

# 2017 CATNIP Funding Application

## County Active Transportation Network Improvement Program



### 1. Program Introduction & Eligibility

Salt Lake County's Active Transportation Network Improvement Program (CATNIP) funding grants assist communities with implementing bikeway improvements. There are no strict limits on the amount of funding applied for, but typical grants during previous years ranged from \$20,000 to \$150,000. The program operates on a reimbursement basis, meaning that grant recipients front the project costs initially and then submit requests for reimbursement per the terms of the interlocal agreement (ILA) signed with the County.

The following types of costs **are eligible** for inclusion in CATNIP grants:

- Construction of bikeway improvements within street rights-of-way (ROW) by city crews and/or contractors.
- Planning and design (by city staff or consultants) of bikeway improvements within street ROW if they are intended to result in eventual construction.
- Construction management by city crews or consultants.
- Trail or pathway crossings within street ROW.
- Purchase of ROW adjacent to a street.

The following types of costs **are not** eligible for CATNIP grants:

- Trails or pathways within ROW separate from streets.
- Planning purposes not tied to eventual construction of specific bikeway improvements (e.g. city bike master plans).
- Funding of bike share programs (e.g. Greenbike SLC).



## 2. Requirements & Timelines

---

Project sponsors must:

- Be municipal entities with jurisdictional authority over the project location.
- Complete the application materials, save them into a single PDF file, and email the PDF to Travis Jensen at [trjensen@slco.org](mailto:trjensen@slco.org) **by 5:00 PM on Thursday, April 20th, 2017.**  
*Please do not attempt to mail hard copies.*
- Have the Mayor or other authorized person (such as a department/division director) sign the application.
- Have already submitted a CATNIP Letter of Interest (LOI) for the project(s) of which they are submitting full applications. Potential sponsors that wish to submit new ideas may submit LOIs during the next round of CATNIP grants.

Salt Lake County anticipates evaluating the applications and issuing notifications during the week of April 24th or May 1st. Successful applicants will be instructed about how to begin the process of signing ILAs. The County reserves the right to award only a portion of its available funds if an insufficient number of worthy projects are submitted. Unsuccessful applicants may request a debrief to learn about why their project application was not selected and how they may strengthen future applications.



## 3. County Contact Information

---

Contact Travis Jensen at (80) 819-2804 or [trjensen@slco.org](mailto:trjensen@slco.org) for any questions regarding this application process or for a debrief following selection notifications.



## 4. Application Instructions

---

The CATNIP application submittal consists of the following parts, which are described in greater detail in sections 4.1, 4.2, and 4.3:

- Summary information sheet (fillable PDF form) attached as Appendix A
- Concept design information
- Optional supporting documentation

These elements must be submitted in a single PDF package to the County contact listed in Section 3.

### 4.1 Summary Information Sheet

The summary information sheet is intended to capture basic and important information concisely onto a single page. Information that applicants wish to convey that cannot fit onto the summary sheet may be included in the concept plans/descriptions element of the application (see section 4.2). Most parts of the sheet are self-explanatory, but the cost estimate portion warrants further explanation and is described in greater detail in Section 4.1.1. All fields in the sheet should be filled out in Adobe Acrobat (Pro or Reader version) except for the Mayor/Representative signature.

#### 4.1.1 Cost Estimates

Cost estimates do not necessarily need to match the amounts submitted previously in the LOI. They may be updated based on new information, feedback given during the LOI review meeting, or other factors that have affected the estimate since the LOI form was filled out. Project sponsors are asked to show which **calendar years** they anticipate funds will be needed to reimburse project costs. Applicants are encouraged to be realistic in their assessment of how quickly the project can be completed. The County's goal is to structure CATNIP program cash flow to match actual reimbursement requests. Achievement of this goal depends on accurate and realistic estimates of when funds will be needed. Some of the funds must be planned for expenditure in 2017. Otherwise, sponsors are encouraged to hold off on applying until the following year.

For example, consider a project that proposes a total cost of \$120,000 phased such that \$50,000 (\$40,000 of CATNIP) would be spent in 2017 and \$70,000 (\$50,000 of CATNIP) would be spent in 2018. The applicant would enter \$50,000 and \$40,000 in the 2017 boxes for total funds and CATNIP, respectively. Likewise, for 2018 the applicant would enter \$70,000 and \$50,000 in the total and CATNIP boxes, respectively. The grand total box at right would show \$120,000 and the CATNIP total box would show \$90,000.

## **4.2 Concept Plans/Descriptions**

The second part of the CATNIP application is a concept plan and/or description of the project. Applications for projects that will be constructed with CATNIP funds must include concept plan information. Applications for projects that will only involve planning and/or design activities need only submit a description of what the funds would be used for.

### **4.2.1 Concept Plans for Construction Projects**

Applications for projects that will involve construction activities (which also may include design) must include concept plan information. No specific structure or template is provided. Instead, the County provides a few simple guidelines and allows applicants to submit their concept plans in the structure of their choosing. Concept plans may include a mixture of graphics and narrative spanning multiple pages, or they could be a single infographic showing all necessary information in one place. Full engineering plans are not required at this stage, but they may be submitted if an applicant already has them.

Guidelines for preparing concept plan information are as follows:

- Describe the proposed scope of work in enough detail that reviewers can easily understand what the applicant is proposing to do with the requested funds.
- Show the project location on a map of appropriate scale.
- Show or describe the proposed facility cross-sections.
- If the cross-section changes, note which facility segments each different cross-section applies to.
- Show or describe inclusion and frequency of signs, pavement markings, or other such proposed elements.
- If applicable, show or describe how the proposed facility would be treated at intersections.

### **4.2.2 Descriptions of Planning &/or Design Projects**

Applications for projects that will only involve planning and/or design activities still need to include enough information for reviewers to properly assess the merits of the proposal. As with concept plans for construction projects, no specific structure or template is required. Applicants have discretion to structure their application however they feel will best showcase the proposed project.

Guidelines are as follows:

- Describe the proposed scope of work.
- Show the project location/corridor on a map of appropriate scale.
- Describe to the best of your knowledge at this time what the future construction outcome is intended to be (understanding that this might not be entirely known at this time).
- Describe the intended outcome of the project (e.g. final concept plan that can be advanced forward for design, preferred design alternative, etc).

### **4.3 Supporting Documentation**

Applicants may attach additional supporting documentation to supplement the summary information sheet and concept plans described in Sections 4.1 and 4.2. Supporting documentation is not required, but could include items such as:

- Letters of support from internal political or community groups.
- Letters of support from other agencies with an interest in the application, or that may in the future extend the project (e.g. a situation where one city applies for funds now and a neighboring city plans to construct facilities on their portion of the same corridor at a future time).

Any additional documentation must be included in the single PDF submittal described in Section 2.

### **4.4 Resources to Assist with Applications**

Several resources are available to help applicants complete the required information and also assist with eventual project activities if their applications are successful. Remaining questions may be directed to the County's contact person listed in Section 3.

#### **4.4.1 Design Resources**

The AASHTO *Guide for the Development of Bicycle Facilities* is a standard design manual used widely by planners and engineers. It is a copyrighted document that may be purchased from AASHTO [here](#).

The NACTO *Urban Bikeway Design Guide* also provides valuable design information. It generally includes more innovative types of bikeway designs than the AASHTO guide mentioned above.

## 4.4.2 ATIP Network Map

Salt Lake County has been working since late 2015 to develop an Active Transportation Implementation Plan (ATIP). The specific purpose of the ATIP is to develop a countywide network of “high comfort” bikeways. “High comfort” means facilities that most people in the population would consider to be comfortable for riding bicycles. Examples of high comfort bikeways are separated pathways (e.g. Jordan River Trail), quiet neighborhood streets, low volume/speed residential collectors with painted bike lanes, and urban arterials with buffered or protected bike lanes.

CATNIP applications for projects included in the ATIP will receive greater consideration than projects that are not part of the ATIP network. Finalization of the ATIP network is not expected to occur until May 2017. However, applicants may contact the County (see Section 3) to receive the latest draft of the network map if they want to see which projects currently are included.

## 4.5 Scoring Preference

Preference may be given to projects that demonstrate that they possess the following characteristics:

- Serve important destinations (e.g. shopping, schools, jobs).
- Close gaps in the existing bicycle network.
- Construct portions of the network identified in the Active Transportation Implementation Plan (ATIP).
- Provide high-comfort bicycle access to a broad range of people.
- Will be constructed in 2017 rather than future years.
- Have matching funds from other sources (e.g. city, regional, state, federal).
- Have necessary political support within the community.
- Where applicable, appropriate advance coordination with other agencies/groups such as neighboring municipalities, private landowners, transportation agencies, and funding partners.

## 5. Information for Successful Applicants

---

Successful applicants will be required to enter into an ILA with the County. This section describes some important details pertinent to the ILA process, project oversight, and invoicing.



## 5.1 Interlocal Agreements

A copy of the ILA boilerplate is provided for reference in Appendix B. Applicants will be required to enter into an ILA for each successful application. This means that applicants will have multiple ILAs if they submit and are awarded more than one project.

The County can, at its discretion, work with recipients to modify the terms of the ILA. Modifications may include time extensions and/or cost changes. However, the County expects grant recipients to work in good faith to implement projects according to the original timeline. Schedule performance may affect future CATNIP application evaluations.

## 5.2 Project Oversight

The County reserves the right to do the following during the course of project work:

- Request periodic updates on work status.
- Perform design review to ensure that acceptable standards are being met.
- Terminate ILAs and pull funding if contractual terms are not met.

The following set of final procedures must be observed at the conclusion of projects involving construction prior to the County issuing payment for a final invoice:

- Final walk-through inspection involving a designated County representative.
- Submittal of before/after photos of the project area.
- Submittal of final design/construction plans.

## 5.3 Invoicing Process

Recipients can invoice in one lump sum or request progress payments along the way. It's up to them how often they want to invoice. All invoices must be submitted and paid prior to the ILA expiration. The final invoice will not be paid until the project closeout procedures described in Section 5.2 are completed. In situations where other grant funds are involved in addition to CATNIP, recipients may not request reimbursement from the County for costs that have already been paid for by the other grant (i.e. no double dipping).

All requests for reimbursement must be accompanied by proper documentation to provide support for the costs. Documentation may include, but is not limited to:

- Invoices showing consultant planning, design, or construction management costs paid for by the recipient.
- Contractor invoices showing construction costs paid for by the recipient.
- Staff timesheets and hourly rates if internal staff time is billed to the project.
- Receipts for materials purchased directly by the recipient.



**Appendix A – Summary Information Sheet**

---

# Summary Information Sheet

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

Road/Corridor: \_\_\_\_\_

Begin Location: \_\_\_\_\_

End Location: \_\_\_\_\_

Estimated Total Proj. Cost: 2017: \$ \_\_\_\_\_ 2018: \$ \_\_\_\_\_ 2019: \$ \_\_\_\_\_ Grand Total: \$ \_\_\_\_\_

CATNIP Funds Requested: 2017: \$ \_\_\_\_\_ 2018: \$ \_\_\_\_\_ 2019: \$ \_\_\_\_\_ CATNIP Total: \$ \_\_\_\_\_

Project Contact: \_\_\_\_\_  
*(Name, Phone #, Email Address)*

Briefly describe proposed project:

Describe project timeline:

Describe how the project would fit into the surrounding bike network and what destinations it would serve:

Describe coordination with other agencies/groups (if applicable):

Describe political support for the project (from your own community or from other groups):

Describe any other project details, including possible roadblocks to implementation:

Mayor/Authorized Rep. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor/Authorized Rep. Signature: \_\_\_\_\_

## **Appendix B – ILA Template & Sample Invoice Form**

---



**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**

*and*

«**other entity name**»

**THIS INTERLOCAL COOPERATION AGREEMENT** (this “Agreement”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2017 and entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”), and «**other entity name**», a municipal corporation of the State of Utah (the “City”). The County and the City are sometimes referred to collectively as the “Parties” and either may be referred to individually as a “Party,” all as governed by the context in which such words are used.

W I T N E S S E T H :

WHEREAS, the County and the City are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the “Interlocal Act”). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., the County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into the County of the First Class Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN., along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121 of the Utah Transportation Code, UTAH CODE ANN. §§ 72-1-101 *et seq.*, to provide a portion of the revenue in the County of the First Class Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain transportation purposes (hereinafter “County Transportation Funds”); and

WHEREAS, the County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of highway construction, reconstruction, or maintenance projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for the transfer of \$XXXXX of County Transportation Funds to the City to be used by the City for certain highway construction, reconstruction, or maintenance projects;

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. County Transportation Funds – Use.

(a) The County agrees to transfer up to One Hundred and Thirty-Five Thousand Dollars (\$XXXXX) of County Transportation Funds (hereinafter the “Revenue”) to the City.

(b) The City agrees to use the Revenue as follows:

(i) The City shall use up to \$XXXXX of the Revenue for certain highway construction, reconstruction, or maintenance of [project description], to the extent consistent with Subsection 1(c) below; and

(c) The City warrants that it will use the Revenue transferred to the City by the County only for the uses or to reimburse the uses described above, and only to the extent such uses are in accordance with the allowable uses described in Section 72-2-121 of the Utah Code and in accordance with all other applicable federal, state and local laws, rules and regulations. The City represents that the County has not opined on whether any particular use of the Revenue is an allowable use under Section 72-2-121 of the Utah Code, and the City agrees to be liable for and to indemnify the County from any improper use of the Revenue, as indicated in Subsection 6(b) below.

(d) Payments to the City shall be due thirty (30) days after the County receives from the City: (i) a completed copy of the Reimbursement Request Form attached hereto as **EXHIBIT A**; and (ii) invoices and proof of payment for any costs incurred by the City in accordance with Subsection 1(b) for which the City is seeking reimbursement from the County pursuant to the Reimbursement Request Form. All invoices from the City shall be submitted to the County no later than [project deadline], and the County shall have no obligation to pay the City for invoices submitted later than that date. In no event shall the County’s total payment obligation under this Agreement exceed the amount stated in Section 1(a).

2. Deadline to Expend the Revenue; Requirement to Return Funds. The City shall expend all Revenue received or retained under this Agreement in accordance with Section 1(a), above, prior to [project deadline]. If the City is unable to fully expend the Revenue prior to [project deadline] or prior to termination of this Agreement, whichever is earlier, the City shall immediately return any remaining Revenue to the County.

3. Reporting Requirements. Upon the City’s expenditure of Revenue, the City shall provide a cost breakdown report (supported by invoices or receipts) to the County in order to

account for the City's expenditure of the Revenue. The cost breakdown report shall be submitted to the County within thirty (30) days of expending all Revenue or within thirty (30) days of the expenditure deadline specified in Section 2 above, whichever occurs earlier.

4. Recordkeeping. The City agrees to maintain its books and records in such a way that any Revenue 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 Revenue for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

5. Right to Verify and Audit. The County reserves the right to verify the cost breakdown report submitted to the County pursuant to Section 3, above, and to audit the use of Revenue received by the 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.

6. Liability and Indemnification.

(a) The City and the County 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.

(b) The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees 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) any improper use of the Revenue. The City agrees that its duty to defend and indemnify the County 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 City agrees that in no event shall the County be liable for consequential damages and in no event shall the County's total obligation or liability under this Agreement exceed the amount stated in Section 1(a) above.

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

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) 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 Section 11-13-202.5 of the Interlocal Act;

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

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

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the City and the County. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

8. 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.

9. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: County Mayor  
2001 South State, #N2-100  
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney  
2001 South State, #S3-600  
Salt Lake City, Utah 84190

If to the City: «Name»  
[Street Address]  
[City], Utah [Zip]

10. County Ethical Standards. The City represents that it has not: (a) provided an illegal gift or payoff 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 set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

11. 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.

12. Entire Agreement. This Agreement contains 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, and signed by the Parties.

13. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties.

14. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) 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, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) 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 Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). Unless terminated earlier under Section 15 below, this Agreement shall terminate on the earlier of: (i) the City's expenditure of the full amount of Revenue stated in Section 1(a) above; or (ii) [\[project deadline\]](#). However, the City's obligations in Sections 3, 4, 5, and 6, above, shall survive the expiration or termination of this Agreement.

15. Termination. Notwithstanding Section 14, above, this Agreement may be terminated at any time upon written consent of the County and the City. The disposition of any other real or personal property in the event of termination shall be handled as set forth above in Section 7(e).

16. 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 shall remain operative and binding on the Parties.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

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

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

**SALT LAKE COUNTY**

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

Dated: \_\_\_\_\_, 20\_\_\_\_

*Approved as to Form and Legality:*

By \_\_\_\_\_  
Deputy District Attorney

*[Signatures continue on next page]*

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY**

«City Name»

By \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Recorder  
Date signed: \_\_\_\_\_

*Approved as to Form and Legality:*

CITY ATTORNEY

By \_\_\_\_\_

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

Dated: \_\_\_\_\_, 20\_\_\_\_

