

FIRST AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: Skyline Drive Rail Crossing Corridor Preservation

This First Amendment to the Local Transportation Funding Agreement (“First Amendment”) is made and entered into this _____ day of _____, 2026, by and between the **County of Weber, Utah** (the “County”) and **Pleasant View 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 Skyline Drive Rail Crossing Corridor Preservation Project (the “Project”); and

WHEREAS, pursuant to the Original Agreement, the County awarded the City an amount up to \$2,052,000 in Transportation Funding (the “Award”), with a local matching contribution from the City of \$250,000; 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 \$2,000,000 in Corridor Preservation Funds for the Project on May 4, 2026, subject to an additional local matching contribution of \$200,000 (10%) from the City; and

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

WHEREAS, Section 1(F) of the Original Agreement requires a written amendment executed by both Parties to increase the Award amount and Section 11 requires any modification to be in writing and signed by both Parties;

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 \$2,000,000. Any references to the “Award” amount in the Original Agreement are amended to reflect a total maximum Award of **\$4,052,000** (consisting of the original \$2,052,000 and the additional \$2,000,000 allocation).
2. **Update to Matching Contributions.** The City’s required matching contribution is increased by \$200,000. Total matching contributions for the Project shall now equal **\$450,000** (consisting of the original \$250,000 match and the additional \$200,000 match).

The City shall continue to provide and document these matching contributions in accordance with the terms of the Original Agreement. In the event that the total Transportation Funding amount actually allocated to the City is less than the total available Transportation Funding amount specified in paragraph 1, the City shall only be responsible for providing a match of 10% of whatever amount is ultimately allocated to the City.

3. **Scope of Changes.** Except as expressly modified by this First Amendment, all other terms and conditions of the Original Agreement not specifically referenced herein shall remain in full force and effect.

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

Dated this _____ day of _____, 2026.

WEBER COUNTY

By: _____
Gage Froerer, Chair

Date: _____

ATTEST:

Weber County Clerk/Auditor

PLEASANT VIEW CITY

By: _____

Title: _____
Mayor - Term

Date: _____
6/11/26

ATTEST:

Amanda Stelling

Title: _____
city Administrator

