



MORGAN COUNTY COMMISSION MEETING AGENDA

September 2nd, 2025

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.

4:00 WORK SESSION

1. ClearGov training
2. Special Funds, interest allocation, clarification on new funds

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from August 19th, 2025.
2. Notice: I-84 Mountain Green Interchange Environmental Assessment, finding of no significant impact.
3. Notice: Fire Restrictions Amendment of Order #UTCLO2505 Stage 2 Restriction Rescindment and Stage 1 Restriction Order.

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentations

1. **Ty Bailey, Morgan City Manager** Annual RDA Report
2. **Casey Basaker, Morgan County HR** AI training and PSHRA Conference recap
3. **Amanda Christensen, USU Extension** Programs in Morgan County

(F) Action Items

1. **Amanda Christensen, USU Extension** Discussion/Decision – Budget Adjustment
Discussion and decision on a budget adjustment for employee COLA
2. **Casey Basaker** – Discussion/Decision – Budget Adjustment
Discussion and decision on a budget adjustment for Garbage Enterprise Fund benefits
3. **Luke Majewski** – Discussion/Decision – Citizen Request
Discussion and decision on a request for a community fundraiser event at the Morgan County Airport. This is a car show/plane show. The proceeds from this fundraiser will go to the Mountain Green Fire Department and the airport.
4. **Hon. Corey Stark** – Discussion/Decision – Morgan County Sheriff
Discussion decision on Animal Control contract verses an Animal Control Building
5. **Cindee Mikesell** – Discussion/Decision – Morgan County Clerk/Auditor's Office
Discussion and decision on **Resolution CR 25-48** adding past-due garbage debts on the 2025 Tax Notices

MORGAN COUNTY COMMISSION MEETING AGENDA

6. **David Vickers** – Discussion/Decision – Morgan County Fire Warden
Discussion and decision on the Cooperative Wildfire System Policies and Procedures for 2025.
7. **Hon. Morgan County Commission** – Discussion/Decision – Budget Discussion
Discussion and decision on entering into a long-term rental agreement for land from Mountain Green Sewer Improvement District behind Kent Smith Park.
8. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
Discussion and decision on a budget adjustment offsetting car show revenue and expenses.
9. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
Discussion and decision on amendments to **Resolution CR 25-30** the Fairgrounds Rental Agreement and additional discussion on overnight horse layover stays.
10. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
Discussion and decision on recommendations from the Council of Governments for expenditures out of Fund 17
11. **Kate Becker** – Discussion – Morgan Administrative Manager
Need to set a date for discussion on a Pre-Incorporation Feasibility Study
12. **Kate Becker** – Discussion – Morgan Administrative Manager
Affirming or appointing the Morgan County seat on the Weber Basin Water Conservancy District.

(G) Commissioner Comments

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

The undersigned does hereby certify that the above notice and agenda were posted as required by law the 28th day of August 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.

ClearGov for Reviewers

Getting into ClearGov

- Go to cleargov.com
- Click Sign In
- Enter Email
- Enter password
- Click continue

Go Into Morgan County 2026 Budget

The screenshot shows the ClearGov dashboard for Morgan County. The left sidebar contains a navigation menu with 'My Dashboard' selected, followed by 'BUDGET' (with a dropdown arrow) and 'TOOLS' (with a dropdown arrow). Under 'BUDGET', 'Operational Budgeting' is listed. Under 'TOOLS', 'Financials', 'Fund Balance', 'Debt', 'Demographics', and 'User Management' are listed. The main content area has a header with 'Morgan' and a welcome message: 'Welcome to Your New Dashboard! Check out recently viewed items and easily access train...'. Below this is a greeting: 'Good Morning, Casey.' The 'Recently Viewed' section displays two items: 'MORGAN COUNTY 2026 BUDGET' (highlighted in yellow, with a dollar sign icon, 'Operational Budgeting', and date 'Aug 27, 2025') and 'Morgan County 2025' (with a dollar sign icon, 'Operational Budgeting', and date 'Aug 6, 2025'). The 'Your Subscriptions' section lists four categories: 'Plan & Track' (with sub-items 'Strategic Planning' and 'Capital Project Tracking'), 'Budget' (with sub-items 'Capital Budgeting', 'Personnel Budgeting', and 'Operational Budgeting' which is checked), 'Report' (with sub-items 'Digital Financial Reports' and 'Digital Budget Books'), and 'Engage' (with sub-items 'Transparency' and 'Online Forms').

ClearGov

My Dashboard

BUDGET ▼

Operational Budgeting

TOOLS ▼

Financials

Fund Balance

Debt

Demographics

User Management

Morgan

Welcome to Your New Dashboard! Check out recently viewed items and easily access train...

Good Morning, Casey.

Recently Viewed

MORGAN COUNTY 2026 BUDGET
\$ Operational Budgeting Aug 27, 2025

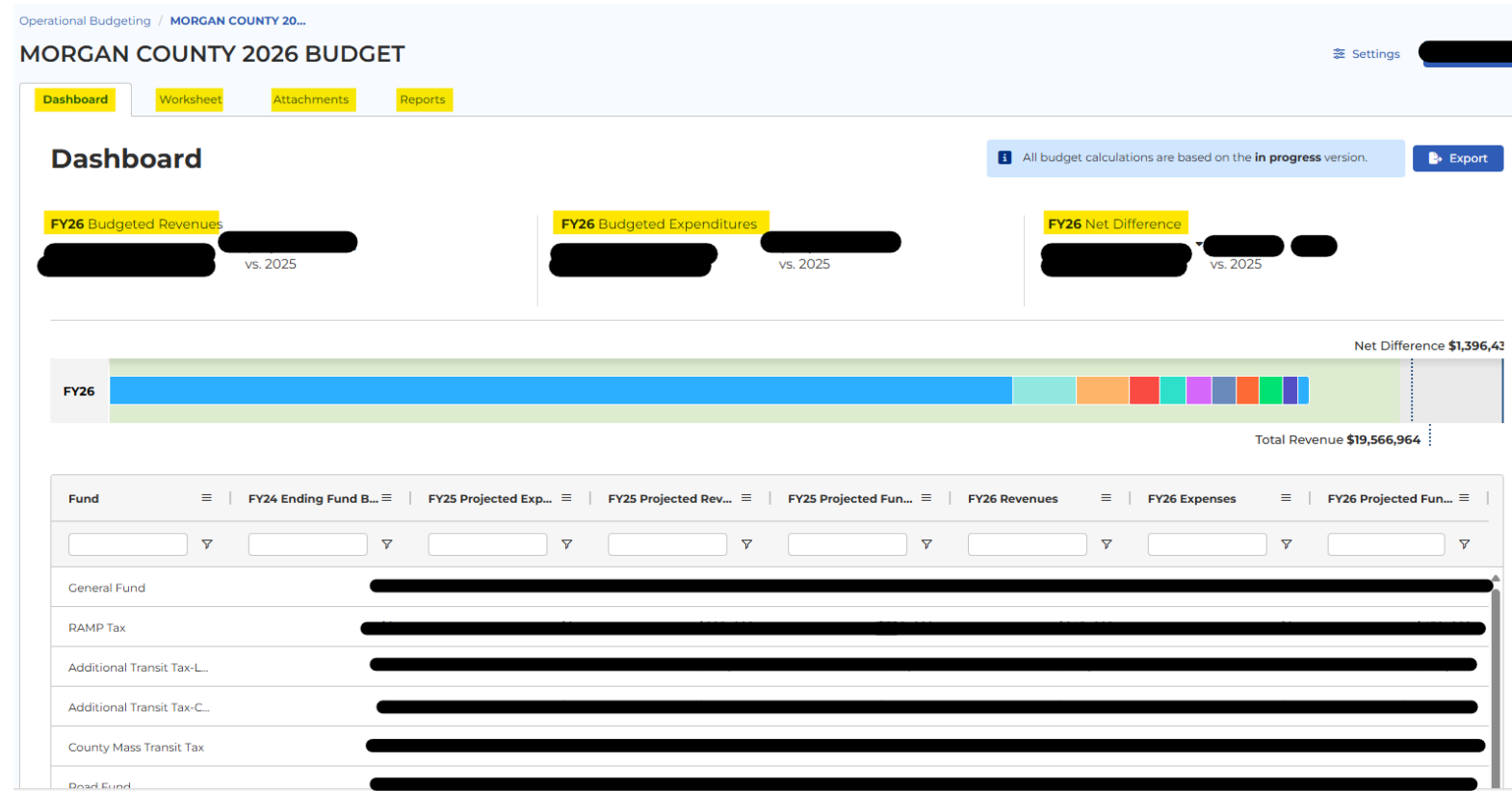
Morgan County 2025
\$ Operational Budgeting Aug 6, 2025

Your Subscriptions

Plan & Track	× Strategic Planning	× Capital Project Tracking	
Budget	× Capital Budgeting	× Personnel Budgeting	✓ Operational Budgeting
Report	× Digital Financial Reports	× Digital Budget Books	
Engage	× Transparency	× Online Forms	

Dashboard View

- From dashboard you can see a high-level overview of the budget
- You will be able to see previous years budgets
- You can see the budgeted revenues
- You can see the budgeted expenditures
- You can see Net Differences



Worksheet

- Worksheet is where you are going to be reviewing the budget in detail
- I would recommend editing your view to only see FY25 Actuals, FY25 Adopted Budget, and FY25 Projected, so that it is less confusing
- Clicking on the three dots will allow you to be able to add a comment, add a note, or add an attachment

Worksheet

Worksheet - Inputting and Submitting All Funds Operational Budgeting Requests

If you have any questions about this page functionality, please consult this course and ClearGov Academy.

Begin Course

Show Hidden (7)

Maximize

Export

Drag here to set row groups

Reset View

General Information		Budget	FY26 Requested	Actions
Description	Account ID		Value	
General Property Taxes - Curre...	10-3110-000-000		\$4,412,908.00	...
Prior Years Taxes - Delinquent	10-3120-000-000		\$125,000.00	...
General Sales And Use Taxes	10-3130-000-000		\$2,015,370.00	...
Property Tax - Assessing & Coll...	10-3140-000-000		\$796,945.00	...
Fee In Lieu Of Tax	10-3140-100-000		\$348,533.00	...
DNU Transient Room Tax	10-3150-000-000		\$0.00	...
DNU Restaurant Tax	10-3155-000-000		\$0.00	...
DNU Tourism Tax	10-3160-000-000		\$0.00	...
1/4% Sales Tax	10-3161-000-000		\$859,765.00	...

Columns

FY21 Adopted Budget

FY22 Actuals

FY22 Adopted Budget

FY23 Actuals

FY23 Adopted Budget

FY24 Actuals

FY24 Adopted Budget

FY25 Actuals

FY25 Adopted Budget

FY26 Budgeted

Baseline FY26 BaseLine

FY26 Requested

FY25 Projected

Additional Info

Row Groups

Drag here to set row groups

0 of 714 Items Selected

Comment

Attachment

Note

One-Time Cost

If you see an icon next to an account description that means there is a note, comment, or attachment
You can see those by clicking on the account name

A screenshot of a mobile application interface. At the top, there is a header bar with the text 'Description' and a filter icon (an inverted triangle). Below the header is a search bar containing the text 'office supplies'. The main area of the screen displays a list of items, all of which are 'Office Supplies & Expenses'. The third item in the list is highlighted with a blue background. A yellow sticky note is attached to the right side of the third item. A green sticky note is attached to the right side of the fourth item. The list continues with several more 'Office Supplies & Expenses' entries. At the bottom of the screen, there is a navigation bar with a back arrow icon on the left.

- Once you click on the account description this menu will come up
- From here you can look at any notes or comments
- If you click on the attachments tab you will be able to see the attachments

Account Form View

General Info & Funding Details

Comments (0)

Attachments (1)

Name *

Office Supplies & Expenses

Account ID

10-4260-240-000

Fund

General Fund

Department

Ambulance

Object

Office Supplies & Expenses

Cost Type *

☐ One-Time Cost

☒ Recurring Cost

Justification Type

Select justification type(s)

Justification Details

Enter justification for this funding request

2000

Notes ?

MC current funding \$3,500 WPR RFD annual funding 1,500 = 5K

1941

Account Detail *

General Information		General Information		FY26 In Progress		
Description		ERP Account Code	Account Type	Value	Status	Actions

Reports Tab

Finally, the reports tab will allow you to run reports.

Each report will give you a brief description on what data the report will pull

MORGAN COUNTY 2026 BUDGET

Settings

Switch Role

Dashboard

Worksheet

Attachments

Reports

Reports

Standard Reports

ERP Reports

Custom Reports

Archived Reports

Standard Reports

Create Custom Report

Name	Description	Favorite	Actions
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Detailed Report	This detailed report displays all revenues and expenditures using the most recent budget versions for the current and previous fiscal year.	No	...
Summary Report: Expenditures by Department	This summary report displays expenditures by department, using the most recent budget versions for the current and previous fiscal year as well as a percentage change calculation for the current and previous fiscal years.	No	...
Summary Report: Expenditures by Expense Objects	This summary report displays expenditures by expense object, using the most recent budget versions for the current and previous fiscal year as well as a percentage change calculation for the current and previous fiscal years.	No	...



MORGAN COUNTY COMMISSION MEETING MINUTES

August 19th, 2025

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.

Commission Chair Wilson may attend remotely

COUNTY COMMISSION

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

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Steve Wynn
Tucker Jensen

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
Recorder Shaun Rose
Assessor Janell Walker

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from August 5th, 2025.
2. Approval of an Interlocal agreement for the provision of Technical Forensic Services by Weber County.
3. Approval of **Resolution CR 25-38** the IT: Acceptable Use Policy update (last version approved 9/15/2023)
4. Approval of **Resolution CR 25-39** the IT: Access Control Policy update (last version approved 9/15/2023)
5. Approval of **Resolution CR 25-40** the IT: Cybersecurity Incident Response Plan update (replacing CR 24-23 from 9/17/2024)
6. Approval of **Resolution CR 25-41** the IT: Media Sanitation and Destruction Policy (new)
7. Approval of **Resolution CR 25-42** the IT: Physical Protection Policy (new)
8. Approval of **Resolution CR 25-43** the IT: Privacy, Pii, and Data Retention Policy (last version approved 09/17/2024)
9. Approval of **Resolution CR 25-44** the IT: Privacy and Data Retention Policy update (replacing CR 24-42)
10. Approval of **Resolution CR 25-45** the IT: Patch Management Policy (new)
11. Approval of **Resolution CR 25-46** the IT: Remote Work Policy update (last version approved 9/17/2024)

MORGAN COUNTY COMMISSION MEETING MINUTES

12. Approval of **Resolution CR 25-47** the IT: Security Awareness and Training Policy (new)
13. Acknowledgement of the 2025 Cooperative Wildfire System Policy and Procedures Manual in compliance with Morgan County's agreement with CWS as outline in Utah Administrative Code R652-1-200.
14. Approval of an Interlocal Cooperation Agreement for Cooperative Borrowing between Morgan and Weber County Libraries.
15. Approval of **Resolution CR 25-36** appointing the **Hon. Leslie Hyde** as Chief Administrative Officer over County Records, **Kimberly Payne** as Chief Administrative Officer over Attorney Records, **Kylie Earl** as Chief Administrative Officer over Sheriff's Records, and **Jeremy Archibald** as Chief Administrative Officer over Privacy.

Commissioner Newton moved to move item 13 to the action item 1, and to approve the remaining consent agenda items.

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

(F) Action Items

- Acknowledgement of the 2025 Cooperative Wildfire System Policy and Procedures Manual in compliance with Morgan County's agreement with CWS as outline in Utah Administrative Code R652-1-200.

The item will come back to the September 2nd meeting.

1. Blair Gardner – Discussion/Decision – Citizen Request

Transfer and assumption of Lease Hangar CC-5

- a. The CAM clarified that all of the documents have been corrected in both the packet and digital files. The confusion arose due to another lease approval from the last meeting was mistakenly attached to this assumption instead of the original. That error has now been fixed, the CA has cleared it, and the Airport Manager confirmed the original is on file. The only remaining step is to have this document signed.

Commissioner Newton moved to approve the transfer and assumption of lease hangar CC-5.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson ABSENT

MORGAN COUNTY COMMISSION MEETING MINUTES

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

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

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

Request for approval to increase the record of survey filing fee from \$20 to \$30 per sheet.

- a. The Recorder addressed the Commission requesting approval to increase the record of survey filing fee from \$20 to \$30, explaining that it is below the average for counties of similar size.
- b. Commissioner Blocker asked for clarification on the fund for the fees.
- c. The CAM clarified that the funding is somewhat complex. We receive approximately \$28,000 annually from a state grant to protect our PLSS inventory. The office currently generates about \$1,200 per year, which would increase to around \$1,700. All funds are dedicated to preserving section corners.

Commissioner Blocker moved to approve increase the record of survey filing fee from 20 to \$30 per sheet to be put on the fee schedule pending the update of the new fee schedule.

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. Hon. Janell Walker – Discussion/Decision – Morgan County Assessor

Request to modify a part-time administrative position to full-time.

- a. The Assessor informed the Commission about changes in the Assessor's office, including the departure of an appraiser and the promotion of part-time employee to full-time. She is requesting a budget adjustment of \$5,200 for the rest of the year to cover the employee going part time to full-time salary and benefits.
- b. The CAM provided the proration for the entire year, totaling \$15,000, including benefits.

Commissioner Fackrell moved to approve pending budget negotiations.

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.

4. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney

Discussion and decision on reallocating grant funding.

- a. The CA requested to redesignate \$40,000 in ARPA funds from a code rewrite to the attorney budget and non-departmental expenses.
- b. Commissioner Fackrell questioned the timeline for ARPA fund designation and spending.

MORGAN COUNTY COMMISSION MEETING MINUTES

- c. The CAM explained the changes in ARPA regulations.

Commissioner Newton moved to approve the redesignation of ARPA funds. \$40,000 in ARPA funds from code rewrite back to attorney and non-departmental as noted in the packet.

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.

- 5. Josh Cook – Discussion/[Public Hearing](#)/Decision – Morgan County Planning & Zoning**
The Ranch Rezone – Request to rezone property from a split designation of Rural Residential (RR-5) and Agriculture (A-20) to Rural Residential (RR-5) completely and reflect that change on the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely. The property is identified as parcel number 00-0093-6495 and serial number 01-RINDLEA-0006-A4 and is located at 2272 West Chrys Lane in unincorporated Morgan County.

- a. Planner 1 introduced this stating Application 25.020 requests a rezone of property located at 2272 West Chrys Lane from a split designation of Agriculture (A-20) and Rural Residential (RR-5) to entirely RR-5, with a corresponding update to the future land use map. Staff reviewed the application and presented it to the Planning Commission on July 17, where no public comments were received. Commission discussion centered on access; while the property currently has an easement at the end of West Chrys Lane, rezoning would require an alternative access. The applicant indicated their intention to extend a private lane through the adjacent West Chrys Lane. If approved, the Commission may find that the amendment aligns with the county's future land use goals and objectives, is consistent with the future land use map, and is compatible with surrounding land uses, including nearby RR-5 properties. Additionally, the rezone would not adversely affect adjacent properties, many of which are smaller than 20 acres, and it reflects the existing pattern of surrounding property sizes and zoning.
- b. The Commission discussed the consistency of the rezone with the general plan, existing land uses, and surrounding zoning.
- c. The applicant Steve Wynn addressed the Commission stating they are seeking to build two homes on it. Their proposal involves using the existing code, which limits private lanes to four lots, in order to create a private lane rather than a public street for access. They intend to use this approach to effectively limit future development and prevent additional homes from being built in the area. The buildable area at the front of the property is insufficient for two homes, so they are requesting to adjust the property layout to allow construction in the back portion, accessible by the proposed private lane. The property is adjacent to the applicant's mother-in-law's home, which was rezoned approximately seven years ago.

Commissioner Newton moved to close public meeting and convene public hearing.

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.

MORGAN COUNTY COMMISSION MEETING MINUTES

- Tina Kelly from Mountain Green addressed the Commission and referenced the General Plan, specifically Appendix A (pages 33–34), which outlines the Milton Area Plan. The plan designates the area as the Milton Village Center, allowing development at no less than one dwelling unit per five acres in accordance with county ordinances. The resident emphasized that this proposal aligns with the area plan, which is part of the General Plan, and encouraged the commission to follow the plan when making decisions, noting that while area plans may change over time, this request is consistent with the current plan.

Commissioner Newton moved to close public hearing and reconvene public meeting.

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 Newton moved to approve CO-25-16 the Ranch Rezone application number 25.020 changing, 21.64 acres from A-20 to rural residential. RR-5 and reflect that change on the future land use map.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson NAY

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

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

6. Hon. Morgan County Commission – Discussion/Decision – UTIA Membership

Discussion and decision on membership with the Utah Tourism Industry Association

- a. The CAM clarified that this is a request that was made to place on the Commission agenda to discuss signing up for a potential membership in the Utah Tourism Industry Association. The organization provided a flyer outlining membership benefits, with the annual cost set at \$1,000.
- b. Commissioner Fackrell read an email he received from UTIA stating, the Utah Tourism Industry Association serves as the collective voice of Utah's tourism sector, representing hotels, attractions, tour operators, destination organizations, and hospitality professionals. The association advocates and educates to strengthen Utah's economy and quality of life by promoting tourism jobs, increasing visitor spending, and preserving unique community experiences through member-driven policy, workforce, and marketing initiatives. It also provides research and partnership opportunities to support industry success. Currently, 25 of Utah's 29 county destination marketing organizations are members, with Morgan, Duchesne, Piute, and Sanpete Counties not yet participating.

Commissioner Fackrell moved to postpone the decision until the next meeting to allow time for budget considerations.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson ABSENT

Commission Vice Chair Nickerson AYE

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

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

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

- a. Discussion and decision on a budget adjustment for opioid expenditures
- b. Discussion and decision on a budget adjustment for expending Fire Impact Fee monies
- c. Discussion and decision on a budget adjustment for expending EMS Impact Fee monies
 - i. The CAM clarified that 7a and 7b to be postponed due to needing more information is gathering.
 - ii. The CAM clarified that 7c is due to the opioid fund being established, but no expense line was budgeted due to an oversight. While funds were allocated and transferred into the account, a budget adjustment is still needed to create an expense line in order to utilize the funds, such as for payment of the radar signs.

Commissioner Newton moved to approve the budget adjustment for the opioid expenditures, moving \$100,000 into the expenditure line item.

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 Newton moved to postpone item 7a and 7b.

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.

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

Request by 4H Extension and FFA to clarify Fairgrounds Deposit Fee Requirement

- a. The CAM clarified that the Commission adopted a new rental format and fee schedule for the fairgrounds, which, consistent with the previous version, states that deposits are not waived. However, there has been an understanding with 4H Extension and FFA that they are exempt from paying the cleaning deposit. Clarification is needed on whether this exemption still applies.
- b. Commissioner Newton suggests exempting these groups from the deposit requirement, as they have historically not been charged and have demonstrated responsibility in cleaning up after events.

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Newton moved to approve to amend the fairgrounds rental agreement to clarify that 4H Extension, FFA, Junior Livestock, and High School Rodeo events may use the facility without a deposit. Similarly, organizations such as the Lions Club may also use the facility without a deposit.

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
 - Attended the RPO meeting and discussed the Wasatch Choice Vision Center and Employment Neighborhood Center.
 - Participated in USAC central assess tax training.
 - Attended the YCC board meeting, where the recent golf tournament fundraiser raised \$92,000, their highest ever, despite grant cuts and budget challenges. Suggested the Commission sponsor a four-person team for next year's fundraiser.
 - She Attended the Utah Bicycle Summit, which offered new perspectives on town center planning. Noted that concentrating all commercial uses in one area can create "stroads" and traffic congestion; instead, distributing centers and access roads may reduce long-term traffic impacts.
 - She attended the Weber Human/Weber Help board meeting.
 - Participated in a Wasatch Peaks tour with the COG and Ed, noting the completed village center looks excellent.
- Commissioner Newton
 - None.
- Commissioner Fackrell
 - He attended a tourism workshop on agritourism and Astro tourism. Agritourism, supportive but noted liability challenges requiring state involvement, while Astro tourism, is a strong potential for the County due to Morgan County's dark sky designations; opportunity to develop paid destination experiences (e.g., star-viewing events). Shared examples of unique agritourism products (e.g., popcorn corn, honeybee business) that enhance visitor experiences. He stated he will work with the Tourism Advisory Board (T-TAB) to explore creating similar destination experiences locally.
 - He met with state representatives regarding the East Canyon property to clarify its intended use and coordinate next steps with DWR.
- Commission Vice-Chair Nickerson
 - He Met with Farm Bureau and Kerry Gibson to discuss key agricultural issues:
 - Agricultural Protection Areas (APA): Consider holding public sessions on benefits and options.
 - Meat donations: Food banks require USDA inspection; current state code prevents acceptance of state-inspected meat (e.g., from Bingham). Exploring legislative solutions.
 - Regulatory barriers: Reviewing code requirements (e.g., demo permits for barns) to reduce burdens on producers.

MORGAN COUNTY COMMISSION MEETING MINUTES

- Fence-in/fence-out: Gathering producer input for possible policy adjustments.
- Commission Chair Wilson
 - ABSENT.

Commissioner Newton moved to go into closed session for the purpose of discussing the purchase or disposition of real property.

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 Newton moved to convene the closed session and adjourn the public 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.

Adjourn – 6:57 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**

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.

FINDING OF NO SIGNIFICANT IMPACT

for

I-84 Mountain Green Interchange Environmental Assessment

Mountain Green, Morgan County, Utah

S-0084(1)93

1 INTRODUCTION

The Utah Department of Transportation (UDOT) prepared an Environmental Assessment (EA) consistent with the National Environmental Policy Act (NEPA) and 23 Code of Federal Regulations (CFR) 771 to evaluate the Proposed Action on Interstate 84 (I-84) in the Mountain Green community of Morgan County, Utah. The EA was published for agency and public review on April 4, 2025. This Finding of No Significant Impact (FONSI) for the Proposed Action is based on the content of the EA, agency comments, and public comments.

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being or have been carried out by UDOT pursuant to 23 United States Code (USC) 327 and a Memorandum of Understanding (MOU) dated May 26, 2022, and executed by the Federal Highway Administration (FHWA) and UDOT. UDOT has fully carried out all responsibilities assumed under the MOU in accordance with the MOU and applicable federal laws, regulations, and policies.

2 PURPOSE AND NEED

Based on the transportation Needs, the Purpose of the Proposed Action is to improve system linkage in Mountain Green.

The Need for the Proposed Action is based on the following:

- Popular recreation destinations north of Mountain Green, and the lack of a more direct regional connection from I-84 to Trappers Loop Road, increase the amount of regional traffic that mixes with local traffic on SR-167/Old Highway Road.
- SR-167/Old Highway Road are defined as Major Collectors, which are not intended, nor suited, to serve regional travel. They are intended to serve as local connections to other arterial routes. Their design characteristics, including a slower 45-MPH speed limit, one travel lane in each direction, narrow shoulders, and high frequency of access points (such as driveways) do not support higher-speed regional travel.
- Trappers Loop Road, the only route from I-84 to the popular recreation destinations to the north, is defined as a Minor Arterial. Although it is designed to serve intercounty regional travel, the lack of a direct connection to I-84 limits its potential to serve its primary purpose which, in a rural context, is to limit regional traffic on collector and local roads.

These issues collectively illustrate that the current system linkage—the link between the interstate and arterial—in Mountain Green is not consistent with FHWA guidance and is not adequate to serve local and regional travel needs.

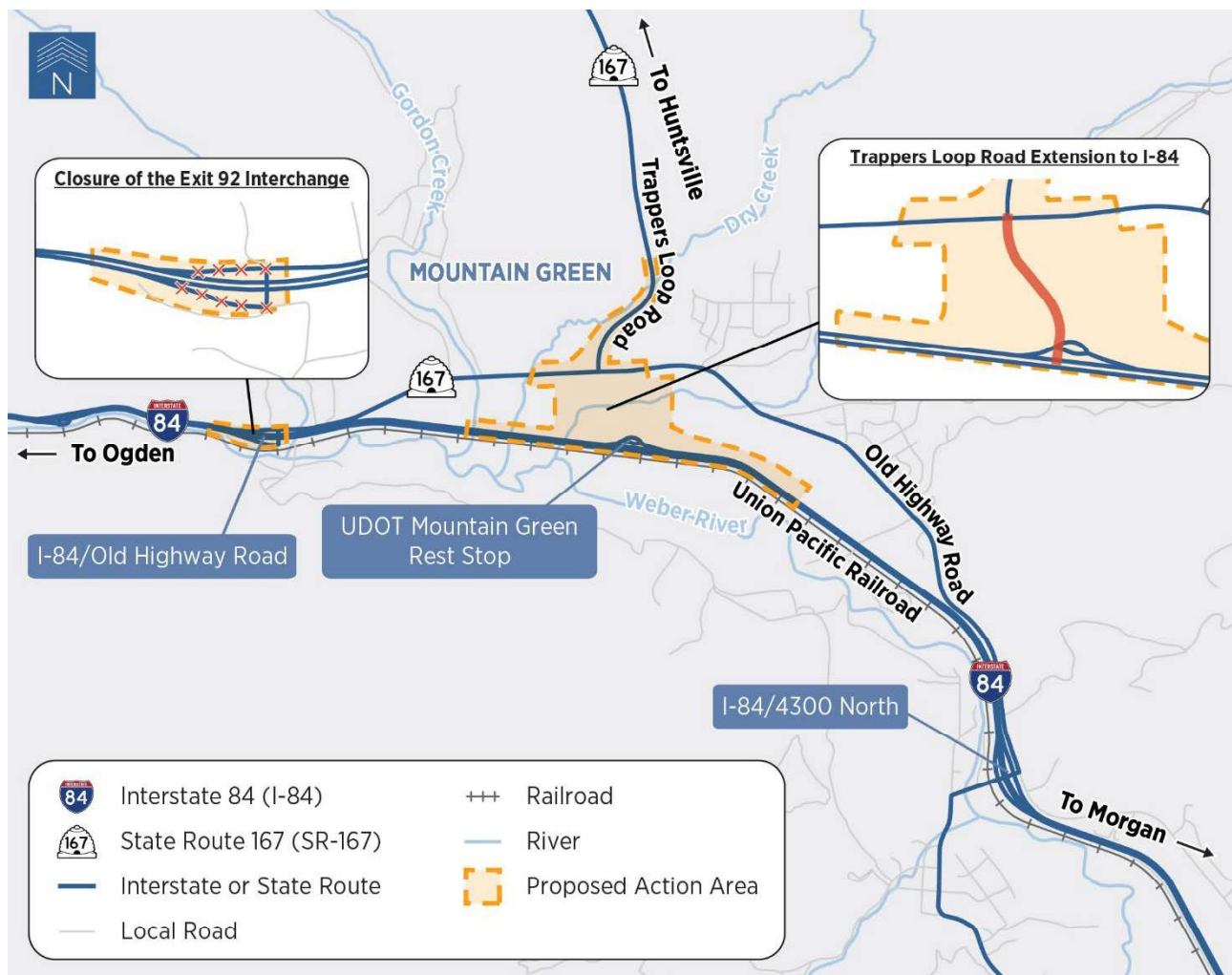
3 PROPOSED ACTION

The Proposed Action area is centered on the Trappers Loop Road and SR-167/Old Highway Road intersection. It also includes the on- and off-ramps at I-84 and Exit 92 (see Figure 1). The Proposed Action would include or require the following:

- Adding a diamond, full access interchange (with on- and off-ramps in the eastbound and westbound directions) at I-84 that would tie into an extension of Trappers Loop Road between I-84 and SR-167/Old Highway Road.
- Adding a four-way, signalized intersection with pedestrian phasing and crosswalks at SR-167/Old Highway Road.
- Adding active transportation features on the Trappers Loop Road extension, including a 12-foot-wide shared-use path on the west side, which would connect with the existing shared-use trail on the north side of SR-167/Old Highway Road, and a six-foot-wide sidewalk on the east side. Also, the bridge span over Cottonwood Creek would allow for access to a future shared-use trail along the creek (if Morgan County chooses to build one).
- Closing the I-84/SR-167 interchange (Exit 92) by removing the westbound on-ramp and eastbound off-ramp. UDOT chose to close the interchange to prevent the continued mixing of regional and local traffic on SR-167/Old Highway Road, which is neither intended nor suited to serve regional traffic.

UDOT hosted a public hearing about the EA and provided a public comment period from April 4 to May 8, 2025. UDOT did not make any changes to the Proposed Action following the 30-day EA comment period; however, as summarized in Section 7, *Coordination After EA Publication*, UDOT may consider, during the final design phase, minor refinements suggested by the public and agencies.

Figure 1: Proposed Action Area



4 ENVIRONMENTAL EFFECTS AND MITIGATION MEASURES

Table 1 summarizes the potential effects of the No-Action Alternative and the Proposed Action and includes the sections of this EA that provide detailed discussions on each one. The No-Action Alternative assumes UDOT would not construct the Proposed Action and the transportation network in Mountain Green would remain as it is in 2024.

Table 1: Proposed Effects of the Proposed Action

Resource	Long-Term Environmental Effect	Short-Term Construction Effects	Standard Specifications/Mitigation Measures	Responsible Party
Property Acquisition and Relocations	<p>Would result in the partial acquisition of 11 properties.</p> <p>Would not relocate any residences or businesses.</p>	<p>Would require temporary construction easements (TCE).</p> <p>Would temporarily use portions of properties during construction and compensate the property owner(s) for the use.</p>	<p>The Construction Contractor would regrade and revegetate, or reconstruct all TCEs, as agreed upon with the property owner, when construction is complete or when use of the property is no longer required.</p>	UDOT & Construction Contractor
Land Use	<p>Would convert the following zoning designations to a transportation use:</p> <p>Agricultural: 1.6 acres.</p> <p>Commercial: 0.3 acres.</p> <p>Mountain Green Central District: 6.6 acres.</p> <p>Residential: 0.7 acres.</p> <p>Could accelerate the development of highway-dependent uses identified in the Mountain Green Village Master Development Agreement on properties that adjoin the Proposed Action.</p> <p>Would not affect Mountain Green's future development plans and would be consistent with planning documents.</p>	<p>Could require temporarily restricting or closing access to properties next to Trappers Loop Road, Old Highway Road, and 5000 West.</p>	<p>To the extent possible, the Construction Contractor would coordinate with Morgan County and property owners in Mountain Green to maintain access to these properties. Through public involvement efforts, UDOT would notify property owners in advance about impacts to their property access.</p>	UDOT & Construction Contractor
Cyclists and Pedestrians	<p>Would improve safety at the intersection of Trappers Loop Road and SR-167/Old Highway Road by providing marked crosswalks and traffic signals with a pedestrian phase.</p> <p>Would provide connectivity between I-84 and Trappers Loop Road and between existing and proposed active transportation facilities at SR-167/Old Highway Road and the proposed Trappers Loop Road extension.</p> <p>Would include a forward-compatible bridge over Cottonwood Creek to provide east-west access to a future trail along the creek (if Morgan County chooses to build one).</p> <p>Would connect active transportation users in Mountain Green to other planned and proposed improvements recommended by the Morgan County Active Transportation Plan.</p>	<p>Pedestrian and bicycle routes would likely be disturbed during construction of the SR-167/Old Highway Road and Trappers Loop Road intersection, including the additional lanes on the north side of the intersection.</p>	<p>Throughout construction, UDOT would update Morgan County and any applicable public service providers that would be affected by construction activities.</p> <p>Pedestrians and cyclists would be redirected to avoid conflict with active construction and/or the work zone. Closing any pedestrian/cyclist access would be subject to the engineer's approval.</p>	UDOT & Construction Contractor
Traffic Noise	<p>Would impact eight receptors, which would have a noise level greater than or equal to their Noise Abatement Criteria threshold.</p>	<p>Land uses sensitive to traffic noise are also sensitive to construction noise; therefore, residents near construction activities could be temporarily adversely affected by construction noise.</p>	<p>A 15-foot-tall and 675-foot-long noise barrier is recommended for balloting east of SR-167/Trappers Loop Road.</p>	UDOT & Construction Contractor

Table 1: Proposed Effects of the Proposed Action

Resource	Long-Term Environmental Effect	Short-Term Construction Effects	Standard Specifications/Mitigation Measures	Responsible Party
	Zero receptors would receive an increase of 10 decibels (dBA) or more over their existing noise level.		Noise suppression techniques would be applied during construction in accordance with UDOT's 2025 <i>Standard Specifications for Road and Bridge Construction</i> , Section 00555, <i>Prosecution and Progress</i> , Part 1.9, <i>Limitation of Operations</i> .	
Air Quality	Would increase speeds and shorten vehicle idling times, reducing mobile source air toxics and greenhouse gas (GHG) emissions and the social cost of GHG compared to the No-Action Alternative.	<p>Construction of the Proposed Action would temporarily affect air quality and emit GHGs. Construction-related activities that could alter air quality include:</p> <ul style="list-style-type: none"> Heavy construction vehicles (e.g., bulldozers, excavators, cranes), as well as trucks and small equipment (e.g., generators) typically use diesel or gasoline engines that emit pollutants, including Nitrogen Dioxide, Carbon Monoxide, (NO₂), volatile organic compounds, Carbon Dioxide, and Particulate Matter. Vehicles and equipment emit pollutants that would contribute to diminished air quality in the vicinity of intense construction activities, such as transporting fill material or by creating fugitive dust through excavation, grading, drilling, and other earth-moving activities. 	Dust suppression techniques would be applied during construction in accordance with UDOT's 2025 <i>Standard Specifications for Road and Bridge Construction</i> , Section 01355 <i>Environmental Protection</i> , Part 1.10, <i>Fugitive Dust</i> .	UDOT & Construction Contractor
Hazardous Materials	Would have a moderate possibility of encountering contaminated soil or groundwater on the property containing hazardous materials.	Contaminated soil could be encountered during construction on or near properties known to have stored hazardous materials.	If hazardous materials are discovered or spilled on-site and exceed the reportable quantity limits listed in 40 CFR 302.4, the Construction Contractor would follow the procedures described in UDOT's 2025 <i>Standard Specifications for Road and Bridge Construction</i> , Section 01355 <i>Environmental Protection</i> , Part 1.7, <i>Hazardous Waste</i> , and Part 1.8, <i>Spill of Petroleum-based Product and Used Oil</i> .	UDOT & Construction Contractor
Threatened and Endangered Species	Would result in a "may affect but is not likely to adversely affect" determination under Section 7 of the Endangered Species Act on Ute Ladies'-tresses (ULT) and the monarch butterfly.	Construction activities could create fugitive dust and introduce noxious weeds into habitat that is suitable for the ULT and monarch butterfly.	<p>Complete all work within the designated Project footprint and during established working hours.</p> <p>Rehabilitate all areas of ground disturbance to stabilize the soil, mitigate erosion concerns, and facilitate vegetative recruitment. This would include spreading and grading stockpiled materials and using erosion-control mulch tackifier and seed compliant with the Utah Noxious Weed Act (i.e., no more than six whole noxious weed seeds per pound).</p> <p>Require construction staging areas, borrow areas, waste areas, etc., to be located outside the 100-year floodplain, away from riparian and wetland areas, and 200 feet from any surface water, wherever practicable.</p>	UDOT & Construction Contractor

Table 1: Proposed Effects of the Proposed Action

Resource	Long-Term Environmental Effect	Short-Term Construction Effects	Standard Specifications/Mitigation Measures	Responsible Party
Threatened and Endangered Species (continued from previous page)			<p>Obtain an EPA Construction General Permit and develop and implement a stormwater pollution prevention plan (SWPPP) throughout construction.</p> <p>Ensure Temporary Erosion and Sediment Controls would be utilized per requirements of a SWPPP or similar document.</p> <p>Require the use of temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters, buffers, or settling basins to retain runoff water long enough for sediment particles to settle out during extreme weather events. Construction materials, including topsoil and chemicals, would be stored, covered, and isolated to prevent runoff losses and contamination of surface water and groundwater.</p> <p>Require that all work would, whenever possible, be completed from upland areas to minimize potential surface water quality impacts. Require that areas where vegetation is to be protected would be clearly marked, flagged, or fenced and no equipment or materials staging, construction personnel access, or walking within these areas would be permitted. Where avoidance areas are marked, a 10-foot buffer area would be applied to avoid disturbance to ULT habitat.</p> <p>Implement effective dust control measures to minimize airborne dust that could settle on plants, according to the UDOT 2025 <i>Standard Specifications for Road and Bridge Construction, Section 01572, Dust Control and Watering</i>.</p> <p>Require the construction contractor to comply with the UDOT 2025 <i>Standard Specifications for Road and Bridge Construction, Section 02924, Noxious Weed Control</i>, which requires the contractor to:</p> <p>Eradicate, treat, and control noxious and invasive weeds located within the project limits each growing season the project is in active construction.</p> <p>Multiple separate treatments may be required to control noxious and invasive weeds.</p> <p>Apply herbicide at least 10 calendar days before beginning earth-disturbing activities.</p> <p>Herbicide is sufficient to eradicate, treat, and control weeds when plants are actively growing and before bloom and seed stages of growth.</p> <p>Physical removal of weeds may be required if control efforts occur during the bloom and seed stage of growth.</p> <p>Educate construction personnel about avoidance areas to protect sensitive ULT habitat.</p> <p>Continue pre-construction surveys in 2025 and 2026 during the ULT flowering period. If individual plants are identified during surveys, they would be protected, their location data would be provided to US Fish and Wildlife Service (USFWS) immediately, and a re-evaluation to initiate formal consultation with USFWS would be submitted.</p>	

Table 1: Proposed Effects of the Proposed Action

Resource	Long-Term Environmental Effect	Short-Term Construction Effects	Standard Specifications/Mitigation Measures	Responsible Party
Threatened and Endangered Species <i>(continued from previous page)</i>			<p>To support monarch butterflies, a small population (approximately 25 plants) of milkweed would be planted outside of an area requiring regular mowing or other disruptive UDOT maintenance activities to account for the individuals that would be removed during Project construction.</p> <p>Conduct management activities such as mowing and application of herbicides in monarch breeding and migratory habitat outside of the estimated timeframe when monarchs are likely present (October 1 through May 1), as is feasible.</p> <p>Protect monarchs, other pollinators, and their habitat from herbicides (UDOT does not use pesticides, insecticides, or fungicides). UDOT would not apply herbicides of any kind within 40 feet of known milkweed populations.</p>	UDOT & Construction Contractor
Waters of the US (WOUS)	<p>Would fill 0.98 acres of potential WOUS in existing wetlands.</p> <p>Would not affect Cottonwood Creek.</p>	None were disclosed in the EA.	<p>UDOT proposes to use permittee-responsible compensatory mitigation to offset the wetland impacts the Proposed Action would cause. The type and extent of the mitigation measures would be determined in consultation with the US Army Corps of Engineers as part of the Section 404 permitting process. UDOT would initiate this process during the final design phase.</p> <p>Comply with all conditions included in the Department of Army Permit.</p> <p>Comply with all conditions and findings included in the Stream Alteration Permit.</p>	UDOT & Construction Contractor
Floodplains	<p>Would increase impervious surface area by approximately 371,824 square feet, resulting in a corresponding increase in the amount of stormwater runoff over the existing condition.</p> <p>Would construct two detention basins with a combined capacity of 110,724 cubic feet (based on a 50-year, 24-hour flood event). The detention basin outlets would provide retention for the 80th-percentile storm event, allowing stormwater to soak into the ground or release slowly into Cottonwood Creek.</p> <p>Would not likely result in a one-foot rise in the floodplain elevation.</p>	Construction of the Proposed Action would disturb more than one acre of earth. Activities such as clearing vegetation, grading, stockpiling, and material staging can disturb vegetation and cause erosion. Runoff from disturbed areas could temporarily increase pollutant loading into receiving waters.	<p>Before construction begins, coordinate with the Local Floodplain Authority to apply for and obtain a Floodplain Development Permit.</p> <p>Comply with the Floodplain Development Permit throughout project construction.</p>	UDOT & Construction Contractor
Water Quality	<p>Would be unlikely to have an adverse effect on surface or groundwater because of long-term stormwater management (i.e., detention basins) and best management practices.</p> <p>Would have a beneficial effect on the local water supply by removing UDOT's westbound I-84 Mountain Green Rest Area and its septic system, therefore mitigating the long-term threat of uncontrolled sewage infiltrating and contaminating the local drinking water supply.</p>		<p>Comply with Construction General Permit (CGP), by preparing the SWPPP during project design; provide SWPPP to the project-awarded contractor before Notice to Proceed.</p> <p>Comply with CGP, by finalizing the SWPPP before beginning any earth disturbing activities and submit Notice of Intent; implement and maintain the project SWPPP according to CGP requirements throughout project construction.</p>	UDOT & Construction Contractor

Table 1: Proposed Effects of the Proposed Action

Resource	Long-Term Environmental Effect	Short-Term Construction Effects	Standard Specifications/Mitigation Measures	Responsible Party
Visual Resources	Would have a neutral affect to visual quality on I-84 and an adverse effect to visual quality along the proposed Trappers Loop Road extension.	None were disclosed in the EA.	UDOT would consider aesthetic treatments to maintain the rural atmosphere in coordination with Morgan County during final design.	UDOT
Transportation	<p>Would change travel patterns in Mountain Green with the removal of Exit 92 and addition of a direct connection to SR-167/Old Highway Road from I-84 along the Trappers Loop Road extension.</p> <p>Trappers Loop Road (a Minor Arterial) and SR-167/Old Highway Road (a Major Collector) would operate consistent with their respective functional classifications and FHWA functional classification guidance.</p> <p>Would provide a direct route from I-84 for regional drivers to access popular recreation areas north of Mountain Green.</p> <p>Would reduce the mixing of regional and local traffic on SR-167/Old Highway Road.</p> <p>Would decrease congestion, enabling all intersections in Mountain Green to perform at an acceptable Level of Service in 2050.</p> <p>Would enable drivers to access I-84 from the Trappers Loop Road and SR-167/Old Highway Road intersection in less than one minute vs. 5.1 minutes under the No-Action Alternative via the less direct route to Exit 92.</p> <p>Would make it easier for residents and emergency vehicles to access SR-167/Old Highway Road from neighborhood streets and driveways (compared to the existing condition and 2050 No-Action Alternative).</p> <p>Would provide a more direct route to the center of Mountain Green (the intersection of Trappers Loop Road and SR-167/Old Highway Road) for emergency responders coming from the west and southeast but would require out-of-direction travel for emergency responders traveling from the Wasatch Front to the area west of Trappers Loop Road, increasing response times by 3.7 minutes compared to the route used in 2024.</p> <p>Would lengthen the evacuation route from areas west of Trappers Loop Road (e.g., residents and business owners/operators close to Exit 92).</p>	Construction of the Proposed Action could require lane or intersection restrictions or closures on Trappers Loop Road, SR-167/Old Highway Road, and I-84. People who live, work, or travel in Mountain Green and on I-84 could experience traffic delays and longer travel times to and from popular nearby destinations.	<p>UDOT and the Construction Contractor would develop and implement a Traffic Management Plan (TMP) for the work zone that ensures the safety and mobility needs of the traveling public, businesses, community members, and construction workers. To maintain traffic operations, the TMP would include temporary traffic control (such as signs, barricades, or other devices) to guide motorists through the work zone. The TMP would also ensure that residences, businesses, and community facilities and services on local roads remain accessible during construction. It would include placing signs to indicate businesses are open and identify access points.</p> <p>UDOT would develop a Public Involvement Plan before construction starts to identify its strategies and tactics for keeping residents of and visitors to Morgan County and Mountain Green, commuters, and interstate drivers aware of potential traffic delays; temporary lane or intersection closures and restrictions; or other impacts to the transportation system.</p> <p>UDOT would inform residents, visitors, and others about planned restrictions or closures; remind them that businesses will remain open during construction; and alert them to any unplanned construction-related restrictions or closures that impact travel in Mountain Green or on I-84.</p> <p>Public involvement activities may include:</p> <ul style="list-style-type: none"> • Going door-to-door to speak with businesses owners/operators in the project area. • Distributing fliers with project information. • Developing and maintaining a project website to provide construction updates. • Providing information and updates on social media. • Maintaining a project information line to answer questions. 	UDOT & Construction Contractor

Table 1: Proposed Effects of the Proposed Action

Resource	Long-Term Environmental Effect	Short-Term Construction Effects	Standard Specifications/Mitigation Measures	Responsible Party
	Would remove the westbound I-84 Mountain Green Rest Area, reducing commercial truck and passenger vehicle parking capacity in northern Utah.			
Invasive and Noxious Weeds	An overabundance of noxious weeds could alter or displace ULT habitat, increase competition for resources, reduce light availability, release allelopathic chemicals into the soil (affecting seed germination and root growth), deter pollinators, or increase fire risk (Fertig, Black, and Wolken 2005).	Construction activities such as earthwork, grading, and landscaping could introduce noxious weeds into disturbed areas and natural landscapes adjacent to the construction site.	Include UDOT <i>Standard Section 02924 (Noxious Weed Control)</i> in the contract documents to require identify and treat all noxious weeds found on the project site. Comply with UDOT <i>General Provision Section 01355 (Environmental Compliance)</i> and <i>Standard Section 02924 (Noxious Weed Control)</i> .	UDOT & Construction Contractor
Cultural Resources	The Proposed Action would not affect cultural resources. However, the UDOT Mountain Green Rest Area (which would be removed) contains the Peter Skene Ogden Historical Monument commemorating Ogden and other fur trappers and traders who reportedly rendezvoused in the general area of Mountain Green. Although not eligible for listing on the National Register of Historic Places, Morgan County has expressed a desire to relocate the monument. If feasible, UDOT would reconstruct the monument in another location in coordination with Morgan County.	Ground-disturbing activities during construction could result in the discovery of previously unidentified archaeological sites.	If feasible, UDOT would reconstruct the Peter Skene Ogden Historical Monument in another location through coordination with Morgan County before construction of the Proposed Action and removal of the westbound I-84 UDOT Mountain Green Rest Area. If an inadvertent discovery is made during construction, activities in the area of discovery would be immediately stopped and procedures would be applied in accordance with UDOT's <i>2025 Standard Specifications for Road and Bridge Construction, Section 01355 Environmental Protection, Part 1.12, Discovery of Historical, Archaeological, or Paleontological Objects, Features, Sites, or Human Remains</i> .	UDOT & Construction Contractor

5 SECTION 4(F) DETERMINATION

UDOT finds that the EA meets the requirements of Section 4(f) of the US Department of Transportation Act of 1966, as found in 49 USC 303, and its implementing regulations in 23 CFR 774. The Proposed Action would not affect any known Section 4(f) resources.

6 MITIGATION MONITORING AND ENFORCEMENT

Construction and environmental compliance monitoring is governed by UDOT's *2025 Standard Specifications for Road and Bridge Construction*. The mitigation measures and standard specifications in Table 1 will be incorporated into contract plans and specifications. A construction engineering manager, who is independent of the construction contractor, will oversee all aspects of construction, ensuring the Proposed Action is constructed according to approved plans, mitigation measures, and standard specifications. A public involvement professional will develop and execute, throughout the duration of construction, the Public Involvement Plan described in Table 1. An environmental monitor(s) will be onsite, as needed, to ensure implementation of commitments pertaining to the protection of environmental resources.

7 COORDINATION AFTER EA PUBLICATION

The information summarized in this section is a continuation of the activities described in Chapter 4 of the EA, Coordination. More detailed information is available in the Public Hearing Report, available on the EA website: <https://udotinput.utah.gov/i84mountaingreen>.

The EA was made available for public and agency review on the EA website on April 4, 2025. Printed copies were distributed on the same day to the following locations:

- Morgan County Court House, 48 West Young Street, Morgan, Utah 84050.
- UDOT Region 1 Office, 166 Southwell St, Ogden, Utah 84404.
- UDOT Central Office, 4501 Constitution Boulevard, Taylorsville, Utah 84129.

A public hearing was held in conjunction with the 30-day comment period that began on April 4, 2025, and ended on May 8, 2025. The online public hearing occurred on April 22, 2025, from 6:00 p.m. to 7:00 p.m. using Zoom Webinar; approximately 34 individuals attended. The in-person public hearing was conducted in accordance with Utah Administrative Code R930-2 and 23 CFR 771.111(h) on Wednesday, April 23, 2025, from 5:30 to 7:00 p.m. at Mountain Green Middle School, 6200 North 5000 West, Mountain Green, Morgan County, Utah, 84050. Approximately 110 people attended the hearing (not all meeting attendees signed in).

Government agencies and the public were notified of the EA availability, comment period, and public hearing details through the following methods:

- Letters sent on April 4, 2025, to the government agency contacts identified in Chapter 6 of the EA, Distribution. Chapter 6 identifies Mandy Ranslow as the Program Analyst – FHWA Liaison for the Advisory Council on Historic Preservation. After sending the agency letters, UDOT was informed Ms. Ranslow no longer held this position. A subsequent letter was sent on April 7, 2025, to Ms. Ranslow's replacement, Kasey Miller.
- Legal Notices posted in the *Salt Lake Tribune* (April 6, 12, and 13, 2025) and *Standard-Examiner* (April 7, 2025).
- Posting to the EA website (based on the Legal Notice) April 4, 2025.
- Postcards mailed to 225 properties in the Mountain Green area the first of April 2025.

- Email blasts from the EA email address to individuals who subscribed to receive EA-related emails on April 17 and 22, 2025.
- Postings to UDOT’s Public Notice and Meetings website.
- Postings to the UDOT Region 1 X account on April 15, 21, and 23, and May 2, 2025.
- Press releases posted online at KSL.com (April 21, 2025, and May 2, 2025) and *Standard Examiner* (April 18, 2025).

UDOT received 75 public comments and four agency comments during the comment period, and UDOT reviewed and responded to each comment. To review UDOT’s responses, refer to the *Public Hearing Report*, available on the EA website. Common themes from public comments include:

- Concern about the closure of Exit 92 and the effects it could have on emergency response and evacuation, commute times, local businesses, and congestion at the proposed new interchange. Some commenters suggested leaving Exit 92 open temporarily after the new interchange is constructed before making a permanent decision.
- Requests that UDOT should apply for a variance to the “three-mile rule” to justify retaining Exit 92, noting that other Utah highways have exits spaced more closely.
- Support for the new Trappers Loop interchange to relieve congestion on Old Highway Road.
- Opposition to a traffic signal at the proposed Trappers Loop Road and Old Highway Road intersection because it would unnecessarily slow down traffic for most of the year. Some commenters suggested installing a roundabout instead of a traffic signal, arguing that the roundabouts would better accommodate year-round traffic flow. Others suggested a bridge over the intersection to maintain traffic flow and enhance safety for downhill traffic. However, some support for a traffic signal was received, with the request that it be installed as soon as possible.
- Requests for noise barriers along Trappers Loop Road.
- Skepticism that the Proposed Action would result in the travel time savings documented in the EA.
- Concern about the proposed closure of the UDOT Mountain Green Rest Stop, noting its heavy use by truck drivers and the lack of nearby alternatives, and suggestions to relocate or preserve the facility—potentially through public-private partnerships as a funding strategy, similar to models used in other states.
- Requests that the proposed interchange design should consider pedestrian and bike infrastructure, including requests for shared-use paths, trail connections, and better pedestrian safety near bus routes and schools.
- Request that the interchange design include right-turn lanes and slow-down lanes from Trappers Loop to support access to planned commercial and mixed-use developments at the intersection, ensuring safe traffic flow and coordination with future town center plans.

8 REFINEMENTS TO BE CONSIDERED DURING FINAL DESIGN

In response to public and agency input (for matters within the scope of the Proposed Action), UDOT will consider the following items during the final design phase:

- Incorporating additional retaining walls into the proposed interchange design, where feasible, to further reduce wetland impacts.

- Coordinating with the Utah Division of Wildlife Resources to evaluate whether a wildlife crossing over (or under) I-84 in the Mountain Green area is both feasible and prudent. If so, the agencies will decide whether it should be constructed with the Proposed Action or as a separate project.

Each refinement would be evaluated to assess its feasibility, consistency with UDOT design standards, cost implications, and impacts to roadway users and adjacent properties. The decision to proceed with any refinement would be made based on these evaluations.

9 FONSI REQUIREMENTS

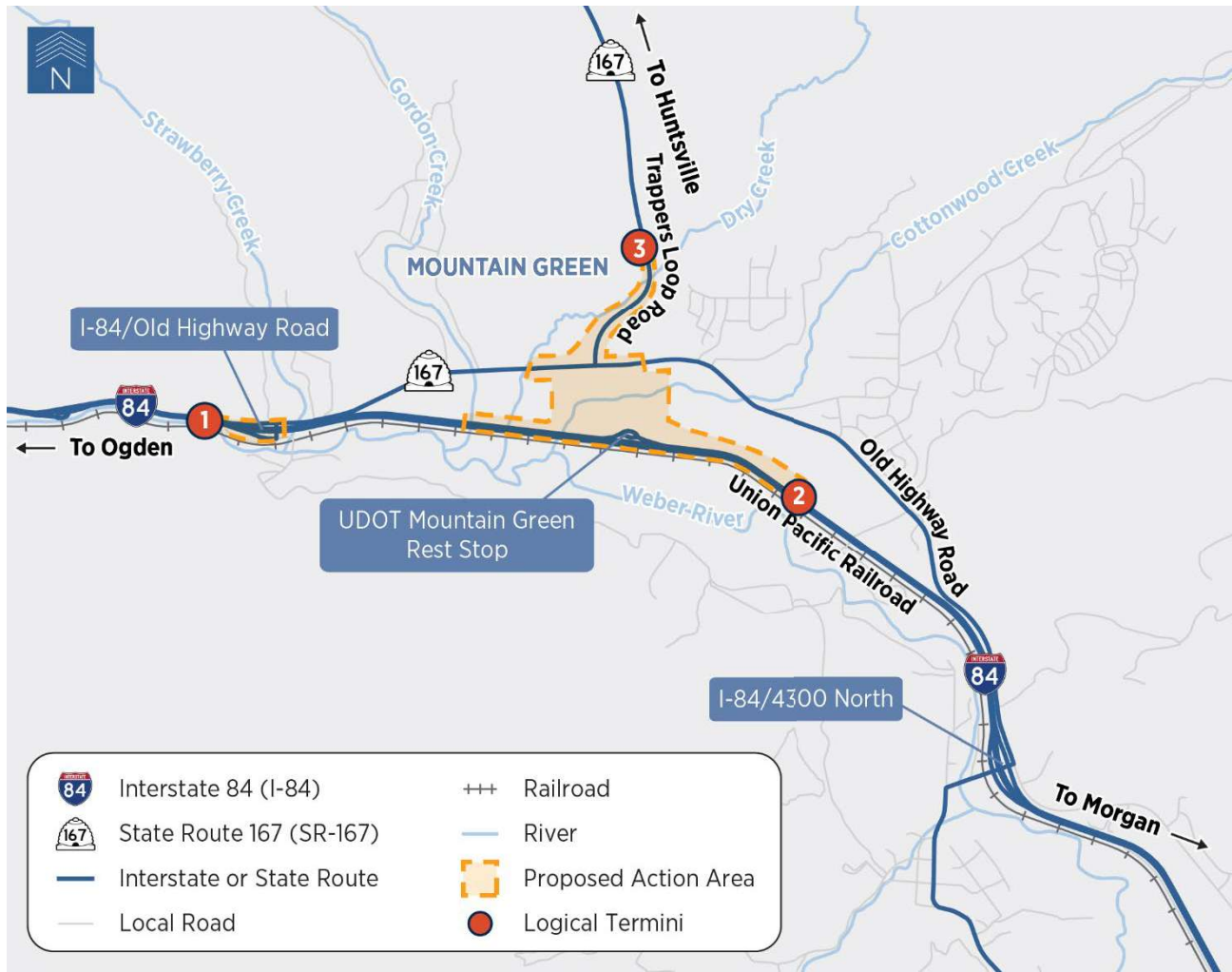
9.1 Logical Termini

Logical termini are rational endpoints for evaluating proposed transportation improvements. According to 23 CFR 771.111(f), logical termini should be sufficiently spaced to address environmental matters on a broad scope. The logical termini for the Proposed Action are as follows (also see Figure 2):

- Logical Termini 1: Located approximately 0.3 miles west of the I-84/SR-167 Interchange (Exit 92) where the on- and off-ramps merge with mainline I-84. This terminus is far enough west to account for the removal of the ramps and any improvements associated with the new interchange at the south extension of Trappers Loop Road. There are no known planned and funded transportation projects on I-84 or SR-167 near this terminus.
- Logical Termini 2: Located at milepost 94.8 on I-84. This terminus is far enough east to account for any improvements associated with the new interchange at the south extension of Trappers Loop Road. There are no known planned and funded transportation projects on I-84 near this terminus.
- Logical Termini 3: Located at milepost 2.2 on Trappers Loop Road. This terminus is far enough north of the Trappers Loop Road and SR-167 intersection to account for any improvements associated with the south extension of Trappers Loop Road. There are no known planned and funded transportation projects on Trappers Loop Road near this terminus.

These termini, as described and shown on Figure 2, meet the requirements of 23 CFR 771.111(f) because they are sufficiently spaced to assess the environmental impacts on a broad scope and are located at rational end points for proposed transportation improvements.

Figure 2: Logical Termini



9.2 Independent Utility

Based on the termini described in Section 9.1, *Logical Termini*, the Proposed Action has independent utility and would be a usable and reasonable expenditure even if no additional transportation improvements are made in the area.

9.3 Reasonably Foreseeable Transportation Improvements

The Proposed Action would not restrict consideration of alternatives for other reasonably foreseeable transportation improvements.

10 FISCAL CONSTRAINT AND PHASED CONSTRUCTION

The UDOT *Long Range Transportation Plan Rural Projects (2023–2050)* identifies all the transportation-related elements of the Proposed Action. The plan shows the Proposed Action as two separate projects with the corresponding project numbers U2019019 and U2023267, both of which are in the Unfunded Phase. The Proposed Action is estimated to cost approximately \$125 million (in 2025 dollars). When funding becomes available, it is expected that the Proposed Action would be constructed in one phase.

11 LIMITATION ON CLAIMS NOTICE (23 USC 139(I))

On behalf of UDOT, the FHWA will publish a notice in the Federal Register, pursuant to 23 USC 139(I), indicating that one or more federal agencies (or UDOT through its NEPA delegation authority from FHWA) has taken final action on permits, licenses, or approvals for this transportation project. After the notice is published, claims seeking judicial review of those actions will be barred unless such claims are filed within 150 days after the date of publication of the notice, or within such shorter time period as is specified in the federal laws pursuant to which judicial review of the action is allowed.

12 CONCLUDING STATEMENT

The Proposed Action is needed to improve system linkage in Mountain Green. The Proposed Action meets the stated Needs and incorporates mitigation measures and commitments to minimize potential negative effects. The procedures and analyses undertaken are consistent with NEPA and 23 CFR 771, and all other relevant laws and regulations identified throughout the EA.

13 DETERMINATION

UDOT has determined that this project will not have any significant impact on the natural environment or the human environment. This Finding of No Significant Impact is based on the attached Environmental Assessment, which has been evaluated by UDOT and determined to discuss the Need, environmental issues, and impacts of the proposed project and appropriate mitigation measures adequately and accurately. It provides sufficient evidence and analysis for determining that an Environmental Impact Statement is not required. UDOT takes full responsibility for the accuracy, scope, and content of the attached EA.



Benjamin G. Huot, P.E.
Deputy Director of Planning & Investment
Utah Department of Transportation

08/25/2025

Date

UTAH INTERAGENCY FIRE



FOR IMMEDIATE RELEASE

Date: August 27, 2025

Contact: Kayli Guild, 385-377-0336 | kayliguild@utah.gov
Additional agency contacts are listed below.

Utah Returns to Stage 1 Fire Restrictions

Utah — Recent monsoonal moisture has brought much-needed relief across the state, temporarily reducing wildfire danger. As conditions improve, fire officials will scale back restrictions from Stage 2 to Stage 1 beginning at 12:01 a.m. on Thursday, August 28, 2025. These restrictions apply to all state and private unincorporated lands in Utah.

Federally managed lands in Utah: including the U.S. Forest Service, National Park Service, and Bureau of Land Management — will also return to Stage 1 Fire Restrictions. However, some national forests will remain in Stage 2 Fire Restrictions due to lack of moisture at their locations. BLM and NPS managed lands in Beaver, Garfield, Iron, Kane, and Washington counties will enter Stage 1 Fire Restrictions beginning at 12:01 a.m. on Friday, August 29, 2025.

Note: Incorporated cities and towns are exempt. Check with local fire departments or county fire wardens for local regulations.

Why restrictions after rain?

After the rains, our lands breathe easier. With restrictions eased for Labor Day, let's enjoy safely and responsibly. Use your Fire Sense," said Brett Ostler.

Chris Delaney, BLM Utah State Fire Management Officer, added:
"Recent rainfall has brought some relief to Utah's lower-elevation rangelands, but these

fuels can dry quickly. While restrictions can be eased slightly, continued caution is needed to protect communities and landscapes.”

“We want to remind the public that it’s still fire season in Utah” stated Zeph Cunningham, the Acting Intermountain Region Fire Director. “Even with these decreased restrictions, we ask everyone to take every precaution to prevent human-caused fires and alleviate the work on our fire resources.”

Who is in Stage 1 Fire Restrictions?

State of Utah

All state and private unincorporated lands (Includes Trust Lands, State Parks, and Wildlife Management Areas)

Bureau of Land Management

- Color Country District
- Canyon Country District
- Green River District
- Paria River District
- West Desert District

U.S. Forest Service

- Ashley National Forest
- Dixie National Forest
- Fishlake National Forest
- Manti-La Sal National Forest
- Uinta-Wasatch-Cache National Forest

National Park Service

- Arches National Park
- Bryce Canyon National Park
- Capitol Reef National Park
- Canyonlands National Park
- Cedar Breaks National Monument
- Dinosaur National Monument

- Glen Canyon National Recreation Area
- Hovenweep National Monument
- Natural Bridges National Monument
- Zion National Park

What is NOT Allowed during Stage 1 Fire Restrictions?

Stage 1 Fire Restrictions are largely consistent across land management agencies, though some differences exist between jurisdictions and specific management areas. For the most accurate and up-to-date information, visitors should consult the website of the agency or recreation site they plan to visit or visit [UtahFireInfo.gov](https://utahfireinfo.gov). In general, Stage 1 Fire Restrictions include the following:

- Campfires and open fires are not allowed outside of approved campgrounds and homesites without running water.
- Fireworks and pyrotechnics are banned outside of city limits and on public lands, with fireworks always prohibited on federally managed lands in Utah.
- Shooting of exploding targets, tracer ammunition, or incendiary rounds is not permitted.
- Metalworking (cutting, grinding, welding) in dry vegetation areas is prohibited.
- Operating equipment without a spark arrestor – including a motorcycle, chainsaw, ATV, or other small internal combustion engine equipment.
- Smoking near vegetation or outside of developed recreation sites, personal vehicles, or buildings is not allowed.

Allowable campfires during Stage 1 Fire Restrictions

Campfires are allowed only in the following places:

- In established fire rings or grills at improved campgrounds or designated day-use areas on State Parks, BLM-managed lands, National Park Service sites, and all National Forests.
- Campfires are allowed at Glen Canyon in established campgrounds, only in designated fire rings and only in areas free of vegetation below the high-water mark.
- In permanent fire pits at private homes located on unincorporated state lands, if the home has pressurized running water.

Fire Prevention

Utah is experiencing multiple complex wildfires and critically high fire danger in 2025. Please help protect our communities, public lands, and our nation's firefighters who work tirelessly on the front lines by practicing [Fire Sense](#), a shared responsibility to prevent human-caused wildfires. Whether you're camping, driving, or enjoying the outdoors, please recreate responsibly and do your part to reduce wildfire risk.

Stay Informed

Agency-specific fire restrictions may vary. Please check the fire restrictions page for agency-specific orders and maps at UtahFireInfo.gov or visit the managing agency's website for detailed information.

Prevention & Safety Resources: www.UtahFireSense.org

Current Wildfire Updates: Follow @UtahWildfire on social media

National Fire Information: www.nifc.gov

Agency Media Contacts

Kayli Guild, Utah Division of Forestry, Fire, and State Lands – 385-377-0336

Blake Johnson, Bureau of Land Management – 385-460-0760

Sierra Hellstrom, U.S. Forest Service – 801-940-4935

Kevin Sweeney, National Park Service – imr_fire_information@nps.gov

Stay safe and help protect Utah's public lands from human-caused wildfire.



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

JOEL FERRY
Executive Director

Division of Forestry, Fire and State Lands

JAMIE BARNES
State Forester/Director

FIRE RESTRICTION AMENDMENT OF ORDER #UTCLO2505 STAGE 2 RESTRICTION RESCINDMENT STAGE 1 RESTRICTION ORDER

Moderated fire danger indices and improved weather conditions have resulted in reduced wildfire hazard. As a result, statewide fire restrictions set in place within the State of Utah on, July 31, 2025, on state and unincorporated private lands are hereby amended beginning **August 28, 2025 at 0001 hours**. Stage 2 restrictions on all open fires are hereby rescinded; however Stage 1 restrictions remain in place.

Therefore, pursuant to Utah State Law, Section 65A-8-212, the following acts (also known as "Stage 1 Fire Restrictions") are prohibited in the areas described below until rescinded by the Utah State Forester:

1. No open fires of any kind except within established facilities in improved campgrounds or day-use areas on **public** lands. -OR- in permanently constructed fire pits at permanent **private** dwellings served by pressurized running water.
2. Smoking, except within an enclosed vehicle, trailer or building, a developed recreation site or while stopped in an area that is paved or free from dry vegetation.
3. Cutting, welding or grinding metal in areas of dry vegetation.
4. Operating a motorcycle, chainsaw, ATV, or other small internal combustion engine without an approved and working spark arrestor.
5. Discharging or using any fireworks, tracer ammunition, or other pyrotechnic devices, including exploding targets.

The following persons are exempted from the above prohibitions:

1. Persons with a permit or waiver issued by the Division, specifically authorizing a specified act at a specific location. A waiver does not relieve the permittee of liability if a fire does occur.
2. Any on-duty firefighter in the performance of an official duty.

Area Description: All unincorporated private and all state lands within the State of Utah.

This order **does not affect** private lands within **incorporated towns or city limits**.

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

Wade Snyder, State Assistant Fire Management Officer

Jamie Barnes (Aug 27, 2025 14:28:08 MDT)

Jamie Barnes, State Forester



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!

Redevelopment Agency of Morgan City

2025 Annual Report



ZIONS PUBLIC FINANCE, INC.

June 2025

Table of Contents

Chapter 1 – Background and Overview.....	3
Chapter 2 – Commercial Street Redevelopment Area (RDA).....	5
Background Information.....	5
A. Changes in Marginal Value (<i>Utah Code 17C-1-603(3)(a)</i>)	5
B. Amount of Project Area Funds Received by Agency (<i>Utah Code 17C-1-603(3)(b)</i>)	5
C. Description of Current and Anticipated Project Area Development (<i>Utah Code 17C-1-603(3)(c)</i>)	7
D. Project Area Budget (<i>Utah Code 17C-1-603(3)(d)</i>).....	7
E. Tax Increment Receipts for Current Year (<i>Utah Code 17C-1-603(3)(e)</i>).....	8
F. Projected Tax Increment Receipts for Next Calendar Year (<i>Utah Code 17C-1-603(3)(f)</i>)	8
G. Commercial Street Redevelopment Area Map (<i>Utah Code 17C-1-603(3)(g)</i>)	9
H. Description of Goals, Policies, and Purposes of the Plan (<i>Utah Code 17C-1-603(3)(h)</i>)	9
Appendix A: Multi-Year Budget	10

Chapter 1 – Background and Overview

This report is prepared for the Redevelopment Agency of Morgan City in accordance with the requirements of Utah Code Section 17C-1-603, which requires that an Agency submit project area data to a public database maintained by the Governor’s Office of Economic Opportunity (GOEO) on or before June 30 of each year. Agencies are required to provide updated information on each of the project areas that are currently collecting funds.

There is one project area in Morgan City that is actively collecting funds:

- Commercial Street Redevelopment Area

The requirements for the report are listed specifically in the Utah Code 17C-1-603 as follows and must be addressed separately for each of the four active project areas whose project area funds collection period has not expired.

- (a) *An assessment of the **change in marginal value**, including:*
 - (i) *The base year;*
 - (ii) *The base taxable value;*
 - (iii) *The prior year’s assessed value;*
 - (iv) *The estimated current assessed value;*
 - (v) *The percentage change in marginal value; and*
 - (vi) *A narrative description of the relative growth in assessed value;*
- (b) *The amount of **project area funds the agency received for each year of the project area funds collection period**, broken down by the applicable budget or funds analysis category including:*
 - (i) *A comparison of the actual project area funds received for each year to the amount of project area funds forecasted for each year when the project area was created, if available;*
 - (ii)
 - (A) *The Agency’s historical receipts and expenditures of project area funds, including the tax year for which the Agency first received project area funds from the project area; or*
 - (B) *If the Agency has not yet received project area funds from the project area, the year in which the Agency expects each project area funds collection period to begin;*
 - (iii) *A list of each taxing entity that levies or imposes a tax within the project area and a description of the benefits that each taxing entity receives from the project area; and*
 - (iv) *The amount paid to other taxing entities under Section 17C-1-410, if applicable;*
- (c) *A **description of current and anticipated project area development**, including:*
 - (i) *A narrative of any significant project area development, including infrastructure development, site development, participation agreements, or vertical construction; and*
 - (ii) *Other details of development within the project area, including*
 - (A) *The total developed acreage;*
 - (B) *The total undeveloped acreage;*
 - (C) *The percentage of residential development; and*
 - (D) *The total number of housing units authorized, if applicable;*

- (d) The **project area budget**, if applicable, or other project area funds analyses, with receipts and expenditures categorized by the type of receipt and expenditure related to the development performed or to be performed under the project area plan, including:
 - (i) Each project area funds collection period;
 - (A) The start and end date of the project area funds collection period; and
 - (B) The number of years remaining in each project area funds collection period;
 - (ii) The total amount of project area funds the Agency is authorized to receive from the project area cumulatively and from each taxing entity, including:
 - (A) The total dollar amount; and
 - (B) The percentage of the total amount of project area funds generated within the project area;
 - (iii) The remaining amount of project area funds the Agency is authorized to receive from the project area cumulatively and from each taxing entity; and
 - (iv) The amount of project area funds the agency is authorized to use to pay for the agency's administrative costs, as described in Subsection 17B-1-409(1), including:
 - (A) The total dollar amount; and
 - (B) The percentage of the total amount of all project area funds;
- (e) The estimated **amount of project area funds** that the Agency is authorized to receive from the project area for the **current calendar year**;
- (f) The estimated **amount of project area funds** to be paid to the Agency for the **next calendar year**;
- (g) A **map** of the project area;
- (h) A description of how the goals, policies, and purposes of the project area plan have been furthered during the preceding year; and
- (i) Any other relevant information the Agency elects to provide.

The information provided in this report is for informational purposes only and does not alter the amount of project area funds that an Agency is authorized to receive from a project area.

This report, with separate database filing, meets all legal requirements and is organized as follows:

- Chapter 1: Background and Overview
- Chapter 2: Commercial Street Redevelopment Area

Chapter 2 – Commercial Street Redevelopment Area (RDA)

Background Information

The Commercial Street Redevelopment Area (RDA) was created in 1993 and increment was triggered in 1994. The Project Area consists of approximately 81.54 acres located southwest of Commercial Street and northeast of 250 East; northwest of 100 North and southeast of approximately 525 North.

TABLE 2.1 PROJECT AREA DESCRIPTION

Project Area Data	
Year Established	1993
Initial Year of Tax Increment	1994
Time Frame for Tax Increment Collection (1994 – 2018)	25 years
Project Area Extension (2019 – 2028)	10 years
Last Year of Tax Increment (prior to extension)	2018
Last Year of Tax Increment (post extension)	2028

The Project Area was created to eliminate the spread of blight in the Project Area and to increase the economic base of the City.

A. Changes in Marginal Value (*Utah Code 17C-1-603(3)(a)*)

The base year value as reflected by the Morgan County Assessor's Office is \$2,087,614.

TABLE 2.2: TAXABLE AND MARGINAL VALUES

Utah Code 17C-1-603(3)(a) Requirement		Value
(i)	Base Year	1993
(ii)	Base Taxable Value	\$2,087,614
(iii)	Prior Year (2023) Assessed Value	\$35,702,053
	Prior Year (2024) Assessed Value	\$35,562,401
(iv)	Estimated Current Year (2025) Assessed Value	\$36,629,273
(v)	Prior Year (2023) Marginal Value	\$33,614,439
	Prior Year (2024) Marginal Value	\$33,474,787
	% Change in Marginal Value (2023 to 2024)	-0.42%
(vi)	The total taxable value in the project area has grown from \$2,087,614 at the inception of the area, to \$35,614,439 - an increase of 1,510.18 percent. The assessed value of the project area in 2023 was \$35,702,053. The assessed value in 2024 was \$35,562,401 - a decrease of 0.42 percent over the one-year time period.	

B. Amount of Project Area Funds Received by Agency (*Utah Code 17C-1-603(3)(b)*)

In 2024, the Agency received \$245,793 in tax increment funds.¹ The Agency's historical receipts of project area funds for which data could be obtained are shown below. Original projections for the Project Area are not available. Funds were distributed to the Agency based on a predetermined percent of incremental tax revenues for a period of 25 years.

¹ Amount is shown after disbursement to taxing entities participating in project area.

The Project Area was extended by 10 years, with a collection period between 2019-2028. Funds are distributed to the Agency based on 100 percent of an adjusted incremental tax value. According to approved agreements, the Agency receives 100 percent of the incremental revenues, and then disburse a portion of the revenue back to the participating taxing entities. The interlocal agreement was also amended in 2023 to adjust the cost share to a simple 75 percent to the RDA, with 25 percent returning to the participating taxing entities. This formula is on the increment value and does not include the base value, which the taxing entities still receive 100 percent.

TABLE 2.3: PROJECT AREA FUNDS RECEIVED

Year	Amount Received
2024	\$245,793
2023	\$254,013
2022	\$204,525
2021	\$108,985
2020	\$112,615
2019	\$123,369
2018	\$100,146
2017	\$81,159
2016	\$78,414
2015	\$72,418
2014	\$68,281
2013	\$73,844
2012	\$45,886
2011	\$37,478
2010	\$37,478
2009	\$42,000
2008	\$42,914
2007	\$44,510
2006	\$45,157
2005	\$48,000
2004	\$46,635
2003	\$48,000
2002	\$40,000
2001	\$30,717
2000	\$20,000
1999	\$21,302
1998	\$18,429
1997	\$16,030
1996	\$14,150
1995	\$11,800

The first year for which the Agency received project area funds was 1995.

Benefits received by each taxing entity are summarized on Table 2.4.

TABLE 2.4: SUMMARY OF BENEFITS BY TAXING ENTITY

Taxing Entity	Benefits
Morgan County	Incremental tax revenues to taxing entities; increased property values; infrastructure improvements; new business development
Morgan County School District	Incremental tax revenues to taxing entities; increased property values; infrastructure improvements; new business development
Morgan City	Incremental tax revenues to taxing entities; increased property values; infrastructure improvements; new business development

C. Description of Current and Anticipated Project Area Development (*Utah Code 17C-1-603(3)(c)*)

Since the RDA was renewed in 2018 grants have been used to provide Morgan's first Hotel. It has also provided four grants to rehabilitate vacant buildings, all worth approximately \$40k each. This year the RDA restructured the incentive for the Hotel. The Cobblestone Hotel went through foreclosure and the new owners agreed to convert the Hotel to a more well-known brand: Comfort Inn. The incentive honored the original dollar amount but provided more money upfront and less on the following years to assist with the conversion and signage.

The RDA also received a Rural Communities Opportunities Grant from the Governor's Office of Economic Opportunity to fund an alleyway and plaza behind Commercial Street. The project will be a significant investment and help the current businesses with parking and rear access to their buildings. It also increases the value of the vacant property by installing the infrastructure for future development. The plaza will also provide an area to host community events with an outdoor stage and seating.

The project area has 52.58 developed acres, 17.46 undeveloped acres, and 14.50 road acres. Approximately 31 percent of the area is in residential development, with four residential units currently approved.

D. Project Area Budget (*Utah Code 17C-1-603(3)(d)*)

A project area budget for the Commercial Street RDA is included in Appendix A.

The collection period for the project area funds commenced in 1994 for all taxing entities. The RDA was renewed for an additional 10-year period beginning in 2019.

The Agency is authorized to receive the following percentages from each member of the taxing entity for the specified years. There is no cap on project area funds to be received; rather, the cap was a percentage through 2018 for all taxing entities, later extended through 2028.

TABLE 2.5: TAX ENTITY CONTRIBUTION

Time Period	% of Increment to Agency
1994-1998	100%
1999-2003	80%
2004-2008	75%
2009-2013	70%
2014-2018	60%

Time Period	% of Increment to Agency
2019-2028	100%*

*While the Agency will receive 100 percent of the increment, it will then disburse back to the taxing entities 25 percent of incremental tax revenues.

The remaining amount of funds that the Agency is authorized to receive is based on the percentages of total increment shown in the preceding table. There is no future cap on project area funds to be received; rather the cap is the percentage amount through 2028 for all taxing entities.

The Agency is authorized to receive and allocate five percent of revenues as administrative expenses. There is no dollar cap amount on the administrative expenses; rather, the cap amount is five percent of all revenues received through 2028.

With the approved extension, there are five years remaining for tax increment collection.

E. Tax Increment Receipts for Current Year (Utah Code 17C-1-603(3)(e))

The following table shows the tax increment that was received by the Agency in 2025 for tax receipts in 2024.

TABLE 2.6: 2025 TAX INCREMENT COLLECTION

Taxing Entity	Amount Paid to Agency*	Amount Disbursed to Taxing Entities	Amount Remaining with Agency
Morgan County	\$58,087	\$14,522	\$43,565
Morgan School District	\$226,631	\$56,658	\$169,973
Morgan City	\$43,007	\$10,752	\$32,255
Total	\$327,724	\$81,931	\$245,793
Agency Expenses			
Administrative Cost			\$(12,290)
Remaining Increment for Projects			\$233,503

*While the Agency will receive 100 percent of the increment, it will then disburse back to the taxing entities 25 percent of incremental tax revenues.

F. Projected Tax Increment Receipts for Next Calendar Year (Utah Code 17C-1-603(3)(f))

The following tax increment projections are for informational purposes only and are not meant to limit in any way the actual amount of tax increment to be received by the Agency.

TABLE 2.7: PROJECTED 2025 TAX INCREMENT COLLECTION

Taxing Entity	Amount Paid to Agency*	Amount Disbursed to Taxing Entities	Amount Remaining with Agency
Morgan County	\$59,939	\$14,985	\$44,954
Morgan School District	\$233,854	\$58,463	\$175,390
Morgan City	\$44,377	\$11,094	\$33,283
Total	\$338,170	\$84,542	\$253,627

Agency Expenses

Administrative Cost	(\$12,681)
Remaining Increment for Projects	\$240,946

*While the Agency will receive 100 percent of the increment, it will then disburse back to the taxing entities 25 percent of incremental tax revenues.

G. Commercial Street Redevelopment Area Map (Utah Code 17C-1-603(3)(g))**H. Description of Goals, Policies, and Purposes of the Plan (Utah Code 17C-1-603(3)(h))**

The Redevelopment Agency continues to look for ways to make improvements to the area and bring new development. The significant growth in the project area is indicative of successful application of the project area goals to stimulate economic activity in the City. The goals of the RDA are being accomplished. The fourth vacant building is currently being renovated and the previous three building renovations are complete. This building will include event space for Commercial Street. The Agency has also renovated a Historic Train Depot and created a Visitors Center to increase visitation and enhance the experience in area. Commercial Street is busier than it has been in 35 years.

Appendix A: Multi-Year Budget

Morgan City Redevelopment Agency
Commercial Street Redevelopment Area
Multi-Year Budget

Property Valuation														
RDA Budget Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Tax Increment Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Base Year Value														
Real Property	\$2,087,614	\$2,087,614	\$2,086,614	\$1,718,345	\$1,719,345	\$1,719,345	\$1,719,345	\$1,719,345	\$1,719,345	\$1,719,345	\$1,719,345	\$1,719,345	\$1,719,345	\$1,719,345
Personal Property				\$368,269	\$368,269	\$368,269	\$368,269	\$368,269	\$368,269	\$368,269	\$368,269	\$368,269	\$368,269	\$368,269
Centrally Assessed														
Total Base Year Value	\$2,087,614	\$2,087,614	\$2,086,614	\$2,086,614	\$2,087,614	\$2,087,614	\$2,087,614	\$2,087,614	\$2,087,614	\$2,087,614	\$2,087,614	\$2,087,614	\$2,087,614	\$2,087,614
Assessed Value														
Real Property		\$11,802,485	\$12,480,805	\$13,519,224	\$16,143,367	\$16,457,004	\$20,357,960	\$21,083,096	\$30,854,408	\$31,947,688	\$32,906,119	\$33,893,302	\$34,910,101	\$35,957,404
Personal Property		\$1,128,612	\$1,154,615	\$1,836,764	\$1,632,915	\$1,789,593	\$2,003,740	\$4,261,393	\$4,744,149	\$3,503,015	\$3,608,105	\$3,716,349	\$3,827,839	\$3,942,674
Centrally Assessed		\$91,289	\$98,125	\$110,327	\$570,332	\$638,000	\$692,674	\$693,196	\$103,496	\$111,698	\$115,049	\$118,500	\$122,055	\$125,717
Total Assessed Value	\$2,087,614	\$13,022,386	\$13,733,545	\$15,466,315	\$18,346,614	\$18,884,597	\$23,054,374	\$26,037,685	\$35,702,053	\$35,562,401	\$36,629,273	\$37,728,151	\$38,859,996	\$40,025,796
Incremental Value														
Incremental Real Property Value	\$9,221,771	\$10,083,140	\$10,762,460	\$11,800,879	\$14,424,022	\$14,737,659	\$18,638,615	\$19,363,751	\$29,135,063	\$30,228,343	\$31,186,774	\$32,173,957	\$33,190,756	\$34,238,059
Incremental Personal Property Value	\$695,390	\$760,343	\$786,346	\$1,468,495	\$1,264,646	\$1,421,324	\$1,635,471	\$3,893,124	\$4,375,880	\$3,134,746	\$3,239,836	\$3,348,080	\$3,459,570	\$3,574,405
Incremental Centrally Assessed Value	\$83,490	\$91,288	\$98,125	\$110,327	\$570,332	\$638,000	\$692,674	\$693,196	\$103,496	\$111,698	\$115,049	\$118,500	\$122,055	\$125,717
Total Marginal Value	\$10,000,651	\$10,934,772	\$11,646,931	\$13,379,701	\$16,259,000	\$16,796,983	\$20,966,760	\$23,950,071	\$33,614,439	\$33,474,787	\$34,541,659	\$35,640,537	\$36,772,382	\$37,938,182

Adjusted Year End Values				
Incremental Value Morgan County				
Real Property	\$8,730,798	\$7,553,086	\$7,779,679	
Personal Property	\$765,485	\$576,593	\$593,890	
Centrally Assessed	\$345,220	\$382,799	\$394,283	
Total Incremental Value	\$9,841,503	\$8,512,478	\$8,767,852	
Incremental Value Morgan County School District				
Real Property	\$8,135,980	\$7,553,086	\$7,779,679	
Personal Property	\$713,334	\$576,593	\$593,890	
Centrally Assessed	\$321,700	\$382,799	\$394,283	
Total Incremental Value	\$9,171,014	\$8,512,478	\$8,767,852	
Adjusted Year End Incremental Value Morgan City				
Real Property	\$9,533,407	\$7,553,086	\$7,779,679	
Personal Property	\$835,855	\$576,593	\$593,890	
Centrally Assessed	\$376,954	\$382,799	\$394,283	
Total Incremental Value	\$10,746,216	\$8,512,478	\$8,767,852	

Tax Rates														
RDA Budget Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Tax Increment Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Real & Centrally Assessed														
Morgan County	0.002248	0.002248	0.002100	0.002649	0.002607	0.002517	0.002291	0.001931	0.001815	0.001727	0.001727	0.001727	0.001727	0.001727
Morgan School District	0.007596	0.007596	0.007596	0.008047	0.008891	0.009202	0.008609	0.008129	0.006772	0.006770	0.006770	0.006770	0.006770	0.006770
Morgan City	0.001912	0.001912	0.001720	0.001724	0.001544	0.001524	0.001471	0.001135	0.001321	0.001281	0.001281	0.001281	0.001281	0.001281
Weber Basin Water Conservancy	0.000187	0.000187	0.000174	0.000164	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Total	0.011943	0.011943	0.011590	0.012584	0.013042	0.013243	0.012371	0.011195	0.009908	0.009778	0.009778	0.009778	0.009778	0.009778
Personal Property														
Morgan County		0.002375	0.002248	0.002100	0.002649	0.002607	0.002517	0.002291	0.001931	0.001815	0.001815	0.001815	0.001815	0.001815
Morgan School District		0.007596	0.007596	0.007596	0.008047	0.008891	0.009202	0.008609	0.008129	0.006772	0.006772	0.006772	0.006772	0.006772
Morgan City		0.001902	0.001912	0.001720	0.001724	0.001544	0.001524	0.001471	0.001135	0.001321	0.001321	0.001321	0.001321	0.001321
Weber Basin Water Conservancy		0.000196	0.000187	0.000174	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Total		0.012069	0.011943	0.011590	0.012420	0.013042	0.013243	0.012371	0.011195	0.009908	0.009908	0.009908	0.009908	0.009908

[illegible]

Tax Increment Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Tax Increment Calculations														
RDA Budget Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Tax Increment Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Incremental Real & Central Property Tax Revenues	Totals													
Morgan County	\$570,211	\$0	\$22,872	\$22,807	\$31,553	\$39,090	\$38,701	\$44,288	\$38,730	\$53,068	\$52,397	\$54,058	\$55,769	\$57,531
Morgan School District	\$2,152,008	\$0	\$77,285	\$82,497	\$95,849	\$133,315	\$141,487	\$166,423	\$163,043	\$198,004	\$205,402	\$211,913	\$218,620	\$225,528
Morgan City	\$402,101	\$0	\$19,454	\$18,680	\$20,535	\$23,151	\$23,433	\$28,436	\$22,765	\$38,624	\$38,866	\$40,098	\$41,367	\$42,674
Weber Basin Water Conservancy	\$5,746	\$0	\$1,903	\$1,890	\$1,953	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$3,130,066	\$0	\$121,513	\$125,874	\$149,891	\$195,556	\$203,620	\$239,147	\$224,538	\$289,696	\$296,665	\$306,069	\$315,756	\$325,733
Incremental Personal Property Tax Revenues														
Morgan County	\$65,612		\$1,806	\$1,768	\$3,084	\$3,350	\$3,705	\$4,116	\$8,919	\$8,450	\$5,690	\$5,880	\$6,077	\$6,279
Morgan School District	\$243,330		\$5,776	\$5,973	\$11,155	\$10,177	\$12,637	\$15,050	\$33,516	\$35,572	\$21,228	\$21,940	\$22,673	\$23,428
Morgan City	\$45,172		\$1,446	\$1,503	\$2,526	\$2,180	\$2,195	\$2,492	\$5,727	\$4,967	\$4,141	\$4,280	\$4,423	\$4,570
Weber Basin Water Conservancy	\$552		\$149	\$147	\$256	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$354,665		\$9,177	\$9,391	\$17,020	\$15,707	\$18,537	\$21,659	\$48,162	\$48,988	\$31,059	\$32,100	\$33,173	\$34,277
Total Increment Disbursed to Agency for Disbursement														
Morgan County	\$551,933					\$42,440	\$42,406	\$48,404	\$47,649	\$61,518	\$58,087	\$59,939	\$61,846	\$63,810
Morgan School District	\$2,116,804					\$143,491	\$154,124	\$181,473	\$196,559	\$233,575	\$226,631	\$233,854	\$241,293	\$248,956
Morgan City	\$383,129					\$25,332	\$25,627	\$30,929	\$28,491	\$43,591	\$43,007	\$44,377	\$45,789	\$47,244
Weber Basin Water Conservancy	\$0					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$3,051,865					\$211,263	\$222,157	\$260,806	\$272,699	\$338,684	\$327,724	\$338,170	\$348,928	\$360,010
Agency Budget														
RDA Budget Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Tax Increment Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Disbursement Rates to Entities														
Morgan County						25%	25%	25%	25%	25%	25%	25%	25%	25%
Morgan School District						25%	25%	25%	25%	25%	25%	25%	25%	25%
Morgan City						25%	25%	25%	25%	25%	25%	25%	25%	25%
Weber Basin Water Conservancy						0%	0%	0%	0%	0%	0%	0%	0%	0%
Increment Disbursed to Taxing Entities	Totals													
Morgan County	\$204,089	\$0	\$9,871	\$9,830	\$13,855	\$16,751	\$20,928	\$28,183	\$11,912	\$15,379	\$14,522	\$14,985	\$15,461	\$15,953
Morgan School District	\$765,006	\$0	\$33,224	\$35,388	\$42,802	\$62,554	\$75,971	\$105,638	\$49,140	\$58,394	\$56,658	\$58,463	\$60,323	\$62,239
Morgan City	\$140,199	\$0	\$8,360	\$8,073	\$9,224	\$8,589	\$12,642	\$18,000	\$7,123	\$10,898	\$10,752	\$11,094	\$11,447	\$11,811
Weber Basin Water Conservancy	\$2,519	\$0	\$821	\$815	\$884	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,111,813	\$0	\$52,276	\$54,106	\$66,764	\$87,894	\$109,542	\$151,821	\$68,175	\$84,671	\$81,931	\$84,542	\$87,232	\$90,003
Increment to Agency														
Morgan County	\$431,734	\$0	\$14,807	\$14,745	\$20,782	\$25,689	\$21,478	\$20,221	\$35,737	\$46,138	\$43,565	\$44,954	\$46,384	\$47,858
Morgan School District	\$1,630,332	\$0	\$49,836	\$53,082	\$64,202	\$80,937	\$78,152	\$75,835	\$147,419	\$175,181	\$169,973	\$175,390	\$180,970	\$186,717
Morgan City	\$307,074	\$0	\$12,540	\$12,110	\$13,836	\$16,743	\$12,985	\$12,929	\$21,369	\$32,693	\$32,255	\$33,283	\$34,342	\$35,433
Weber Basin Water Conservancy	\$3,778	\$0	\$1,231	\$1,222	\$1,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$2,372,918	\$0	\$78,414	\$81,159	\$100,146	\$123,369	\$112,615	\$108,985	\$204,525	\$254,013	\$245,793	\$253,627	\$261,696	\$270,008
Agency Expenses														
Administrative	(\$118,646)	\$0	(\$3,921)	(\$4,058)	(\$5,007)	(\$6,168)	(\$5,631)	(\$5,449)	(\$10,226)	(\$12,701)	(\$12,290)	(\$12,681)	(\$13,085)	(\$13,500)
Remaining Increment for Projects	\$2,254,272	\$0	\$74,493	\$77,101	\$95,139	\$117,201	\$106,984	\$103,536	\$194,298	\$241,312	\$233,503	\$240,946	\$248,612	\$256,507



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: 09/02/2025 Time Requested: _____
Name: Casey Basaker Phone: (801) 821-2457
Address: _____
Email: cbasaker@morgancountyutah.gov Fax: _____
Associated County Department: Human Resources

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

I would like to report to the commission on how my AI training and PSHRA conference went.

WILL YOUR AGENDA ITEM BE FOR:

**DISCUSSION
DECISION
BOTH
INFORMATION ONLY**

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

ABOUT USU EXTENSION



WHAT IS EXTENSION?

UTAH STATE UNIVERSITY EXTENSION PROVIDES RESEARCH-BASED PROGRAMS AND RESOURCES WITH THE GOAL OF IMPROVING THE LIVES OF INDIVIDUALS, FAMILIES AND COMMUNITIES THROUGHOUT UTAH. USU EXTENSION OPERATES THROUGH A COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE, UTAH STATE UNIVERSITY, AND COUNTY GOVERNMENTS.

ABOUT USU EXTENSION



WHAT IS EXTENSION?



Agriculture & Natural
Resources



Business & Community



Food, Health &
Wellness



Gardening



Home, Finance &
Relationships



Utah 4-H & Youth

AMANDA CHRISTENSEN, AFC

EXTENSION PROFESSOR,
EXTENSION COUNTY DIRECTOR

AREAS OF EXPERTISE: PERSONAL FINANCE, COMMUNITY EDUCATION,
PROGRAM DESIGN, FOOD PRESERVATION.

IMPACT: SINCE 2020, AMANDA HAS RECEIVED NEARLY 3 MILLION IN TANF GRANT FUNDING TO CREATE AND DELIVER PERSONAL FINANCE PROGRAMS THAT ADDRESS UTAH'S UNIQUE ISSUES. SHE'S GUIDED THE EFFORTS TO DELIVER 750 CLASSES, REACHING MORE THAN 26,000 PARTICIPANTS ACROSS EVERY COUNTY IN UTAH SUPPORTED BY COLLABORATIONS WITH MORE THAN 60 COMMUNITY PARTNERS. HER TEAM HAS RECEIVED 4 CONSECUTIVE BEST OF STATE AWARDS. AMANDA IS CREATOR OF THE UTAH MONEY MATTERS BLOG AND SOCIAL MEDIA PLATFORMS. SHE IS CO-AUTHOR OF THE POWERPAY MONEY MASTER ONLINE COURSE.



NICOLE REED

4-H PROGRAM COORDINATOR II

AREAS OF EXPERTISE: YOUTH DEVELOPMENT EDUCATION, COLLEGE AND CAREER READINESS, YOUTH RÉSUMÉS & COVER LETTERS



**11 years
of service**

IMPACT: NICOLE'S CURRENT PRIORITIES INCLUDE LEADING THE DEVELOPMENT AND EXPANSION OF THE STATEWIDE 4-H & FFA RABBIT PROGRAM, GROWING THE 4-H ENTREPRENEUR PROGRAM TO REACH NEW AUDIENCES, AND IMPLEMENTING THE 4-H PORTFOLIO INITIATIVE, WHICH TEACHES YOUTH ESSENTIAL CAREER SKILLS SUCH AS RÉSUMÉ AND COVER LETTER WRITING. EACH YEAR, NICOLE COORDINATES 25+ PROGRAMS, ENGAGING AN AVERAGE OF 365 YOUTH AND 37 VOLUNTEERS. OVER THE PAST FOUR YEARS, THIS HAS PROVIDED MORE THAN 1,400 YOUTH AND 150 VOLUNTEERS WITH MEANINGFUL 4-H EXPERIENCES THAT BUILD LEADERSHIP, LIFE SKILLS, AND COMMUNITY CONNECTIONS. NICOLE SERVES AS THE WESTERN REGION DIRECTOR OF FINANCES ON THE NATIONAL ASSOCIATION OF EXTENSION 4-H YOUTH DEVELOPMENT PROFESSIONALS BOARD OF TRUSTEES.

SARA WILLIAMS

STAFF ASSISTANT II



**3 years
of service**

AREAS OF EXPERTISE: OFFICE SUPPORT/RECEPTION, SOCIAL MEDIA, NEWSLETTERS

IMPACT: INCREASED COMMUNITY ENGAGEMENT THROUGH SOCIAL MEDIA, EXPANDED VISIBILITY WITH QUARTERLY NEWSLETTERS, AND PROVIDED FRONT-LINE SUPPORT TO HUNDREDS OF FAMILIES PARTICIPATING IN EXTENSION AND 4-H PROGRAMS.

MAGGI MATHEWS

EXTENSION ASSISTANT
PROFESSOR

AREAS OF EXPERTISE: AGRICULTURE AND NATURAL RESOURCES, NOXIOUS WEEDS

IMPACT: WITH LESS THAN TWO YEARS UNDER HER BELT, MAGGI IS FOCUSED ON BUILDING RELATIONSHIPS WITH PRODUCERS AND PUBLIC, WHILE PROVIDING EVENTS SUCH AS CROP SCHOOL, PESTICIDE SAFETY AND CERTIFICATION, AND PROVIDING RESOURCES AND A SUPPORT SYSTEM FOR THE AGRICULTURE COMMUNITY IN CHANGING AND TRYING TIMES.



**1.5 years
of service**

ANDRA PETTIT

EXTENSION ASSISTANT
PROFESSOR

AREAS OF EXPERTISE: HORTICULTURE, ORNAMENTAL HORTICULTURE

IMPACT: ANDRA IS JUST STARTINNG OUT IN EXTENSION, BUT SHE PLANS TO GROW THE NUMBER OF VOLUNTEER HOURS THROUGH THE WEBER COUNTY MASTER GARDENER PROGRAM, STRENGTHEN OUTREACH OF THE DIAGNOSTIC CLINIC, AND EXPAND THE AVAILABILITY OF HORTICULTURAL KNOWLEDGE TO THE PUBLIC THROUGH CLASSES, RESEARCH, AND COLLABORATION WITH THE OGDEN BOTANICAL GARDENS.



**1.5 months
of service**

LARISSA THOMAS

4-H ASSISTANT

AREAS OF EXPERTISE: YOUTH DEVELOPMENT PROGRAMMING

IMPACT: LARISSA JUST STARTED IN HER ROLE THIS JULY. SHE WILL BE HELPING WITH THE 4-H AFTERSCHOOL PROGRAMS, TEEN COUNCIL, AND SUMMER CAMPS.



**2 months
of service**



2025 BUDGET CHANGE FORM

Date 8/26/2025

Department Extension

Department Head Signature *Danada Clifton*

Amount \$1,833

Move from GL Account#

Move to GL Account # 10-4610-110

Brief Description

Requesting funds to cover the cost of COLA raises for permanent staff (Nicole Reed and Sara Williams) salaries and benefits from now through December 2025. These employees' salaries change at the start of the fiscal year, not the calendar year. USU sends official salary notifications at the end of July.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Date 7.21.2025

Department Garbage Enterprise Fund

Department Head Signature _____

Amount \$7,800

Move from GL Account# 57-2951-000-000

Move to GL Account # 57-4424-130-000

Brief Description

Benefits were not calculated correctly.

Clerk/Auditor Use Only

Date Entered

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
57-4424-130-000 Employee Benefits						
			12/31/2024 (14/24) Balance	.00 *	.00 *	18,593.08
01/11/2025	PB	26	PAYROLL TRANS FOR 1/11/2025 PAY PERIOD	368.74		
01/25/2025	PB	59	PAYROLL TRANS FOR 1/25/2025 PAY PERIOD	296.78		
			01/31/2025 (01/25) Period Totals and Balance	665.52 *	.00 *	665.52
02/08/2025	PB	23	PAYROLL TRANS FOR 2/8/2025 PAY PERIOD	1,424.77		
02/22/2025	PB	61	PAYROLL TRANS FOR 2/22/2025 PAY PERIOD	398.76		
			02/28/2025 (02/25) Period Totals and Balance	1,823.53 *	.00 *	2,489.05
03/08/2025	PB	23	PAYROLL TRANS FOR 3/8/2025 PAY PERIOD	1,416.01		
03/22/2025	PB	68	PAYROLL TRANS FOR 3/22/2025 PAY PERIOD	354.19		
			03/31/2025 (03/25) Period Totals and Balance	1,770.20 *	.00 *	4,259.25
04/05/2025	PB	26	PAYROLL TRANS FOR 4/5/2025 PAY PERIOD	1,417.06		
04/19/2025	PB	65	PAYROLL TRANS FOR 4/19/2025 PAY PERIOD	356.39		
			04/30/2025 (04/25) Period Totals and Balance	1,773.45 *	.00 *	6,032.70
05/03/2025	PB	24	PAYROLL TRANS FOR 5/3/2025 PAY PERIOD	1,418.64		
05/17/2025	PB	65	PAYROLL TRANS FOR 5/17/2025 PAY PERIOD	349.47		
05/31/2025	PB	106	PAYROLL TRANS FOR 5/31/2025 PAY PERIOD	1,418.47		
			05/31/2025 (05/25) Period Totals and Balance	3,186.58 *	.00 *	9,219.28
06/14/2025	PB	26	PAYROLL TRANS FOR 6/14/2025 PAY PERIOD	346.15		
			06/30/2025 (06/25) Period Totals and Balance	346.15 *	.00 *	9,565.43
			12/31/2025 (14/25) Period Totals and Balance	.00 *	.00 *	9,565.43

YTD Encumbrance	.00	YTD Pending	.00	YTD Actual	9,565.43	Total	9,565.43	YTD Budget	8,454.00	Unexpended	1,111.43-
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Number of transactions: 12 Number of accounts: 1

Debit	Credit	Proof
-------	--------	-------

Total Garbage Enterprise Fund:

9,565.43	.00	9,565.43
----------	-----	----------

Number of transactions: 12 Number of accounts: 1

Debit	Credit	Proof
-------	--------	-------

Grand Totals:

9,565.43	.00	9,565.43
----------	-----	----------

16,182.34

\$ 7,728.34 More

Report Criteria:

Actual amounts

All accounts

Includes pending amounts

Includes report only transactions

Includes inactive journals

Account.Account number = "574424130000"



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: 09/02/2025 Time Requested: _____
Name: Luke Majewski Phone: (801) 643-3855
Address: 3520 Copper Mountain Circle
Email: lukemski4@gmail.com Fax: _____
Associated County Department: Airport

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

I am seeking approval for a community fundraiser event at the Morgan County Airport. This is a car show/plane show. The proceeds from this fundraiser will go to the Mountain Green Fire Department and the airport. I have approval from the airport advisory board and am looking for approval from the county to conduct this event on the afternoon of October 3rd.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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




Green Area: Show parking for planes and cars (limited to about 70-80 cars).

Orange Area: Possible secondary location for show parking.

Blue Area: Possible spots for food trucks and restrooms.

Pink Area: Areas where people attending can park.
Red X's: Entrances and areas that people will not be allowed to enter or park in.



No parking or walking

This is an aerial photograph of a car show site. A large green area is labeled 'Current Car Show Parking'. An orange outline surrounds this green area and extends to the right, labeled '2nd Possible Car Show parking'. A red arrow points to a red 'X' in the top left corner, labeled 'Emergency Exit'. Another red 'X' is in the top center. A blue circle is at the bottom center, labeled 'Check in area for registered cars and attendees.' Roads 'Willow Creek Rd' and 'Fox Hollow Rd' are visible on the right. A text box explains that the orange outline marks the show's perimeter. Restrooms are marked near the bottom of the green area.

Emergency Exit

Food Trucks

2nd Possible Car Show parking

Current Car Show Parking

Restrooms

The orange outlines the perimeter of the show.

Check in area for registered cars and attendees.

Willow Creek Rd

Willow Creek Rd

Fox Hollow Rd

MOUNTAIN GREEN ANIMAL HOSPITAL

STRAY ANIMAL HOUSING AGREEMENT

This Agreement is entered into on this 1 day of September, 2025, by and between Mountain Green Animal Hospital ("Hospital") and Morgan County Animal Control ("Animal Control").

1. Term of Agreement

This Agreement shall commence on September 1, 2025, and remain in effect for six (6) months, terminating on March 1, 2026, unless otherwise extended in writing by mutual consent of both parties.

2. Payment Terms

Animal Control agrees to pay the Hospital \$1,000.00 per month for the housing and care of stray animals brought in by Animal Control. Payment shall be due on the first (1st) day of each month.

3. Services Included

Under this Agreement, the Hospital shall provide the following services for animals housed under this arrangement:

1. Boarding in a safe and clean environment.
2. Feeding appropriate for the species and condition of the animal.
3. Rabies vaccination, administered as needed.
4. Other vaccines administered as directed and if needed.

4. Services Not Included

Surgical procedures, including but not limited to spay/neuter, wound repair, or other operations, are not included under this Agreement.

- Any surgical procedure shall be performed only upon mutual agreement between both parties.

- Costs for surgery will be billed separately at a rate mutually agreed upon in writing prior to the procedure.

-Any costs needed for hospitalization that is deemed needed by a veterinarian on site at time of intake of a pet.

4a. Euthanasia

Euthanasia, if deemed necessary for any animal housed under this Agreement, **is not included** in the monthly housing fee.

- Any euthanasia performed shall be **billed separately** on an as-needed basis.
- Costs for euthanasia must be agreed upon by both parties prior to the procedure.

4b. Emergency Care Authorization

Mtn Green Animal Hospital may, in its professional judgment, provide necessary emergency treatment up to a cost of \$250.00 per incident without prior approval. Costs exceeding this amount shall require written or verbal authorization from Morgan County Animal Control.

5. Weekend Stays

Mtn Green Animal Hospital must be notified in advance, if possible, if any animal will remain in the Hospital's care over a weekend, as there is no staff on site during weekend hours.

- Animal Control assumes responsibility for the care and well-being of animals during non-staffed hours unless otherwise agreed upon.

6. Owner Communication and Fees

Mtn Green Animal Hospital shall not be responsible for any communication with the owners or former owners of animals housed under this Agreement.

- All communication regarding the animals, including reunification, adoption, or other arrangements, shall be handled solely by Morgan County Animal Control.
- All fees for pets must be collected by Animal Control directly from the owners. Animal Control will be solely responsible for returning pets to their owners, or to new owners in the case of adoption.

7. Restricted Access

Animal Control officers shall have no reason to enter the treatment areas or main hospital areas of the Hospital unless explicitly authorized by Hospital staff.

- Unauthorized entry into these areas, including during hours in which the Hospital is closed, shall be considered a breach of this Agreement and may be grounds for immediate termination of the contract.

8. Communication

Communication with the Hospital may be conducted:

- By phone at: 1st 801-516-7004 OR 2nd 801-600-1558 OR 3rd 385-405-9953
- Directly on site at: Front Reception Area

All communications should be handled professionally and during Hospital business hours unless an emergency situation arises.

9. Property Damage

Any significant damage caused to Hospital property by animals, Animal Control officers, or associated parties shall be the financial responsibility of Animal Control/County Officials.

- The cost for repairs or replacement shall be determined and agreed upon by both parties prior to payment.
- Payment for damages shall be made within sixty (60) days of receipt of an itemized invoice from the Hospital.

10. Indemnification

Animal Control agrees to hold harmless and indemnify the Hospital, its staff, and representatives from any and all claims, damages, or liabilities arising from the animals housed under this Agreement, except in cases of gross negligence or willful misconduct by the Hospital.

11. Animal Behavior & Liability

Animal Control acknowledges that some animals may be aggressive, feral, or unpredictable. Animal Control retains all liability for animal temperament and handling risks. The Hospital does not guarantee outcomes for animals that are stressed, aggressive, or otherwise difficult to manage.

11a. Animal Death or Injury

The Hospital shall use reasonable veterinary judgment and standard care in housing and treating animals. However, Animal Control acknowledges that stray animals may be ill, stressed, injured, or otherwise at risk, and the Hospital shall not be liable for injury, illness, or death of any animal while under its care, **except in cases of proven gross negligence or willful misconduct.**

Any claims or demands from owners or third parties arising out of the condition, treatment, or death of such animals shall be the sole responsibility of Animal Control, which agrees to indemnify and defend the Hospital against such claims.

12. Quarantine & Public Health

The Hospital **will not house or provide care for animals placed under rabies quarantine or observation orders** pursuant to state or county law. Animal Control remains solely responsible for housing, management, reporting, and compliance with public health regulations for such animals.

13. Disposition of Unclaimed Animals

Animals unclaimed after **7 days**, or such period as required by law, shall remain the responsibility of Animal Control to transfer, adopt out, or humanely euthanize. The Hospital

shall not bear responsibility for long-term placement, adoption, or euthanasia decisions unless expressly authorized in writing.

14. Insurance

Animal Control shall maintain general liability insurance in an amount not less than **\$1,000,000 per occurrence** and shall name the Hospital as an additional insured. Proof of insurance shall be provided upon request.

15. Dispute Resolution

Any disputes arising under this Agreement shall first be subject to good-faith negotiation between the parties. If unresolved, the parties agree to submit the dispute to mediation prior to filing any court action.

16. Termination

Either party may terminate this Agreement with 30 days written notice. Upon termination, all outstanding fees must be paid in full.

17. Governing Law

This Agreement shall be governed by and construed under the laws of the State of **Utah**.

18. Entire Agreement

This document constitutes the entire Agreement between the parties. Any amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Mountain Green Animal Hospital

By: _____

Name:

Title:

Date:

County Official

By: _____

Name:

Title:

Date:

Project Cost Proposal
Morgan County-Animal Control Facility
Morgan Sheriff's Storage Building
 Estimate Date
 Estimate Expiration Date

8/18/2025
 9/18/2025



Item	Description	Units	QTY	Unit Cost	Total Cost
General Requirements	General Requirements-Project Management -Labor-Demo	LS	1	\$5,400.00	\$5,400.00
Earthwork	from Search & Rescue building to Metal Shop building.	LS	1	\$4,895.00	\$4,895.00
Concrete Cutting	Cutting concrete for bathroom plumbing and dog run kennel drains, 3 drains.	LS	1	\$8,400.00	\$8,400.00
Concrete	Repour of concrete slab that is cut out from install of plumbing.	LS	1	\$4,200.00	\$4,200.00
Metals	Metal framing dividing wall in shop building. Procure and install 3 dog kennels.	LS	1	\$17,736.00	\$17,736.00
Woods & Plastics	Bracing material for wall metal wall framing	LS	1	\$1,440.00	\$1,440.00
Thermal & Moisture Protection	Insulation and Moisture Protection in newly constructed dividing wall.	LS	1	\$4,200.00	\$4,200.00
Doors & Windows	Install one exterior metal man door and two interior man doors. Cut in and install 3 windows.	LS	1	\$14,340.00	\$14,340.00
Finishes	Sheet Rock, Paint, and rubber base.	LS	1	\$11,220.00	\$11,220.00
Specialties	Restroom accessories-mirror, grab bars and soap dispenser.	LS	1	\$1,920.00	\$1,920.00
Plumbing	Bathroom-One toilet, wall mounted sink, and drains.	LS	1	\$14,400.00	\$14,400.00
Electrical	Outlets on new dividing wall, light switches, and electrical to shop heater.	LS	1	\$4,680.00	\$4,680.00
HVAC	Shop Unit Heater-250,000 BTU ceiling hung unit.	LS	1	\$11,400.00	\$11,400.00
Utilizes	Water and Sewer line piping connection.	LS	1	\$10,200.00	\$10,200.00

Estimated Project Total	\$114,431.00
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Assumptions

Work to be completed during normal business hours. It is assumed that the sewer and water hook ups are within 50 ft of the steel shop building. It is assumed that the gas hook up is within 50 ft of the steel shop building.

Excluded Items

Excluded Items

1. Permit Cost.
2. Dump fees.
3. Relocation of utilities.
4. Moving of stored items.
5. Weather delays.
6. Supplier delays.
7. Construction site to be accessible and clear for demolition.
8. Plumbing relocation or repairs.
9. Masonry repairs.
10. Glass repair or removal
11. Data wiring and connection
12. Fire sprinklers.
13. Special Inspections.
14. Additional gas line runs.
15. Ventilation fans during demolition.
16. Store front glass.
17. Flooring
18. Asbestos Removal & Testing
19. Septic system and drain field.

Standard Notes

1. A fuel surcharge will be added per machine hour if fuel prices increase more than 5% above prices at time of bid.
2. This Bid will expire in 30 days from date shown. Prices are subject to change if order or award is not received within 30 days
3. Price includes one mobilization and demobilization.
4. Bid prices have been determined based on award of all bid items. Any items individual sold will be subject to a price increase.
5. Bid prices include regular day time working hours. Additional charges may apply if night or overtime work is required.
6. ACS is not responsible regrading or recompacting areas disturbed by other trades or operations.
7. ACS is not responsible for weather related delays.
8. Water required for dust control and compacting will be available onsite at no charge to ACS or it's subcontractors.

Escalation Clause

1. Price's quoted at current materials pricing, prices good for 30 days. ACS reserves the right to update pricing as market conditions change.

Terms:

Bids are good for 30 days

Bid Price is for payment within 30 days

Payment terms are Net 30 days. All past due invoices are subject to the maximum amount of interest allowable by law.





RESOLUTION NO. CR 25-48

A RESOLUTION AUTHORIZING THE CERTIFICATION OF DELINQUENT SOLID WASTE FEES TO THE MORGAN COUNTY TREASURER FOR COLLECTION ON THE PROPERTY TAX NOTICE

WHEREAS, Utah Code § 19-6-506 authorizes counties to establish a schedule of solid waste fees and to provide that delinquent fees may be certified to the county treasurer and collected as part of the regular ad valorem property tax billing and collection system, if it is feasible to do so; and

WHEREAS, Morgan County has previously established solid waste fees applicable to properties within the County, the revenue from which is used for solid waste purposes; and

WHEREAS, the Morgan County Clerk currently operates a billing system that provides for the routine billing and collection of current solid waste charges, but the governing body finds that this system is not sufficient to ensure the timely and consistent enforcement of delinquent accounts; and

WHEREAS, the Board of County Commissioners finds that it is both feasible and necessary for the Morgan County Treasurer to include delinquent solid waste fees on the property tax notice in order to protect the County's fiscal interests and ensure equity among ratepayers; and

WHEREAS, pursuant to Utah Code § 19-6-506(4), Morgan County will reimburse the County Treasurer annually for the actual costs incurred in billing and collecting such fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Morgan County, Utah, that:

1. **Certification of Delinquent Accounts.** Solid waste fees that are more than 90 days delinquent may be certified to the Morgan County Treasurer for inclusion on the regular ad valorem property tax notice.
2. **Collection.** Certified delinquent solid waste fees shall be billed, collected, and enforced by the Morgan County Treasurer in the same manner as delinquent property taxes, consistent with Utah Code § 19-6-506(3).
3. **Reimbursement.** Morgan County shall reimburse the County Treasurer annually for the actual costs of including certified delinquent fees on the property tax system, as required by law.
4. **Administration.** The Morgan County Clerk/Auditor, Leslie Hyde, is authorized and directed to prepare and deliver to the Treasurer a list of delinquent solid waste accounts for certification each year, or at such intervals as may be deemed necessary.

PASSED AND ADOPTED this ____ day of _____, 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	_____	_____	_____
Raylene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____

COOPERATIVE WILDFIRE SYSTEM POLICY AND PROCEDURES MANUAL

2025



DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY, FIRE & STATE LANDS

Edited by: Joseph Anderson, CWS Manager

CONTENTS

Cooperative Wildfire System.....	2
National Cohesive Wildland Fire Management Strategy.....	3
Laws and Rules.....	5
Cooperative Agreement.....	6
Community Wildfire Preparedness Plan.....	9
Participation Commitment Statement.....	10
Participation Commitment Calculation.....	10
Participation Commitment Actions.....	13
Participation Commitment Reporting.....	18
Direct Payment.....	20
Initial Attack, Training, and Equipment.....	21
Cost Recovery.....	23
Wildland Urban Interface.....	23
Compliance and Audits.....	24
Roles and Responsibilities.....	26
Deadlines and Documents.....	29
Appendix.....	31

Cooperative Wildfire System

The Cooperative Wildfire System (“CWS”) is a partnership between the State of Utah’s Division of Forestry, Fire and State Lands (“FFSL”) and local governments responsible for wildfire suppression. CWS “is based on the simple principle of risk reduction wherein the state will pay the costs of large and extended attack wildland fire (“catastrophic fires”) in exchange for local government providing initial attack and implementing prevention, preparedness and mitigation actions that are proven to reduce the risk and costs of wildland fire in the long run.”¹

INTENT OF CWS

- **To reduce wildfire risk and impacts at the community and county level by identifying vulnerabilities and addressing them through cooperative suppression, mitigation, prevention, and preparedness actions, AND**
- **To distribute the financial risk of wildfire more broadly, while protecting local governments from the fiscal shock of large fires.**

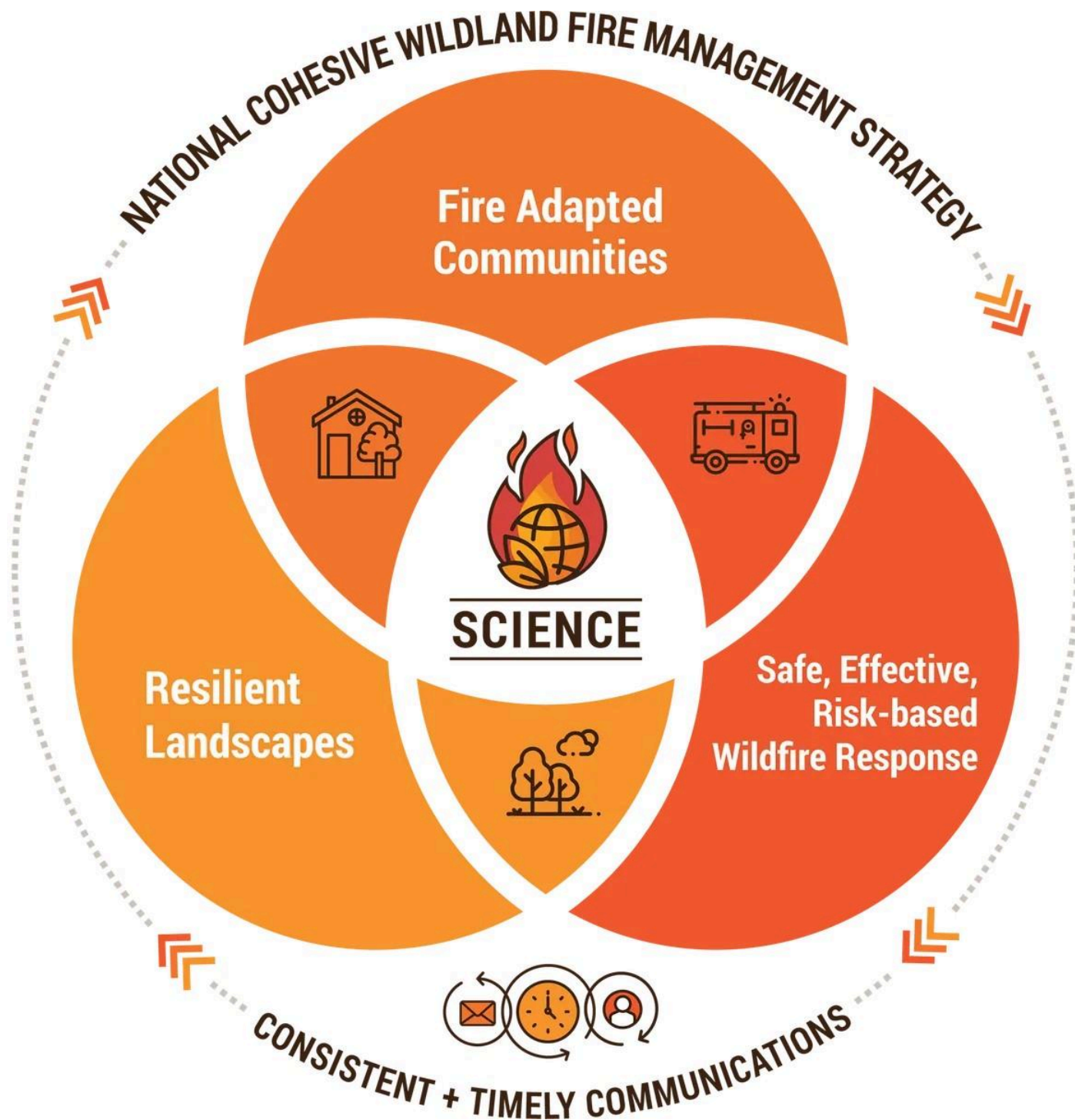
Since CWS’ inception in 2017, the State of Utah has covered the costs of large and extended attack wildfires on behalf of local participating entities (“PE”s). In the first 6 years of the program, the result was a financial cost to the State of \$4,593,153 on behalf of participating municipalities, and \$76,520,718 on behalf of participating counties. That’s over \$81 million dollars from the State’s Wildfire Suppression Fund, costs that otherwise would have been born by the local municipal and county governments in the absence of CWS.

Thus, it is imperative that the work done by participating entities to address their wildfire risk is impactful. Participation in CWS requires meaningful actions to mitigate hazardous fuels, increase wildfire suppression preparedness, and prevent human-caused wildfires. This partnership between FFSL and PEs requires collaboration on planning and implementation to ensure actions taken meet the intent of CWS.

¹ FFSL statement at the commencement of the CWS program in 2017.

National Cohesive Wildland Fire Management Strategy

The Cooperative Wildfire System is aligned with the National Cohesive Wildland Fire Management Strategy: “a strategic push to work collaboratively among all stakeholders and across all landscapes, using best science, to make meaningful progress towards the three goals:”²



² <https://www.forestsandrangelands.gov/strategy/thestrategy.shtml>

The four broad challenges outlined in The National Strategy match up with the three categories of wildfire risk reduction actions required of local governments who participate in CWS:



The principle underlying the creation of CWS and enacting it into law is that wildfire risk reduction ultimately leads to improved outcomes for all parties involved. By partnering together, FFSL and local government can leverage their strengths to protect communities from the potentially devastating fiscal shock of catastrophic fires, mitigate hazardous fuels in order to reduce the threat of wildfire, increase suppression capabilities for more effective Initial Attack, and reduce human-caused wildfires through wildfire prevention efforts.

Laws and Rules

The Cooperative Wildfire System is administered by the Division of Forestry, Fire and State Lands. The following state codes and administrative rules are provided as the foundation of CWS, and this manual draws from them in forming policy and procedures surrounding the administration of the program.

- Utah State Code 65A-8-101..... “Division responsibilities for fire management and the conservation of forest, watershed, and other lands – Reciprocal agreements for fire protection”
- Utah State Code 65A-8-202..... “County Responsibilities”
- Utah State Code 65A-8-202.5..... “City and town responsibilities”
- Utah State Code 65A-8-203..... “Cooperative fire protection agreements with counties, cities, towns, or special service districts”
- Utah State Code 65A-8-203.1..... “Delegation of fire management authority”
- Utah State Code 65A-8-203.2..... “Billing a county or municipality not covered by a cooperative agreement – Calculating cost of wildfire suppression”
- Utah State Code 65A-8-204..... “Utah Wildfire Fund created”
- Utah State Code 65A-8-215..... “Wildland-urban interface fire prevention, preparedness, and mitigation”
- Utah State Code 65A-8-402..... “Evaluation of wildland urban interface property – Fee amounts – Rulemaking”
- Utah State Code 17-16-22..... “Wildland urban interface evaluation and fees”
- Utah State Code 11-7-1..... “Cooperation with other government units – Burning permits – Contracts”
- Administrative Rule 120..... “Wildland Fire Responsibilities”
- Administrative Rule 121..... “Utah Wildfire Fund”
- Administrative Rule 122..... “Cooperative Agreements”

Cooperative Agreement

This agreement is the core of the Cooperative Wildfire System and stems from state code and administrative rules listed above. Any changes to state law will take priority to the cooperative agreement.

Participating in CWS requires a cooperative agreement between the local county or municipality and the Division of Forestry, Fire and State Lands. Participating entities are encouraged to be thoroughly familiar with their cooperative agreement.

ELIGIBLE ENTITY

Utah Code 65A-8-203 specifies which local government entities are eligible to participate in CWS:

- “(i) a county, a municipality, or a special service district, special district, or service area with:
 - (A) wildland fire suppression responsibility as described in Section 11-7-1; and
 - (B) wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
- (ii) upon approval by the director, a political subdivision established by a county, municipality, special service district, special district, or service area that is responsible for:
 - (A) providing wildland fire suppression services; and
 - (B) paying for the cost of wildland fire suppression services.”³

The key elements of this statute are that the governmental entity in question must fulfill both requirements: legal responsibility for wildfire suppression *and* bearing the financial burden for wildfires.

Counties that contain high risk wildland urban interface properties are required to participate in the Cooperative Wildfire System, per Utah Code 17-16-22⁴, and comply with the terms of the cooperative agreement to address the threat of wildfire.

SPECIAL SERVICE DISTRICTS

Special service districts are explicitly named as eligible in the above code, but the complexities of Utah’s legal code obfuscate their eligibility qualifications. CWS participation allows FFSL to pay for the costs of delegated wildfires, costs that otherwise would be born by the county or municipality, as FFSL is not allowed to bill special service districts for suppression costs⁵. Additionally, state code 11-7-1, 65A-8-202 and 65A-8-202.5 specify only two types of governmental entities that are

³ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

⁴ <https://le.utah.gov/~2025/bills/static/HB0048.html>

⁵ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.2.html>

responsible to “provide adequate fire protection within their own territorial limits”⁶ and “abate the public nuisance caused by wildfire”⁷: counties and municipalities.

Due to these complexities, special service districts who seek to participate in CWS must insure that the counties and municipalities within their jurisdiction are complying with the terms of the agreement. For example, a special service district with unincorporated area would require that the county in question have a County Fire Warden Agreement with FFSL.

AGREEMENT TERMS

Under the agreement, FFSL agrees to assume the suppression costs and primary management of delegated wildfires for participating entities who comply with the terms of the agreement. Participating Entities are required to address the local threat of wildfire in the following ways:

PE RESPONSIBILITIES:

- **Have primary responsibility for Initial Attack (“IA”)**
- **Implement a Community Wildfire Preparedness Plan (“CWPP”)**
- **Complete the Annual Participation Commitment (“PC”) Statement**
- **Fulfill the participation commitment**
- **Document and report PC actions to FFSL**
- **Ensure wildland firefighters are trained at least to minimum standards**
- **Ensure wildland equipment meets NWCG requirements**
- **Initiate cost recovery actions when appropriate**
- **Adopt and enforce the WUI code**
- **Have a county fire warden (counties only)**

SIGNATORIES

As the cooperative agreement is a legal document between governmental bodies, it is imperative that the agreement and all ensuing documents are signed by the appropriate persons. For FFSL, this includes the local Area Manager and the Director/State Forester. For counties, municipalities and special service districts, it is the chief executive of the governing body of that entity⁸. Counties often require a county commissioner as signatory. For municipalities it will usually be the mayor or city manager. Special service districts who meet the eligibility requirements will have the top executive, usually the fire chief, to be signatory. Documents signed by anyone other than the chief executive for that government entity will not be valid and will result in revoking CWS participation if not corrected.

⁶ https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1_2016051020170101

⁷ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.html> and <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.5.html>

⁸ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

REVOCATION

The Cooperative Agreement may be revoked by either party within specific criteria outlined in the agreement. The most common reason for revocation is a Participating Entity's non-compliance with the terms of the agreement

When the cooperative agreement is revoked, the state is no longer paying for delegated wildfires, and those costs will be billed to the jurisdiction that is financially responsible for them.

Utah Code 65A-8-203(7) and Administrative Rule R652-122-900 outline how the cooperative agreement may be revoked:

- “1. An eligible entity may revoke a cooperative agreement before the end of the agreement's term by:
 - (a) informing the division, in writing, of the eligible entity's intention to revoke the cooperative agreement; or
 - (b) failing to sign and return the annual participation commitment statement as described in Section R652-122-800, unless an extension has been granted by the division.
2. A cooperative agreement may not be revoked before the end of the fiscal year if the participating entity signed and returned an Annual Participation Commitment Statement. The revocation will be effective the next fiscal year.
3. The division may revoke a cooperative agreement only pursuant to division rules and the terms of the cooperative agreement.
4. An eligible entity whose cooperative agreement has been revoked shall be responsible for the costs of wildfire suppression within its jurisdiction for any time period during which the entity failed to meet the requirements of the cooperative agreement.”⁹

When the agreement is revoked, all wildfire costs are then billed to the county or municipality not under agreement, per Utah Code 65A-8-203.2. Special service districts are in a unique position in that they are eligible to participate in CWS, but when they become ineligible, FFSL cannot bill them directly, instead billing the county/municipality(s) in the jurisdictional area of the special service district.

Complying with the terms of the cooperative agreement and completing the annual Participation Commitment Statement are essential to participating in CWS.

Community Wildfire Preparedness Plan

Addressing the threat of wildfire in the Wildland Urban Interface requires an accurate picture of the localized threat and what specific actions will be taken to reduce that threat. A CWPP is the primary vehicle that takes a close look at wildfire's potential impact to the community and provides a

⁹ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

collaborative approach to long-term planning for the safety and protection of citizens, private property and infrastructure. The purposes of a CWPP are outlined below:

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk.
- Enhance levels of fire and smoke resilience and protection to the communities and infrastructure.
- Identify the threat of wildland fires in the area.
- Identify strategies to reduce the risks to structures, infrastructure, and commerce in the community during a wildfire.
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk.
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives.

The desired outcomes of a CWPP are those of the National Cohesive Wildland Fire Management Strategy discussed previously: resilient landscapes, fire adapted communities, and safe and effective wildfire response. A valid CWPP must meet the following requirements:

The *minimum requirements* for a CWPP as described in the HFRA are:

- (1) **Collaboration:** A CWPP must be collaboratively developed by local and state government representatives, in consultation with federal agencies and other interested parties.
- (2) **Prioritized Fuel Reduction:** A CWPP must identify and prioritize areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that will protect one or more at-risk communities and essential infrastructure.
- (3) **Treatment of Structural Ignitability:** A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

CWPPs are initiated and developed by the participating entity, with support provided by FFSL. Having this long-term plan ensures the actions taken in CWS align with the areas of greatest need for that community. CWPPs must be signed off by the local FFSL Area Manager and updated at a minimum every 5 years in order to be current.

Participation Commitment Statement

The Participation Commitment Statement is a major component of CWS, providing the monetary value of PC that the Participating Entity must fulfill. PC may be met in any of the following ways: *mitigation* of hazardous fuels, *preparedness* by improving readiness, *prevention* through public education, and *direct payment*. Failure to return a completed PC Statement by the deadline is automatic revocation from participating in CWS, per Utah Code 65A-8-203¹⁰.

IMPLEMENTATION PLAN

The PC Statement is a planning document, first and foremost. Drawing from their CWPP, the PE will document what they expect to accomplish in the upcoming year to mitigate the threat of wildfire. This annual *implementation* plan is signed off by the FFSL Area Manager, ensuring approval for the actions listed. Thus, a straight line may be drawn from the CWPP through the PC Statement to the actions accomplished each year.

Planned actions placed on the PC Statement should be brief, yet specific. Overly vague or broad actions may be rejected. Actions that don't align with the CWPP, address the highest wildfire risk, or make a meaningful impact, may also be rejected. Considered thought should be taken to ensure the actions on the PC Statement provide the maximum benefit in reducing the threat of wildfire in that locale.

FFSL area staff may assist PEs in developing annual plans and providing guidance to ensure actions align with the intent of CWS, but they are advisors only.

SIGNATORIES

The PC Statement, like the Cooperative Agreement, must be signed by both parties indicating agreement with the implementation plan. For the Participating Entity this is the chief executive (per Code 65A-8-203(6)¹¹), and for FFSL this is the Area Manager and CWS Manager.

¹⁰ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

¹¹ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

Participation Commitment Calculation

The calculation used to determine a Participating Entity's annual commitment is outlined in Utah Administrative Rule R652-122¹². The value of Participation Commitment is computed by adding together the Wildfire Risk Assessment and the Historic Fire Cost Average.

$$\begin{array}{r} \text{WILDFIRE RISK ASSESSMENT} \\ + \text{AVERAGE HISTORIC FIRE COSTS} \\ \hline = \text{PARTICIPATION COMMITMENT} \end{array}$$

WILDFIRE RISK ASSESSMENT

The Wildfire Risk Assessment utilizes data from the Fire Risk Index ("FRI") within the Utah Wildfire Risk Assessment Portal ("UWRAP") to determine the number of acres within each jurisdiction corresponding to high risk and medium risk for wildfire (low risk is ignored). These risk acres are assigned a dollar value based in Rule R652-122-400 and adjusted for inflation.

	County Risk Assessment	Municipality Risk Assessment
Medium Risk Acre	\$0.30	\$2.00
High Risk Acre	\$0.40	\$3.50

UWRAP is required to be updated every two years "as data sources and technology allow"¹³. Risk data may not reflect recent changes to the landscape, and local information is needed in order to update the mapping.

$$\text{WILDFIRE RISK ASSESSMENT} = (\text{Risk Acres}) \times (\text{Assessment Value}) \times (\text{CPI})$$

HISTORIC FIRE COST AVERAGE

When a wildfire occurs, the local jurisdiction is responsible for suppression and all the associated costs. However, when the wildfire is delegated to FFSL, the State assumes all the costs from that point forward. Historic costs of delegated wildfires are totalled for each year and averaged across 10 years (dropping the high and low) to reflect the normal costs of wildfire within that jurisdiction. The fire cost calculation on the PC Statement is used to determine exactly how much the State paid on behalf of the Participating Entity.

¹² <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=652-122>

¹³ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=652-122>

AVERAGE HISTORIC FIRE COSTS = Historic Fire Costs ÷ 8

$$\begin{aligned} & \text{Year 1 (total incident costs) x CPI} \\ + & \text{Year 2 (total incident costs) x CPI} \\ + & \text{Year 3 (total incident costs) x CPI (High Year)} \\ + & \text{Year 4 (total incident costs) x CPI} \\ + & \text{Year 5 (total incident costs) x CPI} \\ + & \text{Year 6 (total incident costs) x CPI} \\ + & \text{Year 7 (total incident costs) x CPI} \\ + & \text{Year 8 (total incident costs) x CPI} \\ + & \text{Year 9 (total incident costs) x CPI (Low Year)} \\ + & \text{Year 10 (total incident costs) x CPI} \\ \hline = & \text{Historic Fire Costs} \end{aligned}$$

INCIDENT FIRE COSTS

To understand how individual incident costs are determined, it's helpful to understand "cost shares". A cost share agreement gathers all those with financial responsibility for the incident to decide how the total wildfire costs will be divided amongst the agencies.¹⁴ FFSL acts on behalf of all State agencies, counties and municipalities in negotiating with our federal partners to determine which jurisdictions bear which costs. The resulting cost share agreement provides the final costs percentages for each jurisdiction.

Entities who do not participate in CWS are billed for these costs once the cost share is finalized. For CWS participants, FFSL assumes all their costs after delegation. The Fire History Report provided with the PC statement, include the incident costs borne by the State on behalf of the PE.

FFSL determines each county and/or municipality's costs by dividing the number of acres burned within that jurisdiction from the total nonfederal acres burned, then multiplying that percentage by the State's total incident cost.

$$\text{INCIDENT COSTS} = (\text{Acres burned in jurisdiction} \div \text{total nonfederal acres}) \times \text{State costs}$$

INFLATION

In order to account for inflation, all numbers are adjusted using the Consumer Price Index ("CPI") calculator from the Bureau of Labor Statistics. This brings historic fire costs and risk assessment values into today's dollars.

¹⁴ <https://gacc.nifc.gov/oscc/cwcc/docs/2023/Cost%20Share%20Agreement%20Guide.pdf>

APPEALING THE PC STATEMENT

If there are major discrepancies in the wildfire risk assessment or historic fire costs, the Participating Entity may appeal by submitting a request in writing to the CWS Manager within 30 days of receipt of the PC Statement. For historic fire costs, the appeal should specify which fires and why the PE has a concern. For wildfire risk assessment, the appeal must fit the following specific criteria:

- The area in question must be a minimum of 100 acres for a municipality and a minimum of 1,000 acres for a county.
- The PE must use the UWRAP “Area of Interest” tool to outline the exact area in question.
- Only changes from “burnable” to “nonburnable” will be approved (e.g. a parking lot where a field used to be).

Appeals will be reviewed within 30 days and a determination provided to the PE. If the PE is unsatisfied with the determination, they may escalate the appeal to the State Forester, per rule R652-122-300¹⁵.

EFFECT OF PC ACTIONS ON PC STATEMENTS

As the PE completes projects that have a meaningful impact on the wildfire risk, both the risk data and the historic fire costs will be subsequently impacted. As long-lasting fuel treatments occur and are maintained in high-risk areas, the risk mapping update may reflect a lower risk rating. More importantly, effective fuel treatments are proven to alter fire behavior and aid suppression efforts, thus reducing the fire costs. Better IA resources and training also reduce fire costs by increasing the likelihood of early containment of wildfire starts. And expanding wildfire prevention efforts help reduce the number of human-caused fires, again reducing the historic fire costs.

Participation Commitment Actions

PC actions are the primary vehicle used to meet the intent of CWS in reducing the threat of wildfire to Utah’s communities and natural resources. The threat to each community is unique, just as the actions taken to address the threat. Recalling the National Cohesive Strategy, PC actions fall under three categories: mitigation, preparedness and prevention. Mitigation work impacts the potential size, intensity and complexity of wildfires by treating hazardous fuels surrounding communities and improving the fire resilience of structures, especially in the Wildland Urban Interface (“WUI”). Preparedness efforts focus on improving the safety, capability and efficiency of wildfire response through better equipment, more advanced training and community planning. Prevention projects are aimed at reducing human-caused wildfires primarily through public education.

¹⁵ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

APPROVED PC ACTIONS

What follows is a list of suggested actions that are proven to meet CWS objectives.

MITIGATION:

- Thinning of hazardous fuels.
- Prescribed fire of hazardous fuels.
- Creating fuel breaks along trails and roads.
- Community chipping events.
- Maintenance of previous fuel reduction projects.
- Equipment used for fuel reduction.

PREPAREDNESS:

- Wildland firefighter training beyond FFT2.
- Wildland fire apparatus, equipment and PPE.
- Improved communication systems for wildfire responders.
- Improving ingress/egress for WUI areas.
- Secondary water systems and dip sites for wildfire suppression.
- WUI lot assessments inspecting defensible space.

PREVENTION:

- Wildfire educational material purchases.
- Ready, Set, Go! program delivery.
- Wildfire prevention media campaigns.
- Open houses with wildfire prevention messaging.
- Law enforcement patrols for burn permits and fire restriction.

These actions are not exclusive, nor will every action meet the needs of every community. For this reason CWS is structured to facilitate collaboration between PEs and FFSL area staff, especially on the PC Statement, to assure actions have a meaningful impact on wildfire risk reduction.

The foundational question to ask when planning projects is this:

What will have the greatest impact on reducing the threat of wildfire?

PC ACTIONS NOT ALLOWED

CWS is concerned with what happens before a wildfire starts. All suppression activities will not apply to PC, including Initial Attack.

Certain projects, while beneficial, may not be allowed to count toward PC due to the financial source or result from the project.

Another example is the PE's obligations in the Cooperative Agreement. In order to enter into CWS, certain conditions must be agreed to, and those conditions are not eligible to be counted toward PC. On the other hand, if the PE is expanding their capabilities or going beyond the minimum, then those actions may be allowed.

Costs of existing employees or programs are not allowed. The most common example is a weed program. While weed programs may have a minor impact on wildfire, they exist outside of CWS and don't address the highest risk.

- Wildfire suppression (including IA).
- Projects that produce a profit for the PE.
- Project funding source is the state, or state-administered.
- State or federal costs for projects.
- Previously matched projects.
- IA readiness.
- Cost recovery efforts.
- CWPP initial development.
- WUI Code adoption and enforcement.
- Costs of existing employees or programs.
- Salaries of employees (instead of hourly costs when on approved projects).
- Culinary water system projects.
- Improving individual residential structures.

Additionally, FFSL Area Managers are tasked with ensuring PC actions meet the intent of CWS. If a PE chooses to report an action that was not approved on the PC Statement, it may be denied, even if it's on the previous list of suggested actions.

PC actions must

INITIAL ATTACK READINESS

Municipalities and counties are responsible to "provide adequate fire protection within their own territorial limits; and cooperate with contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal government agencies to maintain adequate fire protection within their territorial limits."¹⁶ The Cooperative Agreement reinforces state law, including effective Initial Attack response as a key component of the Agreement. As such, actions taken to maintain minimum IA personnel and equipment will not qualify toward PC. Examples include: vehicle maintenance of IA apparatus, minimum training and refreshers, and replacing IA equipment and supplies.

On the other hand, actions that increase the wildfire suppression response of the PE are encouraged and will qualify for PC. Specific examples include:

- Career fire departments that complete firefighter training above the FFT2 level.

¹⁶ https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1_2016051020170101

- Volunteer fire departments that complete firefighter training beyond the minimum S190 and S130 courses.
- Improvements to IA equipment that increase capability (such as larger pumps or better communication systems).
- Apparatus purchases that go beyond the minimum IA standard (e.g. pumpkin tanks, helicopter dip sites, additional fire engines, etc.)

Minimum IA readiness requirements are not spelled out in rule or policy as it will vary considerably by jurisdiction. IA response will be assessed as wildfires occur to determine if the PE has adequate resources to meet their obligation to “abate the public nuisance caused by wildfire”¹⁷. PEs are encouraged to discuss potential actions related to the Preparedness category with their FFSL Area Manager to ensure they meet the intent of CWS.

SHARED POSITIONS

Shared positions between counties and FFSL, such as Assistant County Fire Wardens, often work on CWS projects for their county. The rules for reporting their efforts remain the same as any other position: PEs report on accomplishments, not salaries of employees. For example, if the Assistant works on a mitigation project, the PE should include the costs of the Assistant’s time on the project when they report, but they would not report the whole salary separated from accomplishments.

CROSS-BOUNDARY PROJECTS

“Wildland fire knows no boundaries”, a common phrase in the industry, also applies to wildfire risk reduction activities. Cooperation between neighboring municipalities and counties may result in work crews paid for by one entity performing mitigation work in their neighbor’s jurisdiction. Those actions can count toward Participation Commitment if the reporting PE: 1) paid for the work (or administered it with volunteer labor), and 2) the work reduces the wildfire risk to the reporting PE.

CARRY-OVER

PC actions that exceed the participation commitment value for the year may qualify for carry-over into subsequent years. Reporting amounts surpassing the PC does *not* automatically roll over, only specific actions that have prior written approval from the FFSL Area Manager.

Potential carry-over actions should be planned for on the approved PC Statement. This enables the PE to know how much may be applied to their PC before the PE expenses the action. FFSL provides a Carry-Over Approval Form specifying the amount and duration of the carry-over, signed by the FFSL Area Manager. Capital improvement projects (such as a new wildland fire brush truck) can carry over for a maximum of five years. Non-capital improvement projects (such as a large hazardous fuel mitigation project) can carry over a maximum of three years. The duration of carry-over will depend on how long that project will be impactful to the wildfire risk.

¹⁷ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.html> and <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.5.html>

An example of a mitigation project that would not carry over, despite being a large expense, is expanding roadway mowing to lessen the likelihood of wildfire starts from vehicles. While this is a great project, no carry-over would apply since the grass would grow back and the project wouldn't be impactful to the wildfire risk in subsequent years.

Reporting carry-over actions is like all other actions. *Only report the amount to be applied that year.* And the carry-over form must be uploaded to CWS as supporting documentation each year the action is reported. Unlike the three foundational documents of the CWS program (i.e. the Cooperative Agreement, the CWPP, and the PC Statement), the carry-over form does not require the signature of the chief executive of the PE.

RATES

Paid personnel who work on PC projects should accurately account for their time spent, showing their true cost. Recall that whole salaries cannot be applied to PC, only time on specific approved projects.

Volunteers likewise should account for their time supporting PC projects. Rates are based on the Independent Sector¹⁸ national volunteer rate (updated annually around April). The website will display the current rate (\$34.79 for 2024) and the historical rates. Equipment rates are taken from the FEMA schedule¹⁹ of equipment rates.

PERCENTAGES

PC actions are no longer required to meet category percentages. Previously, mitigation was required to be at least 50% of PC and preparedness a maximum of 25%. While well-intentioned to assure mitigation was prioritized and unnecessary purchases were minimized, compliance was difficult for entities with very low PC.

Removing the percentage requirement allows much greater flexibility to identify and implement actions that address each PE's unique needs. It's important that the local jurisdiction address the wildfire threat in a meaningful way, which is why FFSL expects to be able to draw a straight line from the long-term plan (CWPP) through the annual implementation plan (PC Statement) to the mitigation, prevention and preparedness actions taken each year. Both planning documents, the CWPP and PC Statement, are signed by FFSL demonstrating approval of the.

The percentages are still used as general guidelines, and straying too far from these guidelines will trigger a close examination from FFSL to ensure planned and reported actions meet the intent of CWS.

¹⁸ <https://independentsector.org/resource/value-of-volunteer-time/>

¹⁹ <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

Participation Commitment Reporting

As PEs complete the projects outlined on their PC Statement, they report those actions to FFSL. Failure to report is the most common reason for non-compliance with the cooperative agreement and revocation from CWS. Reporting must be submitted in the identically named CWS software tool within UWRAP. Starting in 2025, reporting for all entities is on the calendar year with the annual deadline being December 31st.

CWS SOFTWARE

The CWS reporting software tool can be found here: cws.wildfirerisk.utah.gov. It was developed to simplify reporting and data collection, allowing PEs to report actions *as they happen*, instead of waiting until the end of the year. In order for FFSL to approve the action, it must meet the following conditions:

- **Action aligns with the PC Statement and CWPP.**
- **Supporting documentation is provided showing costs.**
- **Mapping is added for mitigation projects.**

Both submitted (“projected”) and approved (“confirmed”) actions can be viewed in the PEs’ CWS portal, with the totaled dollar values appearing on the dashboard. Currently the PC amount is not displayed, so PEs must review their PC Statement to compare their PC to the amount reported in the CWS software. In the example below, the PC amount for the entity was roughly \$575,000. Assuming all of these submitted actions will be approved, they’ll have exceeded their PC amount.



Display Year: 2025 ▾

Summary

Wildfire Mitigation Actions

Wildfire Preparedness Actions

Wildfire Prevention Actions

CWPP Document

Cooperative Agreement

All Documents

The menu of the CWS software allows a reporting entity to see the summary (dashboard) for the year specified, add actions in any of the three categories, see the cooperative agreement and CWPP, and view all the documents submitted that year.

All compliance documents must be added to CWS, including the PC Statement once fully signed. Once the CWPP and Cooperative Agreement are uploaded, they'll be displayed with an expiration date.

In order to add actions to a previous year, click the drop down arrow on the year to select the year in question.

Adding an action is as simple as clicking on the category, then the subcategory, and filling in the details: name, dates, cost, description (and metrics for specific actions). Once the Action Details are complete – click “save” and move down to “map” for mitigation projects (again hitting “save” when the map is complete). Finally, add supporting documentation to “Receipts & Documents” before finally hitting “submit”.

Actions submitted by PEs are then reviewed by the local FFSL Area Manager.

Approval occurs when actions align with the PC Statement and CWPP, include adequate supporting documentation, and are mapped (for mitigation projects). Denied actions will include “Approver Notes” specifying the reason for rejection and if any steps can be taken to correct the issue.

Action Details

Status: New

Action Details

Receipts & Documents

Map

Save

Submit

*Action Name

*Type

Hazardous Fuels Reduction and Veg Management

*Start Date

Please pick a date...

*End Date

Please pick a date...

*Total Estimated Cost

Hours

*Acres Completed - Estimated

Biomass Tons per Acre

*Description

DOCUMENTATION

All reported PC actions must include supporting documentation that shows how the value was determined. For purchases, this would be a receipt. For projects this can be the [CWS Individual Accounting Sheet](#). Photos of actions are encouraged, especially before and after photos of mitigation projects. In short, FFSL must see evidence of what occurred, and how the dollar figure was calculated.

MAPPING

All mitigation actions must include the “map” feature when submitting the action. Most types of mitigation work will utilize the polygon feature, outlining the exact area work was completed. Do not outline the whole jurisdiction or locations where work was not done (like water features). These maps are collected into the broader UWRAP ecosystem so that FFSL and its partners may see where work has occurred on the ground.

REPORTING FOR MULTIPLE ENTITIES

Separate from special service districts discussed in the Eligible Entity section, many municipalities contract wildfire suppression resources from neighboring municipalities and assign their PC reporting to the fire department in question. In such instances, the fire department often performs wildfire risk reduction projects that impact all the PEs they service, and then report on those actions. To assure these actions are recorded properly, each Participating Entity must be reported for separately, and each must fulfill their PC. An exception to this policy exists when the Cooperative Agreements of the PEs in question state their agreement to combine their PC Statements and reporting. In such cases, the PC Statements would still need to be signed by all the PE’s chief executives annually.

Direct Payment

2024 legislation added the option of Direct Payment to fulfill their Participation Commitment²⁰. While open to all PEs, the primary intention of this change is to assist entities with very low PC who want to participate in CWS, but find it difficult to perform and report on meaningful work with such small budgets. The administrative burden to plan, schedule, implement, and report on a small PC action may outweigh the potential impact of such a project. Thus, Direct Payment provides a means to skip the administrative work for PEs whose risk and fire history are quite low. Additionally, it provides a pathway for PEs that have found themselves behind on their commitment and unable to catch up from previous years. PE’s who’ve fallen short on their PC may make a Direct Payment in order to be current.

It’s important to note that direct payments do not shift the responsibility to reduce the risk of wildfire from that jurisdiction to the State. FFSL must approve Direct Payment requests, and PEs with high wildfire risk must be engaged in addressing that risk to be approved. Direct payments are not reinvested into the community from which they originated, instead direct payments are placed into the Utah Wildfire Fund, which pays for wildfire suppression costs on state lands or delegated fires, provides fire department grants, and pays for wildfire prevention costs across the state of Utah.

PROCESS

²⁰ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

PEs who wish to pay all or part of their PC directly will follow this process to ensure the payment counts toward their commitment:

1. Participating Entity requests approval from the FFSL Area Manager for the direct payment amount.
2. FFSL Area Manager works with FFSL Finance to create an invoice that will be sent to that PE.
3. PE pays the invoice with a description that says “CWS Payment for ‘X’ year”.
4. FFSL Finance communicates with the Area Manager and CWS Manager once payment has been made.

Until UWRAP is updated to account for this recent change, the following steps are necessary to ensure it counts toward their PC amount in the CWS reporting system:

5. PE adds an "action" in the CWS portal, titling it Direct Payment, with the amount paid (includes the invoice as documentation).
6. Area Manager approves action once finance confirms payment has been received.

It's imperative that this process is followed in order for the payment to be accepted and recorded properly.

Initial Attack, Training, and Equipment

Bolstering wildfire response is a key element of the cooperative agreement. PEs are responsible for wildfire Initial Attack (generally, the first 24 hours) within their jurisdiction, including all costs before delegation. PEs must demonstrate safe and effective wildfire IA, as determined by FFSL. Counties who participate in CWS will have a county fire warden, but that position does not provide primary IA response and will not be counted when assessing a county's compliance with the IA requirement.

In order to enter into a Cooperative Agreement, the PE's firefighters must meet specific minimum training as outlined in Administrative Rule R652-122-1400²¹. The two courses specified (NWCG S-130 and S-190²²) are required for IA within the local jurisdiction, alongside the annual refresher training (RT-130).

Participation on a delegated wildfire requires firefighters to meet the higher minimum standard of FFT2 training. Course requirements may change, so please contact your local FFSL Fire Management Officer (“FMO”) for current course information.

When a wildfire is delegated to FFSL, all IA resources that do not meet the minimum NWCG FFT2 qualifications may be requested to leave the incident. The incident commander under the delegation will determine when and how this will take place to ensure the safety of firefighting personnel while maximizing the likelihood of wildfire containment.

²¹ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

²² <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

Apparatus and equipment used for IA and on delegated wildfires must meet NWCG requirements or FFSL Fire Department Manual standards. Engines and water tender requirements are specified in Administrative Rule R652-122-1500²³.

DELEGATION

Typically a wildfire won't be delegated until it transitions to Extended Attack ("EA"). Formal delegation of fire management authority releases the local jurisdiction from the fiscal and management responsibility, transferring them to the Division of Forestry, Fire and State Lands. Administrative Rule R652-122-1200²⁴ states:

- "1. Delegation of Fire Management Authority occurs when:
 - (a) State or Federally owned lands are involved in the incident; or,
 - (b) firefighting resources are ordered through an Interagency Fire Center beyond "pre-planned dispatch";
 - (c) at the request of the participating entity, local fire official on scene, having jurisdiction; or
 - (d) at the discretion of the State Forester after consultation with local authorities."

A timestamp of the delegation is recorded by the interagency fire center. Before delegation, costs are borne by the local jurisdiction(s). After delegation, FFSL taps into the Utah Wildfire Fund for all approved costs incurred. Firefighters and responders who are on the incident during the transition should follow the current FFSL Fire Department Manual and Rates to insure the correct process is followed at delegation.

The timing of delegation will vary based on the risk the fire poses and the capabilities of responding resources. That timing impacts the immediate and future costs borne by the financially responsible jurisdiction. If it's deemed necessary to delegate the fire quickly, to bring in additional resources for example, the initial attack costs born by the local jurisdiction will be minimal. Correspondingly, the delegated fire will now have much higher costs, which will be computed on the historic fire report as part of the Participation Commitment. FFSL also uses delegation decisions when evaluating compliance with the Initial Attack requirement of the Cooperative Agreement.

²³ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

²⁴ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

Cost Recovery

PEs are required to take legal action to recover suppression costs on negligently-caused wildfires delegated to the state. Cost recovery efforts must pursue entire costs incurred by all agencies on the wildfire. If the PE does not intend to pursue cost recovery, they must seek written approval from the State Forester. FFSL reserves the right to initiate cost recovery at any time.

When funds are recovered, they must be distributed amongst all entities with incurred costs. Those suppression costs incurred by the state are repaid to the Utah Wildfire Fund.

Wildland Urban Interface

With legislative changes surrounding the Wildland Urban Interface (“WUI”) requirements, the cooperative agreement simply requires PEs to comply with all statutes, regulations and policies related to the WUI.

To participate in CWS, counties are required to adopt and enforce the current Utah WUI building standards per Utah Code 65A-8-203(4)(f)²⁵. Municipalities must meet that same requirement come January 1, 2026.

The specifics of implementing the new Utah Code 65-8-402, effective January 1, 2026, will be outlined in a separate addendum to the Cooperative Agreement - the “Wildland Urban Interface Agreement”. This document will clarify how WUI fees are assessed and retained, how classification determinations (lot assessments) are performed, and how the Wildland Urban Interface Coordinators are trained and certified.

Compliance and Audits

To ensure the Cooperative Wildfire System fulfills its intent to reduce the risk of wildfire to communities and natural resources in Utah, FFSL monitors compliance with the terms of the Cooperative Agreement. Annual compliance verification asks the following questions:

Has the PE fully met their Participating Commitment?
Has the PE completed the Participation Commitment Statement?
Does the PE have an active CWPP?
Does the PE have adequate Initial Attack resources?
Has the PE adopted and enforced the WUI code?

²⁵ https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html?v=C65A-8-S203_2026010120250507

Affirmative answers to all five questions show that the PE has a long-term plan (CWPP), which they draw from to create the annual implementation plan (PC Statement), resulting in meaningful work completed, and reported on, to reduce wildfire risk.

AUDITING

FFSL will perform compliance audits of Participating Entities looking at the full breadth of the terms of the Cooperative Agreement, including:

- CWPP is effective,
- PC Statement plan draws from the CWPP,
- PC actions are meaningful,
- Initial attack response is adequate,
- Firefighter training meets minimum standard,
- Suppression equipment meets NWCG requirements,
- WUI code is adopted and enforced,
- Cost recovery is pursued when appropriate,
- County fire warden is employed.

Closely examining PC actions is central to the audit process. FFSL will assess the value of these actions in reducing the wildfire risk to the community, analyzing if the PE is addressing the highest wildfire threat in a meaningful way. This is done by closely reviewing the CWPP to verify the wildfire risk is accurately portrayed and the plan outlined includes impactful actions. Next, the PC Statement is compared to the CWPP to verify that the best possible activities are transferred to the annual implementation plan. Finally the PC actions reported in the CWS software are reviewed to assure they a) match the plans, and b) occurred as reported.

Audits will be random except in the following circumstance:

- PC greater than \$100,000
- Non-compliance with PC reporting
- PEs in “probation”

When a PE is found to be out of compliance, they will be placed on “probation” and notified in writing.

PE STATUS

PEs fall into three categories with their level of compliance with the Cooperative Agreement: “active”, “probation”, or “ineligible”.

“**ACTIVE**” means the PE is fully compliant with the terms of the agreement, including having fully met their PC for the previous reporting year. PEs who fail to report by the deadline of December 31st may be given a 30 day extension penalty-free if they are actively working to complete the reporting.

“PROBATION” means the PE has failed to comply with one or more terms of the agreement, yet the Cooperative Agreement is still in effect allowing the PE to delegate fires to the State. If the issue is not fulfilling the Participation Commitment, the PE must satisfy the previous unmet PC in addition to the current reporting year to come into full compliance.

Probation is initiated with a letter to the PE stating what caused the probation, what the PE must do to return to “active” status, and the deadline to return to compliance. Failure to comply with the terms of the “probation” will result in the PE becoming “ineligible” to participation in CWS.

“INELIGIBLE” means the Cooperative Agreement has been revoked and the county or municipality is responsible for all fire costs moving forward. Note: not returning the PC Statement by the due date is automatic grounds for revocation.

If the revocation occurred after “probation”, the county or municipality will also be responsible for all fire costs incurred during the probationary period per Administrative Rule R652-122-900²⁶. The PE will be notified in writing upon revocation of the agreement.

REINSTATEMENT

PEs who are “ineligible” to participate in CWS may only seek reinstatement after one full year has passed since revocation. After that time, the PE may return to the program under the following circumstances:

Fire bills are current: in order to reenter CWS, the PE must have paid all outstanding fire bills.

Less than five years since revocation: If an entity participated in CWS within the previous five years and their agreement was revoked, they can be reinstated into the program by remedying the breach.

If the revocation was due to failure to fulfill the participation commitment for one or more years, the entity must make up the PC for the previous years out of compliance, in addition to meeting their new annual Participation Commitment. If the PE is unable to remedy this prior to signing a new agreement, they may reenter CWS under “probation” with specific terms to fulfill the previous unmet PC. Annual audits will ensure the PE is meeting the terms of the probation.

More than five years since revocation: Entities who previously participated in CWS and had their agreement revoked five or more years before, may sign a new agreement as an “active” member without needing to make up for previous years participation commitment. Before signing a new agreement, they must be current on all fire bills and other requirements of the Cooperative Agreement.

²⁶ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

Roles and Responsibilities

PARTICIPATING ENTITY

The Participating Entity is required to do the following:

- Comply with the terms of the Cooperative Agreement
- Provide a primary contact person's name, phone and email to their FFSL Area Manager (who shares it with the CWS Manager) for all CWS related communications
- Notify the FFSL Area Manager whenever the primary contact person changes
- Comply with the policies and procedures outlined in this document
- Comply with the audit efforts and audit recommendations
- Participate in annual CWS training with the FFSL Area Manager and/or the FFSL CWS Manager

DIVISION OF FORESTRY, FIRE AND STATE LANDS

The Cooperative Wildfire System is the primary tool the state has for reducing the threat of wildfire across Utah. As such it includes FFSL staff from every level to carry out the mission of the program. PEs may use the following list of FFSL positions and their CWS duties to discover who best to seek assistance from when engaging in CWS work.

State Forester

- Final arbiter of appeals to PC decisions

State Fire Management Officer

- Oversees the Fuels Deputy to ensure program delivery
- Oversees Fire Deputy and Fire Finance maintenance of Equipment Rate list

State Fuels Deputy Fire Management Officer

- Manages CWS Manager

CWS Manager

- Messaging and rollout of CWS changes
- Arbitrates Area Manager questions on allowable PC Actions
- Maintains Policy and Procedures Manual to ensure uniformity of program delivery
- Provides CWS Program Guide updates
- Sends Compliance letter to PEs
- Sends quarterly email reminder to all PEs
- Report at Spring and Fall Fire Meetings
- Calculates PC for each PE in coordination with Finance and GIS
- Provides PC statements to the Areas or individual PEs as requested
- Signs completed PC Statements after Area Manager
- Maintains spreadsheet with contact information for each PE

- Participates in PE audits with DNR's internal audit group
- Train PEs in their tracking and reporting of PC actions
- Provides notification of non-compliance with reporting requirements
- Monitors compliance with the CA, and adjudicates questions about allowable PC actions
- Review and recommend potential projects statewide
- Approves carry-over requests
- Verifies alignment with CWPPs and CWS
- Tracks match in coordination with the Statewide Grant Coordinator
- Tracks direct payments
- Initial arbiter of PC appeals
- Provides annual reports to FFSL leadership
- Grants access to CWS for first time users

Area Manager

- Oversees Area CWS program
- Ensures that changes to each entity's primary contact person are captured in the Division spreadsheet
- Reviews and signs PE's Cooperative Agreement and CWPP
- Approves proposed PC actions outlined in entity's PC Statement, and signs submitted Statements in coordination with CWS Manager.
- Approves (or denies) PC Actions submitted to the UWRAP CWS Portal. Provides entities with clear guidance when denying a submitted action.

Area Fire Management Officer

- Directs county fire wardens
- Verifies that entities are meeting their initial attack response, minimum training and equipment requirements for eligibility
- Carries out additional duties as delegated by the Area Manager

County Fire Warden

- Maintains close relationships with PEs
- Coordinates with Area WUI Specialist to assist entities with CWPP preparation
- Advises and assists entities with project identification and planning
- Advises PEs on the annual reporting process, providing assistance where necessary (does NOT carry out PC actions or report on them for PEs, except for the county who jointly employees them)
- Carries out additional duties as delegated by the Area Manager

Area WUI Specialist

- Assists entities with CWPP preparation and project identification; ensures that CWPP is reviewed by State WUI Program lead.
- Provides federal grant & state funding application assistance for mitigation projects that fall outside of Participation Commitment

- Carries out additional duties as delegated by the Area Manager

GIS/IT Manager

- Manages the CWS reporting software
- Provides GIS risk maps for all PEs for use in the PC calculation
- Updates the UWRAP risk data as technology and funding allow
- Assists PEs with technical issues using the CWS software

TRAININGS & SUPPORT

FFSL will offer annual training to ensure all those participating in, and administering, CWS have current information on the program. Training documents include, but are not limited to, this CWS Policy and Procedures Manual, PC Reporting tutorials, and the quarterly newsletter. Live trainings are held at the area level, for PEs and FFSL staff, and PEs are encouraged to attend. These live trainings will cover the following topics:

- Changes to state law, policy or procedure
- Best practices and lessons learned
- Cooperative Agreement refresher
 - Eligibility
 - Terms
 - Status and revocation
- Participation Commitment refresher
 - Reporting in CWS software
 - Supporting documentation requirements
 - Project mapping requirements
 - Deadlines
- PC Actions refresher
 - Recommended actions
 - Actions not allowed
 - Carry-Over for actions exceeding PC
- Rates for paid labor, volunteer labor, and equipment
- Question and Answer session

If the PE has read the training documents and attended an annual live training, yet still has questions, FFSL staff are available to assist (please see the “Division of Forestry, Fire and State Lands” section immediately above to identify who best to contact).

Deadlines and Documents

The annual responsibilities associated with CWS primarily revolve around the Participation Commitment – the PC Statement, performing and reporting PC actions, and compliance.

WHEN	WHO	WHAT
Year-round	PE	PC projects completed & recorded in CWS portal
Year-round	FFSL	Compliance letters sent, with follow-up calls to PEs
Year-round	FFSL	Probation notices and opt out letters sent to PEs
April 15 th	FFSL	1 st quarter newsletter sent to PEs
July 15 th	FFSL	2 nd quarter newsletter sent to PEs
September 31 st	FFSL	PC Statements sent to PEs
October 15 th	FFSL	3 rd quarter newsletter sent to PEs
November 30th	PE	Completed PC Statements due to FFSL
December 31st	PE	Signed PC Statement due to FFSL
December 31st	PE	Final PC reporting due in CWS portal
Year-round	FFSL	Audits of PEs completed

Participation Commitment Statements will be provided to PEs at least three (3) months in advance of the end of the calendar year. The PE is then required to complete the implementation plan portion of the statement and return it to FFSL within sixty (60) days of receipt. FFSL will then review the plan and either approve it, or request additional information. Once approved, FFSL will sign the PC Statement and return it to the PE for signature. All signatures must be completed, and the document returned to FFSL by year's end.

Quarterly Newsletters provide PEs with reminders and information about the CWS program, which may include:

- reminder to complete and report PC actions
- highlights of successful projects
- best practices for wildfire risk reduction activities based on the season
- contact information for the County Fire Warden and FFSL Area Manager
- reminder to update primary contact for CWS correspondence
- snippet(s) from the CWS Policy and Procedures Manual
- potential wildfire grant opportunities
- reminder to update CWPPs
- links to CWS reporting portal and the full CWS Policy and Procedures Manual


Compliance Letters, or “Notice of Cooperative Agreement Review”, inform PEs who are not compliant with one or more terms of the Cooperative Agreement what’s needed to retain their status as “active” in CWS. Most often these are sent to PEs who haven’t reported their full Participation Commitment as a reminder to do so by the deadline.

Probation Letters are for PEs that are officially in breach of their Cooperative Agreement, yet are working toward getting back into compliance and need more time. After discussions between the PE and FFSL, the probation letter is sent specifying the following: cause of the breach, steps to remedy the breach, deadlines to complete those steps, and consequences for not doing so. The letter reminds PEs that while they are under “probation” and meeting the deadlines, they are still covered by the Cooperative Agreement. However, if the PE fails to comply with the terms of the probation, the agreement will be revoked, naming the PE as “ineligible”, and all fire costs since the breach will be billed to the PE.


Opt Out Letters are sent to entities that do not want to participate in CWS. Entities may respond directly to FFSL, excluding themselves from the program. Additionally, FFSL will send the letter when the entity is non-responsive, providing a last opportunity to participate.

Appendix


CWS Reporting Video Tutorials:

 1 Introduction to CWS


Individual Project Accounting Sheet:

 CWS Individual Project Accounting Sheet - MUST COPY TO EDIT

CWS Carry Over Form:

 2025 Carry-Over Approval fillable.pdf


Participation Commitment Statement:

 2025 Participation Commitment Statement.pdf


CWPP Manual:


 Utah's CWPP Guide.pdf


CWPP Template:

 Final CWPP template 2023.docx

2025 Cooperative Agreement:

 CWS 2025 Municipality Cooperative Agreement fillable.pdf

 CWS 2025 County Cooperative Agreement Fillable.pdf

 CWS 2025 Fire District Cooperative Agreement Fillable.pdf



5455 W Old Hwy Rd, Mountain Green, UT 84050, 801-876-3416

August 12th, 2025

Morgan County Commission
48 West Young Street
PO Box 886
Morgan, UT 84050

Response: Letter of Intent for Long-Term Property Rental Agreement

Morgan County Commissioners:

The Mountain Green Sewer Improvement District (MGSID) Board of Trustees acknowledges receiving your letter of intent to lease a portion of our property south of Kent Smith park. (Letter attached for your convenience).

MGSID agrees with most of the items in your letter. There are a few items that we would also like addressed/included in the rental agreement:

1. Change the lease to a rental agreement.
2. The price for the rental of the area is one hundred and twenty (120) dollars annually.
3. Add a stipulation that if MGSID begins Phase 2 of the treatment plant expansion, the district will determine how much of the area will need to be utilized as a staging area. (The County will pay no fees for the duration of the land being utilized as a staging area).
4. The rental agreement will be for a duration of five (5) years, with a one (1) year notice for rental cancellation. The rental agreement renewal will be automatic unless a party provides thirty (30) day notice and requests a meeting to discuss an item(s) in the agreement.
5. The County will fund a yearly community education program concerning the likely smell of the treatment plant facilities and by-products.
6. The District proposes the land is rented in two (2) phases; Phase 1 being four (4) acres and Phase 2 being the remaining two point four (2.4) acres. The implementation of Phase 2 rental will likely be once MGSID determines sludge removal operations and land required to accomplish (likely a one-year determination period).
7. The District notes the designated area is higher in elevation than Smith Park and there are no plans for further landscaping of this area by the District.
8. The district requires an eight (8) foot security fence to be installed to protect MGSID facilities.

Board of Trustees
Chairman Bill Coutts, Vice-Chairman Nathan Hill, Taylor Nielsen, Louise Earley, Russell Willardson



5455 W Old Hwy Rd, Mountain Green, UT 84050, 801-876-3416

MGSID looks forward to incorporation of the above-mentioned items as we work to provide a safe and useful park for our community. Please contact us if you have any questions.

Sincerely,

MGSID Board of Trustees

Board of Trustees

Chairman Bill Coutts, Vice-Chairman Nathan Hill, Taylor Nielsen, Louise Earley, Russell Willardson

Kate Becker

From: Janet Christoffersen
Sent: Thursday, August 28, 2025 11:29 AM
To: Kate Becker; Garrett Smith
Subject: FW: Kent Smith Park
Attachments: County Rental of Property response.docx; First Draft of MGSID Rental Agreement.docx

Kate,

Here's my thoughts on their letter. I'm attaching the rental agreement that I initially drafted. Let me know how you'd like to proceed or if you want this in a memo for commission.

Janet

1. Change the lease to a rental agreement.
Yes. The agreement is a rental agreement and not a lease agreement which would trigger State auditors.
2. The price for the rental of the area is one hundred and twenty (120) dollars annually.
Yes. The agreement has the rent at \$120 a year.
3. Add a stipulation that if MGSID begins Phase 2 of the treatment plant expansion, the district will determine how much of the area will need to be utilized as a staging area. (The County will pay no fees for the duration of the land being utilized as a staging area).
Agreement does not have this stipulation. I would need more information. Like, if it will encroach on any improvements or delay where we want to put them, how long will they be staging, will we get notice, what fees..do they mean we don't pay the \$120 a year or prorated during this? So, maybe we put in a provision that allows them to do staging, with advanced notice, limited duration or a set term, designated area, and restoration or reimbursement for any damage to our improvements, if any.
4. The rental agreement will be for a duration of five (5) years, with a one (1) year notice for rental cancellation. The rental agreement renewal will be automatic unless a party provides thirty (30) day notice and requests a meeting to discuss an item(s) in the agreement.
It currently has a 30 year term. Can't remember now if that's what I was told to do. The issue is that if we put in \$550k of improvements, we want a longer term. Up to county to decide if they want to negotiate a shorter term while slowing making improvements limiting risk? I also don't like that the rental agreement doesn't automatically renew if they provide a 30 day notice and request a meeting....kinda defeats the 1 year cancellation notice. That's a policy decision, but again, I wouldn't recommend a 5 year term if we put in \$550k in improvements.
5. The County will fund a yearly community education program concerning the likely smell of the treatment plant facilities and by-products.
Maybe a joint community education effort or maybe a sign that says, property is provided to county by sewer district for minimal cost and sewers smell? I'm not good at PR.
6. The District proposes the land is rented in two (2) phases; Phase 1 being four (4) acres and Phase 2 being the remaining two point four (2.4) acres. The implementation of Phase 2 rental will likely be once

MGSID determines sludge removal operations and land required to accomplish (likely a one-year determination period).

It's not in the rental agreement, but I don't see an issue with it. I can put it in, if that's what county wants. I do know the logistics of how things are being improved, etc. So, up to county, but legally don't see issue.

7. The District notes the designated area is higher in elevation than Smith Park and there are no plans for further landscaping of this area by the District.

Not in rental agreement specifically, but I don't see this as an issue. I can put something in there that says county is responsible for landscaping on the area rented and no expectation for sewer district to do any specific landscaping for our park?

8. The district requires an eight (8) foot security fence to be installed to protect MGSID facilities.

Not in rental agreement. I wouldn't recommend the county pay for their fence for their property, but I think it's reasonable that the county should fence around it's fields, etc. Again, not my call. Without knowing logistics, it may be easier just to fence around their operations...however, with staging, etc...not sure how that all works.

Janet Christoffersen
Deputy County Attorney
Morgan County Attorney's Office
PO Box 886
Morgan, UT 84050
Direct: 385-501-6081
Fax 801-845-6006

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From: Kate Becker <kBecker@morgancountyutah.gov>
Sent: Thursday, August 28, 2025 12:06 AM
To: Janet Christoffersen <jchristoffersen@morgancountyutah.gov>
Subject: Fw: Kent Smith Park

Can you review the rental agreement you drafted and see if it meets the terms in their response?

Kate Becker
Morgan County Administrative Manager
435.800.8724

From: Kate Becker <kBecker@morgancountyutah.gov>
Sent: Thursday, August 28, 2025 12:04:06 AM
To: Garrett Smith <gsmith@morgancountyutah.gov>
Subject: Fw: Kent Smith Park



Morgan County Commission

48 West Young St.
P.O. Box 886
Morgan Utah 84050

July 23rd, 2025

Mountain Green Sewer Improvement District
5455 W Old Highway Road
Morgan, UT 84050

Letter of Intent for Long-Term Lease of Property

To the Mountain Green Sewer Improvement District Board of Trustees,

The Morgan County Commission respectfully submits this letter to formally express our interest in entering into a long-term lease agreement with MGSID for the use of approximately 4.6 acres of property adjacent to Kent Smith Park. The County intends to expand recreational facilities and parking in the area to better serve the public.

This letter outlines the County's intent and addresses specific items raised during our meeting on March 12th, 2025:

Lease Request

- Acreage: 4.6 acres (as marked on the attached map)
- Lease Term: 30 years
- Annual Lease Rate: \$120 (paid in full annually)
- Review Cycle: Lease to be reviewed every 5 years for potential modifications
- Estimated Improvement Costs: \$550,000 (funded entirely by the County)

County Responsibilities & Improvements

The County will assume full responsibility for all improvements on the leased property. These improvements may include, but are not limited to:

- Fencing (including fencing along the southern boundary of the lease area)
- Lighting
- Sod and topsoil
- Grading and berms/vegetation
- Sprinkler and irrigation systems
- Parking and access to said parking
- Additionally, the County would seek secondary water access for irrigation purposes. Any required water shares would be acquired at the County's expense.

Key Considerations from the March 12th, 2025 Meeting

1. Parking:

The County will expand the existing parking lot along the northern boundary of Kent Smith Park to accommodate increased use. Since that discussion, the County has determined that the most effective way to improve safety and accommodate increased use is to create a dedicated parking area on the land proposed to be leased from MGSID. We understand and acknowledge that MGSID's existing parking lot and access gate are not available for County use and will remain unaffected by this project.

2. Sprinkler/Irrigation Access:

If needed, the County plans to connect the expanded fields to the existing sprinkler system used at Kent Smith Park. Additional water rights, if required, will be secured separately by the County.

3. Future Easement:

During the March 12 meeting, MGSID expressed interest in a potential future easement along the west boundary of Kent Smith Park. The County is open to coordinating with MGSID to accommodate that easement. We will maintain open communication during planning and development to ensure that any future easement can be incorporated efficiently and without requiring rework or disturbance of completed improvements.

Additional Land Interest

While the current request is for 4.6 acres, the County remains open to future discussions regarding additional land (up to 6.4 acres total) based on MGSID's availability and operational needs.

We appreciate your consideration of this request and look forward to continuing our collaboration on this project. Please let us know if further documentation or discussion is required.

Sincerely,

Morgan County Commission



Long-Term Rental Agreement Between Morgan County and Mountain Green Sewer Improvement District

This Rental Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between the Mountain Green Sewer Improvement District ("Owner"), a political subdivision of the State of Utah, and Morgan County ("County"), a political subdivision of the State of Utah (collectively, the "Parties").

WHEREAS, the County intends to expand public recreational facilities and parking adjacent to Kent Smith Park to better serve the residents of Morgan County;

WHEREAS, the Owner controls approximately 4.6 acres of unimproved land adjacent to Kent Smith Park (the "Property");

WHEREAS, the County anticipates investing approximately \$550,000 in public improvements on the Property, including fencing, lighting, irrigation, grading, sod, and parking infrastructure, at its sole expense;

WHEREAS, the County has determined that the most effective and safe means of accommodating increased recreational use is to construct a dedicated parking area on the Property, and acknowledges that the Owner's existing parking lot and access gate are not available for County use and will remain unaffected by this Agreement;

WHEREAS, the Parties discussed during their March 12, 2025 meeting the Owner's potential interest in a future easement along the west boundary of Kent Smith Park, and the County is open to coordinating in good faith to reasonably accommodate such an easement in the future, provided it does not materially interfere with the County's improvements;

WHEREAS, the County is initially entering into this Agreement for the use of 4.6 acres, but has expressed an interest in future discussions to expand the rental area up to 6.4 acres, subject to mutual agreement and the Owner's operational needs;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. Purpose.** Owner grants the County the right to occupy and use approximately 4.6 acres of land adjacent to Kent Smith Park, as identified in **Exhibit A** (the "Property"), for the purpose of expanding public recreational fields and associated amenities. This Agreement is a rental agreement only, and does not create a leasehold interest, estate, or possessory right. It does not confer exclusive use or tenancy. The County's use is permissive and revocable in accordance with this Agreement.
- 2. Term.** The term of this Agreement shall be thirty (30) years, commencing on _____, 2025, and terminating on _____, 2055, unless sooner terminated as set forth herein.

3. **Rent.** County shall pay Owner annual rent in the amount of One Hundred Twenty Dollars (\$120.00), due on or before **January 15** each year during the Term.
4. **Improvements and Responsibilities.** County shall construct and maintain improvements at its sole expense. Anticipated improvements include, but are not limited to:

- Fencing (including southern boundary fencing)
- Lighting
- Sod, topsoil, grading, berms, and vegetation
- Parking and access facilities
- Sprinkler and irrigation systems

All work shall be done in a manner that does not unreasonably interfere with Owner's operations. County is solely responsible for maintenance, safety, and liability relating to the improvements.

5. **Water and Irrigation.** If the County determines that it is needed, the County may connect the Property to its existing sprinkler and irrigation system used at Kent Smith Park. If additional water rights or secondary water connections are necessary to support irrigation of the Property, the County shall be solely responsible for securing and funding such rights or connections.
6. **Condition and Access.** The Owner represents and warrants that, as of the Effective Date of this Agreement, the Property is in a condition suitable for the County's intended use for public recreational fields and associated amenities.

The Owner shall ensure that any existing access points, service roads, drainage systems, gates, or other infrastructure under the Owner's control and reasonably necessary to enable the County's planned improvements and use of the Property are in functional condition as of the Effective Date.

The Owner shall, throughout the term of this Agreement, maintain such Owner-controlled infrastructure in good working order and condition so as not to unreasonably interfere with the County's use, operations, or improvements on the Property. The Owner shall provide the County with at least ninety (90) days advance written notice of any planned maintenance or repairs to Owner-controlled infrastructure or conditions that may materially interfere with the County's intended use or planned improvements, unless emergency conditions exist.

The Owner shall be responsible for repairing and/or reimbursing the County for any damages to County improvements caused by Owner-controlled infrastructure or activities on or adjacent to the Property. The County may, at its sole discretion, elect to perform any necessary repairs itself, in which case the Owner shall reimburse the County for its actual and reasonable costs incurred.

7. **Future Easement Coordination.** The Parties acknowledge Owner's interest in a future easement along the west boundary of Kent Smith Park. County agrees to reasonably coordinate and accommodate such an easement, provided it does not unreasonably interfere with current or planned improvements.
8. **Use Restrictions.** The Property shall be used solely for recreational fields and associated facilities. No other use is permitted without Owner's prior written consent.
9. **Review Period.** The Parties shall review this Agreement every five (5) years to assess operational needs, improvements, and to consider any mutually agreed modifications.
10. **Insurance and Liability.** Both Parties to this Agreement are governmental entities as defined under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. (the "Act"). There are no indemnity obligations between the Parties to this Agreement for one another's acts.

Subject to and consistent with the terms of the Act, each Party shall be liable for its own negligent acts or omissions, and those of its officers, employees, and agents acting within the scope of their employment or duties under this Agreement. Each Party shall maintain insurance or self-insurance coverage sufficient to meet its obligations under this Agreement and consistent with applicable law.

To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party from and against any third-party claims, demands, causes of action, or liabilities arising out of that Party's own negligent acts or omissions in connection with this Agreement.

Nothing in this Agreement shall be construed as a waiver of any defenses, limits of liability, or other rights and protections afforded under the Act or any other applicable law.

11. **Notices.** All notices under this Agreement shall be in writing and delivered via hand delivery, certified mail, or email with confirmation from recipient, and shall be deemed given when received. Notices shall be sent to the following addresses:

To Owner (MGSID): Mountain Green Sewer Improvement District
5455 W Old Highway Road
Morgan, UT 84050
Email: [Insert]

To County: Morgan County Commission
48 West Young Street
P.O. Box 886
Morgan, UT 84050
Email: [Insert]

Either Party may update notice information by written notice to the other.

12. Dispute Resolution. In the event of any dispute or claim arising under this Agreement, the Parties shall first attempt to resolve the matter through informal discussions between designated representatives. If unresolved, the Parties agree to participate in non-binding mediation in good faith, prior to initiating legal action. Venue for any action shall be the Second Judicial District Court, Morgan County, Utah. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

13. No Conveyance of Property Rights. This Agreement does not create a leasehold or property interest. It is a limited use arrangement revocable as provided herein. Nothing herein shall be construed to create a landlord-tenant relationship.

14. Termination. This Agreement may be terminated:

- By mutual written agreement; and
- By either Party for material breach, upon 60 days written notice and opportunity to cure.

15. Improvements Upon Termination or Expiration. Upon termination or expiration of this Agreement:

(a) County Election. The County may, at its sole option, elect to either:

Remove any permanent improvements placed on the Property, or

Leave any or all improvements in place, in which case all such improvements shall become the property of the Owner without compensation or obligation to the County.

The County shall notify the Owner in writing of its election within ninety (90) days of termination or expiration. If the County fails to make such election, all improvements shall be deemed abandoned and shall automatically become the property of the Owner without compensation.

(b) Removal of Non-Permanent Improvements. The County shall have up to ninety (90) days following termination or expiration to remove any non-permanent or movable equipment, furnishings, or personal property it installed or placed on the Property, unless otherwise agreed in writing.

(c) Restoration. Whether improvements are removed or retained, the County shall restore the Property to a reasonably clean, safe, and orderly condition, at its sole cost, including removal of debris, fill, and construction materials, and addressing any damage caused by removal of improvements, to the extent reasonably necessary and in coordination with the Owner.

(d) No Compensation or Reimbursement. The County acknowledges that it shall not be entitled to any compensation, reimbursement, or credit for improvements or expenditures made on the Property, regardless of whether improvements are removed or retained.

16. Miscellaneous.

- Entire Agreement: This Agreement constitutes the full understanding between the Parties.
- Amendments: Must be in writing and signed by both Parties.
- Severability: If any provision is held invalid, the remainder shall remain in effect.
- Non-Waiver: Any failure to enforce provisions does not waive future enforcement.
- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

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

MORGAN COUNTY

By: _____
Name: Matt Wilson
Title: County Commission Chair
Date: _____

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A – Map of Rental Area (4.6 acres adjacent to Kent Smith Park)



2025 BUDGET CHANGE FORM

Date 8/20/2025

Department Tourism

Department Head Signature _____

Amount \$1,141.53 (in addition to the 3,300 approved on 7/1

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 \$9,799.70 but expenses were \$9,625.42

Clerk/Auditor Use Only	
Date Entered	

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
35-3680-000-000 Car Show Revenue						
			01/01/2025 (00/25) Balance	.00 *	.00 *	.00
04/16/2025	CR	8000000412	Car show donation - Cannon Plumbing Company		200.00-	
			Description: Car show donation - Cannon Plumbing Company			
			04/30/2025 (04/25) Period Totals and Balance	.00 *	200.00- *	200.00-
05/14/2025	CR	8000000425	Car Show Sponsor - J & C Transport LLC		500.00-	
			Description: Car Show Sponsor - J & C Transport LLC			
05/20/2025	CR	8000000430	Donations for Car Show-Bright Storage West - Bri		300.00-	
			Description: Donations for Car Show-Bright Storage West - Bright Storage West/Southern Boy Customs			
05/20/2025	CR	8000000430	Donations for Car Show-Southern Boy Customs 2		200.00-	
			Description: Donations for Car Show-Southern Boy Customs 2.0 - Bright Storage West/Southern Boy Customs			
05/20/2025	CR	8000000430	Donation for Car Show - Industrial Propane, LLC		200.00-	
			Description: Donation for Car Show - Industrial Propane, LLC			
05/20/2025	CR	8000000430	Donation for Car Show - Wardell Brothers Constr		200.00-	
			Description: Donation for Car Show - Wardell Brothers Construction, Inc.			
05/21/2025	CR	8000000431	Donation-Car Show - Center Point		1,000.00-	
			Description: Donation-Car Show - Center Point			
05/21/2025	CR	8000000431	Donation-Car Show - Fairway Glass		300.00-	
			Description: Donation-Car Show - Fairway Glass			
05/21/2025	CR	8000000431	Donation-Car Show - Napa Auto Parts of Morgan		500.00-	
			Description: Donation-Car Show - Napa Auto Parts of Morgan			
05/22/2025	CR	8000000431	Donation-Car Show - Precision Complete Auto		300.00-	
			Description: Donation-Car Show - Precision Complete Auto			
05/22/2025	CR	8000000432	Donation-Car Show - Dirt Road Fabrication LLC		500.00-	
			Description: Donation-Car Show - Dirt Road Fabrication LLC			
05/27/2025	CR	9000000496	Woodscape - Woodscape		500.00-	
			Description: Woodscape - Woodscape			
05/27/2025	CR	9000000496	Canyon Collision - Canyon Collision		200.00-	
			Description: Canyon Collision - Canyon Collision			
05/27/2025	CR	9000000496	Daylight Glass - Daylight		200.00-	
			Description: Daylight Glass - Daylight			
05/27/2025	CR	9000000496	Southfork Mercantile - Southfork Mercantile		500.00-	
			Description: Southfork Mercantile - Southfork Mercantile			
			05/31/2025 (05/25) Period Totals and Balance	.00 *	5,400.00- *	5,600.00-
06/03/2025	CR	8000000436	Car Show Sponsor - Young Powersports of Morga		1,000.00-	
			Description: Car Show Sponsor - Young Powersports of Morgan			
06/05/2025	CR	8000000437	Car Show Sponsor for Red Wagan Storage - Ada		200.00-	
			Description: Car Show Sponsor for Red Wagan Storage - Adams Construction Services, Comment: Void reason: Fixing name on receipt			
06/05/2025	CR	8000000437	Voided Receipt - 8.000004375 - Adams Construct	200.00		
			Description: Voided Receipt - 8.000004375 - Adams Construction Services, Comment: Void reason: Fixing name on receipt			
06/05/2025	CR	8000000437	Car Show Sponsor for Red Wagon Storage - Ada		200.00-	

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
35-3680-000-000 Car Show Revenue (continued)						
			Description: Car Show Sponsor for Red Wagon Storage - Adams Construction Services			
06/13/2025	CR	8000000443	Sponsor - Dwight Gailey Plumbing, Inc.		500.00-	
			Description: Sponsor - Dwight Gailey Plumbing, Inc.			
06/19/2025	CR	8000000445	t-shirts and hats sales - Napa Auto Parts of Morga		1,012.64-	
			Description: t-shirts and hats sales - Napa Auto Parts of Morgan			
06/19/2025	CR	8000000445	raffle pre-sale - Napa Auto Parts of Morgan		82.06-	
			Description: raffle pre-sale - Napa Auto Parts of Morgan			
			06/30/2025 (06/25) Period Totals and Balance	200.00 *	2,994.70- *	8,394.70-
07/01/2025	CR	8000000450	Car Show Sponsor - Xtreme Motors		1,100.00-	
			Description: Car Show Sponsor - Xtreme Motors			
07/01/2025	CR	8000000450	Shirts & Hats Sales - Morgan Valley Car Show		305.00-	
			Description: Shirts & Hats Sales - Morgan Valley Car Show			
			07/31/2025 (07/25) Period Totals and Balance	.00 *	1,405.00- *	9,799.70-
			08/31/2025 (08/25) Period Totals and Balance	.00 *	.00 *	9,799.70-
YTD Encumbrance		.00	YTD Pending	.00	YTD Actual	9,799.70- Total
				9,799.70-	YTD Budget	8,300.00- Unearned
						1,499.70-

Promotion Budget FY 2025: **\$10,000**
 - Front Street Festival: **\$4,816.11**
 - Car Show Expense: **\$9,625.42**
Promotion Budget Increase: **\$3,300**
 . **(\$1,141.53) * Budget Adjustment Needed**
Fund Balance is \$363,815.87

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
35-4510-310-400 UOT COOP						
			01/01/2025 (00/25) Balance	.00 *	.00 *	.00
01/01/2025	AP	161	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128307 **Desc: UOT Coop Grant Printed Visitor's Guide **Inv. Date: 01/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
01/01/2025	AP	162	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128307 **Desc: UOT Coop Grant Ad Management **Inv. Date: 01/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
			01/31/2025 (01/25) Period Totals and Balance		.00 *	9,154.16
02/01/2025	AP	371	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128384 **Desc: 2024 UOT Coop Grant, Ad Management and Visitor Guide Distribution **Inv. Date: 02/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
02/01/2025	AP	372	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128384 **Desc: 2024 UOT Coop Grant: Ad buys and hard copy printing **Inv. Date: 02/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
			02/28/2025 (02/25) Period Totals and Balance		.00 *	18,308.32
03/01/2025	AP	74	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128465 **Desc: Marketing UOT Coop Grant **Inv. Date: 03/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
03/01/2025	AP	75	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128465 **Desc: Marketing UOT Coop Grant: Add Purchases **Inv. Date: 03/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
			03/31/2025 (03/25) Period Totals and Balance		.00 *	27,462.48
04/01/2025	AP	106	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128550 **Desc: 2024 UOT Coop Grant: Marketing Purchases **Inv. Date: 04/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
04/01/2025	AP	107	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128550 **Desc: 2024 UOT Coop Grant: Marketing Services **Inv. Date: 04/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
			04/30/2025 (04/25) Period Totals and Balance		.00 *	36,616.64
04/29/2025	AP	236	NAPA Auto Parts Bri and Bry LLC	734.75		
			**VendorNo: 28183 **Inv. No: 4758 **Desc: Reimb - Morgan Valley Car Show Banners **Inv. Date: 04/29/25 **PO No: **Remit Name: NAPA Auto Parts Bri and Bry LLC **Merchant Vendor No: 28183 **Merchant Vendor Name: NAPA Auto Parts Bri and Bry LLC **Invoice Created By: pbutler			
05/01/2025	AP	159	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128639 **Desc: Add-on marketing services: 2024 UOT Coop Grant **Inv. Date: 05/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
05/01/2025	AP	160	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128639 **Desc: Ad Buys: 2024 UOT Coop Grant **Inv. Date: 05/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
05/08/2025	AP	411	Green, Toby	218.05		
			**VendorNo: 28636 **Inv. No: 3739420099 **Desc: Reimb - 1yr subscription for Morgan Valley Car Show Website **Inv. Date: 05/08/25 **PO No: **Remit Name: Green, Toby **Merchant Vendor No: 28636 **Merchant Vendor Name: Green, Toby **Invoice Created By: pbutler			
			05/31/2025 (05/25) Period Totals and Balance		.00 *	46,723.60
03/26/2025	AP	349	River Print	1,852.46		
			**VendorNo: 27246 **Inv. No: 128164.1 **Desc: Signs, Posters, Ticket, Banners & Postage for Front Street Festival **Inv. Date: 03/26/25 **PO No: **Remit Name: River Print **Merchant Vendor No: 27246 **Merchant Vendor Name: River Print **Invoice Created By: pbutler			
05/22/2025	AP	40	Wasatch Front Sound Dance & Recording	900.00		
			**VendorNo: 27589 **Inv. No: 10215 **Desc: Sound for Car Show **Inv. Date: 05/22/25 **PO No: **Remit Name: Wasatch Front Sound Dance & Recording **Merchant Vendor No: 27589 **Merchant Vendor Name: Wasatch Front Sound Dance & Recording **Invoice Created By: pbutler			
05/22/2025	AP	368	Live Matter	603.65		
			**VendorNo: 29000 **Inv. No: 052225-2 **Desc: Festival Tee Shirts **Inv. Date: 05/22/25 **PO No: **Remit Name: Live Matter **Merchant Vendor No: 29000 **Merchant Vendor Name: Live Matter **Invoice Created By: pbutler			
05/26/2025	AP	348	River Print	1,000.00		
			**VendorNo: 27246 **Inv. No: 128164 **Desc: EDDM Postcards **Inv. Date: 05/26/25 **PO No: **Remit Name: River Print **Merchant Vendor No: 27246 **Merchant Vendor Name: River Print **Invoice Created By: pbutler			
05/28/2025	AP	374	Golden Spike Express	660.00		

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
35-4510-310-400 UOT COOP (continued)						
			**VendorNo: 29179 **Inv. No: 052825 **Desc: 4hrs trackless train service **Inv. Date: 05/28/25 **PO No: **Remit Name: Golden Spike Express **Merchant Vendor No: 29179 **Merchant Vendor Name: Golden Spike Express **Invoice Created By: pbutler			
05/31/2025	AP	367	Kay, Cindy	130.00		
			**VendorNo: 28936 **Inv. No: 053125 **Desc: Reimb - Temp food permit for front street festival **Inv. Date: 05/31/25 **PO No: **Remit Name: Kay, Cindy **Merchant Vendor No: 28936 **Merchant Vendor Name: Kay, Cindy **Invoice Created By: pbutler			
06/01/2025	AP	276	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128705 **Desc: Marketing Services **Inv. Date: 06/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
06/01/2025	AP	277	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128705 **Desc: Marketing Services - Ad Buys **Inv. Date: 06/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
06/02/2025	AP	9	Pierce, Jerry	300.00		
			**VendorNo: 25729 **Inv. No: MVCS2025 **Desc: Emcee for Morgan Car Show 2025 **Inv. Date: 06/02/25 **PO No: **Remit Name: Pierce, Jerry **Merchant Vendor No: 25729 **Merchant Vendor Name: Pierce, Jerry **Invoice Created By: pbutler			
06/02/2025	AP	45	Green, Toby	503.83		
			**VendorNo: 28636 **Inv. No: 2396730 **Desc: Reimb- 23 custom sponsor plaques **Inv. Date: 06/02/25 **PO No: **Remit Name: Green, Toby **Merchant Vendor No: 28636 **Merchant Vendor Name: Green, Toby **Invoice Created By: pbutler			
06/02/2025	AP	67	Bankcard Center	30.00		
			**VendorNo: 28891 **Inv. No: 060225 **Desc: Acct #0622: Front Street Festival "Chair" ity Auction **Inv. Date: 06/02/25 **PO No: **Remit Name: Bankcard Center **Merchant Vendor No: 28891 **Merchant Vendor Name: Bankcard Center **Invoice Created By: pbutler			
06/02/2025	AP	73	Bankcard Center	40.00		
			**VendorNo: 28891 **Inv. No: 060225 **Desc: Acct #0622: Ad feature upgrade for "Chair"ity auction **Inv. Date: 06/02/25 **PO No: **Remit Name: Bankcard Center **Merchant Vendor No: 28891 **Merchant Vendor Name: Bankcard Center **Invoice Created By: pbutler			
06/02/2025	AP	341	Pierce, Jerry	500.00		
			**VendorNo: 25729 **Inv. No: FSF2025 **Desc: Front Street Emcee & Sound **Inv. Date: 06/02/25 **PO No: **Remit Name: Pierce, Jerry **Merchant Vendor No: 25729 **Merchant Vendor Name: Pierce, Jerry **Invoice Created By: pbutler			
06/17/2025	AP	457	Romero Graphics & Signs	690.00		
			**VendorNo: 3200 **Inv. No: 4790 **Desc: Banners for Car Show **Inv. Date: 06/17/25 **PO No: **Remit Name: Romero Graphics & Signs **Merchant Vendor No: 3200 **Merchant Vendor Name: Romero Graphics & Signs **Invoice Created By: pbutler			
			06/30/2025 (06/25) Period Totals and Balance		.00 *	63,087.70
06/09/2025	AP	248	Shirts to a T	4,838.75		
			**VendorNo: 28038 **Inv. No: 10268 **Desc: Shirts & hats for car show **Inv. Date: 06/09/25 **PO No: **Remit Name: Shirts to a T **Merchant Vendor No: 28038 **Merchant Vendor Name: Shirts to a T **Invoice Created By: pbutler			
06/18/2025	AP	262	Green, Toby	1,440.04		
			**VendorNo: 28636 **Inv. No: 061825 **Desc: Reimb- Gift cards for fly over at car show **Inv. Date: 06/18/25 **PO No: **Remit Name: Green, Toby **Merchant Vendor No: 28636 **Merchant Vendor Name: Green, Toby **Invoice Created By: pbutler			
07/01/2025	AP	270	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128776 **Desc: marketing services - Ad buys **Inv. Date: 07/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
07/01/2025	AP	271	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128776 **Desc: Marketing services - Add ons **Inv. Date: 07/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
			07/31/2025 (07/25) Period Totals and Balance		.00 *	78,520.65
08/01/2025	AP	95	Destination IQ	3,933.33		
			**VendorNo: 28943 **Inv. No: 1128848 **Desc: Marketing Services - Ad Ons **Inv. Date: 08/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
08/01/2025	AP	96	Destination IQ	5,220.83		
			**VendorNo: 28943 **Inv. No: 1128848 **Desc: Marketing Services - Ad Buys **Inv. Date: 08/01/25 **PO No: **Remit Name: Destination IQ **Merchant Vendor No: 28943 **Merchant Vendor Name: Destination IQ **Invoice Created By: pbutler			
			08/31/2025 (08/25) Period Totals and Balance		.00 *	87,674.81
YTD Encumbrance		.00	YTD Pending	.00	YTD Actual	87,674.81
			Total	87,674.81	YTD Budget	122,150.00
					Unexpended	34,475.19
Number of transactions: 56 Number of accounts: 2				Debit	Credit	Proof
Total Tourism:				87,874.81	9,999.70-	77,875.11
Number of transactions: 56 Number of accounts: 2				Debit	Credit	Proof

Grand Totals:	87,874.81	9,999.70-	77,875.11
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2025 BUDGET CHANGE FORM

Date	6/25/2025
Department	Tourism
Department Head Signature	Kate Becker
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	

Resolution CR 25-30 v2
MORGAN COUNTY POLICY FOR RENTAL OF FAIRGROUND ARENAS
AND FACILITIES

Reservation Procedure:

Reservations for the current calendar year shall be available upon approval of the Fairgrounds schedule by the Morgan County Commission. To begin the reservation process, applicants must complete an application, available online at _____. Hard copies are also available from the County Fairgrounds Manager. All reservations and rentals of the Fairgrounds shall be coordinated through the County Fairgrounds Manager.

Reservation Calendar

Tentative reservations may be placed on the Fairgrounds calendar as a courtesy to reflect interest in a specific date; however, a tentative reservation does **not** guarantee or hold that date. A reservation will not be confirmed—and will not be secured on the calendar—until all required items are received, including a completed contract, proof of insurance, proof of any required permits, and payment of any applicable deposit or fees. Deposit and fees must be paid upon submittal of application.

In the event that another applicant completes all reservation requirements for the same date before a tentative reservation is finalized, the County may grant the confirmed reservation to the other applicant. Tentative reservations are subject to cancellation at any time and shall not be construed as a guarantee or binding agreement for use of the Fairgrounds.

Application Process:

A Rental Agreement Application must be fully completed and submitted at least 30 days prior to the scheduled event.

The County Fairgrounds Manager will provide the application to appropriate County departments. Those County departments will review each application and departments may impose appropriate conditions, requirements, deposits, and fees to protect the health, safety, and welfare of the public. The County Fairgrounds Manager shall provide a contract based upon the County's requirements for the scheduled event to the applicant within seven days.

A completed contract, proof of insurance, proof of required permits, fees, and full deposit must be provided to the County Fairgrounds Manager 20 days before the scheduled event. Any additionally required services, conditions, or fees must be provided at least 10 days before the event.

Facilities:

Facilities	Hourly 0 to 4	Daily 4 + hours	Utilities Hourly/Daily	Deposit Hourly/Daily	Total	Signed off by:
Main Arena						

North Arena/High School Arena						
Exhibit Building						
Main Food Booth						
Small Food Booth						
All other areas: Livestock pavilion, grass area, bowery, and grounds						
Entire Fairgrounds						
Arena Grooming*						
Other:						
Square footage rental:						
						Subtotal of Rental Fees and Deposits: \$ _____

***Only authorized County staff may operate County equipment for arena grooming.**

Conditions or Requirements:

*Services:	Required/ Requested	Hourly 0 to 4	Daily 4 + hours	Utilities Hourly/ Daily	Deposit Hourly/ Daily	Total:	Signed off by:
EMS							
Fire							

Sheriff/security plan/internal security							
Parking/traffic: Signs, barricades, cones, regulations							
Special electric/lighting							
Other public safety							
First aid supplies/ Assistance							
Extra trash containers/ Removal							
Extra toilet and sanitation facilities							
Odor prevention							
Noise prevention							
Other:							
Other:							
							Subtotal of costs for Services: \$ _____

TOTAL RENTAL, DEPOSIT, AND SERVICE COSTS DUE: \$ _____

*Specific details for any of the above conditions or requirements:

Permits and licenses:

Food Booth. Food Booth rental for concessions, other than non-profit organizations, require a business license and Utah State Sales Tax Certificate and number. A Food Handlers Permit is also required for rental of food booths.

Mass Gatherings. Events lasting over 2 hours with expected attendance of over 500, must apply for a Mass Gathering permit through the Health Department.

Business license. A business license and/or permits may be needed for events being held at the Morgan County Fairgrounds. To determine if a business license and/or permits are needed for an event please call the Morgan County Clerk's Office at 801-829-6811.

Permits/licenses:	Required	Obtained	Signed off by:
Business			
Food Handler			
Mass Gathering			
UT State Tax Id.			

Insurance:

Insurance. Unless exempt, applicant/renter shall provide liability insurance, with minimum limits of \$1,000,000.00 per occurrence. The insurance certificate must name Morgan County, its officers, officials, employees, and agents as a certificate holder and as a primary and non-contributory additional beneficiary to any such policy. A copy of said insurance certificate must be provided to the County Attorney's Office at least 20 days prior to the event for approval. Failure to provide said insurance certificate shall result in cancellation of the event.

The following events may require minimum limits of \$5,000,000.00:

- Concerts
- Dances
- Events involving animals
- Events wherein the Renter brings its own equipment such as trampolines, rides, games, etc.
- Carnivals
- Truck pulls, motorcycle events, etc.
- Other events as determined on a case by case basis for the health, safety, and welfare of the County and its residents.

Insurance	Amount	Obtained	Signed off by:

Groups Exempt from Rental Fees:

Any entity besides those listed below who wish to be exempt from fairgrounds rental payments **must obtain approval from the Morgan County Commission.**

Approved exempt groups include:

Morgan County Lions Club	Morgan County FFA
Morgan County Rodeo Club	Morgan County Riding Club
Morgan County Junior Livestock	Morgan County Search and Rescue
Morgan County 4-H	

Approved exempt groups must still provide liability insurance for the event unless they are covered under the County's insurance for said event.

Groups Exempt from Deposit Fees:

4H Extension, FFA, Junior Livestock, and High School Rodeo events are exempt from paying the facility deposit. The County Commission may also approve deposit waivers for other community organizations, such as the Lions Club, on a case-by-case basis. Notwithstanding these exemptions,

the County Commission expressly reserves the right to require a deposit or revoke any waiver at any time if circumstances warrant, including but not limited to larger or higher-risk events.

Prohibitions:

No alcohol or drugs, in any form, may be possessed nor consumed on County Fairgrounds property as per Morgan County Ordinance No. CO-00-05.

Smoking is prohibited as per the Weber-Morgan Board of Health Regulations on smoking in outdoor public places.

No lighted candles, flammable materials, explosives, or fireworks may be brought into nor used in any County indoor facility.

Renters shall be required to comply with and obey all laws, rules, regulations, and ordinances, whether Federal, State, or county, including the County noise ordinance.

Liability:

Renter acknowledges and accepts that they are renting all facilities and grounds at their own risk and in their current "as-is" condition. Morgan County makes no warranty or representation as to the condition or suitability of the facilities for any particular purpose.

Morgan County shall not be liable for damage claims due to injury to persons or property from any cause related to the occupancy of the premises by the Renter, including those arising out of damages or losses occurring on other areas adjacent to the premises during the term of the agreement or any extension of term. The Renter shall indemnify Morgan County from any and all liability, loss or other damage claims or obligations resulting from any injuries or losses, and shall hold harmless and indemnify Morgan County all costs associated with claims, including but not limited to judgements and cost of defense. Renter's obligation to indemnify Morgan County is not limited or waived in any way by compliance or non-compliance with the insurance requirements section of the contract, and Renter will be obligated to indemnify the Morgan County to the fullest extent allowed by law whether or not the Renter has secured insurance to finance those indemnification obligations.

Altering of Fairgrounds:

Renting the fairgrounds DOES NOT grant one the authority to alter any portion of the fairgrounds. If you are wishing to change the fairgrounds setup in any way you must get permission from Public Works Director.

For example, Renter may not move bleachers, panels, or picnic tables without obtaining prior permission from Fairgrounds Manager.

Force Majeure

Neither Morgan County nor the Renter shall be held liable for any failure to perform their obligations under this agreement due to unforeseen events beyond their reasonable control. These events may include, but are not limited to, acts of God, natural disasters, fires, floods, severe weather, earthquakes, epidemics or pandemics, acts of war or terrorism, civil unrest, labor strikes,

governmental orders, or any other emergency or circumstance that renders performance impossible or impracticable.

In such cases, the affected party shall notify the other party as soon as reasonably possible. Any prepaid deposits or fees may be refunded or rescheduled at the County's discretion based on the circumstances of the cancellation.

Check-in/check out:

The Fairgrounds Manager or his/her designee shall unlock any locked rented facilities at the start of the event. Renter shall not be given keys to the facilities. Renter should note any damages or trash upon entering facilities and immediately report them to Fairgrounds Manager.

At conclusion of the event, Fairgrounds Manager or his/her designee shall inspect the facilities for cleanliness and damages. Any cleaning costs or damage costs shall be deducted from the deposit. Renter is responsible for any costs exceeding the deposit amount.

Prior to end of the rental, Renter shall complete the following checklist:

Clean-up checklist:

Prior to expiration of rental term, Renter shall clean and remove trash. Fairgrounds shall be left in the same or better condition than at start of rental. Renter shall at a minimum complete the following checklist where applicable:

- ____ 1. Pick up all trash in and around buildings, arenas, under bleachers, grounds, and parking area. Empty trash containers including bathroom trash containers. Place trash in dumpster or haul away. Rinse out trash containers, if necessary.
 - ____ 2. Remove all food and beverages from premises including from refrigerator.
 - ____ 3. Wipe down counters, clean and degrease grills and grill areas, and clean any spills in refrigerator.
 - ____ 4. Clean exhaust hood. Exhaust hood must be free from grease.
 - ____ 5. Sweep and mop floors.
 - ____ 6. Make sure toilets are flushed, facets are off, and any messes cleaned from bathrooms.
 - ____ 7. Take down any decorations and remove all personal property or any property brought onto Fairgrounds. Morgan County is not responsible for any lost, damaged, or stolen property. Any property left on Fairgrounds, shall be disposed of by Morgan County.
 - ____ 8. Clean and return to proper place any Fairground utensils or property.
 - ____ 9. Tables and chairs should be wiped down and returned to proper storage areas.
 - ____ 10. Remove all obstacles, jumps, barrels, etc. from arena to their proper places.
 - ____ 11. Make sure fire and/or hot coals are completely extinguished in grills and firepits and cleaned, if necessary.
 - ____ 12. Other requirements:
-
-

Renter:

DATE: _____ TIME: _____ .m.

Signed _____

Printed name: _____

Cleaning and Damage Inspection list:

Cleaning:

Damages:

Cost to clean and/or repair/replace damages: _____

Deposit amount: _____

Deposit amount returned to Renter: _____

Amount due in excess of deposit: _____

Morgan County Fairgrounds Manager:

By: _____
Morgan County Fairgrounds Manager/designee

MORGAN COUNTY FAIRGROUNDS RULES

- Morgan County Fairgrounds facilities are used at the personal risk of all patrons.
- Morgan County Fairgrounds Board, under the direction of the Morgan County Commission reserves the right to recommend changes to rules, policies and procedures at any time as deemed necessary, and reserves the right to prohibit any event, activity or vendor from using the fairgrounds facilities, if deemed inappropriate.
- No alcoholic beverages or drugs in any form may be possessed nor consumed on Fairground property, as per Ordinance No. CO-00-05.
- No smoking is allowed on Fairgrounds.
- All pets must be on a leash, and owner must clean up after their pets.
- Morgan County is not responsible for lost or stolen articles.
- Depending on the event, security may be required at the expense of the event organizers.
- Persons making reservations for special events will be responsible for collecting all fees for their group.
- Free riders must be out of the arena 2 hours prior to any event. Please check the reservation schedule for events. Reservations will be posted on a monthly basis at both the Fairgrounds and the Courthouse. All scheduled reservations are subject to change without notice.
- Parking is allowed only in designated areas.
- Promoters/Patrons are responsible for all clean up and or damages to facilities. Required clean up includes litter inside buildings, arenas, under bleachers, around outside of buildings and parking areas. Clean up all trash and litter and deposit in the provided dumpster.
- Users must remove all obstacles, jumps, barrels, etc. to the outside of the arenas after practice or events.
- When using the picnic areas, fires are allowed only in grills and fire pits, and must be attended at all times and extinguished before leaving. Never place hot coals in any garbage receptacles.
- When using the picnic areas, leave the grounds in better condition than when you arrived. Clean up all trash and litter and deposit in the provided dumpster.
- Do not tamper with the sprinkler system, lights, fences or any other Fairground property.
- Payment for any damage will be the responsibility of the event organizer.
- Failure to comply with any of the listed rules may result in immediate termination of the rental and denial of future applications.

In case of an emergency, call 911. Report any accidents or damages to the Fairgrounds Manager immediately.

By Signing this Agreement, I Acknowledge and Agree to the Following:

I, _____, am authorized on behalf of _____, to enter into this contract and bind _____ to the all terms, and do further hereby state that:

I have read and understand the above Policy.

I agree to all the terms and conditions of the above Policy.

The information I have provided in my application and in completion of this contract is true, correct, and complete.

I agree to adhere to all rules, regulations, and policies established by Morgan County.

I understand that an Event Permit does not authorize any violation of the provisions of Morgan County Code or any other code or law, rule, regulation, or ordinance.

I agree to waive and release all rights and claims that might be had against Morgan County, its employees, officers, boards, or agents. I further agree to indemnify Morgan County from any and all liability, loss or other damage claims or obligations resulting from any injuries or losses, and shall hold harmless and indemnify Morgan County all costs associated with claims, including but not limited to judgements and cost of defense. My obligation to indemnify Morgan County is not limited or waived in any way by compliance or non-compliance with the insurance requirements section of the contract, and I will be obligated to indemnify the Morgan County to the fullest extent allowed by law whether or not I have secured insurance to finance those indemnification obligations.

Dated this ____ day of _____, 2025.

Signature of Renter: _____

For Internal Use Only:

Rental Fee Waved: _____ YES _____ NO

Morgan County Commission: _____ Date: _____

Payment Received By:

Morgan County Treasurer: _____ Date: _____

Deposit Paid: _____ Date: _____] Fee Paid: _____ Date: _____

Contract Approved:

I certify that the Renter has obtained and provided proof of all required permits, licenses, insurance, conditions and requirements, and has paid all fees and deposit due.

Morgan County Fairgrounds Manager: _____

Date: _____

Comments: _____

Deposit Return/Additional Costs:

_____ Renter is entitled to full return of deposit.

_____ Renter is entitled to a partial return of deposit in the amount of _____.

_____ Renter owes additional costs for cleaning/damages in the amount of _____.

Morgan County Fairgrounds Manager: _____

Date: _____

Amount Returned: _____

Amount still due: _____

By: Morgan County Treasurer: _____ Date: _____

Amounts still due are shall be submitted to the Morgan County Treasurer within 10 days of mailing of this bill. Amounts not paid within said 10 days may be subject to collection by Morgan County.

Kate Becker

From: Janet Christoffersen
Sent: Thursday, August 28, 2025 1:41 PM
To: Kate Becker
Subject: Horse boarding at Fairgrounds
Attachments: Horse Layover at Fairgrounds Rules.docx

Kate,
I did some looking around at other counties in Utah and really couldn't find any agreements for overnight horse boarding at county fairgrounds. Counties do it, but they just have a phone number you call and set it up. I think Box Elder and maybe Cache does at some facility. I don't know if we want to open a can of worms where we officially do horse boarding...just seems like a lot of extra work when people should be planning ahead and finding boarding places. However, there are still a bunch of old cowboys that are used to doing this. We did it in Montana when we were hauling my horse out to western MT for treatment...but that's been like almost two decades ago. So, with that all said, I'm leaning towards just posting a sign out at the fairground allowing emergency, last resort boarding at fairgrounds by calling someone (Bret?) to get approval and make sure there's nothing going on there, and then a list of rules. I'm thinking that's a good course of action because a) some people will just do it anyway and at least if we have something posted we have notice, guidance, waiver of liability, indemnity, and trespass notice; b) we also don't want people pulling their horses out at rest areas or other places that are more dangerous. That's just my legal thoughts.... I think this is something that Bret would know way more about logistically, practically, and etc. If this is something that we'd like to do, I pulled together a quick list of possible rules with trespass notice, waiver of liability, and indemnity that could be posted out at fairgrounds, but again Bret probably should review them and make changes.
Janet

Janet Christoffersen
Deputy County Attorney
Morgan County Attorney's Office
PO Box 886
Morgan, UT 84050
Direct: 385-501-6081
Fax 801-845-6006

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MORGAN COUNTY FAIRGROUNDS

OVERNIGHT HORSE LAYOVER RULES

For Emergency Use Only – Last Resort

All overnight layovers must be approved in advance by calling: _____

No use is allowed without prior approval. Failure to obtain approval may result in trespassing charges.

RULES & REQUIREMENTS

1. **Emergency Use Only** – Overnight layovers are for emergencies or last-resort situations. No long-term boarding or planned use.
2. **Advance Approval Required** – Call the posted number for authorization before unloading. **Unauthorized use is trespassing.**
3. **Events Take Priority** – County events and rentals have first priority. Overnight use may be denied, revoked, or terminated at any time.
4. **Fees** – \$20 per stall/horse per night, payable by [drop box/QR code/online].
5. **Health & Legal Compliance** –
 - Horses must be healthy and free from contagious disease.
 - Sick, injured, or visibly ill horses are not permitted.
 - Owners must have proof of ownership, current health certificates, and proof of negative Coggins test in compliance with Utah and interstate livestock laws.
6. **Vaccination Requirement** – Horses must be properly vaccinated as required for intrastate or interstate travel and public boarding.
7. **Owner Responsibility** – Owner must provide all feed, water, bedding, and care. County provides space only.
8. **Supervision** – Horses must remain secured in assigned stalls/corrals. Owner is responsible for all supervision. **Owner is responsible for all costs of repair or replacement for damage caused by Owner or Owner's horses.**
9. **Clean-Up** – Stalls must be fully cleaned prior to departure. Manure and bedding must be removed to designated disposal areas.
10. **Departure Deadline** – Horses must be removed by 9:00 a.m. the following day unless otherwise approved.
11. **No Riding/Training** – No riding, training, or turnout outside designated areas.
12. **Unauthorized Use or Abandonment** –
 - Any horse boarded or left without approval may be removed by the County and transported to a private boarding facility at the owner's sole expense, including all transportation and boarding costs.
 - The County is not responsible for the condition, care, or costs of horse.
13. **Risk & Waiver of Liability** –
 - Use of the fairgrounds is entirely at the owner's sole risk.

- Morgan County does not provide security, veterinary care, or supervision.
- The County is not responsible for injury, escape, theft, disease, or death of horses, nor for damage to vehicles, trailers, or personal property.
- **By entering the facility, Owner agrees to fully assume all risks of use and to indemnify, defend, release, and hold harmless Morgan County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses (including injury, death, or property damage to third parties) arising out of or related to Owner's horses, equipment, or activities at the fairgrounds, including but not limited to situations where a horse escapes, enters roadways, or causes injury or death to any person or animal, or damage to any property or vehicle.**

Unauthorized use or failure to comply with these rules may result in immediate removal of horses, trespass charges, and denial of future access.

Contact Morgan County Fairgrounds: _____

draft



Council of Governments

08-18-25

**COG Recommends the following
be allocated out of Fund 17:**

- \$250,000 towards the City's
Alley Project**
- \$179,975 to finish a 2" overlay
of Deep Creek Road**



Morgan County // Third Quarter Local Option Sales Tax

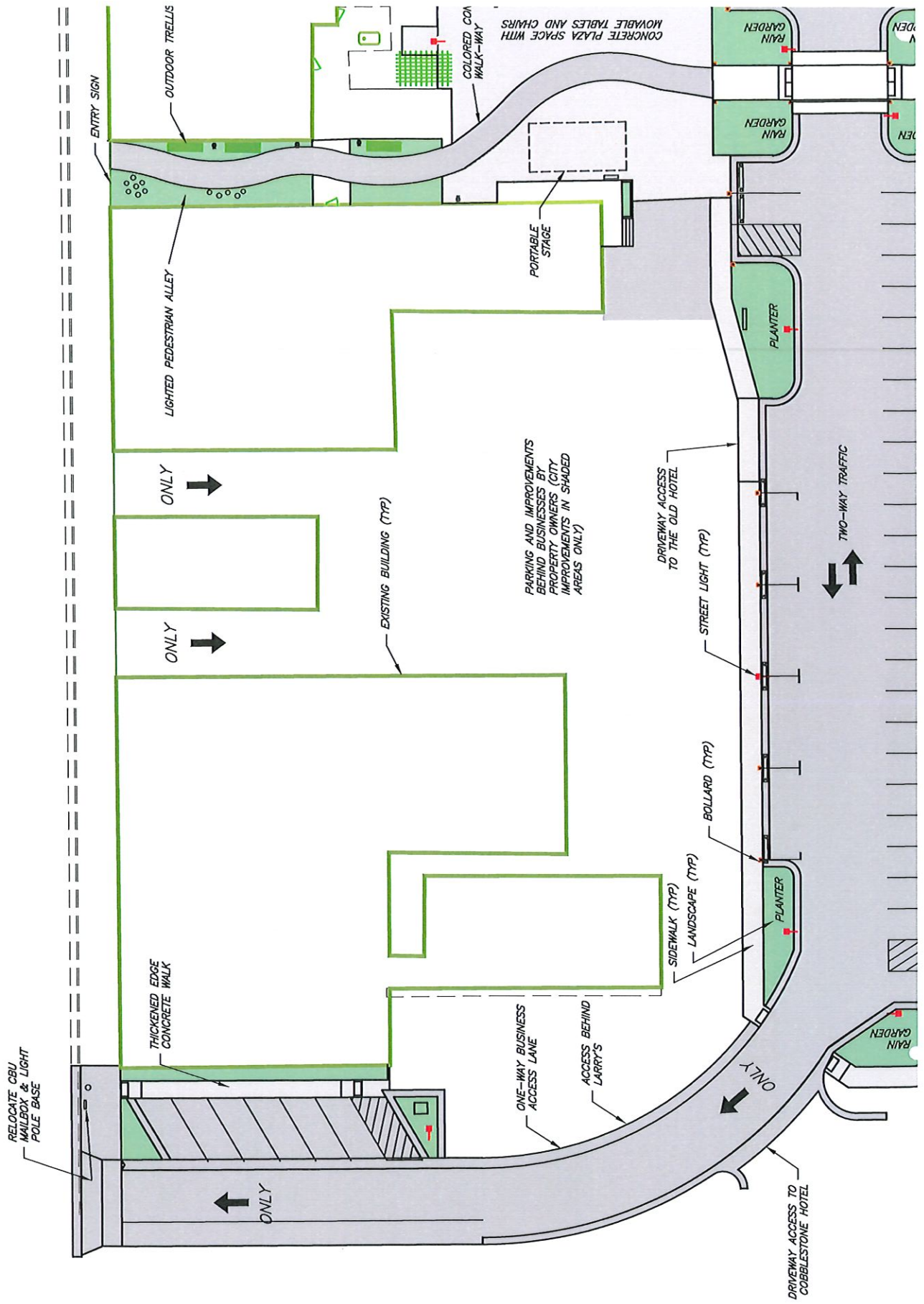
TRANSPORTATION PROJECT PRIORITIZATION PROCESS

Project Application

1	Project name:	Commercial Street Alleyway and Plaxa
2	Project location (attach map):	
3	Applicant:	Morgan City
4	Does the applicant own the facility:	Yes
5	Purpose/scope of project (attach plans if available):	To construct an alleyway behind the businesses on Commer
6	Project goals and objectives:	Improve access to businesses and traffic in Historic Downtov
7	How does the project consider all modes:	It includes a travel lane, sidewalks, and pedestrian access fro
8	Phase funds being requested (engineering, environmental, ROW, final design, construction, maintenance, operation):	The project is under construction.
9	Project cost (attach cost estimate):	The bid was for \$1,549,962.50
10	Requested funding (include percent match):	500K requested, which is a 66.7% match
11	Does the project have a federal, state, or other grant (please explain):	The project has a State Rural Opportunities Grant of 458k
12	Does the project have a revenue stream to cover maintenance and operation expenses (attach maintenance and operation plan):	Yes, the City will maintain the facility from LOST revenue

- 13 Describe project readiness/status of project: The project is currently under construction
- 14 Anticipated project schedule: The project began July 1st and will be complete Oct. 31st
- 15 Project consistency with local, regional, or statewide plans: The project is the top priority on the COG 3rd quarter project list
- 16 If the project is on or part of a regionally significant transportation facility and constructs or adds a new through lane or interchange, or provides new fixed guideway public transit service, is the project on UDOT's statewide long-range plan: No
- 17 Does the project meet all applicable federal laws and regulations: Yes

COMMERCIAL STREET





Morgan County // Third Quarter Local Option Sales Tax

TRANSPORTATION PROJECT PRIORITIZATION PROCESS

Project Application

- 1 Project name:
- 2 Project location (attach map):
- 3 Applicant:
- 4 Does the applicant own the facility:
- 5 Purpose/scope of project (attach plans if available):
- 6 Project goals and objectives:
- 7 How does the project consider all modes:
- 8 Phase funds being requested (engineering, environmental, ROW, final design, construction, maintenance, operation):
- 9 Project cost (attach cost estimate):
- 10 Requested funding (include percent match):
- 11 Does the project have a federal, state, or other grant (please explain):
- 12 Does the project have a revenue stream to cover maintenance and operation expenses (attach maintenance and operation plan):

13 Describe project readiness/status of project:

14 Anticipated project schedule:

15 Project consistency with local, regional, or statewide plans:

16 If the project is on or part of a regionally significant transportation facility and constructs or adds a new through lane or interchange, or provides new fixed guideway public transit service, is the project on UDOT's statewide long-range plan:

17 Does the project meet all applicable federal laws and regulations:

ADDITIONAL TRANIST TAX: LOCAL PORTION

Morgan County

Detail Ledger - with Comments

Page: 1

Period 01/25 (01/31/2025) - 08/25 (08/31/2025)

Aug 13, 2025 4:54PM

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance					
17-2951-000-000 Fund Balance											
			01/01/2025 (00/25) Balance	.00 *	.00 *	312,882.13-					
			08/31/2025 (08/25) Period Totals and Balance	.00 *	.00 *	312,882.13-					
17-3150-000-000 Additional Transit Tax-Local											
			01/01/2025 (00/25) Balance	.00 *	.00 *	.00					
01/31/2025	CRJE	239	To record January activity for PTIF account 1460		13,037.30-						
			01/31/2025 (01/25) Period Totals and Balance	.00 *	13,037.30- *	13,037.30-					
02/28/2025	CRJE	202	To record February activity for PTIF account 1460		18,198.27-						
			02/28/2025 (02/25) Period Totals and Balance	.00 *	18,198.27- *	31,235.57-					
03/31/2025	CRJE	265	To record March activity for PTIF account 1460		13,734.66-						
			03/31/2025 (03/25) Period Totals and Balance	.00 *	13,734.66- *	44,970.23-					
04/30/2025	CRJE	177	To record April activity for PTIF account 1460		12,720.29-						
			04/30/2025 (04/25) Period Totals and Balance	.00 *	12,720.29- *	57,690.52-					
05/31/2025	CRJE	275	To record May activity for PTIF account 1460		17,805.08-						
			05/31/2025 (05/25) Period Totals and Balance	.00 *	17,805.08- *	75,495.60-					
06/30/2025	CRJE	158	To record June activity for PTIF account 1460		12,184.04-						
			06/30/2025 (06/25) Period Totals and Balance	.00 *	12,184.04- *	87,679.64-					
07/31/2025	CRJE	334	To record July activity for PTIF account 1460		14,941.88-						
			07/31/2025 (07/25) Period Totals and Balance	.00 *	14,941.88- *	102,621.52-					
			08/31/2025 (08/25) Period Totals and Balance	.00 *	.00 *	102,621.52-					
YTD Encumbrance	.00	YTD Pending	.00	YTD Actual	102,621.52-	Total	102,621.52-	YTD Budget	166,539.00-	Unearned	63,917.48

17-4400-340-000 Project Expenses

			01/01/2025 (00/25) Balance		.00 *		.00 *		.00		
			08/31/2025 (08/25) Period Totals and Balance		.00 *		.00 *		.00		
YTD Encumbrance	.00	YTD Pending	.00	YTD Actual	.00	Total	.00	YTD Budget	166,539.00	Unexpended	166,539.00

Number of transactions: 7 Number of accounts: 3

Debit	Credit	Proof
.00	102,621.52-	102,621.52-

Total Additional Transit Tax-Local:

Number of transactions: 7 Number of accounts: 3

Debit	Credit	Proof
.00	102,621.52-	102,621.52-

Grand Totals:

SUMMARY:

- * The unappropriated fund balance sits at \$312,882.13
- * To date the Local Use tax has brought in \$102,621.52 in revenue with anticipation of an additional \$63,917.48 by year end.
- * The Morgan County Commission budgeted \$166,539 in project expenses this year but have not approved any projects. It is anticipated that these monies will roll into the Fund Balance to allocate for larger projects next year.