

LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: 3300 North (Phase 1)

This Local Transportation Funding Agreement (the “Agreement”) is entered into by and between the County of Weber, Utah (the “County”) and Farr West City (the “City”), individually referred to as “Party” and jointly referred to as “Parties.”

WHEREAS, Utah Code Annotated § 59-12-2217, the County Option Sales and Use Tax for Transportation, provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding for transportation and transit projects or services (“Transportation Funding”), and

WHEREAS, the Weber Area Council of Governments (“WACOG”) is the council of governments with the authority to work with the Board of Weber County Commissioners (the “County Commission”) to prioritize and approve Transportation Funding for such projects; and

WHEREAS, the City submitted a timely and complete application to WACOG, which is attached as **Exhibit A** of this Agreement, requesting Transportation Funding for the City’s 3300 North (Phase 1) Project; and

WHEREAS, the City has committed matching contributions to the Project, as evidenced in its funding application; and

WHEREAS, the City’s application was approved by WACOG on November 6, 2023 and subsequently approved by the County Commission on November 14, 2023; and

WHEREAS, the County Commission, in consideration of the recommendations of WACOG, has awarded the City up to \$1,058,000 in Transportation Funding (the “Award”) programmed for the calendar year 2026, subject to the County and the City entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the City agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF THE AWARD

- A. The County shall pay the City the Award to cover expenses that are necessary for the completion of the activities specifically described in **Exhibit A** (the “Project”). If there is a conflict between the terms and provisions of **Exhibit A** and this Agreement, the terms of this Agreement shall govern.
- B. The City shall only use the Award to cover necessary expenses that fall within the scope of the Project. The City shall use the Award in compliance with all program policies that have been adopted by WACOG. Should any provision of the program policies conflict with state or federal law, the conflicting provisions of state or federal law shall govern.

- C. Except as provided in Section 4.B. of this Agreement (which involves advanced Award payments), the City must expend “Matching Contributions” toward the Project before receiving the Award. For purposes of this Agreement, the Matching Contributions shall be 10% of the Award. The reimbursement payments described in Section 4 of this Agreement shall not commence until the County has received and verified evidence of the City’s expenditure of the Matching Contributions. If the actual Award received by the City is less than the original Award amount, then the County shall adjust the Matching Contributions proportionately to reflect the actual Award.
- D. The City may make revisions to the scope of the Project with written approval from the County Commission where such revision does not materially alter the scope of the Project. The Parties are not required to execute an amendment to this Agreement in making such revisions. Instead, the written approval shall be incorporated into Exhibit A and shall be retained on file with the original Agreement.
- E. For illustration purposes only, a revision to a Project may include a change in the design, implementation, or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the scope of the Project that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the City’s budget for the Project and/or the Award to City set forth in this Agreement.
- F. In no event shall a revision to the scope of the Project entitle the City to an additional allocation of Transportation Funding unless the City and the County execute a written amendment to this Agreement to increase the Award. The County Commission, in its sole discretion, and in consideration of a recommendation from WACOG, may approve and authorize additional Transportation Funding for the Project. However, no such additional allocation is guaranteed.
- G. The County is not responsible for the construction, maintenance, or completion of the Project.

2. TRANSPORTATION FUNDING SUBJECT TO AVAILABILITY

- A. The City acknowledges that the County cannot guarantee the payment of Transportation Funding that has not yet been appropriated, including such funding that makes up the Award. While the County may not use those funds for purposes or projects that have not gone through the WACOG process, which is outlined in Utah Code Annotated § 59-12-2217, there is no guarantee that the applicable tax revenue will be sufficient to fund all approved projects.
- B. If there is a funding shortfall at the time the County prepares its budget for one of the years programmed for the Award, then notwithstanding any other provision of this

Agreement, the County may, without penalty or liability of any kind, adjust the Award to the proportional amount of available Transportation Funding, as follows:

The County shall calculate the ratio of money promised for this Project to the total promised money for WACOG approved projects for the year, and then the County shall multiply that ratio by the actual funds anticipated to be available for WACOG approved projects at the time the County prepares its budget for the year.

Here is an example using hypothetical numbers:

Assume the County has promised \$1,250,000 for this Project for the year 2026. If the County promised a total of \$25,000,000 for WACOG approved projects for 2026, then the ratio would be 5%. If, at budget preparation time, the available funds were only anticipated to be \$15,000,000, then the County would only be obligated to pay 5% of the \$15,000,000 to this Project, or \$750,000.

- C. If the County pays a reduced proportional amount as set forth above, it shall continue to pay proportional amounts of the funds available for WACOG approved projects in subsequent years, and shall not approve new projects to use those funds for those years until the full amount set forth in this Agreement has been paid. The City specifically acknowledges and agrees that in the event of a funding shortfall, the County shall not be obligated to make up the difference using the County's general funds or any other funding source.

3. TERM OF AGREEMENT

This Agreement shall terminate after satisfaction of all obligations accrued or incurred hereunder, or upon completion or cancellation of the Project referenced herein.

4. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to the City on a reimbursement basis. The City shall submit reimbursement requests to the County Transportation Fund Manager each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include a signed certification by the City engineer that the expenses for which the City is seeking reimbursement fall within the Project scope under Section 1 of this Agreement. The City may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the City in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the City's actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until the City delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into City's bank account, according to a mutually agreeable process established by the City and the County.
- E. *Recoupment.* The Award is subject to recoupment by the County for the City's failure to use the funds for the Project in strict accordance with this Agreement and WACOG policies.

5. REPORTING REQUIREMENTS

The City shall submit such reports and adhere to all conditions and obligations as are required by the County, which include, but are not limited to, the reporting requirements established under WACOG policies. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the City's records that are related to the Project and/or the City's performance of this Agreement. Notwithstanding any record retention policies, the City shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

In addition to the requirements set forth in this Agreement and WACOG policies, use of the Award may be subject to various other federal, state, and local laws including, but not limited to Utah Code Ann. §§ 59-12-2217 (as amended) and 59-12-2212.2 (as amended). The City shall comply with all applicable federal, state, and local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

7. RETURN OF FUNDS; RECOUPMENT

- A. If the City uses any portion of the Award in violation of this Agreement, including any applicable laws and WACOG policies, then the County may recoup such funding from the City. If the County determines that such a violation exists, the County shall provide the City with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from the County, the City may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment, or (2) written consent to the notice of recoupment.

- B. If the City has not submitted a reconsideration request, or if the County denies the reconsideration request, the City shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

8. WITHHOLDING REIMBURSEMENT; SUSPENSION OF AGREEMENT

- A. If the City fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:
 - a. withhold all or any part of payment pending correction of the deficiency; or
 - b. suspend all or part of this Agreement.
- B. Further, any failure to perform as required pursuant to this Agreement may subject the City to recoupment as set forth under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 9 below. The County may also consider performance under this Agreement when considering future awards.

9. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the City fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - b. The City has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 - c. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the City of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the City shall have 15 calendar days to cure the cause for termination. If the City has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the City of the termination, the

reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the City are subject to recoupment by the County in accordance with this Agreement. Any costs resulting from obligations incurred by the City after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

10. CLOSE OUT AFTER TERMINATION

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the City, the County will make or arrange for payment to the City of allowable reimbursable costs that were not covered by previous reimbursements.
- B. Within 30 calendar days after the date of termination, the City shall submit to the County all financial, performance, and other reports required by this Agreement and WACOG policies, and in addition, will cooperate in a Project audit by the County or its designee if the County opts to conduct such an audit;
- C. Closeout of funds will not occur unless all requirements of this Agreement, WACOG policies, and Federal, State, and Local laws are met and all outstanding issues with the City in regards to this Agreement have been resolved to the satisfaction of the County.
- D. Any unused Award funds in the City's possession or control shall be immediately returned to the County.

11. INDEMNIFICATION

To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages arising from the City's misuse of the Award; personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons; and in regards to damage to property, arising or alleged to have arisen out of the City's performance of this Agreement, when such injuries to persons or damage to property are due to the actions of the City, its subcontractors, agents, successors, or assigns.

12. NOTICES

Any notices required to be given by the County or the City shall be in writing and delivered to the following representatives for each party:

The County	The City
County of Weber Attn: Transportation Funding Specialist 2380 Washington Blvd., Suite 240 Ogden, UT 84401 bstewart@webercountyutah.gov	Farr West City Attn: Mayor 1896 North 1800 West Farr West, UT 84404 mayor@farrwestcity.org

13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

14. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

The City shall, in good faith and to the greatest extent possible, complete the Project in accordance with the City’s proposed project timeline in the City’s application. City acknowledges that time is of the essence, and City shall exercise due diligence to complete the project in a timely manner.

15. ASSIGNMENT

The City shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

16. AMENDMENTS

This Agreement cannot be amended or modified except in writing signed by both Parties.

17. VENUE AND CHOICE OF LAW

If either Party initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and the City agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

18. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

19. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

20. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

21. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

22. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the City represent that one or both of them has the authority to execute this Agreement and to bind the City to its terms.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
James H. Harvey, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

FARR WEST CITY

By 

Name/Title: Ken Phippen / Mayor

Date February 26, 2024

ATTEST:



Name/Title: Lindsay Afuvai / City Recorder



EXHIBIT A
Project Scope



Purpose and Needs Statement

3300 North Widening and Roundabout, Phase 1

The purpose of widening 3300 North and constructing a roundabout at the intersection of 2575 West is to improve the transportation infrastructure and accommodate the growing needs of Farr West and Plain City. The widening of the road aims to enhance traffic flow, reduce congestion, and ensure safer and more efficient travel for motorists. The angle of the road as it comes from Plain City towards the 2575 West is also a safety concern as safe site distances do not exist. The first phase of the overall 3300 North Widening Project will widen the roadway from 2700 West to 2550 West and construct the roundabout at 2575 West to accommodate increased vehicular capacity and support future growth and development.

Increased Traffic Capacity and Improved Traffic Flow: The current road infrastructure does not provide room for turning movements which can block thru-traffic, leading to congestion, delays, and safety hazards. Acquiring property to widen the road will provide additional lanes or increased width, allowing for a higher traffic capacity and better traffic flow. In addition, by installing a roundabout, continuous traffic flow can be created, eliminating the need for traffic lights or stop signs. This will improve overall traffic efficiency, reduce delays, and enhance the capacity of the intersection to handle increasing traffic volumes.

Safety Improvements: A narrower road can pose safety risks, especially when traffic volume increases. By acquiring property and widening the road there will be sufficient space for multiple lanes, wider shoulders, and improved turning lanes, enhancing safety for motorists, pedestrians, and cyclists. The current intersection configuration presents safety concerns, as it is prone to accidents, including rear-end collisions and T-bone crashes. Also, a roundabout provides a safer alternative by promoting slower speeds, reducing conflict points, and eliminating the potential for high-speed, high-impact collisions. The design will prioritize the safety of all road users, including pedestrians and cyclists, with dedicated crosswalks, refuge islands, and bike lanes.

Future-Proofing Infrastructure: Acquiring property and implementing a roundabout during the widening project ensures the road's long-term viability and accommodates future growth. The expanded road and roundabout design will have the flexibility to handle increased traffic volumes as the community continues to develop and expand.

Enhancing Accessibility: The widened road will improve accessibility for residents, businesses, and emergency services. It will enable smoother and more efficient transportation, ensuring easier access to key locations, such as schools, hospitals, commercial centers, and residential areas. This increased accessibility will enhance the quality of life for the community and support economic vitality.

By acquiring property to widen the road and constructing a roundabout, future construction phases of the Project can be implemented to create a safer, more efficient, and future-ready transportation system that benefits and contributes to the communities' overall development.

WACOG

Weber Area Council of Governments



APPLICATION INFORMATION - *Notice: Due Monday, July 10, 2023*

(2023) - Program Year 2025/2026

Project Sponsor: Farr West City

Contact Person: Matt Robertson **Title:** City Engineer

Address: 1896 North 1800 West, Farr West, UT **ZIP:** 84404

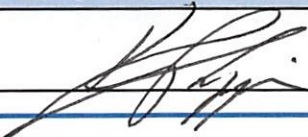
Phone: 801-644-6680 **Mobile:** 801-644-6680

Email: matt@jonescivil.com

Weber County Council of Government Funding Application

Note: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Weber County. The Applicant is responsible for the maintenance and upkeep of the project during implementation and after project completion.

Your signature below certifies that the information contained in this application is true and correct and indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature:  **Date:** 10-Jul-2023

PROJECT INFORMATION

Project Name: 3300 North Widening and Roundabout Ph. 1

Project Location: 2700 West (City Limit) to 2550 West

(A location map with aerial view must be attached)

Facility Length: 0.24 **Jurisdiction:**

State Owned	No	Locally Owned	Yes	Multiple <small>(List Other Agencies)</small>
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Brief Project Description: 3300 North is classified as a local collector in the WFR Regional Transportation Plan and extends from SR-126 (2000 West) on the east to the city limit at 2700 West on the west. The road then extends into Plain City and serves as an important collector and route for residents of Plain City and Farr West City. Phase 1 of the overall widening project includes widening of the roadway from the western city limit to approximately 2550 West including construction of a roundabout at the intersection with 2575 West. WFR has programmed Federal STP funding for this first phase and the City would like to apply for local transportation funds to help acquire the right-of-way necessary for the project and to help cover the local match that the City will be required to pay for the federal funding.

(Attach conceptual plans if available):

Have any public information or community meetings been held? No Yes / No

Describe public and private support for the project.
(Examples: petitions, written endorsements, resolutions, etc.):

WFR is supporting the project and providing federal funding to help construct the project.

Project Description

Does this project address - **New Capacity** **Yes / No** **Congestion Mitigation** **Yes / No**

Project Improvement Type **Widening Existing Roadway** Existing Number of Lanes Proposed Number of Lanes

Project Termini- **Begin:** **2700 West (City Limit)**

End: **2550 West**

Functional Classification - Link **Collector** **Is the Project on the RTP highway or Transit Network?** **Yes** **Regional Transportation Plan - Link**

Summarize any special characteristics of this project: **Is the Corridor on a Municipal\ County Master Plan?** **Yes**

(Provide Typical Section drawings and describe the typical section here.):

The roadway will be widened to 42' of asphalt with curbd and gutter and sidewalk on both sides of the road. The asphalt width will provide the opportunity to add a center turn lane or left turn lanes where necessary or to have shoulders with parking and bike lanes. The roundabout will be a single lane roundabout.

Describe other project Improvements/ Benefits to be completed in conjunction with this proposed project:

The City plans to widen 2575 West to the south of the roundabout and provide a sidewalk and path for pedestrians and bikes to the south. That project will connect sidewalk all the way from the project location to 2700 North.

Describe any project work phases that are currently underway or have been completed.

Concept plans have been generated and STP funding awarded through WFRC for this phase of the project. No other work has been completed yet.

Project Provides Access to: (Select All that Apply)

Elementary Schools	<input checked="" type="checkbox"/> Yes	Transit Stations	<input type="checkbox"/> No	Work	<input checked="" type="checkbox"/> Yes
Trails/ Parks	<input checked="" type="checkbox"/> Yes	High Schools	<input checked="" type="checkbox"/> Yes	Shopping	<input checked="" type="checkbox"/> Yes
Jr. High Schools	<input checked="" type="checkbox"/> Yes	Community Centers	<input checked="" type="checkbox"/> Yes	Other: __	<input checked="" type="checkbox"/> Yes

Golf Course

To what extent does the project fill a gap or complete a connection?

The project improves a connection between Plain City and Farr West and access to state roads and interstates further east.

Project Proximity to (Existing Distance in Miles): Enter All that Apply

Elementary Schools	<input type="text" value="0.640"/>	Transit Stations	<input type="text"/>	Work	<input type="text" value="2.290"/>
Trails/ Parks	<input type="text" value="0.100"/>	High Schools	<input type="text" value="3.780"/>	Shopping	<input type="text" value="1.500"/>
Jr. High Schools	<input type="text" value="1.350"/>	Community Centers	<input type="text" value="2.940"/>	Other: __	<input type="text" value="0.270"/>

Golf Course

How does the project improve access to an employment center?

The project improves access for residents in Plain City and Farr West to access I-15 and other stat highways to get to work. The industrial and commercial area along the 2700 North Corridor is also more easily accessed for workers who take this route.

Desired Upgrades to Traffic Control Devices Enter All that Apply

School Signs	<input type="checkbox"/> No	Bike Lane Markings	<input type="checkbox"/> No	Pedestrian Signals	<input type="text"/>
Traffic Signals	<input type="checkbox"/> No	Wayfinding Signs	<input type="checkbox"/> No	Other: __	<input checked="" type="checkbox"/> Yes <i>Roundabout</i>

Discuss what safety improvements are included in this project.

A roundabout increases safety at an intersection by slowing down traffic and reducing conflict points when compared to a stop-controlled intersection. The roundabout will also improve the safety of the angle of the road coming from Plain City by slowing down traffic as it approaches. Sidewalks and pedestrian ramps will be included for safety.

Total number of crashes on this facility or parallel roadway during the previous three years [Project Safety Index from UDOT Traffic and Safety Data \(2015-2017\)](#) Estimated delay reduction (Provide documentation)

Percent of Freight Traffic [State Facilities AADT Traffic & Truck Traffic Map/ Information](#) Number of Intersection Improvements? (Provide documentation) Other Project Benefits not yet listed?

Once you click the AADT Link, Select AADT Google Map, Download KMZ, then Open KMZ File

Project Details

Please identify preservation strategies the jurisdiction has in place by ordinance or policy. *Note - Each Cell Must be acknowledged*

Land Use Regulation:	Less than Fee Simple Acquisition	Mitigation/ Negotiation	Fee Simple Acquisition
<input checked="" type="checkbox"/> Access Management	<input type="checkbox"/> Options to Purchase	<input type="checkbox"/> Transferable Development Rights	<input type="checkbox"/> Hardship
<input checked="" type="checkbox"/> Setback	<input type="checkbox"/> Purchase of Development Rights	<input type="checkbox"/> Density Transfers	<input type="checkbox"/> Donation
<input checked="" type="checkbox"/> Zoning	<input type="checkbox"/> Property Exchange	<input type="checkbox"/> Impact Fee Credits	<input type="checkbox"/> Protective
<input checked="" type="checkbox"/> Site-Plan Review & Subdivision Controls	<input type="checkbox"/> Other	<input type="checkbox"/> Tax Abatements	<input type="checkbox"/> Early
<input checked="" type="checkbox"/> Conditional Use/ Interim Use Permits		<input type="checkbox"/> Other	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Dedications & Exactions			

[Click Here to Access the WC 2050 Vision Map \(for reference purpose\)](#)

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The existing right-of-way on 3300 North is 66' wide which is wide enough for the majority of the proposed project. Right-of-way will need to be acquired from the four corner properties to construct the roundabout at 2575 West and 3300 North.

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes

Yes/ No/ NA

The City would like to use the WACOG Funding to acquire the necessary right-of-way for the project prior to using the federal funding. The County's acquisition process would be followed and the acquired property would be part of the public right-of-way which will be owned and maintained by Farr West City.

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

75 to 100 %

Population Percentage Change
(Data estimate - based to be April 1, 2010 to July 1, 2019)

23.00%

[Link to City Population Data](#)

Note - Enter zip code, then select city from the drop down list
- Click the -- Select a Fact -- down arrow
- Select Population, percent change - April 1 2010 (estimates base) to July 1, 2019, (V2019) (3rd item on the list under Population)

Land Use Effectiveness
If there is a proposal or plan to change zoning in the project location what would be the potential project cost increase?

Percent Increase

100 % plus 40 to 59 %
 80 to 99 % Yes 20 to 39 %
 60 to 79 % 0 to 19 %

Anticipated Hardships

No

Percent of Raw Land

25 to 50 %

Anticipated maintenance costs for property(s) acquired.
(should not exceed 5 % of cost)

Population - Census, April 1, 2010 **5,928**
Population - Census, April 1, 2020 **7,691**

Explain why maintenance cost will be more than 5%

Anticipated year of Project Construction

1 to 5 years

Time Period for Right-of-Way Acquisition

2 to 3 years

	Existing	Projected	Note - The ADT Link will provide information for both Existing & Projected volumes. - Data default - Highlights the 2050 Forecast - Identify and select the roadway on the map - In the Lower left hand corner of the page shows a graph (AADT, Historic and Forecast) - Hover over the last dark gray dot for (Existing Data - 2017 AADT) & the last light gray dot for (Projected Data - 2050 AADT)
Roadway Annual Average Daily Traffic - Link (Existing and Projected Volumes)	1018	3300	
Transit Current Daily Ridership			

Studies Underway or Completed
(Corridor Study, Environmental Impact Statement (EIS), Environmental Assessment (EA), Finding of No Significant Impact (FONSI), or Local Concept Report *(please attach a copy)*)

No

Project Cost Estimation

Project phases included in funding request:		Project Funding Request Summary/ Contributions:	
<input type="checkbox"/> No	Planning Activities	\$ 3,566,976.00	<i>Sum of Total Project Cost (Calculated Below)</i>
<input type="checkbox"/> Yes	Project Development & Environment Study	\$ 2,509,842.00	<i>Sum of Matching Contributions (Local Funds/ Inkind/ Other)</i>
<input type="checkbox"/> Yes	Right of Way (ROW)	\$ 106,000.00	Local Funds <small>(10% min match req between the 3)</small>
<input type="checkbox"/> Yes	Preliminary Engineering/ Final Design Plans	\$ -	In-Kind Donations <small>(Dollar Value)</small>
<input type="checkbox"/> Yes	Construction	\$ 2,403,842.00	Other Funding Contributions
<input type="checkbox"/> Yes	Construction Engineering & Inspection	\$ -	Weber Co Corridor Funding Request
	Other: _____	\$ 1,057,134.00	Weber Sales Tax Funding Request

Eligible Towards
Minimum Match

**** NOTE ** Matching Funds Improve a Project's Potential Recommendation**

Project Cost Summary *(In Addition - A detailed project cost estimate must be attached to this application.)*

<u>Planning Activities</u>	\$ 0	<i>(enter estimate)</i>
<u>Project Development & Environment Study</u>	\$ 125,000	<i>(enter estimate)</i>
<u>Preliminary Engineering/ Final Design Plans</u>	\$ 324,300	<i>(enter estimate)</i>
<u>Right of Way</u>	\$ 108,800	<i>(enter estimate)</i>
<u>Construction</u>	\$ 2,130,100	<i>(enter estimate)</i>
<u>Maintenance of Traffic (MOT)</u>	\$ 0	<i>(enter estimate)</i>
<u>Mobilization</u>	\$ 0	<i>(enter estimate)</i>
<u>Subtotal</u>	\$ 2,688,200.00	
<u>Utilities</u>	\$ 98,500	<i>(enter estimate)</i>
<u>Miscellaneous</u>	\$ 0	<i>(enter estimate)</i>
Total Construction Cost (TCC)	\$ 2,786,700.00	
Contingency (15 % of Total Construction Cost)	\$ 418,005.00	
Construction Engineering & Inspection (CEI) (13% of (TCC))	\$ 362,271.00	
Other (Describe) _____	\$ 0	<i>(enter estimate)</i>
Total Project Cost	\$ 3,566,976.00	

Project Notes

Maintenance of Traffic and Mobilization are included in the Construction Total. The values were taken from the STP Application submitted to WFRC and are adjusted for inflation for construction 2029.

Cost Estimate - Concept Level

Prepared By: Samuel Heiner Date 7/10/2023

Proposed Project Scope: Widening of 3300 North and improving 3300 North 2575 West intersection with a roundabout.

Who owns this facility?	City
Approximate Route Reference Mile Post (BEGIN) = 0.000 (END) = 0.231	
Project Length = 0.231 miles 1,220 ft	
Current FY Year (Oct-Sept) = 2023	
Assumed Construction FY Year = 2029	
Construction Items Inflation Factor = 1.31 6 yrs for inflation	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.75%	
Assumed Yearly Inflation for Right of Way (%/yr) = 4.00%	
Items not Estimated (% of Construction) = 20.00%	
Preliminary Engineering (% of Construction + Incentives) = 16.00%	
Construction Engineering (% of Construction + Incentives) = 16.00%	

Enter 2029 for STP & CMAQ Projects
Enter 2025 for CRP Projects
Enter 2025 for TAP Projects

Construction Items	Cost	Remarks
Public Information Services	\$4,000	
Roadway and Drainage	\$633,429	
Traffic and Safety	\$15,100	
Structures	\$25,000	
Environmental Mitigation	\$71,440	
ITS	\$0	
Other Construction Cost	Information Needs to be Provided on Separate Spreadsheet	Roundabout
	Subtotal	\$1,351,643
	Items not Estimated (20%)	\$270,329
	Construction Subtotal	\$1,621,972
P.E. Cost	P.E. Subtotal =	\$259,971 16%
C.E. Cost	C.E. Subtotal =	\$259,971 16%
Right of Way	Right of Way Subtotal =	\$86,000
Utilities	Utilities Subtotal =	\$75,000
Incentives	Incentives Subtotal =	\$2,848
Miscellaneous	Miscellaneous Subtotal =	\$0
This field could be used for those non-construction type projects		Information Needs to be Provided on Separate Spreadsheet

Project Cost Estimate	2023	2029
Concept Report Cost	\$5,000	Cost not Eligible for Federal Aid
Work Prior to an Approved Environmental Document	\$20,000	
Environmental Document	\$100,000	
P.E.	\$260,000	\$324,300
Right of Way	\$86,000	\$108,800
Utilities	\$75,000	\$98,500
Construction	\$1,622,000	\$2,130,100
C.E.	\$260,000	\$324,300
Incentives	\$2,800	\$3,700
Aesthetics	0.75% \$12,200	\$16,000
Change Order Contingency	9.00% \$147,100	\$193,200
UDOT Oversight	5.00% \$98,600	\$129,500
Miscellaneous	\$0	\$0
TOTAL	\$2,563,700	\$3,328,400

Utilities - Not Eligible for Federal Reimbursement	\$0	\$0	Remarks
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Other Contributing Funding Sources (i.e. Additional Sponsor Funds, Developer, etc.)	\$750,000	\$750,000	Information Needs to be Provided
Explain: Requesting funds from WACOG			

Estimated Total Project Cost	2023	\$2,688,700	2029	\$3,453,400
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PROPOSED FEDERAL FUNDS REQUESTED	TOTAL	\$1,690,913	TOTAL	\$2,403,842
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Required Matching Funds	TOTAL	\$122,787	TOTAL	\$174,558
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Project Sponsors TOTAL Estimated Investment	2023	\$997,787	2029	\$1,049,558
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Roadway and Drainage

PROJECT NAME: 3300 North Widening and Roundabout Phase 1

Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
012850010	Mobilization	1	Lump	110000	\$110,000.00	Usually 7-10% of construction
015540005	Traffic Control	1	Lump	30000	\$30,000.00	Usually 3-5% of construction
01557001*	Maintenance of Traffic	1	Lump			Usually 1% of construction
015720020	Dust Control and Watering	30	1000 gal	20	\$600.00	
020560005	Borrow (Plan Quantity)	0	cu yd			
020560010	Borrow	0	Ton			
020560015	Granular Borrow (Plan Quantity)	383	cu yd	36	\$13,788.00	
020560020	Granular Borrow	733	Ton			
020560025	Granular Backfill Borrow (Plan Quantity)	0	cu yd			
022210015	Remove Bridge		Each			
022210080	Remove Fence		ft			
022210095	Remove Pipe Culvert		ft			
022210165	Remove Asphalt Pavement	1147	sq yd	8	\$9,176.00	
022310010	Clearing and Grubbing	1	Lump	100000	\$100,000.00	
023160020	Roadway Excavation (Plan Quantity)	1,221	cu yd	20	\$24,420.00	
027120010	Lean Concrete Base Course, 4 inch thick	0	sq yd			
027210010	Untreated Base Course	475	Ton			
027210020	Untreated Base Course (Plan Quantity)	255	cu yd	40	\$10,200.00	
027350010	Micro-Surfacing	7,503	sq yd	5	\$37,515.00	
02737001*	Asphalt Pavement Soft Spot Repair - Type A		sq yd			
02737002*	Asphalt Pavement Soft Spot Repair - Type B		sq yd			
027410060	HMA - 3/4 Inch	637	Ton	90	\$57,330.00	
027480010	Liquid Asphalt MC-70 or MC-250	3	Ton			Prime Coat
027480040	Emulsified Asphalt CSS-1	2	Ton			Tack Coat
027520020	Portland Cement Concrete Pavement 9 inch Thick	0	sq yd			
027710025	Concrete Curb and Gutter Type B1	1720	ft	30	\$51,600.00	
027760010	Concrete Sidewalk	8600	sq ft	8	\$68,800.00	
027850020	Chip Seal Coat, Type II	7,503	sq yd			
027850060	Emulsified Asphalt LMCRS-2	13	Ton			Chip Seal Emulsion
027850075	Emulsified Asphalt HFMS-2P	4	Ton			Flush Coat
027860010	Open Graded Surface Course	0	Ton			
027860020	Asphalt Binder PG 64-34	0	Ton			OGSC Binder
028220030	Right-of-Way Fence, Type D (Metal Post)		ft			
029610020	Rotomilling - 1 Inch	0	sq yd			
Roadway Subtotal					\$513,429	
Drainage						
023730010	Loose Riprap		cu yd			
026101386	18 Inch Irrigation/Storm Drain, Class C, smooth	800	ft	90	\$72,000.00	
026101388	24 Inch Irrigation/Storm Drain, Class C, smooth		ft			
026101391	36 Inch Irrigation/Storm Drain, Class C, smooth		ft			
026330130	Concrete Drainage Structure 5 ft to 7 ft deep - CB 9	12	Each	4000	\$48,000.00	
Drainage Subtotal					\$120,000	
PI						
013150010	Public Information Services	1	Lump	4000	\$4,000	Usually 0.25% of construction

Traffic, Safety & ITS

PROJECT NAME: 3300 North Widening and Roundabout Phase 1

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
027650050	Pavement Marking Paint	40	gal	50	\$2,000.00	
027680105	Pavement Message (Preformed Thermoplastic)	7	Each	100	\$700.00	
027680110	Pavement Message (Preformed Thermoplastic Stop Line, Crosswalks - 12 inch)	11	Each	400	\$4,400.00	
028410086	W-Beam Guardrail 72 inch Wood Post		ft			
028430035	Crash Cushion Type G		Each			
028440010	Precast Concrete Barrier - 32 Inch (New Jersey Shape)		ft			
028910028	Sign Type A-1, 12 Inch X 36 Inch	8	Each	1000	\$8,000.00	
028910270	Remove Sign Less Than 20 Square Feet		Each			
028910285	Relocate Sign Less Than 20 Square Feet		Each			
Signals						
02892001D	Traffic Signal System	1	Lump			
Lighting						
16525001D	Highway Lighting System	1	Lump			
Traffic and Safety Subtotal					\$15,100	
ITS						
135530035	1D Conduit		ft			
	CCTV System	1	Lump			
ITS Subtotal					\$0	

Structures

PROJECT NAME: 3300 North Widening and Roundabout Phase 1

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Bridge widening over Willard Canal	1	Lump			
	Remove existing bridge	1	Lump			
Walls						
	Retaining Wall		Sq ft			Assumed LxH (wall area)
Sign Structures						
	Overhead Sign Structure	1	Lump			
	Remove Overhead Sign	1	Lump			
	Remove Existing Overhead Sign Structure	1	Lump			
Hydraulics						
	Extend Box Culvert		ft			
	New Box Culvert	1	Lump			
Geotech						
	Geotech Report	1	Lump	25000	\$25,000.00	
	Drilling	1	Lump			
Structures Subtotal					\$25,000	

Environmental and Landscaping

PROJECT NAME: 3300 North Widening and Roundabout Phase 1

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
	Wetland Mitigation	1	Lump			
	Noise Wall		ft			
Temporary Erosion Control						
015710030	Silt Fence	4288	ft	\$5.00	\$21,440.00	
	Erosion Control Supervisor	1	Lump	\$50,000.00	\$50,000.00	
	Check Dams		Each			
Landscaping						
029110010	Wood Fiber Mulch		Acre			
029120010	Contractor Furnished Topsoil		sq yd			
029120050	Strip, Stockpile, and Spread Topsoil (Plan Quantity)		sq yd			
029220010	Drill Seed		Acre			
029220030	Broadcast Seed		Acre			
Environmental Mitigation Subtotal					\$71,440	

Utilities, Right of Way, and Incentives

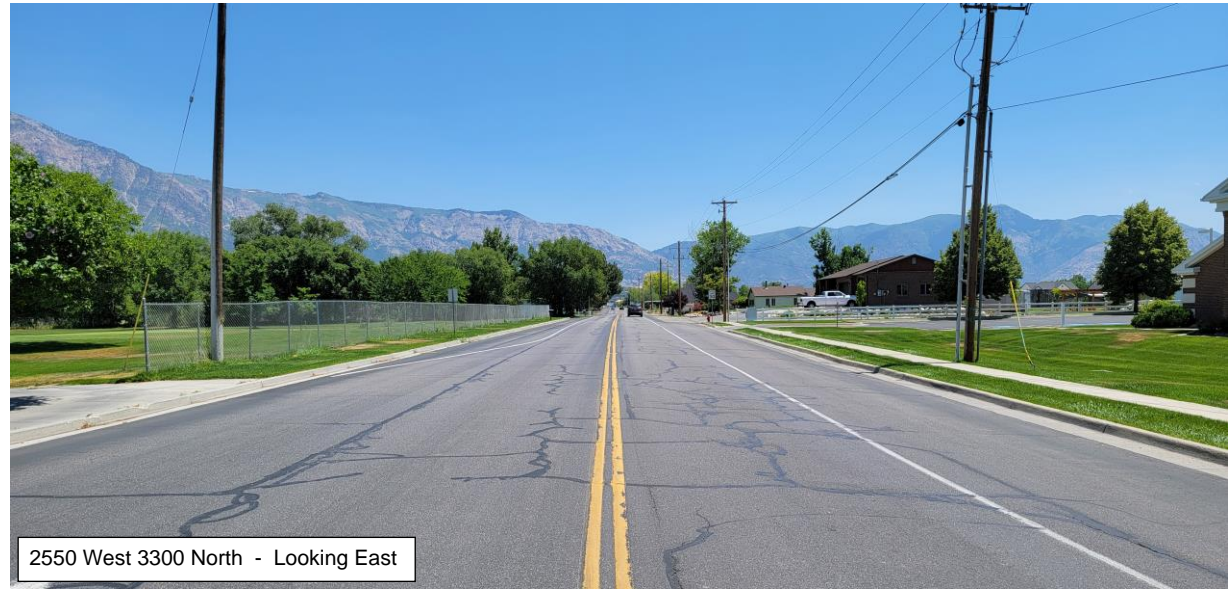
PROJECT NAME: 3300 North Widening and Roundabout Phase 1

Be Aware, Utilities are Killing Projects if they Cannot comply with the Buy America Requirements

Item #	Item	Quantity	Units	Price	Cost	Eligible Cost	Remarks
Private Utilities	** Private Utility relocation costs are not eligible for federal reimbursement unless they own or have an easement for their right-of-way. ** Private Utility relocation costs are eligible for 50% reimbursement if facility is a State owned facility.						
	Relocate Water/Irrigation/Sewer Lines	1	Lump	\$0.00	\$0.00	\$0.00	
	Relocate Gas Line	1	Lump	\$0.00	\$0.00	\$0.00	
	Relocate Power Line	1	Lump	\$0.00	\$0.00	\$0.00	
	Relocate Fiber Optic	1	Lump	\$0.00	\$0.00	\$0.00	
	Relocate Phone	1	Lump	\$0.00	\$0.00	\$0.00	
Private Utilities Subtotal		Utilities Not Eligible for Reimbursement			\$0.00	\$0	
Public Utilities	** Public utility relocation costs are still eligible for federal funding.					Remarks	
	Relocate Water/Irrigation/Sewer Lines	1	Lump	\$75,000.00	\$75,000.00		Relocation of utilities
	Relocate Gas Line	1	Lump	\$0.00	\$0.00		
	Relocate Power Line	1	Lump	\$0.00	\$0.00		
	Relocate Fiber Optic	1	Lump	\$0.00	\$0.00		
	Relocate Phone	1	Lump	\$0.00	\$0.00		
Public Utilities Subtotal					\$75,000		
Eligible Utilities Total					\$75,000		
Right-of-way							
	Urban/Suburban Residential	8,600	sq ft	\$10.00	\$86,000.00		
	Urban/Suburban Commercial		sq ft				
	non-Urban/Suburban Residential		Each				
	non-Urban/Suburban Commercial		sq ft				
	non-Urban/Suburban Farm		Each				
Right-of-Way Subtotal					\$86,000		
Incentives							
	00000601* Pavement Smoothness Incentive	1	Lump				
	00000602* Hot Mix Asphalt (HMA) Incentive	1	Lump	\$2,274.18	\$2,274.18		
	00000603* Stone Matrix Asphalt (SMA) Incentive	1	Lump				
	00000604* Open Graded Surface Course Incentive	1	Lump				
	00000605* Bonded Wearing Course Incentive	1	Lump	\$573.98	\$573.98		
	00000606* Early Completion - Time	0	Cal'd				
	00000607* Lane Rental Incentive	0	Hours				
	00000608* Miscellaneous Incentive	1	Lump				
Incentives Subtotal					\$2,848		



2575 West 3300 North - Looking East



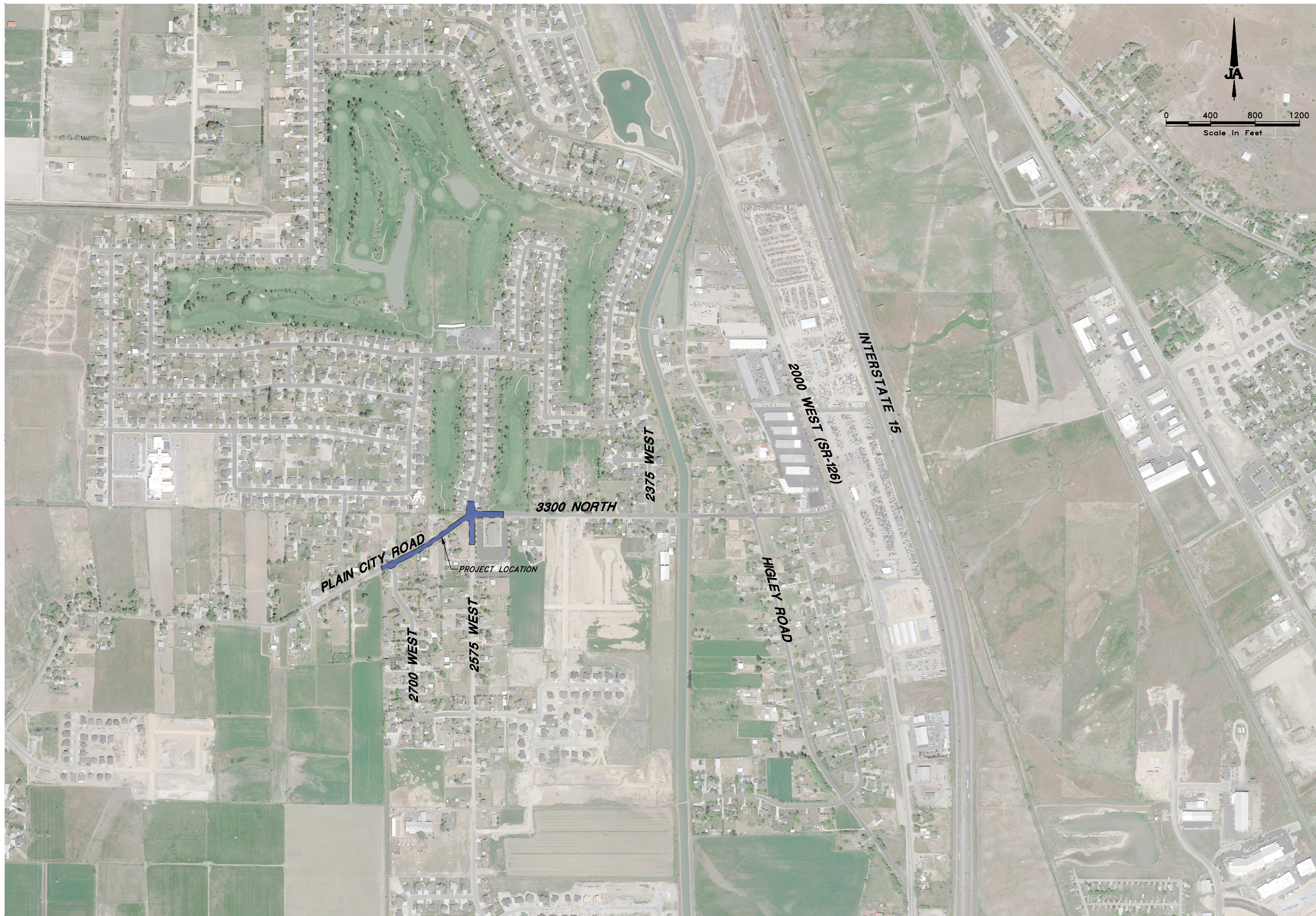
2550 West 3300 North - Looking East



2550 West 3300 North - Looking West



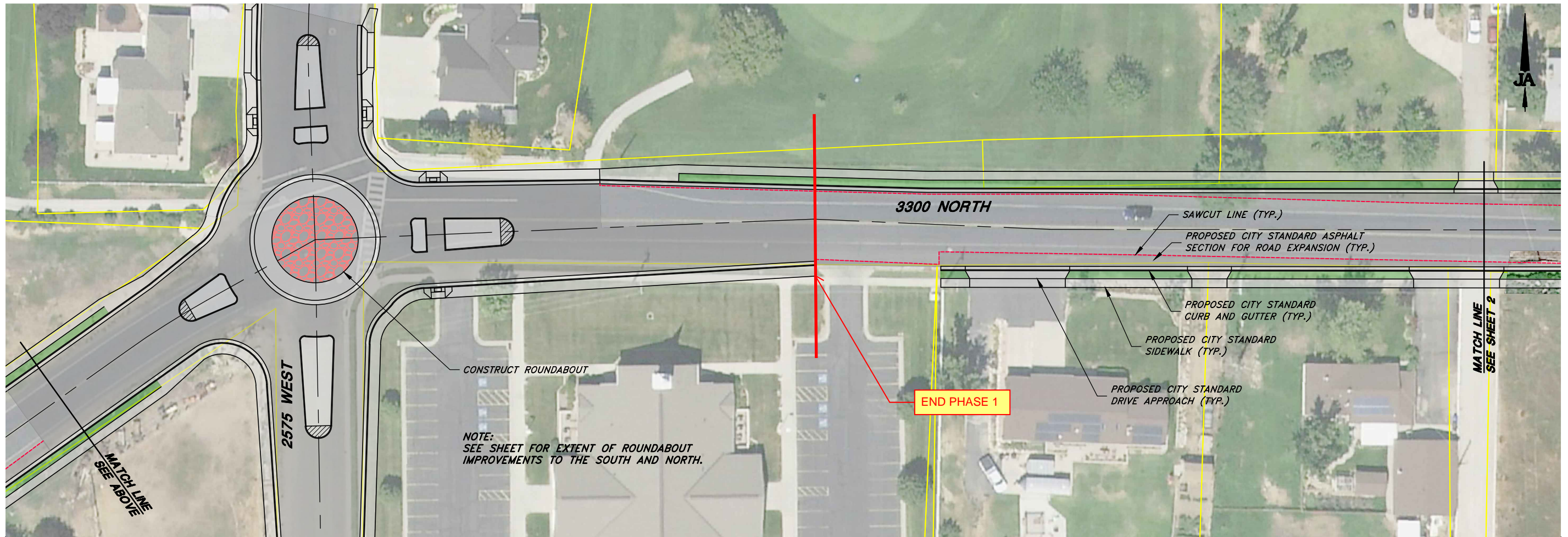
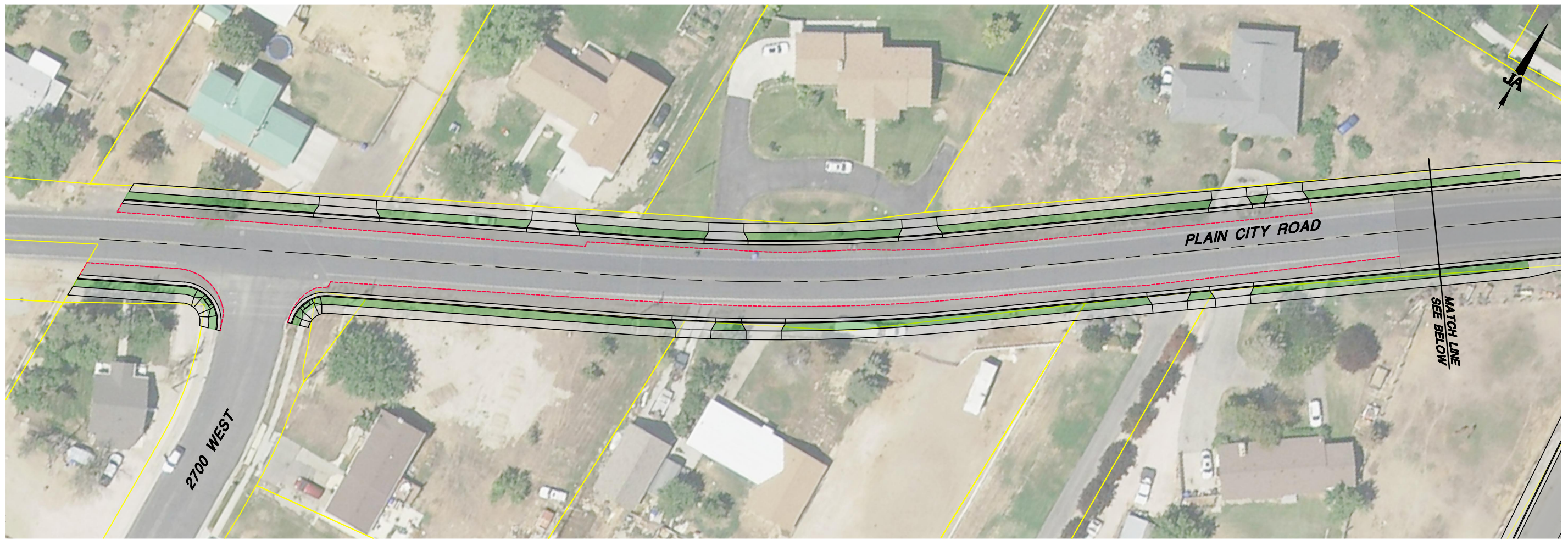
2700 West 3300 North - Looking East



FARR WEST CITY CORPORATION
 3300 NORTH CONNECTION PHASE 1
2023 WACOG APPLICATION
PROJECT LOCATION MAP

REV.	DATE	APPR.

SCALE:	DQS DESIGNED	TWE	DQS CHECKED
24" x 36"			
H:1"=400'			
11" x 17"			
H:1"=800'			



REV.	DATE	APPR.

SCALE:	MLR DESIGNED	TWE	MLR DRAWN	MLR CHECKED
24" x 36"				
#1" = 30'				
11" x 17"				
#1" = 60'				
SHEET: 1 OF 1 SHEETS				