

RESOLUTION 2020-37

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING
THE INTERLOCAL AGREEMENT WITH UINTAH CITY FOR THE
REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, on March 10, 2020 an agreement with Uintah City to replace the Cottonwood Drive waterline was approved; and

WHEREAS, Uintah City has chosen to fund the project using a Community Development Block Grant (CDBG) adding requirements which will increase the overall cost of the project; and

WHEREAS, city staff negotiated on behalf of South Weber citizens to limit the city's financial obligation; and

WHEREAS, both South Weber and Uintah City Councils have agreed to amend the original agreement;


NOW THEREFORE BE IT RESOLVED by the South Weber City Council, Davis County, Utah, as follows:

Section 1. Approval: The amended agreement attached as Exhibit 1 is entered into with Uintah City for the sole purpose of replacement of the Cottonwood Drive waterline.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 15th day of September 2020.

Roll call vote is as follows:		
Council Member Alberts	<input checked="" type="radio"/>	AGAINST
Council Member Halverson	<input checked="" type="radio"/>	AGAINST
Council Member Petty	<input checked="" type="radio"/>	AGAINST
Council Member Soderquist	<input checked="" type="radio"/>	AGAINST
Council Member Winsor	<input checked="" type="radio"/>	AGAINST



Mayor Jo Sjoblom





Attest: Recorder Lisa Smith

EXHIBIT 1

First Amendment to the Interlocal Agreement by and between South Weber City and Uintah City for Replacement of the Cottonwood Drive Waterline

FIRST AMENDMENT
to the
INTERLOCAL AGREEMENT
by and between
SOUTH WEBER CITY
and
UINTAH CITY
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE

This Amendment to an Interlocal Agreement is made and entered into this 8th day of September, 2020, by and between **SOUTH WEBER CITY**, a body politic and political subdivision of the State of Utah (“South Weber”) and **UINTAH CITY**, a body politic and political subdivision of the State of Utah (“Uintah”), individually referred to as “Party” or collectively referred to as “Parties.”

WHEREAS, South Weber and Uintah have previously entered into that certain Interlocal Agreement providing for the combination of their respective culinary water service needs along Cottonwood Drive in South Weber and the west end of Uintah City (the “Agreement”); and

WHEREAS, Uintah has been approved for federal Community Development Block Grant (“CDBG”) funds and plans to use these funds to meet their financial obligation; and

WHEREAS, the use of CDBG grant funds necessitates compliance with specific requirements during both the bidding and construction portions; and

WHEREAS, it is estimated that project costs could be anywhere from 0% - 5% more as a result of compliance with CDBG requirements; and

WHEREAS, as a result of the increased project costs from Uintah using CDBG funds, Uintah is willing to accept 5% more of the construction costs (including any approved change orders), making the cost share 47.5 % South Weber and 52.5% Uintah; and

WHEREAS, the parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

A. Amendment. Section 5 Paragraph 1 of the Agreement is hereby amended to read in its entirety as follows:

**Section Five
Payment**

1. The Parties agree to share the actual costs for Design and Construction of the Project. Uintah will be using CDBG grant funds. To offset the potential increased costs related to CDBG requirements, South Weber will pay 47.5% of the costs and Uintah will pay the remaining 52.5%. For estimated Design and Construction costs, see Exhibit "B". Parties shall mutually agree on the contract amount prior to awarding the contract.

B. Other Provisions Not Affected. All other provisions of the Agreement shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and month recited above.

SOUTH WEBER CITY:

UINTAH CITY

By: _____
David Larson, City Manager

By: _____
Gordon Cutler, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

City Recorder, South Weber City

City Recorder, Uintah City

Approved as to form:

Approved as to form:

By: _____
Attorney for South Weber City

By: _____
Attorney for Uintah City

Date: _____

Date: _____