

**LOCAL TRANSPORTATION FUNDING AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
NORTH OGDEN CITY CORPORATION**

This Agreement is made effective this \_\_\_\_ day of December, 2012, by and between Weber County and North Ogden City (collectively the "Parties" or individually the "Party") 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 areas 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**, Monroe Blvd. in North Ogden City is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

**WHEREAS**, North Ogden City intends to purchase the necessary real estate (right-of-way) for the purpose of expanding capacity along Monroe Blvd between 3100 North and 2600 North; and

**WHEREAS**, North Ogden City submitted a timely and complete application/request to the Weber Area Council of Governments (WACOG), and accordingly such request was approved by the WACOG on September 10, 2012 and

**WHEREAS**, Weber County has committed to assist with Right-of-Way costs up to \$2,064,000; and

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

1. Monroe Boulevard is an incomplete major collector road that runs north-south through North Ogden City. When completed it will connect to Ogden City on the south and also provide a connection to Mountain Road on the north. It is expected to be the most used north-south road running through the City with the exception of Washington Boulevard.

2. The completion of Monroe Boulevard has always been a part of the transportation master plan. Development has begun to fill in the areas around the planned roadway and it has actually been constructed in some locations. However, the segments that have been completed remain unconnected to each other and the surrounding road network that they will eventually serve. The value of having the road completed is apparent as traffic volumes on local streets continue to increase. In order to facilitate the completion of the roadway North Ogden City would like to acquire the right-of-way at this time.
3. The proposed alignment and connection to existing roadways can be seen on the attached figures. The existing segments of Monroe Boulevard have been constructed with a wider pavement section to accommodate larger traffic volumes. The connection from 3100 North to Mountain Road has already been completed by development. Approximately 3,900 lineal feet of Monroe Boulevard has been completed between 3100 North and Ogden City (approximately 1500 North). About 7,950 lineal feet of road would need to be constructed to connect all the segments together and provide continuous traffic flow.

## **SECTION TWO COUNTY AND NORTH OGDEN CITY OBLIGATIONS**

- A. **County Obligations.** County agrees to contribute up Two Million Sixty Four Thousand Dollars (\$2,064,000) for right-of-way acquisition from the, the Local Transportation Corridor Preservation Fund - Utah Code Annotated §72-2-117.5.
- B. **North Ogden City Obligations.** North Ogden City hereby agrees that it will comply with all Federal, State and local laws and rules with respect to the property acquisition, description and recording.
- C. **Joint Obligations.** The County and North Ogden City agree to jointly develop accounting and reporting procedures for the use and distribution of transportation funds.

## **SECTION THREE MISCELLANEOUS**

- A. **Indemnification.** Because County is only providing funding for this project, North Ogden City agrees to hold harmless, defend 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 North Ogden City's acts, errors or omissions in the performance of this project.
- B. **Modification.** This Agreement may be modified only upon the written agreement of both parties.

- C. **Applicable Law.** This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.
- D. **Term and Termination.** With the exception of the indemnification provision which shall continue until any applicable statute of limitations has run, this Agreement shall terminate upon completion of the project referenced herein.

This Agreement is made effective upon execution of the Parties hereto.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Craig L. Dearden, Chair

Commissioner Dearden voted \_\_\_\_\_  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Zogmaister voted \_\_\_\_\_

ATTEST:

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

NORTH OGDEN CITY

By \_\_\_\_\_  
Richard Harris, Mayor

ATTEST:

\_\_\_\_\_  
North Ogden City Recorder