

Date: October 28, 2021  
To: Weber County Board of County Commissioners  
From: Sean Wilkinson, AICP *SW*  
Director, Community Development Department  
Subject: **Request for approval of a donation of "Prop 1 Funds" in the amount of \$31,299.76 to Trails Foundation of Northern Utah for asphalt and crack seal repairs on the Pineview Loop Pathway and a right-of-way impact analysis for a future trail from Liberty Park to North Fork Park.**

Agenda Date: November 2, 2021

Documents: Exhibit A: TFNU request letter and cost estimate for repairs on 2200 N and Hwy 158  
Exhibit B: TFNU request letter and cost estimate for repairs on 1900 N  
Exhibit C: TFNU request letter and cost estimate for right-of-way impact analysis  
Exhibit D: Memorandum of Understanding (Approved February 4, 2020)

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**Summary:**

Trails Foundation of Northern Utah (TFNU) is requesting a donation of "Prop 1 funds" in the amount of **\$31,299.76** for asphalt and crack seal repairs on the Pineview Loop Trail, and a right-of-way impact analysis for a future trail from Liberty Park to North Fork Park.

- The asphalt surface and crack seal repairs are on the pathway sections adjacent to Hwy 158 and 2200 N north and east of the "Y" intersection, and on 1900 N at approximately 6500 E. The total cost for the repairs is **\$21,609.76**.
- The right-of-way impact analysis for a future trail from Liberty Park to North Fork Park will include a summary of all adjacent properties and provide quantities for each type of recommended right-of-way purchase (acquisition, easement, etc.). The total cost for this analysis is **\$9,690**.

The requested donation will come from the County option sales and use tax for highways and public transit, also known as "Prop 1 funds." Weber County is authorized to use Prop 1 funds for specific transportation-related purposes described in state law, including "the development, construction, maintenance, or operation of" certain thoroughfares and trails.

On February 4, 2020, the County Commission approved a memorandum of understanding (MOU) with TFNU (under its former business name, Weber Pathways) for all future Prop 1 Fund donations. This MOU eliminates the need for a separate agreement with each donation request. TFNU will apply to the County for future Prop 1 Fund donations and reference this MOU as the basis for compliance and approval.

Weber County allocated \$200,000 of the 2021 Prop 1 fund budget for pathway maintenance. This request will leave the remaining balance at **\$141,220.24**. The following donation has already been approved:

July 2021: **\$27,480** donation for sign adaptors, asphalt repair, and a concept report for a future trail from Liberty Park to North Fork Park



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**STAFF**

Aric W Manning, *Executive Director*  
Kelli Barkema, *Marketing &*  
*Communications*  
Greg Romney, *Accounting*

**Commissioners-**

Trails Foundation of Northern Utah (TFNU) has worked on building and developing the Pineview Loop Pathway (PLP) for over 10 years. The Pineview Loop Pathway is now showing the effects of age and use. Some areas needing repair are becoming safety hazards for thousands of users that bike and walk on this trail annually. The PLP is the backbone of the Ogden Valley trail system and needs to be kept in the best conditions to serve not only the residents but the many tourists that visit the area.

The PLP is a vital piece of trail for our communities and visitors. TFNU has identified a section that desperately needs crack seal and surface treatment. This area is located at 2200 North.

To complete this project, we are asking for \$8,709.76 of Prop. 1 money to fund and complete the repair work. A breakdown of costs will be submitted with this letter as well as a few photos.

Trails Foundation of Northern Utah feels this would be an excellent use of the Prop 1 funds awarded and help keep the PLP safe. This would give us a good start to continuing the repairs on the loop.

Again, we thank you for all your support.

Thank you,

A handwritten signature in black ink, appearing to read "Aric W. Manning". The signature is fluid and cursive, written over a white background.

Aric W. Manning  
Executive Director

# Exhibit A

## Andersen Asphalt

801-675-1555  
admin@andersenam.com



**Prepared For:**  
TFNU  
298 24th Street  
Ogden Utah  
801-648-8838

**Attention:**  
Aric Manning

**Project Address:**  
2200 North  
Eden, Utah

Thank you for the opportunity to provide you with a proposal. Please review the proposal and feel free to call with any questions.

### NUVO GAP B MASTIC

\$4,950.00

#### **Install 550.00 Linear Feet of GAP - Mastic in wide cracks or depressed areas of pavement.**

- This work is performed by cleaning debris and vegetation from lateral pavement cracks 1-1/2"+ or depressed areas with the use of wire wheels and compressed air heat lances.
- Cracks or gaps will be sealed with Gap Mastic B - A next generation hot applied, polymer modified mastic sealant with engineered aggregates and modifiers designed to fill wide cracks and defects to prevent water infiltration and restore ride quality.
- Cracks or gaps near cars or under cars and 'alligatored' pavement may not be treated if not specified.
- If additional mastic over the above linear footage is requested, work will be completed at the same unit price per linear foot.
- This work can be completed with minimal inconvenience to traffic.

### CRACK SEAL

\$3,759.76

#### **Crack Seal 950.00 Linear Feet of transverse and lateral asphalt pavement cracking.**

- This work is performed by cleaning debris and vegetation from transverse and lateral pavement cracks 1/8" to 1 1/2" with the use of wire wheels and heat lances.
- Cracks will be sealed with Nuvo CS B - A next generation hot applied, polymer modified crack and joint sealant. (Meets ASTM Specifications)
- Cracks near or under vehicles may not be treated if vehicle is not removed.
- Nuvo CS B with advanced performance intelibond technology is fast setting, extremely flexible at cold temperatures, and durable in the hot months.
- If additional crack seal over the above linear footage is requested, work will be completed at the same unit price per linear foot.
- This work can be completed with minimal inconvenience to traffic.

**PREPARED BY:** Andersen Asphalt

**PROPOSAL TOTAL:** \$8,709.76

#### Notes:

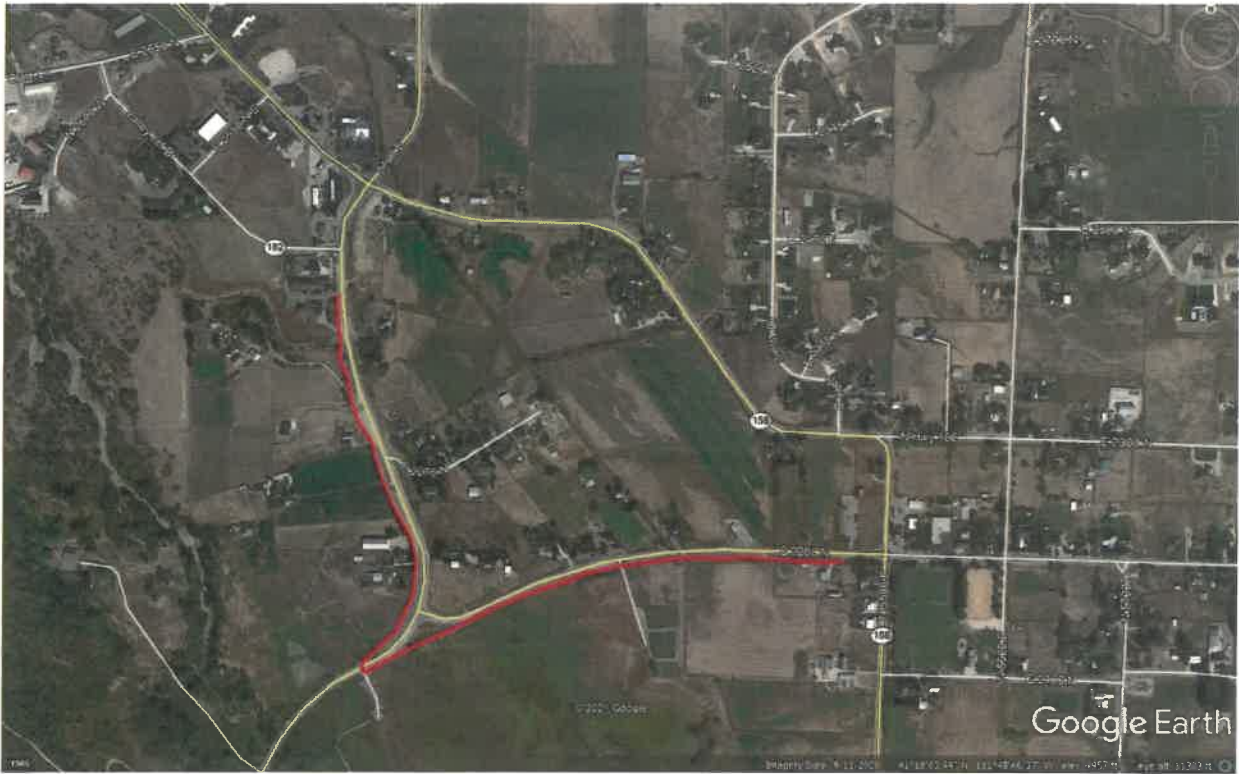
- Additional quantities to be billed at the same rate.
- Power steering turning marks are normal and will fade away over time.
- The sealed surface will remain tender during the hot months of the year.
- Customer is responsible to ensure sprinklers are turned off 24 hrs prior and remain off for 24 hrs after project. Additional costs will be billed if contractor arrives to a wet surface.
- It is the responsibility of the customer to ensure all vehicles or other debris is clear from the maintenance area. All towing costs will be billed to the customer.
- Price based on 1 Mobilization; additional mobilizations will be charged extra.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- Sprinkler systems are to be shut off 24 hours prior to treatment and 24 hours after completion.
- We are not responsible for damage to property from vehicular or foot traffic on wet sealcoat.

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes:  
Any adjustments to the original scope of work shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_





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The PLP is a vital piece of trail for our communities and visitors. TFNU has identified a couple sections that desperately needs crack seal and surface treatment. This areas are located west of the General Store and by the LDS Stake Center.

To complete this project, we are asking for \$12,900 of Prop. 1 money to fund and complete the repair work. A breakdown of costs will be submitted with this letter as well as a few photos.

Trails Foundation of Northern Utah feels this would be an excellent use of the Prop 1 funds awarded and help keep the PLP safe. This would give us a good start to continuing the repairs on the loop.

Again, we thank you for all your support.

Thank you,

A handwritten signature in black ink, appearing to read "Aric W. Manning".

Aric W. Manning  
Executive Director



# ASPHALT PAVING & CONSTRUCTION

<b>To:</b> TFNU	<b>Contact:</b> Allen Wheelwright
<b>Address:</b> PO Box 972 Ogden, UT 84402	<b>Phone:</b>
<b>Project Name:</b> Walking Trail/Eden	<b>Bid Number:</b>
<b>Project Location:</b> Eden, UT	<b>Bid Date:</b> 9/27/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>BY STAKE CENTER</b>					
1	Remove Asphalt & Regrade With 2" Of Road Base And Furnish Place & Compact 3" Of Asphalt	1,100.00	SF	\$3.00	\$3,300.00
<b>Total Price for above BY STAKE CENTER Items:</b>					<b>\$3,300.00</b>
<b>WEST OF GENERAL STORE</b>					
2	Remove Asphalt & Regrade With 2" Of Road Base And Furnish Place & Compact 3" Of Asphalt (400'x8')	3,200.00	SF	\$3.00	\$9,600.00
<b>Total Price for above WEST OF GENERAL STORE Items:</b>					<b>\$9,600.00</b>
<b>Total Bid Price:</b>					<b>\$12,900.00</b>

**Notes:**

- Prior to work beginning, this estimate must be signed by the customer and returned to Post Asphalt.
- Post Construction Company will not guarantee drainage on grades with 1% or less slope or on overlays
- Price does not include permits or survey for quoted items
- Price to be billed based on measurements following job completion.
- Price does not include Traffic Control, Saw Cutting, Compaction Testing or Material Testing

**Payment Terms:**

Payment terms are net (15) days from the date of each original invoice. If payment is not received within such thirty days, interest shall be charged on the outstanding principal amount at the rate of two percent per month (twenty-four percent annually), until paid in full. Where legal proceedings are instituted for recovery of all balance's due, Post Asphalt Paving & Construction shall be entitled to recover additional costs incurred, including reasonable attorney's fee. Post Asphalt Paving & Construction is hereby authorized to file a preliminary notice describing the aforesaid Customer Address pursuant to UTAH CODE ANN. 38-1a-501,1953 (as amended).

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Post Construction Company</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jeff Post (801) 430-1708 jeff@postasphalt.com</p>
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The PLP is a vital piece of trail for our communities and visitors. TFNU would like to evaluate and look for a right of way impact analysis for a new trail in Eden that extends from 4100 N (Liberty Park) to 5900 North – approximately 2.75 miles.

To complete this project, we are asking for \$9,690 of Prop. 1 money to fund the study. A breakdown of costs will be submitted with this letter as well as a few photos.

Trails Foundation of Northern Utah feels this would be an excellent use of the Prop 1 funds awarded to look to extend the PLP.

Again, we thank you for all your support.

Thank you,

Aric W. Manning  
Executive Director





September 13, 2021

Trails Foundation Northern Utah  
Attn. Alan Wheelwright  
298 24<sup>th</sup> Street, Ste 325  
Ogden, UT 84401  
awheelwright@gmail.com

**RE: Eden Trail – Liberty Park to 5900 North – Right of Way Identification**

Dear Alan;

Project Engineering Consultants, Ltd. (PEC) is pleased to submit a scope and fee to evaluate and prepare a right-of-way impact analysis for a new trail in Eden, Utah that extends from 4100 North (Liberty Park) to 5900 North, approximately 2.75 miles. The new trail design will follow the preferred alignment as identified in the concept feasibility study completed prior.

**SCOPE OF WORK**

**Preliminary Design & ROW Identification**

PEC will layout the trail design per the concept report previously prepared, using the preferred alternative. PEC will utilize database GIS and aerial imagery information for the preliminary design & right-of-way impact analysis. The trail will be designed with enough detail to identify rough order of magnitude right-of-way impacts. PEC will develop a right-of-way summary of all adjacent properties along the proposed trail and provide quantities for each type of recommended right-of-way purchase required, i.e., property acquisition, easement.

*Deliverables:*

1. Scroll plot of trail layout
2. Right of Way summary

***Proposal Clarifications***

The following represent clarifications to the PEC proposal:

- Trail design is based on AASHTO standards
- Design will be developed using AutoCAD 2021
- PEC has assumed 20 parcels where acquisition documents would be required

***Proposal Exclusions***

The following items are either not specifically identified in the Scope of Services section or are to be excluded from PEC's Scope of Services:

- a. Agency Fees and Permits (Impact Fees, Application, and Review Fees, etc.)
- b. Legal Documents, Title Reports, and Filing Fees
- c. Property or Right-of-Way acquisition and negotiation
- d. Gaps/Overlaps and/or Boundary Resolutions
- e. Trail alignment is assumed to be fixed from the feasibility study already performed, additional alignment alternative analysis is not included

- f. No underground drainage is not expected and has not been included in the cost
- g. Utility Design – Utility coordination with 3<sup>rd</sup> parties is expected but utility relocation design if needed will be provided by utility company.
- h. Off-site improvements including Drainage, Roadway, Grading, Utilities, etc.
- i. Traffic Impact Study (TIS) and Report
- j. Retaining wall layout and design services
- k. Landscape and irrigation design services
- l. Bridge design is assumed to be provided by manufacture, PEC will provide design for abutments
- m. Public meetings including one-on-one meetings with property owners and open house meetings.
- n. Extraordinary requirements placed on the project by governing agencies
- o. Construction Staking
- p. Construction administration/ construction management (CA/CM), material testing, and special inspections

The project budget for the scope as outlined above is a lump sum of **\$9,690.00**. If additional meetings, analysis, design, or work that is outside this scope become necessary, at the client's written direction the work will be performed on a time and expenses basis based on our current fee schedule. This includes additional negotiations and all other procedures not specifically outlined within this scope as requested by the client.

PEC looks forward to participating in this project. Please call us if you have any questions or comments concerning this proposed scope of work.

Respectfully,  
**Project Engineering Consultants, Ltd.**



Lars Anderson, PLA  
Principal & COO

# Exhibit D

## MEMORANDUM OF UNDERSTANDING BETWEEN WEBER PATHWAYS AND WEBER COUNTY

1. **BACKGROUND:** Weber County receives sales tax funds collected under Section 59-12-2219 of the Utah Code, which is known as the "county option sales and use tax for highways and public transit." The funds are sometimes referred to as "Prop 1 funds," because the ballot proposition that resulted in the enactment of the tax in Weber County was known as Proposition 1. Therefore, this Memorandum of Understanding (MOU) will use the term "Prop 1 funds" to describe the funds. The County is authorized to use Prop 1 funds for specific transportation-related purposes described in state law, including "the development, construction, maintenance, or operation of" certain thoroughfares and trails. Weber Pathways has asked to use Prop 1 funds for specific trail projects and desires to have future access to the funds for other trail projects.
2. **PURPOSE:** The purpose of this MOU is to guarantee that Weber Pathways, dba Trails Foundation of Northern Utah (TFNU), will use Prop 1 funds in accordance with applicable County and State laws, ordinances, and policies, without requiring a separate contract for each donation of funds. The County Commission finds that these donations will contribute to the safety, health, comfort, and convenience of county residents.
3. **SCOPE:** This MOU for the donation and use of Prop 1 funds is made between Weber Pathways and Weber County.
4. **UNDERSTANDING, AGREEMENTS, AND SUPPORT REQUIREMENTS:**
  - A. Weber Pathways is a nonprofit 501(c)(3) organization with a mission to "plan, promote, construct, and protect a network of public pathways, trails, and related open spaces for non-motorized users throughout the greater Weber County area."
  - B. Weber County intends to donate Prop 1 funds to Weber Pathways for the purpose of planning and building eligible pathways and trails in unincorporated Weber County.
  - C. To receive donations of Prop 1 funds, Weber Pathways must apply to the County, specifying which projects the Prop 1 funds will be used for. If Weber Pathways wants to use donated Prop 1 funds for projects not included in the original application, it must file a new application seeking authorization to use the funds for other projects.
  - D. Weber Pathways will only use Weber County's Prop 1 fund donations for corridor preservation, engineering, environmental review, surveying, permitting, construction, project management, and any other project-specific tasks necessary to complete approved projects.
  - E. Weber Pathways will comply with all applicable County and State laws, ordinances, and policies.
  - F. Weber Pathways will account for the expenditure of Prop 1 funds and will provide updates to Weber County upon request.

G. Weber Pathways will indemnify and hold harmless the County, its officers, agents, and employees from and against any claims or suits that arise as a result of Prop 1 fund donations, including improper use of Prop 1 funds.

5. **EFFECTIVE DATE:** This MOU is effective upon signature by both parties and will remain in effect until modified, replaced, or terminated by agreement of the parties.
6. **MODIFICATION:** Modification of this agreement requires written notification and approval by both parties 30 days in advance.
7. **GOVERNING LAW:** The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this agreement.
8. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this agreement unless specifically incorporated herein by reference.
9. **SIGNATURES:** In witness whereof the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By [Signature]  
Gage Froerer, Chair

Commissioner Froerer voted   
Commissioner Jenkins voted   
Commissioner Harvey voted

ATTEST:

Date:

[Signature]  
for Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

4 FEB 2020

WEBER PATHWAYS

By [Signature]  
Mark Benigni, Executive Director

Subscribed and sworn to before me this 17 day of January, 2020.

[Signature]  
Notary Public

