HOOPER CITY
CITY COUNCIL AGENDA - AMENDED
NOVEMBER 7, 2024 7:00PM

COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

Notice is hereby given that the Hooper City Council will hold a work meeting at 6:00pm and their regularly scheduled meeting at 7pm on Thursday, November 7, 2024, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Work Meeting – 6:00pm

1. Discussion on Agenda Items
2. TextmyGov

Regular Meeting – 7:00pm

1. Meeting Called to Order
2. Opening Ceremony
    a. Pledge of Allegiance – Council member Fowers
    b. Reverence – Mayor Bingham
3. Upcoming Events
4. Consent Items
    a. Motion- Approval of Minutes dated October 3, 2024
5. Discussion Items, Reports, and/or Presentations
6. Public Hearings
7. Action Items
    a. Discussion/Motion: Council Assignments
    b. Discussion/Motion: Purchase of Hooper City Property by Kenny Palmer located approximately 5900 W and 5700 S
    c. Discussion/Motion: Changing of speed limit signs on collector roads (5100 W / 5500 W / 4700 W)
    d. Discussion/Motion: Payment of school crossing zone
    e. Discussion/Motion: Grants
    f. Discussion/Motion: Surplus furniture out of rental property located at 6240 W 5600 S
    g. Discussion/Motion: Approval of the 1st Amendment to the Interlocal Cooperation Agreement between West Haven City and Hooper City
8. Public Comments
9. Adjournment

Morghan Yeoman
Morghan Yeoman, City Recorder

**Please see notes regarding public comments and public hearings*

In compliance with the American with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 801-732-1064 or admin@hoopercity.com at least 48 hours prior to the meeting.

CERTIFICATE OF POSTING
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on the 7th day of November, 2024 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at https://www.hoopercity.com/meetings.

**NOTES REGARDING PUBLIC COMMENT AND PUBLIC HEARINGS*

A. Time is made available for anyone in the audience to address the City Council during public comment and through public hearings.
    a. When a member of the audience addresses the council, they will come to the podium and state their name and address.
    b. Each person will be allotted three (3) minutes for their remarks/questions.
    c. The City Recorder will inform the speaker when their allotted time is up.

**CONFLICT OF INTEREST*

As per Utah State Code §67-16-9; Public officers and employees cannot have personal investments in a business entity that would create a substantial conflict between their private interests and public duties. This also applies to board members.

HOOPER CITY
CITY COUNCIL MEETING MINUTES
THURSDAY, OCTOBER 03, 2024, 7:00PM

COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315

The Hooper City Council held a work meeting at 6:00pm and their regular meeting at 7pm on October 03, 2024, at the Hooper City Civic Center located at 5580 W. 4600 S, Hooper, UT 84315.

COUNCIL MEMBERS PRESENT:
Sheri Bingham – Mayor
Dale Fowers
Bryce Wilcox
Debra Marigoni
Ryan Hill

COUNCIL MEMBERS EXCUSED:
Lisa Northrop

CITY STAFF & PLANNING COMMISSION PRESENT:
Reed Richards – City Attorney
Malcolm Jenkins – City Planner
Jamee Johnston – Deputy City Recorder

AUDIENCE PRESENT:
See attached list

DRAFT

6:00PM WORK MEETING

1. Discussion on Agenda Items
   At 6:00pm the City Council held a work meeting where they discussed agenda items, Perez Subdivision, UYSA Soccer, Fiscal Analysis, Senior Lunch, Budget, Grants, Traffic Trailer, and Text my Gov.

7:00PM REGULAR MEETING

1. Meeting Called to Order – Mayor Bingham

   At 7:00 pm Mayor Sheri Bingham called the meeting to order.

2. Opening Ceremony
   a. Pledge of Allegiance
      Council Member Fowers led in the Pledge of Allegiance.

   b. Reverence
      Council Member Wilcox offered reverence.

3. Upcoming Events
    a. Mayor Bingham announced Wednesday, October 9th, 2024, Volunteer committee meeting. Mayor also announced Hooper Halloween Haunt Saturday, October 12th, 2024, 6-9pm.

4. Citizen Comment(s) on Agenda Items
(Residents attending this meeting were allotted 3 minutes to express a concern or question about any issue)

None

5. Consent Items
    a) Motion- Approval of Minutes dated September 5, 2024
    Changes have been made.

COUNCIL MEMBER MARIGONI MOTIONED TO APPROVE THE MINUTES DATED SEPTEMBER 5, 2024, WITH THE CORRECTIONS ON THE WORD MONTH TO YEAR. COUNCIL MEMBER WILCOX SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
MARIGONI	**AYE**
FOWERS	**AYE**
HILL	**AYE**

MOTION PASSED.

    b) Motion- Approval of Minutes dated September 19, 2024

COUNCIL MEMBER WILCOX MOTIONED TO APPROVE THE MINUTES DATED SEPTEMBER 19, 2024, WITH NO CORRECTIONS. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
MARIGONI	**AYE**
FOWERS	**AYE**
HILL	**AYE**

MOTION PASSED.

DRAFT

Mayor Bingham mentioned to move Action item Perez Subdivision before Discussion item UYSA soccer presentation.

COUNCIL MEMBER WILCOX MOTIONED TO MOVE ACTION ITEM PEREZ SUBDIVISION UP BEFORE DISCUSSION ITEM UYSA SOCCER PRESENTATION. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
MARIGONI	**AYE**
FOWERS	**AYE**
HILL	**AYE**

MOTION PASSED.

6. Action Items.
    a. Motion: Final approval for Perez Subdivision located at 5998 S 5100 W for Efrain Perez

The City Planner Malcolm Jenkins presented with a map and plans. Malcolm also read off the memo from JUB regarding all the requirements for the subdivision that were met.

Efrain Perez introduced himself and explained his plan. City Council and Efrain Perez had conversation regarding the type of driveway he is planning, they also discussed the dirt removal off his land.

COUNCIL MEMBER MARIGONI MOTIONED FOR FINAL APPROVAL OF PEREZ SUBDIVISION LOCATED AT 5998 S 5100 W. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
MARIGONI	**AYE**
FOWERS	**AYE**
HILL	**AYE**

MOTION PASSED.

DRAFT

7. Public Hearings
   None

8. Discussion Items, Reports, and/or Presentations
   a. Presentation- Michelle Wixom – UYSA Soccer

      The City Mayor Bingham introduced Orden Yost presenting for UYSA soccer.
      Orden Yost presented for UYSA the largest soccer organization of Utah. Yost explained what the organization is wanting and how it can benefit Hooper. There was discussion between City Council members and Yost about soccer fields, who would do the maintaining of the fields, the interest in Hooper, and what they would need.

9. Public Comments

   No public comments.

10. Adjournment

AT APPROXIMATELY 7:51 PM COUNCIL MEMBER FOWERS MOVED TO ADJOURN THE MEETING. COUNCIL MEMBER HILL SECONDED THE MOTION. VOTING AS FOLLOWS:

COUNCIL MEMBER:	**VOTE:**
WILCOX	**AYE**
MARIGONI	**AYE**
FOWERS	**AYE**
HILL	**AYE**

MOTION PASSED.

Date Approved: _____

_____
Jamee Johnston, Deputy City Recorder

DRAFT

2024 Hooper City Council Assignments

NAME	PHONE NUMBER	EMAIL	ADDRESS	TERM THROUGH	DISTRICTS	ASSIGNMENTS
SHERI BINGHAM	**801-628-1670**	sbingham@hoopercity.com	**4452 S 5500 W**	**2027**	**MAYOR**	Central Weber Sewer Board WACOG Council of Mayors Chamber of Commerce Code Enforcement Public Works & Employees Newsletter Budget & Finance Fremont CTC Committee
DALE FOWERS	**801-391-3001**	dfowers@hoopercity.com	**4518 S 5500 W**	**2027**	**AT LARGE - PRO TEM**	Mayor Pro-Tem Secondary Water Storm & Waste Water Traffic Trailer Culinary Water Community Events RAMP Grant Committee Economic & Community Development Moderate Income Housing
RYAN HILL	**801-781-0431**	rhill@hoopercity.com	**5711 W 4600 S**	**2027**	**AT LARGE**	Weber County Fire District Senior Citizen Liaison Community Events RAMP Grant Committee Economic & Community Development Moderate Income Housing
DEBRA MARIGONI	**801-726-5388**	dmarigoni@hoopercity.com	**5245 S 5100 W**	**2025**	**3**	Parks, Trails, & Recreation Public Safety (Sheriff) VIPS Program Cemetery Community Events RAMP Grant Committee Economic & Community Development Moderate Income Housing
LISA NORTHROP	**801-721-1222**	lnorthrop@hoopercity.com	**5779 S 6300 W**	**2025**	**1**	Youth City Council Sales Tax Oversight Public Safety (Animal Control) Community Events RAMP Grant Committee Economic & Community Development Moderate Income Housing
BRYCE WILCOX	**801-940-0321**	bwilcox@hoopercity.com	**4152 S 5350 W**	**2025**	**2**	Arts Council Transportation Emergency Management Community Events RAMP Grant Committee Economic & Community Development Moderate Income Housing
						**Mosquito Abatement - Cindy Cox (Reassign 2025)

Reeve & Associates, Inc. - Solutions You Can Build On



60 0 60 120 180

Scale: 1" = 60'

Zaugg Property

Weber County, Utah

Developer:
Allan Karras
2609 N. Main
Sunset, UT. 84015
801-564-0909

REVISED 8-15-24

Reeve & Associates, Inc.
Planning • Surveying
Land Planners • Civil Engineers • Land Surveyors
Traffic Engineers • Structural Engineers • Landscape Architects
5160 South 1500 West Riverdale, Utah 84405
Tel: (801) 621-3100 Fax: (801) 621-2666 www.reeve-assoc.com

REVISIONS
DATE DESCRIPTION

Zaugg Property
PART OF THE NW 1/4 OF SECTION 19 T.5S., R.2W., S.L.B & M., U.S. SURVEY
WEBER COUNTY, UTAH

Concept Plan

Project Info.
Engineer: N. Reeve
Planner: C. Cave
Designer:
Date: 5-29-24
Name: ZAUGG PROPERTY
Number: 1714-52

Sheet 1 of 1 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 S. 1500 W., RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

MAYOR REPORT

TO: City Council

FROM: Sheri Bingham, Mayor

DATE: October 10, 2024

SUBJECT: 5100 project, speed limit change

The following report includes changes to collector street speed limits, and improvements for 5100 West, for Haven Bay Elementary.

Background

Haven Bay elementary was constructed in 2024, in West Haven. 5100 West is the boundary line between Hooper City and West Haven City. Hooper City has approximately 70 walking students that utilize the walking path that was constructed along 5100. There have been several concerns about the safety of the children walking along 5100 because of the 40 mph speed limit along the road and the absence of an official school crossing zone located at 3575 South 5100 where the students walking from subdivisions to the west of 5100 West must cross to use the walking path. There is also a concern with students that are crossing 5100 West at 3300 South. There is not an official pedestrian crossing at this location.

Hooper City staff, JUB engineering, West Haven City staff, Gardner engineering, along with Lt. Lavely, and Sgt. Slater, Weber County Sheriff Department met to discuss concerns and possible solutions to mitigate safety issues that might occur along 5100 West.

Analysis

- 5100 West speed limit reduced from 40 mph to 30 mph. It was discussed that the speed limit be lowered on 5100 West from 4800 South to the unincorporated Weber County border to the north. West Haven City, Hooper City, and Weber County have agreed this would be a viable option for school safety, and consistency of speed limits. Note: Weber County has already changed the speed limit from 35 mph to 30 mph. West Haven City will change the electronic speed limit sign on 5100 West at approximately 4400 South.
- Hooper City will install a flashing stop sign on the corner of 5100 West and 4000 South for northbound traffic. West Haven has already installed a flashing stop sign for southbound traffic at this intersection. Price: $1,800 Note: There is already money in the budget for the sign.
- An official school crossing zone will be established at 3575 South 5100 West. This will include a solar light that will note a 20 mph speed limit during school crossing times. This will be a shared expense with West Haven City and Hooper City, Hooper City expense will be $4,300.
- An official pedestrian crossing will be installed at 3300 South and 5100 West. This will be a solar light to push when someone is crossing, for lights to flash. This will be a shared expense with West Haven City. Hooper City expense $3,000.
- Possible 3 way stop installed at 5100 West 3300 South. This is pending approval of the engineering plan.
- Collector road speed limit to be changed for consistency throughout Hooper City streets. Speed changed from 40 mph to 30 mph on 5500 West and 5100 West. Speed limit changed from 25 mph to 30 mph on 4700 West. Other collector roads in Hooper City already have a 30 mph speed limit. Neighborhood roads are 25 mph and will remain. State road speed limits are set by UDOT.

PROPOSED 3300 SOUTH & 5100 WEST SIGNAGE EXHIBIT

3250 SOUTH

SPEED LIMIT 35

SPEED LIMIT 30

EXISTING PED CROSSWALK

PROPOSED PED-Activated Solar Flashing LED Signs



Haven Bay Elementary

SPEED LIMIT 25

SCHOOL SPEED LIMIT 20

SCHOOL SPEED LIMIT 20

EXISTING PED CROSSWALK & PED Crossing Signage

5100 WEST

SPEED LIMIT 40

SPEED LIMIT 30

EXISTING 20 MPH ZONE

Existing Signs with Flashing Lights East & West of PED Crosswalk

3450 SOUTH

West Haven City

Weber County

3300 SOUTH PROJECT LIMITS

3300 SOUTH

SPEED LIMIT 25

3300 SOUTH

4950 WEST

West Haven City

3350 SOUTH

4700 WEST

3450 SOUTH

3450 SOUTH

5100 WEST PROJECT LIMITS

5100 WEST

SPEED LIMIT 25

3500 SOUTH

Hooper City

West Haven City

5050 WEST

4900 WEST

3525 SOUTH

3550 SOUTH

EXISTING PED / SCHOOL CROSSWALK & SIGNS

PROPOSED 20 MPH SCHOOL ZONE & FLASHING SIGNS



3575 SOUTH

4890 WEST

4700 WEST

3625 SOUTH

3600 SOUTH

3600 SOUTH

3575 SOUTH

4975 WEST

SPEED LIMIT 40

SPEED LIMIT 30

3800 SOUTH

SPEED LIMIT 25

5100 WEST PROJECT LIMITS

5100 WEST

Hooper City

West Haven City

3850 SOUTH

4700 WEST

SPEED LIMIT 40

4000 SOUTH

SPEED LIMIT 40

4000 SOUTH

Hooper City

SPEED LIMIT 40

SPEED LIMIT 30

To 4800 SOUTH

West Haven City

MAYOR REPORT

TO: City Council

FROM: Sheri Bingham, Mayor

DATE: October 10, 2024

SUBJECT: Ramp Grants 2025

The following report discusses ideas for Ramp Grants selection 2025

Background

Weber County awards grants each year in the following categories:
Major Grant - Parks and Recreation, and Arts and Museums. These grants are for $200,000 or more.
Parks and Recreation - An entity can apply for 3 grants. These grants are for less than $200,000.
Arts and Museums- An entity can apply for 3 grants. These grants are for less than $200,000.
An entity can also apply for 3 EZ Grants for $2,000.
Major, Arts and Museum Grant, Parks and Recreation Grants are all due January 10th, EZ are due March 21st.

Analysis

Suggested grants -
Major Grant - It has been suggested that we not apply for a major grant this year. This discussion is based on the fact that there are not any projects that the city currently needs grant funding for that would qualify for the major grant category. Making an emphasis on applying for and receiving grants in the Arts and Museums and Parks and Recreation would probably benefit the city more productively.

Note - I do not have estimated costs. Exact bids will be secured prior to submitting grant applications. For maximum scoring, Hooper City needs to provide 50% of the total cost of each project. These costs can include volunteer hours, equipment expenses, overtime labor of employees, and other expenses associated with each project.

Arts and Museums

Hooper Tomato Days Centennial Concert
Grant will include expenses for entertainment, advertising and miscellaneous expenses.

Hooper Tomato Days Rodeo
Grant will include expenses for Rodeo Contractor, and rodeo specialty acts

Arts Council
Grant will include expenses for various arts events including entertainment, advertising and general supplies for events

Parks and Recreations

Hooper North Park Pickleball Area Landscaping
Grant will include the cost of landscaping the area north of the pickleball courts. This will include installing a sprinkling system, planting grass, and all grading and various expenses associated with this project.

New restrooms Wildwood Park
Grant will include cost of CXT (state approved contractor), restrooms including construction,

delivery and set-up of restrooms.

Power upgrade Hooper Park

Grant will include the cost of materials and installation of the power upgrade along the east fence behind the rodeo bleachers.

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Options

City Council vote on grant options

City Council table discussion to suggest other ideas

City Council prepares grant ideas for the next meeting.

MAYOR REPORT

TO: City Council

FROM: Sheri Bingham, Mayor

DATE: October 10, 2024

SUBJECT: Surplus of furniture

The following report includes the basis for surplus of furniture at a home owned by Hooper City located at 6240 West 5600 South, Hooper.

Background

Hooper City owns a home that is being managed by Revolution Property Management Company. When the home was purchased, the furniture in the home became Hooper City property. There is a tenant that is interested in using the furniture in the home. Scott Larsen, with Revolution said, “I do want to make sure we are clear that there is no value to the personal property and that we don’t hold him (the tenant) responsible for damage, also we don’t expect him to leave it (the furniture) when he moves”. Also, “If you all see it differently then for sure I say we remove the property and you can all dispose/sell/reuse as you see fit. Please let me know on that”.

Analysis

- City Council needs to decide if they are agreeable to the above stipulations by Scott Larsen for the tenant.
- If City Council is agreeable, this means that the furniture will be considered as surplus, with no value.
- Bruce Taylor has also expressed interest in the furniture.

Options

- Vote to surplus furniture to be used by tenant, with possibility of tenant taking furniture when no longer renting home
- Vote to surplus furniture, furniture sold/disposed of.
- Vote to return furniture to Bruce Taylor.

1st AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT

BETWEEN

WEST HAVEN CITY

- AND -

HOOPER CITY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into the ____ day of _____, 2024, by and between Hooper City ("Hooper"), a municipal corporation in the State of Utah, and West Haven City ("West Haven"), a municipal corporation in the State of Utah. Hooper and West Haven may be referred to collectively as the "Cities" or the "Parties" and may be referred to individually as "City" or "Party."

WITNESSETH:

WHEREAS, the Weber School District is building a new elementary school located on the corner of 3300 S. and 5100 W. in West Haven, Utah, a short distance from the West Haven-Hooper City line; and

WHEREAS, 5100 West Street in Weber County, Utah, between 4000 South and the elementary school will be one of the main entrances to the elementary school; and

WHEREAS, 5100 West Street is also the dividing line between West Haven and Hooper; and

WHEREAS, the current state of 5100 West Street in that designated area is not constructed as a major thoroughfare and is more of a country road; and

WHEREAS, both Hooper and West Haven would like to improve the road by increasing the size and providing gutters and sidewalks, for the purpose of creating a safe and easy to use area to approach the school by car or on foot; and

WHEREAS, the Weber Council of Governments (WACOG) has agreed to provide grant funding of approximately $4,798,00 for road improvements to 5100 West for the facilitation of the safety of children and all others to approach the school; and

WHEREAS, the WACOG has also agreed to provide grant funding of approximately $900,000 for intersection improvement at the 4000 South 5100 West intersection associated with a future traffic lights to be installed by the Utah Department of Transportation; and

WHEREAS, Hooper and West Haven have agreed to equally contribute a matching amount required by the grant funding in order to facilitate and carry out their part of the grant arrangement; and

WHEREAS, on or around July 17, 2024, Hooper and West Haven entered into an Interlocal Cooperative Agreement associated with the WACOG Grant Agreement and enhancements to make 5100 West safe to travel until the road improvements associated with the WACOG Grant Agreement can be constructed; and

WHEREAS, since entering this Interlocal Cooperative Agreement, Hooper and West Haven have identified additional safety enhancements to 5100 West; and

WHEREAS, these safety enhancements required the coordination and cooperation of both Hooper and West Haven, and both Cities desire to cooperate on installing these enhancements.

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree and stipulate as follows:

1. **Scope of Work and Cost Breakdown**. The following is the breakdown of costs for each portion of the project:

(a) Widening of 5100 W. and sidewalk improvement requires a total match of $500,000 which equates to $250,000 from each City.

(b) Increased scope of the original project to include from 3500 S to 4000 S requires a total match of $80,000, which equates to $40,000 from each City.

(c) Intersection improvements at 5100 W. 4000 S. in anticipation of future traffic signal installation require a total match of $100,000, which equates to $50,000 from each City.

(d) Construction of Temporary Pathway on 5100 West. Since the school will be opened in August 2024, the Weber County School District asked the Cities to consider the installation of a temporary pedestrian access on the east side of 5100 W. for a distance that parallels an existing open drainage ditch between 3575 S and 3500 S. The path is expected to accommodate Hooper City school children crossing 3575 S from the west and West Haven school children walking from the south. The path will be installed along the frontage of properties owned by the Utah Department of Transportation (UDOT). The UDOT property is fronted by an existing fence that partially needs to be removed and replaced to accommodate the area necessary for the path. Exhibits B and C depict the path location and construction details and summarize the construction sequence. The path will remain until permanent improvements are made in accordance with the WACOG grant agreements. Both Cities agree to work jointly towards installing the said pathway as follows:

Item	Quantity	Estimated Cost***	Responsible Party
Temporary Fence**	375 FT	$1,000	WHC/HC
Permanent Fence**	400 FT	$2,500	WHC/HC
Path Grading**	2,648 FT	In-Kind	HC
Path Surface Install**	2,648 FT	In-Kind	WHC/HC

The total for the temporary path construction is estimated at $3,500, and realized costs will be split evenly between the Cities.

(e) Reduction in Speed Limits on 5100 West. 5100 West travels through several jurisdictions, including unincorporated Weber County, Hooper City, and West Haven City. For different segments of this road, there are various speed limits. Specifically, from 2550 S to 3300 S, the speed limit is 35 mph (County's portion), and from 3300 S to 4000 S, the speed limit is 40 mph (Hooper and West Haven's portion). The Cities agree to have the posted speed of 5100 West to be 30 mph from 4800 South to 3300 South and to coordinate with Weber County to do the same.

Each City shall be responsible for the costs of purchasing the speed limit signs and related materials and installing these traffic control devices within their respective incorporated limits. Exhibit D depicts the general location of these speed limit signs. The timing of the installation of these signs shall be coordinated by each City's Public Works Director.

(f) Flashing Lights for School Zone. The Cities have partnered to construct a crosswalk on 5100 West at the intersection of 3575 S. As stated in Section 5 of this Agreement, there is a crossing guard station at this location, and the Cities now agree to designate this crosswalk as a School Zone by purchasing and installing flashing school zone lights, speed limit signs that reduce the speeds to 20 mph through the school zone, and crosswalk ahead signs on both sides of the road.

The cost of the flashing school zone lights is estimated to be $8,226.98, and each City agrees to split the cost equally. West Haven shall purchase the flashing school zone lights and submit a reimbursement request to Hooper for their share of the expense, which Hooper City agrees to pay within 30 days of the request. Additionally, both Cities agree cooperatively to install these flashing lights by making employees available to assemble and install these lights.

Each City shall be responsible for the costs of purchasing and installing the reduced speed limit signs through the school zone, the crosswalk ahead signs, and related materials, as well as

installing these traffic control devices within their respective incorporated limits. Exhibit D depicts the general location of the flashing lights, speed limit, and crosswalk ahead signs. The timing of the installation of these signs shall be coordinated by each City's Public Works Director.

(g) Pedestrian-activated Flashing Lights for the 5100 West and 3300 South Crosswalk. The Cities agree to cooperatively install pedestrian-activated flashing lights at the intersection of 5100 West 3300 South. Specifically, pedestrian-activated flashing lights would be installed at the east-west crossing of 5100 West and at the north-south crossing on 3300 South. The cost of the pedestrian-activated flashing lights is estimated to be $7,728.48 per street crossing for a total of $15,456.96 for the intersection, and each City agrees to split the cost equally. West Haven shall purchase the pedestrian-activated flashing lights and submit a reimbursement request to Hooper for their portion of the cost, which Hooper City agrees to pay within 30 days of the request. Additionally, both Cities agree to make employees available to assemble and install these pedestrian-activated flashing lights. Exhibit D depicts the general location of these pedestrian-activated flashing lights.

~~The total match requirement is $680,000, which equates to $340,000 from each City. The total for the temporary path construction is estimated at $3,500, and realized costs will be split evenly between the Cities.~~

2. **Payment Responsibility**. As set forth above, each of the Parties to this Agreement will have a financial obligation of $340,000 to meet the total match requirement of $680,000 as required by the grant Agreements, (which are attached in Exhibit "A," hereto and made a part hereto by reference). Additionally, each Party agrees to equally split the actual final cost associated with the construction of the pathway

and fencing, the flashing lights for the school zone, and the pedestrian-activated flashing lights as described above. Purchase of other traffic control devices shall be as stated above.

3. **Timing for Payment**. Each of the Parties to this Agreement will pay their financial obligation as set forth above, in the manner and timeframe as required by the grant agreements between WACOG and West Haven City.

4. **Supervision of Project**. Any required engineering, bidding of this construction project, awarding of the construction contract, and construction management of the project will be the responsibility of West Haven City. Each of the Parties' Public Works Directors or City Engineers will coordinate as needed or otherwise requested to consult on the progress of the project and completion of each Party's commitment contained in this Agreement.

5. Crossing Guards. Hooper City will provide at its sole expense a new crossing guard at the intersection of 3575 S 5100 W. Hooper City may elect to have a crossing guard at the intersection of 5100 W 3300 S. In providing these crossing guards, Hooper City may request that West Haven City assist in providing crossing guards for these intersections. If West Haven City has available crossing guards, the West Haven City Manager may choose to provide crossing guards, and Hooper City agrees to provide reimbursement to West Haven City for the expense of these crossing guards, including the cost of wages, supplies, and other direct costs.

6. **Governmental Immunity.** The Cities are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the Cities agree to indemnify and

hold harmless the other Party, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses, and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents, and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Cities under the Act.

7. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, and state laws.

8. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the Parties further agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to §11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement.

(f) To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Mayor/Manager and Public Works Director of both Cities, acting as a joint board.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(h) Any infrastructure or improvement created by this project shall belong to the City upon which the improvement is located.

9. **Counterparts.** This Agreement may be executed in counterparts by the Cities.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing, signed by both Parties.

IN WITNESS WHEREOF**,** the Parties have executed this Agreement on the day and year first above written.

HOOPER CITY

By:_____
MAYOR

ATTEST:

_____
Hooper City Recorder

Approved as to form and compliance
with applicable law:

_____
Hooper City Attorney

Date: _____

WEST HAVEN CITY

By:_____
CITY MANAGER

ATTEST:

_____
West Haven City Recorder

Approved as to form and compliance
with applicable law:

_____
West Haven City Attorney

Date: _____

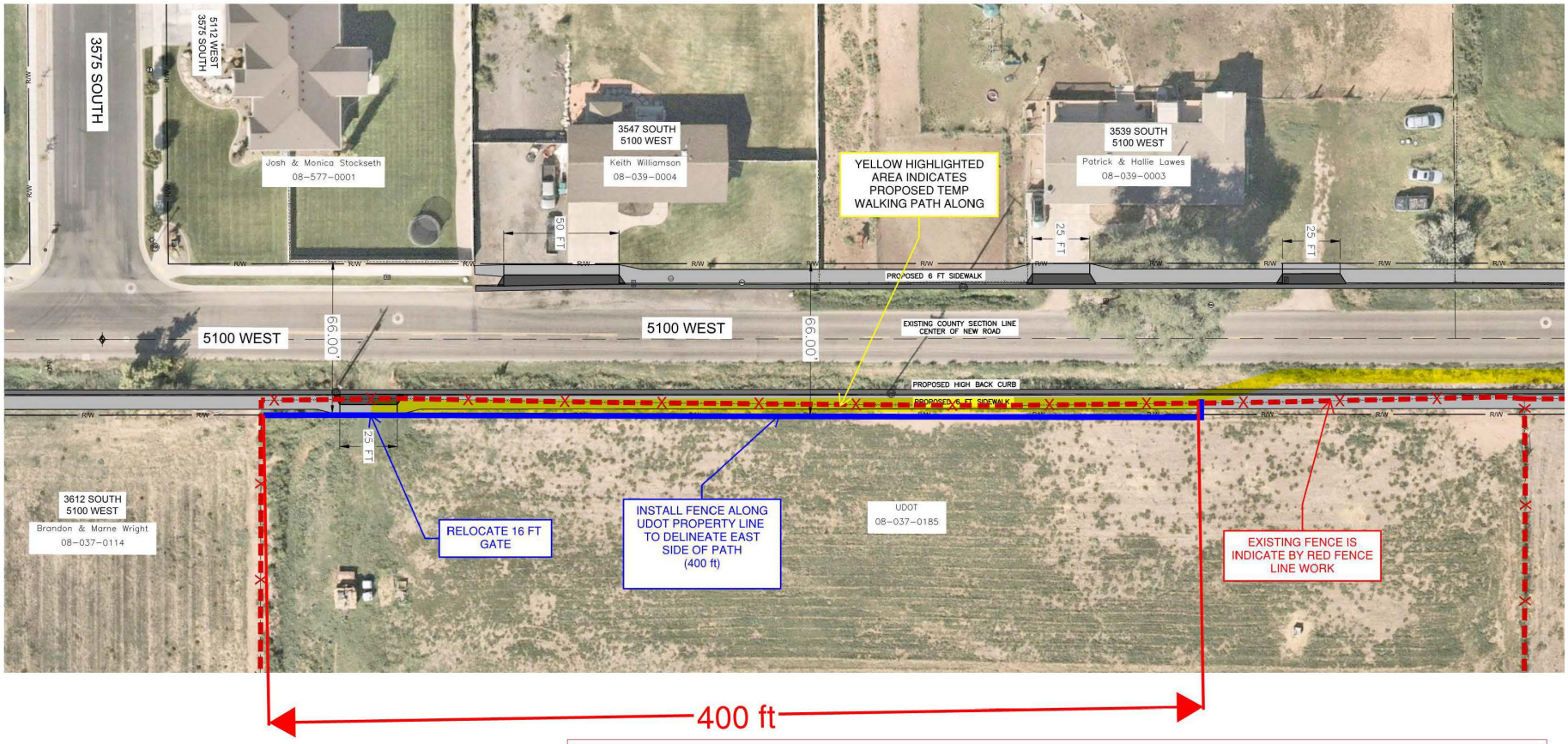
EXHIBIT “A”

WACOG GRANT AGREEMENTS

EXHIBIT “B”- Temporary Pathway



EXHIBIT "C"- Temporary Path



Construction Sequence: Work to be completed between August 5th -15th.

- Install fence (400 ft) along UDOT property line to make room fro temporary path. Relocate existing gate.
- Grade area for new path (7 ft wide) / Install 6' wide path (5" depth compacted rotomill)
- City to install permanent fence along the existing UDOT property line. Existing gate will also be relocated.
- Install safety fence on t-posts to protect the existing open ditch (375 ft).

EXHIBIT "D"- Safety Enhancements

