



MORGAN COUNTY COMMISSION MEETING AGENDA

July 7th, 2026

4:00 REGULAR MEETING

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.

NOTE: Commissioner Vaughn Nickerson will be absent

4:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Wilson**
3. Pledge of Allegiance

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from June 16th, 2026.
2. Notice of vacancy on the Morgan County Planning Commission representing Stoddard & Milton – contact Commissioner Wilson if interested in this vacated seat.
3. Notice of issued 2026 Payment in Lieu of Taxes (PILT) payment from Department of the Interior.
4. Acknowledgement of submitted 2025 Impact Fee Report on 06/24/2026.
5. Approval of Resolution **CR 26-26** updating the County's Holiday Calendar after 2026 Legislative change adding Good Friday as a half day.
6. Notice of Stage 2 Fire Restrictions Order dated 06/26/2026.
7. Approval of Resolution **CR 26-29** adding the Emergency Management and R.A.M.P. logos to the County's Official Branding Standards.
8. Approval of the services agreement with Wasatch Civil Engineering.
9. Notice of Rifle Range closure until further notice.
10. Approval of Resolution **CR 26-31** Morgan County conflict of interest policy.
11. Notice of Utah Transportation Commission meeting from 06/26 that officially moved the I-84 interchange into Phase I of the STIP; Additionally, the I-89 & I-84 interchange will be revamped with construction starting in 2027.
12. Final report for the 2025-2026 Rural County's Economic Development Grant from the Governor's Office of Economic Development (formerly GOEO).
13. Proposed budget for the 2026-2027 Rural County's Economic Development Grant application from the Governor's Office of Economic Development (formerly GOEO).

(C) Commissioner Declarations of Conflict of Interest

(D) Public Comments (please limit comments to 3 minutes)

(E) Presentations

Hon. Janell Walker, Morgan County Assessor, Assessor Summer Workshop Recap

(F) Action Items

1. MORGAN COUNTY BOARD OF EQUALIZATION

Hon. Leslie A. Hyde – Discussion/Decision – Morgan County Clerk/ Auditor
Appointment of Brad Neff as Morgan County's Board of Equalization Hearing Office for the 2026 Assessment Appeals via **Resolution CR-26-02-BOE** and approving his 'Contract for Independent Hearing Officer for BOE Appeals.'

2. Bret Heiner – Discussion/Decision – Morgan County Public Works

Discussion and decision on \$915,360 in Transportation Impact Fee projects and the correlating budget adjustment of \$705,466 out of Transportation I.F. fund balance. [28-2951-100-000 > 28-4400-305-000]

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3. **Hon. Garrett Smith** – Discussion/Decision – Morgan County Attorney
Discussion and decision to grant an Exclusive Right-of-Way and easement to Questar Gas Company dba Enbridge Gas Utah.
4. **Hon. Garrett Smith** – Discussion/Decision – Morgan County Attorney
Discussion and decision on Morgan County Resolution **CR 26-30** Ethical Behavior Policy.
5. **Hon. Blaine Fackrell** – Discussion/Decision – Commission Travel Request
Requesting to attend the Utah Tourism Conference in Heber City, UT October 13-16.
6. **Hon. Morgan County Commission** – Discussion/ Decision – Interlocal Cooperative Agreement
Discussion and decision on entering into an Interlocal Cooperative Agreement with Summit County regarding the 910 Cattle Ranch.
7. **Haley Johnson** – Discussion/Decision – Morgan County Fair
Discussion and decision on a contract with the Utah Horse Pullers Association for the 2026 Fair.
8. **Kate Becker** – Discussion/Decision – Morgan County Fairgrounds
Discussion and decision on multiple change orders to the J & J Electric Bid at the Fairgrounds.
 - a. Relocate roping arena main \$12,450
 - b. Announcer booth \$9,171
 - c. Sound Conduits, power and fiber \$35,000
 - d. Morgan City Fees \$31,124Changer orders total \$87,745 and may be charged to line 33-4510-340-000
9. **Cindee Mikesell** – Discussion/Decision – Morgan County Clerk/Auditor’s Office
Discussion and approval of the Election Canvass for the June 2026 Primary. [documents to be provided at the meeting.]
10. **Luke Majewski** – Discussion/Decision – Citizen Request: Conditional Use Permit
Discussion and decision on a request for a temporary use permit of the Morgan County Airport for the 2026 Cars and Planes Fundraiser for the Mountain Green Fire Department.
11. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on 3.5 million or 2 million in liability coverage for the Morgan County Airport.
12. **Hon. Janell Walker** – Discussion/Decision – Morgan County Assessor
Discussion and decision on awarding bids to remediate and replace flooring throughout her office.
13. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on two change orders to the Administrative Building project.
 - a. Remediation and new flooring of the Clerk’s existing office.
 - b. Built in cabinetry in the election room for ballot and envelope storage.
14. **Hon. Morgan County Commission** – Discussion/Decision – Rifle Range Board Appointments
Discussion and decision on Resolution **CR 26-33** appointing **Kelli Petty, Matt Fairbanks, and Milton Vierow** to the Morgan County Rifle Range Advisory Board.
15. **Hon. Raelene Blocker** – Discussion/Decision – Commissioner Agenda Request
Discussion on tasking staff to draft a county resolution concerning data centers and a data center overlay ordinance.
16. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on Resolution **CR 26-27** affirming the Building Code of Appeals Board of **Jacob Welker, Roger Randall, and Sam Hunt**, pursuant to Morgan County Code § 151.05 (K).
17. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and approval or denial of code text amendments requested by the Morgan County Planning Commission.

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18. **Josh Cook** – Discussion/ Decision – County Planning & Zoning
Cottonwood Spring View A PUD Subdivision Phase 7B 5th Amendment: A request to amend the Cottonwood Spring View A PUD Subdivision Phase 7B for the fifth time.
19. **Josh Cook** – Discussion/ Decision – County Planning & Zoning
Wasatch Peaks Ranch (WPR) Oaks Lodge Site Plan: A request to approve the site plan for the WPR Lodge.
20. **Josh Cook** – Discussion/ Decision – County Planning & Zoning
PEAKS 1st Plat Amendment: A request for approval of plat amendment #1 for the PEAKS.
21. **Josh Cook** – Discussion/ Decision – County Planning & Zoning
Peterson Pipeline CUP Well #2: A request for approval of a Conditional Use Permit for “Public facilities or public service facilities.”

At 6pm the agenda order shall be interrupted to hold the following Public Hearings:

22. **Hon. Morgan & Summit County Governing Bodies** – Discussion/ **Public Hearing** /Decision – Joint Resolutions on County Boundary Adjustments
Discussion and possible decision on boundary adjustments to the Morgan / Summit County Line. The purpose of this action is to adjust the common boundary, pursuant to Utah Code 17-61-306, a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.
23. **Josh Cook** – Discussion/ **Public Hearing** /Decision – County Planning & Zoning
Residential Sprinkler Requirements Code Text Amendment: A request to approve Ordinance **CO 26-13** amending Morgan County Code Section 152.05 addressing when and where residential sprinklers are and are not required.
24. **Josh Cook** – Discussion/ **Public Hearing** /Decision – County Planning & Zoning
Personal Power Generation Code Text Amendment: A request to approve Ordinance **CO 26-14** amending Morgan County Code Sections 155.008 and 155.082 regarding Personal Power Generation definition and use regulations.
25. **Josh Cook** – Discussion/ **Public Hearing** /Decision – County Planning & Zoning
Cottonwoods Development Agreement Amendment: A request to approve Ordinance **CO 26-02**. A request to approve an amendment to the Cottonwoods Development Agreement and the Cottonwoods PUD Overlay District amending terms, subject property, and entitlements.

NOTE: This item is being postponed to August 4, 2026, for public hearing at the request of the applicant.

This was noticed for Public Hearing for the February 17th, 2026 Commission meeting and at that meeting was continued to a-date-certain being May 19th, 2026. At the May 19th, 2026 it was continued to a-date-certain being July 7th.

(G) Commissioner Comments

- Commissioner Blocker
- Commissioner Fackrell
- Commissioner Newton
- Commission Chair Wilson

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 2nd day of July 2026.



Kate Becker – Morgan County Administrative Manager

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

Meetings are live streamed on the Morgan County YouTube Channel. However, if you want to virtually participate in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 24 hours before the scheduled meeting.



June 16th, 2026

4:00 WORK SESSION & 5:00 REGULAR MEETING

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.

COUNTY COMMISSION

Commission Chair Matt Wilson
Commissioner Mike Newton (Remotely)
Commissioner Raelene Blocker
Commissioner Blaine Fackrell
Commission Vice Chair Vaughn Nickerson

OTHER EMPLOYEES

IT Director Jeremy Archibald
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith (CA)
Recorder Shaun Rose
Clerk/ Auditor Leslie Hyde
Assessor Janell Walker
Deputy Clerk/Auditor Chloe Adams
Planning and Zoning Director Josh Cook
Planner Kent Page
Director of Public Works Bret Heiner

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Douglas Perkins
Cindy Carter
Jeff Mathews
Mark Miller
John Lanwefered
Rulon Gardner
Greg Wolbach

4:00 WORK SESSION

The Commission held a work session to hear a presentation from **Greg Wolbach of Summit County**, together with **Morgan County Recorder Shaun Rose** and **Assessor Janell Walker**, regarding long-standing boundary inconsistencies along the Morgan–Summit County line. Wolbach explained that historical ridge-line assumptions, outdated plats, and early GIS mapping resulted in several parcels in Pine Meadow Ranch, Stagecoach Estates, and The Preserve being split between both counties, causing taxation confusion and building-permit issues.

Greg Wolbach outlined a proposal to realign the county boundary to the nearest established taxation parcel lines, as allowed under state law, to ensure parcels fall fully within a single county. The group reviewed maps showing the affected parcels and discussed expected acreage shifts. **Shaun Rose** and **Janell Walker** addressed related assessment questions and past double-taxation concerns. Commissioners asked about emergency services, addressing, surveying history, and next steps. Staff confirmed that a public hearing will be scheduled and that the formal boundary adjustment process will proceed through state review in 2026.

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Blocker**
3. Pledge of Allegiance
4. “*God Bless America*” sung by Kate Becker in honor of America 250

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from June 2nd, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Notice of resignation of Chans McMillan from the Morgan County Planning Commission.
4. Notice of vacancy on the Morgan County Planning Commission representing Richville & Porterville – contact Commissioner Fackrell if interested in this vacated seat.

5. Approval of the Transportation Master Plan Service Agreement with METHODS
6. Approval of the Fun Run Agreement between Morgan County and On Hill Events.
7. Reauthorization of the Morgan County Acceptable Use Policy. (Required Annually)
8. Approval of the Morgan County Social Media and Official Communications Policy.
9. Approval of the Weed Abatement Board's publication, "A Guide to Identifying Noxious Weeds."
10. Acknowledgement of Utah Counties Indemnity Pool's member equity letter and 2025 financial report.

Commissioner Nickerson moved to remove items 4 and 6 from the consent agenda and move them to the action items.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Nickerson moved to approve consent agenda items, 1, 2, 3, 5, 7, 8, 9, 10, 11, and 12.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

(C) Commissioner Declarations of Conflict of Interest

There were none

(D) Public Comments (please limit comments to 3 minutes)

(E) Presentations

1. **Hon. Shaun Rose**, recap of UGIC Conference

Shaun Rose (Recorder) gave an update on the county's GIS modernization, noting that he recently presented Morgan County's progress at the UGIC conference and highlighted improvements made by transitioning from hand-drawn maps to a fully digital system. He explained that the office continues to correct old mapping errors and is still searching for missing historic townsite plats. **Commissioner Wilson** opened the floor for questions, after which **Commissioner Nickerson** expressed appreciation for the Recorder's Office and the accuracy of the new GIS tools. **Commissioner Blocker** asked where the missing plats were being searched for, and Shaun described outreach to archives and surveyors. **Commissioner Fackrell** suggested contacting longtime local families, and **Commissioner Wilson** recommended posting a notice on the county website to gather potential leads.

2. **Hon. Shaun Rose**, recap of Utah Recorder's Summer Conference hosted by Morgan County

Shaun Rose (Recorder) reported that the Recorder's Office successfully hosted the statewide Recorder Summer Conference in Morgan County for the first time. He explained that the event was held across four locations and was intended to showcase the county to attendees. Shaun noted that participation was strong, with all but three counties attending, and that the conference received substantial support from local businesses and the school district, which provided transportation and facilities. He emphasized that the event was a valuable opportunity for both the county and the Recorder's Office.

(F) Action Items

4. (4.F.A) Consent Agenda Item 4: Notice of vacancy on the Morgan County Planning Commission representing Richville & Porterville

Kate Becker (CAM) clarified that the Planning Commission seat vacated is assigned to **Commissioner Wilson**, representing the Stoddard and Milton areas. She noted that the county website was updated to reflect this correction and stated that any residents of Stoddard or Milton interested in filling the vacancy should contact Commissioner Wilson. Kate also stated that the posting on the website will be further corrected to ensure accuracy.

6. (6.F.A) Approval of the Fun Run Agreement between Morgan County and On Hill Events.

Kate Becker (CAM) explained that the Fun Run Agreement required correction because the version included in the packet still reflected an outdated event fee structure. She clarified that the updated language now aligns with the Commission Meeting Minutes dated May 5, 2026, specifying that the organizer must pay the county a flat event fee of \$500 within fourteen days after the event.

Commissioner Blocker moved to approve the Fun Run Agreement between Morgan County and On Hill Events as just corrected.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

1. Bret Heiner – Discussion/Decision – Morgan County Public Works

Discussion and decision on awarding the Morgan County Airport Seal Coat project bid to Morgan Pavement in the amount of \$91,025. [ATF Grant will apply to some of these costs, 38-4550-260-000]

Bret Heiner (Public Works Director) reported on the airport runway resurfacing project, noting that Public Works completed extensive crack sealing earlier in the year and received three bids for the overlay work. Heiner explained that Morgan Pavement submitted the low bid of \$91,025, and that in-kind work performed by the county will reduce the final cost by approximately half. **Kate Becker (CAM)** added that up to \$200,000 has already been budgeted for the project and that a UDOT ATF grant will cover an undetermined portion of the cost.

Commissioner Nickerson moved to approve and award the airport overlay asphalt overlay to Morgan Pavement for the maximum amount of \$91,025

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

2. Hon. Leslie Hyde – Discussion/Decision – Morgan County Clerk/Auditor

Discussion and decision on a Resolution **CR 26-23** adopting the 2026 Morgan County Final Tax Rates and Budget and **CR 26-24** adopting the Assessing and Collecting Rate. [From PT-800]

Leslie Hyde (Clerk/ Auditor) presented the 2026 property tax rates, explaining that the certified rate increased slightly due to the Utah State Tax Commission's calculation needed to generate the revenue set in the county's budget. She noted that tax disclosure notices will be mailed around July 22. **Commissioner Blocker** asked about the health tax, and **Kate Becker (CAM)** clarified that it doubled from FY25 to FY26. At the Commission's request, **Janell Walker (Assessor)** provided additional explanation about rising taxable values, the impact of Wasatch Peaks Ranch on the tax base, and how assessments are determined. She also clarified the Board of Equalization appeal process and emphasized the importance of caution due to potential future adjustments requiring repayment. Commissioners discussed expectations regarding primary and secondary homes at Wasatch Peaks Ranch and the need to maintain fair, market-based assessments.

Commissioner Nickerson moved to approve Resolution CR 26-23 adopting the 2026 Morgan County Final Tax Rates and Budget and CR 26-24 adopting the Assessing and Collecting Rate.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

3. Hon. Shaun Rose – Discussion/Decision – Morgan County Recorder

Discussion and decision on a request to refund nine (9) years of erroneously assessed taxes on parcel number 74-6232. [10-4150-340-000 Non-Dept. Services not Otherwise Classified]

Shaun Rose (Recorder) explained that a small parcel included in a 2007 subdivision sale had been mistakenly left on the tax roll, resulting in the landowners being taxed on acreage that should not have been assessed. He requested approval to refund the erroneously collected amount of \$323.90

Commissioner Blocker moved to refund the amount of \$323.90 of erroneously assessed tax on parcel number 74-6232.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

4. Hon. Shaun Rose – Discussion/Decision – Morgan County Recorder

Discussion and decision on a request for a temporary credit limit increase to \$7,000 for the month of July for expenses related to attending the ESRI Conference. No budget increase is necessary.

Shaun Rose (Recorder) requested a temporary increase to his credit card limit for July to cover travel expenses for himself and the GIS specialist to attend the ESRI conference, noting the budget already supports the cost. He described the conference as essential training for the county's new Enterprise GIS system.

Commissioner Blocker moved to that we approve the request of the morgan county recorder for a temporary credit limit increase to \$7,000 for the month of July for expenses related to attending the ESRI Conference.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

5. Josh Cook – Discussion/Decision – County Planning & Zoning

Silverstone Subdivision Phase 6 Plat Amendment: A request to amend the plat for Silverstone Subdivision Phase 6.

Kent Page explained that the Silverstone Subdivision Phase 6 plat amendment was returned to the Planning Commission after the May 5 meeting for corrections related to flag lots and access. He reported that the Planning Commission reviewed the item on May 28, worked with the surveyor and the Recorder's Office to correct mapping and easement issues, and recommended approval to adjust the lot boundaries and create a new lot. **Commissioner Wilson** confirmed the amendment reflected what the Commission requested, and **Commissioner Fackrell** asked for clarification, with **Josh Cook (Planning and Zoning Director)** confirming that the changes incorporate a small remainder parcel, create legal frontage, and resolve prior nonconformities.

Commissioner Fackrell moved to approve the Silverstone Subdivision Phase 6 Plat Amendment to allow for the creation of the two lots to make it under conformity.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

6. Josh Cook – Discussion/ Public Hearing /Decision – County Planning & Zoning

P-C Zoning Code Text Amendment: A request to approve Ordinance **CO 26-08**, a code text amendment lowering the minimum acreage required in single-family residential development.

Kent Page presented a PC zoning code text amendment requesting a reduction in the minimum acreage required for single-family residential development within the PC zone. The applicant proposed reducing the requirement from 50 acres to 10 acres, with an option to reduce it to 7 acres, while staff recommended lowering it to 5 acres to provide greater flexibility. **Commissioner Blocker** asked why staff recommended dropping to five acres instead of ten, and **Josh Cook (Planning and Zoning Director)** explained that the original PC ordinance was drafted with a five-acre minimum to allow smaller property owners to utilize the zone while still requiring a comprehensive master plan with design standards, open space, and amenities. **Commissioner Wilson** expressed concern that lowering the acreage could allow more development than intended, and **Commissioner Nickerson** questioned whether changes should wait until completion of the general plan update. Additional discussion followed regarding the history of the PRUD ordinance and previous issues with small developments, the purpose of the current 50-acre threshold, and whether reducing the minimum acreage would conflict with prior policy decisions.

Commissioner Fackrell moved to enter Public Hearing

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Public Hearing:

Tina Kelly (Mountain Green): stated that she does not support reducing the minimum acreage for the PC zone. She clarified that although the packet suggested otherwise, she opposes lowering the requirement to 10 or 5 acres. She explained that as a former council member involved in removing the PRUD ordinance, the concern at the time was that small developments were taking advantage of clustering in ways that did not benefit the county. She emphasized that larger acreage requirements create a better planning tool and noted that the primary issue with PRUD's was small-scale projects lacking meaningful amenities. Tina also questioned the benefit to the county of allowing PC applications on smaller acreages, expressing concern about how meaningful amenities and open space could be provided on as little as five acres.

Cindy Carter (Hardscrabble): stated she does not support reducing the minimum acreage for the PC zone and questioned why the zoning code is being changed before the county completes its ongoing general plan update. She expressed concern that the proposed amendment appears designed to benefit a developer and asked what will happen if the forthcoming general plan recommends against such a change. Cindy also referenced recent issues in Mountain Green, noting that a negotiated agreement tied to a prior development approval was never recorded, which has damaged public trust. She emphasized the impact on longtime resident Bonnie Brown and stated that residents deserve transparent and consistent decision-making. Cindy urged the Commission to wait for the general plan to be completed, listen to public input, and avoid making major zoning changes prematurely.

Jeff Mathews (Highway 66): stated that he does not support reducing the minimum acreage for the PC zone, agreeing with concerns raised by Commissioners about loosening zoning requirements and increasing the potential for additional development. He noted that the 50-acre minimum was established for a reason and should be preserved. Jeff emphasized that zoning changes should not be made until after the county completes its general plan update, which will provide clearer guidance on future land-use decisions. He urged the Commission to avoid making zoning changes in response to individual applications and recommended waiting for broader community input to ensure thoughtful, long-term planning.

Commissioner Nickerson moved to leave Public Hearing

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Newton stated that the Commission previously established a 50-acre minimum for the PC zone because smaller developments made it difficult to provide meaningful clustering, open space, and amenities, and he remained opposed to reducing the acreage requirement. **Josh Cook (Planning and Zoning Director)** noted that the application was submitted by an individual and recommended allowing the applicant to speak. **Rulon Gardner** argued that clustered developments like the Cottonwoods have been successful and that the PC zone allows for better planning, open space, and amenities than traditional zoning. **Commissioner Wilson** questioned his motivations, discussed the challenges of smaller parcels, and reiterated their concerns about significantly reducing acreage requirements. **Commissioner Fackrell** and **Commissioner Nickerson** emphasized the importance of large-scale planning, the need to maintain the integrity of the PC zone, and the value of waiting for the upcoming general plan before making major zoning changes. Commissioners also discussed the differences between PC zoning, Town Center zoning, and existing entitlements in the area. Throughout the discussion, commissioners expressed caution about lowering acreage thresholds and highlighted the importance of ensuring cohesive planning, adequate amenities, and alignment with the county's future land-use vision.

Commissioner Nickerson moved to deny CO-26-08 based on the discussion of the shrinking it so drastically and being able to work with multiple smaller landowners.

Seconded by Commissioner Fackrell

Discussion Continued: Commissioner Wilson asked **Josh Cook (Planning and Zoning Director)** to clarify the implications of denying the PC zoning text amendment. **Josh Cook** explained that if the Commission denied the amendment, the applicant would need to wait two years to reapply with the same proposal but could return sooner with a substantially modified version. He also clarified that the denial would invalidate the associated rezone application but would not prevent the applicant from seeking a different rezone in the future. Commissioners discussed whether to deny the amendment or continue the item until after the general plan update, noting that continuing a legislative item does not carry the same timing restrictions as land-use applications. **Commissioner Nickerson** reiterated that his reason for supporting denial was the desire to wait for the general plan to guide future code changes. **Garrett Smith (CA)** provided procedural clarification after **Commissioner Fackrell** stated he wanted to rescind his second. This was not an option and the second remained the same.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Nay

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Nay

The vote was not unanimous. The motion still passed.

7. Josh Cook – Discussion/ Public Hearing /Decision – County Planning & Zoning

Geohazards Code Text Amendment: A request to approve Ordinance CO 26-10, a code text amendment amending multiple sections of the Morgan County Code defining average slope and designating buildable area as the area of interest of the geohazard section.

Josh Cook (Planning and Zoning Director) presented the Geohazards Code text amendment, explaining that the changes clarify how average slope is calculated, define buildable area, and standardize that slopes 25% or less require review down to 15%. **Mark Miller** added that the amendment does not expand buildable areas but simply provides a clear, defensible formula consistent with industry standards. Commissioners asked questions about natural grade, enforcement, and whether the amendment would allow construction on steeper slopes, and **Garrett Smith (CA)** clarified that removing the prior conditional-use allowance for slopes up to 30% tightens the code. **Commissioner Fackrell** and **Commissioner Nickerson** sought assurance that the clarified slope definitions align with geological guidance and protect against development on unstable ground, and staff confirmed that the amendment strengthens consistency without changing development thresholds.

Commissioner Fackrell moved to enter Public Hearing

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Public Hearing:

Tina Kelly (Mountain Green): noted that on page 200 of the packet, a line regarding the maximum slope for recreational dwellings had been struck out, but she stated the Planning Commission had asked for that line to remain.

Commissioner Fackrell moved to leave Public Hearing

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

Josh Cook clarified that the Planning Commission did not request restoring the original recreational-dwelling language; instead, they wanted the section updated to specify slopes from 15% up to 25% while keeping the rest of the code consistent. **Garrett Smith (CA)** explained that the remaining language already limits recreational dwellings to slopes of 25% or less, making the struck line redundant. **Commissioner Fackrell** noted that all habitable structures, not just recreational dwellings, should adhere to the same slope standards, and staff confirmed that the geohazard ordinance applies accordingly. **Commissioner Nickerson** added that the code already defines anything over 25% as unbuildable, supporting the decision to remove the extra sentence.

Commissioner Blocker moved to approve the Geohazards County Text (Ordinance CO-26-10) defining average slope and designating buildable area as the area of interest of the geohazard section.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

8. Hon. Mike Newton – Discussion/Decision – Morgan County Commissioner

Discussion and decision on awarding the RFQ for County Engineering and Surveying services.

Commissioner Newton moved to award Wasatch Civil for County Engineering and Surveying services.

Seconded by Commissioner Blocker seconded

Discussion continued: **Commissioner Nickerson** asked whether the county's upcoming engineering services agreement would include more detailed invoices and clearer cost expectations for applicants. **Kate Becker (CAM)** explained that the contract had not yet been finalized but confirmed that **Mark Miller** agreed to provide more detailed invoices. **Josh Cook (Planning and Zoning Director)** added that creating an average cost estimate for reviews would require a broader update to the county's fee schedule, which his staff is currently compiling. He described a proposed retainer-style system where applicants pay upfront for an average number of engineering and staff reviews, with refunds issued if fewer reviews are needed. **Garrett Smith (CA)** supported this approach as a fair way to ensure applicants cover their own review costs without burdening taxpayers. Commissioners agreed detailed billing should be included in the forthcoming engineering contract.

Commissioner Newton moved to award Wasatch Civil for County Engineering and Surveying services.

Seconded by Commissioner Blocker seconded

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

9. Morgan County Commission – Discussion/Decision

Discussion and decision on Resolution **CR 26-25** appointing the following to the Rifle Range Advisory Board:

Dave Olson, Fire Marshall

Allen Jacobsen, Morgan County Sheriff's Office Range Instructor

Martin Quinlan, nominated by Commissioner Nickerson

Justin Pentz, nominated by Commissioner Matthew Wilson

Commissioner Nickerson moved to approve the following for the rifle range advisory board: Dave Olson representing the Fire department, Allen Jacobsen representing the Sheriff's department, Martin Quinlan nominated by Commissioner Nickerson, and Justin Pentz nominated by Commissioner Matthew Wilson. Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

10. Kate Becker – Discussion/Decision – Morgan County Administrative Manager

Discussion and decision on a three-year extension to the Student Resource Officer (SRO) Agreement between Morgan County and Morgan School District. The current agreement expires June 30th, 2026.

Kate Becker (CAM) explained that four nominations for the Rifle Range Advisory Board had been properly submitted before the deadline and were approved following a motion by **Commissioner Nickerson** and a second by **Commissioner Fackrell**. She clarified that additional nominations may still be submitted but will need to be noticed for a future meeting. Commissioners discussed the number of allowable board members, with **Kate** confirming the board may include five to seven members and should include representation from the fire department, sheriff's office, shooting sports, and at-large residents.

Commissioner Fackrell moved to approve the three-year extension to the Student Resource Officer (SRO) Agreement between Morgan County and Morgan School District according to the redlines from the county attorney's office.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

11. Kate Becker – Discussion/Decision – Morgan County 4H Request

Discussion and decision on a request from Morgan County 4H Program Coordinator Nicole Reed for \$2,243.79 towards the \$5,2543.79 purchase of 20 modular cage units for the small animal barn. \$3,000 was donated by C-A-L Ranch. [33-4620-340-000]

Kate Becker (CAM) explained that the Morgan County 4-H Program requested funding to help purchase 20 new modular cage units for the small animal barn, following a donation from C-A-L Ranch. **Commissioner Nickerson, Commissioner Wilson, and Commissioner Fackrell** discussed cage sizing, modular dividers, intended small-animal use, and shipping considerations during the clarification process.

Commissioner Newton moved to approve a request from Morgan County 4H Program Coordinator Nicole Reed for \$2,243.79 towards the \$5,2543.79 purchase of 20 modular cage units for the small animal barn.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

12. Kate Becker – Discussion/Decision – Morgan County Tourism Tax Request

Discussion and decision on a request from Morgan County Library for \$1,000 in advertising funds for the “Chalk the Block” Festival in Morgan. [35-4510-409-000]

Kate Becker explained that the Tourism Tax Advisory Board has not been meeting and brought the request directly to the Commission for the Chalk the Block Festival. She noted that the tourism tax budget includes \$6,000 for advertising and that **Erin Bott**, the Library Director, submitted a request for \$1,000 in advertising funds through the UOT Co-op Grant.

Commissioner Fackrell moved to give the \$1,000 in advertising funds for the “Chalk the Block” Festival in Morgan. [35-4510-409-000]

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Kate Becker:

Kate Becker explained that the Tourism Tax Advisory Board has not been meeting and brought the request directly to the Commission for the Chalk the Block Festival. She noted that the tourism tax budget includes \$6,000 for advertising and that Erin Bott, the Library Director, submitted a request for \$1,000 in advertising funds through the UOT Co-op Grant.

Commissioner Newton moved to approve the expenditure on the Front Street Festival from the tourism budget.

Commissioner Nickerson seconded

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Kate Becker (CAM) informed the Commission that the county’s airport insurance is up for renewal and that recent legislation increased the required coverage cap for municipal airports from \$2 million to \$3.5 million. She explained that the county previously carried a \$2 million per-occurrence policy with no deductible and a cost of under \$900 for four years. Because of the new requirement, she asked whether the Commission wanted her to obtain pricing for the higher \$3.5 million coverage. **Commissioners Nickerson and Wilson** agreed that the Commission should review the cost difference, and the Commission directed Becker to gather the updated pricing and proceed with the higher coverage if the increase is less than double the previous premium.

Commissioner Comments:

Commissioner Blocker reported that she attended the Weber Human Services meeting and the Wild West Senior Picnic, noting it was a fun event with activities and prizes. She shared that, during the recent COG meeting, **Kate Becker** introduced the idea of creating a RAMP sign for RAMP-supported events. Blocker explained that the group discussed adding a QR code to the sign to help residents better understand how RAMP funds are used in Morgan County. She noted that the sign could be placed at activities such as youth soccer to show how recreation funds are being utilized.

Commissioner Newton expressed concern about the growing number of townhomes already planned and approved of in the county, noting consistent public feedback opposing additional multifamily development. He suggested the Commission consider ways to limit or reduce such projects and asked whether staff could provide a summary of where these units are currently allowed. **Commissioner Wilson** agreed the issue should be discussed at an upcoming special work session, possibly starting earlier. **Kate Becker (CAM)** added that the school district is struggling to find housing for new teachers, with rents under \$1,600 being scarce, and encouraged anyone with affordable rentals to contact the schools.

Commissioner Fackrell reported that he and **Commissioner Nickerson** attended BOE training and encouraged commissioners to attend in person for better understanding. He also shared updates from a regional outdoor recreation meeting, noting that the county lacks a comprehensive recreation plan and suggesting that the RAMP Advisory Board continue developing one that goes beyond sports. **Kate Becker** added that the board has been discussing public engagement and identifying needed infrastructure, particularly in Mountain Green. **Commissioner Fackrell** highlighted regional efforts to expand recreation opportunities, including a proposed OHV trail connecting Bear Lake to Salt Lake County.

Commissioner Nickerson reported that he and **Commissioner Fackrell** attended BOE training and found it very beneficial, especially in person. He encouraged community support for Morgan Valley Days, which benefits high school rodeo students. **Commissioner Nickerson** also shared an update from the Weed Board, noting that residents may receive notices or citations for invasive weed issues and that educational materials are available. He mentioned learning that some counties have multiple planning commissions, though **Commissioner Newton** noted state code may no longer allow this. **Nickerson** also highlighted improvements at the fairgrounds, including upgraded lighting and electrical access, which reduced the need for generators during recent events.

Commissioner Wilson reported receiving complaints from food vendors who applied to participate in the fair but were denied due to concerns about competing with existing vendors, despite the Commission's prior direction to allow broader participation. He noted long food lines and expressed the need for more vendor options. **Commissioner Newton** explained that the application window had been brief and that some vendors likely applied after it closed. **Kate Becker (CAM)** added that a formal fair vendor policy is being drafted but was delayed due to timing and that the fair coordinator is currently out of the country; she will follow up with the treasurer for clarification. **Commissioner Wilson** also reminded residents to vote in the upcoming election. **Kate Becker (CAM)** and **Chloe Adams** clarified public questions about ballots, noting that Utah uses mail-in voting, that undeclared or unaffiliated voters may not have received a primary ballot due to party-specific rules, and that individuals can contact or visit the Clerk/Auditor's Office for assistance.

Commissioner Fackrell moved to adjourn at 8:34 PM

APPROVED: _____ DATE: _____
Morgan County Commission Chair

ATTEST: _____ DATE: _____
Morgan County Deputy Clerk/Auditor

June 16th, 2026 – County Commission Meeting

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

If you want to participate virtually in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 48 hours before the scheduled meeting.



48 W Young St - 886
Morgan, UT 84050

Morgan County
Planning & Development
Services

NOTICE

Morgan County Commissioner Matthew Wilson is seeking applicants to fill the vacated Stoddard & Milton seat on the Morgan County Planning Commission.

If no suitable applications are received the positions may be filled by the County Commission at their discretion.

Interested individuals may obtain an application at www.morgancountyutah.gov or may reach out directly to Commissioner Wilson at mwilson@morgancountyutah.gov (801) 725-4457

Seat to be recommended for appointment on July 21st, 2026. All interested persons should contact Commissioner Wilson no later than Monday July 13th by 5pm MST.



THE SECRETARY OF THE INTERIOR
WASHINGTON

JUNE 23 2026

MORGAN COUNTY
P.O. Box 886
Morgan, UTAH 84050

Dear County Official:

It is my honor to notify you that on June 23, 2026, the Department of the Interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by agencies within the Department and on behalf of the U.S. Forest Service, U.S. Army Corps of Engineers and Utah Reclamation Mitigation and Conservation Commission. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray the costs associated with maintaining important community services.

The PILT Act, 31 U.S.C. 6901–6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior-year Federal payments under certain revenue-sharing programs, as reported annually by States, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

The President signed the Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026 (Public Law 119–74) on January 23, 2026, providing full funding for the 2026 PILT program. More than 1,900 local jurisdictions received a total of \$733 million in PILT payments this year.

For 2026, your county is receiving a PILT payment of \$46,162. If you provided current bank routing and account numbers to our Interior Business Center or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 23, 2026. If you did not receive a payment or require further information, please refer to www.doi.gov/pilt. The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at DOI_PILT@ios.doi.gov or (202) 513–7783.

With gratitude,

Doug Burgum
Secretary



State Reporting System

Submit

Update Contact Information

Forms & Templates

Search Reports

Transparent Utah

Contact Us

Upload a Report

Success: Action performed successfully *10-24-26*

Morgan County

Status: Current

Required Reports for Morgan County

If you need to replace an approved document, please contact the Office of the State Auditor at (801) 538-1025

Report:	Year:	Status:	Notes:	Action:
Approved Budget	2025	Approved		No Action Needed
Financial Certification	2025	Not Submitted		Upload
Financial Report	2025	Not Submitted		Upload
Fraud Risk Assessment	2025	Approved		No Action Needed
Impact Fee Report	2025	Submitted		Upload
Management Letter	2025	Not Submitted		Upload

UPLOAD A DIFFERENT REPORT

CHOOSE ANOTHER ENTITY/YEAR

INTEREST ALLOCATION					
	Beginning Balance - per Impact Fee Report (IFR)	% of Total	Intest income		
Transportation	\$ 954,984	75%	\$ 43,157		
Regional Park	\$ 96,052	8%	\$ 4,341		
Community Park	\$ 216,430	17%	\$ 9,781		
	\$ 1,267,466	100%	\$ 57,279		
per TB LINK	\$ 1,207,464		\$ 57,279		
Check	\$ (60,002)		\$ -		
	Difference is due to interest allocation added after report was issued.				
RECONCILIATION					
	Beginning Balance - per Impact Fee Report (IFR)	Fees Received	Intest income	Expenditures	Ending Balance
Transportation	\$ 954,984	\$ 174,087	\$ 43,157	\$ (73,420)	\$ 1,098,809
Regional Park	\$ 96,052	\$ 63,752	\$ 4,341	\$ (1,811)	\$ 162,333
Community Park	\$ 216,430	\$ 64,054	\$ 9,781	\$ (43,827)	\$ 246,438
	\$ 1,267,466	\$ 301,893	\$ 57,279	\$ (119,058)	\$ 1,507,580

MORGAN COUNTY RESOLUTION CR 26-26

A RESOLUTION OF THE COUNTY COMMISSION OF MORGAN COUNTY, UTAH, AMENDING THE COUNTY HOLIDAY SCHEDULE TO INCLUDE A HALF-DAY OBSERVANCE OF GOOD FRIDAY

WHEREAS, the Utah State Legislature recently enacted S.B. 193, designating Good Friday as an official state legal holiday and authorizing a half-day (4 hours) of paid time off for state employees; AND

WHEREAS, Utah State Code 63G-1-301 outlines the legal holidays recognized across the state; AND

WHEREAS, the Morgan County Commission desires to align its county employee holiday schedule with state practices, recognizing the cultural significance of the day and supporting employees in their personal time for religious observance; AND

WHEREAS, Utah State S.B. 193 also provides that government entities place a high priority on approving personal leave for employees on state holy days.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Morgan County, Utah, as follows:

Section 1. Adoption of Good Friday Holiday.

The Morgan County Commission hereby formally adopts the state’s legislative amendment adding Good Friday as an official recognized holiday.

Section 2. Amendment of Employee Leave Policies.

Effective immediately, the Morgan County Human Resources policies are amended to designate Good Friday as an official county holiday. Eligible county employees shall receive a half-day (4 hours) of paid time off in observance of the holiday.

Section 3. Prioritization of Personal Leave.

In accordance with state policy, Morgan County management and department heads shall place a high priority on approving employee requests for personal leave on Good Friday and other Utah State Code 63G-1-1101 designated holy days, to the extent that it does not unduly disrupt essential county operations.

Section 4. Effective Date.

This resolution shall take effect immediately upon passage and approval by the Morgan County Commission.

PASSED AND ADOPTED by the County Commission of Morgan, Utah, this 7th day of July 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____

Part 3 State Holidays

old → **Superseded 1/1/2027**

63G-1-301 Legal holidays -- Personal preference day -- Governor authorized to declare additional legal holidays.

- (1) The following days are legal holidays in Utah:
 - (a) except as provided in Subsection (2)(a) or (b):
 - (i) January 1, New Year's Day;
 - (ii) July 4, Independence Day;
 - (iii) July 24, Pioneer Day;
 - (iv) November 11, Veterans Day;
 - (v) December 25, Christmas; and
 - (vi) a day designated by proclamation issued by the president of the United States or the governor as a day of fasting or thanksgiving;
 - (b)
 - (i) the third Monday of January, Dr. Martin Luther King, Jr. Day;
 - (ii) the third Monday of February, Presidents' Day;
 - (iii) subject to Subsection (6), the Friday preceding Easter Sunday, Good Friday;
 - (iv) the first Sunday after the first full moon that occurs on or after the spring equinox, Easter Sunday;
 - (v) the last Monday of May, Memorial Day;
 - (vi) the first Monday of September, Labor Day;
 - (vii) the second Monday of October, Columbus Day;
 - (viii) the fourth Thursday of November, Thanksgiving Day; and
 - (ix) except as provided in Subsection (2)(c) or (d), June 19, Juneteenth National Freedom Day; and
 - (c) except as provided in Subsection (3), every Sunday.
- (2)
 - (a) If a day described in Subsection (1)(a) falls on a Saturday, the preceding Friday is the legal holiday.
 - (b) If a day described in Subsection (1)(a) falls on a Sunday, the following Monday is the legal holiday.
 - (c) If June 19 falls on a Tuesday, Wednesday, Thursday, or Friday, the preceding Monday is the legal holiday.
 - (d) If June 19 falls on Saturday or Sunday, the following Monday is the legal holiday.
- (3) For purposes of Utah Constitution, Article VI, Section 16, Subsection (1), regarding the exclusion of state holidays from the 45-day legislative general session, Sunday is not considered a state holiday.
- (4) Each employee may select one additional day, called Personal Preference Day, to be scheduled in accordance with rules made, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, by the Division of Human Resource Management, which the employee may use to observe a state holy day, as described in Section 63G-1-1101, or any other day the employee chooses to recognize.
- (5)
 - (a) If, in the governor's opinion, extraordinary conditions exist justifying the action, the governor may:

- (i) declare, by proclamation, legal holidays in addition to those legal holidays described in Subsections (1) and (2); or
- (ii) limit the legal holidays described in Subsection (5)(a)(i) to certain classes of business and activities to be designated by the governor.
- (b) Except as provided in Subsection (5)(c), a legal holiday described in Subsection (5)(a) may not extend for a longer period than 60 consecutive days.
- (c) The governor may, by proclamation:
 - (i) renew a legal holiday described in Subsection (5)(a) for one or more periods not exceeding 30 days each as the governor determines necessary; or
 - (ii) terminate a legal holiday described under Subsection (5)(a) or (b) earlier than the time period described in a preceding proclamation.
- (6) A state employee who receives paid time off for a legal holiday will, for Good Friday, receive four hours of paid time off rather than the standard eight hours.

Amended by Chapter 124, 2026 General Session

Effective 1/1/2027

63G-1-301 Legal holidays -- Personal preference day -- Governor authorized to declare additional legal holidays.

- (1) The following days are legal holidays in Utah:
 - (a) except as provided in Subsection (2):
 - (i) January 1, New Year's Day;
 - (ii) June 19, Juneteenth National Freedom Day;
 - (iii) July 4, Independence Day;
 - (iv) July 24, Pioneer Day;
 - (v) November 11, Veterans Day;
 - (vi) December 25, Christmas; and
 - (vii) a day designated by proclamation issued by the president of the United States or the governor as a day of fasting or thanksgiving;
 - (b)
 - (i) the third Monday of January, Dr. Martin Luther King, Jr. Day;
 - (ii) the third Monday of February, Presidents' Day;
 - (iii) subject to Subsection (6), the Friday preceding Easter Sunday, Good Friday;
 - (iv) the first Sunday after the first full moon that occurs on or after the spring equinox, Easter Sunday;
 - (v) the last Monday of May, Memorial Day;
 - (vi) the first Monday of September, Labor Day;
 - (vii) the second Monday of October, Columbus Day; and
 - (viii) the fourth Thursday of November, Thanksgiving Day; and
 - (c) except as provided in Subsection (3), every Sunday.
- (2)
 - (a) If a day described in Subsection (1)(a) falls on a Saturday, the preceding Friday is the legal holiday.
 - (b) If a day described in Subsection (1)(a) falls on a Sunday, the following Monday is the legal holiday.
- (3) For purposes of Utah Constitution, Article VI, Section 16, Subsection (1), regarding the exclusion of state holidays from the 45-day legislative general session, Sunday is not considered a state holiday.

- (4) Each employee may select one additional day, called Personal Preference Day, to be scheduled in accordance with rules made, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, by the Division of Human Resource Management, which the employee may use to observe a state holy day, as described in Section 63G-1-1101, or any other day the employee chooses to recognize.
- (5)
 - (a) If, in the governor's opinion, extraordinary conditions exist justifying the action, the governor may:
 - (i) declare, by proclamation, legal holidays in addition to those legal holidays described in Subsections (1) and (2); or
 - (ii) limit the legal holidays described in Subsection (5)(a)(i) to certain classes of business and activities to be designated by the governor.
 - (b) Except as provided in Subsection (5)(c), a legal holiday described in Subsection (5)(a) may not extend for a longer period than 60 consecutive days.
 - (c) The governor may, by proclamation:
 - (i) renew a legal holiday described in Subsection (5)(a) for one or more periods not exceeding 30 days each as the governor determines necessary; or
 - (ii) terminate a legal holiday described under Subsection (5)(a) or (b) earlier than the time period described in a preceding proclamation.
- (6) A state employee who receives paid time off for a legal holiday will, for Good Friday, receive four hours of paid time off rather than the standard eight hours.

Amended by Chapter 126, 2026 General Session



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

JOEL FERRY
Commissioner

Division of Forestry, Fire and State Lands

JAMIE BARNES
State Forester/Director

ORDER # WFCLO2645

Fire Restriction Order (Stage 2)

Due to current and forecasted weather conditions coupled with the extremely dry vegetation conditions in **Morgan** County, Utah, the State Forester, in consultation with the Director of State Parks, has determined that measures must be taken to prevent the ignition of forest and rangeland fires. Therefore, pursuant to Utah State Law, Section 65A-8-212, the **following acts are prohibited** in the areas described below until rescinded by the Utah State Forester:

1. Building, maintaining, attending or using **any fire**, campfire, or stove fire*. This includes charcoal grills and barbecues, coal and wood burning stoves and tent stoves and includes use at homes and in developed camping and picnic grounds.
2. Smoking, except within an enclosed vehicle, trailer or building, a developed recreation site or while stopped in an area that is paved or free from dry vegetation.
3. Discharging or using any fireworks, tracer ammunition or other pyrotechnic devices including exploding targets.
4. Cutting, welding or grinding metal in areas of dry vegetation.
5. Operating a motorcycle, chainsaw, ATV, or other small internal combustion engine without an approved and working spark arrestor.

Area Description: All unincorporated state and private lands within **Morgan** County, Utah.

All of this order does not affect private lands within incorporated towns or city limits.

The following persons are exempted from the above prohibitions:

1. *Devices using pellets, pressurized liquid or gas (stoves, grills or lanterns) that include shut-off valves **are permitted** when used in an area at least three feet or more from flammable material such as grasses or pine needles.
2. Persons with a permit or waiver issued by the Division, specifically authorizing a specified act at a specific location. A waiver does not relieve the permittee of liability if a fire does occur.
3. Any on-duty firefighter in the performance of an official duty.

Any of the above acts is a violation of state law and is punishable by up to 6 months in jail and a fine of up to \$1,000. These restrictions will be enforced by county law enforcement.

Effective Date: 12:01 a.m., 26th day of June, 2026

Brett Ostler

Brett Ostler (Jun 25, 2026 08:43:20 MDT)

Brett Ostler, State Fire Management Officer

Jamie Barnes

Jamie Barnes (Jun 25, 2026 17:39:22 MDT)

Jamie Barnes, State Forester



Resolution CR 26-29

**A RESOLUTION OF THE MORGAN COUNTY COMMISSION ESTABLISHING AND ADOPTION OF
ADDITIONAL OFFICIAL DEPARTMENT-SPECIFIC BRANDING STANDARDS.**

WHEREAS, the Morgan County Commission ("Commission") serves as the legislative body for Morgan County, Utah, and is responsible for the professional representation and administration of county services; and

WHEREAS, the Commission determined in County Resolution CR 26-22 that a clear and unified visual identity is in the best interest of the health, safety, and welfare of the inhabitants of Morgan County to ensure transparency and professionalism in government communications; and

WHEREAS, a standardized logo system allows for immediate public recognition of official county departments and programs.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MORGAN, UTAH
ESTABLISH THE ADDITIONAL SUB-LOGOS:**

To ensure consistency across all branches of local government, official department-specific logos are hereby established. These sub-logos shall consist of the primary County logo paired with the official name of the respective department. These include, but are not limited to:

- (a) **Morgan County Emergency Management** [Exhibit A]
- (b) **Morgan County RAMP Tax** [Exhibit B]

Effective Date: This Resolution shall take effect immediately upon its passage and approval by the County Commission.

PASSED AND ADOPTED by the County Commission of Morgan, Utah, this 7th day of July 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	___	___	___
Vaughn Nickerson	___	___	___
Blaine Fackrell	___	___	___
Raelene Blocker	___	___	___
Matthew Wilson	___	___	___

“Exhibit A”



“Exhibit B”



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the 7th day of July, 2026, by and between **MORGAN COUNTY**, a political subdivision of the State of Utah, hereinafter "County," and **WASATCH CIVIL CONSULTING ENGINEERS**, hereinafter "Engineer."

WITNESSETH:

WHEREAS, County has established a need for certain professional services; and

WHEREAS, Engineer has proposed to provide such professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. Performance of Services. County hereby agrees to engage Engineer, and Engineer hereby agrees to perform the services set forth in Exhibit "A," and incorporated herein by reference. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended, shall be within the scope of services to be provided hereunder.

2. Time of Performance. This Agreement shall commence on the 7th day of July, 2026, and terminate on the 30th day of June, 2031, unless otherwise terminated as hereinafter provided.

3. Compensation. The compensation for any work requested under this agreement shall be at the rates provided in Exhibit B attached hereto and incorporated by reference. The rates provided in Exhibit B may be adjusted annually upon written request by Engineer submitted to the County no later than November 30 of the preceding calendar year. Any request for adjustment shall include supporting documentation reasonably demonstrating the basis for the proposed increase. No rate adjustment shall be effective unless approved in writing by the County Commission or its authorized designee. Absent such written approval, the previously approved rates shall remain in effect.

Payments shall be made within 30 days after receipt of invoices from Engineer. Each invoice shall provide reasonable details including the project/application number and a summary of services performed. Finance charges at the rate of up to 12% annually (1% per month) may be imposed on all past due payments.

4. Termination of Agreement for Cause. If, through any cause, Engineer shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Engineer shall violate any of the covenants, agreements or stipulations of this Agreement, County shall have the right to terminate this Agreement by giving written notice to Engineer of such termination and specifying the effective date thereof. In the event of termination for cause, Engineer shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding

the above, Engineer shall not be relieved of liability to County for damages sustained by County by virtue of any breach of the Agreement by Engineer, and County may withhold any payments to Engineer for the purpose of setoff until such time as the exact amount of damages due County from Engineer is determined.

5. Termination for Convenience. The County or Engineer may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by County as provided herein, County shall pay Engineer a percentage of the established fee for work performed up to the time of such termination. Said percentage shall be based on the ratio of work completed to the total work required.

6. Non-assignability. Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the County thereto.

7. Interest of Engineer. Engineer represents that it presently has no interest, financial or otherwise, and shall not acquire any interest that would conflict with the performance of services under this Agreement. Engineer shall promptly disclose in writing any actual, potential, or perceived conflict of interest, including conflicts involving County projects, development applications, applicants, developers, contractors, consultants, or matters under review by the County.

Upon disclosure, the County may determine whether recusal, mitigation measures, reassignment, or other actions are necessary to protect the integrity of County decision-making processes.

8. Insurance requirements. Engineer shall procure and maintain, at its sole expense, for the duration of this Agreement, insurance against claims for injuries to persons, death, or damage to property that may arise from or in connection with the performance of the services under this Agreement by Engineer, its officers, employees, agents, representatives, or subconsultants. Such insurance shall be placed with insurers authorized to do business in the State of Utah and reasonably acceptable to the County.

The minimum insurance requirements shall be as follows:

A. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage.

B. **Automobile Liability Insurance.** Business Automobile Liability insurance covering all owned, hired, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance as required by the laws of the State of Utah and Employer's Liability insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee.

D. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate covering negligent acts, errors, and omissions arising from the professional services provided under this Agreement. If such coverage is written on a claims-made basis, Engineer shall maintain the coverage, or an extended reporting period, for a minimum of three (3) years following completion of the services under this Agreement.

Prior to commencing services, Engineer shall furnish the County with certificates of insurance and endorsements evidencing the coverage required by this Agreement. Upon request, Engineer shall provide copies of the applicable insurance policies.

The County, its elected officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies. Additional insured status shall not be required for Professional Liability insurance.

Engineer's insurance shall be primary with respect to any insurance or self-insurance maintained by the County. Any insurance or self-insurance maintained by the County shall be excess of and shall not contribute to Engineer's insurance.

Engineer shall require all subconsultants performing services under this Agreement to maintain insurance meeting the requirements of this section or shall provide coverage for such subconsultants under Engineer's policies. Engineer shall remain responsible for ensuring compliance with this requirement.

Engineer shall promptly notify the County of any cancellation, non-renewal, lapse, or material reduction in the required insurance coverage. Failure to maintain the insurance required by this Agreement shall constitute a material breach of this Agreement.

Any deductible or self-insured retention applicable to the required insurance shall be the sole responsibility of Engineer.

9. Indemnification. Each party shall be responsible for its own negligent acts, errors, omissions, and willful misconduct and those of its officers, employees, agents, and contractors.

To the extent permitted by law, Engineer shall indemnify, defend, and hold harmless the County and its elected officials, officers, employees, agents, and volunteers from and against any claims, demands, damages, liabilities, judgments, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the negligent acts, errors, omissions, or willful misconduct of Engineer, its employees, agents, subcontractors, or others for whom Engineer is legally responsible.

To the extent permitted by law, the County shall be responsible for and shall indemnify, defend, and hold harmless Engineer from and against any claims, demands, damages, liabilities, judgments, costs, and expenses, including reasonable attorney fees, arising out of

or resulting from the negligent acts, errors, omissions, or willful misconduct of the County, its officers, employees, or agents.

Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available to the County under the Utah Governmental Immunity Act or other applicable law.

10. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

11. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

County: Morgan County Administrative Manager
 Morgan County
 48 West Young Street
 P.O. Box 886
 Morgan, Utah 84050

Engineer: Mark Miller
 Wasatch Civil Consulting Engineers
 1150 South Depot Drive, Suite 225
 Ogden, Utah 84404

12. Independent Contractor. Engineer is independent of the County and shall perform all services according to its own methods without being subject to the control of the County except as to the results obtained. The County shall not carry Worker's Compensation insurance or any health or accident insurance to cover Engineer. The County shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Engineer, as an independent Engineer, shall provide and be responsible for any and all of Engineer, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Engineer agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

13. When Rights and Remedies Not Waived. In no event shall any payment by County hereunder constitute or be construed to be a waiver by County of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to County with respect to such breach or default.

14. Compliance with Laws. Engineer shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state, and local governments in connection with the performance of this Agreement.

15. Integrated Document. This Agreement embodies the entire agreement between County and Engineer for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of County prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon County.

16. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. Modifications. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement of the parties.

18. Disputes. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of the Agreement shall be decided through alternative dispute resolution. The method of alternative dispute resolution shall be mutually agreeable to both the insurance carriers of the County and Engineer. Should it be determined that a mutually agreed method cannot be found, and a resolution must be obtained through formal court hearings, then it is agreed that the prevailing party shall be entitled to recover his costs, expenses and reasonable attorney's fees.

19. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law.

20. Ownership of Work Product. All reports, studies, plans, specifications, drawings, maps, GIS data, field data, calculations, electronic files, databases, models, photographs, surveys, memoranda, and other work products prepared, developed, or obtained by Engineer in connection with the performance of services under this Agreement shall become the property of the County upon payment for the services associated with such work product.

Engineer may retain copies of such work product for its records and professional purposes but shall not distribute, sell, or otherwise use such work product for purposes unrelated to this Agreement without the County's prior written consent.

Upon request or termination of this Agreement, Engineer shall promptly deliver all work product, whether completed or in progress, to the County in both electronic and hard-copy formats, if available.

21. Records Retention and Audit. Engineer shall maintain complete and accurate records relating to services performed under this Agreement, including billing records, time records, supporting documentation, reports, correspondence, and project files, for a period of at least four (4) years following completion or termination of this Agreement.

Upon reasonable notice, the County or its authorized representatives may inspect and copy such records during normal business hours for purposes of verifying compliance with this Agreement and reviewing charges submitted to the County.

22. Cybersecurity and Data Protection. Engineer shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect County data and information from unauthorized access, use, disclosure, alteration, or destruction.

Engineer shall promptly notify the County of any actual or reasonably suspected unauthorized access to County data, cybersecurity incident, data breach, ransomware event, or other security event that may affect County information or systems. Such notification shall be made as soon as practicable, but no later than seventy-two (72) hours after discovery.

Engineer shall cooperate with the County in investigating and responding to any such incident and shall take reasonable steps to mitigate any resulting harm.

23. Government Records Access and Management Act (GRAMA). Engineer acknowledges that records created, received, maintained, or possessed in connection with this Agreement may constitute public records subject to the Utah Government Records Access and Management Act, Utah Code Title 63G, Chapter 2.

Engineer shall retain and provide records requested by the County as necessary for the County to comply with GRAMA and other applicable records retention requirements. Engineer shall not disclose records on behalf of the County unless authorized in writing by the County. Any determination regarding the classification, disclosure, or withholding of records shall be made solely by the County.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

ATTEST:

MORGAN COUNTY:

Morgan County Clerk

Morgan County Commission Chair

APPROVED AS TO FORM:

Morgan County Attorney

ENGINEER:

Wasatch Civil Consulting Engineers

EXHIBIT "A" **PERFORMANCE OF SERVICES**

Engineer shall perform all regular and routine engineering work as requested by County, such work to be requested by duly authorized verbal or written work order. Engineer agrees to perform said services in a timely manner after receiving reasonable notice. The general scope of the engineering services are as follows:

- a. Reviewing, checking, processing and approval of subdivision plans submitted to the County for development purposes.
- b. Field inspections of subdivision public works improvements.
- c. Assistance in the preparation of required County Ordinances.
- d. Preparation of County Technical Specifications and Public Works Standards.
- e. RDA development and related construction projects.
- f. Complete engineering planning, design, drafting, specifications, bidding and construction management of the following municipal oriented projects.
 - Sanitary Sewer Systems
 - Storm Drainage Systems
 - Public Street and Highways
 - Park Development
 - Culinary Water Systems
 - Irrigation Water Systems
- g. Assistance to the County in obtaining grants and other funding assistance from various public agencies.
- h. Municipal Master Planning.
- i. Attendance at Planning Commission, County Commission, and other County related meetings to assist and consult with the regulating body as requested.
- j. Preparation of legal property descriptions as required for County purposes.

- k. General field surveying services.
- l. Specialized engineering services, if needed, would be through our associate subconsultants which would provide:

- Structural Engineering
- Geotechnical Engineering
- Material Testing
- Aerial mapping
- Electrical Engineering
- Specialized Water Resources
- G.I.S. & S.C.A.D.A. Services

1. Authorization to Proceed:

The signed acceptance of the engineering services proposal shall be construed as authorization by County for Engineer to proceed with the work as described in the engineering services proposal, unless otherwise provided for in the authorization.

2. Estimate of Probable Cost:

Any cost estimates by Engineer will be on the basis of experience and judgment, but since Engineer has no control over market conditions or bidding procedures, Engineer cannot warrant that bids or construction costs will not vary from these cost estimates.

3. Professional Standards:

Engineer agrees that the services performed under this Agreement are performed to the level of competency presently maintained by other practicing professional engineers at the same time and in the same type of work in County's community (or allowed by Engineer's professional liability insurance). No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made.

4. Right of Entry:

Unless otherwise agreed, County will furnish right-of-way for Engineer to make field surveys and investigations as requested by County.

5. Job Sites:

For projects involving construction, Engineer shall provide professional engineering services within the scope of this Agreement, including design, review, inspection, recommendations, and other professional services requested by the County.

The contractor performing the construction work shall be responsible for construction means, methods, techniques, sequences, procedures, scheduling, and job site safety, as well as the acts and omissions of the contractor, its employees, subcontractors, and agents.

Engineer shall be responsible for the professional services performed by Engineer and for the acts, errors, omissions, negligence, and willful misconduct of Engineer, its employees, agents, and subconsultants.

To the extent permitted by law, and subject to the protections, limitations, defenses, and immunities provided by the Utah Governmental Immunity Act and other applicable law, the County shall be responsible for the acts, errors, omissions, negligence, and willful misconduct of the County, its officers, employees, and agents.

Nothing in this Agreement shall be construed to make Engineer responsible for the acts or omissions of the County, the contractor, or any third party, nor shall anything in this Agreement be construed to make the County responsible for the acts or omissions of Engineer, the contractor, or any third party.

Nothing in this section shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available to the County under the Utah Governmental Immunity Act or other applicable law.

PUBLIC NOTICE

June 25, 2026

Effective **June 25, 2026, at 3:51 p.m.**, the following area Rifle Range will be **shut down until further notice**.

This closure has been ordered by the **Utah Department of Natural Resources (DNR)** and is being **mandated by Morgan County Sheriff**.

The closure will remain in effect until further notice. We appreciate the public's cooperation and ask everyone to respect all closure signs and restrictions to ensure public safety.

Thank you for your understanding and cooperation.

Thanks,

Clerk's Office

Morgan County Resolution CR 26-31

Conflict of Interest Policy

Overview

Morgan County officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the county. Officers owe a fiduciary duty to the county and must not act in a manner that is contrary to that duty or to the interests of the county. Officers must place the interests of the county over their own personal interests with respect to the governance, policy, strategic direction and operations of the county.

Policy

It is the intent of the Morgan County Commission to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the county's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of the county. For the purposes of this policy, an officer's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

1. The following provisions shall serve as a guide to officers with respect to the affairs of the county:
 - a. County officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the Morgan County Commission and the county's Clerk/Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.
 - b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the county, or to individually conduct negotiations or make contacts or inquiries on behalf of the county unless officially designated by the Morgan County Commission.
 - c. Officers are prohibited from acquiring or having a financial interest in any property that the county acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the county does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a

position to materially influence or affect the business relationship between the county and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the county is prohibited if this interest or relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the county.

- d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Morgan County Commission which shall decide if such interest should prevent the county from entering into a particular transaction, purchase, or engagement of services. The term "immediate family" means officer's spouse, parent, dependent children, and other dependent relatives.
- e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the county.
- g. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This Form shall be signed and notarized. Completed Forms shall be submitted to the Human Resources department and made available to the public upon request.
- h. The Human Resources department shall provide copies of all completed Forms to the Morgan County Commission Chair at the end of January each year.
- i. The Morgan County Commission Chair shall review all completed forms and consider the disclosures. The Morgan County Commission Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the county.

PASSED AND ADOPTED by the County Commission of Morgan, Utah, this 7th day of July 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____

Utah Transportation Commission

Friday, June 26, 2026 at 8:30 a.m.

Layton City Council Chambers - 437 North Wasatch Drive, Layton

youtube.com/UtahDOT

Agenda

Opening

Item 1. Introductions

Reports

Item 2. Local Area Presentation

Item 3. Public Comments**

Item 4. UDOT Scoreboard

Item 5. Utah General Aviation Association Annual Report

Business Items

Item 6. Consent Agenda

Item 7. Programming

A. 2026 STIP Amendment #6

1. SR-134 Railroad Grade Separated Overpass - New Project
2. I-15 over SR-103 (650 North); Bridge Replacement - New Project
3. I-80 Eastbound Climbing Lane; SR-65 to Lambs Canyon - New Project
4. I-80 Bridge Deck Replacements and Rehabilitation - Funding Addition
5. Heber Valley Parkway Environmental - Funding Addition
6. SR-114; 200 South Lindon Intersection Improvements - Funding Addition
7. Cottonwood Canyons
 - a. Phase 1 Transit - Funding Addition - *For Information Only*
 - b. SR-190 Gravel Pit Interchange - Scope and Funding Addition
8. 2026 Programming Workshop Proposed Projects for Approval
 - a. Capacity Programs Project List
 - b. Transportation Solutions Project List

B. 2026 Programming Workshop Proposed Programs Project List

C. Draft FY 2027-2032 Statewide Transportation Improvement Program (STIP) -
Release for Public Comment

Item 8. Legislated Aeronautics Projects - *For Information Only*

Item 9. 2027 - 2031 Airport Capital Improvement Plan (ACIP) - For Approval

Item 10. Corridor Preservation

A. Tyler: SR-177, West Haven

Item 11. Transit Innovation Grants

Stewardship

Item 12. Administrative Rule Review - R907-80: Disposition of Surplus Land

Other

Item 13. Informational Items

A. Commission Committee Reports

B. Upcoming Transportation Commission Meetings

August 13-14, Orem

November 5-6, St. George

September 24-25, Kamas

December 10-11, UDOT Complex



DRAFT

UDOT electronic Program Management Statewide Transportation Improvement Program



DRAFT STIP approved for Public Comment

STIP 2027-2032

epm345_stip_report (Rev 2179)

Report Run on: Jun 22, 2026, 09:57 A.M.

Region	PIN	Status	Project No.	Rt. Beg Len		PIN Description / Project Location				Concept Description				
				Prior	2027	2028	2029	2030	CD	Total	Fed Aid	State	Other	
Morgan County Projects														
MORGAN	15896	Active	S-0167(7)2		167	2	Mtn. Green Interchange Corridor Preservation SR-167; MP 1.50 - 1.65				Corridor Preservation			
		Will Not Adv												
		ST_CORR_PRES		\$6,530,201	\$63,558	\$0	\$0	\$0	\$0	\$0	\$6,593,758	\$0	\$6,593,758	\$0
MORGAN	22341	Scoping	F-I84-6(160)109		MULT		Replace (F 153) Long Bridge over Weber River I-84; MP 108.95 - 110.50 & I-84; MP 108.95 - 110.50				New Bridge/Bridge Replacement			
		To Be Adv Dt: 09/11/28												
		NHPP_IM		\$106,180	\$51,768,820	\$48,125,000	\$0	\$0	\$0	\$0	\$100,000,000	\$94,180,000	\$5,820,000	\$0
MORGAN	23306	Funding	NEWPRJ-23306		MULT		I-84; SR-167 Mountain Green Interchange I-84; MP 92.00 - 95.00 & FROM SR-167 Mountain Green; MP .00 - .21 & I-84; MP 92.00 - 95.00 & TO SR-167 MOUNTAIN GREEN; MP .00 - .25				New Interchange on Existing Freeway			
		To Be Adv Dt:												
NEW		ST_TIF		\$0	\$0	\$0	\$0	\$0	\$0	\$160,500,000	\$160,500,000	\$0	\$160,500,000	\$0

Capacity Project Prioritization TIF Highway Decision Support Tool

3/19/2026

[LINK TO SCORING DETAILS](#)

Freeway or Expressway Projects	Region	Total Score
Pioneer Crossing 8-lane Expressway (Lehi South Expressway)*	Region Three	63
Cory Wride Freeway (SR-73) Frontage Roads (East) from Ranches Pkwy to Mountain View Corridor	Region Three	61
Mountain View Freeway, Cory Wride to 2100 N	Region Three	54
I-80 Widening from Mountain View Corridor to I-15	Region Two	47
Cory Wride Freeway (SR-73) Frontage Roads (West) from Ranches Pkwy to Eagle Mountain Boulevard	Region Three	42
I-215 Widening from Legacy Parkway to I-80	Region Two	38
Southern Parkway Segment II (St George), Desert Canyon Dr to Airport Access (2nd barrel)	Region Four	33
I-15; Widen from MP 368.3 to MP 372.6, SR-13 to Honeyville (WFRC boundary from MP 365.7 to 368.3)	Region One	27
I-15; Widen NB from MP 372.6 to MP 379.4	Region One	27
I-15; Add Travel Lanes and Improve Bridge, MP 59.8 to 65.1 (Iron County)	Region Four	26
SR-201 Widening from Tooele County Line to Rio Tinto Driveway	Region Two	23

Interchange Projects	Region	Total Score
Mountain View Corridor Interchange @ 7800 South	Region Two	77
I-15 Interchange @ Riverdale Road (Weber County)	Region One	74
I-15 Interchange @ 650 North (Clearfield)	Region One	74
I-15 Interchange @ 2700 North (Farr West)	Region One	68
SR-224; Capacity improvements and improve interchange at I-80, MP 11.2 to MP 11.65 (Kimball Junction)	Region Two	68
Mountain View Corridor Interchange @ 9000 South	Region Two	65
I-15 / University Parkway Interchange (Orem)	Region Three	65
I-15 / Santaquin Main Street Interchange	Region Three	62
SR-201 Interchange @ 7200 West	Region Two	57
I-15 / UC 8000 S Interchange	Region Three	56
Mountain View Corridor Interchange @ 4100 South	Region Two	54
I-15; South Cedar Interchange Improvement, Exit 57, MP 57.1	Region Four	53
I-15 / Pleasant Grove Boulevard Interchange	Region Three	51
Mountain View Corridor Interchange @ 3500 South	Region Two	51
SR-9 Segment 3: Telegraph Street Interchange (Washington County)	Region Four	51
I-15 Interchange Improvements at MP 4 - I-15 SPUI or Flyover at MP 4	Region Four	49
SR-9 Segment 1: Virgin River Bridge to SR-7 Reconstruct / Split Diamond Interchange	Region Four	43
I-15 Interchange @ 200 North	Region One	41
Mountain View Corridor Interchange @ 5400 South	Region Two	33
SR-9 Segment 2: Purgatory Rd. Interchange (Washington County)	Region Four	32
I-80 @ US-40; Add lane eastbound I-80 to southbound US-40	Region Two	29
Mountain View Corridor Interchange @ 6200 South	Region Two	29
I-15 / Spanish Fork Center Street Interchange	Region Three	29
US-6 & US-89; Interchange, Thistle (MP 187.5)	Region Three	22
I-84 & SR-167; New Mt. Green Interchange, MP 94.0	Region One	17

Arterial Projects	Region	Total Score
St. George Blvd/Red Cliffs Dr - Intersection improvements	Region Four	64
Vineyard Connector; 1600 N Orem to Geneva Road	Region Three	52
Porter Rockwell Boulevard Widening from 14600 South to Point of the Mountain Connector Road	Region Two	50
14600 South Widening from 800 West to Porter Rockwell Boulevard	Region Two	50
SR-9 (H), increase capacity from SR-59 to Southern Parkway (Washington County)	Region Four	48
9000 South Widening from Bangerter Highway to Redwood Road	Region Two	47
SR-111 / Bacchus Highway Widening from 5400 South to South Jordan Parkway (11000 South)	Region Two	44
10600 South / 10400 South Widening from Bangerter Highway to Redwood Road	Region Two	44

Geneva Road from 1880 S Orem to Center St Provo	Region Three	42
Provo Center Street: Geneva Rd to 1600 W	Region Three	40
Sunset Blvd: widen to 6-lanes from Valley View Dr to 1400 W (St. George)	Region Four	37
US-89; Make a consistent 4-lane cross section, MP 263.6 to 264.2 (Ephraim)	Region Four	34
SR-252,(Logan 1000 W.), 1400 N. to 2500 N.	Region One	34
Wasatch Boulevard Widening from Bengal Boulevard to North Little Cottonwood Road	Region Two	28
Vineyard Connector from 1600 North to 900 West	Region Three	26
US-40; Extend 5- Lane Section MP 115.50 to MP 116.82 (Ballard)	Region Three	25
US-40; Convert to 5- Lane Section, Rest Area, MP 68,3 to 71.10 (Duchesne County)	Region Three	24
SR-179; Widen or restripe to 2 lanes each direction, MP 0.0 to 3.0 (Tooele County)	Region Two	23
US-191; Capacity improvement south of Moab, MP 120.5 123.0	Region Four	22
SR-30; Widen Roadway from MP 90.7 to 95.1 (Box Elder County)	Region One	22
SR-30; Widen roadway from MP 95.1 to 102.3 (Box Elder and Cache Counties)	Region One	20
Nibley-Logan Western Arterial, Hwy 89/91 to SR 30	Region One	17

Operational Improvement Projects	Region	Total Score
I-15 Managed Motorways Operations Salt Lake County	Region Two	64
I-15 Managed Motorways Operations North Davis County	Region One	59
I-15 Managed Motorways Operations South Weber County	Region One	57
I-15 Freeway - Managed Motorways Utah County	Region Three	56
I-15 Managed Motorways Operations South Davis County	Region One	50
Main Street / State Street (SR-126) Operations North Davis County	Region One	48

Climbing or Passing Lane Projects	Region	Total Score
I-15 Freeway Southbound Climbing Lane from Payson 800 South to Santaquin Center Street	Region Three	54
I-15; Widen northbound from 2 lanes to 3 lanes from MP 180.2 to 187.1 (south of Scipio)	Region Four	42
I-15; Widen southbound from MP 16.5 to 24.0 (Washington County)	Region Four	33
I-15; Widen southbound from MP 28.1 to 38 (Washington County)	Region Four	33
I-15; Widen northbound from MP 15.9 to 20.5 (Washington County)	Region Four	31
I-15 Operational/Passing Lanes- Northern WFRC MPO Boundary to US-91	Region One	29
I-15; Widen southbound from MP 43.5 to 56 (Iron County)	Region Four	28
I-15; Widen NB from MP 233.3 to MP 241.9, Mona to Utah County line	Region Three	28
US-40; Add westbound Passing Lane (Pleasant Valley), MP 101.70 to 103.40 (Duchesne County)	Region Three	24
US-40; Add eastbound Passing Lane (Bridgeland), MP 93.00 to 94.90 (Duchesne County)	Region Three	24
US-40; Add eastbound Passing Lane (East of Red Creek), MP 66.65 to 68.3 (Duchesne County)	Region Three	24
US-6, Add passing lanes and safety improvements MP 205 to 211 (Utah County)	Region Four	24
US-191; Peters Canyon to Big Canyon Passing Lane, MP 80 to 81.5 (San Juan County)	Region Four	23
US-191; Wilson Arch Passing Lane, MP 99.2 to 100.4 (San Juan County)	Region Four	20

* Interim solution funded on 5/10/24

Projects shaded in green have been at least partially funded by the Utah Transportation Commission. Minor changes to project scope may be assumed in programming.

Projects shaded in purple were added since the last version of the table, either by plan amendment or Utah Transportation Commission action.

State of Utah
 Governor's Office of Economic Opportunity
 Rural County Grant Budget

County: Morgan
 Fiscal Year: 2025-2026

			\$ 200,000.00	
Budget Line	Economic Development Project or Activity	Total Estimated Cost	Funds Used	Budget Line Balance
34-1100-000-000	Remaining Fund Balance FY 2024-2025	\$ (17,264.37)	\$ (611.00)	\$ 16,653.37
34-4510-310-000	Professional & Technical (CRM / Grant Writer)	\$ 5,000.00	\$ (3,917.74)	\$ 1,082.26
34-4510-340-100	Economic Opportunity & Growth Grants (Spring)	\$ 75,000.00	\$ (75,000.00)	\$ -
34-4510-340-200	Rural Economic Blueprint Program	\$ 32,264.37	\$ (50,000.00)	\$ (17,735.63)
34-4510-340-300	Business Resource Center	\$ 30,000.00	\$ (30,000.00)	\$ -
34-4510-340-500	Economic Opportunity & Growth Grants (Fall)	\$ 50,000.00	\$ (50,000.00)	\$ -
34-4510-340-600	Morgan Area Chamber of Commerce	\$ 25,000.00	\$ (25,000.00)	\$ -
		\$ 200,000.00	\$ (234,528.74)	\$ (0.00)

Final 2025-2026 CEO Rural Economic Development Grant Report; Approved by CEO Board at their 06/03/2026 Meeting

State of Utah
 Governor's Office of Economic Opportunity
 Rural County Grant Budget - **PROPOSED**

County: Morgan
 Fiscal Year: 2026-2027

Budget Line	Economic Development Project or Activity	Total Estimated Cost
34-1100-000-000	Remaining Fund Balance FY 2025-2026	\$ -
34-4510-310-000	Professional & Technical (CRM / Grant Writer)	\$ 1,600.00
34-4510-340-100	Economic Opportunity & Growth Grants (Spring)	\$ 50,000.00
34-4510-340-200	Rural Economic Blueprint Program	\$ 48,400.00
34-4510-340-300	Business Resource Center	\$ 30,000.00
34-4510-340-500	Economic Opportunity & Growth Grants (Fall)	\$ 45,000.00
34-4510-340-600	Morgan Area Chamber of Commerce	\$ 25,000.00
		\$ 200,000.00

Recommended 2026-2027 Budget Approved 6/3/2026



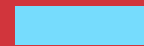
Limit of 3 Minutes

- *Please do not repeat previously stated comments**
- *The Commission cannot respond – This is not a Q & A**
- *Please Be Respectful**

Thank you for being here!



**Assessor Summer
Workshop
Conference Presentation**



Janell Walker Morgan County Assessor



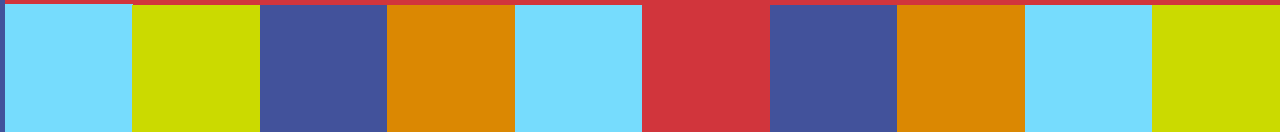
Morgan County Assessor Summer Workshop

- *Assessors from 25 of 29 Counties
- *State Tax Commission Leadership
- *State Tax Commissioners
- *UAC Representatives



Great Staff

- Helped Set up and Put Down
- Covered the Office (Mitch)
- Managed the Lunches
- Made things run smoothly





Marketing Small Businesses

- Taggarts
- El Nene Sammy Food Truck
- Larry's To Go
- SOS Soda and Sweets
- Lees Market
- Wasatch Peaks Ranch
- Wild Valley Farms
- Bingham's Custom Meats
- Higbee Honey
- Milk Barn Creamery
- Amrize (Devil's Slide)
- Morgan County Gun Range
- Comfort Inn of Morgan

Morgan Small Businesses

Thank you for sharing and your support!!!





Amrize: Devil's — Slide Tour



Wilde's Shed





Meetings and FUN

Morgan County Shooting Range



Thank you

* Thank you to the County and City for their support.

* Thank you to all businesses, and we hope it was a great week for them. Many were supporters of the businesses.

* Thank you to all who attended and for the compliments on a successful summer workshop.





County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 435.800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date: 7/7/26 Time Requested: _____
Name: Leslie Hyde Phone: (801) 845-4010
Address: 48 W Young Street Morgan UT 84050
Email: lh Hyde@morgancountyutah.gov Fax: _____
Associated County Department: Clerk/ Auditor Office

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of Contract for independent hearing officer for BOE Appeals- Brad Neff

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

Morgan County Resolution CR 26-02-BOE

IHO Contract for BOE Appeals—Brad Neff

CONTRACT FOR INDEPENDENT HEARING OFFICER FOR BOE APPEALS

This Agreement is hereby entered into by and between Morgan County, a body politic and political subdivision of the State of Utah, hereinafter referred to as “County,” and “Brad Neff”, an independent hearing officer, hereinafter referred to as “IHO.” County and IHO are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Utah Code Ann. §59-2-1001(3) authorizes the Morgan County Board of Equalization (BOE) to appoint one or more IHOs, who are trained and experienced in matters of real estate, real property appraisals, finance, economics, public administration, or law, to hear equalization appeals for current year property tax assessments; and

WHEREAS, County desires the option of using an IHO for hearing BOE appeals; and

WHEREAS, County advertised the IHO position publicly, requesting proposals from qualified individuals interested in serving; and

WHEREAS, Brad Neff applied for the position and demonstrated that he is fully qualified to perform the necessary duties herein, and that he maintains training and experience in relevant matters;

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

AGREEMENT

1. IHO agrees to accept referrals of equalization appeals from the Board of Equalization and to hear and adjudicate those appeals in compliance with all applicable laws and County policies and procedures.
2. IHO’s duties shall include, but not be limited to, the following: becoming familiar with relevant County policies and procedures, following them, and applying them fairly and uniformly; reviewing documents in preparation for BOE hearings; communicating with parties in a timely and professional way; conducting hearings of appeals in person in Morgan County or by teleconference, as determined by County; and preparing written decisions on appeals that include findings of fact and opinion of value.
3. Within 5 business days after the conclusion of a BOE hearing (or within up to 30 calendar days in the case of mutually agreed upon extenuating circumstances), IHO shall issue a valuation decision to the BOE for each appeal based on the preponderance of evidence presented therein. In the event new evidence is presented within the BOE hearing, IHO shall afford all parties 10 calendar days to provide a written response to the new evidence prior to issuing a valuation decision.

4. IHO agrees to promptly notify County of any circumstances or conflicts of interest that would restrict or adversely affect IHO's ability to perform IHO's duties under this agreement. This includes, but is not limited to, the statutory prohibition against employees of a county assessor's office serving as an IHO.
5. IHO shall maintain familiarity with changes, updates, and trends in property tax equalization law. The County shall also provide notice of any applicable changes to BOE law, or policy, as those changes are enacted.
6. The following provisions govern compensation:
 - a. County will pay IHO as follows:
 - i. \$75.00 per hour for non-commercial hearing (typically residential).
 - ii. \$75.00 per hour for commercial hearing.
 - b. County will notify IHO of a hearing cancellation at least two business days before the hearing. In the event of a hearing cancellation within one business day of the pre-arranged hearing date, the County will guarantee the IHO's compensation for that time slot to account for any preparation and opportunity cost related to the canceled hearing.
 - c. County will not compensate IHO for travel time or mileage. County does not anticipate that IHO will incur other significant costs in the course of performing under this Agreement, so County will not reimburse costs incurred.
 - d. To receive payment, IHO must submit an invoice showing the date and the hearings that were performed.
 - e. Upon receipt of an invoice, County will follow its standard contract payment practices. IHO acknowledges that payment will not be immediate, due to routine processing time, and releases County from all liability associated with delays in payment.
7. This Agreement is not, and does not create, an employment contract, express or implied. IHO is, for all purposes, an independent contractor. IHO is responsible to pay any and all taxes and fees which may result from the compensation paid to IHO pursuant to this Agreement.

IHO Contract for BOE Appeals—Brad Neff

8. Pursuant to Utah Code Ann. §59-1-404, IHO agrees, as one either conducting or participating in the proceeding, he shall not disclose outside of this proceeding, except as permitted by the foregoing or by Utah State Tax Commission Rule, Order, or Judicial Order any commercial information disclosed in BOE proceedings. IHO also agrees to sign an individual confidentiality agreement for each commercial BOE hearing prior to being presented with any confidential information.
9. If, at the time of applying to serve as an IHO, the IHO is subject to any probation, censure, or revocation of any license or other qualification pertinent to their role as a hearing officer, or if he has been convicted of any crime, the IHO shall notify the County as part of the application. If any such action occurs after the initial application, the IHO shall notify the County within five business days after the action.
10. IHO shall not assign or otherwise transfer IHO's obligations under this Agreement.
11. County neither represents nor guarantees that any appeals will be referred to IHO.
12. This Agreement is not exclusive. County may contract with other IHOs to hear and adjudicate equalization appeals. County is under no obligation to refer appeals to IHO, whether or not County has contracted with other IHOs. County may withdraw a referred appeal from IHO at any time before the final decision is issued. If County withdraws an appeal after IHO has conducted a hearing for it, then County shall pay for the hearing completed before the notice of withdrawal, subject to the compensation provisions of this Agreement.
13. This Agreement may be terminated at any time, by either Party, for any reason or no reason. However, the terminating Party must give 60 days' written notice before the termination takes effect, unless the termination is for cause or the other Party waives the notice requirement. This notice requirement is specifically intended to provide County with sufficient time to secure the services of another IHO if IHO terminates the Agreement shortly before an appeal hearing.
14. This Agreement shall automatically terminate three years after the effective date, unless both Parties agree to renew the Agreement. The option to renew may be exercised for up to two additional three-year terms after the initial term, after which the Agreement may not be renewed, though a new and separate agreement may be initiated after that time.
15. All notices, questions, invoices, and other communications shall be directed to the following individuals, unless otherwise designated:

FOR COUNTY:

Leslie A. Hyde
Clerk for the Board of Equalization
48 W Young Street, Box 886
Morgan, UT 84050
(801) 845-4010
lhyde@morgancountyutah.gov

FOR IHO:

Brad Neff
bradneff11@gmail.com

- 16. IHO agrees to treat all information and documents acquired in the course of performing under this Agreement as confidential, unless the law requires otherwise.
- 17. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
- 18. This Agreement shall constitute the entire agreement between the Parties. Any 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.
- 19. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned have affixed their respective signatures. Signed on behalf of County this ____ day of _____, 2026

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

IHO Contract for BOE Appeals—Brad Neff

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Raelene Blocker	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Matt Wilson	_____	_____	_____

INDEPENDENT HEARING OFFICER

By _____
Brad Neff

Date _____

Morgan County Total Road Construction Costs													
Street	To	From	Classification	Length (ft)	Width (ft)	Granular Borrow (inches)	UTBC (inches)	HMA (inches)	Base Course Construction Costs	Asphalt Construction Costs	Estimated Asphalt Lifespan (Yrs)	Remaining Asphalt Lifespan (Yrs)	Current Value
SR 167	West	Trappers Loop Road	Arterial	4550	28	12	8	5	\$275,184	\$258,781	34	16	\$386,983,41
Old Highway Road	Trappers Loop Road	Cottonwood Canyon Road	Arterial	3890	28	12	8	5	\$235,267	\$221,244	34	10	\$300,339
Old Highway Road	Cottonwood Canyon Road	Silver Leaf Drive	Arterial	7400	25	12	8	5	\$405,584	\$375,781	34	8	\$494,013
Old Highway Road	4300 North	1300 North	Arterial	24940	25	12	8	5	\$1,366,961	\$1,266,484	34	6	\$1,590,459
Old Highway Road	4300 North	State Street	Arterial	7680	26	12	8	5	\$435,456	\$405,600	34	6	\$507,032
600 East	State Street	South	Arterial										
Cottonwood Canyon Road	OH Highway Road	North	Collector	8460	24		10	3	\$248,724	\$247,455	23	12	\$377,831
Silver Leaf Drive	OH Highway Road	North	Collector										
Morgan Valley Drive	4300 North	1300 North	Collector	23800	25		10	3	\$724,710	\$725,156	23	16	\$1,229,167
Morgan Valley Drive	1300 North	Young Street	Collector	16510	25		10	3	\$502,730	\$503,039	23	5	\$612,086
Morgan Valley Drive (600 West)	Young Street	SR 66	Collector	20300	22		10	3	\$554,190	\$544,294	23	5	\$672,515
Trappers Loop Road	SR 167	North	Collector										
1300 North	Morgan Valley Drive	700 East	Collector	6165	22		10	3	\$168,305	\$165,299	23	8	\$225,800
State Street	700 East	I-84	Arterial										
State Street	I-84	Industrial Road	Arterial										
State Street	Young Street	Morgan City Line	Arterial										
SR 66	Morgan City Line	Morgan Valley Drive	Arterial										
Young Street	Morgan Valley Drive	Morgan Boundary	Arterial	850	24		10	3	\$24,990	\$24,983	23	4	\$29,314
									\$4,942,111	\$4,737,996	31%	Total	\$6,435,518

From page 18 of County Ordinance CO 17-28
Adopted Transportation Impact Fee Plan



Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

The Preferred Source for quality sand, rock, landscape products, ready mix concrete, asphalt, paving & construction services.

To:	Morgan County	Contact:	Bret Heiner
Address:	48 Young Street Morgan, UT 84050	Phone:	(435) 829-3762
		Fax:	
Project Name:	Morgan County 2026 Street Maintenance	Bid Number:	
Project Location:	Various Streets Throughout County, Morgan, UT	Bid Date:	3/25/2026

JOB SPECIFICATION AND PRICE:

**(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).
IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT**

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0902		Overlay Silver Leaf	6,110.00	TON	\$113.00	\$690,430.00
0903		Leveling Course Silver Leaf	100.00	TON	\$113.00	\$11,300.00
0904		ButtMill Concrete Sidewalk	455.00	SY	\$20.00	\$9,100.00
Total Price for above Items:						\$710,830.00

Total Bid Price: \$710,830.00

Notes:

- *** DUE TO THE VOLATILITY OF FUEL, LIQUID ASPHALT, CEMENT AND CONSTRUCTION MATERIALS ALL BID PRICES ARE GOOD FOR 90 DAYS FROM DATE OF QUOTATION, PAVING STARTING AFTER THE 90 DAYS MAY BE SUBJECT TO PRICE ADJUSTMENTS. ***
- In order to assure positive drainage, all paving surfaces need to have a minimum of 1.5% slope. Staker Parson Companies cannot guarantee drainage on areas with less than 1.5% slope. We will do our best to minimize standing water in areas less than 1.5%.**
- Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work **MUST BE APPROVED** by owner and contractor prior to construction.
- Bid DOES NOT include engineering, layout or testing unless otherwise stated.
- Finegrade +/- 1/10' means that the grade is within 1/10' from being finished (GENERALLY ONE PASS WITH A GRADER). Our price does not include furnishing additional material or the removal of excess material.**
- Price Shown DOES NOT Include Performance And Payment Bond.
- Bid DOES NOT include traffic control unless otherwise stated.
- Bid includes only the items as specified and described above.
- If saw cutting of asphalt & testing of road base are to be completed by Staker/Parson Companies, a minimum of \$400.00 plus \$0.40 per inch foot for saw cut and a minimum of \$250.00 plus \$50.00 for each density test.
- Unless otherwise stated bid does not include raising and concrete collars on manholes, water valves or monuments.
- General Contractor, owner or developer is responsible for Storm Water Prevention Plan.
- Please Review attached TERMS & CONDITIONS. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement. Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.

Payment Terms:

Refer to attached Terms & Conditions. Please note***Effective March 1, 2019, payment by credit card will no longer be allowed on Construction Service Invoices***



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

The Preferred Source for quality sand, rock, landscape products, ready mix concrete, asphalt, paving & construction services.

To:	Morgan County	Contact:	Bret Heiner
Address:	48 Young Street Morgan, UT 84050	Phone:	(435) 829-3762
Project Name:	Morgan County 2026 Street Maintenance	Fax:	
Project Location:	Various Streets Throughout County, Morgan, UT	Bid Number:	
		Bid Date:	3/25/2026

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: STAKER PARSON COMPANIES</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Blanchard (385) 288-2646 kyle.blanchard@stakerparson.com</p>
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Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
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JOB SPECIFICATION AND PRICE:

(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED). IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0905		Overlay Cotton Wood	1,710.00	TON	\$113.00	\$193,230.00
0906		LevelingCourse Cotton Wood	100.00	TON	\$113.00	\$11,300.00

Total Price for above Items: \$204,530.00

Total Bid Price: \$204,530.00

Notes:

- *** DUE TO THE VOLATILITY OF FUEL, LIQUID ASPHALT, CEMENT AND CONSTRUCTION MATERIALS ALL BID PRICES ARE GOOD FOR 90 DAYS FROM DATE OF QUOTATION, PAVING STARTING AFTER THE 90 DAYS MAY BE SUBJECT TO PRICE ADJUSTMENTS. ***
- In order to assure positive drainage, all paving surfaces need to have a minimum of 1.5% slope. Staker Parson Companies cannot guarantee drainage on areas with less than 1.5% slope. We will do our best to minimize standing water in areas less than 1.5%. Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work **MUST BE APPROVED** by owner and contractor prior to construction.**
- Bid DOES NOT include engineering, layout or testing unless otherwise stated.
- Finegrade +/- 1/10' means that the grade is within 1/10' from being finished (GENERALLY ONE PASS WITH A GRADER). Our price does not include furnishing additional material or the removal of excess material.**
- Price Shown DOES NOT Include Performance And Payment Bond.
- Bid DOES NOT include traffic control unless otherwise stated.
- Bid includes only the items as specified and described above.
- If saw cutting of asphalt & testing of road base are to be completed by Staker/Parson Companies, a minimum of \$400.00 plus \$.40 per inch foot for saw cut and a minimum of \$250.00 plus \$50.00 for each density test.
- Unless otherwise stated bid does not include raising and concrete collars on manholes, water valves or monuments.
- General Contractor, owner or developer is responsible for Storm Water Prevention Plan.
- Please Review attached TERMS & CONDITIONS. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement. Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.

Payment Terms:

Refer to attached Terms & Conditions. Please note**Effective March 1, 2019, payment by credit card will no longer be allowed on Construction Service Invoices***

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: STAKER PARSON COMPANIES
Buyer: _____	Authorized Signature: _____
Signature: _____	Estimator: Kyle Blanchard
Date of Acceptance: _____	(385) 288-2646 kyle.blanchard@stakerparson.com



2026 BUDGET CHANGE FORM

Date	07/07/2026
Department	Impact Fees
Department Head Signature	Matthew Wilson
Amount	705,466
Move from GL Account#	28-2951-100-000 Transportation Impact Fee Fund Balance
Move to GL Account #	28-4400-305-000 Transportation Impact Fee Exp

Brief Description

Clerk/Auditor Use Only
Date Entered:
Date Commission Approved:

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right of Way
Salt Lake City, UT 84145
mr0005morgancounty.ah

Space above for County Recorder's use
PARCEL I.D.# 00-0005-2363

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT
RW# 42605

MORGAN COUNTY, a political subdivision of the State of Utah, with an address of 48 West Young Street Morgan, Utah 84050 (“**Grantor**”), does hereby convey and warrant to QUESTAR GAS COMPANY dba ENBRIDGE GAS UTAH , a Utah corporation with a business address at 333 S. State Street, Salt Lake City, Utah 84111 (“**Grantee**”), its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual exclusive right-of-way and easement (“**Exclusive Easement**”) to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and other gas transmission and distribution facilities, including buildings and fencing or any other lawful uses of the Exclusive Easement related to or in connection with Grantee’s business purposes (collectively, the “**Facilities**”), said Exclusive Easement being situated in the County of Morgan, State of Utah, as shown on **Exhibit “A”** attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit (the “**Easement Property**”):

A PERIMETER DESCRIPTION OF A PROPOSED ENBRIDGE GAS PARCEL LOCATED IN NW QUARTER OF SEC 31, T4N, R3E, SLB&M: MORGAN COUNTY UTAH.

THE BASIS OF BEARING IS S 00°25'20" E 5282.82 FT BETWEEN THE NW COR OF SEC 31

AND THE SW COR OF SEC 31, T4N, R3E, SLB&M;

BEGINNING AT THE FURTHEST SOUTH FENCE CORNER OF THE EXISTING CELL TOWER SITE, SAID POINT IS S 00°25'20" E ALONG SECTION LINE 1944.66 FT AND EAST 450.50 FT FROM THE NW COR OF SEC 31, T4N, R3E, SLB&M:

THENCE S 38°02'38" W 55.77 FT TO A POINT ON THE NORTH LINE OF COUNTY RD AND A 270.00 FT RADIUS NON-TANGENT CURVE (RADIUS POINT BEARS N 13°55'08" W),

THENCE ALONG SAID CURVE TO THE RIGHT FOR A DISTANCE OF 142.61 FT,

CENTRAL ANGLE OF 30°15'45", CHORD BEARS N 88°47'15" W 140.96 FT,

THENCE N 16°20'37" E 24.60 FT TO THE SOUTH FENCE OF HOLLEY SINCLAIR YARD,

THENCE ALONG SOUTH FENCE N 71°55'04" E 29.73 FT TO THE SOUTHEAST FENCE CORNER, THENCE ALONG EAST FENCE N 17°58'15" W 16.78 FT TO THE SOUTH LINE OF EXISTING 25 FT HOLLEY SINCLAIR RIGHT OF WAY, THENCE ALONG SAID SOUTH LINE

N 73°01'37" E 100.47 FT, THENCE S 52°54'29" E ALONG THE CELL TOWER FENCE 61.67 FT TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10,136.00 SQ FT - 0.2327 SQ ACRE

TO HAVE AND TO HOLD the Exclusive Easement unto Grantee, its successor and assigns, with the right of ingress and egress to and from the Exclusive Easement with the right to use any available access road(s) and access easements to access the above described Easement Property.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant, and agree as follows:

1. Grantee, in Grantee's sole discretion, may restrict or completely prohibit Grantor, its successors or assigns, or any third-party access to the Exclusive Easement.

2. The Exclusive Easement will be fenced, gated, and locked as deemed necessary by Grantee, provided Grantee shall comply with any applicable federal, state, and local laws, regulations, rules, and ordinances.

3. Grantor represents and warrants that there are no mortgages, deeds of trust, liens, covenants, conditions and restrictions, or other encumbrances covering the Exclusive Easement prior to the execution of this Exclusive Right-of-Way and Easement Grant which have not been subordinated.

4. Grantor acknowledges and agrees that it has no right to, shall not attempt to encumber with, and the Exclusive Easement is not to be subject to, any covenants, conditions and restrictions, liens, mortgages, deeds of trust, or other encumbrances created by Grantor or its successors or assigns after the date of recording of this Exclusive Easement.

5. Grantee shall defend, indemnify, and hold harmless Grantor and its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses,

including reasonable attorney fees and costs of defense, arising out of or relating to Grantee's use, occupancy, operation, maintenance, repair, replacement, improvement, or removal of the Easement Area or the exercise of any rights granted under this Exclusive Easement, except to the extent caused by the negligence or willful misconduct of Grantor. This indemnity includes, without limitation, claims arising from personal injury, death, property damage, environmental contamination, releases of hazardous materials, regulatory enforcement actions, and damage to adjacent property or public infrastructure caused by Grantee or its contractors, employees, agents, or invitees.

6. Nothing in this Exclusive Easement shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available to Grantor under the Utah Governmental Immunity Act or other applicable law.

7. Grantee shall comply with all federal, state, and local laws. Grantee shall be solely responsible for any release of hazardous materials arising from its Facilities or activities on the Easement Property and shall promptly investigate, contain, remediate, and restore the Easement Property and any affected property in accordance with applicable law.

8. Grantee agrees that it will repair or restore any damage caused to Grantor's property by Grantee during the construction, operation, maintenance, or replacement of the Facilities. Following construction or maintenance work, Grantee will grade, replace topsoil, and see disturbed areas with grasses compatible with those existing on the surrounding property.

9. Grantor shall have no obligation to maintain, repair, inspect, secure, or monitor the Facilities or Easement Area.

10. Grantee agrees that if Grantee or its successors, assigns, and transferees, abandons the Easement Property, said property will revert to the Grantor or its successors, assigns, and transferees and the Exclusive Easement shall terminate subject to the terms of paragraph 11 below.

11. Abandonment, Termination, and Restoration. If Grantee permanently abandons the Easement Property, permanently ceases using the Easement Property for the purposes authorized by this Exclusive Easement, determines that the Exclusive Easement is no longer necessary for its operations, or otherwise elects to discontinue its use of the Exclusive Easement, Grantee shall promptly execute and record a written instrument terminating and releasing the Exclusive Easement in favor of Grantor. Upon such abandonment, Grantee shall, at its sole cost and expense:

- A. remove all above-ground Facilities, buildings, fencing, gates, equipment, materials, debris, and other improvements installed by or on behalf of Grantee, unless Grantor approves in writing that any such improvements may remain;
- B. remove underground Facilities or properly abandon them in place, as directed or approved by Grantor and in accordance with all applicable laws and industry standards;

- C. restore the Easement Property and any adjacent Grantor property disturbed by the Facilities or their removal to substantially the same condition existing immediately prior to the granting of this Exclusive Easement, or to such other condition as may be approved in writing by Grantor; and
- D. reimburse Grantor for all costs incurred by Grantor to remove abandoned Facilities, restore the Easement Property, or otherwise complete the obligations required by this Section if Grantee fails to do so after reasonable written notice.

Failure to continuously utilize the Easement Property and Facilities for the purposes authorized by this Exclusive Easement for a period of five (5) consecutive years shall constitute prima facie evidence of abandonment, unless Grantee demonstrates that the Facilities remain in active service or are being maintained for reasonably anticipated future operational needs

This Exclusive Easement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, and transferees, of Grantor and the successors, assigns, and transferees of Grantee, and may be transferred, assigned, pledged, and hypothecated in whole or in part by Grantee with written permission of Grantor.

Any assignment or termination shall be effective upon the execution and recording of an appropriate instrument in the Office of the Morgan County Recorder. Upon such recording, all rights and interests of the Grantee in the portion released shall cease and revert to the owner of the underlying property.

Nothing herein shall be construed to create any right in the Grantor or third parties to require assignment or termination of this easement.

If either Party fails to comply with a material obligation under this Exclusive Easement, the non-defaulting Party shall provide written notice describing the default. The defaulting Party shall have thirty (30) days to cure the default, or, if the default cannot reasonably be cured within thirty (30) days, shall commence corrective action within that period and diligently pursue completion. Failure to cure shall entitle the non-defaulting Party to pursue any remedies available at law or in equity.

Nothing in this Exclusive Easement shall be construed as limiting or impairing Grantor's governmental, regulatory, legislative, or police powers, including its authority to adopt and enforce laws, ordinances, regulations, permits, or other governmental actions of general applicability.

Grantor reserves all rights in and to the Easement Property not expressly granted herein. No fee title or other property interest is conveyed except the Exclusive Easement expressly granted by this instrument

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this _____ day of _____, 2026.

MORGAN COUNTY

ATTEST:

Leslie A. Hyde
Morgan County Clerk/Auditor

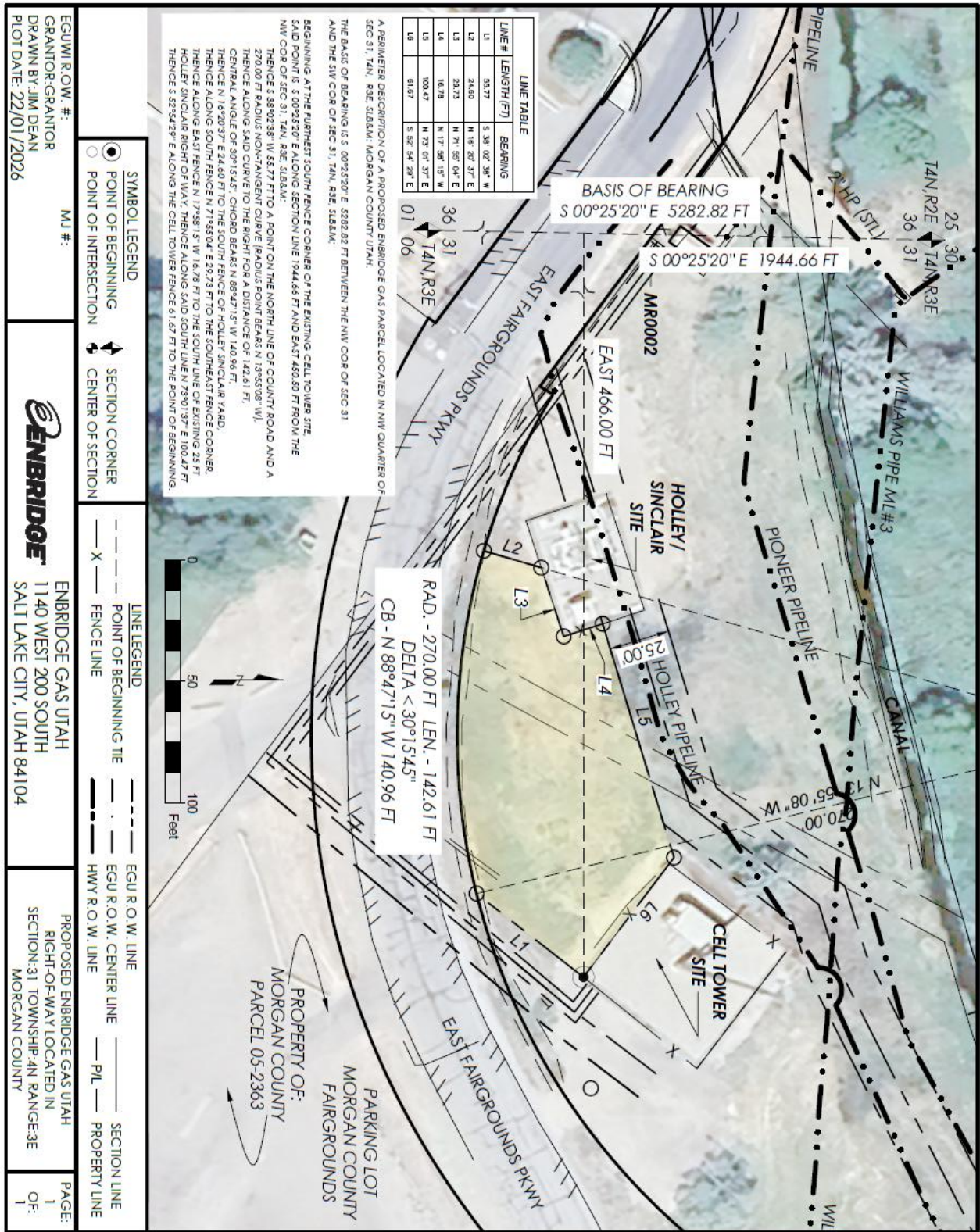
Matthew Wilson
County Commission Chair

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2026 personally appeared before me Matthew Wilson, who, being duly sworn, did say that he is the County Commission Chair of Morgan County, and that he had authority to and did execute the foregoing instrument on behalf of Morgan County.

Notary Public

EXHIBIT "A"



Ethical Behavior Policy

Employee Code of Ethics

Prohibited Conduct

No current employee or officer, as specified, shall:

1. Disqualification from Acting on Morgan County Business.
 - a. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
 - b. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
 - c. Fail to disqualify him or herself from acting on any transaction which involves Morgan County and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
 - d. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Morgan County or any Morgan County agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Morgan County or Morgan County agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
2. Improper Use of Official Position.
 - a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Morgan County; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
 - b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any Morgan County funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
 - c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the county; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any

matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;

- d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with Morgan County, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.
3. Accept Gifts or Loans.
- a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
 - i. Unsolicited flowers, plants, and floral arrangements;
 - ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
 - iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
 - iv. Unsolicited food items given to a department when the contents are shared among employees and the public;
 - v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the county;
 - vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
 - vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
 - viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the County;
 - ix. Travel costs, lodging, and tuition costs associated with Morgan County sanctioned training or education when not provided by a private entity under contract with the county;
 - x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
 - xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
 - xii. Campaign contributions; and
 - xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
4. Disclose Privileged Information.

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing

shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

5. Financial or Beneficial Interest in Transactions.

Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Morgan County. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with Morgan County.

6. Nepotism.

a. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

7. Misuse of Public Resources or Property.

a. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

8. Outside Employment.

a. Retain secondary employment outside of Morgan County employment, which, as determined by County Commission, and according to Utah Administrative Code R477-9-2:

- i. Interferes with an employee's performance.
- ii. Conflicts with the interests of Morgan County or the State of Utah.
- iii. Gives reason for criticism or suspicion of conflicting interests or duties.

9. Political Activity.

a. Except as otherwise provided by law:

- i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with Morgan County may not provide a basis for denying employment to the applicant.
- ii. A County officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
- iii. A Morgan County employee may not engage in political campaigning or solicit political contributions during hours of employment.
- iv. A Morgan County officer or employee may not use county equipment while engaged in campaigning or other political activity.
- v. A Morgan County officer or employee may not directly or indirectly coerce, command, or advise another Morgan County officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
- vi. A Morgan County officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party,

- affiliation, opinion, committee, organization, agency, or person engaged in political activity.
 - b. A Morgan County employee who has filed a declaration of candidacy may:
 - i. be given a leave of absence for the period between the primary election and the general election; and
 - ii. Use any vacation or other leave available to engage in campaign activities.
 - c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
 - d. Nothing in this chapter shall be construed to:
 - i. prohibit a Morgan County officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
 - ii. Permit a Morgan County officer or employee partisan political activity that is prohibited under federal law.
 - e. No Morgan County officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Morgan County property.
 - f. No Morgan County officer or employee shall promise any appointment to any position with Morgan County as a reward for any political activity.
 - g. A Morgan County employee who is elected to an office with Morgan County shall terminate county employment prior to being sworn into the elected office.
10. Fair and Equal Treatment.
- a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
 - b. No Morgan County officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
11. Prohibited Conduct After Leaving Morgan County:
- a. No former employee shall, during the period of one (1) year after leaving Morgan County office or employment:
 - i. Disclose or use any privileged or proprietary information gained by reason of his/her county employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
 - ii. Assist any person in proceedings involving an agency of Morgan County with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;

- iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a Morgan County employee;
- iv. Participate as a competitor in any competitive selection process for a county contract in which he or she assisted the county in determining the project or work to be done or the process to be used.

PASSED AND ADOPTED by the County Commission of Morgan, Utah, this 7th day of July 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

 County Commission Chair

 Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

 Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____

UTAH TOURISM CONFERENCE

October 13 - 16, 2026



Utah Tourism Conference 2026

October 13 - 16, 2026

The Annual Utah Tourism Conference is the state's premier industry conference where professionals gather from around the state to network, learn, and seek inspiration. 2026 is no exception. We are looking forward to another year of connection and learning at this high-energy conference. This year's conference is taking place in Heber City, Utah.

If you are interested in sponsoring or exhibiting at the 2026 Utah Tourism Conference, reach out to Celina Sinclair, UTIA Executive Director, at celina@utahtourism.org (<mailto:celina@utahtourism.org>).

For more information on the Utah Tourism Conference, visit our website at www.utahtourismconference.com (<https://www.utahtourismconference.com/>)

Conference Registration

Full Conference Registration - UTIA Member 

\$389.00

Full conference registration for UTIA members. You must be a current UTIA member to receive this discounted rate. This ticket grants the ticket holder access to the Utah Tourism Conference for all days. [see less](#)

\$379.00 + \$10.00 service fee.

ONCE RECORDED, PLEASE RETURN TO:

David L. Thomas
Chief Deputy
Summit County Attorney's Office
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

**INTERLOCAL COOPERATION AGREEMENT
REGARDING THE 910 RANCH**

This Interlocal Cooperation Agreement regarding the 910 Cattle Ranch (“*Agreement*”) is entered into this ____ day of _____, 2026 (the “*Effective Date*”), by and among **SUMMIT COUNTY**, a political subdivision of the State of Utah, and **MORGAN COUNTY**, a political subdivision of the State of Utah. Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, on or about August 25, 2023, Summit County entered into an Option Agreement with the David W. Bernolfo Memorial Foundation, Inc. to purchase the 910 Cattle Ranch (the “*910 Ranch*”), consisting of 6,862.99 acres in Summit County and 1,724.71 acres in Morgan County, a Memorandum of which was recorded in the Office of the Summit County Recorder on August 25, 2023, as Entry No. 01208703, in Book 2791, beginning at Page 1863, and in the Office of the Morgan County Recorder on August 25, 2023, as Entry No. 164116, in Book 402, beginning at Page 970 (the “*Option Agreement*”); and,

WHEREAS, on August 24, 2023, Summit County gave notice to Morgan County of the proposed Option Agreement; and,

WHEREAS, on September 9, 2025, Summit County purchased approximately 37 acres in Morgan County, which parcel is totally surrounded by the 910 Ranch and is identified as Morgan County Tax Parcel No. 00-0000-0461 (the “*Infill Parcel*”); and,

WHEREAS, the portion of the 910 Ranch located in Morgan County, including the Infill Parcel, is legally described on Exhibit “A” attached hereto and by this reference made a part hereof (the “*910 Morgan Lands*”); and,

WHEREAS, for the calendar year 2025, Morgan County levied taxes upon the 910 Morgan Lands in the amount of \$527.69 (the “*Morgan 910 Tax Revenue*”); and,

WHEREAS, Summit County has procured significant funding for the purchase of the 910 Ranch through the Forest Legacy Program sponsored by the United States Department of Agriculture (“*USDA*”) and administered by the State of Utah through its Department of Natural Resources, Division of Forestry, Fire & State Lands (“*FFSL*”) (together, the “*Grant Funding*”); and,

WHEREAS, in January, 2026, Summit County exercised the Option Agreement, received the Grant Funding, and closed on the purchase of the 910 Ranch, which closing was memorialized and effectuated in Morgan County by the recordation of a special warranty deed recorded on January 26, 2026, as Entry No. 170862 in the Morgan County Recorder’s Office, Book 429, beginning at Page 440; and,

WHEREAS, as a condition of the Grant Funding, Summit County has prepared that certain “910 Cattle Ranch – Wasatch Back Forest Conservation Project Forest Legacy Baseline Documentation Report, dated February 7, 2025 (the “*Baseline Documentation Report*”) and entered into that certain Deed of Conservation Easement, Wasatch Back Forest Conservation Project, 910 Ranch Property, dated 16th day of January, 2026, by and between Summit County and the State of Utah (the “*Conservation Easement*”); the Conservation Easement was recorded: (a) on January 27, 2026, as Entry No. 01246994 in the Office of the Summit County Recorder and (b) on January 26, 2026, as Entry No. 170863, in the Office of the Morgan County Recorder; and,

WHEREAS, the Parties acknowledge that while a county of the third class may purchase property within another county without that county’s consent, it cannot perform an action, provide a service, exercise a power, or perform a function as set forth in Utah Code §17-60-202(1)(b) without first entering into an interlocal agreement with that county; and,

WHEREAS, this Agreement is intended to satisfy the requirements of Utah Code §17-60-202(1)(b); and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **No Annexation.**

1.1 Summit County covenants and agrees that it will not annex the 910 Morgan

Lands into the jurisdictional boundaries of Summit County, Utah, without Morgan County's express consent.

1.2 Furthermore, in the event that Summit County acquires any other infill properties within and/or adjacent to the 910 Ranch within Morgan County, Summit County covenants and agrees that it will not annex said properties into the jurisdictional boundaries of Summit County, Utah, without Morgan County's express consent.

2. **Rollback Taxes.** In accordance with Section 13 of the Option Agreement, Summit County agrees to pay Morgan County for any roll back taxes that may be due and payable where the 910 Ranch ceases to be eligible for "greenbelt" under the Utah Farmland Assessment Act.

3. **Payments in Lieu of Property Tax (PILT).** Beginning in tax year 2026 and for so long thereafter as Summit County owns the same, Summit County covenants and agrees to pay to Morgan County on or before November 30th of each calendar year as a payment in lieu of property taxes a sum equal to the Morgan 910 Tax Revenue, to be increased annually by the Consumer Price Index, Mountain-Plains Region, for the immediately preceding twelve (12) month period, as published by the U.S. Bureau of Labor Statistics and expressed as a percentage.

4. **Public Safety.**

4.1 The Morgan County Sheriff retains law enforcement operational and jurisdictional authority over the 910 Morgan Lands.

4.2 If requested by the Morgan County Sheriff, the Summit County Sheriff covenants and agrees on a case-by-case basis, to respond to and assist with calls for law enforcement services within the 910 Morgan Lands.

4.3 If requested by the Morgan County Sheriff, the Summit County Sheriff covenants and agrees on a case-by-case basis, to handle a call for service, or to investigate a case on the 910 Morgan Lands, and to provide Morgan County dispatch center with a disposition of the case. In addition, the Summit County Sheriff shall advise the Morgan County Sheriff of any intelligence, officer safety or other information concerning patrol actions within the 910 Morgan Lands. The Summit County officer responsible for the 910 Morgan Lands will prepare a complete and prompt incident report on the matter, and promptly submit that report to the Morgan County Sheriff's Office through Spillman.

4.4 Summit County shall make law enforcement records and Summit County officers available as reasonably needed to aid in the prosecution of cases that the Summit County Sheriff handled pursuant to a request by the Morgan County Sheriff under this Agreement.

4.5 Any persons who are booked or incarcerated by Summit County officers for offenses committed on the 910 Morgan Lands shall be booked and incarcerated in the

detention facility(ies) utilized by Morgan County pursuant to its contractual arrangements, unless otherwise agreed to by both County Sheriffs on a case-by-case basis.

4.6 In the event that a criminal offense is committed in Summit County on the 910 Ranch and an ensuing fresh pursuit of the alleged criminal actor crosses into Morgan County, the Morgan County Sheriff, pursuant to Utah Code §77-9-3, agrees that the Summit County Sheriff may continue said fresh pursuit chase in Morgan County to its conclusion.

4.7 The Summit County Sheriff shall provide Search and Rescue services within the 910 Ranch, but may request assistance from the Morgan County Sheriff on a case-by-case basis.

4.8 Each Party shall bear its own costs of responding to any matter in Morgan County under this Agreement.

4.9 The Summit County Sheriff and the Morgan County Sheriff shall maintain radio or other contact between them during a request for service by the Morgan County Sheriff.

5. **Recreation Management Plan.** Summit County is required by FFSL to create a comprehensive Recreation Management Plan (“*RMP*”) on the 910 Ranch. The RMP shall describe appropriate user capacity, types of recreation, location of recreation uses within recreation zones, adaptive management strategies, and sustainable management best practice for the construction and maintenance of trails and paths. Morgan County shall be designated as a stakeholder in the creation of the Recreation Management Plan as it pertains to the 910 Morgan Lands. Summit County covenants and agrees that it will provide Morgan County timely information, RMP drafts, and notices of any Recreation Management Plan meetings. Summit County will use good faith efforts to address any issues or concerns that Morgan County may have with respect to the RMP for the 910 Morgan Lands.

5.1 The Parties acknowledge that 910 Morgan Lands consist of 1,366.78 acres zoned F-1 and 394.93 acres zoned MU-160. Summit County shall abide by any land use restrictions and permits required by those zones, unless Summit County applies for and Morgan County approves a rezone in accordance with law.

5.2 Summit County acknowledges that it is required to obtain any and all necessary permits from Morgan County prior to developing any recreational facilities (trails, campgrounds, picnic areas, etc.) on the 910 Morgan Lands.

6. **Prior Notice.** Summit County covenants and agrees that it shall provide Morgan County with thirty (30) days’ advanced written notice of any land acquisitions in Morgan County, Utah.

7. **N. East Canyon Road.** The Parties acknowledge that the unimproved N. East Canyon Road is a Class B County Road. Any substantive alterations or modifications to N. East Canyon Road within the 910 Ranch, whether in Summit County or Morgan County, requires collaboration between the Parties. In the event that Summit County adds a new access into the 910 Morgan Lands from N. East Canyon Road, the Parties agree to work in good faith on a shared road maintenance agreement with respect to N. East Canyon Road.

8. **Governmental Immunity Act.** Because all Parties are governmental entities under the Utah Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et. seq.*, as amended (the “*Act*”), each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and no Party waives any defense available to it under the Act.

9. **Relief of Obligation.** This Agreement does not in any way relieve any Party of any obligation or responsibility imposed upon it by law (Utah Code § 11-13-208).

10. **Term.** This Agreement shall be in effect until December 31, 2075, unless otherwise terminated by the Parties by mutual written agreement.

11. **Miscellaneous Provisions.**

11.1 No Assignment. No Party may assign its interest in this Agreement without the written consent of the other Party.

11.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

11.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

11.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

11.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

11.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

11.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

11.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

11.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

11.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

11.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

11.13 Disputes.

11.13.1 Negotiation. Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiation between the chief administrative officers of the Parties, who have authority to settle the dispute (the “*Negotiation*”). The Negotiation should be completed within thirty (30) days.

11.13.2 Mediation.

11.13.2.1 If the dispute has not been resolved by Negotiation in accordance with Section 11.13.1, then the Parties shall proceed to mediation unless the Parties at the time of the dispute agree to a different timeframe (the “*Mediation*”). A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The Parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days, then each Party shall appoint a mediator, and together those two mediators will appoint a third mediator, who shall serve as the sole mediator of the dispute. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “Notice of Impasse.” All reasonable efforts will be made to complete the Mediation within thirty (30) days of the first mediation session.

11.13.2.2 During the course of the Mediation, no Party can assert the failure to fully comply with Section 11.13.1, as a reason not to proceed or to delay the Mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator or a Party issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the Parties agree otherwise.

11.13.2.3 All communications, both written and oral, during the Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

11.13.2.4 The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

11.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (a) upon personal delivery or actual receipt thereof, or (b) three (3) business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

To: Morgan County
Attn: County Manager
48 West Young Street
P.O. Box 886
Morgan, Utah 84050

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

11.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

11.16. Counterparts. This Agreement may be executed and delivered in counterparts.

11.17 Recordation. This Agreement shall be recorded in the Office of the Morgan County Recorder.

12. **Cooperation.** The Parties shall each designate a primary representative responsible for implementation of this Agreement. The Parties agree that their staff will confer in good faith and regularly exchange relevant information to continue collaborating on the 910 Ranch.

13. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

13.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act (“*UICA*”), as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the UICA.

13.2 In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect. In accordance with the provisions of Utah Code § 11-13-202.5(1)(b) and

where applicable, this Agreement shall be submitted to the governing body authorized to approve this Agreement.

13.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.

13.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

13.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

* * *

~ Signature pages to follow ~

* * *

Signed this ___ day of _____, 2026.

MORGAN COUNTY, a political
subdivision of the State of Utah

Morgan County Commission

Matthew Wilson
Chair

ATTEST:

Leslie A. Hyde
Morgan County Clerk/Auditor

CONSENT:

Corey Stark
Morgan County Sheriff

Reviewed and found to be in proper form and compliance with applicable law:

Garrett T. Smith
County Attorney

* * *

Signed this ___ day of _____, 2026.

SUMMIT COUNTY, a political subdivision
of the State of Utah

Summit County Council

Canice B. Harte
Chair

ATTEST:

Malena Stevens
County Clerk

CONSENT:

Kacey Bates
Summit County Sheriff

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Deputy

EXHIBIT "A"
TO
INTERLOCAL COOPERATION AGREEMENT
REGARDING THE 910 RANCH

LEGAL DESCRIPTION

FOR THE

910 MORGAN LANDS

PARCEL 1 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0362):

SOUTHEAST 1/4, EAST 1/2 OF THE SOUTHWEST 1/4, SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 2 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0370):

BEGINNING AT A POINT ON SOUTH BOUNDARY OF SECTION 15; 285 FEET NORTH 89°23' EAST FROM SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE ALONG RIDGE SEP DRAINAGE DRY HALLOW & EAST CANYON CREEK NORTH 19°50' WEST 2457 FEET; THENCE ALONG RIDGE SEP DRAINAGE DRY HOLLOW & LITTLE EMIGRATION CREEK; NORTH 30°52' WEST 1477 FEET; THENCE ALONG SAID LATTER RIDGE NORTH 32°54' WEST 1798 FEET; THENCE ALONG LATTER RIDGE SOUTH 76°10' WEST 1778 FEET; THENCE ALONG LATTER RIDGE SOUTH 62°8' WEST 3839 FEET; THENCE ALONG LATTER RIDGE SOUTH 61°32' WEST 3598 FEET MORE/LESS TO INTERSECT OF LATTER RIDGE WITH WEST BOUNDARY OF SOUTHEAST 1/4 OF SECTION 17; THENCE ALONG SAID WEST BOUNDARY SOUTH 1154 FEET MORE/LESS TO SOUTH 1/4 CORER OF SECTION 17, THENCE SOUTH 89°33' EAST 2659 FEET MORE/LESS TO CORNER OF SECTION 16, 17, 20, & 21; THENCE ALONG WEST BOUNDARY OF SECTION 16 NORTH 2640 FEET MORE/LESS TO WEST 1/4 CORNER OF SECTION 16, THENCE ALONG CENTER LINE OF SECTION 16 NORTH 89°26' EAST 5240 FEET MORE/LESS TO EAST 1/4 CORNER OF SECTION 16; THENCE ALONG EAST BOUNDARY SECTION 16, SOUTH 2640 FEET MORE/LESS TO CORNER SECTION 15, 16, 21 & 22 THENCE ALONG SOUTH BOUNDARY SECTION 15, NORTH 89°23' EAST 2952 FEET MORE/LESS TO POINT OF BEGINNING.

LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 3 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0388):

THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 4 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0453):

THE EAST 1/2 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

ALSO LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 5 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0479):

ALL OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 6 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0487):

ALL OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

ALSO LESS AND EXCEPTING: A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING ALONG THE NORTH LINE OF SAID SECTION 22 OF SOUTH 89°23'00" WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°23'38" WEST 1655.42 FEET ALONG THE SECTION LINE, SOUTH 342.70 FEET AND SOUTH 89°23'00" WEST 918.20 FEET FROM THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 13°08'00" WEST 443.62 FEET; THENCE NORTH 89°23'00" EAST 203.83 FEET, MORE OR LESS TO THE CENTER OF EAST CANYON CREEK; THE NEXT (8) COURSES ARE ALONG THE CENTER OF EAST CANYON CREEK, THENCE NORTH 08°25'45" WEST 133.11 FEET; THENCE NORTH 22°40'34" EAST 76.30 FEET; THENCE NORTH 88°20'12" EAST 62.47 FEET; THENCE NORTH 62°41'53" EAST 82.41 FEET; THENCE NORTH 21°48'36" EAST 125.70 FEET; THENCE SOUTH 88°51'32" EAST 51.52 FEET; THENCE NORTH 43°22'57" EAST 53.63 FEET; THENCE NORTH 82°17'39" EAST 61.58 FEET; THENCE NORTH 30.00 FEET; THENCE SOUTH 89°23'00" WEST 444.70 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING: A 145.0 FOOT WIDE STRIP OF PROPERTY OVER SECTIONS 22 AND 23 OF TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 22, AT A POINT SOUTH 89°23'00" WEST 781.67 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 89°23'00" WEST 161.40 FEET ALONG SAID NORTH LINE OF SECTION 22 THENCE SOUTH 26°40'00" EAST 129.33 FEET; THENCE SOUTH 29°30'00" EAST 543.81 FEET; THENCE SOUTH 31°35'00" EAST 229.57 FEET; THENCE SOUTH 45°20'00" EAST 172.45 FEET; THENCE SOUTH 38°00'00" EAST 84.94 FEET; THENCE SOUTH 31°45'00" EAST 278.16 FEET; THENCE SOUTH 41°40'00" EAST 301.60 FEET; THENCE SOUTH 30°00'00" EAST 275.74 FEET; THENCE SOUTH 25°00'00" EAST 477.64 FEET; THENCE SOUTH 17°00'00" EAST 318.71 FEET; THENCE SOUTH 27°00'00" EAST 174.26 FEET; THENCE SOUTH 21°00'00" EAST 71.62 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 23, THENCE SOUTH 89°40'30" EAST 152.29 FEET; THENCE NORTH 21°00'00" WEST 133.60 FEET; THENCE NORTH 27°00'00" WEST 168.83 FEET; THENCE NORTH 17°00'00" WEST 319.73 FEET; THENCE NORTH 25°00'00" WEST 496.19 FEET; THENCE NORTH 30°00'00" WEST 293.41 FEET; THENCE NORTH 41°40'00" WEST 326.47 FEET; THENCE NORTH 31°45'00" WEST 267.93 FEET; THENCE NORTH 38°00'00" WEST 31.61 FEET; THENCE NORTH 45°20'00" WEST 171.11 FEET; THENCE NORTH 31°35'00" WEST 256.33 FEET; THENCE NORTH 29°30'00" WEST 536.09 FEET; THENCE NORTH 26°40'00" WEST 54.92 FEET TO THE POINT OF BEGINNING.

PARCEL 7 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0529):

THE NORTH 1/2 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING: A 145.0 FOOT WIDE STRIP OF PROPERTY OVER SECTIONS 22 AND 23 OF TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 22, AT A POINT SOUTH 89°23'00" WEST 781.67 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 89°23'00" WEST 161.40 FEET ALONG SAID NORTH LINE OF SECTION 22 THENCE SOUTH 26°40'00" EAST 129.33 FEET; THENCE SOUTH 29°30'00" EAST 543.81 FEET; THENCE SOUTH 31°35'00" EAST 229.57 FEET; THENCE SOUTH 45°20'00" EAST 172.45 FEET; THENCE SOUTH 38°00'00" EAST 84.94 FEET; THENCE SOUTH 31°45'00" EAST 278.16 FEET; THENCE SOUTH 41°40'00" EAST 301.60 FEET; THENCE SOUTH 30°00'00" EAST 275.74 FEET; THENCE SOUTH 25°00'00" EAST 477.64 FEET; THENCE SOUTH 17°00'00" EAST 318.71 FEET; THENCE SOUTH 27°00'00" EAST 174.26 FEET; THENCE SOUTH 21°00'00" EAST 71.62 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 23, THENCE SOUTH 89°40'30" EAST 152.29 FEET; THENCE NORTH 21°00'00" WEST 133.60 FEET; THENCE NORTH 27°00'00" WEST 168.83 FEET; THENCE NORTH 17°00'00" WEST 319.73 FEET; THENCE NORTH 25°00'00" WEST 496.19 FEET; THENCE NORTH 30°00'00" WEST 293.41 FEET; THENCE NORTH 41°40'00" WEST 326.47 FEET; THENCE NORTH 31°45'00" WEST 267.93 FEET; THENCE NORTH 38°00'00" WEST 31.61 FEET; THENCE NORTH 45°20'00" WEST 171.11 FEET; THENCE NORTH 31°35'00" WEST 256.33 FEET; THENCE NORTH 29°30'00" WEST 536.09 FEET; THENCE NORTH 26°40'00" WEST 54.92 FEET TO THE POINT OF BEGINNING.

PARCEL 8 (MORGAN COUNTY TAX PARCEL NO. 00-0005-0912):

ALL OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 9 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0461):

TOWNSHIP ENTRY OF MORGAN COUNTY IN SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER. LESS THAT PORTION LYING WITHIN SUMMIT COUNTY.

MORGAN COUNTY FAIR AND UTAH HORSE PULLERS ASSOCIATION AGREEMENT

This Agreement is entered into this ___ day of _____, 2026, by and between Morgan County, a political subdivision of the State of Utah (“County”), and Utah Horse Pullers Association, a domestic nonprofit corporation, (“Organizer”).

RECITALS

WHEREAS, the County, through the Morgan County Fair, desires to include a horse pulling competition as an official event of the 2026 Morgan County Fair;

WHEREAS, the County has requested that Organizer organize, administer, and conduct the horse pulling competition as an independent contractor on behalf of the County as part of the Morgan County Fair; and

WHEREAS, Organizer represents that it possesses the experience, personnel, equipment, and expertise necessary to organize, administer, and conduct the Event.; and

WHEREAS, the parties desire to establish their respective rights and responsibilities regarding the Event.

NOW, THEREFORE, the parties agree as follows:

1. Event Description

Organizer shall plan, organize and conduct a horse pulling competition (“Event”) on the following date, time, and location:

- **Date:** July 28th, 2026
- **Time:** 7:00pm MDT
- **Location:** Morgan County Fairgrounds

2. Event Authorization

The County has authorized the Organizer to conduct the Event as part of the Morgan County Fair and grants Organizer the non-exclusive use of the designated Fairgrounds facilities for that purpose, subject to the terms of this Agreement.

The Event is an official event of the Morgan County Fair. Organizer has been retained by the County as an independent contractor to organize, administer, and conduct the horse pulling competition on the County's behalf. Except for those responsibilities expressly assumed by the County under this Agreement, Organizer shall have sole responsibility for conducting the Event.

3. Independent Contractor

Organizer is and shall remain an independent contractor and is not an employee, agent, partner, joint venturer, or representative of the County. Organizer shall have sole responsibility for the direction and control of its officers, employees, volunteers, contractors, participants, and agents in performing its obligations under this Agreement.

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship, partnership, joint venture, or agency relationship between the County and Organizer. Organizer shall have no authority to bind or obligate the County except as expressly provided in this Agreement.

4. Organizer Responsibilities

Organizer shall be solely responsible for planning, organizing, managing, supervising, and conducting the Event, including, but not limited to, staffing, registration, competition operations, equipment, participant management, animal welfare, safety, logistics, and compliance with all applicable laws and regulations.

Organizer shall:

a. Furnish and provide all personnel, animals, equipment, and materials necessary to conduct the Event, except those items specifically identified as County responsibilities under this Agreement, including at a minimum:

- i. Twelve (12) teams of pull horses to compete, or such lesser number as approved by the County.
- ii. One (1) stone boat.
- iii. One (1) announcer.
- iv. One (1) head judge.
- v. Between 12,000 and 14,000 pounds of competition weight.
- vi. All additional equipment, tack, harnesses, chains, competition implements, and other materials necessary to safely conduct the Event.

b. Conduct the Event in accordance with the official rules and competition standards of the Utah Horse Pullers Association and shall be solely responsible for enforcing Association rules and resolving all disputes relating to participant eligibility, judging, scoring, placings, and competition procedures.

c. Be solely responsible for the care, handling, transportation, control, and humane treatment of all horses participating in the Event and shall comply with all applicable federal, state, and local laws governing animal health, safety, and welfare.

d. Obtain and maintain all permits, licenses, approvals, inspections, or certifications required by law to conduct the Event. Execution of this Agreement does not constitute approval of any permit or regulatory requirement.

e. Provide all event personnel necessary to safely conduct the Event, including

officials, volunteers, and other support staff, and shall be responsible for their supervision and conduct.

f. Implement appropriate safety measures to protect participants, spectators, volunteers, and the public, including maintaining restricted competition areas and preventing unauthorized persons from entering active competition areas.

g. Coordinate with the County regarding emergency procedures and cooperate with County personnel, including EMS, law enforcement, and other emergency responders, during the Event.

h. Require every participant, owner, driver, handler, and any other individual participating in the Event to execute a liability waiver and release, in a form acceptable to the County, releasing Morgan County and its officers, employees, and agents from liability to the fullest extent permitted by law.

i. Be responsible for all event setup and removal, including signage, barricades, competition equipment, manure removal, bedding, hay, trash, and post-event cleanup, and shall restore County property to substantially the same condition existing before the Event, reasonable wear and tear excepted.

j. Be responsible for any damage to County property caused by Organizer, its participants, volunteers, spectators under its control, animals, or equipment, and shall reimburse the County for all reasonable repair or replacement costs.

k. Organizer shall determine competition placings under Association rules, distribute prize money, resolve any competition disputes, and comply with all applicable tax reporting requirements. Organizer shall have sole authority over the conduct of the competition, including participant eligibility, competition procedures, judging, scoring, and interpretation of Association rules.

l. Organizer shall comply with all applicable Morgan County Fair rules, policies, and reasonable directions of the Fair Manager concerning access to County property, use of facilities, public safety, and Event operations, provided such directions do not materially interfere with Organizer's ability to conduct the Event under this Agreement.

m. Comply with all applicable federal, state, and local laws, ordinances, regulations, and the requirements of the Utah Equine and Livestock Activities Act, including any required warning signs or participant notices.

5. Insurance and Liability

a. Insurance. Organizer shall maintain, at its sole expense and throughout the term of this Agreement, the following insurance coverage:

Commercial General Liability insurance with limits of not less than:

\$2,000,000 per occurrence; and
\$4,000,000 aggregate.

Workers' Compensation insurance and Employer's Liability insurance as required by Utah law, if Organizer has employees.

Automobile Liability insurance covering owned, hired, and non-owned vehicles used in connection with the Event, if applicable.

Morgan County, its officers, employees, and agents shall be named as additional insureds on the Commercial General Liability policy on a primary and non-contributory basis.

Organizer shall provide the County with a certificate of insurance and any required additional insured endorsement no later than July 15, 2026. The Commercial General Liability policy shall include a waiver of subrogation in favor of Morgan County. Maintenance of the required insurance shall not limit Organizer's obligations under this Agreement.

b. Condition of Premises. Organizer acknowledges that the County Fairgrounds and all County facilities and equipment provided under this Agreement are accepted in their existing condition and are used at Organizer's own risk. The County makes no representation or warranty regarding the condition, suitability, or fitness of the premises or facilities for the Event.

c. Safety Responsibilities. Organizer shall be solely responsible for the safe conduct of the Event and shall establish and enforce appropriate safety procedures for participants, volunteers, spectators, and animals. Organizer shall maintain appropriate barriers or restricted areas to prevent unauthorized access to active competition areas, including areas used for the loading, unloading, handling, and movement of competition weights and equipment.

Organizer shall coordinate with the County regarding emergency procedures and shall cooperate with County personnel, including EMS, law enforcement, and other emergency responders, during the Event.

d. Indemnification; Governmental Immunity. Organizer shall indemnify, defend, and hold harmless Morgan County and its officers, employees, agents, and volunteers from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney fees, arising out of or resulting from Organizer's planning, organization, management, supervision, or conduct of the Event, including claims arising from the acts or omissions of Organizer, its officers, employees, volunteers, contractors, participants, agents, animals, or equipment, except to the extent caused by the sole negligence or willful misconduct of the County.

Organizer's duty to defend shall arise upon written tender of a claim by the County and shall include providing legal counsel reasonably acceptable to the County.

The County shall have the right to participate in the defense at its own expense. Organizer shall not settle any claim in a manner that admits liability on behalf of, or imposes any obligation upon, the County without the County's prior written consent.

Nothing in this Agreement shall be construed as a waiver of any rights, defenses, limitations of liability, or immunities available to Morgan County, its officers, employees, agents, or volunteers under the Utah Governmental Immunity Act or any other applicable federal or state law. All such rights, defenses, limitations, and immunities are expressly reserved.

The obligations contained in this Section shall survive the expiration or termination of this Agreement.

6. County Responsibilities

The County shall:

a. Compensation. As compensation for Organizer's services as an independent contractor in organizing, administering, and conducting the horse pulling competition as an official event of the Morgan County Fair, the County shall pay Organizer a fixed fee not to exceed **Six Thousand Dollars (\$6,000.00)**, allocated as follows:

Item	Amount
Announcer	\$200.00
Competition Weights	\$350.00
Prize Money	\$5,450.00
Total	\$6,000.00

Organizer shall submit an itemized invoice to the County following completion of the Event. Payment shall be made in accordance with the County's standard payment procedures.

No payment shall be due if Organizer fails to conduct the Event or materially fails to perform its obligations under this Agreement, unless otherwise approved in writing by the County.

Organizer shall be solely responsible for distributing all prize money and for complying with any applicable federal or state tax reporting requirements associated with such payments.

The compensation provided under this Agreement constitutes the County's sole financial obligation to Organizer. Organizer shall be solely responsible for all costs and expenses incurred in conducting the Event except those expressly assumed by the County under this Agreement.

b. Facilities and Equipment. Subject to availability and the operational needs of the Morgan County Fair, the County shall provide:

1. The designated competition arena at the Morgan County Fairgrounds.
2. A designated staging area and trailer parking for participating horses.
3. Two (2) line judges.
4. One (1) forklift or loader, together with a qualified County operator and assistant.
5. A public address system with microphone.
6. Reasonable access to the Fairgrounds before and after the Event for setup and cleanup, as coordinated with the Fair Manager.

The County shall retain exclusive control over the operation of County-owned equipment and the activities of County employees.

c. Fairgrounds Use. Authorize Organizer's use of the designated Fairgrounds facilities for the Event in accordance with this Agreement, County policies, applicable laws, and the operational requirements of the Morgan County Fair.

d. Event Coordination. Coordinate with Organizer regarding scheduling, access to the Fairgrounds, and the County-provided facilities, equipment, and personnel identified in this Agreement.

The County reserves the right to relocate the Event within the Fairgrounds or modify the Event schedule if reasonably necessary to accommodate Fair operations, weather conditions, public safety concerns, or other operational needs.

7. Term, Default, and Termination

This Agreement shall become effective upon execution by both parties and shall remain in effect until completion of the Event and satisfaction of all obligations under this Agreement, unless earlier terminated as provided herein.

a. Termination for Convenience

Either party may terminate this Agreement without cause by providing written notice to the other party on or before **July 14, 2026**.

If this Agreement is terminated before the Event is conducted, the County shall have no obligation to make payment under this Agreement unless otherwise approved in writing by the County.

b. Default

If either party materially breaches this Agreement and fails to cure such breach within a reasonable time after receiving written notice specifying the breach, the non-breaching party may terminate this Agreement immediately upon written notice.

Termination under this subsection shall be in addition to any other rights or remedies available at law or in equity.

Termination shall not affect any obligations that expressly survive termination, including indemnification, insurance, payment obligations, and other provisions intended to survive.

8. Cancellation

The County may postpone, suspend, relocate, modify, or cancel the Event, in whole or in part, whenever reasonably necessary to protect public health, safety, or welfare, or in response to weather conditions, emergencies, equipment failure, animal safety concerns, or other operational circumstances affecting the Morgan County Fair.

At any time before or during the Event, the County, the Fair Manager, the Morgan County Sheriff, the Fire Chief, the Incident Commander, or another County official designated by the County may immediately suspend, delay, modify, or terminate the Event, or any portion thereof, whenever, in the County's reasonable judgment, continuation of the Event would create an unsafe condition or pose an unreasonable risk to participants, spectators, animals, County personnel, or property.

Organizer shall immediately comply with any direction issued pursuant to this Section and shall cooperate with the County in the orderly suspension, modification, or termination of the Event.

Except as otherwise expressly provided in this Agreement, the County shall not be liable for any costs, damages, lost profits, or other claims arising from any postponement, suspension, modification, relocation, or cancellation of the Event under this Section.

Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from acts of God, severe weather, fire, flood, earthquake, epidemic, pandemic, war, terrorism, governmental action, labor disputes, or any other cause beyond the reasonable control of the affected party.

9. Miscellaneous

a. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the Event and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by both parties.

b. Assignment

Organizer may not assign, delegate, or otherwise transfer any rights or obligations under this Agreement without the County's prior written consent.

c. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Utah. Any legal action arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located in Morgan County, Utah.

d. Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of any rights, defenses, immunities, or limitations of liability available to Morgan County, its officers, employees, agents, or volunteers under the Utah Governmental Immunity Act or any other applicable law.

e. No Expansion of Liability

No provision of this Agreement shall be construed to create or expand any duty or liability of the County beyond that imposed by applicable law.

f. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, nationally recognized overnight delivery service, or electronic mail with confirmation of receipt, to the addresses designated by the parties.

g. Restrictions

Organizer shall not permit alcohol sales, gambling, vendors, concessions, merchandise sales, commercial activities, or any other activity not expressly authorized by this Agreement without the County's prior written approval.

h. Survival

The provisions relating to insurance, indemnification, payment obligations, governmental immunity, and any other provision which by its nature should survive shall remain in effect following expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR MORGAN COUNTY:

By: _____

Matthew Wilson, Chair
Morgan County Commission

Date: _____

Attest: _____
County Clerk

Authority to Execute. The individual executing this Agreement on behalf of Organizer represents and warrants that he or she has full legal authority to execute this Agreement and bind Organizer to all of its terms and obligations. Organizer further represents that all corporate, organizational, or other approvals necessary to authorize the execution of this Agreement have been duly obtained.

FOR UTAH HORSE PULLERS ASSOCIATION:

By: _____

Name: _____

Title: _____

Date: _____

ESTIMATE

*J and J Electric Inc.
3410 S 1500 W
Ogden, UT 84401-4511

office@jjelectricinc.com
+1 (801) 622-0270



MORGAN COUNTY FAIR GROUNDS:Fair grounds power and lighting upgrade

Bill to
Fair grounds power and lighting upgrade
COUNTY FAIR GROUNDS
MORGAN, UTAH
MORGAN, UT 84050

Ship to
Fair grounds power and lighting upgrade
COUNTY FAIR GROUNDS
MORGAN, UTAH
MORGAN, UT 84050

Estimate details

Estimate no.: 9839
Estimate date: 06/23/2026

P.O. Number: Morgan Fairgrounds C/O#4

#	Product or service	Description	Qty	Rate
1.	000	MORGAN CITY BILL SEE ATTACHED INVOICE FROM MORGAN CITY.	1	\$31,124.00
			Total	\$31,124.00

Accepted date

Accepted by



90 West Young St | P.O. Box 1085
Morgan, Utah 84050
801-829-3461

INVOICE

Date	Invoice #	Page
06/16/2026	277649	1

Bill To: MORGAN COUNTY
PO BOX 886
MORGAN UT 84050

Customer No. 18
Contact:

Quantity	Description	Unit Price	Net Amount
0.00	Electric - Power project cost-FAIRGROUNDS-See attached	0.00	31,124.00
POWER PROJECT FAIRGROUNDS		Amount Due	\$31,124.00

PROJECT TOTAL COST SHEET			
Morgan City Power Project Costs			
Job Name:Morgan County Fairgrounds upgrade			
Work Order #:			
Date: 06-11-2026			
Item	Qty.	Single Price	Total
45' 3 Phase Deadend Pole		\$ 2,337.79	\$0.00
50' 3 Phase Deadend Pole		\$ 2,592.47	\$0.00
45' 1 Phase Deadend Pole		\$ 1,981.29	\$0.00
3 Phase Take off from Line Pole (existing)		\$ 1,587.24	\$0.00
3 Phase Line Pole Rebuild		\$ 944.47	\$0.00
3 Phase Line Pole New		\$ 4,989.24	\$0.00
3 Phase Deadend Riser Pole (New)		\$ 2,445.63	\$0.00
1 Phase Take Off from Line Pole (existing)		\$ 613.51	\$0.00
1 Phase Line Pole		\$ 1,576.51	\$0.00
1 Phase URD 200 AMP Riser (new)		\$ 1,944.01	\$0.00
Secondary URD Riser		\$ 1,283.56	\$0.00
3 Phase URD Riser 200 Amp (New)		\$ 4,328.20	\$0.00
3 Phase URD Riser 600 Amp (New)		\$ 5,075.20	\$0.00
Service Pole		\$ 858.68	\$0.00
Old Style Street Lights		\$ 2,665.75	\$0.00
New Style Street Lights		\$ 2,085.75	\$0.00
15 KVA Trans		\$ 915.00	\$0.00
25 KVA Trans		\$ 1,099.00	\$0.00
37.5 KVA Trans		\$ 1,850.00	\$0.00
50 KVA Trans		\$ 1,850.00	\$0.00
75 KVA Trans		\$ 3,000.00	\$0.00
1 Phase Transformer Station		\$ 991.31	\$0.00
3 Phase Transformer Station		\$ 2,205.49	\$0.00
URD Trans 25 KVA		\$ 3,558.64	\$0.00
URD Trans 37.5 KVA		\$ 2,958.64	\$0.00
URD Trans 50 KVA		\$ 3,874.00	\$0.00
URD Trans 75 KVA		\$ 4,518.64	\$0.00
URD Trans 100 KVA		\$ 3,388.64	\$0.00
URD Trans 112 KVA	1	\$ 18,833.00	\$18,833.00
URD Trans 167 KVA		\$ 6,236.64	\$0.00
URD Trans 300 KVA Relocate	1	\$ 3,415.00	\$3,415.00
URD Trans 500 KVA		\$ 18,090.10	\$0.00
URD Trans 750 KVA		\$ 22,160.10	\$0.00
URD Trans 1500 KVA		\$ 27,090.10	\$0.00
Secondary Box		\$ 767.24	\$0.00
Sectionalizer 200 A 3 Phase Cabinet		\$ 2,878.80	\$0.00
Sectionalizer 600 A 3 Phase Cabinet		\$ 6,663.59	\$0.00
Sectionalizer 1 Phase Cabinet		\$ 1,102.26	\$0.00
3 Phase (9) Switch Cabinet		\$ 21,756.00	\$0.00
3 Phase (11) Switch Cabinet		\$ 21,408.88	\$0.00
3 Phase (12) Switch Cabinet		\$ 19,282.09	\$0.00
Switch pedestal and plate		\$1,400.00	\$0.00
URD Wire	1	\$6,047.00	\$6,047.00
10% Overhead fee per resolution	0.1	\$ 28,295.00	\$2,829.00
Project Total			\$31,124.00

Morgan Co. Fairgrounds				
Quantity				
Cost of Project				
Wire to new transformer site				
	6/11/2026			
Items	Cost	Per Foot	Cost	Total Cost
Okonite 1100 MCM 15KV 220 MIL (Primary)	\$ 15.56		15.56	
Okonite 750 MCM 15KV 220 MIL (Primary)	\$ 10.25	1	\$ 10.25	\$
Kerite 500 MCM 15KV 220 MIL (Primary)	\$ 9.95	1	\$ 9.95	\$
Kerite 4/0 15KV 175 MIL (Primary)	\$ 5.20		\$ -	\$
Derite 1/0 15KV 220 MIL (Primary)	\$ 5.00		\$ -	
Okonite #2 15 KV 220 Mil Primary	\$ 4.25	1230	\$ 5,225.00	\$ 5,225.00
Wesleyan 350 Triplex URD	\$ 3.75		\$ -	
4/0 URD Triplex	\$ 2.65	1	\$ 2.65	\$
2/0 URD Triplex	\$ 1.57	1	\$ 1.57	
1/0 URD Triplex	\$ 1.20	1	\$ 1.20	\$
Labor, Trucks, Pull Tape, Lube, Misc.	\$ 2.00	410	\$ 820.00	\$ 820.00
Add 20' Per Wire For Loss URD Only				\$
266 ACSR Overhead	\$ 0.59	1	\$ 0.59	\$
4/0 ACSR	\$ 0.63	1	\$ 0.63	
#2 ACSR	\$ 0.46	1	\$ 0.46	
1/0 Triplex	\$ 1.25	1	\$ 1.25	\$
#2 Triplex overhead	\$ 0.85	1	\$ 0.85	
#2 Triplex URD	\$ 0.80	1	\$ 0.80	\$
Add 10' Per Wire For Loss Overhead				\$
Labor, Trucks, Misc.	\$ 1.00	1	\$ 1.00	\$
				\$
		Total Cost		\$ 6,047.00

Morgan County Fairgrounds				
# of Transformers 3 Phase	0			
Cost of Project	\$ 18,833.00			
	6/11/2026			
Items	Cost	Qty	Per 1 Pole Cost	Total Cost
112 KVA Transformer	\$ 17,500.00	1	\$ -	\$ 17,500.00
2" Primary Boots	\$ 7.80		\$ -	\$ -
3" Secondary Boots	\$ 29.00		\$ -	\$ -
Ground Rod	\$ 9.80		\$ -	\$ -
Ground Rod Clamp 5/8-#8to1/0	\$ 6.00	2	\$ 12.00	\$ 12.00
Transformer Grounding Lug	\$ 28.00	2	\$ 56.00	\$ 56.00
Secondary Spades W/Covers	\$ 42.00		\$ -	\$ -
Large Copper "C"	\$ 9.00	5	\$ 45.00	\$ 45.00
Primary Elbows 1/0	\$ 48.00		\$ -	\$ -
Elster 3 Phase Form 14S Meter	\$ 450.00			\$ -
Elster 3 Phase Form 9S Meter	\$ 450.00	1		\$ -
Meter Base W/Test Switch	\$ 275.00	1		\$ -
CT's 200-5	\$ 182.00	3		\$ -
Seal Kits	\$ 16.50		\$ -	\$ -
Transformer vault	\$ 1,200.00		\$ -	\$ -
Misc (Sign, locks, Tape, cowtags)	\$ 150.00	1	\$ 150.00	\$ 150.00
Man Hours				
Lineman	\$ 85.00	6	\$ 510.00	\$ 510.00
Apprentice Lineman	\$ 60.00	6	\$ 360.00	\$ 360.00
Truck Hours(2 Hour Min @ 60)	\$ 100.00	2	\$ 200.00	\$ 200.00
		Total Cost	\$ 1,333.00	\$ 18,833.00

Relocate to new pad				
# of Transformers 3 Phase	0			
Cost of Project	\$ 3,415.00			
6/11/2026				
Items	Cost	Qty	Per 1 Pole Cost	Total Cost
300 KVA Transformer	\$ -			
Transformer base	\$ 1,254.00			
	\$ 7.80		\$ -	\$ -
2" Primary Boots	\$ 29.00	2		\$ -
3" Secondary Boots	\$ 9.80	1		\$ -
Ground Rod	\$ 1.15	1		\$ -
Ground Rod Clamp 5/8-#8to1/0	\$ 6.00	2	\$ 12.00	\$ 12.00
Transformer Grounding Lug	\$ 28.00		\$ -	
Secondary Spades W/Covers	\$ 2.65	5		\$ -
Large Copper "C"	\$ 9.00	4	\$ 36.00	\$ 36.00
Primary Elbows 1/0	\$ 48.00	6	\$ 288.00	\$ 288.00
Vision 3 Phase Form 9S Meter	\$ 224.48	1	\$ 224.48	\$ 224.00
Meter Base W/Test Switch	\$ 550.00	1	\$ 550.00	\$ 550.00
CT's 200-5	\$ 235.00	3	\$ 705.00	\$ 705.00
Seal Kits	\$ 25.00	1		\$ -
Fiber Box (same as street light)	\$ 150.00	1	\$ 150.00	\$ 150.00
Misc (Sign, locks, Tape, cowtags)				
Man Hours			\$ -	\$ -
Lineman	\$ 85.00	10	\$ 850.00	\$ 850.00
Apprentice Lineman	\$ 60.00	10	\$ 600.00	\$ 600.00
Truck Hours(2 Hour Min @ 100)	\$ 100.00			
		Total Cost	\$ 3,415.48	\$ 3,415.00

This completed application, or an equivalent, must be returned with all requests for payment.

Subcontractor Name & Address:

Date of Application:

6/22/2026 App. #

7

J & J Electric, Inc

Period From:

6/1/2026

6/30/2026

3410 S. 1500 W.
Ogden, UT 84401

Contract #

Invoice #:

19629

Morgan County Fairgrounds

Contract Amount (C)	\$ 444,840.00
Approved Change Orders (C)	\$ 107,492.00
Total Contract (C)	\$552,332.00

The subcontractor referenced above certifies that the work herein has been completed in accordance with the Contract Documents. Payment has been made for all materials, supplies, labor, and services for which previous Certificates for Payment were issued and payments received. Application is made for payment

Completed to Date (F)	\$463,095.00
Less Retainage _____%	0% \$ -
Total Earned Less Retainage	\$ 463,095.00
Less Previous Billings	\$ 293,350.00
Current Payment Due	\$ 169,745.00

By: *David Rich*

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H
	Description of Work	Scheduled Value	Previous Applications	This Application	Completed to Date	% Comp	Balance to Finish
CONTRACT							
1	Rough New service and pedestals	\$ 38,000.00	\$ 22,500.00	\$ 11,000.00	\$ 33,500.00	88%	\$ 4,500.00
2	Finish New service and pedestals	\$ 28,507.00	\$ -	\$ 14,500.00	\$ 14,500.00	51%	\$ 14,007.00
3	Roping arena	\$ 65,796.00	\$ 39,500.00	\$ 12,000.00	\$ 51,500.00	78%	\$ 14,296.00
4	Main arena lighting	\$ 162,537.00	\$ 85,000.00	\$ 45,000.00	\$ 130,000.00	80%	\$ 32,537.00
5	Auger of light pole bases	\$ 58,000.00	\$ 58,000.00	\$ -	\$ 58,000.00	100%	\$ -
6	Service gear and pedestals	\$ 48,000.00	\$ 48,000.00	\$ -	\$ 48,000.00	100%	\$ -
7		\$ -	\$ -	\$ -	\$ -	0%	\$ -
8		\$ -	\$ -	\$ -	\$ -	0%	\$ -
9		\$ -	\$ -	\$ -	\$ -	0%	\$ -
10		\$ -	\$ -	\$ -	\$ -	0%	\$ -
11		\$ -	\$ -	\$ -	\$ -	0%	\$ -
12		\$ -	\$ -	\$ -	\$ -	0%	\$ -
13		\$ -	\$ -	\$ -	\$ -	0%	\$ -
14		\$ -	\$ -	\$ -	\$ -	0%	\$ -
15	Materials	\$ 44,000.00	\$ 35,850.00	\$ 4,000.00	\$ 39,850.00	91%	\$ 4,150.00
	SUBTOTAL	\$ 444,840.00	\$ 253,000.00	\$ 86,500.00	\$ 375,350.00	84%	\$ 69,490.00
APPROVED CHANGE ORDERS							
1	C-O #1 Relocate Roping arena main	\$ 12,450.00	\$ 4,500.00	\$ 7,950.00	\$ 12,450.00	100%	\$ -
2	C-O #2 Announcer booth	\$ 9,171.00		\$ 9,171.00	\$ 9,171.00	100%	\$ -
3	C-O #3 Sound conduits, power&Fibe	\$ 54,747.00		\$ 35,000.00	\$ 35,000.00	64%	\$ 19,747.00
4	C-O #4 Morgan City Fee's	\$ 31,124.00		\$ 31,124.00	\$ 31,124.00	100%	\$ -
5	C-O #5				\$ -	0%	\$ -
6	C-O #6				\$ -	0%	\$ -
7	C-O #7				\$ -	0%	\$ -
8	C-O #8				\$ -	0%	\$ -
9	C-O #9				\$ -	0%	\$ -
10	C-O #10				\$ -	0%	\$ -
11	C-O #11				\$ -	0%	\$ -
12	C-O #12				\$ -	0%	\$ -
13	C-O #13				\$ -	0%	\$ -
14	C-O #14				\$ -	0%	\$ -
	CHANGE ORDER TOTAL	\$107,492.00	\$4,500.00	\$83,245.00	\$87,745.00	82%	\$ 19,747.00
	TOTALS	\$552,332.00	\$257,500.00	\$169,745.00	\$463,095.00	84%	\$89,237.00

INVOICE

*J and J Electric Inc.
3410 S 1500 W
Ogden, UT 84401-4511

office@jjelectricinc.com
+1 (801) 622-0270



MORGAN COUNTY FAIR GROUNDS: Fair grounds power and lighting upgrade

Bill to
Fair grounds power and lighting upgrade
COUNTY FAIR GROUNDS
MORGAN, UTAH
MORGAN, UT 84050

Ship to
Fair grounds power and lighting upgrade
COUNTY FAIR GROUNDS
MORGAN, UTAH
MORGAN, UT 84050

Invoice details

Invoice no.: 19629
Terms: Due on receipt
Invoice date: 06/23/2026
Due date: 06/23/2026

#	Product or service	Description	Qty	Rate
1.	000	Work completed through 6/30/2026	1	\$94,450.00
2.	000	Announcer booth see break out attached	1	\$9,171.00
3.	000	Sound requirements change order #3 see break out attached. Partial billing	1	\$35,000.00
4.	000	Morgan City Power Department See attached	1	\$31,124.00

Total **\$169,745.00**

Ways to pay



[View and pay](#)

ESTIMATE

*J and J Electric Inc.
3410 S 1500 W
Ogden, UT 84401-4511

office@jjelectricinc.com
+1 (801) 622-0270



MORGAN COUNTY FAIR GROUNDS: Fair grounds power and lighting upgrade

Bill to
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MORGAN, UTAH
MORGAN, UT 84050

Ship to
Fair grounds power and lighting upgrade
COUNTY FAIR GROUNDS
MORGAN, UTAH
MORGAN, UT 84050

Estimate details

Estimate no.: 9836
Estimate date: 06/23/2026

P.O. Number: Morgan Fair grounds C/O#2

#	Product or service	Description	Qty
1.	000	Wire new Announcer booth Wired as per walk through with Bret, Joel and One Revel	1
2.	003-6 R/C	6" WAFER LED TRIM	12
3.	000	100AMP PANEL LOCATED IN BOOTH	1
4.	000	QUAD OUTLETS	14
5.	000	DUPLEX OUTLETS	2
6.	000	DIMMERS	2
7.	000	SWITCHES	4
8.	000	LED FLOOD LIGHTS	4
9.	000	OUTSIDE OUTLETS	2
10.	000		1
Total			\$9,171.00

Accepted date

Accepted by

ESTIMATE

*J and J Electric Inc.
3410 S 1500 W
Ogden, UT 84401-4511

office@jjelectricinc.com
+1 (801) 622-0270



MORGAN COUNTY FAIR GROUNDS: Fair grounds power and lighting upgrade

Bill to
Fair grounds power and lighting upgrade
COUNTY FAIR GROUNDS
MORGAN, UTAH
MORGAN, UT 84050

Ship to
Fair grounds power and lighting upgrade
COUNTY FAIR GROUNDS
MORGAN, UTAH
MORGAN, UT 84050

Estimate details

Estimate no.: 9838
Estimate date: 06/23/2026

P.O. Number: Morgan Fair grounds C/O#3

#	Product or service	Description	Qty	Rate
1.	000	-PROVIDE ALL CONDUIT RACEWAYS FOR ONE REVEL SOUND -PVC -1700' OF 2" , 210' OF 1" AND 650' OF 1-1/2" -EMT METAL CONDUIT -390' OF 2" , 40' OF 1-1/2" AND 200' OF 1" -PROVIDE ALL TRENCHING (2200') AND INCLUDES SPRINKLER REPAIR -PROVIDE AND INSTALL ALL FIBER RUNS -PROVIDE AND INSTALL ALL CAT-6 RUNS TO NEW LED TV MONITORS -PROVIDE POWER TO RACK LOCATIONS(4-20AMP DEDICATED CKT), ARENA TV'S (5- 208V 20AMP CKTS, 7 120V CKTS) -PROVIDE POWER TO NEW FAIR BOARD OFFICE 100AMP	1	\$0.00
2.	000	MATERIAL	1	\$26,247.00
3.	000	LABOR	380	\$75.00
			Total	\$54,747.00

Accepted date

Accepted by



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 435.800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date: 07/07/2026 Time Requested: _____
Name: Cindee mikesell Phone: (801) 845-4012
Address: 48 West Young Street
Email: cmikesell@morgancountyutah.gov Fax: _____
Associated County Department: UT

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Canvass For the June 2026 for primary elections (Document to follow)

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____



County Commission Agenda Request Form

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Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date:	<u>07/07/2026</u>	Time Requested:	_____
Name:	<u>Luke Majewski</u>	Phone:	<u>(801) 643-3855</u>
Address:	<u>41 W 2150 N, Layton, Utah 84041</u>		
Email:	<u>lukemski4@gmail.com</u>	Fax:	_____
Associated County Department:	<u>Airport</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval for the 2026 Cars and Planes Fundraiser Event for the Mountain Green Fire Department

WILL YOUR AGENDA ITEM BE FOR:

**DISCUSSION
DECISION
BOTH
INFORMATION ONLY**

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Kate Becker

From: derrick stanbridge <dstanbridge28@gmail.com>
Sent: Monday, June 8, 2026 10:21 PM
To: Vaughn Nickerson; Matt Wilson; Raelene Blocker; Mike Newton; Blaine Fackrell; Kate Becker
Cc: Shawn Beckstrom
Subject: Recommendation and Event Approval Request – Morgan County Airport Car Show (August 29)

CAUTION: This email originated from outside of Morgan County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are unsure please contact Jeremy or Brandon.

Dear Morgan County Commission,

I am writing in my capacity as an Airport Advisory Board member and Public Relations representative for the Morgan County Airport Advisory Board.

The Board formally supports and recommends approval of the upcoming car show event proposed by Luke Majewski, scheduled for August 29 at the Morgan County Airport.

This event was successfully held last year and served as a valuable community engagement opportunity while supporting the Mountain Green Fire Department. Based on that experience, we are confident in both the organization and execution of this year's event.

To help streamline the approval process and avoid redundancy from prior years, we would like to highlight the following:

- All affected hangar owners have been contacted, and full approval has been obtained for use of the designated area.
- The event layout remains largely unchanged from last year, with only minor updates to parking arrangements. An updated site plan is available for review. (See email attached)

- The event organizer (Luke) is prepared to provide any additional documentation requested, including site plans, logistics, and coordination details.
- The airport fully supports this event as a positive public relations and community engagement initiative. Last year's approval process required multiple steps, including in-person presentations and coordination across several entities. Given that the event structure, location, and operational plan remain consistent—and that all key stakeholders have already been consulted—we respectfully request that the Commission consider granting approval through the standard meeting process without requiring the applicant to repeat the full presentation. Please let us know if there are any questions or if additional materials are needed. We are happy to provide further documentation or clarification at your convenience.

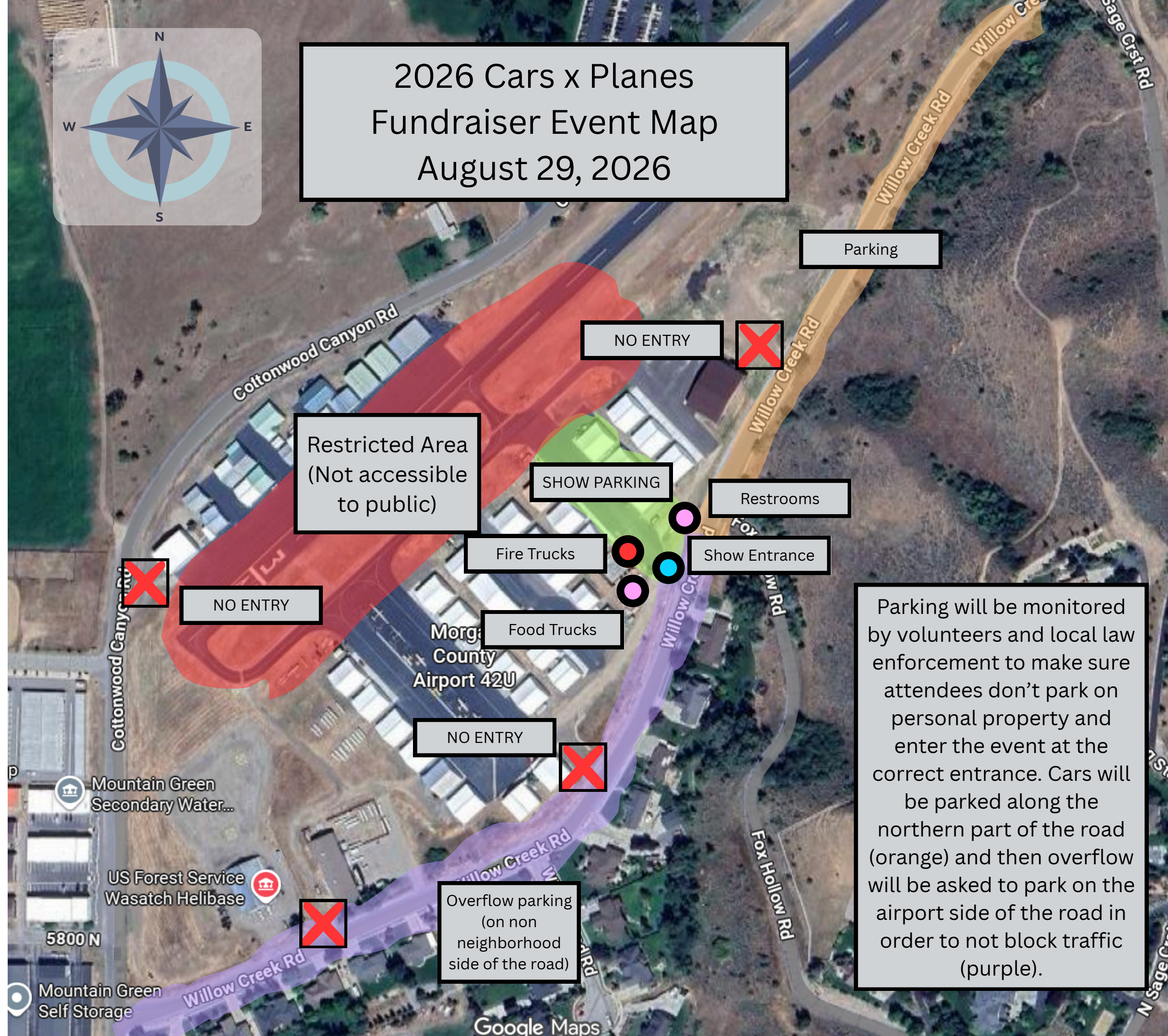
Thank you for your time and consideration.

Sincerely,

Derrick Stanbridge
Airport Advisory Board Member / Public Relations Representative
Morgan County Airport Advisory Board
5574 Day Lily drive
Morgan Utah 84050
801-458-0152



2026 Cars x Planes Fundraiser Event Map August 29, 2026



Parking

NO ENTRY



Restricted Area
(Not accessible
to public)

SHOW PARKING

Restrooms

Fire Trucks

Show Entrance

NO ENTRY

Food Trucks

NO ENTRY



Parking will be monitored by volunteers and local law enforcement to make sure attendees don't park on personal property and enter the event at the correct entrance. Cars will be parked along the northern part of the road (orange) and then overflow will be asked to park on the airport side of the road in order to not block traffic (purple).

NO ENTRY

Overflow parking
(on non
neighborhood
side of the road)



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 06/23/26, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Option #1: Airport Liability – \$2M Limits ACE Property and Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - \$1,239
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	War - \$1,239 reducing to \$309 if TRIA also purchased
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Option #2: Airport Liability – \$3.5M Limits ACE Property and Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - \$1,548
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	War - \$1,548 reducing to \$387 if TRIA coverage also purchased

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Cyber Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Yes No - CORE360™ STEP

Yes No – eRiskHub

Coverage Amendments and Notes:



Morgan County

Fee Breakdown:

Agency Bill Administration Fee: \$100.00

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.



Morgan County

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____



**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of \$1,239

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Morgan County
Policyholder/Applicant's Signature

ACE Property and Casualty Insurance Company
Insurance Company

Print Name

No0984929 015
Policy Number

Date



Proposal of Insurance – Airport Liability

Morgan County

48 W Young Street
PO Box 886
Morgan, UT 84050

Presentation Date: June 23, 2026

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos. IL 100292093 / CA 0D69293



Gallagher

Insurance | Risk Management | Consulting

Morgan County

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

- We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Airport Liability

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Cyber Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, "***Client Authorization to Bind Coverage***":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Stefanie Salazar

Stefanie Salazar
Client Service Supervisor

Enclosure



Your Gallagher Team

Morgan County

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
John Chino Area Senior Vice President	Producer	john_chino@ajg.com	(949) 349 9827 (p)
Stefanie Salazar Client Service Supervisor	Client Service Manager	stefanie_salazar@ajg.com	(949) 349 9859 (p)



Morgan County

Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring (3-year term)	Option #1 - \$2M Renewal (3-year term)	Option #2 - \$3.5M Renewal (3-year term)
		Ace Property and Casualty Insurance Company	Ace Property and Casualty Insurance Company	Ace Property and Casualty Insurance Company
Airport Liability	Premium	\$10,050.00	\$12,375.00	\$15,471.00
	Estimated Cost*	\$11,307.00	\$13,614.00	\$17,019.00
	Change (\$)		\$2,307.00	\$5,712.00
	Change (%)		16.95%	33.56%
Agency Bill Administration Fee		--	\$100.00	\$100.00
Total Cost		\$11,307.00	\$13,714.00	\$18,019.00

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Crime , Airport Liability , Aviation GL-Premises/Products , Excess Crime .

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

Named Insured

Named Insured	Airport Liability
Utah Counties Indemnity Pool	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Morgan County

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost-effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Airport Liability	Ace Property and Casualty Insurance Company (A++ XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



Morgan County

Coverage Highlights

Airport Liability

	Recommended Quote	
Policy Term	07/17/2026 – 07/17/2029	
Carrier Information	ACE Property and Casualty Insurance Company	
Payment Plan	Full premium due date of inception	
Payment Method	Agency Bill	
Premium & Exposures		
	Option #1 - \$2M	Option #2 - \$3.5M
Airport Liability Premium	\$12,375.00	\$15,471.00
Terrorism – TRIA (Additional)	\$1,239.00	\$1,548.00
Estimated Cost	\$13,614.00	\$17,019.00
Exposure	FAA ID: 42U State: UT Name: Morgan County Airport, Morgan UT	
Core General Liability Coverages		
Sum Insured	\$2,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations	\$3,500,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations
Personal Injury and Advertising Injury Annual Aggregate Limit	\$2,000,000	\$3,500,000
Malpractice Annual Aggregate Limit	\$2,000,000	\$3,500,000
Fire Damage Limit Any One Fire	\$50,000	\$50,000
Medical Expense Limit Any One Person	\$1,000	\$1,000
Hangarkeepers not “in flight” Limit Any One Occurrence	\$1,000,000	\$1,000,000
Hangarkeepers not “in flight” Limit Any One Aircraft	\$1,000,000	\$1,000,000
Non-Owned Aircraft Liability Limit	Not Insured	Not Insured
Form Type	Occurrence	Occurrence
Endorsements including but not limited to:		
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.		
Exclusions including but not limited to:		
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.		
Airport Liability Deductibles		
Each Occurrence Or Offense, But Not To Exceed	Null	
Annual Aggregate	Null	
Defense Cost		
Yes, outside the policy limits		
Binding Requirements		
Subject To:		
Written request from co-broker prior to the effective date of the policy		
Signed Acceptance or Rejection of Terrorism Insurance Coverage Form		



Morgan County

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Airport Liability	Immediately report claims directly to:
Insurer: ACE Property and Casualty Insurance Company	Insurer/TPA Name: ACE Property and Casualty Insurance Company
Policy Term: 07/17/2026 – 07/17/2029	Phone: 630.549.3618
	Fax:
	Email: kenneth_burkhead@ajg.com
	Web:

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Airport Liability	Immediately report claims directly to:
Gallagher Claim Center	Phone: 855-497-0578
Policy Term: 07/17/2026 – 07/17/2029	Fax: 225-663-3224
	Email: ggb.gcrclaimscenter@ajg.com



Morgan County

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



Morgan County

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher’s sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.



Morgan County

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



Morgan County

Compensation Disclosure Schedule

Client Name: Utah Counties Indemnity Pool

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name ¹	Est. Annual Premium ²	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Airport Liability – Option #1	ACE Property and Casualty Insurance Company	N/A	\$12,375.00	N/A
Airport Liability – Option #2	ACE Property and Casualty Insurance Company	N/A	\$17,019.00	N/A

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health:** 15-25%
- **Aviation:** 14-15%
- **Contract Bonds:** 20-30%
- **All Other Bonds/Surety:** 30-35%
- **Builders Risk:** 15-18%
- **Property:** 15-22%
- **Inland Marine:** 20-22.5%
- **Ocean Marine:** 15-17.5%
- **Casualty:** 14-15%
- **Commercial Auto:** 12.5-15%
- **Package / Business Owners Package:** 15-16.8%
- **Workers Compensation:** 8-11%
- **All Other Commercial:** 10-20%
- **Executive/Professional Lines:** 15-17.5%
- **Medical Malpractice:** 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 06/23/26, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Option #1: Airport Liability – \$2M Limits ACE Property and Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - \$1,239
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	War - \$1,239 reducing to \$309 if TRIA also purchased
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Option #2: Airport Liability – \$3.5M Limits ACE Property and Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - \$1,548
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	War - \$1,548 reducing to \$387 if TRIA coverage also purchased

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Cyber Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Yes No - CORE360™ STEP

Yes No – eRiskHub

Coverage Amendments and Notes:



Morgan County

Fee Breakdown:

Agency Bill Administration Fee: \$100.00

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.



Morgan County

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____



CHUBB®

515 S. Flower Street, Suite 2100,
Los Angeles, CA, 90071
Tel 213-612-5360
Fax 213-612-5731

TO: Kenneth Burkhead
ARTHUR J GALLAGHER RISK MANAGEMENT
SERVICES LLC,
LAS VEGAS, Nevada, 89144
EMAIL: Kenneth_Burkhead@ajg.com

FROM: Rosalind Doby

DATE SENT: June 24, 2026

SUBJECT: Morgan County

COMMENTS: We have pleasure in enclosing our Airport Owners and Operators quotation(s) in respect of the referenced Insured.

Commission to your office is as follows: **15.00%**

Thank you for the opportunity to provide you with this quotation.

Best Regards,



Rosalind Doby



515 S. Flower Street, Suite 2100
Los Angeles, CA 90071
Tel 213-612-5360

TO: Kenneth Burkhead
ARTHUR J GALLAGHER RISK MANAGEMENT
SERVICES LLC
LAS VEGAS, Nevada 89144

FROM: Rosalind Doby
RISK ID: 276290

EMAIL: Kenneth_Burkhead@ajg.com

DATE SENT: June 24, 2026

AIRPORT OWNERS AND OPERATORS LIABILITY QUOTATION

WITH

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

*******THREE YEAR FIXED PREMIUM POLICY OPTION*******

We offer the option for a three year policy term with premium fixed at three times the annual terms shown in this quotation. Premium to be paid in three equal annual installments.

**NAMED
INSURED:** Morgan County

NAMED INSURED'S ADDRESS: 48 W. Young Street
P.O. Box 886
Morgan, Utah, 84050

PERIOD: From: July 17, 2026 To: July 17, 2029
both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST: The Insured's legal liability to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):

F.A.A. ID	State	Name
42U	UT	Morgan County Airport, Morgan, Utah

SUM INSURED: \$3,500,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit.	Not Insured
Personal Injury and Advertising Injury Annual Aggregate Limit.	\$3,500,000
Malpractice Annual Aggregate Limit.	\$3,500,000
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit.	Not Insured
Fire Damage Limit Any One Fire.	\$50,000
Medical Expense Limit Any One Person.	\$1,000
Hangarkeepers not “in flight” Limit Any One Occurrence.	\$1,000,000
Hangarkeepers not “in flight” Limit Any One Aircraft.	\$1,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence.	Not Insured

DEDUCTIBLE: Nil Each Occurrence or offense, but not to exceed
Nil annual aggregate

CONDITIONS: The Airport Owners and Operators General Liability Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause
Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

60 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
10 days notice for non-payment of premium. This provision does not override the
Automatic

Termination review or cancellation provisions of endorsements AAP 203 (02/08) or AAP 237 (11/99).

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement

AAP UT (11/99) Utah Changes - Cancellation and Nonrenewal

Schedule of Policy Forms applicable to airports and locations in: **Utah**

Form Reference and Edition	Title
-------------------------------	-------

9001-UT (11/00)	Utah Changes
AAP 200 (10-24)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11/99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11/99)	Airport Owners and Operators General Liability Policy - Schedule of Endorsements
AAP 202 (11/99)	Airport Owners and Operators General Liability Policy
AAP 203 (02/08)	Extended Coverage - War, Hi-jacking and Other Perils Endorsement
AAP 220 (11/99)	Immunity Waiver Endorsement
AAP 228 (11/99)	Cancellation Notification Change
AAP 234 (11/99)	Airport Limited Enhanced Coverage Endorsement
AAP 237 (11/99)	Nuclear Risks Exclusion Clause
AAP 242 (11/99)	Personal Injury Limitation Endorsement
AAP 248 (11/99)	Volunteers Endorsement
AAP 255 (03/08)	Date Recognition Limited Coverage Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
AAP 273 (11/03)	Pollution Endorsement
AAP 275 (01/15)	Limited Terrorism Coverage Endorsement
AAP 277 (01/06)	Silica And Silica-Related Dust Exclusion
AAP 306 (03/08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307 (03/08)	Amendment to Supplementary Payments (Court Cost) Endorsement
AAP 316 (03/24)	Exclusion – Access To Or Disclosure Of Confidential Or Personal Material Or Information – Advertising Or Personal Injury
AAP 317 (03/24)	Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
AAP 340 (03/24)	Information Laws and Data Privacy Exclusion
AAP 342 (03/24)	Loss In Progress Endorsement
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TR-19604e (08/20)	Notice Of Terrorism Insurance Coverage

Payable in three equal installments of \$5,157 plus TRIA and WAR, if purchased; billed annually.

3 YEAR PERIOD

GL Premium: \$15,471

3 YEAR PERIOD

TRIA Premium: \$1,548

3 YEAR PERIOD

WAR Premium: \$1,548 reducing to \$387 if TRIA coverage also purchased.

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the insured.

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of ACE Property and Casualty Insurance Company

By 
Authorized Representative

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of \$1,548

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Morgan County
Policyholder/Applicant's Signature

ACE Property and Casualty Insurance Company
Insurance Company

Print Name

No0984929 015
Policy Number

Date

Morgan County Resolution CR 26-33

A RESOLUTION OF THE MORGAN COUNTY COMMISSION APPOINTING MEMBERS TO THE MORGAN COUNTY RIFLE RANGE ADVISORY BOARD.

WHEREAS, the Morgan County Commission established the Morgan County Rifle Range Advisory Board to advise the County on the future use, safety, and development of County shooting sports facilities; and

WHEREAS, Morgan County Resolution **26-13** authorizes the County Commission to appoint qualified citizens to serve on said Board; and

WHEREAS, the County Commission has advertised the vacancies and reviewed applications from residents interested in serving the community; and

WHEREAS, the County Commission desires to fill these positions with individuals who possess the necessary qualifications, dedication, and interest in shooting sports and facility management;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Morgan County, Utah, as follows:

Appointments

The following individuals are hereby appointed to serve as members of the Morgan County Rifle Range Advisory Board:

1. **Kelli Petty, At-Large Resident** – Term expiring: December 31, 2027
2. **Milton Vierow, Shooting Sports Representative** – Term expiring: December 31, 2029
3. **Matt Fairbanks, At-Large Resident** – Term expiring: December 31, 2027

Effective Date

This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED, AND APPROVED by the Morgan County Commission on this 7th day of July 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 435.800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date:	<u>06/16/2026</u>	Time Requested:	_____
Name:	<u>Commissioner Raelene Blocker</u>	Phone:	<u>(801) 865-6062</u>
Address:	<u>5754 Silver Mountain Cove, Mountain Green, Ut 84050</u>		
Email:	<u>rblocker@morgancountyutah.gov</u>	Fax:	_____
Associated County Department:	<u>Commission</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

I would like to discuss a possible County Resolution concerning data centers and a data center overlay zone ordinance. Just an introduction and discussion to see if we want to move forward on something like this.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input type="checkbox"/>	_____

Morgan County Commission Discussion Proposal

Development of a Data Center Land Use Ordinance

Prepared for: Morgan County Commission, Planning Department, County Attorney

Purpose

Artificial intelligence and cloud computing are driving unprecedented demand for large-scale data centers throughout Utah. Several counties have already received proposals for projects requiring substantial electrical infrastructure, water resources, and associated power generation.

Morgan County currently does not have land use regulations specifically addressing data centers. Rather than reacting to a future application, I believe it is prudent for the County to proactively develop standards that protect our residents, natural resources, infrastructure, and long-term vision while continuing to welcome responsible economic development.

This proposal is **not intended to prohibit data centers**. Instead, it recommends that Morgan County establish clear land use standards before an application is submitted.

Why Planning Is Important

Unlike most industrial developments, large-scale data centers may require:

- Significant electrical capacity
- Large water demands for cooling
- Backup or on-site power generation
- Large building footprints
- Increased emergency response capabilities
- Long-term commitments of land and public infrastructure

Because these projects can have long-term impacts on a community, many local governments are now evaluating how best to regulate them through their land use authority.

What Other Utah Counties Are Doing

Iron County

Following proposals for large AI data centers and associated power generation, Iron County adopted a **180-day moratorium** on new data center applications while it studies and prepares permanent land use regulations.

Lesson: Develop regulations before projects are proposed.

Box Elder County

After approving a major data center project, Box Elder County adopted a **180-day moratorium** on additional data center applications to allow time to review and strengthen its land use regulations.

Lesson: Clear standards help counties evaluate future proposals consistently and transparently.

Recommended Policy Direction

I recommend that staff prepare a draft Data Center Land Use Ordinance for future consideration that addresses the following:

Land Use

- Create a Data Center Opportunity Overlay District or other appropriate zoning mechanism.
- Require County Commission approval following Planning Commission recommendation and public hearings.
- Ensure consistency with the Morgan County General Plan.

Infrastructure

Require independent, developer-funded studies evaluating:

- Water availability
- Water rights
- Electrical infrastructure
- Traffic impacts
- Fire and emergency services

- Air quality
- Noise
- Fiscal impacts

Water Protection

Require applicants to demonstrate:

- Sustainable long-term water supplies
- Water conservation measures
- Cooling technology
- Drought contingency planning

Electrical Capacity

Require applicants to demonstrate that projects will:

- Not reduce electrical reliability.
- Not shift infrastructure costs to existing residents or businesses.
- Not consume capacity needed for future county growth.

Operational Standards

Establish standards for:

- Noise
- Lighting
- Landscaping
- Building design
- Setbacks
- Screening
- Construction impacts
- Emergency response planning

Financial Responsibility

Require developers to provide appropriate financial security for:

- Road improvements and damage
- Landscaping
- Site restoration
- Decommissioning

Ongoing Compliance

Require annual reporting regarding:

- Water consumption
- Electrical demand
- Environmental compliance
- Permit compliance

Protecting Morgan County's Future

One additional consideration is whether a proposed project could consume land, water, electrical capacity, or transportation infrastructure needed for future residential, agricultural, commercial, or manufacturing development identified in the Morgan County General Plan.

Including this type of long-range planning analysis will help ensure today's decisions do not unnecessarily limit tomorrow's opportunities.

Requested Action

I respectfully request that the County Commission direct the Planning Department, Planning Commission, and County Attorney to research and prepare a draft Data Center Land Use Ordinance for future public review and discussion.

Taking this proactive approach will allow Morgan County to thoughtfully evaluate this emerging industry before receiving an application, rather than reacting after one has already been submitted.

Our objective is straightforward:

To protect the public health, safety, and welfare while providing a clear, predictable, and legally defensible framework for any future data center development in Morgan County.

This proposal is not about saying yes or no to data centers. It is about ensuring that Morgan County has the appropriate tools in place to make informed decisions that are consistent with our General Plan and protect the long-term interests of our residents.

Morgan County Resolution CR 26-27

A RESOLUTION OF THE MORGAN COUNTY COMMISSION APPOINTING THREE RESIDENTS TO THE MORGAN COUNTY BUILDING CODE BOARD OF APPEALS PURSUANT TO COUNTY CODE SECTION 151.05(K).

WHEREAS, Morgan County Code § 151.05(K) establishes a Building Code Board of Appeals to hear and decide appeals of orders, decisions, or determinations made by the Building Official; and

WHEREAS, Section 151.05(K)(1)(b) mandates that the members of this Board shall be appointed by the County Commission and serve until replaced or a resignation is accepted; and

WHEREAS, Section 151.05(K)(1)(c) requires the Board to consist of three members who are qualified by training and experience to pass on matters pertaining to building construction and who are not employees of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MORGAN COUNTY, UTAH, AS FOLLOWS:

Section 1. Appointment. The Morgan County Commission hereby appoints the following three (3) residents of Morgan County to serve as members of the Morgan County Building Code Board of Appeals:

1. **Jacob Welker, Structural Engineer, Morgan**
2. **Roger Randall, General Contractor, Mountain Green**
3. **Sam Hunt, Architect, Morgan**

Section 2. Terms of Office. Pursuant to Morgan County Code § 151.05(K)(1)(b), the appointed members shall serve on the Building Code Board of Appeals until officially replaced by the County Commission or until a formal resignation is accepted.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption by the Morgan County Commission.

PASSED AND ADOPTED by the County Commission of Morgan, Utah, this 7th day of July 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____

§ 151.05 BUILDING AND SAFETY CODES.

(K) Appeals.

(1) (a) There is hereby created a Building Code Board of Appeals of the county to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the adopted codes under this section.

(b) The members of the Board shall be appointed by the County Commission and shall serve until replaced or a resignation is accepted.

(c) The Board shall consist of three members who are qualified by training and experience to pass on matters pertaining to building construction and are not employees of the county. There must be a minimum of two members to form a quorum.

(2) (a) An application for appeal shall be based on a claim that the true intent of the adopted codes of the county or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the codes do not fully apply, or an alternate design, material or method of construction is equivalent of that prescribed in the adopted codes of the county.

(b) The Board shall have no authority to waive requirements of the codes. An appeal shall be made in writing on forms provided by the county's Building Official and shall be submitted to the county's Building Official who will certify the date of filing of the appeal and shall transmit any appeal received to the members of the Board.

(3) Appeals shall be filed no later than 45 days from the date of the decision appealed; otherwise, the subject decision shall be final and shall not be appealed thereafter. The decision of the Building Code Board of Appeals shall be final unless a petition for relief therefrom is filed within 30 days of the date of such decision with a court of record having competent jurisdiction.

(4) The Building Official shall provide all information pertaining to the appeal to the Board and shall provide a Secretary to take minutes of the appeal proceedings and provide a written copy of the decision to the applicant, Building Official and each member of the Board. The Board shall adopt rules of procedure for conducting its business.

(Prior Code, § 7-7-13)

The Morgan County Commission requested to approve the code text amendments requested by the Morgan County Planning Commission.

Below are the Planning Commission's tasks for staff:

- A. Commercial Design Standards Code Text Amendment; 03/28/2024
- B. Commercial Architectural Review and Landscaping Code Text Amendment; 06/13/2024
- C. Permanent Residence at Private Resorts Code Text Amendment; 09/26/2024; A text amendment prohibiting permanent residency within a private resort; *Note: The County Consultant and Attorney's do not think this ask is legal or legally enforceable.*
- D. Viewshed Ordinance Code Text Amendment; 09/26/2024; *Note: The County Consultant and Attorney's do not think this ask is legal or legally enforceable.*
- E. Double Frontage Lots Code Text Amendment; 02/12/2026; A text amendment to remove regulations of double frontage lots to eliminate administrative complexity.
- F. Right-of-Way Dedication Code Text Amendment; 03/12/2026; Following a conversation about Deep Creek Road.
- G. Nonconforming Code Text Amendment; 04/09/2026; A text amendment to state that lots that are nonconforming in nature should be able to be changed if it makes them more conforming.



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: (435) 800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

Commission Meeting Date: 07/07/26 Time Requested: 10 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – *Cottonwood Spring View A PUD Subdivision Phase 7B 5th Amended*: request to amend the Cottonwood Spring View A PUD Subdivision Phase 7B 5th Amended.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING

Cottonwood Spring View A PUD Subdivision Phase 7B, 2rd Amendment
July 7, 2026
Public Meeting
File #26.006

Applicant: Chase Hansen
Owner: Chase Hansen
Project Location: 3049 Summit View Circle
Parcel Number: 00-0094-0418
Serial Number: 03-COSPR7B-0756-A1
Current Zoning: Rural Residential (RR-1) w/ Development Agreement
Acreage: 0.61 acres combined

REQUEST: This application is a request to subdivide a lot that was created in 2025 into two lots. The proposed two lots will regain their original configuration. (For tracking purposes, we are keeping this as the 5th amendment in our file; however, it is really the 2nd amendment to avoid re-noticing).

PLANNING COMMISSION RECOMMENDATION

Member Wilson recommended approval of Cottonwood Spring View A PUD Subdivision Phase 7B 2nd amendment, Application #26.006. The properties are identified by parcel number 00-0094-0418 & serial number 03-COSPR7B-0756-A1 and is located at approximately 3059 West Summit View Circle in unincorporated Morgan County based on findings and conditions listed in the staff report dated June 11th 2026. Second by Member Maloney. Motion carried unanimously.

ATTORNEY GUIDANCE

Administrative Review: Administrative land use decisions are governed by applicable County ordinances. If an application complies with those ordinances, it must be approved.

The role of the Planning Commission and County Commission is not to determine whether they like or dislike a proposal, but whether the application complies with the ordinances governing the application. Administrative review is the application of existing ordinances to a specific

application, not a discretionary policy decision. Policy decisions belong to the legislative process through the adoption, amendment, or repeal of ordinances.

Applicable Law: Under Utah Code § 17-79-508, an applicant is entitled to approval of a land use application if the application conforms to the applicable land use regulations, land use decisions, and development standards in effect when a complete application is submitted and all required fees are paid.

In exceptional circumstances, Utah courts have recognized that an otherwise compliant application may be denied where substantial evidence demonstrates that approval would seriously threaten public health, safety, or welfare. See *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980).

Review Framework: When reviewing an administrative land use application:

1. Determine Ordinance Compliance
 - Confirm the application complies with all applicable County ordinances.
2. Evaluate Evidence
 - Decisions should be based on applicable County ordinances and substantial evidence in the record.
 - The role of the Planning Commission and County Commission is to apply adopted ordinances, not create new standards during the review process.
3. Evaluate Conditions
 - Any conditions imposed should be required by, authorized by, or reasonably related to applicable County ordinances.

Decision Standards:

Approval:

- An administrative land use application must be approved if it complies with applicable County ordinances.

Denial:

- An administrative land use application may be denied only if it does not comply with applicable County ordinances.
- In exceptional circumstances, an otherwise compliant application may be denied where substantial evidence demonstrates that approval would seriously threaten public health, safety, or welfare.

Findings: The record should clearly identify:

- The applicable ordinance provisions.
- The evidence relied upon, not merely the conclusions reached.
- Any conditions imposed and the legal basis for those conditions.
- The basis for approval or denial.

Important Considerations

- Administrative land use applications are not discretionary policy decisions.
- Public support, opposition, or public clamor is not a legal basis for approval or denial and does not, by itself, constitute substantial evidence.
- Do not rely on speculation, assumptions, or unsupported concerns.
- Apply ordinance provisions consistently to all applicants.
- The role of the Planning Commission is to apply adopted ordinances, not create new standards during the review process.
- Personal preferences, policy concerns, or a desire for different requirements must be addressed legislatively through the adoption, amendment, or repeal of ordinances, not through review of an individual administrative application.

STAFF RECOMMENDATION: Based on the information in this staff report, staff recommends approval of the Cottonwood Spring View A PUD Phase 7B, 2nd Amendment subject to all applicable regulations and the following conditions:

1. That all of the County Surveyor and Engineer review comments be addressed.
2. That all outsourced consultant fees are paid current prior to recordation of the plat amendment.
3. That all other local, state, and federal laws are adhered to.

PROJECT DESCRIPTION:

Proposal Details

The applicant requests approval of a plat amendment to subdivide one lot into two lots. The two lots will regain their original configuration as lot 754 (0.3 acres) and lot 753 (0.31 acres) in Cottonwood Spring View A PUD Subdivision Phase 7B.

DISCUSSION:

This request is for a plat amendment to the Cottonwood Spring View A PUD Subdivision Phase 7B 1st Amended. In the 2nd amended plat, lots 757 and 758 meet the required frontage on a County Right-Of-Way (ROW) and acreage requirement with the standards in the PRUD Development Agreement for the Cottonwoods. This amendment will not affect the developability of consolidated lots. Staff has determined that the impact on the County and nearby property owners is minimal as the proposal is to return the current lot to what it was with the original plat. The plat amendment requirements come from Morgan County’s Land Use Management Code, Title 15, Chapter 155, Section 440 and subsequent sections. Staff has reviewed the requirements and procedures for a plat amendment and have found that the application request meets these standards.

155.447: AMENDED PLAT REQUIREMENTS:

(A) Prior to the County Commission’s approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the county an amended plat map and complete supporting preliminary plat and final plat information in compliance with the requirements of this subchapter. The applicant shall also pay all fees required by the county’s fee schedule.

(B) Upon approval of the plat amendment, all required documents, submissions, signatures and review procedures which are required for a final plat shall be submitted and followed, prior to recordation in the office of the County Recorder.

(C) The County Commission may vacate a subdivision or a portion of a subdivision by recording in the County Recorder's office an ordinance describing the subdivision or the portion being vacated.

(Prior Code, § 8-12-64) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

155.446: GROUNDS FOR VACATING OR CHANGING A PLAT:

(A) The land use authority may approve the vacation, alteration or amendment of a plat by signing an amended plat showing the vacation, alteration or amendment if the land use authority finds that:

(1) There is good cause for the vacation, alteration or amendment; and

(2) No public street, right-of-way or easement has been vacated or altered.

(B) The land use authority shall ensure that the amended plat showing the vacation, alteration or amendment is recorded in the office of the County Recorder.

(C) If an entire subdivision is vacated, the County Commission shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the County Recorder's office.

(D) The County Commission may adopt an ordinance granting a petition to vacate some or all of a public street, right-of-way or easement if the legislative body finds that:

(1) Good cause exists for the vacation; and

(2) Neither the public interest nor any person will be materially injured by the vacation.

(E) If the County Commission adopts an ordinance vacating some or all of a public street, right-of-way or easement, the County Commission shall ensure that a plat reflecting the vacation and/or an ordinance describing the vacations is recorded in the office of the County Recorder.

(F) The action of the legislative body vacating some or all of a street, right-of-way or easement that has been dedicated to public use:

(1) Operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the county's fee in the vacated street, right-of-way or easement; and

(2) May not be construed to impair:

- (a) *Any right-of-way or easement of any lot owner; or*
- (b) *The franchise rights of any public utility.*

(Prior Code, § 8-12-63) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

155.444: PROCEDURE:

(A) For plat amendments that result in adjusting and/or altering lot lines through an exchange of title within a platted subdivision the Zoning Administrator shall be the land use authority:

(1) The Zoning Administrator shall approve an exchange of title under this division (A) if the exchange of title will not result in a violation of any land use ordinance;

(2) If an exchange of title is approved under this division (A), a notice of approval shall be recorded in the office of the County Recorder which:

(a) Is executed by each owner included in the exchange and by the land use authority;

(b) Contains an acknowledgment for each party executing the notice in accordance with the provisions of UCA § 57-2a, Recognition of Acknowledgments Act; and

(c) Recites the descriptions of both the original parcels and the parcels created by the exchange of title.

(3) A document of conveyance of title reflecting the approved change shall be recorded in the office of the County Recorder; and

(4) A notice of approval recorded under this division (A) does not act as a conveyance of title to real property and is not required to record a document conveying title to real property.

(B) For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment or vacation of a public or private road shown on a subdivision plat and all other modifications to lots within a recorded subdivision plat shall be reviewed by the County Commission with a recommendation from the Planning Commission.

(C) Applications to vacate or amend a subdivision plat shall be required to submit those documents required for review in a complete preliminary plat application which pertain to and describe the proposed amendment, as well as a paper copy of the proposed final plat Mylar. Revised construction drawings shall also be submitted when changes to any required subdivision improvements are proposed.

(D) Upon receipt of a petition or a proposal to vacate or amend a subdivision plat which requires action by the County Commission, the matter shall be referred to the Planning Commission for a recommendation on the proposal.

(E) The land use authority shall hold a public hearing within 45 days after the day on which the petition is filed if:

- (1) Any owner within the plat notifies the county of the owner's objection in writing within ten days of mailed notification; or
- (2) A public hearing is required because all the owners in the subdivision have not signed the revised plat.

(F) The land use authority may consider at a public meeting, without a public hearing, an owner's petition to vacate or amend a subdivision plat if:

- (1) The petition seeks to join two or more of the petitioning fee owner's contiguous lots;
 - (2) Subdivide one or more of the petitioner's fee owner's lots if the subdivision will not result in a violation of a land use ordinance or a development condition;
 - (3) Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join the petition, regardless of whether the lots and parcels are in the same subdivision;
 - (4) On a lot owned by the petitioning fee owner, adjust an internal lot restriction imposed by the county;
 - (5) Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area; and
 - (6) Notice has been given to adjacent property, in accordance with § 155.031 of this code.
- (Prior Code, § 8-12-61) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

ANALYSIS OF STANDARDS

Standards	Findings	Rationale
<p>Ordinance Evaluation. Morgan County Code, Chapter 155, Section 440 states the following:</p> <p><i>Prior to the County Commission's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County an <u>amended plat map and complete supporting preliminary plat and final plat</u> information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.</i></p> <p><i>Therefore, this plat amendment has been reviewed for preliminary and final plat standards.</i></p>		
<p>155.407: PRELIMINARY PLAT SUBMITTAL: <i>The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:</i></p>		
A	Vicinity Map	Complies

	<ol style="list-style-type: none"> 1. Drawn at a maximum scale of one thousand feet (1,000') to the inch. 2. Show all existing and proposed roadways in the vicinity of the proposed development. 3. A north arrow. 4. The nearest section corner tie. 5. Subdivision name. 		
B	Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.	Complies	
C	<p>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</p> <ol style="list-style-type: none"> 1. Drawn at a scale not smaller than one hundred feet (100') to the inch. 2. A north arrow. 3. Subdivision name. 4. The layout and names and widths of existing and future road rights of way. 5. A tie to a permanent survey monument at a section corner. 6. The boundary lines of the subdivision with bearings and distances. 7. The layout and dimensions of proposed lots with lot areas in square feet. 8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces. 9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings. 10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas. 11. Location and ownership of all adjoining tracts of land. 12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010) 	Complies	
D	<p>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. Topography at two foot (2') contour intervals. 3. North arrow. 4. Subdivision name. 5. Areas of substantial earthmoving. 6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains. 7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA). 8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage. 9. Show any existing wetlands. 10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012) 	Does Not Apply	
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. North arrow. 3. Subdivision name. 4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire 	Does Not Apply	

	hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications. 5. Show location and dimensions of all utility easements.		
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> 1. Three (3) copies of a geotechnical soils report. 2. A traffic report when required by the planning commission or county engineer. 3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision. 4. Service agreements from all utility companies or providers. 5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval. 6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist. 7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat. 8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development. 9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply. 10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas. 	Complies	
G	When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.	Does Not Apply	
H	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	Complies	
I	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	Does Not Apply	
J	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	Complies	

K	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	Does Not Apply	
L	Any additional submittal requirements required for or by master planned development reserves, specific development agreements, or requirements and conditions of other applicable ordinances or previous approvals. (Ord. 10-16, 12-14-2010)	Does Not Apply	
155.415: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:			
A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county commission agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.	Will Comply	Historically, staff has recommended the applicant wait to print the final mylar in the event that the Planning Commission recommend changes to the plat.
B	The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.	Complies	
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	
D	Prior to consideration by the county commission, the plat shall be signed by all required and authorized parties, with the exception of the county commission chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Commission recommend changes to the plat.
E	An accurate and complete survey, which conforms to Utah state law.	Complies	
F	Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.	Complies	
G	The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.	Complies	
H	All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions,	Complies	

	boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.		
I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat: 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor.	Complies	
N	The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate: 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: OWNERS DEDICATION <i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements</i>	Complies	Owner's Dedication is present, but not signed

	<p><i>shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 21.</i></p> <p><i>(Add appropriate acknowledgments)</i></p> <ol style="list-style-type: none"> 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county commission (a signature line for the commission chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor. 7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat. 8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards. 9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county. 		
O	<p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p>	Does Not Apply	Does not border an Agricultural Protection Area
P	<p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p>	Complies	

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments received

Fire/EMS Services: No comments received

Engineering/Surveyor: No comments received

Recorders: Comments received, and the Reviewer has issued Conditional Approval

Surveyor: Approved with the condition that an updated title report is available for recording

Zoning: The zoning is RR-1 with a Development Agreement

Recommended Motions

Sample Motion for a Recommend for Approval – “I move we approve the Cottonwood Spring View A PUD Subdivision Phase 7B 2nd Amendment, application number 26.006, located at 3049 W. Summit View Circle in unincorporated Morgan County based on the findings listed in the staff report dated July 7, 2026.”

Sample Motion for a Recommendation for Approval with conditions – “I move we approve the Cottonwood Spring View A PUD Subdivision Phase 7B 2nd Amendment, application number 26.006, located at 3049 W. Summit View Circle in unincorporated Morgan County based on the findings listed in the staff report dated July 7, 2026, with the following additional conditions:”

1. *List any additional findings and conditions...*

Sample Motion for a Recommendation for Denial – “I move we deny the Cottonwood Spring View A PUD Subdivision Phase 7B 2nd Amendment, application number 26.006, located at 3049 W. Summit View Circle in unincorporated Morgan County with the following findings:”

1. *List any additional findings...*

Attachments:

Attachment A. Vicinity Map

Attachment B. Current Zoning Map

Attachment C. Original Recorded Plat

Attachment D. 1st Plat Amended

Attachment E. 2nd Plat Amended

Attachment A: Vicinity Map

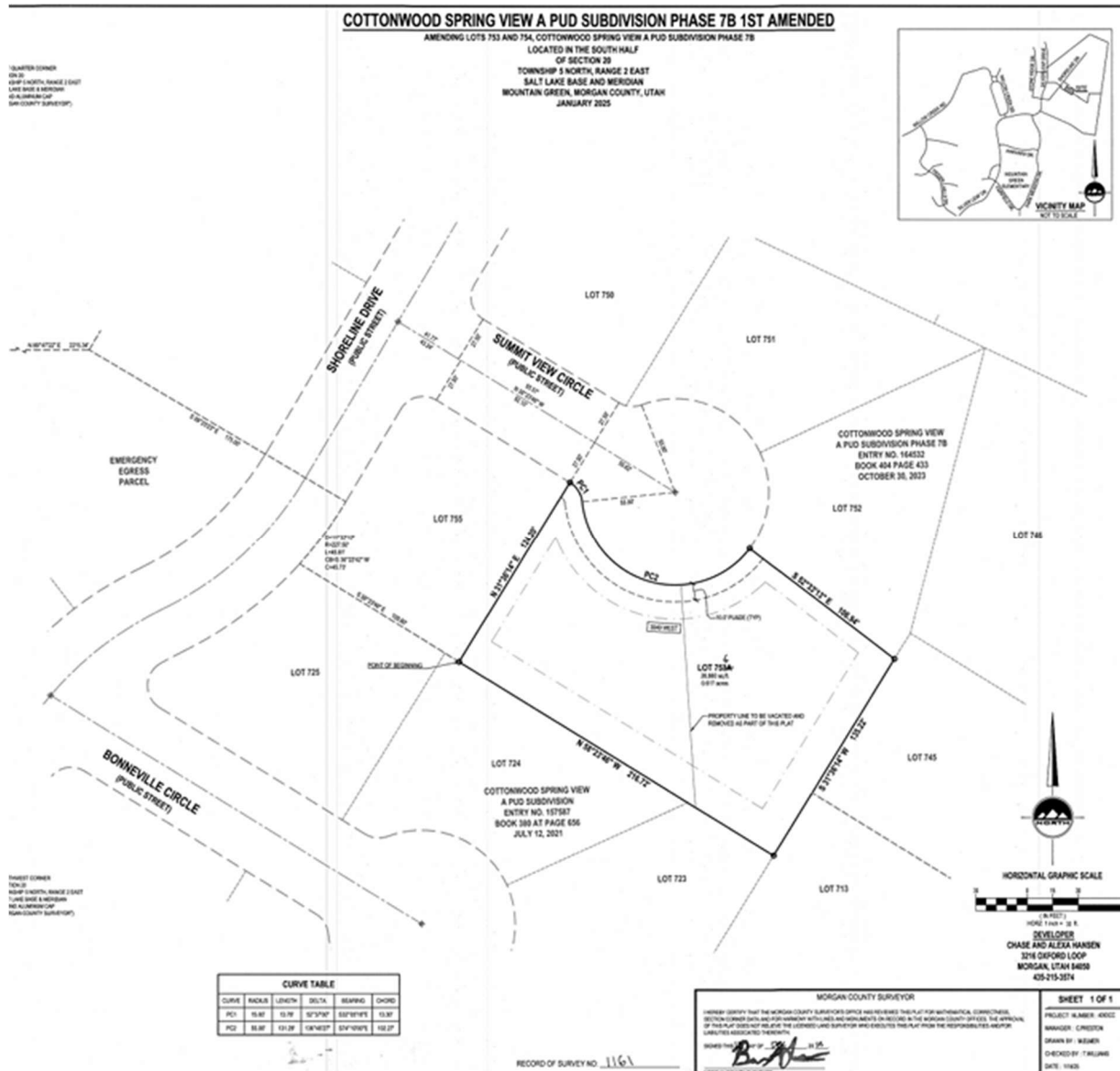


Attachment B: Current Zoning Map



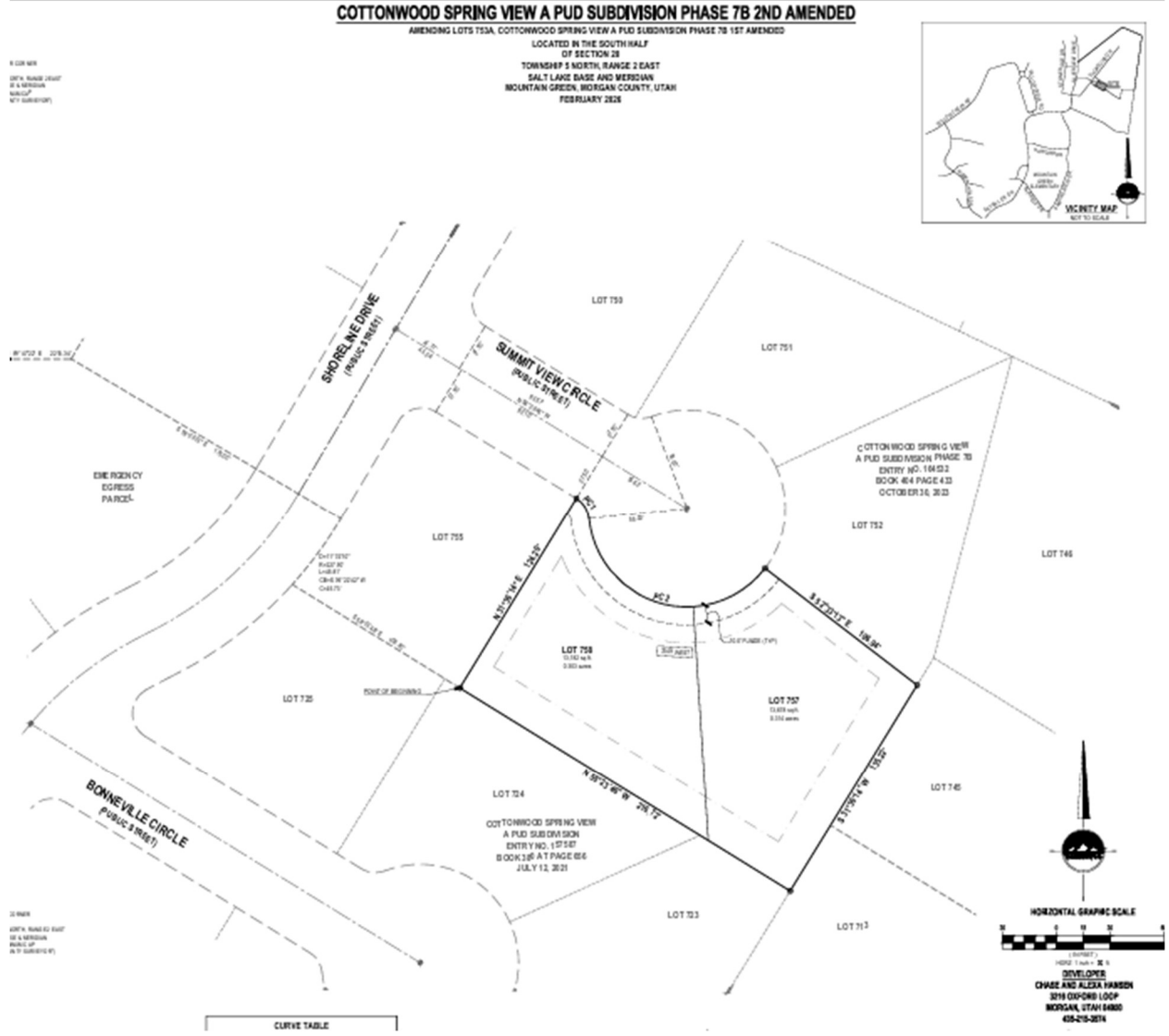
[Click here to view a full-size .pdf version of 1st Plat Amendment](#)

Attachment D: 1st Plat Amended



[Click here to view a full-size .pdf version of the Application](#)

Attachment E: 2nd Plat Amended





County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: (435) 800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

Commission Meeting Date: 07/07/26 Time Requested: 10 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – *Wasatch Peaks Ranch (WPR) Oaks Lodge Site Plan*: Request to approve the site plan for the WPR Oaks Lodge.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING



**COUNTY COMMISSION
STAFF REPORT**

Site Plan
June 11, 2026

WPR Oaks Lodge Site Plan
July 7, 2026
Public Meeting
File #26.008

Applicant: Brian Nestoroff
Owner: Wasatch Peaks Ranch, LLC
Project Location: 5946 W. Oaks Lodge Lane
Parcel Number: 00-0093-1362 & 00-0091-9997
Serial Number: 12-004-014-01-1-1-3 & 12-004-013-01
Current Zoning: Resort Special District
Acreage: 4.28 acres

REQUEST

A request for site plan approval of the WPR (Wasatch Peaks Ranch) Oaks Lodge Site Plan in the Peterson area to allow for the construction of a new 63,497 sq. ft. lodge on 4.28 acres.

PLANNING COMMISSION RECOMMENDATION

On July 11, 2026 the Planning Commission made the following recommendation to the County Commission:

Member Taylor moved to recommend approval to the county commission for the WPR Oaks Lodge Site plan Application #26.008 located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County based on the findings and conditions listed in the staff report dated June 11th 2026. The motion was seconded by Member Maloney. Motion carried unanimously.

ATTORNEY GUIDANCE

Administrative Review: Administrative land use decisions are governed by applicable County ordinances. If an application complies with those ordinances, it must be approved.

The role of the Planning Commission and County Commission is not to determine whether they like or dislike a proposal, but whether the application complies with the ordinances governing the application. Administrative review is the application of existing ordinances to a specific application, not a discretionary policy decision. Policy decisions belong to the legislative process through the adoption, amendment, or repeal of ordinances.

Applicable Law: Under Utah Code § 17-79-508, an applicant is entitled to approval of a land use application if the application conforms to the applicable land use regulations, land use decisions, and development standards in effect when a complete application is submitted and all required fees are paid.

In exceptional circumstances, Utah courts have recognized that an otherwise compliant application may be denied where substantial evidence demonstrates that approval would seriously threaten public health, safety, or welfare. See *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980).

Review Framework: When reviewing an administrative land use application:

1. Determine Ordinance Compliance
 - Confirm the application complies with all applicable County ordinances.
2. Evaluate Evidence
 - Decisions should be based on applicable County ordinances and substantial evidence in the record.
 - The role of the Planning Commission and County Commission is to apply adopted ordinances, not create new standards during the review process.
3. Evaluate Conditions
 - Any conditions imposed should be required by, authorized by, or reasonably related to applicable County ordinances.

Decision Standards:

Approval:

- An administrative land use application must be approved if it complies with applicable County ordinances.

Denial:

- An administrative land use application may be denied only if it does not comply with applicable County ordinances.
- In exceptional circumstances, an otherwise compliant application may be denied where substantial evidence demonstrates that approval would seriously threaten public health, safety, or welfare.

Findings: The record should clearly identify:

- The applicable ordinance provisions.
- The evidence relied upon, not merely the conclusions reached.
- Any conditions imposed and the legal basis for those conditions.

- The basis for approval or denial.

Important Considerations

- Administrative land use applications are not discretionary policy decisions.
- Public support, opposition, or public clamor is not a legal basis for approval or denial and does not, by itself, constitute substantial evidence.
- Do not rely on speculation, assumptions, or unsupported concerns.
- Apply ordinance provisions consistently to all applicants.
- The role of the Planning Commission is to apply adopted ordinances, not create new standards during the review process.
- Personal preferences, policy concerns, or a desire for different requirements must be addressed legislatively through the adoption, amendment, or repeal of ordinances, not through review of an individual administrative application.

STAFF RECOMMENDATION

County Staff has reviewed the application for the WPR Oaks Lodge Site Plan. Staff recommends approval of the requested site plan based on the following findings and with the conditions listed below:

Findings:

The Site Plan is compliant with the original (2019) ([Original DA WPR](#)) and amended (2021) ([Amended DA WPR](#)):

1. Development Agreements include but are not limited to:
 - a. A lodge up to ninety feet in height in planning areas C & D.
 - b. Parking.
 - c. Landscaping.
 - d. Architectural/Elevations.
2. This proposal is not detrimental to the health, safety, and welfare of the public.

Conditions:

1. That all outsourced consultant fees are paid current prior to final plat recordation.
2. That all other local, state, and federal laws are adhered to.
3. The developer will install any required infrastructure, including roadways, utilities, parking, lighting, and landscape areas.

PROJECT DESCRIPTION:

Proposal Details

This request is for approval of a new, three-level, 63,497 sq. ft. lodge with parking, hardscaping, landscaping, utilities, and associated driveway. Access to the lodge will be through two existing nearby ski lifts, one existing gondola and a driveway (Oaks Lodge Lane) to 66 parking stalls – located on the bottom level of the lodge. The original Development Agreement determined that parking lot standards are “not applicable by County stakeholders and applicant, given that this is a private community” (p.18).

Water and wastewater services will be provided by the WPR Utility District. Telecommunication services will be provided by All West/Utah Inc. Morgan County Fire will provide fire protection services. Rocky Mountain Power will provide power service. Enbridge Gas will provide gas service.

The applicant is seeking approval of a site plan for a new lodge. The proposal has been reviewed for compliance with the WPR Development Agreements.

Access will be provided through a Morgan County Fire Department approved driveway (Oaks Lodge Lane) off Wasatch Peaks Road.

SITE PLAN SUBMITTAL

Site and Building Layout

The WPR Oaks Lodge Site Plan shows the proposed 63,497 sq. ft. lodge with three levels, landscaping, and elevations.

Wasatch Peaks Ranch Design Standards

The original and the amended development agreement address design standards for Wasatch Peaks Ranch’s Oaks Lodge. Staff believes the Oaks Lodge Site Plan meets the design standards from the development agreements, including but not limited to:

- A lodge is a permitted use in the C & D Planning Areas.
- All buildings shall be designed with consideration given to the mountain community home styles and shall be appropriate for the climate.
- The lodge is considered a “Mixed-Use” and as such it has no required setback restrictions.
- Design complex building forms with, overhangs, porches and varied skylines.
- Use brackets and overhangs to intercept sunlight and encourage building shadowing articulation where significant amounts of glass are used. Windows and doors should relate to the structural expression of the building.
- Glazing should avoid large amounts of reflective window planes without suitable overhangs or other articulation.
- Building Height. No portion of any building shall exceed ninety feet (90’) in height except for chimneys, lightning rods, elevator core, utility stacks, photovoltaic panels.
- Roofs. Avoid large, unbroken expanse of single pitched roofs and to reduce reflection.
- Roof surfaces should be covered with composite shake or natural or synthetic slate tiles, or metal that is patinaed or patinaed with low sheen paints.

- Roof pitches are from 0.25:12 to 12:12.
- A hip, gable, flat, low slope or shed roof configuration may be appropriate.
- Exterior color schemes shall reflect the natural earth tones of the surrounding landscape.
- Break up building facades with projections, recesses, piers, textured materials, trim and other architectural details to avoid a bulky or “box-like” appearance.
- Use brackets and overhangs to intercept sunlight and encourage building shadowing articulation where significant amounts of glass are used. Windows and doors should relate to the structural expression of the building.
- Glazing should avoid large amounts of reflective window planes without suitable overhangs or other articulation.
- All parking and drive lanes shall be paved with concrete, asphalt or permeable paver.
- Parking lot standards are determined to not be applicable given that this is a private community.
- A minimum of 30 feet adjacent to the lodge is considered defensible space (non-fire-resistive vegetation or growth is removed). The Site Plan uses approved plant species from the development agreements including trees, shrubs, perennials/ground covers, and grasses.

DISCUSSION:

Staff has reviewed the proposed Oaks Lodge site plan with the two WPR development agreements and finds the site plan compatible with the design standards in the original and amended development agreements.

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Engineering: No comments

Utility Companies: All required will-serve letters on file

Recommended Motions

Motion for a *Positive Recommendation of Approval* – “I move we approve the WPR Oaks Lodge Site Plan, application number 26.008, allowing for the proposed Oaks Lodge located at 5946 W. Oaks Lodge Lane in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated July 7, 2026.”

Motion for a *Positive Recommendation of Approval with Conditions* – “I move we approve the WPR Oaks Lodge Site Plan, application number 26.008, allowing for the proposed Oaks Lodge located at 5946 W. Oaks Lane in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated July 7, 2026, and with the following conditions:”

1. *List any additional findings and conditions...*

Motion for a *Recommendation of Denial* – “I move we deny the WPR Oaks Lodge Site Plan, application number 26.008, not allowing for the proposed Oaks Lodge located at 5946 W. Oaks Lane in unincorporated Morgan County, *due to the following findings:*”

1. *List any additional findings and conditions...*

SUPPORTING INFORMATION

Attachment A: Vicinity Map

Attachment B: Proposed Site Plan

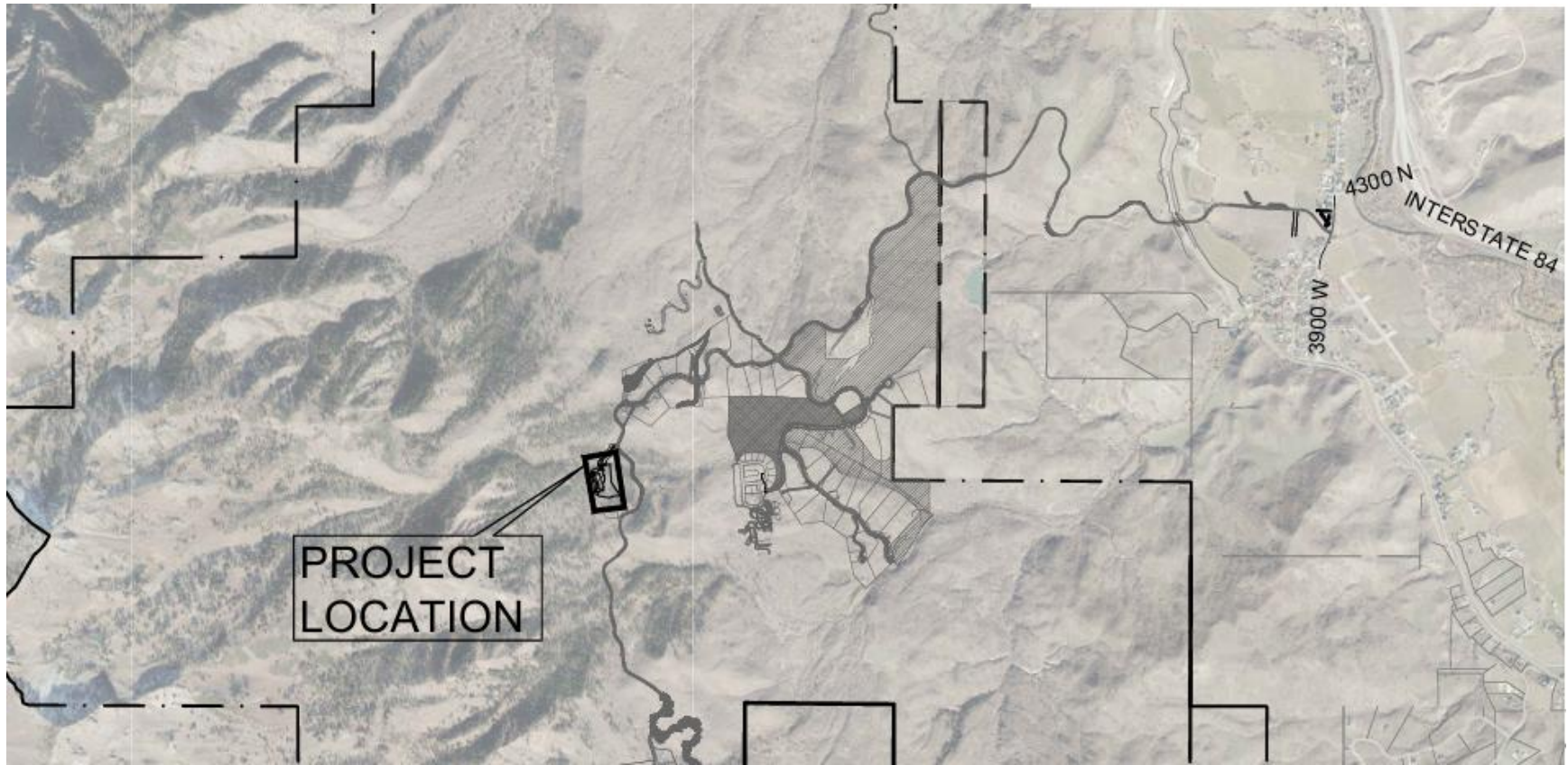
Attachment C: Landscape Green Roof Plan

Attachment D: Building Elevations & Materials

Attachment E: Photometrics Plan

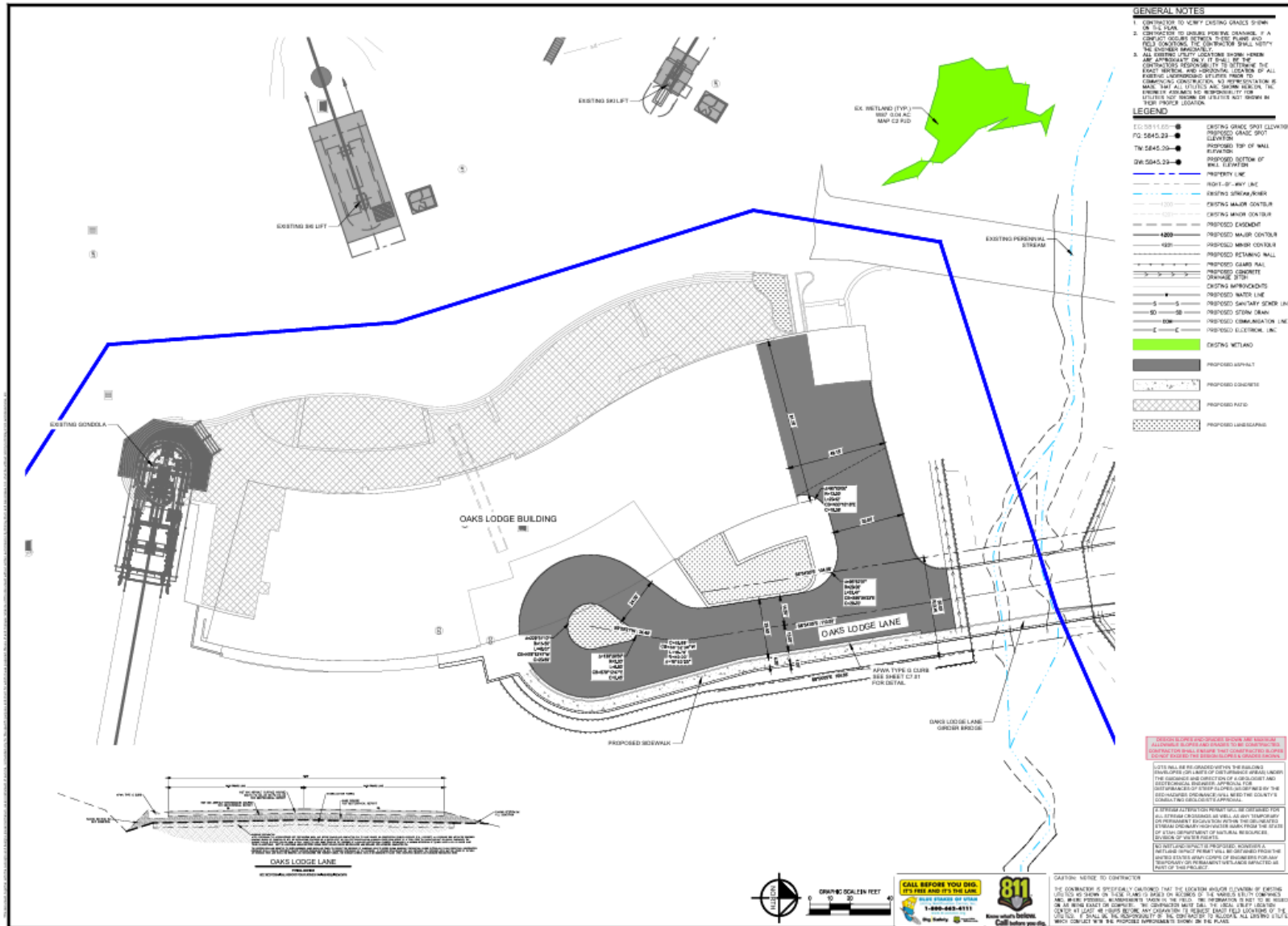
Attachment F: Applicant Narrative

Attachment A: Vicinity Map



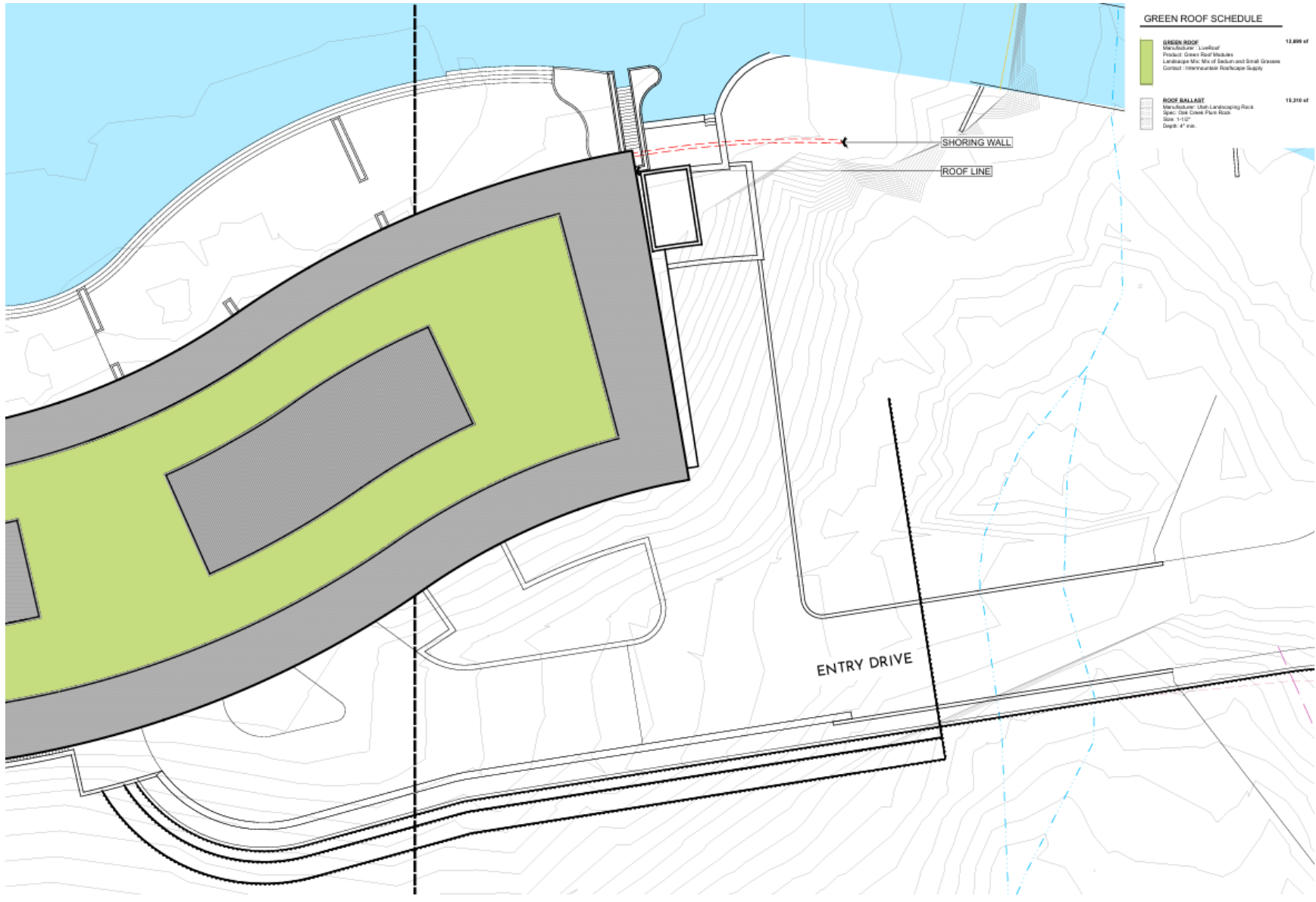
[Click here for the full set of the WPR Oaks Lodge Site Plan](#)

Attachment B: Proposed Site Plan



[Click here to view a full-size .pdf version of full set of Landscape Plans](#)

Attachment C: Landscape Green Roof Plan



[Click here to view a full-size .pdf version of the Elevations & Area Plans](#)

Attachment D: Building Elevations & Materials

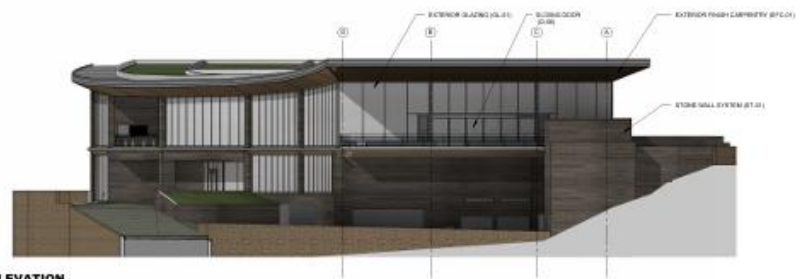
MATERIAL LEGEND	
STONE WALL SYSTEM	PAVER SYSTEM
<ul style="list-style-type: none"> ST-01 STONE WALL SYSTEM ROOF TERRACE ROOF: BRICK/CLAY TERRAZZO 2" FINISH 1/2" L.F. JOINT LOCATION: L1, L2, L3 	<ul style="list-style-type: none"> PAV-01 TYPE STONE PAVES FINISH: 1/2" ROOF: 1/2" J.F. IF SPECIAL LOCATION: ROOF TERRAZZO
SLATED ALUMINUM FRAMING SYSTEM	GLAZING AND PANELING
<ul style="list-style-type: none"> SAPF-01 THERMOCLUSTAL WALL 6" x 11" FINISH ROOF: 1/2" FINISH ROOF: 1/2" FINISH ROOF: 1/2" FINISH LOCATION: L1, L2 	<ul style="list-style-type: none"> GR-01 TYPE GLASS GLAZING FINISH: 1/2" ROOF: 1/2" FINISH LOCATION: ROOF TERRAZZO
<ul style="list-style-type: none"> SAPF-02 THERMOCLUSTAL WALL 6" x 11" FINISH ROOF: 1/2" FINISH ROOF: 1/2" FINISH ROOF: 1/2" FINISH LOCATION: L1, L2, L3 	HIGH-PERFORMANCE INSULATED GLAZING
	<ul style="list-style-type: none"> IG-01 FINISH: 1/2" FINISH LOCATION: ROOF TERRAZZO
EXTERIOR FINISH SYSTEM	ROOF SYSTEMS
<ul style="list-style-type: none"> EX-01 TYPE: 1/2" FINISH LOCATION: L1, L2, L3 	<ul style="list-style-type: none"> RS-01 TYPE: 1/2" FINISH LOCATION: ROOF TERRAZZO
EXTERIOR GLAZING	EXTERIOR DOORS
<ul style="list-style-type: none"> GL-01 TYPE: 1/2" FINISH LOCATION: L1, L2, L3 	<ul style="list-style-type: none"> DO-01 TYPE: 1/2" FINISH LOCATION: ROOF TERRAZZO
EXTERIOR FINISH CARPETING	
<ul style="list-style-type: none"> FC-01 TYPE: 1/2" FINISH LOCATION: ROOF TERRAZZO 	
ROOF FINISH	
<ul style="list-style-type: none"> RF-01 TYPE: 1/2" FINISH LOCATION: ROOF TERRAZZO 	
ALUMINUM COMPOSITE METAL PANEL	
<ul style="list-style-type: none"> AMP-01 TYPE: 1/2" FINISH LOCATION: ROOF TERRAZZO 	
WHITE METAL SKIN	
<ul style="list-style-type: none"> MS-01 TYPE: 1/2" FINISH LOCATION: ROOF TERRAZZO 	

02 WEST - ELEVATION
1/8" = 1'-0"

01 EAST - ELEVATION
1/8" = 1'-0"

MATERIAL LEGEND

STONE WALL SYSTEM	FLAME SYSTEM
<p>STW1 STONE WALL SYSTEM MOD. STONE & BRICK WITH SOLID SYSTEM 2.5" WEAR & TEAR LOCATION: 1.1, 1.2, 1.3</p>	<p>FLM1 TYPE STONE FLAME PATTERNS: T10 FINISH: T10 MOD. BRICKNO. 1, 1.2, 1.3 LOCATION: 100 BRICK TERRACE</p>
GLAZED ALUMINUM FRAMING SYSTEM	SHAKESHALE AND FINISH
<p>GLF01 TAPER CURTAIN WALL 8" x 11" MULLION 10' x 10' BALCONY/CAFÉ EXTENSION MOD. LINE GL. THERM-BY FINISH: F10 EXTERIOR CAP: CAP 01 INTERIOR WELD LOCATION: 1.1, 1.2</p> <p>GLF02 TAPER CURTAIN WALL 8" x 11" MULLION 10' x 10' BALCONY/CAFÉ EXTENSION MOD. LINE GL. THERM-BY FINISH: F10 EXTERIOR CAP: CAP 01 INTERIOR WELD LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>	<p>SHF01 TYPE 3.5" SHAKESHALE FINISH: SHF 01 MOD. T10 LOCATION: 100 BRICK TERRACE</p>
INTERIOR INSULATED WALL SYSTEM	NON-PERFORMANCE DRIVING COATINGS
<p>IWS1 1.5" MINERAL WOOL INSULATION 2.0" POLYURETHANE FOAM INSULATION 1.5" GYPSUM BOARD LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>	<p>AMP 01 FINISH BRIDGE ACCESSORY</p>
EXTERIOR GLAZING	ROOF SYSTEMS
<p>GL 01 TYPE 1.5" POLYURETHANE INSULATED GLAZING UNIT MOD. W1000 LOCATION: 1.1, 1.2, 1.3</p>	<p>RUF 01 TYPE 1.5" POLYURETHANE ROOF LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p> <p>RUF 02 TYPE 1.5" POLYURETHANE ROOF WITH EPS LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p> <p>RUF 03 TYPE 1.5" METAL ROOF MOD. CURVE LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>
EXTERIOR FINISH CABINETRY	EXTERIOR DOORS
<p>EFC 01 LAMINATE VENEER MOD. 1" WOOD-GRAIN LAMINATE VENEER FINISH: CUSTOM STAIN TO MATCH WOOD MOD. 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>	<p>D 01 TYPE 1.5" ALUMINUM GLAZED DOOR MOD. COORDINATE WITH HIGH PERFORMANCE DOOR LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p> <p>D 02 TYPE 1.5" ALUMINUM GLAZED DOOR MOD. COORDINATE WITH HIGH PERFORMANCE DOOR LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p> <p>D 03 TYPE 1.5" ALUMINUM GLAZED DOOR MOD. COORDINATE WITH HIGH PERFORMANCE DOOR LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>
WOOD FINISH	
<p>WFD 01 FINISH WHITE OAK OR STAIN TO MATCH LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>	
ALUMINUM COMPOSITE METAL PANELS	
<p>AMP 01 PANEL COLOR: T10 PANEL: 1.5" ALUMINUM COMPOSITE METAL PANELS FINISH: 1.5" ALUMINUM COMPOSITE METAL PANELS LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>	
WHITE METAL SCREEN	
<p>MS 01 MOD. CUSTOM FABRICATION FROM METAL SCREEN LOCATION: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0</p>	



02 NORTH - ELEVATION
11/17/20



01 SOUTH - ELEVATION
11/17/20

12/28/2020

[Please](#) click here to view full-size Photometrics Plan.

Attachment E: Photometrics Plan



Attachment F: Applicant Narrative

Date: February 26, 2026

To: Joshua Cook

Morgan County Planning & Development Director

48 West Young Street

Morgan, Ut 84050

From: Brian Nestoroff

Subject: Wasatch Peaks Ranch – Oaks Lodge Site Plan Application

The intent of this memorandum is to provide pertinent information for the submittal of a Site Plan application for “Oaks Lodge” within the North Village area of Wasatch Peaks Ranch (WPR). The plans include one building with parking, hardscaping, landscaping, utilities, and associated Driveway.

WPR plans to start this development in the spring of 2026 and complete all improvements and occupy the facility by the end of 2028.

- Grading: Start: April 2026; Completion: May 2026.
- Foundation: Start: May 2026; Completion: November 2026.
- Vertical Construction: Start: November 2026; Completion December 2028.
- Utilities: Start: April: 2027; Completion: July 2027.
- Landscaping & Hardscape: Start: June 2027; Completion December 2028.
- Occupancy: December 2028.

The total estimate shows a total construction cost of \$63,497,000.00 for grading, utilities, structure, hardscaping, and landscaping. These costs will be paid directly by WPR without financing.

- Grading: \$2,000,000.00
- Utilities: \$6,000,000.00
- Structure: \$54,897,000.00
- Hardscape: \$350,000.00
- Landscape: \$250,000.00

This facility was included in the WPR Development Agreement (DA), which was approved by the County on October 30, 2019, with an Amendment approved on October 1, 2021. WPR DA: <https://wprdev.egnyte.com/dl/kVCGKCVPyBQb> WPR DA Amendment #1: <https://wprdev.egnyte.com/dl/FVftVgcHGckY>

Specifically, the “Permitted Uses” table (Exhibit C) calls out accessory buildings as uses customarily applicable to skiing & skiing infrastructure and therefore permitted.

As part of this submittal, the following documents are included as required by the County of Morgan Site Plan Application:

Attached Reports & Documents

- Wildland Urban Interface – The DA has established fire management requirements including sprinklers in all community buildings.
- Geologic Hazards Area - Geologic Hazards & Geotechnical Report for Oaks Lodge - Lagan & Associates, dated 1/9/2026.
- Preliminary Title Report – Cottonwood Title, dated February 26, 2026.
- Utility Will Serve – Wasatch Peaks Ranch Utility District, dated January 29, 2026.
- Protective Covenants – The ski lodge is a community amenity and regulated by the previous recorded Master Declaration.
- Water Discharge Standards – Kimley Horn & Associates drainage plans and calculations, dated February 2026.
- Site, Grading, Engineering, & Parking Plans – Kimley Horn & Associates, dated February 20, 2026.
- Fire Hazards Assessment – WPR Fire Management Plan (current), dated 4/27/2022
- Landscape Plans – LDG & Associates, dated February 19, 2026.
- Flood Zone – WPR is exempt from flood hazards, and the applicable flood panel #'s are included within the platting plans.
- Agricultural Impact Analysis – An Agricultural Impact Analysis is not required for WPR because the property was never farmed, there are no agricultural open space easements within the plat, and the land isn't contiguous to an adopted agricultural preservation area.
- Wetlands/Sensitive Habitat – The Oaks Lodge has been designed to avoid impacts to existing wetland habitat and there are no sensitive species listed within the boundaries of the project.

Utility Services - Road, fire, water, and sewer services are provided through private improvement districts, service letters are provided. Electrical is provided through Rocky Mountain Power and telephone/internet services are provided by

All West. Copies of both service agreements are included. Natural gas will be supplied through a propane service provider. Trash service will be centrally located/controlled by member services.

Neighboring Impacts – WPR has engaged with the surrounding community and considered potential impacts to neighboring properties. Existing irrigation ditches are being maintained to neighbors while property lines near neighbors have been setback in order to have the WPR association interact with neighbors versus individual homeowners.

Wasatch Peaks Ranch would like to thank Morgan County for their continued support over many years and for being a resource as this application package was prepared. The complexities of this project cannot be solved without this support. Wasatch Peaks Ranch is excited to work alongside the County to deliver an iconic and successful project.



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: (435) 800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

Commission Meeting Date: 07/07/26 Time Requested: 10 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – *PEAKS Plat Amendment #1*: request for approval of plat amendment #1 for the PEAKS.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

PUBLIC HEARING
PUBLIC MEETING

<input type="checkbox"/>
<input checked="" type="checkbox"/>



**COUNTY COMMISSION
STAFF REPORT**

Amended Plat
July 7, 2026

25.060 Peaks 1st Amendment
Public Meeting
File #25.060

Applicant: Blair Gardner

Property Address: 5360 W. Old Highway Road in Mountain Green, UT 84050

Area: 13,338 sq. ft. or 0.306 acres

General Plan Land Use Designation: Town Center (TC)

Zoning District: Multiple-family Residential District (RM-15)

REQUEST: Amend units 1 to 15 of the Peaks by moving the property lines to be in-line with the foundations. (The foundations for these 15 units were moved from the original townhome plat dimensions.)

PLANNING COMMISSION RECOMMENDATION

On June 25th, the Planning Commission recommended approval:

Member Taylor moved to recommend approval to the County Commission to adjust property lines of 15 townhome units located on Jeeder Drive and Old Highway Road based on the findings and with the conditions listed in the staff report dated June 25th 2026. Second by Member King. Motion carried unanimously.

STAFF RECOMMENDATION: County Staff has reviewed the plans for the Peaks 1st Amendment. Staff recommends approval of the requested amended plat based on the conditions listed below:

Findings:

1. That the proposal is not detrimental to the health, safety, and welfare of the public.
2. That the amended plat meets all setback requirements.

Conditions:

1. That all outsourced consultant fees are paid current prior to final plat recordation.
2. That all other local, state, and federal laws are adhered to.
3. The developer shall install any and all requisite infrastructure, including roadways, and utilities, etc.

4. That all outstanding comments from the County Surveyor and County Recorder are addressed, and a final title report is submitted prior to final plat recordation.
5. Upon recordation date, all owners of record sign and their signatures are acknowledged.

PROJECT DESCRIPTION:

Proposal Details

This request is to amend units 1 thru 15 of the Peaks so that the plat is in-line with the foundations.

The area of the amended plat consists of 13,338 sq. ft. or 0.306 acres. There are four (4) townhome buildings for the 15 total units, with buildings containing between three (3) to four (4) units per building. The 15 units are located on Jeeder Drive – a private road at 5360 W. Old Highway Road. The development is located west of the Old Highway Road and Trapper’s Loop Intersection in Mountain Green. Jeeder Drive connects directly to W Old Hwy Rd south of the subdivision.

DISCUSSION:

The Ostler family owned the property for many years, but sold it to Xpert Enterprises, LLC in 2022. Approval for the Ostler rezoning occurred in 2022 (Ord. No. CO-22-17). The current zoning is RM-15 and lies within the Town Center General Plan land use designation. MCC § 155.105 Purpose defines RM-15 as, “To provide areas for medium high residential density with the opportunity for varied housing styles and character.” Townhouses on this property are a permitted use within the RM-15 zone.

Access to the property is from Old Highway Road to the south. Topography is relatively flat from West Old Highway Road to the back part of the property, except where it inclines in a southeast to northwest direction near the property line that borders the cemetery. The final plat requirements come from Morgan County’s Land Use Management Code, Title XV, 155.412 through 155.424. Staff has reviewed the requirements and procedures for a final plat and have found that the application request meets the standards with the conditions of approval.

155.412: FINAL PLAT; PURPOSE:

The purpose of the final plat is to require formal approval by the County Council before a subdivision plat is recorded in the office of the Morgan County Recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010; amd. Ord. CO-19-09, 10-15-2019)

155.419: REVIEW BY THE COUNTY COUNCIL:

Within a reasonable time following the recommended approval of the final plat by the Zoning Administrator, the final plat shall be submitted to the County Council for its review and consideration. The County Council shall not be bound by the recommendations of the Zoning Administrator and may set its own conditions and requirements consistent with this title. If the County Council determines that the final plat is in conformity with the requirements of this title, other applicable ordinances, and that the County Council is satisfied with the final plat of the subdivision, it shall approve the final plat. If the County Council determines that the final plat is not in conformity with this title or other applicable ordinances, it shall disapprove the final plat specifying the reasons for such disapproval. No final plat shall have any force or effect unless the same has been approved by the County Council and signed by the County Council Chairperson and the County Clerk. Best efforts shall be made by staff to notify the Planning Commission of final decisions of the County Council. (Ord. 10-16, 12-14-2010; amd. Ord. CO-19-09, 10-15-2019)

ANALYSIS OF STANDARDS

Standards	Findings	Rationale
<p>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-29 states the following:</p> <p><i>155.412: FINAL PLAT; PURPOSE:</i></p> <p><i>The purpose of the final plat is to require formal approval by the county council before a subdivision plat is recorded in the office of the Morgan County recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010)</i></p>		
<p>155.414: OTHER REQUIRED INFORMATION:</p> <p><i>A. Final storm drainage plans and erosion control plans with final hydraulic and hydrologic storm drainage calculations, water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to</i></p>		

<p>offsite facilities, and off site drainage facilities planned to accommodate the project drainage, and any other drainage information required by the county engineer in order to demonstrate mitigation of potential harmful impact.</p> <p>B. Construction drawings which show existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements and the location of all utilities, and shall meet all county standards and specifications. All construction drawings shall have the designing engineer's Utah state license seal, date and signature stamped on all submitted sheets. (Ord. 12-09, 9-18-2012)</p>			
<p>155.415: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:</p>			
A	<p>The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.</p>	Complies	
B	<p>The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.</p>	Complies	
C	<p>The plat shall contain a north arrow and scale of the drawing and the date.</p>	Complies	
D	<p>Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.</p> <p>1. A signature on the plat by a service provider shall be a commitment to provide the respective service to the lots created pursuant to the plat.</p>	Will comply	<p>Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Commission recommend changes to the plat.</p>
E	<p>An accurate and complete survey, which conforms to Utah state law.</p>	Complies	<p>The survey has been completed.</p>
F	<p>Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.</p>	Complies	
G	<p>The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the</p>	Complies	

	Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.		
H	All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.	Complies	
I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat: 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor.	Complies	
N	The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate: 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: OWNERS DEDICATION Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused	Complies	

	<p><i>said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 20 .</i></p> <p><i>(Add appropriate acknowledgments)</i></p> <ol style="list-style-type: none"> 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor. 7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat. 8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards. 9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county. 		
O	<p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p>	Does Not Apply	
P	<p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p>	Complies	

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Highlands Water Company: Approved

Mountain Green Sewer Improvement District: No Comments Received

Planner: Approved

Surveyor: Approved

Recorder: Comments have been received

Recommended Motions

Motion for Approval – “I move we approve the Peaks 1st Amendment, application #25.060, adjusting the property lines of 15 townhome units, located along Jeeder Drive at 5360 W. Old Highway Road in Mountain Green in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated July 7, 2026.”

Motion for Approval with Conditions – “I move we approve the Peaks 1st Amendment, application #25.060, adjusting the property lines of 15 townhome units, located along Jeeder Drive at 5360 W. Old Highway Road in Mountain Green in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated July 7, 2026, with the following additional conditions:”

1. *List any additional findings and conditions...*

Motion for Denial – “I move we deny the Peaks 1st Amendment, application #25.060, adjusting the property lines of 15 townhome units, located along Jeeder Drive at 5360 W. Old Highway Road in Mountain Green in unincorporated Morgan Count, *due to the following findings:*”

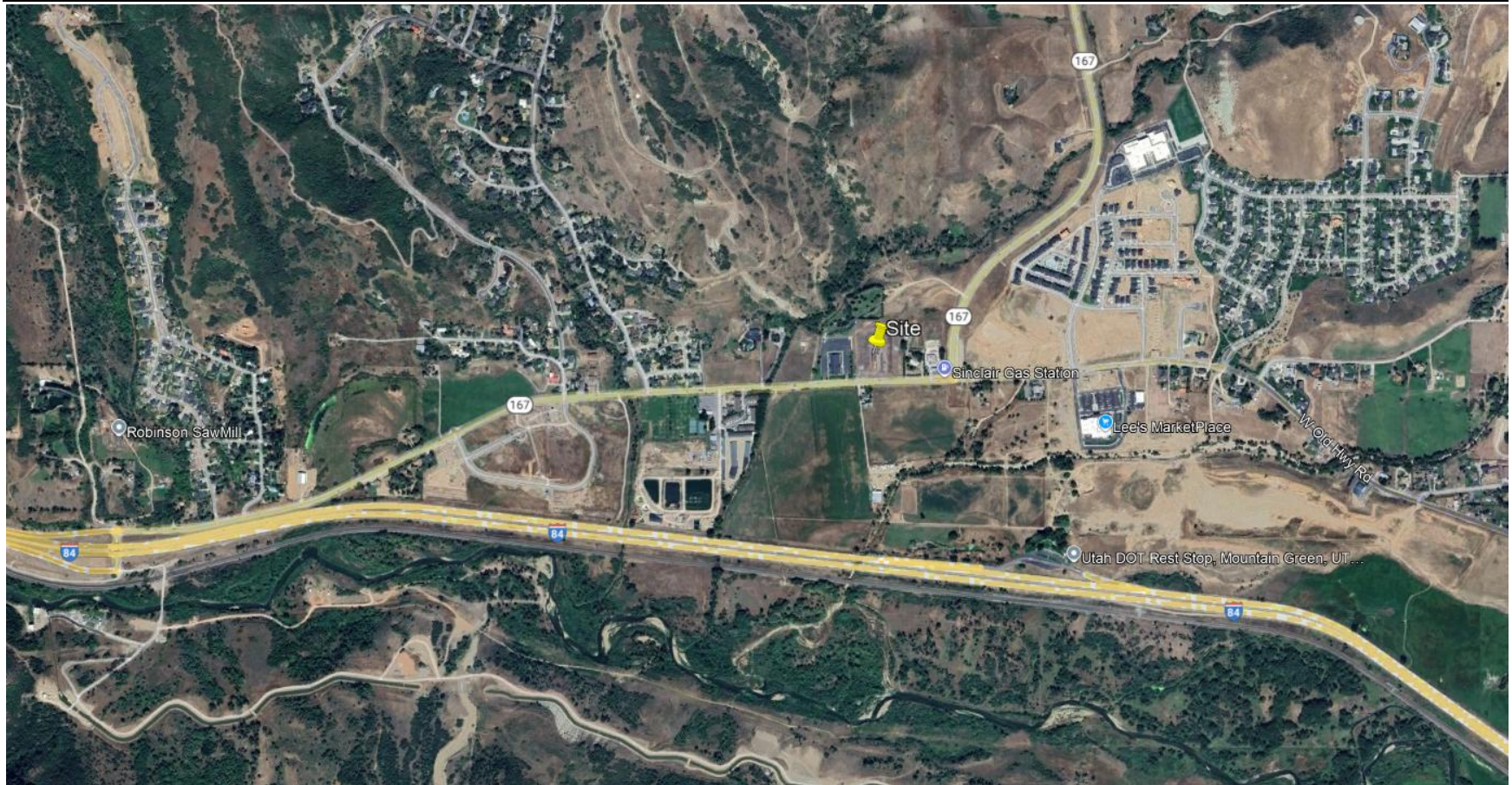
Attachment A: Vicinity Map

Attachment B: Existing Zoning Map

Attachment C: Final Plat

Attachment D: Application

Attachment A: Vicinity Map

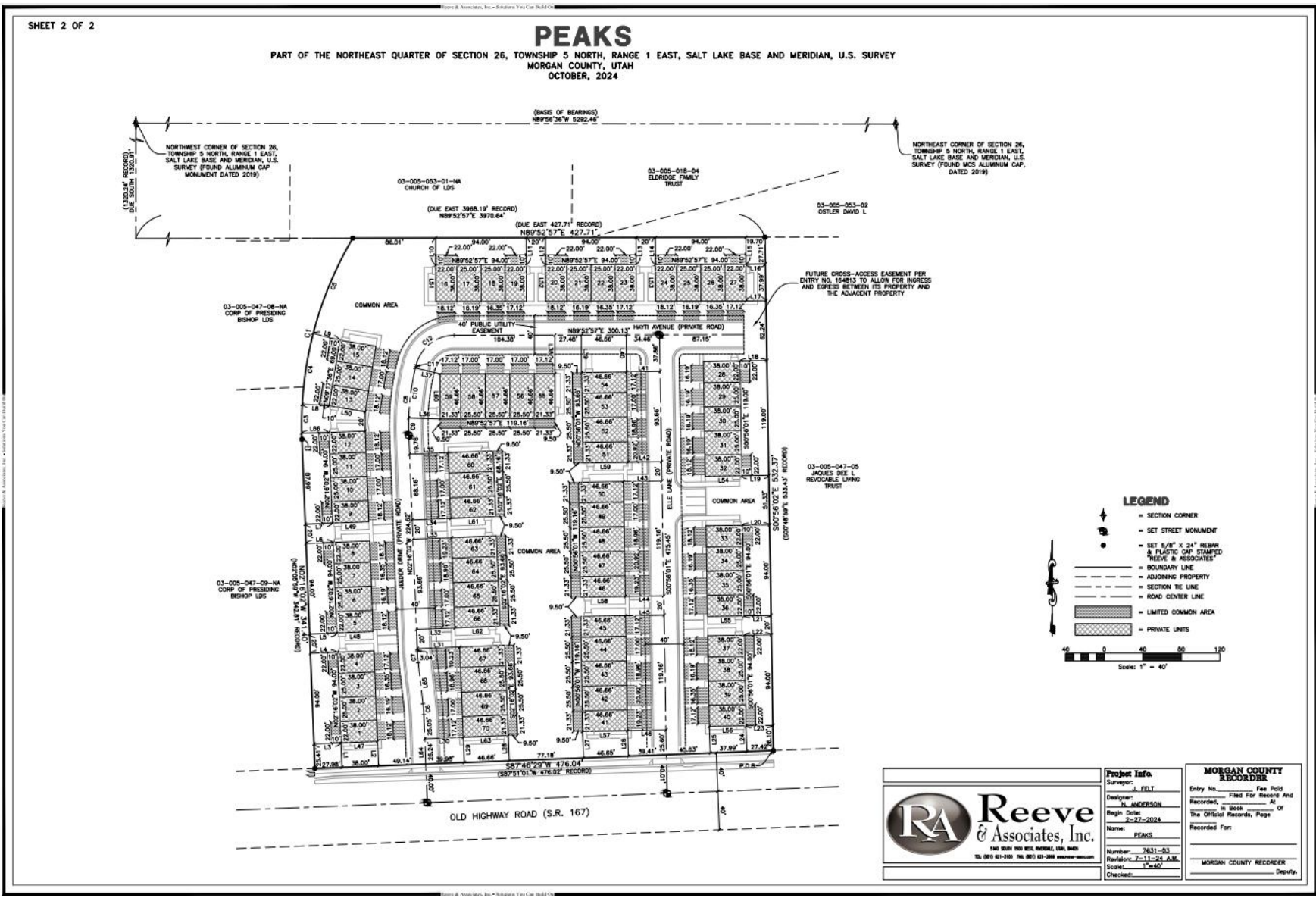


Attachment B: Existing Zoning Map



[Click here to view a full-size .pdf version of the Final Plat Drawings](#)

Attachment C: Original Final Plat



Peaks 1st Amendment
July 7, 2026
Application #25.060

Attachment D: Peaks 1st Amendment

[Click here to view a full-size .pdf version of the Peaks 1st](#)

SHEET 1 OF 1
RECORD OF SURVEY NO. 9031145

PEAKS 1ST AMENDMENT

AMENDING UNITS 1-15 OF PEAKS
PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, S.L.B.&M., U.S. SURVEY
MORGAN COUNTY, UTAH
APRIL, 2026

LEGEND

- SECTION CORNER
- BOUNDARY LINE
- ADJOINING PROPERTY
- SECTION TIE LINE
- ROAD CENTER LINE
- LIMITED COMMON AREA
- PRIVATE UNITS
- GENERAL LOCATION OF PRIVATE UNITS

BOUNDARY DESCRIPTION
ALL OF UNITS 1-15 OF PEAKS BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, CONTAINING 1.3,338 S.F. OR 0.3038 ACRES.

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS NORTH 89°58'26" WEST.

NARRATIVE
THE PURPOSE OF THIS PLAT IS TO AMEND UNITS 1-15 OF PEAKS SUBDIVISION AS SHOWN HEREON. BOUNDARIES OF THE PARCELS WERE ESTABLISHED BY INFORMATION OF RECORD AND FOUND EVIDENCE OF OCCUPATION ON THIS DATE.

NOTE
MORGAN COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITH DEVELOPMENT AS OUTLINED IN THE APPLICABLE BUILDING AND FIRE CODES. IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE COUNTY.

IN ACCORDANCE WITH SECTION 702 OF THE ANNOTATED AND RESTATED REVISIONS (ENR-840) AS OF OCTOBER 4, 2024 AND RECORDED AS ENTRY NO. 10010 IN BK 414 PG 826, THE FOLLOWING CONSTITUTES THE PLAT NOTE ALSO BEING THE ASSIGNMENTS AMONG THE TITLE OWNERS:

UNIT NUMBER	SEAS	ASSESSMENT
71	1.00	41,428.37
72	1.00	41,428.37
73	1.00	41,428.37
74	1.00	41,428.37
75	1.00	41,428.37
76	1.00	41,428.37
77	1.00	41,428.37
78	1.00	41,428.37
79	1.00	41,428.37
80	1.00	41,428.37
81	1.00	41,428.37
82	1.00	41,428.37
83	1.00	41,428.37
84	1.00	41,428.37
85	1.00	41,428.37

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
01	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
02	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
03	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
04	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
05	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
06	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
07	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
08	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
09	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
10	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
11	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
12	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
13	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
14	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"
15	182.00	102.56	101.70	31.25	269°57'30"	104°21'10"

UNIT AREA AND ADDRESS TABLE

UNIT	SEAS	ADDRESS
71	8.96	5423 N. ALLEN ST.
72	8.96	5423 N. ALLEN ST.
73	8.96	5423 N. ALLEN ST.
74	8.96	5423 N. ALLEN ST.
75	8.96	5423 N. ALLEN ST.
76	8.96	5423 N. ALLEN ST.
77	8.96	5423 N. ALLEN ST.
78	8.96	5423 N. ALLEN ST.
79	8.96	5423 N. ALLEN ST.
80	8.96	5423 N. ALLEN ST.
81	8.96	5423 N. ALLEN ST.
82	8.96	5423 N. ALLEN ST.
83	8.96	5423 N. ALLEN ST.
84	8.96	5423 N. ALLEN ST.
85	8.96	5423 N. ALLEN ST.

LIMITED COMMON AREA TABLE

UNIT	SEAS	AREA
71	2.24	2.24
72	2.24	2.24
73	2.24	2.24
74	2.24	2.24
75	2.24	2.24
76	2.24	2.24
77	2.24	2.24
78	2.24	2.24
79	2.24	2.24
80	2.24	2.24
81	2.24	2.24
82	2.24	2.24
83	2.24	2.24
84	2.24	2.24
85	2.24	2.24

LINE TABLE

LINE	SEAS	CONVEYANCE
1	N 89°58'26" W	27.28
2	N 89°58'26" W	27.28
3	N 89°58'26" W	27.28
4	N 89°58'26" W	27.28
5	N 89°58'26" W	27.28
6	N 89°58'26" W	27.28
7	N 89°58'26" W	27.28
8	N 89°58'26" W	27.28
9	N 89°58'26" W	27.28
10	N 89°58'26" W	27.28
11	N 89°58'26" W	27.28
12	N 89°58'26" W	27.28
13	N 89°58'26" W	27.28
14	N 89°58'26" W	27.28
15	N 89°58'26" W	27.28
16	N 89°58'26" W	27.28
17	N 89°58'26" W	27.28
18	N 89°58'26" W	27.28
19	N 89°58'26" W	27.28
20	N 89°58'26" W	27.28
21	N 89°58'26" W	27.28
22	N 89°58'26" W	27.28
23	N 89°58'26" W	27.28
24	N 89°58'26" W	27.28
25	N 89°58'26" W	27.28
26	N 89°58'26" W	27.28
27	N 89°58'26" W	27.28
28	N 89°58'26" W	27.28
29	N 89°58'26" W	27.28
30	N 89°58'26" W	27.28
31	N 89°58'26" W	27.28
32	N 89°58'26" W	27.28
33	N 89°58'26" W	27.28
34	N 89°58'26" W	27.28
35	N 89°58'26" W	27.28
36	N 89°58'26" W	27.28
37	N 89°58'26" W	27.28
38	N 89°58'26" W	27.28
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52	N 89°58'26" W	27.28
53	N 89°58'26" W	27.28
54	N 89°58'26" W	27.28
55	N 89°58'26" W	27.28
56	N 89°58'26" W	27.28
57	N 89°58'26" W	27.28
58	N 89°58'26" W	27.28
59	N 89°58'26" W	27.28
60	N 89°58'26" W	27.28
61	N 89°58'26" W	27.28
62	N 89°58'26" W	27.28
63	N 89°58'26" W	27.28
64	N 89°58'26" W	27.28
65	N 89°58'26" W	27.28
66	N 89°58'26" W	27.28
67	N 89°58'26" W	27.28
68	N 89°58'26" W	27.28
69	N 89°58'26" W	27.28
70	N 89°58'26" W	27.28

SUBDIVISOR'S CERTIFICATE

I, JASON T. FOLT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 88, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 2-2-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF PEAKS 1ST AMENDMENT IN MORGAN COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE UNDESIGNED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN UTAH CODES COMPILED FROM RECORDS IN THE MORGAN COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF MORGAN COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

RECORDS
UTAH LICENSE NUMBER: JASON T. FOLT

OWNERS DEDICATION AND CERTIFICATION

I KNOW TO ALL MEN BY THESE PRESENTS THAT THE UNDESIGNED CONVEYANCE OF THE ABOVE DESCRIBED TRACT OF LANDS BEING CALLED SAID TRACT TO BE SUBDIVIDED INTO PRIVATE UNITS, LIMITED COMMON AREA AND COMMON AREA TO BE HEREAFTER KNOWN AS PEAKS 1ST AMENDMENT, AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENTS TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITIES AND TO HEREBY CONVEY THE COMMON AREA TO THE PRIVATE UNITS IDENTIFIED AS UNITS 1-15 ON PEAKS RECORDED 8/15/2025 IN BK 419 PG 1256 & 1984 IS HEREBY ACKNOWLEDGED AS SET FORTH ON THE ANNOTATED PLAT, WITHOUT CREATING NEW UNITS OR CHANGING THE COMMON AREA AS DEPICTED ON THIS ANNOTATED PLAT TO PEAKS TOWNSHIPS ASSOCIATION (PTA) AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED 8/14/2026 IN BK 423 PG 1167 & 16074. DECLARANT HEREBY REPRESENTS ALL OWNERS IN ACCEPTING THE COMMON AREA OF THE COMMON PLAT AND CONVEYING THE COMMON AREA AS DEPICTED ON THIS ANNOTATED PLAT TO PEAKS TOWNSHIPS ASSOCIATION (PTA) BK 402, DRAWER, UT 842025 TO BE OWNED AND MAINTAINED BY THE SAME.

SIGNED THIS _____ DAY OF _____, 20____.

PEAKS TOWNSHIPS, LLC. RESEN RANCH, LLC (OWNER, UNIT 5)
PTA BUILDING MANAGER NAME/TITLE
DECLARANT/OWNER
PEAKS TOWNSHIPS ASSOCIATION SEAR GARDNER (OWNER, UNIT 15)
SEAR GARDNER
MOUNTAIN GREEN PROPERTY MANAGEMENT LLC MATTHEW L. PETERSON (OWNER, UNIT 8)
MATTHEW L. PETERSON

HIGHLANDS WATER COMPANY

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE HIGHLANDS WATER COMPANY, SIGNED THIS _____ DAY OF _____, 20____.

CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

MORGAN COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH THE COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

SIGNED THIS _____ DAY OF _____, 20____.

MORGAN COUNTY ENGINEER

MORGAN COUNTY COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DESCRIPTION OF STREETS AND OTHER PUBLIC WORKS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF MORGAN COUNTY, UTAH.

SIGNED THIS _____ DAY OF _____, 20____.

CLERK, MORGAN COUNTY COMMISSION

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CONSISTENCY, SECTION CORNER DATA, AND CONFORMANCE WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE MORGAN COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 20____.

MORGAN COUNTY SURVEYOR

MORGAN COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT, AND MY OPINION THEREON CONFORMS WITH THE COUNTY STANDARDS AND I HEREBY CERTIFY THAT THE PLAT IS TRUE AND CORRECT.

SIGNED THIS _____ DAY OF _____, 20____.

MORGAN COUNTY ATTORNEY

MOUNTAIN GREEN SEWER DISTRICT

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE MOUNTAIN GREEN SEWER DISTRICT.

SIGNED THIS _____ DAY OF _____, 20____.

MOUNTAIN GREEN SEWER DISTRICT

MORGAN COUNTY RECORDER

Entry No. _____ Fee Paid _____
Recorded: _____ Filed For Record and
in Book _____ of
The Official Records, Page _____
Received From: _____
MORGAN COUNTY RECORDER



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: (435) 800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

Commission Meeting Date: 07/07/26 Time Requested: 10 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – *Peterson Pipeline CUP Well #2*: request for approval of a Conditional Use Permit for a “Public facilities or public service facilities.”

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING



COUNTY COMMISSION STAFF REPORT

Conditional Use Permit
July 7, 2026

Peterson Pipeline Well CUP #2
Public Meeting
File #CUP 26.010

Applicant:	Matthew Harames
Owner:	Peterson Pipeline Association
Project Location:	Parcel A – Peterson Pipe Line (Approximately 4150 Mahogany Dr.)
Parcel Number:	00-0086-4042
Serial Numbers:	01-WHITE-A
Current Zoning:	Agriculture (A-20)
Acreage:	1.750 acres

REQUEST

A request for approval of a Conditional Use Permit (C3) that is required for “Public facilities or public service facilities,” on property identified by parcel number 00-0086-4072 and serial number 01-WHITE-A and approximately located at 4150 Mahogany Drive in unincorporated Morgan County.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered this item during their June 25, 2026 meeting. Staff, the applicant, and the Planning Commission discussed the noise/decibel rating of the proposed generator. The applicant stated that the 75-decibel limit (measured at seven meters) was included in the project specifications and would be required by the contractor.

The Planning Commission gave the following recommendation to the County Commission:

Member King motioned to recommend approval to the County Commission of the Conditional Use Permit for the Peterson Pipeline Well #2 house and facilities application # CUP26.001 to allow for a facility identified by parcel number 00-0086-4072 and serial number 01-WHITE-A and approximately located at 4150 Mahogany Drive in unincorporated Morgan County in the Peterson area based on findings and conditions in packet dated June 25th 2026. Second by Member Watt. Motion carried unanimously.

ATTORNEY GUIDANCE

Administrative Review: In an administrative land use decision, the sole question is whether the application complies with applicable County ordinances and standards. If it does, the application must be approved.

CONDITIONAL USE PERMITS (CUPs): Morgan County Code classifies land uses as follows:

- P (Permitted Use): Allowed by right if the application complies with applicable County ordinances and standards.
- C1 (Conditional Use Permit): Reviewed and approved by the Zoning Administrator.
- C2 (Conditional Use Permit): Reviewed and approved by the Planning Commission.
- C3 (Conditional Use Permit): Reviewed and approved by the County Commission.

A Conditional Use Permit is an administrative land use decision. The Planning Commission's role is not to determine whether it likes or dislikes the proposed use, but whether the application complies with applicable County ordinances and whether any reasonably anticipated detrimental effects can be substantially mitigated through reasonable conditions.

Conditional uses are presumed appropriate within the zoning district because the County Legislature has already determined, by adopting the zoning ordinance, that the use may be allowed in that zone, subject to compliance with applicable standards and conditions.

A CUP is not a discretionary policy decision. The question is whether the application complies with applicable standards and whether identified detrimental effects can be substantially mitigated. Under Utah Code § 17-79-506, a land use authority *shall* approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use.

Review Framework

When reviewing a CUP application:

1. Determine Ordinance Compliance
 - Confirm the application complies with all applicable County ordinances and standards.
2. Identify Reasonably Anticipated Detrimental Effects (RADEs)
 - Consider only detrimental effects supported by substantial evidence.
 - Speculation, generalized concerns, public opposition, or public clamor do not constitute substantial evidence.
3. Evaluate Mitigation
 - Determine whether reasonable conditions can substantially mitigate the identified detrimental effects.
 - Conditions should be related to the detrimental effect being addressed, within the County's authority, and reasonably proportionate to the impact.

- Conditions must reasonably relate to an identified detrimental effect and may not be imposed simply because they are preferred by the County or neighboring property owners.
- The law requires substantial mitigation of reasonably anticipated detrimental effects; it does not require elimination of all impacts.

Decision Standards

Approval

- A CUP must be approved if the application complies with applicable ordinances and any reasonably anticipated detrimental effects can be substantially mitigated through reasonable conditions.

Denial

- A CUP may be denied only when substantial evidence demonstrates that reasonably anticipated detrimental effects cannot be substantially mitigated through reasonable conditions.
- In exceptional circumstances, Utah courts have recognized that an otherwise compliant application may be denied where substantial evidence demonstrates that approval would seriously threaten public health, safety, or welfare. *See Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980).

Findings

The record should clearly identify:

- The applicable ordinance standards.
- Any reasonably anticipated detrimental effects supported by substantial evidence.
- Any conditions imposed and how they mitigate the identified effects.
- The evidence relied upon, not merely the conclusions reached.
- The basis for approval or denial.

Important Considerations

- Conditional use permits are administrative land use decisions, not discretionary policy decisions.
- Public support, opposition, or public clamor is not a legal basis for approval or denial and does not, by itself, constitute substantial evidence.
- Do not rely on speculation, assumptions, or unsupported concerns.
- Apply ordinance provisions consistently to all applicants.
- Conditions must be reasonably related to identified reasonably anticipated detrimental effects and supported by the record.
- Conditions run with the land and remain enforceable against future owners.

- The role of the Planning Commission and County Commission is to apply adopted ordinances, not create new standards during the review process.
- Personal preferences, policy concerns, or a desire for different requirements must be addressed legislatively through the adoption, amendment, or repeal of ordinances, not through review of an individual application.

RECOMMENDATION

Based on the information in this staff report, planning staff recommends that the Planning Commission recommend approval to the County Commission of the requested Conditional Use Permit (CUP) application for a “Public facilities or public service facilities” subject to all applicable regulations and the following conditions:

Conditions:

1. *That the property adheres to all other County, State, and Federal requirements.*
2. *That all structures shall be designed and planned according to the Morgan County and International Building Code (IBC) codes.*
3. *That all structures on site shall be constructed at least one (1) foot above the Base Flood Elevation.*

PROJECT DESCRIPTION

Staff has reviewed a Conditional Use Permit (CUP) application for a proposed “public service facility” on a 1.75-acre property located in Morgan County. A “public service facility” in the A-20 zone requires a Conditional Use Permit granted by the County Commission; it is a C3 level CUP. The project site is vacant except for a nonoperational well. The proposal is to build a well house around the well (Peterson Pipeline Well #2) and pour a 5’x7’ concrete pad for a transformer, an 11’x 6’ concrete pad for a generator, and supply a 1000 gallon propane tank. The result will be an operational well. The parcel is accessed through a right-of-way on an existing dirt road located off Mahogany Drive in the Peterson area. This right-of-way includes an 8” water line from the existing well to Mahogany Drive.

A flood plain permit (FL26.003) has been issued and reviewed by staff and the County Engineer.

Staff finds that the proposed CUP maintains compatibility with the surrounding area and the intent of the A-20 zoning district. The existing well is approximately 250 feet from the closest residence. The proposed well house will block generator noise to the closest residence.

The applicant addresses the noise of the generator:

The generator will be operational only for backup power and for regular maintenance, which will occur approximately a few hours once every three months. The generator will have a maximum operating decibel level at full rated load of 75 dBA at 7 meters from the generator. The existing well in this location is currently only a wellhead and is not operational, so there isn't currently a generator in this location. This project will fully equip the well and allow it to be operational.

Seventy-five (75) decibels (dB) is a moderately loud noise level, similar to a vacuum cleaner, dishwasher, or busy traffic, which can be tiring over time. While not instantly damaging, it is above the 70 dB threshold for safe, 24-hour exposure, making it noticeable and potentially disruptive if sustained, such as in an open office.

The entire site is within the flood plain so care needs to be taken to prevent damage or contamination of the well, as such some additional conditions could be imposed according to § 155.366(A) Conditional Uses:

- “ A. Conditions Relating To Safety For Persons And Property:*
- 1. Building elevations and grading plans which will prevent or minimize floodwater damage, where property may be subject to flooding.*
 - 2. The relocation, covering or fencing of irrigation ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property.*
 - 3. Increased setback distances from lot lines where the planning commission determines it to be necessary to ensure the public safety and to ensure compatibility with the intended characteristics of the district as outlined in this title.*
 - 4. Appropriate design, construction and location of structures, buildings and facilities in relation to any earthquake fault which may exist on the property, and limitations and/or restrictions on the use and/or location of uses due to special site conditions, including, but not limited to, geologically hazardous areas; floodplains; fault zones; landslide areas.*
 - 5. Limitations and control of the number, location, color, size, height, lighting and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards and appearance and harmony with adjacent development.*
 - 6. Plans for the location, arrangement and dimensions of truck loading and unloading facilities.*
 - 7. Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants and street lighting.*
 - 8. Reduction of permitted street grades for winter and storm conditions, or exposure.*
 - 9. Fences shall not create visual nor other safety hazards.*
 - 10. Backing movements, passing vehicles, sidewalk traffic, small children, etc., shall be considered in the location of fences and effects on circulation system.*
 - 11. Numbers and types of vehicles per time period associated with the conditional use activities.*
 - 12. Time of day and days of the week conditional use may operate.”*

Any conditions that staff or the Planning Commission come up with should aim to ensure that the well house, well, and supporting facilities need to be reasonably protected from flood damage, and the closest residents need to be reasonably mitigated from adverse noise.

CODE ANALYSIS

Standards		Findings	Rationale
<i>Ordinance Evaluation. Morgan County Code § 155.008 defines conditional use as the following:</i>			
<i>CONDITIONAL USE: A land use that, because of the unique characteristics or potential impact of the land use on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas, or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. (A development or land use application which requires a conditional use permit, pursuant to this chapter.)</i>			
155.366 (D) Conditions Relating To Safety For Persons And Property:			
1(a)	Building elevations and grading plans which will prevent or minimize floodwater damage, where property may be subject to flooding.	<i>Will Comply</i>	<i>Staff will review at the time of site plan and building permit.</i>
1(b)	The relocation, covering or fencing of irrigation ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property.	<i>N/A</i>	
1(c)	Increased setback distances from lot lines where the planning commission determines it to be necessary to ensure the public safety and to ensure compatibility with the intended characteristics of the district as outlined in this title.	<i>N/A</i>	
1(d)	Appropriate design, construction and location of structures, buildings and facilities in relation to any earthquake fault which may exist on the property, and limitations and/or restrictions on the use and/or location of uses due to special site conditions, including, but not limited to, geologically hazardous areas; floodplains; fault zones; landslide areas.	<i>Existing</i>	
1(e)	Limitations and control of the number, location, color, size, height, lighting and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards and appearance and harmony with adjacent development.	<i>N/A</i>	
1(f)	Plans for the location, arrangement and dimensions of truck loading and unloading facilities.	<i>N/A</i>	
1(g)	Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants and street lighting.	<i>Will Comply</i>	<i>Staff will review at the time of site plan and building permit.</i>
1(h)	Reduction of permitted street grades for winter and storm conditions, or exposure.	<i>N/A</i>	
1(i)	Fences shall not create visual nor other safety hazards.	<i>N/A</i>	
1(j)	Backing movements, passing vehicles, sidewalk traffic, small children, etc., shall be considered in the location of fences and effects on circulation system.	<i>N/A</i>	
1(k)	Numbers and types of vehicles per time period associated with the conditional use activities.	<i>Will Comply</i>	
1(l)	Time of day and days of the week conditional use may operate.	<i>Will Comply</i>	
155.366 (D) Conditions Relating To Health And Sanitation:			
2(a)	A guarantee of sufficient water to serve the intended land use and a water delivery system meeting standards adopted by the governing body.	<i>Will Comply</i>	
2(b)	A wastewater disposal system and a solid waste disposal system meeting standards adopted by the governing body.	<i>Will Comply</i>	
2(c)	Construction of water mains, sewer mains and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the district and to provide for an orderly development of land in the county.	<i>Will Comply</i>	
155.366 (D) Environmental Concerns:			

3(a)	Limitations and/or restrictions on the use and/or location of uses in sensitive areas due to soils capabilities, wildlife and plant life.	<i>Complies</i>	
3(b)	Standards intended to conserve, enhance, restore and maintain significant natural and manmade features which are of public value, including among other things, river corridors, streams, lakes and islands, domestic water supply watersheds, flood storage areas, natural shorelines and unique vegetation, wetlands, wildlife and fish habitats, significant geological features, tourist attractions, archaeological features and sites, historic features and sites and scenic views and vistas, and to establish criteria and standards for the development, change of use, or alteration of such features.	<i>Will Comply</i>	
3(c)	Processes for the control, elimination or prevention of land, water or air pollution; the prevention of soil erosion; and the control of objectionable odors. Processes for the control, elimination or prevention of land, water or air pollution; the prevention of soil erosion; and the control of objectionable odors.	<i>Will Comply</i>	
3(c)(1)	These processes may include restrictions on degradation of water quality.	<i>Will Comply</i>	
3(c)(2)	Developments which produce any discharge to any watercourse shall demonstrate compliance with all federal, state and county water quality standards as evidenced by the issuance of any permits required for their discharge by the federal government, state and/or county.	<i>Will Comply</i>	
3(c)(3)	Whenever sedimentation is caused by stripping vegetation, regrading or other development, it shall be the responsibility of the person, corporation or other entity causing such sedimentation to remove it from all adjoining surfaces and drainage systems prior to final approvals for the project. It is the responsibility of any person, corporation or other entity doing any act on or across a stream, watercourse or swale, or upon the floodplain or right of way thereof, to maintain as nearly as possible in its present state the stream, watercourse, swale, floodplain or right of way during such activity.	<i>Will Comply</i>	
3(d)	The planting of ground cover or other surfacing to prevent dust and erosion.	<i>Will Comply</i>	
3(d)(1)	The proposed land disturbing activity will ensure and provide an undisturbed vegetation buffer from the top of the bank of a stream, wetland or other water body, unless a mitigation plan is approved for alterations within the buffer area.	<i>Will Comply</i>	
3(d)(2)	Whenever feasible, natural vegetation will be retained and protected.	<i>Will Comply</i>	
3(d)(3)	Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development.	<i>Will Comply</i>	
3(d)(4)	Plans will be made to accommodate increased runoff and sedimentation caused by altered soil and surface conditions during and after the proposed activity.	<i>Will Comply</i>	
3(e)	Restructuring of the land and planting of the same as directed by the planning commission when the conditional use involves cutting and/or filling the land and where such land would be adversely affected if not restructured.	<i>Will Comply</i>	

3(f)	Limitations and/or restrictions on construction and/or development on slopes in excess of thirty percent (30%) to control erosion.	<i>Will Comply</i>	
3(g)	If the proposed conditional use involves hillside construction and/or development, the application will be approved only after the applicant provides:	<i>Will Comply</i>	
3(g)(1)	Topographic information showing that the proposed activity is on land with a slope less than thirty percent (30%) and that it is located more than two hundred feet (200') from a known landslide.	<i>Will Comply</i>	
3(g)(2)	A geologic/geotechnical report which shall be in form and content approved by the county engineer, consisting of, among other things, a slope stability study, earthquake analysis and sedimentation analysis, prepared by a certified engineering geologist or geotechnical engineer approved by the county engineer, certifying that the site or route in its entirety is suitable for the proposed development.	<i>Will Comply</i>	
3(g)(3)	Such other engineering or technical reports as may be required by the planning commission or governing body.	<i>Will Comply</i>	
3(g)(4)	Detailed construction plans, drawings and specifications which outline all construction methods proposed to be utilized.	<i>Will Comply</i>	
3(h)	In all cases, the applicant may be required to supply a geologic report, a geotechnical study, a hydrological study, a civil engineering study and other applicable engineering studies required by the planning commission or governing body acceptable in form and content to the county engineer.	<i>Will Comply</i>	
3(i)	The applicant's conditional use may be limited or denied if blasting, drilling or any other construction activity involved will weaken, or cause, adjoining slopes, geologic formations and manmade improvements to become unstable or if the proposed construction or operation will result in the creation of a geologic hazard to surrounding properties, such as through slumping, sliding or drainage modifications.	<i>N/A</i>	

RECOMMENDED MOTION

Recommended Motion for *Approval* – “I move we approve the CUP for the Peterson Pipeline Well #2 well house and supporting facilities, application #CUP 26.010, to allow for a “Public facility” at the property identified by Serial # 01-WHITE-A and Parcel ID # 00-0086-4042 and approximately located at 4150 Mahogany Dr. in the Peterson area, based on the findings and with the conditions listed in the staff report dated July 7, 2026.”

Recommended Motion for *Approval with Conditions*– “I move we approve with conditions the CUP for the Peterson Pipeline Well #2 well house and supporting facilities, application #CUP 26.010, to allow for a “Public facility” at the property identified by Serial #01-WHITE and Parcel ID # 00-0086-4042 and approximately located at 4150 Mahogany Dr. in the Peterson area, based on the findings and with the conditions listed in the staff report dated July 7, 2026, and as modified by the conditions and findings below:”

1. *List any additional findings and conditions...*

Recommended Motion for *Denial* – “I move we deny the CUP for the Peterson Pipeline Well #2 well house and supporting facilities, application #CUP 26.010, to allow for a “Public facility” at the property identified by Serial # 01-WHITE-A and Parcel ID # 00-0086-4042 and approximately located at 4150 Mahogany Dr. in the Peterson area subject to the following findings:

1. List any additional findings...

SUPPORTING INFORMATION

Exhibit A: Vicinity Map

Exhibit B: Zoning Map

Exhibit C: Applicant Narrative

Exhibit D: Site Plan

Exhibit A: Vicinity Map



Exhibit B: Zoning Map

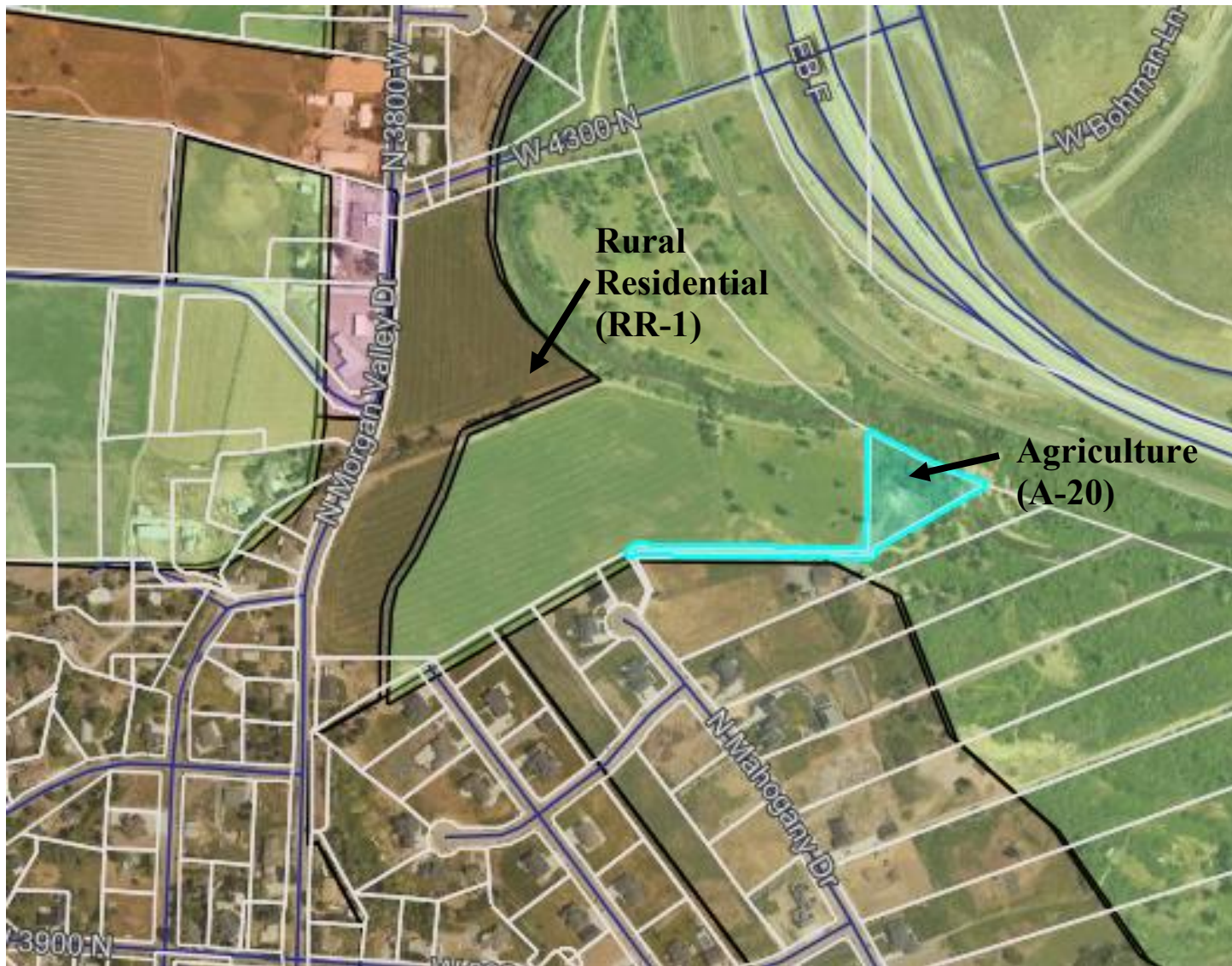
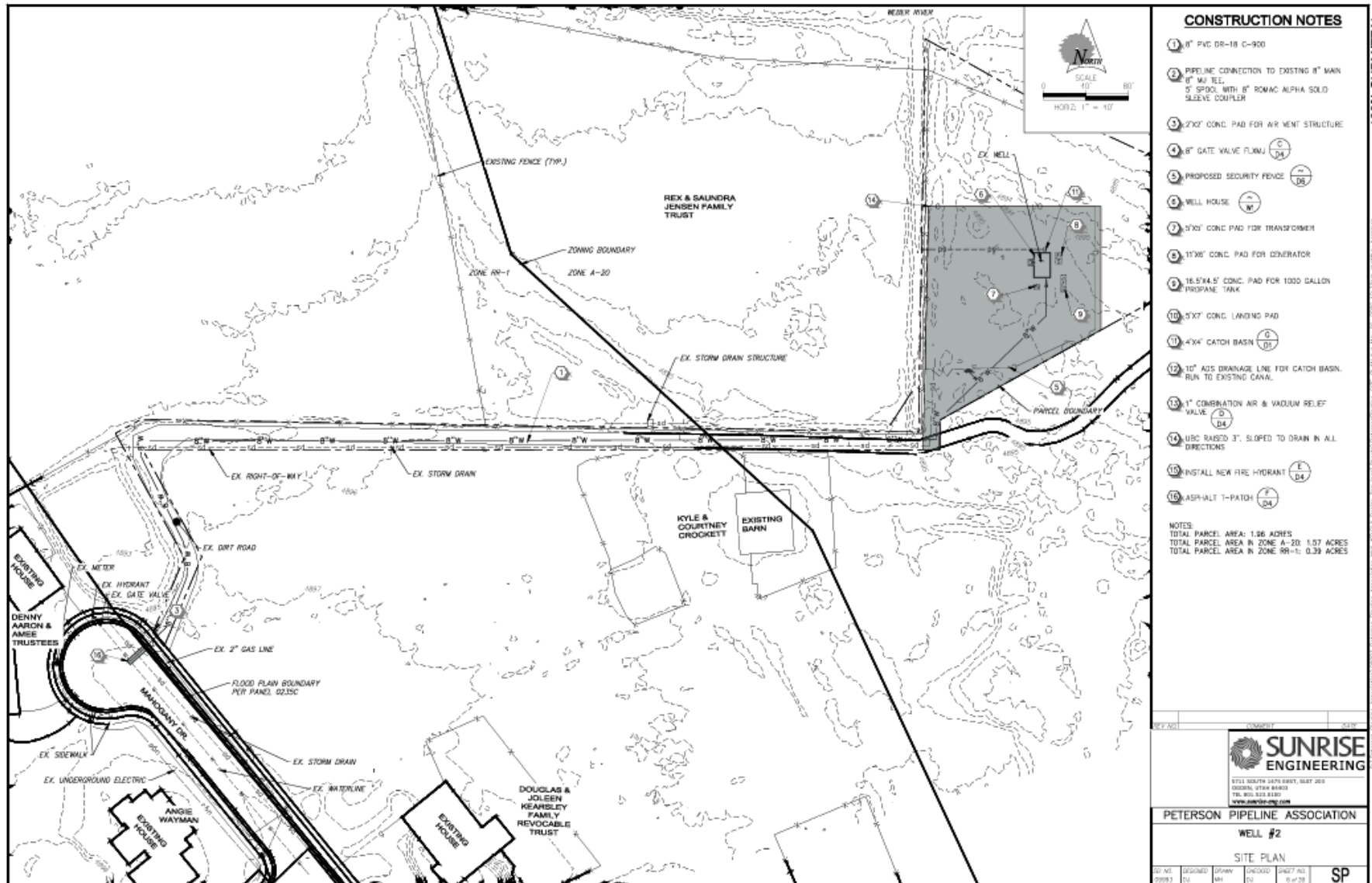


Exhibit C: Applicant Narrative

Potential impacts of the wellhouse include an increase in noise from the well and generator and visual impacts from the construction of the building. The increase in noise from the wellhouse is anticipated to be minimal during normal operations as the pump chosen is a submersible pump and the wellhouse is to be insulated, which will decrease the noise level produced from any equipment inside the wellhouse. There is an emergency propane generator that will be used when necessary to continue providing water to residents in the case of power outage. As generator usage will be limited to necessary maintenance and emergency use, the noise impact of the generator is minimal. There will be a visual impact due to the construction of the wellhouse and necessary equipment. The wellhouse is designed to be a CMU block building with a prefinished standing seam metal roof. The wellhouse location is located away from any residential properties and it is anticipated that visual impacts to nearby residents will be minimal.

Click here to view [Peterson Pipeline Well #2 Site Plan.pdf](#)

Exhibit D: Site Plan



PUBLIC HEARING NOTICE

**Morgan / Summit County Boundary Adjustment within and adjacent to:
The Preserve Phase 3 Subdivision: Open Space and Open Space 2
Stagecoach Estates Plat D: Lots 69 & 70, Stagecoach Estates Plat E: Lots 1-3
Pine Meadow Ranch Plat E: Lots 4-8, 49-51**

Pine Meadow Ranch Plat G, Lots 9-11, 18, 32-34, 37-39, 41-43

**Also includes Parcels: 05-0110, 05-0128, 05-0243, 05-0201, 05-0219, 05-0177, 05-0169,
05-0185, 00-0883, 00-0891, 05-0193, SS-148-3, SS-148-3-A, SS-BDY-14-A & PI-23-A.**

Public notice is hereby given that the Summit County Council and the Morgan County Commission will conduct a joint public hearing to discuss and possibly take action on a boundary adjustment of the Morgan / Summit County line. The purpose of this action is to adjust the common boundary, pursuant to Utah Code 17-61-306, a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.

No new density will be created. The public hearing will be held:

Tuesday, July 7, 2026, Beginning at 6:00pm

Morgan County Commission meeting room at 48 West Young Street, Morgan, Utah

To participate virtually, you need to contact Jeremy@morgancountyutah.gov

at least 24 hours before the scheduled meeting.

For additional information, please contact Greg Wolbach, PLS Summit County Recorder-Surveyor, P.O. Box 128, 60 North Main Street, Coalville, Utah 84017. Phone: (435) 336-3238. Email: gwolbach@summitcountyutah.gov.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should call Kate Becker, Morgan County Administrative Manager at (435) 800-8724 at least 24 hours prior to the meeting.

PUBLIC HEARING NOTICE

**Morgan / Summit County Boundary Adjustment within and adjacent to:
The Preserve Phase 3 Subdivision: Open Space and Open Space 2
Stagecoach Estates Plat D: Lots 69 & 70, Stagecoach Estates Plat E: Lots 1-3
Pine Meadow Ranch Plat E: Lots 4-8, 49-51**

Pine Meadow Ranch Plat G, Lots 9-11, 18, 32-34, 37-39, 41-43

**Also includes Parcels: 05-0110, 05-0128, 05-0243, 05-0201, 05-0219, 05-0177, 05-0169,
05-0185, 00-0883, 00-0891, 05-0193, SS-148-3, SS-148-3-A, SS-BDY-14-A & PI-23-A.**

Public notice is hereby given that the Summit County Council and the Morgan County Commission will conduct a joint public hearing to discuss and possibly take action on a boundary adjustment of the Morgan / Summit County line. The purpose of this action is to adjust the common boundary, pursuant to Utah Code 17-61-306, a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.

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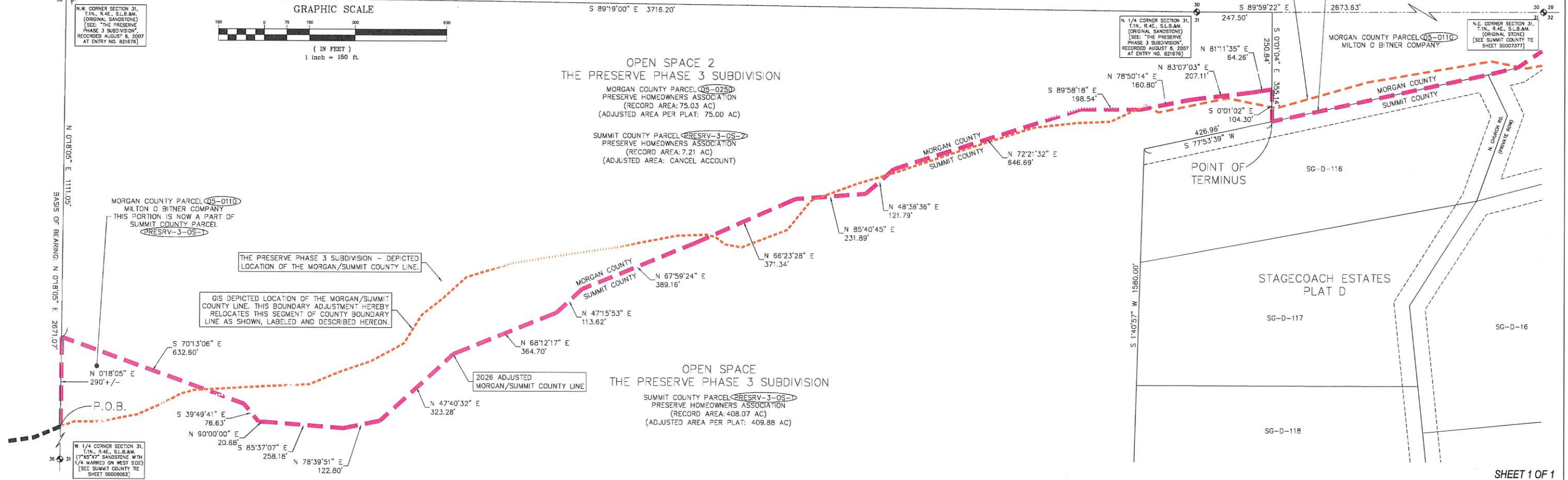
Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should call Kate Becker, Morgan County Administrative Manager at (435) 800-8724 at least 24 hours prior to the meeting.

Final Local Entity Plat

THE PRESERVE PHASE 3 SUBDIVISION - OPEN SPACE & OPEN SPACE 2

MORGAN / SUMMIT COUNTY BOUNDARY ADJUSTMENT

LOCATED IN THE N 1/2 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN, MORGAN / SUMMIT COUNTY, UTAH



HISTORIC MORGAN/SUMMIT COUNTY LINE AS LOCATED BY A COMBINED MORGAN/SUMMIT COUNTY FIELD SURVEY SUMMIT COUNTY FILE NO. S0007662

FOR ADJUSTED MORGAN/SUMMIT COUNTY LINE, SEE STAGECOACH ESTATES PLATS A, B, D & E MORGAN/SUMMIT COUNTY BOUNDARY ADJUSTMENT RECORDED CONCURRENTLY WITH THIS ADJUSTMENT

SHEET 1 OF 1

LEGEND	AFFECTED PARCELS & LOTS	SURVEYOR'S NARRATIVE	BOUNDARY ADJUSTMENT DESCRIPTION	ACCEPTANCE AND JOINT RESOLUTION		
<p>AFFECTED PARCEL (TYPE) (SEE LIST)</p> <p>05-0250</p> <p>COUNTY BOUNDARY - 2026 ADJUSTED EXISTING / REMAINS EXISTING / REMOVED SUBDIVISION / REMOVED</p>	<p>Morgan County Lots & Parcels - Affected Parcel No.: 05-0250 Revised Area in Acres: 75.00 Acres Affected Parcel No.: 05-0110 Revised Area in Acres: 5.75 Acres</p> <p>Summit County Lots & Parcels - The Preserve Phase 3 Subdivision: Affected Parcel No.: PRESRV-3-OS-1 Revised Area in Acres: 409.88 Acres Affected Parcel No.: PRESRV-3-OS-2 Canceled Account; 100% in Morgan County</p>	<p>1. The purpose of this local entity plat is to Adjust the Morgan/Summit County boundary line from its historically described location to follow the common line between Open Space and Open Space 2. The Preserve Phase 3 Subdivision, according to the official plat thereof on file and of record in the office of the Summit County Recorder. Said open space parcels are located in Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah</p> <p>a. Utah Code 17-61-306(1)(a) Counties sharing a common boundary may, in accordance with the provisions of Subsection (2) and Utah Constitution, Article XI, Section 3 and for purposes of real property tax assessment and county record keeping, adjust all or part of the common boundary to move it, subject to Subsection (1)(b), a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.</p> <p>b. Basis of Bearing: North 00°18'05" East along the West line of the N.W. 1/4 between the W. 1/4 Corner and the N.W. Corner of Sec. 31, T. 1 N., R. 4 E., S.L.B.&M. a distance of 2,671.07 feet. See official plat of The Preserve Phase 3 Subdivision.</p> <p>c. The location of the adjusted Morgan/Summit County boundary line, as shown and described herein, shall commence at the intersection of the existing Morgan/Summit County line and the W line of the NW 1/4 of Sec. 31, T. 1 N., R. 4 E., S.L.B. & M. and follow the Westerly and Northerly boundary lines of Open Space. The Preserve Phase 3 Subdivision, and terminate at the point of intersection of the Easterly boundary line of Open Space and the Northerly boundary line of Lot 116, Stagecoach Estates Plat "D".</p> <p>d. The original, historic Morgan County line was described, in part, as being "to the summit of the cross range through which the upper canyon of East Canyon creek runs; thence easterly along the summit of said last mentioned range to, and thence northerly along, the summit of the range between East Canyon Creek and the Weber river to the Weber river;"</p> <p>e. The original, historic Summit County line was described, in part, as being "thence Southwesterly down said last mentioned summit to and directly across the Weber river; thence southerly along the summit of the range separating East Canyon from the Weber Valley to the summit of the cross range through which the upper canyon of East Creek runs; thence westerly to the summit of the Wasatch Range;"</p> <p>f. The Preserve Phase 3 Subdivision was recorded in the office of the Summit County Recorder on August 8, 2007 as Entry No. 821676. The Morgan/Summit County line was shown and labeled as "Approximate Summit/Morgan County Line". Because of this, portions of both Open Space and Open Space 2 of said subdivision are located within both Morgan and Summit Counties.</p> <p>g. Morgan County has assigned tax parcel identification number 00-0005-0250 to the portion of "Open Space 2" in Morgan County.</p> <p>h. This boundary adjustment locates "Open Space 2", The Preserve Phase 3 Subdivision (75.00 Acres) entirely in Morgan County.</p> <p>i. Morgan County has incorrectly assigned tax parcel identification number 00-0005-0110 to the portion of "Open Space" in Morgan County. This tax parcel identification number should only be associated with the 5.75 Acres of land owned by "Milton O Bitner Company" and not the "Open Space" parcel.</p> <p>j. This boundary adjustment locates "Open Space", The Preserve Phase 3 Subdivision (409.88 Acres) entirely in Summit County.</p>	<p>Adjusted portion of the Morgan/Summit County line lying within the North half of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah, being more particularly described as follows:</p> <p>Beginning at a point being located at the intersection of the existing Morgan/Summit County line and the West line of the Northwest Quarter of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing is North 00°18'05" East along the West line of the N.W. 1/4 between the W. 1/4 Corner and the N.W. Corner of Sec. 31, T. 1 N., R. 4 E., S.L.B.&M. a distance of 2,671.07 feet). Said Point of Beginning is located South 00°18'05" West along said West line of the Northwest Quarter of Section 31, North 00°18'05" East, a distance of 1,401.05 feet, more or less; Thence along said West line of the Northwest Quarter of Section 31, North 00°18'05" East, a distance of 290 feet, more or less, to the Westerly most corner common to Open Space and Open Space 2, The Preserve Phase 3 Subdivision, recorded August 8, 2007 as Entry No. 821676, according to the official plat thereof on file and of record in the office of the Summit County Recorder; thence along the Southerly boundary of said Open Space 2 the following seventeen (17) calls, (1) South 70°13'06" East, a distance of 632.60 feet; (2) South 39°49'41" East, a distance of 76.63 feet; (3) East, a distance of 20.68 feet; (4) South 85°37'07" East, a distance of 258.18 feet; (5) North 78°39'51" East, a distance of 122.80 feet; (6) North 47°40'32" East, a distance of 323.28 feet; (7) North 68°12'17" East, a distance of 364.70 feet; (8) North 47°15'53" East, a distance of 113.62 feet; (9) North 67°59'24" West, a distance of 389.16 feet; (10) North 66°23'28" East, a distance of 371.34 feet; (11) North 85°40'45" East, a distance of 231.89 feet; (12) North 48°38'36" East, a distance of 121.79 feet; (13) North 72°21'32" East, a distance of 646.69 feet; (14) South 89°58'18" East, a distance of 198.54 feet; (15) North 78°50'14" East, a distance of 160.80 feet; (16) North 83°07'03" East, a distance of 207.11 feet; (17) North 81°11'35" East, a distance of 64.26 feet to the Easterly most corner, common to said Open Space and Open Space 2; Thence South 00°01'04" East along the Easterly boundary line of said Open Space, a distance of 104.30 feet, more or less to the point of terminus. Said point of terminus being located North 77°42'42" East, a distance of 426.95 feet from the Northwesterly most corner of Lot 116, Stagecoach Estates Plat "D", recorded March 21, 1988 as Entry No. 287463, according to the official plat thereof on file and of record in the office of the Summit County Recorder.</p>	<p>Morgan and Summit Counties, for reasons and purposes stated in a Joint Resolution being concurrently recorded herewith, desire to adjust a portion of the county line between their two counties. The two counties hereby resolve that the legislative bodies of both counties adopt and confirm this Final Local Entity Plat and the legal description contained hereon as properly depicting the adjusted portion of the boundary line between said counties. This boundary adjustment has been accepted as provided by Utah Code Section 17-61-306.</p> <p>The County of Morgan approves this Local Entity Plat of "THE PRESERVE PHASE 3 SUBDIVISION - OPEN SPACE & OPEN SPACE 2 MORGAN / SUMMIT COUNTY BOUNDARY ADJUSTMENT", as shown hereon, and as set forth in the Joint Resolution between Morgan and Summit Counties.</p> <p>Approved this _____ day of _____, 2026</p> <p>MATT WILSON, CHAIR MORGAN COUNTY COMMISSION</p> <p>ATTESTED TO BY: LESLIE HYDE MORGAN COUNTY CLERK/AUDITOR (SEAL)</p> <p>The County of Summit approves this Local Entity Plat of "THE PRESERVE PHASE 3 SUBDIVISION - OPEN SPACE & OPEN SPACE 2 MORGAN / SUMMIT COUNTY BOUNDARY ADJUSTMENT", as shown hereon, and as set forth in the Joint Resolution between Morgan and Summit Counties.</p> <p>Approved this _____ day of _____, 2026</p> <p>CANICE HARTE, CHAIR SUMMIT COUNTY COUNCIL</p> <p>ATTESTED TO BY: MALENA STEVENS SUMMIT COUNTY CLERK (SEAL)</p>		
<p>VICINITY MAP</p>		<p style="text-align: center;">SURVEYOR'S CERTIFICATE</p> <p>I, Gregory R. Wolbach, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License Number 187788 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have prepared this Local Entity Plat for the purpose of adjusting the existing Morgan/Summit County Line for the purposes of real property tax assessment and county record keeping in accordance with Utah Code 17-61-306. I do further certify that this Local Entity Plat is a correct and accurate representation of the land shown and described hereon.</p> <p style="text-align: right;">GREGORY R. WOLBACH, PLS 187788 SUMMIT COUNTY SURVEYOR</p> <p style="text-align: center;">(SEAL)</p>	<p style="text-align: center;">MORGAN COUNTY SURVEYOR</p> <p>Approved this _____ day of _____, 2026</p> <p>By: _____ MORGAN COUNTY SURVEYOR (ACTING)</p> <p style="text-align: center;">(SEAL)</p>	<p style="text-align: center;">SUMMIT COUNTY SURVEYOR</p> <p>Approved this _____ day of _____, 2026</p> <p>By: GREGORY R. WOLBACH, PLS 187788 SUMMIT COUNTY SURVEYOR</p> <p style="text-align: center;">(SEAL)</p>	<p style="text-align: center;">MORGAN COUNTY RECORDER</p> <p>ENTRY NO. _____</p> <p>STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>FEE: _____</p> <p>By: _____ MORGAN COUNTY RECORDER</p>	<p style="text-align: center;">SUMMIT COUNTY RECORDER</p> <p>ENTRY NO. _____</p> <p>STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF:</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>FEE: _____</p> <p>By: _____ SUMMIT COUNTY RECORDER</p>

Final Local Entity Plat STAGECOACH ESTATES PLATS A, B, D & E MORGAN / SUMMIT COUNTY BOUNDARY ADJUSTMENT

LOCATED IN SECTIONS 29, 30 & 31, TOWNSHIP 1 NORTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN, MORGAN / SUMMIT COUNTY, UTAH

BOUNDARY ADJUSTMENT DESCRIPTION

Adjusted portion of the Morgan/Summit County line lying within the Northeast Quarter of Section 31, the Southeast Quarter of Section 30, and the Southwest and Northeast Quarters of Section 29, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah, being more particularly described as follows:

Beginning at a point located North 77°42'42" East from the Northwesterly most corner of Lot 116, Stagecoach Estates Plat "D", recorded March 21, 1988 as Entry No. 287463, according to the official plat thereof on file and of record in the office of the Summit County Recorder, along the Northerly boundary of said Lot 116, a distance of 426.96 feet. Said point of beginning being at the intersection of the extension of the Easterly most boundary line common to Open Space and Open Space 2, The Preserve Phase 3 Subdivision, recorded August 8, 2007 as Entry No. 821676, according to the official plat thereof on file and of record in the office of the Summit County Recorder; thence along the Northerly boundary of said Stagecoach Estates Plat "D" the following nine (9) calls, (1) North 77°42'42" East, a distance of 722.09 feet; (2) North 75°18'00" East, a distance of 100.86 feet; (3) North 53°39'00" East, a distance of 171.11 feet; (4) North 33°36'30" East, a distance of 204.24 feet; (5) North 76°16'00" East, a distance of 132.89 feet; (6) North 33°59'12" East, a distance of 175.67 feet; (7) South 80°43'00" East, a distance of 497.44 feet to the Westerly most corner of Lot 3, Stagecoach Estates Plat "E", recorded July 27, 2006 as Entry No. 103793, according to the official plat thereof on file and of record in the office of the Morgan County Recorder; (8) South 80°43'00" East, a distance of 576.31 feet (9) North 59°00'00" East, a distance of 346.54 feet to the Northerly most corner common to Lot 71 of said Stagecoach Estates Plat "D" and Lot 72, Stagecoach Estates Plat "B", recorded March 23, 1988 as Entry No. 287461, according to the official plat thereof on file and of record in the office of the Summit County Recorder; thence along the Northerly boundary of said Stagecoach Estates Plat "B" the following three (3) calls, (1) North 59°00'00" East, a distance of 545.20 feet; (2) North 12°30'00" East, a distance of 600.07 feet; (3) North 39°30'00" East, a distance of 349.95 feet to the Northerly most corner common to Lot 78 of said Stagecoach Estates Plat "B" and Lot 79, Stagecoach Estates Plat "A", recorded August 3, 1970 as Entry No. 111500, according to the official plat thereof on file and of record in the office of the Summit County Recorder; thence along the Northerly boundary of said Stagecoach Estates Plat "A" the following nine (9) calls, (1) North 39°30'00" East, a distance of 479.90 feet to the Easterly most corner of Lot 1 of said Stagecoach Estates Plat "E"; (2) North 39°30'00" East, a distance of 670.10 feet; (3) North 75°00'00" East, a distance of 490.00 feet; (4) North 49°30'00" East, a distance of 350.00 feet; (5) North 70°00'00" East, a distance of 430.00 feet; (6) North 13°00'00" East, a distance of 280.00 feet; (7) North 21°30'00" East, a distance of 500.00 feet; (8) North 6°00'00" East, a distance of 550.00 feet to the Southeasteasterly most corner of adjusted Morgan County Parcel No. 00-0005-020; (9) North 22°00'00" East, a distance of 550.00 feet to the Westerly most corner common to Lot 92 of said Stagecoach Estates Plat "A" and Summit County Parcel No. 55-148-3; thence North 4°05'00" West along the Westerly boundary of said Summit County Parcel No. 55-148-3, a distance of 789.18 feet, more or less to the North line of the Northeast Quarter of Section 29, Township 1 North, Range 4 East, Salt Lake Base and Meridian, said point on North section line being located South 89°56'42" East, a distance of 705.25 feet from the North Quarter Corner of said Section 29; thence South 89°56'42" East along said North section line, a distance of 80.83 feet to the point of terminus. Said point of terminus is the point of beginning as shown and labeled on the 2012 Record of Survey drawing, Summit County File No. S0007662.

ACCEPTANCE AND JOINT RESOLUTION

Morgan and Summit Counties, for reasons and purposes stated in a Joint Resolution being concurrently recorder herewith, desire to adjust a portion of the county line between their two counties. The two counties hereby resolve that the legislative bodies of both counties adopt and confirm this Final Local Entity Plat and the legal description contained herein as properly depicting the adjusted portion of the boundary line between said counties. This boundary adjustment has been accepted as provided by Utah Code Section 17-61-306.

The County of Morgan approves this Local Entity Plat of "STAGECOACH ESTATES PLAT A, B, D & E MORGAN/SUMMIT COUNTY BOUNDARY ADJUSTMENT", as shown hereon, and as set forth in the Joint Resolution between Morgan and Summit Counties.

The County of Summit approves this Local Entity Plat of "STAGECOACH ESTATES PLAT A, B, D & E MORGAN/SUMMIT COUNTY BOUNDARY ADJUSTMENT", as shown hereon, and as set forth in the Joint Resolution between Morgan and Summit Counties.

Approved this _____ day of _____, 2026
MATT WILSON, CHAIR
MORGAN COUNTY COMMISSION

Approved this _____ day of _____, 2026
CANICE HARTE, CHAIR
SUMMIT COUNTY COUNCIL

ATTESTED TO BY:
LESLIE HYDE
MORGAN COUNTY CLERK/AUDITOR (SEAL)

ATTESTED TO BY:
MALENA STEVENS
SUMMIT COUNTY CLERK (SEAL)

MORGAN COUNTY SURVEYOR	SUMMIT COUNTY SURVEYOR
This Final Local Entity Plat, adjusting the common boundary of Morgan / Summit County to correspond with the closest existing property boundary of record, has been found to be in compliance with Section 17-61-306 and with Section 17-73-504 of Utah Code.	This Final Local Entity Plat, adjusting the common boundary of Morgan / Summit County to correspond with the closest existing property boundary of record, has been found to be in compliance with Section 17-61-306 and with Section 17-73-504 of Utah Code.
Approved this _____ day of _____, 2026	Approved this _____ day of _____, 2026
By: _____ MORGAN COUNTY SURVEYOR (ACTING)	By: GREGORY R. WOLBACH, PLS 187788 SUMMIT COUNTY SURVEYOR
(SEAL)	(SEAL)

SURVEYOR'S CERTIFICATE

I, Gregory R. Wolbach, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License Number 187788 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have prepared this Local Entity Plat for the purpose of adjusting the existing Morgan/Summit County Line for the purposes of real property tax assessment and county record keeping in accordance with Utah Code 17-61-306. I do further certify that this Local Entity Plat is a correct and accurate representation of the land shown and described hereon.

GREGORY R. WOLBACH, PLS 187788
SUMMIT COUNTY SURVEYOR

SURVEYOR'S NARRATIVE

- The purpose of this local entity plat is to adjust the Morgan/Summit County boundary line from its historically described and surveyed location to follow the Northerly boundary lines of Stagecoach Estates Plats A, B & D, according to the official plats thereof on file and of record in the office of the Summit County Recorder. The adjusted line is also along the Southerly boundary of Stagecoach Estates Plat E, according to the official plats thereof on file and of record in the office of the Morgan County Recorder, located in Sections 29, 30 & 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah.
 - Utah Code 17-61-306(1)(a) Counties sharing a common boundary may, in accordance with the provisions of Subsection (2) and Utah Constitution, Article X, Section 3 and for purposes of real property tax assessment and county record keeping, adjust all or part of the common boundary to move it, subject to Subsection (1)(b), a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.
 - Basis of Bearing: South 89°57'13" West along the North line of the N.E. 1/4 between the N.E. Corner and the N. 1/4 Corner of Section 31, T. 1 N., R. 4 E., S. 1 B. & M. a distance of 2,673.63 feet. See official plats of Stagecoach Estates Subdivision.
 - The location of the adjusted Morgan/Summit County boundary line, as shown and described hereon, shall commence at a point located on the North boundary line of Lot 116. Said point is North 77°42'42" East, a distance of 426.96 feet from the Northwesterly most corner of Lot 116, Stagecoach Estates Plat "D". Said point being the intersection of the extension of the Easterly most boundary line common to Open Space and Open Space 2, The Preserve Phase 3 Subdivision, and terminate at the point of intersection of the Easterly boundary line of Open Space and the Northerly boundary line of Lot 116, Stagecoach Estates Plat "D".
 - The original, historic Morgan County line was described, in part, as being "to the summit of the cross range through which the upper canyon of East Canyon creek runs; thence easterly along the summit of said last mentioned range to, and thence northerly along, the summit of the range between East Canyon Creek and the Weber river".
 - The original, historic Summit County line was described, in part, as being "thence Southwesterly down said last mentioned summit to and directly across the Weber River; thence southerly along the summit of the range separating East Canyon from the Weber Valley to the summit of the cross range through which the upper canyon of East Canyon runs; thence westerly to the summit of the Wasatch Range."
 - See the following records: Stagecoach Estates Plat "A", Entry No. 111500, Stagecoach Estates Plat "B", Entry No. 287461; Stagecoach Estates Plat "D", Entry No. 287463, on file and of record in the office of the Summit County Recorder; Stagecoach Estates Plat "E", Entry No. 103793, on file and of record in the office of the Morgan County Recorder.
 - This boundary adjustment affects the taxable area of multiple parcels. See labels and table hereon.
 - The acreage of the lots located in the four subdivisions shown hereon have not been affected by this boundary line adjustment. Both Morgan County and Summit County have used the record lot sizes as defined on the official subdivision plats.

AFFECTED PARCELS (SHEET 1 OF 2)

Morgan County Parcels - Affected Parcel No.:	Revised Area in Acres:	Summit County Parcels - Affected Parcel No.:	Revised Area in Acres:
05-0110	5.75 Acres	SG-D-69	No Change (9.53 Acres)
05-0128	745.80 +/- Acres	SG-D-70	No Change (9.74 Acres)
73-6179	No Change (10.12 Acres per plat)		
73-6180	No Change (12.54 Acres per plat)		
73-6181	No Change (12.06 Acres per plat)		
05-0243	197.72 +/- Acres		

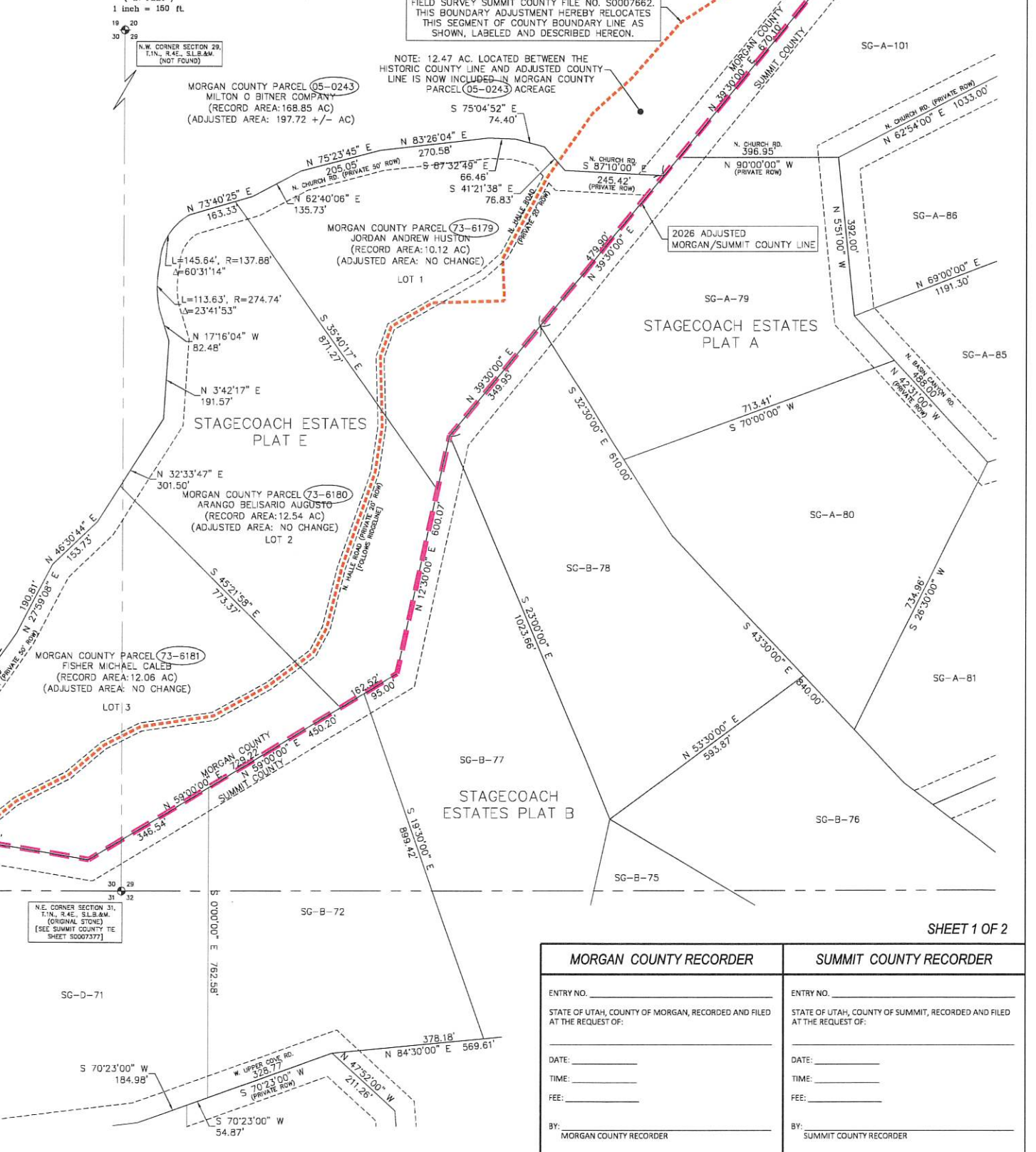
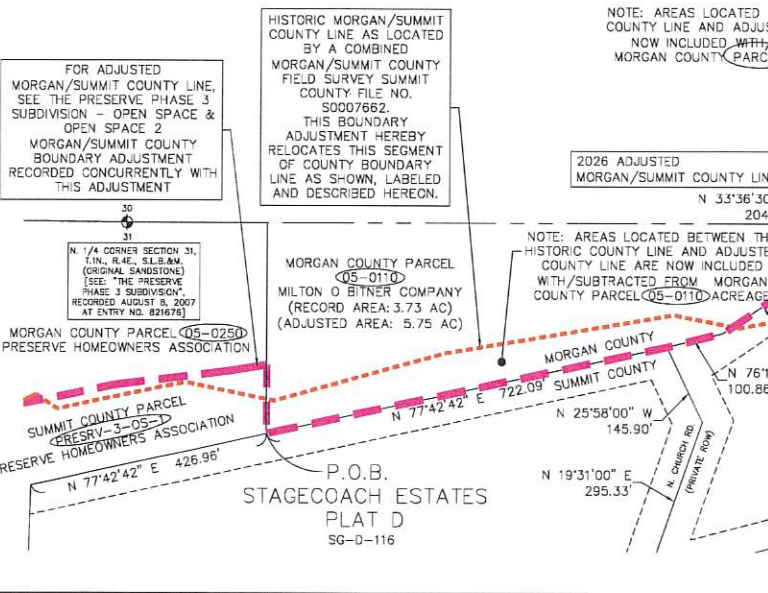
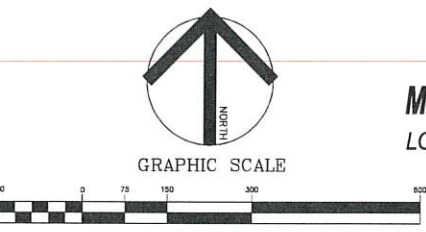
LEGEND

AFFECTED PARCEL (TPP) (SEE LIST) (05-0110)

COUNTY BOUNDARY -
 2026 ADJUSTED (Red dashed line)
 EXISTING / REMAINS (Black dashed line)
 EXISTING / REMOVED (Black dotted line)

NOTE: AREAS LOCATED BETWEEN THE HISTORIC COUNTY LINE AND ADJUSTED COUNTY LINE ARE NOW INCLUDED WITH/SUBTRACTED FROM MORGAN COUNTY PARCEL 05-0128 ACREAGE

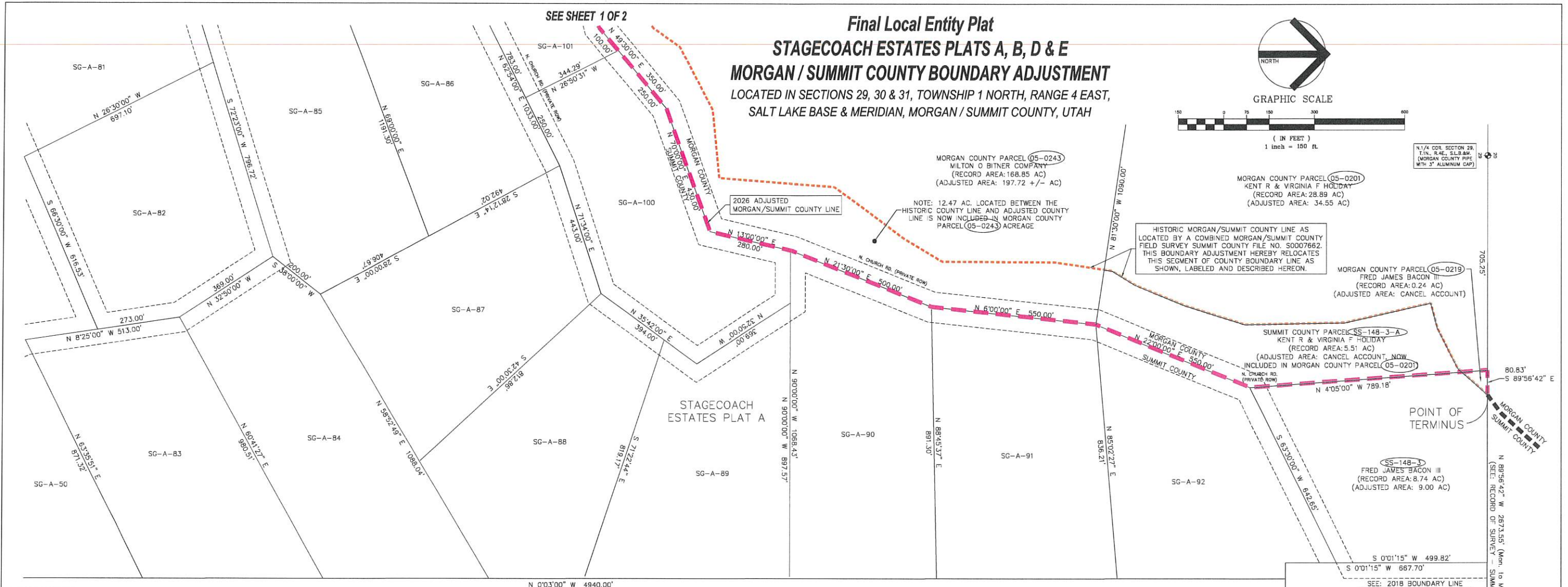
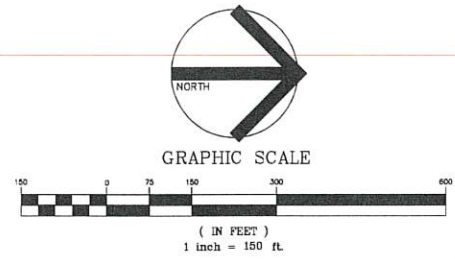
NOTE: AREAS LOCATED BETWEEN THE HISTORIC COUNTY LINE AND ADJUSTED COUNTY LINE ARE NOW INCLUDED WITH/SUBTRACTED FROM MORGAN COUNTY PARCEL 05-0110 ACREAGE



MORGAN COUNTY RECORDER	SUMMIT COUNTY RECORDER
ENTRY NO. _____	ENTRY NO. _____
STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF: _____	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: _____
DATE: _____	DATE: _____
TIME: _____	TIME: _____
FEE: _____	FEE: _____
BY: _____ MORGAN COUNTY RECORDER	BY: _____ SUMMIT COUNTY RECORDER

SEE SHEET 2 OF 2

Final Local Entity Plat
STAGECOACH ESTATES PLATS A, B, D & E
MORGAN / SUMMIT COUNTY BOUNDARY ADJUSTMENT
 LOCATED IN SECTIONS 29, 30 & 31, TOWNSHIP 1 NORTH, RANGE 4 EAST,
 SALT LAKE BASE & MERIDIAN, MORGAN / SUMMIT COUNTY, UTAH



LEGEND

AFFECTED PARCEL (TYP) (SEE LIST)	05-0110
COUNTY BOUNDARY - 2026 ADJUSTED	---
EXISTING / REMAINS	---
EXISTING / REMOVED	---

AFFECTED PARCELS (SHEET 2 OF 2)

Morgan County Parcels -	Revised Area in Acres:	Summit County Parcels -	Revised Area in Acres:
05-0243	197.72 +/- Acres	SS-148-3	9.00 Acres
05-0201	34.55 Acres	SS-148-3-A	Cancel Account - Now in Morgan County
05-0219	Cancel Account - Now in Summit County		

SURVEYOR'S NARRATIVE

1. The purpose of this local entity plat is to Adjust the Morgan/Summit County boundary line from its historically described and surveyed location to follow the Northerly boundary lines of Stagecoach Estates Plats A, B & D, according to the official plats thereof on file and of record in the office of the Summit County Recorder. The adjusted line is also along the Southerly boundary of Stagecoach Estates Plat E, according to the official plats thereof on file and of record in the office of the Morgan County Recorder, located in Sections 29, 30 & 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah

a. Utah Code 17-61-305(1)(a) Counties sharing a common boundary may, in accordance with the provisions of Subsection (2) and Utah Constitution, Article XI, Section 3 and for purposes of real property tax assessment and county record keeping, adjust all or part of the common boundary to move it, subject to Subsection (1)(b), a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.

b. Basis of Bearing: South 89°57'13" West along the North line of the N.E. 1/4 between the N.E. 1/4 Corner and the N. 1/4 Corner of Section 31, T. 1 N., R. 4 E., S.L.B.&M., a distance of 2,673.63 feet. See official plats of Stagecoach Estates Subdivision.

c. The location of the adjusted Morgan/Summit County boundary line, as shown and described hereon, shall commence at a point located on the North boundary line of Lot 116. Said point is North 77°42'42" East, a distance of 426.96 feet from the Northwesterly most corner of Lot 116, Stagecoach Estates Plat "D". Said point being the intersection of the extension of the Easterly most boundary line common to Open Space and Open Space 2, The Preserve Phase 3 Subdivision, recorded August 8, 2007 as Entry No. 821676, a distance of 100.86 feet; (3) North 53°39'00" East, a distance of 171.11 feet; (4) North 33°36'30" East, a distance of 204.24 feet; (5) North 76°16'00" East, a distance of 132.89 feet; (6) North 33°59'12" East, a distance of 175.67 feet; (7) South 80°43'00" East, a distance of 497.44 feet to the Westerly most corner of Lot 3, Stagecoach Estates Plat "E", recorded July 27, 2006 as Entry No. 103793, according to the official plat thereof on file and of record in the office of the Morgan County Recorder; (8) South 80°43'00" East, a distance of 576.31 feet; (9) North 59°00'00" East, a distance of 346.54 feet to the Northerly most corner common to Lot 71 of said Stagecoach Estates Plat "D" and Lot 72, Stagecoach Estates Plat "B", recorded March 21, 1988 as Entry No. 287463, according to the official plat thereof on file and of record in the office of the Summit County Recorder; Thence along the Northerly boundary of said Stagecoach Estates Plat "B" the following three (3) calls, (1) North 59°00'00" East, a distance of 545.20 feet; (2) North 12°30'00" East, a distance of 600.07 feet; (3) North 39°30'00" East, a distance of 349.95 feet to the Northerly most corner common to Lot 78 of said Stagecoach Estates Plat "B" and Lot 79, Stagecoach Estates Plat "A", recorded August 3, 1970 as Entry No. 111500, according to the official plat thereof on file and of record in the office of the Summit County Recorder; Thence along the Northerly boundary of said Stagecoach Estates Plat "A" the following nine (9) calls, (1) North 39°30'00" East, a distance of 479.90 feet to the Easterly most corner of Lot 1 of said Stagecoach Estates Plat "E"; (2) North 39°30'00" East, a distance of 670.10 feet; (3) North 75°00'00" East, a distance of 490.00 feet; (4) North 49°30'00" East, a distance of 350.00 feet; (5) North 70°00'00" East, a distance of 430.00 feet; (6) North 33°00'00" East, a distance of 280.00 feet; (7) North 21°30'00" East, a distance of 500.00 feet; (8) North 6°00'00" East, a distance of 550.00 feet to the Southeastly most corner of adjusted Morgan County Parcel No. 00-0005-0201; (9) North 22°00'00" East, a distance of 550.00 feet to the Westerly most corner common to Lot 92 of said Stagecoach Estates Plat "A" and Summit County Parcel No. SS-148-3, a distance of 789.18 feet, more or less to the North line of the Northeast Quarter of Section 29, Township 1 North, Range 4 East, Salt Lake Base and Meridian, said point on North section line being located South 89°56'42" East, a distance of 705.25 feet from the North Quarter Corner of said Section 29; Thence South 89°56'42" East along said North section line, a distance of 80.83 feet to the point of terminus. Said point of terminus is the point of beginning as shown and labeled on the 2012 Record of Survey drawing, Summit County File No. S0007662.

g. This boundary adjustment affects the taxable area of multiple parcels. See labels and table hereon.

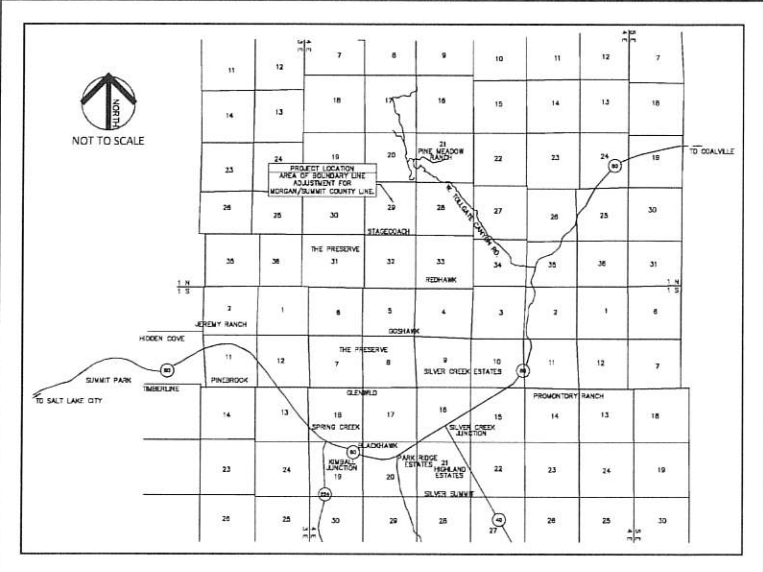
h. The acreage of the lots located in the four subdivisions shown hereon have not been affected by this boundary line adjustment. Both Morgan County and Summit County have used the record lot sizes as defined on the official subdivision plats.

BOUNDARY ADJUSTMENT DESCRIPTION

Adjusted portion of the Morgan/Summit County line lying within the Northeast Quarter of Section 31, the Southeast Quarter of Section 30, and the Southwest and Northeast Quarters of Section 29, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah, being more particularly described as follows:

Beginning at a point located North 77°42'42" East from the Northwesterly most corner of Lot 116, Stagecoach Estates Plat "D", recorded March 21, 1988 as Entry No. 287463, according to the official plat thereof on file and of record in the office of the Summit County Recorder, along the Northerly boundary of said Lot 116, a distance of 426.96 feet. Said point of beginning being at the intersection of the extension of the Easterly most boundary line common to Open Space and Open Space 2, The Preserve Phase 3 Subdivision, recorded August 8, 2007 as Entry No. 821676, according to the official plat thereof on file and of record in the office of the Morgan County Recorder; Thence along the Northerly boundary of said Stagecoach Estates Plat "D" the following nine (9) calls, (1) North 77°42'42" East, a distance of 722.09 feet; (2) North 76°18'00" East, a distance of 100.86 feet; (3) North 53°39'00" East, a distance of 171.11 feet; (4) North 33°36'30" East, a distance of 204.24 feet; (5) North 76°16'00" East, a distance of 132.89 feet; (6) North 33°59'12" East, a distance of 175.67 feet; (7) South 80°43'00" East, a distance of 497.44 feet to the Westerly most corner of Lot 3, Stagecoach Estates Plat "E", recorded July 27, 2006 as Entry No. 103793, according to the official plat thereof on file and of record in the office of the Morgan County Recorder; (8) South 80°43'00" East, a distance of 576.31 feet; (9) North 59°00'00" East, a distance of 346.54 feet to the Northerly most corner common to Lot 71 of said Stagecoach Estates Plat "D" and Lot 72, Stagecoach Estates Plat "B", recorded March 21, 1988 as Entry No. 287463, according to the official plat thereof on file and of record in the office of the Summit County Recorder; Thence along the Northerly boundary of said Stagecoach Estates Plat "B" the following three (3) calls, (1) North 59°00'00" East, a distance of 545.20 feet; (2) North 12°30'00" East, a distance of 600.07 feet; (3) North 39°30'00" East, a distance of 349.95 feet to the Northerly most corner common to Lot 78 of said Stagecoach Estates Plat "B" and Lot 79, Stagecoach Estates Plat "A", recorded August 3, 1970 as Entry No. 111500, according to the official plat thereof on file and of record in the office of the Summit County Recorder; Thence along the Northerly boundary of said Stagecoach Estates Plat "A" the following nine (9) calls, (1) North 39°30'00" East, a distance of 479.90 feet to the Easterly most corner of Lot 1 of said Stagecoach Estates Plat "E"; (2) North 39°30'00" East, a distance of 670.10 feet; (3) North 75°00'00" East, a distance of 490.00 feet; (4) North 49°30'00" East, a distance of 350.00 feet; (5) North 70°00'00" East, a distance of 430.00 feet; (6) North 33°00'00" East, a distance of 280.00 feet; (7) North 21°30'00" East, a distance of 500.00 feet; (8) North 6°00'00" East, a distance of 550.00 feet to the Southeastly most corner of adjusted Morgan County Parcel No. 00-0005-0201; (9) North 22°00'00" East, a distance of 550.00 feet to the Westerly most corner common to Lot 92 of said Stagecoach Estates Plat "A" and Summit County Parcel No. SS-148-3, a distance of 789.18 feet, more or less to the North line of the Northeast Quarter of Section 29, Township 1 North, Range 4 East, Salt Lake Base and Meridian, said point on North section line being located South 89°56'42" East, a distance of 705.25 feet from the North Quarter Corner of said Section 29; Thence South 89°56'42" East along said North section line, a distance of 80.83 feet to the point of terminus. Said point of terminus is the point of beginning as shown and labeled on the 2012 Record of Survey drawing, Summit County File No. S0007662.

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Gregory R. Wolbach, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License Number 187788 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have prepared this Local Entity Plat for the purpose of adjusting the existing Morgan/Summit County Line for the purposes of real property tax assessment and county record keeping in accordance with Utah Code 17-61-305. I do further certify that this Local Entity Plat is a correct and accurate representation of the land shown and described hereon.

GREGORY R. WOLBACH, PLS 187788
 SUMMIT COUNTY SURVEYOR

(SEAL)

MORGAN COUNTY SURVEYOR

This Final Local Entity Plat, adjusting the common boundary of Morgan / Summit County to correspond with the closest existing property boundary of record, has been found to be in compliance with Section 17-61-306 and with Section 17-73-504 of Utah Code.

Approved this _____ day of _____, 2026

By: _____
 MORGAN COUNTY SURVEYOR (ACTING)

(SEAL)

SUMMIT COUNTY SURVEYOR

This Final Local Entity Plat, adjusting the common boundary of Morgan / Summit County to correspond with the closest existing property boundary of record, has been found to be in compliance with Section 17-61-306 and with Section 17-73-504 of Utah Code.

Approved this _____ day of _____, 2026

By: GREGORY R. WOLBACH, PLS 187788
 SUMMIT COUNTY SURVEYOR

(SEAL)

MORGAN COUNTY RECORDER

ENTRY NO. _____

STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF: _____

DATE: _____

TIME: _____

FEE: _____

BY: _____
 MORGAN COUNTY RECORDER

SUMMIT COUNTY RECORDER

ENTRY NO. _____

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: _____

DATE: _____

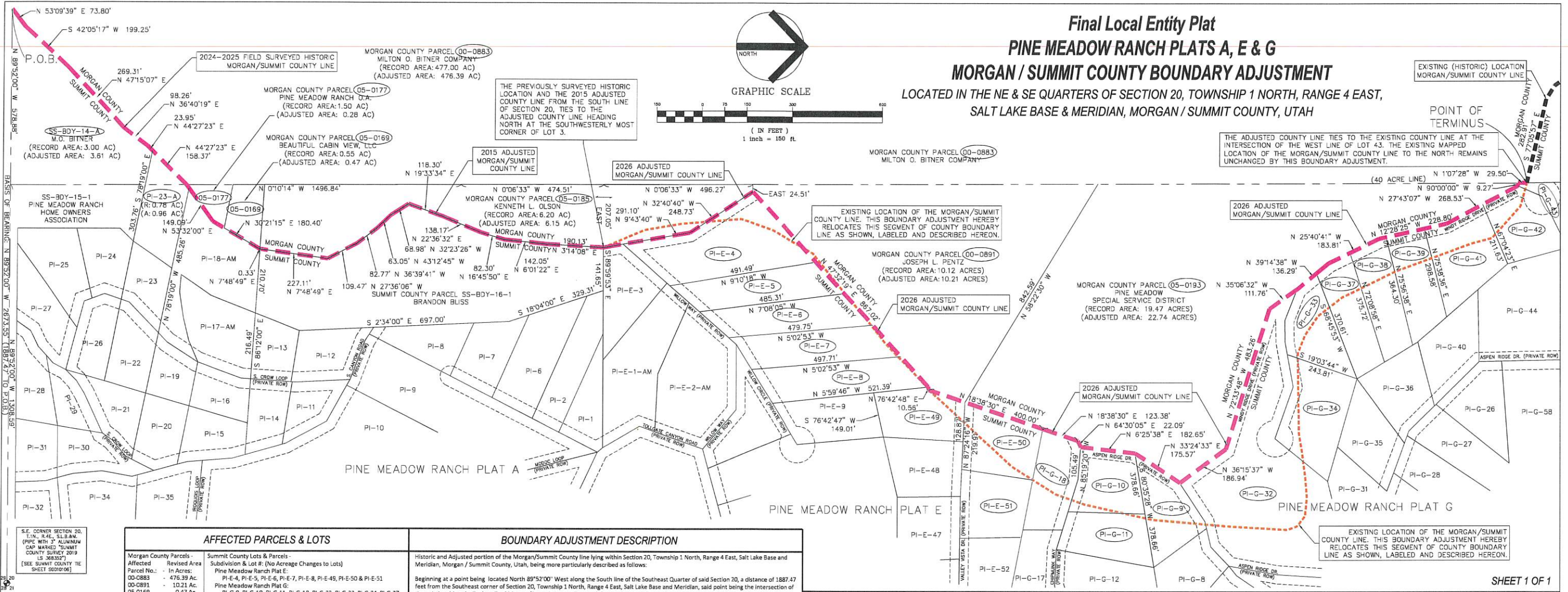
TIME: _____

FEE: _____

BY: _____
 SUMMIT COUNTY RECORDER

Final Local Entity Plat PINE MEADOW RANCH PLATS A, E & G MORGAN / SUMMIT COUNTY BOUNDARY ADJUSTMENT

LOCATED IN THE NE & SE QUARTERS OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN, MORGAN / SUMMIT COUNTY, UTAH



LEGEND

AFFECTED PARCEL TYPE (PI-G-39)
(SEE LIST)

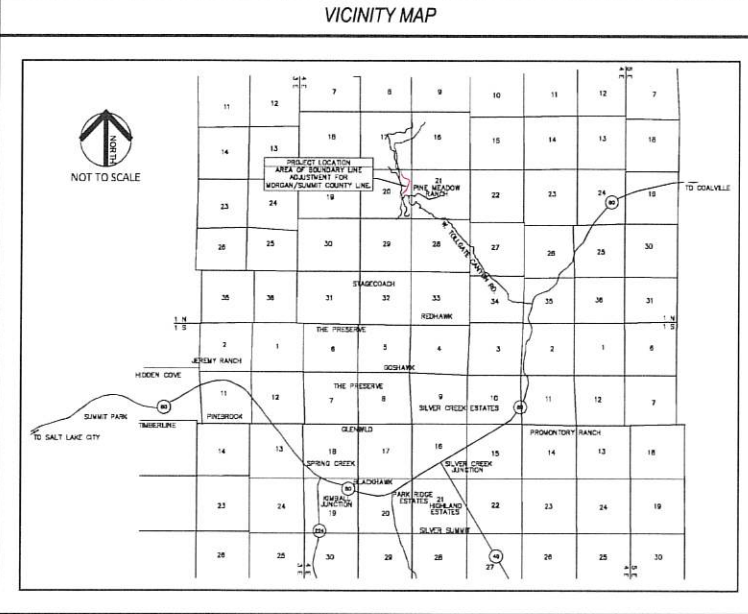
COUNTY BOUNDARY - 2026 ADJUSTED
EXISTING / REMAINS
EXISTING / REMOVED

AFFECTED PARCELS & LOTS	
Morgan County Parcels - Affected Parcel No.: 00-0883 00-0891 05-0169 05-0177 05-0185 05-0193	Summit County Lots & Parcels - Subdivision & Lot #: (No Acreage Changes to Lots) Pine Meadow Ranch Plat E: PI-E-4, PI-E-5, PI-E-6, PI-E-7, PI-E-8, PI-E-49, PI-E-50 & PI-E-51 Pine Meadow Ranch Plat G: PI-G-9, PI-G-10, PI-G-11, PI-G-18, PI-G-32, PI-G-33, PI-G-34, PI-G-37, PI-G-38, PI-G-39, PI-G-41, PI-G-42 & PI-G-43 Affected Parcel No.: PI-23-A SS-BDY-14-A Revised Area in Acres: 476.39 Ac. 10.21 Ac. 0.67 Ac. 0.28 Ac. 6.15 Ac. 22.74 Ac. 0.96 Ac. 3.61 Ac.

BOUNDARY ADJUSTMENT DESCRIPTION

Historic and Adjusted portion of the Morgan/Summit County line lying within Section 20, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah, being more particularly described as follows:

Beginning at a point being located North 89°52'00" West along the South line of the Southeast Quarter of said Section 20, a distance of 1887.47 feet from the Southeast corner of Section 20, Township 1 North, Range 4 East, Salt Lake Base and Meridian, said point being the intersection of the existing, historically described Morgan/Summit County line, and the South line of the Southeast Quarter of said Section 20, Thence leaving said South line and continuing along the existing, historically described Morgan/Summit County line the following ten (10) calls; (1) North 53°09'39" East, a distance of 73.80 feet; (2) North 42°05'17" East, a distance of 199.25 feet; (3) North 47°15'07" East, a distance of 269.31 feet; (4) North 36°40'19" East, a distance of 98.26 feet; (5) North 44°27'23" East, a distance of 158.37 feet; (6) Continuing North 44°27'23" East, a distance of 158.37 feet; (7) North 53°32'00" East, a distance of 14.37 feet, more or less to the Southwesterly most corner of Lot 18, Pine Meadow Ranch Plat A' Subdivision Lots 17 & 18 Amended, according to the official plat thereof on file and of record in the office of the Summit County Recorder, recorded June 27, 2025 at Entry Number 1237955; (8) North 53°32'00" East, a distance of 180.40 feet; (9) North 30°21'15" East, a distance of 180.40 feet; (10) North 7°48'49" East, a distance of 0.33 feet to the Northwesterly most corner of said Lot 18, Pine Meadow Ranch Plat A' Subdivision Lots 17 & 18 Amended, said point being the Southwesterly most corner of Summit County Parcel Number SS-BDY-16-1, and the point of terminus as labeled and depicted on the "Tollgate Canyon Summit/Morgan County Boundary Adjustment", according to the official final local entity plat thereof on file and of record in the office of the Morgan County Recorder and in the office of the Summit County Recorder, recorded October 27, 2015 at Entry Number 1031428 (Survey File Number 50008499); Thence along the Summit/Morgan County boundary, as depicted on said final local entity plat, the following ten (10) calls; (1) North 7°48'49" East, a distance of 22.71 feet; (2) North 7°36'06" West, a distance of 109.47 feet; (3) North 36°39'41" West, a distance of 82.77 feet; (4) North 43°12'45" West, a distance of 63.05 feet; (5) North 32°23'26" West, a distance of 58.98 feet; (6) North 19°33'34" East, a distance of 118.30 feet; (7) North 22°36'32" East, a distance of 138.17 feet; (8) North 16°45'50" East, a distance of 82.30 feet; (9) North 6°01'22" East, a distance of 142.05 feet; (10) North 3°14'08" East, a distance of 190.13 feet to the point of beginning as labeled and depicted on said final local entity plat, said point also being the Southwesterly corner of Lot 3, Pine Meadow Ranch Plat E, recorded November 4, 1987 as Entry No. 279172, according to the official plat thereof on file and of record in the office of the Summit County Recorder; Thence leaving said existing County line and continuing Northerly along the Westerly boundary line of said Pine Meadow Ranch Plat E, the following five (5) calls; (1) North 09°43'40" West, a distance of 291.10 feet; (2) North 32°40'40" West, a distance of 248.73 feet; (3) North 47°32'19" East, a distance of 867.02 feet; (4) North 76°42'48" East, a distance of 10.56 feet; (5) North 18°38'30" East, a distance of 400.00 feet to the Northwesterly most corner of Lot 50 of said Pine Meadow Ranch Plat E, said point also being the Southwesterly most corner of Lot 18, Pine Meadow Ranch Plat G, recorded November 12, 1987 as Entry 279419, according to the official plat thereof on file and of record in the office of the Summit County Recorder and being located in the East half of Section 20, Township 1 North, Range 4 East, Salt Lake Base and Meridian; Thence continuing Northerly along the Westerly boundary line of said Pine Meadow Ranch Plat G, the following thirteen (13) calls; (1) North 18°38'30" East, a distance of 123.38 feet; (2) North 64°30'05" East, a distance of 22.09 feet; (3) North 62°53'38" East, a distance of 182.65 feet; (4) North 33°24'33" East, a distance of 175.57 feet; (5) North 36°15'37" West, a distance of 186.94 feet; (6) North 72°33'48" West, a distance of 483.26 feet; (7) North 35°06'32" West, a distance of 111.76 feet; (8) North 39°14'38" West, a distance of 136.29 feet; (9) North 25°40'41" West, a distance of 183.81 feet; (10) North 12°28'25" West, a distance of 228.80 feet; (11) North 27°43'07" West, a distance of 268.53 feet; (12) North 90°00'00" West (West), a distance of 9.27 feet to the Southwest corner of Lot 43 of said Pine Meadow Ranch Plat G; (13) North 01°07'28" West along said Westerly boundary line of Pine Meadow Ranch Plat G, a distance of 29.50 feet to a point on the existing Morgan/Summit County line and being the point of terminus of the herein described adjusted portion of the Morgan/Summit County line. Said point of terminus being the intersection of the Southerly boundary line of Summit County Parcel SS-BDY-14-A and the Westerly boundary line of said Pine Meadow Ranch Plat G.



SURVEYOR'S CERTIFICATE

I, Gregory R. Wolbach, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License Number 187788 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have prepared this Local Entity Plat for the purpose of adjusting the existing Morgan/Summit County Line for the purposes of real property tax assessment and county record keeping in accordance with Utah Code 17-61-306. I do further certify that this Local Entity Plat is a correct and accurate representation of the land shown and described hereon.

GREGORY R. WOLBACH, PLS 187788
SUMMIT COUNTY SURVEYOR

SURVEYOR'S NARRATIVE

1. The purpose of this local entity plat is to Adjust a portion of the Morgan/Summit County boundary line, memorialize previously adjusted portions and a portion of the field surveyed, historic boundary line, all lying within Section 20, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan / Summit County, Utah.

a. Utah Code 17-61-306(1)(a) Counties sharing a common boundary may, in accordance with the provisions of Subsection (2) and Utah Constitution, Article XI, Section 3 and for purposes of real property tax assessment and county record keeping, adjust all or part of the common boundary to move it, subject to Subsection (1)(b), a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.

b. Basis of Bearing: North 89°52'00" West along the South line of the S.E. 1/4 between the S.E. Corner and the S. 1/4 Corner of Sec. 20, T. 1 N., R. 4 E., S. 1 B. & M., a distance of 2,673.55 feet. See official plat of Pine Meadow Ranch Plat A.

c. The location of the adjusted Morgan/Summit County boundary line, as shown and described hereon, shall commence on the Westerly boundary line of Pine Meadow Ranch Plat E, follow/run along Westerly boundary line of both Pine Meadow Ranch Plat E and Pine Meadow Ranch Plat G, and terminate on the Westerly boundary line of Pine Meadow Ranch Plat G.

d. The original, historic Morgan County line was described, in part, as being "to the summit of the cross range through which the upper canyon of East Canyon creek runs; thence easterly along the summit of said last mentioned range to, and thence northerly along the summit of the range between East Canyon Creek and the Weber river to the Weber river".

e. The original, historic Summit County line was described, in part, as being "thence Southwesterly down said last mentioned summit to and directly across the Weber River; thence southerly along the summit of the range separating East Canyon from the Weber Valley to the summit of the cross range through which the upper canyon of East Canyon runs; thence westerly to the summit of the Wasatch Range".

f. Pine Meadow Ranch Plat E was recorded November 4, 1987 as Entry No. 279172 and Pine Meadow Ranch Plat G was recorded November 12, 1987 as Entry 279419. The Morgan/Summit County line was shown and labeled along the Westerly boundary of Pine Meadow Ranch Plat E from the Westerly most corner of Lot 4 to the Northwesterly most corner of Lot 50. The historic Morgan/Summit County line between Lots 4 and 49 does not exactly follow said Westerly boundary. The Morgan/Summit County line was not shown or labeled on Pine Meadow Ranch Plat G. Utilizing GIS maps from UGRC, Morgan County and Summit County, USGS Quadrangle maps, and related topographic and boundary surveys, we have determined that many of the lots that are adjacent to and along the Western boundary of these two subdivisions are partially located in both Morgan and Summit Counties.

g. Morgan County has not assigned any tax parcel identification numbers to the affected lots, as the two subdivisions were recorded in Summit County.

h. Both Pine Meadow Ranch Plat E and Pine Meadow Ranch Plat G were approved, accepted and recorded under the assumption that they were located entirely within the boundaries of Summit County.

ACCEPTANCE AND JOINT RESOLUTION

Morgan and Summit Counties, for reasons and purposes stated in a Joint Resolution being concurrently recorded herewith, desire to adjust a portion of the county line between their two counties. The two counties hereby resolve that the legislative bodies of both counties adopt and confirm this Final Local Entity Plat and the legal description contained hereon as properly depicting the adjusted portion of the boundary line between said counties. This boundary adjustment has been accepted as provided by Utah Code Section 17-61-306.

The County of Morgan approves this Local Entity Plat of "PINE MEADOW RANCH PLATS A, E & G MORGAN/SUMMIT COUNTY BOUNDARY ADJUSTMENT", as shown hereon, and as set forth in the Joint Resolution between Morgan and Summit Counties.

The County of Summit approves this Local Entity Plat of "PINE MEADOW RANCH PLATS A, E & G MORGAN/SUMMIT COUNTY BOUNDARY ADJUSTMENT", as shown hereon, and as set forth in the Joint Resolution between Morgan and Summit Counties.

Approved this _____ day of _____, 2026

MATT WILSON, CHAIR
MORGAN COUNTY COMMISSION

ATTESTED TO BY:

LESLEY HYDE
MORGAN COUNTY CLERK/AUDITOR (SEAL)

Approved this _____ day of _____, 2026

CANICE HARTE, CHAIR
SUMMIT COUNTY COUNCIL

ATTESTED TO BY:

MALENA STEVENS
SUMMIT COUNTY CLERK (SEAL)

MORGAN COUNTY SURVEYOR

This Final Local Entity Plat, adjusting the common boundary of Morgan / Summit County to correspond with the closest existing property boundary of record, has been found to be in compliance with Section 17-61-306 and with Section 17-73-504 of Utah Code.

Approved this _____ day of _____, 2026

By: _____
MORGAN COUNTY SURVEYOR (ACTING)

SUMMIT COUNTY SURVEYOR

This Final Local Entity Plat, adjusting the common boundary of Morgan / Summit County to correspond with the closest existing property boundary of record, has been found to be in compliance with Section 17-61-306 and with Section 17-73-504 of Utah Code.

Approved this _____ day of _____, 2026

By: GREGORY R. WOLBACH, PLS 187788
SUMMIT COUNTY SURVEYOR

MORGAN COUNTY RECORDER

ENTRY NO. _____

STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:

DATE: _____

TIME: _____

FEE: _____

By: _____
MORGAN COUNTY RECORDER

SUMMIT COUNTY RECORDER

ENTRY NO. _____

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF:

DATE: _____

TIME: _____

FEE: _____

By: _____
SUMMIT COUNTY RECORDER

RESOLUTION NO. _____
JOINT RESOLUTION OF THE SUMMIT COUNTY COUNCIL AND
THE MORGAN COUNTY COMMISSION
TO ADJUST PORTIONS OF COMMON BOUNDARY:
PINE MEADOW RANCH SUBDIVISION PLATS A, E & G

WHEREAS, pursuant to Utah Code §17-61-306(1) and (2) and in accordance with the Utah Constitution, Article XI, Section 3, counties sharing a common boundary may, for purposes of real property tax assessment and county record keeping, adjust all or part of the common boundary to move it a sufficient distance to reach to, and correspond with, the closest existing property boundary of record; and

WHEREAS, the original, historic Morgan County line was described, in part, as being "*to the summit of the cross range through which the upper canyon of the East Canyon creek runs; thence easterly along the summit of said last mentioned range to, and thence northerly along the summit of the range between East Canyon Creek and the Weber river to the Weber river*"; and

WHEREAS, the original, historic Summit County line was described, in part, as being "*thence Southwesterly down said last mentioned summit to and directly across the Weber River; thence southerly along the summit of the range separating East Canyon from the Weber Valley to the summit of the cross range through the upper canyon of East Creek runs; thence westerly to the summit of the Wasatch Range*"; and

WHEREAS, the United States Department of the Interior Geological Survey Quadrangle sheet of Big Dutch Hollow Quadrangle sheet (topographic map) delineates the Morgan / Summit County Line as the ridgeline, which is consistent with the original, historic boundary descriptions; and

WHEREAS, the Pine Meadow Ranch Plat 'A' subdivision was recorded October 3, 1973, as Entry No. 121011 in the office of the Summit County Recorder; and

WHEREAS, Pine Meadow Ranch Plat 'A' Subdivision Lots 17 & 18 Amended was recorded June 27, 2025, as Entry No. 1237555 in the office of the Summit County Recorder; and the Morgan County and Summit County line is delineated on this subdivision plat as being along the westerly boundary of amended Lot 18, which coincides with the historic location (as described and surveyed), but not with the GIS depicted location; and

WHEREAS, in October of 2015, the Morgan County Commission adopted Resolution No. CR-15-06 and the Summit County Council adopted Resolution No. 2015-16, which jointly approved a new county boundary affecting Morgan County Parcel No. 00-0005-0185 and Summit County Parcel No. SS-BDY-16-1 only; (the “2015 Boundary Adjustment”); and

WHEREAS, the requisite documents approving the 2015 Boundary Adjustment were recorded on October 27, 2015, as Entry No. 1031427 in the office of the Summit County Recorder; and

WHEREAS, the Pine Meadow Ranch Plat E subdivision was recorded November 4, 1987, as Entry No. 279172 in the office of the Summit County Recorder, however, the Morgan / Summit County line was incorrectly shown and labeled along the westerly boundary of Pine Meadow Ranch Plat ‘E’ from the westerly most corner of Lot 4 to the northwesterly most corner of Lot 50, which depiction differs from the historic location and the GIS location; and

WHEREAS, the Pine Meadow Ranch Plat G subdivision was recorded November 12, 1987, as Entry 279419 in the office of the Summit County Recorder, however, the Morgan / Summit County line was not shown or labeled on Pine Meadow Ranch Plat G; and

WHEREAS, Morgan County has not assigned any tax parcel identification numbers to any of the lots in either Pine Meadows Ranch Plat E or Pine Meadows Ranch Plat G; and

WHEREAS, the Summit County Recorder-Surveyor has met with the Morgan County Recorder to discuss their mutual boundary as it relates to these Pine Meadow Ranch plats and agreed to work together to adjust the boundary; and

WHEREAS, in accordance with Utah Code §67-1a-6.5, the Summit County Recorder-Surveyor has prepared a final local entity plat to adjust a portion of the Morgan County/Summit County boundary line affecting the Pine Meadows Ranch Plats A, E, and G and lying within Section 20, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan and Summit County, Utah (the “Final Local Entity Plat”); and

WHEREAS, the Final Local Entity Plat shall adjust the Summit County and Morgan County line to memorialize a portion of the historic, existing county line and to follow the existing, approved subdivision boundaries and/or parcel boundaries not located within a subdivision for taxation purposes and to allow lot owners within some of the affected subdivisions the ability to obtain a building permit in the appropriate county; and

WHEREAS, in accordance with Utah Code §17-61-306(2)(a), the legislative bodies of both Morgan County and Summit County held a joint public hearing on the proposed boundary adjustment on July 7, 2026, at the Morgan County Commission meeting room, located at 48 West Young Street, Morgan, Utah; and

WHEREAS, in accordance with Utah Code §17-61-306(2)(b)(i), written notice has been provided at least seven days before the public hearing to each owner of real property whose property (or a portion thereof) may change counties as a result of the proposed boundary adjustment; and

WHEREAS, in accordance with Utah Code §17-61-306(b)(ii), where applicable, written notice has been provided at least seven days before the public hearing to each city, town, school district, special district, special service district, interlocal entity, community reinvestment agency, local building authority, and conservation district whose territory (or a portion thereof) may change counties as the result of the proposed boundary adjustment or whose boundary is aligned with any portion of the existing county boundary that is being proposed for adjustment; and

WHEREAS, the Summit County Council, as the legislative body of Summit County, and the Morgan County Commission, as the legislative body of Morgan County, desire to adopt this joint resolution to approve the proposed boundary adjustment.

NOW, THEREFORE, the SUMMIT COUNTY COUNCIL and the MORGAN COUNTY COMMISSION resolve as follows:

1. The Final Local Entity Plat as prepared by the Summit County Recorder-Surveyor and agreed to by the Morgan County Recorder as found in Exhibit A is hereby approved and within fifteen (15) days after adopting this joint resolution, shall be jointly sent to the Utah Lieutenant Governor's Office.
2. Within fifteen (15) after adopting this joint resolution, the notice of impending boundary action, prepared in accordance with Utah Code §67-1a-6.5 and Utah Code §67-1a-6.5(3) and as found in Exhibit B shall be jointly sent to the Utah Lieutenant Governor's Office.
3. Upon the Utah Lieutenant Governor's issuance of a certificate of boundary adjustment under Utah Code §67-1a-6.5, said original certificate, along with the original notice of an impending boundary action, the original approved Final Local Entity Plat and a certified copy of this joint resolution approving the boundary adjustment shall be submitted to the recorder of the county in which the property is located after the boundary adjustment.

APPROVED, ADOPTED AND PASSED by the Summit County Council and Morgan County Commission on the ___ day of _____, 2026.

SUMMIT COUNTY COUNCIL

Council Chair

ATTEST:

APPROVED AS TO FORM:

County Clerk

Chief Deputy County Attorney

MORGAN COUNTY COMMISSION

Commission Chair

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

EXHIBIT A
Final Local Entity Plat

EXHIBIT B

**Notice of Impending Boundary
Action**

RESOLUTION NO. _____
JOINT RESOLUTION OF THE SUMMIT COUNTY COUNCIL AND
THE MORGAN COUNTY COMMISSION
TO ADJUST PORTIONS OF COMMON BOUNDARY:
THE PRESERVE PHASE THREE SUBDIVISION

WHEREAS, pursuant to Utah Code §17-61-306(1) and (2) and in accordance with the Utah Constitution, Article XI, Section 3, counties sharing a common boundary may, for purposes of real property tax assessment and county record keeping, adjust all or part of the common boundary to move it a sufficient distance to reach to, and correspond with, the closest existing property boundary of record; and

WHEREAS, the original, historic Morgan County line was described, in part, as being "*to the summit of the cross range through which the upper canyon of the East Canyon creek runs; thence easterly along the summit of said last mentioned range to, and thence northerly along the summit of the range between East Canyon Creek and the Weber river to the Weber river*"; and

WHEREAS, the original, historic Summit County line was described, in part, as being "*thence Southwesterly down said last mentioned summit to and directly across the Weber River; thence southerly along the summit of the range separating East Canyon from the Weber Valley to the summit of the cross range through the upper canyon of East Creek runs; thence westerly to the summit of the Wasatch Range*"; and

WHEREAS, the United States Department of the Interior Geological Survey Quadrangle sheet of Big Dutch Hollow Quadrangle sheet (topographic map) delineates the Morgan / Summit County Line as the ridgeline, which is consistent with the original, historic boundary descriptions; and

WHEREAS, the Preserve Phase 3 Subdivision plat (the "Preserve Plat") was recorded August 8, 2007, as Entry No. 8216716 in the office of the Summit County Recorder and said plat delineates the "approximate Summit / Morgan County Line" but the Summit County Recorder-Surveyor has determined that this delineation differs from the historic location and the GIS location; and

WHEREAS, portions of the "Open Space" parcel and "Open Space 2" parcel on the Preserve Plat are in both Summit County and Morgan County; and

WHEREAS, the Summit County Recorder-Surveyor has met with the Morgan County Recorder to discuss their mutual boundary as it relates to the Preserve Plat and agreed to work together to adjust the boundary; and

WHEREAS, in accordance with Utah Code §67-1a-6.5, the Summit County Recorder-Surveyor has prepared a final local entity plat to adjust a portion of the Morgan County/Summit County boundary line affecting the Preserve Plat and lying within Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan and Summit County, Utah (the “Final Local Entity Plat”); and

WHEREAS, the Final Local Entity Plat shall adjust the Summit County and Morgan County line to follow the existing, common boundary line between “Open Space” and “Open Space 2”, as depicted on the official subdivision plat for taxation purposes; and

WHEREAS, in accordance with Utah Code §17-61-306(2)(a), the legislative bodies of both Morgan County and Summit County held a joint public hearing on the proposed boundary adjustment on July 7, 2026, at the Morgan County Commission meeting room, located at 48 West Young Street, Morgan, Utah; and

WHEREAS, in accordance with Utah Code §17-61-306(2)(b)(i), written notice has been provided at least seven days before the public hearing to each owner of real property whose property (or a portion thereof) may change counties as a result of the proposed boundary adjustment; and

WHEREAS, in accordance with Utah Code §17-61-306(b)(ii), where applicable, written notice has been provided at least seven days before the public hearing to each city, town, school district, special district, special service district, interlocal entity, community reinvestment agency, local building authority, and conservation district whose territory (or a portion thereof) may change counties as the result of the proposed boundary adjustment or whose boundary is aligned with any portion of the existing county boundary that is being proposed for adjustment; and

WHEREAS, the Summit County Council, as the legislative body of Summit County, and the Morgan County Commission, as the legislative body of Morgan County, desire to adopt this joint resolution to approve the proposed boundary adjustment.

NOW, THEREFORE, the SUMMIT COUNTY COUNCIL and the MORGAN COUNTY COMMISSION resolve as follows:

1. The Final Local Entity Plat as prepared by the Summit County Recorder-Surveyor and agreed to by the Morgan County Recorder as found in Exhibit A is hereby approved and within fifteen (15) days after adopting this joint resolution, shall be jointly sent to the Utah Lieutenant Governor's Office.
2. Within fifteen (15) after adopting this joint resolution, the notice of impending boundary action, prepared in accordance with Utah Code §67-1a-6.5 and Utah Code §67-1a-6.5(3) and as found in Exhibit B shall be jointly sent to the Utah Lieutenant Governor's Office.
3. Upon the Utah Lieutenant Governor's issuance of a certificate of boundary adjustment under Utah Code §67-1a-6.5, said original certificate, along with the original notice of an impending boundary action, the original approved Final Local Entity Plat and a certified copy of this joint resolution approving the boundary adjustment shall be submitted to the recorder of the county in which the property is located after the boundary adjustment.

APPROVED, ADOPTED AND PASSED by the Summit County Council and Morgan County Commission on the ___ day of _____, 2026.

SUMMIT COUNTY COUNCIL

Council Chair

ATTEST:

APPROVED AS TO FORM:

County Clerk

Chief Deputy County Attorney

MORGAN COUNTY COMMISSION

Commission Chair

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

EXHIBIT A
Final Local Entity Plat

EXHIBIT B

**Notice of Impending Boundary
Action**

RESOLUTION NO. _____
JOINT RESOLUTION OF THE SUMMIT COUNTY COUNCIL AND
THE MORGAN COUNTY COMMISSION
TO ADJUST PORTIONS OF COMMON BOUNDARY:
STAGECOACH ESTATES SUBDIVISION PLATS A, B, D & E

WHEREAS, pursuant to Utah Code §17-61-306(1) and (2) and in accordance with the Utah Constitution, Article XI, Section 3, counties sharing a common boundary may, for purposes of real property tax assessment and county record keeping, adjust all or part of the common boundary to move it a sufficient distance to reach to, and correspond with, the closest existing property boundary of record; and

WHEREAS, the original, historic Morgan County line was described, in part, as being "*to the summit of the cross range through which the upper canyon of the East Canyon creek runs; thence easterly along the summit of said last mentioned range to, and thence northerly along the summit of the range between East Canyon Creek and the Weber river to the Weber river*"; and

WHEREAS, the original, historic Summit County line was described, in part, as being "*thence Southwesterly down said last mentioned summit to and directly across the Weber River; thence southerly along the summit of the range separating East Canyon from the Weber Valley to the summit of the cross range through the upper canyon of East Creek runs; thence westerly to the summit of the Wasatch Range*"; and

WHEREAS, the United States Department of the Interior Geological Survey Quadrangle sheet of Big Dutch Hollow Quadrangle sheet (topographic map) delineates the Morgan / Summit County Line as the ridgeline, which is consistent with the original, historic boundary descriptions; and

WHEREAS, the Stagecoach Estates Plat A subdivision was recorded August 3, 1970, as Entry No. 111500 in the office of the Summit County Recorder and the "Summit Co." and "Morgan Co." county line is depicted on said plat as being along the northwesterly boundary of Lots 79, 101 & 100 and the westerly boundary of Lots 90, 91 & 92, which depiction differs from the historic location and the GIS location; and

WHEREAS, the Stagecoach Estates Plat B subdivision was recorded March 21, 1988, as Entry No. 287461 in the office of the Summit County Recorder and the Summit County and Morgan County line is not delineated on said subdivision plat; and

WHEREAS, the Stagecoach Estates Plat D subdivision was recorded March 21, 1988, as Entry No. 287463 in the office of the Summit County Recorder and the Summit County and Morgan County line is not delineated on said subdivision plat; and

WHEREAS, the Stagecoach Estates Plat E subdivision was recorded July 27, 2006, as Entry No. 103793 in the office of the Morgan County Recorder and the Morgan County and Summit County line is depicted on this subdivision plat as being along the southeasterly boundary of Lots 1, 2 & 3 and the southerly boundary of Lot 3, however this depiction differs from the historic location and the GIS location; and

WHEREAS, Summit County has not assigned any tax parcel identification numbers to any of the lots in the Stagecoach Estates Plat E subdivision; and

WHEREAS, the Summit County Recorder-Surveyor has met with the Morgan County Recorder to discuss their mutual boundary as it relates to these Stagecoach Estates plats and agreed to work together to adjust the boundary; and

WHEREAS, in accordance with Utah Code §67-1a-6.5, the Summit County Recorder-Surveyor has prepared a final local entity plat to adjust a portion of the Morgan County/Summit County boundary line affecting the Stagecoach Estates Plats A, B, D & E and lying within Sections 29, 30 & 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian, Morgan and Summit County, Utah (the “Final Local Entity Plat”); and

WHEREAS, the Final Local Entity Plat shall adjust the Summit County and Morgan County line to follow the existing, approved subdivision boundaries and/or parcel boundaries not located within a subdivision for taxation purposes and to allow lot owners within some of the affected subdivisions the ability to obtain a building permit in the appropriate county; and

WHEREAS, in accordance with Utah Code §17-61-306(2)(a), the legislative bodies of both Morgan County and Summit County held a joint public hearing on the proposed boundary adjustment on July 7, 2026, at the Morgan County Commission meeting room, located at 48 West Young Street, Morgan, Utah; and

WHEREAS, in accordance with Utah Code §17-61-306(2)(b)(i), written notice has been provided at least seven days before the public hearing to each owner of real property whose property (or a portion thereof) may change counties as a result of the proposed boundary adjustment; and

WHEREAS, in accordance with Utah Code §17-61-306(b)(ii), where applicable, written notice has been provided at least seven days before the public hearing to each city,

town, school district, special district, special service district, interlocal entity, community reinvestment agency, local building authority, and conservation district whose territory (or a portion thereof) may change counties as the result of the proposed boundary adjustment or whose boundary is aligned with any portion of the existing county boundary that is being proposed for adjustment; and

WHEREAS, the Summit County Council, as the legislative body of Summit County, and the Morgan County Commission, as the legislative body of Morgan County, desire to adopt this joint resolution to approve the proposed boundary adjustment.

NOW, THEREFORE, the SUMMIT COUNTY COUNCIL and the MORGAN COUNTY COMMISSION resolve as follows:

1. The Final Local Entity Plat as prepared by the Summit County Recorder-Surveyor and agreed to by the Morgan County Recorder as found in Exhibit A is hereby approved and within fifteen (15) days after adopting this joint resolution, shall be jointly sent to the Utah Lieutenant Governor's Office.
2. Within fifteen (15) after adopting this joint resolution, the notice of impending boundary action, prepared in accordance with Utah Code §67-1a-6.5 and Utah Code §67-1a-6.5(3) and as found in Exhibit B shall be jointly sent to the Utah Lieutenant Governor's Office.
3. Upon the Utah Lieutenant Governor's issuance of a certificate of boundary adjustment under Utah Code §67-1a-6.5, said original certificate, along with the original notice of an impending boundary action, the original approved Final Local Entity Plat and a certified copy of this joint resolution approving the boundary adjustment shall be submitted to the recorder of the county in which the property is located after the boundary adjustment.

APPROVED, ADOPTED AND PASSED by the Summit County Council and Morgan County Commission on the ___ day of _____, 2026.

SUMMIT COUNTY COUNCIL

Council Chair

ATTEST:

APPROVED AS TO FORM:

County Clerk

Chief Deputy County Attorney

MORGAN COUNTY COMMISSION

Commission Chair

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

EXHIBIT A
Final Local Entity Plat

EXHIBIT B
Notice of Impending Boundary
Action



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: (435) 800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

Commission Meeting Date: 07/07/26 Time Requested: 15 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – *Residential Sprinkler Requirements*: Request to amend Morgan County Code Section 152.05 addressing when and where residential sprinklers are and are not required.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING

MEMORANDUM

TO: Morgan County Commission

DATE: July 7, 2026

FROM: Morgan County Fire Department, applicant

SUBJECT: Residential Fire Sprinkler System Requirement Text Amendment (§ 152.05)

SUMMARY: Clarifies where residential fire sprinkler systems are required, and requirements for fire sprinkler system permits and fire sprinkler system completion.

The Morgan County Fire Department proposes a text amendment to § 152.05 Residential Fire Sprinkler System Requirement to clarify which areas clearly fall within the high-risk Wildland Urban Interface and/or the Utah Wildfire Risk Assessment Portal, which area falls outside the Wildland Urban Interface, and generally incorporates updates to state code and state administrative code into the Morgan County Code.

§ 152.05 RESIDENTIAL FIRE SPRINKLER SYSTEM REQUIREMENT.

(A) *Fire sprinkler system requirements.* Automatic fire sprinkler systems are required to **SHALL** be installed in any new residential structure in Morgan County, if any of the following conditions exist:

(1) ~~The structure:~~ **ALL STRUCTURES LOCATED WITHIN THE HIGH RISK WILDLAND URBAN INTERFACE AS DEFINED IN THE WILDLAND URBAN INTERFACE CODE (WUI), THE UTAH WILDFIRE RISK ASSESSMENT PORTAL (UWRAP), OR BOTH. THIS INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING AREAS:**

~~(a)–Is located in an wildland urban interface area as provided in the Utah Wildland Urban Interface Code, adopted as a construction code under the State Construction Code; and~~

~~(b)–Does not meet the requirements described in UCA § 65A-8-203(4)(a) and Utah Administrative Code, R652-122-1300, Minimum Standards for County Wildland Fire Ordinance;~~

(a) HARDSCRABBLE ROAD WEST OF THE PRIVATE GATE

(b) EAST CANYON ROAD UPSTREAM FROM WHITE'S CROSSING BRIDGE

(c) ALL AREAS ABOVE, AND INCLUDING, THE EAST CANYON RESORT

(d) WASATCH PEAKS RANCH

(e) COTTONWOOD CANYON UPSTREAM FROM BROWNING ARMS

(2) ANY SINGLE-FAMILY RESIDENTIAL STRUCTURE OVER TEN THOUSAND (10,000) SQUARE FEET.

(a) ALL SQUARE FOOTAGE CALCULATIONS INCLUDE THE COMBINED TOTAL LIVING AND USABLE SPACE FOR ALL FLOORS OF THE STRUCTURE.

(3) ALL STRUCTURES IN SUBSECTION (A)(1) THROUGH (A)(2) SHALL BE CONSTRUCTED WITH NON-COMBUSTIBLE EXTERIORS AND FOLLOW ALL FIRE WISE DEFENSIBLE SPACE REQUIREMENTS AS DEFINED IN THE WUI CODE AND UWRAP IN ALL THE ABOVE LISTED AREAS AND SIZES.

(4) EXCEPTION FOR THE WEBER RIVER BOTTOMS. THE MAJORITY OF THE WEBER RIVER BOTTOMS (WRB) DOES NOT MEET THE CRITERIA FOR WUI AND SHALL NOT BE REQUIRED TO INSTALL RESIDENTIAL FIRE SPRINKLERS.

(a) WEBER RIVER BOTTOMS DEFINITION. THE WRB IS DEFINED AS ALL LANDS LOCATED WITHIN AN AREA BEGINNING AT MORGAN VALLEY DRIVE AND STATE ST. (EAST CANYON RD) THEN NORTH ON MORGAN VALLEY DR. TO 4300 NORTH ST. (PETERSON EXIT) THEN EAST ON 4300 N. TO OLD HWY. RD. THEN SOUTH ON OLD HIGHWAY RD. TO POINT OF BEGINNING AT MORGAN VALLEY DRIVE AND STATE ST. (EAST CANYON RD).

(b) ALL AREAS OUTSIDE THE DEFINED WRB SHALL ASSESSED ON AN INDIVIDUAL BASIS USING THE INTERNATIONAL WILDLAND URBAN INTERFACE CODE APPENDIX C FIRE HAZARD SEVERITY FORM. INDIVIDUAL ASSESSMENT SCORES MAY, OR MAY NOT, REQUIRE SPRINKLER SYSTEMS AND/OR NON-COMBUSTIBLE EXTERIORS. THE MORGAN COUNTY FIRE DEPARTMENT SHALL CONDUCT THE ASSESSMENTS.

(5) ANY AMENDMENTS TO THE CODES LISTED IN DIVISIONS (A)(1) THROUGH (A)(4) ABOVE AS REQUIRED BY THE STATE CODE AND STATE ADMINISTRATIVE CODE TO MAINTAIN CONSISTENCY WITH STATE-ADOPTED STANDARDS SHALL BE DEEMED ADOPTED AND INCORPORATED HEREIN BY REFERENCE WITHOUT THE NEED FOR FURTHER LEGISLATIVE ACTION, UNLESS THE COUNTY COMMISSION AFFIRMATIVELY PROVIDES OTHERWISE. NOTHING HEREIN SHALL LIMIT THE COUNTY'S AUTHORITY TO ADOPT AMENDMENTS, EXCEPTIONS, OR MODIFICATIONS TO THE ADOPTED CODE, PROVIDED SUCH LOCAL PROVISIONS REMAIN CONSISTENT WITH AND DO NOT CONFLICT WITH APPLICABLE STATE LAW.

~~(2)–The structure is in an area where a public water distribution system with fire hydrants does not exist as required in Utah Administrative Code, R309-550-5, Water Main Design;~~

~~(3)–The only fire apparatus access road has a grade greater than 10% for more than 500 continual feet;~~

~~(4)–The total floor area of all floor levels within the exterior walls of the dwelling unit exceeds 10,000 square feet; or~~

~~(5)–The total floor area of all floor levels within the exterior walls of the dwelling unit is double the average of the total floor area of all floor levels of unsprinkled homes in the subdivision that are no larger than 10,000 square feet.~~

~~(6)–Exception. A single-family dwelling does not require a fire sprinkler system if the dwelling:~~

~~(a)–Is located outside the wildland urban interface;~~

~~(b)–Is built in a one-lot subdivision; and~~

~~(c)–Has 50 feet of defensible space on all sides that limits the propensity of fire spreading from the dwelling to another property.~~

~~(7)–As a general rule, any residential structure that does not exceed 3,600 square feet of living space as defined in the International Residential Code is not required to install an automatic fire sprinkler system unless the authority having jurisdiction determines there is a substantial public health or safety interest to require installation of the same.~~

(B) *Fire sprinkler system permits.*

(1) Prior to permit approval, the Morgan County ~~Bureau of Fire~~ **FIRE DEPARTMENT** ("MCBFP") must receive and review all fire sprinkler system plans, calculations, and other information pertaining to the fire suppression system as well as the project's physical address, lot number, and building permit number.

(2) Fire sprinkler system plans must specify an approximate location of interior and exterior alarm notification appliance location in accordance with any other applicable code and be approved by MCBFP official **THE MORGAN COUNTY FIRE MARSHAL OR FIRE CHIEF**.

(C) *Fire sprinkler system completion.* At the completion of the project, the fire sprinkler contractor must provide and/or verify that the following has been completed:

(1) *Hydraulic design information sign.* Provide a hydraulic design information sign for each design area on the riser to indicate the location of the design area, the discharge densities over the design area, the required flow and residual pressure demand at the base of riser and hose stream demand included in addition to the sprinkler demand (NFPA 13-24.5);

(2) *Electric horn and strobe.* Verify that power has been provided to the outside electric horn and strobe/interior alarms and that all are operational and in an approved location.

(3) *Pressure gauges.* Provide pressure gauges such that a gauge is located above and below the backflow prevention device and/or check valve on anti-freeze system, to measure the supply and system pressures.

(4) *Sprinkler systems equipped with booster pumps.* All equipment related to the operation of supplied booster pump must be labeled and distinguishable to prevent system failure.

(5) *Address for structure.* Verify that the general contractor has provided the correct address identification for the structure.

(6) *Stock of spare sprinklers.* Provide a supply of spare sprinklers in accordance with applicable standard:

6.1.1 NFPA 13 Section 6.2.9 - Stock of Sprinklers.

6.1.2 NFPA 13R Section 11.19 Sprinklers.

6.1.3 NFPA 13D - Not Applicable.

(7) *System acceptance.* Upon completion of divisions (C)(1) - (6), the system shall be tested to verify system will operate as per design criteria submitted by the fire sprinkler contractor to MCBFP. Tests shall be approved by **MCBFP MORGAN COUNTY FIRE DEPARTMENT.**

RECOMMENDED MOTIONS

Sample Motion for a *Recommendation for Approval* – “I move we approve the text amendment for § 152.05 Residential Fire Sprinkler System Requirement based on the findings listed in the memorandum dated July 7, 2026.”

Sample Motion for *Approval with Conditions* – “I move we approve the text amendment for § 152.05 Residential Fire Sprinkler System Requirement based on the findings listed in the memorandum dated July 7, 2026, with the following additional conditions:”

1. *List any additional findings and conditions...*

Sample Motion for *Denial* – “I move we deny the text amendment for § 152.05 Residential Fire Sprinkler System Requirement with the following findings:”

1. *List any additional findings...*

ORDINANCE NO. CO-26-13

AN AMENDMENT TO THE LAND USE MANAGEMENT CODE FOR MORGAN COUNTY AMENDING SECTION § 152.05 RESIDENTIAL FIRE SPRINKLER SYSTEM REQUIREMENT TO ALIGN WITH THE NEW STANDARDS ESTABLISHED BY THE MORGAN COUNTY FIRE DEPARTMENT, OTHERWISE KNOWN AS THE FIRE SPRINKLER CODE TEXT AMENDMENT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Morgan County Commission has previously established land use management regulations for Morgan County as Title XV of the Morgan County Code which established, among other things, the requirements for the installment of residential fire sprinkler systems; and

WHEREAS, the regulations established by the Morgan County Commission in Title XV of the Morgan County Code have been determined by the Morgan County staff and the Morgan County Commission to be in need of revision to address these concerns;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF MORGAN COUNTY, STATE OF UTAH:

Section 1. Amendment and Adoption. Title XV of the Morgan County Code is hereby amended and adopted to update a portion of the residential fire sprinkler system requirement of Chapter 152 Fire Prevention and Protection, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective after subsequent publication in accordance with State Law, but not before 15 days after its passage.

APPROVED, ADOPTED AND PASSED and ordered published by the Morgan County Commission, this 7th Day of July 2026.

ATTEST:

MORGAN COUNTY COMMISSION

Leslie A. Hyde
Morgan County Clerk/Auditor

Matthew Wilson
County Commission Chair

APPROVED AS TO FORM

Commission
Members

Voting:

AYE

NAY

ABSENT

Garrett Smith
Morgan County Attorney

Vaughn Nickerson

Mike Newton

Raelene Blocker

Matthew Wilson

Blaine Fackrell

Exhibit “A”: Fire Sprinkler Code Text Amendment

§ 152.05 RESIDENTIAL FIRE SPRINKLER SYSTEM REQUIREMENT.

(A) *Fire sprinkler system requirements.* Automatic fire sprinkler systems ~~are required to~~ **SHALL** be installed in any new residential structure in Morgan County, ~~if any of the following conditions exist:~~

(1) ~~The structure:~~ **ALL STRUCTURES LOCATED WITHIN THE HIGH RISK WILDLAND URBAN INTERFACE AS DEFINED IN THE WILDLAND URBAN INTERFACE CODE (WUI), THE UTAH WILDFIRE RISK ASSESSMENT PORTAL (UWRAP), OR BOTH. THIS INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING AREAS:**

~~(a) Is located in an wildland urban interface area as provided in the Utah Wildland Urban Interface Code, adopted as a construction code under the State Construction Code; and~~

~~(b) Does not meet the requirements described in UCA § 65A-8-203(4)(a) and Utah Administrative Code, R652-122-1300, Minimum Standards for County Wildland Fire Ordinance;~~

(a) HARDCRABBLE ROAD WEST OF THE PRIVATE GATE

(b) EAST CANYON ROAD UPSTREAM FROM WHITE’S CROSSING BRIDGE

(c) ALL AREAS ABOVE, AND INCLUDING, THE EAST CANYON RESORT

(d) WASATCH PEAKS RANCH

(e) COTTONWOOD CANYON UPSTREAM FROM BROWNING ARMS

(2) ANY SINGLE-FAMILY RESIDENTIAL STRUCTURE OVER TEN THOUSAND (10,000) SQUARE FEET. ALL SQUARE FOOTAGE CALCULATIONS INCLUDE THE COMBINED TOTAL LIVING AND USABLE SPACE FOR ALL FLOORS OF THE STRUCTURE.

(3) ALL STRUCTURES IN SUBSECTION (A)(1) THROUGH (A)(2) SHALL BE CONSTRUCTED WITH NON-COMBUSTIBLE EXTERIORS AND FOLLOW ALL FIRE WISE DEFENSIBLE SPACE REQUIREMENTS AS DEFINED IN THE WUI CODE AND UWRAP IN ALL THE ABOVE LISTED AREAS AND SIZES.

(4) EXCEPTION FOR THE WEBER RIVER BOTTOMS. THE MAJORITY OF THE WEBER RIVER BOTTOMS (WRB) DOES NOT MEET THE CRITERIA FOR WUI AND SHALL NOT BE REQUIRED TO INSTALL RESIDENTIAL FIRE SPRINKLERS.

(a) WEBER RIVER BOTTOMS DEFINITION. THE WRB IS DEFINED AS ALL LANDS LOCATED WITHIN AN AREA BEGINNING AT MORGAN VALLEY DRIVE AND STATE ST. (EAST CANYON RD) THEN NORTH ON MORGAN VALLEY DR. TO 4300 NORTH ST. (PETERSON EXIT) THEN EAST ON 4300 N. TO OLD HWY. RD. THEN SOUTH ON OLD HIGHWAY RD. TO POINT OF BEGINNING AT MORGAN VALLEY DRIVE AND STATE ST. (EAST CANYON RD).

(b) ALL AREAS OUTSIDE THE DEFINED WRB SHALL ASSESSED ON AN INDIVIDUAL BASIS USING THE INTERNATIONAL WILDLAND URBAN INTERFACE CODE APPENDIX C FIRE HAZARD SEVERITY FORM. INDIVIDUAL ASSESSMENT SCORES MAY, OR MAY NOT, REQUIRE SPRINKLER SYSTEMS AND/OR NON-COMBUSTIBLE EXTERIORS. THE MORGAN COUNTY FIRE DEPARTMENT SHALL CONDUCT THE ASSESSMENTS.

(5) ANY AMENDMENTS TO THE CODES LISTED IN DIVISIONS (A)(1) THROUGH (A)(4) ABOVE AS REQUIRED BY THE STATE CODE AND STATE ADMINISTRATIVE CODE TO MAINTAIN CONSISTENCY WITH STATE-ADOPTED STANDARDS SHALL BE DEEMED ADOPTED AND INCORPORATED HEREIN BY REFERENCE WITHOUT THE NEED FOR FURTHER LEGISLATIVE ACTION, UNLESS THE COUNTY COMMISSION AFFIRMATIVELY PROVIDES OTHERWISE. NOTHING HEREIN SHALL LIMIT THE COUNTY'S AUTHORITY TO ADOPT AMENDMENTS, EXCEPTIONS, OR MODIFICATIONS TO THE ADOPTED CODE, PROVIDED SUCH LOCAL PROVISIONS REMAIN CONSISTENT WITH AND DO NOT CONFLICT WITH APPLICABLE STATE LAW.

~~(2) The structure is in an area where a public water distribution system with fire hydrants does not exist as required in Utah Administrative Code, R309-550-5, Water Main Design;~~

~~(3) The only fire apparatus access road has a grade greater than 10% for more than 500 continual feet;~~

~~(4) The total floor area of all floor levels within the exterior walls of the dwelling unit exceeds 10,000 square feet; or~~

~~(5) The total floor area of all floor levels within the exterior walls of the dwelling unit is double the average of the total floor area of all floor levels of unsprinkled homes in the subdivision that are no larger than 10,000 square feet.~~

~~(6) Exception. A single family dwelling does not require a fire sprinkler system if the dwelling:~~

~~(a) Is located outside the wildland urban interface;~~

~~(b) Is built in a one lot subdivision; and~~

~~(c) Has 50 feet of defensible space on all sides that limits the propensity of fire spreading from the dwelling to another property.~~

~~(7) As a general rule, any residential structure that does not exceed 3,600 square feet of living space as defined in the International Residential Code is not required to install an automatic fire sprinkler system unless the authority having jurisdiction determines there is a substantial public health or safety interest to require installation of the same.~~

(B) *Fire sprinkler system permits.*

(1) Prior to permit approval, the Morgan County **FIRE DEPARTMENT** ~~Bureau of Fire ("MCBFP")~~ must receive and review all fire sprinkler system plans, calculations, and other information pertaining to the fire suppression system as well as the project's physical address, lot number, and building permit number.

(2) Fire sprinkler system plans must specify an approximate location of interior and exterior alarm notification appliance location in accordance with any other applicable code and be approved by ~~MCBFP official~~ **THE MORGAN COUNTY FIRE MARSHAL OR FIRE CHIEF.**

(C) *Fire sprinkler system completion.* At the completion of the project, the fire sprinkler contractor must provide and/or verify that the following has been completed:

(1) *Hydraulic design information sign.* Provide a hydraulic design information sign for each design area on the riser to indicate the location of the design area, the discharge densities over the design area, the required flow and residual pressure demand at the base of riser and hose stream demand included in addition to the sprinkler demand (NFPA 13-24.5);

(2) *Electric horn and strobe.* Verify that power has been provided to the outside electric horn and strobe/interior alarms and that all are operational and in an approved location.

(3) *Pressure gauges.* Provide pressure gauges such that a gauge is located above and below the backflow prevention device and/or check valve on anti-freeze system, to measure the supply and system pressures.

(4) *Sprinkler systems equipped with booster pumps.* All equipment related to the operation of supplied booster pump must be labeled and distinguishable to prevent system failure.

(5) *Address for structure.* Verify that the general contractor has provided the correct address identification for the structure.

(6) *Stock of spare sprinklers.* Provide a supply of spare sprinklers in accordance with applicable standard:

6.1.1 NFPA 13 Section 6.2.9 - Stock of Sprinklers.

6.1.2 NFPA 13R Section 11.19 Sprinklers.

6.1.3 NFPA 13D - Not Applicable.

(7) *System acceptance.* Upon completion of divisions (C)(1) - (6), the system shall be tested to verify system will operate as per design criteria submitted by the fire sprinkler contractor to MCBFP. Tests shall be approved by ~~MCBFP~~ **MORGAN COUNTY FIRE DEPARTMENT.**



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: (435) 800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

Commission Meeting Date: 07/07/26 Time Requested: 10 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – *Personal Power Generation*: request to amend the Morgan County Code, Section 155.008 & Section 155.082 regarding Personal Power Generation definition and use regulations.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING

MEMORANDUM

TO: Morgan County Commission
FROM: Morgan County Planning & Development Services Staff
SUBJECT: Personal Power Generation Code Text Amendment

SUMMARY: Request for approval of a text amendment to the Morgan County Code (MCC) to amend power generation permitting regulations for Rural, Residential, and Commercial Districts from a Conditional Use Permit to permitted with the issuance of a Building Permit.

Morgan County Commission directed staff to amend the Morgan County Code. The proposed revisions modify the regulations governing power generation by changing the permitting requirements for generators from a Conditional Use Permit (CUP) to a building permit. This change would allow generators to be approved through the building permit process rather than through the Conditional Use Permit process and provide an updated definition to § 155.008 of the ordinance.

The proposed amendment removes language and standards currently outlined in § 155.082, Use Regulations. Additionally, a definition for "power generation" is added to provide greater clarity and support consistent interpretation and administration of the ordinance. These revisions ensure reasonable expectations for lot owners, application of the code, and support fair and defensible administration by county staff.

Planning Commission

The Planning Commission heard about this item on June 25, 2026. The text amendment is proposing to revise a portion of section § 155.082 Use Regulations by changing power generation (personal) to being permitted in the Multi-Use, Forestry, Agriculture, and Rural Residential Districts while maintaining that the power generation (commercial) will still require a CUP. The text amendment also proposes a revised definition of power generation to be added in section § 155.008 of MCC.

The Planning Commission made the following recommendation:

Member Taylor moved to recommend approval to the County Commission for the personal power generator code text amendment based on the findings listed in the memorandum dated June 25th 2026 with the following conditions:

- 1. This text amendment shall apply across all zones.***
- 2. The Maximum decibel reading 70 decibels at property line closest to the complainant.***

3. ***Under the definition let it read “the installation should be permitted with the issuance of a building permit. This includes roof mounted solar, micro hydro generation or diesel or fuel driven generators. Diesel or fuel generators shall be restricted to fuel storage allowances by the Fire Code and approval by the local fire department having jurisdiction.***

Member Watt seconds. Motion carries unanimously.

The Planning Commission’s recommended requirements for power generation are found on pages 3 and 4.

ATTORNEY GUIDANCE

Legislative Review:

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed text amendment is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the application conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-27a-801(3). The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.” While I have not seen any case law testing this new standard, I highly recommend that any decisions by the Planning Commission or County Commission include references to the standards in Morgan County Code and Utah State Code to support them and provide a solid basis for review. In that regard, the State Code standards include:

§ 17-79-101. Purposes — General land use authority — Limitations.

(1) The purposes of this chapter are to:

- (i) provide for the health, safety, and welfare;
- (ii) promote the prosperity;
- (iii) improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county’s present and future inhabitants and businesses;
- (iv) protect the tax base;
- (v) secure economy in governmental expenditures;
- (vi) foster the state’s agricultural and other industries;
- (vii) protect both urban and nonurban development;
- (viii) protect and ensure access to sunlight for solar energy devices;
- (ix) provide fundamental fairness in land use regulation;
- (x) facilitate orderly growth and allow growth in a variety of housing types; and
- (xi) protect property values.

(b) Subject to Subsection (4) and Section 11-41-103, to accomplish the purposes of this chapter, a county may enact all ordinances, resolutions, and rules and may enter into other

forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county or a designated mountainous planning district, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (i)uses;
- (ii)density;
- (iii)open spaces;
- (iv)structures;
- (v)buildings;
- (vi)energy-efficiency;
- (vii)light and air;
- (viii)air quality;
- (ix)transportation and public or alternative transportation;
- (x)infrastructure;
- (xi)street and building orientation and width requirements;
- (xii)public facilities;
- (xiii)fundamental fairness in land use regulation; and
- (xiv)considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.

PROPOSED TEXT

§ 155.008 DEFINITIONS.

POWER GENERATION. The installation of any type of power generation shall be permitted with the issuance of a building permit; This includes roof mounted solar, micro-hydro generation, or diesel or fuel driven generators. Diesel or fuel driven generators shall be restricted to fuel storage allowances by the Fire Code and approval by the local fire department having jurisdiction. Maximum decibel readings shall be 70db from the property line of the closest complainant.

§ 155.082 USE REGULATIONS.

	Districts			
	<i>MU-160</i>	<i>F-1</i>	<i>A-20</i>	<i>Rural Residential</i>
Power generation (commercial)	C2	C2	C2	-
Power generation (personal use)	P	P	P	P

RECOMMENDED MOTIONS

Sample Motion for a *Recommendation for Approval* – “I move we approve the Personal Power Generation Code Text Amendment based on the findings listed in the memorandum dated July 7, 2026.”

Sample Motion for *Approval with Conditions* – “I move we approve the Personal Power Generation Code Text Amendment based on the findings listed in the memorandum dated July 7, 2026, with the following additional conditions:”

1. *List any additional findings and conditions...*

Sample Motion for *Denial* – “I move we deny the Personal Power Generation Code Text Amendment with the following findings:”

1. *List any additional findings...*

ATTACHMENTS:

Attachment “A”: Personal Power Generation Code Text Amendment Ordinance

ORDINANCE NO. CO-26-14

AN AMENDMENT TO THE LAND USE MANAGEMENT CODE FOR MORGAN COUNTY TO REMOVE A PORTION OF THE USE REGULATIONS IN § 155.082 OF THE MULTIPLE USE, FORESTRY, AGRICULTURE, AND RURAL RESIDENTIAL DISTRICTS, AND MODIFY § 155.008 OF DEFINITIONS TO DEFINE POWER GENERATION, OTHERWISE KNOWN AS THE PERSONAL POWER GENERATION CODE TEXT AMENDMENT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Morgan County Commission has previously established land use management regulations for Morgan County as Title XV of the Morgan County Code which established, among other things, the requirements for the definition of entitlements for properties with the Residential and Multiple-Family Residential Districts; and

WHEREAS, the regulations established by the Morgan County Commission in Title XV of the Morgan County Code have been determined by the Morgan County staff and the Morgan County Commission to be in need of revision to address these concerns; and

WHEREAS, the Morgan County Planning Commission and Zoning Administrator have reviewed the proposed amendment in accordance with State Law and have recommended approval of the same;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION
OF MORGAN COUNTY, STATE OF UTAH:

Section 1. Amendment and Adoption. Title XV of the Morgan County Code is hereby amended and adopted to remove a portion of the use regulations in section 155.082 of the Multiple Use, Forestry, Agriculture, and Rural Residential Districts and modify § 155.008 Definitions to define power generation, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective after subsequent publication in accordance with State Law, but not before 15 days after its passage.

APPROVED, ADOPTED AND PASSED and ordered published by the Morgan County Commission, this 7th Day of July 2026.

ATTEST:

MORGAN COUNTY GOVERNING
BODY

Leslie A. Hyde
Morgan County Clerk/Auditor

Matthew Wilson
County Commission Chair

APPROVED AS TO FORM

Commission Members

Voting:

AYE NAY ABSENT

Garrett Smith
Morgan County Attorney

Vaughn Nickerson

Mike Newton

Raelene Blocker

Matthew Wilson

Blaine Fackrell

Exhibit “A”: Personal Power Generation Code Text Amendment

§ 155.008 DEFINITIONS.

POWER GENERATION. The installation of any type of power generation shall be permitted with the issuance of a building permit; This includes roof mounted solar, micro-hydro generation, or diesel or fuel driven generators. Diesel or fuel driven generators shall be restricted to fuel storage allowances by the Fire Code and approval by the local fire department having jurisdiction. Maximum decibel readings shall be 70db from the property line of the closest complainant.

§ 155.082 USE REGULATIONS.

	<i>Districts</i>			
	<i>MU-160</i>	<i>F-1</i>	<i>A-20</i>	<i>Rural Residential</i>
Power generation (commercial)	C2	C2	C2	-
Power generation (personal use)	P	P	P	P