



MORGAN COUNTY COMMISSION MEETING AGENDA

October 6th, 2026

4:00 PRESENTATIONS 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.

4:00 PRESENTATIONS

(A) Morgan Valley Arts Council: Abby Beattie, Lisa Wright, & Emily Pfeifer

Presentation on a possible revamp of the Morgan County Administration Building Auditorium

(B) Utah Developmental Disabilities Council: Avery Walsh

Presentation on their Rural Transportation Project

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from September 15th, 2026.
2. Approval of the Morgan County Commission Minutes from September 22nd, 2026.
3. Approval of a contract with the State of Utah for the Governor's Office of Economic Development Rural County Grant. Contract Number 270633108 (No County funds required)
4. Approval of a Professional Services Agreement with SAFEbuilt. LLC for plans examining and building inspecting services as approved by the Morgan County Commission at their May 5th meeting in 2026.

(C) Commissioner Declarations of Conflict of Interest

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

(E) Action Items

1. **Erin Bott** – Discussion/ Decision – Morgan County Library Director
Discussion and decision on a budget adjustment for the Historical Society moving monies from Historical Society fund balance to purchase additional inventory for the Depot.
2. **Hon. Shaun Rose** – Discussion/ Decision – Morgan County Recorder
Discussion and decision on Morgan County **Resolution CR 26-43** appointing Devron Andersen, PLS as the interim nonelected Morgan County Surveyor and assigning applicable powers and duties.
3. **Hon. Morgan County Commission** – Discussion/Decision – Commissioner Travel & Training
Discussion and decision on who the County Administrative Manager shall register for the Fall Utah State Association of County Commissioners & Councilmen (USACCC) November 19-20, 2026 in Salt Lake City. Early-bird registration is \$300, no agenda is available at this time.
4. **Kate Becker** – Discussion/ Decision – Morgan County Tourism
Discussion and decision on a budget adjustment to pay for the 2024-2025 Utah Transit Authority (UTA) service to the Mountain Green Bus Stop Location in the amount of \$6,175.
5. **Kate Becker** – Discussion/Decision – Morgan County Tourism
Discussion and decision on a stop service agreement with the Utah Transit Authority for the 2026-2027 season for service to the Mountain Green Bus Stop Location.

MORGAN COUNTY COMMISSION MEETING AGENDA

6. Kate Becker – Discussion/ Decision – Morgan County Tourism

Discussion and decision on approving a contract with the State of Utah for the Traditional Marketing Co-Op (TMCOOP) grant contract #270633086. County will match the grant award out of Transient Room Tax revenues in the amount of \$56,700.

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

Discussion and decision on a ground lease agreement between Morgan County and The Church of Jesus Christ of Latter-Day Saints for the purpose of public open space, spanning 10-years, concerning 3.1 acres located in Mountain Green at the corner of N Silverleaf Drive and W Harvard Drive; Parcel 00-0074-8701.

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

Discussion and decision on an amendment to our Fire Station and Services Agreement. This specifies that the cost of the improvements in overnight accommodations will be the responsibility of WPR Road and Fire District and adds clarity to the Staffing and Subsidy sections of the agreement.

9. Morgan County Board of Equalization – Discussion/Decision – 2026 BOE Appeals

- (a) Discussion and decision on Morgan County **Resolution CR 26-04-BOE** approving homesteader credit abatements.
- (b) Discussion and decision on Morgan County **Resolution CR 26-05-BOE** approving 2026 stipulations and hearing officer recommendations.
- (c) A request to hold a special BOE hearing in early November.

10. Kate Becker – Discussion/ **PUBLIC HEARING**/ Decision – County Planning and Zoning

Warner Future Land Use Map Amendment (FLUMA) & Rezone: A request for approval of County Ordinance **CO 26-20** changing 51.299 acres from the future land use map designation of Ranch Residential 5 to Village Low Density Residential and to rezone from A-20 to R1-20 at approximately 4970 West 6100 North located in the Mountain Green area in unincorporated Morgan County.

11. Janet Christoffersen, Esq – Discussion/**PUBLIC HEARING**/Decision – Deputy Attorney

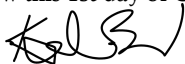
Comcast Franchise Agreement: A request for approval of County **Ordinance CO 26-19** granting a nonexclusive cable television franchise to Comcast Cable Communications Management, LLC; executing the Franchise Agreement approved at the September 15th Commission meeting; And establishing an effective date of October 6th, 2026.

(F) Commissioner Comments

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

The Commission will discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205.

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 1st day of **October 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.

MORGAN VALLEY

AUDITORIUM UPGRADE

C O U N T Y A U D I T O R I U M R E N O V A T I O N

COUNTY AUDITORIUM UPGRADE

PRESENTATION SLIDES

1. Morgan's Arts Opportunity Gap
2. Why the Auditorium
3. Improving a County Asset
4. Benefits to the County
5. Partnership between the County and Arts Council
6. Next Steps

MORGAN'S ARTS OPPORTUNITY GAP

EXPANDING ACCESS TO COUNTY RESIDENTS

There is a recognized and growing need for greater access to the arts in Morgan County.

- Morgan County as having one of the lowest levels of arts opportunities among rural communities in Utah.
 - As identified by the Utah Division of Arts & Museums in 2025
 - Considered an 'arts desert'
- the MHS Auditorium is overscheduled
 - Morgan County's sole arts venue
 - Not adequately meeting the community's increasing need for performance and event space.
- As Morgan County continues to grow
 - The need for accessible, high-quality community spaces grows with it.
 - Investing in arts and gathering spaces now helps ensure our facilities keep pace with the needs of a growing population.

THE SMALL VENUE VALUE

BIGGER ISN'T ALWAYS BETTER

***Morgan doesn't just need more arts opportunities—
it needs an appropriately sized space for smaller, frequent events.***

- An updated smaller venue is particularly needed
 - An appropriate scale for the most frequent arts events in our community.
 - Studio recitals, student performances, community music concerts, workshops, lectures, classes, and intimate community events.
 - Accessible cost
- The future large Mountain Green Arts Center
 - Will serve a different large-scale purpose
 - Is many years in the development
 - Allows this project to remain focused and attainable

COMMUNITY FEEDBACK

COMMUNITY MEMBERS WEIGH IN:

Amy Ward, Morgan Valley Chamber Orchestra President:

“MVCO has been producing free community concerts for 14 years. Our performances are difficult to schedule due to the high demand of the high school auditorium and other school events. A smaller community performance venue would be an ideal space for our biannual concerts.”

Shari Carter, Morgan Children’s Choir Director:

“Morgan Valley Children’s Choir exists to give local children opportunities to develop skills, through music, that prepare them for the future and support the growth of our local school choir and theatre programs.

Yet affordable performance space in Morgan County is extremely limited. As a nonprofit youth arts program we need an affordable, accessible small performance venue to thrive and grow.”

Morgan Thomas, owner of Mountain Green Music

“Right now my options for recitals are basically classrooms or other small meeting room that aren’t really performance spaces.

The High School Auditorium is way too big for our recitals. It would be perfect to have a high quality, smaller venue for kids to perform, which doesn’t really exist in Morgan County.”

Ryan Beattie, high school student and band member

“The lack of local venues for open mics and concerts limit bands like mine from having opportunities to gain experience and exposure in the music scene.

Having a local venue would provide an opportunity for us to record, perform, and gain a following before moving to something bigger.”

A UNIQUE OPPORTUNITY

THE COUNTY AUDITORIUM IN THE HEART OF MORGAN CITY

*We don't need to build it from scratch
because there is already
an ideal auditorium with existing
community use and infrastructure.*



**Morgan County Utah
Auditorium Event Space**

- The County Auditorium is unusually well positioned to meet this need.
- Property already owned and maintained by the County
- Convenient location in the heart of Morgan City
- Unique architecture with acoustic promise
- Existing reservation and rental fee system
- Connected parking and ADA ramp
- Bathroom facilities

IMPROVING AN EXISTING COUNTY ASSET

TARGETED IMPROVEMENTS

- Stage and Performance Space
 - Improve and expand the existing stage
 - Stage lighting and electrical improvements
 - Appropriate curtains/backdrop
 - Small green rooms on either side
 - Make it functional for recitals, small ensembles, presentations, and community performances
- Main Hall
 - Acoustic treatments to improve sound for both spoken events and music
 - Upgrade worn flooring
 - Improve seating while maintaining flexibility, 150 to 200 seats
 - Improve basic audio/visual capabilities
 - Allow the room to transition between performances, classes, meetings, banquets, workshops, and other county/community uses





FEATURES OF THE RENOVATED SPACE

MULTI-FUNCTIONAL VENUE AND COMMUNITY SPACE

Having removable seating, dimmable LED lighting, improved acoustics, together with an improved sound system will create a space that is flexible for both classes, community events, as well as intimate concerts and performances.

- Beautiful, well designed, intimate performing arts venue with an estimated 150-200 seats
- Multi-use facility due to removable or retractable seating
- Improved acoustics for symposiums and political events
- Opportunity for more art classes and shows
- A county-run facility that truly serves the needs of a vibrant and growing community

KEEP ARTS ACTIVITY IN MORGAN

KEEP ACTIVITY—AND SPENDING—LOCAL

***More local arts opportunities give residents reasons to stay in Morgan—
and give visitors more reasons to come to Morgan.***

- Keep residents local —
 - Provide more arts opportunities without leaving Morgan County.
- Bring visitors into Morgan —
 - Recitals, concerts, workshops, and events draw family, friends, and performers from surrounding communities.
- Support local businesses —
 - Local events create opportunities for dining, shopping, and other spending within the county.
- Strengthen community vitality —
 - Frequent arts and cultural events create gathering opportunities and contribute to a vibrant, connected community.

A PARTNERSHIP NOT JUST A REQUEST

ARTS COUNCIL CONTRIBUTIONS

We're not asking the County to build us a performing arts center—we're asking for the opportunity to help improve an existing County asset.

- Collaborative Planning —
 - Work with County leadership, local arts organizations, educators, and community members to identify priorities and preserve existing uses.
- Fundraising & Grants —
 - Pursue grants, donations, sponsorships, and other outside funding opportunities.
- Shared Investment —
 - Combine County maintenance resources with the Arts Council
 - Maximize what can be accomplished while sharing the financial burden.

WORKING TOGETHER W/ USU EXTENSION

THE SPACE IS CURRENTLY USED FOR USU EXTENSION AND 4H CLASSES

*As we explore a community performing arts venue, we recognize the
that USU Extension frequently uses the space.
We hope to find a solution that works well for everyone.*

There are many options for offices, small meetings, and storage needs, but very few spaces in Morgan that can accommodate arts performances.

Prioritizing the auditorium for its unique purpose makes the best use of an existing county asset.

OUR ASK & NEXT STEPS

MOVING FORWARD TOGETHER

- Support to proceed —
 - Give the go-ahead from the county commission for the Arts Council to explore improvements to the auditorium.
- Develop a concept —
 - Give permission for the MVAC to identify renovation priorities and develop preliminary plans for the space.
 - Outside Consulting Firms
- Determine costs & funding —
 - Explore grants, donations, sponsorships, and other funding sources.

***Today, we're asking for your support
in bringing this vision to the County Commission.***



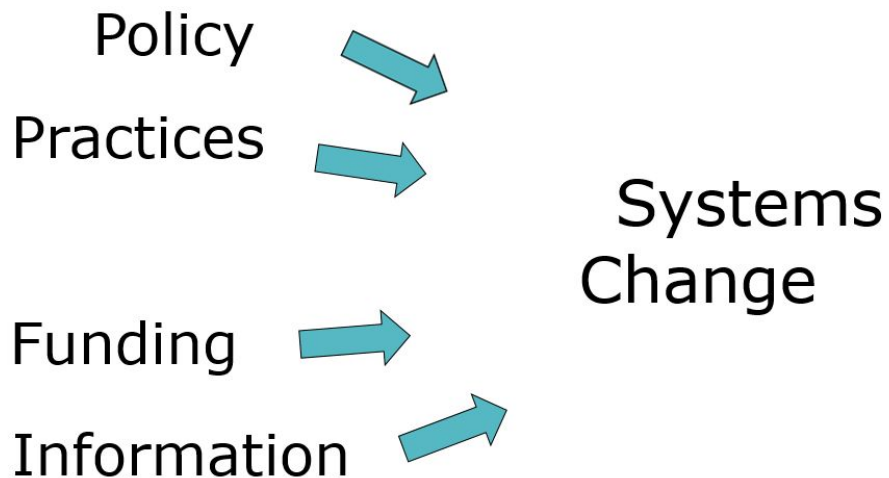
Rural Transportation

Access and Disability in Rural Utah

What does the UDDC do?

The Utah Developmental Disabilities Council supports and empowers people with intellectual and developmental disabilities to achieve inclusive, meaningful, and self-determined lives in their communities through its ongoing support of leadership, education, policy, and advocacy actions.

The UDDC does this through grants, projects, systems change, legislative advocacy, training, and other community-based activities.



Transportation and Disability Facts

- Transportation improves the health, quality of life, and community integration for people with intellectual and developmental disabilities (I/DD).
- Transportation is one of the most common *unmet* needs
- Required by Medicaid HCBS waivers
- Typically integrated with other waiver-provided services, such as residential and day programs
- 33 states offered 145 *different*, stand-alone services at a cost of \$781.78 million in 2021
- 40% of rural counties in the US do not offer any form of public transit

Transportation Limitations

- Limited access to recreational, medical, shopping, and other opportunities
- 22% of people say they cannot get where they need to go due to limited transportation
- Lack of sidewalks or crosswalks (44%) , cracked or missing sections of sidewalks (48%), long distances between crosswalks (39%), lack of bike or shared use lanes (40%), seasonal debris blocking road and pathways (50%) untextured, unmarked or lack of curb cuts (32%).
- Having an individual in the house with a disability increases transportation difficulties

12%

Wasatch Front respondents who can't get to places they need to go

14 urban and suburban communities are home to Utahns who have a difficult time accessing places where they live.

- 
- Ogden
 - Draper
 - Salt Lake City
 - Sandy
 - St. George
 - West Valley City
 - Lehi
 - Provo
 - Murray
 - Midvale
 - South Jordan
 - Syracuse
 - Layton
 - Saratoga Springs

10%

Rural respondents who can't get to places they need to go

14 rural communities are home to Utahns who have a difficult time accessing places where they live.

- 
- Mapleton
 - Cedar City
 - Logan
 - Vernal
 - Payson
 - Spanish Fork
 - Milford
 - Moroni
 - Santaquin
 - Deweyville
 - Park City
 - Tooele
 - Hurricane
 - Price

Innovation is the Answer

Innovative Solutions Close Gaps!

- Innovative Single-Source Contracting
 - *via Bear River Assoc. of Gov't Mobility Program*
- Three Fixed-Routes Regional Transportation in Vernal / Duchesne
 - *via Uintah Basin Association of Governments*
- Voucher-based Fixed Route Gap Coverage
 - *Magic Valley Transportation Program via LINC Transportation Card (Twin Falls / State of Idaho DOT)*
 - *via Five County AOG Mobility Management Program using diverse funding sources*
 - *via UBAOG Aging mileage reimbursement*

Want to learn more about our Council?

Visit: uddc.utah.gov

Email: uddc@utah.gov

Call: 801-245-7350





September 15, 2026

4:30 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.

Note: Commissioner Nickerson & Commissioner Newton attended remotely.

COUNTY COMMISSION

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

OTHER EMPLOYEES

IT Director Jeremy Archibald
Administrative Manager Kate Becker (CAM)
County Clerk/Auditor Leslie Hyde
Deputy Clerk/Auditor Chloe Adams
Deputy Clerk/Auditor Penny Butler
Deputy County Attorney Janet Christoffersen
Morgan County Sheriff Corey Stark
Jim Wagner
Casey Basaker
Josh Cook

OTHERS IN ATTENDANCE

Tina Kelley
Lilith Allen
Jenny Adams
Paige Hunzeth
Joclyn Glass
Mandy Webb
Debbie Sessions
Heidi Nettleton
Ray Nettleton
Kyle Biederwolf
Louise Earley
Jennifer Lance
Heidi Dorious
Cason Holdaway

4:30 BUDGET SESSION

Hon. Sheriff Corey Stark, 2027 Budget requests

Sheriff Corey Stark presented his office's 2027 budget requests. He requested an increase to the training budget in light of the growing number of newer deputies, and asked to add a sergeant position to be filled by promotion from within the department, with the wages budgeted for that position last year remaining in effect. Casey Basaker reviewed the payroll and benefit projections for the Sheriff's Office with the Commission, noting that final benefit costs are pending the medical insurance renewal. No changes were requested for animal control or records.

Kate Becker explained that department heads and elected officials were not permitted to change payroll and benefit lines this year, and that the Commission will review payroll as a separate item at its budget discussion the following Monday. Leslie Hyde had prepared a spreadsheet reflecting those changes. Kate Becker also gave the Commission an overview of the county budget worksheets and dashboard, including projected fund balances and how to view attachments to budget requests. No action was taken.

5:00 COMMENCEMENT OF MEETING

Commissioner Newton attended the meeting remotely. Commission Vice Chair Nickerson was not present at the start of the 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 September 1st, 2026.

Commissioner Fackrell moved to approve the consent agenda, consisting of the minutes of the September 1, 2026, Commission meeting.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

(C) Commissioner Declarations of Conflict of Interest

Commission Chair Wilson declared a conflict of interest regarding Action Item 1, as he is related to the presenter, Jenny Adams.

Commissioner Blocker declared that she resides in the Cottonwoods, the subject of Action Item 6.

(D) Public Comments

Ray Nettleton, Kaysville: Stated that he understands the planning department is reviewing a site plan for a water tank above Phases Six and Seven on land zoned F-1, and that a conditional use permit is required for a water tank in that zone. He noted that his group obtained a conditional use permit for a water tank above Phase Eight and asked that the same permit and site plan review requirements be applied to any water tank in that zone.

(E) Presentations

(F) Action Items

1. Jenny Adams – Discussion/ Decision – Citizen Request

Discussion and decision on a possible new childcare facility in Morgan County and request for startup funds/support from Morgan County.

Jenny Adams, owner of Love and Learning Childcare in Coalville, presented a proposal to open a new childcare center in Morgan County, to be known as “The Grove,” in the former Polaris building. She described the limited availability of childcare in the county, noting that parents often leave the county to find childcare and work elsewhere, and stated that the center would add up to 65 childcare spaces with an emphasis on infant, toddler and preschool care. She described the program’s mission, its use of the Pyramid Model to teach social-emotional skills, and its full compliance with state licensing requirements.

Ms. Adams stated that she is not asking the County to fund a business but is seeking community partnerships to help with startup costs, including furnishings and equipment, outdoor classrooms, safety and security systems, and building upgrades. She described a partnership with Summit County under which that county

supports the center's arts program and its employees receive priority enrollment. She stated that she is also pursuing other grants and an SBA loan and is working with the County's Business Resource Center.

Commissioners discussed the need for childcare in the county but noted that direct county funding of a for-profit business would not be appropriate. Alternatives raised included the County's small business grant program through the Business Resource Center, state and other grant programs, employer partnerships and legislative childcare credits, a childcare benefit for county employees, and support similar to Summit County's, such as funding safety and security or a specific program element. The Commission indicated that it would place the request on a budget session agenda for further discussion.

Commissioner Fackrell moved to postpone this item to a later time.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Newton left the meeting.

2. Penny Butler – Discussion/ Decision – Morgan County Clerk/Auditor's Office

Discussion and decision on Resolution CR 26-42 Homesteaders credit to increase amount based on Social Security's COLA (5.3%) from 50k to \$52,650. The application "Exhibit A" amends PT-33 attached to CR 24-77.

Penny Butler followed up on the July work session, at which she was asked to determine an adjustment to the Homesteaders credit qualifying amount based on Social Security cost-of-living adjustments. She explained that the proposed increase reflects the combined cost-of-living increases for 2024 and 2025 and would require amending Exhibit A. The Commission discussed the basis for the percentage used.

Commissioner Blocker moved to approve Resolution CR 26-42 Homesteaders credit to increase amount based on Social Security's COLA (5.3%) from \$50,000 to \$52,650.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Nay

The vote was not unanimous. The motion failed.

The motion failed because at least three affirmative votes were needed. The Commission moved to the next item and returned to this item later in the meeting.

3. Janet Christoffersen – Discussion/ Decision – Morgan County Deputy Attorney

Discussion and decision on a franchise agreement between Morgan County and Comcast Cable Communications Management LLC.

Janet Christoffersen reported that the franchise agreement with Comcast had been substantially negotiated, with one provision remaining unresolved: a requirement that Comcast automatically receive any more favorable franchise fee terms later granted to another cable provider. She recommended deleting that provision because the County is working to bring other utilities that operate without franchise agreements into compliance and does not want to be bound automatically by terms given to others; a separate provision allows the parties to meet and confer if a similar utility receives better terms. She stated that Comcast has been responsive and easy to work with.

Kyle, representing Comcast, thanked staff and stated that Comcast is willing to sign the agreement with that change. He described the project as a private investment that will not use federal or state funding, will include Morgan City as well as the county, and is expected to reach approximately 4,700 homes and businesses (more than 99% of the county), with completion targeted for 2028. Comcast will work with County staff to map out the phasing of construction. In response to a question, it was confirmed that the required bond is consistent with the County's other franchise agreements and is sufficient. It was also noted that the agreement is non-exclusive and that another provider is expected to request a franchise agreement.

Commissioner Fackrell moved to approve the non-exclusive franchise agreement between Morgan County and Comcast Cable Communications Management LLC with the changes recommended by the Deputy County Attorney.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

4. Janet Christoffersen – Discussion/ Decision – Morgan County Deputy Attorney

Discussion and decision on a final revision of an exclusive right-of-way and easement grant between Morgan County and Questar Gas Company dba Enbridge Gas Utah. The Morgan County Commission approved a previous version at the July 7th, 2026, meeting.

Janet Christoffersen reported that the final revisions had been agreed to by the company. Because the agreement includes a warranty of title, she asked that the Recorder's Office complete a title search before the easement is signed; the County will also require payment before signing. In response to questions, it was clarified that the Enbridge and MountainWest easements are separate exclusive easements on the same parcel with different legal descriptions, and that a more specific provision on removal and abandonment controls over the general introductory language. A page-number correction was also noted.

Commissioner Blocker moved to approve the final revision of an exclusive right-of-way and easement grant between Morgan County and Questar Gas Company dba Enbridge Gas Utah.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

5. Janet Christoffersen – Discussion/ Decision – Morgan County Deputy Attorney

Discussion and decision on a final revision of an exclusive right-of-way and easement grant between Morgan County and MountainWest Pipeline.

Janet Christoffersen explained that the final revisions conform the MountainWest easement to the Enbridge easement, including adding the easement property definition, clarifying the compliance with laws provision, requiring written County permission before any assignment of rights, and correcting the company name on an exhibit. The company agreed to the revisions.

Commissioner Blocker moved to approve the final revision of an exclusive right-of-way and easement grant between Morgan County and MountainWest Pipeline.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

The Commission took a brief recess and then returned to Action Item 2: Penny Butler – Discussion/ Decision – Morgan County Clerk/Auditor's Office

(Discussion and decision on Resolution CR 26-42 Homesteaders credit to increase amount based on Social Security's COLA (5.3%) from 50k to \$52,650. The application "Exhibit A" amends PT-33 attached to CR 24-77.)

Commissioner Blocker moved to approve Resolution CR 26-42 Homesteaders credit to increase amount based on Social Security's COLA (5.3%) from \$50,000 to \$52,650.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

6. Josh Cook – Discussion/PUBLIC HEARING/Decision – County Planning and Zoning

Cottonwoods at Mountain Green Development Agreement Third Amendment: A request for approval of County Ordinance CO 26-02, a third amendment to the Development Agreement for the Cottonwoods at Mountain Green.

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, meeting it was continued to a-date-certain being July 7th. At the July 7th, 2026, meeting it was continued to a-date-certain being August 4th, 2026. At the August 4th, 2026, meeting it was continued to a-date-certain being September 1st, 2026. At the September 1st, 2026, meeting it was continued to a-date-certain being September 15th, 2026.

Ray Nettleton, on behalf of the applicants, stated that no presentation was planned because the Commission had reviewed the proposal several times, and offered to answer questions.

In response to questions, the applicant explained that each landowner group has made its own open space commitments: the revised Phase Six property provides at least 40% open space and a new park; the Phase Nine MGI property provides 47% open space, including at least 50 acres of agricultural open space; and the Phase Nine MCC property, which is being added to the agreement, provides approximately 87% open space and guarantees trails and open space in perpetuity. Across the amendment area this averages approximately 67% open space. The total number of dwelling units has been reduced from 253 proposed last November to 222, with no townhomes and no lots smaller than 10,000 square feet.

The revised Phase Six and Phase Nine MGI properties are already within the boundaries of the master HOA. The Phase Nine MCC property is not, and the master HOA must approve its inclusion by a 75% vote. The amendment requires each property to join the master HOA or form an alternate HOA before platting. Two changes were agreed to during discussion: removing the word “commercially” from the provision requiring reasonable and good faith efforts to join the master HOA, and correcting the term provision to state a single termination date of September 2046, removing the alternative termination language. The Deputy County Attorney also confirmed that the references to the “applicable HOA” and the “alternative HOA” carry the same meaning.

Commissioners discussed whether the agricultural open space requirement should read “at least” or “up to” 50 acres. It was clarified that “at least” sets a minimum, and the language remained “at least.” The owner of the Phase Nine MGI property stated that he intends to keep as much land open as possible but wants flexibility in lot sizes and layout. It was explained that the agricultural land will be deed restricted and platted as agricultural open space, that the original agreement allows the developer to deed the land to the master HOA if farming ceases, and that recorded covenants would remain in place if the land were sold.

Commissioners also discussed the proposed 104 dwelling units in the revised Phase Six property, compared with 91 units under the overlay report (94 with the three bonus units previously discussed for a park). The applicant stated that the parks, additional trails and open space offered justify the requested density, that density is tied to each property and cannot be transferred between properties, and that if the amendment is not approved the alternative would be to build an equestrian center under the original agreement with 91 units. Additional bonus density for other developers would require a separate amendment to the development agreement.

Commissioner Blocker moved to enter public hearing.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Public Hearing:

Jennifer Lance, Cottonwoods MOA: Reported that the MOA's legal team spoke with the original developer's counsel, who assured them that the developer's declarant rights would not be used to oppose the MOA's decision to annex the applicants' land, so a separate HOA would not be needed. The MOA's remaining concern is density: the Cottonwoods was approved as a master-planned community, with bonus density granted in exchange for a binding plan that includes density limits, community-wide amenities and 40% native open space. She asked that native open space be protected even if agricultural land is privately held, and that the overlay totals of 91 lots in Phase Six (94 with the three bonus lots already agreed to) and 93 lots in Phase Nine be upheld so that all developers are held to the same standard.

Commission Vice Chair Nickerson joined the meeting remotely.

Zack Burton, Mountain Green: Stated that he is not a member of the MOA. Asked whether the restrictive easements for the agricultural land and trails would remain in perpetuity if the MOA agreement or the 2046 term expires. Stated that he would support the applicants keeping their land in agriculture if the deed restrictions remain permanently in place and the trails are secured by permanent easements. Expressed concern that the requested density in Phase Six exceeds the overlay totals and stated that the maximum should be between 91 and 94 units. Stated that the other elements of the proposal are excellent.

Heidi Doria, Mountain Green: Stated that the previous developer holds a significant amount of native open space in Phase Nine that is separate from the applicants' land, and that land the applicants will farm should remain agricultural. Noted that each phase must still return for planning review and technical studies, so approval of the amendment allows the applicants to plan but is not approval of any individual phase. Stated that she supports the amendment, including the prohibition on moving density between phases, and cautioned about the work involved in maintaining agricultural land.

Janet Christoffersen clarified that the original documents define preserved open space as land that is perpetually left naturally undeveloped or in agricultural use.

Zack Burton, Mountain Green: Stated that the original developer is deeding land to the MOA, and that a portion of the original open space was intended to remain native. Cited the community's past experience with agricultural open space being sold and trails being closed, and asked that agricultural open space be protected long term through deeded easements. Stated that he is comfortable with the applicants' agricultural open space if it is protected in perpetuity.

September 15, 2026 – County Commission Meeting

Eric Plyer, Mountain Green: Stated that the applicants feel they are being held accountable for the actions of a previous developer, and that they will deed restrict land and develop in accordance with the development agreement as they have said. Noted that any future phase must still go through preliminary plat and technical review, that density under the agreement is not fixed to specific parcels, that the overlay report is a living document, and that the applicants are not taking all of the remaining density. Stated that the applicants have given up a great deal and asked for a vote.

Ray Nettleton, applicant: Stated that a representative of the original developer had verbally agreed not to oppose annexation of the MCC property into the master association, and asked that the Commission formalize this by voting to include it in the development agreement area with the rights of a declarant. Noted that the amendment provides approximately 67% open space against a 40% minimum, that the overlay report was not followed when an equestrian center and open space were previously removed, and that the amenities offered justify the requested density. Stated that other developers would need to come before the Commission with their own proposals for any remaining density, and that without the amendment the property would revert to base zoning. Thanked Janet Christoffersen for working over the Labor Day weekend and the Commissioners for their time and negotiation.

Kate Becker, Morgan City: Speaking as a resident, stated that she supports agricultural open space, noting that wildlife favors cultivated crops over unmaintained native brush.

Tina Kelley, Mountain Green: Stated that many different density numbers were being discussed and asked that the Commission use the base density in the original development agreement as its reference point.

Louise Early, Mountain Green: Thanked the Commission and the MOA committee. Stated that the community has learned lessons about density and trails, including that farming operations and insurance concerns can close trails, and that the community maintains its native open space. Asked that native open space and low density be preserved, noting that density in another phase was reduced because of traffic and congestion.

Heidi Nettleton, applicant group: Stated that the theoretical maximum density in the ordinance is much higher than what the applicants are proposing, and that the applicants met with the community many times to address concerns about open space, easements and restrictions. Stated that the trails will be deeded and roughly doubled, and that the community receives more with the amendment than without it.

Ray Nettleton, applicant: Stated that the trails through the agricultural open space will be deeded to the HOA and the public rather than held as easements, so they cannot be removed once recorded, and that the restrictions in the amendment close the loopholes of past agreements.

Commissioner Fackrell moved to close the public hearing and rejoin the regular meeting.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

The Commission discussed the public comments. Commissioners emphasized that agricultural open space must be protected in perpetuity so that it cannot be developed, while remaining available for farming and grazing, and that trails and parks are valuable amenities for the community. Janet Christoffersen advised that the land will be platted as agricultural open space, that the development agreement runs with the land, and that the County should confirm at the time of platting that trails and easements are properly recorded so that problems experienced in earlier phases do not recur.

Josh Cook clarified that the amendment is a legislative decision and that the Commission may approve it, deny it, or cap density. Density for each phase is set at platting from an overall maximum, and the question before the Commission was whether the amenities offered are equal to or greater in value than the previously planned golf course that supported additional density.

Commissioners discussed the requested density in the revised Phase Six property, including a possible reduction to 94 units. The applicant stated that a reduction would not be acceptable, that the amenities offered justify the requested number, and asked that the Commission proceed to a vote.

Commissioner Fackrell moved to approve County Ordinance CO 26-02, the Third Amendment to the Development Agreement for the Cottonwoods at Mountain Green, together with the supplement to the overlay report, with the modifications discussed during the meeting, including removal of the word “commercially” from the reasonable and good faith efforts provision and correction of the term provision.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson: Nay

Commissioner Newton: Absent

Commissioner Blocker: Nay

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was not unanimous. The motion failed.

Commissioners voting nay stated for the record that they considered the density requested for the revised Phase Six property to be too high, citing input from residents of the community; traffic concerns were also noted.

(G) Commissioner Comments:

Commission Chair Wilson

Reminded everyone that the rifle range has reopened.

Commissioner Blocker

Reported that at the UAC board meeting, counties were asked to join an amicus brief in a federal case concerning jury size. If the federal standard required 12-member juries instead of the eight allowed in Utah, costs would increase and cases on appeal would need to be reappealed. The cost of the brief is being shared by the counties, and Morgan County's share is small. Reported on a tour of the Utah State Hospital, noting its size and the need for additional bed capacity. Recommended that advanced air mobility, which is moving

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forward with new FAA requirements for landing pads, be included in the County's general plan and transportation plan.

Commissioner Fackrell

Noted that UDOT's Project Alta will host public viewings of advanced air mobility aircraft and drones on September 29 and 30 and October 6 and 7, with information available on the UDOT website, and agreed that advanced air mobility should be included in the County's transportation plan.

Commissioner Nickerson moved to go into closed session for the purpose of discussing the character, professional competence, or physical or mental health of an individual, and the purchase, exchange, or lease of real property, including water.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Absent

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

The Commission entered closed session at 8:11 PM.

APPROVED: _____ DATE: _____
Morgan County Commission Chair

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

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.



September 22, 2026

6:00 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 Nickerson & Commissioner Newton may attend remotely.

COUNTY COMMISSION

Commission Chair Matt Wilson
Commissioner Mike Newton
Commissioner Blaine Fackrell
Commission Vice Chair Vaughn Nickerson

OTHERS IN ATTENDANCE

Tina Kelley
Debbie Sessions

OTHER EMPLOYEES

IT Director Jeremy Archibald
Administrative Manager Kate Becker (CAM)
County Clerk/Auditor Leslie Hyde
Morgan County Treasurer Kimberly Harrison
Human Resources Casey Basaker
Recreation Director Lydia Hebdon

6:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Action Items

1. Hon. County Commission – Discussion/ Decision – Appointment

Discussion and decision to approve Resolution No. CR 26-43 appointing County Administrative Manager Kate Becker as Interim Zoning Administrator pursuant to Morgan County Code § 155.020(A), including the scope and duration of the interim appointment and coordination with the County Engineer, Building Official, and County Attorney's Office.

Commissioner Newton moved to approve CR-26-43 appointing County Administrative Manager Kate Becker as Interim Zoning Administrator

Seconded by Commissioner Nickerson

VOTE:

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

Commissioner Newton moved to adjourn

September 22, 2026 – County Commission Meeting

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Absent

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed

APPROVED: _____ DATE: _____
Morgan County Commission Chair

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

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.**



STATE OF UTAH CONTRACT
The Governor's Office of Economic Development
Rural County Grant Contract

1. **CONTRACTING PARTIES:** This Rural County Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Development, referred to as the State or "GOED", and the following Grantee:

Morgan County Government
48 W Young Street
Morgan, UT 84050

Contact Person: Kate Becker
Contact Phone: 435-800-8724
Contact Email: kbecker@morgancountyutah.gov

Legal Status of Contractor: Governmental Agency
Federal Tax ID: 87-6000306
Vendor #: VC0000141906

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant to Grantee under the Rural County Grant ("RCG") program. The RCG program is intended to empower rural county governments to manage their own economic development opportunities and to take responsibility for planning, projects, and activities that will lead to improved economies and is designed to address economic development needs, which may include business recruitment, development and expansion, workforce training and development, and infrastructure and capital facilities improvements for business development.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-802 et seq and Utah Administrative Rule R357-29.
4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twelve (12) months from the effective date shown below.

Effective date: **July 1, 2026.**
Termination date: **June 30, 2027.**

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to **\$200,000.00**, which represents the maximum amount that will be awarded under this Contract.

Commodity Code: 99999

6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
- a) Grantee agrees to abide by the terms and conditions outlined in Attachment B, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
 - b) Grantee shall use the grant funds solely for the purposes outlined in Attachment B and Attachment C which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in this Contract and the costs allowable under this Contract and the program policies and procedures.
 - c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be



disbursed during the period shown below, unless extended in writing by the State.

Beginning date: July 1, 2026

Ending date: June 30, 2027

- d) Grantee agrees that any material changes to the Project Proposal, Scope of Work, Deliverables and Outcome, Timeline and Budget as stated in Attachment C must be approved by the State. Grantee further agrees that such changes may require an amendment to the Contract as determined solely by the State.
- e) Grantee is a Rural County in the State of Utah of the third, fourth, fifth, or sixth class, as defined in Utah Code section 17-50-501. However, Washington County, a county of the third class, does not qualify for the RCG program because it has a city with a population greater than 100,000 (see Utah Code 63N-4-801(9)(b)).
- f) Grantee agrees to create and maintain a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803 and as outlined in Attachment D.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural County Grant Terms and Conditions

Attachment C: Project Plan

Attachment D: County Economic Opportunity Advisory Board

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

- 8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:** Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

[The remainder of this page is intentionally left blank]



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

MORGAN COUNTY GOVERNMENT

STATE OF UTAH

By:

Name:

Title:

Date:

By:

Name: Kamron Dalton

Title: Chief Financial Officer

Date: d2\

Governor's Office of Economic Development

By: s3\

Name: Jefferson Moss

Title: Commissioner

Date: d5\

Governor's Office of Economic Development

By:

Date:

Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114



ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS BETWEEN GOVERNMENT ENTITIES

Standard Terms and Conditions for Grants between Government Entities

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. GOVERNING LAW AND VENUE: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED

6. CONFLICT OF INTEREST: INTENTIONALLY DELETED

7. INDEPENDENT CONTRACTOR: Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. INDEMNITY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah



Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED



17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
- If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.



28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.



41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

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ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
 - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
4. **REPORTING REQUIREMENTS:** Annually, Grantee shall provide a final report on or before a due date determined by the office to the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body throughout the year and in preparing reporting requirements for grant money received by a rural county, as required by the Rural Opportunity Advisory Committee and Utah Administrative Rules R357-29-105. Grantee shall include the following in the final report:
 - a) A description of the projects for which the grant funding was used or encumbered;
 - b) The effectiveness of the award in improving economic development in the county;
 - c) How matching funds were utilized by the county;
 - d) An explanation for why grant funding was not used or encumbered and where it is being held, if applicable;
 - e) A letter from the CEO Board attesting to its involvement throughout the year and in preparation of the annual report; and
 - f) Minutes from each CEO Board meeting over the previous year where the Rural County Grant was discussed.
 - g) If the county used Rural County Grant funds for any third-party consultant or county employee, the county will provide the following:
 - 1) A report from the third-party consultant or county employee;
 - i. describing services rendered and projects and activities they worked on; and
 - ii. describing the deliverables and outcomes of their work and services;
 - iii. how much time in approximate hours spent for work and services rendered to the county.
 - 2) The grant recipient will provide a letter reporting the effectiveness of grant funds paid to any third-party consultant or county employee in improving economic development in the county.

These reporting requirements must be completed and approved before new funds can be awarded and distributed.

5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, project sites, and other facilities related to projects. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.



Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Development and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
10. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
11. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
12. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOED is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOED name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

1. Economic Growth Grants (Spring & Fall):

Administering \$95,000.00 across two seasonal grant cycles to disburse matching funds to small businesses and commercial enterprises, focusing on:

- a) Capital Equipment, Tools, & Automation: Funding for high-impact production equipment, specialized food storage/processing assets, commercial infrastructure enhancements, heavy fleet maintenance, and specialized trade tools.
- b) Digital, Web Upgrades, & Technology Adoption: Help local businesses modernize into the digital economy. This covers website creation and design, web click optimization, and the deployment of interactive customer-facing technology.
- c) Marketing, Advertising, & Workforce Capacity: Funding to scale localized business outreach and operations. This covers digital, print, and social media advertising, signage production, physical marketing fixtures, and temporary workforce expansion.

2. Business Resource Center:

Allocate \$30,000.00 to provide tailored local advising, launch workshops, and supply toolkits designed to drive homegrown entrepreneurship. Activities will focus heavily on building up the "Remote Work Capital" supporting Morgan's employee demographics.

3. Morgan Area Chamber of Commerce Partnership:

Allocate \$25,000.00 in programmatic support to market local businesses and address regional service industry wage competition.

4. Rural Economic Blueprint Program Execution:

Allocate \$48,400.00 to implement specific strategies outlined in the 2025 Morgan County Rural Economic Blueprint. Activities include:

- a) Commercial Land Inventory: Mapping and inventorying available private or public land parcels suitable for light manufacturing or commercial zones.
- b) From Day Trips to Destination Transformation: Supporting infrastructure planning around the Weber River corridor, East Canyon, and Lost Creek State Parks to convert day trips into overnight visitor revenue.

DELIVERABLES AND OUTCOME:

1. Project Deliverables

To meet Blueprint goals within the \$200,000 budget, the county will deliver:

- a) Sub-Grants (\$95k): Seasonal matching funds for physical asset and storefront upgrades.



- b) Digital Transform: Custom websites, web click optimization, and interactive media assets.
- c) Resource Center (\$30k): A hub providing technical tool training along with business plan review and expansion.
- d) Strategic Blueprints (\$48.4k): A commercial land inventory map and identifying river corridors lost revenue capture.
- e) Chamber Marketing (\$25k): Local B2B networking and event hosting.

2. Intended Outcomes

- a) Tax Base Shift: Mapping land usage for light industrial business development introduces new commercial revenue, reducing the residential tax weight.
- b) Leakage Control: Upgraded retail spaces and better digital presence help capture consumer spending inside target town centers, keeping capital in the county.
- c) Remote Economy Expansion: Providing small firms with advanced technical infrastructure supports local professional fields, growing daytime economic activity.
- d) Tourism Growth: Optimized river access infrastructures turn day-trip traffic into multi-day stays, boosting room tax revenue.

3. Accountability Framework

- a) CRM Auditing: Sub-grants are filed in the tracking CRM to log feedback from site visits.
- b) Post-Expenditure Rule: A thorough review of receipts and completed milestones from grant recipients to assure compliance with grant agreements. Misuse or application will trigger the claw back clause.

BUDGET:

1. Economic Opportunity & Growth Grants (Spring & Fall): \$95,000.00

This allocation funds the first half of the seasonal business grant cycles. These grants fund inject immediate capital into local enterprises to cover costs for physical business expansions, specialized trade tool purchasing, and digital enhancements. To ensure fiscal accountability, grant agreements contain a strict clawback clause requiring beneficiaries to submit zero-balance receipts and clear compliance reviews or return unverified funds to the county.

2. Economic Blueprint Program Execution: \$48,400.00

These funds will support the execution of the County's 2025 Economic Blueprint. Specific operational activities for this fiscal year focus on building and maintaining a comprehensive bank of commercial property inventory to streamline business attraction, alongside establishing cohesive local short-term rental management and policy frameworks.



3. Business Resource Center Operations: \$30,000.00

This fund directly backs localized professional business advising, structural startup workshops, and tech-integration training initiatives such as AI, digital marketing, and state & federal compliance.

4. Morgan Area Chamber of Commerce Partnership: \$25,000.00

This allocation supports localized business retention, local marketing, and business-to-business networking campaigns. These funds empower the local Chamber to manage target consumer outreach programs and multi-channel marketing campaigns designed to capture consumer spend within the county's primary commercial nodes.

5. Professional & Technical (CRM): \$1,600.00

This line covers the subscription costs of the data tracking application the CEO Board uses to monitor and track local businesses (e.g., grants, business visits, and expansion barriers).

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ATTACHMENT D: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

Each rural county that seeks to obtain an RCG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative,
- a representative of a municipality in the county,
- a workforce development representative,
- a private-sector representative, and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

1. applying for a RCG,
2. what projects should be funded by grant money provided to a Rural County under the program, and
3. preparing reporting requirements for grant money received by a Rural County under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305 and are expected to abide by ethics in governance and conflict of interest practices.

For the purposes of this Rural County Grant program, County elected officials shall not be appointed to, or serve on, County Economic Opportunity Advisory Boards. GOED may withhold grant funding if an elected county official serves on, or served on, a County Economic Opportunity Advisory Board during the term of this Contract.

Appointment and Terms of CEO Board Members

1. Appointment and Terms:
 - a. The county legislative body shall appoint each new member or reappointed member to a four (4)-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
 - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of CEO Board members appointed by the county legislative body are staggered so that approximately half of the appointed CEO Board members are appointed every two (2) years.
2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
3. The CEO Board shall elect annually a vice chair from the advisory board's members.
4. If a vacancy occurs in the CEO Board membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.
5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.



MORGAN COUNTY

BUILDING INSPECTION AND PLAN REVIEW AGREEMENT

This Agreement is between Morgan County, a political subdivision of Utah (County), and SAFEbuilt LLC, a Colorado Limited Liability Company (Consultant), for the services described in Exhibit A, Consultant Services and Compensation (Services). It takes effect on the date of the last signature below (Effective Date).

1 Services and authorization

1.1 Scope. Services are nonexclusive and provided as needed. The County guarantees no volume or minimum payment except charges expressly authorized in Exhibit A and may use its staff or other providers.

1.2 County assignments. The Building Official or designee may request work within Exhibit A by email or the County permitting system. Consultant shall promptly confirm availability and acceptance and meet the agreed scope and deadlines. The County shall identify known statutory deadlines; Consultant shall promptly report missing information, threatened delays, and corrective action.

1.3 Statutory inspections. While on the County's approved list, Consultant may accept qualifying applicant-selected inspections under Utah Code §§ 15A-1-105 and 17-79-810(2), as amended, after verifying the original request's scope and required applicant notice. Separate discretionary assignment approval is not required, and signing this Agreement alone does not confer listed status. Statutory requirements govern reports, payment, and completion documents; this Agreement does not extend statutory deadlines or restrict applicant rights.

2 Term and funding

The initial term is one year from the Effective Date. This Agreement automatically renews for successive one-year terms on the same terms and rates then in effect unless either party gives at least 30 days' written notice of nonrenewal. Either party may also terminate during the initial or any renewal term under Section 12.

Future-year obligations depend on lawful appropriation and availability of funds. If funding is unavailable, the County may terminate affected Services by written notice effective when funding ends, with as much advance notice as practicable. Authorized Services already performed remain payable to the extent lawfully payable; no anticipated profit on unperformed Services is due.

3 Qualifications and performance

Consultant shall maintain qualified personnel, required Utah licenses and certifications, and adequate staffing for accepted work; provide personnel and qualification records on request; and promptly report any loss or restriction affecting qualifications or performance. Personnel shall perform Services professionally and courteously. Consultant shall consider County requests to assign or reassign particular personnel.

Consultant shall exercise the professional skill and care ordinarily provided by similarly licensed professionals performing similar services in the same or similar locality, time, and circumstances; comply with applicable laws, codes, and permit documents; and correct its deficient Services without additional charge.

Consultant shall remain independent and impartial, promptly disclose actual or potential conflicts, and discontinue affected work unless the conflict is lawfully resolved and the County authorizes continuation in writing. Consultant shall not improperly influence County personnel through gifts or benefits.

4 Reports and County authority

Consultant shall maintain accurate, contemporaneous records and provide electronic reports and reviewed plans identifying the permit number, project location, service date, actual inspector or reviewer, scope and components reviewed, results, required corrections, and follow-up. Plan review findings shall identify applicable code provisions. Consultant shall not falsify, backdate, or submit materially inaccurate reports, certifications, or billing records.

Inspection reports shall reach the County on the inspection date; Consultant shall promptly report outages and use alternate delivery when practicable. Consultant shall provide permit holders same-day written notice of violations and code references upon request as required by law, and promptly notify the County of incidents likely to give rise to claims arising from the Services.

The County retains governmental authority, subject to the statutory effect of qualifying third-party reports. Without lawful written authorization, Consultant may not waive requirements, change County policy, issue permits or certificates, bind the County, incur obligations for it, or settle claims on its behalf. Billing disputes shall not delay required reports or governmental action.

5 County cooperation

The County shall timely provide available information and reasonable system access for accepted Services and coordinate governmental approvals. Consultant may reasonably rely on supplied information but shall promptly report apparent material errors and follow County security requirements. The County may restrict or revoke access and arrange alternate information exchange when lawful and necessary for continuing Services.

6 Compensation and payment

6.1 Authorized charges. Subject to Section 1.3, the County shall pay only for authorized Services actually performed and other charges expressly permitted in Exhibit A. Rates include ordinary overhead and expenses unless Exhibit A expressly provides otherwise. Additional charges or rate changes require a signed amendment under Section 14.2.

6.2 Invoices. Monthly invoices shall identify the permit or project, location, service date, personnel, Services, report or deliverable, rate, and amount. Show actual hourly time and minimum-charge adjustments separately, and identify the County fee and calculation for percentage charges. Allocate shared time and minimums reasonably, without duplicate billing to the County or other payors. Submission certifies accuracy and supporting records. The County may request documentation and reject unsupported charges.

6.3 Payment. Complete, correct, undisputed invoices are payable within 30 days after receipt, or earlier when legally required. The County shall promptly identify disputed items and reasons and pay undisputed amounts when due. Resolved balances are payable within 30 days after resolution or earlier when legally required. Section 1.3 governs statutory inspection payments. Late charges or interest apply only if required by law or authorized by signed amendment.

6.4 Records and audit. Consultant shall retain performance, billing, and qualification records for six years after final payment or completion, whichever is later, and longer when required by law or a timely records hold. The County and its authorized auditors may inspect and copy relevant records on reasonable notice. Consultant shall correct errors and promptly refund confirmed overpayments.

7 Records and confidentiality

County-provided records remain County property; project deliverables become County property upon payment. From delivery, the County has a perpetual right to use, reproduce, and disclose deliverables for governmental purposes. Consultant retains preexisting tools and intellectual property and grants rights needed to use them as embedded in deliverables.

Consultant shall provide usable electronic records on request and at termination, including necessary native files when reasonably available, and shall not withhold required reports or regulatory records over a payment dispute. Consultant shall assist with GRAMA requests and retention requirements; the County determines lawful classification and disclosure.

Consultant shall use County information only to perform Services unless the County consents in writing or law requires disclosure. Consultant shall reasonably safeguard nonpublic information, limit access to persons needing it and subject to confidentiality duties, promptly report unauthorized access or disclosure, and cooperate in recovery. Consultant is not responsible to the extent loss is caused by unauthorized alteration or unrelated-project use of deliverables; this does not excuse errors in the original Services.

8 Independent contractor, assignment, and subcontractors

Consultant is an independent contractor responsible for its personnel, supervision, means and methods, wages, benefits, taxes, and equipment. Consultant personnel are not County employees or eligible for County employee benefits. Consultant may serve other clients without impairing its obligations here. Consultant shall follow applicable site safety requirements; inspections do not transfer responsibility for construction methods or safety from the construction contractor.

Consultant may not assign this Agreement or any material right or duty, including through an asset sale or to an affiliate, or subcontract material Services without the County's prior written consent. Unauthorized assignments are void. Consultant remains responsible for subcontractor performance and shall impose applicable contract requirements on subcontractors. Consent creates no County obligation to pay subcontractors directly. Consultant shall promptly disclose ownership changes affecting performance or approved-list eligibility.

9 Insurance

At its expense, Consultant shall maintain the following coverage throughout this Agreement and any continuing Services, with insurers and policy forms acceptable to the County. Consultant shall provide certificates and required endorsements before work and evidence of renewal.

Subcontractors shall maintain the coverage and limits applicable to their work or be covered under Consultant's policies.

Coverage	Minimum limits
Workers compensation and employers liability	Statutory workers compensation; employers liability of \$1,000,000 each accident, disease policy limit, and disease per employee.
Commercial general liability	\$1,000,000 each occurrence; \$2,000,000 aggregate.
Automobile liability	\$1,000,000 per accident for owned, hired, and nonowned vehicles used in Services.
Professional liability	\$1,000,000 each claim; \$2,000,000 annual aggregate.

Commercial general liability shall cover premises and operations, bodily injury, broad form property damage, personal injury, contractual liability, independent contractors, and products-completed operations, with severability of interests. The County and its elected and appointed officials, officers, employees, agents, volunteers, consultants, and authorized representatives shall be additional insureds for liability arising from Consultant's work; that coverage shall be primary and noncontributory. Automobile additional-insured coverage is required where commercially available. Workers compensation and professional liability do not require additional-insured status.

Professional liability shall cover the Services actually provided and Consultant's liability arising from work by its personnel and subcontractors. Claims-made coverage shall have a retroactive date no later than commencement of Services and continue, or provide an extended reporting period, for three years after the later of completion of Services or expiration or termination of this Agreement.

Consultant shall promptly report cancellation, nonrenewal, or material reduction and obtain 30 days' advance County notice where commercially available. Insurance requirements and limits do not cap Consultant's liability.

10 Indemnification and governmental immunity

10.1 Consultant's obligations. To the fullest extent permitted by applicable law, Consultant shall indemnify, hold harmless, and, subject to Section 10.2, defend the County and its elected and appointed officials, officers, employees, volunteers, and authorized representatives from and against third-party claims, demands, actions, proceedings, damages, losses, liabilities, judgments, and reasonable costs and expenses, including attorney fees, expert fees, and litigation costs, arising out of or relating to the Services, to the extent caused by the negligent acts or omissions, recklessness, or intentional misconduct of Consultant or persons for whom Consultant is legally responsible, including its officers, employees, agents, and subcontractors, or by Consultant's breach of this Agreement. These obligations include claims involving bodily injury, death, property damage, and economic loss.

Consultant's obligations do not extend to the portion of a claim or loss attributable to the County's own negligence or intentional misconduct. Concurrent County fault does not relieve

Consultant of responsibility for the portion attributable to Consultant or persons for whom it is legally responsible.

10.2 Defense and resolution of claims. To the fullest extent permitted by applicable law, upon the County's written tender, Consultant shall promptly provide a defense of claims within the scope of Section 10.1, using counsel reasonably acceptable to the County. The County shall provide reasonably prompt notice of claims and reasonably cooperate in their defense.

The County may retain or assume control of its defense with counsel of its choosing when a conflict of interest exists; governmental immunity, legislative authority, police powers, or injunctive relief affecting County operations is involved; or Consultant fails to provide a required defense. Consultant shall pay the reasonable costs of that defense to the extent of its obligations under this section and applicable law. Consultant may not settle a claim in a manner that admits County wrongdoing, waives a County immunity or defense, or imposes liability or obligations on the County without the County's prior written consent.

To the extent Utah Code § 13-8-7 applies, this section does not impose a prohibited contractual duty to defend. Consultant remains obligated to indemnify and reimburse reasonable defense costs to the extent permitted by that statute.

10.3 County responsibility and governmental immunity. The County remains responsible for its own negligent acts or omissions and those of persons for whom it is legally responsible, but only to the extent liability is imposed by applicable law. The County is a governmental entity subject to the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, as amended. Nothing in this Agreement waives any immunity, defense, notice-of-claim requirement, limitation of liability, or other protection available to the County or its officials, employees, or volunteers under that Act or other applicable law, including Utah Code § 15A-1-105(4). This Agreement does not expand the County's tort liability or create a contractual obligation for the County to defend or indemnify Consultant.

10.4 Insurance and indemnity are separate obligations. The insurance requirements of Section 9 and the defense and indemnification obligations of this section are separate and cumulative. Maintaining insurance does not replace or limit Consultant's defense or indemnification obligations, and those obligations do not replace or excuse Consultant's duty to obtain and maintain the required insurance.

Consultant's obligations under this section are not limited by the types or amounts of insurance required or maintained, policy exclusions, deductibles, self-insured retentions, exhaustion of coverage, denial of coverage, or failure to obtain insurance. The County's review or acceptance of insurance documents does not release Consultant from either obligation. Amounts actually paid toward the same loss shall be credited to prevent duplicate recovery.

10.5 Survival and other remedies. This section survives completion of the Services and expiration or termination of this Agreement. It does not limit the County's direct claims or other remedies available under this Agreement or applicable law.

11 Legal compliance

Consultant shall comply with applicable nondiscrimination, accessibility, employment, and workplace laws, including the ADA and Utah Code § 63G-12-302, and provide compliance evidence on reasonable request. Consultant certifies that it is registered with and uses E-Verify

for new employees hired during this Agreement and shall obtain and retain required subcontractor affidavits throughout the Agreement.

12 Suspension and termination

12.1 Without cause. Either party may terminate this Agreement, in whole or in part, at any time, with or without cause, on 30 days' written notice.

12.2 For cause. Either party may terminate for a material breach that remains uncured after written notice identifying the breach and a reasonable cure period appropriate to the circumstances. The County may immediately suspend affected Services or terminate by written notice for fraud or material falsification of reports or invoices; loss of required qualifications or insurance; a disqualifying or knowingly undisclosed conflict; a serious safety or legal violation; or another incurable material breach.

12.3 Transition and payment. During the notice period, Consultant shall continue accepted work as the County lawfully directs, including completion, discontinuance, or transfer. Consultant shall cooperate in an orderly handoff, promptly deliver completed and in-progress records and work status, identify pending deadlines, and refund unearned prepayments.

The County shall pay authorized Services and expressly permitted charges through termination under Section 6, including authorized transition Services, subject to disputed amounts and confirmed overpayments. No anticipated profit on unperformed Services is due. Post-termination inspection or plan review Services require mutual written agreement; record-delivery and cooperation duties survive.

Suspension, termination, and approved-list changes shall be administered consistently with applicable law and applicant rights under Section 1.3. The County shall coordinate required list updates and applicant notices.

13 Notices and disputes

13.1 Notices. Formal notices must be written and delivered personally, by certified U.S. mail with return receipt requested, or by a recognized courier providing proof of delivery, to Exhibit A's designated recipients and addresses. Notice is effective on documented receipt or refusal of delivery at the designated address.

Email courtesy copies to the designated contacts and, for County notices, attorney@morgancountyutah.gov. Email alone does not constitute formal notice or begin a notice period. Contact or address changes require notice under this section. Routine assignments, scheduling, and reports may use email or the permitting system. Statutory notice-of-claim and service-of-process requirements remain applicable.

13.2 Governing law and venue. Utah law governs, without regard to conflict-of-laws principles. Exclusive venue for actions arising out of or relating to this Agreement shall be in a state court of competent jurisdiction in Morgan County, Utah, or, if federal subject-matter jurisdiction exists, the United States District Court for the District of Utah. The parties consent to personal jurisdiction and venue in those courts, subject to the County's retained governmental immunities and defenses.

13.3 Dispute resolution. Authorized representatives shall attempt in good faith to resolve disputes. Mediation may occur by mutual written agreement; arbitration is not required.

Negotiations or mediation do not extend deadlines or prevent timely litigation or emergency relief.

14 General terms

14.1 Force majeure. A party is excused from delay only to the extent caused by an event beyond its reasonable control that could not reasonably have been prevented or overcome. It shall promptly notify the other of the event, expected impact and duration, and recovery measures; diligently mitigate; and resume performance as soon as practicable. Extensions are limited to unavoidable delay.

Ordinary staffing shortages, increased costs, or lack of funds do not alone qualify. This provision does not excuse payment for performed Services, extend statutory deadlines, restrict applicant rights, or limit the County's rights to obtain substitute services, suspend, or terminate. Section 2 governs nonappropriation.

14.2 Entire agreement and amendments. This Agreement, its expressly incorporated exhibits, and signed amendments constitute the entire agreement concerning the Services and supersede prior negotiations, representations, and agreements. Vendor proposals, purchase acknowledgments, invoice terms, and website terms are excluded unless expressly incorporated by a signed amendment.

Amendments require both parties' authorized signatures and County approval as to form when required. Routine correspondence, assignments, scheduling, course of performance, and invoice approval do not amend this Agreement or authorize rate increases.

14.3 Order of precedence. This Agreement controls legal and administrative terms. Exhibit A specifies Services, rates, service levels, minimum charges, and travel, subject to this Agreement. Exceptions must identify the affected provision and change in a signed amendment under Section 14.2.

14.4 Waiver and remedies. A waiver must be in writing by an authorized representative and applies only to the identified matter. Failure or delay in enforcement is not a waiver. County review, approval, inspection, or payment does not relieve Consultant of its obligations. Contractual remedies supplement remedies available under applicable law.

14.5 Severability. An invalid or unenforceable provision shall be severed to the extent permitted by law; the remainder stays effective.

14.6 Successors and third parties. This Agreement binds permitted successors and assigns, subject to Section 8. Except for protections expressly provided under Sections 9 and 10, it creates no third-party beneficiary rights.

14.7 Survival. Accrued rights and obligations survive expiration or termination, as do applicable provisions concerning payment, records and audit access, ownership and use of deliverables, confidentiality, continued insurance, indemnification, governmental immunity, transition, and disputes.

14.8 Counterparts and authority. This Agreement and amendments may be signed in counterparts and by electronic signature or scanned signature page. Each signer represents authority to bind the represented party. Electronic signatures do not authorize formal notice by email under Section 13.1.

15 Signatures

The parties approve this Agreement and the attached Exhibit A identifying the same Consultant.

MORGAN COUNTY	[CONSULTANT LEGAL NAME]
By: _____	By: _____
Name: _____	Name: <u>Matthew K. Causley</u>
Title: _____	Title: <u>Chief Operating Officer</u>
Date: _____	Date: <u>September 30, 2026</u>

Attest:

County Clerk: _____

Date: _____

Approved as to form:

County Attorney: _____

Date: _____

EXHIBIT A

SAFEbuilt SERVICES AND COMPENSATION

This Exhibit A forms part of the Morgan County Building Inspection and Plan Review Agreement with SAFEbuilt, LLC (Consultant), takes effect with that Agreement, and is approved by its signatures. Services are authorized under Section 1 of the Agreement.

1 Authorized services

1.1 In-person inspections. Consultant shall provide as-needed building, electrical, plumbing, mechanical, energy, and accessibility inspections within the authorized scope; assess compliance with applicable codes and approved plans; provide reasonable site consultation; document findings; discuss results with available site personnel; and respond to related calls and emails.

1.2 Electronic plan review. Consultant shall use qualified, certified plans examiners to review assigned code disciplines, determine construction type and occupancy, coordinate review status, issue written findings, review corrections, and return reviewed plans and supporting documents, and shall remain available for related applicant questions after review. Structural reviews requiring an engineer must be performed by an appropriately licensed engineer. Peer review, fire code review, and pre-submittal meetings require specific assignment, acceptance, and qualifications; unpriced Services require a signed amendment under Agreement Section 14.2.

1.3 Limits. Remote video inspections are excluded; electronic plan review and telephone or video consultation do not replace in-person inspections. Adding remote inspections requires a signed amendment defining eligible work, procedures, qualifications, and rates consistent with law. Zoning administration, permit issuance, and fee collection are excluded and require lawful authorization and a signed amendment to add.

2 Service levels

Consultant shall perform Services during normal County business hours, excluding County holidays, unless otherwise agreed in writing, and provide phone and email availability and qualified backup staff. Reports must meet Agreement Section 4.

Project type	Initial review	Recheck
Single family dwelling	5 business days	5 business days
Tenant improvements	5 business days	5 business days
Apartments	10 business days	5 business days
Commercial or industrial	10 business days	5 business days
Fire code review when assigned	10 business days	5 business days

Review periods begin on the first County business day after receipt of complete materials for that stage. Consultant shall promptly identify missing information and scheduling conflicts and meet applicable statutory deadlines or a lawful alternative schedule. These periods do not restart, extend, or pause statutory deadlines. Expedited review requires an agreed written schedule and a signed amendment for any different price.

Consultant shall provide next-business-day inspections for complete requests received by 4:00 p.m. Mountain Time on the preceding County business day, unless a different lawful schedule is agreed; promptly confirm scheduling or report inability to perform so another provider can be used; and coordinate routes with the County to combine inspections where practicable. Homeowners performing their permitted work may request a two-hour arrival window.

3 Rates

Service	Compensation
Building plan review with County project valuation below \$50,000	\$130 per hour
Building plan review with County project valuation of \$50,000 or more	70% of the applicable County plan review fee
In-person building inspections	\$125 per hour; four-hour minimum per scheduled service block, subject to Section 4 below

Rates apply to County-assigned and qualifying applicant-selected work. The County shall confirm valuation and the applicable plan review fee when assigning percentage-priced work; the percentage does not apply to the entire permit fee. Fire code and peer review use listed pricing only when confirmed for the assigned scope; otherwise, a signed amendment must establish the price before work.

The percentage fee includes initial review and ordinary correction resubmittals within the original scope. Additional fees for substantial redesign, added area, or expanded disciplines require a signed scope and price amendment before added work. Hourly review includes actual correction-review time without a separate resubmittal surcharge.

4 Inspection minimum and travel

4.1 Minimum. One four-hour minimum (\$500) applies to each continuous scheduled service block for one inspector, including permitted travel and support time, regardless of the number of inspections, permits, or applicants. Additional inspectors or separate County-requested blocks require prior written approval. Applicant-selected work requires schedule coordination and identification of the original request, not discretionary assignment approval.

4.2 Included time. Billable time includes actual inspection time, travel between sites, and necessary inspection documentation and administrative support. Travel from the operating base to the first County site and from the last site back to that base is limited to one hour each way. Consultant shall identify the base before work and notify the County of changes. All permitted travel and support time counts toward the four-hour minimum.

4.3 Calculation. Charges equal \$125 times the greater of four hours or actual permitted billable time. Consultant shall itemize inspection, travel, support time, and minimum adjustments. No minimum or cancellation fee applies to a block with no inspection unless authorized in advance by signed amendment.

5 Billing

Rates include personnel, equipment, supplies, vehicle expense, and overhead. No separate mileage, trip, copying, telephone, courier, or other expense reimbursement is payable. Only travel and support time allowed by Section 4 is billable. Ordinary plan-review documentation is included in actual hourly review time or the percentage fee, as applicable.

Consultant shall invoice monthly under Agreement Section 6. The percentage plan-review fee may be invoiced after Consultant completes the initial review and delivers its written findings and supporting review documents to the County. The fee includes ordinary correction reviews under Section 3, which Consultant shall perform without an additional percentage charge even if the fee has already been paid. If the review is terminated or transferred before included work is completed, the final charge shall reflect work actually performed, shall not exceed the agreed fee, and shall include a refund or credit for any unearned payment. Statutory inspection payments require submission of the completed inspection report.

6 Contacts and notices

County contact:

Dustan Little, Building Official
Morgan County
48 W. Young Street, P.O. Box 886
Morgan, Utah 84050
Email: dlittle@morgancountyutah.gov

Consultant contact:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, Colorado 80537
Email: jderosa@safebuilt.com

Formal notices and notice-contact changes must comply with Agreement Section 13.1. Consultant shall provide day-to-day scheduling contacts and submission instructions before accepting work.



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!



2025 BUDGET CHANGE FORM

Date 9/21/2026
Department Library
Department Head Signature 

Amount 2500.00
Move from GL Account# 27-2955-000-000 Fund Balance-Visitor Center
Move to GL Account # 27-4800-480 Special Department Supplies

Brief Description

Requesting that \$2500.00 be moved from the Visitor's Center Fund Balance (built from previous years' profits) to cover custom ornaments and other appropriate souvenir items to sell at the Depot Building's 100th anniversary in November, 2026.

Clerk/Auditor Use Only

Date Entered

RESOLUTION CR 26-43
A RESOLUTION APPOINTING DEVRON ANDERSEN AS THE INTERIM
NONELECTED MORGAN COUNTY SURVEYOR AND ASSIGNING THE
APPLICABLE POWERS AND DUTIES OF COUNTY SURVEYOR

WHEREAS, Utah Code § 17-73-201(1)(c)(i)(B) authorizes a county to employ a licensed professional land surveyor to perform the duties of county surveyor when there is no elected county surveyor or the holder of a consolidated office is not a licensed professional land surveyor; and

WHEREAS, Devron Andersen is currently employed as a surveyor in the Morgan County Recorder's Office, and the County Commission desires to designate him to perform the applicable County Surveyor duties on an interim basis; and

WHEREAS, Utah Code § 17-73-201(1)(d) requires a professional land surveyor employed under that provision to fulfill the duties of county surveyor described in Title 17, Chapter 73; and

WHEREAS, the County Recorder retains the survey-record responsibilities assigned by Utah Code §§ 17-71-103 and 17-73-201(1)(c)(iii)–(iv).

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

Section 1. Appointment. Subject to Section 5, Devron Andersen is appointed and designated as the Interim Nonelected Morgan County Surveyor, in his capacity as an employee of the County Recorder's Office, pursuant to Utah Code § 17-73-201(1)(c)(i)(B). This designation authorizes him to perform County Surveyor duties under that employee provision and does not fill an elected office, create a separate department, or change his employment classification.

Section 2. Powers and Duties. Devron Andersen is assigned all applicable powers, functions, and responsibilities of County Surveyor under Utah Code Title 17, Chapter 73, and other applicable state laws and Morgan County ordinances. These include advising the County regarding surveying matters; performing or arranging County surveying work; carrying out lawful court and County survey orders; establishing, verifying, and preserving survey corners and monuments; and conducting reviews, certifications, and approvals assigned by law to the County Surveyor. He may sign documents in that capacity and shall comply with applicable licensing and seal requirements.

Section 3. Placement and Supervision. Devron Andersen remains in the County Recorder's Office under the Recorder's day-to-day administrative and personnel supervision, including work assignments, scheduling, leave, performance evaluations, and discipline, subject to applicable law and County personnel policies. The Commission retains authority over this designation, budget, compensation, and lawful survey orders under Utah Code § 17-73-201(2)(b), consistent with § 17-66-504. Commission survey orders shall be coordinated through the Recorder. Professional surveying determinations, certifications, and approvals assigned by law to the licensed surveyor remain Devron Andersen's responsibility. Neither administrative supervision nor Commission oversight authorizes a direction contrary to law or applicable professional standards.

Section 4. Survey Records. The County Recorder retains responsibility for accepting, retaining, maintaining, and providing access to County survey records under Utah Code §§ 17-71-103 and 17-73-201(1)(c)(iii)–(iv). Devron Andersen shall provide the records necessary for the Recorder to fulfill those responsibilities. This resolution does not transfer the Recorder’s statutory record-custody duties.

Section 5. Qualifications. Before exercising authority under this designation, Devron Andersen shall provide verification to County Human Resources that he holds an active Utah professional land surveyor license. He shall maintain that license and comply with applicable professional standards. This designation does not authorize engineering or architectural work for which he lacks the required qualifications and license.

Section 6. Compensation. Devron Andersen shall perform these duties as part of his existing County employment at his currently authorized compensation and benefits. No additional salary, stipend, allowance, bonus, or other compensation for this designation may be authorized or paid unless the County Commission expressly approves it by a separate resolution. No individual commissioner, the Recorder, or another County employee may approve additional compensation for these duties. This provision does not authorize withholding compensation required by law.

Section 7. Duration and Administration. This interim designation continues until modified or rescinded by the County Commission, a successor lawfully assumes these duties, or Devron Andersen ceases to be a County employee or to meet the required licensing qualifications, whichever occurs first. Personnel actions remain subject to applicable law and County personnel policies. Expenditures remain subject to the adopted budget and County financial and procurement requirements.

Section 8. Effective Date. This resolution takes effect upon adoption, subject to the qualification requirement in Section 5.

PASSED AND ADOPTED this 6th day of October 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Janet Christoffersen, Deputy County Attorney

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

USACCC FALL WORKSHOP



November 19-20, 2026

WEDNESDAY, NOVEMBER 18, 2026 - DINNER WITH LEGISLATORS AT
THE LAUREL (GRAND AMERICA)

THURSDAY, NOVEMBER 19, 2026 - 8:00AM-5:00PM - ALL MEETINGS
WILL BE HELD AT THE UTAH ASSOCIATION OF COUNTIES OFFICES
(BASEMENT TRAINING ROOM)

UAC BOARD MEETING - 5:30PM-8:00PM

FRIDAY, NOVEMBER 20, 2026 - ALL MEETINGS WILL BE HELD AT THE
UTAH ASSOCIATION OF COUNTIES OFFICES (BASEMENT TRAINING
ROOM)



2026 BUDGET CHANGE FORM

Date	09/29/2026
Department	Tourism
Department Head Signature	Kate Becker
Amount	\$6,175
Move from GL Account#	35-2951-000-000 Fund Balance
Move to GL Account #	35-4510-409-000 Tourism Events

Brief Description
UTA Ski Stop Agreement 2024-2025

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved:

UTA

INVOICE

Page 1 of 1

Remit To:
Utah Transit Authority
669 W 200 S
SALT LAKE CITY UT 84101

Date: 9/30/2026
Customer ID 1495345
Invoice No. 800133
Balance due upon receipt of invoice.

Billing Address:
Morgan County (ski bus)
48 West Young St
Attn: Tina Cannon
Morgan UT 84050

Customer Address:
Morgan County (ski bus)
48 West Young St
Attn: Tina Cannon

Date	Number	Type	Item	Due Date	Remark	Amount
9/30/2026	800133	Invoice	001	10/30/2026	2024/2025 UTA Service to	6,175.00
			002	10/30/2026	Mountain Green Bus Stop	
			003	10/30/2026	Location	
				Balance Due		6,175.00

UTAH TRANSIT AUTHORITY

669 WEST 200 SOUTH, SALT LAKE CITY, UT 84101 TEL 801.262.5626 www.rideuta.com

STOP SERVICE AGREEMENT
Between
Morgan County and Utah Transit Authority
2024-2025 Ski Season

THIS SERVICE AGREEMENT (“Agreement”) is effective on the 8th day of December 2024 by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as “UTA”, and MORGAN COUNTY, UTAH a political subdivision of the State of Utah, hereinafter referred to as “County”.

RECITALS:

- A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service to the Wasatch recreation areas; and
- B. Morgan County is a political subdivision of the State of Utah whose purposes include promoting winter recreational activities for its residents at nearby ski resorts; and
- C. UTA provides additional ski bus service to Snowbasin ski resort during the ski season which passes through the town of Mountain Green located in Morgan County; and
- D. County desires that UTA establish and maintain a bus stop in the town of Mountain Green and UTA is willing to accommodate such desire; and
- E. The parties have determined that it is mutually advantageous to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

- 1. **Term.** The term of this Agreement shall commence on date stated above and shall end no later than Change Day April 2025. In addition, UTA has the discretion to exercise 4 (four) additional one-year options. As used in this Agreement, “Change Day” means the date which occurs twice each year, established and publicized by UTA for implementing changes in service including additions or deletions of routes, alterations to routes and stops, or changes to the schedule of routes.

2. **Additional Bus Stop.** UTA agrees to utilize the bus stop in Mountain Green, Utah in order to transport additional passengers to and from Snowbasin ski resort. Morgan County agrees to allow UTA to provide transit service outside UTA's service area in order to access the Mountain Green stop. Morgan County authorizes UTA to operate out of its service area in Morgan County in order to effectuate this agreement.
3. **Maintenance.** Morgan County shall be responsible for the care and maintenance of the Mountain Green Bus Stop including snow removal.
4. **Dates of Service.** UTA shall provide service to the Mountain Green stop location in accordance with the UTA Annual Service Plan starting no sooner than December Change Day 2024, through April Change Day, 2025. UTA has the discretion to exercise 4 additional one-year options extending through April Change Day, 2029. Subsequent years will be scheduled in accordance with the annual plan.
5. **Termination.** This Agreement may be terminated with or without cause by either party by providing written notice of termination at least thirty days before service begins, as stated above.
6. **Cost and Payment of Service.** Morgan County agrees to pay UTA the amount of \$6,175 to provide service to the Mountain Green stop location. The Cost described is based upon a 7% of the cost, \$88,201, of the 2024-2025 Davis County sponsored service agreement. If the annual options are exercised, the yearly amount due shall increase by 3% each year to account for increased operating costs. Payment shall be made within 30 days of receipt of the invoice, which shall be provided no later than January 30th of each year. Otherwise, late charges shall accrue at the rate of 18% per annum.
7. **Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
8. **Immunity.** Both of the parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. sections 63G-7-101 et seq. (1953, as amended) (hereinafter, the "Immunity Act"). There are no indemnity obligations between the parties under this Agreement. Subject to and consistent with the terms of the Immunity Act, each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, official, or employees. Nothing in this Agreement shall be construed to be a waiver by either party of any protections, rights, or defenses applicable under the

Immunity Act, nor to waive any limits of liability currently provided by the Immunity Act or any other applicable law. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

9. **Default.** If either party fails to timely and fully perform any of the terms and conditions of this Agreement, then the non-defaulting party may terminate this Agreement and pursue any and all available remedies upon at least fifteen (15) days' prior written notice of such default and opportunity to cure to the defaulting party.
10. **Attorney's Fees.** If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.
11. **Assignment.** No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.
12. **Notice or Demands.** Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the COUNTY:

Morgan County
ATTN: Kate Becker
48 West Young St
Morgan, Utah 84050

If to UTA:

Utah Transit Authority
ATTN: Russ Fox
669 West 200 South
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice by providing written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

13. **Compliance with Laws.** Each party shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

14. **Required Insurance Policies.** Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.
15. **Conflict Resolution.** In the event of a dispute between the Parties regarding the Work or this Agreement, the parties agree (without limiting any and all other legal and equitable remedies) that a County representative will meet as soon as practical with a UTA representative to discuss and attempt to resolve the dispute. If the parties do not agree, then the dispute shall be resolved pursuant to section 19 below.
16. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be resolved by good faith negotiation between successive levels of leadership, culminating with the Executive Directors. If the Executive Directors are unable to resolve the dispute, the Parties shall submit to non-binding mediation under the rules and protocols of JAMS (Judicial Mediation and Arbitration Services). If mediation is unsuccessful in resolving the issue, the dispute shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the parties shall continue to perform its obligations hereunder during the pendency of such dispute.
17. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
18. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
19. **Time.** Time is the essence of this Agreement.
20. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Agreement No. 24-P00405

21. Severability. If any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

DocuSigned by:
By: Nichol Bourdeaux Date: 11/22/2024
0A156242BA68409...
Name: Nichol Bourdeaux
Title: Chief Planning and Engagement Officer

MORGAN COUNTY

Signed by:
By: Michael Newton Date: 11/19/2024
4181CE1F738E4AC...
Name: Michael Newton
Title: Morgan County Commission Chair

DocuSigned by:
By: Russell Fox Date: 11/22/2024
EA4929A77F5B48E...
Name: Russell Fox
Title: Planning Director

Approved as to Form:
Signed by:
Garrett T. Smith 11/22/2024
EDD3BF889BA6452...
Garrett Smith, Morgan County Attorney

Approved as to Form:
DocuSigned by:
Mike Bell 11/22/2024
70E33A415BA44F6...
Mike Bell
Legal Counsel
Utah Transit Authority

STOP SERVICE AGREEMENT
Between
Morgan County and Utah Transit Authority
2025/2026 & 2026/2027 Ski Seasons

THIS SERVICE AGREEMENT ("Agreement") is effective on the 1st day of October 2026 by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and MORGAN COUNTY, UTAH a political subdivision of the State of Utah, hereinafter referred to as "County".

RECITALS:

- A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service to the Wasatch recreation areas; and
- B. Morgan County is a political subdivision of the State of Utah whose purposes include promoting winter recreational activities for its residents at nearby ski resorts; and
- C. UTA provides seasonal ski bus service to Snowbasin ski resort during the ski season which passes through the town of Mountain Green located in Morgan County; and
- D. County desires that UTA establish and maintain a bus stop in the town of Mountain Green and UTA is willing to accommodate such desire; and
- E. The parties have determined that it is mutually advantageous to enter into this Agreement.
- F. NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

- 1. Term. The term of this Agreement shall commence on the effective date stated above and shall end on November 1, 2027. In addition, UTA has the discretion to exercise 4 (four) additional one-year options. UTA shall exercise each option by written notice to the County before the then-current term expires and at least sixty days before service begins for the applicable renewal season.
- 2. Additional Bus Stop. UTA agrees to utilize the bus stop in Mountain Green, Utah in order to transport additional passengers to and from Snowbasin ski resort. Morgan County agrees to allow UTA to provide transit service outside UTA's service area in order to access the

Mountain Green stop. Morgan County authorizes UTA to operate out of its service area in Morgan County in order to effectuate this agreement.

3. Dates of Service. UTA shall provide service to the Mountain Green stop location in accordance with the UTA Annual Service Plan starting no sooner than Winter Change Day, December 6, 2026, through Spring Change Day, April 11, 2027. As used in this Agreement, "Change Day" means the date which occurs twice each year, established and publicized by UTA for implementing changes in seasonal service including additions or deletions of routes, alterations to routes and stops, or changes to the schedule of routes. If additional options are exercised, bus stop service for subsequent years will be scheduled in accordance with the annual plan.
4. Maintenance. Morgan County shall be responsible for the care and maintenance of the Mountain Green Bus Stop including snow removal.
5. Termination. This Agreement may be terminated with or without cause by either party by providing written notice of termination at least thirty days before service begins for the applicable ski season, including any renewal season.
6. Cost and Payment of Service.
 - a. Morgan County agrees to retroactively pay UTA the amount of \$6,360 for services provided to the Mountain Green stop location for the previous 2025/2026 ski season.
 - b. Morgan County agrees to pay UTA the amount of \$6,550 to provide service to the Mountain Green stop location for the 2026/2027 ski season. This represents approximately a 3% increase from the prior year.
 - c. If the annual options are exercised, the yearly amount due shall increase by 3% each year to account for increased operating costs.
 - d. Payment shall be made within 30 days of receipt of the invoice, which shall be provided no later than January 30th of each year. Otherwise, late charges shall accrue at the rate of 18% per annum. The invoice for the 2025/2026 ski season shall be provided after execution of this Agreement. Late charges for that season shall accrue only after the thirty-day payment period following receipt of that invoice.
7. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

8. Immunity. Both of the parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. sections 63G-7-101 et seq. (1953, as amended) (hereinafter, the "Immunity Act"). There are no indemnity obligations between the parties under this Agreement. Subject to and consistent with the terms of the Immunity Act, each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Nothing in this Agreement shall be construed to be a waiver by either party of any protections, rights, or defenses applicable under the Immunity Act, nor to waive any limits of liability currently provided by the Immunity Act or any other applicable law. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.
9. Default. If either party fails to timely and fully perform any of the terms and conditions of this Agreement, then the non-defaulting party may terminate this Agreement and pursue any and all available remedies upon at least fifteen (15) days' prior written notice of such default and opportunity to cure to the defaulting party.
10. Attorney's Fees. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.
11. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.
12. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to the COUNTY:	If to UTA:
Morgan County	Utah Transit Authority
ATTN: Kate Becker	ATTN: Jaron Robertson
48 West Young St Morgan, Utah 84050	669 West 200 South Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice by providing written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to

accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

13. Compliance with Laws. Each party shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing nondiscrimination against all protected groups and persons in admissions and hiring.
14. Required Insurance Policies. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.
15. Conflict Resolution. In the event of a dispute between the Parties regarding the Work or this Agreement, the parties agree (without limiting any and all other legal and equitable remedies) that a County representative will meet as soon as practical with a UTA representative to discuss and attempt to resolve the dispute. If the parties do not agree, then the dispute shall be resolved pursuant to section 16 below.
16. Claims and Disputes. Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be resolved by good faith negotiation between successive levels of leadership, culminating with the County Commission Chair and UTA Executive Director, or their authorized representatives. If those representatives are unable to resolve the dispute, the Parties shall submit to non-binding mediation under the rules and protocols of JAMS (Judicial Mediation and Arbitration Services). If mediation is unsuccessful in resolving the issue, the dispute shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the parties shall continue to perform its obligations hereunder during the pendency of such dispute.
17. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
18. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
19. Time. Time is the essence of this Agreement.
20. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent

upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

21. Severability. If any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the effective date written above.

UTAH TRANSIT AUTHORITY

Name: Nichol Bourdeaux
Title: Chief Planning and External Relations Officer

Name: Jaron Robertson
Title: Planning Director

Approved as to Form:
Mike Bell
Legal Counsel
Utah Transit Authority

MORGAN COUNTY

Name: _____
Title: Morgan County Commission Chair

Approved as to Form: Janet Christoffersen
Title: Deputy County Attorney

DRAFT



**STATE OF UTAH
UTAH OFFICE OF TOURISM
GRANT AGREEMENT
Utah Cooperative Marketing Program**

- 1. CONTRACTING PARTIES:** This Agreement is between the State of Utah, Governor's Office of Economic Development ("GOED"), the Utah Office of Tourism ("UOT"), referred to collectively as the "State", and the following Grantee:

Morgan County Economic Development
P.O. Box 886
Morgan, UT 84050

Contact Name: Justin Rees
Phone #: (801) 824-7594
Email: justin.rees@morgancountyutah.gov

Legal Status of Grantee: Governmental Agency
Federal Tax ID: 87-6000306
Vendor #: 83870FB

The State and Grantee are sometimes referred to individually as "Party" or collectively as "Parties."

- 2. GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is to award grant funds pursuant to the Utah Cooperative Marketing Program ("Program"), as part of a public private partnership with Grantee. The goal of the Program is to leverage State and Grantee efforts to attract both in and out-of-state visitors to Utah to increase tourism expenditures.
- 3. AUTHORITY:** This Agreement is entered pursuant to the UOT's authority under legislative appropriation. Terms used herein, but not defined, shall have the meanings set forth in the applicable State Code and Administrative Rule. The Board of Tourism Development has authorized Grantee to receive the Grant.
- 4. CONTRACT PERIOD:**
Effective Date: **August 31, 2026**
Termination Date: **March 1, 2028.**
- 5. CONTRACT AMOUNT:** The State approves the following Grant amount: **\$56,700.00**
- 6. ATTACHMENTS INCORPORATED AND MADE PART OF THIS AGREEMENT:**
Attachment A – State of Utah Standard Terms and Conditions
Attachment B – Project Scope of Work
Attachment C – 2025 Cooperative Marketing Grant Guidelines
- 7. INCORPORATION BY REFERENCE BUT NOT ATTACHED:** Grantee's application made to the Program and all State and Federal governmental laws, regulations, or actions applicable to the grant or



allocation authorized by this Agreement, including but not limited to Utah Code § 59-1-1406 (records retention, examination by Utah State Tax Commission), Utah Code Title 63J (state budgeting).

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply in the administration of the Program and the performance of this Agreement.

8. **PAYMENT.** UOT shall disburse to Grantee 50% of the Board approved Grant amount upon receiving this fully executed Agreement and invoice from the Grantee. The remaining 50% of the Grant amount will be paid upon the completion of said project, submission and approval of required reports, vendor invoices, and documentation. UOT shall review submitted project reports and invoices within twenty (20) business days.
9. **ENFORCEMENT, RECOUPMENT, AND COLLECTIONS.** Grant Funds not used by Grantee for eligible costs under the Program during the term of this project shall be returned to the State. In addition, if the Project as described in Attachments B and C is not completed by the Contract Termination Date, the State shall have the right to recover from Grantee any Grant Funds previously paid. The State of Utah may require repayment of the funds and pursue any other reasonable collection costs and attorney's fees, if in State's sole discretion, it determines that Grantee has violated a law or requirement pertaining to the funding, including the terms of this Agreement. Any misrepresentation or fraud made in connection with this agreement may result in criminal prosecution, civil liability, and/or other penalties.
10. **COMPLIANCE AND REPORTING.** Grantee shall:
 - a. Comply with the UOT 2025 Cooperative Marketing Guidelines (see Attachment C).
 - b. In the event of modifications due to funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, provide by email a written summary of such changes to uotgrants@utah.gov immediately for approval before implementing requested changes.
 - c. Provide copies of planned marketing projects (e.g., copy of advertisement, mock-up of artwork, etc.) to UOT for approval prior to publication.
 - d. Provide to the State, or its designee, all project-related vendor invoices as outlined in the guidelines and a summary report of how grant funds were spent and complied with the Program, in a manner and format specified by the State. The report and related documents shall be submitted in GOED's Salesforce application portal no later than the Contract Termination Date, or at other times as requested by the State in its sole discretion.
11. **RECORDS RETENTION AND AUDIT.** Grantee shall maintain records and documentation for all eligible costs and expenses under the Program and arising out of this agreement for at least seven (7) years from the date of the award and shall allow State personnel and any other designated federal government (if applicable) or third-party contractor personnel reasonable access to records and documentation in connection with the funding. All parties, including Grantee, who enter into contracts with GOED, UOT and the State of Utah, acknowledge that they shall be subject to audit by either GOED or the Office of the State Auditor. Grantee shall submit to audits as reasonably requested by the State or its designee(s).

- 12. AUTHORITY AND REPRESENTATIONS.** The undersigned person is an authorized representative of the Grantee receiving the funds, and the representations and documentation provided in connection with the application and scope of work and this agreement are complete, true, and correct. Grantee attests that the representations made to the State in the project application continue to be true (or, if there have been any material changes, the State has been advised of such changes and has agreed in writing to those changes).
- 13. PROVIDING NOTICE TO STATE:** Award recipients are encouraged to communicate directly with the Community & Partner Relations team of the Utah Office of Tourism via uotgrants@utah.gov.
- 14. MISCELLANEOUS.** This Agreement may be signed in counterparts. This Agreement represents the entire agreement between the parties, and there are no verbal representations made outside of the written terms of this Agreement. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the Parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal contract binding on the Parties and enforceable in accordance with its terms. This Agreement is not fully executed until all Parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

STATE:
UTAH OFFICE OF TOURISM
DEVELOPMENT

GRANTEE:
MORGAN COUNTY ECONOMIC

Name: David M. Williams
Title: Associate Managing Director
Date:

Name:
Title:
Date:

**GOVERNOR’S OFFICE OF ECONOMIC
DEVELOPMENT**

Name: Thom Keyes
Title: Finance Director
Date:

**GOVERNOR’S OFFICE OF ECONOMIC
DEVELOPMENT**

Name: Kamron Dalton
Title: Chief Financial Officer
Date:

APPROVED BY:
DIVISION OF FINANCE

Name:
Date:
Contract number: 270633086

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS OR ALLOCATIONS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“Grant Money”** means money derived from funds appropriated under the State’s Utah Rural Jobs Act and paid or allocated to Grantee.
 - c. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, affiliates and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Agreement providing the Grant Money.
 - f. **“Subcontractors”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s affiliates, agents, subcontractors hired by Grantee, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Grantee and all acts performed under this Agreement will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Agreement. This includes documentation related to Grantee’s performance of the Agreement terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Agreement and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** In the performance of this Agreement, Grantee shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Agreement.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract to the extent caused by any intentional wrongful act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee’s liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex;

(iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

9. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
10. **TERMINATION:** Unless otherwise stated in Agreement above, then according to this Attachment's terms and conditions the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Agreement may give rise to for-cause termination.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Agreement, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Agreement. Grantee's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any Subcontractors as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Agreement and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
15. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Agreement that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Agreement or in violation of the law, or paid in excess of what is actually owed.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money set forth in this Agreement. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-

Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEYS' FEES:** In the event the State files any judicial action to enforce its rights under this Agreement to collect amounts owed, then the State shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **FORCE MAJEURE.** Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
25. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to the public entity party to this contract.

(Revision date: August 31, 2026)

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ATTACHMENT B: PROJECT SCOPE OF WORK

SCOPE OF WORK:

Morgan County will implement the “Find Your Escape in Morgan County” campaign through organic social media management and content creation, Google Search advertising, and production of a new promotional video. The campaign will position Morgan County as an accessible, year-round mountain getaway where visitors can reconnect with outdoor recreation, scenic landscapes, dark skies, local events, and small-town experiences.

Organic Social Media Management & Content Creation

- Year-round management of Morgan County’s organic Facebook and Instagram channels.
- Strategy and editorial calendar development, content creation, copywriting, graphic design, short-form video/Reel production, community engagement, and channel optimization.
- Highlights will include hiking, camping, fishing, boating, golf, dark skies, events, local businesses, and overnight stays.
- Content will primarily target regional and out-of-state drive-market travelers, with selective messaging for in-state Utah audiences.
- Performance will be tracked via platform analytics and delivered in regular reports.

Google Search Ads

- Strategic planning, launch, and optimization of search campaigns targeting travelers actively researching Utah outdoor recreation and getaways.
- Execution includes keyword research, geographic targeting, ad copywriting, conversion tracking, budget management, and continuous optimization.
- Ads will drive traffic to relevant web content featuring the call to action: “Your mountain escape is waiting. Plan your Morgan County getaway today.”
- Performance reporting will cover delivery, engagement, traffic, conversions, and strategic insights

New Promotional Video

- Full-service production of a new promotional video, including concept development, shot planning, filming, editing, audio licensing, color correction, and branding.
- The video will showcase Morgan County’s scenery, recreation, dark skies, events, and overnight appeal.
- Deliverables will be optimized for the county website, social media, presentations, and general marketing.

PROJECT DELIVERABLES:

Campaign success will be measured using website analytics, platform performance, and social media engagement. Morgan County will utilize GA4, Google Ads, Meta Ads, and social media analytics to track key metrics, including website users, engaged sessions, landing page views, click-through rates, and traffic sources.

Performance will also be evaluated based on organic social growth, influencer reach, visits to key landing pages and event content, and indicators of overnight travel intent—such as itinerary views, lodging-

related traffic, and destination-focused searches. These results will be monitored and optimized throughout the year to refine targeting, creative performance, and advertising efficiency.

BUDGET

[illegible]

ATTACHMENT C – 2026 COOPERATIVE MARKETING GRANT GUIDELINES

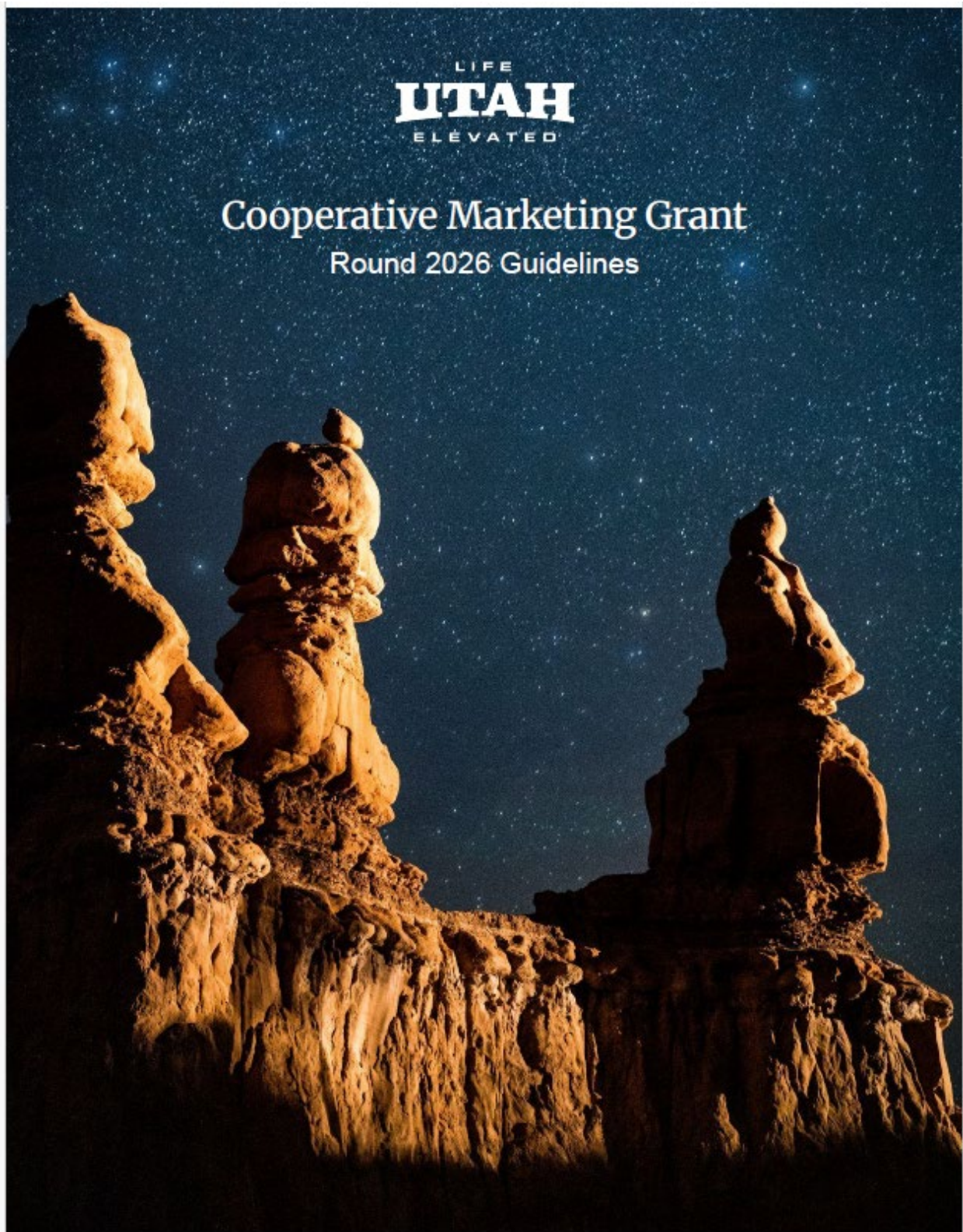




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PREPARATION

1. Background

Purpose - Utah's Cooperative Marketing Grant is a collaborative initiative designed to leverage both state and partner funding to enhance the visitor economy and increase tax revenue. The grant supports destinations and non-profits in maintaining or expanding their market position through strategic marketing efforts.

History - Established in 2005, Utah's Cooperative Marketing Grant has funded 1,147 applications with a total of \$69,655,365.46, boosting the state's brand to \$139,310,730.92 in marketing dollars. This program partners the Utah Office of Tourism (UOT) with local tourism organizations, Destination Marketing Organizations, convention and visitor bureaus and non-profit events, to enhance visitor spending through competitive match marketing grants.

New Tier 1 and Tier 2 Application Process - Due to application length and process, the Cooperative Marketing Grant is now split into two mutually exclusive categories based on the applying entity. This allows the application to be tailored specifically for Tier 1 applicants conducting area-wide marketing, versus Tier 2 applicants focusing on a specific attraction, event, or localized promotion.

2. Eligible & Ineligible Applicants

Please note that Tier 1 and Tier 2 are mutually exclusive; an entity can only qualify for one tier.

Tier 1: Eligible Applicants - Tier 1 is solely for entities doing area-wide marketing. To qualify, applicants must be:

- Counties in Utah
- Non-profit Destination Marketing Organizations (DMOs)
- Ski Utah

Applicants must be exempt from Federal Income Tax under Section 501 of the IRS Code for at least one year.

Tier 2: Eligible Applicants - Tier 2 is for non-profit entities or municipalities focused on promoting a tourism-based attraction or event. To qualify, applicants must be Utah-based:

- Attractions
- Events
- Cities
- Federally recognized tribes



Applicants must be exempt from Federal Income Tax under Section 501 of the IRS Code for at least two years. Previous Cooperative Marketing applicants must be in good standing (all prior rounds completed, except the open round 2025).

Ineligible Applicants (Both Tiers) - For-profit events, for-profit attractions, for-profit organizations, and individuals are strictly ineligible and are kindly requested to refrain from applying. Out-of-state entities hosting in-state events are also excluded from this grant. Furthermore, eligible entities cannot act as fiscal agents for non-qualified groups.

TMPF Funds Available - \$3,984,560.

2026 Funding Breakdown -

- Tier 1: \$3,334,560
- Tier 2 capped at: \$650,000

In-State vs. Out-of-State Marketing - To ensure the Cooperative Marketing Grant effectively drives out-of-state visitation while supporting local awareness, limits are placed on how much funding can be dedicated to in-state marketing based on your application tier.

- **Tier 1 (Counties, DMOs, & Ski Utah)** - Entities in Tier 1 can apply for up to \$215,000 for round 2026. They may apply 25% or \$50,000 TOTAL (whichever amount is greater) of their total project budget (Co-op Award + Exact Match) to in-state marketing efforts.
- **Tier 2 (Non-Profit Attractions, Non-Profit Events, Cities, & Tribes)** - Entities in Tier 2 can apply for up to \$100,000 for round 2026. They may apply 15% or \$35,000 TOTAL (whichever amount is greater) of their total project budget (Co-op Award + Exact Match) to in-state marketing efforts.

Expenses exceeding these in-state caps will reduce the total award amount and may negatively impact your score. All applicants are required to explicitly identify the amount of their total project dollars to be spent in-state versus out-of-state on their required Budget Worksheet and their final report. Please note: This classification is based strictly on the target market (the geographic location of the audience seeing the ad), not the physical location of the hired vendor or agency.

Partnering with DMOs & Notification of Intent - Non-profits, cities, and events are strongly encouraged to partner with their local DMO to be included in the DMO's overall grant request (if it fits within their strategy and they haven't already maxed their financial ask) or to be referred to other applicable grants. For Tier 2 applicants, this collaboration requires a formal "Notification of Intent." Tier 2 applicants must notify their local DMO (in the case of no tourism director a County Commission) of their application and will be required to upload proof of this communication in the Salesforce portal. See UOT's [partner directory](#) to find the contact information for all DMOs.



One Application per Organization - Effective 2025, each organization may submit only one Co-op application for funding consideration. However, joint applications involving two or more Co-op applicants will be permitted to submit an additional application. Organizations wishing to propose multiple marketing campaigns are strongly encouraged to consolidate them into a single "umbrella" proposal.

Note for joint applications: For applications involving multiple partners, the largest financial contributor must be the primary contact, and the qualified entity must match this contributor's amount. Partnership applications count toward each entity's funding cap.

3. Eligible & Ineligible Projects

Eligible Projects - With the Utah Cooperative Marketing Grant, applicants can select the type of marketing that best suits their area. All marketing projects funded with Co-op dollars plus the exact match must feature the official Utah-Life Elevated logo.

Examples of Eligible Projects:

- **Digital Media:** PPC, email marketing, connected TV, banner ads, social media
- **Print:** Fliers, direct mail
- **Broadcast Media:** Spot and/or Cable TV & radio
- **Publications:** Magazines, newspapers, guides, playlists
- **Website:** Design or redesign and launch, updates, native content & photography (hosting is not eligible)
- **Out-of-Home:** Static and/or video ads on gas station TV, digital displays in venues, gas pump toppers, billboards, buses, posters
- **Postage:** Postage for new marketing reach only
- **Conventions:** Promoting attendance of the convention to visitors
- **Public Relations:** Agency fees, activation costs, and communication plans (excludes travel expenses)
- **Research:** For effective marketing
- **Trade Shows:** Registration for one or more staff and booth space rentals that broaden the applicant's market reach (justification must be provided in the scope of work).

CRITICAL REMINDER – Pre-Launch Branding Approval: Do *not* wait until the final report to submit your marketing collateral for review. All marketing collateral produced by the project **MUST** be submitted to [MARKETING COLLATERAL](#) and approved by UOT *prior to launching or printing* to the public. If materials are published without prior branding approval, UOT may deny funding for those specific items.



Examples of Ineligible Projects:

- Activities or materials which violate State or Federal laws
- Administrative costs (salaries, travel, food/beverages, lodging, gifts/awards, web hosting, memberships, or personal entertainment)
- Direct funding to acquire, construct, extend, or maintain a facility
- FAM Tours (travel, food/beverages, lodging, gifts, etc.)
- Interest, reduction of deficits, or loans
- Projects already in progress (contract must be signed before beginning the project)
- Scholarships, endowments, or cash awards
- Tangible personal property (office furnishings, art collections, etc.)
- Event equipment and supplies (hard costs like tents, awards, banners, swag, etc.)
- Sponsorships of any kind.

Expert Tip: The intent is to spend on marketing that *brings* visitors to your area, not the things they see or get once they have arrived. **Always run items through this lens before putting in the Co-op application.**

Note: if ineligible items are added in the application and/or final report your organization may be unable to collect the full final payment.

4. Matching Funds

The Cooperative Marketing Grant requires a **1:1 exact cash match** from the applicant. For every grant dollar requested, the applicant must provide an equal dollar amount in non-state cash funds. In-kind donations, trades, or services do not qualify as a cash match.

- **Tier 1 Maximum Grant Request:** \$215,000 per entity (*requires a \$215,000 cash match, for a \$430,000 total project budget*).
- **Tier 2 Maximum Grant Request:** \$100,000 per entity (*requires a \$100,000 cash match, for a \$200,000 total project budget*).

All funding requests from a single entity count towards their respective tier limit. Co-op funds cannot be matched with other state funds (including other UOT programs). *Note: The Utah Sports Commission is NOT an eligible funding partner.* Applicants must disclose their non-state matching funds. Financial commitment letters verifying the cash match must be signed and submitted on the contributor's letterhead. **For Tier 1 applicants, this letter of financial commitment must come directly from your County Commissioner or DMO financial officer.**



5. Deadlines

- 2026 Guidelines Released: April 2026
- Applicant Webinar: April 15th, 2026 at 11:00 a.m. MT
- Application Open: May 6th, 2026 at 9:00 a.m. MT
- Application Deadline: June 10th, 2026 at 5:00 p.m. MT
- Interviews: July 27th-28th, 2026
- Awards Announced: August 14th, 2026
- Grant Revisions Open: August 17th, 2026
- Grant Revisions Deadline: September 4th, 2026
- Contract Signature Deadline: October 15th, 2026
- Scope of Work Revisions: October 13th, 2027
- Final Day to Request Amendments/Extension: February 26th, 2028
- Final Report Deadline: March 1st, 2028

APPLICATION & SCORING

6. Application

Applying Via the Salesforce Portal - The Cooperative Marketing Grant application process is hosted on Salesforce, aligning it with other GOEO grants.

- Returning users (e.g., Utah Outdoor Recreation Grant applicants) should use their existing login.
- New users should select "New User?" to create an account.
- Portal Link: goed.my.salesforce-sites.com/econ

The Campaign Overview - New this year, the required [Campaign Overview](#) (Tier 1 only) houses your core strategy in one place so you don't have to repeat answers throughout the application. This document provides a streamlined look at your vision and serves as the benchmark for evaluating your project's success during the final report phase. Two examples are provided in the application.

The Tri-View - The Tri-View is a pivotal tool designed to illuminate the interconnectedness of the grant process. It visually demonstrates how the grant guidelines, application questions, and evaluation scorecard work in unison. For applicants, the Tri-View is an invaluable asset for crafting compelling applications, enabling you to strategically allocate effort and maximize success by seeing exactly how responses are assessed.

ROI and Budget Worksheets - The (1) ROI Worksheet and (2) Budget Worksheet are required documents. Please note that they are two separate file uploads in the application portal. Both



must be completed in the UOT-provided format. Applicants must provide a detailed, comprehensive budget breakdown rather than single line items.

7. Interview

As part of the application process, applicants are strongly encouraged to participate in an interview with the Co-op Committee. The interview is designed to positively impact the applicant's score (offering up to 20 bonus points), clarify application details, and provide mentoring rather than focusing on a "wow" presentation.

How to Prepare - Applicants should prepare a five-minute overview of their application (assuming the Committee has already read it) followed by five minutes of Q&A regarding ROI, restrictions, or clarifications.

8. Scoring Parameters & Process

≥ 70% Requirement - Applications must receive a score of 70% or higher cumulative by the scoring committee to be eligible for funding.

Point System (120 Points Maximum)

- **Strategic Vision:** 40 points
- **Impact & Community:** 35 points
- **Financials & Compliance:** 15 points
- **Administration:** 10 points
- **Interview:** Up to 20 bonus points

Review Process

- **Additional Review:** Entities receiving substantial appropriations from the Utah State Legislature in the same year they apply for Co-op money are subject to additional review. Alert staff at uotgrants@utah.gov if this applies.

9. Helpful Hints

Start Early & Gather Required Attachments - Ensure you have the following documents ready before starting your application.

- **Required for ALL Applicants (Both Tiers):**
 - **General Marketing Plan:** A one-page summary of your organization's marketing strategy.



- **Two Separate Worksheets:** (1) The 2026 Project Budget Worksheet and (2) the ROI Worksheet.
- **Required for Tier 1 Applicants Only:**
 - **Campaign Overview:** A high-level deep dive into the specific project you are funding with this grant request template.
 - **Financial Audit/Balance Sheet**
 - **Letters of Financial Commitment** (Must be signed by Commissioner or Financial Officer).
 - **Letters of Project Support:** A minimum of 3 and a maximum of 5 letters (max one page each). *Upload as one file in Salesforce.*
- **Required for Tier 2 Applicants Only:**
 - **Notification of Intent:** Proof of communication sent to your local DMO regarding this grant application.
 - **Letters of Project Support:** 2 to 3 letters from local stakeholders or municipal leaders (max one page each). *Upload as one file in Salesforce.*
 - **Organizational Documents:** List of Board Members, Organization Chart, Articles of Incorporation, and Bylaws (including mission statement and conflict of interest policy, if available).
 - **IRS Exemption Letter:** Official determination letter (if applying as a non-profit).
 - **Financial Statements:** Your organization's current financial statement and balance sheets.

Stay on Track

- **Save often.** Do not submit until 100% complete; changes cannot be made post-submission.
- **AI Usage:** The application will ask if you used Artificial Intelligence (AI) to draft your submission. Please answer honestly; this is strictly for UOT's internal data-gathering purposes and will not impact your score in any way. *Note: you will be asked to certify the application was thoroughly reviewed of all AI content to ensure answers are accurate.*
- **Leverage the Tri-View:** Understanding the scoring breakdown as you answer will help craft a stronger application.

10. Funding Decision

Award Announcement - The Board of Tourism Development's funding decision will be announced at the August board meeting.

No Guarantee of Funding - There is no guarantee that all applicants will be awarded funds. Limited funds may not allow all qualifying projects to receive assistance. All decisions regarding



awarding of funds are at the discretion of the Co-op Committee, Board of Tourism Development, and the UOT, and are final. The Committee reserves the right to adjust funding parameters based on available funds.

NEXT STEPS

11. Project Start and End Process - Project can begin as soon as the contract is signed. Projects must be completed before the final report deadline, March 1st 2028. (Unless and extension has been approved)

12. Grant Revisions & Memorandum of Understanding (MOU)

If awarded less than the original requested amount, the applicant may be required to submit a statement adjusting their scope of work and budget. An MOU will then be issued. Upon UOT's receipt of the signed MOU, a contract number will be assigned with an ending date of March 1, 2028. Recipients are encouraged to submit their final report upon project completion rather than waiting for the deadline.

13. Payment & Reporting

Initial Payment - 50% of the award amount can be invoiced via Salesforce anytime after the MOU is signed.

Progress & Changes - If a recipient cannot complete the project as approved or needs scope changes, can be proposed until October 31, 2027 (uotgrants@utah.gov). The applicant must submit proposed modifications and a revised budget for approval. The awardee may move forward with project with a verbal (email) approval. But an amendment to the contract is still required so allow 2-3 weeks for final approval.

- If an applicant has a staff change in their organization it is the responsibility of the applicant to notify UOT of this update so information can be updated in Salesforce.
- The applicant is responsible for checking/reading all email throughout the project allowing for a smooth grant period.

Final Payment - The remaining 50% will be issued upon successful execution of the project and approval of the final report by UOT's Grants Specialist. Reports must be submitted in Salesforce by March 1, 2028. Failure to do so renders the recipient ineligible for future funding rounds until resolved.



14. Final Report Requirements

To close out your grant and receive the final reimbursement, recipients must complete the final report form in the Salesforce portal. Please be prepared to provide the following required documentation:

- **All Project Invoices:** You must submit copies of *all* invoices covering the entire project budget. This includes invoices for both the Co-op award amount AND your exact cash match amount.
- **Summary Sheet:** A summary of all provided invoices. The figures and line items on this summary sheet *must* directly match both the submitted invoices and your approved Budget Worksheet.
- **Updated ROI Worksheet:** The finalized return on investment worksheet reflecting your actual performance and metrics.

CRITICAL REMINDER – Pre-Launch Branding Approval: Do *not* wait until the final report to submit your marketing collateral for review. All marketing collateral produced by the project **MUST** be submitted to [SUMBIT HERE](#) and approved by UOT *prior to launching or printing* to the public. If materials are published without prior branding approval, UOT may deny funding for those specific items.

FINAL REPORT Allow up to 45 business days for your final report to be reviewed.
Note: We strongly encourage you to submit your final report early, ideally in January 2028. Beating the final deadline rush helps you avoid the heavy backlog of last-minute submissions, which often results in a much faster review process and a quicker final payment!

16. Utah Logo Guidelines

The Cooperative Marketing Grant aims to promote both the recipient's project and Utah's brand. UOT's logos must be used in accordance with UOT's Brand Guidelines. Our logo can be requested at travel.utah.gov or [Logo Request Form](#)

- Drafts of all materials require UOT's approval (allow 5 business days) via [Submit Marketing Collateral](#)
- UOT may deny funding or logo use if content is deemed inappropriate or negative towards Utah.
- UOT reserves the right to use recipients' Co-op marketing collateral in its own marketing and communications.

All Projects - IMPORTANT All recipients must display the Utah-Life Elevated logo on their website, linking it to www.visitutah.com. It must be prominently placed and visible for the entire duration of the project. No follow links are not allowed.



- **Billboards:** Must display the logo at a size clearly readable to passing motorists. Specify location and dates.
- **Digital Ads:** Include the logo and a link to www.visitutah.com on the *landing page* linked to the digital ad. Screenshots of landing pages are required for approval.
- **Partner Logos:** Must be declared and approved. Logos representing alcohol, tobacco, or sexually-oriented products/services will not be permitted with the Utah logo.
- **Print and Publications:** All print ads must contain the logo. Size should be commensurate with the applicant's logo (minimum 1.25" in length). Specify publication name, ad size, reach, and dates.
- **Press Releases:** Must feature the state logo.
- **Radio Ads:** Must contain the credit line: *"Produced in cooperation with the Utah Office of Tourism."* It should take 3 to 5 seconds to pronounce clearly. Include market reach and frequency.
- **TV Ads:** Must display the logo for a minimum of 5 seconds (typically at the end). It must be legible and commensurate with the partner logo size.
- **Websites and Content:** Websites/articles created or revised using Co-op dollars must display the logo on the homepage (or prominently) for a minimum of one year, linked to www.visitutah.com. Native content must also contain the linked logo.

GROUND LEASE AGREEMENT WITH PURCHASE OPTION

This Ground Lease Agreement ("Lease") is entered into by THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("Landlord"), and MORGAN COUNTY, a political subdivision of the State of Utah ("County"). The Effective Date is the date of the last authorized signature below, following approval by the Morgan County Commission.

RECITALS

A. Landlord represents that it owns the approximately 3.10-acre parcel identified in the Morgan County property records as Parcel L, Tax Parcel 00-0074-8701, in Morgan County, Utah. Those records identify the owner as Corporation of the Presiding Bishop LDS Church and identify Entry No. 116144 as the most recent vesting document. Landlord represents that the entity executing this Lease is the current owner or lawful successor to that record owner and has authority to lease the property.

B. The County desires to lease the property to develop, operate, and maintain a public park and related public recreation facilities. Landlord desires to make the property available for that public purpose on the terms stated below.

C. The parties intend to define the leased property and approved improvements, protect the County's investment in public facilities, allocate operating responsibilities, and preserve the County's governmental authority and applicable protections under the Governmental Immunity Act of Utah. Some or all improvement costs are anticipated to be funded by a private donor whose identity and commitment have not yet been established. The County will control construction and own improvements acquired for the park as provided in Section 7. Landlord grants the County a binding purchase option under Section 14, and Exhibit C governs improvement retention, removal, and compensation if the County does not acquire the Premises.

D. The Morgan County Commission has authorized execution of this Lease by action taken on _____.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. Premises and Associated Rights

1.1. Premises. Landlord leases to the County the entire approximately 3.10-acre Parcel L, Morgan County Tax Parcel No. 00-0074-8701, as more particularly described in Exhibit A, together with existing improvements and appurtenant access and utility rights necessary for the permitted use (collectively, the "Premises").

1.2. Access and reserved rights. Landlord shall provide lawful pedestrian, vehicle, maintenance, and emergency access throughout the term. Any access crossing other Landlord property shall be shown in Exhibit A and included in the grant. No separately owned water, mineral, oil, gas, or geothermal rights are conveyed. Landlord shall not exercise or authorize reserved rights in a manner that

materially interferes with the park, access, utilities, or improvements. Necessary water service and any permission to use Landlord facilities must be separately identified in Exhibit B; the County has no obligation to acquire undisclosed water rights.

2. Delivery, Inspection, and Existing Conditions

2.1. Delivery. Landlord shall deliver possession on the Effective Date, free of occupants and personal property not accepted by the County, with access as provided in Section 1. Rent begins when possession and the required access are delivered. The ten-year term begins upon delivery as provided in Section 3.1. The County may elect to terminate after a delivery delay exceeding 30 days.

2.2. Inspection. Before execution, the County may inspect the Premises, review title and utilities, and conduct reasonable engineering and environmental investigations. Intrusive testing requires Landlord's prior approval, which shall not be unreasonably withheld, conditioned, or delayed. The parties shall document existing improvements and material conditions by an agreed condition record with photographs attached to Exhibit B.

2.3. Condition allocation. Except for Landlord's express obligations and representations, the County accepts the physical condition documented at delivery, and Landlord is not required to construct park improvements. Acceptance does not release Landlord for its negligence, wrongful acts, breach, misrepresentation, undisclosed known hazards, or preexisting contamination. Landlord shall disclose known material hazards and violations affecting the permitted use. The County does not assume responsibility to correct preexisting title defects, contamination, or legal violations unless a specific obligation and its funding are expressly agreed in Exhibit B.

3. Term and Funding

3.1. Term and Automatic Renewal. The initial term is ten years beginning on delivery of possession under Section 2 (the "Lease Commencement Date") and ending on the day immediately preceding the tenth anniversary of that date, unless earlier terminated under this Lease or upon completion of the County's purchase under Section 14. The parties shall confirm the commencement and expiration dates in writing after delivery if delivery occurs after the Effective Date. After the initial term, this Lease automatically renews for successive one-year terms unless either party provides written notice of nonrenewal under Section 17 at least 180 days before expiration of the then-current term. Each renewal shall be on the same terms, including the annual rent and the County's purchase option, subject to Section 3.2. "Lease Term" includes the initial term and all renewal terms.

3.2. Appropriation. County obligations payable in a future fiscal year are subject to lawful appropriation of sufficient funds by the County Commission. This Lease does not create an obligation to levy taxes or incur debt contrary to Utah law. If sufficient funds are not appropriated, the County may terminate at the end of the funded period by written notice at least 60 days beforehand when reasonably practicable, and otherwise promptly after the funding decision. The County shall pay obligations accrued through termination and perform the surrender provisions to the extent lawfully funded. No future rent, termination penalty, or accelerated payment is due because of nonappropriation. The County shall not invoke this provision merely to substitute another lease for substantially the same park purpose.

4. Rent and Defined Expenses

4.1. Annual rent. Annual rent is \$ _____. The first annual payment is due within 30 days after delivery of possession and receipt of Landlord's invoice. Subsequent annual payments are due on each anniversary of the commencement date. There is no automatic escalation. Rent shall be paid at Landlord's notice address or another address designated in writing.

4.2. Proration and disputes. Rent shall be prorated by actual days for any partial lease year and refunded to the County for prepaid periods following authorized termination. An annual payment covers the following twelve-month period. The County shall pay undisputed amounts when due and promptly state any good-faith invoice dispute. A disputed amount is not a payment default while the parties diligently resolve the dispute.

4.3. Delinquency. An undisputed payment is delinquent only if it remains unpaid 30 days after the County receives written notice identifying the amount and basis. Thereafter, simple interest may accrue at the lesser of 6% per year or the maximum lawful rate until payment. No percentage late fee, compounded interest, or administrative surcharge applies.

4.4. Expenses. The County shall pay rent and the other costs expressly assigned to it under this Lease. Except for those specified obligations, the County does not assume responsibility for Landlord's expenses. Landlord may not incur expenses chargeable to the County unless expressly authorized by this Lease or a separate written agreement approved by the County.

5. Public Park Use and Governmental Authority

5.1. Permitted use. The County may develop, construct, operate, maintain, repair, replace, and use the Premises as a public park, including recreation facilities, landscaping, pathways, parking, lighting, signage, restrooms, irrigation, utilities, community programs, and temporary events consistent with the approved plans and applicable law. The County controls reasonable park hours, reservations, fees, rules, closures, and programming. This Lease does not require continuous operation during unsafe conditions, maintenance, emergencies, or funding interruptions.

5.2. Public access. The park shall be available to the public on the County's generally applicable terms without religious participation or affiliation requirements. Ordinary public use, reservations, community programs, contractors, and temporary permits consistent with the park use do not require separate Landlord consent or constitute assignments or subleases.

5.3. Compliance and retained authority. Each party shall comply with laws applicable to its obligations. This Lease does not approve a land use, waive a permit, guarantee regulatory approval, bind the County's legislative discretion, or require the County to exercise police, taxing, regulatory, or enforcement authority for Landlord's benefit. Landlord's consent as owner is separate from governmental review.

6. Utilities and Taxes

6.1. Utilities. The County shall pay charges for utilities it uses and connections it expressly approves for the park. Shared service charges must be separately metered or allocated by an agreed written method in Exhibit B. Landlord shall cooperate with reasonable utility applications and execute owner

consents and necessary easements consistent with the approved plans. The County is not responsible for other property's service charges or existing utility debt.

6.2. Property Taxes. Landlord shall be responsible for all real property taxes attributable to periods before the Lease Commencement Date, including any omitted or escaped assessments and related penalties or interest, regardless of when assessed or billed. During the Lease Term, the County shall be responsible, separately from rent, for real property taxes lawfully assessed against the Premises, insurance as provided in Section 8, and maintenance as provided in Section 7. These obligations are intended to constitute a triple-net lease for purposes of any available exemption under Utah Code §59-2-1101. The parties shall cooperate in obtaining and maintaining that exemption. Taxes for any year in which this Lease begins or ends shall be prorated between the parties according to their respective periods of responsibility. Landlord shall promptly provide the County with assessment notices and required owner information and remains responsible for penalties or interest resulting from its failure to do so.

6.3. Contests. Each party may contest taxes it is responsible to pay, at its own expense and in accordance with lawful procedures, without jeopardizing the other party's interest. Refunds belong to the party that paid the refunded amount. Neither party may prosecute a claim in the other's name without written authorization.

7. Improvements, Maintenance, and Ownership

7.1. Approved work. Initial improvements and responsibilities shall be described in Exhibit B and constructed through the procedures in that exhibit. No general list of potential improvements requires the County to construct every listed item. Construction commitments, deadlines, and expenditures require approved plans, lawful procurement, and appropriated funds.

7.2. Maintenance. The County shall maintain its park improvements and the leased grounds in a reasonably safe, clean, and serviceable condition, allowing ordinary wear and tear, seasonal conditions, and reasonable maintenance closures. The County is not required to replace every improvement regardless of condition or restore an improvement no longer reasonably needed for the permitted use. Landlord remains responsible for conditions and facilities specifically assigned to it in Exhibit B and damage caused by Landlord or persons acting under its direction.

7.3. Changes. Routine maintenance, repairs, replacement in kind, temporary event facilities, and ordinary County park signs do not require Landlord approval. New permanent structures and material changes to approved grading, drainage, access, or exterior layout require approval under Exhibit B. Landlord may not unreasonably withhold, condition, or delay that approval.

7.4. Ownership. Improvements constructed, purchased, or accepted by the County for the park, including improvements paid for wholly or partly through private donations or grants, are County property to the fullest extent permitted by law, regardless of their funding source or attachment to the land. Donated improvements become County property upon the County's authorized written acceptance and transfer of title. Existing Landlord-owned improvements remain Landlord property unless expressly transferred. Attachment alone does not convey County improvements to Landlord. The parties shall identify ownership and disposition in Exhibit C. Neither Landlord nor its lender

acquires a lien or security interest in County property by this Lease. Rights at purchase, expiration, or termination are governed by Sections 14 and 16 and Exhibit C.

7.5. Liens. The County shall address valid liens resulting from its contracted work and require legally applicable payment and performance protections. The County may contest a disputed lien and use bonding or other lawful security without paying the disputed claim. Landlord shall promptly notify the County of any lien. Neither party is responsible for liens caused by the other.

7.6. Anticipated Private Funding. The parties anticipate that some or all costs of park improvements may be funded by private donations. This Lease does not establish a donor commitment or require the County to replace anticipated donations or complete unfunded improvements.

7.7. County Construction Control and Ownership. Regardless of funding source, the County shall control planning, design, procurement, construction, and acceptance of park improvements, subject to Landlord's owner review under Exhibit B and applicable law. Improvements constructed or accepted by the County shall be County-owned as provided in Section 7.4, with removal, retention, and compensation governed by Section 16 and Exhibit C.

8. Insurance and Risk Coverage

8.1. County Coverage. The County shall maintain coverage for its operations on the Premises through its governmental insurance, risk-management, or self-insurance program, consistent with applicable Utah law. The County shall be responsible for property coverage for its improvements through that program and shall maintain workers' compensation coverage as required by law. Upon reasonable request, the County shall provide evidence of its coverage. No separate commercial policy, additional-insured endorsement, or waiver of subrogation is required by this Lease.

8.2. Landlord Coverage. Landlord shall be responsible for coverage for its own activities, property, and interests. The County's coverage does not relieve Landlord of responsibility for its acts or omissions or those of persons for whom Landlord is legally responsible.

9. Liability, Governmental Immunity, and Mutual Indemnification

9.1. Responsibility for Conduct. Each party shall be responsible for its own negligent or wrongful acts or omissions and those of persons for whom it is legally responsible, to the extent provided by applicable Utah law. Responsibility shall be allocated according to each party's fault. The County does not assume liability for Landlord's conduct, preexisting conditions, or the independent acts of park visitors merely because it leases or operates the Premises.

9.2. Governmental Immunity. The County retains all immunities, defenses, limitations of liability, notice requirements, and other protections available under the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, and other applicable law. Nothing in this Lease independently waives governmental immunity, expands a statutory waiver, or increases an applicable statutory liability limit. These protections apply to the extent provided by law. Except for the express limitations on indemnification in Section 9.3, this provision does not eliminate the County's contractual obligations.

9.3. Mutual Indemnification. To the extent permitted by applicable Utah law, each party shall indemnify and hold harmless the other party and its officers and employees from third-party claims, damages, and reasonable defense costs to the extent caused by the indemnifying party's negligent or wrongful acts or omissions or those of persons for whom it is legally responsible. Neither party shall indemnify the other for the portion attributable to the other party's negligence or wrongful conduct. The County's indemnification obligation is expressly limited to claims for which governmental immunity is waived under the Governmental Immunity Act of Utah and to the applicable statutory limits of liability. This obligation does not create an independent duty to defend.

The party seeking indemnification shall promptly notify the other party of the claim and provide a reasonable opportunity to participate in its defense. Delayed notice relieves the indemnifying party of its obligation only to the extent materially prejudiced. Each party retains control of its own defense, and neither party may settle a claim in a manner that binds the other without that party's written approval.

9.4. Preservation of Claims. Neither party releases the other from responsibility for negligence, wrongful conduct, or breach of this Lease. Claims remain subject to applicable statutory requirements and limitations periods. Neither party shall be liable to the other for indirect, special, or consequential damages arising from breach of this Lease; this limitation does not restrict either party's indemnification obligations under Section 9.3.

10. Environmental Matters

10.1. Permitted materials. Ordinary fuel, cleaning products, fertilizers, pesticides, and maintenance materials may be used in reasonable quantities for park operations in compliance with applicable environmental law. Neither party shall unlawfully release or dispose of hazardous substances on the Premises.

10.2. Allocation. As between the parties, Landlord is responsible for preexisting contamination and contamination caused by Landlord or persons for whom it is legally responsible. The County is responsible for investigation and remediation legally required because of contamination it or persons for whom it is legally responsible cause, to the extent of that responsibility. The County does not assume responsibility for contamination migrating from other property or caused by unrelated third parties. This contractual allocation does not bind regulators or alter nonwaivable statutory responsibility.

10.3. Notice and response. Each party shall promptly notify the other of a known material release, environmental enforcement notice, or condition affecting safe park use, subject to emergency reporting obligations. The responsible party shall perform legally required remedial work in accordance with applicable standards. If a condition not caused by the County materially impairs safe park use, rent shall fairly abate while that impairment continues, and the County may terminate if the condition cannot reasonably be corrected within 90 days or poses an unacceptable continuing public risk. No exit assessment or cleanup to Landlord's subjective satisfaction is required absent reasonable evidence of County-caused contamination.

11. Quiet Enjoyment and Park Use. The County shall have possession and control of the Premises throughout the Lease Term, including authority over park operations, scheduling, reservations, events, and closures. Landlord shall not interfere with the County's use or scheduled activities. Landlord and its members, employees, and invitees may use the park on the same terms as other members of the public, subject to County rules, fees, and reservation procedures. Landlord's ownership confers no priority use, reserved dates, preferential access, or authority to exclude park users.

12. Casualty

The County shall promptly notify Landlord of material casualty damage and secure unsafe areas. The County may restore its improvements using available proceeds and appropriated funds but is not obligated to rebuild to a specified value or expend funds beyond lawful funding. If the casualty materially impairs park use, rent shall fairly abate to reflect the impairment. Within 90 days after reasonably assessing the damage, the County may elect to terminate if restoration is not reasonably feasible, adequately funded, or justified by the remaining term. Upon termination, Section 16 governs surrender, and each party retains insurance proceeds for its own property, subject to any agreed restoration commitment and actual coverage terms.

13. Condemnation

If a taking or purchase in lieu of condemnation makes the Premises unsuitable for the permitted use, the County may terminate effective when possession or title is taken. Rent shall be prorated and prepaid unearned rent refunded. For a partial or temporary taking that does not require termination, rent shall fairly abate for the lost use. Each party may pursue compensation for its own legally compensable interest, including the County's leasehold, improvements, personal property, and relocation rights. Neither party may settle or waive the other's claim without written consent. The parties shall promptly exchange taking notices and cooperate in fairly allocating any combined award without double recovery.

14. Transfers and Protection of the Lease

14.1. County Transfers. The County shall not assign this Lease or sublease the Premises without Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Park management contracts, public reservations, temporary events, and other activities consistent with the permitted use do not constitute assignments or subleases. The County shall retain revenues from park operations.

14.2. Binding County Purchase Option. In consideration of the County's lease covenants and the mutual consideration stated in this Lease, Landlord irrevocably grants the County an exclusive option to purchase the entire Premises during the Lease Term. The County may exercise by written notice under Section 17 following County Commission approval and identification of lawful purchase funding. The County is not obligated to exercise the option or to match a third-party offer. Timely exercise creates a binding purchase and sale obligation on the terms of this Section; no later purchase agreement or further Landlord approval is required. Escrow instructions or a supplemental agreement

may implement, but may not condition or diminish, those terms. An option timely exercised survives scheduled lease expiration through closing or lawful termination of the resulting purchase obligation. It does not survive an earlier authorized termination unless exercised before that termination becomes effective.

14.3. Purchase Price and Closing.

(a) Price; Discount or Donation. Landlord may agree to convey the Premises to the County by donation or at a discounted purchase price. Any such agreement shall be in writing and approved by the County Commission. Unless the parties agree to a donation or a lower price, the purchase price shall be the fair market value determined under subsection (b). The valuation shall include Landlord-owned existing improvements but exclude County-owned improvements, including privately funded or donated improvements, and the enhancement attributable to them. The County shall not be required to match a third-party offer. Prepaid rent attributable to periods after closing shall be refunded or credited.

(b) Appraisal. If the parties do not agree in writing to a donation or purchase price within 60 days after the County exercises its option, the purchase price shall be determined by an independent Utah-certified general real estate appraiser jointly selected by the parties, applying the valuation exclusions in subsection (a). If the parties cannot agree on an appraiser within 30 days, either party may request appointment by a court of competent jurisdiction. The appraised value shall establish the purchase price unless the parties subsequently agree in writing to a lower price or donation. The parties shall share the appraisal cost equally.

(c) Closing period. Closing shall occur through a Utah-licensed title and escrow company selected by the County within 180 days after the purchase price is established. The County may extend closing once for up to 90 additional days by written notice when reasonably necessary to complete lawful funding, acquisition procedures, or title review. Delays caused by Landlord's breach or failure to deliver required documents extend the closing period for the duration of that delay. The parties may agree to further extensions in writing.

(d) Title and review. Within 30 days after exercise, Landlord shall cooperate in providing a current title commitment and documents reasonably required for conveyance. The County may obtain a survey and conduct reasonable property investigations under Section 2.2. The County shall identify title or material property objections within 60 days after receiving the title commitment and supporting documents, or within 30 days after discovery of a later-disclosed matter. Landlord shall discharge its monetary liens and any unapproved interest created in violation of this Lease at or before closing. For other objections, Landlord shall notify the County within 30 days whether it will cure. If an objection is not cured before closing, the County may waive it or terminate the purchase obligation by written notice; termination of the purchase obligation alone does not terminate the Lease or release accrued breach claims. The County does not accept a later title impairment merely by exercising the option.

(e) Conveyance and Costs. At closing, the County shall pay any agreed or determined purchase price due, and Landlord shall convey fee title by special warranty deed, free of its monetary liens and subject only to exceptions the County accepts in writing. Landlord shall provide an owner's title

insurance policy in an amount reasonably acceptable to the County, customary owner affidavits, and other documents reasonably necessary for closing. Landlord pays lien discharge expenses, its deed preparation costs, and the owner's title policy premium. The County pays any survey and its investigation expenses. Escrow charges are shared equally; each party pays its own legal expenses. Taxes and other allocated charges shall be prorated through closing without changing Section 6's allocation before closing. Landlord shall transfer possession and its interest in included improvements. County-owned improvements, including privately funded or donated improvements, remain County property, and neither their value nor the enhancement attributable to them shall be included in the purchase price.

(f) Lease Pending Closing. The Lease remains effective pending closing, including automatic renewals under Section 3.1. If the Lease would otherwise expire following notice of nonrenewal while a timely exercised option remains pending, the term continues through closing or lawful termination of the purchase obligation, at the same prorated rent and otherwise on the same terms, subject to Section 3.2. Upon closing, future rent and surrender duties cease. Accrued obligations survive as provided in Section 18.7. No improvement compensation is payable under Exhibit C for improvements the County retains through its purchase; no duplicate recovery is permitted.

14.4. Protection Upon Transfer or Encumbrance. Any sale or transfer shall remain subject to this Lease, the County's purchase option, any purchase obligation arising from timely exercise, and the improvement ownership and compensation obligations in Exhibit C. Landlord shall not sell or transfer the Premises to another purchaser after the County timely exercises the option while the resulting purchase obligation remains effective. Landlord shall require the successor to assume Landlord's obligations in writing and shall transfer any prepaid rent. Landlord remains responsible for obligations accrued before the transfer. Landlord shall not grant a mortgage or other interest that could impair or extinguish the County's leasehold without the County's written consent and an agreement protecting the County's continued possession and rights under this Lease. The County is not required to subordinate its leasehold.

14.5. Memorandum of Lease. The parties shall execute a recordable memorandum identifying the Premises, Lease Term, County's binding purchase option, and County improvement ownership and disposition rights. The memorandum shall identify the option price mechanism and incorporate this Lease by reference. The County may record the memorandum in the Morgan County Recorder's Office.

15. Defaults and Remedies

15.1. Notice and cure. A payment default occurs only under Section 4.3. A material nonmonetary default occurs when a party fails to cure within 30 days after written notice reasonably describing the breach. If cure cannot reasonably be completed in 30 days, no default occurs while the party begins within that period and diligently completes cure within a reasonable time. A present safety hazard requires prompt reasonable protective action. Default cannot be declared merely because a party predicts cure will fail. These notice protections apply to alleged unauthorized use, transfer, and coverage deficiencies.

15.2. Remedies. After an uncured material default, the nondefaulting party may terminate by written notice or pursue lawful damages, specific performance, or injunctive relief. The County may terminate for Landlord's uncured material breach. Repossession shall occur only by voluntary surrender or lawful process; no lockout, seizure, or disposal of County property is authorized. Neither party may accelerate all future rent, impose an administrative penalty, or obtain duplicate recovery. Each shall reasonably mitigate damages.

15.3. Necessary protective work. After notice and an expired cure period, a party may perform work reasonably necessary to cure the other's breach and recover documented, reasonable direct costs, subject to applicable law and the express obligations in this Lease. Emergency protective action may precede notice when reasonably necessary to prevent imminent injury or material damage, followed by prompt notice. No markup applies. The County may credit against rent reasonable documented amounts Landlord agrees are due or that are finally adjudicated; the County shall pay undisputed rent while other amounts are resolved.

16. Surrender and Improvements at Termination

16.1. Condition. At expiration or authorized termination, the County shall surrender possession in a reasonably clean and safe condition, ordinary wear, approved improvements, and conditions allocated to Landlord excepted. The parties shall meet at least 180 days before scheduled expiration following notice of nonrenewal under Section 3.1, or promptly upon earlier termination, to coordinate surrender.

16.2. Permanent improvements. Exhibit C governs which improvements remain, which the County may or must remove, and compensation for County-owned improvements retained by Landlord or a successor. No County improvement automatically transfers to Landlord without the compensation and lawful disposition required by Exhibit C. Approved permanent improvements may remain without restoring the land to its original undeveloped condition, subject to that exhibit. An obligation to remove a particular permanent improvement exists only if expressly identified and accepted in Exhibit C when approved. Landlord may not later impose wholesale demolition. Any transfer or disposition shall comply with applicable law governing public property. Exercise and completion of the purchase option are governed by Section 14.

16.3. Removable property. The County may remove its equipment, signs, furnishings, and other removable property as provided in Exhibit C and shall repair material removal damage. The County shall have up to 90 days after early termination for orderly removal and any specifically agreed restoration, coordinated to protect safety, without a holdover premium when it is undertaking only that work. Ordinary rent is prorated for any continued exclusive possession during that period. Environmental obligations remain limited by Section 10.

16.4. Holdover. Automatic renewal under Section 3.1 and continued possession pending closing under Section 14.3(f) do not constitute holdover. After expiration following timely notice of nonrenewal or earlier termination, continued park possession requires a written agreement, except for continued possession expressly authorized elsewhere in this Lease. If Landlord consents in writing to a month-to-month tenancy, the same annual rent applies on a monthly prorated basis, and either party may terminate on 30 days' written notice. Holdover does not create a further renewal, a 150% premium, or deemed forfeiture of County property. Unauthorized occupancy is subject to lawful possession remedies and proven direct damages.

17. Notices

Notices shall be written and delivered by receipted personal delivery, tracked overnight courier, certified mail with return receipt requested, or email affirmatively acknowledged by the recipient. Notice is effective upon actual receipt or documented refusal of delivery; an automated email reply alone is not acknowledgment. A party may update its contacts by written notice. Routine coordination does not substitute for formal default or termination notice.

Landlord: The Church of Jesus Christ of Latter-day Saints; Attn _____; Email: _____. The property records list LDS Church Tax Division, 50 E. North Temple, 22nd Floor, Salt Lake City, UT 84150-0000; Landlord shall confirm the appropriate contractual notice recipient and address before execution.

County: Morgan County; Attn: County Commission Chair; _____; Email: _____. Copy to Morgan County Clerk at _____. Formal County notices shall be delivered to both designated County recipients.

18. General Provisions

18.1. Utah law and venue. Utah law governs. Litigation shall be brought in the Utah state court having jurisdiction in Morgan County, or, if exclusive federal jurisdiction applies, in the United States District Court for the District of Utah. No jury-trial waiver is imposed.

18.2. Fees. Each party shall bear its own attorney fees and litigation costs except to the extent a court awards them under applicable statute or rule. The County is not obligated to reimburse Landlord merely because Landlord is named in litigation associated with the park.

18.3. Public records and meetings. The County's records and actions are subject to Utah's Government Records Access and Management Act, Utah Code Title 63G, Chapter 2, the Open and Public Meetings Act, Utah Code Title 52, Chapter 4, and other applicable disclosure requirements. This Lease is not a perpetual confidentiality agreement. The County may disclose records and terms as required or permitted by law without Landlord's consent or contractual liability. A lawful protected-record designation shall be handled under applicable law rather than a blanket contractual promise.

18.4. Force majeure. Performance other than an accrued payment obligation is excused during a delay caused by events beyond the affected party's reasonable control, provided the party promptly gives notice and reasonably mitigates the delay. This provision does not expand construction duties or displace express rent-abatement, termination, and nonappropriation rights.

18.5. Entire agreement and amendments. This Lease and its completed exhibits contain the entire agreement. Amendments require a writing signed by authorized representatives after any required County approval. If an exhibit conflicts with the body, the body controls. No work letter or later form expands County liability without an express approved amendment.

18.6. Authority, relationship, and brokers. Each signatory represents authority to bind the represented party. The parties are independent; no agency, partnership, joint venture, or third-party beneficiary relationship is created. Each represents that it has engaged no broker entitled to a

commission payable by the other. Neither party owes a broker fee under an agreement it did not authorize.

18.7. Severability, waiver, and survival. An unenforceable provision shall be severed to the extent possible without defeating the essential bargain. Failure to enforce a provision is not a continuing waiver. Only accrued obligations and provisions that by their nature require performance after termination survive, subject to applicable limitations periods and Sections 3 and 9. Survival does not create future rent or new indemnity obligations.

18.8. Counterparts. Authorized electronic signatures and counterparts are effective as originals. Each party shall receive a fully executed copy with completed Exhibits A, B, and C.

SIGNATURES

IN WITNESS WHEREOF, the parties execute this Lease through their authorized representatives.

LANDLORD

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

By: _____

Name: _____

Title: _____

Date: _____

COUNTY

MORGAN COUNTY, a political subdivision of the State of Utah

By: _____

Chair, Morgan County Commission

Date: _____

ATTEST:

Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Morgan County Attorney's Office

EXHIBIT A

Legal Description and Boundary Exhibit

1. Property identification. Entire Parcel L; Morgan County Tax Parcel 00-0074-8701; approximately 3.10 acres. The parcel identifier and acreage do not substitute for the complete recorded legal description.
2. Recorded legal description:
3. Boundary and access exhibit:
4. Accepted encumbrances:
5. Owner authority:

EXHIBIT B

Park Improvements and Work Letter

1. Approved Scope and Existing Condition

The initial approved park scope is:

Approved plan title/date:

Any agreed construction schedule:

No construction completion deadline applies unless specifically stated here.

Existing improvements and delivery condition:

Landlord work or corrective obligations:

County-accepted existing corrective work and approved funding:

2. Plans and Owner Review

The County shall submit plans reasonably sufficient to describe proposed permanent improvements, access, grading, drainage, utilities, landscaping, lighting, and exterior appearance. Landlord shall approve or provide specific written objections within 20 business days after receipt. Approval shall not be unreasonably withheld, conditioned, or delayed. If no response is received, the County may send a second notice expressly stating that approval will be deemed given after ten additional business days; failure to respond within that additional period constitutes approval for purposes of this Lease only.

Landlord shall bear its own review costs. Its review addresses property-owner interests and does not replace engineering, safety, accessibility, or governmental review. The County may pursue governmental review concurrently. Landlord shall not require changes to matters already approved unless a material revision affects its property interests. Final plans substantially conforming to approved preliminary plans require a response within ten business days, with the same second-notice procedure. Minor field changes and changes required solely to comply with law may proceed on notice if they do not materially alter the approved scope; other material changes follow this review procedure.

3. Utilities and Construction

Water source, irrigation rights or service, connections, capacity, and fees:

Other utilities and any shared-charge method:

Access and off-site easements required before construction:

No off-site work or costs are assumed unless specifically approved here.

The County shall obtain required permits and procure construction in accordance with applicable law and County procedures. Construction shall be performed in a good and workmanlike manner

substantially consistent with approved plans. Contractors shall maintain legally required emergency access, reasonable site security, and orderly waste removal. Landlord shall cooperate with applications, owner signatures, and agreed easements; its cooperation does not obligate it to pay County construction costs.

Landlord may submit specific written concerns about material deviations from approved plans to the County's project representative. This paragraph grants no separate entry or inspection right. Landlord shall coordinate through that representative rather than direct contractors or authorize County change orders. Correction is subject to reasonable notice and cure.

Parking Arrangements. Parking for the park may consist of parking constructed on the Premises, shared use of Landlord's existing parking lot, or a combination, as expressly agreed by the parties and identified in the approved site plan. The County is not required to construct parking unless included in the approved scope. If shared Church parking is included in the lease terms, Exhibit A shall identify the parking area and access rights, and this Exhibit shall specify availability, coordination with Church services and activities, maintenance, snow removal, and any allocated costs. Shared parking shall be coordinated to avoid interference with Church activities without granting Landlord priority use of the park or control over County scheduling. No right to use parking outside the Premises or responsibility for its costs is implied. County-owned parking improvements are governed by Section 7.4 and Exhibit C.

4. Coverage, Contractor Obligations, and Funding

Sections 8 and 9 govern all work. Section 9.3 supplies the parties' mutual indemnification for construction as well as operations; no additional County construction indemnity, blanket release, or promise to insure Landlord's independent conduct is created. Contractor insurance, bonds, warranties, and indemnity shall be included in actual procurement documents as appropriate and permitted by law; terms are not deemed inserted into a contract the contractor has not executed. Contractor indemnity shall be limited to legally enforceable responsibility attributable to the contractor and persons for whom it is responsible.

The County may enforce available contractor warranties and shall correct material deficiencies for which it is contractually responsible within a reasonable time, subject to the Lease's funding provisions. The County does not provide an unlimited independent warranty to Landlord.

Construction and operating obligations are subject to Section 3. Anticipated donations and County construction control are governed by Sections 7.6 and 7.7. Before construction of each improvement, its ownership and disposition category shall be recorded in Exhibit C; the County is not required to proceed while funding or lawful acceptance remains unresolved.

5. Maintenance and End-of-Term Disposition

Landlord maintenance obligations:

Any special County maintenance obligations beyond Section 7:

Improvement ownership, required or optional removal, restoration standards, and compensation shall be identified in Exhibit C and governed by Section 16. No demolition, exit environmental assessment, or additional restoration requirement may be imposed solely by a later Landlord demand.

6. Project Representatives

County project representative:

Landlord project representative:

Project representatives may coordinate approved work but may not amend the Lease, commit unappropriated funds, expand liability, or change ownership and surrender terms without authorized written approval.

EXHIBIT C

Improvement Ownership, Removal, and Compensation

1. Inventory and Approval

Before construction or acceptance of each improvement, the parties shall identify in an approved written inventory the improvement, owner, funding source, documented acquisition or construction cost, installation and acceptance dates, anticipated useful life, disposition category, any removal and restoration requirements, and any agreed compensation method or exception. The inventory may be updated as improvements are approved or completed. Updates may not amend the body of the Lease or waive County property rights without required County approval. Omission of an improvement from the inventory does not forfeit County ownership, removal rights, or compensation otherwise provided by this Lease.

Improvement description and location:

Owner:

Funding source:

Acquisition or construction cost and supporting record:

Installation and acceptance dates:

Anticipated useful life:

Disposition category under paragraph 2:

Removal and restoration requirements, including any cost limitation:

Agreed compensation method or exception:

Repeat this inventory for each improvement or attach a schedule containing these fields.

2. Disposition Categories

(a) Existing Landlord Property. Preexisting Landlord-owned improvements remain Landlord property. No compensation is due to the County for their preexisting value. County-owned additions shall be separately identified.

(b) County Removable Property. County equipment, signs, furnishings, and other removable property remain County property and may be removed under Section 16.3, whether or not individually listed in the inventory. Landlord may retain them only through an authorized written transfer and payment of agreed compensation. The County shall repair material damage caused by removal, excluding ordinary wear and the absence of the removed property.

(c) Permanent Improvements to Remain with Compensation. Approved County-owned permanent improvements not expressly assigned another category shall remain at surrender, and

Landlord shall compensate the County under paragraph 3. This includes County-owned improvements funded wholly or partly by private donations. Title passes only upon payment and completion of any legally required disposition process. Surrender, expiration, or termination alone does not constitute transfer or abandonment.

(d) Required Removal or Other Agreed Treatment. Required removal, an alternative compensation formula, or retention without compensation must be specifically identified for the affected improvement and approved in writing by both parties, with required County authorization and compliance with applicable public-property disposition law. No uncompensated transfer is inferred from silence. Required restoration is limited to the objective standard and any cost limitation expressly stated in the inventory.

3. Compensation for Retained Improvements

Unless the inventory contains an expressly approved alternative, compensation shall equal the remaining fair market value of the County-owned improvement in place at surrender, considering its condition, remaining useful life, lawful uses, and contribution to the value of the Premises. The valuation excludes the underlying land and preexisting Landlord property. Private funding or donation does not reduce the County's entitlement to compensation. Prior use and depreciation may be considered in determining remaining value. Original cost and accounting records are evidence but do not automatically establish or limit compensation. An improvement with no remaining value generates no payment under this formula.

The parties shall begin determining compensation at least 180 days before scheduled expiration following notice of nonrenewal under Section 3.1, or promptly after notice of early termination. If they cannot agree on compensation, they shall jointly select an independent appraiser or valuation professional qualified to value the improvements. If they cannot agree on that professional within 30 days, either party may seek appointment through a court of competent jurisdiction. The independent valuation shall establish compensation, subject to correction of manifest error. The parties shall share the valuation cost equally.

Landlord shall pay compensation at surrender or, if valuation is not then complete, within 30 days after the amount is established. The obligation survives surrender. Pending payment, the County need not continue park operations or remain in possession. Landlord shall protect the retained improvements and shall not sell, remove, or materially alter them except for necessary emergency protection or an authorized transfer preserving the County's rights.

Any sale while compensation remains unpaid shall provide for payment of the outstanding compensation at closing. A successor assuming the Lease is bound by this exhibit. Landlord's payment obligation is not contingent on a sale or receipt of sale proceeds.

4. Casualty, Condemnation, and Lawful Disposition

Compensation shall reflect the improvement's actual remaining condition. Neither party shall receive duplicate recovery for the same interest through insurance, condemnation, sale, or this exhibit. Proceeds retained by the County shall reduce compensation only to the extent necessary to prevent recovery twice for the same value. Sections 12 and 13 otherwise govern.

Any transfer shall comply with applicable public-property disposition requirements. If a contemplated transfer cannot lawfully occur, the parties shall cooperate on lawful removal, transfer to an eligible recipient, or another authorized disposition. No automatic uncompensated transfer to Landlord results.

5. County Acquisition of the Premises

If the County acquires the Premises under Section 14, whether by purchase or donation, County-owned improvements remain County property. No surrender transfer or compensation is required for those improvements, and their value and attributable enhancement are excluded from any land purchase price.

If the County does not acquire the Premises, this exhibit applies upon expiration of the Lease Term following nonrenewal or upon authorized early termination, including nonappropriation. A sale to a third party does not itself terminate the Lease or transfer County-owned improvements. A third-party purchaser's retention of improvements at surrender does not eliminate compensation otherwise due to the County.

FIRST AMENDMENT TO FIRE STATION FACILITIES AND SERVICES AGREEMENT

This First Amendment to Fire Station Facilities and Services Agreement (“**Amendment**”) is entered into as of September __, 2026 (“**Amendment Effective Date**”), by and between Morgan County, a political subdivision of the State of Utah (“**County**”) and the WPR Road and Fire District, a Utah special district (“**WPR RFD**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into the Fire Station Facilities and Services Agreement in June 2025 (“**Agreement**”);

WHEREAS, the Parties desire to amend the Agreement pursuant to Section 14 of the Agreement to, among other things, provide for the phased expansion of the Interim Fire Station, revise certain subsidy and budget administration provisions, and make such other modifications as set forth herein.

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

AGREEMENT

1. **AMENDMENT TO SECTION 2 (FACILITIES).** Section 2 of the Agreement is hereby amended by adding the following provisions at the end thereof:

To support the expansion of the Services under this Agreement, WPR RFD shall, at its sole cost and expense, construct the following improvements at the Interim Fire Station (collectively, the “**Improvements**”):

1. Administrative office space;
2. Restroom and shower facilities; and
3. Firefighter living quarters, including bunk rooms, kitchen facilities, laundry facilities, and a living room.

The Improvements shall not constitute “Alterations” under the Sublease. Notwithstanding any provision of the Sublease to the contrary, WPR RFD shall be solely responsible for all costs and expenses associated with the design and construction of the Improvements. The Parties shall mutually determine the schedule for design and construction of the Improvements and may modify such schedule by mutual written agreement, including correspondence between their authorized representatives, without a formal amendment to this Agreement. The County shall use commercially reasonable efforts to commence continuous staffing of the Interim Fire Station no later than April 1, 2027, with at least two (2) firefighters, twenty-four (24) hours per day, seven (7) days per week.

2. **AMENDMENT TO SECTION 4 (STAFFING).** Paragraph 1 of Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

The County shall be solely responsible for recruiting, hiring, training, and managing all Fire and EMT personnel (collectively, "**Personnel**") required to operate the Interim Fire Station. All Personnel shall be deemed employees or volunteers of the County, and the County shall assume full and exclusive responsibility for the payment of all salaries, benefits, pensions, and any other employment-related obligations. The County shall furnish all equipment, supplies, uniforms, and other necessary materials required for Personnel to perform their duties effectively and safely. Initial staffing levels shall consist of a minimum coverage of three firefighters for five-day-per-week, twelve-hours per day (typically from approximately 7:00 a.m. to 7:00 p.m., Wednesday through Sunday). Upon substantial completion of the Interim Fire Station Improvements, the County shall implement the corresponding staffing requirements set forth in Section 2. All operational costs associated with the Services, including but not limited to Personnel salaries, supplies, and equipment not subsidized under this Agreement by WPR RFD, shall be borne by the County. As part of the quarterly and annual meetings required under Section 5, the Parties shall review staffing levels and operational needs to ensure compliance with the staffing requirements of this Agreement and to ensure that the station's operations are in alignment with the needs of the WPR RFD area and County residents.

3. **AMENDMENT TO SECTION 5 (SUBSIDY).** Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

A. Annual Subsidy. During the Term of this Agreement, WPR RFD shall pay the County an annual subsidy ("**Subsidy**") in twelve (12) equal monthly installments, with each installment due on the first day of each calendar month. This Subsidy is intended to cover the incremental costs of operating the Interim Fire Station that cannot be funded through the County's existing budget.

B. Budget Reporting. Beginning with the County's fiscal year commencing January 1, 2027, the County shall maintain accounting records using a project-based accounting methodology that separately identifies all revenues, expenditures, budget balances, and budget variances associated with this Agreement. Beginning in Q3 of 2026 and quarterly thereafter, not less than one (1) week prior to each quarterly meeting, the County shall provide WPR RFD with quarterly reports identifying, at a minimum:

1. the approved budget by line item;
2. expenditures incurred during the reporting period;
3. year-to-date expenditures;
4. remaining budget balances;
5. any actual or anticipated budget variances;
6. a general ledger listing of all operating expenses for Station 141; and
7. payroll reports for the payroll-related expenses for Station 141.

The Parties shall meet at least quarterly to review the quarterly reports, discuss the status of the Services, and consider any proposed budget modifications.

C. Budget Modifications. The County shall promptly notify WPR RFD whenever it reasonably determines that expenditures are expected to exceed an approved budget line item by more than twenty percent (20%). Any reallocation of budgeted funds between approved line items, or any other material modification to the approved budget, shall require the prior written approval of WPR RFD, which approval shall not require a formal amendment to this Agreement. The Parties shall review the Budget annually during October or November of each year. Any adjustment to the Budget (a "Budget Adjustment") shall be mutually agreed upon in writing on or before December 31 and shall become effective on January 1 of the following calendar year, unless otherwise agreed in writing. The Parties may also modify the Budget at any other time by mutual written agreement.

D. Annual Reconciliation. The Parties shall conduct an annual reconciliation in November of each calendar year, unless otherwise mutually agreed in writing by the Parties. Following each annual reconciliation, the Parties shall determine whether the Subsidy exceeded the County's actual reimbursable costs incurred under this Agreement. Any overpayment shall, at WPR RFD's election, either:

1. be refunded to WPR RFD; or
2. be applied as a credit against future Subsidy payments.

The timing of any refund or credit shall be mutually determined by the Parties.

E. Annual Subsidy Review and Adjustment. The Parties shall review the Subsidy annually during October or November of each year. Any adjustment to the Subsidy (a "**Subsidy Adjustment**") shall be mutually agreed upon in writing on or before December 31 and shall become effective on January 1 of the following calendar year, unless otherwise agreed in writing. The Parties may adjust the Subsidy at any other time by mutual written agreement. Subsidy Adjustments shall reflect changes in the incremental costs of staffing, equipment, ambulance operations, the scope of the Services, or other mutually approved changes. Any increase in the Subsidy, other than an increase attributable to mutually approved changes in staffing, equipment, or the scope of the Services, shall be limited to annual changes in the Consumer Price Index ("**CPI**"), as published by the U.S. Bureau of Labor Statistics.

F. Payment Obligations. The County shall remain solely responsible for the payment of all third-party obligations, costs, and expenses incurred in performing the Services under this Agreement, except as expressly provided herein. WPR RFD shall not withhold, delay, or offset any Subsidy payment based upon any claim or dispute with the County, and any such dispute shall be resolved separately in accordance with the dispute resolution provisions of this Agreement. Any Subsidy payment not made when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by applicable law, whichever is higher, until paid.

G. 2025 Reconciliation And 2026 Budget. Notwithstanding the foregoing provisions applicable to the Subsidy and Budget generally, the following shall apply to calendar years 2025 and 2026:

2025 Subsidy Reconciliation. For the period from July 1 through December 31, 2025, WPR RFD paid the County Subsidy payments totaling \$203,281.00, compared to actual reimbursable costs of \$93,811.00, resulting in an overpayment of \$109,469.69. The County shall refund the \$109,469.69 overpayment to WPR RFD within 30 days of the Amendment Effective Date.

Revised 2026 Budget. The Parties shall review and mutually agree upon the operating budget for calendar year 2026 (“**2026 Interim Fire Station Budget**”) as part of the 2026 annual reconciliation process described in Section 3D of this Agreement, with such budget to be finalized no later than November 30, 2026. Until the 2026 Interim Fire Station Budget is approved, the District shall continue to administer the Services in accordance with the 2025 Interim Fire Station Budget and the annual Subsidy of \$406,000.00.

4. **EFFECT OF AMENDMENT.** Except as specifically amended by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed. All terms used in this Amendment and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. In the event of any inconsistency or conflict between the Agreement and this Amendment, the terms and conditions and provisions of this Amendment shall govern and control. This Amendment may be executed electronically and/or in counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

WPR ROAD AND FIRE DISTRICT

By: _____
Gary Derck, District Chair

MORGAN COUNTY

By: _____
Matthew Wilson, County Commission Chair

ATTEST: _____
Leslie Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

EXHIBIT B TO
FIRE STATION FACILITIES
AND SERVICES AGREEMENT

2026 Interim Fire Station Budget

RESOLUTION CR 26-04-BOE

RESOLUTION OF THE MORGAN COUNTY BOARD OF EQUALIZATION APPROVING HOMESTEADER CREDITS FOR PROPERTY TAX YEAR 2026.

WHEREAS, according to Utah Code Ann. Section 59-2-1347; AND

WHEREAS, the County Commission did, on September 15th, 2026 approve at its regular Commission meeting, certain Homesteader credits as indicated in Morgan County Resolution CR 26-42; AND

WHEREAS, it is the recommendation of the Utah State Tax Commission that the same be approved through the County's Board of Equalization (BOE).

NOW THEREFORE BE IT RESOLVED, that the Morgan County Board of Equalization hereby approves and affirms the adjustment of taxes as stated in the attached Exhibit "A".

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, Chair
Morgan County Chair BOE

Leslie A. Hyde
Morgan County Clerk/Auditor

BOE Members Voting:

Aye Nay

Matthew Wilson
Vaughn Nickerson
Michael Newton
Blaine Fackrell
Raelene Blocker

Janet Christoffersen
Morgan County Deputy Attorney

EXHIBIT A

Homesteader's Abatements
Per UT Code 59-2-1347 and Morgan County Resolution CR 24-77

Purpose: Upon Commission BOE discretion and in the best human interest of Morgan Citizens, consider tax abatement for vulnerable aging population on fixed incomes.

Commission Meeting 10/6/2026

Exhibit A
CR 26-04-BOE

Applicant	Criteria	Adjusted Amount Requested	Cost to County	If Both Approved County Cost	If Both Approved Total Amounts	Approved Amount
MT	All Criteria Met	Half Due = \$898.75 20% = \$653.63	Half Due = \$262.40 20% = \$130.73	\$337.59	Adjusted \$1,225.57 Left Owing \$571.94	
MR	All Criteria Met	Half Due = \$1,547.97 20% = \$1,125.80	Half Due = \$325.07 20% = \$236.42	\$443.28	Adjusted \$2,110.87 Left Owing \$985.07	
Total				\$780.87	\$3,336.44	\$0.00

APPROVED

NOTES

MORGAN COUNTY RESOLUTION CR 26-05-BOE

**A RESOLUTION OF THE MORGAN COUNTY BOARD OF EQUALIZATION APPROVING
ADJUSTMENTS, CORRECTIONS, AND CHANGES TO THE 2026 PROPERTY TAX
ASSESSMENT ROLL.**

WHEREAS, the Morgan County Board of Equalization (the "Board") has met in accordance with Utah Code Ann. § 59-2-1001 et seq. to hear and consider appeals regarding the valuation and assessment of real and personal property within Morgan County for the tax year 2026; and

WHEREAS, the Morgan County Auditor has presented the 2026 Property Tax Assessment Roll to the Board, along with recommended adjustments based on subsequent reviews, factual corrections, and stipulations with property owners; and

WHEREAS, the Board has reviewable evidence, conducted hearings where requested, and determined that specific adjustments, exemptions, and corrections are necessary to ensure equity, accuracy, and compliance with state law; and

WHEREAS, a detailed schedule of these approved changes, including parcel numbers, owner names, original values, and adjusted values, has been compiled and is attached hereto as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Board of Equalization as follows:

1. **Approval of Changes.** The Board hereby approves all adjustments, corrections, exemptions, and valuation changes to the 2026 Property Tax Assessment Roll as detailed in the attached Exhibit A.
2. **Direction to County Officials.** The Morgan County Assessor and the Morgan County Auditor are hereby authorized and directed to amend the official tax rolls and records to reflect the changes approved by this Resolution.
3. **Notification.** The Clerk of the Board is directed to provide notice of these final decisions to the affected property owners in accordance with statutory requirements.
4. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 6th day of October, 2026.

MORGAN COUNTY BOARD OF EQUALIZATION

ATTEST:

By: _____
Matthew Wilson Chair,
Morgan County Board of Equalization

By: _____
Leslie A. Hyde
Morgan County Clerk / Clerk of the Board

APPROVED AS TO FORM:

Janet Christoffersen, County Deputy Attorney

BOARD MEMBERS VOTING:

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

Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change
LAYTON SNELGROVE LAYTON	00-0091-9741	12-WPR2D-0022	BR01	-	-	19,009,203	19,009,203	-19,009,203.00	-19,009,203
LAYTON SNELGROVE LAYTON	00-0091-9741	12-WPR2D-0022	BS01	15,207,362	15,207,362	-	-	15,207,362.00	15,207,362
LAYTON SNELGROVE LAYTON	00-0091-9741	12-WPR2D-0022	LR01	-	-	3,800,000	3,800,000	-3,800,000.00	-3,800,000.00
LAYTON SNELGROVE LAYTON	00-0091-9741	12-WPR2D-0022	LS01	394,800	394,800	394,800	-	-	-
LAYTON SNELGROVE LAYTON	00-0091-9741	12-WPR2D-0022	LS03	3,800,000	3,800,000	-	-	3,800,000.00	3,800,000
								-3,801,841.00	-3,801,841
DIBBLE DAVID	00-0092-3306	03-HWHRID-0219	BR01	-	-	562,288	309,258	-562,288.00	-309,258
DIBBLE DAVID	00-0092-3306	03-HWHRID-0219	BS01	562,288	562,288	-	-	562,288.00	562,288
DIBBLE DAVID	00-0092-3306	03-HWHRID-0219	LR01	-	-	460,000	253,000	-460,000.00	-253,000.00
DIBBLE DAVID	00-0092-3306	03-HWHRID-0219	LS01	3,300	3,300	3,300	3,300	-	-
DIBBLE DAVID	00-0092-3306	03-HWHRID-0219	LS03	460,000	460,000	-	-	460,000.00	460,000
								-	460,030
CHAMBERLAIN ISAAC	00-0092-3366	03-PWS1-0008-A1	BR01	-	-	110,491	60,770	-110,491.00	-60,770
CHAMBERLAIN ISAAC	00-0092-3366	03-PWS1-0008-A1	BS01	110,491	110,491	-	-	110,491.00	110,491
CHAMBERLAIN ISAAC	00-0092-3366	03-PWS1-0008-A1	LS03	370,000	370,000	-	-	370,000.00	370,000
CHAMBERLAIN ISAAC	00-0092-3366	03-PWS1-0008-A1	LR01	-	-	370,000	203,500	-370,000.00	-203,500
								-	216,221
CANNON JONATHON AND CRAYLIN	00-0093-2684	01-003-032-02-1	BR01	-	-	722,245	397,235	-722,245.00	-397,235
CANNON JONATHON AND CRAYLIN	00-0093-2684	01-003-032-02-1	BS01	540,530	540,530	-	-	540,530.00	540,530
CANNON JONATHON AND CRAYLIN	00-0093-2684	01-003-032-02-1	LS01	5,810	5,810	21,580	21,580	-15,770.00	-15,770
CANNON JONATHON AND CRAYLIN	00-0093-2684	01-003-032-02-1	LS05	255,000	255,000	-	-	255,000.00	255,000
CANNON JONATHON AND CRAYLIN	00-0093-2684	01-003-032-02-1	LR01	-	-	255,000	140,250	-255,000.00	-140,250
								-197,485.00	242,275
DYER DILLON	00-0093-6580	05-MTNHZ1-0017	BR01	-	-	478,828	263,355	-478,828.00	-263,355
DYER DILLON	00-0093-6580	05-MTNHZ1-0017	BS01	478,828	478,828	-	-	478,828.00	478,828
DYER DILLON	00-0093-6580	05-MTNHZ1-0017	LS05	150,000	150,000	-	-	150,000.00	150,000
DYER DILLON	00-0093-6580	05-MTNHZ1-0017	LR01	-	-	150,000	82,500	-150,000.00	-82,500
								-	282,973
GROSVENOR ALEXANDER	00-0094-0058	09-ROAMTWN1-0184-A1	BR01	-	-	476,616	262,139	-476,616.00	-262,139
GROSVENOR ALEXANDER	00-0094-0058	09-ROAMTWN1-0184-A1	BS01	476,616	476,616	-	-	476,616.00	476,616
GROSVENOR ALEXANDER	00-0094-0058	09-ROAMTWN1-0184-A1	LS05	116,000	116,000	-	-	116,000.00	116,000
GROSVENOR ALEXANDER	00-0094-0058	09-ROAMTWN1-0184-A1	LR01	-	-	116,000	63,800	-116,000.00	-63,800
								-	266,677
BILLINGLY GEOFF	00-0094-0152	09-ROAMSFR2A-0235-A1	BR01	-	-	531,836	292,510	-531,836.00	-292,510
BILLINGLY GEOFF	00-0094-0152	09-ROAMSFR2A-0235-A1	BS01	531,836	531,836	-	-	531,836.00	531,836
BILLINGLY GEOFF	00-0094-0152	09-ROAMSFR2A-0235-A1	LS05	220,000	220,000	-	-	220,000.00	220,000
BILLINGLY GEOFF	00-0094-0152	09-ROAMSFR2A-0235-A1	LR01	-	-	220,000	121,000	-220,000.00	-121,000
								-	338,326

Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change
DICKSON GEORGE	00-0000-6211	01-003-111	BR01	-	-	1,087,421	598,082	-1,087,421.00	-598,082
DICKSON GEORGE	00-0000-6211	01-003-111	BS01	1,076,769	1,076,769	-	-	1,076,769.00	1,076,769
DICKSON GEORGE	00-0000-6211	01-003-111	BS04	13,546	13,546	-	-	13,546.00	13,546
DICKSON GEORGE	00-0000-6211	01-003-111	BS08	49,913	49,913	49,913	49,913	-	-
DICKSON GEORGE	00-0000-6211	01-003-111	LS01	34,500	34,500	34,500	34,500	-	-
DICKSON GEORGE	00-0000-6211	01-003-111	LS05	255,000	255,000	-	-	255,000.00	255,000
DICKSON GEORGE	00-0000-6211	01-003-111	LR01	-	-	255,000	140,250	-255,000.00	-140,250
								2,894.00	606,983
KING MARK	00-0090-3895	01-PINEWH-0002	BR01	268,250	147,538	-	-	268,250.00	147,538
KING MARK	00-0090-3895	01-PINEWH-0002	BS01	-	-	268,250	268,250	-268,250.00	-268,250
KING MARK	00-0090-3895	01-PINEWH-0002	LS01	1,200	1,200	-	-	1,200.00	1,200
KING MARK	00-0090-3895	01-PINEWH-0002	LS05	-	-	210,000	210,000	-210,000.00	-210,000
KING MARK	00-0090-3895	01-PINEWH-0002	LR01	210,000	115,500	-	-	210,000.00	115,500
								-250,906.00	252,721
SPENDLOVE KARMEN	00-0092-3303	03-HWHRID-0216	BR01	-	-	1,400,134	770,074	-1,400,134.00	-770,074
SPENDLOVE KARMEN	00-0092-3303	03-HWHRID-0216	BS01	1,078,103	1,078,103	-	-	1,078,103.00	1,078,103
SPENDLOVE KARMEN	00-0092-3303	03-HWHRID-0216	LS01	16,500	16,500	16,500	16,500	-	-
SPENDLOVE KARMEN	00-0092-3303	03-HWHRID-0216	LS03	460,000	460,000	-	-	460,000.00	460,000
SPENDLOVE KARMEN	00-0092-3303	03-HWHRID-0216	LR01	-	-	460,000	253,000	-460,000.00	-253,000
								-322,031.00	515,029
FLINT INVESTMENTS	00-0004-4832	05-391	BR01	-	-	237,322	130,527	-237,322.00	-130,527
FLINT INVESTMENTS	00-0004-4832	05-391	BS01	237,322	237,322	-	-	237,322.00	237,322
FLINT INVESTMENTS	00-0004-4832	05-391	LR01	-	-	112,700	61,985	-112,700.00	-61,985
FLINT INVESTMENTS	00-0004-4832	05-391	LS01	112,700	112,700	-	-	112,700.00	112,700
								-	157,510
NICHOLS	00-0062-5523	04-RC3-0018	BR01	289,832	159,408	-	-	289,832.00	159,408
NICHOLS	00-0062-5523	04-RC3-0018	BS01	-	-	289,832	289,832	-289,832.00	-289,832
NICHOLS	00-0062-5523	04-RC3-0018	LR01	90,000	49,500	-	-	90,000.00	49,500
NICHOLS	00-0062-5523	04-RC3-0018	LS05	-	-	90,000	90,000	-90,000.00	-90,000
								-	-170,924
CANNON, J SHED	00-0075-1825	01-RMTV-0005	BR01	2,188,188	1,203,503	2,188,188	1,203,503	-	0
CANNON, J SHED	00-0075-1825	01-RMTV-0005	LR01	300,000	165,000	300,000	165,000	-	-
CANNON, J SHED	00-0075-1825	01-RMTV-0005	LS01	119,070	119,070	119,070	119,070	-	-
CANNON, J SHED	00-0075-1825	01-RMTV-0005	BA01	1,026	1,026	-	-	1,026.00	1,026
								1,026.00	1,026
BREISCH, DANIEL GORDON	00-0092-3310	03-HWHRID-0223	BR01	-	-	1,761,338	968,736	-1,761,338.00	-968,736
BREISCH, DANIEL GORDON	00-0092-3310	03-HWHRID-0223	BS01	1,078,600	1,078,600	-	-	1,078,600.00	1,078,600
BREISCH, DANIEL GORDON	00-0092-3310	03-HWHRID-0223	BS04	49,274	49,274	-	-	49,274.00	49,274
BREISCH, DANIEL GORDON	00-0092-3310	03-HWHRID-0223	LS01	460,000	460,000	-	-	460,000.00	460,000
BREISCH, DANIEL GORDON	00-0092-3310	03-HWHRID-0223	LR01	-	-	460,000	253,000	-460,000.00	-253,000
								-633,464.00	366,138

Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change
KIMBER, MATHEW	00-0075-1128	03-WHRID1-0128	BR01	-	-	736,607	405,134	-736,607.00	-405,134
KIMBER, MATHEW	00-0075-1128	03-WHRID1-0128	BS01	736,607	736,607	-	-	736,607.00	736,607
KIMBER, MATHEW	00-0075-1128	03-WHRID1-0128	LR01	-	-	264,000	145,200	-264,000.00	-145,200
KIMBER, MATHEW	00-0075-1128	03-WHRID1-0128	LS01	264,000	264,000	-	-	264,000.00	264,000
								-	450,273
SMITH, BROCKTON	00-0085-0090	04-MIDD2-0001	BR01	-	-	152,123	83,668	-152,123.00	-83,668
SMITH, BROCKTON	00-0085-0090	04-MIDD2-0001	BS01	454,294	454,294	302,171	302,171	152,123.00	152,123
SMITH, BROCKTON	00-0085-0090	04-MIDD2-0001	BS05	59,194	59,194	59,194	59,194	-	-
SMITH, BROCKTON	00-0085-0090	04-MIDD2-0001	LS05	166,420	166,420	166,420	166,420	-	-
								-	68,455
LEE, BRITTNEY AND JEFF	00-0092-3368	03-PWS1-0010-A1	BR01	-	-	1,435,094	789,302	-1,435,094.00	-789,302
LEE, BRITTNEY AND JEFF	00-0092-3368	03-PWS1-0010-A1	BS01	1,105,022	1,105,022	-	-	1,105,022.00	1,105,022
LEE, BRITTNEY AND JEFF	00-0092-3368	03-PWS1-0010-A1	LR01	-	-	370,000	203,500	-370,000.00	-203,500
LEE, BRITTNEY AND JEFF	00-0092-3368	03-PWS1-0010-A1	LS03	370,000	370,000	-	-	370,000.00	370,000
								-330,072.00	482,220
ALDRICH, WHITNEY MARIA	00-0094-0078	09-ROAMSFR1A-0101-A1	BR01	434,737	239,105	648,861	356,874	-214,124.00	-117,769
ALDRICH, WHITNEY MARIA	00-0094-0078	09-ROAMSFR1A-0101-A1	BS01	214,124	214,124	-	-	214,124.00	214,124
ALDRICH, WHITNEY MARIA	00-0094-0078	09-ROAMSFR1A-0101-A1	LR01	231,000	127,050	231,000	127,050	-	0
								-	96,355
HEARING OFFICER RECOMMENDATIONS									
Joshua and Nicole Gardner	00-0073-6522			Assessor Valuation			1,105,438		
				Appellant's Value			900,000		
				Hearing Officer Recommendation				Deny appeal with no adjustment	
Randy Elliot	00-0056-3724			Assessor Valuation			1,119,645		
				Appellant's Value			969,000		
				Hearing Officer Recommendation				Adjust and reduce to \$969,000	
Mathew McConkie	00-0092-5433			Assessor Valuation			1,424,117		
				Appellant's Value			1,170,650		
				Hearing Officer Recommendation				Deny appeal with no adjustment	



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: 10/06/'26 Time Requested: 10 min
Name: Kate Becker (801) 845-4015
Address: 48 W. Young Street
Email: kbecker@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – *Warner FLUMA & Rezone:* A request to change 51.299 acres from the future land use map designation of Ranch Residential 5 to Village Low Density Residential and to rezone from A-20 to R1-20 at approximately 4970 West 6100 North located in the Mountain Green area in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☒
☒
☒
☐

PUBLIC HEARING
PUBLIC MEETING

☒
☒

October 6, 2026

Warner FLUMA & Rezone
Public Hearing
October 6, 2026

Application No.:	26.023
Applicant:	The Paul and Beverly Warner Family Trust (Jacqueline W. Woody)
Owner:	The Paul and Beverly Warner Family Trust
Project Location:	approximately 4970 West 6100 North
Parcel Numbers:	00-0002-5831 (4.50 acres) 00-0086-5855 (46.749 acres) 00-0086-5775 (0.04 acres) 00-0075-2329 (0.01 acres)
Serial Numbers:	03-005-023 (4.50 acres) 03-005-025-05 (46.749 acres) 03-005-025-03-1 (0.04 acres) 03-005-044-02-1-2 (0.01 acres)
Date of Application:	July 7, 2026
Future Land Use Designation:	RR-5 (Ranch Residential 5)
Current Zoning:	A-20 (Agriculture)
Requested Future Land Use Designation:	Village Low Density Residential (maximum of 2 units per acre)
Requested Zoning:	R1-20 (Single-family Residential)
Total Acreage:	51.299

REQUEST

Request to change the future land use map from “Ranch Residential 5” to “Village Low Density Residential” and to change the zoning from A-20 (Agriculture) to R1-20 (Single-family residential).

PLANNING COMMISSION’S RECOMMENDATION

On September 10, 2026, after a Public Hearing, the Planning Commission voted three (3) to one (1) to recommend to the County Commission the requested changes. The Public hearing was opened and members of the public made comments about what the public good of the rezone would be, and if there is sufficient infrastructure. Further, additional comments were made that mentioned a concern about topography, water, and the safety of children in the area. The Planning Commission asked questions related to slope and soils, how many lots the applicant would get

from the rezone, and access. Nearly all of the questions and concerns that were brought up would be addressed during any subdivision application submitted in the future if the rezone is approved.

ATTORNEY GUIDANCE

Legislative Review: Legislative Review: Legislative land use decisions involve the adoption, amendment, or repeal of ordinances, zoning maps, development standards, and other land use regulations. Under Utah Code § 17-79-501, these are policy decisions entrusted to the County Commission as the County's legislative body and involve the exercise of legislative judgment and discretion.

The Planning Commission's role is to review the proposal, receive public input, evaluate potential impacts, and make a recommendation to the County Commission. In doing so, the Planning Commission should consider whether the proposal is consistent with Morgan County Code, the General Plan, and applicable provisions of Utah law.

Applicable Law: Utah law grants counties broad authority to regulate land use through legislative action. Historically, legislative land use decisions were generally upheld if it was reasonably debatable that the regulation promoted the public welfare. However, recent amendments to Utah Code § 17-79-801 provide that a legislative land use regulation will be upheld if it is reasonably debatable that the regulation is consistent with LUDMA.

While there is currently limited case law interpreting this revised standard, recommendations and decisions are best supported by the purposes and policies identified in Utah Code § 17-79-102, Morgan County Code, and the General Plan. Doing so provides a stronger basis for legislative action and judicial review. Among other things, Utah Code § 17-79-102 identifies the following land use purposes:

- Protect the public health, safety, and welfare.
- Promote prosperity and economic stability.
- Protect the tax base and secure economy in governmental expenditures.
- Facilitate orderly growth and a variety of housing types.
- Protect property values.
- Foster agricultural and other industries.
- Protect both urban and nonurban development.
- Promote transportation, infrastructure, and public facilities.
- Balance surrounding land uses with private property rights and constitutional protections.

Findings: The record should clearly identify:

- The basis for the recommendation or decision.
- The applicable provisions of Morgan County Code, the General Plan, and Utah law supporting the recommendation or decision.
- The public purposes and policy considerations supporting the recommendation or decision, including any applicable purposes identified in Utah Code § 17-79-102.
- The facts, information, policy considerations, and evidence relied upon in reaching the recommendation or decision.

Examples of Supporting Reasons

"I find the proposal is [consistent/inconsistent] with the goals and policies of the General Plan."

"I find the proposal [appropriately balances/fails to appropriately balance] surrounding land use considerations with the property owner's private property interests and constitutional protections."

"I find the proposal [supports/does not support] the purposes identified in Utah Code § 17-79-102, including orderly growth, infrastructure planning, agricultural preservation, property rights, compatibility with surrounding land uses, public welfare, economic development, housing opportunities, or other applicable statutory purposes."

"I find the proposal is [consistent/inconsistent] with applicable provisions of Morgan County Code."

"I find the proposal [advances/conflicts with] adopted County policies, plans, or planning objectives."

Important Considerations

- Legislative decisions involve policy judgments and the exercise of discretion.
- Public comments may assist in identifying impacts, concerns, and policy considerations. Recommendations should be based on the merits of those considerations, rather than the volume of public support or opposition.
- Recommendations are best supported by identifying the applicable provisions of Morgan County Code, the General Plan, and the purposes identified in Utah Code § 17-79-102.
- A well-supported recommendation provides a stronger basis for County Commission action and judicial review.

STAFF OBSERVATION

The proposal is for a future land use map amendment from Ranch Residential to Village Low Density Residential, and a requested rezone from A-20 to R1-20.

The Ranch Residential 5 future land use designation accommodates rural large lot development. Agriculture privileges are a part of this character. Properties within this category are generally larger lots with accessory structures that may be used for agriculture.

The Village Low Density Residential future land use designation provides for agriculture, and master planned communities. The residential density is a maximum of two (2) units per acre.

Adjacent properties have the following future land use designations, zoning, and current land uses:

	Future Land Use	Zoning	Current Use
North	Ranch Residential-5	A-20	Vacant
East	R1-20	RR-1	Rollins Ranch Phase 5

South	R1-20	R1-20	Rollins Ranch Phase 4A, 4B & Phase 1
West	RR-5 (school); Across Trappers Loop Road RR-1	Across Trappers Loop Road RR-10	Mountain Green Middle School, across Trappers Loop Road – Warner Subdivision

The adjacent properties to the east and to the south are part of phases of the Rollins Ranch PRUD. The Rollins Ranch PRUD has Development Agreements that allow for lots smaller in size than their underlying zoning of RR-1 (to the east) and R1-20 (to the south).

The application narrative states that:

“We want to change the zoning on parcels: 00-0086-5855; 00-0075-2329; 00-0002-5831; and 00-0086-5775. They are currently zoned as A20 Agriculture. The Future Land Map shows it as RR5. We would like to rezone it as R1-20. Most of the land will be 5+ acre lots; however, there are a few places that are more suitable to be 1/2 - 1 acre lots. Currently it is surrounded on the south by 1/4 to 1/3 acre lot and on the east by 1+ acre lots.

Previously the county was wanting to get rid of the A20 zoning in Mountain Green. We think that by changing the zoning on these parcels, it will more closely align with the surrounding area. Currently there are subdivisions on the east and south side of these parcels. On the west side is the Mountain Green Middle School. The city center is within 1/2 - 1 mile of these parcels.”

The proposed 51.299 acres proposed for a future land use map amendment and rezone amendment may be serviced by culinary water and sewer services.

Under Utah state law, residential development is generally favored in areas where municipal or public culinary water service is reasonably available, as connection to such systems supports orderly development and public health objectives.

ANALYSIS

General Plan and Zoning:

The application requests a change in the future land use from “Ranch Residential 5” to “Village Low Density Residential” and a rezone from A-20 (Agriculture) to R1-20 (Single-family residential).

The 2010 Morgan County General Plan identifies the following as five of the six visions for the County that may be applicable to the proposals (see pages 4 & 5 of the 2010 Morgan County General Plan):

1. *Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*
2. *Morgan County respects property rights and recognizes personal responsibility to the land and communities.*

3. *Morgan County values its distinctive natural landscapes for their beauty, solitude, recreational opportunities, and natural resources and will work to ensure their long-range conservation and preservation.*
5. *Morgan County public policies support the viability of working and hobby farms, protection of agricultural lands, and the conservation of natural resources and rural character.*
6. *Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages or be located within master-planned communities.*

The following procedures from the Morgan County Code Section 155.022 and 155.023 effectively apply to a petition to change the future land use map and also apply to a petition to change the zoning map:

Section 155.022: *Amendments to Title and Zoning Map* indicates that:

The County Commission may amend this chapter, including the zoning map, but only in accordance with the following procedure.

(A) The County Commission may instruct staff to study and make recommendations for amendments to this chapter or the zoning map in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for their consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.

(B) The Planning Commission may instruct staff to study and make recommendations for amendments to this chapter in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for its consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.

(C) Any property owner may initiate an amendment to this chapter or the zoning map, as long as they are affected by the proposed amendment, by submitting a complete application to the Planning and Development Services Department in accordance with § 155.023(A) of this code.

(Prior Code, § 8-3-3) (Ord. 13-03, passed 4-16-2013)

Section 155.023: *Procedures for Amendments and Rezonings* states:

(D) Planning Commission review and recommendation.

(1) Upon receiving a recommendation from staff regarding an amendment to this chapter or the zoning map, and after holding the required public hearing, the Planning Commission shall review the amendment and prepare its recommendation. The Planning Commission may recommend approval, approval with modifications or denial of the

proposed amendment and shall submit its recommendation to the County Commission for review and decision.

(2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this chapter.

(E) County Commission review. The County Commission shall schedule and hold a public hearing on the application as provided in § 155.031 of this code. Following the public hearing the County Commission may approve, approve with modifications or deny the proposed amendment. Prior to making a decision that goes contrary to the Planning Commission's recommendation, the County Commission may, but is not obligated to, remand the amendment to the Planning Commission with a request for another recommendation with additional or specific considerations. The Planning Commission shall review such request as specified in division (D) above.

(F) Approval standards. A decision to amend the text of this chapter or the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission should consider the following factors:

(1) Whether the proposed amendment is consistent with goals, objectives and policies of the county's General Plan;

(2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

(3) The extent to which the proposed amendment may adversely affect adjacent property; and

(4) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies and wastewater and refuse collection.

(G) Reconsideration. Where an application for zoning amendment has been denied, the Planning Commission and the County Commission shall not review the same zoning amendment application within two years of a denial unless there is a substantial change of conditions since the earlier application. A new application, with applicable fee, shall be required and processed in accordance with the procedure outlined in this section.

(Prior Code, § 8-3-4) (Ord. 13-03, passed 4-16-2013; Ord. 18-07, passed 11-13-2018)

This meeting is in fulfillment of subsection (E) above.

Staff's Assessment of 155.023 (F) (4) Above:

Roadways: There are existing roadways that can serve the property if it is divided in the future. Developer will be required to extend roadways into the development to serve the lots.

Parks and Recreation Facilities: Our code does not require additional parks and recreation facilities for developments within hard zoned properties.

Police and Fire Protection: Police protection will be provided by the County Sheriff's office. Fire will be provided by Mountain Green Fire District.

Schools: Staff checked with the Morgan County School District regarding capacity; schools in the area have capacity. This includes Mountain Green Elementary School, Mountain Green Middle School, and Morgan High School.

Stormwater Drainage Systems: The future development will be required to provide storm drain facilities such that it will meet all natural and historic flows.

Water supplies: Cottonwood Mutual Water Company is in the area and has active water mains that could serve any future subdivisions.

Wastewater: Mountain Green Sewer Improvement District has active mains in the area that could be extended through any future subdivisions in the area and provide service for wastewater.

Refuse Collection: The County has a contract with Robinson for refuse collection. This company would most likely serve any future subdivisions in the area.

PLANNING COMMISSION PUBLIC NOTICE, MEETINGS, PUBLIC COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on or before August 31, 2026; a minimum of 10 days prior to the scheduled meeting. [Morgan County Code § 155.032 (C)].
- ✓ A Public Notice was posted at the County on or before August 31, 2026.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on or before August 31, 2026.
- ✓ A sign was posted on the site on or before August 31, 2026.
- ✓ Written public comment received:
 - September 2, 2026
 - Morgan County Planning Commission
 - P.O. Box 886
 - Morgan, UT 84050
 - Re: Public Comment – Warner Future Land Use Map Amendment and Rezone
 - Dear Planning Commissioners,
 - I am writing regarding the proposed Warner Future Land Use Map Amendment and Rezone scheduled for the September 10, 2026 public hearing.
 - While I understand the need for thoughtful growth in Mountain Green, I respectfully request that, if this application is approved, the County require preservation of a continuous public trail corridor following the historic Old Trappers Loop Road alignment wherever feasible.
 - I am not opposed to this proposed development. Rather, I ask that the County take advantage of this opportunity to preserve a small portion of the property for a future public trail corridor. Doing so would ensure that growth today does not foreclose an important recreational opportunity for future generations.
 - Old Trappers Loop is one of the most scenic and historically significant routes connecting Mountain Green and Ogden Valley. The Weber County portion of the former road is already enjoyed by hikers, mountain bikers, horseback riders, and other outdoor enthusiasts.
 - Preserving the Morgan County portion would create the opportunity for a continuous regional trail connecting Mountain Green with Huntsville, providing a unique recreation experience that would benefit both residents and visitors.
 - Such a trail would provide numerous public benefits, including:
 - * Preserving an important part of Morgan County's transportation history.
 - * Creating a premier regional destination for hiking, mountain biking, trail running, and equestrian use.
 - * Connecting residents and visitors to the outstanding recreational opportunities in both Morgan County and Ogden Valley.

- * Encouraging healthy outdoor recreation while supporting local businesses and tourism.
- * Providing a lasting public amenity that complements new residential development.
- I understand that Morgan County has already identified Old Trapper’s Loop Road – New Trail as a long-term planning objective requiring corridor preservation. This proposed development presents an ideal opportunity to preserve that vision before future development makes it more difficult—or impossible—to establish a continuous trail connection.
- I respectfully request that any approval of this application include conditions requiring the dedication or preservation of a public trail easement or other appropriate corridor along the historic Old Trappers Loop alignment. Even if the trail is not constructed for many years, preserving the corridor today will ensure that future generations have the opportunity to enjoy this exceptional recreational connection.
- Mountain Green is growing rapidly, and I believe development and conservation can go hand in hand. By preserving this historic corridor now, Morgan County can accommodate growth while creating a lasting public asset that will benefit residents, visitors, and future generations for decades to come.
- Thank you for your time, your service to our community, and your thoughtful consideration of these comments.
- Respectfully,
- Michael Elliott
- 5977 Mesa Arch Lane, Mountain Green, Utah 84050

RECOMMENDED MOTIONS

Recommended Motion for *Approval* – “I move we approve the Warner future land use map amendment and rezone requests, application number 26.023, changing approximately 51.299 acres from future land use of Ranch Residential 5 to Village Low Density Residential, and rezoning from A-20 to R1-20 based on the findings listed in the staff report dated October 6, 2026.”

Recommended Motion for *Denial* – “I move we deny the Warner future land use map amendment, and rezone requests, application number 26.023, changing approximately 51.299 acres from future land use of Ranch Residential 5 to Village Low Density Residential, and rezoning from A-20 to R1-20 based on the findings listed in the staff report dated October 6, 2026.”

Supporting Information

Exhibit A: Vicinity Map
 Exhibit B: County Future Land Use Map
 Exhibit C: County Zoning Map
 Exhibit D: Ordinance

Staff Contact

Kent Page
 801-845-4007
kpage@morgancountyutah.gov

Exhibit A: Vicinity Map



Exhibit B: County Future Land Use Map

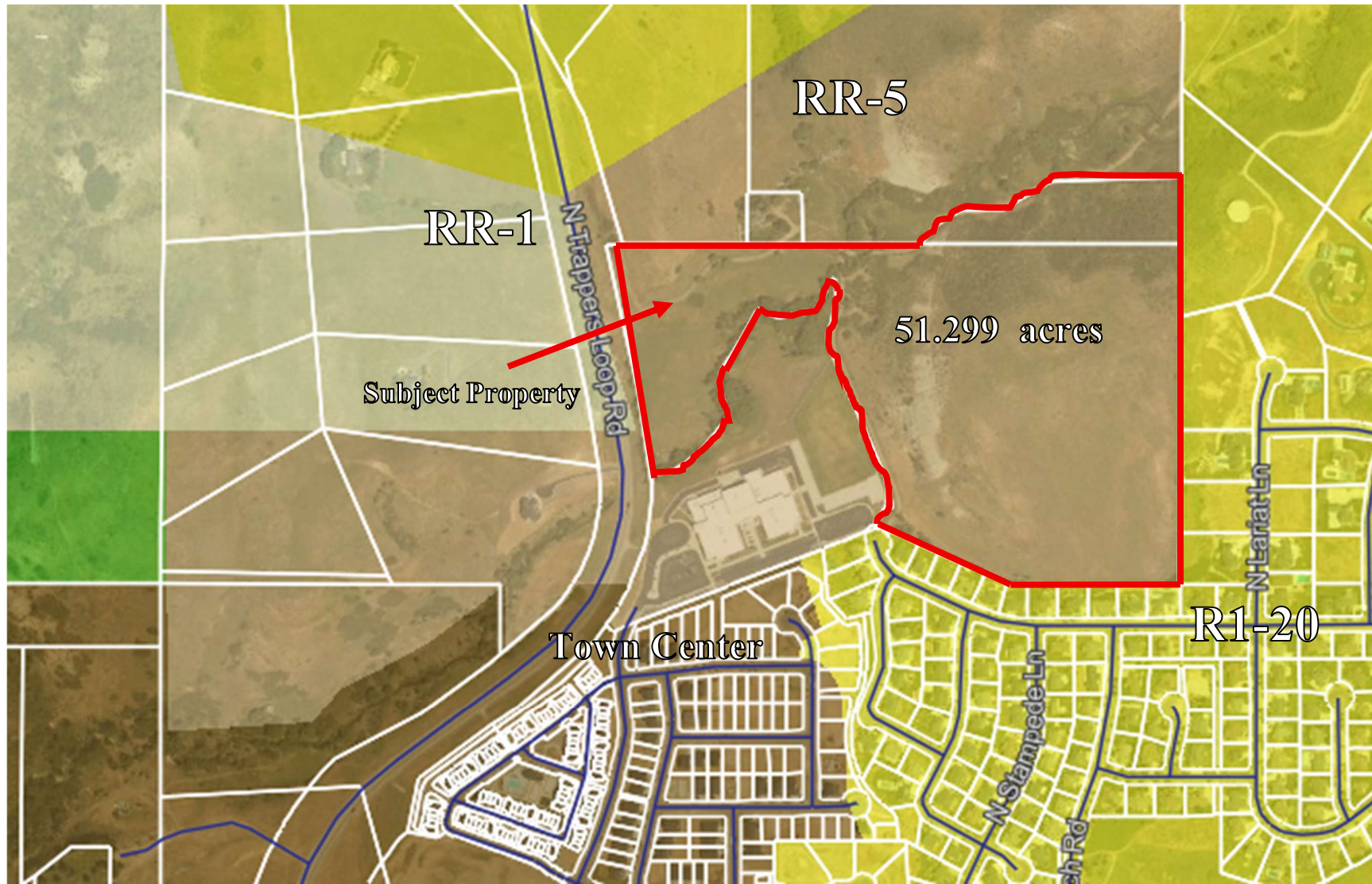


Exhibit C: County Zoning Map



Exhibit D

ORDINANCE NO. CO-26-20

AN ORDINANCE OF MORGAN COUNTY AMENDING THE MORGAN COUNTY OFFICIAL FUTURE LAND USE MAP (FLUMA) FROM RANCH RESIDENTIAL 5 TO VILLAGE LOW DENSITY RESIDENTIAL AND AMENDING THE ZONING MAP FROM A-20 TO R1-20, OTHERWISE KNOWN AS THE WARNER FLUM & ZONE MAP AMENDMENTS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a landowner, owning land in said certain area of unincorporated Morgan County, as described in Exhibit “A”, has petitioned the County for a future land use map amendment from Ranch Residential 5 to Village Low Density Residential and amending the zoning map from A-20 to R1-20, and

WHEREAS, it has been determined that R1-20 is a type of residential zoning; and

WHEREAS, the Morgan County Planning Commission and Zoning Administrator have reviewed the proposed amendments in accordance with State law and have recommended approval of the same;

WHEREAS, the County Commission held a public hearing and received meaningful input; and

WHEREAS, all required notices have been provided and public hearings have been held in accordance with State Law and County Ordinances to amend the Morgan County Future Land Use Map and the Zoning Map.

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

Section 1. FLUM Map Amendment. The Morgan County Future Land Use Map is hereby amended for the property in the unincorporated county area more particularly described in the attached Exhibit “A” from Ranch Residential 5 to Village Low Density Residential.

Section 2. Zoning Map Amendment. The Morgan County Zoning Map is hereby amended for the property in the unincorporated county area more particularly described in the attached Exhibit “A” from A-20 to R1-20.

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 passage.

**PASSED AND ADOPTED BY THE COUNTY COMMISSION OF MORGAN COUNTY,
STATE OF UTAH, THIS 6TH DAY OF OCTOER 2026.**

ATTEST:

Leslie Hyde
Morgan County Clerk

Commission
Members

Voting:

AYE NAY ABSENT

Vaughn Nickerson

Mike Newton

APPROVED AS TO FORM

Raelene Blocker

Matthew Wilson

Garret Smith
Morgan County Attorney

Blaine Fackrell

MORGAN COUNTY GOVERNING BODY

Matthew Wilson
County Commission Chair

Exhibit "A": Warner FLUMA & Rezone

AN ORDINANCE OF MORGAN COUNTY AMENDING THE MORGAN COUNTY OFFICIAL FUTURE LAND USE MAP FROM RANCH RESIDENTIAL 5 TO VILLAGE LOW DENSITY RESIDENTIAL AND AMENDING THE ZONING MAP FROM A-20 TO R1-20, OTHERWISE KNOWN AS THE WARNER FLUMA & ZONE MAP AMENDMENT, COMPLETELY AND ESTABLISHING AN EFFECTIVE DATE.

Parcel Number: 00-002-5831

PT OF THE NE1/4SW1/4 OF SEC 24, T5N, R1E, SLB&M: BEG AT PT WH BEARS N 1320.0 FT FRM THE S1/4 COR STONE OF SD SEC 24, & RUN TH ALG THE 40 LN S 89°52' W 1018.3 FT; TH 5 COURS ALG THE FLOOR OF DRY CREEK CANYON NEAR THE S SIDE AS FOLS: N 43° E 104.8 FT; TH N 60° E 100.0 FT; TH N 88° E 156.0 FT; TH N 61° E 222.0 FT; TH N 88° E 510.5 FT TO THE 1/4 SEC LN; TH S 255.2 FT TO THE POB. CONT 4.50 AC, M. OR L.

Parcel Number: 00-0086-5855

IN THE S1/2SW1/4 OF SEC 24, T5N, R1E, SLB&M. BEG AT THE SW COR OF THE SW1/4SW1/4 OF SD SEC 24, & RUN TH N 20 CHS (1320 FT); TH E 40 CHS (2640 FT); TH S 20 CHS (1320 FT); TH W 9.60 CHS (633.6 FT); TH N 65°30' W 8.40 CHS (554.4 FT); TH S 4°30' E 3.43 CHS (226.38 FT); TH W 22.08 CHS (1457.28 FT) TO THE POB. CONT 78.64 AC. SUBJ TO THE PERPETUAL EASE FOR U.D.O.T. (BK 67 PG 277). LESS THE FOL AMTS SOLD: M67/277 (6.22 AC, M. OR L.) CONDEMED FOR STATE HIGHWAY; M74/456 (9.76 AC, M. OR L., GOING TO WARNER SUB); M108/375 (15.90 AC, M. OR L. GOING TO 03-005-025-03-NA TO THE BOARD OF EDUCATION); (349/1622) (0.011 AC, M. OR L., GOING TO: 03-005-025-04-NA) BEING DESC AS FOLS: PT OF THE SW1/4 OF SEC 24, T5N, R1E, SLB&M, U.S. SUR. BEG AT THE NE COR OF LOT 421, ROLLINS RANCH PHASE 4B SUB, MORGAN CO, UT, SD PT BEING ON THE S LN OF THE BOARD OF EDUCATION, MORGAN CO SCHOOL DIST PROP, WH IS 1216.51 FT N 89°45'00" W & 206.84 FT N 0°15'00" E FRM THE S1/4 COR OF SD SEC 24; & RUN TH N 43°03'34" E 44.37 FT ALG SD S LN OF SCHOOL DIST PROP; TH S 32°34'03" E 21.88 FT TO THE N LN OF SD ROLLINS RANCH PHASE 4B SUB; TH S 71°37'17" W 44.34 FT ALG SD N LN TO THE POB. LEAV A NET BAL OF 46.749 AC / 46.75 AC, M. OR L.

Parcel Number: 00-0086-5775

PT OF THE SW1/4 OF SEC 24, T5N, R1E, SLB&M, U.S. SUR. BEG AT A PT ON THE S LN OF THE BOARD OF EDUCATION, MORGAN COUNTY SCHOOL DISTRICT PROPERTY WH IS 1216.51 FT N 89°45'00" W & 206.84 FT N 0°15'00" E, & 35.00 FT N 43°03'34" E FRM THE S1/4 COR OF SD SEC 24; & RUN TH N 31°48'34" E 63.72 FT; TH NE'LY ALG THE ARC OF A 133.50 FT RAD CUR TO THE L A DIST OF 107.88 FT (CTRL ANG = 46°18'01" & L.C. BEAR N 08°39'33" E 104.97 FT) TO A PT ON THE E PROP LN OF SD SCHOOL DIST PROP; TH ALG SD E & S PROP LN THE FOL 3 COUR: (1) S 14°29'27" E 96.64 FT, (2) S 72°46'52" W 19.80 FT, (3) S 43°03'34" W 80.06 FT TO THE POB. CONT 1754 SQ FT = 0.04 AC, M. OR L.

Parcel Number: 00-0075-2329

A PT OF THE NW 1/4 OF SEC 25, T5N, R1E, SLB&M: BEG AT A PT ON THE CTR LN OF OLD TRAPPERS LOOP ROAD, SD PT BEING LOC N 89°55'18" W ALG SEC LN 1150.70 FT FRM THE S 1/4 COR OF SEC 24, T5N, R1E, SLB&M & RUN TH S 04°25'07" E ALG SD CTR LN 995.35 FT TO THE N LN OF THE PAUL WARNER SUB, A PLAT RECORDED AT THE OFFICE OF MORGAN COUNTY RECORDER; TH S 89°48'17" W ALG THE N LN OF SD PAUL WARNER SUB 28.08 FT; TH N 04°25'07" W 100.99 FT TO A PT ON A CUR; TH N'LY 510.30 FT ALG THE ARC OF A 356.50 FT RAD CUR TO THE RGT THROUGH A CTRL ANG OF 82°00'46" (CHORD BEARS N 18°16'04" W 467.83 FT) TO A PT OF REVERSE CURV; TH N'LY 218.21 FT ALG THE ARC OF A 442.00 FT RAD CUR TO THE L THROUGH A CTRL ANG OF 28°17'13" (CHORD BEARS N 08°35'33" E 216.01 FT) TO A PT OF TNGY; TH N 05°32'54" W 122.44 FT; TH S 72°35'14" W 66.68 FT; TH N 41°57'05" W 110.48 FT; TH N 05°25'36" W 192.32 FT TO AN EXIST FNC & THE S LN OF THE MORGAN COUNTY SCHOOL DIST; TH N 68°50'51" E ALG SD S LN 188.24 FT; TH N 68°50'03" E 51.33 FT TO THE CTR LN OF SD OLD TRAPPERS LOOP ROAD; TH S 04°25'07" E ALG SD CTR LN 228.72 FT TO THE POB. CONT 3.89 AC, M. OR L. RE: LESS 0.530 AC GOING TO #03-005-027-04 LEAV 3.36 AC, M. OR L. RE: LESS 3.356 AC GOING TO #03-005-044-02-1-2-1 LEAV 0.004 / 0.01 AC, M. OR L. (NOTE: AFTER ALL THE LESSES THE PORTION REMAINING LIES ONLY LOCATED WITHIN SEC 24, T5N, R1E SE1/4SW1/4)

ORDINANCE NO. CO 26-19

AN ORDINANCE OF THE COUNTY COMMISSION OF MORGAN COUNTY, UTAH, GRANTING A NONEXCLUSIVE CABLE TELEVISION FRANCHISE TO COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC; APPROVING A FRANCHISE AGREEMENT; AUTHORIZING ITS EXECUTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Morgan County (the "County") is authorized under applicable federal and state law to grant one or more nonexclusive cable franchises within its jurisdiction and to manage and regulate the use of County public rights-of-way; and

WHEREAS, Comcast Cable Communications Management, LLC ("Comcast") has requested that the County grant or renew a nonexclusive franchise authorizing Comcast to construct, operate, and maintain a cable system within the unincorporated areas of Morgan County; and

WHEREAS, the County and Comcast have negotiated a Franchise Agreement establishing the terms and conditions of the franchise, including the payment of franchise fees, construction and restoration requirements, customer-service obligations, insurance, indemnification, security, enforcement, and continued County authority over the public rights-of-way; and

WHEREAS, at a duly noticed public meeting held on September 15, 2026, a quorum of the Morgan County Commission was present, and all Commission members present voted to approve the Franchise Agreement; and

WHEREAS, the County Commission now desires to memorialize that approval, formally grant the nonexclusive franchise, approve the Franchise Agreement attached as Exhibit "A," and authorize its execution.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF MORGAN COUNTY, STATE OF UTAH:

Section 1. Approval and Grant of Franchise. The County Commission hereby approves and confirms its September 15, 2026 approval of the Franchise Agreement between Morgan County and Comcast Cable Communications Management, LLC, substantially in the form attached as Exhibit "A" and incorporated herein by reference. Subject to the terms of the Franchise Agreement, the County hereby grants Comcast a nonexclusive franchise to construct, operate, and maintain a cable system in the public rights-of-way within the Franchise Area.

Section 2. Authorization to Execute. The Chair of the Morgan County Commission is authorized to execute the Franchise Agreement on behalf of Morgan County and to approve nonmaterial corrections necessary to conform the Agreement to the action taken by the County Commission, provided that no correction may materially alter the County's rights or obligations without further Commission approval.

Section 3. Nonexclusive Franchise and Reservation of Authority. The franchise granted by this Ordinance is nonexclusive. Nothing in this Ordinance or the Franchise Agreement waives, limits, or restricts the County's police powers or its authority to manage, regulate, and control the public rights-of-way as provided by applicable law.

Section 4. Prior Franchise. Upon the effective date of the Franchise Agreement, any prior cable franchise between the County and Comcast or its predecessor concerning the same Franchise Area is superseded, except that accrued obligations, liabilities, and rights arising under the prior franchise shall survive to the extent provided by law or the prior franchise.

Section 5. 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 6. Effective Date. This Ordinance shall become effective after publication in accordance with state law, but not before fifteen (15) days after its passage. The Franchise Agreement shall become effective on the later of (a) the effective date of this Ordinance or (b) the date on which the Franchise Agreement has been executed by both parties.

APPROVED, ADOPTED AND PASSED and ordered published by the Morgan County Commission, this 15th day of September 2026.

ATTEST:

MORGAN COUNTY GOVERNING BODY

Leslie Hyde
Morgan County Clerk

Matthew Wilson, County Commission Chair

APPROVED AS TO FORM:

Commission Members Voting:

	AYE	NAY	ABSENT
_____ Garrett T. Smith Morgan County Attorney	_____ Vaughn Nickerson	_____ Mike Newton	_____ Raelene Blocker
	_____ Matthew Wilson	_____ Blaine Fackrell	_____

EXHIBIT "A"

Franchise Agreement

Between Morgan County and Comcast Cable Communications Management, LLC

Attached and incorporated by reference

COMCAST CABLE COMMUNICATIONS MANAGEMENT FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between Morgan County (hereinafter, “County”) and Comcast Cable Communications Management, LLC.(hereinafter, “Grantee”).

The County, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”) except as otherwise defined herein. To the extent the Cable Act is amended or repealed, references herein shall be construed to refer to the successor provisions thereof, if any.

1.1. “Effective Date” means the date on which this Agreement has been executed by all parties necessary for it to be binding, as indicated on the signature page(s), unless a specific date is otherwise provided in Section 2.2 (Term).

1.2. “Franchise Area” means the present legal boundaries of Morgan County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.3. “Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair,

replace, reconstruct, and maintain a Cable System, subject to the terms of this Agreement and all applicable federal, state, and local laws, ordinances, resolutions, rules, regulations, standards, and permit requirements. Grantee's use of the Public Ways shall at all times be non-exclusive and subordinate to the County's police powers and its authority to manage, regulate, and control the Public Ways.

For the purpose of providing Cable Services, Grantee may erect, install, construct, repair, replace, reconstruct, maintain, or retain in the Public Ways such facilities as are reasonably necessary for the operation of the Cable System, including poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, and related equipment.

All such activities shall require prior County approval where required by applicable ordinance or permit, and shall be performed in accordance with County construction standards, engineering requirements, and applicable permit conditions.

Nothing in this Agreement shall be construed to grant Grantee any ownership interest in the Public Ways.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act. Continued exercise of the Franchise is conditioned upon Grantee's substantial compliance with the material terms of this Agreement.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and shall not limit the County's authority to evaluate Grantee's past performance, compliance with this Agreement, or the future cable-related needs and interests of the community.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority's police powers or its authority to manage and control the Public Ways, including the right to require permits, coordinate construction, impose reasonable conditions, and protect the public health, safety, and welfare.

SECTION 3 – Construction and Maintenance of the Cable System

3.0. General Construction; Compliance with County Standards. Grantee's construction, installation, maintenance, repair, relocation, removal, and excavation activities within any Public Way shall be performed in a safe and workmanlike manner and in compliance with all applicable federal, state, and local laws, ordinances, resolutions, regulations, standards, specifications, and permit requirements, as may be amended from time to time.

Grantee shall obtain all required permits prior to performing work in the Public Ways, except in the case of an emergency, in which case Grantee may commence work as necessary to protect life or property or restore service, provided that Grantee shall notify

the County as soon as practicable and obtain any required permits no later than the first working day after such work is commenced.

All work shall be subject to County review, inspection, and approval, and Grantee shall comply with all reasonable conditions imposed by the County in connection with such permits and approvals.

Grantee shall restore all Public Ways and other affected property to a condition equal to or better than that existing prior to the work, as determined by the County, and such restoration shall be subject to County inspection and acceptance.

Grantee shall warrant and guarantee all such work, including restoration, for a period of not less than one (1) year following final acceptance by the County, or such longer period as may be required by applicable County standards based on site conditions or past performance. During the applicable warranty period, Grantee shall, at its sole cost, promptly repair, replace, or reconstruct any defective or failing work upon notice from the County.

If Grantee fails to timely perform such corrective work after notice, the County may perform or cause such work to be performed and recover its costs from Grantee, including through any security provided under this Agreement.

3.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority, and at such times as may be reasonably required by the Franchising Authority, and at its own cost and expense, protect, support, promptly alter, relocate, remove, or reconstruct the Cable System, or any part thereof, so as to conform with any such new grades or lines or other lawful public improvements.

To the extent that public funds are made available to similarly situated users of the Public Way for such relocation, the Franchising Authority may make such funds available to Grantee on a nondiscriminatory basis, subject to the terms, limitations, and conditions of such funding.

3.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance; and (ii) the Grantee is given reasonable advance written notice to arrange for such temporary relocation.

Grantee shall perform such relocation in a timely manner and in coordination with the County and the permitted work, and shall not unreasonably delay or interfere with such permitted activity.

3.3. Undergrounding and Beautification Projects. When the Franchising Authority requires similarly situated aerial utility or communications facilities within a defined project area to be relocated underground, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities and in coordination with the Franchising Authority. To the extent that public or private funds

are made available to similarly situated users of the Public Way for such relocation, Grantee may be eligible to receive such funds on a nondiscriminatory basis, subject to the terms, limitations, and conditions of such funding.

3.4. Abandonment and Removal of Facilities. The Grantee shall not abandon any portion of the Cable System located within the Public Ways without prior written notice to the Franchising Authority.

If the Grantee permanently discontinues the use of any facilities within the Public Ways, abandons any portion of the Cable System, ceases providing service through any facilities, or upon the expiration, termination, or nonrenewal of this Franchise, the Franchising Authority may require the Grantee, at its sole cost and expense, to remove all or any portion of such facilities and restore the affected Public Ways and other property to a condition acceptable to the Franchising Authority.

The Franchising Authority may, in its sole discretion, authorize the Grantee to abandon facilities in place if the Franchising Authority determines that removal would be impractical, unnecessary, or contrary to the public interest. Any facilities abandoned in place shall remain subject to all applicable safety requirements and shall not interfere with the use, maintenance, repair, replacement, or construction of public improvements, utilities, or other authorized facilities.

Upon written notice from the Franchising Authority, the Grantee shall promptly remove, relocate, or otherwise address any abandoned, unused, unsafe, damaged, or obsolete facilities that, in the determination of the Franchising Authority, interfere with the use of the Public Ways, create a safety hazard, impede public improvements, or otherwise adversely affect the public health, safety, or welfare.

If the Grantee fails to remove, relocate, or otherwise address such facilities within the time specified by the Franchising Authority after written notice and a reasonable opportunity to cure, the Franchising Authority may perform or cause such work to be performed and recover all costs and expenses incurred from the Grantee, including through any security provided pursuant to this Agreement.

Nothing in this Section shall be construed to require the Franchising Authority to acquire ownership of any abandoned facilities or to assume any responsibility for the maintenance, operation, condition, or liability associated with such facilities.

3.5. Coordination and Facility Location Information. Grantee shall maintain records reasonably identifying the location of its facilities within the Public Ways and shall, upon reasonable request and subject to applicable confidentiality protections, provide available facility location information reasonably necessary for the County to coordinate public improvements, utility installations, maintenance activities, and other lawful governmental purposes.

Grantee shall cooperate with the County and other utilities in coordinating construction activities within the Public Ways to minimize unnecessary disruption and conflicts with public improvements.

3.6. Compliance with Public Way Management Requirements. Grantee shall comply with all applicable County ordinances, regulations, standards, specifications, permit requirements, restoration requirements, pavement cut restrictions, street

moratoriums, encroachment requirements, and other Public Way management requirements, as may be adopted or amended from time to time.

3.7. Inspection Authority. The Franchising Authority may inspect work performed within the Public Ways to determine compliance with this Agreement, applicable permits, and applicable laws. Such inspections shall not relieve Grantee of responsibility for its work or constitute acceptance thereof.

SECTION 4 - Customer Service Standards; Customer Bills; and Privacy Protection

4.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Grantee shall comply with such standards and shall also comply with any applicable state and local customer service requirements to the extent not preempted by federal law. Upon reasonable request, Grantee shall provide the County with information regarding customer complaints, service performance, and compliance with applicable customer service standards.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 5 - Oversight and Regulation by Franchising Authority

5.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report certified by an authorized representative of the Grantee and setting forth in reasonable detail the calculation of Gross Revenues and the resulting franchise fee payment for the reporting period.

The Franchising Authority shall have the right, upon reasonable notice and during normal business hours, to examine and audit the books and records of the Grantee to verify the accuracy of franchise fee payments.

If an audit reveals an underpayment of franchise fees, Grantee shall promptly pay the amount due, together with interest at a reasonable rate from the date due until paid. If the underpayment exceeds five percent (5%) of the amount due for the audited period, Grantee shall also reimburse the Franchising Authority for the reasonable costs of the audit. Grantee shall maintain records supporting franchise fee calculations for a period of not less than five (5) years and shall make such records available for audit upon reasonable notice.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, including any transaction or series of transactions that results in a change in actual working control of the Grantee, whether by ownership, management, or otherwise, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, provided that such transaction does not result in a change in control of the Grantee or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. The Franchising Authority may require reasonable information regarding the proposed transferee, including its financial, legal, and technical qualifications as well as assumption of all obligations under this Agreement. No such transfer shall release Grantee from obligations arising before the transfer.

SECTION 7 - Enforcement and Termination of Franchise

7.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the nature of the alleged noncompliance or default.

Nothing herein shall preclude the Franchising Authority from taking immediate action, including suspension of work or other necessary measures, where required to protect public health, safety, or property.

In addition, upon written notice of noncompliance or default, the Franchising Authority may exercise its rights under applicable law and its permitting authority, including but not limited to withholding or conditioning permits, issuing stop work orders, suspending or limiting access to the Public Ways, or taking such other reasonable actions as are necessary to enforce compliance with this Agreement and applicable requirements.

7.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, commence and thereafter diligently pursue the cure to completion, and provide the Franchising Authority of the steps being taken and a reasonable schedule for completion of the cure.

Notwithstanding the foregoing, any default affecting public health or safety, the integrity or use of the Public Ways, or compliance with applicable construction, restoration, or permitting requirements shall be corrected within such shorter time as reasonably required by the Franchising Authority.

The Franchising Authority may, in its reasonable discretion, extend the cure period upon a showing of good cause by the Grantee.

7.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or fails to cure the alleged default within forty-five (45) days or the date projected by the Grantee, the Franchising Authority may schedule a public hearing to investigate the default. Such public hearing shall be held at regularly scheduled or special meeting of the Franchising Authority, upon not less than ten (10) business days' written notice to the Grantee, and the Grantee shall be provided a reasonable opportunity to be heard.

Following such hearing, the Franchising Authority may take any action permitted by this Agreement or applicable law, including but not limited to termination of the Franchise, imposition of conditions, recovery of costs, or enforcement against any security provided by the Grantee.

7.4. Recovery of Costs. If the Franchising Authority incurs reasonable costs, including engineering, inspection, consultant, expert, or attorney fees, as a result of Grantee's failure to comply with this Agreement, applicable permits, or applicable law, and the Grantee is determined to be in violation following notice and opportunity to cure, the Grantee shall reimburse the Franchising Authority for such reasonable costs.

SECTION 8 – Competitive Equity

8.1. New Video Service Provider.

8.1.1. Subject to this Agreement or any other provision of law, if, after the Effective Date, any Video Service Provider ("VSP") (i) enters into a written cable or video franchise agreement with the Franchising Authority to provide comparable video services to subscribers in the County, , the Franchising Authority, upon written request of the Grantee, meet and confer with Grantee regarding whether any materially more favorable terms applicable to the new VSP warrant a modification of this Agreement.. The Grantee and the Franchising Authority shall meet and confer regarding the request within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Any modification shall be subject to good-faith negotiation, applicable law, and approval by the County Commission.

8.1.2. This Section does not apply to any provider, service, agreement, authorization, permit, right-of-way use, or other arrangement existing on or before the Effective Date. It also does not apply to a provider that has not entered into a written cable or video franchise agreement with the Franchising Authority.

8.2. The term "Video Service Provider" or "VSP" shall mean any entity similarly situated to Grantee and using the County's public rights-of-way to provide comparable multiple video programming services to subscribers, for purchase or at no cost that is subject to the lawful franchising authority of the County. A VSP may include an entity providing cable or comparable video services, but only to the extent that the entity is similarly situated to Grantee, uses the County's public rights-of-way, is subject to the County's lawful franchising authority, and enters into a written cable or video franchise agreement with the Franchising Authority after the Effective Date.

8.3. Nothing in this Section shall require the automatic amendment of this Agreement or entitle Grantee to terms identical to those applicable to another provider. In the event the Franchising Authority, after the Effective Date, enters into a written cable or video franchise agreement that authorizes a new VSP to provide video services within the County under terms that are materially more favorable than those applicable to Grantee, the parties agree to negotiate in good faith regarding potential modifications to this Agreement to achieve reasonable competitive equity, taking into account differences in technology, service offerings, service area, use of the Public Ways, regulatory status, applicable law, and the circumstances of the providers. Any agreed modification must be in writing and approved by the County Commission.

SECTION 9 - Miscellaneous Provisions

9.1. Force Majeure. Neither party shall be deemed in default or noncompliance with this Agreement where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, , unusually severe weather, hurricane, tornado or other catastrophic act of nature, or governmental, administrative or judicial order or regulation,

Force majeure shall not include delays caused by financial hardship, labor disputes within the affected party's control, lack of planning, or the failure to obtain necessary permits, approvals, materials, or labor in the ordinary course of business.

The affected party shall provide prompt written notice of the force majeure event, shall use commercially reasonable efforts to mitigate its effects, and shall resume performance as soon as reasonably practicable.

9.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Morgan County Commission
c/o Morgan County Clerk
48 W. Young St.
P.O. Box 886
Morgan, UT 84050

To the Grantee:

Comcast
Attn: Government Affairs
9602 S 300 W
Sandy, UT 84070

With a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

9.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. Nothing in this Franchise Agreement shall be construed to waive, limit, or supersede the Franchising Authority's police powers or its authority to adopt, apply, and enforce generally applicable laws, ordinances, regulations, standards, and permit requirements, including but not limited to those governing public safety, rights-of-way management, construction, excavation, restoration, and land use, as may be amended from time to time.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee and approved by the Franchising Authority in accordance with applicable law. No course of dealing, act, omission, or communication by either party, including by any officer, employee, or agent, shall be deemed to amend or modify this Agreement unless set forth in a written amendment executed as provided herein.

9.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement, and no person or entity not a party hereto shall have any right to enforce any provision of this Agreement.

9.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, of either Party under federal, state, or local law unless such waiver is expressly stated herein. Nothing in this Agreement shall be construed as a waiver of any rights, defenses, immunities, or limitations of liability available to the Franchising Authority, including, without limitation, those provided under the Utah Governmental Immunity Act.

9.8. Indemnification. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the Franchising Authority and its officers, elected officials, employees, agents, and representatives from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees and costs of defense, arising out of or related to:

(A) the construction, installation, operation, maintenance, repair, relocation, or removal of the Cable System within the Public Ways;

(B) any act or omission of the Grantee, its contractors, subcontractors, agents, or employees; or

(C) any breach of this Franchise Agreement by the Grantee;

except to the extent caused by the negligent or willful misconduct of the Franchising Authority.

Grantee's obligations under this Section shall include the duty to defend the Franchising Authority upon tender of a claim and shall apply regardless of whether such claims are caused in part by a party indemnified hereunder. The Franchising Authority shall have the right to participate in the defense of any claim and to approve any settlement that affects the Franchising Authority, which approval shall not be unreasonably withheld.

Grantee's indemnification obligations shall not be limited by the availability of insurance, by any limitation on damages or liability contained elsewhere in this Agreement, or by the amount of any security maintained pursuant to this Agreement. The obligations of this Section shall survive the expiration or termination of this Franchise Agreement.

9.9. Insurance. Grantee shall, at its sole cost and expense, maintain in full force and effect during the term of this Franchise Agreement insurance coverage with insurers authorized to do business in the State of Utah and having a financial rating reasonably acceptable to the Franchising Authority.

Such insurance shall include, at a minimum:

(A) Commercial General Liability Insurance, including coverage for bodily injury, property damage, personal injury, products and completed operations, and contractual liability, with limits of not less than:

\$1,000,000 per occurrence;

\$2,000,000 aggregate;

(B) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles, with a combined single limit of not less than \$1,000,000 per occurrence;

(C) Workers' Compensation Insurance as required by the laws of the State of Utah, together with employer's liability insurance; and

(D) Umbrella or Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence.

The Franchising Authority, its officers, officials, employees, and agents shall be included as additional insureds on the Commercial General Liability and Umbrella policies for ongoing and completed operations.

Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Franchising Authority.

Grantee shall provide certificates of insurance evidencing the required coverage prior to commencement of work and upon reasonable request thereafter.

Each policy shall provide that it may not be canceled or materially modified without at least thirty (30) days' prior written notice to the Franchising Authority.

The maintenance of insurance shall not be deemed to limit or modify Grantee's indemnification obligations under this Agreement.

9.10. Security. As security for the faithful performance of its obligations under this Agreement, including restoration, warranty, repair, maintenance, indemnification, and payment obligations, Grantee shall maintain a bond, irrevocable letter of credit, cash deposit, or other security acceptable to the Franchising Authority in an amount not less than Fifty Thousand Dollars (\$50,000).

The Franchising Authority may, upon reasonable written notice, require an increase in the amount of such security to an amount reasonably necessary to reflect the scope, location, or risk of Grantee's activities within the Public Ways, including but not limited to increased construction activity, repeated violations of this Agreement, failure to timely restore Public Ways, expanded use of the Public Ways, prior claims against the security, or other circumstances reasonably demonstrating increased risk to the Franchising Authority.

Grantee shall provide any required increase in security within thirty (30) days following written notice from the Franchising Authority, or within such other reasonable period specified in the notice.

The Franchising Authority may draw upon the security, in whole or in part, if Grantee fails to perform any obligation under this Agreement after notice and opportunity to cure, including but not limited to restoration, repair, relocation, removal, warranty, indemnification, reimbursement, or payment obligations. The Franchising Authority may use such funds to complete required work, reimburse costs incurred, satisfy unpaid obligations, or otherwise protect the public health, safety, and welfare.

If any portion of the security is drawn upon by the Franchising Authority, Grantee shall replenish the security to the required amount within thirty (30) days following written notice from the Franchising Authority.

The rights of the Franchising Authority with respect to the security are in addition to, and not in lieu of, any other rights or remedies available under this Agreement or applicable law. The maintenance of security shall not limit, waive, or modify any obligation of Grantee under this Agreement.

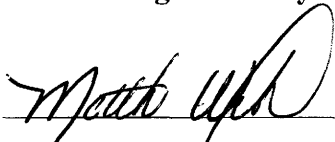
9.11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located within Morgan County, the State of Utah, or if federal jurisdiction applies, in the federal district court serving Morgan County.

9.12. Cumulative Remedies. The rights and remedies of the Franchising Authority provided in this Agreement are cumulative and shall not be deemed exclusive of any other rights or remedies available at law, in equity, or under applicable ordinance.

9.13. Survival. The provisions relating to indemnification, insurance, warranties, restoration obligations, abandoned facilities, audits, franchise fee obligations, and any other provisions which by their nature are intended to survive shall survive the expiration, termination, or nonrenewal of this Agreement.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: 

Name: Matthew Wilson

Title: Morgan County Commission Chair

Date: 9/15/2026

For Comcast Cable Communications Management, LLC.:

By: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT A”

SEE “EXHIBIT B” FOR PLAT

NW 1/4 Section 31, T4N, R3E, SLBM
Morgan County, Utah
(PIDN: 00-0005-2363)

PERMANENT EASEMENT

A PARCEL OF LAND, SITUATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 3 EAST, SALT LAKE BASE MERIDIAN, MORGAN COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 31, T 4 N, R 3 E, S.L.B.M., A FOUND ALUMINUM CAP; THENCE SOUTH 18° 44' 59" EAST A DISTANCE OF 1953.59 FEET TO THE NORTHERLY LINE OF ROUND VALLEY ROAD AND THE SOUTHEASTERLY CORNER OF A PERMANENT EASEMENT FOR THE COMO SPRINGS. FACILITY AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID EASEMENT THE FOLLOWING (6) SIX COURSES:

1. ALONG A 303.50 FOOT RADIUS CURVE TO THE LEFT 73.25 FEET, ALONG SAID ROUND VALLEY ROAD, HAVING A DELTA ANGLE OF 13° 49' 41" AND CHORD BEARS SOUTH 47° 18' 26" WEST A DISTANCE OF 73.07 FEET;
- 2., ALONG A 279.00 FOOT RADIUS CURVE TO THE RIGHT 47.41 FEET, ALONG SAID ROUND VALLEY ROAD, HAVING A DELTA ANGLE OF 9° 44' 07" AND CHORD BEARS SOUTH 45° 15' 39" WEST A DISTANCE OF 47.35 FEET;
3. NORTH 52° 29' 54" WEST, ALONG THE EASTERLY LINE OF THE NEXTEL WEST CORP PARCEL, A DISTANCE OF 122.74 FEET, TO THE SOUTHERLY LINE OF THE HOLLY PIPELINE EASEMENT;
4. NORTH 72° 46' 28" EAST, ALONG SAID HOLLY PIPELINE EASEMENT, A DISTANCE OF 17.25 FEET;
5. NORTH 63° 17' 13" EAST, ALONG SAID HOLLY PIPELINE EASEMENT, A DISTANCE OF 115.93 FEET;
6. SOUTH 52° 49' 14" EAST A DISTANCE OF 81.19 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE TOTAL AREA OF A GAS FACILITY PERMANENT EASEMENT ACROSS PARCEL 00-0005-2363, AS DESCRIBED ABOVE IS 0.27 ACRES MORE OR LESS.

BASIS OF BEARING IS SOUTH 00° 14' 49" EAST A DISTANCE OF 5280.92 FEET BETWEEN FOUND ALUMINUM CAP MONUMENTS MARKING THE NORTHWEST AND SOUTHWEST CORNERS OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 3 EAST, SALT LAKE BASE MERIDIAN.

NOTES:

1. This exhibit A was prepared without a current title commitment; therefore, Cook Surveying & Associates has researched or has shown other easements, rights-of-way, variances and / or agreements of record except shown hereon.
2. Bearings and distances measured are based on GPS observations using the NAD 83 Utah North Zone ensures that survey control, easements, and mapping projects are tied to a consistent, recognized coordinate framework. This minimizes distortion over the project area and provides compatibility with county, state, and federal mapping standards.
3. Distances shown hereon are measured in US Survey feet.

