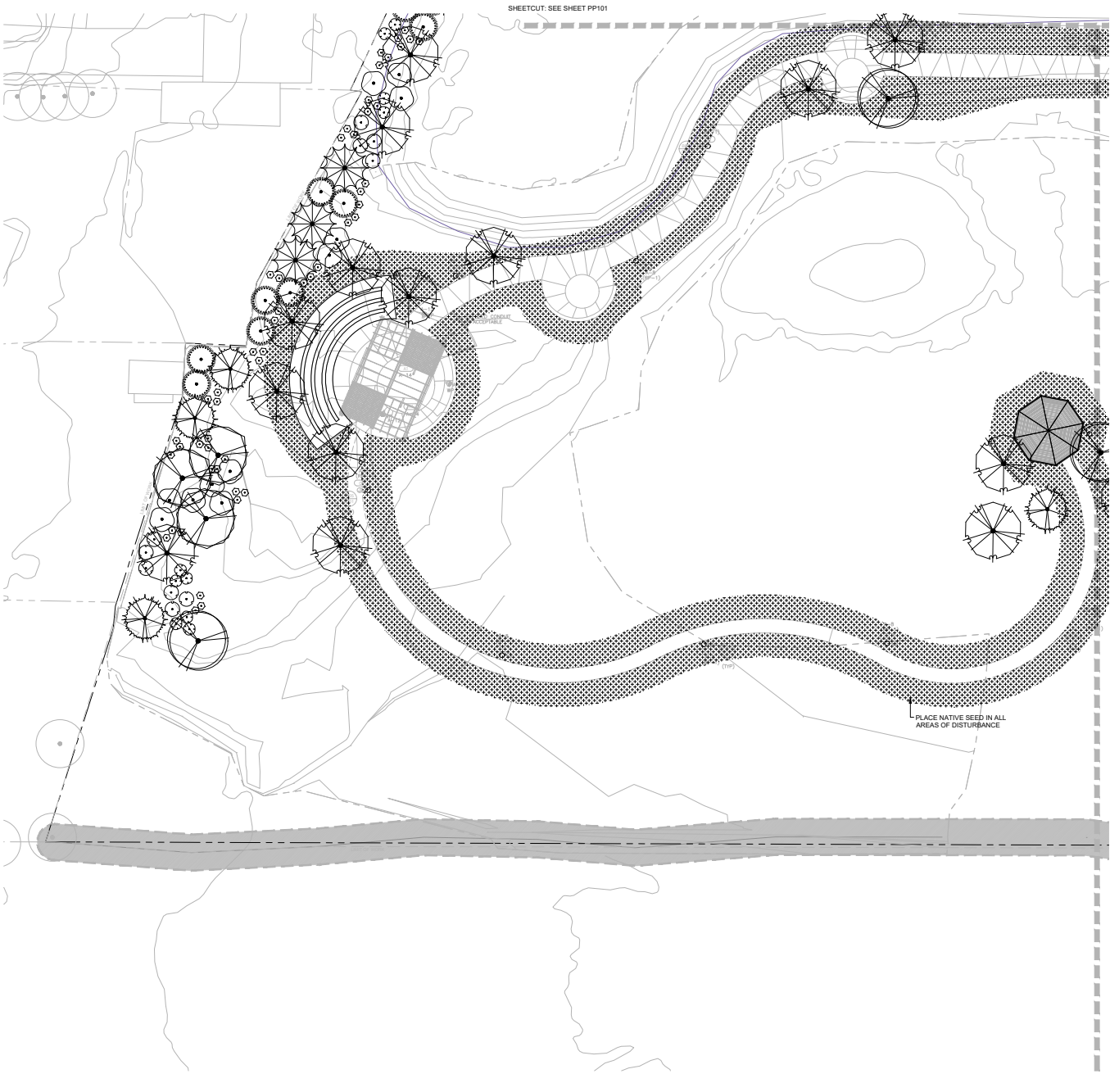
DESIGNED BY: BH  
DRAWN: BH  
CHECKED: DAH  
ISSUE DATE: 08/16/2023  
PROJ #: MYSTICSP01

Sheet Name:  
PLANTING PLAN

Sheet Number:  
PP101



City Engineer  
City of South Jordan  
Approved 09/26/2023  
*Ben Kanner* City Engineer













SHEETCUT: SEE SHEET PP101

SHEETCUT: SEE SHEET PP103

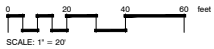
PLACE NATIVE SEED IN ALL  
AREAS OF DISTURBANCE

PLANT SCHEDULE

	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>
	20	BETULA OCCIDENTALIS WATER BIRCH	2" CAL
	12	CRATAEGUS DOUGLASII DOUGLAS HAWTHORN	2" CAL
	33	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	2" CAL
	4	PRUNUS VIRGINIANA CHOKECHERRY	2" CAL
<b><u>EVEN GREEN</u></b>	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>
	12	JUNIPERUS OSTEOSPERMA UTAH JUNIPER	8' TO 12'
	6	PICEA PUNGENS 'GLAUCO' BLUE COLORADO SPRUCE	8' TO 12'
<b><u>SHRUBS</u></b>	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>
	16	CORNUS SERICEA RED TWIG DOGWOOD	5 GAL
	23	RHUS AROMATICA FRAGRANT SUMAC	5 GAL
	26	RIBES AUREUM GOLDEN CURRANT	5 GAL
	36	ROSA WOODSII MOUNTAIN ROSE	5 GAL
<b><u>ORNAMENTAL GRASS</u></b>	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>
	54	DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL
	113	DISTICHLIS SPICATA SALT GRASS	1 GAL
<b><u>GROUND COVERS</u></b>	<b>QTY</b>	<b><u>BOTANICAL / COMMON NAME</u></b>	<b><u>SIZE</u></b>
	8,107 SF	BIOTURF BIONATIVE TURF	SOD
	53,391 SF	NATIVE SEED MIX NATIVE SEED MIX	SEED

NATIVE SEED MIXTURE SPECIFICATIONS

GRASSES	BROADCAST RATE (PLS <sup>2</sup> LBS/ACRE)
GREAT BASIN WILDBLUE (LEYMUS CINEREUS)	20
WESTERN WHEATGRASS (PASCOPYRUM SMITHII)	20
SANDBERG BLUEGRASS (POA SANDBERGII)	2.5
SHEEP FESCUE (FESTUCA OVINA)	10
INLAND SALTGRASS (DISTICHLIS SPICATA)	1
TOTAL (PLS <sup>2</sup> LBS/ACRE)	53.5



City Engineer  
City of South Jordan  
Approved 09/26/2023  
*R. K. Kline* City Engineer

Item H.1.

Contract:  
Dave Harris, P.L.A.  
480.213.8534  
dvharris@epgdc.co  
www.epgdc-design.com

DAVID A. HARRIS  
P.L.A.  
SEP. 27/2024

Mystic Springs  
947 West Shields Lane  
South Jordan, UT 84095

Owner's Representative:  
Colby Hill  
Associate Director of Parks  
and Recreation  
chill@cityofsj.utah.gov

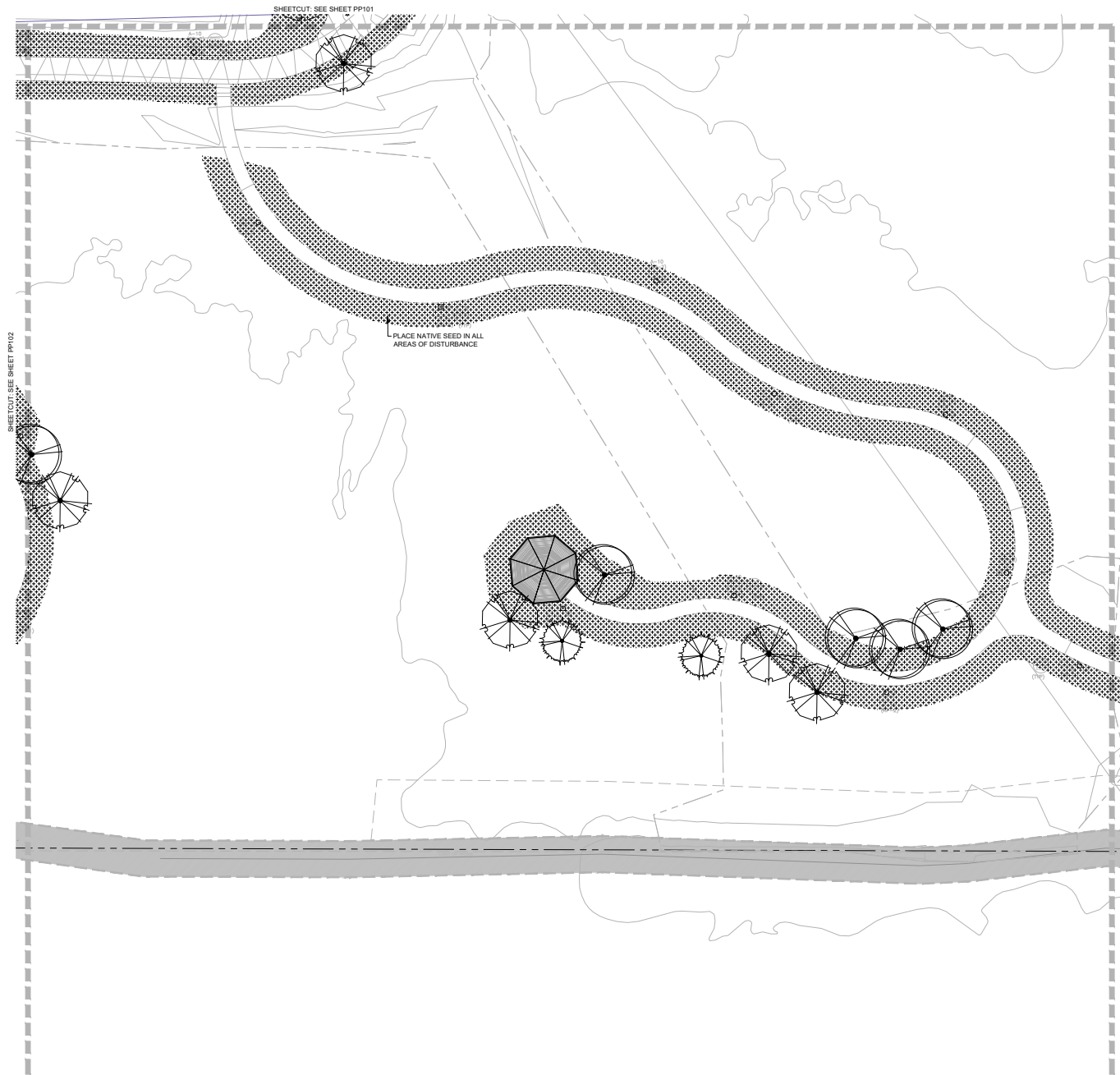
MYSTIC SPRINGS  
EDUCATIONAL WETLAND CENTER  
947 WEST SHIELDS LANE  
SOUTH JORDAN, UT 84095

REV	DATE	DESCRIPTION

DESIGNED BY: BH  
DRAWN: BH  
CHECKED: DAH  
ISSUE DATE: 08/16/2023  
PROJ #: MYSTICSP01

Sheet Name:  
PLANTING PLAN

Sheet Number:  
PP102



PLANT SCHEDULE

SHEET CUT - SEE SHEET PP104

TREES

QTY

BOTANICAL / COMMON NAME

SIZE

20

BETULA OCCIDENTALIS  
WATER BIRCH

2" CAL

12

CRATAEGUS DOUGLASII  
DOUGLAS HAWTHORN

2" CAL

33

POPULUS ANGUSTIFOLIA  
NARROWLEAF COTTONWOOD

2" CAL

4

PRUNUS VIRGINIANA  
CHOKECHERRY

2" CAL

EVERGREEN

QTY

BOTANICAL / COMMON NAME

SIZE

12

JUNIPERUS OSTEOSPERMA  
UTAH JUNIPER

8' TO 12'

6

PICEA PUNGENS 'GLAUCA'  
BLUE COLORADO SPRUCE

8' TO 12'

SHRUBS

QTY

BOTANICAL / COMMON NAME

SIZE

16

CORNUS SERICEA  
RED TWIG DOGWOOD

5 GAL

23

RHUS ARAMATICA  
FRAGRANT SUMAC

5 GAL

26

RIBES AUREUM  
GOLDEN CURRANT

5 GAL

36

ROSA WOODSII  
MOUNTAIN ROSE

5 GAL

ORNAMENTAL GRASS

QTY

BOTANICAL / COMMON NAME

SIZE

54

DESCHAMPSIA CESPITOSA  
TUFTED HAIR GRASS

1 GAL

113

DISTICHLIS SPICATA  
SALTGRASS

1 GAL

GROUND COVERS

QTY

BOTANICAL / COMMON NAME

SIZE

SPACING

8,107 SF

BIOTURF  
BIONATIVE TURF

SOD

53,391 SF

NATIVE SEED MIX  
NATIVE SEED MIX

SEED

NATIVE SEED MIXTURE SPECIFICATIONS

GRASSES	BROADCAST RATE (PLS <sup>2</sup> LBS/ACRE)
GREAT BASIN WILDOYE (LEYMUS CINEREUS)	20
WESTERN WHEATGRASS (PASCOPYRUM SMITHI)	20
SANDBERG BLUEGRASS (POA SANDBERGII)	2.5
SHEEP FESCUE (FESTUCA OVINA)	10
INLAND SALTGRASS (DISTICHLIS SPICATA)	1
TOTAL (PLS <sup>2</sup> LBS/ACRE)	53.5

REV	DATE	DESCRIPTION

DESIGNED BY: BH  
DRAWN: BH  
CHECKED: DAH  
ISSUE DATE: 08/16/2023  
PROJ #: MYSTICS01

Sheet Name:  
PLANTING PLAN











City Engineer  
City of South Jordan  
Approved 09/26/2023  
Red Klover City Engineer



SHEET CUT SIZE SHEET PP103

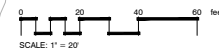


### PLANT SCHEDULE

	QTY	BOTANICAL / COMMON NAME	SIZE	
	20	BETULA OCCIDENTALIS WATER BIRCH	2" CAL	
	12	CRATAEGUS DOUGLASII DOUGLAS HAWTHORN	2" CAL	
	33	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD	2" CAL	
4	PRUNUS VIRGINIANA CHOKECHERRY	2" CAL		
	QTY	BOTANICAL / COMMON NAME	SIZE	
	12	JUNIPERUS OSTEOSPERMA UTAH JUNIPER	8' TO 12'	
6	PICEA PUNGENS 'GLAUCO' BLUE COLORADO SPRUCE	8' TO 12'		
	QTY	BOTANICAL / COMMON NAME	SIZE	
	16	CORNUS SERICEA RED TWIG DOGWOOD	5 GAL	
	23	RHUS AROMATICA FRAGRANT SUMAC	5 GAL	
		26	RIBES AUREUM GOLDEN CURRANT	5 GAL
		36	ROSA WOODSII MOUNTAIN ROSE	5 GAL
		QTY	BOTANICAL / COMMON NAME	SIZE
54		DESCHAMPSIA CESPITOSA TUFTED HAIR GRASS	1 GAL	
	113	DISTICHLIS SPICATA SALTGRASS	1 GAL	
		QTY	BOTANICAL / COMMON NAME	SIZE
8,107 SF		BIOTURF BIONATIVE TURF	SOD	
	53,391 SF	NATIVE SEED MIX NATIVE SEED MIX	SEED	

### NATIVE SEED MIXTURE SPECIFICATIONS

GRASSES	BROADCAST RATE (PLS <sup>2</sup> LBS/ACRE)
GREAT BASIN WILDRYE (LEYMUS CINEREUS)	20
WESTERN WHEATGRASS (PASCOPYRUM SMITHII)	20
SANDBERG BLUEGRASS (POA SANDBERGII)	2.5
SHEEP FESCUE (FESTUCA OVINA)	10
INLAND SALTGRASS (DISTICHLIS SPICATA)	1
TOTAL (PLS <sup>2</sup> LBS/ACRE)	53.5



SCALE: 1" = 20'



City Engineer  
City of South Jordan  
Approved 09/26/2023  
*[Signature]* City Engineer

Item H.1.

Structure / Owner  
CH  
FALE,

Contact:  
Dave Harris, PLS  
480.213.8534  
dharris@epgdc.co  
www.epgdc.design



Mystic Springs  
947 West Shields Lane  
South Jordan, UT 84095

Owner's Representative:  
Colby Hill  
Associate Director of Parks  
and Recreation  
chill@sjc.utah.gov

MYSTIC SPRINGS  
EDUCATIONAL WETLAND CENTER  
947 WEST SHIELDS LANE  
SOUTH JORDAN, UT 84095

REV	DATE	DESCRIPTION

DESIGNED BY: BH  
DRAWN: BH  
CHECKED: DAH  
ISSUE DATE: 08/16/2023  
PROJ #: MYSTICSP01

Sheet Name:  
PLANTING PLAN

Sheet Number:  
PP104



## Contract Review and Approval

**Contract Title/Description:** Mystic Springs TRCC Grant Interlocal Agreement

Contractor/Vendor: Salt Lake County  
 Contract Begin Date: Upon Execution  
 Contract End Date: March 31, 2025  
 Account Number: 420540-540150-63508 -- P-20105-D100-PKIMP  
 Contract Price: \$302,000.00 (funded in FY23/24) grant match

### Approved as to:

Content:

Colby Hill

Colby Hill (Mar 23, 2023 14:40 MDT)

Owner / Project Manager

Bid Summary Included: Yes ☐

N/A ☒

Emergency exception  
Document attached ☐

Payment remittance required Yes ☒ N/A ☐

Department Director:

Jason Rasmussen

Name

Form:

Rae W. Joost

Attorney for the City

Budget:

Sunil Naidu

Sunil Naidu (Mar 27, 2023 13:44 MDT)

Finance Officer

Strategy:

Don Tingey

Don Tingey (Mar 27, 2023 13:44 MDT)

Director of Strategy & Budget

Office of the CM:

Dustin Lewis

Dustin Lewis (Mar 27, 2023 14:25 MDT)

ACM

### Original Received:

City Recorder:

Anna Crockett

City Recorder

Contract Number:

2023-0063

Retention:

GRS-686 (Retain 6 years)

County Contract No. 0000003424  
 DA Log No. 23CIV000410

## INTERLOCAL COOPERATION AGREEMENT

*between*

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

*and*

**CITY OF SOUTH JORDAN**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **CITY OF SOUTH JORDAN**, 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 help it fund the project described in its application attached hereto as **EXHIBIT A** (the “Project”). More specifically, the City requested TRCC Funds to help fund Phase 1 of the Mystic Springs Nature Park. 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. County agrees to reimburse three hundred and one thousand three hundred and eighty-nine dollars (\$301,389.00) 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 Program Application. If the City fails to make and expend such a matching contribution prior to **March 31, 2025**, 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, 2025**. 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. 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.

F. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **March 31, 2025**.

G. 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/>, no later than **December 31, 2023, December 31, 2024 and March 31, 2025**.

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 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

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

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that 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 qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to 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 the contribution 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.

*[The balance of this page was left blank intentionally – Signature pages follow]*

# INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

## SALT LAKE COUNTY:

By Katherine Fife Digitally signed by Katherine Fife  
Date: 2023.04.11 10:35:53 -06'00'  
Mayor Jennifer Wilson or Designee

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

## *Approved by:*

### DEPARTMENT OF COMMUNITY SERVICES

By Robin B. Chalhoub Digitally signed by Robin B. Chalhoub  
Date: 2023.04.10 14:21:36 -06'00'  
Robin Chalhoub  
Department Director  
Dated: \_\_\_\_\_, 2023

## *Reviewed and Advised as to Form and Legality:*

By Craig J. Wangsgard Digitally signed by Craig J. Wangsgard  
Date: 2023.03.02 16:28:06 -07'00'  
Deputy District Attorney


*[Signatures continue on next page.]*

## INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY


## CITY OF SOUTH JORDAN

By   
Gary Whatcott (Mar 27, 2023 15:36 MDT)Name: Gary L WhatcottTitle: City ManagerDated: March 27, 2023

Attest:

  
Anna Crookston, City Recorder  
Date signed: March 27, 2023*Approved as to Form and Legality:*

CITY ATTORNEY

By Name: Ryan W. LooseDated: March, 27, 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 South Jordan  
**#2 - Mystic Springs Phase 1 - PRT**

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

**\$ 301,389.00** Requested

Submitted: 7/6/2022 2:49:54 PM (Pacific)

**Project Contact**

Abigail Patonai

[apatonai@sjc.utah.gov](mailto:apatonai@sjc.utah.gov)

Tel: 8014464357

**Additional Contacts**

none entered

**City of South Jordan**

1600 W Towne Center Dr  
South Jordan, UT 84095  
United States

Telephone 8014464357

Fax

Web [www.sjc.utah.gov](http://www.sjc.utah.gov)

**Director of Strategy & Budget**

Don Tingey

[dtingey@sjc.utah.gov](mailto:dtingey@sjc.utah.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.**

The City of South Jordan is one of the fastest-growing cities in Salt Lake County. As of January 2021, the population was estimated at 79,200 with a buildout population estimated at 120,000 residents.



According to the most current South Jordan Parks Master Plan\*, the City of South Jordan has a total of 291.2 acres of public parks, 44.5 miles of recreation and regional trails, 25 playgrounds, 3 fishing ponds, and many facilities including the Jordan Community Center and Senior Center, Mulligans Golf and Games, and Gale Center of History and Culture.

Item H.1.

\* South Jordan Parks, Recreation, Community Arts, Trails, and Open Space Master Plan (02/21/2017)

#### 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.*

This is priority number two of two applications submitted to the TRCC Support Program.

Jordan River Open Space is located along the shores of the Jordan River and includes the site of the future Mystic Springs Nature Park which will be located along the Jordan River Parkway Trail on the west side of the Jordan River at approximately 947 W and 10000 South. It is primarily a passive open space associated with the river environment. The areas to the east of the Jordan River are classified as a restricted "no-human" location to protect the marshlands and wildlife in the area. The Mystic Springs Nature Park will consist of a walkable educational nature preserve and a trail system that is connected to the existing Jordan River Parkway Trail. The walkway will offer minimum impact on the environment and serve as an educational setting for the public in conservation and wildlife preservation.

Construction estimate is \$547,980 plus 10% Administrative Overhead of \$54,798. The Mystic Springs Nature Park is included in the City's 5-year CIP plan and the City will be budgeting \$301,389 in Fiscal Year 2023-24 and seeks a match of \$301,389 by TRCC Support Program, for a total project cost of \$602,778.

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

The City of South Jordan shares the County's Vision of providing Salt Lake County residents with open space that encompasses trails and access ways that facilitate nature education, and provide observation points and small nature education centers along the Jordan River corridor as emphasized in the Salt Lake County's Parks & Recreation Facilities Master Plan (09/01/2015).

#### 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.*

Jordan River Commission

South Jordan City Residents Surveys

As per the 2016 Master Plan Survey\* conducted by Y2 Analytics, 66% of residents said they use South Jordan parks, trails, and open spaces to meet their needs, and these city resources have the highest average importance ranking. In addition, 58% of surveyed residents state the Jordan River Parkway Trail is the trail they use most often, most commonly using it for walking/jogging. Residents also feel that walking and biking trails are a high funding priority.

The 2022 South Jordan Community Survey conducted by Y2 Analytics found that 86% of residents rated South Jordan's performance "Good" or "Excellent" in creating accessible parks, trails, recreation, and open spaces.

See attached documentation (Jordan River Commission Letter, Appendix A).

\*Full survey report found in Appendix A of the South Jordan Parks, Recreation, Community Arts, Trails, and Open Space Master Plan (02/21/2017).

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

The City of South Jordan placed a trailhead counter along the Jordan River Parkway near Shields Lane in August 2020. The average daily and yearly totals per calendar year are as follows:

Year Average Daily Average Yearly Days w/Data

2020 459.594 168,212 143

2021 441.335 161,087 364

2022 665.605 242,946 185

See attached documentation (Trailhead Counter).

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



The application submitted for the TRCC grant supports the City of South Jordan's Strategic Goals & Objectives. One Strategic Goal is Desirable Amenities and Open Space (DAOS) and objective 4 states that the City "OFFERS a variety of park amenities, recreation and art programs, and community events, for all ages and abilities" One way the City measures this is objective is in its annual community survey which asks residents to rate the maintenance of Parks & Open Space. The City aspires to maintain an 82% or higher rating for Parks & Open Space. The 2022 Annual Community Survey conducted indicated an 81% rating.

Item H.1.

In addition, the following vision statement was established by the South Jordan Parks, Recreation, Community Arts, Trails, and Open Space Advisory Committee:

To provide and enhance comprehensive parks and open space, recreation programs, facilities, events, and services in response to the changing needs of our community.

As the plan is implemented, this simple statement should guide decisions and actions related to parks, recreation, community arts, open space, and trails in the city.

Specifically, the Mystic Springs project will help meet the goals established in the South Jordan Parks, Recreation, Community Arts, Trails, and Open Space Master Plan (02/21/2017):

GOAL 4.0: Assure that the South Jordan trail system meets public needs and expectations.

GOAL 5.0: Assure that trails are safe.

GOAL 7.0: Ensure that critical open spaces, habitat areas, and natural features are maintained and protected.

See attached documentation (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.*

The City of South Jordan Mystic Springs Nature Park project has been identified as a Year 2-5 Project and will be included in the budgeting approval process for FY2023-2024. The City has budgeted \$500,000 in Park Impact Fee Revenue for the FY2022-2023 and could anticipate the same revenues in FY2023-2024. The revenues received could be used towards this project or the Capital Improvement Project General Fund could be reprioritized to fund this project; whichever, at the discretion of the City Council. The City anticipates spending \$301,389 and is seeking a match of \$301,389 from TRCC Support Program. The project manager will provide oversight and approve payment in increments tied to work completion. As City pays the contractor, it will seek reimbursement from TRCC Support Program and reinvest reimbursement until project completion.

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

The City does not anticipate raising additional funds outside of the park impact fees collected from developers; however, may consider reprioritizing Capital Improvement Project funds or applying for additional grant monies.

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

The City anticipates using Park Impact Fees and grants to pay for the initial installation of the project. Annual maintenance will be funded by the General Fund Parks Division.

## Project Details

**12. Please specify type of funding you are requesting**

*The questions numbers below will change depending on your selection for this question.*

- ☐ Consulting Funding
- ☒ Capital Funding
- ☐ Tourism Promotion Funding

**13. Type of consulting services**

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

**14. Goals and objectives of consulting services**

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

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

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

**16. Payment schedule for the work and expenses.**

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

**17. What is the site location of your project?**



*Please provide as specific of location details as possible.*

The property is parcel 27114040240000 (15.75 acres) located at 947 W Shields Lane. The property runs along the w of the Jordan River between approximately 10000 South and 10300 South in South Jordan Utah.

Item H.1.

**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.*

Mystic Springs property is owned by the City of South Jordan (see attached Quit Claim Deed). The property does not currently contain any structures.

**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.*

Mystic Springs is anticipated to be completed in three phases and the City is seeking assistance from the TRCC Support Program for Phase One only. Scope of Work includes, but is not limited to installation of new paving, seat walls, interpretive signage, shade structure, plantings, and irrigation system. The project is shovel-ready and anticipated to start Phase One in July 2023 with an estimated 18-month timeframe to completion.

**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 of South Jordan capital maintenance and operating expenses associated with the Mystic Springs project. The City anticipates adjusting the Parks General Fund Budget annually based on actual historical maintenance costs once the project is complete.

**Fiscal Year Annual Cost**

2024 \$5,000

2025 \$5,000

2026 \$5,500

2027 \$5,500

2027 \$6,000

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

Ken Short has 14 years of experience as a Project Manager working on public works projects. Ken graduated in 2004 from the University of Utah with a BS in Civil and Environmental Engineering. He has been a licensed Professional Engineer in the State of Utah since 2009. Ken has managed projects in multiple civil disciplines including large culinary water tanks, river realignment and bank stabilization, building construction and remodel, park projects, road construction, and water and storm drainpipe construction. Ken supervises other engineers in the South Jordan Engineering department.

**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 attached documentation (Construction Documents 1-3).

**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 attached documentation (Cost Estimate).

**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 Requested \***Required? **Attached Documents \***

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

[TRCC Project Budget Worksheet](#)

Item H.1.

[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

[Budgets](#)[Goals](#)[Appendix A](#)

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)

[Jordan River Commission Letter](#)

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

[Trailhead Counter](#)

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)

[Quit Claim Deed](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

[Future Maintenance - 5 Yr Estimate](#)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

[Construction Documents - 1](#)[Construction Documents - 2](#)

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

[Cost Estimate](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

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

Application ID: 409066

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**EXHIBIT B**  
Program Budget





## TRCC Project Budget Worksheet

### Project Summary:

Total Project Budget	\$ 602,778.00
Total Funding Sources	\$ 301,389.00
County Funding Requested	\$ 301,389.00
<b>Projected Surplus/(Deficit)</b>	<b>\$ -</b>

**Date:** March 2, 2023

**Project Name:** Mystic Springs Phase 1

**Applicant Name:** City of South Jordan

**Contact Name:** Abigail M. Patonai

**Contact Email:** apatonai@sjc.utah.gov

### Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 547,980.00	Cost Estimate
Consultants/Professional Services		
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead	\$ 54,798.00	10%
Contingency		
Other		
<b>Total Project Budget</b>	<b>\$ 602,778.00</b>	

### Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 301,389.00		\$ 301,389.00	Park Impact Fees
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
<b>Total Funding Sources</b>	<b>\$ 301,389.00</b>	<b>\$ -</b>	<b>\$ 301,389.00</b>	











# Mysitc Springs Phase 1 Interlocal TRCC Grant2023-

Final Audit Report

















2023-03-27

Created:	2023-03-23
By:	Melanie Edwards (medwards@sjc.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF0OOQL1RC7-6hsbJ1cSmA01lrc8iTfvt

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-  Document e-signed by Don Tingey (dtingey@sjc.utah.gov)  
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 Document e-signed by Gary Whatcott (gwhatcott@sjc.utah.gov)

Signature Date: 2023-03-27 - 9:36:04 PM GMT - Time Source: server- IP address: 63.226.77.126

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 Document e-signed by Anna Crookston (acrookston@sjc.utah.gov)

Signature Date: 2023-03-27 - 9:40:49 PM GMT - Time Source: server- IP address: 97.117.95.17

 Agreement completed.

2023-03-27 - 9:40:49 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



# **SOUTH JORDAN CITY PLANNING COMMISSION REPORT**

**Meeting Date: 10/10/2023**

**Issue:** RUSHTON BIKE PARK REZONE  
Rezoning from Agricultural (A-1) to Park Open Space (OS-P) Subdistrict

**Address:** 11050 S. Bangerter Hwy.

**File No:** PLZBA202300163

**Applicant:** South Jordan City

**Submitted by:** Andrew McDonald, Planner I  
Ken Short, Supervising Senior Engineer

**Staff Recommendation (Motion Ready):** Based on the findings in this report, I move that the Planning Commission forward a recommendation to the City Council to **approve** File # PLZBA202300163; Rezoning from A-1 to OS-P, via Ordinance No. 2023-04-Z.

<b>ACREAGE:</b>	Approximately 8.26 (acres)
<b>CURRENT ZONE:</b>	A-1
<b>FUTURE LAND USE PLAN:</b>	OS (Open Space)
<b>NEIGHBORING ZONES:</b>	North – OS-P, R-M-5, & R-M-8 South – R-M-6 & Bangerter Hwy West – R-M-5 East – Bangerter Hwy & R-M-8

## **REZONE REVIEW STANDARDS:**

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

The Planning Commission shall receive public comment at the public hearing regarding the proposed rezoning and make a recommendation on the rezoning to the City Council.

---

## **BACKGROUND:**

The City would like to develop some vacant property, which has a land use designation of Open Space (OS) in the General Plan, into what will be called the “Rushton Bike Park.” The purpose of the application is to make the subject properties consistent with the zoning of other adjacent parcels owned by the City, and City Code requirements. This application involves four City parcels: 27-17-377-006, 27-17-377-010, 27-17-377-009 and 27-17-377-007.

The largest parcel involved is currently serving as a storm water retention basin for the neighboring R-M zoned subdivisions. The retention basin area of the parcel will not be developed as part of the project. The proposed zoning is consistent with another City owned parcel in the same vacant field, which is already zoned OS-P. A concept plan for the project is included (see supporting materials).

The other parcels are between Bangerter Hwy. and the Welby-Jacob Canal. These parcels are adjacent to each other and currently zoned A-1. City Code §17.18.060 defines the proposed use as “Outdoor Recreation,” which is not permitted in the A-1 Zone. The Park Open Space (OS-P) Subdistrict allows the Outdoor Recreation use as a conditional use.

The Engineering and Public Works Parks Division hosted a Public Open House Event on September 21, 2023 at the High Pointe Park Pavilion. This event was noticed to the same notice recipients as the public hearing (see attached Notice of Public Open House). Written public comment has been received from a nearby resident (see attached Public Comment Received).

There was an issue with Public Noticing that resulted in this item being rescheduled for the Planning Commission. Public Notices for this meeting are included (see supporting materials). The City Council will be presented this application on Tuesday October 17, 2023. If approved, the Site Plan and CUP will be on the October 24, 2023 Commission meeting.

## **STAFF FINDINGS, CONCLUSION & RECOMMENDATION:**

### **Findings:**

- The application meets the rezone standards of review.
- Rezoning the property will place the Rushton Bike Park in compliance with City Code requirements.
- The rezone from A-1 to OS-P is consistent with the General Plan.
- The Welby and High Pointe trail system provides pedestrian and bicyclist access to the project area. Rushton Park will serve as an amenity to the trail system.
- Oceano Dune Court provides additional access and vehicle parking. The cul-de-sac is built larger than City Standard, and can accommodate up to 10 vehicles. Engineering staff feels that this will allow sufficient parking on the cul-de-sac for the short duration of time visitors are using the park.

- Residents and visitors are able to walk from the cul-de-sac to the project area using a paved walkway that bridges the canal.
- The High Pointe Park Pavilion is not able to be privately reserved.
- Engineering is not anticipating Rushton Park attracting large crowds and use by surrounding mountain biking teams and clubs. Rushton Park is not designed or situated to meet the needs and demands of those groups.
- The project is designed to be sensitive to the neighboring subdivisions.
- The construction timeframe is anticipated to be between April and June 2024.

**Conclusion:**

The rezone is with the General Plan, and City Code §17.20.030.

**Recommendation:**

Based on the findings and conclusions listed in this report, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the application, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

**ALTERNATIVES:**

- Approve an amended application
- Deny the proposed application
- Schedule the application for a decision on some future date

**SUPPORT MATERIALS:**

- Location & Current Zoning Map
- Rushton Bike Park Concept Plan
- Ordinance 2023-04-Z
- Notice of Public Open House
- Original Mailing Notice for 09-26-23
- Mailing Notice for Postponement and Rescheduling
- Utah State Public Notice Website Post
- Public Hearing Notice Posted On-Site
- Public Comment Received



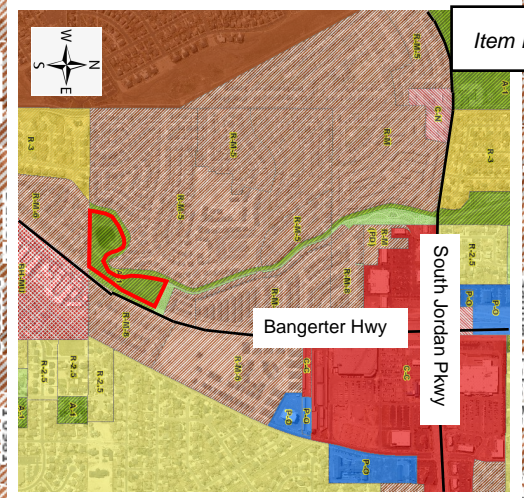
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City of South Jordan  
Andrew McDonald  
Planner I



# Location/Current Zoning Map

Item I.1.



Source: City of South Jordan Current Zoning GIS Map

Subject Property

Bangerter Hwy



## Concept Site Plan



4 5 6 9

ROCK GARDEN



BERM TURN



ROLLER 2



SPLIT DECISION 3



ROCK LADDER

7



NESSY 2 BUMP 8



MOUNTAIN TOP 10



SNAKE LADDER SHORT 11



A-FRAME 12



STEPDOWN ROLLER 13



SKINNY MOUNTAIN TOP



SKINNY A-FRAME 15



ZIG ZAG CENTER 16



THE Y 17



**ORDINANCE NO. 2023-04-Z****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 11050 S. BANGERTER HIGHWAY FROM THE A-1 AGRICULTURAL ZONE TO THE OS-P PARK OPEN SPACE SUBDISTRICT ZONE.**

**WHEREAS**, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the City Code) with the accompanying Zoning Map; and

**WHEREAS**, the Applicant, the City of South Jordan (the “City”), proposed that the City Council amend the Zoning Map by rezoning the below-described property; and

**WHEREAS**, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

**WHEREAS**, the City Council held a public hearing concerning the proposed rezoning; and

**WHEREAS**, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Rezone.** The property described in Application PLZBA202300163, and located at 11050 S. Bangerter Highway, are hereby reclassified from the A-1 Agricultural Zone to the OS-P Park Open Space Subdistrict Zone, on property described/shown in the attached **Exhibit A**.

**SECTION 2. Filing of Zoning Map.** The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

**SECTION 3. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

**SECTION 4. Effective Date.** This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: \_\_\_\_\_

\_\_\_\_\_  
Dawn R. Ramsey

Attest:

City Recorder

Approved as to form:

\_\_\_\_\_

**EXHIBIT A**  
(Property Description)



Dawn R. Ramsey, *Mayor*  
Patrick Harris, *Councilman*  
Brad Marlor, *Councilman*  
Donald J. Shelton, *Councilman*  
Tamara Zander, *Councilman*  
Jason T. McGuire, *Councilman*



PH: 801.254.3742 EMAIL: info@sjc.utah.gov FAX: 801.254.3393

## NOTICE OF PUBLIC OPEN HOUSE

Dear Property Owner:

South Jordan City Parks and Engineering Departments will be holding an open house to present drawings showing the proposed bike trail improvements to the Welby and High pointe trail system at 11050 S Bangerter Highway. The improvements consist of adding primitive dirt trails with mountain biking specific features designed to enhance biking skill development.

You are receiving this letter because Salt Lake County records indicate that **you own property within 300 feet of the proposed project**. The Open House will give residents an opportunity to review the plans for the project, ask questions to city staff and provide feedback. City staff is expecting to start construction of the improvements in spring of 2024.

The open house scheduled to be held on **Thursday, September 21st from 5:00 pm to 6:00 pm at the High Pointe Park Pavilion located at 10960 South Oceano Dune Ct, South Jordan City**. All interested parties are invited to attend.

Should you desire further information, you may contact the Engineering Department Capital Improvements Projects Staff at the City offices or by telephone at (801) 254-3742 during regular business hours. Reasonable accommodations for special needs and/or translation services can be arranged upon timely request.





**ROCK GARDEN**



**BERM TURN**



**A-FRAME 12**



**STEPDOWN ROLLER 13**



**SKINNY MOUNTAIN TOP 14**



**SKINNY A-FRAME 15**



**ZIG ZAG CENTER 16**



**THE Y 17**



**ROLLER 2**



**SPLIT DECISION 3**



**ROCK LADDER 7**



**NESSY 2 BUMP 8**



**MOUNTAIN TOP 10**



**SNAKE LADDER SHORT 11**





Dawn R. Ramsey, *Mayor*  
 Patrick Harris, *Council Member*  
 Bradley G. Marlor, *Council Member*  
 Donald J. Shelton, *Council Member*  
 Tamara Zander, *Council Member*  
 Jason T. McGuire, *Council Member*



PH: 801.446-HELP @SouthJordanUT

## **NOTICE OF PUBLIC HEARING**

September 15th, 2023

Dear Recipient:

South Jordan City has filed an application (**PLZBA202300163**) to rezone a collection City owned properties located at roughly 11050 S. Bangerter Hwy. The application is to rezone the current zoning designation of A-1 (Agricultural) to the Park Open Space (OS-P) Subdistrict.

You are receiving this notice because Salt Lake County records indicate that you own property that is within 300' (feet) of the subject properties; or are listed as an affected entity. A map showing the property location is attached to this notice.

A public hearing regarding this proposal will be held before the South Jordan City Planning Commission **at 6:30 p.m. on Tuesday September 26<sup>th</sup>, 2023, AND City Council at 6:30 p.m. on Tuesday October 3rd, 2023;** in the South Jordan City Council Chambers (1600 W. Towne Center Drive). All interested parties are invited to attend. Virtual attendance can be done by following by providing instructions provided at: <https://www.sjc.utah.gov/254/Planning-Commission> and <https://www.sjc.utah.gov/241/City-Council> on the respective dates. Virtual attendance is contingent upon the user's internet access, not the city. For more information, the published agenda and packet with supporting material will be available to the public by 12 p.m. September 22<sup>nd</sup>, 2023 for Planning Commission at: <https://www.sjc.utah.gov/254/Planning-Commission>; and by 12 p.m. September 29<sup>th</sup>, 2023 for City Council at: <https://www.sjc.utah.gov/241/City-Council>

Public comments for the Planning Commission may be submitted by in writing by mail; or by emailing Andrew McDonald at [amcdonald@sjc.utah.gov](mailto:amcdonald@sjc.utah.gov), **by 3:00 p.m. on September 26<sup>th</sup>, 2023;** and **by 3:00 p.m. on October 3rd, 2023 for City Council.** This ensures that any comments received can be reviewed by the Commission, and included in the record prior to the meeting. Any emails or signed letters received will be placed on record. Comments may also be given, and added to the record, during the public comment portion of the hearing.

Should you desire further information, you may contact the South Jordan Planning (Andrew McDonald) or Engineering Departments (Ken Short): (801) 446-4357 during regular business hours or by contacting the email provided.

Respectfully,  
 Andrew McDonald  
 Planner I



# Location Map of Subject Properties





Dawn R. Ramsey, *Mayor*  
 Patrick Harris, *Council Member*  
 Bradley G. Marlor, *Council Member*  
 Donald J. Shelton, *Council Member*  
 Tamara Zander, *Council Member*  
 Jason T. McGuire, *Council Member*



PH: 801.446-HELP @SouthJordanUT

## **NOTICE OF PUBLIC HEARING**

September 29, 2023

Dear Recipient:

South Jordan City has filed an application (**PLZBA202300163**) to rezone a collection City owned properties located at roughly 11050 S. Bangerter Hwy. The application is to rezone the current zoning designation of A-1 (Agricultural) to the Open Space-Park (OS-P) Subdistrict.

You are receiving this notice because Salt Lake County records indicate that you own property that is within 300' (feet) of the subject properties; or are listed as an affected entity. A map showing the property location is attached to this notice.

**The public hearing regarding this proposal that was originally scheduled before the City Council on October 3<sup>rd</sup>, 2023 has been postponed.**

The South Jordan City **Planning Commission** will hold another public hearing for this application **at 6:30 p.m. on Tuesday October 10<sup>th</sup>, 2023.**

The **City Council** will also hold a public hearing regarding this proposal **at 6:30 p.m. on Tuesday October 17<sup>th</sup>, 2023.**

Both public hearings will be held in the South Jordan City Council Chambers (1600 W. Towne Center Drive). All interested parties are invited to attend. Virtual attendance can be done by following by providing instructions provided at: <https://www.sjc.utah.gov/254/Planning-Commission> and <https://www.sjc.utah.gov/241/City-Council> on the respective dates. Virtual attendance is contingent upon the user's internet access, not the city. For more information, the published agenda and packet with supporting material will be available to the public by 12 p.m. October 5<sup>th</sup>, 2023 for Planning Commission at: <https://www.sjc.utah.gov/254/Planning-Commission>; and by 12 p.m. October 13<sup>th</sup>, 2023 for City Council at: <https://www.sjc.utah.gov/241/City-Council>

Public comments for the Planning Commission may be submitted by in writing by mail; or by emailing Andrew McDonald at [amcdonald@sjc.utah.gov](mailto:amcdonald@sjc.utah.gov), **by 12:00 p.m. on October 5<sup>th</sup>, 2023;** and **by 3:00 p.m. on October 17<sup>th</sup>, 2023 for City Council.** This ensures that any comments received can be reviewed by the Commission, and included in the record prior to the meeting. Any emails or signed letters received will be placed on record. Comments may also be given, and added to the record, during the public comment portion of the hearing.

Should you desire further information, you may contact the South Jordan Planning (Andrew McDonald) or Engineering Departments (Ken Short): (801) 446-4357 during regular business hours or by contacting the email provided.

Respectfully,  
 Andrew McDonald, Planner 1



Location Map of Subject Properties





Support

PUBLIC NOTICE WEBSITE  
DIVISION OF ARCHIVES AND RECORDS SERVICE

## Notice of Public Hearing - Planning Commission

### General Information

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Government Type:

**Municipality**

Entity:

**South Jordan**

Public Body:

**Planning Commission**

Give Feedback

### Notice Information

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**Add Notice to Calendar**

Notice Title:

**Notice of Public Hearing - Planning Commission**

Notice Subject(s):

**Public Meetings**

Notice Type(s):

**Notice, Meeting, Hearing**

Event Start Date & Time:

October 10, 2023 06:30 PM

Event End Date & Time:

October 10, 2023 06:30 PM

Description/Agenda:

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the South Jordan City Planning Commission will hold an in-person meeting on Tuesday, October 10, 2023 beginning at 6:30 PM in the South Jordan City Hall, located at 1600 W. Towne Center Drive, South Jordan, Utah for the purpose of receiving public input on and reviewing each of the following:

- PLSPR202300174 - Mystic Springs Educational Wetland Center, Site Plan, 947 W. Shields Ln., South Jordan City (applicant)
- PLZBA202300163 - Rushton Bike Park Rezone, Agricultural A-1 to Open Space Park OS-P, 11050 S Bangerter Highway, South Jordan City (applicant)

Give Feedback

The meeting may also be joined virtually via Zoom.us phone and video conferencing. All those who desire to attend the meeting via Zoom, please visit <https://www.sjc.utah.gov/planning-commission/> for further instructions on the day of the meeting. Ability to connect and comment is dependent on an individual's internet connection, not the City.

To assure your comments are reviewed and included in the record, written comments may be submitted in advance of the meeting by emailing Greg Schindler at [gschindler@sjc.utah.gov](mailto:gschindler@sjc.utah.gov), by 12:00 p.m. on October 10, 2023. Any attachments to the email must be less than 10 Mb in size.

Questions may be addressed Monday through Friday during regular business hours at the South Jordan City Offices at 801-254-3742.

Notice of Special Accommodations (ADA):

ADA: In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Planner at 801-446-HELP (4357) at least 24 hours prior to the meeting.

Notice of Electronic or Telephone Participation:

ONLY AVAILABLE IF MEETING NOTICED AS ELECTRONIC

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## Meeting Information

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Meeting Location:

1600 W Towne Center Drive  
City Council Chambers with Electronic Option Available  
South Jordan, UT 84095

[Show in Apple Maps](#)

[Show in Google Maps](#)

---

Contact Name:

Anna Crookston

---

Contact Email:

[acrookston@sjc.utah.gov](mailto:acrookston@sjc.utah.gov)

---

Contact Phone:

(801)446-4357

---

Give Feedback

## Notice Posting Details

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Notice Posted On:

September 28, 2023 07:58 PM

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Notice Last Edited On:

September 28, 2023 07:58 PM

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## Download Attachments

File Name	Category	Date Added
<a href="#">Notice Planning Commission State Notice Website Combined.pdf</a>	Public Information Handout	2023/09/28 07:58 PM

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Your Name:

John Smith

Your Email:

username@example.com

Give Feedback

I'm not a robot

reCAPTCHA  
Privacy - Terms



On-Site Posting of  
Hearing Notice

Item I.1.



**From:** Jeff <jackbauer129@gmail.com>  
**Sent:** Tuesday, October 3, 2023 3:43 PM  
**To:** Andrew McDonald  
**Subject:** PLZBA202300163

Hey Mr. McDonald,

My name is Jeff Cook and I live at 10978 Oceano Dune Ct, South Jordan, UT 84009, and unfortunately I cannot attend the public meeting today about putting in the bike track park.

I did want to share my thoughts however, I think the idea for the bike track is really fun, however, I am nervous about using our cul de sac as the parking for the track. We have a lot of little kids amongst all the neighbors and we enjoy the calm that a cul de sac brings. I am nervous about additional cars and people loitering at night.

Also, I know the townhomes right next to where the plan is to put the park are constantly having issues with parking because there is not enough of it. I would bet they would be more than willing to have a parking lot put in near them and potentially pay for part of it if they could use it. Anyways, I wanted to share my opinion, thank you for your time.

--

Jeff Cook  
[jackbauer129@gmail.com](mailto:jackbauer129@gmail.com)