

**AMENDED RESOLUTION 06 - 2019**

**AN RESOLUTION OF NORTH OGDEN CITY AMENDING RESOLUTION  
06-2019 ENTERING INTO AN INTERLOCAL AGREEMENT WITH THE  
WEBER-BOX ELDER CONSERVATION DISTRICT.**

**WHEREAS:** North Ogden City operates several governmental activities; and

**WHEREAS:** North Ogden City has worked with the Weber-Box Elder Conservation District to create a dual use facility to meet the irrigation needs and storm water needs of the area; and

**WHEREAS:** North Ogden City Council wishes to enter into an Agreement for the construction and management of the facility; and

**WHEREAS:** North Ogden City Council passed a previous Resolution 06-2019 accepting a different version of the Agreement on 8-27-19; and

**WHEREAS:** North Ogden City Council finds this Agreement to be in the best interest of the City.

**NOW THEREFORE, BE IT RESOLVED** by the North Ogden City Council that the attached Amended Interlocal Agreement with Weber-Box Elder Conservation District is accepted.

SECTION 1: The Attached Interlocal Agreement is accepted by the City Council

SECTION 2: This Agreement may be executed by the appropriate City Officials.

**PASSED and ADOPTED this 22<sup>nd</sup> day of October 2019.**

**North Ogden City:**

  
**Brent Chugg**  
**North Ogden City Mayor**



**AN INTERLOCAL AGREEMENT A19-2019  
FOR COMPLETION AND JOINT USE OF  
STORM WATER DETENTION BASIN AND WATER RESERVOIR**

This Agreement, made and entered into by and between Weber-Box Elder Conservation District (hereinafter "District"), and North Ogden City, (hereinafter "City"), a municipal corporation in Weber County, State of Utah, (hereinafter jointly referred to as "Parties").

**RECITALS**

**WHEREAS,** City desires to construct a new storm water detention basin; and

**WHEREAS,** District desires to construct a new secondary water reservoir; and

**WHEREAS,** The Parties have identified that to conserve resources and property as well as reduce ongoing expenses it would be beneficial to all involved to combine the storm water detention and secondary water reservoir into a single capital project ("Project"); and

**WHEREAS,** City desires to also utilize the Project for a park; and

**WHEREAS,** The Parties hereto have negotiated the terms of this Agreement and determined that the terms are mutually beneficial to each party and the work referenced herein will aid the Parties in completing the desired outcome.

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**SECTION ONE  
OBLIGATIONS OF NORTH OGDEN CITY**

- 1.01** City will acquire approximately 6.6 acres of property and additional easements to facilitate the completion of the Project.
- 1.02** City will cause at least one roadway to be constructed at least to the minimum District specifications for access and load ratings.
- 1.03** City will construct or cause to be constructed the necessary storm drain lines and manholes to facilitate the transfer of storm water and secondary water from the existing detention basin on 2550 N. to the proposed location of the Project shown on Exhibit A. Costs shall be shared as outlined on Exhibit B.
- 1.04** City will participate in the share costs shown on Exhibit B by paying the cost up

front and then collecting the payment of District's portion upon the agreed upon benchmarks identified on Exhibit B.

- 1.05** City will cover the cost of any inspections performed by the North Ogden City Building department officials.
- 1.06** City will construct or cause to be constructed at its expense for the installation of storm water outfall gates, pipes, and other storm water level controls.
- 1.07** City shall provide District with a design and list of materials for installation of the needed storm drain and park facilities above the irrigation storage water level.
- 1.08** City shall process the site plan application, including the irrigation pump house facility and necessary appurtenances, and pay associated.
- 1.09** City shall construct or cause to be constructed all landscaping improvements in the Project. The breakdown of sharing costs is shown on Exhibit B.
- 1.10** City shall maintain all landscaping in the Project except any behind fencing enclosing any District pump houses or other structures.
- 1.11** City shall execute a perpetual easement to District for the use of the property so long as it continues to be used for secondary irrigation purposes by District.
- 1.12** City shall share the proportional burden of costs identified on Exhibit B which are funded by District.

## **SECTION TWO DISTRICT OBLIGATIONS**

- 2.01** District shall construct or cause to be constructed at their own cost the irrigation reservoir to a minimum depth of 9 feet of which it will contain approximately 20 acre feet of storage for irrigation water. The design shall generally follow the concept plan shown in Exhibit A. Shoreline improvements not necessary for the Project to function strictly as an irrigation pond shall be incorporated into the design of the facilities. However, the City shall bear the cost of such shoreline improvements intended for the Project to function as a park. Such work shall be completed by a mutually agreed upon date. Such costs shall include all design, site preparation, dewatering, haul off, and other costs associated with the construction of the reservoir.
- 2.02** District shall construct or cause to be constructed at their own cost all buildings and pumping equipment associated with the project and irrigation lines for the delivery of secondary water to their customers. District shall pay for all costs

necessary to bring adequate electrical power to the site.

- 2.03** District shall provide minimum design standards for the access roadway.
- 2.04** Parties shall provide a payment for the joint services outlined on Exhibit B within 60 days of the presenting an invoice after each benchmark is completed.
- 2.05** District shall construct or cause to be constructed the necessary pipes to deliver secondary water to the storm water pipes to be constructed as discussed in 1.03 above.
- 2.06** District acknowledges and agrees that the area around the basin/reservoir will be utilized for a public park with public access to the water and embankments. District agrees to act cooperatively to accommodate the City's need to manage the Project as a public park.
- 2.07** (This section is reserved)
- 2.08** District understands that the City will use the Project as a storm water detention facility. District and the City agree to act cooperatively to manage the Project's design and intended uses in an amicable and fair manner.
- 2.09** District understands that the City will not be responsible to maintain a specified level of water quality in the facility. However, the City will install appurtenances on the storm water inlet piping to capture debris and other pollutants.
- 2.10** District shall pay for or perform to the City's standards the maintenance of landscaping between any fencing and any separately fence above ground facilities such as a pump house as identified on Exhibit B
- 2.11** District shall install or cause to be installed vinyl dipped chain link fence. The fence shall be installed prior to the facility storing water. Cost sharing for the fence is shown on Exhibit B.
- 2.12** District shall share the proportional burden of costs identified on Exhibit B which are funded by the City.
- 2.13** The design of the pump station shall be subject to review by City staff and shall meet the minimum requirements of the zoning ordinance.
- 2.14** In addition to costs outlined in Exhibit B District will provide \$118,527 to assist with expenses related to line installations, land acquisitions, and other costs necessary for the success of the project.

- 2.15 District will provide the City will a pressurized irrigation water connection sufficient to service the landscaping in the Project at no cost. Water shares will need to be allocated to the property for landscaping in the park and shall be provided by the City and based on the irrigated acreage.

### **SECTION THREE EFFECTIVE DATE AND DURATION OF AGREEMENT**

- 3.01 This Agreement shall be effective upon approval of the Parties hereto and shall continue so long as the secondary reservoir continues to be used by District for irrigation purposes.

### **SECTION FOUR MISCELLANEOUS**

- 4.01 **Administration.** City and District do not intend and do not create any separate legal entity to provide for the administration of the Agreement. This Agreement shall be administered by the governing body of each Party and each Party shall appoint one person as an administrative contact to facilitate the performance of this Agreement.
- 4.02 **Amendment.** This Interlocal Agreement can be changed, modified or amended only by written agreement of the Parties and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
- 4.03 **Employment Status.** It is the intent of this Agreement that any staff supplied by either Party shall be deemed to be employees of that Party for all purposes, including, but not limited to, workman's compensation, social security, employment insurance, and other benefits in force in behalf of each Parties employees.
- 4.04 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and by prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 4.05 **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
- 4.06 **Indemnification.** It is mutually agreed that City and District each assume liability for the negligent or wrongful acts committed by their own agents, officials,

employees, or contractors. Neither District nor City waives any right or defenses otherwise available under the governmental immunity act. The City shall include the District as an additionally insured entity for this facility because of public access to the irrigation facility. The City will defend and hold the District harmless from all damages occurring because of the public use of the irrigation facility.

- 4.07 Privileges and Immunity.** All privileges and immunities which surround the activities of town and county officers and employees shall continue in full force and effect.
- 4.08 Dispute Resolution.** All Parties agree that should any dispute arise between these two Parties it shall be subject to binding arbitration with each party bearing the costs of their own attorney and half the arbitration expenses. Each Party hereby waives, to the fullest extent permitted by law, the right to trial by jury in any action, proceeding or counterclaim, whether in contract, tort or otherwise, relating to this Agreement.
- 4.09 No Third Party Beneficiary.** This agreement shall not be read to provide any benefit to a party not specifically identified in this agreement.
- 4.10 Illegal Provisions** If any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.
- 4.11 Counterparts.** This Agreement may be executed in counterparts that, when assembled, shall form one document, and signatures executed via facsimile or electronic transmission shall have the same force and effect as originals.



23<sup>rd</sup> IN WITNESS THEREOF the parties have hereunto set their hands as of the  
day of October, 2019.



NORTH OGDEN CITY

*M. Brent Chugg*  
M. Brent Chugg, Mayor

ATTEST:

*S. Annette Spendlove*  
S. Annette Spendlove, Recorder

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH THE STATE LAW:

*Jonathan Call*  
Jonathan Call, North Ogden Attorney

IN WITNESS THEREOF the parties have hereunto set their hands as of the  
day of \_\_\_\_\_, 2019.

BOARD OF WEBER-BOX ELDER  
CONSERVATION DISTRICT

*David S. Humphreys*  
Chair

ATTEST:

*Benjamin D. Quick*

APPROVED AS TO FORM AND AS COMPATIBLE  
WITH THE STATE LAW:

*Michael [Signature]*  
Attorney for District