

SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: 1700 South / 1200 West

This Second Amendment to the Local Transportation Funding Agreement ("Second Amendment") is made and entered into this _____ day of _____, 2026, by and between the **County of Weber, Utah** (the "County") and **Marriott-Slaterville City** (the "City"), individually referred to as "Party" and jointly referred to as "Parties."

RECITALS

WHEREAS, the Parties entered into a Local Transportation Funding Agreement (the "Original Agreement"), establishing the terms under which the County awarded the City funding for the 1700 South / 1200 West Project (the "Project"); and

WHEREAS, pursuant to the Original Agreement, the County awarded the City an amount up to \$3,198,000 in Transportation Funding (the "Award"), with a local matching contribution from the City of \$260,000; and

WHEREAS, pursuant to the First Amendment, the County awarded the City an amount up to \$1,064,000 in Transportation Funding (the "Award"); with the City committing additional matching state grant funds in the amount of \$1,961,406; and

WHEREAS, the City requested additional Transportation Funding to cover necessary expenses within the scope of the Project; and

WHEREAS, the Weber Area Council of Governments ("WACOG") approved an additional allocation of up to \$1,450,000 in Sales Tax Funds for the Project on June 1, 2026, subject to an additional local matching contribution of \$161,006 from the City; and

WHEREAS, the Board of Weber County Commissioners subsequently approved the additional allocation recommendation; and

WHEREAS, Section E(2) of the Original Agreement requires a written amendment executed by both Parties to increase the Award amount;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Update to Total Award Amount.** The total Transportation Funding available to the City for the Project is hereby increased by \$1,450,000. Any references to the "Award" amount in the Original Agreement and First Amendment are amended to reflect a total maximum Award of **\$5,712,000** (consisting of the \$3,198,000 awarded in the Original Agreement,

the additional \$1,064,000 awarded in the First Amendment and the additional \$1,450,000 allocation awarded in this Second Amendment).

2. **Update to Local Matching Contributions.** The City's required local matching contribution is increased by \$161,006. Total local matching contributions for the Project shall now equal **\$421,006** (consisting of the \$260,000 local match required by the Original Agreement and the additional \$161,006 local match required by this Second Amendment). The City shall continue to provide and document these matching contributions in accordance with the terms of the Original Agreement.
3. **Scope of Changes.** Except as expressly modified by this Second Amendment, all other terms and conditions of the Original Agreement and First Amendment respectively, not specifically referenced herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Second Amendment.

Dated this _____ day of _____, 2026.

WEBER COUNTY

By: _____
Gage Froerer, Chair

Date: _____

ATTEST:

Weber County Clerk/Auditor

MARRIOTT-SLATERVILLE CITY

By:  _____

Title: Mayor

Date: August 24, 2026

ATTEST:

Title: _____

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