



COUNTY
COMMISSION
MEETING
PACKET
5 PM

May 3rd Tues.

2022

WORK SESSION AT 4 PM

COMMUNITY PACKET



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 on

MORGAN COUNTY COMMISSION MEETING AGENDA

May 3rd, 2022

Commencing at 4:00 pm

4:00 WORK SESSION

Policy and Procedure: Pay Policy & Employment Policy

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

1. Welcome
2. Invocation and/or Moment of Reflection
3. Pledge of Allegiance

B) Consent Items-

1. Approval of April 19th, 2022 Meeting Minutes
2. Attorney Garrett Smith – Approval of transfer of lease at the airport
3. Commissioner McConnell/Bill Coutts – Approval to enroll in “Flip the Strip” state program

C) Commissioner Declarations of Conflict of Interest

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

E) Presentations

- a. Buster Delmonte: 9Line Planning Efforts and Update
- b. Attorney Garrett Smith: Clarification on which Committees need to post their agendas and minutes to the County Website and Public meeting Site.

F) Public Hearing 6 pm

Discussion/Public Hearing/Decision: Leslie Hyde – County Clerk/Auditor

1. Budget Hearing – Amendment of Morgan County’s 2022 Budget
 - Request for a motion to adjourn public meeting and convene public hearing
 - Public Comments (please limit comments to 3 minutes)
 - Request for motion to adjourn public hearing and reconvene public meeting
- a. **Action:** Approval of Resolution amending the Morgan County’s 2022 Budget

G) Action Items –

1. **Leslie Hyde** – Discussion/Decision
 - a. Approval of Ordinance for Tax Sale Procedure
2. **Laura Blackett** – Discussion/Decision
 - a. Morgan High Cheerleaders
3. **Jason Morgan** – Discussion/Decision
 - a. Morgan Conservation District: Donation for the Bag of Woad Program
 - b. Dumpster Fees for Bag of Woad
 - c. Waive Fairground Fees for Morgan Baby Animal Days

4. **Commissioner Matt Wilson** - Discussion/Decision
 - a. Fire/EMS remodel
5. **Rachel Turk** – Discussion/Decision
 - a. Presentation and Approval of the 2021 Annual Report for the Morgan County Historical Society & Preservation Commission
6. **DeVan Carter** - Discussion/Decision - Fair
 - a. Request to allow a Beer Garden at the County Fair 2022
 - b. Resolution for the temporary allowance of alcohol on County Property
7. **Lance Evans** – Discussion /Decision
 - a. A proposal final plat subdivision for Canyon View Commercial West consisting of 9 lots on 19.86 acres. Located approximately at 5800 W Old Highway Rd in Mountain Green.
8. **Lance Evans** - Discussion /Decision
 - a. Review of an agreement between Morgan County, UDOT and the Developer of Canyon View Commercial West Subdivision for traffic improvements on Old Highway Road that will be required for full build out of the subdivision
9. **Lance Evans** - Discussion /Decision
 - a. Review of an agreement between Morgan County and Citi Design LLC, for planning services.
10. **Commissioner Jared Anderson** – Discussion/Decision
 - a. Morgan County Local Transportation Corridor Preservation Fund Application
11. **Commissioner Fackrell** - Discussion/Decision
 - a. Ratify the VistaWorks Contract
12. **Commissioner Jared Anderson** - Discussion/Decision
 - a. Transportation Funding Local Option Sales Tax 59-12-2217 and 59-12-2219

Commissioner Comments

- Commissioner Blaine Fackrell
- Commissioner Robert McConnell
- Commissioner Mike Newton
- Commissioner Jared Anderson
- Commissioner Matt Wilson

H) Adjourn –

Note: The Commission may vote to discuss certain matters in Closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205.

CERTIFICATE OF POSTING

The undersigned does hereby certify that the above notice and agenda were reposted as required by law this 28th day of April, 2022.

Julie Rees

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Julie Rees at 801-845-4013 at least 24 prior to this meeting. This meeting is streamed live.



2022

WORK SESSION



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22

Time Requested: _____

Name: HR/Julie Rees

Phone: _____

Address: WORK SESSION PAY & EMPLOYEE POLICIES

Email: _____

Fax: _____

Associated County Department: Human Resources

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Go over the revised Pay Policy from last Work Session and make any final changes to ratify at the next meeting.

Look over the Employee Policy to advise on changes to that need to be made.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

W

Reorganized
& added more New

Red highlighting means that words have been added to the handbook to clarify meaning or directions.
Purple means words have been corrected or approved by Commissioners.
Black means they are in the handbook at present.
Green – something has been removed.

Section G: PAY POLICIES

The County Commission reviews compensation levels for all Elected Officials yearly.

I. PURPOSE

This policy identifies and provides for the uniform and consistent application of pay practices while remaining flexible in meeting diverse County needs.

II. POLICY

The Morgan County Commission shall be responsible for the development and maintenance of a uniform and equitable pay plan which shall consist, for each class of positions, of minimum and maximum rates of pay.

III. PROCEDURES

A. RESPONSIBILITY

1. Department Directors and Elected Officials or their designees are responsible for consulting with the County Commission and Human Resources regarding pay adjustments that are not in alignment with the approved budget.
2. Department Heads, Elected Officials or their designees are responsible for notifying employees of final pay adjustments.
3. Upon request, the County Commission or Human Resources may obtain a salary survey of positions in the surrounding area. The County Commission shall then develop preliminary salary recommendations.
4. All new employee pay or changes in current employee pay shall be evaluated based on the pay range, internal pay equity, and a competitive external market rate.
5. New employee pay shall not exceed ten percent (10%) above the minimum rate of pay without Commission approval. Approval needed though the Pay Adjustment Process below.
6. Base pay shall never exceed the maximum of the grade.

B. PAY POLICY

- a. All employees are paid every two weeks.
- b. If the regularly scheduled payday falls on a holiday, employees will receive payment on the last day of work before the regularly schedule payday.
- c. Employees who employment begins during a pay period will be paid on the next schedule pay period.

C. PAYROLL PROCEDURES

- **Pay Period.**
A pay period consists of fourteen (14) days beginning at midnight on Sunday and ending thirteen days later at Midnight on Saturday.
- **Paycheck Distribution.**
Paychecks are direct deposit only and are accessible through the employees' bank account on payday Thursday.
- **Early Checks.**
The County will not release or direct deposit employee's paychecks before the announced schedule.
- **Paycheck Error.**
An employee who believes a mistake has been made on his or her paycheck should inform the County Auditor immediately.
The County Auditor's office will investigate and make any corrections within three (3) working days.
If the error is minor, the correction may be carried over to the next period with notice to the employee.
- **Garnishment.**
An employee whose wages are garnished or assigned will be notified by the County Auditor upon receipt of the assignment. If more than three (3) assignments are received and depending upon the circumstances of the case, the employee may be subject to corrective action as permitted by State law. Copy(s) of garnishment shall be placed in the employee's personnel file.

D. SALARY RANGE CRITERIA

1. Salary ranges shall be linked directly to the position classification plan and shall be determined with due regard to the following considerations:
 - a. Pay Range
 - b. Pay Ranges in other classes/Internal Pay Equity
 - c. Range of pay for similar employment
 - d. Cost-of-living considerations
 - e. Other benefits received by employees
 - f. The financial policy and economic conditions of the County/
Competitive External Market Rate.

E. PAY COMPENSATION & RAISES

County employees are compensated pursuant to a compensation step and grade plan based upon similarity of duties performed and responsibilities assumed.

Through the step and grade plan, the County strives to compensate positions in the same class equitably based upon the qualifications required and the responsibility and difficulty of the work.

The County seeks to maintain a high-quality public workforce by considering the comparative pay and benefits needed to compete in the labor market and stay in proper alignment with other similar governmental units.

The Morgan County Commission makes all compensation decisions consistent with the public trust inherent in administering the County budget.

F. PAY ADJUSTMENTS

- a. To request a pay adjustment for an employee or employees, the Department Head or Elected Official must prepare information to start the request process. **The Department Head makes the request for the pay adjustment and signs the pay adjustment form filled out by Human Resources.**
- b. **They will include a memo to provide justification and explanation why the adjustment is warranted.** Requests and justifications shall be written.
- c. **And they will include an explanation of budget availability on the approved budget form.**
- d. **They will present these 2 documents to the Human Resources Manager. Human Resources makes sure policy is being followed.**
- e. **Human Resources will fill out a Pay Adjustment Request Form and include with the memo and budget form to move on to the next step in the approval process, and signs the form.**
- f. **The Clerk Auditor examines the budget to acknowledge there are available funds in the department budget for the adjustment, and signs the form.**
- g. **The Commission Chair signs acknowledging proper steps have been followed and the adjustment is approved. (Robert)**
 - **Four signatures are required on the Pay Adjustment Request Form to approve a change to employee pay or to change the starting pay of any new hire. These four signatures will be necessary to approve the adjustment.**
#1 Department Head, #2 Human Resources Manager, #3 Clerk Auditor, #4 Commission Chair.
- h. A salary adjustment may be made for special conditions relating to an employee's education, experience and an evaluation of the employee's overall situation.
- i. Technical adjustments shall not affect an employee's eligibility for a merit increase.
- j. Adjustments shall not exceed the salary range established for the position.

G. INITIAL GRADE & STEP ASSIGNMENT

- Employees' compensation is determined by their grade and step assignment.
- An employee's placement on the grade and step chart is determined by the Human Resources Manager in consultation with the employee's Department Head based upon the employee's qualifications.
- Typically, new employees are placed at the beginning step of the appropriate grade. However, on rare occasions exceptions may occur:
If the employee exceeds the minimum qualifications and is expected to perform at a level equal to that of other individuals paid at a higher step.

H. IN-GRADE ADVANCEMENT

1. In-grade advancements provide an increase in base pay within a grade when an employee has demonstrated new skills, knowledge or competencies related to their position.
2. Qualifying criteria shall be outlined and pre-approved in an in-grade advancement plan. This is a movement within a grade that does not require a vacant position.
3. In-grade advancement plans shall describe how higher-level skills, knowledge or competencies will be achieved and provide an explanation of how the plan will meet or further department objectives.
4. In-grade advancement plans shall be approved by the Department Head or Elected Official and the County Commission Chair.
5. A current job description shall accompany the in-grade advancement plan.
6. **Employees are not eligible for an in-grade advancement if they receive an overall score of less than satisfactory in their most recent annual performance appraisal.**
7. In-grade advancements are based on the following criteria:
 - a. Employees consistently demonstrate increased/new proficiencies and competencies gained through the successful performance of complex and significant projects, assignments and responsibilities related to the current position as approved in the in-grade advancement plan.
 - b. Employees demonstrate a significantly higher level of knowledge and skill in areas directly related to the current position and/or department objectives (which may be a result of obtaining certain certifications).
 - c. Time in the job in and of itself does not qualify for an in grade advancement.
 - d. Before In grade advancement increases are given to an employee, budget funds must be verified by the Clerk/Auditor and approved in writing by County Commission.
8. Additional education, certifications, or licenses not directly related to the

position or department objectives do not qualify for an In Grade Advancement.

I. ANNUAL INCREASES

1. When budget funds are available, the County Commission may approve funding for an annual merit increase. If approved by the County Commission, employees who have satisfactory performance and who have been employed with the County for more than 3 months, may receive an annual increase, subject to the recommendation of the elected official or department head.
2. This annual increase is subject to change at the discretion of the County Commission and is in no way guaranteed.
3. Employees who have reached the top of their pay grade may receive a lump sum payment in lieu of a merit increase.

J. EXTRA MERITORIOUS INCREASES

1. An increase granted to an employee for exceptional employee work performance, an increase in duties, or to correct an inequity in pay, shall be approved by the County Commission. (Not to exceed 5% has been removed)
2. This increase shall be requested in writing by the Department Head or Elected Official to the County Commission.
3. Extra meritorious increases will only be granted with the approval the County Commission.

K. ACTING IN-ASSIGNMENT COMPENSATION

1. An employee may be temporarily assigned to an allocated, higher-paid position upon approval by the County Commission and Human Resources.
2. A department placing an employee in an "acting in" assignment provides the employee with a written agreement outlining the requirements of the position.
3. The department and employee agreement shall contain the following information.
 - a. Title of the position
 - b. The effective date of the assignment
 - c. The length of the appointment
 - i. Acting in assignments are generally six months or less and may not be retroactive for a period greater than 30 calendar days.
 - ii. Requests for acting in extensions beyond the six months shall be, made by the Department Head or Elected Official and approved by the County Commission.
 - d. Duties and responsibilities of the new assignment; and
 - e. The employee's pay while acting in.

4. An employee's pay while acting in shall be increased to at least the minimum of the acting in grade. The actual amount of pay shall be based upon the pay range, internal pay equity and a competitive external market rate.
5. The employee's position and grade shall not change during an acting in-assignment.
6. The employee's pay returns to the prior rate of pay upon completion of the assignment. If the employee becomes eligible for a career progression or in-grade advancement while in the acting in position, the employee receives the corresponding pay adjustment.
7. Employees shall meet the minimum qualifications of the acting in position.

L. BONUS AWARDS

1. A Department Head or Elected Official may give a discretionary bonus award to an employee for outstanding performance, based on budget availability. The award may be in the form of cash or paid administrative leave. The department shall keep a record of the outstanding performance being awarded and ensure that similar outstanding performance is being awarded equitably.
2. A bonus **award in the form of cash must be approved by the County Commission. (Leave or Take Out)**
3. A bonus award in the form of paid leave may **not exceed five working (change or keep) days in aggregate over a calendar year and must be approved by Human Resources.**
4. **Employees are not eligible for bonus awards if they received an overall score of less than satisfactory in their most recent annual performance appraisal. ??????**

M. ON-CALL PAY for employees not engaged in “Public Safety” activities:

Full-time employees that are not engaged in “public safety” activities but are required to be on-call shall receive on-call pay for each day that they are required to be on-call. For full-time County Employees that are engaged in snow removal activities, that on-call period may range from November 1 of each year to March 31st of the following years. On-call assignments may rotate among those employees based on County needs. CR-09-02.

Note: The Morgan County Commission may alter pay rates or compensation methods at any time at its discretion.

N. TEMPORARY EMPLOYEE COMPENSATION

1. Temporary Employees are paid on an hourly basis and within the pay range established by **Human Resources** for the position.
2. Temporary Employee may be granted pay increase based on the budget availability in consultation with **Human Resources**.
3. Temporary Employees are eligible for Bonus Awards.

G-SECTION: EMPLOYMENT & SALARY POLICY

✓ G.1: EMPLOYMENT-AT-WILL

Nothing contained in this handbook should be construed as a contract of employment or guarantee of a job. It is not Morgan County's intention to guarantee anyone a job or to create an expressed or implied contract of employment.

Employment is voluntary for both employees and Morgan County. Morgan County may end employment without notice, at any time and for any reason, with or without cause.

Employees, likewise, may terminate employment at any time for any reason.

✓ G.2: EMPLOYMENT CLASSIFICATIONS

Classification are important in determining eligibility for various benefits and overtime, and to clarify employment status. Each employee is designated as either Non-Exempt or Exempt as defined by the Fair Labor Standards Act (FLSA) and applicable regulations.

Non-Exempt employees' pay is determined based on actual hours worked; these employees are entitled to overtime pay and other provisions under specific Federal and State laws.

Exempt employees hold positions that meet specific tests established by the FLSA; these employees are excluded from FLSA provisions and overtime pay.

The following are general employee classifications:

Regular Employees:

Regular employees are those who are hired to work on a regular schedule.

Regular employees may be classified as Full-Time or Part-Time.

Full-Time Employees:

Full-Time employees are those who are normally scheduled to work and who do work a schedule of 40 hours or more during a normal workweek.

Following the completion of training and applicable waiting periods, regular full-time employees are eligible for most employees benefits.

Part-Time Employees:

Part-Time employees are those who normally are scheduled to work 29 hours or less.

Part-Time employees may be assigned a work schedule in advance or may work on an as-needed basis.

Part-Time employees are not eligible for employee benefits, except where mandated by applicable law.

Temporary Seasonal Employees:

Temporary employees are employed for short-term assignments or interim replacements, to temporarily supplement the workforce, or to assist in the completion of a specific project.

Employment assignments in this category are of limited duration.

Short-Term assignments are generally periods of six months or less; however, such assignments may be extended.

Temporary employees are not eligible for employee benefits, except where mandated by applicable law.

Temporary employees are paid on an hourly basis and within the pay range established for the position.

Temporary employees may be granted pay increases based on budget availability and in consultation with the County Commission.

Temporary employees are eligible for bonus awards.

Independent Contractors:

Outside contractors are hired to perform a specific service or project, and are not considered employees of Morgan County.

Employees are further assigned functional job titles to assist in work assignments, job descriptions, and communications.

✓ **G.4: WORK SCHEDULES & HOURS**

Each department schedules hours to accommodate the requirements of its functions. General office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Other work schedules and shifts may operate based on various departmental and Morgan County needs. All work schedules are subject to change.

Flexible work schedules may be available from time to time temporarily when the needs of the department warrant such an arrangement. Flexible schedules need to be pre-arranged and approved by the Department Head/Elected Official or supervisor prior to its start.

✓ **G.5: BREAKS & MEAL PERIODS**

Employees who work eight-hours or more are eligible for two 15-minutes rest periods for which they are compensated.

Break periods can't be used to extend an employee's lunch break or shorten an employee's work hours by coming in late or leaving early.

Employees should report to work at the beginning of their scheduled start time and return to their work areas promptly after all breaks and meal periods.

Each department's Department Head/Elected official or supervisor establishes break and meal period times.

Employees working more than six hours in a day are allowed a meal period of at least 30 minutes, depending on department policy and work requirements.

Department Head/Elected Official or supervisor in each department schedules rest and meal periods for their employees.

Employees are relieved of all active responsibilities and duties during meal periods and are not compensated for that time.

✓ **G.6: RECORDED TIME WORKED**

Recording time worked is the responsibility of every Non-exempt employee. Federal and Statelaws require Morgan County to keep accurate records of time worked in order to calculate employee pay and benefits. Time worked consists of all the time actually spent on the job performing assigned duties.

Hours worked must be recorded accurately at the time employees start and stop working, including lunch breaks. Authorized rest periods are considered as time worked, for pay

purposes, and should not be recorded. Time will be adjusted for employees who clock-in early for arrivals and breaks. All overtime hours must have prior Department Head/Elected Official or supervisor approval.

Altering, falsifying, or tampering with time records are strictly prohibited. Hourly employees are not to perform work off the clock. Department Head/Elected Official or supervisor are permitted to make written or computer edits to timesheets.

Payroll Procedures:

Employees are paid by direct deposit, into the financial institution of their choice every two (2) weeks according to the amount of compensation set by the County.

- A. Pay Period. A pay period consists of fourteen (14) days beginning at midnight on Sunday and ending thirteen (13) days later at midnight on Saturday.
- B. Paycheck Distribution. Paychecks are direct deposit only and are accessible through the employees' bank account on payday Fridays.
- C. Early Checks. The County will not release or direct deposit employee paychecks before the announced schedule.
- D. Paycheck Error. An employee who believes a mistake has been made on his or her paycheck should inform the County Auditor immediately. The County Auditor's office will investigate and make any corrections within three (3) working days. If the error is minor, the correction may be carried over to the next pay period with notice to the employee.
- E. Garnishment. An employee whose wages are garnished or assigned will be notified by the County Auditor upon receipt of the assignment. If more than three (3) assignments are received and depending upon the circumstances of the case, the employee may be subject to corrective action as permitted by state law. Copy (s) of garnishment shall be placed in the employee's personnel file.

Time Records:

The County Auditor will keep records of hours worked. Non-exempt employees are required to record actual time worked and use of accrued leave time on official time record forms. Exempt employees are not required to record actual time worked but must account for daily attendance and record accrued leave days utilized. Care should be taken to ensure that time records are completed accurately. Alteration or falsification of any time record is subject to corrective action up to and including termination.

Only the approved timesheet should be used by all employees. Timesheets must be properly completed, signed by the Department Head/Elected Official, or supervisor, and submitted to the County Auditor on time.

Guidelines:

1. Non-exempt Employee Time Records. Non-exempt employees must complete daily time records. These records of actual hours worked will be signed and submitted to the Department Head/Elected Official, or supervisor on a bi-weekly basis. Vacation leave, sick leave and compensatory time are recorded but are not designated as

“hours worked”.

- A. Required Information. The daily time record for Non-exempt employees will include the following information:
 - I. Hours in and hours out
 - II. Total hours worked daily
 - III. Use of accrued leave
 - IV. Unpaid absences
 - V. Employee's and Department Head/Elected Official, or supervisor's signature
 - VI. Other information as needed.
2. “Rounding Off” Hours. Hours recorded will be rounded to the nearest quarter-hour.
3. Supervisor and Department Head/Elected Official Responsibility. Department Head/Elected Official will be accountable for:
 - I. Reviewing and resolving any discrepancies on the time record;
 - II. Reviewing paid absences, (e.g., holidays, vacation, sick, funeral, or jury leave) as appropriate;
 - III. Reviewing unpaid time-off;
 - IV. Verifying authorized overtime/compensatory time;
 - V. Verifying time records for absent employees; and
 - VI. Signing the time record and submitting it to the County Auditor for processing.
 - A. Assigned Work Times. Non-exempt employees must comply with assigned starting and ending work times, as determined by their Department Head/Elected Official or supervisor, in accordance with the County's generally accepted working hours and customer service needs.
 - B. Employees may not sign in or start work before their assigned work hours.
 - C. Employees may not continue to work or sign-out beyond their assigned stopping times.
 - D. Employees must take their assigned lunch breaks.
 - E. Department Head/Elected Official or supervisor must approve any changes in employees assigned starting and ending hours.
4. Time Record Falsification. Completing another employee's time record or misrepresenting or altering information on a time record violates County policy and will subject an employee to corrective action, including termination.
5. Corrections to Time Records. If corrections or changes are made to a time record, both the employee and the Department Head/Elected Official or supervisor must verify the change by signing the time record.
6. Exempt Employees. Executives, professional employees, and certain administrative

and computer personnel who qualify for exempt status under the Fair Labor Standards Act should comply with the following time record procedures:

- A. No Daily Work Record. Exempt employees are required to monitor leave and submit a form indicating monitored leave time.
- B. Weekly Leave Record. The use of all hours of paid annual or sick leave should be tracked and submitted to the County Auditor bi-weekly.
- C. No Overtime. Exempt employees are not eligible to be paid overtime or compensatory time for work performed beyond a forty-hour workweek.
- D. Corrective Action. Exempt employees who abuse their exempt status and are excessively late or frequently leave early will be subject to corrective action.
- E. Salary Deductions. Salary deductions may be made for Exempt employees if the employee is absent for personal reasons or because of illness or injury if he/she has yet to qualify for the leave plan or has exhausted his or her leave allowance.

✓ G. OVERTIME

Normal workweek and hours may differ by department. From time to time, circumstances may require that the employee work in excess of forty (40) hours during the workweek. Employees are expected to coordinate with their Department Head/Elected Official or supervisor to anticipate workloads and to schedule appropriate work periods for completing assignments.

Each Non-exempt employee will be paid time-and-a-half (1-1/2 times the regular wage rate) for hours worked in excess of forty (40) hours per week. When possible, overtime may be on a voluntary basis, and employees will be given as much prior notice as possible. However, at the Department Head/Elected Official or supervisor's discretion, overtime may be mandatory during busy work periods. All overtime must have advance Department Head/Elected Official, or supervisor approval.

As required by law, overtime pay is based on actual hours worked. Time taken for sick leave, vacation, holiday, or any other leave of absence will not be part of the hours worked when overtime is calculated. The workweek for payroll purposes is Sunday through Saturday.

No Overtime Pay for Exempt Employees. Employees exempt from the Fair Labor Standards Act's overtime requirements (managers, professionals, etc.) are not eligible to receive overtime pay.

Department Head/Elected Official or supervisor is responsible for ensuring that appropriate controls are established to prevent unauthorized overtime and unnecessary or excessive overtime. Department Head/Elected Official or supervisor is responsible for effectively managing their resources "employees" to minimize the need for overtime and to ensure department costs remain within budget.

- A. For employees engaged in Law Enforcement "public safety" activities in Departments having five (5) or more employees, overtime pay would apply for over one hundred seventy-one (171) hours worked in a work period consisting of twenty-eight (28) consecutive days and shall be compensated at the rate of

one and one-half (1-1/2) times the regular hourly rate of the employee. Following this requirement, overtime pay would apply for over eighty-six (86) hours worked in a work period consisting of fourteen (14) consecutive days and for over forty-three (43) hours worked in a work period consisting of seven (7) consecutive days.

- B. For Employees engaged in Fire Protection “public safety” activities in Departments having five (5) or more employees, overtime pay would apply for over two hundred twelve (212) hours worked in a work period consisting of twenty-eight (28) consecutive days and shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate of the employee. Following this requirement, overtime pay would apply for over one hundred six (106) hours worked in a work period consisting of fourteen (14) consecutive days and for over fifty-three (53) hours worked in a work period consisting of seven (7) consecutive days.
- C. For employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments, with less than five (5) employees; the FLSA does not apply and, therefore, overtime pay shall not be paid for any hours worked in any work period.
- D. For employees not engaged in “public safety” activities; overtime pay would apply for over forty (40) hours worked in a workweek, and shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate of the employee.
- E. Holidays, vacation days, and/or sick days do not constitute hours worked in determining whether overtime must be paid. If an employee works on a holiday because of an emergency situation, they will:
 - 1. Receive regular straight-time pay for the time worked, plus holiday pay.
 - 2. Or, with approval of the Department Head/Elected Official, or supervisor, be allowed to take the holiday off at a later date.
- F. Overtime shall be approved by the Department Head/Elected Official, or supervisor, in writing before work, except for “public safety” activities, such as Law Enforcement Officers and Firefighters. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.
 - 1. “Public safety” activities, such as Law Enforcement Officers and Firefighters, may work overtime without prior authorization only in emergency situations.
 - 2. “Public safety” activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations, shall notify the Sheriff or Chief Deputy/Fire Chief as soon as possible with the overtime worked.

✓ **G.10: COMPENSATORY TIME-OFF**

It is the policy of the County to discourage Department Head/Elected Official or supervisor from having employees work overtime except in extreme circumstances where overtime is necessary to complete an important task or assignment. All overtime must be approved by the Department Head/Elected Official or supervisor in advance. The County complies with the

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Fair Labor Standards Act (FLSA) regarding minimum wage and overtime compensation. Unless otherwise specified, the County compensates those employees covered by the FLSA who are not exempt from its provisions by awarding compensatory time off in lieu of monetary overtime compensation at a rate of one and one-half hours of compensatory time for each hour of overtime worked

An employee with accrued compensatory time may take time off to use the compensatory time within a reasonable time after making a request so long as the time off is not unduly disruptive to the operations of the employee's department/Office. The County encourages employees to use compensatory time within a reasonable time after accruing it. Accrued compensatory time must be used before using accrued vacation time. In order to keep accrued compensatory time to a minimum, the employee may be directed to use accrued compensatory time at the discretion of the Department Head/Elected Official or County Commission (i.e. without a request by the employee).

Eligible employees may elect to receive compensatory time off in lieu of overtime payment incash. Employees desiring to obtain compensatory time off in lieu of overtime payment in cashshall file an Overtime Compensation Election Form with the County prior to performance of work eligible for compensatory time.

- Exempt employees are not eligible for overtime under FLSA and therefore are noteligible for compensatory time.
 - Accrued compensatory time must be used or paid prior to the end of the fiscal year in which it was earned. In limited circumstances, due to scheduling or business necessity,the Department Head/Elected Official or supervisor may approve the carryover of accrued compensatory time for a period not to exceed four (4) months.
 - Payment of Compensatory Time. Payment of compensatory time off shall be paid at theemployee's regular rate of pay at the time the employee receives such payment.
 - Rights Reserved. The County reserves the right to decline a request for compensatory time and instead pay any employee overtime compensation in cash in lieu of providingcompensatory time off for any workweek or work period or for any accrued compensatory time. Employees shall be compensated for unused and accrued compensatory time in accordance with the provisions of the Fair Labor Standards Act.
1. Compensatory time off will be accumulated at the overtime rate of one and one-half (1-1/2) hours for every hour worked, for all overtime hours worked.
 2. Part-time employees do not qualify for compensatory time.
 3. The maximum amount of compensatory time an employee may accrue is 24 hours. Employees who accrue more than 24 hours of compensatory time will be paid overtime atthe rate of one and one-half times their regular hourly rate for each hour of overtime worked
 4. Upon terminating employment, employees will be paid for unused compensatory time. The rate of pay will be the employee's current rate of pay or the average regular rate received by the employee during the last three years of employment, whichever is greater.

G.11: OUTSIDE EMPLOYMENT

In most instances' employees are allowed to simultaneously work for Morgan County and another organization, provided they are able to satisfactorily perform their job responsibilities, and their outside work does not interfere with their work schedule or create other conflicts of interest (e.g. working for another government agency, or benefiting Morgan County contacts or purchasing arrangements, is immoral or unethical, etc.). Outside employment will not be allowed to interfere with employee efficiency or safety on the job.

G.12: NURSING MOTHERS

An employee who is a nursing mother may, at her discretion, for the first year of the newborn's life, take breaks in addition to and including those defined above to express breast milk. All breaks are to be reasonable in length and will be unpaid unless taken in conjunction with one of the normal rest periods. A secure, private location will be made available for use by nursing mothers for the purpose of expressing breast milk.

✓ G.13: PERSONNEL RECORDS

Personnel records are maintained on every employee and are considered important documents. Morgan County strives to keep these records as confidential as possible, allowing access only on a need-to-know basis. These records are Morgan County property. Employees may inspect certain documents in the presence of a Morgan County Department Head/Elected Official or supervisor at a mutually convenient time, during regular business hours. No copies of documents in an employee's file may be made without authorization from Human Resources and the County Commission Chairperson or designee of Morgan County.

Morgan County restricts disclosure of information contained in employee personnel files to unauthorized individuals within or outside of Morgan County. Any request for information from personnel files must be directed to the County Auditor. Morgan County cooperates with authorized law enforcement, federal agencies conducting official investigations, and otherwise legally required requests for information.

A County employee's personnel records may contain:

1. Employment applications and eligibility certificates;
2. Transcripts of academic preparation;
3. Commendations;
4. Disciplinary actions;
5. Performance evaluations;
6. Compensation and benefit information;
7. Work history information such as promotions, transfers, reassignments, or layoffs;
8. Other information relevant to the individual's employment with the County.

Before a disciplinary document is placed in an employee's file, the employee should be given the opportunity to review and sign the document and acknowledge receipt of a copy.

Photocopies will be made by the Department Head/Elected Official, supervisor or County Auditor upon written request of the employee and given to the employee only.

§

✓ G.14: **EMPLOYEE VERIFICATION & REFERENCES**

Employment Verification: All requests for employment verification must be directed to the County Auditor.

As a general rule, Morgan County's policy regarding verification of employment is to disclose only:

- A. employees name
- B. dates of employment
- C. positions held
- D. Salary range

With written authorization from the employee, Morgan County will provide additional information on the amount of salary or wage last earned.

Reference Requests should be directed to an Elected Official, County Commission member or designee who had actual knowledge of the employee's work habits and status during their time of employment with Morgan County. No other individual or employee is authorized to release references for current or former employees.

✓ G.15: **PERFORMANCE EVALUATIONS & APPRAISALS**

Work performance will be reviewed periodically with consideration given to performance, attitude, and the employee's ability to meet the expectations of the job. Department Head/Elected Official or supervisor evaluates work quality and results providing feedback as to where and how improvements can be made. Employees are encouraged to make suggestions whereby Morgan County may assist with their particular job assignment and also suggestions to improve Morgan County's efficiency and operations. The frequency of performance evaluations may vary depending upon the length of service, job position, changes in job duties, past performance, or recurring performance problems.

Performance reviews provide valuable information that may be used when considering employees for additional responsibilities, promotions, pay increases and transfers.

In-house Recruitment- Any County employee may apply for an open position by filing an application with the posted department. The in-house recruitment period may run simultaneously with the open recruitment period. All active position postings will be placed on the County's website.

✓ G.16: **TERMINATION OF EMPLOYMENT**

Employees are required to return all Morgan County property prior to their termination date. Employees may be terminated at the option of Morgan County with no further obligation other than to pay wages due and owing at the time of termination.

Arrangements will be made for the distribution of any paychecks which may be due to the employee, including pay for any hours worked but not paid; pay for unused, accrued vacation leave (if applicable).

An employee's employment with the County may terminate in different ways:

1. **Resignation**. Employees may resign at any time. However, as a courtesy, the County requests that employees give two weeks written notice so that the County has time to prepare final paperwork and arrange to assure minimal disruption to County work.

Retirement:

Employees who desire retirement should notify Morgan County and URS (where applicable) three (3) months in advance.

An employee should complete:

- Appropriate URS forms
 - Work with Department head/Elected Official or supervisor for the smooth transition of work
2. **De-facto Resignation**. Employees who are absent from work for two (2) consecutive days and are capable of providing notice to their Department Head/Elected Official or supervisor but fail to do so, are considered to have voluntarily resigned
 3. **Reduction in Force**. The purpose of this policy is to establish a uniform process for reducing the County's workforce due to a lack of funds, workload changes, organizational changes, or other conditions. This policy applies to all County employees
 4. **Termination**. Just as employees may terminate their employment at any time, the County may terminate the employment relationship at-will.

CONSENT ITEMS



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 on

MORGAN COUNTY COMMISSION MEETING MINTUES

April 19, 2022

Commencing at 4:00 pm

COMMISSION PRESENT:

Jared Anderson
Michael Newton
Blaine Fackrell
Robert McConnell
Matt Wilson

OTHERS PRESENT:

Debbie Sessions
Michelle Lyman
Tina Kelley
Trace Ward
Lisa Butikofer
Megan Wilkinson

OTHER STAFF PRESNET:

Garrett Smith, County Attorney
Julie Rees, Executive Assistant to Commission/HR
Lance Evans, Community Development Director
Gwen Rich, Elected Assessor
Austin Turner, Deputy Sheriff/Emergency Services
Leslie Hyde, County Clerk/Auditor
Lydia Hebdon, Recreation Director

4:00 WORK SESSION

- Employee & Pay Policy Revision - HR – Julie Rees
 - A discussion about changes that could be made to the Pay Policy to make clarifications and decisions that comply with the budgeting process of the county.
 - More discussion is needed.
 - Julie will work with Garrett to prepare a document to the Commission at the next meeting.

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

1. Welcome: Commissioner Newton
2. Invocation and/or Moment of Reflection: Commissioner Anderson
3. Pledge of Allegiance: Commissioner Anderson

B) Consent Items-

1. Approval of APRIL 5, 2022 meeting minutes

Commissioner Fackrell moved to approve the April 5th, 2022 Meeting Minutes with the approved corrections.

Seconded by Commissioner Wilson

The Vote was unanimous. The Motion Passed.

C) Commissioner Declarations of Conflict of Interest

None

D) Public Comments

Debbie Sessions: Revisit Fee Schedule. Farm Bureau has met for many years free of charge and this last meeting they were charged \$100.

Tina Kelley: We are hosting a Meet the Candidate night and we are paying the full fee. The other meeting coming up is asking for a fee waiver. Please show consideration.

E) Presentations

- **INTERNET PROVIDERS**

Liberty Broadband:

Mr. Zundell, Status Update – We are ahead of schedule and working out some of the normal kinks. There are 5 towers deployed and four more in the works – Clark will be done mid-May.

Beehive:

Greg Stevens, Head of Engineering. Two Phases: Phase One: Complete. 65 customers

Phase Two: Pulling Fiber all completed. May 4th is the scheduled completion Date. 6 Weeks for another project - splicing-should be able to accept customers sign ups in July.

F) Action Items –

1. Lydia Hebdon – Discussion/Decision – RECREATION REPORT

- a. Website Change proposal

Commissioner McConnell moved to approve the change to the Sportsman website program.

Seconded by Commissioner Fackrell.

The Vote was unanimous. The Motion Passed.

- b. New Sport added to Rec program – Signature needed – Adjustment to Budget will be in the positive

- c. Report on Hiring: Have not been able to hire Part Time Program Supervisor

- d. Lacey Full time Position – eventually

Lydia reported to the County Commission of changes to the Recreation Department.

The Website will be hosted by a new company. This new company will save the County thousands.

The Director has added 3 new programs to her department: Golf, Volleyball, Pickleball. The Commission asked Lydia to work with Leslie to create a budget adjustment for the new income and expenses for the new programs. Leslie will add this adjustment to the resolution she is presenting to the County Commission at an upcoming meeting.

Action Item: Lydia will work with Leslie to adjust the budget.

Lydia has not been able to hire an additional Program Supervisor and has been splitting some of her responsibilities up to the referees which has helped her out. She will continue to do this and she is hoping in the future the Commission might consider making Lacy's position full time instead of part time. She would like to make her assistant a full-time position when possible.

2. Commissioner Jared Anderson – Discussion/Decision RECREATION

- a. Park Master Plan

Discussion on the Park Master Plan and Engineering contract. Wasatch Civil was one of eight proposals selected to provide professional services for the County. Park improvements is part of their contract.

There is a total of \$44,000 available in park impact fees (\$22,000 each in the regional fund and community fund). These funds may be used to improve Morgan County Parks. There are some available funds that could be used from the special fund for tourism. Commissioner Fackrell recommended using \$5,000 from the tourism fund.

Action Item: Commissioner Anderson will email the commissioners to find out who should be invited to the initial stakeholder meeting.

Commissioner Anderson moved to approve the scope of work under the existing agreement with Wasatch Civil for time and material not to exceed the amount of \$25,500.00. With \$10,000 coming out of the Regional park Impact Fund and \$10,000 coming out of the Community Park Impact Fund and \$5,500 coming from the Tourism Fund.

Seconded by Commissioner Wilson

The Vote was unanimous. The Motion Passed.

Chair Newton had to leave for an emergency. He turned the meeting over to Commissioner Anderson.

3. Traca with Morgan Chamber – Discussion/Decision – FEE WIAVERS

- a. Fee Waiver and use of the County Courthouse on May 9th to host “Meet the Candidates Night”
- b. Fee Waiver and use of the fairgrounds on July 4th for the annual 4th of July event and for the July 3rd Golf Event.

Commissioner McConnell moved to approve the fees waivers requested by the Morgan Chamber with respect to the use of the County Courthouse May 9th for Meet the Candidates Night and use of the County Fairgrounds on July 4th.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Action Item: Commissioner McConnell asked that we look at coming up with an exception for non-profits and County sponsored events. This needs to be verified for bookings.

4. Morgan TTAB By-Laws – Discussion/Decision – TTAB

- a. Revised TTAB Bylaws – **Remove from Agenda**

5. Lance Evans – Discussion/Decision – PAY RANGE

- a. Modification of Planner 1 & 2 Pay Ranges

Director Evans asked for a modification to Planner 1 and 2 pay ranges. He has not been able to hire anyone for 6 months with the wage we are offering now. He asked to jump grade 14 to 16 and grade 15 to a 17. This would have helped in the hiring process if I could have offered this wage previously.

Commissioner McConnell moved to approve the Planning Commission’s request to make a pay plan adjustment and Reclassification/job title change for the Planner 1 and Planner 2. Planner 1 going from grade 14 to a grade 16, and Planner 2 going from a 15 to a grade 17.

Seconded by Commissioner Fackrell.

The Vote was unanimous. The Motion Passed.

6. Lance Evans – Discussion/Decision – PROPOSAL

- a. A Proposal - final Plat Subdivision of 31 lots for the Heights at Whisper Ridge.
Located approx. at 6300 Robinson lane, Mountain Green.

Zoning is R120. Northern ends with a cul-de-sac. Larger lots in the north. There are areas that are non-buildable and need to be further defined. There are areas that can have homes built safely according to the geological tests done. There is a future walkway planned and a family park. Fire Chief Brundel had some concerns and they are listed as conditions of approval. The Planning Commission has recommended for approval.

Commissioner McConnell moved to approve the proposed final plat for the Heights at Whisper Ridge Phase 2 Subdivision Final Plat application #21-065 allowing for 31 lots at the subdivision land located at approx. at 6300 Robinson lane, in unincorporated Morgan County based on the findings and the conditions listed in the staff report dated April 19, 2022.

***Seconded by Commissioner Wilson.
The Vote was unanimous. The Motion Passed.***

7. **HR Julie Rees – Discussion/Decision – NEW HOLIDAY**
a. State Holiday Modification/Addition

Commissioner Fackrell stated that when we changed to a 5-day work week, we stated that we would honor all of the State holidays.

***Commissioner Wilson moved to approve the Juneteenth, National Freedom Day, a holiday for our County employees.
Seconded by Commissioner McConnell.
The Vote was unanimous. The Motion Passed.***

8. **Commissioner Blaine Fackrell – Discussion/Decision – VISTA WORKS**
a. Ratify Vista Works contract.

County Attorney is working with VistaWorks to get the contract completed. There are still adjustments being made to clarify issues that VistaWorks has with the contract. There are issues with Copyright as stated in the contract.

***Commissioner McConnell moved to postpone approval of the VistaWorks contract to the next meeting or approval through email and then to be ratified at the next meeting.
Seconded by Commissioner Wilson.
The Vote was unanimous. The Motion Passed.***

9. **Commissioner Jared Anderson – Discussion/Decision – TRANSPORTATION PLANNING**
a. Approval of a Transportation Funding Local Option Sales Tax 59-12-2217 and 59-12-2219.

This Tax increase has been brought before the County Commission multiple times and discussed.

One quarter % for 59-12-2217 and an additional quarter % from 59-12-2219.

If voted in it could be enacted the 1st of the next quarter and we wouldn't receive any money from it until the fourth quarter of the year.

Commissioner Wilson personally feel that we are still needing more money for our roads. This tax would help the county take care of our needs and this tax is from those who come into our county from other counties.

Commissioner Fackrell agrees with sales tax but no more increase on property tax. This tax will help us to improve our whole county. Commissioner Fackrell shared many figures about taxes that we are receiving now and some that we could get in the future.

Commissioner McConnell shared that new taxes may be a deterrent to new businesses moving into Morgan County.

Commissioner Wilson Chair Newton should be involved in this decision. We should hold off on this decision.

Action Item: Commissioner Fackrell: will be looking into additional taxes, ex. Leasing Tax.

Commissioner Wilson moved to postpone the Transportation Funding Local Option Sales Tax 59-12-2217 and 59-12-2219 until May 3rd meeting for Mike Newton to be present.

***Seconded by Commissioner Fackrell.
The Vote was unanimous. The Motion Passed.***

10. **Commissioner Mike Newton – Discussion/Decision – MORGAN COUNTY FAIR**
a. Construction of Shade pavilion – Funding from Capital Improvement Fund
b. Rental of Tents for the fair 2022

Megan and Lisa from the Fair Board were present to answer questions.
Chair Newton had presented 3 bids to the Commission for the pavilion and 3 bids for the tent rentals.
A discussion was had over the bids and a decision was made to construct the pavilion and postpone the decision for

***Commissioner Wilson moved to approve ACS bid to construct a Pavilion at the Fairgrounds.
Seconded by Commissioner Fackrell.
The Vote was unanimous. The Motion Passed.***

***Commissioner McConnell moved to postpone the decision until May 3rd meeting to allow the fair board time to do additional research.
Seconded by Commissioner Fackrell.
The Vote was unanimous. The Motion Passed.***

G) Commissioner Comments

- **Commissioner Blaine Fackrell** Nothing at this time.
- **Commissioner Robert McConnell**
Old Highway needs: round about, crosswalk, light. He is not a fan of the light option. He is a fan of the roundabout or a crosswalk.
- **Commissioner Mike Newton**
Not present. Had to leave early for an emergency.
- **Commissioner Jared Anderson**
Grants are submitted to Representative Moore - Paul Johnson.
Received a quote from Wardell Bro. They are working on existing projects. We have set a meeting with UDOT to speak with them about Old Highway.
- **Commissioner Matt Wilson**
Update on Fair board: Jon Cannon will be running the Rodeo. He did a great job last year. We will be using the same stock provider.
All of the seating will be numbered and tagged.

***Commissioner McConnell moved to go into closed session for litigation and imminent litigation, competency of employee.
Seconded by Commissioner Fackrell.
The Vote was unanimous. The Motion Passed.***

**Wilson Aye
Anderson Aye
McConnell Aye
Fackrell Aye**

CLOSED SESSION

***Commissioner McConnell moved to go out of closed session for litigation and imminent litigation, competency of employee.
Seconded by Commissioner Fackrell.
The Vote was unanimous. The Motion Passed.***

**Wilson Aye
Anderson Aye
McConnell Aye
Fackrell Aye**

H) Adjourn –

***Commissioner McConnell moved to adjourn.
Seconded by Commissioner Wilson.
The Vote was unanimous. The Motion Passed.***

CERTIFICATE OF POSTING

The undersigned does hereby certify that the above notice and agenda were reposted as required by law this day of 14 day of April, 2022.

Julie Rees

APPROVED _____ DATE _____
Morgan County Commission Chair

ATTEST _____ DATE _____
Morgan County Deputy Clerk



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22

Time Requested: _____

Name: Attorney Garrett Smith

Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: Airport Lease Transfer

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Consent
Transfer of Lease at the Airport
Drasel Investments to Darin Hawkes.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

| |
|---|
| |
| ✓ |
| |
| |

ASSIGNMENT AND ASSUMPTION OF LEASE

AND

MORGAN COUNTY CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of April 20, 2022 (the "**Effective Date**"), between **Drasel Investments, LLC**, a Utah Corporation ("**Assignor**"), and **Darin Hawkes** ("**Assignee**") who agree as follows:

RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of December 31, 2021 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot DD1 of the Morgan County Airport Master Plan (the "**Premises**") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

B. Assignor desires to transfer and assign all of its right, title and interest, as lessee, in, to, and under the Lease to Assignee, and Assignee wishes to assume all of Assignor's duties, liabilities, and obligations thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

1. **Assignment.** Assignor, for and in consideration of the payment of rent, pursuant to the Lease, and performance of all of the Lease covenants by Assignee as successor lessee under the Lease, does hereby grant, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Lease, for the residue of the term of the Lease, subject to the conditions contained in the Lease and henceforth to be performed and observed by Assignee.
2. **Performance of Lease Covenants and Conditions; Assumption.** For the benefit of Assignor and Morgan County, Assignee hereby assumes all rights, duties, and obligations of the Lease and Assignee hereby covenants and agrees to perform all of the duties and obligations of the lessee pursuant to the Lease from and after the Effective Date as if Assignee were the original lessee thereunder. Assignee shall make all payments, and other sums due under the Lease from the lessee thereunder, for the period from and after the Effective Date, when due and payable strictly in accordance with the terms, covenants, and conditions of the Lease.
3. **Indemnification.** Assignee hereby indemnifies and holds Assignor and its officers, directors, shareholders, members, affiliates, representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease. Assignor hereby indemnifies and holds Assignee and its officers, directors, shareholders, members, affiliates,

representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignor's failure to the extent accruing prior to the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed Agreement. Signatures of the parties transmitted by facsimile or electronic mail in PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by facsimile or electronic mail in PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature.

8. Notices. For purposes of this Agreement, the notice addresses for Assignee and Assignor shall be as follows:

Assignor:
Drasel Investments, LLC
Attn: James Fawson
PO Box 881
Morgan County, UT 84050

Assignee:
Darin Hawkes
4050 Mountainbrook Way
Morgan, UT 84050

9. Warranty and Authority. Each party represents that this Agreement has been executed by its duly authorized representative.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date set forth above.

Assignor:
Drasel Investments, LLC

By: _____

Its: _____

Assignee:

By: _____

MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE

By its execution below, Morgan County consents to this assignment of the Lease to Assignee and acknowledges the continuance of the Lease by and between Assignee and Morgan County. Morgan County is not a party to the assignment and executes this document for the limited purpose of granting its consent.

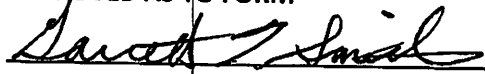
MORGAN COUNTY

By: 

Its: Commission Chair

Dated: 4/26/22

APPROVED AS TO FORM



Morgan County Attorney

Exhibit A

Airport Lease Agreement

(see attached)

Airport Lease Agreement
Morgan County, Utah
(Revised Dec 15, 2021)

This Airport Lease Agreement (this "Lease,") is made as of 12/31/2021 by Morgan County (the "County,") and

Drasel Investments, LLC ("Lessee,") with a mailing address of:

c/o James Fawcett
PO Box 881
Morgan, Utah 84050

WHEREAS, the County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below:

NOW THEREFORE, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport otherwise described as lot DD1 (the "Premises,") of the Airport Master Plan (as amended, supplemented or revised prior to the date hereof), for the purpose of Lessee's construction and operation on the Premises of a private aircraft hangar (the "Hangar,."). The use of such hangar shall be governed by Section 8-5H Airport Overlay Zone ("AOZ,") of the Morgan County Code, and under the following terms:

A. Lessee shall store aircraft in the Hangar in accordance with all applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the Premises, or otherwise operate a commercial venture within the Hangar or upon the Premises, except as allowed in Section 4 of this Lease. (For a description of commercial operations, see Section 8-5H-7 of the Morgan County Code).

C. While it is the intention of the County to pursue additional airport improvements, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the Premises for a term of 30 years for an annual base rent equal to 16¢ per leasable square foot of the Premises, adjusted annually for inflation by increasing the base rent by three percent (3%) per annum, compounded annually. The first two years of base rent are included with the infrastructure fee described below; provided, however, the three percent (3%) annual adjustment will commence as of January 1, 2022. Additionally, every five (5) years of the Lease term, at the discretion of the Morgan County Commission, there may be a rate increase up to, but no more than, the cumulative change in the Consumer Price Index (CPI) over the prior five (5) year period. The base rent must be paid between January 1st & January 31st of each calendar year of the Lease term.

The infrastructure fee of 25,000, which includes the first two years of base rent, is due when this Lease is submitted to the County for approval and must be paid before January 1st, 2022. In order to facilitate the authorization of the infrastructure installation with respect to which the infrastructure fee is paid, if the foregoing deadline is missed, the County will return any payment previously tendered by Lessee in connection with this Lease, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. If the County determines that total infrastructure payments from all lessees of pad sites to be benefitted by the infrastructure installation are insufficient to complete the infrastructure, the County will return all fees paid by all lessees (13 total lessees) as soon as possible and this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. Additional payments of base rent due hereunder will not be due until 24 months after infrastructure completion, as reasonably determined by the County. Base rent due for any partial calendar year shall be prorated in accordance with the date due.

Lessee also agrees to pay and keep current all property and excise taxes that are legally imposed on the Hangar and personal property located on the Premises or within the Hangar, including aircraft located on the Premises or owned by Lessee and otherwise located at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the Hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon the Premises and the Hangar through its designated agents or employees for the purpose of inspecting said Premises and Hangar. Failure to pay any tax or other assessment shall be deemed a violation of terms of this Lease for which the Lease shall be terminated in accordance with Section 8(A) of this Lease.

3. BUILDINGS AND GROUNDS: Lessee shall make land and building improvements and maintain any Hangar subject to Chapter 17 of the Morgan County Land Use Management Code and the following conditions:

A. All building construction and major improvements must be commenced within 2 years and six months from January 1st, 2022, or 2 years from the infrastructure completion date, whichever is later. If construction has not begun (defined as starting excavation) by that deadline, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. In the event of a termination pursuant to this Section 3(A) of this Lease, all prior payments made by the Lessee pursuant to this Lease shall be deemed fully earned by the County upon payment thereof and will not be reimbursed or otherwise returned to Lessee. All Hangar construction must be completed within 2 years of the construction commencement deadline, described above. All construction must be structurally sound and kept and maintained in good repair and condition.

B. Lessee agrees, at their own expense, to cause the Premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of Lessee to maintain the Premises and the immediate surroundings of the Premises in a clean, neat and orderly condition.

C. Lessee agrees, at their own expense, to cause to be removed from the Premises and from the airport all waste generated by Lessee or the Lessee's operation at the Premises, except temporarily in connection with collection for removal.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan (as amended, supplemented or revised from time to time), in order to accommodate wingspan intrusion into said 10 foot strip by any aircraft being operated on the airport.

E. Lessee shall have the right to sell to others, or remove from the Premises, after obtaining a demolition permit from the County, any improvements erected or owned by Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with the County. The new owner shall be subject to such terms and conditions as are determined by the County.

F. Upon the termination of this Lease, the buildings, improvements and other personal property erected or located upon the Premises shall remain the property of Lessee and Lessee shall have the right to remove the same from the Premises within sixty (60) days from the date of the termination of the Lease. Any property not so removed within said sixty (60) day period, shall become the property of the County to be disposed of in such a way as the County may be deemed fit. In the event Lessee elects to remove said building improvements, the Premises shall be left in a clean and graded condition with all utilities properly capped in place.

G. Lessee agrees to construct a Hangar in accordance with the Airport Master Plan (as amended, supplemented or revised at the time a permit for construction is obtained) and Morgan County Code, Section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.
2. Hangars DD1-3, EE, FF, and GG row hangars will be 60' wide by 60' deep, unless approved otherwise by the County Commission.

4. SUBLETTING: Lessee shall not assign this Lease, or sublease the Premises in its entirety without prior written approval of the County Commission. The partial rental or sharing of Lessee's Hanger space with others, not a party to this Lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hanger space by parties other than Lessee is still subject to and required to comply with all of the terms of this Lease, including the general liability insurance that is required to be mandated in accordance with Section 5 of this Lease. All sections of this Lease must be complied with prior to any use of a Hanger by the sub-lessee.

5. LIABILITY: Lessee and any and all sub-lessees shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the Premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the Premises, the roads, driveways or other public places used by Lessee or any sub-lessee at the airport. Part of the foregoing obligation of Lessee and each sub-lessee under this section shall be met by Lessee and each sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's or sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's or sub-lessee's liability by reason of its conduct; or that of any of its employees, agents, or servants in

connection with its use and occupancy of the Premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident (or such higher amount as the County may reasonably require during the term of this Lease). Lessee and each sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee and each sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee or sub-lessee has knowledge.

6. CONFORMANCE TO PRESENT AND FUTURE LAWS: Lessee will not use or occupy the Premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should they be adopted by the County) and orders of all governmental authorities.

7. LEGAL FEES: Lessee will pay to the County reasonable attorney's fees if the County employs an attorney to protect the interest of the County in the event Lessee is adjudged bankrupt, or legal process is levied upon the interest of Lessee in this Lease of said Premises or in the event Lessee violates any of the terms of this Lease and employment of an attorney is necessary in the judgment of the County to enforce the provisions of this Lease or otherwise to protect and defend the interests of the County.

8. TERMINATION: It is covenanted and agreed that:

A. If Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this Lease may be terminated by the County upon delivery of written Notice of Termination to Lessee prior to Lessee's cure of any such neglect or failure.

B. Lessee can terminate this Lease by giving 30 days written notice to the County. The County may terminate this Lease at any time by giving 30 days written notice upon a declaration by the County that a public emergency exists requiring such termination. In the event that it is necessary for the County to terminate this Lease prior to the term set forth in Section 2 of this Lease, Lessee shall have the option either to follow the procedure set forth in Section 3(F) of this Lease or to receive compensation at fair market value for the buildings and improvements owned by Lessee as established by an appraiser agreed upon by the County and Lessee.

9. OPTIONS TO EXTEND: Lessee shall have the right to extend this Lease for one (1) additional term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term of this Lease, Lessee shall notify the County in writing of its election to lease the Premises for an additional term.

10. INVALIDITY OF PARTICULAR PROVISIONS: If any part of this Lease is found to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS THEREOF, the County and Lessee have executed this Lease as of the dates set forth below.

Date: 1/18/2022

Witness: Julie Rees

Date: 12/31/2021

Witness: Ken Johnson

Approved as to Form:
David E. Smith
Morgan County Attorney

By: Morgan County Commission

Michael L. Mc
Chair

By: Lessee

James A. ...



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22 Time Requested: _____

Name: Commissioner Robert McConnell/Bill Coutts

Phone: _____

Address: Consent Item

Email: _____

Fax: _____

Associated County Department: Community MOA

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

At our monthly Cottonwood Master Owners Association (MOA) meeting, the board was in unanimous agreement that the County be enrolled in the state sponsored "Flip the Strip" program. In order for the Morgan County homeowners to participate in receiving funds for accomplishing this water saving activity, the county needs to enroll.

The request is that the County enrolls by going to this site: utahwatersavers.com

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Julie Rees

From: Mike Newton
Sent: Thursday, April 28, 2022 11:05 AM
To: Julie Rees
Subject: Re: Flip the Strip Program

Yes this is fine.

Mike Newton
Morgan County Commissioner
801-317-6275

From: Julie Rees <jrees@morgancountyutah.gov>
Sent: Wednesday, April 27, 2022 9:08 AM
To: Mike Newton <MNewton@morgancountyutah.gov>
Subject: FW: Flip the Strip Program

Is this ok?

From: Robert McConnell <rmcconnell@morgancountyutah.gov>
Sent: Wednesday, April 27, 2022 9:06 AM
To: Julie Rees <jrees@morgancountyutah.gov>
Subject: FW: Flip the Strip Program

Julie:

If Chair Newton approves, please include potential enrollment in the Flip Strip Program on our Agenda for our May 3rd Meeting. Thanks,

From: Bill Coutts <coutter21@yahoo.com>
Sent: Wednesday, April 27, 2022 9:02 AM
To: Robert McConnell <rmcconnell@morgancountyutah.gov>; Mike Newton <MNewton@morgancountyutah.gov>; Jared Andersen <jandersen@sunrise-eng.com>; Blaine Fackrell <bfackrell@morgancountyutah.gov>; Matt Wilson <mwilson@morgancountyutah.gov>
Cc: coutter21@yahoo.com; Cottonwoods MOA <moa@cottonwoodsmoa.com>; Luke Brennan <labrennan1@gmail.com>; PHIL STEPHENSON <pstephensonatsu@gmail.com>; Rulon Gardner <rulon@rcgardner.com>; Raelene Blocker <raeleneblocker@gmail.com>; Steven Brenchley <sbrenchley81@gmail.com>; Ashlie Brewer <ashlie.m.brewer@gmail.com>
Subject: Flip the Strip Program

Commissioners,

At our monthly Cottonwoods Master Owners Association (MOA) meeting last night, the board was in unanimous agreement with requesting that the county be enrolled in the state sponsored "Flip the Strip" program. The board was told that in order for Morgan County homeowners to participate in receiving funds for accomplishing this water saving activity, the county needs to simply enroll. We

would be most grateful if you could ensure actions were taken to enroll the county in the program. Program information can be found at utahwatersavers.com,

Thank you for your service,

Bill Coutts

President, Cottonwoods MOA

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

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2022

PRESENTATIONS



County Commission Agenda Request Form

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Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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Email: jrees@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: 5/3/22 Time Requested: 20 Minutes
Name: 9Line, LLC - Buster Delmonte (President) Phone: (801) 791-2122
Address: 6472 Willow Creek Rd, Mountain Green UT 84050
Email: Buster@9Line.us Fax: _____
Associated County Department: Planning, Legal

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

1. Update Commission on 9Line planning efforts to lease remaining County land on east side of Morgan County Airport
2. Seek advocacy in moving the land lease process forward.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



“9Line Aviation Center”



~1.9 Acres



Company Background

- Utah Registered, Veteran Owned Small Business
- Morgan County Business License
- Home Based HQ – Cottonwoods (Willow Creek Rd)
- 11 Employees (8 Pilots)
- Aerial Firefighting Contracts with US Forest Service
- Aircraft we Operate = Government Owned / Leased
 - Aircraft NOT Based in Morgan
- Aircraft / Pilots dispersed Nationally at USFS Direction
- Very few private company flights out of Morgan



Briefing Objectives

1. Formally Introduce Project
2. Seek advocacy to move land lease forward

Current Effort Status

1. CUP submitted 18 Sep 2021; Updated 1 Feb 2022
2. Land Lease Draft submitted 3 Feb 2022
3. Airport Advisory Board votes 5:0 in support 25 Jan 2022
4. Ready to construct pending lease and County approvals

9Line TWO Aircraft



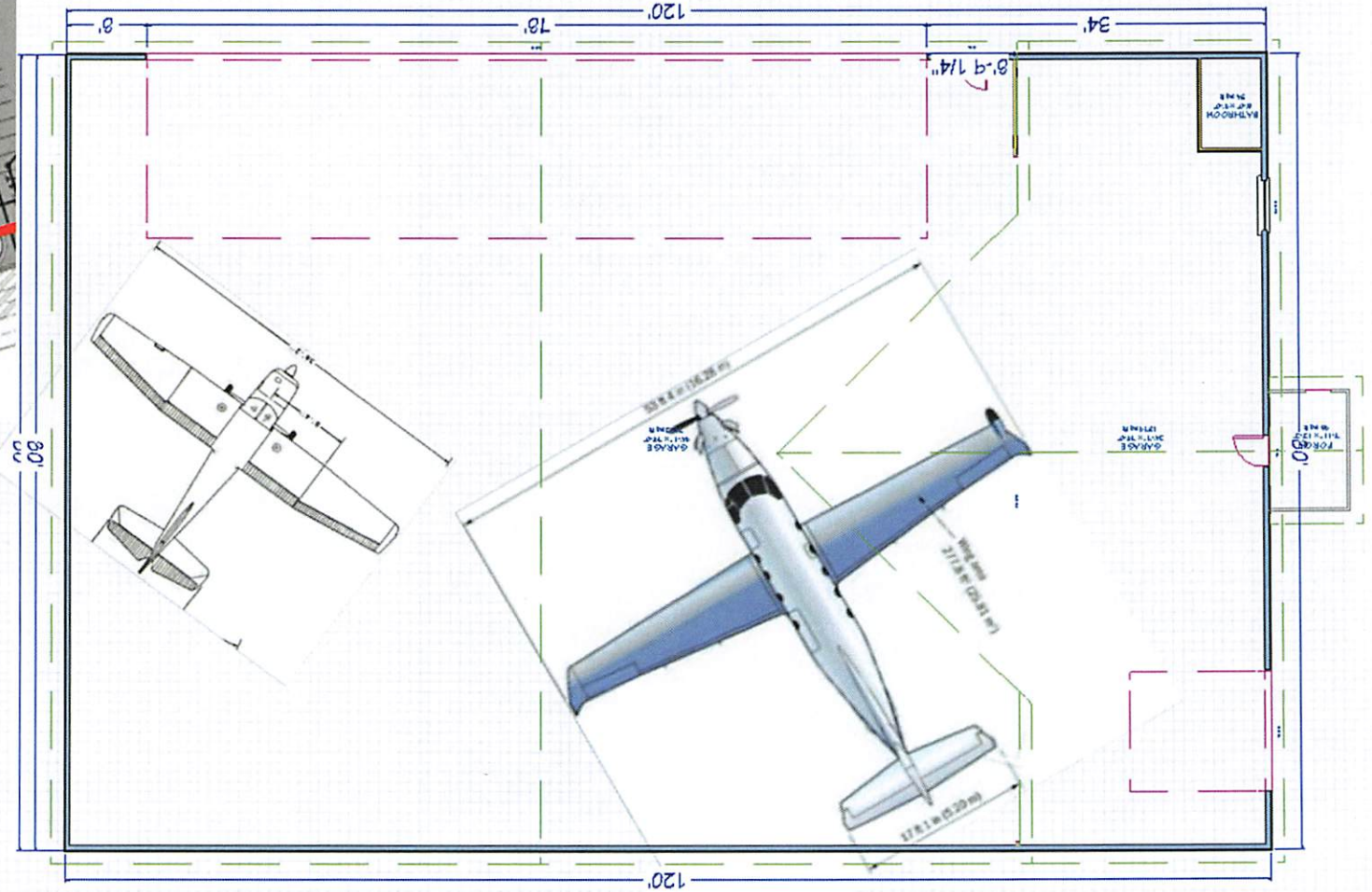
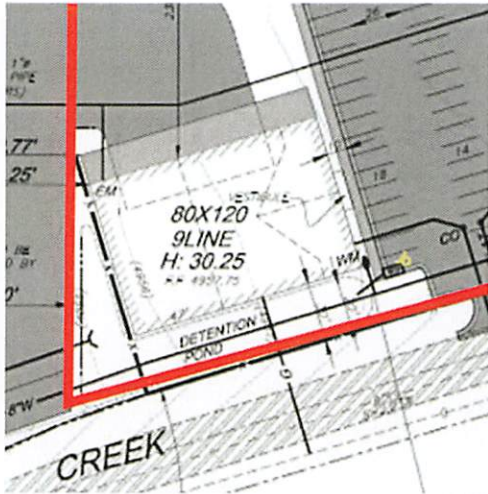
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OR

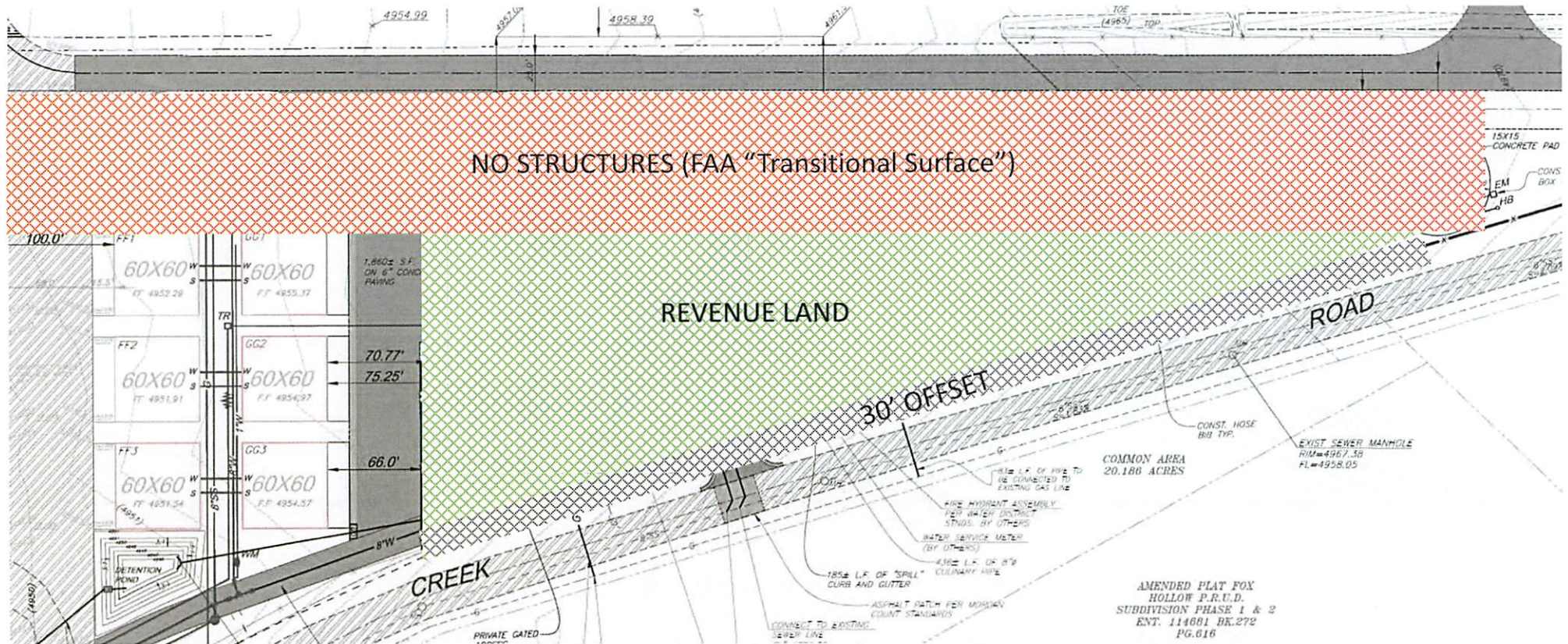


9Line TWO Aircraft

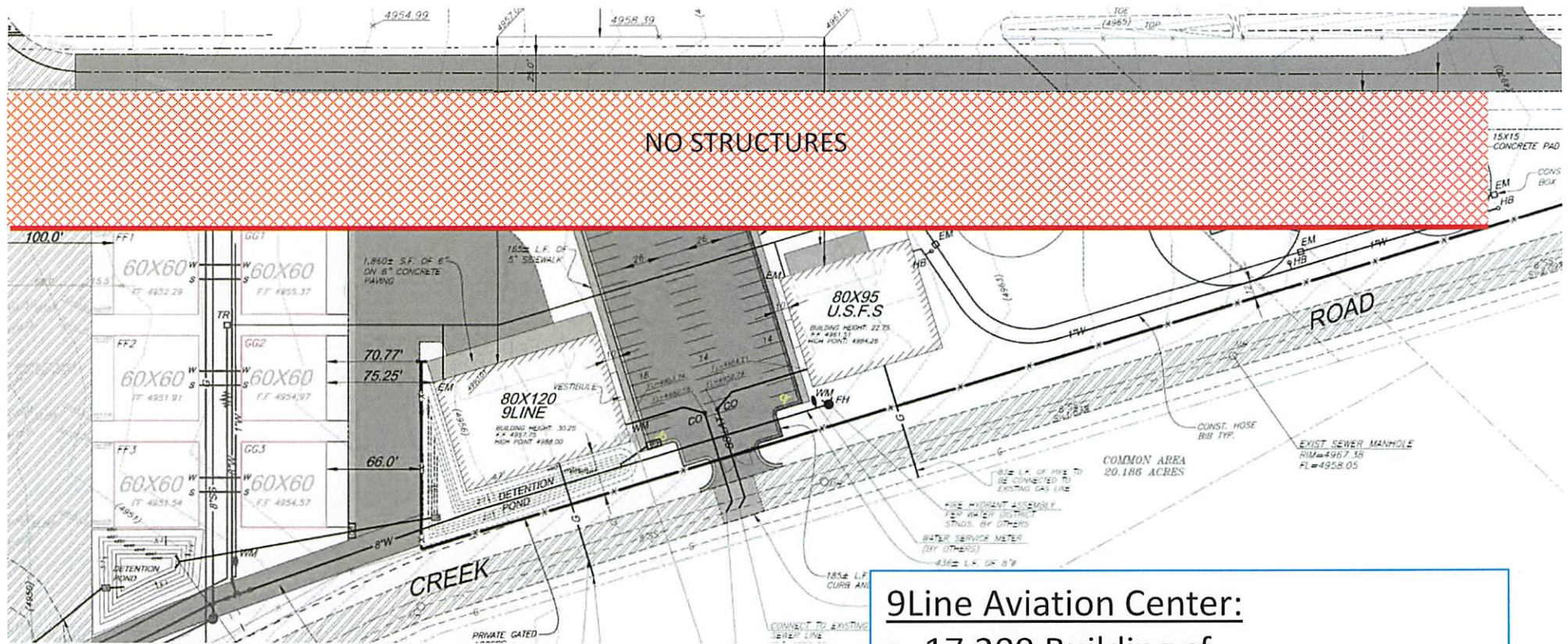


OBJECTIVE 1: Introduce 9Line Site Plan

- Remaining revenue land narrowing / limited



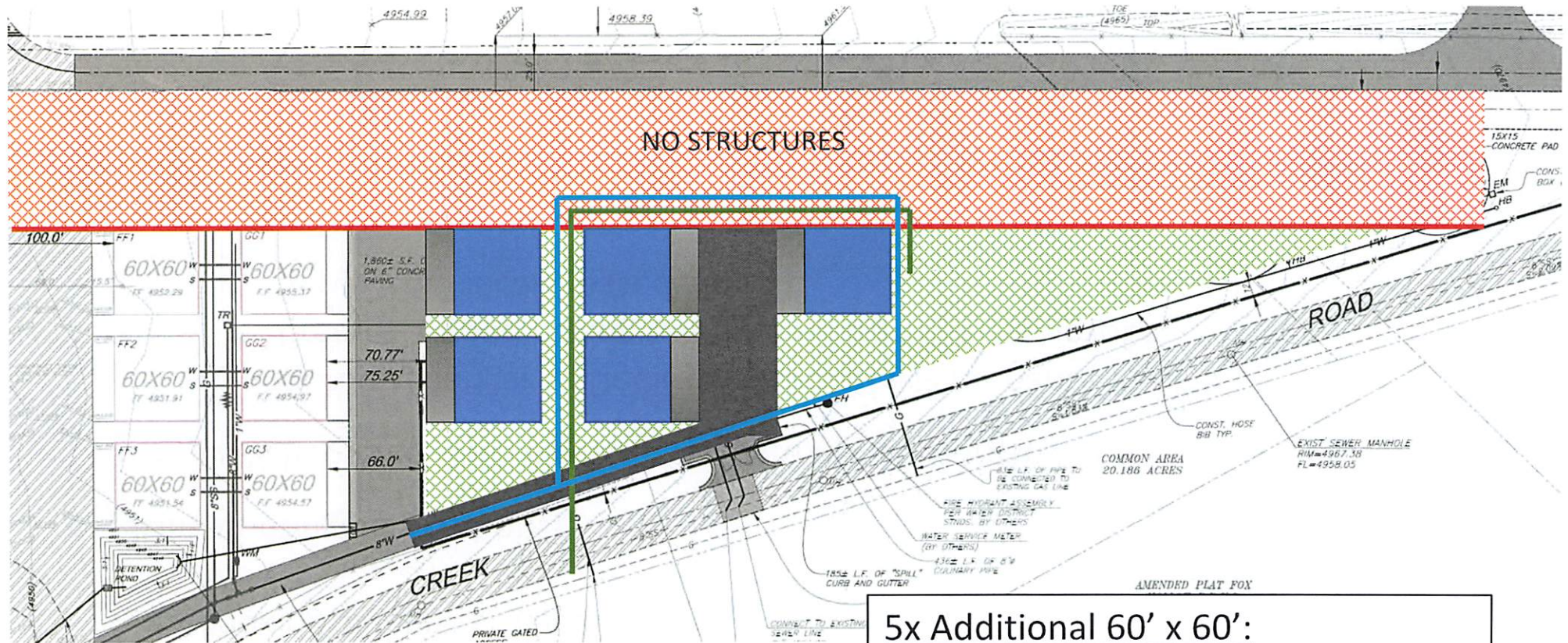
Two Remaining Land Options – OPTION 1: 9Line



9Line Aviation Center:

- 17,200 Building sf
- Parking & HeliPad Lease sf
- Uniform / Simplified Infrastructure
- Retains Firefighting Assets

Two Remaining Land Options – OPTION 2: Continue 60x60



5x Additional 60' x 60':

- 18,000 sf (vs 17,200 + Parking)
- High Infrastructure Cost Sharing
- Additional 20 Aircraft (vs 1)
- No USFS Option

US Forest Service

- USFS on 3 yr extended lease; must eventually move to permanent home
 - Abandoned plans to construct their own
 - Looking at long-term lease options
- 9Line Contingency Options?
 - Q: What if the USFS elects to relocate out of Morgan?
 - A: Repurpose hangar to Dedicated Aircraft Maintenance Facility
 - Create 2+ good paying full-time Aircraft Mechanic jobs
 - Serve ~130 locally based aircraft

OBJECTIVE 1: Introduce 9Line Site Plan

- 9Line Aviation Center **aligns with 8-5H-8 B:**

“It is not the intent of this article to prohibit development of property in the AOZ, but rather to assure that such development occurs in a manner that promotes harmony and enhances safety for the citizens of the county.” (2010 Code)

- 8-5H-6 provides for 3 ‘Additional Evaluation Guidelines’: **SCOPE, NOISE FACTOR, SAFETY**

A. Scope: FAA Part 77 airspace, what is the nature of the development; what distance from the airport; and under what AOZ sub-boundary?

- Development nature is consistent with current airport operations / use.
- 9Line has received FAA concurrence that Part 77 obstacle clearance is satisfied.
- Located on the airport proper adjacent to the primary surface.

B. Noise Factor, particularly under the departure and approach surfaces:

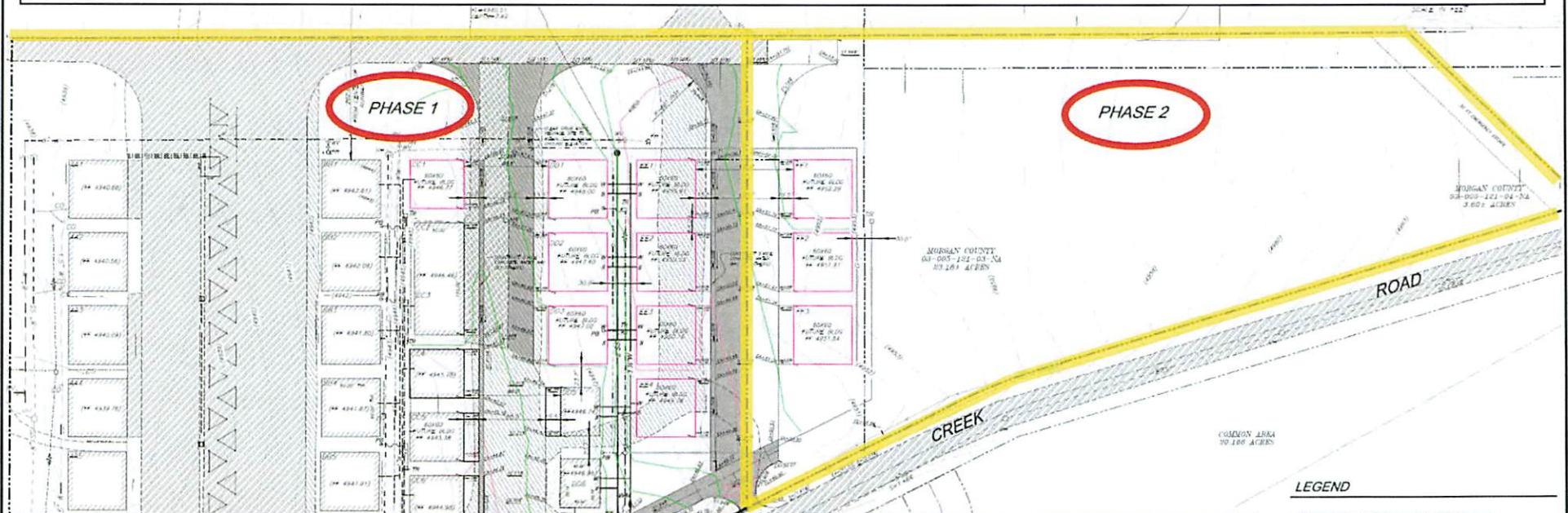
- Of the two proposed hangars, the plan only adds one additional aircraft to the current airport-based aircraft. Additional Takeoffs and Landings are projected to be 4 or fewer/week.

C. SAFETY Factor:

- Nothing changes in either the primary or USFS contingency scenarios. Retaining the US Forest Service (USFS) maintains current airport operation status quo. In the event the USFS elects not to stay, the backup use as a 9Line aircraft maintenance facility does not add to the number of flight operations.
- Additionally, development reduces wild vegetation quantity with tangential benefit of mitigating deer hazard to aircraft operations.

OBJECTIVE 1: Introduce 9Line Site Plan

- 9Line Aviation Center is located in 'Phase 2' of the Airport Master Plan. Current architectural standards apply to Phase 1.



8-5H-4: DEVELOPMENT RESTRICTIONS AND STANDARDS:

C. Construction Standards: No person may construct, erect, remodel or rehabilitate any structure upon the county airport except in compliance with all applicable codes, ordinances, FAA regulations and the approved airport master plan. In addition, hangars and any other buildings in Phase I of the Airport Master Plan that may be erected upon the airport, shall conform to the following standards:

OBJECTIVE 1: Introduce 9Line Site Plan



OBJECTIVE 1: Introduce 9Line Site Plan





① 9LINE NORTH ELEVATION
SCALE: 1/8" = 1'-0"



② 9LINE EAST ELEVATION
SCALE: 1/8" = 1'-0"



STANDING SEAM
METAL SIDING



STANDING SEAM
METAL SIDING



DARK BRONZE
METAL TRIM/
DOOR & WINDOW
PACKAGE



STANDING SEAM
METAL ROOF



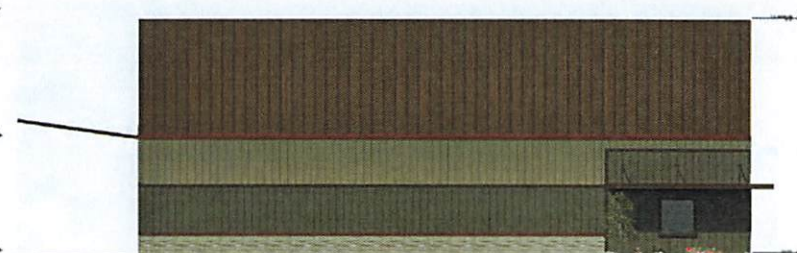
DARK STAINED
WOOD COLUMNS
AND BEAMS



STONE VEENER



③ 9LINE SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



④ 9LINE WEST ELEVATION
SCALE: 1/8" = 1'-0"

OBJECTIVE 1: Introduce 9Line Site Plan



OBJECTIVE 1: Introduce 9Line Site Plan

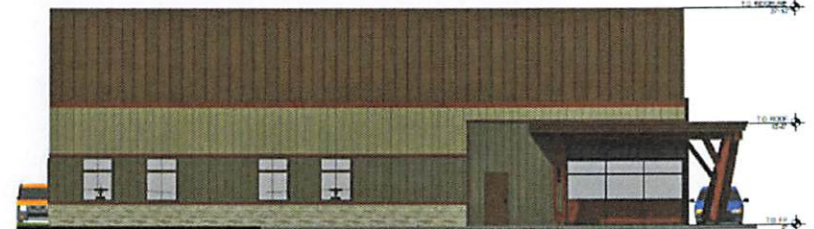
Mitigation measure for boxy 'warehouse' look from Willow Creek Rd



OBJECTIVE 1: Introduce 9Line Site Plan



① U.S.F.S. NORTH ELEVATION
SCALE: 1/8" = 1'-0"



② U.S.F.S. EAST ELEVATION
SCALE: 1/8" = 1'-0"



STANDING SEAM
METAL SIDING



STANDING SEAM
METAL SIDING



DARK BRONZE
METAL TRIM/
DOOR & WINDOW
PACKAGE



STANDING SEAM
METAL ROOF



DARK STAINED
WOOD COLUMNS
AND BEAMS



STONE VEENER



③ U.S.F.S. SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

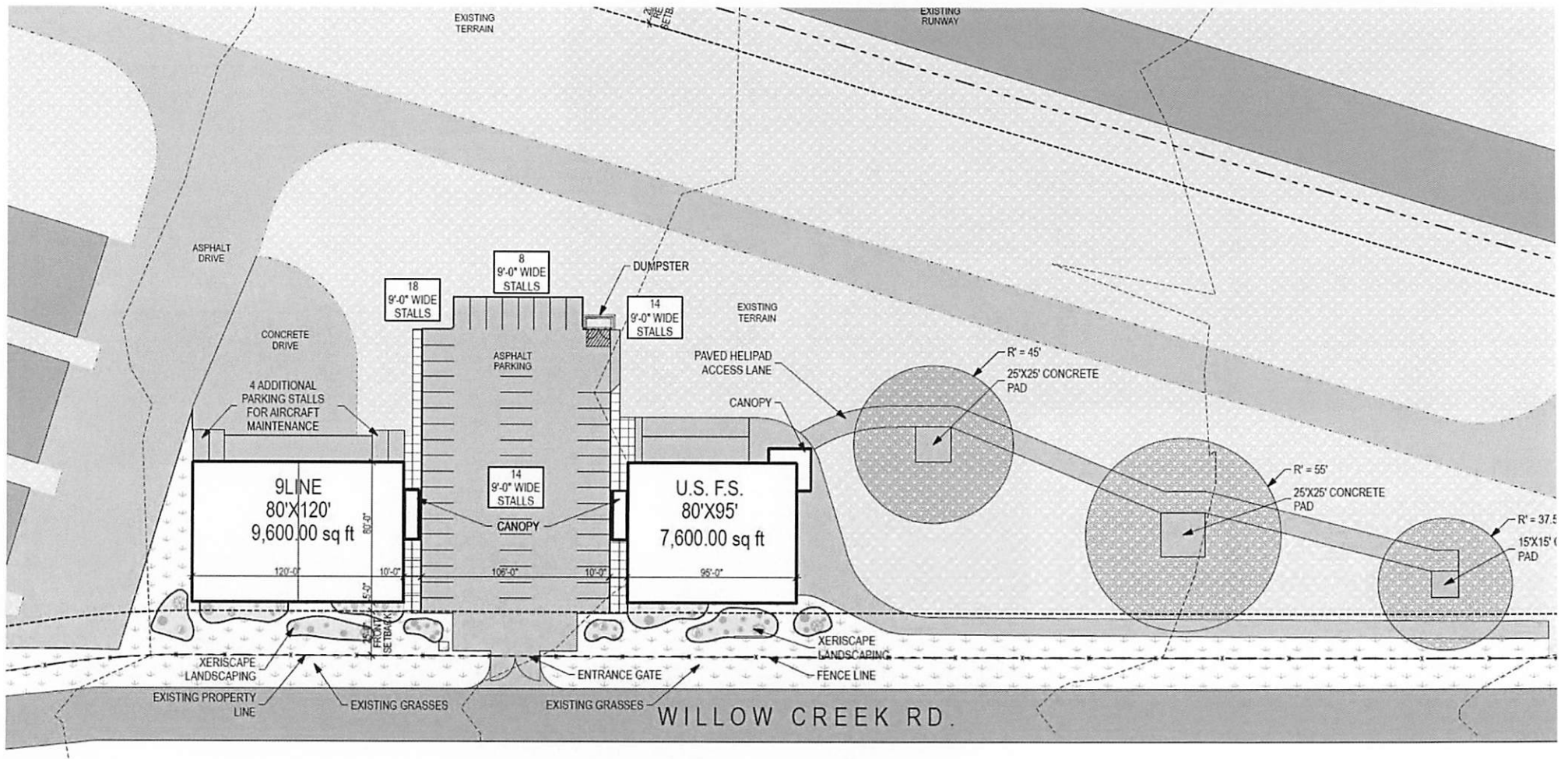


④ WEST ELEVATION
SCALE: 1/8" = 1'-0"

OBJECTIVE 1: Introduce 9Line Site Plan



Schematic Design Site Plan w/ Limited Landscape



OBJECTIVE 2: Seek Advocacy in Advancing Land Lease

1. Based on Standard County Dec 2021 Airport Lease Template
2. Sent for County Legal review 18 Jan 2022 / Legal meeting 1 Feb 2022 / Revised Draft Submitted to County 3 Feb 2022
3. Legal suggested separate lease for each function: 9Line + USFS
4. Adjusts build timing if USFS slow to commit
5. Allows for USFS to provide input to site / hangar requirements

Morgan County

Airport Advisory Board

26 January, 2022

Morgan County

Planners and Commissioners

48 West Young Street

Morgan, Utah 84050

To Whom it May Concern,

The Morgan County Airport Advisory Board has been closely involved in the development of the proprietary airport plans of 9Line, LLC. In support of their presentation to county planners and commissioners, we met on 25 January, 2022 to review those plans. After the presentation, there was considerable discussion with a question and answer period. At the end of the review, the advisory board voted unanimously (5:0) in favor of recommending further county approvals for the 9Line plan presented.

The advisory board looks forward to continued work with 9Line, to ensure smooth integration of their plans with the airport and surrounding community.

Respectfully,

A handwritten signature in black ink, appearing to read "G. A. Sousa". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

George A. Sousa

Chairman

Morgan County Airport Advisory Board



County Commission Agenda Request Form

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

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

Email: jrees@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: 5/3/22

Time Requested: _____

Name: Attorney Garrett Smith

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

Legal

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Clarification of what Committees need to post Agenda and Minutes on our Website and Public Website.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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EB



2022

PUBLIC HEARING



County Commission Agenda Request Form

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Morgan County
Attn: Julie Rees
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P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22 Time Requested: _____
Name: County Commission/Leslie Hyde Clerk/Auditor Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: County budget

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Budget Hearing 6:00pm
Amendment of Morgan County's 2022 Budget
-Hearing
-Public comment
-Approval of Resolution amending Morgan County's 2022 Budget

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

| |
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| ✓ |
| |

PUBLIC NOTICE
Notice of Budget Hearing
to amend Morgan County's 2022 Budget

The Morgan County Commission will hold a Budget Hearing on Tuesday, May 3, 2022 at 6:00pm in the County Commission Meeting Room of the Morgan County Courthouse 48 West Young Street, Morgan, Utah.

The purpose of the Budget Hearing will be to open and make adjustments to Morgan County's 2022 budget. All interested citizens are invited to attend and will have the opportunity to give written and oral comment. The proposed amendments may be examined at the office of the Morgan County Clerk/Auditor room 18 of the Morgan County Courthouse.

Publish in Morgan County News April 22, 2022

Posted April 18, 2022

RESOLUTION CR-22-

A RESOLUTION OF THE MORGAN COUNTY COMMISSION ADOPTING CERTAIN AMENDMENTS TO MORGAN COUNTY'S 2022 BUDGET

WHEREAS, the Morgan County Commission has financial responsibility to provide for the health, safety and welfare of the residents of Morgan County; and

WHEREAS, it is necessary to amend the budget from time to time to make routine adjustments; and

WHEREAS, Morgan County held a public hearing at the regularly scheduled meeting on May 3, 2022 after providing public notice as required by UCA.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission hereby makes the following budget amendments to the 2022 budget:

DEPARTMENT ADJUSTMENTS

- Sheriff
 - Reimbursement for the sale of ammo
 - 10-3690-000 + \$9,978.04
 - 10-4460-250 - \$9,978.04

 - Reimbursement for camera purchase
 - 10-3340-600 + \$5,000.00
 - 10-4211-250 - \$5,000.00

- Ambulance
 - Permanent employees
 - 10-4221-110 +\$3,840.00
 - 10-4260-110 - \$3,840.00

 - Professional & technical
 - 10-4260-310 +\$1,971.32
 - 10-4260-305 - \$1,971.32

 - Professional & technical
 - 10-3422-000 +\$1,305.42
 - 10-4260-305 - \$1,305.42

- Emergency Management
 - Permanent employees
 - 10-4211-110 + \$79,273.60
 - 10-4255-110 - \$79,273.60

| | |
|-----------------------------------|--------------|
| Employee benefits | |
| 10-4211-130 | +\$61,651.00 |
| 10-4255-130 | -\$61,651.00 |
| Miscellaneous supplies | |
| 21-1100-000 | +3,525.00 |
| 10-4255-610 | -\$3,525.00 |
| • Human Resources | |
| Travel & Training | |
| 10-4148-110 | + \$400.00 |
| 10-4148-230 | -\$400.00 |
| Equipment | |
| 10-4148-110 | +\$450.00 |
| 10-4148-250 | -\$450.00 |
| Supplies | |
| 10-4148-110 | +\$900.00 |
| 10-4148-240 | -\$900.00 |
| Public Notice | |
| 10-4148-110 | +\$300.00 |
| 10-4148-220 | -\$300.00 |
| • Public Works | |
| Equipment, Supplies & Maintenance | |
| 10-4411-620 | +\$4,000.00 |
| 10-4411-250 | -\$4,000.00 |

FUND BALANCE ADJUSTMENTS GENERAL FUND

| | |
|-----------------------------------|---------------|
| • Human Resources | |
| Employee appreciation program | |
| 10-4148-320 | -\$4,500.00 |
| • Non-Departmental | |
| Books, subscriptions, memberships | |
| 10-4150-210 | -\$5,000.00 |
| • Non-Departmental | |
| Professional & Technical | |
| 10-4150-310 | -\$120,000.00 |

| | |
|---|----------------|
| • Non-Departmental Insurance 10-4150-510 | - \$22,425.00 |
| • IT Department Professional & Technical 10-4149-310 | - \$900.00 |
| FUND BALANCE 10-3810 | + \$152,825.00 |

FUND BALANCE ADJUSTMENT GARBAGE FUND

| | |
|---------------|--------------|
| • 57-2951-000 | + \$5,000.00 |
| • 57-4424-250 | - \$5,000.00 |

Pursuant to Utah Code 17-36-23, at the request of the budget officer and upon this motion, the governing body, by resolution, may transfer any un-encumbered or unexpended appropriation balance or part thereof from one department in a fund to another department within the same fund.

PASSED AND ADOPTED this 3rd day of May, 2022.

MORGAN COUNTY COMMISSION:

ATTEST:

Michael Newton, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

| | AYE | NAY | ABSENT |
|--|---------------------------|-------|--------|
| _____ Garrett Smith, Morgan County Attorney | Michael Newton _____ | _____ | _____ |
| | Jared Andersen _____ | _____ | _____ |
| | Blaine Fackrell _____ | _____ | _____ |
| | Robert McConnell _____ | _____ | _____ |
| | Matt Wilson _____ | _____ | _____ |

\$414.42 Kaye
\$2,017.22 CoyAnn
\$480.00 Allen
\$1,122.80 Jeremy
\$348.84 Austin
\$1,657.68 Todd
\$948.38 Derrick
\$1,832.10 Lucas
\$770.60 Jeremy
\$386.00 CoyAnn
\$9,978.04

\$1,155.90 Ammo purchased
\$7,213.60 Ammo purchased
\$8,933.44 Ammo purchased
\$17,302.94

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008771

Nov 8, 2021

KAYE RHOADES

| | |
|---|--------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 414.42 |
| 10-3880-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 414.42 |
| <hr/> | |
| CASH | 414.42 |
| Payor: KAYE RHOADES | |
| Total Applied: | 414.42 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

Duplicate Copy

11/08/2021 2:38 PM

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008784

Nov 8, 2021

COYANN KILMER

| | |
|---|----------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 2,017.22 |
| 10-3680-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 2,017.22 |
| <hr/> | |
| CHECK | 2,017.22 |
| Check No: 1498 | |
| Payor: COYANN KILMER | |
| Total Applied: | 2,017.22 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

Duplicate Copy

11/08/2021 11:24 AM

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008763

Nov 8, 2021

ALLEN JACOBSEN

| | |
|---|--------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 480.00 |
| 10-3680-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 480.00 |
| <hr/> | |
| XBP - Credit Cards - GS Check No: 108424418 | 480.00 |
| Payor: ALLEN JACOBSEN | |
| Total Applied: | 480.00 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

11/08/2021 11:22 AM
Customer Copy

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008742

Nov 4, 2021

JEREMY JAQUES

| | |
|---|----------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASING OF AMMO | 1,122.80 |
| 10-3690-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 1,122.80 |
| <hr/> | |
| CASH | 1,122.80 |
| Payor: JEREMY JAQUES | |
| Total Applied: | 1,122.80 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

Duplicate Copy

11/04/2021 11:44 AM

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008774

Nov 9, 2021

AUSTIN TURNER

| | |
|---|--------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 348.84 |
| 10-3880-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 348.84 |
| <hr/> | |
| XBP - Credit Cards - GS Check No: 109489185 | 348.84 |
| Payor: AUSTIN TURNER | |
| Total Applied: | 348.84 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

Duplicate Copy

11/09/2021 2:01 PM
Customer Copy

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008773

Nov 9, 2021

TODD CHRISTENSEN

| | |
|---|----------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 1,657.68 |
| 10-3880-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 1,657.68 |
| <hr/> | |
| XBP - Credit Cards - GS Check No: 109487882 | 1,657.68 |
| Payor: TODD CHRISTENSEN | |
| Total Applied: | 1,657.68 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

11/09/2021 1:27 PM

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008892

Nov 18, 2021

DERRICK CHALMERS

| | |
|---|--------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 948.38 |
| 10-3880-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 948.38 |
| <hr/> | |
| XBP - Credit Cards - GS Check No: 110083807 | 948.38 |
| Payor: DERRICK CHALMERS | |
| Total Applied: | 948.38 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

Duplicate Copy

11/18/2021 2:47 PM
Customer Copy

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.008972

Nov 22, 2021

LUCAS CALL

| | |
|---|----------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 1,832.10 |
| 10-3660-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 1,832.10 |
| <hr/> | |
| XBP - Credit Cards - GS Check No: 110297788 | 1,832.10 |
| Payor: LUCAS CALL | |
| Total Applied: | 1,832.10 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

11/22/2021 1:32 PM
Customer Copy

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.009773

Jan 18, 2022

JEREMY JAQUES

| | |
|---|--------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 770.60 |
| 10-3690-000-000 Sundry Revenue | |

| | |
|--------|--------|
| Total: | 770.60 |
|--------|--------|

| | |
|---|--------|
| XBP - Credit Cards - GS Check No: 113526877 | 770.60 |
| Payor: JEREMY JAQUES | |

| | |
|----------------|--------|
| Total Applied: | 770.60 |
|----------------|--------|

| | |
|------------------|-----|
| Change Tendered: | .00 |
|------------------|-----|

Duplicate Copy

01/18/2022 4:05 PM
Customer Copy

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.010339

Mar 17, 2022

COYANNE KILMER

| | |
|---|--------|
| Previous Balance: | .00 |
| Licenses and Permits - PURCHASE OF AMMO | 386.00 |
| 10-3690-000-000 Sundry Revenue | |
| <hr/> | |
| Total: | 386.00 |
| <hr/> | |
| XBP - Credit Cards - GS Check No: 117173672 | 386.00 |
| Payor: COYANNE KILMER | |
| Total Applied: | 386.00 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

Duplicate Copy

03/17/2022 8:07 AM

Leslie Hyde

From: James Wagner
Sent: Tuesday, April 5, 2022 9:14 AM
To: Leslie Hyde
Cc: Blaine Breshears
Subject: Budget Transfer
Attachments: Equipment and Supplies Reimbursement.pdf

Leslie,

I am not sure if you received a copy of this attached deposit or not. We received reimbursement from the State for a Camera purchase. It was deposited into a County reimbursement account and needs to be transferred back into our Equipment and Supplies Budget, 10-4211-250-000.

If you have any questions please let me know.

Thanks,

Jim

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

10- 3340- 600
in this budget

Morgan County
48 W Young St
PO Box 420
Morgan UT 84050

801-845-4030

Receipt No: 4.010292

Mar 08, 2022

STATE OF UTAH

| | |
|---|----------|
| Intergovernmental - REIMBURSEMENT FOR CAMERAS | 5,000.00 |
| 10-3340-600-000 Reimbursement | |

| | |
|--------|----------|
| Total: | 5,000.00 |
|--------|----------|

| | | |
|----------------|------------------|----------|
| CHECK | Chk No: 13767549 | 5,000.00 |
| Total Applied: | | 5,000.00 |

| | |
|------------------|-----|
| Change Tendered: | .00 |
|------------------|-----|

04/08/22 09:04AM

Leslie Hyde

From: Boyd Carrigan
Sent: Thursday, March 24, 2022 5:06 PM
To: Leslie Hyde
Subject: Budget Adjustments



Wage.xlsx



January Iris
invoice .pdf



Iris medical
December 2021 i...



219850369700
invoice .pdf

Hi Lislie

1st Will need to move \$3,840.00 from Fire 10-4221-110-000 Permanent Employees to Ambulance 10-4260-110-000 Permanent Employees . This will cover Honor Hunt's wage adjustment. See wage attachment.

2nd Honor made a mistake and paid IRIS Medical out of Ambulance 10-4260-305-000 Prof & Tech. It should have been paid out of Ambulance 10-4260-310-000 Billing Service . See attached 2 invoices for IRIS medical.

3rd Select Health advised us they had over paid the County for an Ambulance service. This invoice was paid from Ambulance 10-4260-305-000 Prof & Tech but should have been paid out of the Charges for Service Ambulance GL 10-3422-000-000. See attached invoice.

Let me know if you have questions.

Boyd R. Carrigan

Morgan County
Fire Chief
EMS Director
41 N State Street
Morgan, Utah 84050
Office (801) 845-4048
Cell (801) 801-829-2048

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

Honor

The department is asking to change the current job title of Administrative Assistant to Administrative Specialist.

The department is wanting a 2-step pay grade to support this added work load and certification levels. Pay grade from a 12 to a 14.

| | | | | | |
|------|--------------|----------|------------------|----------|----------------------------|
| Wage | Currant | \$16.15 | New | \$18.71 | |
| | Hours | 1500 | | 1500 | |
| | Yearly Total | \$24,225 | New Yearly Total | \$28,065 | Diff per year (\$3,840.00) |

Dave

The department is wanting to combine 2 job titles. Deputy Fire Chief and Fire Marshal.

The department is wanting a 2-step pay grade to support this added work load and certification levels.

| | | | | | |
|------|--------------|-------------|------------------|-------------|-------------------------|
| Wage | Currant | \$20.64 | New | \$25.33 | |
| | Hours | 1040 | | 1040 | |
| | Yearly Total | \$21,465.60 | New Yearly Total | \$26,343.20 | Diff per year (\$4,878) |

(\$8,717.60)

2022 Deputy Fire Chief budged wage

\$13,500.00

Remaining in this budget

\$4,782.40

Leslie, we will need to make this budget amendment to ajust for Admin wage increse.

Move \$3,840.00 from GL 10-4221-110 to GL 10-4260-100

IRIS MEDICAL INC.
563 W 500 S
BOUNTIFUL, UTAH 84010

RECONCILIATION
MORGAN COUNTY AMBULANCE

Date: January 2022

Gross revenue generated \$ 29,159.83

Total amount deposited \$ 12,196.79

Comments:

Total posted on data base \$ 12,196.79

Comments:

Revenues billed at 7.0 percent \$ 12,196.79

Overpayment to practice \$.00

Iris Medical at 7.0% for coding and billing \$ 853.77

SUBTOTAL \$ 853.77

Other: Rebate 7.0 percent of refunds \$.00

Other: Balance forward \$.00

Other: \$.00

Other: \$.00

GRAND TOTAL DUE IRIS MEDICAL \$ 853.77

IRIS MEDICAL INC.
563 W 500 S
BOUNTIFUL, UTAH 84010

RECONCILIATION
MORGAN COUNTY AMBULANCE

Date: December 2021

| | |
|---|---------------------|
| Gross revenue generated | \$ <u>43,666.04</u> |
| Total amount deposited | \$ <u>15,965.13</u> |
| Comments: | |
| Total posted on data base | \$ <u>15,965.13</u> |
| Comments: | |
| Revenues billed at 7.0 percent | \$ <u>15,965.13</u> |
| Overpayment to practice | \$ <u>.00</u> |
| Iris Medical at 7.0% for coding and billing | \$ <u>1,117.55</u> |
| SUBTOTAL | \$ <u>1,117.55</u> |
| Other: <u>Rebate 7.0 percent of refunds</u> | \$ <u>.00</u> |
| Other: <u>Balance forward</u> | \$ <u>.00</u> |
| Other: _____ | \$ <u>.00</u> |
| Other: _____ | \$ <u>.00</u> |
| GRAND TOTAL DUE IRIS MEDICAL | \$ <u>1,117.55</u> |



January 07, 2022

0101-000565



MORGAN COUNTY AMBULANCE
PO BOX 886
MORGAN UT 84050-0886

Provider ID: 103001130101
NPI ID:

Dear MORGAN COUNTY AMBULANCE:

We found that the claim listed below were not paid correctly. Due to inaccurate information at the time of processing. We prefer to automatically adjust and repay claims when an error is detected. Unfortunately, we are unable to recover the below amounts at this time and must ask that you refund us. You can make payment by mail or over the phone.

| CURRENT | 1-30 DAYS PAST DUE | 31-60 DAYS PAST DUE | 61-90 DAYS PAST DUE | OVER 90 DAYS PAST DUE | AMOUNT DUE |
|------------|-----------------------|------------------------|------------------------|--------------------------|---------------|
| \$1,305.42 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,305.42 |

Please send payment to:
Attn: Recoveries Team
SelectHealth
P.O. Box 27368
Salt Lake City, UT 84127-0368

Questions? Call our Recoveries Team at 844-512-5687 weekdays, from 8:00 a.m. to 5:00 p.m. TTY users, please call 711.

Sincerely,

Recoveries Team
SelectHealth

| PATIENT | DATE OF SERVICE | SUBSCRIBER NUMBER | CLAIM NUMBER | AMOUNT DUE |
|--|-----------------|---------------------------------------|--------------|------------|
| PROVIDER EXPLANATION OF SERVICE | | PATIENT ACCOUNT NUMBER (if available) | | |
| MICHELLE HAMILTON | 09/26/2021 | 801285909-01 | 219850369700 | \$1,305.42 |
| MORGAN COUNTY AMBULANCE | | | 00000210482 | |
| Corrected Billing Information Received | | | | |

Report Criteria:

Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks
 [Report].Account Number = "104211110000"."104211800000"

| Account Number | Account Title | 2022-22 Original Budget | 2022-22 Final Budget | 2022-22 YTD Actual | 2022-22 Variance | 2022-22 Percentage Used |
|---------------------------------|-------------------------------|----------------------------|-------------------------|-----------------------|---------------------|----------------------------|
| General Fund | | | | | | |
| Sheriff | | | | | | |
| 10-4211-110-000 | Permanent Employees | 997,975.00 | 997,975.00 | 257,573.03 | 740,401.97- | 25.81% |
| 10-4211-130-000 | Employee Benefits | 823,225.00 | 823,225.00 | 155,175.58 | 668,049.42- | 18.85% |
| 10-4211-220-000 | Public Notices | 100.00 | 100.00 | .00 | 100.00- | .00% |
| 10-4211-230-000 | Travel & Training | 12,000.00 | 12,000.00 | 3,012.31 | 8,987.69- | 25.10% |
| 10-4211-240-000 | Office Supplies & Expenses | 5,000.00 | 5,000.00 | 543.76 | 4,456.24- | 10.88% |
| 10-4211-250-000 | Equipment Supplies & Maint | 40,000.00 | 40,000.00 | 27,916.01 | 12,083.99- | 69.79% |
| 10-4211-280-000 | Telephone | 15,000.00 | 15,000.00 | 2,117.42 | 12,882.58- | 14.12% |
| 10-4211-310-000 | Professional & Technical | 31,000.00 | 31,000.00 | .00 | 31,000.00- | .00% |
| 10-4211-340-000 | Serv Not Otherwise Classified | .00 | .00 | .00 | .00 | .00% |
| 10-4211-450-000 | Sheriffs Services | 7,000.00 | 7,000.00 | 1,159.38 | 5,840.62- | 16.56% |
| 10-4211-610-000 | Dispatch Supplies & Maint | .00 | .00 | .00 | .00 | .00% |
| 10-4211-740-000 | Equipment | .00 | .00 | .00 | .00 | .00% |
| 10-4211-740-100 | Lease Principal | .00 | .00 | .00 | .00 | .00% |
| 10-4211-740-200 | Lease Interest | .00 | .00 | .00 | .00 | .00% |
| 10-4211-760-000 | Grant Expenditures | .00 | .00 | .00 | .00 | .00% |
| 10-4211-800-000 | Search and Rescue | 5,000.00 | 5,000.00 | 2,024.13 | 2,975.87- | 40.48% |
| Total Sheriff: | | 1,936,300.00 | 1,936,300.00 | 449,521.62 | 1,486,778.38- | 23.22% |
| General Fund Revenue Total: | | .00 | .00 | .00 | .00 | .00% |
| General Fund Expenditure Total: | | 1,936,300.00 | 1,936,300.00 | 449,521.62 | 1,486,778.38- | 23.22% |
| Net Total General Fund: | | 1,936,300.00- | 1,936,300.00- | 449,521.62- | 1,486,778.38 | 23.22% |
| Net Grand Totals: | | 1,936,300.00- | 1,936,300.00- | 449,521.62- | 1,486,778.38 | 23.22% |

Transfer money from
 Sheriff's acct for Austin's
 wages & Benefits

Report Criteria:

Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks
 [Report].Account Number = "104255110000"."104255760000"

| Account Number | Account Title | 2022-22 Original Budget | 2022-22 Final Budget | 2022-22 YTD Actual | 2022-22 Variance | 2022-22 Percentage Used |
|--|------------------------|----------------------------|-------------------------|-----------------------|---------------------|----------------------------|
| General Fund | | | | | | |
| Emergency Management | | | | | | |
| 10-4255-110-000 | Permanent Employees | .00 | .00 | .00 | .00 | .00 |
| 10-4255-120-000 | Temporary Employees | .00 | .00 | .00 | .00 | .00 |
| 10-4255-120-100 | Swift Water Rescue | .00 | .00 | .00 | .00 | .00 |
| 10-4255-130-000 | Employee Benefits | .00 | .00 | .00 | .00 | .00 |
| 10-4255-230-000 | Travel | 2,000.00 | 2,000.00 | 150.00 | 1,850.00- | 7.50% |
| 10-4255-280-000 | Telephone | 1,800.00 | 1,800.00 | .00 | 1,800.00- | .00 |
| 10-4255-610-000 | Miscellaneous Supplies | 1,500.00 | 1,500.00 | 3,525.00 | 2,025.00 | 235.00% |
| 10-4255-760-000 | Grant Expenditures | .00 | .00 | .00 | .00 | .00 |
| Total Emergency Management: | | 5,300.00 | 5,300.00 | 3,675.00 | 1,625.00- | 69.34% |
| General Fund Revenue Total: | | .00 | .00 | .00 | .00 | .00 |
| General Fund Expenditure Total: | | 5,300.00 | 5,300.00 | 3,675.00 | 1,625.00- | 69.34% |
| Net Total General Fund: | | 5,300.00- | 5,300.00- | 3,675.00- | 1,625.00 | 69.34% |
| Net Grand Totals: | | 5,300.00- | 5,300.00- | 3,675.00- | 1,625.00 | 69.34% |

B) Consent Items-

1. Approval of February 1, 2022 meeting minutes with corrections.
Commissioner McConnell moved to approve the February 1, 2022 Meeting Minutes with the approved corrections made today.
Seconded by Commissioner Fackrell.
The Vote was unanimous. The Motion Passed.
2. Approval of February 15, 2022 meeting minutes
Commissioner Anderson moved to approve the February 15, 2022 Meeting Minutes with the corrections as noted today.
Seconded by Commissioner McConnell.
The Vote was unanimous. The Motion Passed.

C) Commissioner Declarations of Conflict of Interest

- No Conflicts of Interest

D) Public Comments

- No public comments

E) Presentations

Bret Heiner – Presentation - POSTPONED UNTIL MARCH 15TH, 2022

Brian Cowen – Weber Morgan Health Department – Monthly update

- There are 8 active cases in Morgan County. None of these cases are in our school age children. There are .09 new cases a day. We haven't seen these low of numbers since July of 2021, before the variants came.
- We are cautiously optimistic as we move forward. The numbers in Morgan County are very good.
- Hospitals are seeing the lowest numbers since October of 2020. There are only 4 patients in intensive care units.
- The Governor is transitioning the state to a Covid Steady State - endemic response instead of a pandemic response. The state has asked us to look at Covid similar to Influenza. It will be around for a long time to come and treated as a respiratory illness.
- The Health Department will monitor Syndromic Data and monitor waste water for the virus.
- March 31, 2022 state contracting testing providers will no longer be providing testing.
- Access to testing will be at pharmacies for in home testing or with your medical provider.
- Commissioner Fackrell asked about continuing vaccinations. Should citizens continue to get the shots or boosters? Dr Cowan suggest that people do continue getting the vaccines and boosters.
- Mask use is still recommended for those who are immune compromised. They are still effective.

F) Action Items –

1. Austin Turner – Discussion/Decision –
 - a. Morgan County Emergency Management approval needed for an invoice for a flooding event.
 - Austin reported that he went through normal procedures to get this bill paid for the Petersen flood, but the request was denied due to being over budget.
 - This flood reoccurs, in the same spot, every few years (3-4 years).
 - Morgan County emergency management would like to use some of the money in the Flood Mitigation Fund to repair this bridge and flooding issue this year. There is at least \$308,000 in the 21 Fund. Ultimately a new bridge is needed.
 - Our request is to take money from this account, Flood Mitigation Fund, to pay for this invoice. Total amount of invoice is \$3525.

Commissioner McConnell moved to approve the expenditure of \$3525 for payment to J Wilkinson and sons for the invoice dated Feb 10th 2022 with the source of funds being the Flood Disaster Fund 21-1100-000-000.

Commissioner McConnell amended the motion to transfer that amount into the Misc. Supplies Account for the Emergency Management Department. From 21-1100-000-000 to account 10-4295-610. To be used to pay an invoice for flood mitigation.

Seconded by Commissioner Fackrell

The Vote was unanimous. The Motion Passed.

2. Darrell Rupp – Discussion/Decision – Blaine Fackrell explained.

a. The Morgan Valley Car Show is requesting to partner with the County for Meetings to be held in the Auditorium at the County building.

- The Morgan Valley Car Show Committee is requesting, like they did last year, a donation of \$500, use of the auditorium for meetings - at no charge, to partner with the County and use our insurance coverage, and to waive the fee for fair participation.
- Commissioner Fackrell will be meeting with the committee each time they meet so he will make sure they have access to a meeting area at no charge.
- Attorney Smith recommended that this organization does not piggy back off of County Insurance. They should get their own coverage.
- It may be possible to waive the fees, and to waive the insurance requirement.
- They are partnering with the Lions Club this year.
- The fee can be waived and all other items put on the Agenda for next time to have them request the \$500.

Commissioner McConnell moved to approve the waiver of the fee for the Morgan Valley Car Show for the County Fairgrounds

Seconded by Commissioner Fackrell.

The Vote was unanimous. The Motion Passed

Commissioner McConnell: We will bring back the other issues.

3. Fire Chief Boyd Carrigan – Discussion/Decision –

a. Reclassification of 2 positions and increase in pay

- Fire Marshall
- Admin Asst

Julie Rees, HR, explained the request to the commissioners.

Employee #830 Pay Grade Reclassification and Pay Grade change. At this time #830 is Grade 12 and needs to be upgraded to a Grade 14 with 3-years experience and also increase wage from \$16.97 to \$18.71.

Both employees have changed positions and added certifications and more duties.

Commissioner McConnell moved to adjust the compensation for employment # 830 to a Grade 14 at a rate of \$18.71 per hour effective March 1, 2022.

Seconded by Commissioner Anderson

The Vote was unanimous. The Motion Passed.

Employee #104 Pay Grade Reclassification and Pay Grade change. Reclassify from Grade 15 to a Grade 17 with 5 - years experience and an increase in pay from \$21.59 to \$25.33.

MORGAN COUNTY * COUNTY AUDITOR - Morgan, Utah 84050

101662

Vendor: J Wilkinson & Sons LLC (28564)
PO Box 850
Morgan UT 84050

3/14/2022

| <u>INVOICE #</u> | <u>INV DATE</u> | <u>DESCRIPTION</u> | <u>INV AMOUNT</u> | <u>GL Number</u> |
|------------------|-----------------|--------------------|-------------------|------------------|
| 204 | 1/12/2022 | Repair Shoulder | 3,525.00 | 10-4255-610-000 |

TOTAL AMOUNT 3,525.00

MORGAN COUNTY
REQUEST FOR PAYMENT

VENDOR NAME: J Wilkinson & Sons LLC

MAILING ADDRESS: PO Box 850
Morgan, UT 84050

INVOICE NO: 204

INVOICE DATE: Jan 12
Mar 7, 2022

ACCOUNT #: _____

PAYMENT DUE DATE: _____

DESCRIPTION: _____
AMOUNT DUE: \$3525.00 GL ACCOUNT # 10 4255 610

EXPLANATION OF PURCHASE: _____

APPROVED BY: [Signature]
DEPARTMENT HEAD

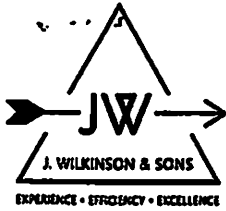
3-7-22
DATE

COUNTY AUDITOR

REJECTED FOR:

INCOMPLETE FORM
OVER BUDGET
MISSING DOCUMENTATION

Revised 1/3/07



Invoice #204

Jan 12, 2022

BILL TO

Morgan County Public Works
P.O. Box 530
Morgan, Utah 84050
bheiner@morgan-county.net

FROM

J. Wilkinson & Sons LLC
PO Box 850
Morgan, UT 84050
jwilkinsonandsons@gmail.com
+1 8018292012

INVOICE ITEMS

AMOUNT

Minimum Mobilization Charge

\$750.00

180 G Hourly Rate

\$1,575.00

7.50 hrs x \$210.00/hr

Repair Shoulder

\$1,200.00

\$3,525.00

PAYMENT DUE JAN 21, 2022

MESSAGE

Thanks for your business.

10-4148

HR BUDGET 2022

| BUDGET | EXISTING | SUGGESTED BUDGET |
|--------------------------------|------------|------------------|
| EMPLOYEES 110 | 70,000.00 | 70,000.00 |
| BENEFITS | 45,247.00 | 45,247.00 |
| TRAVEL - 230 | 300.00 | 500.00 |
| TRAINING - 230 | 300.00 | 500.00 |
| EQUIPMENT - 250 | 50.00 | 500.00 |
| SUPPLIES - 240 | 100.00 | 1,000.00 |
| MARKETING/PUBLIC NOTICES - 220 | | 300.00 |
| SUBSCRIPTIONS - 210 | 400.00 | |
| EMPLOYEE APPRECIATION - 320 | | 4,500.00 |
| | 116,397.00 | 122,547.00 |

same

200.00

450.00

900.00

300.00



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 on

MORGAN COUNTY COMMISSION MEETING MINUTES

April 5, 2022

Commencing at 4:00 pm

COMMISSION PRESENT:

Jared Anderson
Michael Newton
Blaine Fackrell
Robert McConnell
Matt Wilson

OTHER STAFF PRESENT:

Garrett Smith, County Attorney
Julie Rees, Executive Assistant to Commission/HR
Lance Evans, Community Development Director
Bret Heiner, Public Works Director
Leslie Hyde, Elected Clerk/Auditor
Zachary White, Elected Treasurer
Blaine Breshears, Elected Sheriff
Austin Turner, Deputy Sheriff/Emergency Services
James Wagner, Chief Deputy Sheriff
Honor Hellekson, EMS/Fire Fighter
Boyd Carrigan, Fire Chief
Jeremy Archibald, IT Director
Joe Garfield, Airport Manager

OTHERS PRESENT:

Michelle Lyman
George Sousa
Mauricio Melendez
James Ebert
Debbie Sessions
Joe Garfield
Peter Robbins
Carol Ralphs
Andrea Franklin
Norma Hassell
Jon Cannon
Nancy Potter
Darin Hawkes
Rod Mecham
Greg Vidrine
Mike Munsee
Dixie Munsee
Karl Abbott

4:00 WORK SESSION

○ **Budget Review with Leslie**

- Leslie asked for advice on how she should handle those departments who are going over their budget.
- The Commissioners looked over each department and asked Leslie to help each department deal with issues early instead of waiting until the end of the year.
- Public Works – The fleet will go over in gas expenses.
- Leslie went through line by line throughout departments where needed.

○ **Budget Request Employee Appreciation - HR**

- Julie asked the Commission to consider adding the employee appreciation plan and budget into the HR Budget.
- Commission was positive about it and said to work with Leslie on my budget and go ahead and add this plan. Leslie and Julie will work on this together and alter the HR Budget to reflect this and other items recommended by the HR manager.

○ **Employee & Pay Policy - HR**

- Postpone for next Work Session.

Employee Appreciation - Community Bonding Budget \$550.00

1. **Holiday Department Door Decorating Competitions for: Court, Sheriff, Fire, Treasurer, Assessor, Planning, Clerk Auditor, Records, HR, Legal, IT, 4H, Library, Custodial, Public Works. 15 Departments**
 - a. New Years - January
 - b. Valentines - February
 - c. St Patrick's Days - March
 - d. Easter - April
 - e. Mother's Day - May
 - f. Father's Day - June
 - g. Patriotic - July
 - h. Back to School - August - Sept
 - i. Halloween - October
 - j. Thanksgiving - November
 - k. December - Christmas
 - i. 11 Door Decorating events, 15 Departments asked to participate.
 - ii. \$50 Gift Card for the winner of the Door Decorating
 - iii. \$550 total Budget for the year
 - iv. Each winner is asked to use at least their first winnings to purchase items for decorating their doors.
 - v. Are these holidays ok for the County to celebrate?
2. **Monday Donut or Bagel treats in breakroom \$1,500.00**
 - a. Budget needed \$30 weekly X \$1,500 Annual or less
 - b. Julie pick up on her way to work on Mondays.
3. **Luncheons Quarterly for all employees \$2,000 Total**
 - a. Purchase a lunch for all departments
 - b. Set up in Commission Room or Auditorium or Entry
 - c. \$500 per catering
 - d. 4 times per year
 - e. 2 times per year \$1,000.00
4. **Birthday little gift bags \$300 - \$400**
 - a. Delivered to each birthday person, once a year, on their birthday or birthday week.
 - b. Small tokens in a cute little bag with a cute note attached.
 - c. Items to be included: pens, Chocolate, mints, mini lotion, mini hand sanitizer, logo'd items, chap sticks, candy bars, Note pads, stress balls, other trinkets.
 - d. Each gift under \$5 total

Total Budget needed to build moral and help bring the departments back together. \$4,500 Annually (\$375 per month)

Let me know what you think and if this is something I could start mid-year?
I am also working on the HR Budget.

This is the Human Resource Budget at this time. This really needs to be readjusted.
As you can see there is not a budget here for the request above.

Report Criteria:

Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks
 [Report].Account Number = "104411110000"-104411900000"

| Account Number | Account Title | 2022-22 Original Budget | 2022-22 Final Budget | 2022-22 YTD Actual | 2022-22 Variance | 2022-22 Percentage Used |
|---------------------------------|--------------------------------|----------------------------|-------------------------|-----------------------|---------------------|----------------------------|
| General Fund | | | | | | |
| Public Works/Engineering | | | | | | |
| 10-4411-110-000 | Permanent Employees | 54,225.00- | 54,225.00- | 67,484.06 | 188,045.94- | 26.41% |
| 10-4411-120-000 | Temporary Employees | .00 | .00 | .00 | .00 | .00 |
| 10-4411-130-000 | Employee Benefits | 6,981.00 | 6,981.00 | 34,176.37 | 136,985.63- | 19.97% |
| 10-4411-210-000 | Books, Subscriptions & Members | 150.00 | 150.00 | .00 | 150.00- | .00 |
| 10-4411-220-000 | Public Notices | 521.00 | 521.00 | .00 | 521.00- | .00 |
| 10-4411-230-000 | Travel & Training | 2,600.00 | 2,600.00 | 761.56 | 1,838.44- | 29.29% |
| 10-4411-240-000 | Office Supplies & Expenses | 1,000.00 | 1,000.00 | .00 | 1,000.00- | .00 |
| 10-4411-250-000 | Equipment Supplies & Maint | 6,500.00 | 6,500.00 | 8,745.39 | 2,245.39 | 134.54% |
| 10-4411-270-000 | Utilities | 8,000.00 | 8,000.00 | 6,586.10 | 1,403.90- | 82.45% |
| 10-4411-280-000 | Telephone | .00 | .00 | .00 | .00 | .00 |
| 10-4411-310-000 | Professional & Technical | .00 | .00 | .00 | .00 | .00 |
| 10-4411-410-000 | Special Highway Supplies | .00 | .00 | .00 | .00 | .00 |
| 10-4411-610-000 | Class "B" Expenditures | .00 | .00 | .00 | .00 | .00 |
| 10-4411-620-000 | Engineering Services | 10,000.00 | 10,000.00 | .00 | 10,000.00- | .00 |
| 10-4411-740-000 | Equipment | 5,500.00 | 5,500.00 | 2,276.78 | 3,223.22- | 41.40% |
| 10-4411-740-100 | Lease Principal | .00 | .00 | .00 | .00 | .00 |
| 10-4411-740-200 | Lease Interest | .00 | .00 | .00 | .00 | .00 |
| 10-4411-750-000 | Chemicals/Mower | 10,000.00 | 10,000.00 | .00 | 10,000.00- | .00 |
| 10-4411-760-000 | CDBG - Bathroom Remodie | .00 | .00 | .00 | .00 | .00 |
| 10-4411-900-000 | Capital Outlay | .00 | .00 | .00 | .00 | .00 |
| Total Public Works/Engineering: | | 2,993.00- | 2,993.00- | 120,040.26 | 350,922.74- | 25.49% |
| General Fund Revenue Total: | | .00 | .00 | .00 | .00 | .00 |
| General Fund Expenditure Total: | | 2,993.00- | 2,993.00- | 120,040.26 | 350,922.74- | 25.49% |
| Net Total General Fund: | | 2,993.00 | 2,993.00 | 120,040.26- | 350,922.74 | 25.49% |
| Net Grand Totals: | | 2,993.00 | 2,993.00 | 120,040.26- | 350,922.74 | 25.49% |

Move \$4,000 from Engineering
 to Equipment Supplies and
 Maintenance

Report Criteria:

Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks
 [Report] Account Number = "104150160000"- "104150800000"

| Account Number | Account Title | 2022-22 Original Budget | 2022-22 Final Budget | 2022-22 YTD Actual | 2022-22 Variance | 2022-22 Percentage Used |
|---------------------------------|--------------------------------|----------------------------|-------------------------|-----------------------|---------------------|----------------------------|
| General Fund | | | | | | |
| Non-Departmental | | | | | | |
| 10-4150-160-000 | 1% Restaurant Tax | .00 | .00 | .00 | .00 | .00 |
| 10-4150-210-000 | Books, Subscriptions & Members | 30,000.00 | 30,000.00 | 44,915.23 | 14,915.23 | 149.72% \$ 5000 |
| 10-4150-220-000 | Public Notices | .00 | .00 | .00 | .00 | .00 |
| 10-4150-240-000 | Office Supplies & Expenses | 2,500.00 | 2,500.00 | 1,336.86 | 1,163.14 | 53.47% |
| 10-4150-250-000 | Equipment Supplies & Maint | 2,500.00 | 2,500.00 | 809.84 | 1,690.16 | 32.39% |
| 10-4150-280-000 | Telephone | 14,000.00 | 14,000.00 | 3,507.65 | 10,492.35 | 25.05% |
| 10-4150-310-000 | Professional & Technical | 100,000.00 | 100,000.00 | 50,000.00 | 50,000.00 | 50.00% \$ 120,000 |
| 10-4150-340-000 | Serv Not Otherwise Classified | 25,000.00 | 25,000.00 | 25,445.03 | 445.03 | 101.78% |
| 10-4150-510-000 | Insurance | 130,000.00 | 130,000.00 | 138,829.43 | 8,829.43 | 106.79% \$ 22,425 |
| 10-4150-520-000 | Wage & Benefit Adjustments | .00 | .00 | 15,165.54 | 15,165.54 | .00 |
| 10-4150-530-000 | Insurance Claim Expenses | .00 | .00 | 71,535.55 | 71,535.55 | .00 |
| 10-4150-610-000 | Miscellaneous Expense | .00 | .00 | .00 | .00 | .00 |
| 10-4150-670-000 | County - CAREs | .00 | .00 | 55,292.69 | 55,292.69 | .00 |
| 10-4150-675-000 | County ARPA | .00 | .00 | 82,150.98 | 82,150.98 | .00 |
| 10-4150-680-000 | School - CAREs | .00 | .00 | .00 | .00 | .00 |
| 10-4150-690-000 | Business CARE's | .00 | .00 | .00 | .00 | .00 |
| 10-4150-750-000 | County Parks | .00 | .00 | .00 | .00 | .00 |
| 10-4150-760-000 | Envision Morgan | .00 | .00 | .00 | .00 | .00 |
| 10-4150-765-000 | General Plan Update | .00 | .00 | .00 | .00 | .00 |
| 10-4150-770-000 | Seed Weber/Davis/Morgan | .00 | .00 | .00 | .00 | .00 |
| 10-4150-900-000 | Capital Outlay | .00 | .00 | .00 | .00 | .00 |
| Total Non-Departmental: | | 304,000.00 | 304,000.00 | 488,988.80 | 184,988.80 | 160.85% |
| General Fund Revenue Total: | | .00 | .00 | .00 | .00 | .00 |
| General Fund Expenditure Total: | | 304,000.00 | 304,000.00 | 488,988.80 | 184,988.80 | 160.85% |
| Net Total General Fund: | | 304,000.00- | 304,000.00- | 488,988.80- | 184,988.80- | 160.85% |
| Net Grand Totals: | | 304,000.00- | 304,000.00- | 488,988.80- | 184,988.80- | 160.85% |

10-4150-510 INSURANCE

| | |
|-----------------------------------|-----------------|
| BLOMQUIST HALE | \$4,310 |
| UCIP AIRPORT INSURANCE | \$3,200 |
| AMOUNT ALREADY OVER BUDGET | \$14,915 |
| TOTAL | \$22,425 |

Leslie Hyde

From: Cindee Mikesell
Sent: Monday, April 25, 2022 5:07 PM
To: Leslie Hyde
Subject: Resolution

Hi Leslie,

I will be buying more garbage can by the end of the year and it will be putting me over budget.

I normally buy 100 in spring and 100 in fall. Can I get more money put into this account so I will have enough in there for my purchase.

57-4424-250-00 \$ 5,000

Thanks

Cindee Mikesell

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

ACTION ITEMS



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22 Time Requested: _____
Name: Leslie Hyde Phone: (801) 845-4010
Address: _____
Email: lhyde@morgancountyutah.gov Fax: _____
Associated County Department: Clerk/Auditor

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of Ordinance for Tax Sale procedure

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

| |
|---|
| |
| |
| ✓ |
| |

MORGAN COUNTY ORDINANCE CO-22-

AN ORDINANCE OF MORGAN COUNTY, UTAH, ESTABLISHING THE METHOD, RULES AND PROCEDURES FOR CONDUCTING THE ANNUAL TAX SALE, ESTABLISHING AN EFFECTIVE DATE, AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

Whereas, 59-2-1351.1, Utah State Code Annotated, authorizes the Morgan County Commission to establish procedures, by ordinance, for the sale of properties which have delinquent property taxes, in a manner which best protects the financial interests of the delinquent property owner and meets the needs of the County in collecting delinquent property taxes due; and

Whereas, the Morgan County Commission finds a public auction with the following defined rules and procedures, provides a fair opportunity for individuals to buy property with delinquent taxes, provides for a mechanism whereby properties may be sold in one day, and protects the financial interests of the owner of property by selling a property to the highest bidder.

NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF MORGAN COUNTY, UTAH, ORDAINS AS FOLLOWS:

SECTION 1. DEFINITIONS

A. As used in this ordinance:

- a. "Administrative cost" mean expenses incurred by Morgan County in preparation of the tax sale.
- b. "Bid" means a binding offer of a purchase price for a property.
- c. "Bidder" means a natural person, husband and wife, or a licensed business entity.
- d. "Collusive bidding" means any agreement or understanding reached by two or more parties that in any way alerts the bids the parties would otherwise offer absent the agreement or understanding.
- e. "Public employee" means a person who is not a public officer who is employed on a full-time, part-time, or contract basis by the County.
- f. "Public officer" means all elected or appointed officers of the County who occupy policy making posts.
- g. "Substantial interest" means the ownership, either legally or equitably, by an individual, the individual's spouse, or the individual's minor children, or at least 10% of the outstanding capital stock of a corporation or 10% interest in any other business entity.
- h. "Tax sale" means the sale of properties with delinquent property tax due as authorized in Utah State Code Ann 59-2-1351 et. seq.

SECTION 2. BIDDER REGISTRATION PROCEDURES

The Morgan County tax sale, auction will be conducted via an internet website ONLY. Each bidder must register with the online company conducting the tax sale. The name of the auction company will be indicated on the County website. Bid deposits may be necessary to register as a bidder. This process must be completed no later than the date and time indicated.

The County nor the online auction company can or will be held responsible for late or misdirected bid deposits, proxy bids or any other transmission, mailing, email or other correspondence necessary to participate in the bid.

SECTION 3. REDEMPTION RIGHTS AND PROCEDURES

A property may be redeemed in behalf of the record owner, by any person, at any time prior to the start of the tax sale, on the scheduled date. Property is redeemed by paying to the County Treasurer, all delinquent taxes, interest, penalties, and administrative costs which have accrued on the property. Paying the delinquent amount does not grant ownership to the individual(s) or party(s) paying all delinquent taxes, interest penalties and administrative costs. This only removes the property from the tax sale.

SECTION 4. PROHIBITED CONDUCT

Collusive bidding is not permitted and is punishable as a Class C Misdemeanor. Collusive bidding means to conspire to rig bids or fix prices to make it difficult or impossible for other individuals to take part or participate in the bidding process.

SECTION 5. CONFLICT OF INTEREST PROHIBITIONS AND DISCLOSURE REQUIREMENTS

Every County official or employee who purchases or has a substantial interest in any business entity which purchases property at the tax sale must disclose said interest in a sworn statement filed with the Morgan County Clerk and a copy of which provided to the Morgan County Commission, Morgan County Attorney's Office, and their immediate supervisor. These disclosures are public information and shall be available to the public for inspection.

No official or employee may have a personal investment in a business entity which will create a substantial conflict between their private interest and their public duties related to the tax sale.

SECTION 6. CRITERIA FOR ACCEPTING OR REJECTING BIDS

All bidding shall be conducted through the online company conducting the tax sale for the County. Bidding will advance in increments of a minimum of \$100 or as indicated on each parcel listed for sale with the minimum acceptable bid starting at taxes which includes; delinquent taxes, penalties, interest and administration fee.

All bids shall be considered conditional, whether or not the bid is contested, until reviewed and accepted by the Board of County Commissioners acting at a regularly scheduled Commission meeting.

The County reserves the right to reject any and/or all bids.

SECTION 7. SALE RATIFICATION PROCEDURES

The Morgan County Clerk/Auditor, or assigned deputy, shall present the results of the Delinquent Tax Sale no later than two regularly scheduled Commission meetings after the sale. The County Clerk/Auditor, or assigned deputy, will inform the Commission regarding the number of properties sold, the number of properties struck off to the County, and the high bid amount for each property offered for sale at the tax sale.

The County Commission may ratify the results of the tax sale after hearing the details offered by the Morgan County Clerk/Auditor or assigned deputy.

SECTION 8. CRITERIA FOR GRANTING BIDDER PREFERENCE

All bidders have an equal opportunity to offer a bid on properties. Bids may be placed incrementally, or by "auto bid" in which a bidder's maximum offer is confidentially recorded by the system. Bidders who make a bona fide bid in the highest amount for a property become the successful bidder of the property auction.

SECTION 9. METHOD AND PROCEDURE OF PAYMENT, FEES, AND PREMIUMS

All bids are an irrevocable offer to purchase the property in question. A bidder is legally and financially responsible for all properties bid upon. Payment in full by certified check/money order or credit card will be required not later than five (5) business days after the tax sale closes, unless otherwise advertised. No personal checks will be accepted.

A recording fee is required in addition to the winning bid. Premiums charged by the online auction company may be associated with the sale of properties. This amount will be added to the winning bid and will be included in the total purchase price paid by the buyer to the seller. If the payment policy is not adhered to, the successful bidder will be considered in default. Any bid deposits will be forfeited to the Morgan County Treasurer and the successful bidder will be banned from future sales. The Morgan County Treasurer reserves the right to pursue all available legal remedies against a non-paying bidder.

SECTION 10. PROCEDURES FOR CONTESTING BIDS AND SALES

Any person wishing to contest any action takes in connection with the Morgan County tax sale must present protest to the Morgan County Commission, through the Morgan County Clerk/Auditor's Office in writing, within ten (10) calendar days of the sale.

SECTION 11. CRITERIA FOR STRIKING PROPERTIES TO THE COUNTY

Any parcel which does not receive a minimum bid shall be struck off to Morgan County. Parcels struck off to the County may be available for sale through the Morgan County Clerk/Auditor's Office when approved by the Morgan County Commission.

Upon any final bid being rejected, the parcel may be offered to a bidder who offered the second highest bid in the amount of that bid. If the second highest bidder rejects the offer, the property shall be struck off to Morgan County.

SECTION 12. PROCEDURES FOR DISCLOSING PROPERTIES WITHDRAWN FROM THE SALE

The auction website will update the list of properties as often as possible, until the week leading up to the tax sale, then it will update once a day until the start of the sale. The Morgan County website will be updated daily with any changes in the available properties. If the list is published in a local newspaper, it will be updated with any changes prior to its publication each week.

Any properties which are redeemed or removed immediately prior to the beginning of the live auction the day of the tax sale, will be stricken and removed from live bidding prior to the close of the bid group.

SECTION 13. DISCLAIMER BY COUNTY WITH RESPECT TO TAX SALE PROCEDURES

Properties sold via the online Morgan County tax sale shall be conveyed by Auditor's Tax Deed. The form of deed is not a warranty deed. No warranty or guarantee is made, expressed or implied, relative to the title, location, or condition of properties for sale. In addition, the County assumes no responsibility, implies, or otherwise, that tax sale properties are in compliance with zoning ordinances, mining and reclamation regulations, building codes and permits and/or any other applicable regulations or permits. In addition, Morgan County makes no warranties or representations as to whether the property is buildable or developable.

Any property sold pursuant to the tax sale is without guarantee or warranty whatsoever as to existence, correctness of ownership, size, boundaries, location, structures or lack of structures upon the land, liens, titles, or any other matter or thing whatsoever. Morgan County does not warrant or represent that any property purchased during the tax sale is habitable or in any particular condition.

Morgan County also makes no warranties or representations regarding the accuracy of the assessment of the property or accuracy of the legal description of the real estate or improvements thereon. It is the responsibility of the bidder to determine the physical aspects of the property, its geographical location, and accessibility. Morgan County makes no warranties regarding the availability, validity, or existence of water rights associated with any of the properties sold during tax sale.

It is the bidder's responsibility to determine the liabilities, including other liens and encumbrances, that exist on each property before and after the sale. The properties are sold "as is". Additionally, Morgan County is not liable in any way whatsoever for damages sustained to property purchased from the time of the sale until the recordation of the tax deed to a purchaser.

All properties sold at the Morgan County tax sale fall under the rule of caveat emptor, or "let the buyer beware," and all purchasers are accordingly hereby so notified.

SECTION 14. SEVERABILITY

Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful, or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

SECTION 15. REPEAL OF CONFLICTING ORDINANCES

To the extent that any ordinances, resolutions or policies of Morgan County conflict with the provisions of this ordinance, they are hereby amended to comply with the provisions thereof.

SECTION 16. EFFECTIVE DATE

This ordinance shall become effective immediately after the required publication thereof, as set forth in Utah State Code 17-53-208(6).

**PASSED AND ADOPTED BY THE COUNTY COMMISSION OF MORGAN COUNTY, STATE OF UTAH, THIS
3RD DAY OF MAY 2022.**

MORGAN COUNTY GOVERNING BODY:

ATTEST:

MICHAEL NEWTON, COUNTY COMMISSION CHAIR

LESLIE A. HYDE, CLERK/AUDITOR

APPROVED AS TO FORM:

GARRETT SMITH, ATTORNEY

COMMISSION MEMBERS:

VOTING:

| | AYE | NAY | ABSENT |
|------------------|-------|-------|--------|
| MICHAEL NEWTON | _____ | _____ | _____ |
| JARED ANDERSON | _____ | _____ | _____ |
| BLAINE FACKRELL | _____ | _____ | _____ |
| ROBERT MCCONNELL | _____ | _____ | _____ |
| MATT WILSON | _____ | _____ | _____ |



County Commission Agenda Request Form

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

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

Email: jrees@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: 5/3/22

Time Requested: 5 min

Name: Ella Blackett

Phone: (801) 645-0671

Address: Laura Blackett 3450 Hidden Meadow Cir

Email: klblackett@msn.com

Fax: _____

Associated County Department: Community

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

The Morgan High Cheerleaders are giving a service of putting up flags on 6 observed flag holidays for the 2022 year. The cost is \$30 per flag. In the past the County usually gets between 10 - 12 flags.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

G2

Julie Rees

From: Leslie Hyde
Sent: Monday, April 25, 2022 7:32 AM
To: Julie Rees
Cc: klblackett@msn.com
Subject: FW: Cheerleaders selling Flags

Leslie A. Hyde
Morgan County Clerk/Auditor

From: KEVIN Blackett <KLBLACKETT@msn.com>
Sent: Sunday, April 24, 2022 11:30 PM
To: Stacy Clark <sclark@morgancountyutah.gov>
Subject: Cheerleaders selling Flags

Hi Stacy,
I was wondering if you could put the Morgan High Cheerleaders on the agenda for your next meeting? I will drop off the county council agenda request form.
Thanks!
Laura Blackett

Sent from Mail for Windows

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.
Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.



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Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22 Time Requested: _____
Name: Jason Morgan Phone: (801) 940-7528
Address: 2245 N. Morgan Valley Dr
Email: Morgantractor@readytek.net Fax: _____
Associated County Department: Morgan Conservation District

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Donation for the Bag of Woad Program
~~Dumpster Fees for Bag of Woad~~
Waive Fairgrounds Fees for Morgan Baby Animal Days

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

| |
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| |
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Julie Rees

From: Jotform <noreply@jotform.com>
Sent: Sunday, April 24, 2022 8:46 PM
To: Julie Rees
Subject: Re: County Commission Agenda Request Form
Attachments: 5266639803722892606-County-Commission-Agenda-Request-Form.pdf



County Commission Agenda Request Form

commission Meeting Date 05/03/2022

Amount of time requested 00:10

Name Jason Morgan

Phone (801) 940-7528

Address 2245 N. Morgan Vly Dr.

Email morgantractor@readytek.net

Type a question Morgan Conservation District

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC
Donation for the Bag of Woad program
Dumpster fees for Bag of Woad
Waive fairground fees for Morgan Baby Animal Days

WILL YOUR AGENDA ITEM BE FOR

File Upload [Baby Animal Days Flyer.pdf](#)
[Bag o Woad Flyer 2022.pdf](#)

You can [edit this submission](#) and [view all your submissions](#) easily.



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22

Time Requested: _____

Name: Commissioner Matt Wilson

Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: FIRE/EMS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

FIRE/EMS REMODEL

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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County Commission Agenda Request Form

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Email: jrees@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: 05/03/2022 Time Requested: _____
Name: Rachel Turk Phone: (801) 829-6713
Address: 50 N 100 W.
Email: rturk@morgancountyutah.gov Fax: _____
Associated County Department: Historical Society and Preservation Commission

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Present the 2021 Annual Report for the Morgan County Historical Society and Preservation Commission. Will need Commission Approval of the report, but this will mostly be a presentation.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Julie Rees

From: Jotform <noreply@jotform.com>
Sent: Tuesday, April 26, 2022 12:06 PM
To: Julie Rees
Subject: Re: County Commission Agenda Request Form
Attachments: 5268055307174251454-County-Commission-Agenda-Request-Form.pdf



County Commission Agenda Request Form

commission Meeting Date 05/03/2022

Amount of time requested 15:00

Name Rachel Turk

Phone (801) 829-6713

Address 50 N 100 W.

Email rturk@morgancountyutah.gov

Type a question Historical Society and Preservation Commission

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC Present the 2021 Annual Report for the Morgan County Historical Society and Preservation Commission. Will need Commission Approval of the report, but this will mostly be a presentation.

WILL YOUR AGENDA ITEM BE FOR

File Upload [2021 Annual Report for Commission.pdf](#)

You can [edit this submission](#) and [view all your submissions](#) easily.



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22 Time Requested: _____
Name: DeVan Carter Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: Fair

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision - DeVan Carter - allowing a Beer Garden at the County Fair and a resolution for the temporary allowance of alcohol on County Property.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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Julie Rees

From: Mike Newton
Sent: Monday, April 25, 2022 4:46 PM
To: Julie Rees; Matt Wilson
Subject: Agenda item

Julie,

Please add an agenda item for DeVan Carter to discuss having a beer garden at the County Fair.

Discussion / Decision- DeVan Carter - allowing a beer garden at the county fair and a resolution for the temporary allowance of alcohol on County Property.

Thanks,

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.



County Commission Agenda Request Form

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

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

Email: jrees@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: 5/3/22 Time Requested: 10 minutes
Name: Lance Evans Phone: (801) 845-4059
Address: 48 W Young Street
Email: levans@morgancountyutah.gov Fax: _____
Associated County Department: Planning & Development

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision – A proposed final plat subdivision for Canyon View Commercial West Consisting of 9 lots on 19.86 acres. Located approximately at 5800 W. Old Highway Road in Mountain Green.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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COUNTY COMMISSION STAFF REPORT

Final Plat
May 3, 2022

Canyon View Commercial West Subdivision Final Plat
Public Meeting
File #21.030

Applicant: Val and Heather Poll
Property Address: 5800 W Old Highway Road
Area: 52.37 acres

General Plan Land Use Designation: Business Park and Commercial
Zoning District: Highway Commercial (CH)

REQUEST:

Val and Heather Poll requests approval of the Canyon View Commercial West Subdivision Final Plat, a proposed subdivision of 9 lots. The preliminary plan was approved by the County Commission on November 23, 2021.

STAFF RECOMMENDATION: County Staff has reviewed the final application for the Canyon View Commercial West Final Plat. Staff recommends approval of the requested final plat based on the following findings and with the conditions listed below:

Findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with applicable zoning regulations.
4. The developer will install any requisite infrastructure, including roadways, etc.
5. This proposal is not detrimental to the health, safety, and welfare of the public.

Conditions:

1. That the Cooperative Agreement with UDOT and Morgan County is executed prior to recordation.
2. That County Engineer, Surveyor and Mountain Green Fire Protection District concerns are addressed prior to recordation.
3. That all outsourced consultant fees are paid current prior to final plat recordation.
4. That all other local, state, and federal laws are adhered to.

PROJECT DESCRIPTION:

Proposal Details

The applicant is seeking approval of the subdivision Final Plat in the Mountain Green area located at approximately 5800 West Old Highway Road. The property consists of 20.27 acres, the commercial subdivision will consist of nine lots. The subdivision proposes to use Highlands Water Company as their water source and Mountain Green Sewer Improvement district for their proposed method of sewage disposal. The access and frontage will be obtained from the proposed public road off Old Highway Road. The proposal has been reviewed and meets the final design standards as required by Morgan County Code (MCC).

The slope gradients on the site are relatively level, with the surface of the site mainly consisting of a planar floodplain surface. The geological soils on the property are Qaf1. The applicant has submitted a Geotechnical Engineering study prior to preliminary plat submittal. This study is required and has been reviewed during the preliminary plat application process. (MCC 8-12-17J)

Proposed Project Details

| Item | Zone/DA Regulation | Proposal |
|------------------------|--------------------|--|
| Height | 35 feet | Lots will comply |
| Area Regulation | CH Zone | Lots comply |
| Frontage Regulation | None | Lots comply |
| Front Yard Regulations | 25 feet | Setbacks will be confirmed with building permits |
| Side Yard Regulations | 10 feet | Setbacks will be confirmed with building permits |
| Rear Yard Setback | 20 feet | Setbacks will be confirmed with building permits |

Zoning Standards

General Plan and Zoning. The subject property is located along the southern portion of W Old Highway Road and the northern portion of I-84 in unincorporated Morgan County in the Mountain Green area (see Exhibit A). The 2010 Morgan County General Plan and Future Land Use Map (see Exhibit B) have designated this area as Commercial. The property is zoned Highway Commercial (CH).

The purpose of the Business Park designation is:

To provide for commercial nodes on individual parcels and more intense commercial uses near major road corridors. The intent of the Commercial use category is to provide for commercial uses ranging from small-scale commercial which, through sensitive and creative building design, orientation of buildings, access, lighting, signs, parking, and landscaping can be made compatible with adjacent residential neighborhoods, to regional retail, neighborhood retail, family entertainment, office, and compatible employment uses

in master-planned developments.

The purposes of the CH zone are:

To provide areas in appropriate locations adjacent to highways or major streets where activities dependent upon or catering to thoroughfare traffic and the traveling public may be established, maintained, and protected. The regulations of this district are designed to encourage harmony between traffic needs and centers for retail commercial, entertainment, automotive facilities, and other appropriate highway-related activities.

DISCUSSION:

The final plat requirements come from Morgan County's Land Use Management Code, Title 8, Chapter 12, Sections 29-41. Staff has reviewed the requirements and procedures for a final plat and have found that the application request meets the standards with the conditions of approval.

8-12-29: FINAL PLAT; PURPOSE:

The purpose of the final plat is to require formal approval by the County Council before a subdivision plat is recorded in the office of the Morgan County Recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010; amd. Ord. CO-19-09, 10-15-2019)

8-12-36: REVIEW BY THE COUNTY COUNCIL:

Within a reasonable time following the recommended approval of the final plat by the Zoning Administrator, the final plat shall be submitted to the County Council for its review and consideration. The County Council shall not be bound by the recommendations of the Zoning Administrator and may set its own conditions and requirements consistent with this title. If the County Council determines that the final plat is in conformity with the requirements of this title, other applicable ordinances, and that the County Council is satisfied with the final plat of the subdivision, it shall approve the final plat. If the County Council determines that the final plat is not in conformity with this title or other applicable ordinances, it shall disapprove the final plat specifying the reasons for such disapproval. No final plat shall have any force or effect unless the same has been approved by the County Council and signed by the County Council Chairperson and the County Clerk. Best efforts shall be made by staff to notify the Planning Commission of final decisions of the County Council. (Ord. 10-16, 12-14-2010; amd. Ord. CO-19-09, 10-15-2019)

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Fire/EMS Services: All Mountain Green Fire Protection District comments have been
addressed by the applicant

Engineering: All engineering comments have been addressed by the applicant

Surveying: All surveying comments have been addressed by the applicant

Recorders: No Comments

Recommended Motions

Motion for Approval – “I move to approve the Canyon View Commercial West Subdivision Final Plat, application #22.025, allowing for a 9-lot subdivision of land located at 5800 W Old Highway Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated May 3, 2022”

Motion for Approval with Conditions – “I move to approve the Canyon View Commercial West Subdivision Final Plat, application #22.025, allowing for a 9-lot subdivision of land located at 5800 W Old Highway Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated May 3, 2022, and with the following conditions:”

- 1. List any additional findings and conditions...*

Motion for Denial – “I move to deny the Canyon View Commercial West Subdivision Final Plat, application #22.025, allowing for a 9-lot subdivision of land located at 5800 W Old Highway Road in unincorporated Morgan County, *due to the following findings:*”

ANALYSIS OF STANDARDS

| Standards | | Findings | Rationale |
|--|--|-------------|---|
| Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-29 states the following: | | | |
| <p>8-12-29: FINAL PLAT; PURPOSE:</p> <p><i>The purpose of the final plat is to require formal approval by the county council before a subdivision plat is recorded in the office of the Morgan County recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010)</i></p> | | | |
| <p>8-12-31: OTHER REQUIRED INFORMATION:</p> <p><i>A. Final storm drainage plans and erosion control plans with final hydraulic and hydrologic storm drainage calculations, water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage, and any other drainage information required by the county engineer in order to demonstrate mitigation of potential harmful impact.</i></p> <p><i>B. Construction drawings which show existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements and the location of all utilities, and shall meet all county standards and specifications. All construction drawings shall have the designing engineer's Utah state license seal, date and signature stamped on all submitted sheets. (Ord. 12-09, 9-18-2012)</i></p> | | | |
| 8-12-32: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION: | | | |
| A | The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable. | Complies | |
| B | The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet. | Complies | |
| C | The plat shall contain a north arrow and scale of the drawing and the date. | Complies | |
| D | Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with | Will comply | Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission |

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| | <p>appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.</p> <p>1. A signature on the plat by a service provider shall be a commitment to provide the respective service to the lots created pursuant to the plat.</p> | | and/or County Commission recommend changes to the plat. |
| E | An accurate and complete survey, which conforms to Utah state law. | Complies | The survey has been completed. |
| F | Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines. | Complies | |
| G | The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot. | Complies | |
| H | All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions. | Complies | |
| I | The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown. | Complies | |
| J | All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications. | Complies | |
| K | All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage. | Complies | |
| L | The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision | Complies | |

| | | | |
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| | shall be shown. All easements shall be clearly labeled and identified. | | |
| M | <p>The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat:</p> <ol style="list-style-type: none"> 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor. | Complies | |
| N | <p>The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate:</p> <ol style="list-style-type: none"> 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: <p><i>OWNERS DEDICATION</i></p> <p><i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 20 .</i></p> <p><i>(Add appropriate acknowledgments)</i></p> <ol style="list-style-type: none"> 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor. 7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat. | Complies | |

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| | <p>8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards.</p> <p>9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county.</p> | | |
| O | <p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p> | Does Not Apply | |
| P | <p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p> | Complies | |

Exhibits:

Attachment A: Vicinity Map

Attachment B: Future Land Use Map

Attachment C: Existing Zoning Map

Attachment D: Final Plat

Attachment E: Application

EXITING CONDITIONS & ZONING

The site is relatively flat sloping to the south and I-84.

Zoning Adjacent to the Property

North: Residential (R1-20)

East: Commercial Highway (CH)

South: F-1, WPR-RSD

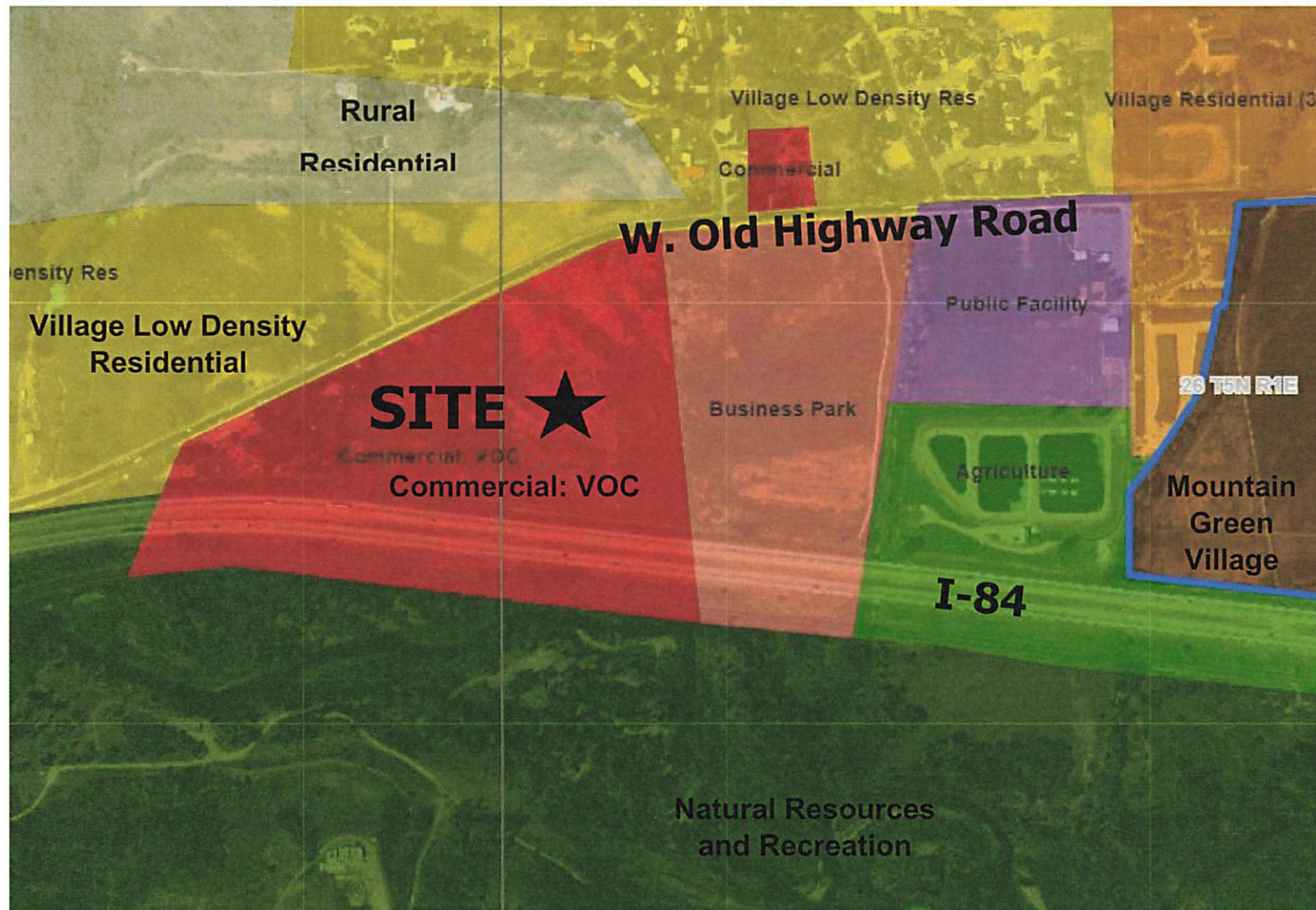
West: Commercial Highway (CH)

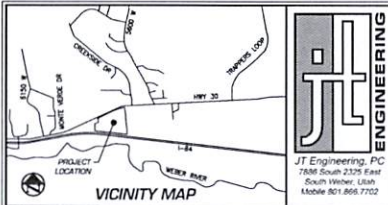


Exhibit A: Vicinity Map



Exhibit B: Future Land Use Map





| SEGMENT | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHORD BEARING |
|---------|--------|---------|------------|---------|--------|---------------|
| C1 | 83.55 | 3899.72 | 113.33° | 41.27 | 83.54 | N84°01'39"W |
| C2 | 414.27 | 1133.50 | 203.35° | 209.39 | 412.05 | N74°26'08"E |
| C3 | 8.07 | 1133.50 | 01°06'00" | 3.04 | 8.07 | S84°18'31"W |
| C4 | 897.12 | 1350.32 | 2°04'44" | 43.58 | 897.11 | S87°04'50"W |
| C5 | 12.25 | 1350.32 | 02°11'11" | 6.13 | 12.25 | S88°58'03"W |
| C6 | 130.89 | 1355.53 | 03°15'57" | 80.50 | 130.84 | S78°54'14"W |
| C7 | 408.20 | 1133.50 | 207°16'29" | 205.25 | 408.07 | S73°43'08"W |
| C8 | 178.93 | 1331.50 | 7°30'51" | 88.08 | 178.91 | S79°30'37"W |
| C9 | 21.99 | 14.00 | 89°59'18" | 14.00 | 15.85 | S70°49'33"E |
| C10 | 12.88 | 250.00 | 2°54'20" | 6.34 | 12.88 | S27°18'21"E |
| C11 | 22.70 | 14.00 | 82°54'20" | 14.73 | 20.29 | S17°43'39"W |
| C12 | 118.40 | 280.00 | 24°25'55" | 60.82 | 118.49 | S38°02'09"E |
| C13 | 153.38 | 280.00 | 31°22'57" | 78.88 | 151.45 | S45°54'35"E |
| C14 | 272.78 | 280.00 | 50°48'52" | 148.30 | 262.10 | S52°42'37"E |
| C15 | 243.84 | 250.00 | 50°48'52" | 132.41 | 234.02 | N05°49'37"W |
| C16 | 203.18 | 220.00 | 52°54'32" | 108.47 | 198.01 | S01°10'47"E |
| C17 | 211.84 | 100.00 | 131°25'53" | 178.31 | 174.44 | S24°39'16"W |
| C18 | 257.30 | 100.00 | 147°25'22" | 242.23 | 191.87 | N02°55'07"W |
| C19 | 488.24 | 100.00 | 288°51'14" | 102.22 | 142.83 | N81°38'03"W |
| C20 | 68.09 | 58.00 | 100°06'05" | 58.66 | 84.33 | N85°48'05"W |
| C21 | 147.15 | 55.00 | 153°17'50" | 231.74 | 127.03 | N60°55'48"E |
| C22 | 243.24 | 55.00 | 253°23'35" | 73.80 | 88.20 | N10°52'36"E |
| C23 | 19.22 | 15.00 | 73°23'54" | 11.18 | 17.83 | N79°02'14"W |
| C24 | 122.82 | 80.00 | 88°02'04" | 77.30 | 111.18 | N02°27'58"E |
| C25 | 37.32 | 100.00 | 211°19'30" | 18.63 | 37.00 | S88°18'01"W |
| C26 | 88.27 | 380.00 | 11°19'50" | 44.74 | 88.27 | N45°00'52"E |
| C27 | 330.88 | 250.00 | 52°54'32" | 124.40 | 222.74 | S58°10'47"E |

NOTES (CONTINUED):

- PRIVATE STORM DRAINAGE SHALL BE COMPLETED ON LOT 8 IN FAVOR OF LOT 1. THE POINT, SIZE, AND LOCATION OF SAID DRAINAGE SHALL BE DETERMINED AT THE TIME EITHER LOT 1 OR LOT 8 IS DEVELOPED. WHICHEVER COMES FIRST, SAID PRIVATE DRAINAGE SHALL, ALONG A STORM DRAIN LINE TO BE BUILT TO EXISTING COUNTY STANDARDS AT THE TIME OF DEVELOPMENT.
- THE RIGHT, PRINCIPLE, AND AUTHORITY HAVE BEEN GRANTED TO MORGAN COUNTY SURVEYOR AND TELEGRAPH COMPANY TO CONSTRUCT, OPERATE, AND MAINTAIN ITS LINES OF TELEPHONE AND TELEGRAPH, INCLUDING THE NECESSARY POLES, WIRES, AND FUTURES AS STATED IN THAT CERTAIN DOCUMENT RECORDED ON DECEMBER 18, 1914 IN BOOK 8-1 AT PAGE 485, OF OFFICIAL RECORDS. IT IS HEREBY CERTIFIED THAT SAID POLES AND WIRES ARE LOCATED ALONG THE FRONTAGE OF OLD HIGHWAY ROAD AND AT THE PORTION OF 2. WEST OF THE SECTION LINE COMMON WITH SECTIONS 26 AND 27. THERE IS NO DEDICATED WIDTH FOR THIS DRAINAGE PROVIDED IN THE DOCUMENT.
- A 50 FOOT WIDE EASEMENT, CENTERED ON A GAS PIPE LINE, HAS BEEN GRANTED TO SERVICE PIPE COMPANY, AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED ON MAY 25, 1984 AT ENTRY NO. 20818 IN BOOK 4 OF JACS AT PAGE 614, OF OFFICIAL RECORDS. IF IT APPEARS THAT THE REFERENCED GAS PIPE IS ALONG THE FRONTAGE OF OLD HIGHWAY ROAD, WITHIN THE RIGHT-OF-WAY OF SAID ROAD, BASED ON ADEQUATE GROUNDED SURVEY, THE FRONTAGE OF THE 50 FOOT WIDE EASEMENT MAY EXTEND 11 FEET +/- WITHIN LOT 1, AND THE PORTION OF LOT 2 LINE WEST OF THE SECTION LINE COMMON WITH SECTIONS 26 AND 27.
- ALL BUILDING CONSTRUCTION TO CONFORM TO THE REQUIREMENTS OF THE MORGAN GREEN FIRE PROTECTION DISTRICT, WHICH INCLUDE BUT ARE NOT LIMITED TO AUTOMATIC FIRE SPRINKLER INSTALLATION AND THE SUBSEQUENT AGREED CONSENTS, CONDITIONS AND RESTRICTIONS.

LEGEND & ABBREVIATIONS:

- SECTION MONUMENT
- BOUNDARY LINE
- SECTION LINE
- LOT LINE
- ROAD CENTERLINE
- EXISTING PARCEL LINE
- EASEMENT LINE, AS NOTED
- BOUNDARY SEGMENT MARKER
- ROW RIGHT OF WAY
- TYP TYPICAL
- MON MONUMENT
- ESMT EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PDE PUBLIC DRAINAGE EASEMENT
- MDS MOUNTAIN GREEN SUBDIVISION IMPROVEMENT DISTRICT
- EX EXISTING EASEMENT (SEE NOTE 10)
- EX EXISTING EASEMENT (SEE NOTE 2)

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAN FOR MATHEMATICAL CORRESPONDENCE, CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAN BY THE MORGAN COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAN FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH. SIGNED THIS ____ DAY OF ____, 2021.

HIGHLANDS WATER COMPANY
APPROVED THIS ____ DAY OF ____, 2021.

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
APPROVED THIS ____ DAY OF ____, 2021.

COUNTY ENGINEERS
APPROVED THIS ____ DAY OF ____, 2021.

COUNTY CLERK
APPROVED THIS ____ DAY OF ____, 2021.

COUNTY CHAIRPERSON
APPROVED THIS ____ DAY OF ____, 2021.

COUNTY ATTORNEY'S
APPROVED THIS ____ DAY OF ____, 2021.

RECORDED #
DATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF
STATE TIME BOOK PAGE
FEE \$ MORGAN COUNTY RECORDER

- NOTES:**
- MORGAN COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN DEVELOPMENTS AS OUTLINED IN THE ADOPTED BUILDING AND FIRE CODES. IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE COUNTY. A PAID APPROX IS REQUIRED TO BE INSTALLED FOR ALL DRIVEWAYS ACCESSING FROM PAVED STREETS AND RIGHTS OF WAY PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 - APPROXIMATE LIMITS OF EXISTING WETLANDS AFFECTING LOT 9 ARE SHOWN WITH A HATCH AS DEFINED IN THE LEGEND. ANY ALTERATIONS TO THE WETLANDS MUST BE AUTHORIZED BY THE APPROPRIATE GOVERNING AGENCY.
 - ALL PROPERTIES ARE SUBJECT TO THE RULES AND REGULATIONS AS SET FORTH IN THE CC&R'S OF THIS PROJECT.
 - A PUBLIC DRAINAGE EASEMENT IS HEREBY DEDICATED BY THIS MAP AS SHOWN ACROSS LOT 9 FOR THE PURPOSES OF INCREASED, EGRESS, EGRESS, FLOODING, DRAINAGE BASINS AND OTHER FACILITIES PERTAINING TO THE STORM DRAINAGE OF THE PROJECT. THE OWNER OF LOT 9 IS RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE FACILITIES ON SAID LOT.
 - ANY CONSTRUCTION, INCLUDING EARTHWORK ACTIVITIES, WITHIN THE 50-FOOT WIDE AREA CENTERED ON THE EXISTING POWER TRANSMISSION LINE ACROSS LOTS 8 AND 9 IS SUBJECT TO APPROVAL BY ROCKY MOUNTAIN POWER.
 - 5/8" REBAR AND CAP, STAMPED WITH LS P17008860, TO BE SET AT ALL ANGLE POINTS OF SIDE LINES, REAR LOT LINES, AND AT EACH REAR LOT CORNER EXCEPT THOSE THAT LIE WITHIN CROWN CREEK.
 - WALL TO BE SET IN CURB AT PROJECTION OF SIDE LOT LINES.
 - PARCEL A IS TO BE RETAINED BY THE MOUNTAIN GREEN SUBDIVISION WATER ASSOCIATION. THIS PARCEL IS UTILIZED FOR AN EXISTING WELL.
 - THE EXISTING SANITARY SEWER EASEMENT, SHOWN HEREON AND REFERENCED IN THE LEGEND, WAS RECORDED AT THE MORGAN COUNTY RECORDER'S OFFICE AS ENTRY NO. 158418 ON APRIL 13, 2021 IN BOOK 376, AT PAGE 11856.
 - THE BOUNDARY FOR THIS MAP IS BASED ON THE RECORD OF SURVEY PREPARED BY JT ENGINEERING, PC AND LAYTON SURVEYS RECORDED AS FILE NO. 5000, ON FEBRUARY 2022 AT THE MORGAN COUNTY RECORDER'S OFFICE.
 - AN 18 FOOT WIDE PERPETUAL CULVERT WATER EASEMENT IS HEREBY DEDICATED BY THIS MAP TO THE MOUNTAIN GREEN SUBDIVISION WATER ASSOCIATION (MGSWA) TO BE USED FOR THE MAINTENANCE AND OPERATION OF EXISTING CULVERT WATER LINES AND RELATED WATER FACILITIES AS MAY BE AUTHORIZED BY MGSWA, OVER, ACROSS AND UNDER THE REAL PROPERTY, AS SHOWN HEREON ACROSS LOTS 3 AND 7.

DETAIL F (1"=10')

DETAIL G (1"=50')

DETAIL H (1"=20')

DETAIL I (1"=40')

DETAIL J (1"=20')

DETAIL K (1"=20')

DETAIL L (1"=20')

DETAIL M (1"=20')

DETAIL N (1"=20')

DETAIL O (1"=20')

DETAIL P (1"=20')

DETAIL Q (1"=20')

DETAIL R (1"=20')

DETAIL S (1"=20')

DETAIL T (1"=20')

DETAIL U (1"=20')

DETAIL V (1"=20')

DETAIL W (1"=20')

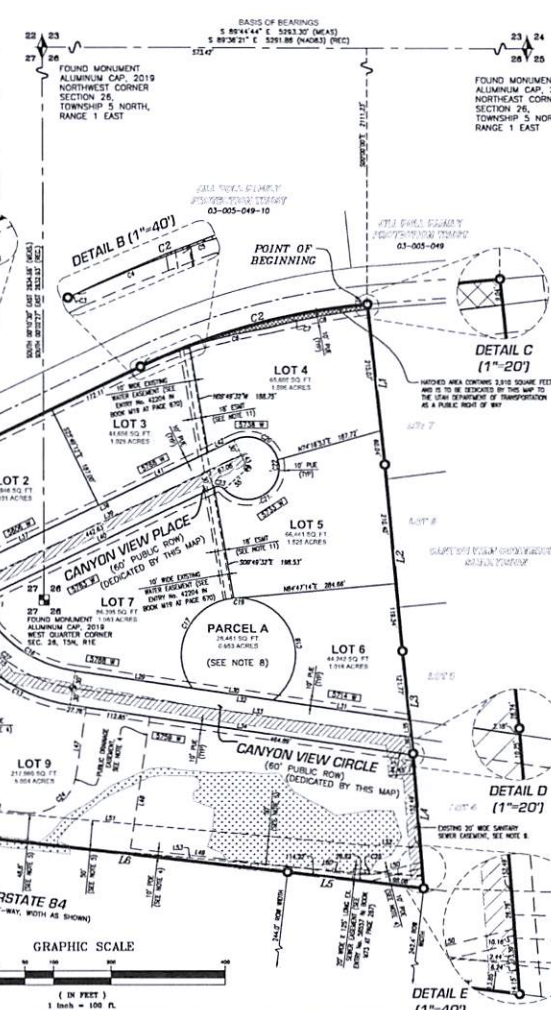
DETAIL X (1"=20')

DETAIL Y (1"=20')

DETAIL Z (1"=20')

CANYON VIEW COMMERCIAL WEST

LOCATED IN THE WEST HALF OF SECTION 26,
AND THE EAST HALF OF SECTION 27,
TOWNSHIP 5 NORTH RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
MOUNTAIN GREEN, MORGAN COUNTY, UTAH



INTERSTATE 84
(PUBLIC RIGHT-OF-WAY, WITH AS SHOWN)

GRAPHIC SCALE
(1" = 100 FT.)
1 inch = 100 ft.



1857 N. 100 N. STATE 1
CLINTON, UT 84015
(801) 583-1841
www.laytonsurveys.com

LINE TABLE

| LINE | LENGTH | DIRECTION |
|------|---------|-------------|
| L1 | 284.15 | S08°06'37"E |
| L2 | 328.83 | S05°12'48"E |
| L3 | 181.45 | S05°48'10"E |
| L4 | 238.06 | S04°18'20"E |
| L5 | 238.23 | N83°02'14"W |
| L6 | 818.48 | N87°25'09"W |
| L7 | 258.69 | N00°00'18"W |
| L8 | 150.67 | N45°50'47"E |
| L9 | 147.10 | N14°27'27"W |
| L10 | 712.88 | N81°02'48"E |
| L11 | 33.00 | S25°45'44"E |
| L12 | 30.48 | N88°50'52"E |
| L13 | 33.50 | N81°01'08"E |
| L14 | 37.35 | N84°10'18"E |
| L15 | 3.80 | N84°10'18"E |
| L16 | 33.08 | N02°23'44"W |
| L17 | 30.34 | S25°45'44"E |
| L18 | 88.15 | N02°49'37"E |
| L19 | 88.15 | S25°45'44"E |
| L20 | 188.48 | S25°45'44"E |
| L21 | 52.62 | S25°38'44"E |
| L22 | 35.77 | S03°38'44"W |
| L23 | 28.85 | S25°38'44"E |
| L24 | 79.58 | N02°49'37"E |
| L25 | 52.62 | S25°01'03"E |
| L26 | 6.22 | S25°45'44"E |
| L27 | 44.27 | N84°10'48"E |
| L28 | 33.58 | S25°45'44"E |
| L29 | 207.02 | N81°38'03"E |
| L30 | 142.83 | N81°38'03"E |
| L31 | 240.87 | N81°38'03"E |
| L32 | 59.45 | N81°38'03"E |
| L33 | 598.00 | N81°38'03"E |
| L34 | 605.50 | N81°38'03"E |
| L35 | 30.84 | N81°38'03"E |
| L36 | 28.74 | N01°40'10"W |
| L37 | 247.00 | N84°10'48"E |
| L38 | 508.99 | N84°10'48"E |
| L39 | 508.99 | N84°10'48"E |
| L40 | 442.83 | S84°10'48"W |
| L41 | 213.10 | N84°10'48"E |
| L42 | 49.80 | N84°10'48"E |
| L43 | 25.00 | N25°45'44"E |
| L44 | 58.88 | N41°51'12"E |
| L45 | 153.31 | N00°00'18"W |
| L46 | 111.32 | S83°38'05"E |
| L47 | 118.32 | N08°21'37"E |
| L48 | 234.84 | N08°21'37"E |
| L49 | 277.34 | N87°25'09"W |
| L50 | 78.78 | S75°38'18"W |
| L51 | 1136.47 | S84°47'51"E |
| L52 | 83.78 | S08°50'58"E |
| L53 | 537.37 | S84°47'51"E |
| L54 | 157.81 | N84°23'00"E |
| L55 | 27.53 | N80°18'37"E |
| L56 | 7.85 | S25°49'11"E |
| L57 | 30.07 | N84°10'48"E |
| L58 | 5.43 | S25°49'12"E |
| L59 | 201.87 | S84°23'00"W |
| L60 | 120.48 | N87°02'14"W |
| L61 | 0.18 | N88°50'25"E |
| L62 | 28.59 | N88°50'25"E |
| L63 | 3.70 | N88°50'25"E |
| L64 | 7.30 | S25°49'11"E |

SHEET 1 OF 1

SURVEYOR'S CERTIFICATE:

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 12388888, AS PROVIDED UNDER THE LAWS OF THE STATE OF UTAH, IN ACCORDANCE WITH TITLE 84, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED HEREIN, IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SIGNED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREIN, TO BE KNOWN AS CANYON VIEW COMMERCIAL WEST AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAN.

APRIL 27, 2022
DATE:

WILLIS D. LONG
LICENSE NO. 12388888

BOUNDARY DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE: SOUTH 89°44'44" EAST, ALONG THE SECTION LINE COMMON WITH SECTIONS 23 AND 24, A DISTANCE OF 573.43 FEET; THENCE, SOUTH, A DISTANCE OF 211.33 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD HIGHWAY ROAD (STATE ROAD 167, 66 FEET WIDE); SAID POINT IS ALSO THE NORTHWEST CORNER OF LOT 7 OF THE CANYON VIEW COMMERCIAL SUBDIVISION RECORDED ON NOVEMBER 16, 2021 AS ENTRY NO. 159084 IN BOOK 385 AT PAGE 485, OF OFFICIAL RECORDS; SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, FOLLOWING THE WESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (4) COURSES:

- SOUTH 08°06'37" EAST, A DISTANCE OF 284.15 FEET;
- SOUTH 05°12'48" EAST, A DISTANCE OF 328.83 FEET;
- SOUTH 04°48'10" EAST, A DISTANCE OF 181.45 FEET;
- SOUTH 04°18'20" EAST, A DISTANCE OF 238.06 FEET;

TO A POINT ON THE NORTH LINE OF INTERSTATE 84 (WIDTH VARIES); THENCE, ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

- NORTH 83°02'14" WEST, A DISTANCE OF 238.23 FEET;
- NORTH 83°02'14" WEST, A DISTANCE OF 818.48 FEET;
- ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3899.72 FEET, THENCE, NORTH 02°00'18" WEST, A DISTANCE OF 258.69 FEET; THENCE, NORTH 83°02'14" EAST, A DISTANCE OF 150.67 FEET; THENCE, NORTH 14°27'27" WEST, A DISTANCE OF 147.10 FEET, TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID OLD HIGHWAY ROAD; THENCE, ALONG THE SOUTH LINE OF SAID ROAD THE FOLLOWING TWO (2) COURSES:

- NORTH 14°27'27" EAST, A DISTANCE OF 712.88 FEET;
- ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1133.50 FEET, THROUGH A CENTRAL ANGLE OF 203.35°, A DISTANCE OF 414.27 FEET (CHORD BEARS NORTH 24°25'55" EAST, A DISTANCE OF 412.05 FEET);

TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

CONTAINS 20.274 ACRES, MORE OR LESS

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT I, JUNE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAID TRACT TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREINAFTER KNOWN AS:

CANYON VIEW COMMERCIAL WEST

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND, OTHER UTILITIES, OR EASEMENTS SHOWN ON THIS PLAN AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF, I/WE HAVE HEREUNTO SET MY/OUR HAND(S) THIS ____ DAY OF ____, A.D. 20__.

VAL POL PRINT NAME: MOUNTAIN GREEN SUBDIVISION WATER ASSOCIATION

ACKNOWLEDGEMENT:

STATE OF UTAH COUNTY OF ____, S.S.
ON THE ____ DAY OF ____, A.D. 202__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF ____, IN THE STATE OF UTAH, VAL POL, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE ____ OF ____ AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID ____ FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

PRINTED FULL NAME: MY COMMISSION NUMBER: MY COMMISSION EXPIRES: A NOTARY PUBLIC COMMISSIONED IN ____ RESIDING IN ____ COUNTY

ACKNOWLEDGEMENT:

STATE OF UTAH COUNTY OF ____, S.S.
ON THE ____ DAY OF ____, A.D. 202__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF ____, IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE ____ OF ____ AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID ____ FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

PRINTED FULL NAME: MY COMMISSION NUMBER: MY COMMISSION EXPIRES: A NOTARY PUBLIC COMMISSIONED IN ____ RESIDING IN ____ COUNTY

SHEET 1 OF 1



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22 Time Requested: 10 minutes
Name: Lance Evans Phone: (801) 845-4059
Address: 48 W Young Street
Email: levans@morgancountyutah.gov Fax: _____
Associated County Department: Planning & Development

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision – Review of an agreement between Morgan County, UDOT and the Developer of Canyon View Commercial West Subdivision for traffic improvements on Old Highway Road that will be required prior to full build out of the subdivision.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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COUNTY COMMISSION

UDOT/ Canyon View Commercial West
Cooperative Agreement with Morgan County
May 3, 2022

Discussion/Decision

Review of an agreement between Morgan County, UDOT and the Developer of Canyon View Commercial West Subdivision for traffic improvements on Old Highway Road that will be required prior to full build out of the subdivision.

Summary

The developers of Canyon View Commercial have been working with the Utah Department of Transportation (UDOT) on the requirements for access to State Highway 167 (Old Highway Road) in Mountain Green for the second access point to the Canyon View Commercial Subdivision.

UDOT is requiring that the developer install specific traffic improvements that are necessary to address future traffic impacts. The most significant improvement is for a traffic signal. The agreement allows the developer to delay the installation of the traffic signal until 40% of the development has been completed.

The agreement requires Morgan County (Local Government) to not issue any permits beyond 40% of the development to the Developer or subsequent property owners until the signal is completed.

The agreement was reviewed by the County Commission on April 5th, 2022. The County Attorney worked with UDOT and the developer to finalize the agreement and address all the Commission's concerns.

Recommended Motions

Motion for *Approval* – “I move to approve the Canyon View Commercial West Subdivision Final Plat, application #22.025, allowing for a 9-lot subdivision of land located at 5800 W Old Highway Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated May 3, 2022”

Motion for *Approval with Conditions* – “I move to approve the Canyon View Commercial West Subdivision Final Plat, application #22.025, allowing for a 9-lot subdivision of land located at 5800 W Old Highway Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated May 3, 2022, and with the following conditions:”

1. List any additional findings and conditions...

Motion for *Denial* – “I move to deny the Canyon View Commercial West Subdivision Final Plat, application #22.025, allowing for a 9-lot subdivision of land located at 5800 W Old Highway Road in unincorporated Morgan County, *due to the following findings:*”



State of Utah
Department of Transportation

| | | | |
|--|--|------------|---------------|
| Cooperative Agreement Phased Development Improvements | Development Name Canyon View Commercial And CVC West | | |
| Application ID 105415 | Contract # | Tracking # | Date Executed |

This **AGREEMENT** made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", Morgan County hereinafter referred to as "**LOCAL GOVERNMENT**", and Canyon View Commercial and Canyon View Commercial West, hereinafter referred to as the "**DEVELOPER**".

RECITALS

WHEREAS, **UDOT** owns state highway right-of-way for State Route 167; and

WHEREAS, the parties desire to enter into an agreement to establish the scope and schedule of when all improvements will be required within the state route; and

WHEREAS, **UDOT** is willing to permit the installation of an access within state route 167 ; and Approximate 5875 W. Old Highway Rd, Mt. Green, UT 84050

WHEREAS, the **DEVELOPER** is required to construct traffic mitigation described herein; and

WHEREAS, this Agreement is made to set forth the terms and conditions for the installation of these mitigation improvements within UDOT's right-of-way.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties as follows:

- I. Access for the **DEVELOPER's** site in the UDOT right-of-way shall be allowed only by permit issued by UDOT in conformance with Utah Administrative Codes R-930-6.

- II. Upon receipt of an encroachment permit from **UDOT**, the **DEVELOPER** will have temporary access within 167 right-of-way at approximately 5875 W. Old Highway Road for the sole purpose of the mitigation improvements and access described in "Exhibit A", which is incorporated by reference.
- III. The **DEVELOPER** will be responsible for all construction materials and design of the traffic mitigation improvements in accordance with the plan set in "Exhibit A" and at no cost to **UDOT**. The **DEVELOPER** will construct the traffic mitigation improvements in strict compliance with the most current UDOT standards at the time of installation. Any part of the plan set that must be re-designed to comply with the UDOT standards will be at the **DEVELOPER's** expense.
- IV. The **DEVELOPER** must obtain **UDOT's** written approval of the traffic mitigation improvements and traffic control plan in accordance with the MUTCD and applicable rules.
- V. **UDOT** will remain the owner of the real properties on which the traffic mitigation improvements are installed. Any changes within the UDOT right-of-way will be reviewed and approved by **UDOT** before work may commence.
- VI. The **DEVELOPER** will design a traffic mitigation plan and install the underground conduit for future **UDOT** use in the event the signal needs to be constructed. **DEVELOPER** will complete the underground conduit within 120 days of approval by all parties to this Agreement.
- VII. The **DEVELOPER** may elect which parcels to initially develop up to 40% completion according to the information in Exhibit A and Update #2 of the TIS. The **LOCAL GOVERNMENT** will not issue any building permits for vertical construction to the **DEVELOPER** if the building permits would exceed the above referenced 40% threshold until the design and subsequent construction of the traffic mitigation improvements are completed.
- VIII. The **DEVELOPER** will provide monetary or legal guarantees either by bond, irrevocable letter of credit or any other means approved by **UDOT**.
- IX. If land use or traffic conditions materially change to a degree that alters the conclusion of the TIS, **DEVELOPER** may update the TIS. If the updated TIS concludes that the traffic signal is no longer necessary for traffic mitigation, the parties may amend the agreement in writing.

- X. The **DEVELOPER** may assign this Agreement to a subsequent property owner with **UDOT'S** and **LOCAL GOVERNMENT'S** prior written consent. Regardless of any transfer of ownership of a portion of the property, **DEVELOPER** is required to fulfill the obligations in this Agreement unless it has been assigned to a successor in interest. All obligations of this Agreement shall apply to any successors in interest to the parties. The **DEVELOPER** may hire a contractor to perform the installation of the traffic mitigation improvements.
- XI. The **DEVELOPER** agrees to indemnify, defend, save harmless, and release **UDOT** and **LOCAL GOVERNMENT** from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement and out of the access improvements installed by the **DEVELOPER** within **UDOT's** right-of-way, except where the claim arises out of **UDOT's** sole negligence. This provision shall end with the fulfillment of the conditions of this Agreement or completion of the traffic signal construction.
- XII. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- XIII. This Agreement in no way creates any type of agency relationship, joint venture, or partnership among the **DEVELOPER**, the **LOCAL GOVERNMENT**, and **UDOT**.
- XIV. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by all parties.
- XV. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year of the last signature.

| | | | | | | | |
|---|---|------|-----------|--|--|------|--|
| Canyon View Comm. and CVC West | | | | Utah Department of Transportation | | | |
| By | DocuSigned by: <i>Jeremy Jaggi</i> 76FFEB18DB014ED... | Date | 3/21/2022 | By | | Date | |
| | | | | Region Permit Office | | | |
| DocuSigned by: <i>Val Poll</i> C3854048592449D... 3/21/2022 | | | | By | | Date | |
| Morgan County | | | | Region Director | | | |
| By | | Date | | By | | Date | |
| | | | | UDOT Comptroller's Office | | | |



County Commission Agenda Request Form

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

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

Email: jrees@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: 5/3/22 Time Requested: 10 minutes
Name: Lance Evans Phone: (801) 845-4059
Address: 48 W Young Street
Email: levans@morgancountyutah.gov Fax: _____
Associated County Department: Planning & Development

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision – Review of an agreement between Morgan County and Citi Design LLC, for planning services.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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County Commission
Planning Services Consultant Contract
Citi Design

Planning and Development Services

May 3, 2022

In order to address the need for additional planning review for upcoming development applications, specially the Nine Springs Ranch Resort Special District, a Request for Proposals was initiated by the Planning and Development Services (PDS) Department per the Commission's direction.

We received two proposals that were reviewed by a review committee and Citi Design was selected as the best candidate to assist on the review of this RSD proposal as well as other large projects that are anticipated over the next six months to a year.

The contract has been negotiated by planning staff and reviewed by the County Attorney and is recommended for acceptance by the Commission.

The contract should have no financial impact on Morgan County as the work will be reimbursed by the applicants through the planning review process. The contract will be administered by the PDS department and paid for by the applicant. This is a very similar to the process and contract that is currently used for engineering services.

Attached is the proposed contract for your review and approval along with the RFP submitted by Citi Design.

Staff Information:

Lance Evans, AICP

801-845-4015

levans@morgancountyutah.gov

Attachments

- Proposed Citi Design contract with Morgan County
- Citi Design Proposal for Professional Services

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective *April 14, 2022*, by and between MORGAN COUNTY, and Citi Design LLC, who is for the purposes of this agreement considered the “Independent Contractor”.

RECITALS:

- A. Morgan County is in need of consultant planning services.
- B. The Independent Contractor has experience in providing planning services as a consultant.
- C. Morgan County desires to enter into a service contract with the Independent Contractors for such services.
- D. The parties have determined that it is mutually advantageous to enter into this services contract (“Agreement”).

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Employment of Independent Contractor.** Morgan County agrees to engage the Independent Contractor, and the Independent Contractor agrees to furnish all services and materials necessary or desirable to provide Morgan County with the following planning services, including but not limited to, (1) Provide development plan review, including a staff report and recommendations ; (2) attend Morgan County Planning Commission and County Commission meetings, virtually or in person, as needed and; (3) as requested by the County from time-to-time provide other planning related services (all such services are collectively referred to herein as the “Services”). In the event of conflicts and/or inconsistencies within or among, this Agreement, and applicable statute, rules, regulations, or standards, the Independent Contractor shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with the County’s reasonable interpretation.

2. **Fees for Services.** Morgan County shall pay the Independent Contractors according to the fee schedule below. Billings shall occur monthly and provide an hourly accounting of the work performed. Each month the Independent Contractors shall provide Morgan County with a detailed hourly invoice. Provided the invoice is in a form acceptable to Morgan County and the Services have been performed to the satisfaction of Morgan County then Morgan County shall pay such amounts for each Contractor within 30 days of receipt of the invoice.

Fee Schedule For Expenses:

| | Project | Price |
|----|--|---|
| 1. | Vehicle Mileage | 0.58.5 per mile |
| 2. | No additional charges beyond hourly professional rates for Telephone Charges, Computer Time, Professional Liability Insurance, | Not Applicable |
| 3. | Secretarial Services are not anticipated | Not Applicable |
| 4. | Senior Planner Hourly Rate | \$125 |
| 5. | Planning Technician Hourly Rate | \$55 |
| 6. | Photocopies and Reproduction of Plans and Specifications | 10 cents per 8.5x11 copy and \$3 for large format |

3. **Expenses and Costs.** The Fee includes all expenses, taxes, and costs related to the performance of the Services, except if a mutually acceptable virtual meeting platform needs to be purchased such as Zoom, printing costs (if needed), and meeting minutes, which shall be a County responsibility.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by the Independent Contractors in a professional manner in compliance with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the system requirements for contractors of Utah Code Ann. § 63G-12-101, *et seq.* Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with the Independent Contractors.

5. **Public Information.** The Independent Contractor understand and agree that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*

6. **Confidentiality.** Independent Contractor agrees (1) to hold any confidential information in strict confidence; (2) not to disclose confidential information to any third party, except upon the County's prior written consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of Morgan County confidential information; provided, however, that Independent Contractor may disclose confidential information if and only to the extent required to do so by applicable law (in which case, Independent Contractors shall advise Morgan County as soon as practicable and prior to disclosure, if practical, and cooperate and assist Morgan County at the County's cost and expense, if Morgan County seeks a protective order or other relief from such disclosure requirements). As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, *et seq.* Independent Contractor also agrees to obligate their employees (if any) to the same obligations imposed on the Independent Contractor as provided in this section.

7. **Equipment and Facilities.** For purposes of performing the Services, the Independent Contractor shall furnish and supply at their sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services, except for, projection systems, virtual meeting platforms, and advertising costs.

8. **Indemnity.** The Independent Contractor shall defend, protect, indemnify, save, and hold harmless the County, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from the Independent Contractor providing the Services to the County. Nothing herein shall be construed to require the Independent Contractor to indemnify Morgan County against the County's own negligence.

The County shall defend, protect, indemnify, save, and hold harmless the Independent Contractor against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from the Independent Contractor providing the Services to the County.

9. **Term.** This Agreement shall be effective as of the date hereof and unless terminated earlier shall terminate on June 30, 2023, provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for a successive one (1) year term.

10. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of the County.

11. **Employment Status.**

a. **Official Status.** Although not anticipated, the Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of the Independent Contractor and shall be considered to be independent contractors. The Independent Contractor has no authority, expressed or implied, to bind Morgan County to any agreement, settlements, or liability whatsoever.

b. **Salary and Wages.** Morgan County shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing sub-contracted Services hereunder.

c. **Employment Benefits.** All personnel providing Services shall have no right to any Morgan County pension, civil service, or any other Morgan County benefits pursuant to this Agreement or otherwise.

12. **Termination.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

13. **Insurance.** The Independent Contractor agrees to carry professional liability insurance in the amount of 1 million dollars.

14. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

Morgan County: Jared Andersen
 Matt Wilson
 Robert McConnell

with a copy to: County Clerk, Leslie Hyde

Independent Contractor: Citi Design LLC
 PO Box 944
 Farmington, UT 84025
 Jake Young
 Jake@citidesign.us

John Janson

15. Claims and Disputes. Claims, disputes, and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Second Judicial District Court in and for Morgan County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, the Independent Contractor shall continue to perform the Services during any such litigation and Morgan County shall continue to make payments to the Independent Contractor in accordance with the terms of this Agreement.

16. 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.

17. Product of Services Patents, Copyrights, Etc. The results of Services shall constitute “work made for hire” for Morgan County. Morgan County shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. If the results of any Services are not determined to be “work made for hire,” or if Morgan County is not considered the owner of all such rights, the Independent Contractor hereby assign to Morgan County without reservation, all right, title, and interest (including, but not limited to, the copyright and any extension or renewal thereof) in and to all ordinance related work and other expressions created by the Independent Contractor pursuant to this Agreement. Morgan County, in return, hereby grants to the Independent Contractor a nonexclusive license to reproduce said ordinance work created by the Independent Contractor for marketing and future use. No other copyrights are included in this grant of nonexclusive license

to the Independent Contractor. The Independent Contractor shall, upon request, execute, acknowledge, and deliver to Morgan County such additional documents as the Independent Contractor may deem necessary or advisable to evidence and effectuate the assignment and County's rights under this Agreement. The Independent Contractor will indemnify and hold Morgan County, its officers, agents, and employees harmless from liability of any kind or nature, including the Independent Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the Services.

18. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

19. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

20. Applicable Law. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

21. Entire Agreement and Modification of Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

22. Force Majeure. Neither party to this Agreement 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.

23. Time. Time is the essence hereof.

24. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

25. 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, but shall be under no obligation to, 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.

26. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

27. **Severability.** In the event that 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.

28. **Recitals.** The recitals set forth above within this Agreement are the entire body of this Agreement.

29. **Injunctive Relief.** Notwithstanding anything to the contrary in this Agreement, the Independent Contractor acknowledge that the unauthorized use or disclosure of confidential information would cause irreparable harm to the County. Accordingly, the Independent Contractors agree that Morgan County will have the right to obtain an immediate injunction against any breach or threatened breach of section 6 of this Agreement, as well as the right to pursue any and all other rights or remedies available at law or in equity for such breach.

30. **Conflicts of Interest.** The Independent Contractor represent and certify that they have not offered or given any gift or compensation prohibited by law to any officer or employee of Morgan County to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, Morgan County caused this Agreement to be signed by its' Commissioners and attested by its County Clerk and delivered, and the Independent Contractor has caused the same to be signed and delivered.

MORGAN COUNTY

By: Jared Andersen

Matt Wilson

Robert McConnell

Date _____

ATTEST

Leslie Hyde, County Clerk

APPROVED AS TO FORM

Citi Design LLC
Jake Young

Date

Citi Design LLC
Jake Young
PO Box 944
Farmington, UT 84025
Jake@CitiDesign.us
435.890.6287



03.31.2022

Morgan County Planning and Development Services Department
48 West Young Street
Po Box 886
Morgan, Utah 84050



RE: Proposal for Planning Services for Morgan County

Dear Morgan County and Lance Evans,

Thank you for reviewing our proposal. Morgan County is a beautiful place, and preserving the natural and human characteristics of the area is of great importance. Our understanding is that Morgan County is requesting professional assistance from qualified planning consultants to review large land use applications. We understand that large resort and development projects present additional challenges. The decisions impact local communities for decades to come.

We are qualified and prepared to offer Morgan County the needed professional planning services to review the application(s), custom reports, attend meetings, listen to public input, and make recommendations. Our recommendations will be developed from sound planning principles, Morgan County ordinances/adopted plans, and state land-use laws.

John Janson and Jake Young have been collaborating on planning projects for more than ten years. We have worked on ordinances, application reviews, area plans, and long-range plans in communities from Cache Valley to Utah Valley. We understand the roles and opportunities of planning for cities and counties.

As shown in the resumes, we have planning experience with Salt Lake County, Box Elder County, and more than 16 cities in Utah. We have worked on large master-planned communities representing local governments.

Morgan County is a beautiful place and full of many natural wonders. I have hiked Thurston Peak and skied Snowbasin hundreds of times. Any significant development should be carefully planned to mitigate negative impacts and preserve the natural characteristics of Morgan County.

Thank you for the opportunity to provide this proposal. We look forward to working with you.

Sincerely, John Janson and Jake Young

A handwritten signature in black ink, appearing to read "Jake Young", written in a cursive style.

Proposed services:

1. Application Review:

- a. The consultant team will review Morgan County's Resort Special District (RSD) zoning ordinances and history in detail. In addition, our team will review Morgan County's General Plan (which we understand is nearing adoption) and any other long-range planning documents.
- b. The consultant team will review applications for the RSD zone or other requested applications. The consultant team will review master development agreements, written applications, maps, drawings, and proposed documents.
- c. The consultant team will provide reports and recommendations to Morgan County's Planning and Development Services Department, Planning Commission, and County Commission for review. We anticipate working closely with County Staff and being a collective team.

2. Meetings:

- a. The consultant team will attend public meetings (Planning Commission and County Commission), staff meetings, and discussions with the applicant (if requested).

3. Deliverables: Reports, recommendations, and analysis.

Citi Design Team and Availability

1. Jake Young – Primary Contact/Senior Planner

- a. Jake is the owner of Citi Design LLC and would be the project manager or primary point of contact. Contact information is listed on the first page of this proposal. Jake is available to work on this project between August and September, before or after as needed. Jake would be available for 10-20+ hours per week to work on this project. Jake's resume is included in this document. Jake lives in Farmington, UT.

2. John Janson – Senior Planner

- a. John Janson has been working with Jake for over ten years. John would work as a sub-consultant part of the Citi Design team. John is available to work on this project between August and September, before or after as needed. John would be available for 10-20+ hours per week to work on this project. John's resume is included in this document. John is based out of Millcreek, UT.

3. Planning Technician –

- a. Planning Technicians are part-time planning professionals, and they may assist John and Jake if needed. Their role would be in detailed research and analyzing maps.

Professional Liability Insurance

- 1. Citi Design LLC carries professional liability insurance with:
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022 Policy number UDC-4543193-EO-21. If the project were awarded, we would be at the required minimum of one million dollars and provide a certificate.

Fee Schedule:**Fee Schedule For Expenses:**

| | Project | Price |
|----|--|---|
| 1. | Vehicle Mileage | 0.58.5 per mile |
| 2. | No additional charges beyond hourly professional rates for Telephone Charges, Computer Time, Professional Liability Insurance, | Not Applicable |
| 3. | Secretarial Services are not anticipated | Not Applicable |
| 4. | Senior Planner Hourly Rate | \$125 |
| 5. | Planning Technician Hourly Rate | \$55 |
| 6. | Photocopies and Reproduction of Plans and Specifications | 10 cents per 8.5x11 copy and \$3 for large format |

Resume: Jake Young

Areas of Expertise: Jake has over 16 years of professional experience in community planning, land development, and landscape architecture. Jake's expertise includes land use planning, town centers, downtown planning, Form-Based Codes, ordinances, General Plans, recreation planning, community design, and site design. For Salt Lake County, Jake Young was Regional Development's planner reviewing the application and preparing the design standards for the 900 acre Olympia Hills development (2018-2020). Jake's role included application review, leading the development of design standards, preparation of reports, and recommendations for the Master Development Agreement.



Talents: Jake's emphasis in planning is bringing organizations together for collaboration and consensus-building and providing leadership on difficult projects. Jake has a solid understanding of large master-planned communities, regional planning, site design, buildings, landscape, and urban planning.

Education: BA from Utah State University 2002 and Master in Landscape Architecture - Kansas State University 2006

Employment History: IBI Group (2006-2008), design building companies (2008-2011), Civil Solutions Group (Lead Planner and Landscape Architect 2011-2017), Salt Lake County Regional Development (Regional Planning Program Manager 2017-2022), Citta Designs/Citi Design (owner/consultant 2017-on-going).

Licenses and Certifications: Landscape Architect (UT, ID, AZ), Certified APA City Planner (AICP), Certified Commercial Remote (Drone) Pilot

Jake's Project Experience:

- Currently consulting for Morgan City
- West General Plan, Salt Lake County (anticipated 2022)
- Santaquin General Plan (anticipated 2022)
- Box Elder General Plan (2021)
- West Bountiful City residential housing overlay zone (2021)
- Moderate Income Housing Plan, Salt Lake County (unincorporated), Utah (2019)
- **Wasatch Canyons General Plan, Salt Lake County, UT (2020)**
- **Olympia Hills (County review team), Salt Lake County, UT (2020)**
- **Heber City North Village Overlay Zone (NVOZ) ordinance (2021)**
- Olympia Hills Design Standards and Master Development Agreement, Salt Lake County (2020)
- Clearfield City – Form Based Code (2018)
- Heber City General Plan, Heber City, Utah (2020)
- Brigham City General Plan, Brigham City Utah (2017)
- Mapleton Commercial Design Standards (FBC), Mapleton UT (2016)
- **Vineyard Town Center and Form Based Code, Vineyard Utah (2015)**
- North Ogden General Plan and **Downtown Plan**, North Ogden Utah (2015)
- Hunter Town Center and Form Based Code, West Valley City, Utah (2017)
- Form Based Code Heber City (2007-08)
- Northwest Quadrant Land Use Planning (private development), SLC (2007-08)
- South Salt Lake Form Based Code , South Salt Lake UT
- **North Logan City – City Center Plan and Form-based Code for City Center, North Logan UT (2014)**
- Utah State University, Recreation, and Open Space Master Plan, Logan UT (2014)

Development projects

- Lifestyle Homes now Olo Builders - single-family and townhome developments (approximately 7+)
- Wasatch Properties – apartment and townhome projects (3)
- Western States Lodging – assisted living (5+), hotels (4+), apartments (2+)
- Sierra Homes – Large Tremonton Master Plan Community and landscape architect on apartments
- Boyer – charter schools (4+)
- Government Buildings – Vernal City (3+)
- **Powder Mountain Ski Resort Master Plan, Weber County (2006-2008)**
- Whiskey Creek Ranch Master Plan and Site Design, Thatcher ID
- Canyons Ski Resort (site and landscape architecture design two hotels), Park City, UT
- Experience with apartments, condos, single-family, townhomes, mixed-use, town centers, resorts, schools, hospitals



Resume:

John M. Janson AICP
 Planning Solutions
 2643 E 3120 S
 Salt Lake City, Utah 84109
 801-232-3778
j_janson@comcast.net

Education

University of Utah, Bachelor of Science in Geography - 1975

The Ohio State University, Master of City and Regional Planning, 1977

Employment

Millard Consultants, vice president, 1977 -1978

Davis County Planning, planner, 1978 -1980

Responsible for the planning needs of Kaysville and Fruit Heights,
 West Valley City, CED Assistant Director/Planning Director, 1980-2010

Long Range Planning emphasis, grants, CDBG, ordinance development,
 co-author of the Transfer of Development Rights, Sign, Mixed Use, City Center, and numerous
 other ordinances, City General Plan 1984, Vision 2020 Plan, Strategic Planning, and City
 Center Vision Plan. Project review, SID project manager, and UTA LRT project liaison

Pleasant View City, City Planner, 1996 - 2005

Responsible for all planning needs of the community

Consulting planning work, "Planning Solutions", with Steve Pastorik AICP

Davis County, Foothill Study, fall 2002 – public involvement

Kaysville City, 2003 – 2008 - various ordinances/studies

Plain City, consulting planner, 2005 – 2006. Planned Unit Development ordinance, application
 review

Loa Town, 2008-2009, General Plan and complete Zoning Ordinance

Utah Form-Based Code Template/Manual, Project Manager 2010-2013

Jordan River Commission, Best Practices, Contributing author, 2012-2013

Consulting work with Civil Solutions Group (Jake Young)

South Salt Lake Form-Based Code, 2014

North Ogden General Plan, 2015

The Vineyard Town Center Vision and Form Base Code, 2015

Brigham City General Plan update, 2016

Clearfield Downtown Form-Based Code, 2018

Recent Consulting work

Millcreek General Plan, project reviews, Code updates, City Center study, 2019

Heber Vision and General Plan, and Ordinance updates and implementation (with People +
 Place) – ongoing ordinance work

Box Elder County General Plan, 2021 (with People + Place) and ordinances

Ordinance updates – Bluffdale (w/Meg Ryan), North Ogden (w/Logan Simpson), West
 Point (w/Meg Ryan), Deweyville – full code update, West Bountiful – ordinance updates,

project reviews, and consultation, Huntsville Design standards

Santaquin General Plan (with People + Place) – in the adoption process

Nibley City – Transfer of Development Rights public engagement/ordinance



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22

Time Requested: _____

Name: Commissioner Jared Anderson

Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: Local Transportation Corridor Preservation Fund

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Morgan County Local Transportation Corridor Preservation Fund Application

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

| |
|---|
| |
| |
| |
| ✓ |
| |

610

Morgan County Local Transportation Corridor Preservation Fund Application

1. Date: 4/11/22
2. Name of Applicant (City/County): Morgan City
3. Name and Phone # of Applicant Contact Person: Ty Bailey 801-821-6175
4. Is the Highway Project/Corridor on the County/ City Road project list, RPO Long Range Plan, or a local Transportation Master Plan? Yes ☒ No ☐
5. Does this project include the purchase of land or right of way for new construction? Yes ☒ No ☐
6. Is the City/County willing to use impact fees? Yes ☒ No ☐
7. Is the City/County willing to accept partial funding for the project? Yes ☐ No ☒
8. Is the project supported by other grant funds? Yes ☐ No ☒
9. What public entities will benefit from the project? City, County, and School District
 - Questions 10-13 for land/ right of way purchases only
10. Address of property considered for acquisition: 88 South Commercial St.
11. Name, address and phone # of owner/agent: Morgan County School District
12. Number of acres /miles involved: 1.25
13. Owner's asking price: \$250,000
14. What is the functional classification of the project/corridor? (Collector, Minor Arterial, Principal Arterial, State Highway, or Transit Corridor {limited to Sales Tax Funds only}) Collector

| Total Cost of the Project | Grant Funds | Entities Portion | Corridor Preservation Request |
|---------------------------|-------------|------------------|-------------------------------|
| \$250,000 | \$0 | \$250,000 | \$250,000 |
| | | | |

Ty Bailey

4-11-22



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013

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

Email: jrees@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: 5/3/22

Time Requested: _____

Name: Commissioner Fackrell

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: Tourism

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Ratify the VistaWorks Contract

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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|--|
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611

Julie Rees

From: Blaine Fackrell
Sent: Tuesday, April 26, 2022 10:51 AM
To: Julie Rees
Subject: agenda item

Please put back on the agenda for next week to ratify the contract with Vista Works, for the tourism Department, according to what terminology Mike wants or Garrett wants.

Thanks,
Blaine

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

**Morgan County
Destination Management Services Agreement**

This Agreement is made between

Morgan County ("Client"),
with a principal place of business at

48 West Young Street, Morgan, UT 84050 and
Global Vista Technologies, Inc. dba VistaWorks ("Consultant"), with a principal place of
business at 527 US Highway 24N (Mailing Only: PO Box 4629), Unit C, Buena Vista,
CO 81211.

Effective date of this Agreement shall be April 25, 2022, to April 30, 2023; renewable
automatically thereafter on a year-to-year basis. Renewals shall not extend beyond April
30, 2027, unless this contract is modified and extended by both parties.

1. Services to be Performed

The Consultant is being hired as the Agency of Record. Consultant agrees to perform
services as detailed in the document entitled, "VistaWorks - Morgan.pdf" hereafter
referred to as Exhibit A, which is attached to and incorporated by reference to this
Agreement, subject to the following NOTE.

NOTE – Annual cost was reduced from the amount in Exhibit A to the amount reflected
in the on-site presentation, the document entitled "Morgan County Presentation.pdf",
hereafter referred to as Exhibit B, which is attached to this Agreement.

2. Payments

Consultant shall be paid \$7,500/mo.

Payment for April 2022 will be prorated at \$1,500.

If Client budget changes, or desired scope of services changes, this agreement may be
negotiated by both parties and may be modified in writing to accommodate those
changes. It is anticipated that changes to this agreement will be made once per year.
Such changes may include increases or decreases to scope of duties, and/or increases or

decreases to yearly budget.

3. Invoices

Consultant shall submit invoices for all services to be delivered in the coming month. Client shall pay the amount due within 30 days of the date of each invoice.

4. Expenses

Consultant shall be responsible for all expenses incurred while performing services under this Agreement.

Client may reimburse Consultant for all reasonable travel and business-related expenses necessarily incurred by Consultant while away from Consultant's regular place of business to perform pre-approved services under this Agreement. Only pre-approved services may be reimbursed by Client and confirmation of pre-approved services shall be in writing. Consultant shall submit an itemized statement of such expenses. Client shall pay Consultant within 30 days from the date of each statement. All travel and related expenses must be pre-approved by the Client.

5. Materials

Consultant will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

6. Term of Agreement

Effective date of this Agreement shall be April 25, 2022 to April 30, 2023; renewable automatically thereafter on a year-to-year basis. Client shall perform an annual review of Consultant's performance no later than 60 days prior to automatic renewal. If Client is not satisfied with Consultant's performance, Client shall provide written notice of nonrenewal and termination of this Agreement no less than 30 days prior to automatic renewal. Renewals shall not extend beyond April 30, 2027, unless this contract is modified and extended by both parties.

7. Terminating the Agreement

With reasonable cause, either party may terminate this Agreement effective immediately

by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this agreement, or
- nonpayment of Consultant's compensation after 20 days' written demand for payment.

8. Releases

Client shall obtain all necessary copyright permissions and privacy releases for materials included in the marketing designs at Consultant's request. Should a release become necessary, Consultant shall provide said release in writing or in electronic correspondence for Client to review and sign. Client shall indemnify Consultant against all claims and expenses, including reasonable attorney fees, due to Client's failure to obtain such permissions or releases only where requested in writing or in electronic correspondence by Consultant.

9. Copyright Notice and Credit Attribution

A copyright notice and credit attribution in Consultant's name may accompany any reproduction of Designs, however, Client shall retain all ownership and intellectual property rights subject to paragraph 12.

10. Independent Contractor Status

Consultant is an independent contractor, and neither Consultant nor Consultant's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

Consultant has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.

Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

Notwithstanding regular monthly meeting locations, Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.

Consultant will furnish all equipment and materials used to provide the services required

by this Agreement, except to the extent that Consultant's work must be performed on or with Client's computer or existing software.

The services required by this Agreement shall be performed by Consultant, or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant.

Consultant is responsible for paying all ordinary and necessary expenses of its staff.

Neither Consultant nor Consultant's staff shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Consultant nor Consultant's staff shall be required to devote full time to the performance of the services required by this Agreement.

Client shall not provide insurance coverage of any kind for Consultant or Consultant's staff.

Client shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

11. Local, State, and Federal Taxes

Consultant shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- withhold FICA from Consultant's payments or make FICA payments on Consultant's behalf
- make state or federal unemployment compensation contributions on Consultant's behalf, or
- withhold state or federal income tax from Consultant's payments.

The charges included here do not include taxes.

12. Intellectual Property Ownership

Client shall retain ownership and intellectual property rights in anything created or developed by Consultant for Client under this Agreement. This ownership is conditioned upon full payment of the compensation due Consultant under this Agreement.

13. Moral Rights Waiver for Works of Art

Consultant waives any and all moral rights or any similar rights in the work created or developed by Consultant under this Agreement ("Work Product") and agrees not to institute, support, maintain, or permit any action or lawsuit on the grounds that Client's use of the Work Product:

- constitutes an infringement of any moral right or any similar right
- is in any way a defamation or mutilation of the Work Product
- damages Consultant's reputation, or

contains unauthorized variations, alterations, changes or translations of the Work Product.

14. Consultant's Materials

Consultant may own or hold a license to use and sublicense various materials in existence before the start date of this Agreement ("Consultant's Materials"). Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement.

Consultant retains all right, title, and interest, including all copyright, patent rights, and trade secret rights, in Consultant's Materials. Subject to full payment of the consulting fees due under this Agreement, Consultant grants Client a nonexclusive worldwide license to use Consultant's Materials.

The license shall have a perpetual term and may not be transferred by Client. Client shall make no other commercial use of Consultant's Materials without Consultant's written consent.

15. Confidentiality

During the term of this Agreement and for 1 year afterward, Consultant will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Consultant uses to protect its own confidential information from unauthorized disclosure.

Confidential information is limited to information clearly marked as confidential or disclosed orally and summarized and identified as confidential in a writing delivered to

Consultant within 15 days of disclosure.

Confidential information does not include information that:

- the Consultant knew before Client disclosed it
- is or becomes public knowledge through no fault of Consultant
- Consultant obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Consultant independently develops.

16. Warranties

THE GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (UNLESS NOTED IN ANY ATTACHED EXHIBITS); INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation on a Party's Liability to the other Party

- In no event shall Consultant be liable to Client for lost profits of Client or special, incidental, or consequential damages (even if Consultant has been advised of the possibility of such damages).
- Either Party's total liability under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed \$1000. For purposes of this paragraph, costs and expenses shall not include attorney fees or court costs.
- Client agrees that it will indemnify and hold the Consultant harmless from and against any and all claims for injuries, damages, or losses arising out of or directly related to the Client's use, application, implementation, or operation of any services or benefits provided to the Client by the Consultant. Said indemnification shall include, but not be limited to, any and all damages arising out of any such claims along with costs and expenses associated with the defense of such claims, including, but not limited to, reasonable attorney fees.

- Consultant agrees that it will indemnify and hold the Client harmless from and against any and all claims for injuries, damages, or losses, that are the direct result of any services provided to the Client by the Consultant. Said indemnification shall include, but not be limited to, any and all damages arising out of any such claims along with costs and expenses associated with the defense of such claims, including, but not limited to, reasonable attorney fees.

18. Contract Changes

Client and Consultant recognize that:

- Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made
- Client may desire a mid-project change in Consultant's services that would add time and cost to the project and possibly inconvenience Consultant, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any unintended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

20. Exclusive Agreement

This is the entire Agreement between Consultant and Client.

21. Applicable Law

This Agreement will be governed by the laws of the State of Utah.

22. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

23. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

24. Assignment and Delegation

Either Consultant or Client may assign rights or may delegate duties under this Agreement.

25. Signatures

Client: *Morgan County*

By: *Michael L. Newton*
Signature

Typed or Printed Name: *Michael L. Newton*

Title: *Commission Chair*

Date: *4/26/22*

APPROVED AS TO FORM:

Harold E. Smith
Morgan County Attorney

Consultant: Global Vista Technologies, Inc. dba VistaWorks

By: _____

Signature

Typed or Printed Name: Bryan J Jordan

Title: President

Taxpayer ID Number: 43-2015152

Date: 4/26/2022



County Council Agenda Request Form

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

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013
Fax: 801.829.6176
Email: jrees@morgancountyutah.gov

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

Council Meeting Date:

MAY 3rd, 2022

Time Requested: 30 min

Name:

Commissioner Andersen

Phone:

8018298238

Address:

Morgan

Email:

jandersen@morgan-county.net

Fax:

Associated County Department:

Transportation Planning

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of a Local Transportation Funding Local Option Sales Tax 59-12-2217 and 59-12-2219.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

*more discussion
needed*

Local Transportation Funding

Local Option Sales Taxes + Corridor Preservation

Morgan County Commission // April 16, 2021



Local Option Sales Taxes

Local Option Sales Taxes for Transportation

UTAH STATE
LEGISLATURE

[Legislators](#) [Bills](#) [Code](#) [Committees](#) [Audits](#) [Budget](#) [Research and Legal](#)

[Home](#) [Utah Code](#) [Title 59](#) [Chapter 12](#)

[Historical Code](#)

[<< Previous Chapter \(59-11\)](#) [Download Options PDF | RTF | XML](#) [Next Chapter \(59-13\) >>](#)

[Index Utah Code](#)

[Title 59 Revenue and Taxation](#)

[Chapter 12 Sales and Use Tax Act](#)

[Part 1 Tax Collection](#)

[Part 2 Local Sales and Use Tax Act](#)

[Part 3 Transient Room Tax](#)

[Part 3A Municipality Transient Room Tax](#)

[Part 4 Impacted Communities Taxes Act](#)

[Part 6 Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act](#)

[Part 7 County Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities](#)

[Part 8 Funding for Health Care](#)

[Part 11 County Option Sales and Use Tax](#)

[Part 12 Motor Vehicle Rental Tax](#)

[Part 13 Town Option Sales and Use Tax Act](#)

[Part 14 City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities](#)

[Part 18 Additional State Sales and Use Tax Act](#)

[Part 20 Supplemental State Sales and Use Tax Act](#)

[Part 21 City or Town Option Sales and Use Tax Act](#)

[Part 22 Local Option Sales and Use Taxes for Transportation Act](#)

Local Option Sales Taxes for Transportation

Five “quarter-cent” (0.20% to 0.30%) sales tax options

Options vary by county classification and presence of transit service

Options do not need to be implemented in order

¼-Cent Sales Tax

\$0.01 on a \$4 purchase

\$0.25 on a \$100 purchase

Allowable Uses

- Development, construction, maintenance, or operation of:
 - Class A - D roads
 - Traffic and pedestrian safety infrastructure, such as:
 - Sidewalks, curbs, and gutters
 - Safety features
 - Traffic signs and signals
 - Street lighting
 - Streets, alleys, roads, highways, and thoroughfares or any kind, including connected structures
 - An airport facility
 - An active transportation facility that is for non-motorized vehicles and multimodal transportation and connects an origin with a destination
 - Intelligent transportation systems
- Public transit system
- All other modes and forms of conveyance used by the public
- Debt service or bond issuance costs related to projects as described above
- Corridor preservation related to projects as described above

Local Option Sales Taxes for Transportation

| QUARTER | CODE SECTION | RATE |
|---------|--------------|-------------|
| First | 59-12-2213 | Up to 0.30% |
| | 59-12-2214 | 0.25% |
| Second | 59-12-2216 | Up to 0.30% |
| | 59-12-2217 | Up to 0.25% |
| Third | 59-12-2218 | 0.25% |
| | 59-12-2219 | 0.25% |
| Fourth | 59-12-2220 | Up to 0.20% |
| Fifth | | |
| Max | | 1.25% |

First Quarter

59-12-2213



Counties or Cities



Public transit systems



Morgan Co. is **NOT** eligible

59-12-2215



Cities



All eligible uses



Morgan Co. is **NOT** eligible



Morgan City has imposed

Second Quarter

59-12-2214



Counties or Cities



Public transit systems or
airports



Morgan Co. is eligible



Voter approval

59-12-2216



Counties



All eligible uses



Morgan Co. is eligible



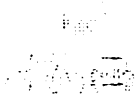
Voter approval

Third Quarter

59-12-2217



Counties



All eligible uses



Morgan Co. is eligible



Voter approval not required

59-12-2218



Counties of the 2nd Class



All eligible uses



Morgan Co. is **NOT** eligible

Fourth Quarter

59-12-2219



Counties



All eligible uses



Morgan Co. is eligible



Voter approval not required

Fourth Quarter

59-12-2219

0.15%

Morgan County

0.10%

Morgan City + unincorporated areas

{ 50% Population
50% Location of transaction

0.25%

Total

Fifth Quarter

59-12-2220



Counties



Public transit systems



Morgan Co. is **NOT** eligible

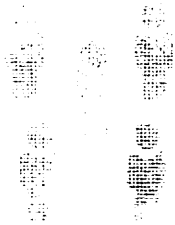
Local Option Sales Taxes: Summary

| QUARTER | CODE SECTION | RATE | USE | MORGAN COUNTY ELIGIBILITY | IMPOSITION PROCESS |
|-------------------|--------------|-------------|--------------------|------------------------------|---------------------------------------|
| First | 59-12-2213 | Up to 0.30% | Transit | Ineligible | |
| Second | 59-12-2214 | 0.25% | Transit or Airport | Eligible | Voter approval |
| | 59-12-2216 | Up to 0.30% | All | Eligible | Voter approval |
| Third | 59-12-2217 | Up to 0.25% | All | Eligible | Legislative body or voter approval |
| | 59-12-2218 | 0.25% | All | Ineligible | |
| Fourth | 59-12-2219 | 0.25% | All | Eligible | Legislative body or voter approval |
| Fifth | 59-12-2220 | Up to 0.20% | Transit | Ineligible | |
| Morgan County Max | | Up to 0.80% | | | |

Quarter-Cent Revenue Estimation

\$127,406,583 County-Wide Taxable Sales (CY19)

\$318,500 Total Revenue Generation



Population = **12,124**



\$26 per person/year



Households = **3,365**



\$95 per household/year

Corridor Preservation

Local Corridor Preservation



[Home](#) [Utah Code](#) [Title 72](#) [Chapter 2](#) [Part 1](#)

[Historical Code](#)

[Download Options PDF | RTF | XML](#)

[Next Part \(72-2-2\) >>](#)

[Index Utah Code](#)

[Title 72 Transportation Code](#)

[Chapter 2 Transportation Finances Act](#)

[Part 1 Transportation Fund and Highway Finances](#)

| | |
|-------------|--|
| Section 101 | Title |
| Section 102 | Transportation Fund. |
| Section 103 | Limitations on Transportation Fund appropriations to agencies not a part of the Department of Transportation -- Exceptions. |
| Section 104 | Budget. |
| Section 105 | Budgetary accounts within Transportation Fund -- Disposition of unexpended balances. |
| Section 106 | Appropriation and transfers from Transportation Fund. |
| Section 107 | Appropriation from Transportation Fund -- Apportionment for class B and class C roads. |
| Section 108 | Apportionment of funds available for use on class B and class C roads -- Bonds (Superseded 7/1/2021) |
| Section 109 | Apportionment of funds available for use on class B and class C roads -- Bonds (Effective 7/1/2021) |
| Section 110 | Rules for uniform accounting -- Apportionment and use of class B and class C road funds -- Compliance with federal-aid provisions -- Duties of department. |
| Section 111 | Funds allocated to class B and class C roads -- Matching federal funds -- R.S. 2477 rights. |
| Section 112 | Assent to federal acts on federal aid for highway purposes -- Department to represent state -- Pledge of funds -- Rulemaking authority -- Contracts for energy conservation. |
| Section 113 | Transportation department authorized to participate in federal program -- Prohibition against spending certain transportation funds. |
| Section 114 | Rulemaking for cost limitations on contracts -- Auditing for compliance -- Federal accounting and audit standards |
| Section 115 | Transfer of money -- Debt service. |
| Section 116 | Transportation Fund balance -- Income -- Allocation. |
| Section 117 | Gifts, bequests, and donations part of Transportation Fund -- Expenditure. |
| Section 118 | Marda Dillree Corridor Preservation Fund -- Distribution -- Repayment -- Rulemaking |
| Section 119 | Definitions -- Local Highway and Transportation Corridor Preservation Fund -- Disposition of fund money |
| Section 120 | Centennial highway Fund. |



Local Corridor Preservation

“Preserve highway and public transit corridors, promote long-term statewide transportation planning, save on acquisition costs, and promote the best interests of the state in a manner which minimizes impact on prime agricultural land.”

.....

of up to \$10 on each motor vehicle registration within a county

Appropriations made by the Legislature

Contributions from public or private sources

Rents and sales of real property acquire with fund money

Proceeds from bonds

Portions of tax revenue from 59-12-2217/2218 (3rd quarter)



Uses

- Acquire **real property** for highway or public transit corridors,
- Pay **interest on debts** issued to finance a project allowed by the Corridor Preservation Fund,
- Pay **maintenance costs** of properties acquired with the Corridor Preservation Fund (limited to a total of 5% of the property purchase price),
- Countywide transportation or public transit **planning** if outside an MPO boundary,
- **Revolving loan fund** for local highway authorities.

Uses in 3rd-6th Class Counties

- State highways
- Principal arterials
- Minor arterials
- Major collectors
- Minor collectors
- Transit facilities

BUT NOT a corridor that is primarily a recreational trail

Special Exceptions for 3rd-6th Class Counties

no more than **50% of current balance of the fund**

AND

no more than **50% of the current fiscal year revenue collections**

- Construction, operation, or maintenance of a class B or C roads or
- Restoration or repair of survey monuments associated with transportation infrastructure

Process

- COG established an endorsement process
 - Including prioritization and application procedures
- COG submits priority list to the County's Legislative Body for approval
- Priority list can only be submitted once per calendar year

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

COMBINED SALES AND USE TAX RATES

Tax Rates Subject to Streamline Sales Tax Rules

OTHER TAXES APPLY TO CERTAIN TRANSACTIONS

Rates In effect as of July 1, 2021

Please see instructions below

ST = State Sales & Use Tax
LS = Local Sales & Use Tax
CO = County Option Sales Tax
MT = Mass Transit Tax
MA = Add'l Mass Transit Tax
MF = Mass tran Fixed Guideway
CT = County Option Transportation
HT = Highways Tax
HH = County Airport, Highway, Public Transit
AT = Transportation Infrastructure
SM = Supplemental State Sales & Use
RH = Rural Hospital Tax

CZ = Botanical, Cultural, Zoo Tax
TO = Town Option Tax
TN = City or Town Option Tax
RR = Resort Community Tax (Includes Add'l Resort)
CF = Correctional Facility
(a) Taxing entity is not an incorporated city or town
(b) Snyderville Basin Transit District is located in unincorporated Summit County, uses Park City as the mailing city and is generally ZIP Code 84098.

*See instructions below.

| Location | Cnty/ City Code | Common Rates | | | Transit and Highways | | | | | | | | | | Hosp RH | Arts & Zoo CZ | City/Town Opt. | | Impacted Comm. | | Combined Sales Rate |
|----------------------|-----------------------|--------------|-------|-------|----------------------|-------|----|-------|-------|----|-------|----|----|-------|------------|------------------|----------------|----|----------------|-------|------------------------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | SM | TO | | | TN | RR | CF | | |
| Beaver County | 01-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Beaver City | 01-002 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | 1.00% | | | | | | 7.35% | |
| Milford | 01-008 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Minersville | 01-009 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Box Elder County | 02-000 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Bear River | 02-004 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Brigham | 02-017 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | | | | | | | | | | | | | 6.65% | |
| Corinne | 02-025 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Deweyville | 02-032 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Elwood | 02-035 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Fielding | 02-041 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Garland | 02-044 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Honeyville | 02-054 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Howell | 02-057 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Mantua | 02-069 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | | | | | | | | | | 6.40% | |
| Perry | 02-086 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | | | | | | | | | | | | | 6.65% | |
| Plymouth | 02-090 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Portage | 02-092 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Snowville | 02-100 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | 1.00% | | | | 7.10% | |
| Tremonton | 02-113 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Willard | 02-120 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | | | | | | | | | | | | | 6.65% | |
| Cache County | 03-000 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Amalga | 03-001 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Clarkston | 03-014 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Cornish | 03-017 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Hyde Park | 03-032 | 4.85% * | 1.00% | 0.25% | 0.25% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.95% | |
| Hyrum | 03-033 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| Lewiston | 03-036 | 4.85% * | 1.00% | 0.25% | 0.25% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.95% | |
| Logan | 03-038 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| Mendon | 03-041 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Milville | 03-044 | 4.85% * | 1.00% | 0.25% | 0.25% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.95% | |
| Newton | 03-047 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| North Logan | 03-049 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| Paradise | 03-053 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Providence | 03-056 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| Richmond | 03-059 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| River Heights | 03-060 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| Smithfield | 03-062 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| Wellsville | 03-076 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Trenton | 03-081 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.70% | |
| Nibley | 03-098 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.00% | |
| Cache Valley Transit | (a) 03-900 | 4.85% * | 1.00% | 0.25% | 0.25% | | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 6.95% | |
| Carbon County | 04-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

COMBINED SALES AND USE TAX RATES

Tax Rates Subject to Streamline Sales Tax Rules

OTHER TAXES APPLY TO CERTAIN TRANSACTIONS

Rates in effect as of July 1, 2021

Please see instructions below

ST = State Sales & Use Tax
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| Location | Cnty/ City Code | Common Rates | | | Transit and Highways | | | | | | | | | | Hosp RH | Arts & Zoo CZ | City/Town Opt. | | Impacted Comm. | | Combined Sales Rate |
|------------------------|-----------------------|--------------|-------|-------|----------------------|-------|----|-------|-------|----|-------|----|-------|-------|------------|------------------|----------------|-------|----------------|--|------------------------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | SM | TO | | | TN | RR | CF | | |
| Helper | 04-016 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | | 6.45% |
| Price | 04-035 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Scofield | 04-040 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Wellington | 04-053 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | | | | | | 6.65% |
| East Carbon | 04-058 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Daggett County | 05-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | 1.00% | | | | | | | 7.35% |
| Dutch John | 05-002 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | 1.00% | | | | 1.10% | | | 8.45% |
| Manila | 05-006 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | 1.00% | | | | | | | 7.35% |
| Davis County | 06-000 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Bountiful | 06-004 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| Centerville | 06-006 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| Clearfield | 06-008 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| Fruit Heights | 06-010 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Farmington | 06-017 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| Kaysville | 06-026 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Layton | 06-030 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| North Salt Lake | 06-035 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| South Weber | 06-045 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Sunset | 06-048 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Syracuse | 06-049 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| West Point | 06-056 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Woods Cross | 06-057 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| Clinton | 06-059 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| West Bountiful | 06-061 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | | 7.25% |
| Falcon Hill Davis | (a) 06-300 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Falcon Hill Clearfield | (a) 06-301 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Falcon Hill Sunset | (a) 06-302 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | | | | | | 7.15% |
| Duchesne County | 07-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Altamont | 07-001 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Duchesne City | 07-008 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | | 6.45% |
| Mylon | 07-017 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Roosevelt | 07-019 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Tabiona | 07-020 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Emery County | 08-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Castle Dale | 08-001 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Clawson | 08-003 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Cleveland | 08-004 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Elmo | 08-007 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Emery City | 08-008 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Ferron | 08-009 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Green River | 08-011 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | 1.50% | | 8.25% |
| Huntington | 08-012 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

COMBINED SALES AND USE TAX RATES

Tax Rates Subject to Streamline Sales Tax Rules

OTHER TAXES APPLY TO CERTAIN TRANSACTIONS

Rates In effect as of July 1, 2021

Please see instructions below

ST = State Sales & Use Tax
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*See instructions below.

| Location | Cnty/ City Code | Common Rates | | | Transit and Highways | | | | | | | | | | Hosp | Arts & Zoo | City/Town Opt. | | Impacted Comm. | | Combined |
|------------------|-----------------------|--------------|----|-------|----------------------|-------|----|----|----|-------|----|-------|----|-------|-------|------------|----------------|-------|----------------|------------|----------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | SM | RH | CZ | TO | TN | RR | CF | Sales Rate | |
| Orangeville | 08-016 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | 6.35% | |
| Garfield County | 09-000 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Antimony | 09-001 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Boulder | 09-002 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | 1.00% | | 8.10% | |
| Bryce Canyon | 09-003 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | 0.10% | | | 1.10% | | 8.30% | |
| Cannonville | 09-004 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Escalante | 09-005 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | 1.10% | | 8.20% | |
| Hatch | 09-006 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Henrieville | 09-008 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Panguitch | 09-011 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | 1.00% | | 8.10% | |
| Tropic | 09-015 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | 1.00% | | 8.10% | |
| Grand County | 10-000 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | 0.50% | | | | | | 6.85% | |
| Castle Valley | 10-005 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | 0.50% | | | | | | 6.85% | |
| Moab | 10-011 | 4.85% | * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | 0.50% | 0.10% | | | 1.60% | | 8.85% | |
| Iron County | 11-000 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Cedar City | 11-003 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | 0.10% | | | | | 6.20% | |
| Enoch | 11-005 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Kanarraville | 11-012 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Paragonah | 11-018 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Parowan | 11-019 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Brian Head | 11-028 | 4.85% | * | 1.00% | 0.25% | | | | | 0.30% | | | | | 0.10% | | | 1.60% | | 8.10% | |
| Juab County | 12-000 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Eureka | 12-009 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Levan | 12-019 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Mona | 12-024 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Nephi | 12-026 | 4.85% | * | 1.00% | 0.25% | | | | | 0.30% | | | | | 0.10% | | | | | 6.50% | |
| Rocky Ridge Town | 12-030 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% | |
| Santaquin South | 12-050 | 4.85% | * | 1.00% | 0.25% | 0.25% | | | | | | | | | | | | | | 6.35% | |
| Kane County | 13-000 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Alton | 13-001 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Glendale | 13-002 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Kanab | 13-004 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | 0.10% | | | 1.00% | | 8.20% | |
| Orderville | 13-007 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | 1.00% | | 8.10% | |
| Big Water | 13-010 | 4.85% | * | 1.00% | 0.25% | | | | | | | | | 1.00% | | | | | | 7.10% | |
| Millard County | 14-000 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | 6.35% | |
| Delta | 14-010 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | 6.35% | |
| Fillmore | 14-014 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | 0.10% | | | | | 6.45% | |
| Hinckley | 14-023 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | 6.35% | |
| Holden | 14-024 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | 6.35% | |
| Kanosh | 14-026 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | 6.35% | |
| Learnington | 14-028 | 4.85% | * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | 6.35% | |

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

COMBINED SALES AND USE TAX RATES

Tax Rates Subject to Streamline Sales Tax Rules

OTHER TAXES APPLY TO CERTAIN TRANSACTIONS

Rates in effect as of July 1, 2021

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|----------------------------|-----------------------|--------------|-------|-------|----------------------|-------|----|-------|-------|----|-------|----|----|----|------------|------------------|----------------|-------|----------------|-------|------------------------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | SM | TO | | | TN | RR | CF | | |
| Lynndyl | 14-030 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Meadow | 14-034 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Oak City | 14-037 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Scipio | 14-040 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Morgan County | 15-000 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | 0.10% | | | | | 6.20% | |
| Morgan City | 15-007 | 4.85% * | 1.00% | 0.25% | | | | | 0.25% | | | | | | 0.10% | | | | | 6.45% | |
| Piute County | 16-000 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Circleville | 16-003 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Junction | 16-005 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Kingston | 16-006 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Marysville | 16-007 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Rich County | 17-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Garden City | 17-001 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | 1.60% | | 7.95% | |
| Laketown | 17-002 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Randolph | 17-005 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Woodruff | 17-010 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |
| Salt Lake County | 18-000 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Alta | 18-003 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | 1.50% | | 8.75% | |
| Brighton | 18-010 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | 1.10% | | 8.35% | |
| Bluffdale | 18-019 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Cottonwood Heights | 18-020 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Draper | 18-039 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Herriman | 18-060 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Holladay | 18-065 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Midvale | 18-093 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Millcreek | 18-094 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Murray | 18-096 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | 0.20% | | 7.45% | |
| Riverton | 18-118 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Salt Lake City | 18-122 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | 0.50% | 7.75% | |
| Sandy | 18-131 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| South Jordan | 18-138 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| South Salt Lake | 18-139 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | 0.20% | | 7.45% | |
| Taylorsville | 18-142 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| West Jordan | 18-155 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| West Valley City | 18-167 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Utah Data Center SL Co | 18-300 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Copperton Township | 18-401 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Emigration Canyon Township | 18-402 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Kearns Township | 18-403 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| Magna Township | 18-404 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| White City Township | 18-405 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | | | | 0.10% | | | | | 7.25% | |
| San Juan County | 19-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | 6.35% | |

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

COMBINED SALES AND USE TAX RATES

Tax Rates Subject to Streamline Sales Tax Rules

OTHER TAXES APPLY TO CERTAIN TRANSACTIONS

Rates In effect as of July 1, 2021

Please see instructions below

ST = State Sales & Use Tax
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(a) Taxing entity is not an incorporated city or town
(b) Snyderville Basin Transit District is located in unincorporated Summit County, uses Park City as the mailing city and is generally ZIP Code 84098.

*See instructions below.

| Location | Cnty/ City Code | Common Rates | | | Transit and Highways | | | | | | | | | | Hosp RH | Arts & Zoo CZ | City/Town Opt. | | Impacted Comm. | | Combined Sales Rate |
|---------------------------------|-----------------------|--------------|-------|-------|----------------------|-------|----|-------|-------|----|-------|-------|----|----|------------|------------------|----------------|-------|----------------|--|------------------------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | SM | TO | | | TN | RR | CF | | |
| Blanding | 19-002 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Bluff | 19-004 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | 1.10% | | | 7.45% |
| Monticello | 19-009 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Sanpete County | 20-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Centerfield | 20-004 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | | 6.45% |
| Ephraim | 20-008 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Fairview | 20-009 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Fayette | 20-010 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Fountain Green | 20-011 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Gunnison | 20-014 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Manti | 20-020 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Mayfield | 20-021 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | | 6.45% |
| Moroni | 20-023 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Mt. Pleasant | 20-024 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | | | | | | 6.65% |
| Spring City | 20-031 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Sterling | 20-032 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Wales | 20-033 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Sevier County | 21-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Annabella | 21-001 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Aurora | 21-002 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | | 6.45% |
| Central Valley | 21-007 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Elsinore | 21-014 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Glenwood | 21-018 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Joseph | 21-025 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Kooshareem | 21-029 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Monroe | 21-031 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Redmond | 21-033 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | | 6.45% |
| Richfield | 21-034 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Salina | 21-035 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | | 6.75% |
| Sigurd | 21-038 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | | | | | | 6.35% |
| Summit County | 22-000 | 4.85% * | 1.00% | 0.25% | | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | | | 7.15% |
| Coalville | 22-006 | 4.85% * | 1.00% | 0.25% | | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | | | 7.15% |
| Francis | 22-013 | 4.85% * | 1.00% | 0.25% | | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | | | 7.15% |
| Henefer | 22-017 | 4.85% * | 1.00% | 0.25% | | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | | | 7.15% |
| Kamas | 22-022 | 4.85% * | 1.00% | 0.25% | | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | | | 7.15% |
| Oakley | 22-029 | 4.85% * | 1.00% | 0.25% | | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | | | 7.15% |
| Park City | (b) 22-030 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | 1.60% | | 9.05% |
| Military Recreation - Park City | 22-300 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | 1.60% | | 9.05% |
| Snyderville Basin Tr Dist | (b) 22-900 | 4.85% * | 1.00% | 0.25% | 0.30% | 0.25% | | 0.25% | | | 0.25% | 0.20% | | | | 0.10% | | | | | 7.45% |
| Tooele County | 23-000 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | | | | | | | 6.60% |
| Erda | (a) 23-017 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | | | | | | | 6.90% |
| Grantsville | 23-023 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | | | | | | | 6.90% |

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

COMBINED SALES AND USE TAX RATES

Tax Rates Subject to Streamline Sales Tax Rules

OTHER TAXES APPLY TO CERTAIN TRANSACTIONS

Rates in effect as of July 1, 2021

Please see instructions below

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*See instructions below.

| Location | Cnty/ City Code | Common Rates | | | Transit and Highways | | | | | | | | Hosp RH | Arts & Zoo CZ | City/Town Opt. | | Impacted Comm. RR | CF | Combined Sales Rate |
|--------------------------|-----------------------|--------------|-------|-------|----------------------|----|-------|-------|-------|-------|-------|----|------------|------------------|----------------|-------|----------------------|----|------------------------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | | | TO | TN | | | |
| Lakepoint | (a) 23-030 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | | | | | 6.90% |
| Stockton | 23-046 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | | | | | 6.60% |
| Tooele City | 23-048 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | 0.10% | | | | | 7.00% |
| Vernon | 23-050 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | | | | | 6.60% |
| Wendover | 23-052 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | | | | | 6.60% |
| Rush Valley | 23-056 | 4.85% * | 1.00% | 0.25% | | | | 0.25% | | | 0.25% | | | | | | | | 6.60% |
| Lincoln | (a) 23-065 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | | | | | 6.90% |
| Stansbury Park | (a) 23-066 | 4.85% * | 1.00% | 0.25% | 0.30% | | | 0.25% | | | 0.25% | | | | | | | | 6.90% |
| Uintah County | 24-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | 0.10% | | | | | 6.45% |
| Naples | 24-014 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | 0.10% | | 0.20% | | | 6.95% |
| Vernal | 24-024 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | 0.10% | | 0.20% | | | 6.95% |
| Ballard | 24-028 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | 0.10% | | | | | 6.45% |
| Utah County | 25-000 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Alpine | 25-001 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| American Fork | 25-002 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Bluffdale South | 25-010 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Cedar Fort | 25-019 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Draper City South | 25-029 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Eagle Mountain | 25-030 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Fairfield | 25-035 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Genola | 25-038 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Goshen | 25-043 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Lehi | 25-066 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Lindon | 25-070 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Mapleton | 25-073 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Orem | 25-083 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Payson | 25-085 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Pleasant Grove | 25-088 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Provo | 25-090 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Salem | 25-096 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Santaquin | 25-097 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Saratoga Springs | 25-098 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Highland | 25-099 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Spanish Fork | 25-103 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Springville | 25-106 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Vineyard | 25-117 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Cedar Hills | 25-123 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | 0.10% | | | | | 7.25% |
| Elk Ridge | 25-124 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Woodland Hills | 25-125 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Utah Data Center Utah Co | (a) 25-300 | 4.85% * | 1.00% | 0.25% | 0.25% | | 0.30% | | | 0.25% | 0.25% | | | | | | | | 7.15% |
| Wasatch County | 26-000 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% |
| Charleston | 26-003 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% |
| Daniel | 26-005 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | 6.10% |

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

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Tax Rates Subject to Streamline Sales Tax Rules

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|-------------------------------|-----------------------|--------------|-------|-------|----------------------|-------|----|-------|-------|----|-------|----|-------|----|------------|------------------|----------------|-------|----------------|-------|------------------------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | SM | TO | | | TN | RR | CF | | |
| Heber | 26-008 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | | | | | | | | | | 6.40% | |
| Independence | 26-009 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | 1.10% | | 7.20% | |
| Interlaken | 26-010 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Midway | 26-011 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | | | | | | | | 1.10% | | 7.50% | |
| Park City East | 26-013 | 4.85% * | 1.00% | 0.25% | 0.30% | | | | | | | | | | | | | 1.60% | | 8.00% | |
| Wallsburg | 26-014 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Hideout | 26-020 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Military Recreation - Wasatch | 26-300 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Military Recreation - Hideout | 26-301 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Washington County | 27-000 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| Apple Valley | 27-002 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| Enterprise | 27-005 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| Hurricane | 27-008 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | 6.75% | |
| Ivins | 27-010 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | 6.75% | |
| La Verkin | 27-011 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | 6.75% | |
| Leeds | 27-012 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| New Harmony | 27-015 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| Rockville | 27-019 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| St George | 27-020 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | 6.75% | |
| Santa Clara | 27-021 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | 6.75% | |
| Springdale | 27-023 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | 1.60% | | 8.05% | |
| Toquerville | 27-024 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| Virgin | 27-026 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | 1.00% | | 7.45% | |
| Washington City | 27-027 | 4.85% * | 1.00% | 0.25% | | | | | 0.30% | | 0.25% | | | | | 0.10% | | | | 6.75% | |
| Hildale | 27-035 | 4.85% * | 1.00% | 0.25% | | | | | | | 0.25% | | | | | 0.10% | | | | 6.45% | |
| Wayne County | 28-000 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Bicknell | 28-001 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Hanksville | 28-005 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Loa | 28-007 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Lyman | 28-008 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Torrey | 28-010 | 4.85% * | 1.00% | 0.25% | | | | | | | | | | | | | | | | 6.10% | |
| Weber County | 29-000 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Farr West | 29-012 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Harrisville | 29-016 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Hooper | 29-018 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Huntsville | 29-019 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Marriott-Slaterville | 29-022 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| North Ogden | 29-026 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Ogden | 29-027 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Plain City | 29-030 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Pleasant View | 29-031 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |
| Riverdale | 29-036 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | 0.20% | | | 7.45% | |
| Roy | 29-037 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | | 0.10% | | | | 7.25% | |

PART 1 OF 2



UTAH CODE TITLE 59, CHAPTER 12 - SALES & USE TAX ACT

COMBINED SALES AND USE TAX RATES

Tax Rates Subject to Streamline Sales Tax Rules

OTHER TAXES APPLY TO CERTAIN TRANSACTIONS

Rates In effect as of July 1, 2021

Please see instructions below

ST = State Sales & Use Tax
LS = Local Sales & Use Tax
CO = County Option Sales Tax
MT = Mass Transit Tax
MA = Add'l Mass Transit Tax
MF = Mass tran Fixed Guideway
CT = County Option Transportation
HT = Highways Tax
HH = County Airport, Highway, Public Transit
AT = Transportation Infrastructure
SM = Supplemental State Sales & Use
RH = Rural Hospital Tax

CZ = Botanical, Cultural, Zoo Tax
TO = Town Option Tax
TN = City or Town Option Tax
RR = Resort Community Tax (Includes Add'l Resort)
CF = Correctional Facility
(a) Taxing entity is not an incorporated city or town
(b) Snyderville Basin Transit District is located in unincorporated Summit County, uses Park City as the mailing city and is generally ZIP Code 84098.

*See instructions below.

| Location | Cnty/ City Code | Common Rates | | | Transit and Highways | | | | | | | | Hosp RH | Arts & Zoo CZ | City/Town Opt. | | Impacted Comm. | | Combined Sales Rate |
|-----------------------|-----------------------|--------------|-------|-------|----------------------|-------|----|-------|----|----|-------|----|------------|------------------|----------------|-------|----------------|----|------------------------|
| | | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | | | TO | TN | RR | CF | |
| South Ogden | 29-040 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | 0.10% | | | | 7.25% |
| Uintah | 29-043 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | 0.10% | | | | 7.25% |
| Washington Terrace | 29-049 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | 0.10% | | | | 7.25% |
| West Haven | 29-051 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | 0.10% | | | | 7.25% |
| Falcon Hill Riverdale | (a) 29-300 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | 0.10% | 0.20% | | | 7.45% |
| Falcon Hill Roy | (a) 29-301 | 4.85% * | 1.00% | 0.25% | 0.25% | 0.25% | | 0.25% | | | 0.25% | | 0.05% | | 0.10% | | | | 7.25% |

PART 1 OF 2



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*See instructions below.

| Location | Cnty/ City Code | | | | | | | | | | | | | | | | | |
|----------|-----------------------|----|----|----------------------|----|----|----|----|----|----|----|----|------|------------|----------------|----|----------------|----------|
| | Common Rates | | | Transit and Highways | | | | | | | | | Hosp | Arts & Zoo | City/Town Opt. | | Impacted Comm. | Combined |
| | ST* | LS | CO | MT | MA | MF | CT | HT | HH | AT | CP | SM | RH | CZ | TO | TN | RR | CF |

INSTRUCTIONS:

The combined sales rate for the various localities in this section applies to all taxable sales in the state. Other taxes and fees, such as transient room, short-term vehicle leasing, restaurant, telecommunications and municipal energy are in addition to the combined rate. Please see the following section for these rates. Refer to Publication 25 for more information on the taxability of certain transactions.

These rate charts should not be used for sourcing sales from out-of-state sellers to locations in Utah. Out-of-state sellers should source their sales based on the ZIP +4 of the customer's address. For more information, see <https://tax.utah.gov/sales/non-nexus>

* The tax on food and food ingredients is 3.0% statewide. This includes the state rate of 1.75%, local option rate of 1.0% and county option rate of 0.25%.

For sales of residential energy, the combined rate is reduced by 2.85%.

COMMENTS:

Changes to combined sales and use tax rates with an effective date of 07/01/2021:

| Location | County | | Tax | |
|----------|--------------|---------|------------|--|
| | City Code | Rate | Type | |
| Kanab | 13-004 | 0.10% † | Arts & Zoo | |

† New tax