

**LOCAL TRANSPORTATION FUNDING AGREEMENT**

This Agreement is made effective this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between Weber County and Farr West City (collectively the “Parties” or individually the “Party”), and witnesses that:

**WHEREAS**, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation and Utah Code Annotated §72-2-117.5, the Local Transportation Corridor Preservation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the area’s Regional Transportation Plan; and

**WHEREAS**, the Weber Area Council of Governments (WACOG) is the council of governments with the authority to work with Weber County, the local legislative body, to prioritize and approve funding for such transportation projects; and

**WHEREAS**, 4000 North in Farr West City is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

**WHEREAS**, Farr West City intends to improve and widen 0.625 miles of 4000 North from Highway 126 west to the City boundary at approximately 2900 West; and

**WHEREAS**, Farr West City submitted a timely and complete application/request to the WACOG, and accordingly such request was approved by the WACOG on October 7, 2019 and subsequently approved by the Weber County Commission on October 15, 2019; and

**WHEREAS**, Weber County has committed to assist with construction and construction related costs up to \$3,925,030 programmed for calendar year 2023; and

**WHEREAS**, Farr West City has committed that local funds in the amount of \$436,000 are being contributed as matching and supporting funds for the project; and

**WHEREAS**, Surface Transportation Funds (STP) have been committed in the amount of \$2,700,000 and are being contributed as supporting funds for the project; and

**WHEREAS**, Weber County and Farr West City propose to enter into this Funding Agreement to establish the terms and conditions Weber County and Farr West City will be bound to in regard to this agreement;

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

**SECTION ONE  
INTRODUCTION AND BACKGROUND**

**A. Introduction and Project Background.**

The project proposes to improve 4000 North Street from SR 126 to the west corporate limits at the Farr West City/Weber County boundary line (approximately 2900 West).

4000 North is a collector road with a 66' wide right-of-way that is used as access to State Highway 126. This collector road is the primary access to the new Farr West City Smith Family Park. In addition, this roadway will be the direct primary access to a new commercial development, which will front on 4000 North. 4000 North Street also serves as a major collector road for residential development to the west in unincorporated Weber County and Plain City. Both of these areas outside of Farr West are experiencing significant growth and generate increased traffic volumes on 4000 North. There are no defined pedestrian walkways along 4000 North which has a negative impact on access to the new city park, future commercial development area and adjacent residential subdivisions. In addition, the Weber School District has requested that the City provide new sidewalk on 4000 North as children living in this area will be required to walk to the new Remuda Elementary School. The proposed 4000 North Street improvement project will provide a new continuous turning lane, two travel lanes together with sufficient shoulder area for parking or bike lanes that will greatly improve the traffic flow capacity and pedestrian safety. In addition, the proposed project will finish and improve four street intersections, which currently have only small asphalt connections onto 4000 North.

One of the major elements of this project is the bridge over the Willard Canal, operated by the Weber Basin Water Conservancy District. This bridge has an existing pavement width of approximately 22 feet. Several existing utility lines are connected to this structure. In order to accommodate the proposed pavement width on 4000 North, this bridge structure will need to be modified to have a pavement width of a least 48 feet and will need a pedestrian walkway on the south side of the structure. The existing sight distance over this bridge is inadequate. The City is currently working with the Weber Basin Water Conservancy District to evaluate if the existing bridge structure could be replaced with a siphon structure on the Willard Canal, which would correct the sight distance problem by lowering the roadway grade. This will also allow existing utility lines to be buried rather than attached to a bridge structure. In addition, the Mountain View Irrigation Company is planning to construct a new 16" pressure irrigation line across the

Willard Canal, which would be best accommodated by a siphon structure on the Willard Canal.

The proposed project improvements are as follows:

- Remove the existing inadequate pavement structure, which is approximately 22 feet wide.
- Provide a new 48-foot pavement section consisting of a geotextile fabric on subgrade, 12" depth of granular borrow, 8" depth of untreated road base, 4" of bituminous surface course and a surface seal coat.
- Provide 30" concrete curb and gutter on both the north side and the south side of the new pavement section.
- Provide a 6-foot wide concrete sidewalk adjacent to the curb and gutter on the south side of the roadway.
- Provide storm drain piping and catch basins, as needed, for roadway surface drainage, which will connect to an existing 42" storm drain along the north side of the ROW.
- Provide a new expanded bridge structure, or siphon, over the Willard Canal to accommodate the 48-foot pavement section and a 6-foot wide pedestrian walkway.
- Provide upgraded and improved street intersections at four individual existing intersections.

**B. County Obligations.**

1. County agrees to reimburse up to \$3,925,030, programmed for calendar year 2023 for the cost of construction and construction related expenditures from the County Option Sales and Use Tax for Transportation Fund.
2. County's payment obligations will arise only after the submission, by Farr West City, of appropriate evidence of expenditures that qualify for reimbursement under this agreement. If Farr West City does not expend and seek reimbursement for the full amount approved, then the appropriate Weber County Local Transportation Fund will retain the remaining funds.
3. Farr West City acknowledges that the County cannot guarantee the payment of funds not yet appropriated, including the funds described in paragraph B.1. 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. If there is a funding shortfall at the time the County prepares its budget for one of the years referenced in paragraph B.1 then notwithstanding any other provision of this Agreement, the County may,

without penalty or liability of any kind, appropriate for the Project a proportional amount, 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 2022. If the County promised a total of \$25,000,000 for WACOG approved projects for 2022, 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.

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. Farr West 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.

**C. Farr West City Obligations.**

1. Farr West City shall ensure that all applicable Local, State and Federal guidelines are followed with respect to property acquisition, description and recording.
2. Farr West City shall comply with all program policies that have been adopted by WACOG. Should any of them conflict with state or federal law, the conflicting provisions of state or federal law shall control.

**D. Joint Obligations.**

1. The County and Farr West City agree to jointly develop accounting and reporting procedures for the use and distribution of transportation funds.

**E. Miscellaneous.**

1. Indemnification. Because the County is only providing funding for this project, Farr West City agrees to hold harmless and indemnify Weber County, its officers, employees and agents from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of Farr West City's acts, errors or omissions in the performance of this project.

2. **Modification.** This Agreement may be modified only upon the written agreement of both parties.
3. **Applicable Law.** This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.
4. **Default.** If Farr West City fails to obtain or provide its share of the funding, or if the project changes in any material way from what WACOG approved, then the County may declare a default, terminate this Agreement, and cease further payments. Additionally, Farr West City agrees to return all funds that have already been paid under this Agreement.
5. **Term.** This Agreement shall terminate after satisfaction of all obligations accrued or incurred hereunder, or upon completion or cancellation of the Project referenced herein.
6. **Notice.** Any notice or certification required or permitted to be delivered under this agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:  
  
Board of Weber County Commissioners, 2380 Washington Blvd., Suite 320, Ogden, UT 84401  
  
Farr West City, 1896 W. 1800 N., Farr West City, UT 84404
7. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either Party or agents for either Party that are not contained in this Agreement shall be binding or valid.
10. **Waiver.** No failure to enforce any provision of this Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

11. Dispute Resolution. If a dispute arises regarding this Agreement, the Parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the Parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

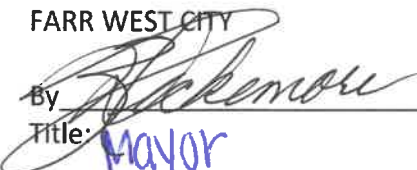
BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. Harvey, Chair

Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

FARR WEST CITY  
By   
Title: Mayor