

LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: Pioneer Road (Phase 2) (Request 2)

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

WHEREAS, Utah Code Annotated § 72-2-117.5, the Local Highway and Transportation Corridor Preservation Fund, provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding to preserve highway and public transit corridors (“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 Pioneer Road (Phase 2) Project;

WHEREAS, the City has committed “Matching Contributions” to the Project, as evidenced in its funding application; and

WHEREAS, the amount of the City’s Matching Contributions meets the Local Matching Funds Requirement established by WACOG Policy; 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 \$2,378,000 in Corridor Preservation Funding (the “Award”) programmed for the calendar year 2025, 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. The City must expend its Matching Contributions toward the Project before receiving the Award. For purposes of this Agreement, the amount of the Matching Contributions shall be the amount shown in the *Project Cost Estimate* section of **Exhibit A**. 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.
- 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 § 72-2-117.5, 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 2025. If the County promised a total of \$25,000,000 for WACOG approved projects for 2025, 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. §§ 72-2-117.5. 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	Marriott-Slaterville City Attn: Bill Morris 1570 West 400 North Marriott-Slaterville City, UT 84404 bill@mscityut.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 _____
Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

MARRIOTT-SLATERVILLE CITY

By Scott VanLeeuwen

Name/Title: SCOTT VAN LEEUWEN Mayor

Date 1.29.2024

ATTEST:

Dana Spencer

Name/Title: Dana Spencer - City Recorder



EXHIBIT A
Project Scope



PIONEER ROAD WIDENING AND IMPROVEMENT PROJECT – PHASE 2 (CORRIDOR PRESERVATION)

Applicant Information:

Marriott-Slaterville City
1570 West 400 North
Marriott-Slaterville, Utah 84404
801-628-7213

Introduction:

Pioneer Road serves as the main east-west corridor through the City from the I-15 400 North interchange on the east to Plain City and Warren on the west. The Wasatch Front Regional Council envisions the road as a significant transportation corridor in need of alteration to remove dangerous curves.

This project will be the continuation of widening and improving Pioneer Road, work that also included removing dangerous 'S' curves along current alignment. Phase 1 was approved and funded, and has been constructed. Phase 1 was located on the far west end of Pioneer Road. Phase 2 will be constructed in compliance with current AASHTO geometric design standards with a new minimum turn radius of 800-feet and a minimum design speed of 45 mph, similar to the design used for Phase 1.

The large portion of the existing alignment is not currently dedicated as road right-of-way and the City intends to acquire the right-of-way through the existing corridor.

Purpose and Need:

The majority of Pioneer Road is currently a narrow two lane road serving as a main artery through Marriott-Slaterville City. The entire roadway also needs to be widened from two lanes to three including a center turn lane to improve the ability of the road to function as a collector.

Phase 2 is located between 2800 West and 3650 West. Phase 2 will continue to improve the road through realignment of the geometry, which will enlarge the turning radii and increase the design speed. Before starting Phase 1, there were 2 sections along the alignment that were considered dangerous S-curves. A primary reason for the realignment of Pioneer Road is to increase the safety by eliminating these dangerous S-curves. Phase 1 accomplished this by realigning the new roadway and eliminated the tight curve near at the westerly side of the City. Phase 2 also proposes to eliminate the second S-curve at approximately 3500 West.

To accomplish this realignment, and to acquire the needed right-of-way along the remaining corridor, the City is seeking Corridor Preservation funds to continue the acquisition that started with Phase 1.

Project Description:

The location of the proposed work is on Pioneer Road in Marriott-Slaterville between approx. 3200 West and 3600 West. The project will need to acquire right-of-way property for a new corridor to eliminate tight, potentially hazardous curves that do not conform to AASHTO standards. Upon the acquisition of the ROW, the road will be constructed in compliance with current AASHTO geometric design standards with a new minimum turn radius of 800-feet and a minimum design speed of 45 mph. The proposed right-of-way width is 80'. This will allow for a travel lane in each direction, a center turn lane, on-street parking, curb and gutter, and sidewalk on both sides of the road with an 8' trail/sidewalk on one side.

The existing Pioneer Road alignment will remain and tie into the new Pioneer Road alignment. The majority of the existing alignment is not currently dedicated as road right-of-way and the City intends to acquire the right-of-way through the existing corridor. As future development happens in this area, improving the 80' right-of-way (including curb and gutter and sidewalk on both sides) will be pursued.

Timing and Funding:

This section of road provides minimal amount of benefit to the citizens of Marriott-Slaterville City as a whole due to the fact that it is near the west boundary of the city. Those who will benefit the most from this project are citizens of Plain City and unincorporated areas of Weber County, and those citizens that live along the corridor. For these reasons, the city is seeking funding for the acquisition of Right of Way along the proposed corridor. A detailed cost estimate for the land acquisition is attached to this proposal.

A timeline for the project is ongoing, and the continuation will be driven by funding for the work. Once right of way funds are available, the remaining acquisition of the right of way could take up to 1 year to purchase the property. Upon the acquisition of the right of way, the engineering and design can be completed in 6 months. Following engineering and design, it is estimated that construction would take 4 months to complete.

WACOG

Weber Area Council of Governments



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

(2023) - Program Year 2025/2026

Project Sponsor:

Contact Person: **Title:**

Address: **ZIP:**

Phone: **Mobile:**

Email:

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:
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PROJECT INFORMATION

Project Name:

Project Location:

(A location map with aerial view must be attached)

Facility Length:	<input type="text" value="2.6"/>	Jurisdiction	<input type="checkbox"/> State Owned	<input type="checkbox"/> Locally Owned	<input type="checkbox"/> Yes	<input type="checkbox"/> Multiple <small>(List Other Agencies)</small>
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Brief Project Description: This project will be the continuation of widening and improving Pioneer Road, work that also included removing dangerous 'S' curves along Pioneer Road. Phase 1 was approved and funded, and has been constructed. The road will be constructed in compliance with current AASHTO geometric design standards with a new minimum turn radius of 800-feet and a minimum design speed of 45 mph. The majority of the existing alignment is not currently dedicated as road right-of-way and the City intends to acquire the right-of-way through the existing corridor.

(Attach conceptual plans if available):

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

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

Project Description

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

Project Improvement Type **Right Of Way Preservation** **Existing Number of Lanes** **Proposed Number of Lanes**

Project Termini- Begin:

End:

Functional Classification - Link

Is the Project on the RTP highway or Transit Network?

[Regional Transportation Plan - Link](#)

Is the Corridor on a Municipal\ County Master Plan?

Summarize any special characteristics of this project:

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

The majority of Pioneer Road is currently a narrow two lane road serving as a main artery through Marriott Slaterville. The entire roadway also needs to be widened from two lanes to three including a center turn lane to improve the ability of the road to function as a collector.

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

The requested funds are currently for Corridor Preservation. As the project progresses, the road will be widened and include curb, gutter, sidewalk, storm facilities including a regional detention basin.

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

Phase 1 has been awarded funding and completed (from west boundary of Pioneer Road to approx 3925 W). Some property acquisition along Pioneer Road has been started and properties have been identified.

Project Provides Access to: <i>(Select All that Apply)</i>	Elementary Schools	<input type="text" value="Yes"/>	Transit Stations	<input type="text" value="No"/>	Work	<input type="text" value="Yes"/>
	Trails/ Parks	<input type="text" value="Yes"/>	High Schools	<input type="text" value="Yes"/>	Shopping	<input type="text" value="No"/>
	Jr. High Schools	<input type="text" value="Yes"/>	Community Centers	<input type="text" value="Yes"/>	Other: __	<input type="text"/>
	<i>List other Destinations here</i>					

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

Project Proximity to (Existing Distance in Miles): <i>Enter All that Apply</i>	Elementary Schools	<input type="text" value="2.500"/>	Transit Stations	<input type="text" value="0.000"/>	Work	<input type="text" value="0.000"/>
	Trails/ Parks	<input type="text" value="0.600"/>	High Schools	<input type="text" value="2.500"/>	Shopping	<input type="text" value="0.000"/>
	Jr. High Schools	<input type="text" value="4.500"/>	Community Centers	<input type="text" value="2.000"/>	Other: __	<input type="text"/>
	<i>List other Destinations here</i>					

How does the project improve access to an employment center?

Desired Upgrades to Traffic Control Devices <i>Enter All that Apply</i>	School Signs	<input type="text" value="No"/>	Bike Lane Markings	<input type="text" value="No"/>	Pedestrian Signals	<input type="text" value="No"/>
	Traffic Signals	<input type="text" value="No"/>	Wayfinding Signs	<input type="text" value="No"/>	Other: __	<input type="text"/>
	<i>List other Traffic Devices here</i>					

Discuss what safety improvements are included in this project.

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 type="checkbox"/> NA Access Management	<input checked="" type="checkbox"/> Yes Options to Purchase	<input type="checkbox"/> Transferable Development Rights	<input type="checkbox"/> Hardship
<input checked="" type="checkbox"/> Yes Setback	<input type="checkbox"/> Purchase of Development Rights	<input type="checkbox"/> Density Transfers	<input type="checkbox"/> Donation
<input checked="" type="checkbox"/> Yes Zoning	<input type="checkbox"/> Property Exchange	<input type="checkbox"/> Impact Fee Credits	<input type="checkbox"/> Protective
<input checked="" type="checkbox"/> Yes Site-Plan Review & Subdivision Controls	<input type="checkbox"/> Other	<input type="checkbox"/> Tax Abatements	<input type="checkbox"/> Early
<input checked="" type="checkbox"/> Yes Conditional Use/ Interim Use Permits		<input type="checkbox"/> Other	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Yes 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):

Of the required ROW need, the City only owns about 53% of the property. The remaining 47% will need to be purchased for corridor preservation.

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

Marriott Slaterville will retain ownership of the aquired ROW in the form of a new roadway and roadway improvements.

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)

50 to 75 %

Population Percentage Change
(Data estimate - based to be April 1, 2010 to July 1, 2019)
25.00%

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?

Anticipated Hardships

Yes

[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 Populatn, percent change - April 1 2010 (estimates base) to July 1, 2019, (V2019)
(3rd item on the list under Population)

Percent Increase

<input type="checkbox"/> No	100 % plus	<input type="checkbox"/> No	40 to 59 %
<input type="checkbox"/> No	80 to 99 %	<input type="checkbox"/> No	20 to 39 %
<input type="checkbox"/> No	60 to 79 %	<input type="checkbox"/> No	0 to 19 %

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 **1,701**
Population - Census, April 1, 2020 **2,141**

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

Less than 1 year

	Existing	Projected
Roadway	2443	7000
Transit	NA	NA

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)

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)) **NA**

Project Cost Estimation

Project phases included in funding request:		Project Funding Request Summary/ Contributions:		
<input type="checkbox"/>	Planning Activities	\$	2,642,189.90	Sum of Total Project Cost (Calculated Below)
<input type="checkbox"/>	Project Development & Environment Study	\$	264,219.00	
<input checked="" type="checkbox"/>	Right of Way (ROW)	\$	264,219.00	Local Funds (10% min match req between the 3)
<input type="checkbox"/>	Preliminary Engineering/ Final Design Plans	\$	-	In-Kind Donations (Dollar Value)
<input type="checkbox"/>	Construction	\$	-	Other Funding Contributions
<input type="checkbox"/>	Construction Engineering & Inspection	\$	2,377,970.90	Weber Co Corridor Funding Request
<input type="checkbox"/>	Other: _____	\$	-	Weber Sales Tax Funding Request

**** 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.)*

Planning Activities	\$ 0	(enter estimate)
Project Development & Environment Study	\$ 0	(enter estimate)
Preliminary Engineering/ Final Design Plans	\$ 0	(enter estimate)
Right of Way	\$ 2,642,190	(enter estimate)
Construction	\$ 0	(enter estimate)
Maintenance of Traffic (MOT)	\$ 0	(enter estimate)
Mobilization	\$ 0	(enter estimate)
Subtotal	\$ 2,642,189.90	
Utilities	\$ 0	(enter estimate)
Miscellaneous	\$ 0	(enter estimate)
Total Construction Cost (TCC)	\$ 2,642,189.90	
Contingency (15 % of Total Construction Cost)	\$ -	
Construction Engineering & Inspection (CEI) (13% of (TCC))	\$ -	
Other (Describe) _____	\$ 0	(enter estimate)
Total Project Cost	\$ 2,642,189.90	

Project Notes



MARRIOTT-SLATERVILLE CITY CORPORATION

PROJECT - Pioneer Road Phase 2 ROW Acquisition



Cost Estimate -ROW Acquisition

Project Location: Marriott-Slaterville, Pioneer Road

Date: July 10, 2023

Item	Tax ID/Property Owner	Quantity	Unit	Unit Price	Total Amount
~Right of Way Acquisition~					
~80' ROW~					
1	15-008-0058 Darren and Jennifer Colman	0.06	acres	\$80,000.00	\$5,024.79
2	15-008-0037 Vern and Vickie Butler	0.15	acres	\$80,000.00	\$12,176.31
3	15-008-0019 Arek and Tamsyn Higgs	0.03	acres	\$80,000.00	\$2,710.74
4	15-008-0016 Douglas J Allen	0.04	acres	\$80,000.00	\$3,052.34
5	15-008-0039 Grant W and Margaret M Butler	0.00	acres	\$80,000.00	\$240.59
6	15-008-0040 Kelly S and Wendie Aiken	0.01	acres	\$80,000.00	\$462.81
7	15-008-0026 Larry J and Diana L Thorsted	0.13	acres	\$80,000.00	\$10,249.77
8	15-008-0040 Kelly S and Wendie Aiken	0.14	acres	\$80,000.00	\$11,131.31
9	15-008-0042 Lewis S and Shauna L Jensen	0.30	acres	\$80,000.00	\$24,319.56
10	15-223-0003 Orvel and Susan P Turnbow	0.01	acres	\$80,000.00	\$1,101.93
11	15-223-0002 Don and David Lee Byington	0.01	acres	\$80,000.00	\$986.23
12	15-007-0014 Mike Apezteguia	0.89	acres	\$80,000.00	\$71,337.01
13	15-008-0046 Westside Investments	0.61	acres	\$80,000.00	\$48,640.96
14	15-008-0015 CWSID	0.18	acres	\$80,000.00	\$14,776.86
15	15-008-0010 CWSID	0.20	acres	\$80,000.00	\$16,145.09
16	15-008-0014 CWSID	0.14	acres	\$80,000.00	\$11,355.37
17	15-011-0023 Dale R and Marie R Seegmiller	0.04	acres	\$80,000.00	\$2,863.18
18	15-011-0063 Wildwood Holdings LLC	0.42	acres	\$80,000.00	\$33,285.58
19	15-011-0064 Matronardi Family Trust	0.68	acres	\$80,000.00	\$54,009.18
20	15-011-0004 A Lomont Fowers	0.07	acres	\$80,000.00	\$5,377.41
21	15-011-0004 A Lomont Fowers	0.01	acres	\$80,000.00	\$918.27
22	15-008-0049 Sidney and Hope Robinson	0.01	acres	\$80,000.00	\$596.88
23	15-029-0057 Grant W and Margaret M Butler	0.38	acres	\$80,000.00	\$30,743.80
24	15-412-0001 Darren and Jennifer Colman	0.02	acres	\$80,000.00	\$1,987.14
25	15-008-0022 Curtis and Kristina Enz	0.12	acres	\$80,000.00	\$9,864.10
26	15-008-0013 Lewis S and Shauna L Jensen	0.29	acres	\$80,000.00	\$23,052.34
27	15-007-0016 Utah Power and Light Co	0.02	acres	\$80,000.00	\$1,886.13
28	15-029-0007 Utah Power and Light Co	0.03	acres	\$80,000.00	\$2,130.39
29	15-029-0079 Nicole M Broeder	0.03	acres	\$80,000.00	\$2,225.90
30	15-029-0102 Eileen Redmond	0.02	acres	\$80,000.00	\$1,955.92
31	15-483-0002 Julio Cesar Membreno	0.02	acres	\$80,000.00	\$1,794.31
32	15-483-0001 Josephine Davidson	0.02	acres	\$80,000.00	\$1,707.99
33	15-029-0010 Everardo Rodriguez	0.02	acres	\$80,000.00	\$1,994.49
34	15-029-0126 Amanda and Magan Tyson	0.10	acres	\$80,000.00	\$8,181.82
35	15-029-0011 Mark C Nourse	0.02	acres	\$80,000.00	\$1,724.52
36	15-029-0165 Lindee M Bess	0.02	acres	\$80,000.00	\$1,922.87
37	15-029-0167 Kenneth and Marjorie Pronschinske	0.00	acres	\$80,000.00	\$104.68
38	15-029-0108 Pioneer Equestrian LC	0.00	acres	\$80,000.00	\$121.21
39	15-029-0125 Mary Lynn Happenny	0.01	acres	\$80,000.00	\$754.82
40	15-029-0005 Kathleen G Bauer	0.00	acres	\$80,000.00	\$334.25
41	15-029-0003 CWSID	0.01	acres	\$80,000.00	\$870.52
42	15-029-0004 Dennis D Humphreys	0.04	acres	\$80,000.00	\$3,107.44
43	15-029-0061 Cristina Sierra and Raul G Angel	0.02	acres	\$80,000.00	\$1,926.54
44	15-029-0062 Dana Shelton	0.02	acres	\$80,000.00	\$1,924.70
45	15-030-0163 CWSID	0.64	acres	\$80,000.00	\$50,980.72
46	15-029-0064 Brent C and Angela S Butler	0.02	acres	\$80,000.00	\$1,337.01
47	15-029-0020 CWSID	0.07	acres	\$80,000.00	\$5,722.68

Item	Tax ID/Property Owner	Quantity	Unit	Unit Price	Total Amount
48	15-029-0019 Slater Properties LLC	0.00	acres	\$80,000.00	\$369.15
49	15-030-0182 Ryan Frank and Derrick A Yoshida	0.01	acres	\$80,000.00	\$1,098.26
50	15-030-0058 Allred Family	0.04	acres	\$80,000.00	\$3,054.18
51	15-030-0083 Leavitt Family Trust	22.42	acres	\$80,000.00	\$1,793,919.19
52	15-030-0108 Leavitt Family Trust				
53	15-030-0096 Ian B. Cunningham	0.02	acres	\$80,000.00	\$1,904.50
54	15-030-0098 Ethan and Kallie Brown	0.02	acres	\$80,000.00	\$1,926.54
55	15-030-0082 Douglas E and Patricia L Eggleston	0.03	acres	\$80,000.00	\$2,370.98
56	15-030-0085 Sandra Wheeler Saunders	0.02	acres	\$80,000.00	\$1,935.72
57	15-030-0176 Dorla M and Steve L Morgan	0.00	acres	\$80,000.00	\$187.33
58	15-030-0175 Dorla M and Steve L Morgan	0.02	acres	\$80,000.00	\$1,928.37
59	15-030-0055 SF Properties	0.35	acres	\$80,000.00	\$28,235.08
60	15-030-0142 Christine Arnell and Elaine Woods	0.02	acres	\$80,000.00	\$1,285.58
61	15-030-0086 Kelly Worth Knight Revocable Trust	0.02	acres	\$80,000.00	\$1,278.24
62	15-030-0074 John Donald & Luana P. Slater	0.02	acres	\$80,000.00	\$1,259.87
63	15-030-0010 John Donald & Luana Slater	0.05	acres	\$80,000.00	\$3,864.10
64	15-030-0054 Marilyn Draper Revocable Trust	0.01	acres	\$80,000.00	\$453.63
65	15-167-0001 Marilyn Draper Trust	0.03	acres	\$80,000.00	\$2,494.03
66	15-167-0002 Nathan Grow	0.02	acres	\$80,000.00	\$1,919.19
67	15-030-0156 Lori Bell	0.02	acres	\$80,000.00	\$1,928.37
68	15-030-0165 Blain Robert Draper Trust	0.02	acres	\$80,000.00	\$1,660.24
69	15-030-0009 Bens Farm LLC	0.02	acres	\$80,000.00	\$1,932.05
70	15-167-0003 Dennis W. & Elaine A. Draper	0.02	acres	\$80,000.00	\$1,924.70
71	15-030-0179 Michael & Karen Stevenson Trust	0.13	acres	\$80,000.00	\$10,449.95
72	15-030-0185 Virgil C Howe Trust	0.10	acres	\$80,000.00	\$7,656.57
73	15-030-0178 John P. & Tenille Houghton Pilarczyk	0.11	acres	\$80,000.00	\$8,595.04
74	15-030-0051 Cody & Teresa Ostler	0.12	acres	\$80,000.00	\$9,551.88
75	15-030-0044 John J. Brown	0.02	acres	\$80,000.00	\$1,797.98
76	15-030-0045 Arthur J. Jr & Deborah J. Gibby Trust	0.05	acres	\$80,000.00	\$3,651.06
77	15-030-0046 Leon Wardell Revocable Living Trust	0.05	acres	\$80,000.00	\$3,904.50
78	15-030-0111 Jeff & Karen Wayment	0.02	acres	\$80,000.00	\$1,922.87
79	15-030-0113 Shawn G. & Anegeliq D. Bushnell	0.02	acres	\$80,000.00	\$1,974.29
80	15-030-0173 Maverik, Inc	0.02	acres	\$80,000.00	\$1,957.76
81	15-030-0037 Holley Family Holdings, LLC	0.02	acres	\$80,000.00	\$1,581.27
82	15-030-0036 Holley Family Holdings, LLC	0.02	acres	\$80,000.00	\$1,595.96
83	15-030-0087 Holley Family Holdings, LLC	0.02	acres	\$80,000.00	\$1,303.95
Overall Subtotal =					\$2,401,990.82
10%Surveying & Engineering =					\$240,199.08
TOTAL =					\$2,642,189.90