

LOCAL TRANSPORTATION FUNDING AGREEMENT

This Agreement is made effective this 23rd day of March 2021, by and between Weber County and Pleasant View 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 Skyline Drive project in Pleasant View City is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

WHEREAS, Pleasant View City intends to preserve right-of-way along Skyline Drive from 500 West to Highway 89; and

WHEREAS, Pleasant View City originally submitted a timely and complete application/request to the WACOG, and accordingly such request was approved by the WACOG on October 5, 2015 and subsequently approved by the Weber County Commission on November 24, 2015; and

WHEREAS, Pleasant View City submitted an amendment request and such request was approved by WACOG on March 1, 2021; and

WHEREAS, Pleasant View City was previously awarded \$2,446,192 to assist with Right-of-Way and related costs programmed for calendar year 2016; and

WHEREAS, Weber County has committed to assist with Right-of-Way and related costs up to an additional \$1,382,510 programmed for calendar year 2021; and

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

Skyline Drive is a minor arterial road in Pleasant View City, a portion of which will be a newly constructed roadway that will link several minor collectors throughout Pleasant View and North Ogden. This roadway will provide another route for residents from Pleasant View and North Ogden to access Hwy 89 and I-15.

The primary purpose of the project is to create safer pedestrian and vehicular travel conditions along existing streets due to conflicts that exist between haul trucks, vehicles and pedestrians. This project will provide an alternative truck route for construction trucks coming and going from Tower's Sand and Gravel. This project will also preserve the pavement of roadways currently designated as haul truck routes.

From 500 West to 1100 West Skyline Drive is an existing two-lane roadway with varying width and pavement conditions. At 1100 West Skyline Drive will be a new road on a new alignment, where it extends and connects to US-89 at approximately the current location of Pleasant View Drive.

WACOG previously contributed \$2,446,192 for initial design and right-of-way acquisition as well as \$650,000 for the environmental (EIS) study. In 2018, the project was also awarded \$250,000 to be used to prepare a grading plan set for the roadway excavation needed between HWY-89 and 1100 West. The federal highways administration is providing a portion of funding towards design and construction of the proposed project.

Since the city completed the initial application, property values have experienced a rapid and substantial increase resulting in considerable challenges for the city to acquire properties needed for the first phase of the Skyline Drive project at 4300 North. The acquisition of these properties for corridor preservation and right-of-way access are critical to project feasibility.

The city has been proactively working on the first phase of the Skyline Drive project, including reevaluating project costs based on assessed property values. The city requests an additional \$1,382,5010 in Corridor Preservation Funds to acquire properties based on appraised values.

C. City Obligations.

1. Pleasant View City shall ensure that all applicable Local, State and Federal guidelines are followed with respect to property acquisition, description and recording.
2. Pleasant View 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 Pleasant View 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, Pleasant View 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 Pleasant View 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 Pleasant View 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, Pleasant View 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

Pleasant View City, 520 W. Elberta Drive, Pleasant View City, UT 84414

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

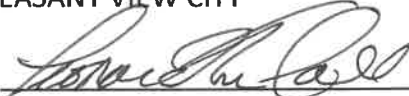
By _____
James H. Harvey, Chair

Commissioner Jenkins voted _____
Commissioner Froerer voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

PLEASANT VIEW CITY

By 
Title: *Mayor*