Date: November 24, 2026

To: Weber County Board of County Commissioners

From: Sean Wilkinson SW
Director, Community Development Department

Subject: Request for approval of a donation of impact fees in the amount of $27,500 to Eden Valley Trails Trust for a grant funding match.

Agenda Date: December 1, 2026

Documents: Exhibit A: Letter of Support
Exhibit B: ORPA Grant Award
Exhibit C: Memorandum of Understanding with Eden Valley Trails Trust

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Summary:

In April 2026, Weber County committed $27,500 as matching funds for an Outdoor Recreation Planning Assistance (ORPA) grant submitted by Eden Valley Trails Trust (EVTT). The grant was awarded in July 2026 for a feasibility study on sections of the Pineview Loop Trail. EVTT is now requesting the funds from Weber County.

On October 1, 2024, the County Commission approved a memorandum of understanding (MOU) with Eden Valley Trails Trust for all future impact fee donations. This MOU eliminates the need for a separate agreement with each donation request. Eden Valley Trails Trust will apply to the County for future impact fee donations and reference this MOU as the basis for compliance and approval.

WEBER COUNTY

Exhibit A

April 21, 2026

Emily Meadows, Statewide Recreation Planning Coordinator
Utah Division of Outdoor Recreation
1594 W North Temple, Suite 100
Salt Lake City, UT 84116

Subject: Letter of support for Pineview Loop Pathway ORPA grant application

Dear Ms. Meadows,

On behalf of Weber County, I am pleased to provide a letter of support for this Outdoor Recreation Planning Assistance (ORPA) grant application. This project represents a significant opportunity to improve outdoor recreation infrastructure in the Ogden Valley, and we are excited to see it move forward. Weber County has committed $27,500 toward this important project.

Weber County supports the successful completion of the Pineview Loop Pathway (PLP). Pineview Reservoir is one of the most popular recreational destinations in our region, attracting thousands of users throughout the year. A dedicated pathway loop around the reservoir will greatly enhance public safety in what is currently a very busy and high-traffic area, allowing residents and visitors to recreate safely and comfortably.

Completion of this pathway will serve as an important economic driver for the area, boosting tourism and encouraging visitors to spend more time — and money — in Weber County. The new connection will also encourage additional use by residents leading to health and quality-of-life benefits.

Weber County fully supports this grant application and looks forward to participating in the successful planning and development of the Pineview Loop Pathway. We appreciate your thorough consideration of this application.

Sincerely,

Gage Froerer
Chair, Weber County Board of Commissioners

County Commission

Weber Center
2380 Washington Blvd.
Suite 360
Ogden, UT 84401

(801) 399-8406

WeberCountyUtah.gov

James H. "Jim" Harvey
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jharvey@WeberCountyUtah.gov

Gage Froerer
Commissioner
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Sharon A. Bolos
Commissioner
sbolos@WeberCountyUtah.gov

270079

Exhibit B

Contract No.
Vendor No. VC0000274509

Outdoor Recreation
Trails & Planning

STATE OF UTAH CONTRACT

Division of Outdoor Recreation

Outdoor Recreation Planning Assistance (ORPA)

1. **CONTRACTING PARTIES:** This contract ("Agreement" or "Contract") is between the State of Utah, Department of Natural Resources, Division of Outdoor Recreation, referred to as "the State",

   Department of Natural Resources
   Division of Outdoor Recreation
   1594 West North Temple #116
   Salt Lake City, UT 84116

   Contact Person: Emily Meadows
   Phone: 801-920-2857
   Email: emeadows@utah.gov

   and the following Awardee:
   Eden Valley Trails
   PO Box 556
   Eden, UT 84310

   Federal Tax ID: 93-4746322

   Contact Person: Alan Wheelwright
   Email : alan@edenvalleytrails.org

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to award funding for Pineview Loop Pathway Feasibility Study as set forth in Attachment C: Scope of Work, as approved by the State (the "Project"). This Contract provides terms and conditions under which the Awardee may obtain and maintain eligibility for the Outdoor Recreation Planning Assistance (ORPA) funding.

3. **AUTHORITY:** This Agreement is entered pursuant to the State's authority to administer funds under UCA § 51-9-902 *et seq*, and UCA § 63C-21-101 *et seq*. All awarded funding is subject to, and contingent on, legislative appropriation.

4. **CONTRACT PERIOD:**
   This contract is executed as of the date of the last signature and is effective through **December 31, 2027**, unless terminated early or extended in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT: The State awards and the Awardee accepts a potential monetary award of up to $183,250 (the "Award"). No matching funds are required by the Awardee, unless otherwise set forth in this Agreement.**

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A – Standard Terms and Conditions for Award
Attachment B – Utah Outdoor Recreation Planning Assistance Terms and Conditions
Attachment C – Scope of Work
Attachment D – Budget
Attachment E – Conflict of Interest

Any conflicts between Attachment A and Attachment B shall be resolved in favor of Attachment B unless otherwise prohibited under state law.

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the Award authorized by this Contract, including but not limited to UCA § 51-9-90279-7-501 *et seq*, and UCA § 63C-21-10151-9-901 *et seq*., the 2026 Project application, APP-005726, and any other documents submitted into Salesforce for this Project.

8. CONTRACT EXECUTION:

Each person signing this Contract represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This Contract is not fully executed until all parties and the Utah Division of Finance have signed this Contract.

9. USE OF AWARD MONEY

In signing this Agreement the Awardee affirmatively acknowledges and agrees that the Awardee is obligated to expend any and all of the Award in furtherance of the Project set out in the Project proposal as approved by the State, and in a way that is consistent with the Scope of Work attached to this contract as Attachment C. Unless approved in a written amendment executed in accordance with the terms of this Contract and signed by the Awardee and the State, no portion of the Award may be used for costs or expenses not associated with the approved Project, including expenses associated with other projects, awards or grants, even if those projects, awards or grants are administered by the State or the Division of Outdoor Recreation. Awardee understands and affirmatively acknowledges that expenditure of any portion of the Award on any cost or expense that is not directly associated with the Project approved by the State in connection with this Contract constitutes a material breach of this Contract. Awardee understands and affirmatively agrees that the State expressly reserves the right to clawback any improperly expended portion of the Award and to take any other legal action that the State, at its sole discretion, determines to be necessary to ensure the Award is, or was, expended in a manner consistent with the requirements of this Contract and Utah law.

BY SIGNING THIS CONTRACT, THE AWARDEE HEREBY ACKNOWLEDGES THAT THE AWARDEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Eden Valley Trails

Signature: Alan Wheelwright Alan Wheelwright (Jul 14, 2026 10:36:19 MDT)

Name: Alan Wheelwright

Title: Executive Director

Date: 07/14/2026

STATE OF UTAH
Division of Outdoor Recreation

Signature: Carly Lansche (Jul 14, 2026 10:37:30 MDT)

Name: Carly Lansche

Title: Trails & Planning Program Director

Date: 07/14/2026

Division of Finance

Date: 07/14/2026

Exhibit C

MEMORANDUM OF UNDERSTANDING
BETWEEN
EDEN VALLEY TRAILS TRUST
AND
WEBER COUNTY

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to guarantee that Eden Valley Trails Trust, will use Weber County's donated impact fees in accordance with the approved Weber County Trails Impact Fee Facilities Plan and applicable State laws, ordinances, and policies, without requiring a separate contract for each donation of funds. The County Commission finds that these donations will contribute to the safety, health, comfort, and convenience of county residents.

2. **SCOPE:** This MOU for the donation and use of impact fees is made between Eden Valley Trails Trust and Weber County.

3. **UNDERSTANDING, AGREEMENTS, AND SUPPORT REQUIREMENTS:**

   A. Eden Valley Trails Trust is a nonprofit 501(c)(3) organization with a mission to "build and maintain a sustainable and interconnected trail system in Ogden Valley"

   B. Weber County intends to donate impact fees to Eden Valley Trails Trust for the purpose of planning and building eligible pathways and trails in unincorporated Weber County.

   C. To receive donations of impact fees, Eden Valley Trails Trust must apply to the County, specifying which projects the impact fees will be used for. If Eden Valley Trails Trust wants to use donated impact fees for projects not included in the original application, it must file a new application seeking authorization to use the funds for other projects. Projects must be included in Weber County's Trails Impact Fee Facilities Plan.

   D. Eden Valley Trails Trust will only use Weber County's impact fee donations for corridor preservation, engineering, environmental review, surveying, permitting, construction, project management, and any other project-specific tasks necessary to complete approved projects.

   E. Eden Valley Trails Trust will comply with all applicable County and State laws, ordinances, and policies.

   F. Eden Valley Trails Trust will account for the expenditure of impact fees and will provide updates to Weber County upon request.

   G. Eden Valley Trails Trust will indemnify and hold harmless the County, its officers, agents, and employees from and against any claims or suits that arise as a result of impact fee donations, including improper use of impact fees.

4. **EFFECTIVE DATE:** This MOU is effective upon signature by both parties and will remain in effect until modified, replaced, or terminated by agreement of the parties.

5. **MODIFICATION:** Modification of this agreement requires written notification and approval by both parties 30 days in advance.

6. **GOVERNING LAW:** The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this agreement.

7. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this agreement unless specifically incorporated herein by reference.

8. **SIGNATURES:** In witness whereof the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTYCOMMISSIONERS
OF WEBER COUNTY

By: _____
James H. "Jim" Harvey, Chair

Commissioner Harvey voted Aye
Commissioner Bolos voted Aye
Commissioner Froerer voted Aye

ATTEST:

_____
Ricky D. Hatch, CPA
Weber County Clerk/Auditor

Date:

10/01/2024

EDEN VALLEY TRAILS TRUST

By: _____

Alan Wheelwright, Executive Director