

## AMENDED LOCAL TRANSPORTATION FUNDING AGREEMENT

This Amended Local Transportation Funding Agreement (“Amended Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Weber County and West Haven 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 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; 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 projects; and

**WHEREAS**, the 3300 South / 5100 West Project (“Project”) in the City is among the qualified projects prioritized for funding by WACOG and the County Commission; and

**WHEREAS**, the City intends to widen and improve 0.51 miles of 3300 South from 4700 West to 5100 West and approximately 1.0 Mile of 5100 West from 3250 South to approximately 3950 South; and

**WHEREAS**, the City originally submitted a timely and complete application/request to the WACOG, and accordingly such request was approved by the WACOG on November 7, 2022 and subsequently approved by the Weber County Commission on November 15, 2022; and

**WHEREAS**, the City submitted an amendment request to extend the project boundaries and for additional Sales Tax Funds, and such request was approved by WACOG on June 3, 2024; and

**WHEREAS**, the City was previously awarded \$3,998,000 in Sales Tax Funds; and

**WHEREAS**, the City previously committed local matching funds in the amount of \$1,000,000 towards the project; and

**WHEREAS**, the County has committed additional Sales Tax Funds in the amount of \$800,000 for a total of \$4,798,000; and

**WHEREAS**, the City has committed additional matching funds in the amount of \$80,000 for a total of \$1,080,000; and

**WHEREAS**, the County and the City propose to enter into this Amended Agreement to establish the terms and conditions the County and the City will be bound;

**NOW THEREFORE**, it is agreed by and between the parties to amend the original Agreement dated March 28, 2023, as follows:

**SECTION ONE  
INTRODUCTION AND BACKGROUND**

**A. Introduction and Project Background.**

A new elementary school is planned to be constructed on the corner of 3300 South and 5100 West. With this project, West Haven City intends to widen and improve 3300 South from 4700 West to 5100 West and 5100 West from 3250 South to approximately 3950 South where the project will connect to the 4000 S. intersection improvement project.

The project will included piping existing irrigation ditches, widening the roadway, curb gutter and sidewalk. These improvements will expand capacity and provide children a safe walking route to school.

**B. County Obligations.**

1. The County agrees to reimburse up to a total of \$4,798,000 programmed for calendar year 2025 for the cost of project related expenditures from the County Option Sales and Use Tax for Transportation Fund.
2. The County's payment obligations will arise only after the following conditions are met:
  - a. The City submits to the County appropriate evidence of expenditures that qualify for reimbursement under this Amended Agreement; and
  - b. The City submits to the County appropriate evidence of expenditures of at least \$1,080,000 of the City's matching funds towards the project.
3. If the City does not expend and seek reimbursement for the full amount approved, then the appropriate County Local Transportation Fund will retain the remaining funds.
4. The County is not responsible for the construction, maintenance, or completion of the project.
5. The 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 Amended 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 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.

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 Amended 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.

**C. City Obligations.**

1. The City shall be responsible for the construction, maintenance, and completion of the project.
2. The City shall ensure that all applicable local, state and federal guidelines are followed with respect to property acquisition, description and recording.
3. The 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 Parties 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, the City agrees to hold harmless and indemnify the 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 the City's acts, errors or omissions in the performance of this project.
2. Modification. This Amended Agreement supersedes and replaces the original dated March 28, 2023. It may be modified only upon the written agreement of both parties.
3. Applicable Law. This Amended Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.
4. Default. The County may declare a default, terminate this Amended Agreement, and cease further payments if: (1) the City fails to obtain or provide its share of the funding; (2) the project changes in any material way from what WACOG approved; or (3) the project is not timely completed pursuant to WACOG policies and procedures. Additionally, if a default is declared by the County, the City agrees to return all funds that have already been paid under this Amended Agreement.
5. Term. This Amended 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 Amended 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

West Haven City  
4150 South 3900 West, West Haven, UT 84401

7. Severability. If any provision of this Amended 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 Amended 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 Amended 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 Amended Agreement shall be binding or valid.
10. Waiver. No failure to enforce any provision of this Amended Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Amended Agreement concerning any subsequent or continuing breach.
11. Dispute Resolution. If a dispute arises regarding this Amended 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 Harvey, Chair

Commissioner Bolos voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ATTEST:

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

WEST HAVEN CITY  
By \_\_\_\_\_  
Title: CITY MANAGER



4150 SOUTH 3900 WEST  
WEST HAVEN, UT 84401  
PHONE: 801-731-4519  
FAX: 801-731-1002  
<http://www.westhavencity.com>

## WEST HAVEN CITY

### MAYOR

Rob Vanderwood

### COUNCIL MEMBERS

Carrie Call

Kim Dixon

Nina Morse

Ryan Saunders

Ryan Swapp

May 20, 2024

### Brooke Stewart

Weber County Local Transportation Funds  
Community Development  
2380 Washington Blvd. Suite 250  
Ogden, UT 84401

Dear Brooke,

### 3300 South & 5100 West Project Amendment Request

West Haven City received funding for construction for the 3300 South & 5100 West project in 2023. The intent of the original funding was to widen 3300 South (4700 West to 5100 West) and 5100 West (3250 South to 3800 South). West Haven City also received funding for intersection improvements at 4000 South and 5100 West in 2024. The extents of the existing funding creates an unfunded gap on 5100 West, between the intersection improvements and the 5100 West road improvements.

Weber School District is constructing a new elementary school at the corner of 5100 West and 3300 South. To further improve pedestrian safety in the proximity of the school, Weber School District requested that the City consider increasing the 5100 West project extents down to 4000 South. This additional length is approximately 1,655 feet. This includes the required 5100 West roadway widening for the 4000 South intersection improvements. See attached exhibit showing the increased project extents.

West Haven City would like to request a funding amendment to revise the project extents on 5100 West from 3250 West to approximately 350 feet south of 4000 South. The proposed improvements include road widening with curb & gutter and sidewalk. The funding requested is an additional \$800,000 with a proposed City match of \$80,000.

The completion of this project would provide a constant roadway width from 4000 South to 3300 South. It is anticipated that roadway construction will be completed before the end of 2025.

Please contact me at 801-731-4519, with any questions or if you would like any additional information.

Sincerely,

WEST HAVEN CITY  


Shawn Warnke  
City Manager



## 5100 West - Funding Amendment

West Haven City

5/22/2024

Item	Site and Street Improvements	QTY	Unit of	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	\$ 36,000.00	\$ 36,000.00
2	Clear and Grub	3,894	SY	\$ 1.00	\$ 3,893.94
3	Fine Grading	2,681	SY	\$ 1.00	\$ 2,681.11
4	Excavation / Earthworks	1,457	CY	\$ 16.00	\$ 23,306.94
5	Haul Earthworks Off Site and Dump	728	CY	\$ 16.00	\$ 11,653.47
6	Structural Fill	1,446	TON	\$ 16.00	\$ 23,142.00
7	12" Sub Base Material	1,835	TON	\$ 25.00	\$ 45,885.54
8	8" Untreated Base Course	1,728	TON	\$ 30.00	\$ 51,826.90
9	5" Asphalt Surface Course	1,219	TON	\$ 125.00	\$ 152,434.43
10	Geogrid and Geotextile Fabric (tbc to tbc) MIRAFI 200X	2,913	SY	\$ 2.00	\$ 5,826.74
11	4 Sidewalk	2,540	LF	\$ 28.00	\$ 71,120.00
12	Curb & Gutter - (with base course)	2,540	LF	\$ 23.50	\$ 59,690.00
13	ADA Ramp	2	EA	\$ 1,350.00	\$ 2,700.00
14	Concrete Flatwork	2,000	SF	\$ 8.50	\$ 17,000.00
15	Saw Cut Asphalt	2,540	LF	\$ 2.00	\$ 5,080.00
16	Striping	1	LS	\$ 3,810.00	\$ 3,810.00
17	Relocate Water Meter	10		\$ 1,500.00	\$ 15,000.00
18	Relocate Mail Box	10		\$ 1,000.00	\$ 10,000.00
<b>SUBTOTAL</b>					<b>\$ 541,051.07</b>

Item	Storm Drain/Utilities	QTY	Unit of	Unit Cost	Total
19	Adjust Collar and Existing Manhole	2	EA	\$ 1,200.00	\$ 2,400.00
16	Adjust existing Valve	4	EA	\$ 750.00	\$ 3,000.00
17	Remove Trees	3	EA	\$ 1,350.00	\$ 4,050.00
18	Remove relocate fence	1,270	LF	\$ 30.00	\$ 38,100.00
19	18" RCP	800	LF	\$ 120.00	\$ 96,000.00
20	SD Inlet Box	3	EA	\$ 3,500.00	\$ 10,500.00
21	4' SD Manhole	5	EA	\$ 6,000.00	\$ 30,000.00
22	Gravity Irrigation System	1	LS	\$ 30,000.00	\$ 30,000.00
<b>SUBTOTAL</b>					<b>\$ 214,050.00</b>

Item	Misc. Items	QTY	Unit of	Unit Cost	Total
22	Landscape Restoration	1	LS	\$ 21,000.00	\$ 21,000.00
23	New Sign	2	EA	\$ 1,000.00	\$ 2,000.00
24	Relocate Sign	2	EA	\$ 500.00	\$ 1,000.00
25	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
26	Storm Water Pollution Prevention	1	LS	\$ 5,000.00	\$ 5,000.00
<b>SUBTOTAL</b>					<b>\$ 54,000.00</b>

Item	Right of Way Acquisition	QTY	Unit of	Unit Cost	Total
	Total ROW required	4,445.00	SF	\$ 8.00	\$ 35,560.00
	Existing Improvements	4,445.00	SF	\$ 8.00	\$ 35,560.00
			SF		\$ -
			SF		\$ -
			SF		\$ -
<b>SUBTOTAL</b>					<b>\$ 71,120.00</b>

<b>Project Construction</b>				<b>\$ 809,101.07</b>
<b>ROW Acquisition</b>				<b>\$ 71,120.00</b>
<b>TOTAL AMOUNT</b>				<b>\$ 880,221.07</b>



