

**LOCAL TRANSPORTATION FUNDING AGREEMENT**

This Agreement is made effective this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Weber County and Ogden 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**, The Signal at 20th Street and Lincoln Avenue in Ogden City is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

**WHEREAS**, Ogden City intends to install a traffic signal at the intersection of 20th Street and Lincoln Avenue; and

**WHEREAS**, Ogden 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 right-of-way and related costs up to \$14,000 programmed for calendar year 2022; and

**WHEREAS**, Weber County has committed to assist with construction and construction related costs up to \$186,000 programmed for calendar year 2023; and

**WHEREAS**, Ogden City has committed that local funds in the amount of \$17,355 are being contributed as matching and supporting funds for the project; and

**WHEREAS**, Transportation Alternatives Program (TAP) funds have been committed in the amount of \$239,000 and are being contributed as supporting funds for the project; and

**WHEREAS**, Weber County and Ogden City propose to enter into this Funding Agreement to establish the terms and conditions Weber County and Ogden 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.**

This project proposes to install a traffic signal at the intersection of 20<sup>th</sup> Street and Lincoln Avenue. This segment of 20<sup>th</sup> Street was the first WACOG funded project completed. At the time the intersection did not pass the signal warrant study established by the Manual for Uniform Traffic Control Devices “MUTCD”, but projections indicated with nearby development, a signal would be needed in a few years. Recognizing the future need, Ogden City installed signal conduit as part of the 2014 20<sup>th</sup> Street Project funded by WACOG.

In the years following the improvements on 20<sup>th</sup> Street, Ogden City has record of vehicle accident rates on the rise. This increase may be attributed to a wide variety of sources, a few we identify as factors include:

- Local private developments have taken place near the intersection. This has increased local access needs onto and off Lincoln Avenue at the 20<sup>th</sup> Street intersection.
- Current businesses and institutions are thriving in the area. The Second Juvenile Justice Court, Da Vinci High School and other AMCAN building occupants are examples. On street parking has become a valued commodity along 20<sup>th</sup> Street and Lincoln due to this success.
- The Grant Avenue Promenade improvements are an effective traffic deterrent. Lincoln Avenue now fills a critical role as a local alternative to traffic on Wall Avenue. Lincoln can serve this function from 12<sup>th</sup> Street to 31<sup>st</sup> Street. This is especially the case in incident management or event detours.
- The poor sight triangle on the south leg of the subject intersection is not correctable through conventional means. Entering the intersection from this point, especially during peak PM activity, poses a significant challenge to motorists.

In the fall of 2018, Ogden City Engineering conducted a traffic signal warrant study, we found warrants 1 (8 hour), 2 (4 hour), 3 (1 hour), 7 (accidents) and 8 (coordination) as justification for a signal installation.

For the reasons stated, Ogden City applied for Transportation Alternative Project (TAP) funding through the Wasatch Front Regional Council 2019 application season. This project received a portion of the needed funding via TAP.

The typical section of both roadways are not expected to change with the exception of curb adjustments for turn pockets. The result would be localized impacts primarily at the corner properties of the intersection. Much of the remaining work falls towards signal infrastructure, installation and power supply. Construction easements and "corner clip" acquisitions are expected to assure there is room for the signal, electrical and cabinet NW, SE & SW corners. There is an opportunity to coordinate signals at 20th (Wall- Lincoln - Grant -Washington) if UDOT is agreeable.

Installing a traffic signal to improve public safety at the subject intersection will benefit not only motorists, but also cyclists and pedestrians. A traffic signal will offer more parking options for local demands. Installation of a traffic signal will make the sight triangle conflict on the SE corner a non-issue. Ogden City Emergency Response Center is located one block south of the proposed work. A signal here may allow for fire engine/ambulance routing through this intersection rather than avoiding it.

Additional traffic signals evaluations will take place for 17th Street, 21st Street and 23rd Street. This signal is one of a few needed to make Lincoln a functional North-South corridor between 12th and 31st Street.

**B. County Obligations.**

1. County agrees to reimburse up to \$14,000, programmed for calendar year 2022, for the purchase of right-of-way, and right-of-way related expenditures from the Local Transportation Corridor Preservation Fund.
2. County agrees to reimburse up to \$186,000, 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.
3. County's payment obligations will arise only after the submission, by Ogden City, of appropriate evidence of expenditures that qualify for reimbursement under this agreement. If Ogden 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.
4. Ogden City acknowledges that the County cannot guarantee the payment of funds not yet appropriated, including the funds described in paragraph B.1. and B.2. 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 and B.2 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. Ogden 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. Ogden City Obligations.**

1. Ogden City shall ensure that all applicable Local, State and Federal guidelines are followed with respect to property acquisition, description and recording.
2. Ogden 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 Ogden 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, Ogden 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 Ogden 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 Ogden 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, Ogden 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  
  
Ogden City, 2549 Washington Blvd, Ogden City, UT 84401
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



**OGDEN CITY**

By Michael P. Caldwell  
Michael P. Caldwell, Mar 22, 2021, 15:08 WDT.  
\_\_\_\_\_  
Title: Mayor Ogdan City

Mar 22, 2021

*Russell Hansen*

City Recorder