

MORGAN COUNTY COMMISSION MEETING AGENDA



July 15th, 2025

3:00 AUDIT COMMITTEE MEETING

4:00 WORK SESSION

5:00 REGULAR MEETING

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

NOTE: Commissioner Mike Newton may attend virtually

3:00 AUDIT COMMITTEE MEETING

A review with HBME of Morgan County's Audit for the year 2024.

[Commission Members on the Audit Committee are **Blocker, Fackrell, and Nickerson**]

4:00 WORK SESSION

Brandy Grace, CEO Utah Association of Counties – Housing Foundation

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from July 1st, 2025.
2. Approval of the Recorder's FY26 PLSS Grant (no match funds required)
3. Notice of Library Board of Trustees opening due to expiration of term and term limits.

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentations

1. **Dave Vickers** – Morgan County Fire Warden
Gun Range Fuel Break Maintenance & Wildland Fire Risk Assessment
 1. Active and potential safety hazards
 2. Wildland fire mitigation needs
 3. Recommendations for site improvements
2. **Carrie Jacobson** – Traffic Operations Engineer, UDOT
Presenting on a potential stop light in Morgan.

(F) Action Items

1. **Michelle Jenson & Kevin Eastman** – Discussion/Decision – Weber Human Services
Presentation on what Weber Human Services offers to Morgan County residents and discussion/decision on financial commitments.
2. **Morgan Jr. Livestock Committee** – Discussion/Decision – Fairgrounds
The Morgan Jr. Livestock has been approved for a grant to improve the Livestock building at the Morgan County Fairgrounds. Requesting permission to make improvements to County property.

MORGAN COUNTY COMMISSION MEETING AGENDA

3. **Bret Heiner** – Discussion/Decision – Morgan Public Works Director
Discussion and decision on the additional cost of speed signs approved at the 06/17 meeting and potential purchase of two additional signs that would be donor funded.
4. **Buster Delmonte** – Discussion/Decision – Citizen Request
Discussion and decision on a requested fee waiver. [Previously discussed 06/17]
5. **Haley Johnson** – Discussion/Decision – Morgan County Fair
Discussion on a 10% profit share contract with Drage Second Chance Ranch for Pony Rides at the 2025 Morgan County Fair.
6. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
Discussion and decision on a budget adjustment for additional outlook licenses.
7. **Hon. Leslie Hyde** – Discussion/**Public Hearing**/Decision – County Clerk/Auditor
Resolution CR 25-34 Amendment of Morgan County's 2025 Budget
 - a) Request motion to adjourn public hearing and convene budget hearing
 - b) Public comments (please limit to 3 minutes)
 - c) Request motion to adjourn budget hearing and convene public meeting
 - d) Approval of **Resolution CR 25-34** amending Morgan County's 2025 Budget
8. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning
Cemetery Code Text Amendment: A request to adopt § 155.373 and amend §§ 155.008, 155.107, and 155.132 of the Morgan County Code to define public and private cemeteries, update zoning use tables, and establish approval standards for cemetery development. The proposed changes set minimum lot sizes, restrict burial in unsuitable areas, require detailed site plans, and formalize long-term maintenance obligations for private cemeteries through deed covenants and endowment funds. [Previously discussed 07/01]
9. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning
Code Enforcement Code Text Amendment: A request for approval of a text amendment to modify Morgan County Code to establish revised enforcement procedures, processes, and expand available civil and criminal remedies. [Previously discussed 06/03]
10. **Kate Becker & Josh Cook** – Discussion/Decision – Morgan County Department Heads
Prioritization of outstanding code text amendments.
11. **Hon. Morgan County Commission** – Discussion/Decision – Commission Travel
UAC Annual Conference Attendees: Early Bird Registration (Aug 8) is \$460/ guest \$40
12. **Hon. Matthew Wilson** – Discussion – County Commission Chair
Morgan County Food Pantry
13. **Jeremy Archibald** – Discussion/Decision – Morgan County I.T. Manager
Discussion and decision on a budget adjustment to extend server warranty.
14. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
Discussion and decision on a budget adjustment to purchase additional fleet.
15. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
'Get Healthy Utah' Designation for unincorporated portions of Morgan County.
16. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
 - a. Review and possible award of the Fairgrounds Multiuse Field RFP
 - b. Request to repost the Fairgrounds Electrical RFP due to lack of bids.

MORGAN COUNTY COMMISSION MEETING AGENDA

17. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney
Opioid Settlement signature authority and continued participation.

18. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney
Retroactive fee request for the ‘No One Fights Alone 5K’

(G) Commissioner Comments

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

The undersigned does hereby certify that the above notice and agenda were posted as required by law the 11th day of July 2025.

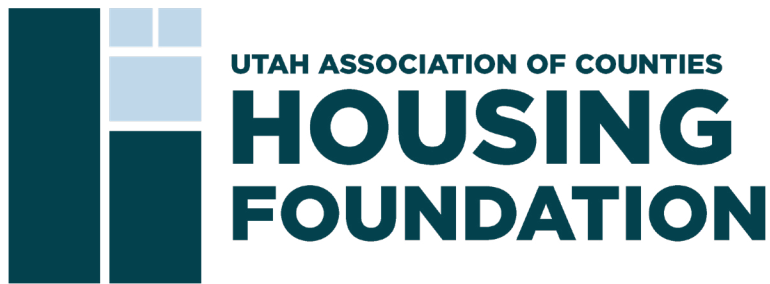


Kate Becker – Morgan County Administrative Manager

***Action Item(s) that includes Public Hearing(s) will be held at or after 6:00 PM**

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

If you want to participate virtually in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 24 hours before the scheduled meeting.



The Utah Association of Counties Housing Foundation was created by UAC to empower counties to develop housing solutions tailored to their unique needs and challenges.

GOALS:

- Use housing set-asides for increment project areas (CRAs) to **build housing in the same communities** where the CRA tax increment is generated
- Build entry-level housing that is **attainable for individuals and families** earning the Area Median Income (AMI) [as reported by the US Department of Housing and Urban Development \(HUD\)](#)
- Use HUD guidelines to ensure that both for-rent and for-purchase **products make sense** for Utah families

For rent projects, limit rent and utilities to less than 30% of annual gross income.

For purchase projects, target for-sale prices to less than four times annual gross income (banks use a price-to-income ratio of three to five times).

Require that at least 40% of total units in a project meet rental or purchase price targets.

- Use a grant program based on **applications that result in cash disbursement** to real estate developers to incentivize the construction of housing stock with rental rates and purchase price targets not unlike the federal Low Income Housing Tax Credit (LIHTC) where a developer receives a tax credit that results in a cash payment.

CONTACT

Brandy Grace
info@uachousingfoundation.org



UAC HOUSING FUND EXAMPLE: (FOR ILLUSTRATIVE PURPOSES ONLY)

Beaver County, UT		Household Size			
UAC Housing Fund Federal Housing Programs	Household Income	% of AMI	1 Person	2 Person	4 Person
	30%	30%	\$21,100	\$24,100	\$30,100
	Very Low Income	50%	\$35,150	\$40,150	\$50,150
	60%	60%	\$42,180	\$48,180	\$60,180
	Low Income	80%	\$56,200	\$64,200	\$80,250
	AMI	100%	\$70,300	\$80,300	\$100,300

Rent projects

Gross rent, including utilities, cannot exceed 30% of annual gross income

Annual Rent Limit	Studio	1-bdrm	2-bdrm
100% AMI	\$21,090	\$24,090	\$30,090

Monthly Rent Limit	Studio	1-bdrm	2-bdrm
100% AMI	\$1,758	\$2,008	\$2,508

Purchase projects

Price-to-income cannot exceed 4x annual gross income

Purchase Price Limit	Studio	1-bdrm	2-bdrm
100% AMI	\$21,090	\$24,090	\$30,090

Grant program guidelines

- Grant up to 40% of a project's costs, including market rate fees, for a qualifying project (HUD maintains loan financing guidelines for these qualified fees, and grants up to 100% of an affordable housing project's cost)
- Recipients get 75% of the grant up-front with the remainder as post-performance based on reported actual costs (similar to state grant programs administered by the Governor's Office of Economic Opportunity)

Eligibility requirements

- Projects must deliver tangible housing (rehabilitation of existing housing stock or builds new housing stock) and may not just entitle raw land
- No minimum density, but density components of more than four units per acre are preferred



- Projects must be located within counties or cities contributing to the fund
- Applications can be made while projects are under contract, but no funds will be disbursed until zoning and entitlements have been obtained
- Applicants are eligible to reapply if funding is rescinded due to a lapse of one-year between award and construction



MORGAN COUNTY COMMISSION MEETING MINUTES



MORGAN COUNTY COMMISSION MEETING MINUTES

July 1st, 2025

4:00 WORK SESSION 5:00 PM REGULAR MEETING

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

NOTE: Commission Chair Matt Wilson shall be attending virtually

COUNTY COMMISSION

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

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Carson Porter
Toby Green

OTHER EMPLOYEES

IT Director Jeremy Archibald
Deputy Clerk/Auditor Katie Lasater
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith (CA)
Planning Director Josh Cook

4:00 WORK SESSION

Brandy Grace, CEO Utah Association of Counties – Housing Foundation

- The work session was postponed.

Commissioner Blocker moved to go into closed session for the purpose of discussing land acquisition and the character and professional competency of an individual.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE
Commission Vice Chair Nickerson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commissioner Fackrell AYE
The Vote was unanimous. The Motion passed.

Commissioner Blocker moved to go out of closed session and convene the public meeting.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE
Commission Vice Chair Nickerson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commissioner Fackrell AYE
The Vote was unanimous. The Motion passed.

5:25 COMMENCEMENT OF MEETING

(A) Opening Ceremonies –

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from June 17th, 2025.
2. Acknowledgement of Submission SLFRF Report [ARPA]
3. Acknowledgement of Submission Opioid Report
4. Acknowledgement of 2024-2025 GOEO Grant Report
5. Acknowledgement of recommended GOEO 2025-2026 Budget
6. Acknowledgement of Fire Restrictions
7. Acknowledgement of UORG Grant Extension; NICA Course
8. Approval of updates to the Morgan County Location Filming Permit Application

Commissioner Fackrell moved to approve 1-8

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

(C) Commissioner Declarations of Conflict of Interest

- **None.**

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

- **None.**

(E) Presentations

Morgan Valley Car Show Recap

- Toby Green presented a video from the car show and burnouts. They raised \$9,799 from the car show and with the sponsors donations. It was a great event and great turnout. Next year they are hoping to do a poker run the day before to bring in more business to the county.

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(F) Action Items

1. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager

- a. Discussion and decision on a Tourism budget adjustment to cover Car Show Expenses
- b. Discussion and decision on creation of a restricted fund and a budget adjustment to move opioid settlement funds out of sundry
 - i. The CAM stated the tourism budget adjustment is to increase the estimated revenue from the car show to reflect actual earnings, which exceeded the original estimate. The purpose is to align the budget so that the additional revenue can be used to cover related expenses, without drawing from the General Fund.
 - ii. The CAM stated section b addresses the misallocation of opioid settlement funds, which have been incorrectly deposited into the County's sundry (miscellaneous) account. These are restricted funds and should not have been placed there. A recent change in state law, effective July 1 (attached in the packet), reinforces this requirement. A total of \$117,036.69 in opioid settlement funds has been deposited into the sundry account since December 2022. Since those funds rolled into the General Fund balance at year-end, this request is to create a new restricted fund specifically for opioid settlement dollars and to transfer the previously deposited amount from the General Fund balance into this new restricted fund. A recent deposit from this year (\$200,598.56) ask Kate will be corrected separately via journal entry and does not require commission action.

Commissioner moved to approve for the Tourism budget increase in the amount of \$3300 increasing the revenue line item.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson ABSET

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

Commissioner Newton moved to approve the establishment of the restricted Opioid Settlement fund and authorize the transfer of \$117,036.69 from the fund balance to the new restricted opioid settlement fund, 62.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson ABSET

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

MORGAN COUNTY COMMISSION MEETING MINUTES

2. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager

Discussion and decision on creating a new County bank account for the purpose of setting up a County PayPal and Venmo account for the Fair.

- a. The CAM introduced this stating last July, the Commission authorized the creation of a Venmo account for the County Fair. To complete this setup, a PayPal account is required first, and both platforms need linked banking information. To avoid connecting the County's General Fund account to third-party systems, the request is to establish a separate bank account specifically for PayPal and Venmo transactions related to the fair. The County Commission has the authority to approve the establishment of new accounts, provided they comply with state statutory requirements for financial protections. As a nonprofit, we receive a reduced transaction fee rate, approximately 1.6% instead of 3.5%, though some revenue is still lost to processing fees. This can also be used for other County events such as the Car Show etc.

Commissioner Blocker moved to approve that the county create a new county bank account for the purpose of setting up a county PayPal and Venmo account for the Fair and other events as foreseen.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

3. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager

Discussion and decision on an agreement for the Morgan County Fair Fun Run.

- a. The CA asked the Commission to consider establishing a consistent approach to fee-splitting agreements. While past arrangements, such as a 10% revenue share with the County, have been used, they raise concerns related to taxpayer impact and legal equity. Waiving rental or vendor fees may unintentionally subsidize events with taxpayer dollars, covering costs like EMS, facility use, and cleanup, especially when event revenue does not cover these expenses. Additionally, under the 14th Amendment's Equal Protection Clause, the County must treat all vendors fairly; inconsistent fee-splitting could expose the County to legal challenges. To mitigate these risks, it is recommended that the County charge standard vendor fees based on the event's impact on county resources. If fee-sharing is permitted, it should be applied uniformly. Some events, such as beer gardens or high-risk activities, may also increase liability, especially if the County is perceived as a joint participant. On the insurance side, UCIP has confirmed that profit-sharing does not affect coverage as long as proper indemnification provisions are included. The current agreement requires the organizer to provide proof of liability insurance by July 15 and includes indemnity language, although the County may still need to defend itself if sued.
- b. Commissioner Newton clarified how this came about stating the proposal originated when On Hill Events approached the County Fair Coordinator expressing interest in hosting an event in conjunction with the fair. The Fair Board saw potential value in the event as a fun addition but lacked the resources to support it directly. On Hill offered to handle all logistics in exchange for advertising support from the fair, with a profit-sharing arrangement in place. While similar agreements have occurred in the past, such as with the beer garden, these types of partnerships differ from traditional vendor agreements, where vendors simply lease space. In this case, the arrangement resembles more of a joint promotional effort rather than a facilities use agreement. It may be more appropriate to structure this as an advertising agreement, where the fair promotes the event but is not involved in operations or logistics.

MORGAN COUNTY COMMISSION MEETING MINUTES

Additionally, there is a concern about the proposed date, which appears to conflict with fair scheduling, and clarification will be sought to ensure alignment.

- c. The Commission and the CA agreed that the route, dates and time need to be clarified and discussed with On-Hill events so as to not interfere with other events that have been scheduled prior to this.

Commissioner Newton moved to approve the agreement for the Morgan County Fair Fun Run, subject to clarification of paragraph one in the agreement with dates and time.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

4. Kate Becker – Discussion – Morgan County Administrative Manager

Discussion on future uses and changes to Kent Smith Park.

- a. The CAM introduced this stating County staff has received numerous calls regarding misinformation about potential changes to Kent Smith Park. To clarify, the County has no plans to remove the pickleball courts or cut down trees. While there have been ongoing discussions about addressing parking challenges and improving the park as funding and space allow, key community assets like the pickleball courts will remain in place. The courts were a significant investment and will not be relocated or removed. There has been some preliminary discussion about possibly relocating trees from the center to the perimeter of the park to allow greater flexibility in field use, but no decisions have been made. The Commission remains committed to preserving and enhancing Kent Smith Park.

Item for clarification only, no motion given.

5. Josh Cook – Discussion/[Public Hearing](#)/Decision – County Planning & Zoning

Cemetery Code Text Amendment: A request to adopt § 155.373 and amend §§ 155.008, 155.107, and 155.132 of the Morgan County Code to define public and private cemeteries, update zoning use tables, and establish approval standards for cemetery development. The proposed changes set minimum lot sizes, restrict burial in unsuitable areas, require detailed site plans, and formalize long-term maintenance obligations for private cemeteries through deed covenants and endowment funds.

- a. The Planning Director introduced this to the Commission stating Planning staff was directed to draft a cemetery text amendment approximately three months ago. After reviewing cemetery ordinances from other communities—which were often unclear or lacking—staff developed a consolidated and streamlined version. The amendment removes the distinction between public and private cemeteries, aligning with state statute that permits both. Cemeteries would be allowed as conditional uses in larger acreage zones and commercial

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zones, but not in industrial zones. Approval criteria, landscaping standards, and specific requirements were included to ensure private cemeteries are properly maintained, including a requirement for a maintenance trust in case of organizational failure. Public cemeteries would be funded and maintained through existing municipal mechanisms. Minor clarifying edits were made following Planning Commission feedback, including language allowing existing landscaping to count toward required landscaping totals. The Planning Commission reviewed the draft on June 12 and recommended approval with a 4-0 vote. If additional review time is needed, the item can be deferred to a later meeting.

- b. The Commissioners discussed they would like more time to review this as well as discussed implementing a correct number of minimum acreage and possibly allowing citizens to smaller acreage rather than a minimum of 5 acres requirement.
- c. Commissioner Fackrell raised concerns on landscaping requirements.

Commissioner Blocker moved to go into public hearing

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

- None.

Commissioner Newton moved to

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

Commissioner Fackrell moved to postpone to the July 15 meeting.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

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

Discussion and decision on an agreement with Polimorphic; costs to come out of non-departmental. “**Polimorphic**” This tool would function as an interactive way for citizens to find information by asking questions, similar to how they would interact with a chatbot. Instead of just returning a list of links, it would aim to directly answer their queries using the content available on the website.

- a. The CAM introduced stating this is a proposed one-year contract for \$5,000 with Polimorphic, an AI-driven tool that enhances the County’s website functionality. When users submit questions, such as how to apply for a burn permit, the system dynamically scans and extracts current information from the website to provide accurate responses. The goal is to

MORGAN COUNTY COMMISSION MEETING MINUTES

pilot the service for one year to evaluate its effectiveness in improving public access to information. The CA has reviewed it and it meets our code.

Commissioner Newton moved to approve the agreement with Polimorphic in the amount of \$5,000 for the AI search and chat bot function for our website to come from the non-departmental fund.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

(G) Commissioner Comments

- Commissioner Blocker
 - She attended interim UAC policy steering committees (Communications Development, Criminal Justice, Government Operations) to discuss upcoming legislation and priorities.
 - She attended the UAC Justice Summit covering behavioral health, Medicaid, and homelessness updates. And toured the Huntsman Mental Health Crisis Care Center.
 - She met with the County Recorder to review the new Parcel Fabric Program, improving parcel mapping accuracy.
 - She engaged with local residents on various community concerns.
- Commissioner Newton
 - Him and Commissioner Blocker met with EDA representatives last week to discuss potential grant funding for the Croydon fire station. However, EDA funds must support economic development and cannot replace standard government functions, making the fire station ineligible. The EDA representative shared additional examples and information, which he will share to the Commission.
- Commissioner Fackrell
 - He attended a Government Operations meeting that discussed wanting to split the clerk auditor office across the counties which would affect us as our office is combined.
 - He also discussed HB139 from the State Auditors office, this requires a response from the Counties by July 9th.
 - He mentioned HB48 The Wildland Urban Interface stating we may need to look into it to see if it affect us.
 - He mentioned WFRC asked about applying for the Feasibility Grant, the CAM clarified that the grant was obtained for this and already completed.
- Commission Vice-Chair Nickerson
 - He had a Productive meeting with Division of Wildlife Resources (DWR); they emphasized that land use in East Canyon will not be limited to hunting. They are open to trail connectivity with Red Rock WMA and potentially to Morgan City.
 - He stated that there is positive progress on plans with the NICA site team; efforts are underway to secure an extension on state funding.
 - EMTs needed in Croydon area to support the upcoming fire station; classes expected to run Monday–Saturday.
 - Peterson Fire Station transition to County control expected by August 1; collaboration with the local fire district has been strong.
 - The new Sheriff's deputies are gaining experience quickly, with 2–3 arrests per day; summer is proving to be a busy season. Preparations are underway for increased activity as the school year approaches.
- Commission Chair Wilson
 - ABSENT.

MORGAN COUNTY COMMISSION MEETING AGENDA

- The CA added that while reviewing past Planning Commission meetings, he noted discussion regarding the Geo-Hazard Ordinance text amendment. His understanding is that the Commission previously directed staff to pursue this amendment, with input from Commissioners Newton and McConnell. A follow-up meeting occurred where Commissioner McConnell joined remotely, to discuss the proposed changes and gather guidance for staff. To ensure a clear record and proper process, he is requesting formal Commission direction to proceed with the amendment and establish a documented trail consistent with code requirements.

Commissioner Newton moved to direct Planning and Development staff to work on a text amendment on the geo hazard studies specific to the slopes.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

Adjourn – 7:00 p.m.

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

APPROVED: _____
Morgan County Commission Chair

DATE:

ATTEST: _____
Morgan County Deputy Clerk/Auditor

DATE

***Action Item(s) that includes Public Hearing(s) will be held at or after 6:00 PM**

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If you want to participate virtually in any public comment listed on this agenda, you need to contact

Jeremy@morgancountyutah.gov at least 24 hours before the scheduled meeting.



Contract # _____

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Division of Technology Services, Utah Geospatial Resource Center (UGRC), Taylorsville State Office Building, 4th Floor, 4315 S. 2700 W, Taylorsville, UT 84129, (Agency Code 110) referred to as STATE, and the following County, which is a Government Agency.

County Name: Morgan County

Address: 48 W Young St. Rm. 21

City, State, Zip: Morgan, UT 84050

Federal ID# _____ Vendor Code _____ Commodity Code _____

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is for the County to receive Monument Replacement and Restoration Committee (MRRC) funding as outlined in the 2015 Senate Bill 264 for monument replacement, preservation and restoration of Public Land Survey System section corners.
3. **CONTRACT PERIOD:** Effective date 7/1/2025. Termination date 6/30/2026, unless terminated early or extended in accordance with the terms and conditions of this contract. The MRRC may conduct a mid-term contract review to assure the work is being done or scheduled for completion within the terms of this contract. If progress toward completion of the work cannot be documented, the COUNTY risks the possibility of contract termination. The deliverable for this contract is due May 15, 2026.
4. **GRANT VALUE:** County will be paid a maximum of \$28,076.19 for funds authorized by this contract.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A: Standard Terms and Conditions
Attachment B: Scope of Work
Attachment C: Field Procedures
Attachment D: Deliverables
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**
A. All other governmental laws, regulations, or actions applicable to goods and/or services authorized by this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

COUNTY

STATE

Signature

Date

Name and Title of Signer (Type or Print)

Sean A. Fernandez, Cadastral Manager
Utah Geospatial Resource Center (UGRC)

Division of Technology Services

Division of Finance

“ATTACHMENT A”
STATE OF UTAH – DIVISION OF TECHNOLOGY SERVICES,
UGRC STANDARD TERMS AND CONDITIONS

1. **COUNTY:** The COUNTY shall have no authorization, express or implied, to bind the State of Utah or the above State Agency to any agreements, settlements, liability, or understanding whatsoever, unless herein expressly set forth. Persons employed by the STATE and acting under direction of the COUNTY shall not be deemed to be employees or agents of the STATE.
2. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 107 of the State of Utah Accounting Policies and Procedures and any other relevant provisions of the STATE.
3. **RENEGOTIATIONS OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. UGRC has no obligation to perform any services not specified in the contract.
4. **TERMINATION:** This contract may be terminated, with or without cause, in advance of the specified expiration date by either party, upon 30 days prior written notice being given to the other party. On termination of this contract, COUNTY will make payment for all services rendered and/or costs obligated to date of termination.
5. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
6. **SEPARABILITY CLAUSE:** The declaration by any court or other binding legal source that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract unless said provisions are mutually dependent.
7. **INDEMNITY CLAUSE:** The COUNTY agrees to indemnify, save harmless, and release the State of Utah and the State officers, agents, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract by the COUNTY, its officers, agents, volunteers, or employees. The STATE agrees to indemnify, save harmless, and release the Utah County and the County officers, agents, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract by the STATE, its officers, agents, volunteers, or employees.
8. **NONAPPROPRIATION OF FUNDS:** Contractual service obligations of the STATE to be fulfilled after the current fiscal year are contingent upon funds to maintain the servicing agency being appropriated, budgeted, or otherwise made available. If funds are not appropriated or otherwise available to maintain the servicing agency, this contract may be terminated without penalty by the STATE upon giving thirty (30) days written notice.
9. **DATA:** All data received or compiled by the STATE under this contract becomes the property of the State of Utah. Access to and confidentiality of said data will be governed by the rules and procedures of the agency with whom the data originated when such rules are specified as an amendment to this contract.
10. **DEADLINES:** UGRC's agreement to all deadlines and costs in this contract is contingent upon the COUNTY's performance of such actions as are instrumental to the completion of this contract. If the COUNTY fails to act in a timely manner, UGRC may opt to consider the contract terminated under the conditions of Paragraph 4.
11. **CONFLICTS:** Conflicts, if any, between Attachment A and any other attachments will be resolved in favor of Attachment A.

"ATTACHMENT B"

SCOPE OF WORK COUNTY PLSS MONUMENT PRESERVATION PROTECTION AND REHABILITATION PROJECT

The **Monument Replacement and Rehabilitation Committee** as created by SB264, enacted 2015, referred to as COMMITTEE, is distributing Legislative authorized grants to Utah counties, referred to as COUNTY, for work to preserve, protect and rehabilitate monuments of the Public Land Survey System.

The work to be performed is surveying of the Public Land Survey System section corners in order to preserve, protect or rehabilitate the monuments of the PLSS.

1. The grants are awarded based on Committee review of grant requests. Grant requests should outline a specific area of interest for the work to occur and the scope of work for each county. County must have an established Public Land Corner Preservation Fund (see Section 17-23-19 Utah Code Annotated) to be eligible for grant funds.
2. Projects having PLSS monuments that are in danger of being disturbed, destroyed or have severe deterioration shall be given the highest priority.
3. The grant request for PLSS work will include a map created by the County outlining areas of the PLSS in which section corner monuments are in need of preservation, protection or rehabilitation.
4. The grant request will include a total cost required for the project. Itemization of expenditures is encouraged.
 - Eligible costs include those associated with the protection, restoration, re monumentation, rehabilitation, preservation and documentation as approved by the Committee.
5. Responsible stewardship of allocated grant monies is mandatory.
6. The survey work will be conducted by the County Surveyor, or a Professional Land Surveyor contractor for the County, qualified by the State of Utah licensing requirements and following the work requirement as outlined in the contract and its attachments.
 - The Committee is available to any County upon request to provide oversight or assistance on contractor selection and/or project performance.
 - The County Surveyor, or the County contract surveyor, will be required to attend at least one of the Utah Association of County Surveyors' summer and fall meetings. (The summer meeting is usually held in August, and the fall meeting is held during November in St. George in connection with the UAC convention.)
 - The costs associated with attendance at the County Surveyors' meetings can be included in the proposed budget request.
7. The purpose of this program is to preserve, protect or rehabilitate monuments of the Public Land Survey System. The quality of the work performed to find, perpetuate and document the true corner location is of paramount importance.
8. The preservation of original evidence including all accessories to the monuments is of paramount importance, and where there is an absence of accessories, accessories will be re established.
9. The County will provide PLSS deliverables to the Committee according to the directions and requirements outlined in "Attachment D"

"ATTACHMENT C"

FIELD PROCEDURES

PURPOSE:

The purpose of this document is to give direction, guidance and an understanding of what is expected in performing field surveys necessary for the maintenance, restoration and re-location of Corners of Cadastral surveys of the Public Land Survey System (PLSS) within the State of Utah.

END RESULT OF THE FIELD SURVEY:

Once the field survey is complete, the surveyor will have gathered, constructed, staked or completed a minimum of the following for each corner:

1. The corner will have been located.
2. The corner will have an acceptable monument.
3. The corner will be referenced.
4. Utah Grid and Geodetic coordinates will have been gathered for the corner.
5. A photo will have been taken of the corner monument (showing markings). A second photo will have been taken of the general corner vicinity.
6. Field notes will have been kept.

Information gathered during the field survey will later be transferred onto the Corner Monument Record (Corner File) and the Record of Survey (ROS) which become the official documents for locating and perpetuating the corner.

1.1 The corner will have been located:

1.1.1 G.L.O. survey plats and field notes are a unique resource of important information about original corner monuments and their accessories. They contain such information as:

- The type of monument set, its dimensions, and markings.
- The type of corner (standard, witness, closing, meander, etc.).
- What accessories were established - a mound of stones and its dimensions, blazed bearing trees with their size, species and their course and distance from the corner.
- Relationship with other corners.
- Topography of the area.

The surveyor shall have copies of the G.L.O. plats and field notes while engaged in his survey.

1.1.2 Research:

In addition to G.L.O. plats and notes, the surveyor should perform appropriate research into the corner's history. This research could include but not necessarily be limited to:

- a. Records of survey as filed with the County Surveyor's office.
- b. Corner Monument Records (Corner Tie Sheets). These are usually found in the County Surveyor's office but may also be located in the County Recorder's office or with UGRC.
- c. Right-of-way maps for highways, canals, railroads, etc.
- d. Documents filed for record with the County Recorder's office.
- e. Aerial photos.
- f. NGS Data Sheets.
- g. Records and testimony of Professional Land Surveyors and their employees who are familiar with the area.
- h. Testimony of land owners or long-time residents of the area.

1.2 The corner will have an acceptable monument.

1.2.1 Existent Monument, not required to be replaced:

- a. Unless directed otherwise by the County surveyor or this Committee (if there is not a current county surveyor), an original stone monument in its originally set location does not need to be replaced if it is firmly set, readily identifiable and reasonably durable.
- b. County Surveyor, Private Licensed Surveyor, G.L.O. or B.L.M. brass or aluminum cap monuments on a pipe or minimum 5/8" rebar do not need to be replaced if they are firmly set, readily identifiable and reasonably durable.

1.2.2 Existent Monument, required to be replaced:

The surveyor will be required to replace any monument not meeting criteria set forth in 1.2.1 a. orb.

1.2.3 Identification of Existent and Obliterated Corners:

- a. Existent Corners are defined in 6-11 of the Manual of Surveying Instructions, 2009 edition (hereinafter referred to as Manual).
- b. Obliterated corners are defined in 6-17 of the Manual.
- c. The surveyor shall follow the process for determining the position of an Existent or Obliterated Corner as given in Chapter Six of the Manual.

1.2.4 Lost Corners:

The decision that a corner is lost should not be made until every means has been exercised that might aid in identifying its original position. The courts have admonished surveyors for being too quick to turn to proportionate measurement. They tell us, to find all evidence, every shred of evidence, before we say that the corner point is lost. Determining a corner to be lost and then applying proportionate methods of restoring it is the surveyor's last resort.

U.S. v Doyle 468 F 2nd 633 (1972)

"For corners to be lost, they must be so completely lost that they cannot be replaced by reference to any existing data or other sources of information, and before courses and distances can determine boundary. ALL MEANS/or ascertaining location of the lost monuments must first be exhausted. "

If a corner is declared lost, its position shall be determined by proportionate measurement as outlined in chapter seven of the Manual.

1.2.5 Corner Monuments:

- a. If a Corner Monument is set, it shall be a minimum 2" diameter durable metal disk on a pipe or rebar having a minimum diameter of 5/8" and a length of 24"
- b. If the corner falls in a rock out-cropping, concrete or concrete post, a durable metal disk not less than 2" diameter, on a metallic stem not less than three inches long {drilled into the base) and fixed with epoxy cement, is acceptable as the monument.

- c. If the corner falls in a dirt or gravel road, the monument cap shall be buried 6" below the road surface.
- d. If the corner falls in a paved road, the monument shall be placed in a prefabricated monument well. Alternately, the monument may be driven or drilled into the road base with its disk recessed $\frac{1}{4}$ " to $\frac{1}{2}$ " below the pavement surface and any cavities created during the process, filled with epoxy, quikcrete, rockite, cement all, or other similar product.
- e. In the event a corner monument cannot practically be set because of steep terrain, water, marsh, existing structures, busy roads, etc. a minimum of two reference monuments shall be set. These monuments shall be placed as outlined in 4-17 of the Manual.
- f. Corner Monuments shall be marked {stamped} as shown in chapter four of the Manual and shall bear the license number of the surveyor in responsible charge. Reference monuments shall have the distance to the corner point stamped thereon.

1.3 The corner will be referenced: (See example sketch 1.6.5)

- a. Whenever possible, section corners and quarter-section corners {including reference monuments to these corners} shall be witnessed by at least four references of durable quality. If possible these references should also be in different quadrants.
- b. Sixteenth section corners, monumented during original or subsequent cadastral surveys shall also be witnessed, as cited in item a. above.
- c. All references shall be carefully described, and their bearings and distances from the corner noted in the field notes.
- d. Acceptable reference monuments could be a nail in a utility pole or fence post, a scribe in a concrete structure or rock outcropping or a rebar driven into the ground. With exception of items such as concrete or rock scribes, a tag, washer or cap bearing the license number of the surveyor shall be affixed to the reference monument.

1.4 Utah Grid and Geodetic coordinates will have been gathered for the corner:

1.4.I The surveyor shall obtain the following coordinates of the corner.

- a. Utah Coordinate System - Northing and Easting (appropriate zone) 1983.
- b. NAO 83 Geographic Coordinates (North Latitude and West Longitude).
- c. NAVD 88 Elevation.
- d. Reporting Units are to be U.S. Survey Foot or Meter.

1.4.2 The Surveyor shall state the Coordinate Source:

- a. Acceptable sources are the Utah Reference Network Control System (VRS) and Opus Solution Reports.
- b. Sample Surveyor's Statement: ••coordinates are NAO 83 (2011) (EPOCH 2010) derived from the Utah Reference Network Control System.
GEOID 12a, NAVD 88 Elevation = #,###.#."

1.4.3 Acceptable Data Gathering Equipment:

- a. Survey Grade G.P.S. List make and model (such as Trimble R6, TSC3 data collector).
- b. Total Station. List make and model. (A total station instrument may be used to traverse to a corner where a G.P.S. observation is not practicable, such as beneath a tree or structure).

1.4.4 Measuring to the Corner:

- a. G.P.S. receiver or mirrors shall be placed on a tripod or a rod with biped supports and plumbed above the corner.
- b. Three minute observations shall be observed.
- c. Maintain a POOP of 6 or less.
- d. Minimum horizon angle of 15°.
- e. Should be observed with low RMS values.

1.5 A photo will have been taken of the corner monument (showing markings). A second photo will have been taken of the general corner vicinity.

“ATTACHMENT D”

THE DELIVERABLES

IN ACCORDANCE WITH UTAH CODE 17-23-17 AND 17-23-17.5 THERE WILL BE THREE PRIMARY DELIVERABLES. . THE **THREE** PRIMARY DELIVERABLES ARE: (1) A GENERAL VICINITY MAP WITH ENOUGH DETAIL SHOWING THE AREA(S) WHERE CORNER MONUMENTS WILL BE PRESERVED, PROTECTED, OR REHABILITATED, MUST BE PROVIDED WITH THE PROPOSAL; AND (2) A CORNER FILE (SECTION TIE SHEET) FOR EACH CORNER MONUMENT REPLACED OR RESTORED; SAID CORNER FILE SHALL BE FILED IN THE COUNTY SURVEYOR’S OFFICE AND ELECTRONICALLY FILED WITH THE STATE UGRC. (3) A RECORD OF SURVEY (ROS) PLAT SHALL BE FILED IN THE COUNTY SURVEYOR’S OFFICE AND IS A REQUIRED DELIVERABLE FOR THIS GRANT..

IT WILL BE EXTREMELY IMPORTANT TO REVIEW ATTACHMENT “C” LABELED “THE MONUMENT REPLACEMENT AND RESTORATION COMMITTEE FIELD PROCEDURES (Field Procedures)” PRIOR TO ANY WORK BEING PERFORMED. THIS FIELD PROCEDURES ATTACHMENT WILL SERVE AS A GUIDE TO BOTH THE CONTRACTOR IN HIS WORK AND THE COMMITTEE IN THEIR REVIEW.

GENERAL VICINITY MAP (Proposal Requirement)

This can be any type of map (USGS, Aerial Image, GIS map furnished by the County, or anything else that is to such a scale that will clearly depict the corner monuments that will be located, tied, rehabilitated, etc.

THE SECTION TIE SHEET or MONUMENT RECORD SHEET (Final Deliverable Requirement)

During the course of or near the end of the survey project the COMMITTEE may require preliminary versions of corner file reports (section tie sheets) to verify that critical levels of data are made part of said Corner Files. At the end of the project the COMMITTEE may require proof of filing those Corner File Reports with the applicable County Office prior to payment. Please keep in mind that much of the same information found on a section tie sheet will also be found on any required ROS. One of the primary differences will be the capability of putting a great amount of information and detail on a Record of Survey Plat that may not fit on a Corner File Report (tie sheet). The “minimum” amount of information required on the Section Tie Sheet would be the following:

- Monument Description, include a complete description of the corner monument (Field Procedures 1.6.4).

- Corner description specifics (section, township, range, base & meridian)
- Date of field work
- Name(s) of individuals involved in the field work
- A complete description of accessories (original and added) and their relationship to the corner, with bearing/distance ties (Field Procedures 1.3).
- A reference to the ROS filing\recording number
- Horizontal Coordinate Values and units (feet\meters)---State Plane (horizontal datum\projection) as well as Lat\Lon (Field Procedures 1.4.1 and 1.4.2).
- Elevation Values and units (feet\meters)---Vertical Datum (Field Procedures 1.4.1 and 1.4.2).
- Stamp\seal of the surveyor certifying the work
- Photo(s) of the corner monument (showing markings)
- A sketch or graphical representation of the general corner vicinity showing existing features near the corner with accessories found or set (Field Procedures 1.6.5).
- Swing tie distances must be shown from at least 3 existing features, or installed rebar.
- Any additional information that describes the corner monument location that may help a surveyor or property owner locate the monument.

THE RECORD OF SURVEY PLAT (Final Deliverable Requirement)

A ROS plat is a requirement and should include the following:

- 1) A description, per corner, whether it was considered “existent”, “obliterated”, or “lost”.
- 2) In the case of existent or obliterated corners a thorough narrative corner by corner as to what was found, what was not, and what evidence was used in the decisions made. It will also be important to note how those findings relate to the original record. It will be critical to include what accessories were identified as well as what led to the final decisions that were made (Field Procedures 1.6.4).
- 3) Justification to determine a corner is lost as outlined in the Manual of Instructions (Field Procedures 1.2,4). It will be assumed that prior to the classification of a corner being lost, that every shred of evidence has been carefully examined.
- 4) A detailed description of what was set. (Field Procedures 1.6.4).
- 5) The following details for each monument (Field Procedures 1.4.1 and 1.4.2):
 - Horizontal Datum\State Plane Projection
 - Northing and Easting and Units (feet\meters)
 - Latitude\Longitude
 - Vertical Datum
 - Elevation and Units (feet\meters)
 - Height and Geoid Model

- Collection Method (VRS, OPUS, Other Control). If other control is used, what do those control monuments represent and how do they tie back to the HARN
 - A list of the HARN, CORS, or other reference stations used in the survey.
- 6) The stamp\seal and signature of the surveyor certifying the plat as well as any additional information that is required according to U.C. 17-23-17 that may be applicable to this type of survey project.

UPON ACCEPTANCE BY THE COMMITTEE, AND AS REQUIRED BY STATUTE, ANY REQUIRED CORNER FILE AND/OR RECORD OF SURVEY PLAT WILL BECOME PUBLIC RECORD AND THE RESPONSIBILITY OF THAT COUNTY WHERE THE WORK WAS PERFORMED. AN ELECTRONIC VERSION OF THE DATA SHALL BE SENT TO THE STATE OF UTAH UGRC TO COMPLETE THE REQUIREMENTS OF THE CONTRACT.

How to Submit Electronic Corner Information

1. In a Web Browser Go To: <https://plss.utah.gov/>
2. Select Login. Register if you don't have an account or login with your username and password.
3. Zoom to a section corner by using the TRS tab (Township, Range, Section) or use the + and – buttons to zoom to the corner to be submitted.
4. Once the corner is viewable select the point with your cursor.
 - a. If the point is displayed purple the corner currently has a Monument Record Sheet submitted. The sheet can be viewed by selecting the View tie sheet in the lower left corner.
 - b. Monument Record Sheets can still be submitted for corners that currently have a sheet. The new sheets will be added to the existing record sheet and hopefully improve the accuracy of the point over time.
 - c. If it is displayed orange the corner does not have a Monument Record Sheet available.
5. Once a point is selected, 2 options show up at the bottom of the screen.
 - a. Submit Existing Sheet – will allow you to submit a sheet that is already created and on your computer
 - b. Submit Corner Data – will allow you to create a sheet by filling out an online form with the required field information and photos. The following information is needed to complete a form:
 - i. Collection Date
 - ii. BLM Point Number (provided by web site when the point is selected)
 - iii. County
 - iv. Accuracy

- v. Meridian
- vi. Township
- vii. Range
- viii. Section
- ix. Section Corner
- x. Monument Status
- xi. Geographic Coordinates -
 - 1. Latitude
 - 2. Longitude
 - 3. Ellipsoid Height
 - 4. Vertical Units
- xii. Grid Coordinates -
 - 1. Northing
 - 2. Easting
 - 3. NAVD88 Elevation
 - 4. State Plane Zone
 - 5. Horizontal Units
 - 6. NGS Adjustment
- xiii. Monument Description - (Location information, terrain, general findings, monument condition, etc.)
- xiv. Monument Notes - (Narrative about the monument and field procedures used to determine its location and coordinates)
- xv. Photo 1 - Map view Photo or Sketch
- xvi. Photo 2 - Monument Area Photo (with tripod over monument)
- xvii. Photo 3 - Monument Close-up Photo
- xviii. Extra Pages - pages can be added to the form that will be created when submitted.

USE THIS GOOGLE FORM TO SUBMIT DELIVERABLE

It is important that the County possesses the deliverable, so we ask that a county representative send the deliverable through this form rather than the contractor surveyor. (Monument Record Sheets can be submitted by the contract surveyor through the PLSS corner management website.)

This form will ask you to upload these 4 requirements:

- 1. Monument Record Sheets (these sheets should be uploaded through the PLSS corner management site <https://plss.utah.gov/>, or can be put into one zip file and uploaded through this form.)
- 2. Coordinate Spreadsheet (upload through this form)
- 3. Record of Survey (upload through this form)
- 4. County Invoice (upload through this form)

<https://docs.google.com/forms/d/e/1FAIpQLSff53uXynI-TQ5tg8KWMuX3kS90-TMP0d74W9PdsCndBm41mg/viewform?vc=0&c=0&w=1>

Please contact Sean Fernandez if there are any questions.
sfernandez@utah.gov 801-209-9359

Vacancy on the Morgan County Library Board of Trustees

Applicant must be a resident of Morgan County with a library card in good standing. Applicants should submit a letter of interest to the Morgan County Library at 50 N 100 W, Morgan, UT 84050 or by email to ebott@morgancountyutah.gov. This is a Volunteer Position.

Duties include attending board meetings and library events, establishing a long-range plan for the library, actively promoting the library in the community, setting policies to serve community interests, and advocating for library issues.

Terms are for four years. Meetings are held on the second Wednesday of January, March, May, July, September, and November at 7:00pm in the Community Room at the Morgan County Library.

Letters of interest will be accepted until July 29, 2025.

Send letter to: Morgan County Library, PO Box 600, Morgan, UT 84050 or ebott@morgancountyutah.gov

For more information, call Erin Bott, Library Director, at 801-845-4075



Limit of 3 Minutes

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

Thank you for being here!



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: 07/17/2025 Time Requested: _____

Name: Dave Vickers Phone: (801) 554-8984

Address: 41 N State Street (PO BOX 886)

Email: dvickers@utah.gov Fax: _____

Associated County Department: Utah

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Gun Range Fuel Break Maintenance & Wildland Fire Risk Assessment

1. Active and potential safety hazards
2. Wildland fire mitigation needs
3. Recommendations for site improvements

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Revisit Memo Regarding Morgan Gun Range

In 2021, Utah experienced a early active fire season and I took the time to evaluate the Gun Range and found several areas of concern. The result was closing the long range shooting portion of the range. The original report is included as part of this memo.

This year Utah is experiencing another early start with fires exhibiting fire behavior equal to a month ahead of the normal expected fuel fire conditions. Utah has already entered into statewide fire restrictions as a result.

Another factor that prompted my re-evaluation of the gun range is that on the Wasatch Front there have already been over 20 shooting caused fires this year.

My inspection showed the same conditions/concerns as the original inspection, Which were:

- Inadequacy of the long-range backstop and upper range target area(s)
- Poor maintenance of the previously constructed dozer line
- Absent fire-suppression equipment in the case of a fire (i.e. fire extinguisher, water truck, etc.)
- Found evidence of dead and drying vegetation being shot at/through/used as targets
- Found evidence of shooting occurring well past the fire line into continuous (uninterrupted) fuels
- Adequacy of the short-range target area on the southeast corner of the property (closest to the search and rescue shed)

It would be my recommendation to close the long range shooting portion again this year and consider a redesign to include side berms and larger backstop. See attached pictures for current condition.

To: Morgan County
From: Morgan County Fire Officials
7/21/2021

Memo Regarding the Morgan Gun Range

Introduction:

With current drought, fire, and weather conditions in the State of Utah and Morgan County, there has been increased concern regarding potential fire risks and hazards. The offices of the Morgan County Fire Chief, Fire Marshall, and the Fire Warden got together and decided which properties could be best managed to reduce or attempt to reduce the risk associated with a fire/life safety incident. As a result, we have been evaluating those potential fire hazards in the county. One of those concerns has been the gun range. More specifically, some complaints have been received about the possible use of exploding targets and other incendiary/unsafe devices on the property.

Fire officials briefly visited the site earlier this week and formed an impression of the property, as well as a preliminary plan of action regarding the short-term future. The office of the Fire Warden conducted an in-depth review of the property today (7/21/2021) and solidified a plan of action for the short- and long-term future of the Morgan Gun Range.

Findings:

Upon our evaluation of the property over the course of our visitations, we found evidence that there is a very high chance of this range becoming a significant fire issue. We took pictures of our findings and have attached those for reference. During our tour and evaluation of the site, we found the following items of concern:

- Inadequacy of the long-range backstop and upper range target area(s)
- Poor maintenance of the previously constructed dozer line
- Absent fire-suppression equipment in the case of a fire (i.e. fire extinguisher, water truck, etc.)
- Found evidence of dead and drying vegetation being shot at/through/used as targets
- Found evidence of shooting occurring well past the fire line into continuous (uninterrupted) fuels
- Adequacy of the short-range target area on the southeast corner of the property (closest to the search and rescue shed)

Recommendations:

Based on our evaluation, current/forecasted long-term weather, and the action of other gun ranges in Utah, we recommend that the long-range section of the shooting range be closed. This closure should remain in effect until such a time that the fire break (dozer line) can be re-established, the backstop(s) can be built up/reinforced, and dangerous/unsafe activity on the property be enforced to a standard that is satisfactory and approved by the Morgan County Fire Officials. The short-range shooting section (on the southeast corner of the property) is adequate for that area of the range to continue operating for the rest of the season. Some work could be done working on backstop improvements for this range. **All of these recommendations are subject to change pending any changes, seen or unseen.**

We have done some research on the standard(s) for gun-ranges and wildfire prevention/reduction. Overall, our suggestions for the future of this range include the following:

Suggestions for the Future of the Morgan County Gun Range

Shooting Range Terminology (Minnesota DNR):

https://www.dnr.state.mn.us/shooting_ranges/terms.html

- **Backstop:** A device constructed to stop or redirect bullets fired on a range. This is usually an earthen structure, **placed between 16 and 20 feet in vertical height**, built in accordance with NRA recommended standards.
- **Baffles:** Barriers to contain bullets and to reduce, re-direct or suppress sound waves and possible stray bullets. Baffles are placed either overhead, alongside or at ground level to restrict or interrupt errant or off target shots. A special baffle referred to as an eyebrow can be placed at the firing line to provide cover and minimize problems caused by double firing, or they can be placed atop backstops to ensure on-site containment of all fired rounds.
- **Berm:** An embankment used between shooting ranges to divide them or positioned to restrict bullets to a specific area. These are built to establish shooting lanes and are usually **8 to 12 feet in vertical height**.

Utah State Gun Range Requirements:

<https://utahcarrylaws.com/shooting-ranges/>

It is LEGAL to go target shooting outside of city limits, on public land including Bureau of Land Management (BLM) and U.S. Forest Service areas. Please use common sense, always ensure you have a suitable backstop behind your targets and be respectful of the land so that other responsible hunters and shooters can enjoy their shooting sport too.

- **No** steel-core, steel-jacketed, or steel-tipped ammunition (from June 15th to September 30th) **(BLM Requirement on BLM land)**
- **No** tracer and incendiary ammunition, exploding targets (Tannerite, Star Exploding Targets, etc.), and pyrotechnics (fireworks) **(BLM Requirement on BLM Land)**
- **No** tracer bullets, incendiary ammunition, and exploding targets **(USFS Requirements on National Forests/Grasslands)**
- <https://le.utah.gov/xcode/Title65A/Chapter3/65A-3-S2.html> (Utah Law 65A-3-2 (Wildland Fire Prevention))
- <http://le.utah.gov/xcode/Title76/Chapter10/76-10-S508.html> (Utah Law 76-10-508 (Law Enforcement Action))
- Violation of UT Law 76-10-508 may result in being found guilty of UT Law 76-10-508.1.

Shooting Range Criteria (Dept. of Energy):

https://www.energy.gov/sites/prod/files/2013/05/f1/Range_Design_Criteria.pdf

- **Firing into upward sloping land and land with natural backstops of hills or mountains is recommended.**
- The line of fire in rough terrain should be perpendicular to high ground. The line of fire on flat terrain should be free of knolls, ridges, and trees that reduce visibility.
- Known distance ranges should be as flat or evenly graded as possible. If the grade between the firing points and target does not exceed 2 percent, then the firing points may be below the target.

- The ground between the targets and firing line should be free of any hardened surface (smooth-surfaced walkways excepted) such as **rocks or other ricochet-producing material.**
- The surface of the range may be sodded or planted with low-growing ground cover.
- Administrative controls such as use of the low-ready position or engineered controls such as muzzle traverse/elevation limiters can be used to control the firearm. Natural terrain such as a mountain or a hill provides an excellent backstop for firing. **The terrain should be high enough to capture rounds fired at up to a maximum 15° muzzle elevation.**
- The site should be landscaped to provide for erosion control, noise abatement, maintenance, appearance, fire protection, and safety.
- Heavy landscaping may be used to cut down on noise transmission. Plants and trees may be planted behind the firing position shelters to alleviate noise transmission problems.
- **Target line bases must match grading with the firing line.** Mechanical target support bases must be protected from the direct line of fire. They may be buried flush with the ground or placed behind a protective wall. **Note that a small, raised earth berm at this location generates significant ricochet.**
- **For open ranges, the top elevation of the earth impact berm should be 26 feet above the range surface for ranges 100 yards long or longer and 16 feet above the range surface for ranges 50 yards long or less.** The impact berm should extend 50 yards beyond where the target line ends for 100-yard-long ranges or until joining with the side containment, if provided for ranges 50 yards long or less.
- The preferred slope of the impact berm face is 1 to 1 or steeper. **The steeper the slope, the more likely the berm is to absorb projectiles.** **The top should be 10 feet wide. The impact slope should be constructed with a 3-foot layer of easily filtered soil (to reclaim the lead projectiles) free of boulders, trees, rocks, stones, or other material that will cause ricochet.** The rear slope should be appropriate to the native soil and maintenance requirements.
- Full-side height side containment should extend 3 feet to the rear of the firing line. Locate the side containment at least 10 feet outside of the centerline of the outermost firing lane. One option is to construct earth berms to an inside slope of 1 to 1.5. If native soil characteristics will not produce a stable slope at this angle, provide geotechnical fabric reinforcement in the fill. The top width of the berm should be at least 10 feet. No rocks are permitted in the top 3 feet of the inside surface. Another option is to construct continuous walls of ballistic material to withstand local wind and seismic loads. Provide sacrificial cladding to 13 feet forward of the firing line and 3 feet behind the firing line. Continuous walls are preferred for fully baffled ranges.

Shooting Range Fire Prevention (AIG Loss Control/Insurance):

<https://www.aig.com/content/dam/aig/america-canada/us/documents/brochure/plcb-shooting-range-fire-prevention.pdf>

- Prohibit the use of tracer ammunition as it is beyond the specifications of most ranges.
- Depending on your range specifications, limit or prohibit use of full metal jacketed ammunition, high powered rifles or pistols, and fully automatic or rapid-fire weapons.
- Enhance range rules signage at the range entrance as well as on the walls of an indoor range. Signage should:
 - Clearly identify the firearms and ammunition that are prohibited from the range.
 - List pictures of unwanted ammunition with the universal red circle with the line through it.
 - State that the range officers may inspect customers' firearms and ammunitions.

- Keep all impact areas free of debris.
- Remove any combustible debris.
- Clear any brush from around the impact area of an outdoor range to reduce fuel sources that could catch fire from heat of fired rounds.
- Maintain the appropriate size and number of fire extinguishers around the range.

Conclusion:

Thank you for your time. We do not make these decisions without careful consideration of the impact on this partial closure. It is of the utmost importance that the citizens, visitors, and employees of Morgan County stay safe and ensure that we are all cooperatively working together to reduce the multiple impacts that a wildfire may have. It is in everyone's best interest that we all take precautions-both actively and passively-to prevent a possible catastrophe, as well as avoiding unnecessary/excessive monetary stress on the county and those who live, work, and play here. Ultimately, if these considerations are not followed, it may be recommended that the gun range close entirely for the rest of the season, or until our suggestions have been safely carried out and approved by the Fire Department Officials of Morgan County.

Signed on this day, 7/21/2021,

Boyd Carrigan, Morgan Fire Chief

Dave Rich, Morgan Fire Marshall

Dave Vickers, Morgan Fire Warden





 *Keeping Utah Moving*

Carrie Jacobson, P.E.

Traffic Operations Engineer

Utah Department of Transportation

166 West Southwell • Ogden, UT 84404

office: (801) 620-1673 • email: cjacobson@utah.gov

WEBER HUMAN SERVICES & MORGAN COUNTY



17-43-301. LOCAL MENTAL HEALTH AUTHORITIES -- RESPONSIBILITIES. (17-43-201. LOCAL

2

SUBSTANCE ABUSE AUTHORITIES -- RESPONSIBILITIES.)

- (2) (a) (i) In each county operating under a county executive-council form of government under Section 17-52a-203, the county legislative body is the local mental health authority, provided however that any contract for plan services shall be administered by the county executive.
- (3) (a) By executing an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, two or more counties may join to:
 - (i) provide mental health prevention and treatment services; or
- (6) (a) Each local mental health authority shall:
 - (x) provide funding equal to at least 20% of the state funds that it receives to fund services described in the plan;
- (b) Each plan under Subsection (6)(a)(ii) shall include services for adults, youth, and children, which shall include:
 - (i) inpatient care and services;
 - (ii) residential care and services;
 - (iii) outpatient care and services;
 - (iv) 24-hour crisis care and services;
 - (v) psychotropic medication management;
 - (vi) psychosocial rehabilitation, including vocational training and skills development;
 - (vii) case management;
 - (viii) community supports, including in-home services, housing, family support services, and respite services;
 - (ix) consultation and education services, including case consultation, collaboration with other county service agencies, public education, and public information;
 - (x) services to individuals incarcerated in a county jail or other county correctional facility; and
 - (xi) services to individuals described in Subsection 64-13-21(8)(a).



BEHAVIORAL HEALTH SERVICES IN MORGAN COUNTY

- 215 Households in Morgan County have at least one individual that is eligible for Medicaid
- There are a total of 421 individuals in Morgan County that are eligible for Medicaid.
- 50 individuals from Morgan County received mental health services.
- 18 individuals from Morgan County received services for a substance use disorder.
- 1 individual from Morgan County received medical services.
- Full continuum of services (outpatient therapy, case management, residential, medication management, etc.) available at the WHS main location: 237 26th Street, Ogden
- Individual Therapy available by appointment in our Morgan office: 50 W. 100 N., Morgan

UTAH CODE

AGING AND ADULT SERVICES

26B-6-104. Authority of division.

- (1) The division is the sole state agency, as defined by the Older Americans Act of 1965, 42 U.S.C. 3001 et seq., to:
 - (a) serve as an effective and visible advocate for the aging and adult population of this state;
 - (b) develop and administer a state plan under the policy direction of the board; and
 - (c) take primary responsibility for state activities relating to provisions of the Older Americans Act of 1965, as amended.
- (2) (a) The division has authority to designate:
 - (i) planning and service areas for the state; and
 - (ii) an area agency on aging within each planning and service area to design and implement a comprehensive and coordinated system of services and programs for the aged within appropriations from the Legislature.

MORGAN SENIOR CENTER

Monday through Thursday

8 am to 4 pm

Approximately 250 registered seniors utilize the center during the operational hours throughout the year

*Approximately 50 quilts are made for Primary Children's each year, 15 quilts donated to sheriff's department to be used to comfort accident victims, quilt raffle for fundraising during our annual Christmas party

Regular Activities

- Quilting* (Monday)
- Medicare Education (Monthly)
- Wellness Check by Quality Home Health (Monthly)
- Wellness Check by Enhabit (Monthly)
- Mahjong (Wednesday)
- Card games (Thursday)
- Foot Clinic by Ma-dis by Diane, LLC (Monthly)
- Terrace Playhouse (bi-Monthly)
- Ogden visit/shopping trip (bi-Monthly)
- Congregate Lunch (Tue, Wed, Thu) (15 ~ 20 attendees)
- Birthday Celebration
- Other annual events - WHS Shred Event (30 ~ 40 people), Summer BBQ (30 ~ 40 people), Medicare Open Enrollment event (10 ~ 20 people), Winter Holiday Dinner (100 people), End of Summer ice cream social (15 ~ 20 people), Annual Valentine's Day Dinner (50 people)

MORGAN COUNTY MEALS ON WHEELS

Delivered Monday through
Friday each week.

Approx. 65 seniors
(unduplicated number)
receive meals annually. 30
clients currently receive our
Meals-on-Wheels service in
Morgan County.

- Morgan MOW uses the senior center's kitchen area, 10 am ~ 2 pm, Mondays ~ Fridays.
- All the MoW have been assessed in-person annually (re-assessment) and at the beginning (new assessment).
- WHS MOW has a waitlist. 1 to 3 Morgan applicants are typically on the waitlist.

MORGAN AGING STAFFING COSTS

<u>Morgan Staff</u>	<u>Position</u>	<u>Salary</u>	<u>Salary Adj 26</u>	<u>Benefit</u>	<u>Tax</u>	<u>Total</u>
Cissy Toone	Sr Ctr Dir	37,692.33	38,634.64	10,663.47	2,955.55	52,253.66
Richard London	PT Driver MOW	7,584.74	7,774.36	460.99	594.74	8,830.09
Ray Horne	PT Driver MOW	2,327.69	2,385.88	-	182.52	2,568.40
Lisa Wood	PT Driver MOW	6,865.87	7,037.52	-	538.37	7,575.89
Becky Lucas	Backup	1,331.27	1,364.55	-	104.39	1,468.94
Gloria Wood	PTKitchen	8,148.87	8,352.59	494.29	638.97	9,485.86
Tia Snodgrass	PTKitchen	7,363.76	7,547.85	-	577.41	8,125.26
Total		71,314.53		11,618.75	5,591.95	90,308.09

MORGAN CONGREGATE MEAL COSTS

<u>Morgan Congregate Meal</u>	
Meals per day	20
3 days per week (Tue, Wed, Thur)	3
Total meals per week	60
Total meals per year	3,120
Cost per meal	9.82
Total Congregate meal cost	30,638.40

MORGAN MEALS ON WHEELS COSTS

<u>Morgan MOW Meal Cost</u>	
Meals per day	33
days of week	5
Total meals per week	165
Total meals per year	8,580
Cost per meal	9.82
Total MOW meal cost per year	84,255.60

OVERVIEW OF MORGAN COUNTY FINANCIAL OBLIGATIONS

10

Morgan Aging Staffing Costs	\$90,308.09		
Morgan Congregate Meal Costs	\$30,638.40		
Morgal Meals on Wheels Costs	\$84,255.60		
Morgan total annual Aging Cost		\$205,202.09	
Morgan annual MH Match Obligation		\$ 24,548.82	
Morgan annual SUD Match Obligation		\$ 3,844.12	
TOTAL MORGAN COUNTY OBLIGATION		\$233,595.03	
Less the following Federal Allocations:			
Morgan % of Sr. Ctr funding is 4.97% of total		(9,579.65)	Morgan portion of Fed IIIB funds
Morgan Congregate Meal is 9.84% of total		(21,891.05)	Morgan portion of Fed IIIC1 funds
Morgan MOW is 6.00% of total		(41,040.60)	Morgan portion of Fed IIIC2 funds
NET MORGAN COUNTY OBLIGATION FY26		\$161,083.73	

SUBSTANCE USE AND MENTAL HEALTH PREVENTION ACTIVITIES IN MORGAN COUNTY


We recently lost our Morgan County Prevention Coordinator. But over the past couple of years, we have accomplished some great things in Morgan County:

- We trained 15 youth in Strategic Prevention Framework/Prevention Science;
- A Community Readiness Survey was completed for Morgan County;
- Support has been offered from the High School and they have reached out to WHS staff for additional support or events;
- Morgan youth participated in the SHARP survey, a voluntary survey on the challenges and opportunities our youth face;
- And most importantly, Morgan CARES was developed, branded, and seen as a valuable asset to the community.

We are attempting to hire a new coordinator that also has strong ties to the local community so that we can continue this great work!



THANK YOU

- Weber Human Services
 - 801-625-3700
 - www.weberhs.org
 - Kevin Eastman, CEO: kevine@weberhs.org
 - Michelle Jenson, CFO: michellej@weberhs.org
 - Nobu Iizuka, Aging Director:
nobui@weberhs.org
- 



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: 09-17-2024 Time Requested: 20:00 Min

Name: Bret Heiner Morgan County Public Works / Morgan Junior livestock committee Phone: 801-821-1475

Address: 380 No Industrial Dr Morgan Ut 84050

Email: bheiner@morgancountyutah.gov Fax: 801-845-4046

Associated County Department: Public Works
Morgan Junior livestock committee

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

4/H Livestock building expansion and remodel at the fairgrounds .

Funding source Morgan DAF Morgan Junior livestock committee.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH ☒
INFORMATION ONLY



REQUEST FOR PROPOSAL

Livestock Building Expansion Project

Morgan County

SCOPE OF WORK

Morgan County is seeking proposals for the construction of an addition to the Livestock Building at the Morgan County Fairgrounds. The building addition will be steel frame construction (gable – clear span, rigid frame, measuring 50' x 100' x 20' with a 50' lean-to on each side. The building addition has overall dimensions of 50' x 200'. Construction will include footings, lighting, and other features, as shown on the attached plans.

Site improvements will include clearing and grubbing, removal of miscellaneous existing features, grading, and base course. The site layout and features are shown in the attached plans. Site work shall comply with the American Public Works Association (APWA) standards and Morgan County requirements.

EXISTING CONDITIONS

Those submitting proposals are responsible for site visits and observation of conditions that will affect the work. The County will not consider any claims resulting from insufficient knowledge of observable conditions. Schedule site visits by contacting Bret Heiner, Morgan County Public Works Director, at 801-791-7368.

QUALIFICATIONS

The Contractor must meet the following minimum qualifications:

- Utah contractor/professional licenses in the categories applicable to the work
- Experience with similar commercial structures and site work

BOND AND INSURANCE REQUIREMENTS:

Before beginning work on the project, the Contractor shall deliver to the District:

- Payment and Performance bonds in the amount of 100% of the Contract Price
- Proof of coverage under Workers Compensation insurance
- Builders Risk Insurance
- Liability insurance coverage with minimum coverage amounts of \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate

CONTRACT CONDITIONS AND SPECIFICATIONS

All work shall comply with Morgan County building codes. The Contractor is responsible for obtaining all applicable permits. A copy of the Contract General Conditions can be obtained from Wasatch Civil Consulting Engineering upon request.

PROPOSAL REQUIREMENTS:

Proposals shall consist of a price proposal and supporting information. Specific information shall include:

- Company profile and contact information
- Price proposal for the work (use the attached Schedule of Values form)
- Details of the proposed building
- Descriptions of construction methods and the proposed schedule
- Proof of licensing
- Experience and similar completed projects
- References

Proposals will be opened at the time, date, and location indicated in the advertisement. The proposal pricing shall remain firm for not less than sixty (60) calendar days from the date of receipt of the proposal.

EVALUATION FACTORS

The District will evaluate proposals based on the price of work, contractor experience, and building preferences.

MORGAN COUNTY CORPORATION

LIVESTOCK BUILDING ADDITION

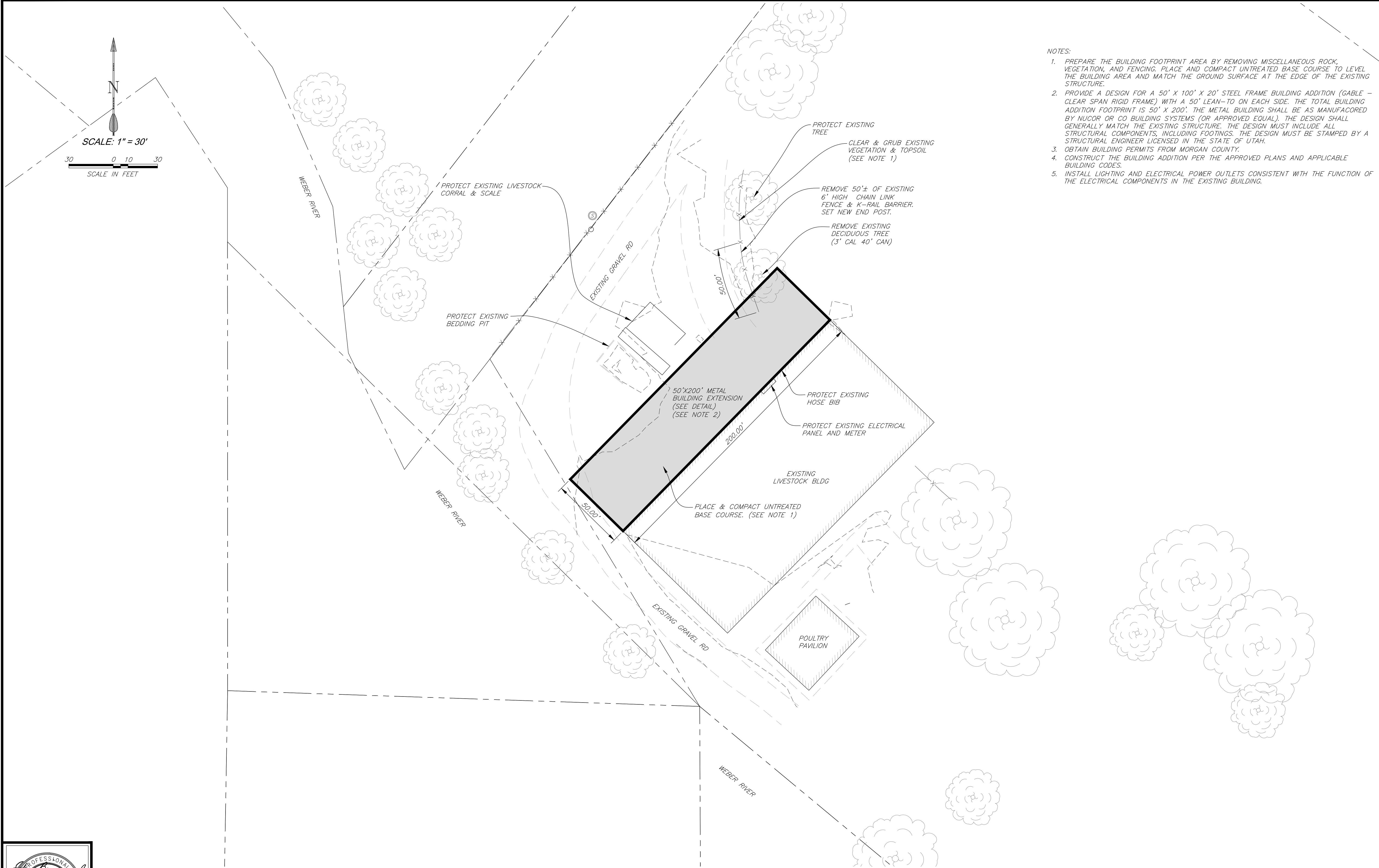
AUGUST 2024



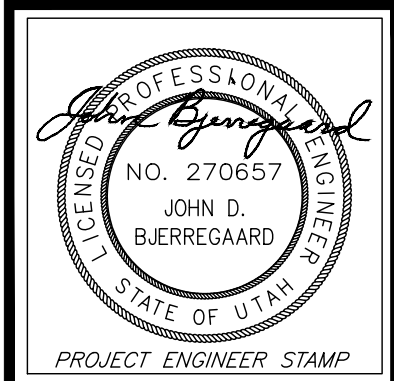
VICINITY MAP

INDEX

- 1. COVER
- 2. SITE PLAN
- 3. ELVATION - SCHEMATIC
- 4. PLAN VIEW - SCHEMATIC



- NOTES:
1. PREPARE THE BUILDING FOOTPRINT AREA BY REMOVING MISCELLANEOUS ROCK, VEGETATION, AND FENCING. PLACE AND COMPACT UNTREATED BASE COURSE TO LEVEL THE BUILDING AREA AND MATCH THE GROUND SURFACE AT THE EDGE OF THE EXISTING STRUCTURE.
 2. PROVIDE A DESIGN FOR A 50' X 100' X 20' STEEL FRAME BUILDING ADDITION (GABLE - CLEAR SPAN RIGID FRAME) WITH A 50' LEAN-TO ON EACH SIDE. THE TOTAL BUILDING ADDITION FOOTPRINT IS 50' X 200'. THE METAL BUILDING SHALL BE AS MANUFACTURED BY NUCOR OR CO BUILDING SYSTEMS (OR APPROVED EQUAL). THE DESIGN SHALL GENERALLY MATCH THE EXISTING STRUCTURE. THE DESIGN MUST INCLUDE ALL STRUCTURAL COMPONENTS, INCLUDING FOOTINGS. THE DESIGN MUST BE STAMPED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF UTAH.
 3. OBTAIN BUILDING PERMITS FROM MORGAN COUNTY.
 4. CONSTRUCT THE BUILDING ADDITION PER THE APPROVED PLANS AND APPLICABLE BUILDING CODES.
 5. INSTALL LIGHTING AND ELECTRICAL POWER OUTLETS CONSISTENT WITH THE FUNCTION OF THE ELECTRICAL COMPONENTS IN THE EXISTING BUILDING.



WC
WASATCH CIVIL
CONSULTING ENGINEERING
1150 DEPOT DRIVE, SUITE 225, OGDEN, UT 84404
(801) 775-9191 WASATCHCIVIL.COM

REV.	DATE	APPR.	

DESIGNED J.D.B. DATE AUG. 26, 2024

DRAWN A.M. SCALE: 1" = 30'

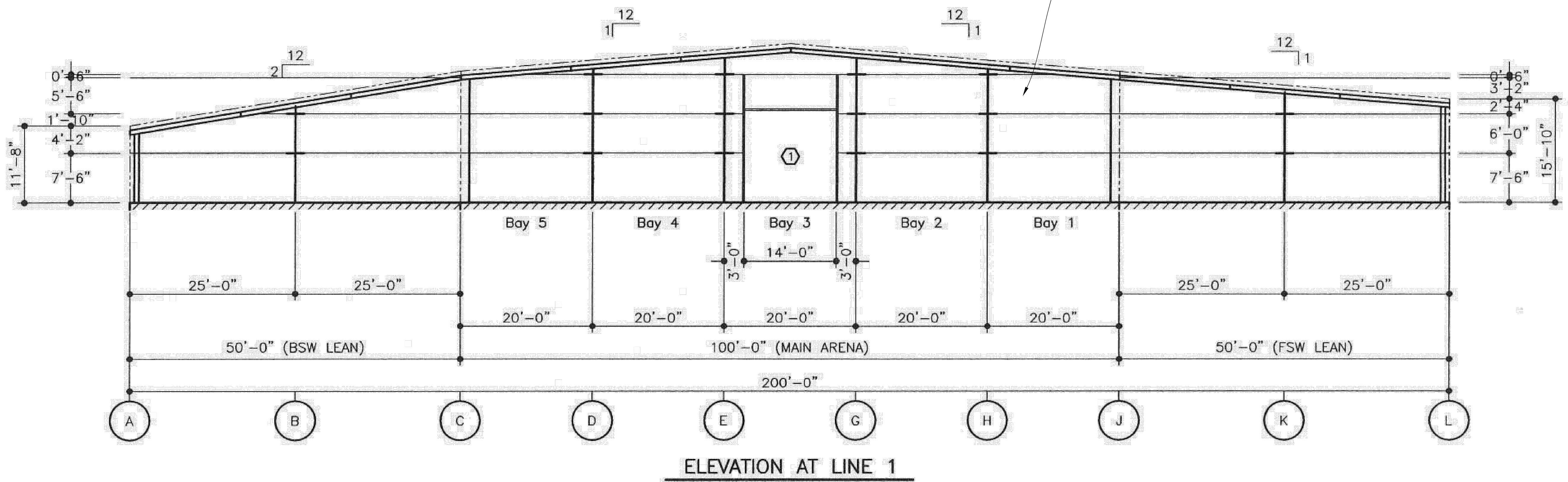
CHECKED J.D.B. _____

MORGAN
COUNTY
CORPORATION

LIVESTOCK BUILDING ADDITION

SITE PLAN

P:\09-MC\700-MSC\LIVESTOCK-BUILDING\CAD\BASE-DRAWINGS\BASE.DWG 8/26/2024 4:24:56 PM



ELEVATION AT LINE 1

— NO ENCLOSURES

PROJECT NAME: MORGAN COUNTY LIVESTOCK ADD
MORGAN, UT

DO NOT USE FOR FINAL CONSTRUCTION

6/14/2023 2:38

MEET TITLE:

SHEET:
3
4 SHEETS

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PROJECT ENGINEER STAMP



WASATCH CIVIL
CONSULTING ENGINEERING
1150 DEPOT DRIVE, SUITE 225, OGDEN, UT 84404
(801) 775-9191 WASATCHCIVIL.COM

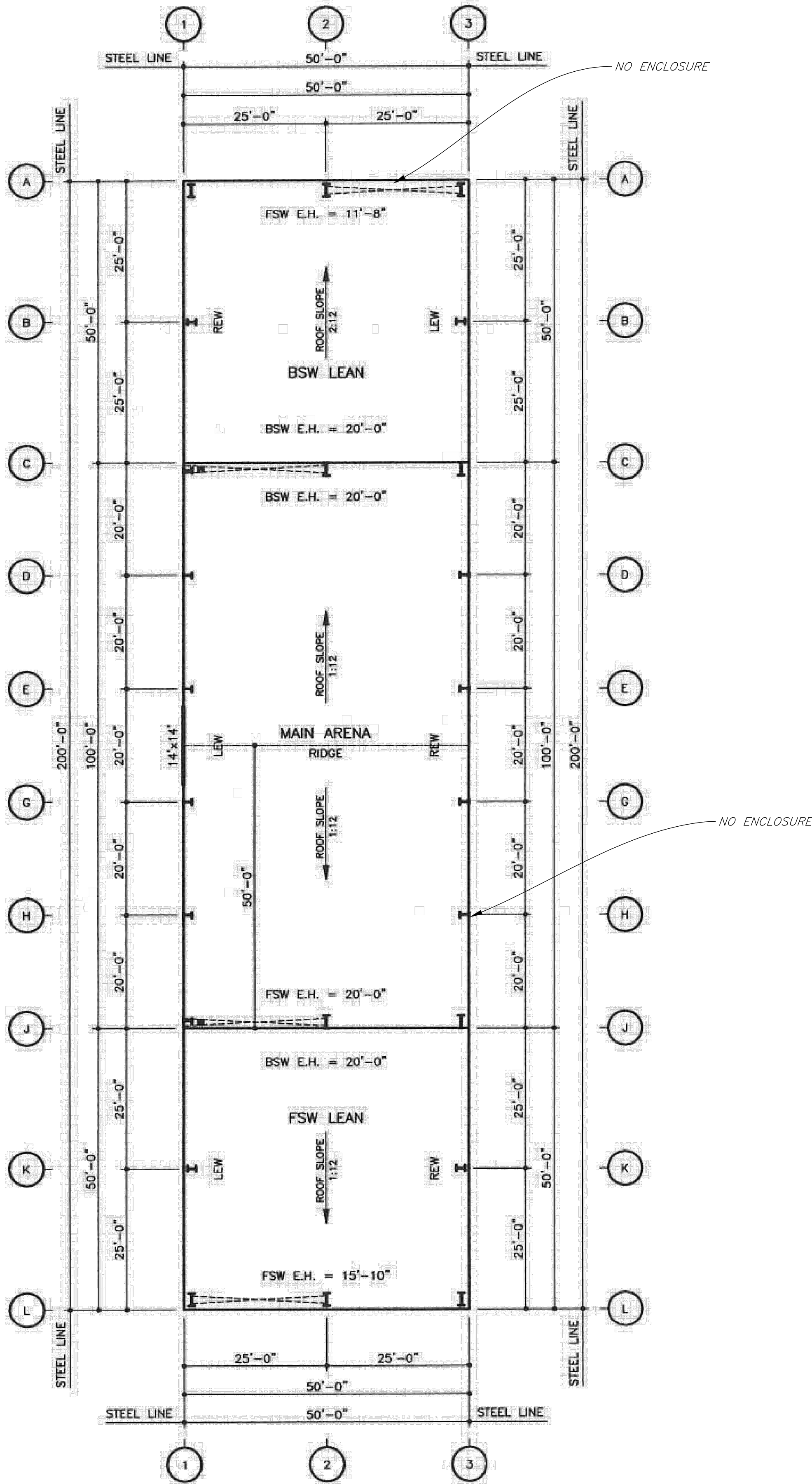
REV.	DATE	APPR.	

DESIGNED J.D.B. DATE AUG. 26, 2024
DRAWN A.M. SCALE: _____
CHECKED J.D.B. _____

MORGAN
COUNTY
CORPORATION

LIVESTOCK BUILDING ADDITION
PLAN VIEW - SCHEMATIC

SHEET:
4
OF 4 SHEETS



DO NOT USE FOR FINAL CONSTRUCTION

SHEET TITLE: 6/14/2023 2:38 PM

PRELIMINARY FLOOR PLAN

SHEET NUMBER: QUOTE NUMBER:

FP1

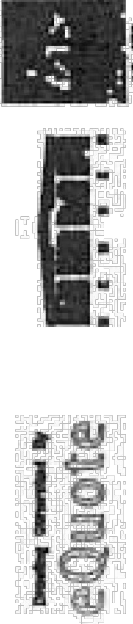
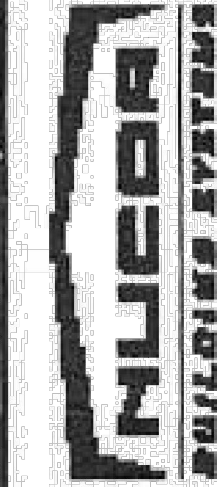
1

PROJECT NAME:

MORGAN COUNTY LIVESTOCK ADD

MORGAN, UT

CUSTOMER NAME:



SCHEDULE OF VALES - August 27, 2024

Livestock Building Addition

Morgan County



To: Morgan County

The undersigned agrees to furnish all labor, equipment, and materials and perform all operations necessary to complete work as described in the proposal and on the Project Design Drawings for the sums stipulated below:

	Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	L.S.		
2	Steel Building Addition Design	1	L.S.		
3	Building Footing Design	1	L.S.		
4	Clearing and Grubbing	1	L.S.		
5	Fence Removal (50 feet)	1	L.S.		
6	K-Rail and Rock Removal	1	L.S.		
7	Tree Removal (3' Caliper, 40' Canopy)	1	EA		
8	Grading	1	L.S.		
9	Untreated Base Course	600	Tons		
10	Building Footing Construction	1	L.S.		
11	Steel Building Construction	1	L.S.		
12	Building Lighting & Power Outlets	1	L.S.		
	TOTAL OF ALL ITEMS				

Notes: 1. The Contractor will be reimbursed for building permits fees at actual costs.

Contractor Name: _____

Business Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

Signed: _____

Intermountain Traffic Safety, Inc.

2440 South 3270 West
Salt Lake City, UT 84119-1116

Voice: (801)972-6515
Fax: (801)972-6604

SALES ORDER

Sales Order Number: 46824
Sales Order Date: Jun 12, 2025
Ship By: Jun 12, 2025
Page: 1

To:
MORGAN COUNTY ROAD DEPT. P.O. BOX 886 380 N INDUSTRIAL DR. MORGAN, UT 84050

Ship To:
John Harrison 801-791-3487

Customer ID	PO Number	Sales Rep Name
MORCOU		Bryan Lowe
Customer Contact	Shipping Method	Payment Terms
JAY PALMER	DELIVER	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
2.00	IWS-TLEV15FMEV	Evolutuion Driver Feedback Signs, 18" Character Display, Full Matrix, Solar ** THIS DOES NOT INCLUDE FREIGHT **	4,855.00	9,710.00
Subtotal				9,710.00
Sales Tax				
Freight				0.00
TOTAL ORDER AMOUNT				9,710.00



Safety Supply & Sign Company, Inc.
3200 South Redwood Road
West Valley City, UT, 84119
Phone: (801) 973-2266
Web: <https://safety supply and sign.com>

Quote

Order No.: Q03137
Order Date: 6/11/2025
Delivery Date:
Expiration Date: 7/11/2025
Customer ID: 00756

BILL TO:

Morgan County
P. O. Box 886
Morgan UT 84050

SHIP TO:

Morgan County
P. O. Box 886
Morgan UT 84050

CUSTOMER P.O. NO.**TERMS****CONTACT**

Net 30 Days

Tat Thompson

FOB POINT**SHIPPING TERMS****SHIP VIA**

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	RADAR SPD EV12S: SAFE PACE EVOLUTION 12,SOLAR W/DATA,12 MONTH CLOUD INCLUDED	1.00	EA	3,672.0000	3,672.00

Total Weight (LBS):	0	Sales Total:	3,672.00
Total Volume (LBS):	0	Freight &	0.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	3,672.00



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date:	06/17/2025	Time Requested:	
Name:	Buster Delmonte	Phone:	(801) 791-2122
Address:			
Email:	subscriptions@9line.us	Fax:	
Associated County Department:	Planning		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Request consideration for budget neutral offset of development fees to fix years of dumping and overburden at airport from other parties. Bid to remove the overburden is \$65,000. Does not seem fair this was left behind by Wardell and others and now 9Line is stuck with the ball. Believe there's a good faith way for 9Line to fix the problem in a budget neutral way. Bid attached - see highlighted section on pg 4 of 5.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Mecham Brothers, Inc.

Excavating - Grading - Hauling

5792 S. 3600 W.

Roy, UT 84067

Phone: (801) 985-1115

info@mechambrothers.com

Bid Proposal

Date: May 15, 2025

Contractor: Mecham Brothers, Inc.

Buyer: Rocky Mountain Home Builders

Project: Hangars 2-4 Site Work

Bid Breakdown

Description	Total Quantity	Unit Price	Total Price
Excavation	3 EA	\$2,750.00	\$8,250.00
Backfill & Compaction (inside & outside)	3 EA	\$8,920.00	\$26,760.00
Furnish & Install Rock (inside)	330 Ton	\$40.00	\$13,200.00
Prep Approach for Concrete	3 EA	\$2,710.00	\$8,130.00
Waterline - 1" service from meter (30 LF)	90 LF	\$45.00	\$4,050.00
Sewer - 4" DWV (50 LF)	150 LF	\$50.00	\$7,500.00
Grease Separator (24" Catch Basin & Connection)	3 EA	\$7,250.00	\$21,750.00
Export Excess Fill (Onsite) - 190 CY	570 CY	\$10.00	\$5,700.00

Total Bid Price: \$95,340.00

Cost Per Building: \$31,780.00

Project: Site Improvements – Mountain Green Airport

Scope of Work

This bid includes the installation of sewer and water infrastructure, asphalt parking and runway preparation, and the hauling and placement of excess material at the north end of the airport. The following is a breakdown of the proposed work:

Sewer Improvements

#	Description	Qty	Unit Price	Total
1	Traffic Control w/ Plan to County	LS	\$2,500.00	\$2,500.00
2	County Road Cut Fee	2 EA	\$4,800.00	\$9,600.00
3	Saw Cut Asphalt (50' per location)	100 LF	\$3.00	\$300.00
4	Tie to Existing Sewer Main	2 EA	\$3,885.00	\$7,770.00
5	New 4" Sewer Laterals	275 LF	\$85.00	\$23,375.00
6	New 4" Sewer Cleanouts	5 EA	\$975.00	\$4,875.00
7	Scratch & Patch Roadway (Testing Included)	2 EA	\$5,100.00	\$10,200.00

Sewer Subtotal: \$58,620.00

Water Improvements

#	Description	Qty	Unit Price	Total
1	Relocate Existing Fire Hydrant	LS	\$5,900.00	\$5,900.00

2	New 8" Main Waterline	196 LF	\$80.00	\$15,680.00
3	Connect to Existing 8" Water Main	LS	\$1,300.00	\$1,300.00
4	New Lateral Tie-Ins	5 EA	\$1,500.00	\$7,500.00
5	New 1" Water Service Line to Meter	400 LF	\$60.00	\$24,000.00
6	New Water Meter & Box	5 EA	\$1,550.00	\$7,750.00

Water Subtotal: \$62,130.00

Asphalt Parking & Runway

#	Description	Qty	Unit Price	Total
1	Furnish & Install Roadbase (Testing Included)	3200 Ton	\$33.25	\$106,400.00
2	Striping (Parking & Stalls)	LS	\$1,105.00	\$1,105.00
3	Fine Grade	67403 SF	\$.23	\$15,502.69
4	3" Asphalt	67403 SF	\$2.05	\$138,176.15

**Asphalt
Subtotal
\$261,183.84**

Excess Material Handling

#	Description	Qty	Unit Price	Total
1	Haul & Place Excess Material (North End)	LS	\$65,000.00	\$65,000.00

Excess Material Subtotal: \$65,000.00

TOTAL BID: \$446,933.84

Notes & Exclusions

- Pricing based on current excavation and material rates; subject to change with market conditions.
- All permits, bonds, and testing (including compaction testing) are excluded unless noted.
- Surveying and layout by others.
- Does not include rock excavation, blasting, or unsuitable subgrade removal.
- Winter conditions (frozen ground, snow, etc.) not included.
- No utility work included unless specifically noted.
- Backfill assumes suitable on-site material unless otherwise specified.
- Site must be accessible and staked prior to mobilization.
- Any import/export of material not listed above will be considered extra work.
- This proposal does not include the following:
 - Final sewer and water connections into Buildings 1 & 5
 - Excavation, backfill, or prep work for Buildings 1 & 5
 - Any storm drain pipe, manholes, rock work, or detention basin
 - Any retaining walls

Terms & Conditions

All work to be performed in accordance with applicable codes and standards. This bid is valid for 30 days. Final price may be subject to change based on field conditions, material availability, or requested changes to scope.

Personal Guarantee

I/we unconditionally and individually guarantee the performance of the Buyer under the terms and conditions of the above contract, including all payments and any charges specified therein, including interest, attorneys' fees and costs. This guarantee may not be withdrawn unless agreed to in writing by Contractor.

Date _____ Guarantor: _____

Payment Terms:

TERMS OF PAYMENT: Buyer shall pay Contractor in full at Contractor's address set forth above within thirty (30) days following the date of Contractor's invoices, without retention, regardless of the final completion date of the work. In the event that payment is not made to Contractor as provided herein, Contractor shall be entitled to all of its costs, including attorneys fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Contractor shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1.5% per month) from the date payment is due until payment is received by Contractor, whether before or after judgment.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Mecham Brothers

Authorized Signature: _____

Estimator: Jonathan Mecham

801-791-8869 John@mechambrothers.com



2025 BUDGET CHANGE FORM

Date 7/1/2025

Department IT

Department Head Signature _____

Amount \$1500

Move from GL Account# General Fund

Move to GL Account # 10-4149-310

Put reason: _____

After discussion with fire chief Boyd Carrigan this is the estimated cost for

Email accounts for staff for the new fire stations.

Clerk/Auditor Use Only

Date Entered



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: 7/15/25 Time Requested: _____
Name: Leslie Hyde Clerk/Auditor Phone: (801) 845-4010
Address: 48 W Young Street
Email: lhyde@morgancountyutah.gov Fax: _____
Associated County Department: _____ County Budget

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Resolution CR-25-34 Amendment of Morgan County's 2025 Budget
*Request motion to adjourn public hearing and convene budget hearing
*Public comments (please limit to 3 minutes)
*Request motion to adjourn budget hearing and convene public meeting
*Approval of Resolution CR-25-34 amending Morgan County's 2025 Budget

Please schedule at 6:00pm

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

PUBLIC NOTICE
Notice of Budget Hearing
to amend Morgan County's 2025 Budget

The Morgan County Commission will hold a Budget Hearing on Tuesday, July 15, 2025 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 2025 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.

Published 7.7.2025

Posted 7.3.2025

RESOLUTION CR-25-34

A RESOLUTION OF THE MORGAN COUNTY COMMISSION ADOPTING CERTAIN AMENDMENTS TO MORGAN COUNTY'S 2025 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 July 15, 2025 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 2025 budget:

CERTIFIED TAX RATES

FUND	DARTMENT	ACCOUNT #	AMOUNT	NEW TOTAL
General	Taxes	10-3110-000-000	\$439,451	\$4,412,908
Library	Taxes	27-3110-000-000	\$33,817	\$342,186
Flood	Taxes	21-3110-000-000	\$1,958	\$29,054
Capital Imp	Taxes	44-3110-000-000	\$13,335	\$161,409
Health	Taxes	25-3110-000-000	\$26,844	\$251,797
General	Taxes A&C	10-3140-000-000	\$72,134	\$769,971

DEPARTMENT ADJUSTMENTS INCREASE (DECREASE)

- Attorney
10-4150-375-000 (\$11,800)
10-4145-370-000 \$11,800
Budget adjustment Prosecutor for Justice Court
- Public Works
10-4150-520-000 (\$5,000)
10-4411-110-100 \$5,000
Budget adjustment for overtime for snow removal
Approved by County Commission 6.17.2025
- Public Works
10-4150-520-000 (\$9,778)
10-4411-110-100 \$9,778
Budget adjustment for miscellaneous overtime
Approved by the County Commission 6.17.2025

- Fairgrounds

10-4150-520-000	(\$8,875)
10-4520-110-100	\$8,875

 Budget adjustment for fair and fairground overtime
 Approved by County Commission 6.17.2025

FUND BALANCE ADJUSTMENTS GENERAL FUND INCREASE (DECREASE)

- Fleet

10-2951-000-000	(\$19,228.30)
10-4460-250-400	\$19,228.30

 Budget adjustment for pump truck repairs
 Approved by County Commission 5.6.2025
- IT

10-2951-000-000	(\$1,500)
10-4149-340-000	\$1,500

 Budget adjustment for new fire department employees
 Scheduled for approval by County Commission 7.15.2025
- IT

10-2951-000-000	(\$1,134.96)
10-4149-310-0000	\$1,134.96

 Budget adjustment for server warranty
 Scheduled for approval by County Commission 7.15.2025

GRANTS

- Airport

38-3340-000-000	\$44,416
38-4550-260-000	\$44,416

 Budget adjustment for landscaping grant
- Library

27-3619-000-000	\$4,514.00
27-4700-340-200	\$4,514.00

 Budget adjustment for CLEF grant
- Recorder

10-3370-000-000	\$42,345
10-4144-320-000	\$42,345

 Budget adjustment for MRRC PLSS grant
 Approved by the County Commission 6.3.2025

MCFD & WPR RFD AGREEMENT

• Wildland	
10-3450-000-000	\$52,500
10-4221-250-000	\$30,000
10-4222-510-000	\$22,500
• Fleet	
10-3450-000-000	\$371,750
10-4460-250-400	\$15,750
10-4460-250-500	\$4,000
10-4460-250-550	\$350,000
10-4460-250-600	\$2,000
• Fire	
10-3450-000-000	\$184,900
10-4221-110-000	\$4,000
10-4221-250-000	\$23,000
10-4221-250-000	\$5,000
10-4221-260-000	\$18,000
10-4221-280-000	\$200
10-4221-740-000	\$79,200
10-4221-740-300	\$55,500
• Ambulance	
10-3450-000-000	\$472,912
10-4260-120-000	\$4,000
10-4260-120-100	\$260,912
10-4260-240-000	\$1,500
10-4260-250-000	\$6,800
10-4260-280-000	\$200
10-4260-305-000	\$8,000
10-4260-311-000	\$4,000
10-4260-340-000	\$4,500
10-4260-740-000	\$135,000
10-4260-450-000	\$2,000
10-4260-450-000	\$10,500

These budget adjustments are to increase the budgets per the agreement approved 6.17.2025

OTHER FUND ADJUSTMENTS INCREASE (DECREASE)

- Tourism
35-3680-000-000 \$3,300.00
35-4510-310-400 \$3,300.00
Budget adjustment to increase revenue/expenses for Car Show
Approved by County Commission 7.1.2025
- Transit Tax County
18-2951-000-000 (\$454,135)
18-4400-340-000 \$454,135
Budget adjustment for two overlay projects
Approved by County Commission 4.15.2025

FUND BALANCE TRANSFER TO OTHER FUNDS

- Opioid
10-2951-000-000 (\$117,036.69)
10-4810-615-000 \$117,036.69
62-3895-000-000 \$117,036.69
62-2951-000-000 \$117,036.69
Budget adjustment to move money from Sundry to a restricted account
Approved by County Commission 7.1.2025
- Health Services
10-2951-000-000 (\$80,200)
10-4810-615-000 \$80,200
25-3810-000-000 \$80,200
25-4700-340-000 \$80,200
Budget adjustment to cover short fall due to increased meal costs
Approved by County Commission 5.20.2025
- Library/Historical Society/Visitor Center
27-2955-000-000 (\$6,472.61)
27-4800-480-000 \$6,472.61
Budget adjustment to move 2024 revenue to current budget
Approved by County Commission 5.20.2025

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 15th day of July, 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

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

2025 MORGAN COUNTY CERTIFIED TAX RATES

General Fund	.001367	\$4,412,908
Library	.000106	\$342,186
Flood Control	.000009	\$29,054
Capital Improvements	.000050	\$161,409
Health	.000078	\$251,797
County Assessing and Collecting	.000236	\$769,971



2024 BUDGET CHANGE FORM

Date 06/4/2025

Department Attorney

Department Head Signature /s/ Garrett T. Smith

Amount \$11,800

Move from GL Account# 10-4150-675

Move to GL Account # 10-4145-370

Put reason: Insufficient funds in account to pay Prosecutor for Justice Court for remainder of the year.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Date 07/02/2025

Department Public Works

Department Head Signature Kate Becker

Amount \$5,000

Move from GL Account# 10-4150-520

Move to GL Account # To be Created 10-4411-110-100

Overtime budget change for snow removal. Creation of a line item to more clearly budget for overtime.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Date 07/02/2025

Department Public Works

Department Head Signature Kate Becker

Amount \$9,778

Move from GL Account# 10-4150-520

Move to GL Account # To be Created 10-4411-110-100

Overtime budget change for miscellaneous Public Works overtime. Creation of a line item to more clearly budget for overtime.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Date 07/02/2025

Department Public Works

Department Head Signature Kate Becker

Amount \$8,875

Move from GL Account# 10-4150-520

Move to GL Account # To be Created 10-4520-110-100

Overtime budget change for fair and fairground. Creation of a line item to more clearly budget for overtime.

Clerk/Auditor Use Only

Date Entered

MORGAN COUNTY COMMISSION MEETING MINUTES

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

Discussion and decision on budget adjustment for Q2 FY 2025

- a) Pay increase due to change in job description
- b) Pass through line for Medici Recording Fees
 - a. The CAM introduced part a, she explained that During testing of the I Spy system, which supplies our E-911 data, it was discovered that many location records, particularly for WPR, were missing. Charles, who had participated earlier in the work session, quickly identified the issue: the data was being sourced from a crowdsourced platform rather than reliable sources like Google Maps or Apple Maps. In contrast, Wasatch Civil pulls from Google Maps, and no one had been updating Apple Maps. Since joining, Charles has taken on increasing GIS-related responsibilities and has performed exceptionally well. In the past week alone, he began updating Apple Maps and the maps used by I Spy. Despite holding a degree in Geographic Information Systems (GIS), Charles was originally hired under a different title due to an outdated job classification. The proposal is to formally reclassify Charles into a GIS-related position that reflects the work he is already doing. This change would cost approximately \$5,000 annually plus benefits and would align his title and pay with his qualifications and contributions.
 - b. It was explained that the Medici recording fees needs a new line item for the pass through fee, as discussed from the last meeting.

Commissioner Newton moved to approve the transfer of \$2,161.95 from the non-departmental wage and benefit adjustment line item (GL #10-4150-520) to the County Recorder's salary line item (GL #10-4144-110-000). Also transferring \$507.02 from the same non-departmental account (GL #10-4150-520) to the County Recorder's benefits line item (GL #10-4144-130). Also Increase the revenue estimate (GL #10-3412-000) by \$1,400 and establish a new expense line item (GL #10-4144-300-000) for \$1,400 to reflect the pass-through of Medici fees as previously discussed.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

3. Bret Heiner – Discussion/Decision – Morgan County Public Works Director

Discussion and decision on budget adjustment for Q2 FY 2025 for seasonal overtime

- a. Commissioner Newton clarified that Commissioner Nickerson and himself had a productive discussion with the Public Works Director regarding the challenges related to overtime in the Public Works Department, particularly around snow removal. While the idea of hiring additional staff to reduce overtime costs was considered, several limitations were noted. The department has a limited number of snowplows and only a certain number of employees trained to operate them, meaning additional personnel would not necessarily alleviate the issue. As such, the current use of overtime remains a necessary part of managing seasonal demands.
- b. Public Works Director and the Commission discussed the need for a separate budget line item for this due to IRS laws.

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Newton moved to approve the establishment and implementation of overtime line items for snow removal, the fair and fairgrounds, and various other Public Works budgets. To fund these new line items, a transfer of funds will be made from the wage and salary adjustment line item (GL #10-4150520), allocating \$5,000 to the snow removal overtime budget, \$8,875 to the fair and fairgrounds overtime budget, and \$9,778 to the miscellaneous Public Works overtime budget. This adjustment is intended to more accurately allocate and manage overtime expenditures within the department.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

Commissioner Blocker moved to suspend the rules and move item 11 to item number 6 in respect of the Planning Commission applicants time.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

4. Buster Delmonte – Discussion/Decision – Citizen Request

Discussion and decision on a requested fee waiver

- a. Buster introduced this stating he would like to have a discussion to bring attention to challenges with his airport project. As work begins, initial bills are coming in, including a \$65,000 charge to remove 9,500 tons of overburden material that was not placed by the current project team. Additional fees, such as a road cut fee for sewer lines, are expected. He noted they do not have access to historical contracts to determine responsibility for the overburden and wanted to gauge the Commission's sentiment on the issue. He expressed concern about the fairness of bearing these costs and are open to exploring budget-neutral options, such as offsetting unanticipated fees, as the project moves forward.
- b. Public Works Director clarified that the overburden was known to exist prior to the start of the project. Although the developer (Buster) incurred the cost to move it, he noted he had assumed the County would be using the material for other purposes based on earlier conversations. He added the feasibility of using County or rented contractor trucks to move the material in the future. With six trucks, the material could likely be relocated within a week if needed.
- c. Commissioners and staff noted that the overburden issue had been discussed in prior meetings and recognized the effort made to relocate it. While no formal decision was made, the Commission expressed openness to revisiting the topic and finding a fair solution in the future.

Item was discussion only, no motion was taken.



2025 BUDGET CHANGE FORM

Date 4/24/2025

Department Fleet

Department Head Signature *David Carver*

Amount \$19,228.30

Move from GL Account# General Fund 10-2951-000

Move to GL Account # 10-4460-250-400 Fire

Brief Description

I wanted to bring to your attention the current condition and necessary repairs for Engine E-122, one of our frontline fire engines. This apparatus is now 33 years old, and while we've maintained it the best we can, it's reaching the point where critical repairs are necessary to ensure its continued reliability and safety.

1. Repair and rebuild the pump and multiple ball valves
2. Remove the front bumper extension and install new lighting
3. Remove and replace the rear rotating beacon lights

Clerk/Auditor Use Only

Date Entered

MORGAN COUNTY FIRE & EMS

Boyd Carrigan | bcarrigan@morgancountyutah.gov

Dear Commissioners,

I wanted to bring to your attention the current condition and necessary repairs for Engine E-122, one of our frontline fire engines. This apparatus is now 33 years old, and while we've maintained it the best we can, it's reaching the point where critical repairs are necessary to ensure its continued reliability and safety.

The following work has been identified as essential:

1. Repair and rebuild the pump and multiple ball valves on the Waterous 26933W pump system. This is crucial to maintain water flow and pressure during fire suppression.
2. Remove the front bumper extension and install new lighting within the front bumper area. The current configuration is outdated and lacks proper visibility and safety lighting for nighttime or low-visibility responses.
3. Remove and replace the rear rotating beacon lights, which are no longer functioning reliably and are vital for scene safety and visibility when the engine is parked during an incident.

These repairs are not just about keeping an old truck on the road, they're about ensuring that when our firefighters respond to a call, their equipment is safe, reliable, and fully functional. E-122 still plays a role in our operations, especially in areas where we need multiple units available or during periods of high call volume.

I appreciate your continued support as we work to extend the useful life of our fleet while also planning for the future replacement needs of our department.

Please let me know if you'd like a more detailed breakdown of the repair costs or timeline.

Sincerely,

~~Thank You,~~

Boyd Carrigan

**LARSEN FIRE APPARATUS**

PO BOX 4941

LOGAN, UT 84323 US

+14358811446

larsenfire@digis.net

Estimate 1100**ADDRESS**

Morgan County

Attn: Boyd Carrigan

48 West Young St.

PO Box 886

Morgan, UT 84050

DATE
04/16/2025TOTAL
\$19,228.30EXPIRATION
DATE
05/16/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Repair pump and rebuild multiple ball valve on Engine/Tender E-121 Waterous 26933W, remove front bumper extension and install new lighting in front bumper, remove and replace rear rotating beacon lights			
Purchased Parts	New Pump Shaft and Impeller set	1	7,933.00	7,933.00
Purchased Parts	Valve repair kits, relief valve repair kit, changeover valve kit and tank to pump check valve kit and other parts needed	1	3,200.00	3,200.00
Parts & Materials	Shop Supplies	1	55.30	55.30
Labor	Labor	54	140.00	7,560.00
Purchased Parts	New lights for front bumper and new rear rotating lights (convert to LED)	1	480.00	480.00

TOTAL**\$19,228.30**

THANK YOU.

Accepted By

Accepted Date

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Fackrell moved to approve the equipment rental policy.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

(F) Action Items

1. Chief Boyd Carrigan – Discussion/Decision– Morgan County Fire Chief

Discussion and decision on a budget adjustment to fix pump truck.

- a. The Fire Chief introduced this stating we are requesting a budget adjustment of \$19,228.30 to cover necessary repairs for a key front-line engine in our fleet. This engine serves as both a reserve unit and a water shuttle. Following a recent pump test on our 1993 pumper truck formerly Engine 121, now Engine 122, the pump failed after 33 years of service and will need to be rebuilt. Additionally, several ball valves require replacement, and some emergency lighting is currently non-functional. The engine is in Logan, Utah, at the nearest qualified repair facility capable of performing the required work.
- b. The CAM clarified that this was discussed in a previous Work Session.
- c. Commissioner Fackrell asked that regarding the removal of the front bumper extension and installation of new lighting, has the existing equipment failed or is it still functional. While the cost is not significant, it's still worth clarifying whether this replacement is necessary at this time. Similarly, with the rear rotating beacon lights—are they currently non-functional, or can they continue to be used in their current condition.
- d. Fire chief stated that due to the distance in getting it to the repair facility they are getting those fixed as well.

Commissioner Blocker moved to approve a budget adjustment of \$19,228.30 to be moved from the general fund for the repair and rebuild of the pump and multi ball valves, remove the front bumper extension and install new lighting, and remove and replace the rear rotating beacon lights.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

2. Chief Boyd Carrigan – Discussion/Decision– Morgan County Fire Chief

Discussion and decision on building a location in Croydon on County property.

- a. Commissioner Newton stated that Morgan County is facing increasing issues with homeowners insurance in outlying areas such as Croydon, Porterville, Peterson, and Enterprise, primarily due to their distance from the county's only fire station located in the city. While Mountain Green has its own fire district and station, which meets insurance requirements, other areas are seeing policy cancellations. At least four major insurance carriers have already withdrawn coverage from Croydon residents, largely because insurers do not recognize interlocal fire agreements as sufficient coverage, particularly when nearby



2025 BUDGET CHANGE FORM

Date 6/30/2025

Department IT

Department Head Signature [Signature]

Amount \$1500.00

Move from GL Account# General Fund 10-2951-000

Move to GL Account # 10-4149-340

Put reason:

The fire chief will be adding new employees for the new fire stations he would like to have Microsoft 365 accounts for these employees. As he does not know exactly how many employees that will be coming on we decided to estimate 10. This budget change will be for that purpose. This will be for this year and future years for this budget item.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Date 7/1/2025

Department IT

Department Head Signature [Signature]

Amount \$1134.96

Move from GL Account# General Fund 10-2951-000

Move to GL Account # 10-4149-310

Put reason:

Our main servers warranty times out at the end of July. This is the cost to
Renew the warranty until we can request a new server in 2026 that will have
A 7 year warranty before it will generally need to be replaced.

Clerk/Auditor Use Only

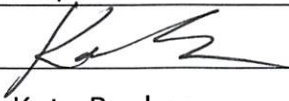
Date Entered



2025 BUDGET CHANGE FORM FOR GRANTS

Date 04/07/2025

Department Airport

Department Head Signature 

Amount 44,416

Revenue GL Account# 38-3340-000-000

Expenditure GL Account # 38-4550-260-000

Brief Description

State Grant for Landscaping at the Airport

Clerk/Auditor Use Only

Date Entered

FI 85
08/2005
Division of Finance



This cover sheet is to be used if
you are not using the Standard
Contract Agreement FI 84.

Contract # _____
Assigned by the Division of Finance

STATE OF UTAH CONTRACT COVER SHEET

This contract is entered into as a result of:

- ☐ The procurement process on bid # _____
- ☐ The procurement process on requisition # _____ FY _____
- ☐ Pre-approved sole source (approval attached)
- ☒ Agency grant, land purchase, DAS-Purchasing delegation
- ☐ Contract with other state agency or political subdivision
- ☐ Under \$2,000 (total amount per fiscal year)
- ☐ Agency exemption from DAS-Purchasing approval
- ☐ Revenue agreement

1. Agency Name: 810 - Dept. of Transportation
Division: Aeronautical Operations

2. General Purpose of Contract:

Project Application & Grant Agreement for State Aid for Development of Public Airports for
FY2025 "Revitalization – Landscaping & Signage" project at the Morgan County.

3. Contractor Name: Morgan County

4. Contract Period: Effective Date: 12/9/2024
MM/DD/YYYY

Termination Date: 6/30/2025
MM/DD/YYYY

5. Authorized Amount: \$44,416.00

6. Vendor #: 50534-G

7. Commodity Code(s): 99999

Agency contact for questions during the contract approval process.

Craig Ide
Agency Contact

(801) 209-6772
Phone Number

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
- 25. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part I - Project Information

MORGAN COUNTY (hereinafter called the "Sponsor") hereby makes application to the Utah Department of Transportation (hereinafter called the "State") for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the "project") for the development of the **Morgan County**, (hereinafter called the "Airport") located in **MORGAN**.

It is proposed that the Project consists of the following described airport improvements or development:

Revitalization – Landscaping & Signage

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$44,416.00**. The requested State share is **\$44,416.00 (100.00%)**.

Other governmental agencies granting money to the project are **N/A**.

The Project engineer is intended to be
The FAA Project No. is **NA** (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority** - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. **Funds** - The Sponsor now has **\$0.00** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

- a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.
 - b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
 - (2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.
 - d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.
4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.
5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.
6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or

growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment,

revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.

(6) The boundary fence, when in place, in a state of good repair.

(7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor on: 3/26/2025

(SEAL)

MORGAN COUNTY

(Name of Sponsor)

By Signed by:
CB703CA0A71546E

Title **Morgan County Administrative Manager**
Kate Becker

Attest _____

**Leslie Hyde,
Clerk/Auditor,
Clerk/Auditor/Recorder**

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Garrett Smith, acting as Attorney for MORGAN COUNTY (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____.

Title County Attorney

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

Finance

GRANT INFORMATION

Congratulations on your funding!

ALL fields are required.

Give to Clerk's office for filing.

Contract Number # None Yet Assigned

Name of Grant: State Aid for Development of Public Airports

Department funding is for: Revitalization - Landscaping & Signage

Awarded Amount \$ 44,416

Type of grant: (ie, reimbursable, cost share, up-front)

Up Front

If cost share what is the percentage: 0

Date grant is active: 12/9/2024

Date grant expires: 06/30/2025

Funded by the State, Federal or other: Even though the check may come from the state, it may be funded federally.

State of Utah: Department of Transportation

Uses: What can the money be spent on?

Landscaping and Signage at the Airport

Requirements/Restrictions: _____

Grant Contact Info: Craig Ide 801.209.6772

Activity Code # 38

Have you adjusted your budget, revenue and expenditure accounts? Y/N

Revenue Account # 38-3340-000-000

Expenditure Account # 38-4550-260-000

ATTACH COPY OF GRANT



2025 BUDGET CHANGE FORM FOR GRANTS

Date 2/6/2025

Department Library

Department Head Signature _____

Amount 4514.00

Revenue GL Account# 27-3619

Expenditure GL Account # 27-4700-340-200

Brief Description

Please adjust the above revenue and expenditure lines to reflect the 2025 award of the Community Library Enhancement Funds (CLEF) grant.

Clerk/Auditor Use Only

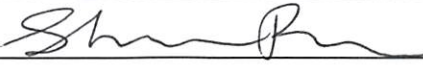
Date Entered



2025 BUDGET CHANGE FORM FOR GRANTS

Date 5/21/2025

Department Recorders Office

Department Head Signature 

Amount \$42,345.00

Revenue GL Account# 10-3370-000

Expenditure GL Account # 10-4144-320

Brief Description

Asking for a budget adjustment in the amount of \$42,345.00 from GL # 10-3370-000
to be transfered into GL# 10-4144-320 (Surveyor) to pay Surveyor Invoices,
FY 24-25 MRRC PLSS State Grant, PLSS inventory and for the FY 26 MRRC PLSS State Grant.

Clerk/Auditor Use Only

Date Entered

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson ABSENT
Commissioner Fackrell NAY
The Vote was 1 ABSENT, 1 NAY, 3 AYE. The Motion passed.

(F) Action Items

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

Discussion and decision on Resolution **CR 25-26** abating back taxes on three erroneous parcels.

- a) 00-0004-0038 in the amount of \$ 171.51 + accrued interest for the years 2024, 2023, 2022, 2021, 2020, 2019, 2018
- b) 00-0072-4947 in the amount of \$ 71.11 + accrued interest for the years 2024, 2022, 2020
- c) 00-0073-7667 in the amount of \$ 110.63 + accrued interest for the years 2024, 2023, 2022, 2021, 2020
 - a. The Recorder presented three parcels for tax sale, explaining their non-existence or creation by mistake.

Commissioner Newton moved to approve Resolution CR-25-26 abating back taxes on three erroneous parcels.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson ABSENT
Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

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

Discussion and decision on a budget adjustment for FY 2025; Allocating grant rollover grant monies from 2024 and increasing the expense line for FY 2025.

- a. The Recorder stated This request is for a budget adjustment related to the PLSS (Public Land Survey System) grant. The State awards this grant to counties for the preservation of section corners. Morgan County hired Jeremiah Cunningham, a licensed surveyor, to perform the work. The grant operates on a reimbursement basis. However, due to my absence during the prior budget cycle, it appears the funds from the FY25 grant were not properly allocated, leaving a shortfall in covering outstanding invoices. Additionally, funds need to be allocated for the FY26 PLSS grant under the state contract. This budget change request for \$42,345 is intended to address the remaining obligations under the FY25 grant.

Commissioner Newton moved to approve the budget adjustment for the recorder's office for fiscal year 2025, the amount of \$42,345 as listed.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE



2025 BUDGET CHANGE FORM

Date 7/2/2025

Department Wildland

Department Head Signature *David Carver*

Amount 52,500

Move from GL Account# 10-3450-000-000

Move to GL Account # See Attached

Brief Description

Increase in revenues from the WPR Road and Fire District to support department expenditures for operating the Peterson Fire and EMS Interim Fire Station.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Account Number	Account Title	Total Cost	M C F D Budget	Incremental Cost	Incremental M C F D	Incremental W P R
10-4222-220-000	Public Notices/Prevention	500	500	0		
10-4222-230-000	Travel/Training	2,000	2,000	0		
10-4221-250-000	Equipment Supplies & Maint	37,000	7,000	30,000		30,000
10-4222-290-000	Fire Tools	3,000	3,000	0		
10-4222-310-000	Warden/Assistant Warden Salary	61,000	61,000	0		
10-4222-490-000	Wildfire Mitigation	10,000	10,000	0		
10-4222-500-000	Wildfire Preparedness	30,000	30,000	0		
10-4222-510-000	PPE/Uniform	27,000	4,500	22,500		22,500
GRAND TOTALS		170,500	118,000	52,500	0	52,500



2025 BUDGET CHANGE FORM

Date 7/2/2025

Department Fleet

Department Head Signature Boyd Carrigan

Amount 371,750

Move from GL Account# 10-3450-000-000

Move to GL Account # See Attached

Brief Description

Increase in revenues from the WPR Road and Fire District to support department expenditures for operating the Peterson Fire and EMS Interim Fire Station.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR
10-4460-250-400	Fire	36,250	20,500	15,750		15,750
10-4460-250-450	Fire Department Leases	201,715	201,715	0		
10-4460-250-500	Ambulance	14,000	10,000	4,000		4,000
10-4460-250-550	Ambulance Veh	350,000		350,000		350,000
10-4460-250-600	Wildland Fire	10,000	8,000	2,000		2,000
GRAND TOTALS		611,965	240,215	371,750	0	371,750
MCFD # 141 Total Budget		2,878,769	1,668,507	1,210,262	128,200	1,082,062
Annual		1,822,033	1,343,771	478,262	71,700	406,562
One-Time		596,804	214,804	382,000	56,500	325,500
Major Capital		350,000	0	350,000	0	350,000
Total		2,768,837	1,558,575	1,210,262	128,200	1,082,062



2025 BUDGET CHANGE FORM

Date 7/2/2025

Department Fire

Department Head Signature *David Carver*

Amount 184,900

Move from GL Account# 10-3450-000-000

Move to GL Account # See Attached

Brief Description

Increase in revenues from the WPR Road and Fire District to support department expenditures for operating the Peterson Fire and EMS Interim Fire Station.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR
10-4221-110-000	Permanent Employees	93,148	89,148	4,000		4,000
10-4221-120-000	Temporary employees	66,045	66,045	0		
10-4221-120-100	Swift Water Rescue	14,000	14,000	0		
10-4221-130-000	Employee Benefits	11,872	11,872	0		
10-4221-230-000	Travel/Training	6,000	6,000	0		
10-4221-240-000	Office Supplies & Expenses	1,500	1,500	0		
10-4221-250-000	Equipment Supplies & Maint	43,500	10,000	33,500	10,500	23,000
10-4221-250-000	Equipment Supplies & Maint	10,000		10,000	5,000	5,000
10-4221-260-000	Building & Grounds	24,000	6,000	18,000		18,000
10-4221-280-000	Telephone	1,200	1,000	200		200
10-4221-740-000	Equipment - Fire	133,700	40,000	93,700	14,500	79,200
10-4221-740-300	Turnout Rotation	75,500	20,000	55,500		55,500
GRAND TOTALS		480,465	265,565	214,900	30,000	184,900



2025 BUDGET CHANGE FORM

Date 7/2/2025

Department Ambulance

Department Head Signature *David Carrigan*

Amount 472,912

Move from GL Account# 10-3450-000-000

Move to GL Account # See Attached

Brief Description

Increase in revenues from the WPR Road and Fire District to support department expenditures for operating the Peterson Fire and EMS Interim Fire Station.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM


Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR
10-4260-110-000	Permanent Employees	165,986	130,486	35,500		35,500
10-4260-120-000	Temporary employees (Volunteer) DC	264,285	260,285	4,000		4,000
10-4260-120-100	Temporary Employees (PPT)	588,652	261,040	327,612	66,700	260,912
10-4260-130-100	Employee Benefits	109,932	109,932			
10-4260-230-000	Travel	4,500	4,500	0		
10-4260-240-000	Office Supplies & Expenses	6,500	3,500	3,000	1,500	1,500
10-4260-250-000	Equipment Supplies & Maint	16,800	10,000	6,800		6,800
10-4260-270-000	Utilities	14,300	14,300	0		
10-4260-280-000	Telephone	3,200	3,000	200		200
10-4260-305-000	Prof & Tech	101,380	93,380	8,000		8,000
10-4260-310-000	Billing Services	15,000	15,000	0		
10-4260-311-000	EMT Training	18,000	14,000	4,000		4,000
10-4260-340-000	Uniforms	12,500	8,000	4,500		4,500
10-4260-340-000	Uniforms	0				
10-4260-740-000	Medical Equipment	257,304	92,304	165,000	30,000	135,000
10-4260-450-000	Special Public Safety Supplies	27,000	25,000	2,000		2,000
10-4260-450-000	Special Public Safety Supplies	10,500		10,500		10,500
GRAND TOTALS		1,615,839	1,044,727	571,112	98,200	472,912



2025 BUDGET CHANGE FORM

Date 6/25/2025

Department Tourism

Department Head Signature 

Amount 3,300

Move from GL Account# 35-3680-000-000 [Increase Revenue Estimate]

Move to GL Account # 35-4510-310-400

Increase Revenue line for Car show to off set additional Car Show Expenses. Car show brought in a total of \$8394.70 but expenses to date are \$7,232.58

Clerk/Auditor Use Only

Date Entered

MORGAN COUNTY COMMISSION MEETING AGENDA



MORGAN COUNTY COMMISSION MEETING AGENDA

July 1st, 2025

4:00 WORK SESSION 5:00 PM REGULAR MEETING

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

NOTE: Commission Chair Matt Wilson shall be attending virtually

4:00 WORK SESSION

Brandy Grace, CEO Utah Association of Counties – Housing Foundation

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies –

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from June 17th, 2025.
2. Acknowledgement of Submission SLFRF Report [ARPA]
3. Acknowledgement of Submission Opioid Report
4. Acknowledgement of 2024-2025 GOEO Grant Report
5. Acknowledgement of recommended GOEO 2025-2026 Budget
6. Acknowledgement of Fire Restrictions
7. Acknowledgement of UORG Grant Extension; NICA Course
8. Approval of updates to the Morgan County Location Filming Permit Application

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentations

Morgan Valley Car Show Recap

(F) Action Items

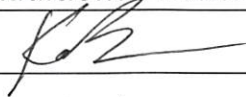
1. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
 - a. Discussion and decision on a Tourism budget adjustment to cover Car Show Expenses
 - b. Discussion and decision on creation of a restricted fund and a budget adjustment to move opioid settlement funds out of sundry
2. **Joseph Garfield** – Discussion/Decision – Morgan County Airport Manager
Transfer and Assumption of Lease on Morgan County Airport Hangar DD-3
3. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
Discussion and decision on creating a new County bank account for the purpose of setting up a County PayPal and Venmo account for the Fair



2025 BUDGET CHANGE FORM

Date 04/15/2025

Department Additional Transit Tax - County

Department Head Signature 

Kate Becker

Amount 454,135

Move from GL Account# 18-2951-000-000

Move to GL Account # 18-4400-340-000

Transfer of fund balance to expense line to do two overlay projects for
6900 E to Lost Creek & Deep Creek Road; Approved in the 4/15/2025 Meeting

Clerk/Auditor Use Only

Date Entered



Morgan County // Local Highway and Corridor Preservation Fund

CORRIDOR PRESERVATION PRIORITIZATION PROCESS

Project Application

- 1 Project name: Deep Creek Road
- 2 Project location (attach map):
- 3 Applicant: Morgan County
- 4 Phase funds being requested (property acquisition, interest payment, property maintenance, countywide planning, corridor planning, road/transit construction, road/transit operation, road/transit maintenance): Road Construction
- 5 Roadway classification or transit facility: Roadway
- 6 Phase cost (attach cost estimate): 331,328.00
- 7 Requested funding (include percent match): 331,328.00
- 8 Does the project have a federal, state, or other grant (please explain): no
- 9 Has preliminary engineering been completed for project: yes
- 10 If property acquisition, property location (include map): n/a
- 11 If property acquisition, is the owner willing to sell: n/a
- 12 If property acquisition, is there an anticipated near-term increase in acquisition costs (please explain): n/a

- 13 Does the project have a revenue stream to cover maintenance and operation expenses (attach maintenance and operation plan):
- 14 How does the project facilitate future connectivity:
- 15 How does the project accommodate active transportation?
- 16 Anticipated project schedule:
- 17 Is project on a county or municipal master plan and/or the statewide long-range plan:

yes B and C funds

Safer Road

Safer Road

2025

Yes

n/a



Morgan County // Local Highway and Corridor Preservation Fund

CORRIDOR PRESERVATION PRIORITIZATION PROCESS

Project Application

1	Project name:	Croydon 6900 East
2	Project location (attach map):	
3	Applicant:	Morgan County
4	Phase funds being requested (property acquisition, interest payment, property maintenance, countywide planning, corridor planning, road/transit construction, road/transit operation, road/transit maintenance):	Road Construction
5	Roadway classification or transit facility:	Roadway
6	Phase cost (attach cost estimate):	265,166.67
7	Requested funding (include percent match):	265,166.67
8	Does the project have a federal, state, or other grant (please explain):	no
9	Has preliminary engineering been completed for project:	yes
10	If property acquisition, property location (include map):	n/a
11	If property acquisition, is the owner willing to sell:	n/a
12	If property acquisition, is there an anticipated near-term increase in acquisition costs (please explain):	n/a

13 Does the project have a revenue stream to cover maintenance and operation expenses (attach maintenance and operation plan):

yes B and C funds

14 How does the project facilitate future connectivity:

Safer Road

15 How does the project accommodate active transportation?

Safer Road

16 Anticipated project schedule:

2025

17 Is project on a county or municipal master plan and/or the statewide long-range plan:

Yes

n/a

MORGAN COUNTY COMMISSION MEETING MINUTES

2. **Kate Becker** – Discussion/Decision– Morgan County Administrative Manager
Request for a donation to the Morgan County Lion's Club for Easter Egg Hunt.

Commissioner Newton moved to approve the donation of funds for the Morgan Lions Club, Easter community, Easter egg hunt in the amount of \$500 also to come from the non-departmental 10-4150-340.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

3. **Bret Heiner** – Discussion/Decision – County Public Works Director

Review of additional fund balances for additional 2025 road projects

- a. The CAM clarified that her and Commissioner Nickerson met with the Clerk/Auditor to review the fund balances, as outlined in the materials provided. During the last commission meeting, three items were tabled for further discussion. The current recommendation is to forgo one of those items and approve the remaining two, contingent on transferring funds from the fund balance. This approach would allow us to apply for the State Park Access Grant to support the approved items.

Commissioner Newton moved to approve a 2" overlay on 6900 E to Lost Creek in the amount of \$265,167 and Deep Creek Road in the amount of \$331,328 out of Fund 18 which includes approving a transfer from fund balance of \$454,135. Any budget overage will come from the Roads Fund 20.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

4. **Vicky Benson, Sandey Johansen, Tom Johansen, and Val Poll** – Discussion

Discussion on Mountain Green Cemetery expansion


- a. Vicky Benson, Sandey Johansen, Tom Johansen, and Val Poll addressed the Commission their plan to expand Mountain Green Cemetery but are having troubles of finding land to purchase for expansion.
- b. The Commission discussed includes the potential for partnerships with private cemetery operators and the importance of planning for future cemetery needs.
- c. Commissioner Fackrell and Commissioner Nickerson discussed the need for clear zoning regulations for cemeteries.

The Commission directed staff to change and clarify public and private zones to facilitate a cemetery.

5. **Hon. Leslie Hyde**– Discussion/**PUBLIC HEARING**/Decision – County Clerk/ Auditor.
2025 Budget Adjustments County Resolution CR 25-21



2025 BUDGET CHANGE FORM

Date	6/25/2025
Department	Opioid Settlement Fund (NEW) 62
Department Head Signature	
	Kate Becker
Amount	117,036.69
Move from GL Account#	10-2951-000-000
Move to GL Account #	62-2951-000-000

Historically Opioid Settlement Funds have been deposited into the Sundry Account even though the funds are restricted. This has caused these funds to roll into Fund Balance at the end of the Year.

Clerk/Auditor Use Only

Date Entered

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(F) Action Items

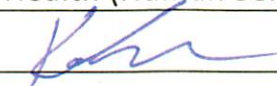
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Discussion and decision on creating a new County bank account for the purpose of setting up a County PayPal and Venmo account for the Fair



2025 BUDGET CHANGE FORM

Date 04/14/2025

Department Health (Human Services)

Department Head Signature 

Kate Becker

Amount 80,200

Move from GL Account# 10-2951-000-000

Move to GL Account # 25-4700-340-000

Increase for 2025 Aging Services to cover short fall due to increased meal costs

Clerk/Auditor Use Only

Date Entered

Morgan Aging Analysis

<u>Morgan Staff</u>	<u>Position</u>	<u>Salary</u>	<u>Salary Adj 26</u>	<u>Benefit</u>	<u>Tax</u>	<u>Total</u>
Cissy Toone	Sr Ctr Dir	37,692.33	38,634.64	10,663.47	2,955.55	52,253.66
Richard London	PT Driver MOW	7,584.74	7,774.36	460.99	594.74	8,830.09
Ray Horne	PT Driver MOW	2,327.69	2,385.88	-	182.52	2,568.40
Lisa Wood	PT Driver MOW	6,865.87	7,037.52	-	538.37	7,575.89
Becky Lucas	Backup	1,331.27	1,364.55	-	104.39	1,468.94
Gloria Wood	PTKitchen	8,148.87	8,352.59	494.29	638.97	9,485.86
Tia Snodgrass	PTKitchen	7,363.76	7,547.85	-	577.41	8,125.26
Total		71,314.53		11,618.75	5,591.95	90,308.09

Morgan Congregate Meal

Meals per day	20
3 days per week (Tue, Wed, Thur)	3
Total meals per week	60
Total meals per year	3,120
Cost per meal	9.82
Total Congregate meal cost	30,638.40

2.5% 404

Morgan MOW Meal Cost

Meals per day	33
days of week	5
Total meals per week	165
Total meals per year	8,580
Cost per meal	9.82
Total MOW meal cost per year	84,255.60

<u>Morgan County Contribution</u>	
80,895.00	
24,548.82	MH Match Obligation
3,844.12	SUD Match Obligation
52,502.06	Available for Aging

37.46%
match to
Fed
of
8/20
trust
match

Total Morgan Aging Cost	205,202.09
-------------------------	------------

Morgan % of Sr. Ctr funding is 4.97% of total	(9,579.65) Less Morgan portion of Fed IIIB funds
Morgan Congregate Meal is 9.84% of total	(21,891.05) Less Morgan portion of Fed IIIC1 funds
Morgan MOW is 6.00% of total	(41,040.60) Less Morgan portion of Fed IIIC2 funds
Morgan County Aging Contribution	(52,502.06) Less Portion of Morgan County Contribution

Additional Morgan Aging Needs	80,188.73	Remaining amount to cover costs
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25- 47000-340

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

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

Request for a Q2 budget transfer from fund balance to cover Senior Center short fall.

- a. The CAM introduced this stating this is our budget short fall for 2025 Aging Services to cover increased meal costs.

Commissioner Newton moved to approve the budget change form for Health and Human Services, amount of \$80,200 moving from the general fund 10-2951-000-000, to 225-4700-000 Health and Human Services.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson ABSENT

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

3. Bret Heiner – Discussion/Decision – Morgan County Public Works Director

Discussion and decision on Fairgrounds lease.

- a. Bret introduced this stating a portion of the fairgrounds property is currently leased out for pasture use until trail development begins. He anticipates expanding the fairgrounds soon to accommodate growth. Previously, pasture leases were issued annually, which he found inefficient. Due to that he implemented a three-year lease term to encourage better land stewardship, including improved weed control, and to simplify lease management. The lease opportunity was advertised in the Standard-Examiner and on our website, resulting in two bids.
- b. The DA clarified that once a bid is awarded, we will need to enter into a formal lease agreement with the selected party. The lease will include clearly defined terms, including specific start and end dates, and provisions for early termination with appropriate notice. It will also address responsibilities related to fencing, livestock management, and potential property damage. The County Attorney will prepare the lease document accordingly.

Commissioner Newton moved to approve the award of the lease on certain portions of ground at Morgan County Fairgrounds to Adam Toone, with the lease agreement to follow.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson ABSENT

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was 1 ABSENT, 4 AYE. The Motion passed.

4. Hon. Mike Newton – Discussion/Decision – County Commissioner

Discussion and decision on RFP for electrical upgrades at the Fairgrounds.

- a. Commissioner Newton stated that this is about the particular details of the electrical upgrades.



2025 BUDGET CHANGE FORM

Date

5/5/2025

Department

Library / Historical Society

Department Head Signature

C. Batt

Amount

\$ 6472.61

Move from GL Account#

27-2955-000

Move to GL Account #

27-4800-480

Put reason:

move last year (2024) visitor's center
revenue to this year's budget (2025) to
purchase additional inventory.

Clerk/Auditor Use Only

Date Entered

MORGAN COUNTY COMMISSION MEETING MINUTES

(E) Presentations

Morgan Historical Society, Cindy Kay: Historian

- Cindy Kay, the Morgan County Historian, presented on behalf of the Morgan County Historical Society. The Society, led by Chair Cheryl Gross and a 12-member Board of Trustees, operates with support from the local library and was founded in 1979. Its mission is to collect, preserve, and interpret the history of Morgan City and County for residents and visitors alike.

The Society actively collects oral histories from veterans and local residents, including notable figures like Vietnam veteran Ron Sharp and former County Commission Chair Joan Paterson, the first female Commission Chair. In recent years, they have documented stories from several community members and continue expanding their archive.

Significant accomplishments include the collection and digitization of scrapbooks from organizations such as the Beta Literary Club, the Daughters and Sons of Pioneers, and the Lions Club. For its preservation efforts, including restoration of the historic Morgan Depot, the Society received the 2024 Community Stewardship Award. Additionally, the Valles Hotel was selected by Preservation Utah as one of the 12 most endangered historic buildings in the state.

The Society serves as a resource for students, researchers, families, and historians. Local schoolchildren regularly tour the depot, and the archives support academic projects, such as a University of Utah student's work on the Porterville Church. Last year, the Society supported the publication of *Plumlee Springs* by Adam Christensen and Linda Smith, which has fostered community engagement and storytelling.

In the past 18 months, the Society has assisted two authors developing historical novels based on events in Morgan. In 2023 alone, the depot welcomed 936 visitors from 34 states and 7 countries. A major event was the Union Pacific Big Boy steam engine Whistle Stop, which drew 4,000–5,000 spectators and contributed significantly to local tourism. The Society's ongoing goals include continued digitization of historical materials, enhancement of the depot's exhibits—particularly the popular train table—and improvements to its website and signage. The organization emphasizes the importance of history in providing continuity and resilience to the community.

A highlight of community engagement is the Front Street Festival, first held last year and attracting up to 3,000 attendees. The upcoming 2025 festival on May 31 will feature expanded programming, including a Kids Street and a painted chair auction. Proceeds will support both local artists and restoration of the depot's caboose. The Society invites all residents and visitors to explore the Morgan Depot, engage with the exhibits, share their personal histories, and experience the community's rich heritage firsthand. The hours of operation are Monday-Friday 12 p.m. – 5 p.m.

(F) Action Items

1. Cindy Kay, Historian – Discussion/Decision – Morgan Historical Society

Discussion and decision on a budget adjustment moving FY 2024 revenues to purchase inventory.

- a. Cindy Kay and Erin Bott the Library Director introduced this stating the Historical Society requests a budget adjustment to use revenue from the 2024 Visitor Center for inventory replacement in 2025.

Commissioner Newton moved to approve the budget change for the Historical Society, moving \$6,472.61 from GL fund 27-2955-00-27 to 27-4800-482.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson ABSENT



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

Commission Meeting Date: 7/15/25 Time Requested: 20 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – Cemetery Code Text Amendment – Request for approval of a text amendment to modify the Morgan County Code (MCC) to define public and private cemeteries, clarify where cemeteries are permitted, and establish detailed approval standards for cemetery layout, infrastructure, and long-term maintenance.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

PUBLIC HEARING
PUBLIC MEETING

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

MEMORANDUM

TO: Morgan County Commission

FROM: Morgan County Planning & Development Services Staff

SUBJECT: Cemetery Code Text Amendment

SUMMARY: A request to adopt § 155.373 and amend §§ 155.008, 155.107, and 155.132 of the Morgan County Code to define public and private cemeteries, update zoning use tables, and establish approval standards for cemetery development. The proposed changes set minimum lot sizes, restrict burial in unsuitable areas, require detailed site plans, and formalize long-term maintenance obligations for private cemeteries through deed covenants and endowment funds.

The Morgan County Commission directed staff to prepare an amendment to the Land Use Code to better regulate the development and operation of cemeteries. The proposed changes include a new section (§ 155.373) that sets detailed approval standards for public and private cemeteries, including site plan components such as surveyed burial plots, circulation routes, landscaping plans, and lighting in compliance with the County's dark sky ordinance. The amendment requires a minimum lot size of five (5) acres, prohibits burial in areas prone to flooding or with high groundwater, and establishes setback requirements from property lines and roads. Updates to § 155.008 clarify the definitions of public and private cemeteries, while revisions to §§ 155.107 and 155.132 ensure that only public cemeteries may be considered as conditional uses in applicable zoning districts. For private cemeteries, additional requirements include a recorded endowment fund and a perpetual care agreement to ensure maintenance and responsible closure. Burial is prohibited outside an approved cemetery. These changes are intended to ensure consistent development, reduce land use conflicts, and protect public health and safety.

PLANNING COMMISSION SUMMARY:

The Planning Commission heard this item at their regularly scheduled meeting on June 12th, 2025. There were no comments made during the public hearing portion of the meeting. The Planning Director presented the item, noted minor syntactical errors that did not alter the meaning of the text, and walked through the proposed changes with the Commission, stating that those revisions would be incorporated into the version forwarded to the County Commission. There was a question from the Planning Commission regarding whether the County is required to follow its own development standards for cemeteries. The Planning Director explained that while the County is not legally obligated to comply with its own regulations, recording a plat is still considered best practice—even for government entities. Additional discussion addressed potential implications if the County were to enter the cemetery business in the future. The Commission voted to recommend approval of the application with a 4–0 vote; Member McMillan was absent from the meeting.

ATTORNEY GUIDANCE

Legislative Review:

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed zoning change (land use ordinance text amendment) is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the text amendment conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-27a-801(3). The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.”

While I have not seen any caselaw testing this new standard, I highly recommend that any recommendations by the Planning Commission or decisions by the County Commission include references to the standards in Morgan County Code and Utah State Code to support them and provide a solid basis for review. In that regard, the State Code standards include:

17-27a-102. Purposes — General land use authority — Limitations.

(1)

(a) The purposes of this chapter are to:

- (i) provide for the health, safety, and welfare;
- (ii) promote the prosperity;
- (iii) improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county’s present and future inhabitants and businesses;
- (iv) protect the tax base;
- (v) secure economy in governmental expenditures;
- (vi) foster the state’s agricultural and other industries;
- (vii) protect both urban and nonurban development;
- (viii) protect and ensure access to sunlight for solar energy devices;
- (ix) provide fundamental fairness in land use regulation;
- (x) facilitate orderly growth and allow growth in a variety of housing types; and
- (xi) protect property values.

(b) Subject to Subsection (4) and Section 11-41-103, to accomplish the purposes of this chapter, a county may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county or a designated mountainous planning district, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (i) uses;
- (ii) density;
- (ii) open spaces;
- (iv) structures;
- (v) buildings;
- (vi) energy-efficiency;
- (vii) light and air;

- (viii)air quality;
- (ix)transportation and public or alternative transportation;
- (x)infrastructure;
- (xi)street and building orientation and width requirements;
- (xii)public facilities;
- (xiii)fundamental fairness in land use regulation; and
- (xiv)considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.

PROPOSED TEXT

§ 155.008 DEFINITIONS.

CEMETERY. A place where dead bodies and cremated remains are buried, **INTERRED, BURIED, INURNED, OR ENTOMBED.** It is a locale set aside, either by governmental authority or private enterprise. ~~A **PUBLIC CEMETERY** is open for use by the community at large while a **PRIVATE CEMETERY** is used only by a small segment of a community or by a family.~~
~~—**CEMETERY, PRIVATE.** One used only by a family or a small portion of the community up to ten plots.~~
~~—**CEMETERY, PUBLIC.** One used by the general community, a neighborhood or a church.~~

§ 155.107 USE REGULATIONS.

Districts				
Land Use	MU-160	F-1	A-20	RR
Private cemetery	-	-	-	-
Public Cemetery	C3	C3	C3	C3

§ 155.132 USE REGULATIONS.

Districts												
Land Use	CB	NC	TC	CS	CH	GC	BP	TPC	MGC	PC	LM	I
Private cemetery	-	-	-	-	-	-	-	-	-	-	-	-
Public Cemetery	C3	C3	C3	-	-	C3	C3	C3	C3	C3	-	-

155.373 Cemetery Approval Standards

In accordance with the provisions of this chapter of the Morgan County Code, the County Commission may approve a cemetery provided the provisions of this section are satisfied.

- A. **Application:** The applicant shall submit a complete application that is detailed, readable, and drawn-to-scale. The application shall be consistent with the requirements and standards of all applicable sections of this land use ordinance and shall provide:
1. a preliminary and final plat of the proposed cemetery showing the perimeter boundary, survey points, monuments, and the location of each individual burial plot – each “lot” shall be surveyed and numbered;
 2. a site plan showing circulation, parking, proposed buildings, structures, etc.;
 3. a landscaping plan which shows the planting areas, the layout of the irrigation system and proposed source of water along with certificate of water shares;
 4. a grading and drainage plan showing the system of detention or retention of storm waters;
 5. a lighting plan demonstrating compliance with Morgan County’s dark sky ordinance found in Section 155.352;
 6. Geohazard report prepared by a licensed geologist; and
 7. any additional information which the Zoning Administrator believes the County Commission will need to determine whether the use meets the requirements and standards of this land use ordinance and State Statutes related to cemeteries.
- B. The site plan shall include the following supportive information:
1. the total number of acres in the cemetery (Minimum of one (1) acre required).
 2. the location of any existing drainage channels and floodways.
 3. the location of areas where ground water rises to within eight (8) feet of the surface of the ground.
 4. the locations on the property within the floodplain and the base flood elevation of those areas.
- C. **Standards:**
1. The cemetery plat shall be recorded, following approval of the County Commission, in the office of the County Recorder according to the terms of the Morgan County Subdivision Code.
 2. The lot or parcel of land contained within the cemetery plat shall be properly maintained as per the approved site plan.
 3. Areas rendered unsuitable due to potential for flooding, high topographic relief, shallow depth to groundwater, or other problems peculiar to the site, shall not be used as burial sites.
 4. No burial sites shall be within thirty (30) feet of the boundary of an adjacent property ownership or road right-of-way line.
 5. Above-grade markers or monuments may be used.
 6. Vehicular circulation within the cemetery shall be asphaltic hard surface for a width of at least twelve (12) feet for one-way traffic and 24 feet for two-way traffic.
 7. Burial sites shall be properly surveyed and the survey shall be maintained on a survey plat and with corresponding survey monuments on the ground.

8. Buildings shall be limited to a sexton's office, storage and maintenance sheds.
9. The location of the cemetery and the layout shall not interfere with the adopted street plans and public facilities of the Official County Road Map of Morgan County.

D. Landscape Requirements:

1. Public and private cemeteries shall be required to follow Section 155.335 for landscaping of commercial developments.
2. Trails and park amenities may be included to provide for gatherings and memorials.
3. Existing landscaping on the property may be considered as part of the total landscape calculations for the site.

E. Except for public cemeteries, the applicant for a cemetery shall record a deed covenant, endowment fund, and agreement to guarantee that the applicant and his successors will provide continued care and maintenance as long as any part of the plat is used as a burial site. Together the documents shall require:

1. Areas maintained as per landscaping plan.
2. Repair of any deterioration or damage to the grounds and facilities.
3. The designation of a corporate or other perpetuating party as trustee to operate and maintain the cemetery.
4. The removal and proper disposal of the remains at the termination of the cemetery at the expense of the applicant and his successors, rather than the public or some other party (for this purpose the cemetery shall not be severable from the endowment fund properties).
5. Morgan County may enforce these provisions, including maintenance of neglected cemeteries, or the removal of remains at the termination of operations, and use the endowment assets to defray the expense.
6. The endowment assets used to guarantee such maintenance and removal shall bear a reasonable relationship to the current costs of the same, including changes due to increasing numbers of occupied burial plots and inflation. The endowment properties used to guarantee maintenance and removal must bear a reasonable relationship to the current costs of same and provide for inflation.

F. The applicant complies with other requirements reasonably imposed by the County Commission to implement the street plan, general plan, and the legislative intent of the zoning district in which the cemetery is located.

G. It shall be unlawful for any person to be interred, entombed, inurned, or buried outside of an officially approved and/or recognized cemetery; public or private.

H. All cemetery sextons, directors, supervisors, or other administrative staff shall comply with all Utah Administrative code requirements as detailed within Section R436-8.

I. All cemeteries, whether public or private, and all persons or organizations forming, operating, managing, or maintaining a cemetery within the County, shall adhere to all applicable state statutes, administrative rules, and regulations governing the establishment, operation, and maintenance of cemeteries.

RECOMMENDED MOTIONS

Sample Motion for *Approval* – “I move we approve the Cemetery Code Text Amendment based on the findings listed in the memorandum dated July 15, 2025.”

Sample Motion for *Approval with Conditions* – “I move we approve the Cemetery Code Text Amendment based on the findings listed in the memorandum dated July 15, 2025, with the following additional conditions:”

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

Sample Motion for *Denial* – “I move we deny the Cemetery Code Text Amendment with the following findings:”

1. *List any additional findings...*

ATTACHMENTS:

Attachment “A”: Cemetery Code Text Amendment

Attachment “A”: Cemetery Code Text Amendment

ORDINANCE NO. CO-25-14

AN AMENDMENT TO THE LAND USE MANAGEMENT CODE FOR MORGAN COUNTY TO MODIFY THE MORGAN COUNTY CODE (MCC) TO DEFINE PUBLIC AND PRIVATE CEMETERIES, CLARIFY WHERE CEMETERIES ARE PERMITTED, AND ESTABLISH DETAILED APPROVAL STANDARDS FOR CEMETERY LAYOUT, INFRASTRUCTURE, AND LONG-TERM MAINTENANCE, OTHERWISE KNOWN AS THE CEMETERY CODE TEXT AMENDMENT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Morgan County Commission has previously established land use management regulations for Morgan County as Title XV of the Morgan County Code which established, among other things, the requirements for the subdivision approval process; and

WHEREAS, the regulations established by the Morgan County Commission in Title XV of the Morgan County Code have been determined by the Morgan County staff and the Morgan County Commission to be in need of revision to address these concerns; and

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

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

Section 1. Amendment and Adoption. Title XV of the Morgan County Code is hereby amended and adopted to modify the Morgan County Code (MCC) to define public and private cemeteries, clarify where cemeteries are permitted, and establish detailed approval standards for cemetery layout, infrastructure, and long-term maintenance, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective after subsequent publication in accordance with State Law, but not before 15 days after its passage.

**APPROVED, ADOPTED AND PASSED and ordered published by the
Morgan County Commission, this 15th Day of July 2025.**

ATTEST:

MORGAN COUNTY GOVERNING
BODY

Leslie Hyde
Morgan County Clerk

Matthew Wilson, County Commission Chair

APPROVED AS TO FORM

Garrett Smith
Morgan County Attorney

Commission Members	AYE	Voting: NAY	ABSENT
Vaughn Nickerson	_____	_____	_____
Mike Newton	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____
Blaine Fackrell	_____	_____	_____

Exhibit “A”: Cemetery Code Text Amendment

§ 155.008 DEFINITIONS.

CEMETERY. A place where dead bodies and cremated remains are buried, **INTERRED, BURIED, INURNED, OR ENTOMBED**. It is a locale set aside, either by governmental authority or private enterprise. ~~A **PUBLIC CEMETERY** is open for use by the community at large while a **PRIVATE CEMETERY** is used only by a small segment of a community or by a family.~~

~~—**CEMETERY, PRIVATE.** One used only by a family or a small portion of the community up to ten plots.~~

~~—**CEMETERY, PUBLIC.** One used by the general community, a neighborhood or a church.~~

§ 155.107 USE REGULATIONS.

Districts				
Land Use	MU-160	F-1	A-20	RR
Private cemetery	-	-	-	-
Public Cemetery	C3	C3	C3	C3

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Districts												
Land Use	CB	NC	TC	CS	CH	GC	BP	TPC	MGC	PC	LM	I
Private cemetery	-	-	-	-	-	-	-	-	-	-	-	-
Public Cemetery	C3	C3	C3	-	-	C3	C3	C3	C3	C3	-	-

155.373 CEMETERY APPROVAL STANDARDS

IN ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER OF THE MORGAN COUNTY CODE, THE COUNTY COMMISSION MAY APPROVE A CEMETERY PROVIDED THE PROVISIONS OF THIS SECTION ARE SATISFIED.

- J. APPLICATION: THE APPLICANT SHALL SUBMIT A COMPLETE APPLICATION THAT IS DETAILED, READABLE, AND DRAWN-TO-SCALE. THE APPLICATION SHALL BE CONSISTENT WITH THE REQUIREMENTS AND STANDARDS OF ALL APPLICABLE SECTIONS OF THIS LAND USE ORDINANCE AND SHALL PROVIDE:**

1. A PRELIMINARY AND FINAL PLAT OF THE PROPOSED CEMETERY SHOWING THE PERIMETER BOUNDARY, SURVEY POINTS, MONUMENTS, AND THE LOCATION OF EACH INDIVIDUAL BURIAL PLOT – EACH “LOT” SHALL BE SURVEYED AND NUMBERED;
2. A SITE PLAN SHOWING CIRCULATION, PARKING, PROPOSED BUILDINGS, STRUCTURES, ETC.;
3. A LANDSCAPING PLAN WHICH SHOWS THE PLANTING AREAS, THE LAYOUT OF THE IRRIGATION SYSTEM AND PROPOSED SOURCE OF WATER ALONG WITH CERTIFICATE OF WATER SHARES;
4. A GRADING AND DRAINAGE PLAN SHOWING THE SYSTEM OF DETENTION OR RETENTION OF STORM WATERS;
5. A LIGHTING PLAN DEMONSTRATING COMPLIANCE WITH MORGAN COUNTY’S DARK SKY ORDINANCE FOUND IN SECTION 155.352;
6. GEOHAZARD REPORT **PREPARED BY A LICENSED GEOLOGIST; AND**
7. ANY ADDITIONAL INFORMATION WHICH THE ZONING ADMINISTRATOR BELIEVES THE COUNTY COMMISSION WILL NEED TO DETERMINE WHETHER THE USE MEETS THE REQUIREMENTS AND STANDARDS OF THIS LAND USE ORDINANCE **AND STATE STATUTES RELATED TO CEMETERIES.**

K. THE SITE PLAN SHALL INCLUDE THE FOLLOWING SUPPORTIVE INFORMATION:

1. THE TOTAL NUMBER OF ACRES IN THE CEMETERY (MINIMUM OF **ONE (1) ACRE REQUIRED**).
2. THE LOCATION OF ANY EXISTING DRAINAGE CHANNELS AND FLOODWAYS.
3. THE LOCATION OF AREAS WHERE GROUND WATER RISES TO WITHIN EIGHT (8) FEET OF THE SURFACE OF THE GROUND.
4. THE LOCATIONS **ON THE PROPERTY WITHIN THE FLOODPLAIN AND THE BASE FLOOD ELEVATION OF THOSE AREAS.**

L. STANDARDS:

1. THE CEMETERY PLAT SHALL BE RECORDED, FOLLOWING APPROVAL OF THE COUNTY COMMISSION, IN THE OFFICE OF THE COUNTY RECORDER ACCORDING TO THE TERMS OF THE MORGAN COUNTY **SUBDIVISION CODE.**
2. THE LOT OR PARCEL OF LAND CONTAINED WITHIN THE CEMETERY PLAT SHALL BE PROPERLY MAINTAINED AS PER THE APPROVED SITE PLAN.
3. AREAS RENDERED UNSUITABLE DUE TO POTENTIAL FOR FLOODING, HIGH TOPOGRAPHIC RELIEF, SHALLOW DEPTH TO GROUNDWATER, OR OTHER PROBLEMS PECULIAR TO THE SITE, SHALL NOT BE USED AS BURIAL SITES.
4. NO BURIAL SITES SHALL BE WITHIN THIRTY (30) FEET OF THE BOUNDARY OF AN ADJACENT PROPERTY OWNERSHIP OR ROAD RIGHT-OF-WAY LINE.

5. ABOVE-GRADE MARKERS OR MONUMENTS MAY BE USED.
6. VEHICULAR CIRCULATION WITHIN THE CEMETERY SHALL BE ASPHALTIC HARD SURFACE FOR A WIDTH OF AT LEAST TWELVE (12) FEET **FOR ONE-WAY TRAFFIC AND 24 FEET FOR TWO-WAY TRAFFIC.**
7. BURIAL SITES SHALL BE PROPERLY SURVEYED AND THE SURVEY SHALL BE MAINTAINED ON A SURVEY PLAT AND WITH CORRESPONDING SURVEY MONUMENTS ON THE GROUND.
8. BUILDINGS SHALL BE LIMITED TO A SEXTON'S OFFICE, STORAGE AND MAINTENANCE SHEDS.
9. THE LOCATION OF THE CEMETERY AND THE LAYOUT SHALL NOT INTERFERE WITH THE ADOPTED STREET PLANS AND PUBLIC FACILITIES OF THE OFFICIAL COUNTY ROAD MAP OF MORGAN COUNTY.

M. LANDSCAPE REQUIREMENTS:

1. **PUBLIC AND PRIVATE CEMETERIES SHALL BE REQUIRED TO FOLLOW SECTION 155.335 FOR LANDSCAPING OF COMMERCIAL DEVELOPMENTS.**
2. TRAILS AND PARK AMENITIES MAY BE INCLUDED TO PROVIDE FOR GATHERINGS AND MEMORIALS.
3. **EXISTING LANDSCAPING ON THE PROPERTY MAY BE CONSIDERED AS PART OF THE TOTAL LANDSCAPE CALCULATIONS FOR THE SITE.**

N. EXCEPT FOR PUBLIC CEMETERIES, THE APPLICANT FOR A CEMETERY SHALL RECORD A DEED COVENANT, ENDOWMENT FUND, AND AGREEMENT TO GUARANTEE THAT THE APPLICANT AND HIS SUCCESSORS WILL PROVIDE CONTINUED CARE AND MAINTENANCE AS LONG AS ANY PART OF THE PLAT IS USED AS A BURIAL SITE. TOGETHER THE DOCUMENTS SHALL REQUIRE:

1. AREAS MAINTAINED AS PER LANDSCAPING PLAN.
2. REPAIR OF ANY DETERIORATION OR DAMAGE TO THE GROUNDS AND FACILITIES.
3. THE DESIGNATION OF A CORPORATE OR OTHER PERPETUATING PARTY AS TRUSTEE TO OPERATE AND MAINTAIN THE CEMETERY.
4. THE REMOVAL AND PROPER DISPOSAL OF THE REMAINS AT THE TERMINATION OF THE CEMETERY AT THE EXPENSE OF THE APPLICANT AND HIS SUCCESSORS, RATHER THAN THE PUBLIC OR SOME OTHER PARTY (FOR THIS PURPOSE THE CEMETERY SHALL NOT BE SEVERABLE FROM THE ENDOWMENT FUND PROPERTIES).
5. MORGAN COUNTY MAY ENFORCE THESE PROVISIONS, INCLUDING MAINTENANCE OF NEGLECTED CEMETERIES, OR THE REMOVAL OF REMAINS AT THE TERMINATION OF OPERATIONS, AND USE THE ENDOWMENT ASSETS TO DEFRAY THE EXPENSE.
6. THE ENDOWMENT ASSETS USED TO GUARANTEE SUCH MAINTENANCE AND REMOVAL SHALL BEAR A REASONABLE RELATIONSHIP TO THE CURRENT COSTS OF THE SAME, INCLUDING CHANGES DUE TO

INCREASING NUMBERS OF OCCUPIED BURIAL PLOTS AND INFLATION. THE ENDOWMENT PROPERTIES USED TO GUARANTEE MAINTENANCE AND REMOVAL MUST BEAR A REASONABLE RELATIONSHIP TO THE CURRENT COSTS OF SAME AND PROVIDE FOR INFLATION.

- O. THE APPLICANT COMPLIES WITH OTHER REQUIREMENTS REASONABLY IMPOSED BY THE COUNTY COMMISSION TO IMPLEMENT THE STREET PLAN, GENERAL PLAN, AND THE LEGISLATIVE INTENT OF THE ZONING DISTRICT IN WHICH THE CEMETERY IS LOCATED.**
- P. IT SHALL BE UNLAWFUL FOR ANY PERSON TO BE INTERRED, ENTOMBED, INURNED, OR BURIED OUTSIDE OF AN OFFICIALLY APPROVED AND/OR RECOGNIZED CEMETERY; PUBLIC OR PRIVATE.**
- Q. ALL CEMETERY SEXTONS, DIRECTORS, SUPERVISORS, OR OTHER ADMINISTRATIVE STAFF SHALL COMPLY WITH ALL UTAH ADMINISTRATIVE CODE REQUIREMENTS AS DETAILED WITHIN SECTION R436-8.**
- R. ALL CEMETERIES, WHETHER PUBLIC OR PRIVATE, AND ALL PERSONS OR ORGANIZATIONS FORMING, OPERATING, MANAGING, OR MAINTAINING A CEMETERY WITHIN THE COUNTY, SHALL ADHERE TO ALL APPLICABLE STATE STATUTES, ADMINISTRATIVE RULES, AND REGULATIONS GOVERNING THE ESTABLISHMENT, OPERATION, AND MAINTENANCE OF CEMETERIES.**



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

Commission Meeting Date: 7/15/25 Time Requested: 20 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – Code Enforcement Code Text Amendment – Request for approval of a text amendment to modify the Morgan County Code (MCC) to establish revised enforcement procedures, clarify appeal processes, and expand available civil and criminal remedies.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

PUBLIC HEARING
PUBLIC MEETING

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

MEMORANDUM

TO: Morgan County Commission

FROM: Morgan County Planning & Development Services Staff

SUBJECT: Code Enforcement Code Text Amendment

SUMMARY: A request to amend § 155.030, § 155.397, § 155.437, § 155.440, § 155.999 of the Morgan County Code (MCC) to modernize and expand the County's code enforcement provisions. The proposed changes eliminate outdated language, add a full menu of civil and criminal remedies, and align appeal procedures with state law. The amendment removes broad third-party lawsuit provisions, strengthens permit and lien authority, and clarifies the civil fine process, creating a more consistent and defensible enforcement framework.

The Morgan County Commission directed staff to prepare a comprehensive update to § 155.999 of the Land Use Code to update and modernize an old code enforcement section, appeal structure, and statutory alignment. The prior version of § 155.999 lacked definitions, offered limited enforcement tools, and included a broad citizen-suit provision that exposed the County to unnecessary litigation risk. The proposed amendment establishes a front-loaded definitions section, codifies specific remedies such as permit withholding, stop work orders, and recorded notices of noncompliance, and formalizes civil and criminal enforcement procedures. Appeals will now follow the administrative pathway outlined in § 155.030, ensuring consistency with Utah Code § 17-27a-801. Fix-it tickets, civil fines, and lien procedures have also been revised to enhance procedural clarity and collection authority. The amended text (Exhibit "A") is intended to provide more predictable enforcement, reduce ambiguity, and ensure due process protections are clearly stated.

PLANNING COMMISSION SUMMARY

The Planning Commission meeting scheduled for May 22, 2025, was properly noticed but cancelled due to a lack of quorum. As a result, no action was taken on this item. In accordance with County bylaws (or applicable state statute), and due to the absence of a formal recommendation from the Planning Commission, staff is forwarding the item to the County Commission with a procedural recommendation of denial.

COUNTY COMMISSION SUMMARY

The County Commission heard this item at their regularly scheduled meeting on July 15, 2025. Having acknowledged that the item advanced with a procedural denial due to a lack of quorum at the May 22, 2025, Planning Commission meeting, the County Commission remanded it back for the express purpose of review and comment by that body. There was some concern from the Commission that the proposed Civil Penalty Ceiling—up to one thousand dollars (\$1,000.00) per violation per day—may be too high. Additionally, members discussed the need for greater clarity in the emergency abatement section. The County Attorney noted that the more detailed a Code Enforcement subchapter is, the less ambiguity it contains—which would be an improvement over the current language in the Morgan County Code (MCC).

PLANNING COMMISSION SUMMARY

The Planning Commission heard this item at their regularly scheduled meeting on June 26, 2025. Discussion focused on a proposed change to route all land use appeals—including those for small subdivisions—to a single appeals officer rather than the County Commission. Several members raised concerns about removing elected officials from the appeals process, citing issues of accountability and potential bias. Ultimately, the Commission chose to retain current code language in Sections 155-437 and 155-440, leaving small subdivision appeals with the County Commission. Staff presented updates to standardize appeal timelines across the code, including a 15-calendar-day window to file appeals and a 45-day deadline to schedule hearings. Commissioners supported ensuring consistent use of “calendar days” throughout the code. Other amendments clarified the legal basis for code enforcement officers to seek administrative warrants in serious violation cases under Utah Rule of Criminal Procedure 40(k). A public hearing was held for this item, with comments made concerning property rights and inspection authority, with staff noting that such actions require judicial approval and are used only in severe circumstances. The Planning Commission voted 5–0 to recommend approval of the proposed code amendments with staff’s recommended modifications. Member Watt was absent.

ATTORNEY GUIDANCE

Legislative Review:

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed zoning change (land use ordinance text amendment) is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the text amendment conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-27a-801(3). The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.” While I have not seen any caselaw testing this new standard, I highly recommend that any recommendations by the Planning Commission or decisions by the County Commission include references to the standards in Morgan County Code and Utah State Code to support them and provide a solid basis for review. In that regard, the State Code standards include:

17-27a-102. Purposes — General land use authority — Limitations.

(1)

(a) The purposes of this chapter are to:

- (i) provide for the health, safety, and welfare;
- (ii) promote the prosperity;
- (iii) improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county's present and future inhabitants and businesses;
- (iv) protect the tax base;
- (v) secure economy in governmental expenditures;
- (vi) foster the state's agricultural and other industries;
- (vii) protect both urban and nonurban development;
- (viii) protect and ensure access to sunlight for solar energy devices;
- (ix) provide fundamental fairness in land use regulation;
- (x) facilitate orderly growth and allow growth in a variety of housing types; and
- (xi) protect property values.

(b) Subject to Subsection (4) and Section 11-41-103, to accomplish the purposes of this chapter, a county may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county or a designated mountainous planning district, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (i) uses;
- (ii) density;
- (ii) open spaces;
- (iv) structures;
- (v) buildings;
- (vi) energy-efficiency;
- (vii) light and air;
- (viii) air quality;
- (ix) transportation and public or alternative transportation;
- (x) infrastructure;
- (xi) street and building orientation and width requirements;
- (xii) public facilities;
- (xiii) fundamental fairness in land use regulation; and
- (xiv) considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.

PROPOSED TEXT

Cross-check result: § 155.030 now meshes with the new § 155.999

You already aligned the title line (“County **Appeal Authority**”), so only two **minor wording tweaks** remain to make the two sections perfectly consistent:

Where	Current text	Why adjust?	Quick fix
§ 155.030(D) first sentence	“...within 15 days from the date of the decision or action appealed.”	§ 155.999 (b) uses “ 15 calendar days. ” Adding “calendar” removes any doubt about business-day counting.	“...within 15 calendar days from the date of the decision or action appealed. ”
§ 155.030(B)(2) (optional clarity)	“The appeals and variance hearing officer shall hold meetings as needed to consider matters within its purview under this chapter.”	§ 155.999 (e) now requires a hearing to be scheduled within 45 days of a timely appeal and noticed 10 days in advance. A parenthetical pointer keeps the two timeframes in sync.	“...shall hold meetings as needed (and shall schedule appeal hearings within the time frames set out in § 155.999 [E]. ” I think we should put in 155.030 the 45 day deadline to schedule hearing....rather than refer to 155.999

If you drop in those two edits, there are **no conflicts**:

- **Appeals window** – both chapters: 15 calendar days
- **Filing office** – Zoning Administrator in both sections
- **Standard of review** – arbitrary/capricious/illegal, no de novo
- **Hearing officer name** – “County Appeal Authority (appeals and variance hearing officer)” matches § 155.999 terminology
- **Scheduling & notice** – § 155.030 is silent, but the pointer to § 155.999[E] covers the 45-/10-day rule
- **Stay procedure, variances, district-court review, ex parte rules** – unchanged and compatible

Implement those small edits and the two sections will work together seamlessly under your revised penalty and enforcement scheme.

Change log – § 155.397 APPEALS (Subdivision chapter)

(Old version 2010/2019 → Revised version 2025)

Topic	Old ordinance text	New ordinance text	What changed & why
Appeal recipient	“by filing with the County Clerk a notice ...”	“by filing with the Zoning Administrator a notice ...”	Aligned with § 155.030, which makes the Zoning Administrator the intake office for appeals to the County Appeal Authority .
Appeal body	Appeal heard by the County Commission ; Commission could affirm/modify/reverse.	Cross-references § 155.030 ; appeal is now heard by the County Appeal Authority (Appeals & Variance Hearing Officer) .	Removes legislative body from quasi-judicial role and consolidates all land-use appeals under the new Appeal Authority framework.
Who may appeal	“the subdivider or other person ”	“the subdivider or any aggrieved person ”	Tracks the “adversely affected / aggrieved” language used in § 155.030 and § 155.999.
Filing deadline	15 days after the decision.	Same 15-day window.	Consistent; no change except filing office.
Appeal fee	Silent.	Adds requirement to pay the “ requisite appeal fee .”	Matches § 155.030(D) (completeness review & fee).
Stay of proceedings	Appeal “shall stay all proceedings ... pending a decision of the County Commission.”	Removed ; stays now handled under § 155.030(F) (Zoning Administrator may grant stay on request).	Avoids conflicting stay language.
Hearing scheduling & notice	Clerk sets hearing before Commission; 7-day notice to appellant.	Removed ; scheduling & 10-day notice now governed by § 155.999(e) & § 155.030(B)(2).	Eliminates duplicate timelines.
County Commission’s written ruling	Commission to notify appellant in writing.	Omitted—handled by Appeal Authority decision process in § 155.030(C) & (E).	Consolidates procedure.

Topic	Old ordinance text	New ordinance text	What changed & why
District-court appeal clause	Old (C) referenced U.C.A. § 17-27a-801 for judicial review.	Deleted ; that language now appears in § 155.030(I).	Prevents duplication; one master clause in appeals chapter.
Structure	Three subsections (A)–(C).	Single paragraph (A); subsections (B) & (C) deleted.	Streamlines—everything else is governed by § 155.030.

Net effect:

§ 155.397 is now just a pointer: subdivision-related appeals flow into the unified appeals system established in §§ 155.030 and 155.999. No conflicting timelines, stay language, or duplicate judicial-review text remain.

Change log – § 155.437 APPROVAL AUTHORITY; SMALL SUBDIVISIONS

Topic	Old ordinance text	New ordinance text	What changed & why
Appeal body	“The applicant may appeal the decision of the Planning Commission to the County Commission as outlined elsewhere in this subchapter.”	“The applicant may appeal the decision of the Planning Commission to the Appeal Authority pursuant to § 155.030. ”	Redirects subdivision appeals to the unified County Appeal Authority (Appeals & Variance Hearing Officer) , consistent with the revised § 155.030 and § 155.999 framework.
Cross-reference location	“as outlined elsewhere in this subchapter.”	“pursuant to § 155.030. ”	Provides a precise citation to the master appeals procedure rather than a vague pointer.
All other language	Unchanged.	Unchanged.	Only the appeal pathway was updated; no other procedural or substantive edits.

Result: The section now seamlessly integrates small-subdivision appeals into the county’s new uniform appeal system, eliminating the County Commission’s quasi-judicial role and avoiding conflicting timelines or standards.

Change log – § 155.440 REVIEW BY THE PLANNING COMMISSION OF SMALL SUBDIVISIONS

Topic / subsection	Old ordinance text	New ordinance text	What changed & why
Appeal body § 155.440(E)	“The applicant may appeal ... to the County Commission... ”	“...may appeal ... to the Appeal Authority pursuant to § 155.030... ”	Shifts quasi-judicial review from the legislative body to the unified County Appeal Authority (Appeals & Variance Hearing Officer), matching the updated appeals framework in §§ 155.030 & 155.999.
Filing office	Appeal “submitted in writing to the county’s Planning and Development Services Department. ”	“...submitted in writing to the Zoning Administrator... ”	Aligns with § 155.030, which designates the Zoning Administrator as the intake point for appeals.
Appeal deadline	14 days after notice of decision.	15-day window (to match §§ 155.030 & 155.999).	Consistent timing across the code.
Appeal fee	No fee mentioned.	Adds requirement to include the requisite appeal fee.	Mirrors § 155.030(D) completeness-check language.
County Commission review procedure	Detailed paragraph: Commission reviews record in a public meeting and may remand to Planning Commission.	Deleted (no counterpart).	Obsolete once appeals go to the Appeal Authority; removes duplicate/remand loop.
Stay of proceedings / remand	Implied by Commission review/remand.	Omitted; stays handled under § 155.030(F).	Avoids conflicting procedures.
Notification of final decision § 155.440(F)	Zoning Administrator must notify Planning Commission and County Commission.	Now notifies Planning Commission only (County Commission removed).	County Commission no longer in the appeal chain.
Subsection lettering	(A)–(F) with old E = appeal; F = notice.	Still (A)–(F); contents of E & F updated.	Structure retained; only content revised.
All other provisions	Remain unchanged.	Remain unchanged.	No substantive edits outside the appeal pathway.

Topic / subsection	Old ordinance text	New ordinance text	What changed & why
(review criteria, data requests, ability to require full subdivision process)			

Net effect:

Section 155.440 now routes any small-subdivision appeal into the county’s consolidated appeals system—same 15-day filing window, same fee and notice rules, and review by the independent Appeal Authority instead of the County Commission. This eliminates duplicate procedures and ensures consistency with the newly amended §§ 155.030 and 155.999.

§ 155.999 – Side-by-Side Change Log

(Old ordinance adopted 2010–2020 → New draft May 2025)

Topic / location	Old ordinance text	New ordinance text	What changed & why
Overall structure	Two main subsections: (A) default to § 10.99; (B) blended criminal + civil scheme; plus separate (C)(D) class-C misdemeanors for specific code ranges.	Seven lettered parts: [A] reference; [B] definitions; [C] menu of 12 enforcement tools; [D] criminal penalties; [E] detailed civil process; [F] appeals; [G] fix-it tickets.	Reorganized for clarity: definitions up front; remedies grouped; appeals pulled out; redundant special-range penalties deleted.
[A] General Penalty	One sentence: “violating provision with no specific penalty → § 10.99.”	Pointer revised: “Fines and jail terms ... governed by § 10.99 and U.C.A. § 17-27a-803.”	Still a sign-post, but now it also references state land-use-penalty statute.
Definitions paragraph	None.	Added [B] referencing § 155.008 terms (adversely affected party, appeal authority, etc.).	Ensures consistent meanings without re-printing the glossary.
Menu of remedies	Criminal (misdemeanor) + civil (courtesy, notice to comply, admin hearing) +	Twelve-item list in [C] adds: withhold permits, stop-work orders, injunctions, abatement,	Broader enforcement toolbox for County; private “nuisance”

Topic / location	Old ordinance text	New ordinance text	What changed & why
	third-party suits + fix-it tickets.	emergency abatement, notice of non-compliance, liens, blanket “other remedies.” Drops third-party enforcement.	lawsuits deleted as separate paragraph.
Criminal classification	<ul style="list-style-type: none"> • <i>General</i> violations: Class C misdemeanor (B)(1)(a). • Fix-It Ticket failure: Class B misdemeanor (B)(4)(c). 	<i>All</i> violations (including fix-it failures) are Class C misdemeanors (a) & (b).	Key change: Class B removed to comply with U.C.A. § 17-27a-803, which limits land-use criminal penalties to Class C.
Civil penalty ceiling	\$25–\$100 / day after compliance period (old (B)(2)(c)).	Up to \$1,000 / day (or amount set in County fee schedule) (a)6.	Aligns with current fees of other jurisdictions and provides deterrence.
Courtesy Notice	10-day cure; certified mail or constable service.	Same 10-day cure; explicitly allows electronic tracking service; renames “Courtesy Notice” as defined form.	Modernized service options and capitalization.
Notice-to-Comply compliance periods	30 d (first), 15 d (second), 1 d (third) in rolling 12 mo.	Same 30 / 15 / 1-day schedule; now located at (a)4 & (f).	No substantive change—moved wording and added statutory cross-refs.
Administrative hearing	Held by Administrative Law Judge; procedure detailed; appeals to district court on arbitrary/capricious standard.	Hearing now before Appeal Authority (§ 155.030); procedures cross-referenced; district-court review verbatim from state code [F].	Integrates with County’s existing land-use appeal system; removes duplicative procedure text.
Collection of civil fines	Small-claims judgment or tax lien; costs & attorney fees recoverable.	Expressly invokes Political Subdivision Lien Authority, U.C.A. § 11-60-101 ff. ; keeps small-claims, liens, attorney-fee recovery .	Gives County statutory lien mechanism and “direct charge” status.
Emergency abatement	Implied but not explicit.	New authorizes immediate action when	Provides quick response language;

Topic / location	Old ordinance text	New ordinance text	What changed & why
		danger imminent; costs recoverable.	ties cost recovery to civil-liens paragraph.
Third-party enforcement	Private owners could sue after 30-day notice; attorney-fee shift.	Removed.	County opted to keep enforcement in public hands and avoid duplicative nuisance suits.
Fix-It Ticket section	Issued by Planner/Inspector, Sheriff, animal control; failure to comply = Class B misdemeanor.	Expanded authority list; capitalized Fix-It Ticket ; failure to comply = Class C misdemeanor; County may still pursue other remedies concurrently.	Conforms to state Class C limit and renames ticket form.
Statutory citations	Few references (U.C.A. § 17-27a-803 only in criminal sub-part).	Added cites to § 17-27a-803, 17-27a-802, 17-27a-701, -801, and § 11-60-101-103 throughout.	Provides clear legal foundation for each enforcement tool.

Highlight: Why Class B → Class C?

- **Utah Code § 17-27a-803(2)** expressly states that any violation of a county land-use ordinance “is punishable as a **Class C misdemeanor**.”
- The old ordinance’s Class B label for Fix-It Ticket failures conflicted with that statute.
- The new draft eliminates the Class B reference and classifies *all* Chapter 155 criminal violations—including unresolved Fix-It Tickets—as **Class C misdemeanors**, keeping the County in statutory compliance.

Comparison of § 155.999 (Penalty) Ordinance Versions

Section	Original	Your Draft	Final Draft	Change Summary	Who Initiated
General Reference (§ A)	Reference to § 10.99 for general penalties.	Clarifies penalties governed by § 10.99 and U.C.A. § 17-27a-803.	Same as your draft.	Added statutory citation for clarity.	JC

Definitions (§ B)	None.	Adds definitions by reference from § 155.008.	Same as your draft.	Clarifies terms using existing code definitions.	JC
Emergency Abatement (§ C)(6)	Broad authority for emergency abatement.	Authorizes emergency action without notice if danger is imminent.	Adds 'narrowly tailored' language and appeal rights.	Adds legal safeguards to emergency actions.	Planning Commission
Civil Penalties (§ E)(2)(a)(6)	\$25–\$100/day based on severity and duration.	Up to \$1,000/day based on severity and duration (County Fee Schedule).	Sets tiered penalties: \$500, \$750, \$1,000 based on rolling 12 months.	Establishes penalty escalation and removes discretion.	Planning Commission
Inspections (§ H)	No inspection procedures included.	Not included.	Adds section on inspection with consent or warrant.	Formalizes right-of-entry and warrant procedures.	Planning Commission upon rec of JC – state law already allows warrants, just providing notice in our code
Fix-It Tickets (§ G)	Fix-it tickets authorized; Class B misdemeanor for noncompliance.	Clarifies procedure, reduces violation to Class C.	Same as your draft.	Clarifies fix-it process and aligns penalty class.	JC
Appeals (§ F)	Administrative hearing with district court appeal.	Expanded detail, clear deadlines, appeal content, and exhaustion requirement.	Same as your draft.	Substantial clarity and procedural detail added.	JC

Summary of Changes to Appeals Authority Ordinance – 155.030

This section summarizes minor changes to the Appeals Authority ordinance:

1. The appeal deadline was reduced from 30 days to 15 days, aligning with § 155.999 and exceeding the default 10-day period under state law.
2. A requirement was added for the Appeal Authority to schedule hearings within 45 days of receiving a timely appeal, matching the timeframe in the revised penalty section (§ 155.999).
3. A proposed change to transfer subdivision appeals from the County Commission to the Appeal Authority was discussed in earlier drafts, but both the Planning Commission and County Commission preferred to retain the original process. As a result, no changes were made to the subdivision appeal provisions.

These updates improve procedural consistency and efficiency without altering the County Commission's role in subdivision appeal matters.

Detailed Comparison: Original vs. Final Draft of § 155.999 PENALTY

I worked with the planning commission addressing concerns regarding the first draft revised ordinance – which were great suggestions. I narrowed the language on the emergency abatement remedy, changed the civil fine penalties, added a 45 day time-frame for appeals officer to set appeal hearing, left subdivision appeals with the County Commission, and then added in basically a notice section in the penalty ordinance regarding the state statutory right to get a warrant to inspect from a judge (we can do that regardless of whether that's in our ordinance...but I like the idea of local notice).

With the civil fines, they do not start to accrue until after the compliance period....so, at least 30 days after you get the Notice of Non-compliance (40 days if they start with a Notice to Comply and then do a Notice of Non-compliance). Most of the other county/city ordinances start assessing their fines right away. While the civil fines I initially proposed were higher, they didn't start until after a person has failed to come into compliance; but with this revision, you can look at ordinance and know what your daily fine will be (we made it progressively higher with subsequent offenses - \$500, \$750, \$1,000). There are jurisdictions fining people \$750 a day from the start of a violation...so, I don't think we are too high, particularly if they have at least 30 days to come into compliance before they accrue. If people need more time to come into compliance they can request additional time from zoning administrator. I think the theory of the planning department is that they just want compliance, and fines are a last resort to obtain compliance...so hopefully, this encourages that theory. There is also a right to appeal the fine.

General Structure

****Original****: Organized under A–D with minimal structural hierarchy.

****Final****: Fully restructured under sections [A] through [H], using numbered and lettered subsections for clarity and legal precision.

[A] General Penalty Reference

****Original****: Refers only to § 10.99 for general penalties.

****Final****: Adds reference to U.C.A. § 17-27a-803 for statutory support.

****Change****: Added statutory citation for clarity and legal completeness.

[B] Definitions

****Original****: No definition section.

****Final****: Adds cross-referenced definitions from § 155.008.

****Change****: Provides consistency with defined land use terms elsewhere in code.

[C] Violations and Penalties (New Organizational Scheme)

****Original****: Mixed criminal and civil provisions under B(1) and B(2).

****Final****: Clearly delineates enforcement tools, including:

- Withholding permits
- Revoking approvals
- Stop work orders
- Emergency abatement (narrowly tailored with appeal rights)
- Noncompliance recordings

****Notable Addition****:

- Emergency abatement actions must now be "reasonably necessary and narrowly tailored," with appeal rights added for costs and necessity.

****Change****: Expanded tools and due process protections; improved logical organization.

Criminal Enforcement

****Original****: Class C misdemeanor; includes limited private right of action.

****Final****: Keeps Class C misdemeanor; removes private enforcement language.

****Change****: Removes third-party enforcement by adjacent property owners.

Civil Enforcement

****Courtesy Notice****:

- ****Original****: Optional courtesy notice with 10-day compliance period.
- ****Final****: Retains 10-day period, codifies language more precisely.

****Notice to Comply****:

- ****Original****: Basic structure with reduced timelines for repeat offenders.
- ****Final****: Expands to include:
 - Detailed service process
 - Right to appeal within same 15-day period
 - Tiered civil penalties: \$500/\$750/\$1,000
 - Penalty accrual process

****Change****: Adds formality, due process, and structured escalation of fines.

****Civil Penalty Collection****:

- **Original**: Mentions small claims, liens, etc.
- **Final**: Ties enforcement to U.C.A. § 11-60-101 et seq. and defines direct charges.
- Change**: Grounds penalties in state lien authority statute.

Appeals / Administrative Hearing

Original: Limited to a district court appeal from hearing officer.

Final:

- Identifies Appeal Authority under § 155.030
- Adds detailed deadlines (15 days to appeal; 45 days to set hearing)
- Provides complete process and standards

Change: Clarifies procedure, meets statutory and constitutional due process standards.

Fix-It Tickets

Original: Can be issued; noncompliance = Class B misdemeanor.

Final: Refined language; noncompliance = Class C misdemeanor.

Change: Aligns penalties with other violation types; emphasizes administrative nature. Removed Class B misdemeanor to align with state law limiting land use criminal violations to Class C.

[H] Inspections (New Section)

Original: No inspection provisions.

Final:

- Establishes inspection by consent
- Codifies existing state law allowing warrant upon probable cause (Rule 40)

Change: Formalizes administrative warrant access while protecting 4th Amendment rights.

Removed from Final

Private right of enforcement by neighboring property owners

Class B misdemeanor for Fix-It Tickets

Summary

The final draft of § 155.999 represents a comprehensive overhaul of the original penalty ordinance. It introduces a broader set of enforcement tools, clear procedural protections, and statutory integration. Key updates include:

- Codified notice and appeal timelines
- Tiered civil penalties
- Emergency abatement safeguards
- Explicit administrative warrant procedures
- Removal of Class B misdemeanor to comply with U.C.A. § 17-27a-803

This redraft strengthens due process, improves enforcement efficiency, and modernizes legal structure for land use violations in Morgan County.

RECOMMENDED MOTIONS

Sample Motion for *Approval* – “I move we approve the Code Enforcement Code Text Amendment based on the findings listed in the memorandum dated July 15, 2025.”

Sample Motion for *Approval with Conditions* – “I move we approve the Code Enforcement Code Text Amendment based on the findings listed in the memorandum dated July 15, 2025, with the following additional conditions:”

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

Sample Motion for *Denial* – “I move we deny the Code Enforcement Code Text Amendment with the following findings:”

1. *List any additional findings...*

ATTACHMENTS:

Attachment “A”: Code Enforcement Code Text Amendment

Attachment “A”: Code Enforcement Code Text Amendment

ORDINANCE NO. CO-25-11

AN AMENDMENT TO THE LAND USE MANAGEMENT CODE FOR MORGAN COUNTY TO ESTABLISH REVISED ENFORCEMENT PROCEDURES, CLARIFY APPEAL PROCESSES, AND EXPAND AVAILABLE CIVIL AND CRIMINAL REMEDIES, AMENDING SECTIONS § 155.030 APPEAL AUTHORITY; APPEALS AND VARIANCE HEARING OFFICER, § 155.397 APPEALS, § 155.440 REVIEW BY THE PLANNING COMMISSION OF SMALL SUBDIVISIONS, AND AMENDED IN ITS ENTIRETY § 155.999 PENALTY, OTHERWISE KNOWN AS THE CODE ENFORCEMENT CODE TEXT AMENDMENT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Morgan County Commission has previously established land use management regulations for Morgan County as Title XV of the Morgan County Code which established, among other things, the requirements for the enforcement of the Morgan County Code; and

WHEREAS, the regulations established by the Morgan County Commission in Title XV of the Morgan County Code have been determined by the Morgan County staff and the Morgan County Commission to be in need of revision to address these concerns; and

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

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

Section 1. Amendment and Adoption. Title XV of the Morgan County Code is hereby amended and adopted to establish revised enforcement procedures, clarify appeal processes, and expand available civil and criminal remedies, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective after subsequent publication in accordance with State Law, but not before 15 days after its passage.

**APPROVED, ADOPTED AND PASSED and ordered published by the
Morgan County Commission, this 15th Day of July 2025.**

ATTEST:

Leslie Hyde
Morgan County Clerk

MORGAN COUNTY GOVERNING
BODY

Matthew Wilson, County Commission Chair

APPROVED AS TO FORM

Garrett Smith
Morgan County Attorney

Commission Members	AYE	Voting: NAY ABSENT	
Vaughn Nickerson	_____	_____	_____
Mike Newton	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____
Blaine Fackrell	_____	_____	_____

Exhibit “A”: Code Enforcement Code Text Amendment

§ 155.030 APPEAL AUTHORITY; APPEALS AND VARIANCE HEARING OFFICER.

(A) Appointment. The appeals and variance hearing officer shall be appointed as the ~~€County~~ ~~aAppeals aAuthority~~ as follows.

(1) The appeals and variance hearing officer shall be appointed by the County Commission.

(2) The appeals and variance hearing officer shall be appointed for a term of one year and thereafter may be appointed for succeeding one-year terms.

(3) The appeals and variance hearing officer shall, as a minimum, have such training and experience as will qualify him or her to conduct administrative or quasi-judicial hearings regarding land use, land development and regulatory codes dealing with issues related to land use.

(4) The County Commission may remove the appeals and variance hearing officer for cause upon receipt of written charges filed against the appeals and variance hearing officer with the County Commission. The County Commission shall provide the appeals and variance hearing officer with a public hearing if one is requested.

(5) In the case of death, resignation, removal or disqualification, the position of appeals and variance hearing officer shall be promptly filled by a replacement appointed by the County Commission for the unexpired term of the previous appeals and variance hearing officer.

(6) The appeals and variance hearing officer shall be considered an independent contractor; and as such will enter into a year-long contract for services at the beginning of each appointed term. Terms for compensation and reimbursement will be determined and agreed upon in the aforementioned contract. The terms and conditions of the contract shall ultimately be approved by the County Commission prior to any individual entering into an agreement with the county to serve as the appeals and variance hearing officer.

(7) The County Commission may, from time to time, appoint an appeals and variance hearing officer pro tempore on a temporary basis when necessitated by the absence, unavailability, incapacity or disqualification of the regularly appointed appeals and variance hearing officer. Each appeals and variance hearing officer pro tempore shall, as a minimum, have qualifications which are similar to the regularly appointed appeals and variance hearing officer.

(B) Organization and procedure. The appeals and variance hearing officer shall organize and exercise his or her powers and duties as follows.

(1) The appeals and variance hearing officer may adopt reasonable policies and procedures in accordance with county ordinances to govern the conduct of its meetings and hearings and for any other purposes considered necessary for the functioning of the position of appeals and variance hearing officer. Such policies and procedures shall be approved by the County Commission before taking effect.

(2) The appeals and variance hearing officer shall hold meetings as needed to consider matters within its purview under this chapter. The appeals and variance hearing officer meeting shall be held at such times and dates as deemed necessary by the appeals and variance hearing officer. All meetings and hearings shall be properly noticed and held in accordance with the Open and Public Meetings Act set forth in UCA §§ 52-4-1 et seq., as amended. Written minutes of all meetings of the appeals and variance hearing officer shall be prepared and filed in the office of

the County Clerk for review and access by the public. All records of the meetings shall be subject to the provisions of the Government Records Access Management Act, UCA §§ 63G-2-101 et seq., as amended.

(3) The decision of the appeals and variance hearing officer takes effect on the date when the appeals and variance hearing officer issues a written decision.

(C) Powers and duties. The powers and duties of the appeals and variance hearing officer shall be limited to the matters set forth below. Each of such powers and duties shall be exercised pursuant to the procedural and other provisions of this chapter:

(1) Hear and decide appeals from administrative decisions applying the provisions of this chapter where not otherwise specifically designated;

(2) Hear and decide variances from the terms of this chapter;

(3) Hear appeals related to determinations made regarding the existence, expansion or modification of nonconforming uses; and

(4) Hear appeals regarding the interpretation of the zoning maps and disputed questions on lot lines, district boundary lines or similar questions as they arise in the administration of the zoning regulations only after a written decision has been made by the land use authority.

(D) Appeals. Appeals to the appeals and variance hearing officer shall be filed in writing with the Zoning Administrator within ~~30~~15 days from the date of the decision or action appealed. The officer or department from whom the appeal is taken shall forthwith transmit to the appeals and variance hearing officer all papers constituting the record upon which the action appealed was taken. Appeals shall only be accepted in which final action of the land use authority has been made, as evidenced by issuance of a permit or other final written action. The Zoning Administrator shall determine the completeness of the appeal and shall reject any appeal filed without the required fee or submitted after the ~~30~~15-day deadline has expired.

(1) The appeals and variance hearing officer shall determine the correctness of a decision of the land use authority in its interpretation and application of this chapter. Only those decisions in which a land use authority has applied this chapter to a particular application, person or parcel may be appealed to the appeals and variance hearing officer. No person may challenge a legislative decision by a land use authority to the appeals and variance hearing officer, including land use ordinance amendment, General Plan amendment or interpretation or zoning map amendment.

(2) In reviewing a decision of a land use authority, the appeals and variance hearing officer must affirm that decision, unless it is found that a decision interpreting or applying this chapter was arbitrary, capricious or illegal. An appeal is not subject to de novo review.

(3) In exercising his or her powers, the appeals and variance hearing officer may reverse or affirm, in whole or in part, or modify an order, decision or determination, to make such order, decision or determination, consistent with county ordinances and other applicable laws.

(4) Appeals may not be used to waive or modify the terms or requirements of this chapter.

(E) Decisions of the appeals and variance hearing officer. **THE APPEALS AND VARIANCE HEARING OFFICER SHALL SET A HEARING WITHIN 45 DAYS OF RECEIPT OF AN APPEAL.** At the hearing of any matter, the parties affected may appear in person with or without an attorney. The appeals and variance hearing officer shall decide all appeals and other issues brought before it within a reasonable time.

(F) Stay of proceedings. An appeal to the appeals and variance hearing officer shall not stay proceedings taken in furtherance of the action appealed from unless such proceedings are specifically stayed by order of the Zoning Administrator. An appellant may request a stay by

submitting to the Zoning Administrator, in writing, an application for a stay setting forth the reasons why a stay is necessary to protect against imminent harm. In determining whether or not to grant a stay, the Zoning Administrator shall ensure that all potentially affected parties are given the opportunity to comment on the request. A ruling on the request for a stay shall be given within five days from the date the request is received by the Zoning Administrator. The Zoning Administrator, in granting a stay, may impose additional conditions to mitigate any potential harm that may be caused by the stay, including requiring the appellant to post a cash escrow financial guarantee. Within ten days of the Zoning Administrator's decision regarding the grant or denial of a stay, any aggrieved party may appeal the decision to the appeals and variance hearing officer, whose decision will be final.

(G) Appeals from the appeals and variance hearing officer. Any person aggrieved by a final decision of the appeals and variance hearing officer may have and maintain a plenary action for relief therefrom in any court of competent jurisdiction, provided that the petition for such relief is presented to the court within 30 days from the date of the decision of the appeals and variance hearing officer.

(H) Variances.

(1) Any person or entity desiring a waiver or modification of the requirements of this chapter as applied to a parcel of property that he or she owns, leases or in which he or she holds some other beneficial interest, may apply to the appeals and variance hearing officer for a variance from the terms of this chapter.

(2) The appeals and variance hearing officer may grant a variance if:

(a) 1. Literal enforcement of this chapter would cause a hardship for the applicant that is not necessary to carry out the general purpose of this chapter;

2. There are special circumstances attached to the property that do not generally apply to other properties in the same zone;

3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone;

4. The variance will not substantially affect the General Plan and will not be contrary to the public interest; and

5. The spirit of this chapter is observed, and substantial justice done.

(b) In determining whether or not enforcement of this chapter would cause unreasonable hardship under division (H)(2)(a)1. above, the appeals and variance hearing officer may not find an unreasonable hardship unless:

1. a. The alleged hardship is located on or associated with property for which the variance is sought; and

b. The alleged hardship comes from circumstances peculiar to the property, not from conditions that are general in the neighborhood.

2. In determining whether or not enforcement of this chapter would cause unreasonable hardship under division (H)(2)(a)1. above, the appeals and variance hearing officer may not find an unreasonable hardship if the hardship is self-imposed or economic.

(c) In determining whether or not there are special circumstances attached to the property under division (H)(2)(a)2. above, the appeals and variance hearing officer may find that special circumstances exist only if the special circumstances:

1. Relate to the hardship complained of; and

2. Deprive the property of privileges granted to other properties in the same zone.

(3) The applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.

(4) Variances run with the land.

(5) The appeals and variance hearing officer may not grant use variances.

(6) In granting a variance, the appeals and variance hearing officer may impose additional requirements on the applicant that will:

(a) Mitigate any harmful effects of the variance; or

(b) Serve the purpose of the standard or requirement that is waived or modified.

(I) District court review of appeals and variance hearing officer decision.

(1) Any person adversely affected by any decision of the appeals and variance hearing officer may petition the district court for a review of the decision in accordance with UCA §§ 17-27a-801 et seq., as amended.

(2) In the petition, the plaintiff may only allege that the appeals and variance hearing officer's decision was arbitrary, capricious or illegal.

(3) The petition is barred unless it is filed within 30 days after the appeals and variance hearing officer's decision is final. As a condition precedent to judicial review, each adversely affected person shall timely and specifically challenge the land use authority's decision, in accordance with this chapter.

(4) The appeals and variance hearing officer shall transmit to the reviewing court the record of its proceedings, including its minutes, findings, orders and, if available, a true and correct transcript of its proceedings. If the proceeding was tape recorded, a transcript of that tape recording is a true and correct transcript for purposes of this division (I)(4).

(5) If there is a record, the district court's review is limited to the record provided by the appeals and variance hearing officer. The court may not accept or consider any evidence outside the appeals and variance hearing officer's record unless that evidence was offered to the appeals and variance hearing officer and the court determines that it was improperly excluded.

(6) If there is no record, the court may call witnesses and take evidence.

(7) The court shall affirm the decision of the appeals and variance hearing officer if the decision is supported by substantial evidence in the record.

(8) The filing of a petition does not stay the decision of the appeals and variance hearing officer. Before filing the petition, the aggrieved party may petition the appeals and variance hearing officer to stay its decision. Upon receipt of a petition to stay, the appeals and variance hearing officer may order its decision stayed pending district court review if the appeals and variance hearing officer finds it to be in the best interest of the county. After the petition is filed, the petitioner may seek an injunction staying the appeals and variance hearing officer's decision.

(J) Ex parte contact.

(1) Ex parte contact between the appeals and variance hearing officer and opposing parties involved in litigation with the county involving land use issues shall be prohibited. The appeals and variance hearing officer shall not participate in site or office visits, electronic communication, written communication or verbal conversation, either face to face or over the telephone, with any individual or any representative of a company or entity involved in legal proceedings with the county involving land use issues. This prohibition shall include plaintiffs who have filed suit against the county, claimants who have served a notice of claim on the county and defendants in actions filed by the county, such as those in violation of provisions of this chapter.

(2) The appeals and variance hearing officer shall be restricted from ex parte contact, including site or office visits, electronic communication, written communication and verbal

conversation, either face to face or over the telephone, with any individual or representative of a company or entity when such interaction involves a request for hearings, variances or appeals of administrative decisions. This restriction on ex parte contact applies to all variances, appeals of administrative decisions or special exceptions, after an application for such is filed with the Zoning Administrator, while the application is under review by the appeals and variance hearing officer or while the application is under appeal, if an appeal is filed. The appeals and variance hearing officer shall not participate in ex parte contact with individuals or representatives of a company or entity opposed to a request for a hearing, variance or appeal of administrative decision.

(3) Receipt of written information regarding an active request for a hearing, variance, appeal of administrative decision or special exception shall be permitted, provided such written information is disclosed at the next meeting of the appeals and variance hearing officer where the matter is being heard and submitted as a part of the record of that meeting.
(Prior Code, § 8-3-11) (Ord. 11-03, passed 3-1-2011) Penalty, see § 155.999

§ 155.397 APPEALS.

(A) **PURSUANT TO THE PROVISIONS OF § 155.030, THE SUBDIVIDER OR ANY AGGRIEVED PERSON MAY** ~~aAppeal may be made to the County Commission from any decision, determination or requirement of the Zoning Administrator regarding subdivision or subdivision plat amendment approval or recommendation hereunder by filing with the ZONING ADMINISTRATOR County Clerk~~ a notice thereof in writing within **FIFTEEN (15) days** after such decision, determination or requirement is made. Such notice shall set forth in detail the action and grounds upon which the subdivider or other person deems himself or herself aggrieved **AND INCLUDE THE APPLICABLE FEE FOR APPEAL.**

~~—(B) The County Clerk shall set the appeal for hearing before the County Commission within a reasonable time after receipt of the appeal. Such hearing may be continued by order of the County Commission. The appellant shall be notified of the appeal hearing date at least seven days prior to the hearing. After hearing the appeal, the County Commission may affirm, modify or reverse the decision, determination or requirement appealed and enter any such orders as are in harmony with the spirit and purpose of this chapter. The County Commission shall notify the appellant in writing of its ruling. The filing of an appeal shall stay all proceedings and actions in furtherance of the matter appealed, pending a decision of the County Commission.~~

~~—(C) An aggrieved party may appeal any decision of the County Commission in applying the provisions of this subchapter to state's district court as provided in UCA § 17-27a-801, as amended.~~

(Prior Code, § 8-12-14) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

§ 155.437 APPROVAL AUTHORITY; SMALL SUBDIVISIONS.

In the case of small subdivisions, the Planning Commission shall have the ability to approve, approve with conditions or deny a small subdivision in accordance with the regulations outlined in this subchapter. Alternatively, the Planning Commission may direct that the application follows the standard procedures for subdivision approval, as provided elsewhere in this subchapter. The applicant may appeal the decision of the Planning Commission **TO THE APPEAL AUTHORITY PURSUANT TO § 155.030** ~~to the County Commission as outlined elsewhere in this subchapter.~~

(Prior Code, § 8-12-54) (Ord. 15-06, passed 6-21-2015; Ord. 19-09, passed 10-15-2019)

§ 155.440 REVIEW BY THE PLANNING COMMISSION OF SMALL SUBDIVISIONS.

(A) Once comment has been received from all notified government departments, agencies and property owners, the county's Planning and Development Services Department shall review the submitted small subdivision application and check compliance with relevant requirements of the county's General Plan, Land Use Management Code and other appropriate regulations, and shall present a staff report to the Planning Commission. Based on this staff report, the Planning Commission shall make findings regarding the submitted small subdivision plan, specifying the approval, approval with conditions or denial of the subdivision, or specifying any inadequacy in the information submitted, noncompliance with county regulations, questionable or undesirable design and/or engineering. The Planning Commission may also make a determination that the small subdivision is required to proceed through the normal subdivision process. The Zoning Administrator shall prepare a notice of decision and deliver it to the applicant within a reasonable period following the review, outlining the decision of the Planning Commission, including any findings and/or conditions of approval.

(B) The Planning Commission shall take the following into account when determining whether the application will require standard subdivision review:

- (1) The size of the proposed development;
- (2) Whether the subdivision lies within the Sensitive Area District or geologic hazard study area;
- (3) Compliance with county ordinances and relevant sections of the county's General Plan;
- (4) Requests for exceptions or modifications;
- (5) Compatibility with surrounding properties; and
- (6) Whether the proposal is routine and uncontested.

(C) The Planning Commission may require additional information, data or studies to be provided by the applicant for the subdivision before any determination is made as to the acceptability of the proposed subdivision.

(D) The Planning Commission may, after review of the plan and comment from other departments and agencies, direct the applicant to follow the standard procedures required for subdivision, as described in this subchapter.

(E) The applicant may appeal any decision of the Planning Commission to the ~~County Commission~~ **APPEAL AUTHORITY PURSUANT TO § 155.030** within **FIFTEEN (145)** days of the notice of decision. The appeal must be submitted in writing to the ~~county's Planning and Development Services Department~~ **ZONING ADMINISTRATOR AND INCLUDE THE APPLICABLE APPEAL FEE.** ~~The County Commission shall then, during a public meeting, review the record of the decision and determine if the Planning Commission's decision was in accordance with this chapter. If the Planning Commission's decision is found to not be in accordance with this chapter, the application shall be remanded, with comment regarding the County Commission's action, to the Planning Commission for additional review.~~

(F) The Zoning Administrator shall provide notification of any final decision regarding a small subdivision to the Planning Commission ~~and the County Commission.~~

(Prior Code, § 8-12-57) (Ord. 15-06, passed 6-21-2015; Ord. 19-09, passed 10-15-2019)

§ 155.999 PENALTY.

~~—(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.~~

~~—(B) Any person, firm, partnership or corporation or the principals or agents thereof, violating or causing the violation of any provision of this chapter, as the same may be amended from time to time, shall be subject to the following penalties:~~

~~—(1) *Criminal penalty.*~~

~~—(a) Any person, firm or corporation, whether as principal, agent or employee, who violates or causes the violation of any of the provisions of this chapter shall be guilty of a class C misdemeanor, as allowed by UCA § 17-27a-803 and, upon conviction thereof, shall be subject to penalty as provided in § 10.99 of this code.~~

~~—(b) In addition, the following may institute injunction, mandamus, abatement or any other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use:~~

~~—1. The county by action of the governing body; or~~

~~—2. Any owner of real estate within the zoning district in which an alleged violation of this chapter has occurred; or the owner of real estate across a zoning district line and abutting or facing the real estate where the alleged violation has occurred.~~

~~—(2) *Civil penalties.* In lieu of pursuing criminal remedies with respect to any violation of any provision of this chapter, the county may elect, in its sole discretion based upon the particular facts and circumstances of each case, to pursue the following civil remedies regarding such violation. The following civil remedies may not be pursued for a violation that occurs in conjunction with a criminal violation as part of a single criminal episode that will be prosecuted in a criminal proceeding, but the following civil remedies may be pursued if no criminal proceedings will occur with respect to the violation.~~

~~—(a) *Courtesy notice.* The Zoning Administrator or designee will investigate alleged zoning violations and determine if a violation exists. If a violation exists, the county shall send a courtesy notice to the property owner, stating the nature of the violation, possible action of the county and allowing a ten day compliance period in which the property owner may either bring the property into compliance or meet with the Zoning Administrator for an inspection to determine if in fact a violation exists and what remedies may be available to the property owner. Courtesy notice shall be delivered by certified mail or shall be served by a constable.~~

~~—(b) *Notice to comply.*~~

~~—1. The county shall issue a written notice to comply regarding each such violation to the offending party, which written notice shall identify the offending party, identify the violation, set forth the time period afforded to the offending party to come into compliance with this chapter and thereby avoid further enforcement proceedings, and set forth the date, time and location of the administrative hearing to be held regarding the same in the event that the offending party does not comply within the prescribed time period. For a first-time offense, the applicable compliance period shall be 30 calendar days from the date of the written notice to comply.~~

~~—2. If the offending party is unable to correct the offense within the allowed compliance period, the party may request an extension. The extension must be in writing and must be signed by all property owners, tenants and parties, with all signatures notarized. The request for extension shall contain the requested extension date, factual evidence as to why the extension is justified and a commitment to correct the violation within the extension period. The extension may be granted by the Zoning Administrator at his or her discretion. Written approval or denial of the extension~~

will be given to the offending party. In the event that the Zoning Administrator does not grant the extension, his or her decision may be appealed to the administrative hearing officer.

~~3. In the event that a second notice to comply is issued to the same party with respect to a particular violation within any rolling 12-month period, the applicable compliance period shall be 15 calendar days from the date of the written notice to comply. In the event that a third notice to comply is issued to the same party with respect to a particular violation within any rolling 12-month period, the applicable compliance period shall be the next calendar day after the date of the written notice to comply. Notice shall be delivered by certified mail or shall be served by a constable.~~

~~(c) *Amount of civil penalty.* If a violation is not completely cured within the time period set forth in the written notice to comply, then such violation of any provision of this chapter shall be subject to a civil penalty in the minimum amount of \$25 and the maximum amount of \$100 per day, depending upon the particular facts and circumstances of each case, which fine shall be imposed beginning on the first calendar day after the applicable compliance period has expired and ending on the date that the violation is completely cured and the offending party is in full compliance with this chapter with respect thereto.~~

~~(d) *Administrative hearing.* The administrative hearing shall be a public meeting during regularly scheduled hours, conducted by an administrative law judge appointed by the County Commission (which administrative law judge may be an employee of the county). The offending party shall be given an opportunity to be heard at the administrative hearing and shall otherwise be afforded due process. The administrative hearing shall be recorded or otherwise documented so that a true and correct transcript may be made of its proceedings. The administrative law judge shall make a final administrative determination with respect to the citation, which determination may be that there was no violation, or that a violation occurred and must be abated, and the amount of the appropriate civil penalty within the parameters set forth herein.~~

~~(e) *Appeal.* Any person adversely affected by any such administrative proceeding and order may petition a district court for review of the determination. In the petition, the petitioner may only allege that the administrative order was arbitrary, capricious or illegal. The petition is barred unless it is filed within 30 calendar days after the administrative order is final. No evidence may be submitted to the district court as part of such petition that is not included in the administrative record of the proceedings unless the evidence was offered to the administrative law judge as part of the administrative hearing and the district court determines that the evidence was improperly excluded by the administrative law judge.~~

~~(f) *Collection.* In the event that the county is required to take formal legal action to collect any civil penalty imposed pursuant to this division (B)(2)(f), the person responsible therefor shall also be responsible for paying any costs of collection incurred by the county, including, but not limited to, reasonable attorney fees, which costs of collection may exceed the amount of the civil penalty itself. Collection may be opened by obtaining a judgment in small claims court and/or attaching a tax lien on the property.~~

~~(3) *Third party enforcement.* Each and every continuing violation of any provision of this chapter is declared to constitute a nuisance. Private citizens of and/or property owners in the county shall also have the right to commence and pursue formal civil legal proceedings with respect to any ongoing violations affecting their interests; provided, that no such legal action shall be filed until after the expiration of 30 calendar days from the date that a written notice of intent to commence such legal proceedings is actually received by the County Clerk. The prevailing party~~

~~in any such private civil legal proceedings shall be entitled to an award of reasonable attorney fees incurred in pursuing or defending such action.~~

~~—(4) *Inspector to issue fix-it tickets.* The Planner/Building Inspector is hereby authorized to issue fix-it tickets to persons whom it is his or her opinion are violating this chapter. The other law enforcement personnel, including the Sheriff's force and animal control officers, are hereby authorized to issue fix-it tickets to such persons as they believe are violating county ordinances:~~

~~—(a) A person authorized to issue a fix-it ticket may set down on the ticket the terms for which the ticket is issued, which shall give the person receiving the fix-it ticket a reasonable time in which to rectify the conceived violation of this chapter or other ordinances of the county;~~

~~—(b) If a person receiving a fix-it ticket does not respond and rectify the perceived violation of county ordinances, including this chapter, within the time permitted by the issuer of the fix-it ticket, then and in that event such failure shall be considered a violation of the county ordinances; and~~

~~—(c) A violation of county ordinances and failure to respond to a fix-it ticket shall be and is hereby ordained to be a class B misdemeanor and shall be punishable in accordance with the statutes of the state fixing penalties for a class B misdemeanor.~~

~~(Prior Code, § 8-1-8)~~

~~—(C) Any person who after being formally charged with the violation of any provision of §§ [155.200](#) through [155.207](#) of this code and is subsequently found guilty on such charges, shall be deemed guilty of a class C misdemeanor, punishable as provided in § [10.99](#) of this code.~~

~~(Prior Code, § 8-5H-7)~~

~~—(D) It shall be a class C misdemeanor for any person to fail to comply with the provisions of §§ [155.385](#) through [155.450](#) of this code. In addition to any criminal prosecution, the county may pursue any other legal remedy to ensure compliance with this chapter including, but not limited to, injunctive relief and the withholding of approvals.~~

~~(Prior Code, § 8-12-13)~~

~~(Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019; Ord. 20-15, passed 10-20-2020)~~

[A] GENERAL PENALTY REFERENCE. FINES AND JAIL TERMS FOR PENALTIES IMPOSED UNDER THIS SECTION ARE GOVERNED BY § 10.99 AND U.C.A. § 17-27A-803.

[B] DEFINITIONS. FOR PURPOSES OF THIS SECTION, THE FOLLOWING TERMS, "ADVERSELY AFFECTED PARTY," "APPEAL AUTHORITY," "LAND USE AUTHORITY," "LAND USE DECISION," AND "LAND USE REGULATION" HAVE THE MEANINGS PROVIDED IN § 155.008 AND ARE INCORPORATED HEREIN BY REFERENCE.

[C] VIOLATIONS AND PENALTIES. ANY PERSON, FIRM, PARTNERSHIP, CORPORATION, OR THE PRINCIPALS OR AGENTS THEREOF, WHO VIOLATES OR CAUSES THE VIOLATION OF ANY PROVISION OF THIS CHAPTER, IS SUBJECT TO THE FOLLOWING ENFORCEMENT MECHANISMS:

(1) WITHHOLD PERMITS. THE COUNTY MAY DENY OR WITHHOLD ALL PERMITS, CERTIFICATES, OR OTHER FORMS OF AUTHORIZATION PERTAINING TO ANY LAND OR IMPROVEMENTS WHEN AN

UNCORRECTED VIOLATION EXISTS WITH REGARD TO SUCH LAND OR IMPROVEMENT. THE COUNTY MAY GRANT THE PERMIT SUBJECT TO CORRECTION OF THE VIOLATION, REGARDLESS OF WHETHER THE CURRENT OR PRIOR OWNER WAS RESPONSIBLE FOR THE VIOLATION.

(2) REVOKE PERMITS OR APPROVALS. THE ZONING ADMINISTRATOR MAY REVOKE ANY PERMIT PROCURED BY FALSE REPRESENTATION OR ISSUED IN ERROR. WRITTEN NOTICE OF REVOCATION SHALL BE SERVED UPON THE RESPONSIBLE PARTY AND NO FURTHER WORK SHALL PROCEED. WHERE A VIOLATION INVOLVES FAILURE TO COMPLY WITH APPROVED PLANS OR CONDITIONS OF APPROVAL, THE COUNTY MAY REVOKE THE APPROVAL OR IMPOSE ADDITIONAL CONDITIONS.

(3) STOP WORK ORDER. THE COUNTY MAY ISSUE A STOP WORK ORDER ON ANY BUILDING OR PROJECT WHERE AN UNCORRECTED VIOLATION EXISTS, WITH OR WITHOUT REVOKING PERMITS.

(4) INJUNCTIVE OR EQUITABLE RELIEF. THE COUNTY MAY SEEK AN INJUNCTION OR OTHER EQUITABLE RELIEF IN THE DISTRICT COURT TO STOP OR PREVENT ANY VIOLATION OF THIS CHAPTER.

(5) ABATEMENT / RESTORATION. THE COUNTY MAY SEEK A COURT ORDER REQUIRING ABATEMENT OR REMOVAL OF A VIOLATION AND RESTORATION OF THE PREMISES.

(6) EMERGENCY ABATEMENT. WHEN THE ZONING ADMINISTRATOR, BUILDING OFFICIAL, FIRE MARSHAL, OR SHERIFF DETERMINES THAT A CONDITION ON REAL PROPERTY PRESENTS AN IMMINENT AND SUBSTANTIAL DANGER TO THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC OR OCCUPANTS, THE COUNTY MAY, WITHOUT PRIOR NOTICE, TAKE ONLY THOSE ACTIONS THAT ARE REASONABLY NECESSARY AND NARROWLY TAILORED TO ELIMINATE OR ABATE THE DANGER. COSTS INCURRED BECOME A CIVIL DEBT AGAINST THE RESPONSIBLE PARTY AND MAY BE COLLECTED AS PROVIDED IN § 155.999[E](3). THE RESPONSIBLE PARTY SHALL HAVE THE RIGHT TO APPEAL THE REASONABLENESS OF THE COSTS OR THE NECESSITY OF THE ABATEMENT UNDER §155.999[F].

(7) NOTICE OF NONCOMPLIANCE. THE COUNTY MAY RECORD A NOTICE OF NONCOMPLIANCE WITH THE COUNTY RECORDER'S OFFICE.

(8) CIVIL/ADMINISTRATIVE MEASURES. COURTESY NOTICES, NOTICES TO COMPLY, CIVIL PENALTIES, LIENS, AND ALL OTHER CIVIL ENFORCEMENT AS ALLOWED BY LAW.

(9) CRIMINAL PROSECUTION AND FIX-IT TICKETS.

(10) OTHER REMEDIES. THE COUNTY RETAINS ALL REMEDIES AVAILABLE UNDER LAW OR EQUITY FOR VIOLATIONS OF THIS CHAPTER.

(11) REMEDIES CUMULATIVE. THESE REMEDIES ARE CUMULATIVE AND NOT EXCLUSIVE. INVOCATION OF ONE REMEDY DOES NOT PRECLUDE THE COUNTY FROM INVOKING ANOTHER.

(12) NOTICE OF ANY REMEDY UTILIZED BY THE COUNTY FOR VIOLATIONS SHALL BE SERVED PURSUANT TO § 155.999[E](2)(B).

[D] CRIMINAL ENFORCEMENT.

(1) CRIMINAL PENALTIES.

(A) ANY PERSON OR ENTITY, WHETHER AS PRINCIPAL, AGENT, OR EMPLOYEE, WHO VIOLATES ANY PROVISION OF THIS CHAPTER SHALL BE GUILTY OF A CLASS C MISDEMEANOR, PURSUANT TO U.C.A. § 17-27A-803 AND SUBJECT TO PENALTIES AS PROVIDED IN § 10.99.

(B) IN ADDITION TO CRIMINAL PENALTIES, THE COUNTY, THROUGH ACTION OF THE GOVERNING BODY MAY INITIATE CIVIL PROCEEDINGS SUCH AS INJUNCTIONS OR ABATEMENTS TO PREVENT OR REMEDY VIOLATIONS. THE COUNTY NEED ONLY ESTABLISH THE VIOLATION TO OBTAIN INJUNCTIVE RELIEF, AS PROVIDED IN U.C.A. § 17-27A-802(1)(B).

[E] CIVIL ENFORCEMENT. IN LIEU OF PURSUING CRIMINAL REMEDIES WITH RESPECT TO ANY VIOLATION OF ANY PROVISION OF THIS CHAPTER, THE COUNTY MAY ELECT, IN ITS SOLE DISCRETION BASED UPON THE PARTICULAR FACTS AND CIRCUMSTANCES OF EACH CASE, TO PURSUE THE FOLLOWING CIVIL REMEDIES REGARDING SUCH VIOLATION. THE FOLLOWING CIVIL REMEDIES MAY NOT BE PURSUED FOR A VIOLATION THAT OCCURS IN CONJUNCTION WITH A CRIMINAL VIOLATION AS PART OF A SINGLE CRIMINAL EPISODE THAT WILL BE PROSECUTED IN A CRIMINAL PROCEEDING, BUT THE FOLLOWING CIVIL REMEDIES MAY BE PURSUED IF NO CRIMINAL PROCEEDINGS WILL OCCUR WITH RESPECT TO THE VIOLATION.

(1) COURTESY NOTICE. UPON INVESTIGATION OF A SUSPECTED VIOLATION, THE ZONING ADMINISTRATOR OR THEIR DESIGNEE MAY ISSUE A COURTESY NOTICE TO THE PROPERTY OWNER. THIS NOTICE

SHALL DESCRIBE THE VIOLATION AND ALLOW A TEN (10) DAY COMPLIANCE PERIOD.

(2) NOTICE TO COMPLY.

(A) IF THE VIOLATION IS NOT RESOLVED AFTER THE COURTESY PERIOD OR IF THE ZONING ADMINISTRATOR CHOOSES NOT TO ISSUE A COURTESY NOTICE, THE ZONING ADMINISTRATOR SHALL ISSUE A WRITTEN NOTICE TO COMPLY THAT:

1. IDENTIFIES THE OWNER OF RECORD AS SHOWN IN THE COUNTY RECORDER'S OFFICE, THEIR DESIGNATED AGENT, OR OTHER RESPONSIBLE PARTY;

2. IDENTIFIES THE DATE AND LOCATION OF EACH VIOLATION;

3. DESCRIBES EACH VIOLATION AND IDENTIFIES THE CODE SECTIONS VIOLATED;

4. SPECIFIES A THIRTY (30) DAY COMPLIANCE PERIOD WITHIN WHICH THE VIOLATION MUST BE CURED OR AS PROVIDED IN § 155.999[E](2)(F) THE SHORTENED COMPLIANCE PERIOD WITHIN WHICH THE VIOLATION MUST BE CURED;

5. ADVISES THE RESPONSIBLE PARTY OF THE RIGHT TO REQUEST AN ADMINISTRATIVE HEARING BEFORE THE APPEAL AUTHORITY PURSUANT TO § 155.999[F] BY FILING A WRITTEN APPEAL WITH THE ZONING ADMINISTRATOR WITHIN THE SAME THIRTY (30) DAY COMPLIANCE PERIOD;

6. ADVISES THAT IF THE NOTICE TO COMPLY VIOLATION(S) IS NOT CURED WITHIN ALLOWED TIME, A CIVIL PENALTY MAY BE ASSESSED AS FOLLOWS:

FIRST OFFENSE: \$500 A DAY;

SECOND OFFENSE (WITHIN 12 MONTHS OF THE FIRST): \$750 A DAY;

THIRD OR SUBSEQUENT OFFENSE (WITHIN 12 MONTHS OF THE SECOND OR SUBSEQUENT): \$1,000 A DAY.

THE NOTICE TO COMPLY SHALL SPECIFY THE AMOUNT TO BE ASSESSED EACH DAY TO THE RESPONSIBLE PARTY; AND

7. ADVISES THAT FAILURE TO EITHER FILE A TIMELY APPEAL OR TO CURE THE VIOLATION WITHIN THE COMPLIANCE PERIOD RENDERS THE NOTICE TO COMPLY

FINAL AND THAT CIVIL PENALTIES WILL BEGIN TO ACCRUE WITHOUT FURTHER NOTICE.

(B) THE ENFORCEMENT OFFICIAL SHALL SERVE THE NOTICE ON THE RESPONSIBLE PARTY BY:

1. POSTING A COPY OF THE WRITTEN NOTICE ON THE NONCOMPLIANT PROPERTY, AND

2. MAILING THE NOTICE THROUGH CERTIFIED MAIL OR A REPUTABLE MAIL TRACKING SERVICE THAT IS CAPABLE OF CONFIRMING DELIVERY. IF THE RESPONSIBLE PARTY IS THE PROPERTY OWNER OF RECORD, THEN MAILING SHALL BE TO THE LAST KNOWN ADDRESS APPEARING ON THE RECORDS OF THE COUNTY RECORDER. IF THE RESPONSIBLE PARTY IS ANY OTHER PERSON OR ENTITY OTHER THAN THE OWNER OF RECORD, THEN MAILING SHALL BE TO THE LAST KNOWN ADDRESS OF THE RESPONSIBLE PARTY ON FILE WITH THE COUNTY.

3. NOTWITHSTANDING THE FOREGOING, PERSONAL SERVICE UPON THE RESPONSIBLE PARTY SHALL BE SUFFICIENT TO MEET THE NOTICE REQUIREMENTS.

(C) FOLLOWING THE ISSUANCE OF A NOTICE TO COMPLY, ANY RESPONSIBLE PARTY SHALL CORRECT THE VIOLATIONS SPECIFIED IN THE NOTICE TO COMPLY. UPON CORRECTION OF THE SPECIFIED VIOLATIONS, THE RESPONSIBLE PARTY SHALL CONTACT THE ENFORCEMENT OFFICIAL IDENTIFIED IN THE NOTICE TO COMPLY TO REQUEST AN INSPECTION OF THE PROPERTY.

(D) REQUESTS FOR EXTENSIONS OF THE COMPLIANCE PERIOD MUST BE MADE IN WRITING, SIGNED BY ALL RELEVANT PARTIES, AND NOTARIZED PRIOR TO THE EXPIRATION OF THE THIRTY (30) DAY COMPLIANCE PERIOD. THE ZONING ADMINISTRATOR MAY APPROVE OR DENY EXTENSIONS, WITH WRITTEN NOTICE TO THE APPLICANT. DENIALS OF AN EXTENSION MAY BE APPEALED TO THE APPEAL AUTHORITY WITHIN TEN (10) DAYS OF WRITTEN DENIAL BY FILING A WRITTEN APPEAL PURSUANT TO § 155.999[F] AND PAYING A FEE IN THE AMOUNT AS PROVIDED IN THE COUNTY FEE SCHEDULE.

(E) NO APPEAL HEARING FOR THE NOTICE TO COMPLY OR CIVIL FINE AMOUNT WILL BE SCHEDULED UNLESS THE RESPONSIBLE PARTY TIMELY FILES A WRITTEN REQUEST AND PAYS THE

REQUISITE APPEAL FEE WITHIN THE APPROVED COMPLIANCE PERIOD. UPON RECEIVING A TIMELY REQUEST AND PAYMENT OF FEE, THE APPEAL AUTHORITY SHALL SET A HEARING WITHIN FORTY-FIVE (45) DAYS OF THE REQUEST AND SHALL PROVIDE WRITTEN NOTICE OF THE HEARING DATE, TIME, AND LOCATION TO THE APPELLANT AT LEAST TEN (10) DAYS IN ADVANCE.

(F) SUBSEQUENT VIOLATIONS WITHIN A ROLLING TWELVE (12) MONTH PERIOD SHALL RECEIVE REDUCED COMPLIANCE PERIODS: FIFTEEN (15) DAYS FOR A SECOND VIOLATION, AND ONE (1) CALENDAR DAY FOR A THIRD.

(G) RESPONSIBILITY: PAYMENT OF CIVIL FINES SHALL NOT RELIEVE THE RESPONSIBILITY OF ANY PERSON TO CORRECT THE VIOLATION OR MAKE PAYMENT OF SUBSEQUENTLY ACCRUED CIVIL FINES NOR SHALL IT REQUIRE THE COUNTY TO REISSUE ANY OF THE NOTICES REQUIRED BY THIS CHAPTER.

(3) CIVIL PENALTY ENFORCEMENT. UPON THE EXPIRATION OF THE APPLICABLE APPEAL PERIODS, UNDER THE POLITICAL SUBDIVISION LIEN AUTHORITY AS SET FORTH IN U.C.A. § 11-60-101 ET SEQ., AS AMENDED, EACH CIVIL FINE ASSESSED UNDER THIS CHAPTER SHALL CONSTITUTE A DIRECT CHARGE, AS DEFINED IN U.C.A. § 11-60-102(1) FOR CODE VIOLATIONS. THE COUNTY MAY COLLECT THE CIVIL FINES BY FILING A LIEN ON REAL OR PERSONAL PROPERTY OWNED BY THE PERSON ASSESSED HEREUNDER PURSUANT TO U.C.A. § 11-60-103. ADDITIONALLY, THE COUNTY MAY PURSUE COLLECTION THROUGH OTHER LEGAL MEANS INCLUDING SMALL CLAIMS JUDGMENT, LIENS, NOTICES OF NON-COMPLIANCE, AND THE RECOVERY OF REASONABLE ATTORNEY'S FEES AND COLLECTION COSTS. THE COUNTY'S DECISION TO PURSUE COLLECTION DOES NOT LIMIT ITS ABILITY TO APPLY OR PURSUE OTHER ENFORCEMENT MECHANISMS UNDER THIS SECTION CONCURRENTLY.

[F] APPEALS/ADMINISTRATIVE HEARING.

(1) APPEAL AUTHORITY. ADMINISTRATIVE HEARINGS UNDER THIS CHAPTER SHALL BE CONDUCTED BY THE COUNTY'S DESIGNATED APPEAL AUTHORITY PURSUANT TO § 155.030 AND U.C.A. § 17-27A-701. THE APPEAL AUTHORITY SHALL HEAR AND DECIDE SUCH MATTERS IN ACCORDANCE WITH THE POWERS, PROCEDURES, AND STANDARDS ESTABLISHED IN § 155.030. THE APPEAL AUTHORITY'S WRITTEN DECISION SHALL CONSTITUTE THE COUNTY'S FINAL ACTION FOR PURPOSES OF JUDICIAL REVIEW UNDER U.C.A. § 17-27A-801.

(2) RIGHT TO ADMINISTRATIVE HEARING.

(A) ANY PERSON AGGRIEVED BY A LAND USE DECISION OR DETERMINATION MADE BY A COUNTY OFFICER, EMPLOYEE, OR DESIGNEE IN THE ADMINISTRATION OR ENFORCEMENT OF THE COUNTY LAND USE CODE, SHALL HAVE THE RIGHT TO REQUEST AN ADMINISTRATIVE HEARING BEFORE THE APPEAL AUTHORITY PURSUANT TO § 155.030.

(B) TIME FOR FILING APPEAL.

1. VIOLATIONS OF LAND USE REGULATIONS. ANY PERSON WHO RECEIVES A WRITTEN NOTICE TO COMPLY SHALL HAVE FIFTEEN (15) CALENDAR DAYS FROM THE DATE OF SERVICE TO FILE A WRITTEN REQUEST WITH THE ZONING ADMINISTRATOR FOR AN ADMINISTRATIVE HEARING BEFORE THE APPEAL AUTHORITY PURSUANT TO § 155.030. FAILURE TO FILE A TIMELY REQUEST CONSTITUTES A WAIVER OF THE RIGHT TO APPEAL.

2. LAND USE DECISIONS – ADVERSELY AFFECTED PARTIES. ANY ADVERSELY AFFECTED PERSON SHALL HAVE FIFTEEN (15) CALENDAR DAYS FROM THE DATE OF ACTUAL OR CONSTRUCTIVE NOTICE OF A FINAL LAND USE DECISION TO FILE A WRITTEN REQUEST WITH THE ZONING ADMINISTRATOR FOR AN ADMINISTRATIVE HEARING BEFORE THE APPEAL AUTHORITY PURSUANT TO § 155.030. FAILURE TO FILE A TIMELY REQUEST CONSTITUTES A WAIVER OF THE RIGHT TO APPEAL.

(C) CONTENT OF APPEAL. EACH REQUEST FOR HEARING SHALL INCLUDE:

1. THE NAME AND CONTACT INFORMATION OF THE APPELLANT;

2. A COPY OF THE DECISION OR NOTICE BEING APPEALED;

**3. A CONCISE STATEMENT OF THE BASIS FOR THE APPEAL;
AND**

4. THE SPECIFIC RELIEF OR OUTCOME SOUGHT.

(3) DISTRICT COURT REVIEW. NO PERSON MAY PETITION FOR DISTRICT COURT REVIEW OF A LAND USE DECISION UNDER THIS SECTION UNTIL ALL ADMINISTRATIVE REMEDIES, INCLUDING THE ADMINISTRATIVE HEARING PROVIDED HEREIN, HAVE BEEN

EXHAUSTED AS REQUIRED BY U.C.A. § 17-27A-801(1) AND § 155.030. ANY PERSON ADVERSELY AFFECTED BY THE APPEAL AUTHORITY'S FINAL DETERMINATION MAY PETITION THE DISTRICT COURT WITHIN THIRTY (30) CALENDAR DAYS OF THE APPEAL AUTHORITY'S FINAL WRITTEN DECISION. THE PETITION MAY ONLY ALLEGE THAT THE DECISION WAS ARBITRARY, CAPRICIOUS, OR ILLEGAL, AND THE COURT'S REVIEW SHALL BE LIMITED TO THE ADMINISTRATIVE RECORD. ADDITIONAL EVIDENCE MAY BE CONSIDERED ONLY IF THE COURT FINDS IT WAS OFFERED TO, BUT IMPROPERLY EXCLUDED BY, THE APPEAL AUTHORITY.

[G] FIX-IT TICKETS. THE ZONING ADMINISTRATOR AND/OR THEIR DESIGNEE, BUILDING INSPECTOR, SHERIFF'S DEPUTIES, AND ANIMAL CONTROL OFFICERS ARE AUTHORIZED TO ISSUE FIX-IT TICKETS. THE TICKET SHALL SPECIFY THE ALLEGED VIOLATION AND A DEADLINE FOR CORRECTION.

(1) A PERSON AUTHORIZED TO ISSUE A FIX-IT TICKET MAY SET DOWN ON THE TICKET THE TERMS FOR WHICH THE TICKET IS ISSUED, WHICH SHALL GIVE THE PERSON RECEIVING THE FIX-IT TICKET A REASONABLE TIME IN WHICH TO RECTIFY THE PERCEIVED VIOLATION OF THIS CHAPTER OR OTHER ORDINANCES OF THE COUNTY.

(A) IF A PERSON RECEIVING A FIX-IT TICKET DOES NOT RESPOND AND RECTIFY THE PERCEIVED VIOLATION OF COUNTY ORDINANCES, INCLUDING THIS CHAPTER, WITHIN THE TIME PERMITTED BY THE ISSUER OF THE FIX-IT TICKET, THEN AND IN THAT EVENT SUCH FAILURE SHALL BE CONSIDERED A VIOLATION OF THE COUNTY ORDINANCES; AND

(B) A VIOLATION OF COUNTY ORDINANCES AND FAILURE TO RESPOND TO A FIX-IT TICKET IS A CLASS C MISDEMEANOR.

(2) THE COUNTY MAY PURSUE ADMINISTRATIVE/CIVIL PENALTIES, CRIMINAL PROSECUTION, OR OTHER ACTIONS CONCURRENTLY WITH OR INDEPENDENTLY OF ANY FIX-IT TICKET ISSUED.

[H] INSPECTIONS.

(1) UPON RECEIVING CONSENT FROM THE RESPONSIBLE PARTY AND DURING REASONABLE HOURS, THE ZONING ADMINISTRATOR, CODE ENFORCEMENT OFFICER, BUILDING OFFICIAL, OR THEIR DESIGNEE MAY ENTER PROPERTY TO INSPECT FOR COMPLIANCE.

(2) IF ACCESS IS DENIED AND THE OFFICIAL HAS PROBABLE CAUSE TO BELIEVE A VIOLATION EXISTS, THEY MAY APPLY TO A MAGISTRATE FOR AN ADMINISTRATIVE WARRANT AUTHORIZING ENTRY PURSUANT TO THE UTAH RULES OF CRIMINAL PROCEDURE RULE 40.

(3) CONSENT-BASED ENTRY DOES NOT REQUIRE A WARRANT.

PENDING:			
1	Commercial Design Standards	Directed by PC 3/28/2024	Tightened standards to avoid metal siding in future buildings, with discussions about building material requirements and aesthetic considerations (County Commission Meeting April 16, 2024)
2	Commercial Architectural Review and Landscaping TA	Directed by PC 6/13/2024	
3	Permanent Residence at Private	Directed by PC 9/26/2024	
4	Viewshed Ordinance	Directed by PC 9/26/2024	
5	Home Occupation/Short-term Rental Code TA**	Directed by CC 6/4/2024	Attorney's office working on initial draft of new code
6	Sign Code Overhaul TA	Directed by CC 6/4/2024	Comprehensive overhaul of signage regulations
7	Food Truck TA	Directed by CC 2/4/2025	
8	Cargo Containers TA	Directed by CC 4/1/2025	Research on Conex boxes showing current interpretation prohibits them as outdoor storage in many zones. Staff provided examples from other communities with restrictive codes. Discussion of allowing them on limited basis with standards for appearance, placement, and maintenance (County Commission Work Session April 1, 2025)
9	Code Enforcement TA	Directed by CC 4/15/2025	Comprehensive modernization providing civil and criminal remedy options, tiered penalty structure, aligned appeal procedures with state law. Removed broad third-party lawsuit provisions. Chris Tremea and Janet Christofferson helped draft. CC meeting on 6/3 remanded back to PC due to concerns about \$1,000/day penalties and appeal process (County Commission Meeting June 3, 2025, Planning Commission Meeting June 26, 2025)

10	Cemetery TA	Directed by CC 4/15/2025	Combined public and private cemetery definitions, established approval standards, landscaping requirements, and maintenance fund requirements for private cemeteries. Planning Commission recommended approval 4-0 on June 12 (County Commission Meeting July 1, 2025)
11	Geohazards TA	Directed by CC to CA in December 2024	Preliminary discussions with Mark Miller, Garrett Smith, and Bill Black. Proposed removing 25% slope prohibition to avoid regulatory takings, requiring geo hazard reports for properties exceeding 15% slope. PC meeting on 6/26 received additional directive to ask CC to officially direct staff, continued to 7/15. Generated significant public concern about landslide risks (Planning Commission Meeting June 26, 2025, County Commission Meeting July 1, 2025)
12	Public Notice TA	Directed by CC 6/3/2025	
13	Planning Commission TA	Directed by CC 7/1/2025	Add alternate planning commissioners and make the chair a voting member - Assigned to Kate

Monday, September 8 - PRE-CONFERENCE	
8:00am - 5:00pm	Meeting Time Available
7:30am - 2:00pm	Golf Tournament at Bountiful Ridge (BR)
9:00am - 12:00pm	UAC Natural Resources and Public Lands Meeting
12:00pm - 4:00pm	Utah Rural Leadership Academy (Coordinated by SUU)
12:00pm - 5:00pm	Exhibitor Move In
5:30 - 8:00pm	Board of Directors Meeting - Location TBD
Tuesday, September 9 - CONFERENCE DAY ONE	
7:30am - 5:00pm	Exhibitor Hours
7:00am - 5:00pm	Registration Open
7:30 - 8:30am	Breakfast and Exhibitor Time
8:30 - 9:15am	Opening General Session
9:15 - 9:30am	BREAK/Exhibitor Time
9:30am - 12:00pm	AFFILIATE BREAKOUTS
12:00 - 1:00pm	General Luncheon
1:00 - 3:00pm	AFFILIATE BREAKOUTS
3:00 - 3:15pm	BREAK/Exhibitor Time
3:15 - 5:00pm	AFFILIATE BREAKOUTS
5:00 - 8:00pm	Attendee dinner/games/county basket giveaway
Wednesday, September 10 - CONFERENCE DAY TWO	
7:00am - 1:30pm	Exhibitor Hours
7:30 - 9:00am	Breakfast and Exhibitor Time
9:00am - 10:00am	Keynote Speaker: Peter Cressy
10:00 - 10:15am	BREAK/Exhibitor Time
10:15am - 12:30pm	AFFILIATE BREAKOUTS
12:30 - 1:30pm	General Luncheon (Vendor bingo giveaway)
1:30 - 3:00pm	Exhibitor Move Out
1:30 - 3:00pm	AFFILIATE BREAKOUTS



2025 BUDGET CHANGE FORM

Date	7/1/2025
Department	IT
Department Head Signature	
Amount	\$1134.96
Move from GL Account#	General Fund
Move to GL Account #	10-4149-310

Put reason:

Our main servers warranty times out at the end of July. This is the cost to

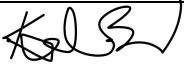
Renew the warranty until we can request a new server in 2026 that will have

A 7 year warranty before it will generally need to be replaced.

Clerk/Auditor Use Only	
Date Entered	



2025 BUDGET CHANGE FORM

Date	07/07/2025
Department	Fleet
Department Head Signature	
	Kate Becker
Amount	\$62,656 or \$34,692
Move from GL Account#	10-4150-520
Move to GL Account #	10-4460-800-000 County Motor Pool

Request to purchase 4 Fleet Vehicles + 1 tow package for Recreation trailer
Or 3 Fleet Vehicles + 1 tow package for Recreation trailer

Clerk/Auditor Use Only

Date Entered

Account Number	Account Title	2024-24 Cur Year Budget	01/24 Cur YTD Actual	2025-25 Requested Budget	2025-25 Adjustments	2025-25 Recommended Budget
10-4460-250-700	Emergency Management	7,500.00	0.00	0.00	.00	.00
10-4460-800-000	County Motor Pool	0.00	0.00	0.00	50,000.00	50,000.00
10-4460-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Fleet Management:		671,178.45	0.00	750,215.00	21,454.00	771,669.00



Preview Order Q23L - W8B - SuperCrew AWD - XL : Order Summary Time of Preview: 06/26/2025 14:44:28 Receipt: NA

Dealership Name : Young Ford of Ogden

Sales Code : F56555

Dealer Rep.	Jeff Heilesen	Type	Fleet	Vehicle Line	Maverick	Order Code	Q23L
Customer Name	STATE	Priority Code	H3	Model Year	2025	Price Level	560

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8B0 MAVERICK XL AWD	\$28145	JOB #3 ORDER	\$0
.121.0" WHEELBASE	\$0	FORD FLEET SPECIAL ADJUSTMENT	\$0
TOTAL BASE VEHICLE	\$28145	PRICE CONCESSION INDICATOR	\$0
OXFORD WHITE	\$0	REMARKS TRAILER	\$0
CLOTH	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
EBONY	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
EQUIPMENT GROUP 102A	\$125	FUEL CHARGE	\$0
.XL TRIM	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.2.0L ECOBOOST ENGINE	\$0	PRICED DORA	\$0
.AUTOMATIC TRANSMISSION	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1695
		MSRP	
TOTAL BASE AND OPTIONS			\$29965
DISCOUNTS			NA
TOTAL			\$29965

**Governemnt Order Sales Price \$27,964
MA3800**

ORDERING FIN: QS050 END USER FIN: QS050 PO NUMBER: undefined

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 12-191S Description: undefined Concession Amount: \$-1000.00

This order has not been submitted to the order bank.

This is not an invoice.

Kate Becker

From: Kevin Lyman <kevin.lyman@youngcommercial.com>
Sent: Tuesday, July 1, 2025 3:42 PM
To: Kate Becker
Subject: Re: Mavericks

4k tow pkg is 745

Kevin Lyman
Fleet Sales

Young Commercial Fleet and Equipment
3450 Wall Ave
Ogden, UT 84401

Kate Becker

From: Get Healthy Utah <info@gethealthyutah.org>
Sent: Tuesday, July 8, 2025 3:52 PM
To: Kate Becker
Subject: Re: County Designation

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

Thanks for reaching out! Because the designation is offered in partnership with the Utah League of Cities and Towns, we can only award it at a city and town level, not a county level.

That said, we would love to do what we can to help communities in Morgan County get designated. With prior approval, we do accept applications from unincorporated areas (we just need to be notified and give the thumbs-up first), and for small cities/towns we can accept county-level coalitions as their community health coalition.

Let me know if you want to chat more or if you have recommendations on how we can work better with Morgan County. So far we haven't had any communities from the area get designated and like you said, you're leading the state (and nation) in health. Seems like there's great potential here!

I'll also include [HERE](#) a link for our upcoming webinar in case it's helpful. It will be on Wednesday, July 16th from 12:00-12:45pm, and we'll be doing a general overview of the designation process. Feel free to share it with anyone interested. It will also be recorded and posted to our website.

Morgan Hadden, MPH, MBA, CHES

Program Coordinator

Get Healthy Utah

www.gethealthyutah.org

Social Media: [@GetHealthyUtah](#)

On Mon, Jul 7, 2025 at 11:52 AM Kate Becker <kBecker@morgancountyutah.gov> wrote:

Are Counties eligible for this designation? Morgan County is mostly unincorporated. And I understand that Morgan City would need to apply separately. Just curious as Morgan County has been listed in the top 10 healthiest counties in the U.S. 6 years in a row 😊

~Kate Becker



HEALTHY UTAH COMMUNITY

Healthy Utah Community Criteria

To qualify for the **Healthy Utah Community** designation, all cities/towns must (1) submit a letter of commitment, (2) organize a health coalition, (3) implement the minimum number of health strategies respective to population size, and (4) outline a 3-year community health plan.

To Qualify for the Designation:

1. SUBMIT A LETTER OF COMMITMENT (required):

- ☐ Submit a letter from the mayor and city council (or equivalent) that indicates a commitment to include health and health equity in government processes. Applicants may use a letter template provided by Get Healthy Utah.

2. ORGANIZE A COMMUNITY COALITION (required):

- ☐ Organize or identify a community health coalition to oversee the receipt and maintenance of the Healthy Utah Community designation.

The coalition should:

- Consist of at least FOUR individuals
- Meet together at least QUARTERLY

3. IMPLEMENT HEALTH STRATEGIES (required):

- ☐ Implement evidence-based health strategies in the following three categories: **Active Living**, **Access to Healthy Food**, and **Mental Health**. The number of strategies that must be implemented depends on the size of the community:
 - **Small Communities (Population: 0 - 9,999)**
 - Implement one strategy from each category (3 total)
 - **Mid-Sized Communities (Population: 10,000 - 64,999)**
 - Implement two strategies from each category (6 total)
 - **Large Communities (Population: 65,000+)**
 - Implement three strategies from each category (9 total)

4. DEVELOP A COMMUNITY HEALTH PLAN (required):

- ☐ Submit a community health plan outlining additional health strategies that will be implemented over the next three years. Fulfillment of this health plan will qualify a community for redesignation at the end of the three years. Applicants may use a template provided by Get Healthy Utah.

MAINTAINING THE DESIGNATION

The Healthy Utah Community designation lasts for three years. Following the third year, a community must reapply. Redesignation will be awarded if the community fulfilled their community health plan by implementing additional health strategies since first designated. The number of additional strategies needed depends on the size of the community:

- **Small Communities:** Implement one additional strategy every three years (one total)
- **Mid-Sized Communities:** Implement two additional strategies every three years (two total)
- **Large Communities:** Implement three additional strategies every three years (three total)

The community health coalition will over see the fulfillment of the community health plan, and plays a key role in maintaining the designation over time.

1. LETTER OF COMMITMENT

SAMPLE TEMPLATE

*Each qualifying community should submit a letter of commitment from the mayor.
Please personalize the following letter to best reflect your commitment to health promotion.*

<<Date>>

<<Community Name>>

<<Street Address>>

<<City, State, Zip Code>>



Dear Get Healthy Utah and the Utah League of Cities and Towns,

Thank you for the opportunity to apply for the Healthy Utah Community designation. It is with great pleasure that I submit <<**COMMUNITY NAME**>> as a qualified candidate. <<**COMMUNITY NAME**>> understands that health is foundational to a high-quality of life and is committed to providing all residents with equitable opportunities to live well.

In preparation for applying for the designation, <<**COMMUNITY NAME**>> has made great strides in ensuring that every resident has access to healthy food, opportunities to be physical active, and resources to support mental health. To qualify as a Healthy Utah Community, <<**COMMUNITY NAME**>> has... <<**SUMMARY OF EFFORTS/QUALIFICATIONS**>>.

Moving forward, <<**COMMUNITY NAME**>> has every intention to continue prioritizing health in our community and government processes. We commit to addressing health equity by seeking out further opportunities to address health needs in our community, particularly among the most vulnerable, and look forward to fulfilling our 3-year community health plan.

As mayor, I understand that decisions made by local government leaders have the potential to improve the lives of our residents. I am excited and committed to uphold health as a key priority during my leadership and administration.

Sincerely,

<<Mayor Name>>

<<Mayor Signature>>

2. HEALTH COALITION

Coalition Information

Establish a coalition of diverse stakeholders to oversee earning and maintaining the Healthy Utah Community designation, or add this responsibility to an existing coalition. The coalition will ensure the community qualifies, complete the application, develop the community health plan, and oversee it's implementation. The coalition requires a minimum of four individuals to meet quarterly. For best outcomes, we encourage you to include members from underrepresented populations and recommend representation from the following sectors:

- City leadership
 - Local health department
 - Local hospital
- Local school district
 - Business leaders
 - Community members, etc.

Name of the Coalition:

Date Coalition Was Organized:

Frequency the Coalition Meets:

Organization	Name of Coalition Member	Position (Title, Department)

Comments about the Coalition:

3. HEALTH STRATEGIES

Requirements

Please indicate the size of your community:

- ☐ **Small Community (Population: 0 - 9,999):** Implement one strategy from each category (3 total)
- ☐ **Mid-Sized Community (Population: 10,000 - 64,999):** Implement two strategies from each category (6 total)
- ☐ **Large Community (Population: 65,000+):** Implement three strategies from each category (9 total)

Indicate which of the strategies your community has implemented from the strategy list on the back, and then provide a summary of each.

Small Community (3)

Strategy Implemented	Summary of Efforts
Category: Strategy:	
Category: Strategy:	
Category: Strategy:	

Mid-Sized Community (6)

Strategy Implemented	Summary of Efforts
Category: Strategy:	
Category: Strategy:	
Category: Strategy:	

Large Community (9)

Strategy Implemented	Summary of Efforts
Category: Strategy:	
Category: Strategy:	
Category: Strategy:	

3. HEALTH STRATEGIES

ACTIVE LIVING:

- ☐ Conduct a messaging campaign to promote physical activity in your community
- ☐ Offer free and/or low-cost community sports programs for both adults and children
- ☐ Organize a free or low-cost fitness event for your community
- ☐ Develop a new walking/biking trail or add to an existing one
- ☐ Add wayfinding signage for trails that provide both time and distance for routes
- ☐ Address active transportation connectivity gaps between key community destinations
- ☐ Conduct a movability audit
- ☐ Establish joint-use agreements for a physical activity facility, such as a school playground, pool, etc.
- ☐ Improve physical activity among youth by promoting a physical activity resource, program, or best practice in schools (ex: Safe Routes to School)
- ☐ Create an active transportation plan or update an existing one
- ☐ Adopt an ordinance that requires new subdivisions to provide sidewalks and lights
- ☐ Adopt a Complete Streets policy requirement for new development
- ☐ Update ordinances, zoning, and land use policies to promote physical activity and active transportation
- ☐ Provide supplemental infrastructure to improve walk and bike-friendly environments in your community (ex: add bicycle racks, water stations, etc.)
- ☐ Implement a Crime Prevention Through Environmental Design strategy to improve public safety while recreating outdoors
- ☐ Partner with a local organization to implement a program listed on the Physical Activity Menu of Services
- ☐ Implement one new worksite wellness strategy around physical activity among city employees and/or local businesses
- ☐ Other:

ACCESS TO HEALTHY FOOD:

- ☐ Conduct a messaging campaign to promote healthy eating in your community
- ☐ Establish a farmers market that accepts SNAP benefits
- ☐ Establish a community garden
- ☐ Create an edible park/food forest
- ☐ Host a community program to promote healthy eating (ex: seed exchange, gardening classes, cooking classes, etc.)
- ☐ Improve healthy eating among youth by promoting a healthy eating resource, program, or best practice in schools
- ☐ Improve access to emergency food by establishing a food pantry/program or improving an existing one
- ☐ Update ordinances, zoning, and land use policies to allow for better opportunities for urban agriculture
- ☐ Adopt ordinances that allow backyard poultry/animal husbandry
- ☐ Provide financial incentives for a grocery store to locate in an underserved area
- ☐ Improve the food retailer landscape (ex: expedite permitting for new stores that offer healthy food, limit the density of unhealthy food retailers, etc.)
- ☐ Implement a sugar-sweetened beverage tax
- ☐ Encourage menu labeling with nutrition facts
- ☐ Promote enrollment in SNAP, WIC, school meal program, and other food access programs
- ☐ Conduct a Community Food Assessment or healthy food access audit
- ☐ Create a Food Policy Council or Task Force tasked with identifying recommendations for your community to follow.
- ☐ Adopt a city plan to improve access to healthy food in your community such as revising the general plan, adopting a Food Charter, creating a Community Food System Plan, etc.
- ☐ Partner with a local organization to implement a program listed on the Healthy Food Access Menu of Services
- ☐ Implement one new worksite wellness strategy around healthy food among city employees and/or local businesses
- ☐ Other:

MENTAL HEALTH:

- ☐ Destigmatize mental illness through a community campaign or event
- ☐ Increase awareness of mental health hotlines or local resources available in your community
- ☐ Offer suicide prevention trainings for individuals and/or organizations in your community
- ☐ Train first responders on mental health crises and suicide prevention
- ☐ Address mental illness among youth by promoting a mental health resource, program, or best practice in schools
- ☐ Implement a strategy to promote safe use and disposal of medications (ex: provide medication disposal services, educational campaigns, or programs)
- ☐ Implement a strategy to promote safe use of guns (ex: provide free gun locks/safes to community members, educational campaigns, or safety classes)
- ☐ Implement policies that limit access to addictive substances (ex: limit the density of alcohol outlets, regulate use of cigarettes/vaping devices etc.)
- ☐ Provide free Naloxone training and rescue kits to community members
- ☐ Host a reoccurring community event that promotes social connection among a vulnerable demographic (ex: lunches for the elderly, afterschool programs, etc.)
- ☐ Beautify, enhance, or create a section of the community that promotes social gathering and connection
- ☐ Partner with a local organization to implement a program listed on the Mental Health Menu of Services
- ☐ Implement one new worksite wellness strategy around mental health among city employees and/or local businesses
- ☐ Other:

4. COMMUNITY HEALTH PLAN

Community Information

Community Name:

Population:

Community Size:

☐

Small Community
(pop. 0 - 9,999)

☐

Mid-Sized Community
(pop. 10,000 - 64,999)

☐

Large Community
(pop. 65,000+)

Community Health Status

- Review the health data for your community found on the [Utah Healthy Places Index](#).
- Run a Community Snapshot Report for your small area on the [Public Health Indicator Based Information System \(IBIS\)](#). Include all available health indicators and review the results.

Based on the data and community input, what are the three greatest health needs for your community? Why? What factors are influencing these aspects of health?

Which demographic groups are experiencing the worst health outcomes? Consider race/ethnicity, age, geographic location, gender, etc. What factors are influencing these disparities?

Community Health Plan

What strategies will you implement over the next three years to address the health needs and health disparities you have identified?

Small communities must implement **one** strategy. *Mid-Sized communities* must implement **two** strategies. *Large communities* must implement **three** strategies. Strategies may come from the recommended list, or be your own.

Health Need/Focus Area	Strategy to be Implemented within 3 Years
<i>Small (1)</i>	
<i>Mid-Sized (2)</i>	
<i>Large (3)</i>	

Redesignation will be awarded after three years if the health strategy(s) above are successfully implemented.

Kate Becker

From: Garrett Smith
Sent: Thursday, July 3, 2025 4:20 PM
To: Blaine Fackrell; Matt Wilson; Mike Newton; Raelene Blocker; Vaughn Nickerson
Cc: Kate Becker
Subject: FW: NEW NATIONAL OPIOID SETTLEMENT NOTICE - Purdue - RefNum CL-1737652
Attachments: national_opioid_settlement_notice_settlement_overview.pdf

Wanted to get this on your radar. The prior Commission gave me authority to make settlement decisions and sign documents to obtain opioid settlement distributions. Please take a look at this email and attachment. I will ask Kate to put a discussion about this on the July 15th agenda so the Commission can decide whether to renew the grant of authority for me to handle this opioid settlement as well.

Warm regards,

Garrett T. Smith
County Attorney
Morgan County Attorney's Office
PO Box 886
Morgan, UT 84050
Direct: 801-845-4080
Fax 801-845-6006

**This Email is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. The information contained in this Email is intended only for use of the individual or entity named above.

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From: National Opioid Settlements Implementation Administrator <opioidsparticipation@rubris.com>
Sent: Thursday, July 3, 2025 2:28 PM
To: Garrett Smith <gsmith@morgancountyutah.gov>
Subject: NEW NATIONAL OPIOID SETTLEMENT NOTICE - Purdue - RefNum CL-1737652

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

To: Morgan County, UT
Rubris Reference Number: CL-1737652

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENT
AND UPCOMING ACTION NEEDED TO PARTICIPATE**

This notice concerns the opportunity to participate in a proposed nationwide settlement agreement that has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

Please read this email and the attached document carefully. The attached document provides additional information concerning the new proposed national opioid settlement involving Purdue and the Sacklers.

Your subdivision might have participated in the national opioid settlements with Johnson & Johnson/Janssen, the three Distributors (Cardinal, AmerisourceBergen (Cencora), and McKesson), Teva, Allergan, CVS, Walgreens, and Walmart, and/or Kroger Co. Your subdivision may participate in the settlement even if it did not participate in a prior national settlement. Additionally, your subdivision may participate in the settlement whether or not it sued Purdue or the Sacklers.

In the next few weeks, you will receive additional information and documentation to sign and return if you wish to join the new proposed national opioid settlement with Purdue and the Sacklers. Please review the list of individuals on this email and contact the Implementation Administrator at opioidsparticipation@rubris.com if someone else at your subdivision should receive communications about this settlement.

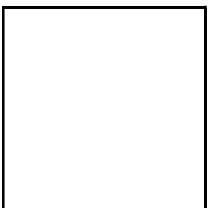
Questions about this notice or the process for receiving and submitting the required Settlement Participation Forms may be directed to your attorney, the Implementation Administrator at opioidsparticipation@rubris.com, or your Attorney General's Office.

If your subdivision is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this notice.

Thank you,

Implementation Administrator for the Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.



***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

Exhibit: C

**ONE UTAH
OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING**

1. Recitals and General Principles.

1.1. The people of the State of Utah, its counties, and its communities have been harmed by the opioid epidemic, which was caused by Pharmaceutical Supply Chain Participants.¹

1.2. The State of Utah, *ex rel.* Sean Reyes, Attorney General (the “State”), and most of the counties in Utah are separately engaged in litigation and other actions seeking to hold the Pharmaceutical Supply Chain Participants accountable for the opioid epidemic.

1.3. The Parties desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misfeasance, malfeasance, and nonfeasance throughout their respective geographic areas.

1.4. The Parties enter into this One Utah Opioid Settlement Memorandum of Understanding (“MOU”) to determine the allocation of Settlement Funds and set forth certain other terms under which the Parties may jointly agree to a Settlement.

1.5. The parties recognize that, based on settlement discussions under consideration with certain Pharmaceutical Supply Chain Participants, the anticipated amount of Settlement Funds increases as more counties, cities, and towns participate in a Settlement, and that the maximum amount of Settlement Funds may be achieved only if the State and all counties, cities, and towns agree to a Settlement. Without such global agreement within Utah, the amount of Settlement Funds is likely to be reduced.

1.6. Any Settlement will require subsequent acceptance and approval by any settling Parties of a formal written Settlement agreement, including the execution of required releases of claims.

1.7. By entering into this MOU, each Party reserves, in its sole discretion, its rights to:

- 1.7.1 Participate or not participate in any Settlement;
- 1.7.2 Maintain, pursue, and prosecute its existing and potential legal claims;
- 1.7.3 Resolve its claims as it sees fit; and
- 1.7.4 Resolve its claims independent of the other Parties.

Provided, however, if a County elects not to enter into a settlement of the Litigation, the County shall not participate or be entitled to, Settlement Funds.

1.8. By entering this MOU, no Party is acquiescing to or giving jurisdiction over any element of its actions, including control over payment of attorney fees, to any federal court, including MDL 2804 - National Prescription Opiate Litigation. The parties enter this MOU relating to the allocation as a preliminary non-binding agreement understanding that it only provides a basis to draft formal documents which will effectuate the Parties’ agreement.

¹ Capitalized terms not defined contemporaneously are defined in Section 2.

1.9 This MOU has been drafted collaboratively by the Parties to maintain the Parties' existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.

2. Definitions.

As used in this MOU:

2.1. "Administrator" shall mean the person or entity responsible for compiling data and information from the Settling Parties.

2.2. "Approved Uses" shall mean those uses identified in Exhibit A, Opioid Settlement Funds – Approved Uses.

2.3. "County(ies)" shall mean each county that has signed this MOU on its own behalf as a political subdivision of the state pursuant to Utah Code Ann. § 17-50-101(1).

2.4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants AmerisourceBergen, Cardinal, McKesson, and Janssen seeking to hold them accountable for the opioid epidemic, including any kind of injury caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids. It is the intent of this MOU that the term litigation shall apply to all claims, whether or not asserted by a Party.

2.5. "Local Governments" shall mean all counties and municipalities located within the geographic boundaries of the State.

2.6. "Municipalities" shall mean those entities defined in Utah Code Ann. § 10-1-104.

2.7. "National Settlement Fund Administrator" shall mean the person or entity responsible for enforcing the provisions of any national Settlement or bankruptcy plan, whether called an "administrator," "trustee," "board," or the functional equivalent of those terms.

2.8. "Opioid Litigation Settlement Restricted Account" shall mean the restricted account established within the General Fund pursuant to Utah Code Ann. § 51-9-801.

2.9. "Party(ies)" shall mean the State and all Local Governments, whether represented by outside counsel or not, whether involved in Litigation or not, which have signed this MOU.

2.10. "Pharmaceutical Supply Chain Participant" shall mean any entity or individual that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

2.11. "Settlement" shall mean the negotiated resolution of the Litigation when that resolution has been jointly entered into by all the Parties, or if jointly entered into by fewer than all the Parties, this MOU is incorporated by the Settling Parties.

2.12. "Settlement Funds" shall mean monetary amounts obtained through a Settlement on or after the date of this MOU.

2.13. "Settling Parties" shall mean the State and any Local Governments which accept a Settlement and sign the corresponding Settlement agreement.

3. Allocation of Settlement Funds.

3.1. All Settlement Funds, other than those directed to attorney fees and costs, regardless of allocation, shall be utilized consistent with the Approved Uses, as ultimately memorialized in a written Settlement agreement which shall become an order of the Litigation courts or other tribunals, including bankruptcy courts. Compliance with the Approved Uses shall be verified as set forth in Section 7.

3.2. 50% of the Settlement Funds shall be allocated to the State ("State Share").

3.3. 50% of the Settlement Funds shall be allocated to the Settling Party Counties ("Local Government Share").

4. Mechanism for Directing Settlement Funds to Approved Uses.

4.1. The State Share shall be deposited by the National Settlement Fund Administrator into the Opioid Litigation Settlement Restricted Account and disbursed pursuant to the terms of that statute.

4.2. The Settling Party Local Governments' Share shall be distributed by the National Settlement Fund Administrator directly to each settling County pursuant to the percentages set forth in Exhibit B (adopted from <https://allocationmap.iclaimsonline.com/>) or, on County instructions, to the Utah attorney fee and expense fund established in Section 6.

5. Local Government Allocation.

5.1. As provided for in this Agreement the funds allocated to Each settling County shall be paid to the County directly and the County and its constituent municipalities may distribute the settling County's share of the Settlement Funds among all of the jurisdictions in that county in any manner they choose, consistent with the requirements set forth in the Settlements.

5.2. This Memorandum of Understanding shall apply only to settlements with AmerisourceBergen, Cardinal, McKesson, and Janssen, and provided that 95%, by population, of the litigating political subdivisions agrees to participate in the relevant settlement agreement.

6. Payment of Counsel and Litigation Expenses.

6.1. The parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

6.2. In the event that there is a national fund established to pay attorney fees related to a Settlement ("National Fund"), the Counties may, but are not required to, in a formal Settlement agreement establish a Utah attorney fee and expense fund ("Utah Fund") from which counsel for the Settling Parties may seek payment of their attorney fees and costs not paid from a National Fund. Prior to applying to a Utah Fund, counsel for the Settling Parties must first apply for payment of attorney fees from a National Fund, after which it may seek its fees from the Utah Fund for any deficiency.

6.3. No portion of the State Share shall be used for the payment of Settling Party Local Government attorney fees and no portion of the State Share shall be used to establish the Utah Fund; no Settling Party Local Government Settlement Funds and no part of the Utah Fund shall be used for the payment of State attorney fees.

6.4. If a Utah Fund is insufficient to pay the total amount of contingency fees to all counsel for the Settling Parties, all fees will be reduced proportionately, i.e., all fees will be reduced by the same percentage so that no counsel shall receive a higher percentage of its allowed fee than any other counsel. In other words, counsel for the Settling Parties shall apply for an allocation from a Utah Fund based on its clients' recovery and calculated by its fee percentage in the contract, but pro-rated to the extent the Utah Fund is insufficient for complete recovery of all fees to all counsel.

6.5. In no event shall counsel for any Settling Party receive an attorney fee in excess of the amount or percentage set forth in its representation agreement or 15%, whichever is the smaller amount, nor shall counsel for any Settling Party receive reimbursement for costs and expenses in excess of its actual costs and expenses or in excess of its reimbursement rights under its representation agreement.

6.6. Counties which did not retain outside counsel may not apply to any Utah Fund for payment of any attorney fees or costs.

6.7. The Counties participating in the Settlement pursuant to this MOU shall oversee any Utah Fund. The State shall bear no responsibility and waives any right it may have to oversee any Utah Fund. All expenses in administering the Utah Fund are the responsibility of the participating Counties.

6.8. If any Party is represented by more than one law firm, the Party shall be responsible for distribution of their client's attorney fees and costs.

6.9. Any funds remaining in the Utah Fund in excess of the amounts needed to cover private counsels' representation agreements shall revert to the Counties according to the percentages set forth in this MOU.

7. Compliance Reporting and Accountability.

7.1. At least annually, the Administrator shall provide an up-to-date accounting of payments and uses of Settlement Funds. The Administrator shall also provide an up-to-date accounting of payments and uses of Settlement Funds upon written request of a Settling Party.

7.2. Settling Party Local Governments shall file with the Administrator on or before May 30 of each year a proposed plan detailing the anticipated use of the Settlement Funds including (1) the amount of funds it anticipates disbursing; and (2) the proposed uses of those funds. For the State, on or before May 30 of each year, the Administrator shall make available to the other Settling Parties a plan detailing the same categories of information.

7.3. Settling Party Local Governments shall file with the Administrator, and the Administrator shall make available for the State to the Settling Parties, on June 30 of each year in which Settlement Funds are received, an annual report detailing the use of the Settlement Funds received including (1) the amount of funds received by that Settling Party; (2) the allocation of the funds received (listing the recipient of a third party, the program funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. The State shall provide this information separately to the appropriate authority designated in a Settlement document.

7.4. Out of any Settlement Funds, administrative expenses shall not exceed 1% of the Settlement Funds recovered by the State or any Settling Party.

7.5. Each Settling Party shall maintain, for at least the prior five (5) years, records of expenditures of Settlement Funds and documents underlying those expenditures, so the Settling Party can verify that all Settlement Funds are utilized consistent with this MOU, including the Approved Uses.

7.6. At least annually, each Settling Party shall publish on its website a report detailing for the preceding year (1) the amount of Settlement Funds received, and (2) the allocation of any distributions from the Settling Party's Settlement allocation (listing the recipient, the amount distributed, the program funded, and disbursement terms).

7.7. If it appears to any Settling Party that another Settling Party is using or has used Settlement Funds for non-Approved Uses, the objecting Settling Party may on written request seek the documentation underlying the report(s) described in this MOU. The Settling Party receiving such request shall have fourteen (14) days to provide the requested information. The objecting Settling Party and the Settling Party receiving such request may extend the time for compliance with the request only upon mutual written agreement.

7.8. Each Settling Party may object to an allocation or expenditure of Settlement Funds by any other Settling Party solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provisions this MOU, including the Approved Uses; or (2) violates the limitations set forth in Section 7.4. with respect to compensation of the Trustee.

7.9. Following a request and production of information pursuant to Section 7.7. and when it appears that Settlement Funds are being or have been spent on non-Approved Uses, the objecting Settling Party may seek and obtain in an action in the Third District Court of Utah in Salt Lake County an injunction prohibiting the misusing Party from spending any Opioid Funds on non-Approved Uses and requiring the misusing Party to return the monies that were spent on

non-Approved Uses after notice as is required by the rules of civil procedure. So long as an action is pending, distribution to the misusing Party of Opioid Funds temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but which have not been returned by the time the action is resolved.

7.10. In an action brought pursuant to Section 7.9., attorney fees and costs shall not be recoverable.

ACCEPTED by the undersigned and executed this 25th day of March, 2024.

Signature: 

Name: Spencer E. Austin

Title: Chief Criminal Deputy

Subdivision: Utah Attorney General's Office

Exhibit: C-A

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service—Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication—Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE
PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit: C-B

Exhibit B to One Utah Opioid Settlement MOU
County Allocations

<u>County</u>	<u>Allocation Percentage</u>
Beaver	0.228%
Box Elder	1.464%
Cache	2.649%
Carbon	2.718%
Daggett	0.028%
Davis	8.695%
Duchesne	0.641%
Emery	0.938%
Garfield	0.147%
Grand	0.304%
Iron	1.622%
Juab	0.352%
Kane	0.439%
Millard	0.355%
Morgan	0.216%
Piute	0.022%
Rich	0.061%
Salt Lake	42.271%
San Juan	0.249%
Sanpete	1.013%
Sevier	0.661%
Summit	0.944%
Tooele	2.233%
Uintah	0.866%
Utah	15.426%
Wasatch	0.601%
Washington	4.865%
Wayne	0.109%
Weber	9.883%