



MORGAN COUNTY COMMISSION MEETING AGENDA

September 16th, 2025

3:00 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.

3:00 WORK SESSION

(A) Review draft feasibility study from LRB Finance for compilation and submission of comments.

[Note: draft document will not be available until the day of this work session.]

(B) Review and discussion on a development agreement for Eagle Vista Subdivision.

[Note: this is a work session with the County Commission as it is the first development agreement inside a town center zoning designation.]

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from September 2nd, 2025.
2. Approval of **CR 25-49** County Asset Acquisition Approval Policy
3. Approval of **CR 25-50** County Employee Appreciation Expenditures Policy
4. Approval of **CR 25-51** County Overnight Livestock Layover Rules
5. Notice: Open non-user seat on the Morgan County Airport Board; Accepting applications.
6. Notice: Open seat on the Weber Basin Water Conservancy District; Accepting applications.

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentations

(F) Action Items

1. **Lonnie Desmarais** – Discussion – Citizen Request
Discussion on drainage and speeding issues
2. **Bret Heiner** – Discussion/Decision – Morgan County Public Works Director
Discussion and approval of a backup generator for the Public Works building and another for the County Library.
3. **Bret Heiner** – Discussion/Decision – Morgan County Public Works Director
Discussion and decision on Phase II of the Fairgrounds Trail project.
4. **Lydia Hebdon, Morgan Recreation Director** – Discussion/Decision – Multi-Use Fields
Discussion and decision on applying for a permanent transfer of water shares for the well at the multi-use fields.

MORGAN COUNTY COMMISSION MEETING AGENDA

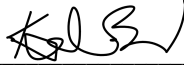
5. **Kate Becker, Morgan Administrative Manager** – Discussion/Decision – UOT COOP
Discussion and decision on a grant agreement within the Utah Cooperative Marketing Program through the State of Utah: Utah Office of Tourism. This is a matching grant and Morgan County would be committing 1:1 match funds from its tourism tax revenue.
Contract Number: 260632789
6. **Josh Cook, Planning & Development Director** – Discussion/Decision – Rollins Ranch
Rollins Ranch Development Agreement, Fifth Amendment: A request for a minor amendment to a street layout depicted within the conceptual development plan for the Rollins Ranch Development Agreement, which is identified by parcel number 00-0063-3521 and serial number 03-005-029 and is approximately located at 6113 N Hidden Valley Rd in unincorporated Morgan County.
7. **Josh Cook, Planning & Development Director** – Discussion/Decision – WPR Phase 6A
WPR Phase 6A Final Plat – A request for final plat approval of a subdivision of 36 lots, which is identified by parcel numbers 00-0093-1280, 00-0091-4038, 00-0002-6722, and 00-0001-1583 and serial numbers 12-004-008-01-1, 12-005-072-03-2, 12-005-071, and 12-004-009, and is approximately located at 5086 West Wasatch Peaks Road in unincorporated Morgan County.
8. **Kate Becker, Morgan Administrative Manager** – Discussion/Decision – Budget Adjustment
Discussion and decision on budget adjustment out of Non-Departmental: Services not Otherwise Classified, for one-time costs identified during the 2026 Budget hearings.
 - a. Indexing the scanned historical documents of the Morgan County Recorder's Office.
Request \$10,000
 - b. Mapping services from the State Tax Commission's PUMA software to Morgan County's Tax software for the use of the Assessor's Office.
Request \$5,000
 - c. The purchase of two replacement LUCAS batteries and four replacement LifePak batteries for the Morgan County Ambulance Department.
Request \$4,500
 - d. The outright purchase of two Sheriff's department fleet vehicles in lieu of leasing.
Request \$90,572
9. **Hon. Morgan County Commission** – Discussion/Decision – Support Contributions
Discussion and decision on disbursing support contributions as follows:
 - a. Children's Justice Center (care of Weber County Treasurer)
 - b. Morgan County Food Pantry
 - c. YCC: Family Crisis Center
10. **Kate Becker, Morgan Administrative Manager** – Discussion/Decision – Budget Adjustment
Discussion and decision on potentially paying off some vehicle leases.
11. **Hon. Morgan County Commission** – Discussion/Decision – UTIA Membership
Discussion and decision on membership with the Utah Tourism Industry Association
12. **Kate Becker, Morgan Administrative Manager** – Discussion/Decision – Fee Study
Discussion and decision on going out for RFP for Fee Study.
13. **Kate Becker, Morgan Administrative Manager** – Discussion/Decision – Interchange
UDOT's response to request to leave exit 92 eastbound open after the I-84 Mountain Green Interchange.

MORGAN COUNTY COMMISSION MEETING AGENDA

(G) Commissioner Comments

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

The undersigned does hereby certify that the above notice and agenda were posted as required by law the 12th day of September 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.



LEWIS | ROBERTSON | BURNINGHAM



MORGAN COUNTY, UTAH

SEPTEMBER
2025

PRELIMINARY FEASIBILITY STUDY FOR THE PROPOSED INCORPORATION OF NINE SPRINGS

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS

FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

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DEFINITIONS

AAGR:	Annual Average Growth Rate
ACS:	American Community Survey
CIP:	Capital Improvement Plan
CY:	Calendar Year
FY:	Fiscal Year
GF:	General Fund
GPM:	Gallons per Minute
HU:	Housing Unit
HWC:	Highlands Water Company
LOS:	Level of Service
MGFPD:	Mountain Green Fire Protection District
MGSID:	Mountain Green Sewer Improvement District
MSF:	Municipal Service Fund
OLG:	Office of the Lieutenant Governor
PPH:	Persons per Household
SF:	Square Foot
UPC:	Utah Population Committee
WBWCD:	Weber Basin Water Conservancy District
WPR:	Wasatch Peaks Ranch
WUI:	Wildlife Urban Interface



SECTION 1: EXECUTIVE SUMMARY

LRB Public Finance Advisors (LRB) was retained by the Office of the Lieutenant Governor (OLG) to complete a preliminary feasibility study related to incorporation of an unincorporated area within Morgan County (the County) as outlined in Utah Code §10-2a-504. The purpose of the Executive Summary is to fulfill the requirements established in §10-2a-504(2)(c)(iii) which requires the feasibility consultant to submit a completed feasibility study, including a one-page summary of the results.

The purpose of this study is to compare the fiscal impact to the residents of Nine Springs (Town or Study Area) if the County continues to provide services through the General Fund (GF) or if a newly incorporated Town provides services at a similar quality and level of service (LOS). Assuming the Town incorporates, the results show the **five-year average revenue margin is at 27.1 percent, allowing the incorporation process to proceed.**

TABLE 1.1: FISCAL IMPACT TO STUDY AREA SUMMARY

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	AVERAGE
Total Revenue	\$59,908	\$595,708	\$961,133	\$1,160,473	\$1,690,180	\$893,480
Total Expense	\$157,930	\$421,687	\$757,988	\$861,021	\$1,057,523	\$651,230
NET REVENUE (EXPENSE)	(\$98,022)	\$174,021	\$203,144	\$299,452	\$632,657	\$242,251
Revenue Margin						27.1%

In year one, an additional Nine Springs rate is necessary to provide sufficient funding for the Study Area. The tax impact within the Study Area is estimated at \$1,775 for a primary residence valued at \$750,000 in year one.

TABLE 1.2: TAX IMPACT TO STUDY AREA SUMMARY

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
EQUIVALENT MSF COUNTY RATE	0.000000	0.000000	0.000000	0.000000	0.000000
Additional Levy to Balance Budget	0.004302	0.000000	0.000000	0.000000	0.000000
TOTAL TOWN RATE (COUNTY & TOWN LEVY)	0.004302	0.000000	0.000000	0.000000	0.000000
NET IMPACT ON MEDIAN HOME (\$750K)	\$1,775	\$0	\$0	\$0	\$0

Property taxes are not included as Morgan County does not charge a separate municipal services tax rate. As a result, the County will not experience any impact in revenues from property taxes. In the event of incorporation, the County would likely experience:

- A **revenue loss** for municipal services (modeled as the projected revenue for the Town) and
- A **revenue gain** through both the Sheriff's Department and elections

It is probable that the County's GF will experience other decreases in expenses following the incorporation of the Town. Furthermore, the County would receive additional property tax revenues to the GF from the proposed residential and commercial development in the Study Area.

TABLE 1.3: COUNTY-PROVIDED SERVICES TAX IMPACT SUMMARY

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
NET REVENUE (LOSS)	(\$54,440)	(\$568,025)	(\$906,463)	(\$1,100,948)	(\$1,615,843)
Tax Impact from Lost Revenue	0.000020	0.000198	0.000306	0.000361	0.000515
Estimated Impact on Median Home (\$750K)	\$8	\$82	\$126	\$149	\$212



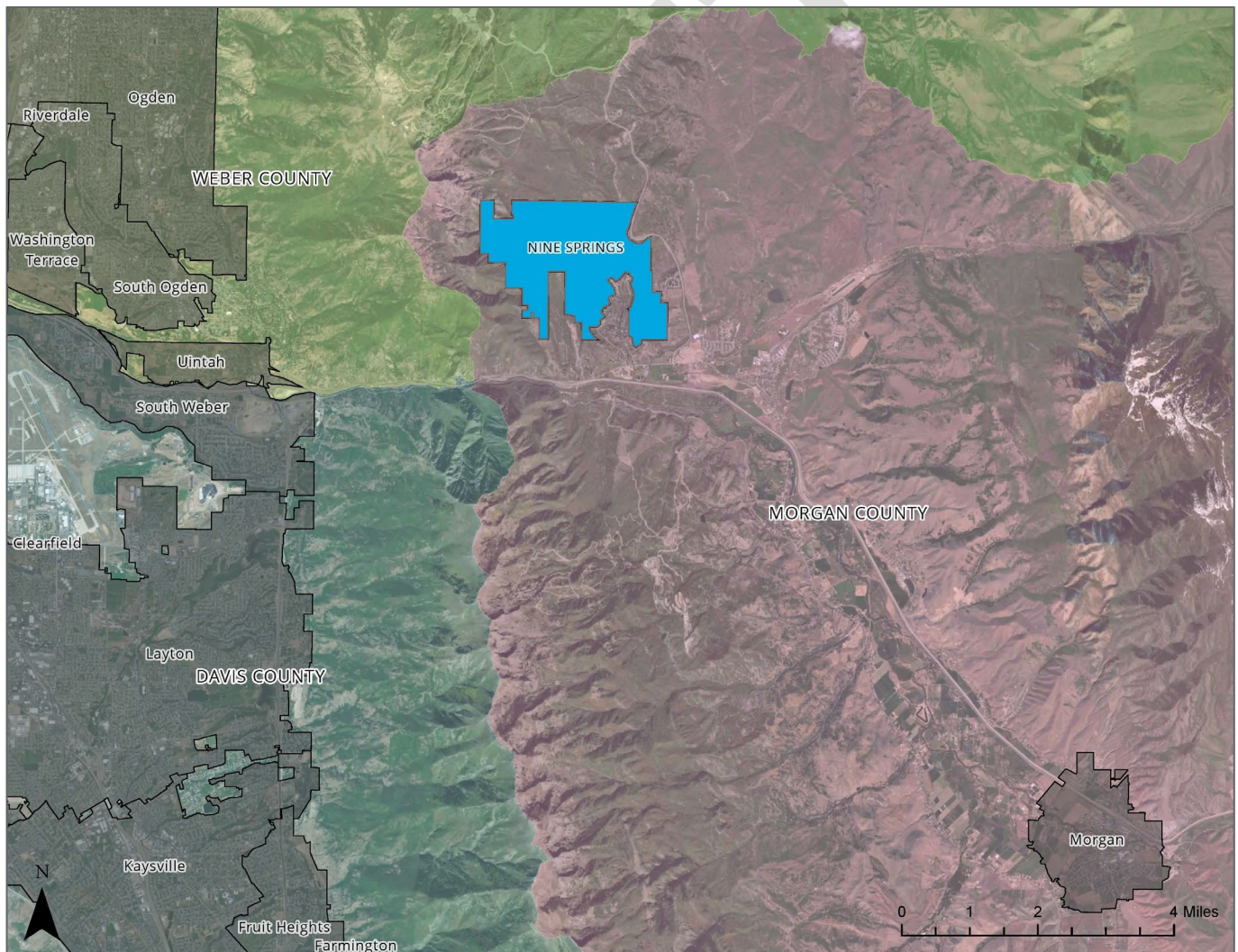
SECTION 2: POPULATION & POPULATION DENSITY

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include

an analysis of the likely population and population density within the proposed preliminary municipality area when all phases of the map or plat for the proposed preliminary municipality area are completed; and the population and population density of the area surrounding the proposed preliminary municipality area on the day on which the feasibility request was submitted.

The preliminary incorporation boundary for the Study Area is illustrated in **Figure 2.1** and includes unincorporated areas of Morgan County known as the Nine Springs.

FIGURE 2.1: STUDY AREA BOUNDARY



POPULATION

There was no population in the proposed Study Area at the time the feasibility request was submitted. The total estimated population of Nine Springs upon phase completion is calculated at 7,570 persons as shown in **Table 2.1**. This was determined by the Utah Population Committee (UPC). The UPC's determination is provided in **Appendix B** of this report. The UPC assumes that single family home units are owner-occupied and other residential structures are renter-occupied. The UPC's methodology then assumes 99% occupancy for owner-occupied units and 97% occupancy for renter-occupied units. The projected occupied units are then multiplied by Morgan County's persons per occupied housing unit (HU) of 3.43¹. **Section 2** of this report provides further details on population projections for the proposed Study Area, including an adjustment for primary and secondary homes.

TABLE 2.1: NINE SPRINGS POPULATION ESTIMATE UPON PHASE COMPLETION

PHASE	POPULATION ESTIMATED
Phase 1	846
Phase 2	795
Phase 3	2,264
Phase 4	1,009
Phase 5	1,951
Phase 6	233
Phase 7	306
Phase 8	166
Phase 9	-
Phase 10	-
TOTAL	7,570¹

Note 1 – Differs from UPC determination of 7,571 due to rounding.

Source: UPC

The feasibility request was received by the OLG on September 18, 2024. The proposed preliminary municipality area is entirely within Census Tract 9701.01. To determine this tract's 2024 population, the average annual growth rate (AAGR) from 2020–2023 was calculated at 2.4 percent. The AAGR was then applied to the most recently available American Community Survey (ACS) Census data (2023),² resulting in a 2024 population estimate for Census Tract 9701.01 of 6,617.

POPULATION DENSITY

UPC determined that the likely population density within the proposed preliminary municipality area when all phases of the plan are completed is 2,112 persons per square mile (see **Appendix B**).

The land area of Census Tract 9701.01 is 360.27 square miles, resulting in a population density of 18.37 persons per square mile.

¹ See Appendix B.

² See U.S. Census Bureau, American Community Survey 5-Year Estimates, Table DP05



SECTION 3: INITIAL & FIVE-YEAR PROJECTIONS OF DEMOGRAPHICS & TAX BASE

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include

an analysis of the following, determined as if, at the time of the analysis, the proposed preliminary municipality area is incorporated as a town with a population of 100 people; and, the initial and projected five-year demographics and tax base within the boundaries of the proposed preliminary municipality area and the surrounding area, including household size and income, commercial and industrial development, and public facilities.

DEMOGRAPHICS

POPULATION PROJECTIONS

Table 3.1 displays the projected population in the Study Area within the five-year horizon using the UPC's methodology and development proforma provided by the Sponsor (see **Appendix C**). The UPC assumes that single family home units are owner-occupied and other residential structures, including affordable housing units, are renter-occupied. The UPC's methodology then assumes 99% occupancy for owner-occupied units and 97% occupancy for renter-occupied units. The projected occupied units are then multiplied by Morgan County's persons per occupied HU of 3.43.

TABLE 3.1: PROJECTED FIVE-YEAR NINE SPRINGS POPULATION – UPC METHODOLOGY

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Owner-Occupied Units	35	45	55	65	85
Renter-Occupied Units	100	100	100	30	13
Affordable Housing Units	-	150	140	-	-
TOTAL RESIDENTIAL UNITS	135	295	295	95	98
Calculated Population	452	985	985	321	332
CUMULATIVE POPULATION	452	1,437	2,422	2,743	3,075

According to the Sponsor, the proposed population will consist of both primary and secondary homes. **Table 3.2** provides the assumptions utilized to account for residency adjustments.

TABLE 3.2: PRIMARY AND SECONDARY RESIDENCY ADJUSTMENTS

	% SECONDARY	% PRIMARY
Single Family (Owner-Occupied)	20%	80%
Multifamily/Condo (Renter-Occupied)	80%	20%
Affordable Housing Units	0%	100%

The table below illustrates the proposed residential development through the five-year horizon, accounting only for primary homes. In year five, the calculated population is estimated at 1,970.

TABLE 3.3: PROJECTED FIVE-YEAR NINE SPRINGS POPULATION - ADJUSTED FOR PRIMARY RESIDENCY ONLY

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Owner-Occupied Units	28	36	44	52	68
Renter-Occupied Units	20	20	20	6	3
Affordable Housing Units	-	150	140	-	-
TOTAL PRIMARY RESIDENTIAL UNITS	48	206	204	58	71



	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Calculated Population	162	688	682	197	241
CUMULATIVE POPULATION	162	850	1,532	1,729	1,970

For purposes of calculating the surrounding area's initial and five-year projected population, the AAGR based on historic redistricting Census data from 2010 and 2020 was used. For Morgan City, the AAGR was one percent, while for unincorporated Morgan County, it was 3.6 percent. A reduced AAGR of one percent for unincorporated Morgan County was utilized to account for the proposed growth that will occur in Nine Springs. The AAGR was then applied to the most recent Census data (2024) and forward. The projected county population includes the combined populations of Morgan City, unincorporated Morgan County, and Nine Springs. The initial and five-year demographic projections are illustrated in **Table 3.4**.

TABLE 3.4: MORGAN COUNTY INITIAL AND PROJECTED FIVE-YEAR POPULATION

	2025	2026	2027	2028	2029	2030
Morgan County	13,223	13,518	14,339	15,156	15,489	15,868
Morgan City	4,598	4,644	4,690	4,737	4,784	4,832
Unincorporated Morgan County	8,625	8,712	8,799	8,887	8,976	9,066
Nine Springs	NA	162	850	1,532	1,729	1,970

HOUSEHOLD SIZE

Utilizing the information above, the five-year projection of households can be found. The proposed Study Area anticipates 587 primary households by year five.

TABLE 3.5: PROJECTED FIVE-YEAR NINE SPRINGS HOUSEHOLDS - ADJUSTED FOR RESIDENCY

	2026	2027	2028	2029	2030
Projected New Homes (See Table 3.3)	48	206	204	58	71
Projected Population (See Table 3.3)	162	850	1,532	1,729	1,970
Households	48	254	458	516	587
Persons per Household	3.38	3.35	3.34	3.35	3.36

The number of households for the surrounding area was estimated starting with 2024 occupied HUs as the base units. The AAGR—calculated using historic redistricting Census data—was then applied to the base units to estimate current units and the persons per household (PPH) for this analysis. For Morgan City, the AAGR was 0.6 percent, while for unincorporated Morgan County, it was three percent. A reduced AAGR of one percent for unincorporated Morgan County was utilized to account for the proposed growth that will occur in Nine Springs. The projected county population includes the combined populations of Morgan City, unincorporated Morgan County, and Nine Springs.

TABLE 3.6: INITIAL AND PROJECTED FIVE-YEAR CALCULATED PERSONS PER HOUSEHOLD

	2025		2026		2027		2028		2029		2030	
	HU	PPH	HU	PPH	HU	PPH	HU	PPH	HU	PPH	HU	PPH
Morgan County	3,959	3.34	4,039	3.35	4,267	3.36	4,494	3.37	4,584	3.38	4,686	3.39
Morgan	1,176	3.91	1,183	3.93	1,189	3.94	1,196	3.96	1,203	3.98	1,209	4.00
Unincorporated Morgan County	2,783	3.10	2,811	3.10	2,839	3.10	2,867	3.10	2,895	3.10	2,925	3.10
Nine Springs	NA	NA	48	3.38	254	3.35	458	3.34	516	3.35	587	3.36

Note: PPH figures are calculated based on total population and **occupied** housing units and thus differ from Census-reported average household sizes, which are based on total household population.



INCOME

Projected income was estimated starting with the most recent ACS data (2023) as the base units. The AAGR was calculated using ACS data from 2010 and 2020. For Morgan County, the ten-year AAGR was 3.7 percent, while for Morgan City, it was 2.7 percent. To determine the Study Area's median household income, LRB utilized Census tract-level data. Census Tract 9701.01's median household income is estimated at \$145,067 as of 2023. Income data for Census Tract 9701.01 earlier than 2020 is not available. As a result, **Table 3.7** applies a three percent growth rate to project future income in the tract.

TABLE 3.7: INITIAL AND PROJECTED FIVE-YEAR MEDIAN INCOME

	2025	2026	2027	2028	2029	2030
Morgan County	\$135,467	\$140,413	\$145,539	\$150,852	\$156,360	\$162,068
Morgan	\$120,291	\$123,510	\$126,816	\$130,210	\$133,694	\$137,272
Nine Springs	\$153,902	\$158,519	\$163,274	\$168,172	\$173,218	\$178,414

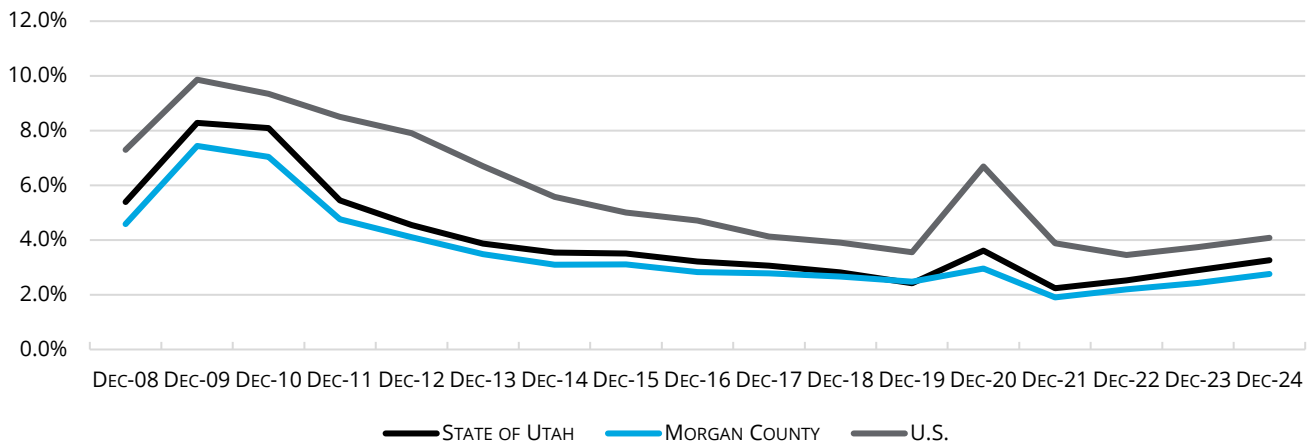
TAX BASE

The tax base of the region is important to consider in this incorporation study as growth in property values, taxable sales, and employment are valuable components when determining feasibility. The following paragraphs discuss the County's regional economy.

REGIONAL ECONOMY

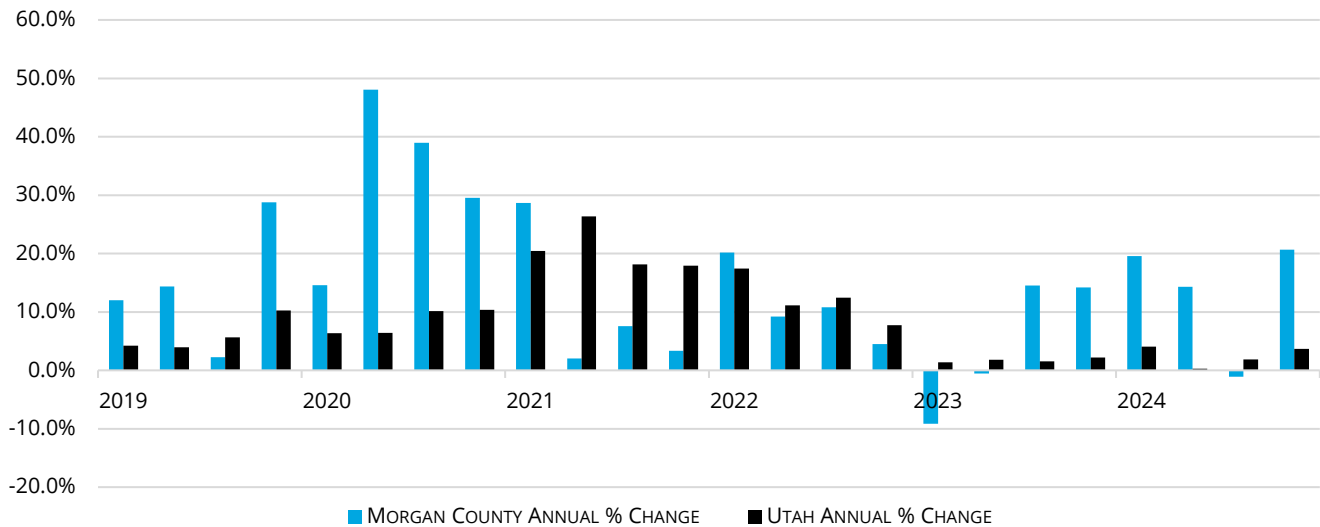
Morgan County is located in northeast Utah. The unemployment rate for the County averaged 2.5 percent in February 2025. Unemployment peaked in 2009 at an average of 7.4 percent (see **Figure 3.1**) according to seasonally adjusted data provided by the Utah Department of Workforce Services. Notable shifts in employment occurred between May 2017 and May 2018 as Morgan County experienced a 14.3 percent increase in non-farm jobs. More generally, from 2022 to 2023, the County experienced large increases in leisure and hospitality, trade, transportation and utilities, and government, with a total employment change of 3.9 percent. Over the same period, mining jobs declined by 34.2 percent, and education and health service jobs decreased by 5.8 percent.

FIGURE 3.1: HISTORIC MORGAN COUNTY SEASONALLY ADJUSTED UNEMPLOYMENT RATES



A comparison of quarterly taxable sales trends for the County and State illustrates the percent change from 2019 to 2024, as shown in **Figure 3.2**. Notable shifts occurred between 2019 and 2020 with Q2 experiencing an increase of 48.1 percent in taxable sales in the County.

FIGURE 3.2: COMPARISON OF QUARTERLY TAXABLE SALES TRENDS



Historic taxable value figures for Morgan County show an AAGR of 19.5 percent from 2020 through 2024. It is important to note that the values below include redevelopment agency values, which will be excluded in the projection of future taxable values.

TABLE 3.8: MORGAN COUNTY HISTORIC TAXABLE VALUE

	2020	2021	2022	2023	2024	5 Yr. AAGR
Real: Land	\$348,195,540	\$418,964,550	\$604,278,124	\$877,066,295	\$1,013,557,435	30.6%
Real: Buildings	\$733,582,791	\$824,198,692	\$1,042,002,824	\$1,301,744,549	\$1,455,441,779	18.7%
Personal	\$53,729,827	\$54,635,543	\$74,361,964	\$97,404,534	\$117,396,427	21.6%
Centrally Assessed	\$242,529,845	\$257,131,935	\$272,215,533	\$224,997,968	\$227,015,628	-1.6%
TOTAL	\$1,378,038,003	\$1,554,930,720	\$1,992,858,445	\$2,501,213,346	\$2,813,411,269	19.5%
Motor Vehicle	\$13,114,349	\$15,532,414	\$15,537,773	\$16,855,059	\$15,644,179	4.5%

Source: Utah State Tax Commission

COMMERCIAL AND INDUSTRIAL DEVELOPMENT

The Study Area is comprised of two parcels with a market value of \$36,292,507 and a taxable value of \$173,946. The Study Area represents 0.01 percent of the total County taxable value. While there is no commercial or industrial development within the Study Area, **Appendix A** includes map illustrations detailing the future development within the Study Area. Proposed development within the five-year horizon includes 95,000 square feet (SF) of retail and office space, 600 lodging rooms, and 30 yurts.

PROJECTIONS OF COUNTY TAX BASE

Morgan County does not have a separate Municipal Service Fund (MSF) accounting for the cost of services provided to the unincorporated areas of the County. As a result, this study analyzes the County's General Fund. Using Utah State Tax Commission data for Morgan County, projected taxable value estimates are shown below. **Table 3.10** details the current and projected values based on a three percent growth rate.

TABLE 3.9: HISTORIC MORGAN COUNTY TAXABLE VALUE

	2020	2021	2022	2023	2024
Certified Tax Rate Value	\$1,189,686,793	\$1,338,206,671	\$1,644,275,443	\$2,030,761,133	\$2,348,696,686

Source: Utah State Tax Commission

TABLE 3.10: INITIAL AND PROJECTED FIVE-YEAR MORGAN COUNTY TAXABLE VALUE

	2025	2026	2027	2028	2029	2030
Certified Tax Rate Value	\$2,707,784,327	\$2,789,017,857	\$2,872,688,393	\$2,958,869,044	\$3,047,635,116	\$3,139,064,169

Future sales tax growth projections are based on a general growth estimate of nine percent. Historic data from financial reports showed an AAGR of 9.9 percent from 2020–2024.

TABLE 3.11: HISTORIC MORGAN COUNTY SALES TAX REVENUE

	2020	2021	2022	2023	2024
GF Sales Tax Revenue	\$1,252,799	\$1,480,050	\$1,675,534	\$1,828,968	\$1,825,344

TABLE 3.12: INITIAL AND PROJECTED FIVE-YEAR MORGAN COUNTY SALES TAX REVENUE

	2025	2026	2027	2028	2029	2030
GF Sales Tax Revenue	\$2,066,313	\$2,252,281	\$2,454,986	\$2,675,935	\$2,916,769	\$3,179,278

PROJECTIONS OF STUDY AREA TAX BASE

Significant factors that will influence revenues within the Study Area include taxable assessed value and taxable sales. New growth calculations are based on the future construction provided in **Appendix C**. Assumptions regarding home values and price per SF are provided in **Table 3.13**. Based on the residency assumptions provided in **Table 3.2**, residential new growth is estimated based on the current ratio of primary residences, which receive a property tax reduction, and secondary residences, which do not receive a reduction.

TABLE 3.13: PROJECTED FIVE-YEAR STUDY AREA TAXABLE VALUE NEW GROWTH

	PROJECTED				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
RESIDENTIAL					
Multi-Family/Condos ¹	\$13,650,000	\$13,650,000	\$13,650,000	\$4,095,000	\$1,774,500
Single-Family (Medium Lots) ²	\$8,960,000	\$11,520,000	\$14,080,000	\$16,640,000	\$21,760,000
Affordable ³	\$0	\$20,625,000	\$19,250,000	\$0	\$0
Residential New Growth	\$22,610,000	\$45,795,000	\$46,980,000	\$20,735,000	\$23,534,500
COMMERCIAL					
Retail SF	-	37,500	17,500	17,500	22,500
Commercial New Growth⁴	\$0	\$9,375,000	\$4,375,000	\$4,375,000	\$5,625,000
LODGING					
Rooms/Yurts	-	300	30	-	300
Lodging New Growth⁵	\$0	\$150,000,000	\$15,000,000	\$0	\$150,000,000
TOTAL NEW GROWTH	\$22,610,000	\$205,170,000	\$66,355,000	\$25,110,000	\$179,159,500

Note 1: Assumes \$150,000 per unit.

Note 2: Assumes \$400,000 per unit.

Note 3: Assumes \$250,000 per unit.

Note 4: Assumes \$250 per commercial SF.

Note 5: Assumes \$500,000 per room.

Table 3.14 details the taxable value growth projections utilizing the new growth estimates above.



TABLE 3.14: PROJECTED FIVE-YEAR STUDY AREA TAXABLE VALUE

	PROJECTED				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Assessed Value	\$173,946	\$22,783,946	\$227,953,946	\$294,308,946	\$319,418,946
New Growth	\$22,610,000	\$205,170,000	\$66,355,000	\$25,110,000	\$179,159,500
TOTAL TAXABLE VALUE	\$22,783,946	\$227,953,946	\$294,308,946	\$319,418,946	\$498,578,446

Typically, growth in taxable value will result in increased property tax revenues and fund general government services. However, a property tax for the MSF is not levied, and new residents will continue to pay taxes to the County's GF if incorporation occurs.³ Thus, the economic base of the study area is principally a function of sales tax revenue.

Sales tax revenues are distributed based on two methodologies: 1) the ratio of population; and 2) point of sale, or the location of the sale. Total sales tax collections are distributed equally between these allocation strategies, with 50 percent assigned to point of sale and 50 percent to population. LRB assumed an AAGR of nine percent for both the population and point of sale projections. Population revenues are distributed to local entities based on the ratio of their population to the State's population. No population distribution is made for secondary homes. Retail point of sale revenue was calculated using estimated commercial square footage, while online point of sale revenue was calculated using sales tax data from Morgan County and E-Commerce figures from the US Census Bureau. The table below summarizes the total estimated sales tax revenue attributed to the Study Area. **Section 5** of this study discusses the population and point of sale methodologies further, and **Section 6** outlines the challenges presented by the data utilized to calculate sales tax revenues.

TABLE 3.15: PROJECTED FIVE-YEAR STUDY AREA ESTIMATED SALES TAX REVENUE

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Population Distribution	\$26,606	\$149,618	\$289,019	\$349,595	\$426,912
Point of Sale Distribution	\$3,128	\$313,280	\$429,383	\$528,534	\$913,283
TOTAL ESTIMATED SALES TAX	\$29,734	\$462,898	\$718,402	\$878,129	\$1,340,194

PUBLIC FACILITIES

There are presently no public facilities within the Study Area boundaries.

³ Section 7 includes an analysis of potential property tax revenues based on the proportion of unincorporated residents in the County, assuming some functions of the General Fund are dedicated to municipal-type services.

SECTION 4: INITIAL & FIVE-YEAR COST PROJECTIONS

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include

an analysis of the following, determined as if, at the time of the analysis, the proposed preliminary municipality area is incorporated as a town with a population of 100 people; and, subject to Subsection (3)(b), the initial and five-year projected cost of providing municipal services to the proposed preliminary municipality area, including administrative costs.

GENERAL METHODOLOGY

This section compares the costs to the residents of the Study Area if the County continues to provide services or if a newly incorporated Town provides services. Utah Code requires that the level and quality of governmental services be fairly and reasonably approximate between the two options.⁴ This analysis assumes that several municipal services provided by the County, Special Districts, and private companies will continue to be provided regardless of incorporation status. However, actual service provision will be governed by the newly incorporated municipal governing body.

LRB assumes the following services will be provided by the various entities without any impact from incorporation or non-incorporation:

- Culinary and Secondary Water: Highlands Water Company (HWC), Weber Basin Water Conservancy District (WBWCD)
- Sewer: Mountain Green Sewer Improvement District (MGSID)
- Fire: Mountain Green Fire Protection District (MGFPD)

The following services were assumed to be provided by the County through the General Fund or through the Town if incorporated:

- General Government Services (including administrative overhead and planning and zoning)
- Law Enforcement and Animal Control
- Roads

COUNTY COST ESTIMATES

Expenditures related to County services were calculated using calendar year (CY) budget reports detailing General Fund actuals from CY 2019–2023, estimated CY 2024 actuals, and CY 2025 budget estimates as well as recommendations from County staff. For the purposes of this analysis, the tables below combine the County's projected expenditures into the general categories specified in the financial report.

TABLE 4.1: COUNTY SCENARIO – HISTORIC AND INITIAL GF EXPENDITURES

	2020	2021	2022	2023	2024	2025
General Government	\$4,802,937	\$4,574,344	\$4,346,096	\$3,854,668	\$5,146,419	\$6,580,319
Public Safety	\$2,346,815	\$2,318,219	\$2,659,278	\$2,955,312	\$3,418,782	\$3,995,074
Public Health and Welfare	\$591,714	\$530,822	\$625,933	\$739,840	\$684,192	\$1,044,727

⁴ Utah Code 10-2a-205(4)(b)(i)



	2020	2021	2022	2023	2024	2025
Public Works	\$1,236,399	\$373,425	\$634,834	\$721,564	\$576,365	\$702,409
Parks, Recreation, and Culture	\$262,645	\$261,597	\$163,176	\$171,213	\$209,351	\$164,385
Fleet Management	\$315,403	\$467,787	\$346,134	\$707,583	\$616,421	\$771,669
Economic Development	\$73,093	\$183,213	\$266,528	\$0	\$0	\$0
Other Expenditures	\$360,669	\$259,982	\$643,281	\$265,271	\$275,669	\$232,422
Transfers Out	\$0	\$0	\$250,000	\$48,000	\$0	\$204,031
TOTAL	\$9,989,674	\$8,969,390	\$9,935,259	\$9,463,452	\$10,927,200	\$13,695,036

Between 2020 and 2024, the County's GF expenditures grew at an AAGR of 2.3 percent. The five-year projections are based on an analysis of the historic AAGR for each budget line item, which are then applied to account for inflation and anticipated growth.⁵ **Table 4.2** illustrates the County's estimated expenditures if they are fixed, meaning the General Fund expenditures will not be reduced and the County tax rate will remain the same if there is an incorporation.

TABLE 4.2: COUNTY SCENARIO – PROJECTED FIVE-YEAR GF EXPENDITURES

	2026	2027	2028	2029	2030
General Government	\$6,641,928	\$6,916,519	\$7,204,805	\$7,507,539	\$7,825,524
Public Safety	\$4,083,423	\$4,256,464	\$4,438,149	\$4,628,954	\$4,829,386
Public Health and Welfare	\$1,059,880	\$1,075,687	\$1,092,178	\$1,109,384	\$1,127,338
Public Works	\$736,189	\$771,652	\$808,880	\$847,963	\$888,995
Parks, Recreation, and Culture	\$165,675	\$167,024	\$168,433	\$169,907	\$171,448
Fleet Management	\$744,040	\$767,594	\$792,405	\$818,555	\$846,131
Economic Development	\$0	\$0	\$0	\$0	\$0
Other Expenditures	\$233,784	\$235,215	\$236,716	\$238,293	\$239,949
Transfers Out	\$0	\$0	\$0	\$0	\$0
TOTAL	\$13,664,920	\$14,190,154	\$14,741,566	\$15,320,596	\$15,928,771

STUDY AREA COST ESTIMATES (ASSUMING TOWN INCORPORATION)

Expenditures for the Study Area were calculated using the following methodologies in order to determine an acceptable level of service:

- Per capita expenditures within the General Fund applicable to unincorporated areas
- Per capita expenditures of comparable cities
- Expenditures per weighted mile of comparable cities
- Average total expenditures per mile based on County estimates

INCORPORATION COST

A one-time cost due to incorporation is included in the analysis for when the population of the Study Area is expected to reach over 99 people.⁶ **Table 3.3** shows the Town's population exceeding 99 people in year one. These expenses include the estimated election cost, startup and building costs, and the LRB contract cost.

To determine the estimated election cost for the Study Area, Morgan County estimated 2023 elections costs at \$1.85 per registered voter. LRB forecasted the cost per registered voter to increase by three percent each year. Utilizing 2024 County precinct data, the ratio of registered voters to the County's population as a whole was applied to the current and projected population of Nine Springs. It is assumed the election cost occurs every

⁵ §10-2a-504(3)(b)(iii)

⁶ §10-2a-510(1)



other year. LRB also analyzed potential start-up costs including the rent payment to utilize Highland Water Company's previous office. According to the company, the newly incorporated Town would pay between \$250 and \$750 per month. This study assumes monthly rent payments of \$500 per month. A one-time startup cost of \$25,000 is also included to account for additional legal fees, equipment, and other typical startup expenses.

GENERAL GOVERNMENT SERVICES

Morgan County does not have a separate MSF accounting for the cost of services provided to the unincorporated areas of the County. Without a separate MSF, the true cost of service provided to unincorporated areas in Morgan County is difficult to quantify. To meet the LOS requirement in Utah Code §10-2a-205(4)(b)(i), this study analyzes the general government services provided through the County's General Fund. Based on discussions with the County, general government services such as costs related to assessor, courthouse functions, and non-departmental activities were deemed County-level services and were removed to better isolate the services currently provided to unincorporated areas of the County. However, it is important to note that the remaining cost categories under general government may still be overstated, as they represent services that will still be provided to the Study Area if it incorporates.

A per capita rate removing assessor, courthouse functions, and non-departmental services was calculated to determine Morgan County's average general government cost. The average per capita general government expense for the County for CY 2025 is \$348. The per capita cost was increased by three percent each year then multiplied by the Study Area population to determine total general government cost for each year.

TABLE 4.3: GENERAL GOVERNMENT SERVICES INITIAL AND PROJECTED FIVE-YEAR COSTS

	INITIAL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
GF Government Services Cost per Capita ¹	\$348.44	\$358.89	\$369.66	\$380.75	\$392.17	\$403.94
Nine Springs Population	-	162	850	1,532	1,729	1,970
TOTAL GENERAL GOVERNMENT COSTS	\$0	\$58,141	\$314,211	\$583,309	\$678,067	\$795,758

* Budgetary line items determined to be one-time expenses or irrelevant to maintaining the present level of service were removed from the estimation of this expense.

LRB also gathered fiscal year (FY) 2025 budget information for communities with under 1,000 people to determine the average expense for general government services for smaller municipalities. As the Nine Springs population increases to 1,970 people at the end of the five-year period, budget data for municipalities with nearly or over 1,000 people was also gathered. The average per capita general government expense for municipalities under 1,000 people is \$571. By comparison, the average per capita general government expense for larger communities is \$318. As shown in **Table 4.4**, the cost per capita decreases as population increases to account for economies of scale. The average five-year general government cost calculated in **Table 4.4** is \$466,097, which is lower than the average five-year general government cost of \$485,897 calculated in **Table 4.3**. For purposes of this analysis, the higher general government cost is utilized.

TABLE 4.4: GENERAL GOVERNMENT SERVICES INITIAL AND PROJECTED FIVE-YEAR COSTS USING COMPARABLE COMMUNITIES

	INITIAL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Comps Government Services Cost per Capita ¹	\$570.87	\$508.07	\$452.18	\$402.44	\$358.18	\$318.78
Nine Springs Population	-	162	850	1,532	1,729	1,970
TOTAL GENERAL GOVERNMENT COSTS	\$0	\$82,308	\$384,357	\$616,545	\$619,285	\$627,989

Comparative communities with smaller populations include Bluff, Hanksville, Hatch, Huntsville, Manila, Rockville, Torrey, and Woodruff. Comparative communities with larger populations include Coalville, Elk Ridge, Henefer, Kamas, Morgan City, and Oakley.



PUBLIC SAFETY

According to input from County staff, a municipality of the size projected for the Study Area would likely need to contract for services with the Morgan County Sheriff's Office. Morgan, a nearby municipality, contracts the Sheriff's Office for service at a rate of \$132,330 per year, which covers one officer, one vehicle, and HR costs for 40 hours a week, or an annual maximum of 2,080 hours. To determine the potential law enforcement costs for the Study Area, the annual contracted hours were divided by the estimated 2025 Morgan population to determine an annual per capita count of hours.

For animal control, Morgan City's contract is \$9,370 per year. To determine animal control costs, the total contract was divided by the estimated 2025 Morgan population to determine an annual per capita multiplier. The law enforcement per capita count of hours and the animal control per capita multiplier were increased by three percent for each year then multiplied by the Study Area population in **Table 3.3**. The calculated public safety costs are displayed in **Table 4.5**.

TABLE 4.5: INITIAL AND PROJECTED FIVE-YEAR LAW ENFORCEMENT PER CAPITA COST ALLOCATION

	INITIAL	PROJECTED				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Public Safety Cost per Capita	\$64	\$66	\$67	\$70	\$72	\$74
Hours per Capita	0.45	0.45	0.45	0.45	0.45	0.45
Subtotal Law Enforcement	\$0	\$4,802	\$25,951	\$48,176	\$56,002	\$65,722
Animal Patrol Multiplier	2.04	2.04	2.04	2.04	2.04	2.04
Subtotal Animal Control	\$0	\$330	\$1,732	\$3,122	\$3,523	\$4,014
COMBINED PUBLIC SAFETY	\$0	\$5,132	\$27,683	\$51,297	\$59,525	\$69,736

ROADS

Table 4.6 illustrates the estimated road mileage that will be constructed according to the Sponsor. To quantify the financial impacts to the taxpayers of the proposed town, this analysis includes potential roads costs, assuming the Town constructs a total of nine road miles at the end of the five-year horizon.

TABLE 4.6: NINE SPRINGS PROJECTED FIVE-YEAR WEIGHTED MILEAGE

	PROJECTED				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Nine Springs Cumulative Mileage	2.00	4.00	6.00	6.00	9.00
UDOT Multiplier*	5	5	5	5	5
TOTAL WEIGHTED MILEAGE	10.00	20.00	30.00	30.00	45.00

*Based on Class B and C Roads Apportionment Formula (Utah Code 72-2-108)

LRB gathered 2025 budget information from Morgan County's Public Works/Engineering Department, as well as the Class B Roads Fund to determine the average cost per weighted mile for the County. Morgan County maintains 93.47 road miles, which is equivalent to 435.52 weighted miles based on the Class B and C Roads Apportionment Formula. The County's cost per weighted mile is estimated at \$3,478.

TABLE 4.7: MORGAN COUNTY ROAD COSTS OVERVIEW

	MAINTAINED MILEAGE (FY25)	WEIGHTED MILEAGE (FY25)*	ROADS – CLASS B EXPENSE (FY25)	PUBLIC WORKS & ENGINEERING EXPENSE (FY25)	TOTAL EXPENSE (FY25)	EXPENSE PER WEIGHTED MILE
Morgan County	93.47	435.52	\$812,250	\$702,409	\$1,514,659	\$3,478

*Based on Class B and C Roads Apportionment Formula (Utah Code 72-2-108). See UDOT B&C Road Fund Information, Mileage and Annual Summary Reports.

The figure calculated in **Table 4.7** is utilized to project potential road costs in **Table 4.8** and is extended to 2030 at a three percent annual growth rate and applied to the projected Study Area weighted mileage.

TABLE 4.8: NINE SPRINGS ROADS INITIAL AND PROJECTED FIVE-YEAR COSTS

		PROJECTED				
	INITIAL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Cost per Weighted Mile	\$3,478	\$3,582	\$3,690	\$3,800	\$3,914	\$4,032
Nine Springs Weighted Miles	-	10.00	20.00	30.00	30.00	45.00
TOTAL ESTIMATED ROADS COST	-	\$35,822	\$73,792	\$114,009	\$117,429	\$181,428

Utah Code states when calculating the projected municipal costs, this analysis must “assume the proposed preliminary municipality area will provide a level and quality of municipal services that fairly and reasonably approximate the level and quality of municipal services that are provided to the area surrounding the proposed preliminary municipality area at the time the feasibility consultant conducts the feasibility study.” To meet this requirement, the analysis assumes the Morgan County road expense per weighted mile as shown in **Table 4.7**.

Section 6 includes a discussion of risks related to roads costs. The County noted that the proposed Study Area could experience higher costs based on information from Wasatch Peaks Ranch (WPR) Road and Fire District, an independent local district that serves within the boundaries of a private mountain community located in Morgan County. However, property tax revenues and reduced general government expense could mitigate increased road expense. Actual road expenses will vary and be determined based on the contracts established by the newly incorporated town.

Table 4.9 summarizes the expenditures forecasted for the proposed Study Area. This scenario includes the applicable incorporation costs as outlined in Section §10-2a-510.

TABLE 4.9: NINE SPRINGS PROJECTED FIVE-YEAR EXPENDITURES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Incorporation Costs	\$58,836	\$6,000	\$9,372	\$6,000	\$10,600
General Government	\$58,141	\$314,211	\$583,309	\$678,067	\$795,758
Public Safety	\$5,132	\$27,683	\$51,297	\$59,525	\$69,736
Roads	\$35,822	\$73,792	\$114,009	\$117,429	\$181,428
TOTAL OPERATING EXPENSE	\$157,930	\$421,687	\$757,988	\$861,021	\$1,057,523

SECTION 5: INITIAL & FIVE-YEAR REVENUE PROJECTIONS

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include

an analysis of the following, determined as if, at the time of the analysis, the proposed preliminary municipality area is incorporated as a town with a population of 100 people; and, assuming the same tax categories and tax rates as imposed by the county and all other current service providers at the time during which the feasibility consultant prepares the feasibility study, the initial and five-year projected revenue for the proposed preliminary municipality area.

GENERAL METHODOLOGY

This section compares the revenues the County and Study Area are likely to generate. Similar to the expenditure projections, the revenues were calculated using CY financial reports detailing General Fund actuals from CY 2019 – 2023, estimated CY 2024 actuals, budget estimates for CY 2025, and recommendations from the County Clerk/Auditor. Additional allocation methodologies were utilized based on population, assessed value, and standard State allocation practices.

COUNTY REVENUES

The General Fund revenues were grouped into major categories from a budgeting perspective. Between 2020 and 2024, the County's GF revenue grew at an AAGR of 3.2 percent.

TABLE 5.1: COUNTY SCENARIO – HISTORIC AND INITIAL GF REVENUES

	2020	2021	2022	2023	2024	2025
Taxes	\$5,627,087	\$5,719,048	\$7,261,292	\$7,187,078	\$7,188,054	\$8,077,170
Licenses and Permits	\$460,998	\$603,940	\$649,960	\$1,291,033	\$2,092,330	\$3,192,657
Intergovernmental	\$2,461,752	\$1,087,062	\$3,107,443	\$889,723	\$880,820	\$845,909
Charges for Services	\$560,964	\$642,751	\$651,735	\$710,974	\$997,741	\$643,216
Fines and Forfeitures	\$154,431	\$168,317	\$134,056	\$190,895	\$250,696	\$202,500
Lease and Rental Revenue	\$87,312	\$47,602	\$35,861	\$73,609	\$78,292	\$2,500
Fair Revenue	\$1,000	\$121,520	\$165,130	\$0	\$0	\$0
Other Revenue	\$807,664	\$746,351	\$554,318	\$23,704	\$166,243	\$117,000
Interest Income	\$10,811	\$13,654	\$44,984	\$391,004	\$404,711	\$410,053
Contributions and Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Other Financing Sources	\$0	\$172,862	\$416,783	\$442,896	\$175,000	\$0
TOTAL	\$10,172,018	\$9,323,107	\$13,021,563	\$11,200,916	\$12,233,886	\$13,491,005

The projections illustrated in **Table 5.2** are based on an analysis of the historic AAGR for each budget item, as well as insight from County staff. Property tax revenues are tied to new growth at three percent. It is assumed an additional levy is not needed as revenue exceeds expense within the five-year horizon.

TABLE 5.2: COUNTY SCENARIO – PROJECTED FIVE-YEAR GF REVENUES

	2026	2027	2028	2029	2030
Taxes	\$8,416,234	\$8,776,603	\$9,159,921	\$9,567,975	\$10,002,700
Licenses and Permits	\$3,339,890	\$3,494,484	\$3,656,808	\$3,827,249	\$4,006,211
Intergovernmental	\$876,878	\$909,366	\$943,450	\$979,209	\$1,016,726
Charges for Services	\$658,413	\$674,190	\$690,570	\$707,578	\$725,240
Fines and Forfeitures	\$212,625	\$223,256	\$234,419	\$246,140	\$258,447
Lease and Rental Revenue	\$2,625	\$2,756	\$2,894	\$3,039	\$3,191



	2026	2027	2028	2029	2030
Fair Revenue	\$0	\$0	\$0	\$0	\$0
Other Revenue	\$122,850	\$128,993	\$135,442	\$142,214	\$149,325
Interest Income	\$430,556	\$452,083	\$474,688	\$498,422	\$523,343
Contributions and Transfers	\$0	\$0	\$0	\$0	\$0
Other Financing Sources	\$0	\$0	\$0	\$0	\$0
TOTAL	\$14,060,070	\$14,661,732	\$15,298,193	\$15,971,826	\$16,685,183

STUDY AREA REVENUES (ASSUMING TOWN INCORPORATION)

Revenues for the Study Area were calculated using the following methodologies:

- State Sales Tax allocation based on population and point of sale
- State Class C Road Fund allocation based on lane miles and population
- License and permit revenues based on estimated expenses
- Interest earnings based on cumulative fund balance

PROPERTY TAX

Property tax revenue is based on the assessed value of the Study Area and applying the projected County levy for municipal services. However, Morgan County does not have a separate MSF accounting for the cost of services provided to unincorporated county and new residents will continue to pay taxes to the County's GF if incorporation occurs. Therefore, property tax revenues are excluded. An analysis of potential property tax revenues is included in **Section 7** of this report.

SALES TAX

Sales tax revenues are distributed based on two methodologies: 1) the ratio of population; and 2) point of sale, or the location of the sale. Total sales tax collections are distributed equally between these allocation strategies, with 50 percent assigned to point of sale and 50 percent to population. Taxable sales have increased by an average of ten percent in the State from 2020 to 2024. Future sales tax growth projections are based on a general growth estimate of nine percent.

Population revenues are distributed to local entities based on the ratio of their population to the State's population. No population distribution is made for secondary homes. The State population distribution pool in **Table 5.3** represents an average between the applicable current and prior FY to estimate State's sale tax for the CY. The calculated average was then multiplied by 50 percent to distribute the total sales tax collections based on population.

TABLE 5.3: RATIO OF POPULATION DISTRIBUTION PROJECTED FIVE-YEAR REVENUES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
State Population Distribution Pool	595,151,584	648,715,227	707,099,597	770,738,561	840,105,031
Growth Rate	9.00%	9.00%	9.00%	9.00%	9.00%
State Population	3,623,803	3,685,436	3,748,117	3,811,864	3,876,695
Distributed per Capita	\$164.23	\$176.02	\$188.65	\$202.19	\$216.71
Study Area Estimated Population	162	850	1,532	1,729	1,970
POPULATION DISTRIBUTION	\$26,606	\$149,618	\$289,019	\$349,595	\$426,912

Source: Utah State Tax Commission



Point of sale revenues were calculated using estimated retail and hotel square footage based on the construction proforma provided in **Appendix C**. Retail point of sale revenues assumes a starting commercial sales per square footage figure of \$450. Hotel point of sale revenues assumes a nightly rate of \$500 per room with an occupancy adjustment of 60 percent. Online point of sale revenues is calculated using taxable sales revenue from Morgan County and are adjusted based on E-Commerce figures from the US Census Bureau. During the first quarter of 2025, E-Commerce sales accounted for 16.2 percent of total store and non-store sales.⁷ Average online sales are calculated at \$3,543 per capita for the County in 2025.

TABLE 5.4: POINT OF SALE DISTRIBUTION PROJECTED FIVE-YEAR REVENUES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
RETAIL					
Sales Tax per SF*	\$490.50	\$534.65	\$582.76	\$635.21	\$692.38
Total Cumulative Commercial SF	-	37,500	55,000	72,500	95,000
Subtotal Retail Sales	\$0	\$20,049,188	\$32,051,968	\$46,052,850	\$65,776,174
LODGING					
Room Rate per Night*	\$545.00	\$594.05	\$647.51	\$705.79	\$769.31
Daily Occupied Rooms (Annual)	-	65,700	72,270	72,270	137,970
Subtotal Lodging Sales	\$0	\$39,029,085	\$46,795,873	\$51,007,501	\$106,141,974
ONLINE					
Per Capita E-Commerce*	\$3,862	\$4,209	\$4,588	\$5,001	\$5,451
Nine Springs Population	162	850	1,532	1,729	1,970
Subtotal Online Sales	\$625,577	\$3,577,758	\$7,028,736	\$8,646,493	\$10,738,354
Point of Sale Allocation	0.50%	0.50%	0.50%	0.50%	0.50%
TOTAL POINT OF SALE REVENUE	\$3,128	\$313,280	\$429,383	\$528,534	\$913,283

* Figure is extended to future years at a nine percent growth rate.

Table 5.5 combines the revenue generated between the two allocation strategies, with 50 percent assigned to point of sale and 50 percent to population.

TABLE 5.5: TOTAL SALES TAX PROJECTED FIVE-YEAR REVENUES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Population Distribution (see Table 5.3)	\$26,606	\$149,618	\$289,019	\$349,595	\$426,912
Retail Point of Sale (see Table 5.4)	\$3,128	\$313,280	\$429,383	\$528,534	\$913,283
TOTAL ESTIMATED SALES TAX	\$29,734	\$462,898	\$718,402	\$878,129	\$1,340,194

CLASS C ROAD FUND

The Study Area revenue forecast includes Class C Road Funds that is allocated based upon a 50/50 split between weighted lane miles and population. The State's allocation methodology includes separate weightings for gravel roads and paved roads. This study assumes the Town constructs a total of nine road miles by the end of the five-year horizon.

TABLE 5.6: NINE SPRINGS PROJECTED FIVE-YEAR WEIGHTED MILEAGE

	PROJECTED				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Nine Springs Cumulative Mileage	2.00	4.00	6.00	6.00	9.00
UDOT Multiplier*	5	5	5	5	5
TOTAL WEIGHTED MILEAGE	10.00	20.00	30.00	30.00	45.00

*Based on Class B and C Roads Apportionment Formula (Utah Code 72-2-108)

⁷ US Census Bureau. (2025, August). Quarterly Retail E-Commerce Sales. Retrieved from <https://www.census.gov/retail/ecommerce.html>

Table 5.7 depicts the growth rate calculated and subsequently applied to forecast key variables (statewide total distribution pool, lane miles, weighted miles).

TABLE 5.7: CLASS B&C ROADS HISTORIC AAGR

	2020	2021	2022	2023	2024	2025 ¹	2020 – 2024 AAGR
Total Distribution Pool	177,562,815	194,764,526	203,134,579	216,853,217	225,525,092	239,417,328	6.16%
Lane Miles Pool	88,781,407	97,382,263	101,567,289	108,426,609	112,762,546	119,708,664	6.16%
Statewide Weighted Miles	122,842	124,521	125,318	126,997	127,549	128,753	0.94%

Note 1: Estimated using 2020 – 2024 AAGR.

Source: UDOT B&C Road Fund Information, Mileage and Annual Summary Reports

Utilizing **Table 5.6's** calculated weighted mileage for the Study Area and methodology delineated in Utah State Code, the Study Area's distribution can be calculated.

TABLE 5.8: CLASS B&C ROADS INITIAL AND PROJECTED FIVE-YEAR REVENUES

	PROJECTED				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Distribution Pool	254,165,320	269,821,781	286,442,672	304,087,401	322,819,038
Lane Miles Pool	127,082,660	134,910,890	143,221,336	152,043,701	161,409,519
Statewide Weighted Miles	129,969	131,196	132,435	133,686	134,949
Distribution Per Weighted Mile	948	1,028	1,081	1,137	1,196
Estimated Weighted Miles	10.00	20.00	30.00	30.00	45.00
Lane Mile Distribution	\$9,482	\$20,566	\$32,443	\$34,120	\$53,824
State Population	3,623,803	3,685,436	3,748,117	3,811,864	3,876,695
State Distribution per Capita	\$35.07	\$36.61	\$38.21	\$39.89	\$41.64
Study Area Population	162	850	1,532	1,729	1,970
Population Distribution	\$5,681	\$31,116	\$58,540	\$68,965	\$82,023
TOTAL STUDY AREA DISTRIBUTION	\$15,163	\$51,682	\$90,983	\$103,084	\$135,846

LICENSES & PERMITS

It is likely the Study Area will collect business licenses and building permit fees based on the planned development. Generally, business licenses and building permit fees are charged at a rate that is proportional to the costs to the incorporated Town to issue them. Licenses and permits revenue in this study are therefore tied directly to estimated costs for planning and zoning. Using the County's budget data from CY 2020 - 2024, the County's permit revenue is on average 85 percent of total planning and zoning expenses. **Table 5.9** isolates the planning and zoning costs from the total general government expense calculated in **Table 4.2** to determine the license and permit revenues and assumes the Study Area will recover 85 percent of the estimated costs in revenue.

TABLE 5.9: LICENSES & PERMITS PROJECTED FIVE-YEAR REVENUES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Planning & Zoning Cost	\$17,661	\$95,444	\$177,185	\$205,969	\$241,718
% of Revenue to Expense	85%	85%	85%	85%	85%
LICENSES & PERMITS REVENUE RECOVERED	\$15,012	\$81,128	\$150,607	\$175,073	\$205,461

INTEREST EARNINGS

Interest earnings are calculated based on a 1.50 percent interest rate on any fund balance carryover.

OTHER REVENUE CONSIDERATIONS

Additional types of revenue streams may be collected including property taxes, transient room taxes, grants, and weed control fees. These alternate revenue mechanisms will be explored in greater detail in **Section 7**.

Table 5.10 summarizes the revenues forecast for the proposed Study Area. This allows the proposed Town's fund balance to increase overtime and produce interest revenues.

TABLE 5.10: NINE SPRINGS PROJECTED FIVE-YEAR REVENUES

	PROJECTED				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Sales & Use Tax	\$29,734	\$462,898	\$718,402	\$878,129	\$1,340,194
Class C Roads	\$15,163	\$51,682	\$90,983	\$103,084	\$135,846
Licenses & Permits	\$15,012	\$81,128	\$150,607	\$175,073	\$205,461
Interest Earnings	\$0	\$0	\$1,140	\$4,187	\$8,679
TOTAL OPERATING REVENUES	\$59,908	\$595,708	\$961,133	\$1,160,473	\$1,690,180



SECTION 6: RISKS & OPPORTUNITIES

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include:

an analysis of the following, determined as if, at the time of the analysis, the proposed preliminary municipality area is incorporated as a town with a population of 100 people; and, the risks and opportunities that might affect the actual costs described in Subsection (3)(a)(ii)(B) or the revenues described in Subsection (3)(a)(ii)(C) of the proposed preliminary municipality area.

RISKS

Municipalities depend on a combination of revenues such as property taxes, sales taxes, franchise fees, and fees for service to provide necessary municipal services. The primary risk to incorporation is the lack of a property tax for municipal services, resulting in the reliance on sales tax revenue alone. Several variables influence sales tax revenues including new growth calculations based on future residential and commercial construction and general assumptions regarding home values and price per SF. This analysis does not include a market feasibility study to determine whether the proposed commercial square footage is supportable. The lack of a market feasibility analysis presents a certain risk in that the study assumes the planned development will occur upon incorporation. The financial feasibility of this study may be jeopardized if cost assumptions for home values and price per square foot are reduced. **Section 7** includes an analysis of property tax revenue based on a proportional tax rate assuming some functions of the General Fund are dedicated to municipal type services.

Additionally, without a separate MSF, the true cost of service provided to unincorporated areas in Morgan County is difficult to quantify. In **Section 4** of this report, a per capita rate removing assessor, courthouse functions, and non-departmental activities was calculated to determine the County's average general government cost. To better isolate the services currently provided to unincorporated areas of the County, "county-wide" services were removed from the general government cost. However, it is important to note that the remaining cost categories under general government may still be overstated, as they represent services that will still be provided to the Study Area if it incorporates.

County staff pointed to concern about the fiscal impacts of maintaining road infrastructure. The WPR Road and Fire District was created as an independent local district that serves within the WPR boundaries, a private mountain community located in Morgan County. WPR Road and Fire District's road operating expenditures for FY 2026 are approximately \$19,316 per weighted mile, which includes snow removal, repair and maintenance, and other operating costs. By comparison, the County's cost per weighted mile is estimated at \$3,478. Data on comparable communities (Elk Ridge, Huntsville, Kamas, Morgan City, and Oakley) were also gathered to determine a typical cost per weighted mile based upon location and geography. The average cost per weighted mile for FY 2025 was estimated at \$6,685, falling between the County and WPR Road and Fire District's average cost. To approximate the current level of service provided by the County to unincorporated areas, the Study calculates road costs using the County's estimate. Given the similar topography as WPR, the County noted that the proposed Study Area could experience similar costs, thus compromising the financial feasibility of this study. However, property tax revenues and reduced general government expense could mitigate increased road expense. Actual road expenses will vary and be determined based on the contracts established by the newly incorporated town.

Discussions with the proposed Study Area's water, wastewater, and fire service providers highlight the need for infrastructure if the proposed preliminary area develops. There are currently no wastewater collection lines



connecting to the proposed Study Area, and the construction of additional storage water tanks will likely be required to support the proposed development (see **Section 9**). MGSID has entered into agreements indicating expenses associated with connecting to the district's system, which may include a feasibility study, capital improvement projects (CIP) plan, and other developer improvements are the responsibility of the developer. The developers would likely enter into a similar agreement with MGSID and HWC. The impact on the water and wastewater systems resulting from development activity will occur regardless of incorporation.

MGFPD and the Sponsor have agreed that a fire station will need to be built when the proposed Study Area reaches 50 percent of buildout to meet the national standard for response times. MGFPD confirmed the fire apparatus required will be a ladder truck due to the proposed residential development. Depending on building type and water supply, several buildings in the proposed Study Area will likely be dependent on sprinkler systems, resulting in increased costs. The future station, apparatus, and other costs will be developer funded and subsequently operated by MGFPD. Staff also noted that the proposed preliminary municipality is located on the wildlife urban interface (WUI) zone. While developing on the WUI area does not affect the financial feasibility of the proposed Study Area, building code will default to national standards and regulations as a result.

This study does not contemplate costs related to future CIP, as capital improvements that are not currently being provided by the County through the GF are not included in the current LOS. Developing a detailed master plan is critical to understanding the nature and extent of future capital improvement needs. Should the Study Area incorporate, the Town could complete a master plan that identifies future CIP. These additional costs can be mitigated by grants, tax or rate increases, or impact fees.

As Nine Springs does not presently generate retail point of sale revenue, the fiscal sustainability of the Study Area is contingent upon proposed commercial and industrial development. In the event that this development does not transpire or proceeds at slower rates than modeled in this study, it is likely that total revenues would not offset total expenditures. Additionally, inflationary pressure will affect the Study Area, as well as the GF. The impact of inflation may be more pronounced within the Study Area.

OPPORTUNITIES

Opportunities in the Study Area post-incorporation may include self-governance, ability to develop public facilities, zoning and land-use authority, more local representation, and more direct control over the future of the area. Incorporation may increase local authority to meet the requests and needs of residents.

Specific goals related to population growth, economic growth and development, business licensing, and zoning policies could be addressed by the newly incorporated area. However, it is important to note that these elements may result in an increase in costs beyond what has been presented in this study.

SECTION 7: ANALYSIS OF NEW REVENUE SOURCES

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include:

an analysis of the following, determined as if, at the time of the analysis, the proposed preliminary municipality area is incorporated as a town with a population of 100 people; and, new revenue sources that may be available to the proposed preliminary municipality area that are not available before the area incorporates, including an analysis of the amount of revenues the proposed preliminary municipality area might obtain from those revenue sources.

PROPERTY TAX

Morgan County does not have a separate MSF accounting for the cost of services provided to unincorporated county. As a result, this study does not include property tax generation as a revenue source. To quantify potential revenues from property tax, LRB calculated revenue based on the proportion of unincorporated residents in the County assuming some functions of the General Fund are dedicated to municipal type services. The County's unincorporated population accounts for 65 percent of the total County population. Using this allocation methodology, the calculated proportionate tax rate is shown in **Table 7.1**.

TABLE 7.1: PROPORTIONATE COUNTY LEVY

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
County GF Levy	0.001467	0.001467	0.001467	0.001467	0.001467
Municipal Type Services Adjustment	65%	65%	65%	65%	65%
Proportionate County Levy	0.000954	0.000954	0.000954	0.000954	0.000954

Table 7.2 calculates the property tax revenue using the adjusted property tax levy and new growth calculations provided in **Table 3.13**, resulting in a larger revenue margin for the proposed Study Area.

TABLE 7.2: STUDY AREA TAXABLE VALUE PROJECTED FIVE-YEAR REVENUES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Assessed Value	\$173,946	\$22,783,946	\$227,953,946	\$294,308,946	\$319,418,946
New Growth	\$22,610,000	\$205,170,000	\$66,355,000	\$25,110,000	\$179,159,500
Total Taxable Value	\$22,783,946	\$227,953,946	\$294,308,946	\$319,418,946	\$498,578,446
Proportionate County Levy	0.000954	0.000954	0.000954	0.000954	0.000954
TOTAL TAX REVENUE	\$21,732	\$217,428	\$280,719	\$304,669	\$475,556

TRANSIENT ROOM TAX

Temporary lodging (i.e., hotel, motel, inn, tourist home, trailer court, or campground) used for less than thirty days are subject to both sales and transient room tax.⁸ To receive revenue from a transient room tax levy, Nine Springs may impose up to one percent tax on temporary lodging upon incorporation. Depending on whether some of the proposed commercial development in the Study Area will be comprised by temporary lodging, a transient room tax may be a new revenue source the Town could contemplate.

FRANCHISE TAX - MUNICIPAL ENERGY SALES AND USE TAX

Municipalities may adopt a tax on gas and electricity delivered within their jurisdiction. These taxes are collected by a seller and held in trust for the benefit of the locality imposing the tax.

⁸ Utah State Tax Commission. Transient Room Taxes. Retrieved from <https://tax.utah.gov/sales/transientroom>



DEBT FINANCING

Debt financing may be utilized to amortize larger capital costs over time, rather than addressing those costs in a shorter period. This does not introduce new revenues (interest and cost of issuance expenses add to the overall cost assumptions), but it does serve as a funding tool to allow for the construction of public facilities.

GRANTS

Most of the comparable cities included in the analysis receive grant monies, although it is uncertain which grants the Town would be eligible for.

IMPACT FEES

As mentioned in **Section 6**, the Town, if incorporation occurs, could begin to provide services (e.g., streets) and would be able to charge impact fees to new development. It is important to note that the Town cannot assess impact fees if the eligible categories are not serviced by the Town.

FEES FOR SERVICES

The newly incorporated area will have the ability to adopt necessary fees related to services provided. This study has followed the statutory requirement to maintain the same level of service currently provided to residents based on the expenditures and revenue sources utilized within the GF. However, the Town may be able to increase revenues by assessing specific fees for services. These may include transportation fees, recreation fees, disproportionate fees, and/or utility fees. It is important to note that these fees would be an additional cost to residents, beyond what is shown in the following sections. In the event of a revenue shortfall, the newly incorporated city can modify the building fee schedule and business license fee schedule to recoup the full cost needed for planning, engineering, zoning, and licensing expense related to these services.

SECTION 8: FISCAL IMPACTS & PROJECTED TAX BURDEN

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include:

an analysis of the following, determined as if, at the time of the analysis, the proposed preliminary municipality area is incorporated as a town with a population of 100 people: the projected tax burden per household of any new taxes that may be levied within the proposed preliminary municipality area within five years after incorporation as a town; and the fiscal impact of the proposed preliminary municipality area's incorporation as a town on unincorporated areas, other municipalities, special districts, special service districts, and other governmental entities in the county.

The purpose of this study is to project and compare the financial impact to new residents in Nine Springs if the County continues to provide services or if the newly incorporated Town provides services. This analysis assumes the proposed incorporation will only impact the County, as discussions with existing service providers confirmed services will continue to be provided regardless of the incorporation. The following section details the impact to the new residents in the Study Area, as well as to the County.

FISCAL IMPACTS & TAX BURDEN ON THE COUNTY

Property taxes are not included as Morgan County does not charge a separate municipal services tax rate. As a result, the County will not experience any impact in revenues from property taxes.

In the event of incorporation, the County would likely experience a loss of revenue, modeled here as the projected revenue for the Study Area. The net impact of the Town incorporation is a loss of \$568,025 in revenues in year two, as illustrated in **Table 8.1**. This represents lost revenue for municipal services, as well as revenues gained through the Sheriff's Department and elections.

TABLE 8.1: PROJECTED COUNTY-PROVIDED SERVICES TAX IMPACT SUMMARY

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Potential Lost Revenue	(\$59,908)	(\$595,708)	(\$961,133)	(\$1,160,473)	(\$1,690,180)
Contract Revenue	\$5,468	\$27,683	\$54,670	\$59,525	\$74,337
NET IMPACT TO COUNTY GF	(\$54,440)	(\$568,025)	(\$906,463)	(\$1,100,948)	(\$1,615,843)
Tax Impact from Lost Revenue	0.000020	0.000198	0.000306	0.000361	0.000515
Estimated Impact on Median Home (\$750K)	\$8	\$82	\$126	\$149	\$212

This potential lost revenue is based upon the development scenario considered within this study for an incorporated town. However, this development scenario would likely not transpire if the Study Area were to remain unincorporated. As a result, it is unlikely that any levy would need to be raised to the extent modeled here to account for lost revenue from the Study Area in the event of incorporation. It is possible that the newly incorporated town may contract for additional services with the County (e.g., engineering, planning, and building permitting), resulting in additional contract revenues flowing to the County. Furthermore, the County would receive additional property tax revenues to the GF from the proposed residential and commercial development in the Study Area.

FISCAL IMPACTS & TAX BURDEN ON THE STUDY AREA

The following section analyzes the fiscal impacts of a Town incorporation, with no tax rate modeled in years one through five. The findings result in an annual revenue margin at an average of 27.1 percent over the five-year window of this study, meeting the requirement outlined in Section §10-2a-504(4) to allow the process of



incorporation to proceed. A review of projected revenues to expenses illustrates a surplus beginning in year two, as incorporation costs and delayed development contribute to the escalated costs in the first year of incorporation.

TABLE 8.2: PROJECTED NINE SPRINGS FISCAL IMPACT

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	AVERAGE
REVENUES						
EQUIVALENT COUNTY MSF RATE	0.000000	0.000000	0.000000	0.000000	0.000000	
Property Tax	\$0	\$0	\$0	\$0	\$0	\$0
Sales & Use Tax	\$29,734	\$462,898	\$718,402	\$878,129	\$1,340,194	\$685,871
Class C Roads	\$15,163	\$51,682	\$90,983	\$103,084	\$135,846	\$79,352
Licenses & Permits	\$15,012	\$81,128	\$150,607	\$175,073	\$205,461	\$125,456
Interest Earnings	\$0	\$0	\$1,140	\$4,187	\$8,679	\$2,801
Total Revenues	\$59,908	\$595,708	\$961,133	\$1,160,473	\$1,690,180	\$893,480
EXPENDITURES						
Incorporation Costs	\$58,836	\$6,000	\$9,372	\$6,000	\$10,600	\$18,162
General Government	\$58,141	\$314,211	\$583,309	\$678,067	\$795,758	\$485,897
Law Enforcement	\$5,132	\$27,683	\$51,297	\$59,525	\$69,736	\$42,675
Roads	\$35,822	\$73,792	\$114,009	\$117,429	\$181,428	\$104,496
Total Expenditures	\$157,930	\$421,687	\$757,988	\$861,021	\$1,057,523	\$651,230
NET (REVENUE MINUS EXPENSE)	(\$98,022)	\$174,021	\$203,144	\$299,452	\$632,657	\$242,251
REVENUE (EXPENSE) MARGIN*						27.1%
*Margin calculated by dividing net revenue by total revenues.						

In year one, an additional Nine Springs rate is necessary to provide sufficient funding for the Study Area. The tax impact within the Study Area is estimated at \$1,775 for a primary residence valued at \$750,000 in year one. This represents an increase of \$1,775 above the projected County levy of \$0 given the County does not assess a separate MSF property tax. The difference between the County tax and the Town tax is the additional cost residents of the Study Area will pay to provide their own municipal services as an incorporated town.

TABLE 8.3: PROJECTED NINE SPRINGS TAX BURDEN

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
EQUIVALENT COUNTY MSF RATE	0.000000	0.000000	0.000000	0.000000	0.000000
Additional Levy to Balance Budget	0.004302	0.000000	0.000000	0.000000	0.000000
TOTAL TOWN RATE	0.004302	0.000000	0.000000	0.000000	0.000000
Estimated Certified Tax Value	\$22,783,946	\$227,953,946	\$294,308,946	\$319,418,946	\$498,578,446
Estimated Town Impact (Median Home \$750K)	\$1,777	\$0	\$0	\$0	\$0
MSF Baseline Impact (Median Home \$750K)	\$0	\$0	\$0	\$0	\$0
NET IMPACT	\$1,777	\$0	\$0	\$0	\$0

SECTION 9: WATER AVAILABILITY

Utah Code §10-2a-504(3) requires the preliminary feasibility study to include:

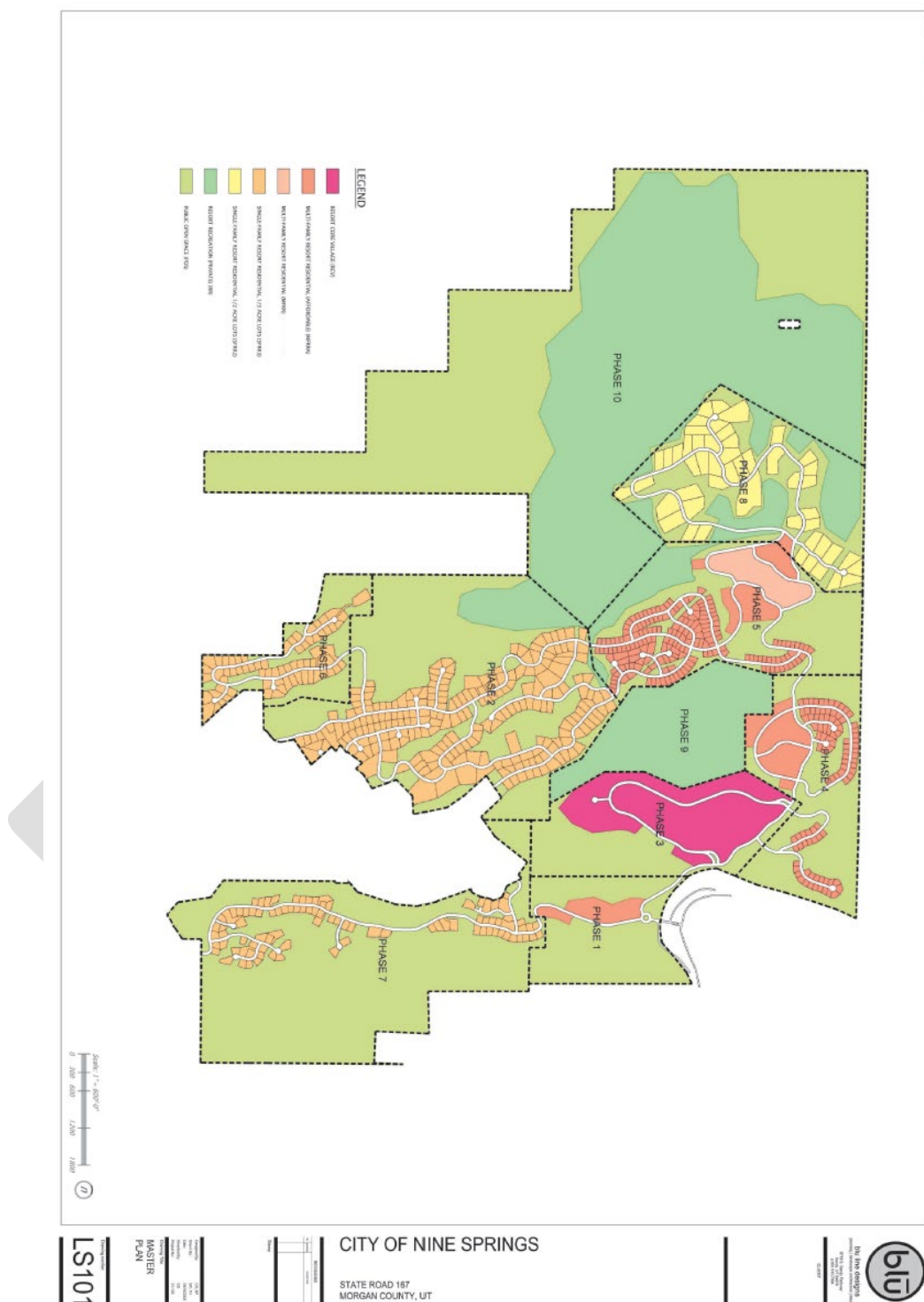
an analysis regarding whether sufficient water will be available to support the proposed preliminary municipality area when the development of the area is complete.

Highlands Water Company will serve as the water provider for the Study Area upon incorporation, with WBWCD serving the area from a water authority perspective. The company's water sources include two wells (Highlands Well #1 and Johnson Well #2) and Gordan Creek Springs. According to HWC's manager, drilling began on a new well on September 3, 2025, which is expected to produce between 1,000 and 2,000 gallons per minute (gpm). The company's existing storage capacity can support an additional 352 connections. Based on current water sources, storage, and water rights, the company believes it can meet the needs of the proposed preliminary municipality during the early stages of development, although the construction of additional storage tanks will likely be required, and it may be necessary to acquire supplemental water rights from the WBWCD. With the new well under construction, the company expects its source capacity will be sufficient to serve the entire development.

DRAFT



APPENDIX A: PHASE DEVELOPMENT MAP



APPENDIX B: UPC DETERMINATION

Memorandum



March 18, 2025

To: Jordan Schwanke, Office of the Lieutenant Governor
From: Eric Albers, Public Policy Analyst, Kem C. Gardner Policy Institute
CC: Mallory Bateman, Director of Demographic Research, Kem C. Gardner Policy Institute
Subject: Nine Springs Preliminary Municipal Feasibility Review

Introduction

This review follows the feasibility request for the preliminary municipality of Nine Springs, in Morgan County, Utah. This memo determines whether Nine Springs meets the population, density, and contiguity requirements for preliminary incorporation (defined in Utah Code 10-2a-503).

The Utah Population Committee (UPC) analysis indicates that Nine Springs meets the preliminary incorporation requirements.

Table 1: Initial Feasibility Requirements for Nine Springs Preliminary Incorporation

Criteria	Meets Criteria?	Requirement by Statute	Details
Population	Yes	Population must be equal to or greater than 100 when all phases of the plan are completed.	Population estimate upon plan completion: 7,571
Population Density	Yes	Density must be seven people per square mile or higher	Population density estimate upon plan completion: 2,112 persons per square mile.
Contiguity	Yes	Area is contiguous, does not have a strip of land connecting geographically separate areas	The proposed boundary covers a contiguous area

Population data source: U.S. Census Bureau, 2020 Census

Note: Requirements are summarized; Full statutory requirements are delineated in Utah Code 10-2a-502.



Table 2: Nine Springs Population Estimate

Phase	Population Estimate
1	846
2	795
3	2,264
4	1,009
5	1,951
6	233
7	306
8	166
9	-
10	-
Total	7,571

Methodology

Housing Unit Method

The UPC uses the housing unit method of estimation to determine the population of places seeking to incorporate. For preliminary municipal incorporations where the population of the defined area is zero, estimates of housing units are taken as given from the description of the preliminary municipality.

The method assumes that condo and multi-family units are are renter occupied, and single family units are owner occupied. The method assumes 99% occupancy for owner occupied units and 97% occupancy for renter occupied units. Occupied units are then multiplied by county-level persons per household (3.43 for Morgan County) from the 2020 census to determine household population.



APPENDIX C: DEVELOPMENT PROFORMA

Absorption - units	Total	1	2	3	4	5
Residential						
Multi-Family/Condo	343	100	100	100	30	13
Single Family Detached	285	35	45	55	65	85
Affordable Housing Units	290		150	140		
TOTAL Residential Units (not including hotel)	918	135	295	295	95	98
Cumulative Residential Units		135	430	725	820	918
Commercial						
Retail	95,000		37,500	17,500	17,500	22,500
Office sf	-			-		
Total Retail/Office SF	95,000	-	37,500	17,500	17,500	22,500
Cumulative Retail/Office SF						
Retail		-	37,500	55,000	72,500	95,000
Office		0	0	-	-	-
TOTAL Commercial SF (not incl. hotels)		-	37,500	55,000	72,500	95,000
Lodging						
Rooms per Year	600		300			300
Yurts	30			30		
Cumulative Rooms		-	300	330	330	630



APPENDIX D: STAKEHOLDER FEEDBACK

Section §10-2a-504(3)(c) outlines the stakeholders that were consulted and received the draft of the preliminary feasibility study on September 15, 2025, to review and provide comment to the draft. The following appendix includes feedback from x during the draft phase of the study. LRB's response to each item is in red.

(Pending)

DRAFT



EAGLE VISTA

MOUNTAIN GREEN, UT | SEPTEMBER 2025

CONCEPT PLAN

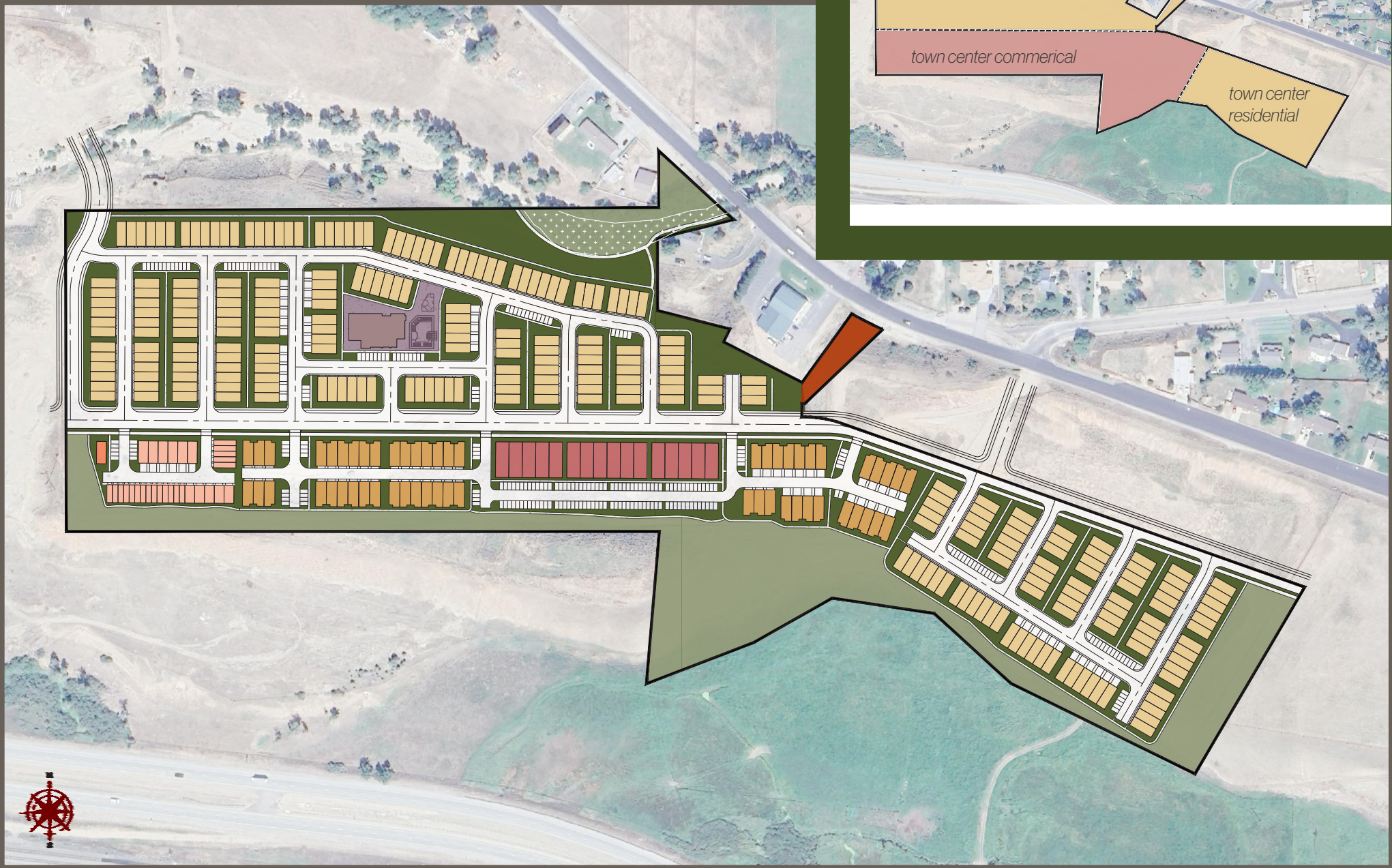
TOTAL ACREAGE	38.1 ACRES
COMMERCIAL ACREAGE	14.0 ACRES (37%)
RESIDENTIAL ACREAGE	24.1 ACRES (63%)
TOTAL RESIDENTIAL DENSITY	13.4 UNITS/ACRE

TOWNHOMES	<i>town center residential</i>
LIVE/WORK UNITS	<i>town center commerical</i>
HOBBY GARAGES	<i>town center commerical</i>
FLEX OFFICE/RETAIL	<i>town center commerical</i>
PRIMARY AMENITY AREA	
FIRE STATION EXPANSION	<i>potential</i>
COMMON OPEN SPACE	
NATIVE OPEN SPACE	
FLOOD ZONE	

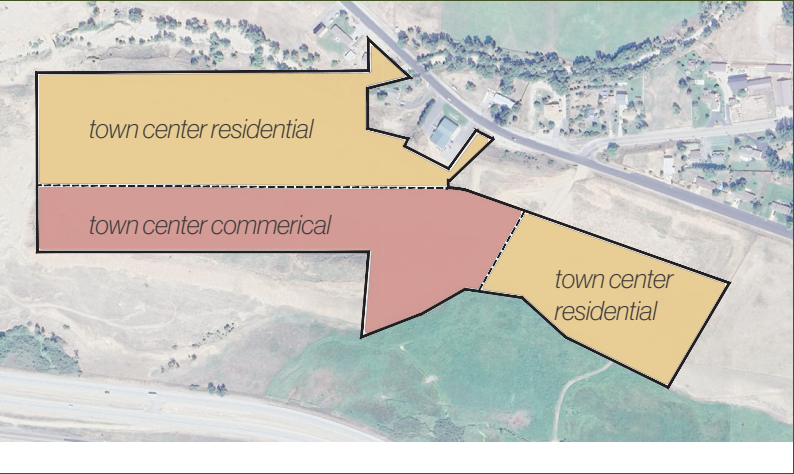
This 38-acre project proposes a mixed-use community that blends residential and commercial uses with consideration for open space, connectivity, and design quality. The site includes housing options designed to support a diverse and flexible residential fabric.

The development will also feature uses such as hobby garages and office or retail spaces, providing space for small businesses, home-based enterprises, or light commercial uses. Final commercial and residential products will be approved at preliminary plat.

A portion of the site may be dedicated for an expansion of the adjacent fire station. If not, it will remain part of the project and developed accordingly.



LAND USE



OPEN SPACE PLAN

TOTAL OPEN SPACE 14.4 ACRES

COMMON OPEN SPACE 8.2 ACRES

NATIVE OPEN SPACE 6.2 ACRES

FLOOD ZONE

PRIMARY AMENITY AREA

FIRE STATION EXPANSION *potential*

PEDESTRIAN CIRCULATION

PROPOSED PAVED TRAIL

Areas of steep slopes located within the site will be preserved as natural open space and excluded from development, though may incorporate soft-surface trails to connect the community to the natural surroundings. The project will include a revegetation and restoration effort. Native plantings and stabilization techniques will be used to blend the hillside back into the surrounding landscape, supporting long-term ecological function and visual continuity.

Additionally, the existing floodplain located on the site will be incorporated into the common open space system. Trails, landscaping, and low-impact uses within this area will be designed to maintain the ecological function of the floodplain while creating accessible community open space.

Project layout and amenities are subject to change and will be approved at preliminary plat.



PRODUCT ELEVATIONS

TOWNHOMES



LIVE/WORK UNITS

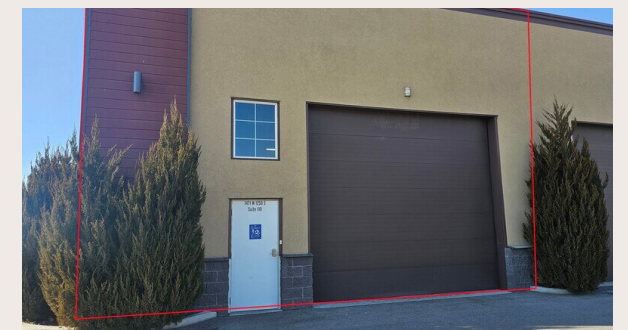


PRODUCT ELEVATIONS

HOBBY GARAGES



FLEX OFFICE/RETAIL



DESIGN GUIDELINES

PERMITTED USES

This development will conform to the permitted uses outlined in the Morgan County Town Center Zone, as established in §155.132 of the Land Use Code. In addition to those uses, the project will allow the following as permitted uses within the master plan area:

- a. Residential live/work units
- b. Outdoor storage
- c. Enclosed storage facilities

ARCHITECTURAL STANDARDS

The architectural character of the development will conform to the requirements outlined in the Morgan County Town Center Design Standards as of May 2025. All architectural styles, forms, and materials will comply with the established standards for building articulation, massing, fenestration, and entry orientation.

Final architectural details will be provided at final plat and will remain consistent with the intent and criteria established in the Town Center code.

LOT STANDARDS

	Town Center Commercial	Town Center Residential
minimum front setback	0'	10'
minimum rear setback	5'	3'
interior lot, minimum side setback	5'	n/a
corner lot, minimum side setback	5'	12'
minimum between buildings	n/a	12'
maximum building height	40'	35'
maximum stories	3	3

PARKING STANDARDS

Parking within the development is designed to support a walkable, mixed-use environment while meeting the functional needs of each land use type. All off-street parking shall comply with the following standards:

1. PARKING REQUIREMENTS

Use	Public & Guest Parking	Private Parking
Flex Office/Retail	1 stall per 400 sq ft of gross floor area (GFA)	n/a
Hobby Garages	1 stall per 4 units	n/a
Live/Work Units	1 guest stall per 4 units	2 stalls per unit
Townhomes	1 guest stall per 4 units	2 stalls per unit

- a. All standard parking stalls must measure a minimum of 9 feet by 18 feet.
- b. Accessible stalls shall conform to current ADA standards.
- c. Where feasible, on-street parking may be incorporated into street sections and counted toward guest or overflow requirements.
- d. Parking must be accessed via private driveways, not directly from public streets.
- e. All off-street parking areas shall be paved with asphalt, concrete, or approved binder material, and graded to manage stormwater per §155.369(F)(1).

DESIGN GUIDELINES

SIGNAGE STANDARDS

Signs shall be consistent with the architectural style, materials, and scale of the development and shall comply with the standards of this section and all applicable provisions of Morgan County Code §155.368.

1. GENERAL STANDARDS

- a. All signage must be architecturally compatible, using materials, colors, and proportions that complement building facades.
- b. Signage shall not dominate building facades or create visual clutter.
- c. Internally illuminated box signs, flashing, blinking, or animated signs, and signs made of vinyl, plastic, or low-grade metal are prohibited.

RESIDENTIAL SIGNAGE STANDARDS

Large community monuments will be allowed at the major entrances of the project. These major monument signs are not to exceed 106 square feet and shall have a maximum height limit of eight feet. All allowed freestanding signs shall have a setback of ten feet from any public right-of-way.

COMMERCIAL SIGNAGE STANDARDS

2. MONUMENT & FREESTANDING SIGNS

- a. **Monument signs** are permitted for commercial, mixed-use, or institutional uses.
 - Max height: 25 feet
 - Max area: 50 square feet
 - Must be constructed with durable materials that match or complement adjacent architecture.
 - Reader boards or electronic message centers may be allowed but may not exceed 50% of total sign area.
 - Placement must meet corner visibility and setback standards.
- b. **Freestanding signs** may be permitted for parcels with ≥ 1 acre and ≥ 100 ft of street frontage, subject to Planning Commission review.

3. WALL SIGNS

- a. Each business may have one primary wall sign per street-facing facade.
- b. Wall signs may not exceed 15% of the flat wall area.
- c. Signs must be mounted flat and may project no more than 18 inches from the wall.

4. DIRECTIONAL & WAYFINDING SIGNS

- a. Pedestrian and vehicular directional signs are permitted and do not require a permit if:
 - Max size: 4 square feet
 - Max height: 4 feet
 - Located entirely on private property and do not advertise products or services.

5. LIGHTING

- a. External illumination must be downcast, shielded, and focused only on the sign face.
- b. Internally illuminated signs must use channel lettering only — no exposed bulbs or light sources.
- c. No sign lighting may create glare or distraction for pedestrians or vehicles.

6. SIGN THEME & PERMIT PROCESS

- a. All permanent signage shall require a permit and comply with the sign design review process outlined in §155.368(J).
- b. Applicants must provide all submittal materials required by the County, including scaled drawings, materials, lighting details, and site relationships.

DESIGN GUIDELINES

AMENITIES

Amenities will be provided proportional to the number of residential units and will include a variety of features to serve a range of ages and lifestyles.

1. PRIMARY AMENITIES

Primary amenities will be located in an accessible, central location. These may include, but are not limited to:

- a. Swimming pool and hot tub
- b. Parks and green space
- c. Playground/Tot Lot
- d. Covered pavilion with picnic tables

2. SECONDARY AMENITIES

Secondary amenities will supplement primary features and may include:

- a. **8-foot-wide paved trails with benches** providing a continuation of community trail along the river as well as internal circulation.
- b. **Soft-surface trails** through revitalized native open space.
- c. **Landscaping & irrigation for all common areas**
- d. **Decorative monument signage at entrances**

All amenities will be maintained by a HOA. Amenities shall be completed in a timely manner to serve the needs of the residents as the Eagle Vista develops. Please see the Development Agreement for more information.

LANDSCAPING STANDARDS

Landscaping throughout the development shall support walkability, provide buffers between uses, and conserve water through xeriscape principles. Landscape plans shall be reviewed and approved by the Mountain Green planning staff prior to final site or subdivision approval.

1. GENERAL STANDARDS

- a. A minimum of 25% of all landscaped areas and 25% of all improved open space shall be xeriscaped using drought-tolerant and native plant species.
- b. At least 25% of all planting shall be evergreen species.
- c. Plant materials shall meet the following minimum size requirements: Deciduous trees shall be a two inch caliper minimum at time of planting. Evergreen trees shall be a minimum six feet in height at time of planting. Shrubs shall be a minimum of five-gallon container size.
- d. Landscaped areas shall have sufficient plant material to provide at least 50% living plant cover at the ground plane at plant maturity, excluding tree canopies. Park strips are excluded from this requirement.
- e. Turf shall be limited to active recreation areas or courtyards and prohibited in park strips, parking islands, on slopes greater than 25% (4:1 grade), or in areas narrower than eight feet at their narrowest point. Lawn areas should be free from obstructions (e.g., trees, signs, posts, valve boxes) where reasonably practicable.
- f. Certain special-purpose landscape areas (e.g. stormwater management areas) may receive exceptions from slope limitations and other landscaping requirements. Exceptions shall be reviewed through the preliminary plat process.
- g. In multi-family and mixed-use common area landscapes, lawn areas may not exceed 30% of the total landscaped area, outside of active recreation areas.
- h. Planting beds must have at least three to four inches depth of permeable mulch — such as river cobble, decorative gravel, or bark mulch — to control weeds and enhance landscape appearance. Black lava rock and white stone shall not be permitted.

DESIGN GUIDELINES

LANDSCAPING STANDARDS

- i. Landscaped areas shall be equipped with a smart irrigation controller that automatically adjusts the frequency and duration of irrigation events in response to changing weather conditions. All controllers must have automatic rain delay or rain shut-off capabilities.
- j. All irrigation systems must be suited to the designated plant material to maximize water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems must be equipped with a pressure regulator, filter, flush-end assembly, and any other necessary components.
- k. Each irrigation valve shall be designated for landscaping with similar site, slope, and soil conditions, and for plant materials with similar watering needs. Lawn and planting beds shall have separate irrigation valves, and drip emitters and sprinklers shall also be on separate irrigation valves.

2. TREE PLANTING REQUIREMENTS

- a. One shrub of five-gallon size shall be planted for every two dwelling units and one tree shall be planted for every two dwelling units. The coniferous trees shall be at least six feet in height and deciduous trees shall be at least two inches in caliper. Trees and shrubs may be planted:
 - Along streets and sidewalks (within park strips or setback areas)
 - Between buildings and along property lines
 - In parking lot islands and perimeter buffers
- b. Tree placement must meet corner visibility standards.
- c. Open space corridors shall include shade trees spaced at least every 200 feet, consistent with §155.270.

3. PARKING LOT LANDSCAPING

- a. Parking areas in commercial and multi-family zones shall include:
 - Perimeter plantings and buffer zones
 - Interior tree islands for shade and heat reduction
 - Xeriscape ground cover in all non-paved areas
- b. Parking areas shall be screened from streets and adjacent uses with landscaping or berms.
- c. Each parking island within parking lot or loading zones shall receive one canopy tree and a minimum of three shrubs.

4. FENCING & SCREENING

- a. Fences are permitted only along side and rear property lines.
- b. Fences shall not block pedestrian circulation or isolate sidewalks from front entries.
- c. Screening may include hedges, trees, low walls, or a combination of materials compatible with the building design.

5. MAINTENANCE

- a. Landscaping shall be maintained by the property owner or HOA.
- b. Dead or dying plant material shall be replaced in the next growing season.

resources:

For additional landscaping guidance and design inspiration, homeowners and developers are encouraged to explore the Localscapes website. Localscapes provides practical tips and examples for creating water-efficient, regionally appropriate landscapes that align with Mountain Green's landscaping goals. Visit localscapes.com for more information.

DESIGN GUIDELINES

COMMON OPEN SPACE

The common open space will conform to the Town Center Open Space Corridor Plan and will include the following key features:

- a. Sidewalks and trails will provide direct pedestrian connections to residential areas, parks, commercial nodes, and adjacent trail networks. All trails will be maintained by an HOA.
- b. Open space areas will be planted with native and drought-tolerant species. At least 25% of improved open space will be xeriscaped using low-water planting strategies.
- c. The open space system will be adaptable to site conditions and may include variations in layout or programming, subject to review and approval by the County.

PRIVATE OPEN SPACE

Private open spaces will be sized and designed to allow for basic outdoor use, such as seating, gardening, or small gatherings. While no universal minimum size is prescribed, all private open space will be usable and accessible, in accordance with Town Center Design Standards.

Housing types with direct access to large common open spaces (such as clustered townhomes around greenspace or courtyards) may be exempt from private open space requirements, as appropriate to the overall design intent.

NATURAL RESOURCE PROTECTION

The design of the development will incorporate and preserve significant natural features in accordance with the Town Center Design Standards. Elements such as steep slopes, floodplains, drainages, and native vegetation will be used to inform the layout of streets, open space, and building sites.

Natural features that are unsuitable for development will be preserved as part of the project's open space network, contributing to ecological function, visual quality, and passive recreation opportunities. These areas may include native open space, enhanced buffers, or trail corridors where appropriate and compatible with site conditions.

Site design will remain flexible to accommodate these natural constraints, including adjustments to block length, connectivity, and grading where necessary.

WHEN RECORDED RETURN TO:
BCP CAPITAL, LLC
Attn: Peter Evans
300 S 1350 E St. 2nd. Floor
Lehi, UT 84043

Affects Tax Parcel Nos.: 00-0003-3728, 00-0064-0208

DEVELOPMENT AGREEMENT
EAGLE VISTA

This Development Agreement ("Agreement") is entered into as of the ____ day of _____, 2025, by and between BCP CAPITAL, LLC, a Utah limited liability company ("Developer"), and Morgan County, a Utah political subdivision ("County"). Developer and the County are referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

A. Developer owns approximately 38.1 acres of land located in Morgan County, Utah, a legal description of which is attached as Exhibit A and incorporated herein by this reference ("Property"). Developer previously proposed to develop the Property under Town Center Zoning ("TC Zone").

B. Developer represents and warrants that it either (a) holds fee title ownership to the Property described in Exhibit A, or (b) has been duly authorized by the current fee title owner of the Property ("Owner") to enter into this Agreement and bind the Property to its terms. If Developer is not the record title owner, the Owner shall execute this Agreement or a separate written consent and joinder, in a form acceptable to the County Attorney, to be recorded concurrently with this Agreement.

C. The County has required the Developer to enter into this Agreement as a condition of approval for the Property's rezoning to the Town Center Zone. This Agreement and the associated approvals are consistent with the Morgan County General Plan ("General Plan"), Land Use Management Code ("Land Use Code"), and Town Center Design Standards.

D. The proposed development of the Property is designed to further the goals and objectives of the County, provide public benefits, and implement the long-range planning vision of the General Plan.

E. Developer and County enter into this Agreement to define certain standards, clarify expectations, and establish enforceable commitments associated with the development of the Property.

F. This Agreement is entered into pursuant to Utah Code Ann. §§ 17-27a-101 through 17-27a-1005.

MASTER DEVELOPMENT AGREEMENT

1. Zoning, Construction Drawings, and Plat Approval

- 1.1. Completion Assurances.** The County acknowledges that Developer shall only be required to provide Completion Assurances for public or private infrastructure within the Final Plat areas, pursuant to Utah Code Ann. § 17-27a-604.5, and Morgan County Land Use
- 1.2. Code § 8-12-37.** No third party, including lot purchasers, shall have any rights as third-party beneficiaries under any bond or Completion Assurance.
- 1.3. Building Permits.** Following recordation of Final Plat(s), the Developer may sell lots and apply for building permits in accordance with applicable law. The County shall issue building permits only after the required public infrastructure has been installed, inspected, and approved by the County Engineer.

2. Approved Use, Density, and Development Standards

- 2.1. Property Subject to Agreement.** The Property subject to this Agreement is legally described in Exhibit A. No additional property shall be added to this Agreement without a written amendment.

2.1.1. 2.1.1 Approved Use and Density

The Development is approved for a maximum of two hundred seventy-four (274) Townhomes, fifty-six (56) Live/Work Units, twenty-four (24) Hobby Garages, and sixteen (16) Flex Office/Retail spaces.

2.1.2.2.1.2 Short-Term Rentals

Short-term rentals—defined as nightly, transient, or other lodging accommodations for a period of fewer than thirty (30) consecutive days—are strictly prohibited within the legally recorded boundaries of the Development and shall not be permitted under any circumstances. This prohibition is in addition to, and not in lieu of, compliance with all applicable State, County, and City ordinances currently adopted and in effect.

- 2.1.2.1.1.1.1.** This restriction shall be expressly stated on all recorded plats, Covenants, Conditions, and Restrictions (“CCRs”), sales materials, and any other recorded instruments applicable to the Development. Any use of a unit in violation of this provision shall constitute a material breach of this Agreement and the CCRs, and may be enforced by the County and/or the Homeowners’ Association (HOA) through any lawful means,

2.1.3. Declaration and HOA. The Declaration shall be recorded prior to the sale or transfer of any lot, the Developer shall record a Declaration of Covenants, Conditions, and Restrictions ("Declaration"). The Declaration shall create a homeowners' association ("HOA") responsible for the maintenance of all private streets and Common Areas, including improved and unimproved open space.

3. Subdivision Amenities and Fire Department Dedication

3.1. Subdivision Amenities – Phasing Schedule

3.1.1. The Developer shall construct the following subdivision amenities as shown in Exhibit D and in accordance with the phasing schedule set forth below. All amenities shall be completed in a timely manner to serve the needs of the residents as the subdivision develops:

3.1.1.1. Swimming Pool and Hot Tub with Fencing and Safety Features.

To be completed no later than six (6) months following the issuance of Certificates of Occupancy for 50% of the approved dwelling units and concurrently with the clubhouse.

3.1.1.2. Parks and Green Space

To be completed within each phase of the subdivision prior to final acceptance of public improvements within that phase.

3.1.1.3. Tot Lot / Playground

To be completed no later than six (6) months following the issuance of Certificates of Occupancy for 50% of the approved dwelling units and concurrently with the clubhouse.

3.1.1.4. Covered Pavilion with Picnic Tables

To be completed no later than six (6) months following the issuance of Certificates of Occupancy for 50% of the approved dwelling units and concurrently with the clubhouse.

3.1.1.5. Landscaping and Irrigation for All Common Areas

To be completed within each phase of the subdivision prior to final acceptance of public improvements within that phase.

3.1.1.6. Trail Connections to Area Trail System

To be completed within each phase of the subdivision prior to final acceptance of public improvements within that phase.

3.1.1.7. Decorative Monument Signage at Entrances

To be installed prior to the issuance of the first Certificate of Occupancy or as otherwise approved by the County.

3.1.2. Amenities, as shown in Exhibit D, shall be built to County standards which are subject to permitting and plan approval. The Developer shall obtain all necessary permits, inspections, and approvals from the County and all applicable regulatory agencies prior to commencement of construction.

3.1.3. All subdivision amenities listed in Section 3.1 shall be fully completed no later than the issuance of the final Certificate of Occupancy for seventy-five percent (75%) of the total approved dwelling units within the Development.

3.1.4. Upon acceptance by the County, the amenities shall be maintained by the HOA. Developer shall maintain amenities until the HOA assumes responsibility.

3.2. Fire Department Dedication. Developer shall dedicate to Morgan County, or its designated fire protection provider, a parcel of property as described in Exhibit C of this agreement and as identified as Parcel "FD" on the Final Plat. The purpose of this dedication is to provide additional land for future expansion of fire and public safety facilities. The parcel shall be conveyed by special warranty deed, free and clear of all liens and encumbrances except for those easements approved by the County. Conveyance shall occur upon recordation of the Final Plat, or earlier if requested in writing by the County.

3.3. Open Space. Parcels identified as "Parcel A" on the Final Plat shall be preserved as open space and owned and maintained by the HOA once subdivision plat recordation occur. The County shall have no maintenance responsibility for any Common Area or Open Space located outside public rights-of-way.

3.4. Aviation Easement. The Final Plat includes an aviation easement in favor of Morgan County Airport for aircraft operations in airspace over the Property.

4. Homeowners' Association (HOA)

4.1. Establishment. Prior to the sale of any individual lot, the Developer shall establish a Homeowners' Association ("HOA") as a Utah nonprofit corporation and record a Declaration of Covenants, Conditions, and Restrictions ("Declaration") applicable to the Property. The Declaration shall assign the HOA responsibility for the ownership, operation, and maintenance of all Common Areas, including but not limited to private streets, parks, landscaped areas, trails, and subdivision amenities.

4.2. Responsibilities. The HOA shall be solely responsible for the following:

4.2.1. Operation, maintenance, repair, and replacement of all private streets, trails, and Common Areas, whether improved or unimproved, including amenities described in § 3.1.1.1 – 3.1.1.7.

4.2.2. Maintenance of open space parcels identified as “Parcel A” on the Final Plat;

4.3. Ongoing compliance with applicable County approvals, recorded plat notes, and the terms of this Agreement.

4.4. Developer Maintenance Prior to Turnover. Until turnover of the HOA occurs pursuant to § 4.4, the Developer shall be responsible for maintaining all Common Areas, private infrastructure, and amenities in good condition and in accordance with applicable County standards.

4.5. Turnover of Control. The Developer shall transfer control of the HOA to the lot owners no later than the earliest of the following:

4.5.1. Issuance of the final Certificate of Occupancy for the last dwelling unit in the development;

4.5.2. Completion and County acceptance of all subdivision amenities described in § 3.1.1.

4.5.3. Prior to turnover, the Developer shall submit documentation to the County confirming that all required public improvements and amenities have been completed and accepted in accordance with this Agreement. The County may, at its sole discretion, review the documentation and conduct inspections to verify compliance. This review shall be limited to confirming that Developer obligations to the County have been satisfied and shall not constitute an assumption of responsibility for internal HOA governance, finances, or future obligations.

4.5.4. Turnover shall include the delivery of the following to the HOA:

4.5.4.1. The recorded Declaration and any amendments;

4.5.4.2. All HOA financial accounts, books, and records;

4.5.4.3. Contracts for ongoing maintenance and services;

4.5.4.4. As-built plans and warranties for Common Area improvements;

4.5.4.5. A current reserve study or comparable long-term financial plan consistent with § 4.7; and

4.5.4.6. Initial reserve fund contributions as required under § 4.7.

4.5.5. The governing documents of the HOA shall include provisions:

- 4.5.5.1. Acknowledging the Developer's obligations under this Agreement; and
 - 4.5.5.2. Preserving the right of the HOA and individual lot owners to enforce those obligations against the Developer, including through legal and equitable remedies, notwithstanding the occurrence of turnover.
- 4.6. County's Limited Enforcement Rights. The County shall have the right, but not the obligation, to enforce the terms of this Agreement, including requirements for public-facing amenities and improvements. The County shall not be responsible for enforcing private covenants within the Declaration or resolving disputes among the HOA, its members, or the Developer. All maintenance, governance, and enforcement obligations under the Declaration shall remain the sole responsibility of the HOA and its members.
- 4.7. No County Maintenance Obligations. The County shall bear no responsibility for the maintenance, repair, or replacement of any Common Area, private street, or trail unless such improvements have been formally dedicated to and accepted by the County.
- 4.8. Reserve Fund Requirement. Prior to turnover under § 4.4.4, the Developer shall establish and fund a reserve account for the HOA in an amount not less than ten percent (10%) of the HOA's projected annual operating budget. This reserve fund shall be used exclusively for capital repair and replacement of improvements within Common Areas and subdivision amenities, including but not limited to the clubhouse, swimming pool, hot tub, playground, pavilion, private roads, trails, and landscaped or irrigated areas.
 - 4.8.1. The Declaration shall include provisions requiring the HOA to:
 - 4.8.1.1. Maintain the reserve fund as a dedicated account separate from operating funds;
 - 4.8.1.2. Fund the reserve through regular member assessments; and
 - 4.8.1.3. Conduct a reserve study or comparable financial review at least once every five (5) years to evaluate the adequacy of funding for future capital needs.
 - 4.8.2. The Developer shall provide, at or before turnover, documentation showing:
 - 4.8.2.1. The reserve fund balance;
 - 4.8.2.2. A summary of Common Area capital components;
 - 4.8.2.3. Any cost estimates or life expectancy projections used to determine the initial reserve amount.

4.8.3. The County shall not be responsible for monitoring, reviewing, or enforcing the adequacy of the reserve fund after turnover.

5. Vested Rights and Legislative Authority

- 5.1. Vested Rights. Subject to Sections 4.2, 7.1, and 7.3, Developer will have the vested right to develop and construct the Property in accordance with the applicable zoning, Conceptual Development Plan, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations (together, the "Land Use Laws") in existence and effective on the date of final approval of the Development Agreement (the "Vesting Date"), and applying the terms and conditions contained within this agreement.
- 5.2. Reserved Legislative Powers. Nothing in this Agreement will limit the County's future exercise of its police power in enacting generally applicable Land Use Laws after the Vesting Date. Notwithstanding the retained power of the County to enact such legislation under the police powers, such legislation will only be applied to modify the vested rights of Developer under this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property will be of general application to all development activity in the County; and, unless the County declares an emergency, Developer will be entitled to notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public policy exception to the vested rights doctrine. Developer acknowledges that the County cannot control changes in federal or state laws, rules and regulations that might affect a developer's right to develop property, including, without limitation, state and federal environmental laws.

6. Further Approvals

- 6.1. Subdivision, Plat Approval and Compliance with Design Conditions. Subject to Section 3.1, Developer expressly acknowledges and agrees that nothing in this Agreement will be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of the Final Plat as set forth in Section 1.1.
- 6.2. Timeliness. Where further approvals from the County are necessary, the County agrees to cooperate in promptly processing requests for such approvals.
- 6.3. **Site Plan Approvals for Multifamily and Commercial Areas**
- 6.3.1. All multifamily and commercial areas identified in the Conceptual Development Plan shall be subject to formal site plan review and approval by the County in accordance with applicable land use ordinances and the terms of this Development Agreement. The

Developer shall submit a detailed site plan for each multifamily or commercial development area prior to the issuance of any building permits related to such areas.

6.3.2. Each site plan submittal shall, at a minimum, include the following elements for County review and approval:

6.3.2.1. **Landscaping Plan:** Including plant species, coverage areas, irrigation systems, and screening methods to ensure visual buffering and compliance with landscaping standards.

6.3.2.2. **Exterior Lighting Plan:** Demonstrating compliance with applicable dark-sky and lighting standards, including fixture types, mounting heights, and light intensity.

6.3.2.3. **Parking Plan:** Showing off-street parking calculations and layouts in compliance with County Code, including ADA-compliant spaces, loading zones, and bicycle parking, where applicable.

6.3.2.4. **Building Elevations and Architectural Design:** Substantially consistent with the building concepts, materials, and aesthetics presented in this Agreement and associated Exhibits.

6.3.2.5. **Materials and Design Specifications:** Identification of building materials, color palettes, rooflines, architectural articulation, and façade treatments to ensure compatibility with surrounding development and adherence to County design standards.

6.3.3. Site plan approval shall be a condition precedent to the issuance of any building permits for multifamily or commercial structures.

6.3.4. Any material deviation from the approved Development Agreement or Conceptual Development Plan shall require a formal amendment to this Agreement or other approvals as required by County ordinance.

6.3.5. The County shall not unreasonably withhold, condition, or delay approval of site plans that conform to the requirements of this Agreement and applicable County ordinances.

7. Public Improvements, Assurance, and Warranty

7.1 Construction of Public Improvements. All public improvements within the Property shall be constructed and installed by the Developer, at the Developer's sole cost and expense, in accordance with the approved site plans, Final Plats (including approved construction drawings and specifications), this Agreement, and all applicable laws.

7.2 Inspection and Acceptance. Within thirty (30) days after completion of the public improvements, and at a time mutually agreed upon by the Parties, the County shall conduct an inspection (the "Inspection") to verify compliance with the approved plans and specifications. Within thirty (30) days after the Inspection, the County shall provide the Developer with either:

(a) written list of deficiencies requiring correction (the "Correction List"), or

(b) written acknowledgment that all improvements have been completed in compliance and are accepted by the County.

The County shall not unreasonably withhold, condition, or delay its approval and acceptance of improvements that meet the approved plans and specifications.

7.3 Improvement Completion Assurance. Before recording the plat or commencing development activity, the Developer shall either complete all required public improvements or provide Improvement Completion Assurance in an amount equal to 100% of the engineer-approved cost of the uninstalled improvements. Acceptable forms of completion assurance include, at minimum, surety bond, or cash/escrow, as approved by the County. The County shall allow partial releases of completion assurance no more than once every thirty (30) days as discrete portions of the improvements are completed and accepted. The County shall not require completion assurance for improvements already inspected and accepted, or for private, non-essential improvements.

7.4 Improvement Warranty. Upon the County's initial acceptance of the public improvements, the Developer shall execute an Improvement Warranty guaranteeing that the improvements comply with County standards and will remain free from material defects in workmanship or materials during the Improvement Warranty Period, defined as one (1) year after the date of acceptance, unless extended for good cause as permitted by law.

7.5 Warranty Security. As security for the Improvement Warranty, the Developer shall post warranty security in the form of a cash escrow, in an amount up to ten percent (10%) of the lesser of (a) the municipal engineer's original estimated cost of completion, or (b) the Developer's actual, reasonable cost of completion. The County may draw on the warranty security to correct defects if the Developer fails to cure them after notice and a reasonable opportunity to do so. Upon expiration of the Improvement Warranty Period, and correction of any identified defects, the County shall release the warranty security.

8. Terms and Miscellaneous Provisions

8.1. This Agreement shall remain in effect for twenty-five (25) years unless terminated or amended in writing.

8.2. Notwithstanding the expiration or termination of this Agreement for any reason, all obligations, duties, and responsibilities of the Developer under this Agreement shall remain binding upon and fully enforceable against the Developer and its successors and assigns until such obligations have been fully performed, satisfied, or otherwise discharged, as determined by the County in its sole discretion. This Agreement shall run with the land and may be enforced by the County pursuant to Utah Code § 17-27a-101 et seq., including but not limited to provisions authorizing enforcement of development agreements and the imposition of equitable remedies.

- 8.3. Developer acknowledges that County fees may increase in accordance with applicable law.
- 8.4. Construction standards for all portions of the development of the infrastructure for the Property will be guided by the conceptual development plan and design guidelines contained within this development agreement, and governed by the most current edition of the Land Use Code, the Utah State Building, Plumbing, Mechanical, Electrical Codes, current engineering standards and the International Building Code as enforced by the County as the primary governing agency, at the time of application for building permit. No part of this Agreement will be deemed to supersede these standards. Developer will be required to comply with all conditions necessary for the issuance of a building permit, including, without limitation, any bonding or guaranty requirements generally applied by the County.
- 8.5. Following the recording of any Final Plats associated with the enactment of this development agreement, and except to the extent otherwise expressly set forth in this agreement, Developer agrees to dedicate and convey to the County by special warranty deed or by plat dedication, at no cost to the County and free and clear of liens and encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the Parties (excluding any monetary liens or encumbrances), any areas designated on the Final Plat to be used as public roadways, and storm water detention basins.; However, all parks open to the general public, and amenities open to the general public, shall be owned and maintained by the Home Owners Association in order to assure use of the land consistent with the policies, goals, and objectives of the General Plan. All parcels to be dedicated or conveyed to the County pursuant to the terms of this Section will be conveyed at the time of recordation of each Final Plat per phase or at any earlier time agreed to by the Parties. Upon dedication, the County agrees to operate, maintain, repair and replace, as provided by law, all public infrastructure. All parks and trails shall be owned and maintained by the HOA and shall be subject to any existing or provided warranties. The County will not be required to maintain or remove snow from any private roadways, parks, and trails located on the Property.
- 8.6. In the event Developer desires to make minor changes to the Final Plat before it is recorded, plans, specifications, and construction drawings, which have been approved in accordance with the provisions of Section 1.1, following the commencement of the development of the Property in accordance with the provisions of this Agreement, Developer will submit such changes to the County staff for approval. So long as such changes are consistent with this Agreement and applicable law, the County Staff will approve of such changes. If the County Staff determines that such changes are inconsistent with the provisions of this Agreement, Developer must seek the approval of such changes from the County Planning Commission and the County Commission.

9. Assignment

- 9.1. This Agreement binds the successors and assigns of both Parties.
- 9.2. Developer may assign this Agreement with or without County consent but remains liable unless released by the County. An assignee must demonstrate capability to perform.
- 9.3. Lot sales and mortgages in the ordinary course of business do not constitute an assignment requiring County consent.

9.4. Assignees shall assume Developer's obligations and be substituted accordingly.

10. General Terms

- 10.1. This Agreement shall run with the land and be binding upon the Developer, its successors and assigns, and all future owners of the Property. This Agreement shall be recorded in the official records of the Morgan County Recorder's Office and shall encumber the Property described in Exhibit A.
- 10.2. If any part of this Agreement becomes unenforceable under law, it shall be amended as necessary, and the remainder shall remain in effect.
- 10.3. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions. The Parties shall cooperate in good faith to amend this Agreement as necessary to give effect to the original intent of the Parties to the extent permitted by law.
- 10.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any legal action arising out of this Agreement shall lie exclusively in the District Court for Morgan County, Utah.
- 10.5. Integration. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties.
- 10.6. Any notice required or permitted to be given under this Agreement shall be in writing and delivered by (a) personal delivery, (b) certified mail, return receipt requested, or (c) a nationally recognized overnight courier service, addressed as follows:

Developer:

BCP Capital, LLC Attn: Peter Evans
300 S 1350 E St, 2nd Floor
Lehi, UT 84043

Morgan County

Attn: County Attorney
48 W Young St, PO Box 886
Morgan, UT 84050-9000

Copy to:

Morgan County Clerk
48 W Young St,
PO Box 886
Morgan, UT 84050-9000

- 10.7. A Party shall be deemed in default under this Agreement if it materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving

written notice from the non-breaching Party. If the breach is not reasonably curable within thirty (30) days, the breaching Party shall not be deemed in default so long as it commences cure within the thirty-day period and diligently pursues such cure to completion in good faith. Nothing in this section shall limit the County's right to withhold permits, approvals, or acceptance of improvements as otherwise permitted by this Agreement or applicable law

10.8. Force Majeure. Performance delays due to uncontrollable events (e.g., natural disasters, labor strikes, regulatory delays) shall not constitute default.

10.9. Attorney's Fees. In any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action, including any appeal. This provision shall not apply to administrative land use proceedings or non-adversarial reviews conducted by the County in the ordinary course of development review.9.10 No Waiver. No failure or delay by either Party to enforce any term, condition, or provision of this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any other right or remedy. Any waiver must be in writing and signed by the waiving Party to be effective.

10.10. Amendment. This Agreement may be amended only by a written instrument executed by both Parties and approved by the Morgan County Commission in accordance with applicable law. No oral modifications shall be valid or enforceable.

DEVELOPER:

BCP Capital, LLC

COUNTY:

Morgan County

By: _____

By: _____

Name: Peter Evans

Name:

Title: Manager

Title:

Exhibit A

Legal Description of the Property

A PT OF THE N1/2SE1/4 & THE SW1/4NE1/4 OF SEC 25, T5N, R1E, SLB&M. BEG AT A PT
 WH BEARS S 00°06' E 2504.4 FT FRM THE N1/4 SEC COR STONE OF THE SD SEC 25, &
 RUN TH ALG THE S'LY SIDE OF THE STATE ROAD, U.S. 30-S; S 47°17' E 226.0 FT TO A PT
 ON THE S BANK OF COTTONWOOD CREEK; TH ALG SD BANK S 76°00' W 176.1 FT; TH S
 161.3 FT; TH S 75°40' E 160.0 FT; TH N 25°50' E (198 FT) TO THE STATE RD; TH ALG SD RD
 S 47°17' E 22.0 FT; TH ALG THE ARC OF A 05°45' CUR TO THE L 406.66 FT (THE RAD OF
 SD CUR IS 995.4 FT & THE TNGT IS 206.13 FT & THE CTRL ANG IS 23°23'); TH S 70°40' E
 1639.7 FT; TH ALG A 04°07' CUR TO THE RGT 613.0 FT TO THE RANGE LN; (DATA FOR
 FUL CUR; CTRL ANG 26°37' RGT; DEG 04°07' RAD 1392.7 FT; TNGT 329.43 FT; CUR
 LENGTH 646.56 FT); TH S ON SD RANGE LN 154.3 FT TO THE 40 ACRE COR; (SD 40 ACRE
 COR BEARS S 1347.0 FT FRM THE E1/4 COR OF SD SEC 25); TH S 89°57' W 1330.78 FT TO
 THE 40 AC COR; TH 5 COURS ALG THE MEADOW ABOUT 1 ROD DISTANT S'LY FRM
 THE FT OF THE SLOPE OF THE BENCH AS FOLS: N 63°40' W 613.0 FT; TH N 47°46' W
 231.8 FT; TH N 82°00' W 225.0 FT; TH S 59°00' W 172.5 FT; TH S 69°02' W 256.58 FT TO THE
 1/4 SEC LN; TH ALG SD LN N 00°06' W 330.0 FT; TH W 1330.73 FT TO THE 40 AC LN; TH
 ALG SD LN N 00°08' W 720.05 FT TO THE 1/4 SEC LN; TH ALG SD LN N 89°42' E 1331.16
 FT TO THE 1/4 SEC LN; TH ALG SD LN N 00°06' W 127.6 FT TO THE POB. LESS THE FOL
 DESC REAL PROP WH HAS BEEN SOLD & CONVEYED TO THE BOARD OF EDUCATION,
 MORGAN COUNTY SCHOOL DISTRICT: A PT OF THE SE1/4 OF SEC 25, T5N, R1E, SLB&M
 U.S. SUR. MORGAN COUNTY SCHOOL DISTRICT: BEG AT THE SE COR OF THE
 NE1/4SE1/4 SEC; SD PT IS S 1347.0 FT FRM THE E1/4 COR OF SD SEC 25, RUN TH S 89°57'
 W 1330.78 FT ALG THE 40 AC LN TO THE 40 AC COR; TH N 63°40' W 158.00 FT; TH N
 30°27' E 714.15 FT TO THE S LN OF THE STATE ROAD U.S. 30-S; TH 2 COUR ALG SD S LN
 AS FOLS: S 70°40' E 630.00 FT & E'LY ALG THE ARC OF A 1392.7 FT RAD CUR TO THE
 RGT 613.00 FT TO THE SEC LN; TH S 154.30 FT ALG THE SEC LN TO THE POB. ALSO:
 LESS THE FOL AMT SOLD: 165/841 (0.867 -GOING TO 03-005-034-03-02-NA); 171/123 (0.133
 AC. -GOING TO 03-005-034-03-03) LEAV 44.75 AC, M. OR L. ***NOTE: FROM ENTRY
 #58920 (74/551) FORWARD (198 FT) HAS BEEN OMITTED FROM THE DESC***

Exhibit B

Form of Guarantee Agreement

CASH ESCROW GUARANTEE AGREEMENT

Eagle Vista Villas – Morgan County

This Cash Escrow Guarantee Agreement (“Agreement”) is entered into as of the ____ day of _____, 2025, by and between Flagship Homes, a Utah limited liability company (“Developer”), and Morgan County, a Utah political subdivision (“County”). The Developer and the County may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Developer is developing a subdivision known as “EAGLE VISTA VILLAS Subdivision” (“Subdivision”) located in Morgan County, Utah, on property more particularly described in *Exhibit A* attached hereto (“Property”); and

WHEREAS, the County requires the completion of public improvements associated with the Subdivision, including but not limited to streets, utilities, storm drainage, sidewalks, landscaping, and other infrastructure improvements (collectively, the “Improvements”); and

WHEREAS, the Developer desires to provide a cash escrow in lieu of a performance bond or letter of credit as financial assurance for the completion of said Improvements; and

WHEREAS, the County agrees to accept such cash escrow as a guarantee for completion of the Improvements, subject to the terms of this Agreement.

AGREEMENT

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

1. Deposit of Escrow Funds

The Developer hereby deposits the sum of \$ _____ (“Escrow Funds”) with Morgan County to guarantee the full and timely completion of the Improvements, in accordance with approved construction drawings and applicable County standards.

2. Use of Escrow Funds

The Escrow Funds shall be held by the County in a non-interest-bearing account. In the event the Developer fails to complete the Improvements as required by the applicable development approvals, the County may, after giving written notice to the Developer, use all or any portion of the Escrow Funds to complete or cause the completion of the Improvements.

3. Term and Release of Funds

a. Upon satisfactory completion of the Improvements, as determined by the County Engineer and upon submission of all required documentation (including as-builts and lien waivers), the County shall release the Escrow Funds to the Developer, less any amounts used for repairs, corrections, or completion.

b. The County may retain up to ten percent (10%) of the Escrow Funds as a warranty guarantee for a period of one (1) year following acceptance of the Improvements.

4. Developer's Obligations

The Developer shall:

- Timely complete the Improvements in accordance with the approved plans and specifications.
- Comply with all applicable federal, state, and local laws and ordinances.
- Provide all required documentation as may be reasonably requested by the County to verify progress and completion.

5. Default

If the Developer fails to complete the Improvements by the agreed-upon deadline or fails to respond within thirty (30) days after written notice of deficiency by the County, the County may declare the Developer in default and proceed to complete the Improvements using the Escrow Funds.

6. Indemnification

The Developer agrees to indemnify and hold harmless the County and its officers, employees, and agents from any claims, losses, or damages arising out of or related to the Developer's performance or non-performance of the Improvements.

7. Miscellaneous

a. Entire Agreement: This Agreement contains the entire understanding between the Parties and supersedes all prior agreements or understandings.

b. Amendments: This Agreement may only be modified in writing signed by both Parties.

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

d. No Waiver: The failure of either Party to enforce any provision shall not be construed as a waiver of any rights.

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

DEVELOPER: FLAGSHIP HOMES, LLC

By: _____

Name:

Title:

MORGAN COUNTY

By: _____

Name:

Title:

Exhibit C

Insert Legal Description of Fire District Parcel Dedication

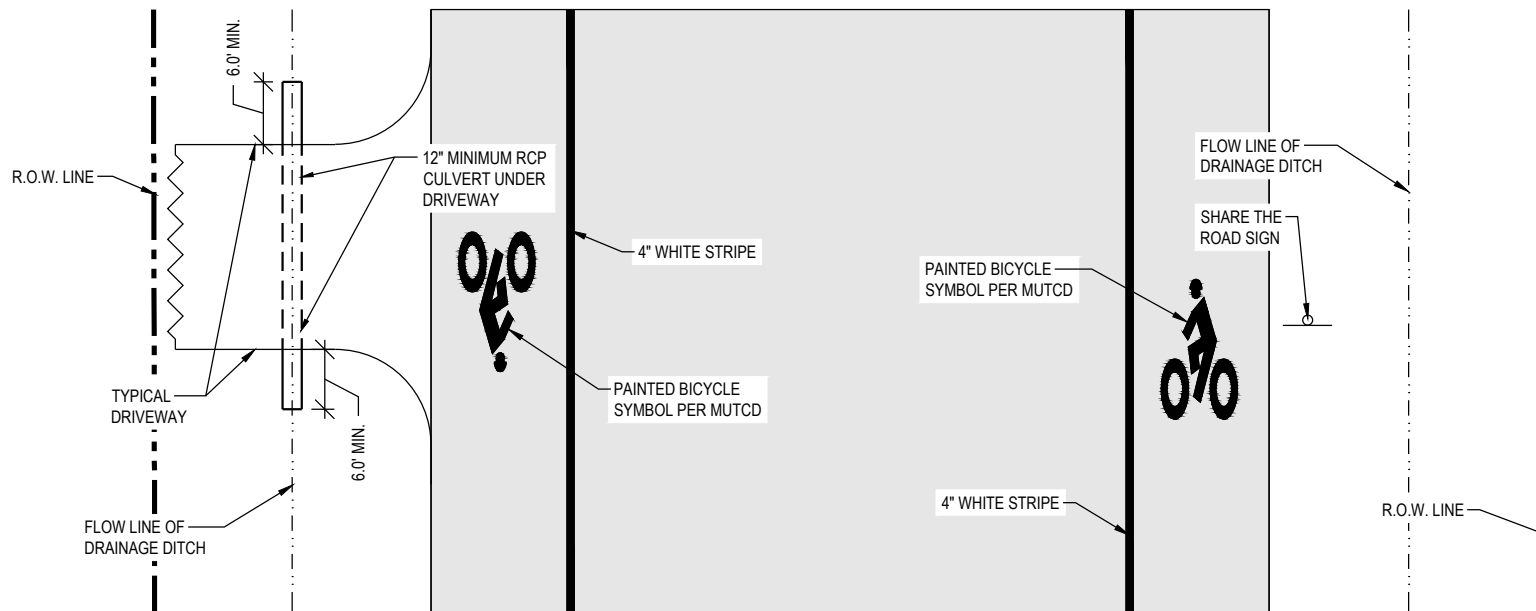
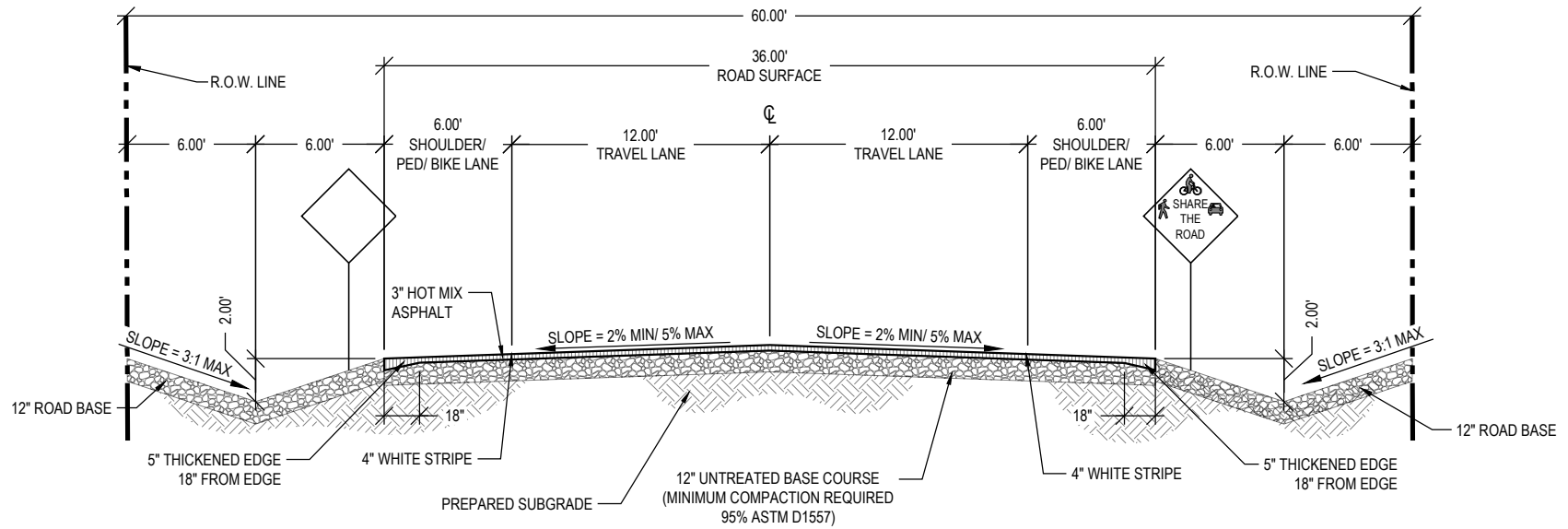


Exhibit D

Development Standards

Exhibit E

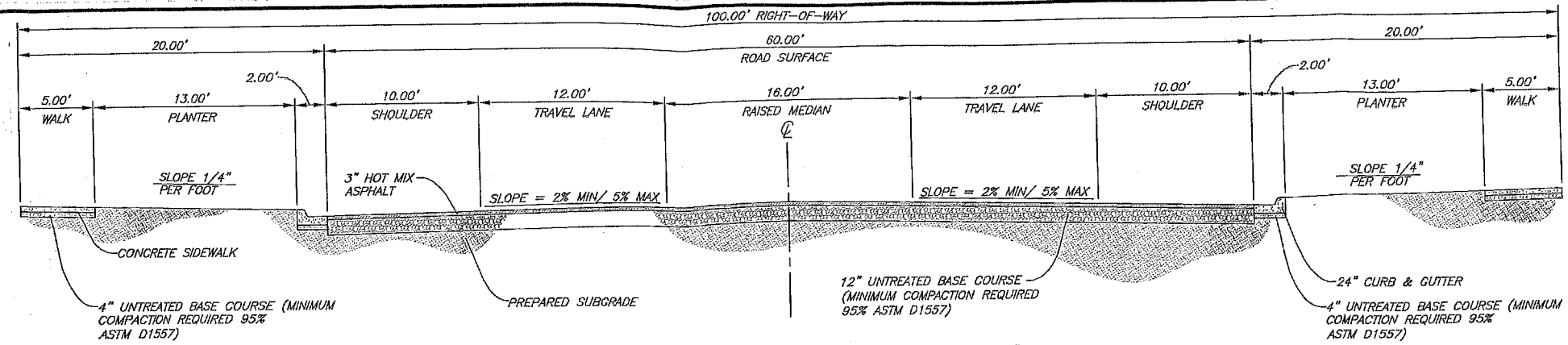
Roadway Standards



RURAL LOCAL ROAD (60' ROW) - 2 LANES

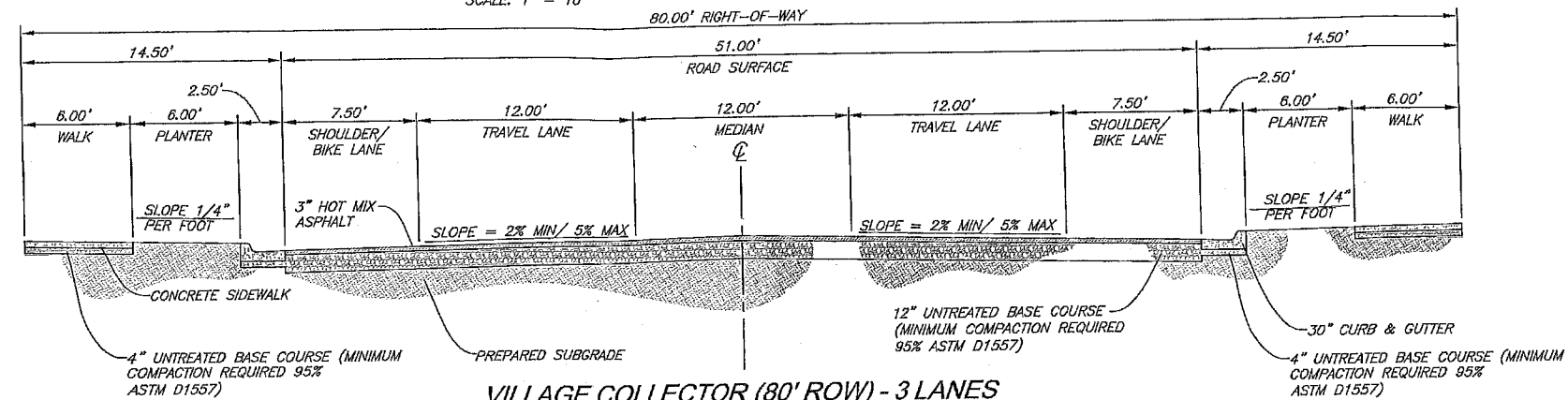
SCALE: N.T.S.

A



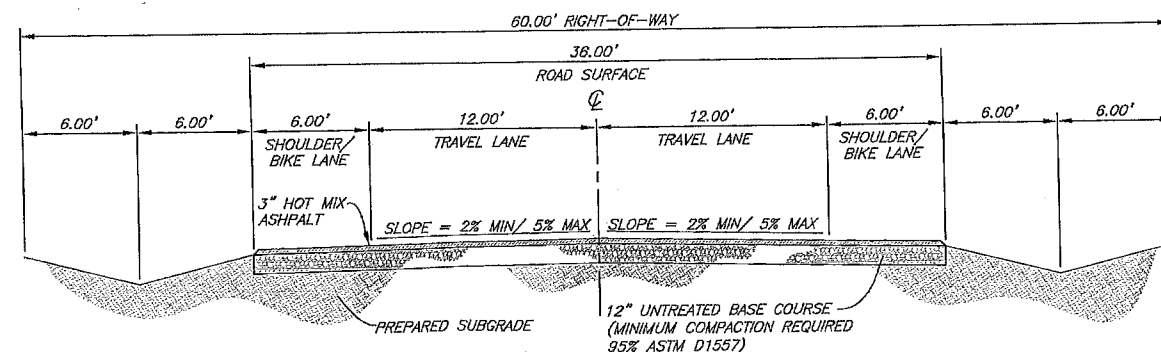
MINOR ARTERIAL (100' ROW) - 3 TO 5 LANES

SCALE: 1" = 10'



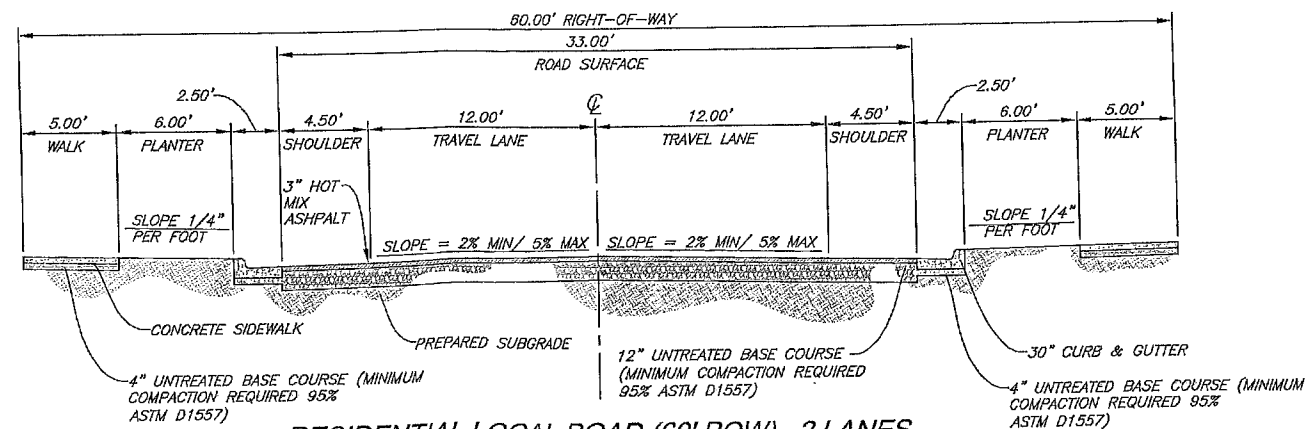
**VILLAGE COLLECTOR (80' ROW) - 3 LANES
WHEN APPROACHING INTERSECTIONS**

SCALE: 1" = 10'



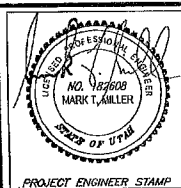
RURAL COLLECTOR (60' ROW) - 2 LANES

SCALE: 1" = 10'



RESIDENTIAL LOCAL ROAD (60' ROW) - 2 LANES

SCALE: 1" = 10'



WASATCH CIVIL
Consulting Engineering
1150 DEPOT DRIVE, SUITE 225
OGDEN, UTAH 84404 (801) 775-9191

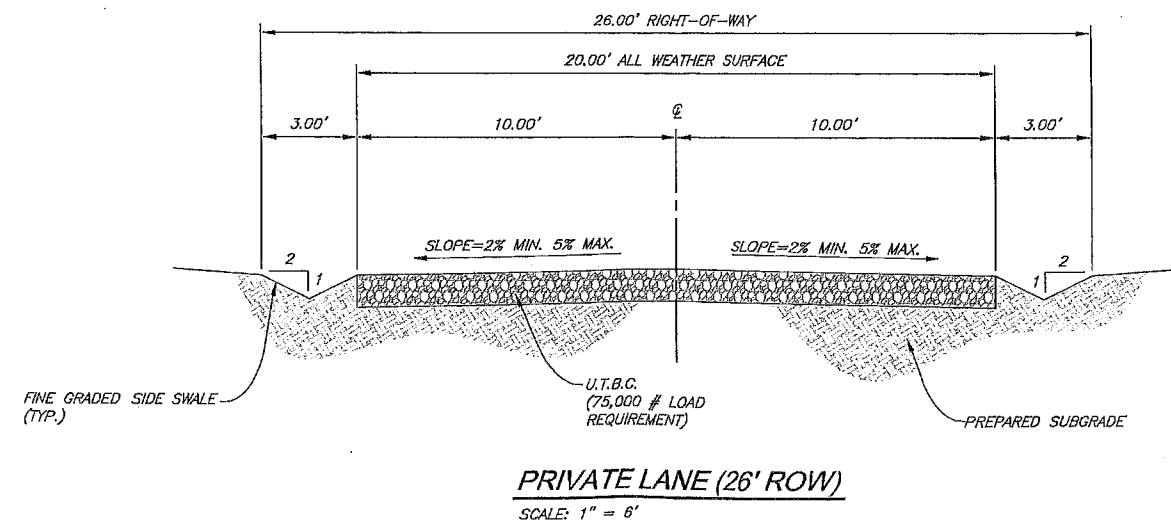
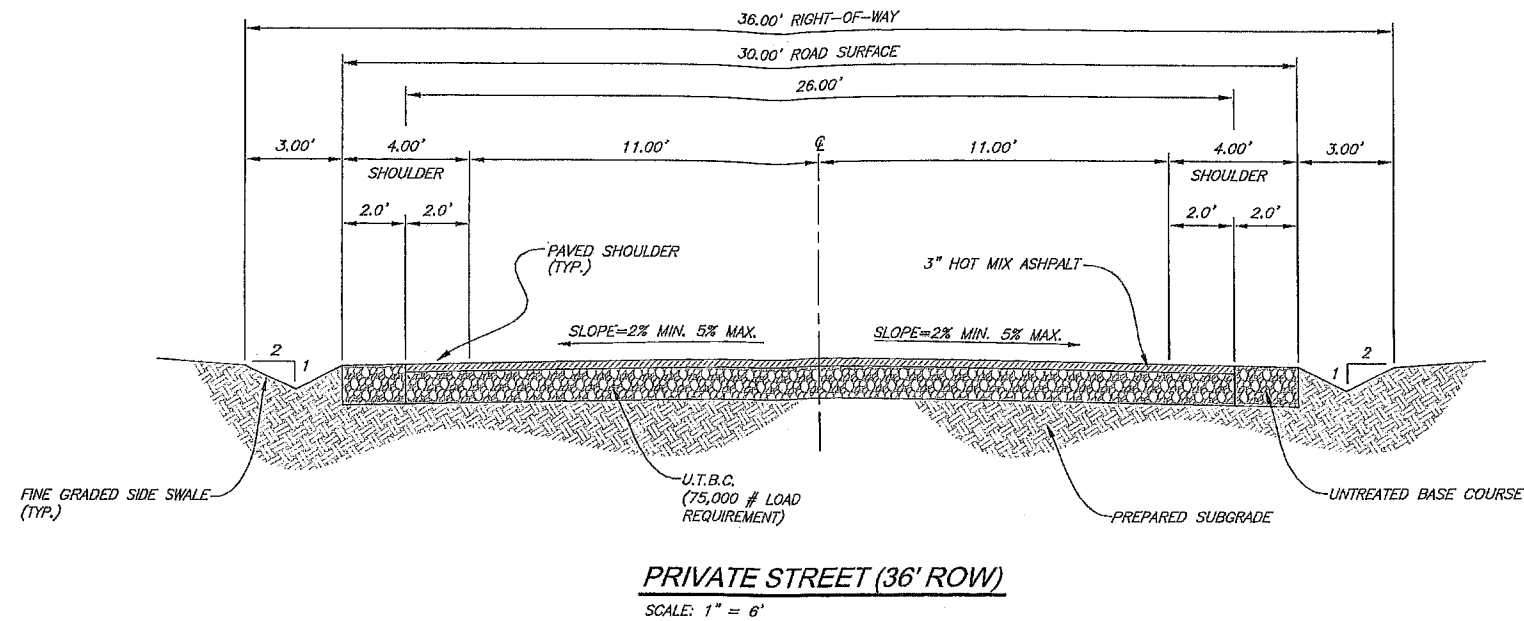
REV.	DATE	APPR.

DESIGNED M.T.M. DATE JAN. 1, 2020
DRAWN C.C.S. SCALE AS SHOWN
CHECKED M.T.M.

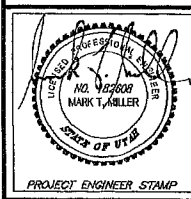
**MORGAN
COUNTY**

**PUBLIC WORKS STANDARDS
ROADWAY SURFACE IMPROVEMENTS**

SHEET
1
OF 2 SHEETS



A:\WORK-OLD - DOCUMENTS\09-MORGAN\00-PUBLIC WORKS STANDARDS\DWG\STREET CROSS SECTIONS.DWG 1/8/2021 10:01:47 AM



WASATCH CIVIL
Consulting Engineering
1150 DEPOT DRIVE, SUITE 225
OGDEN, UTAH 84404 (801) 775-9191

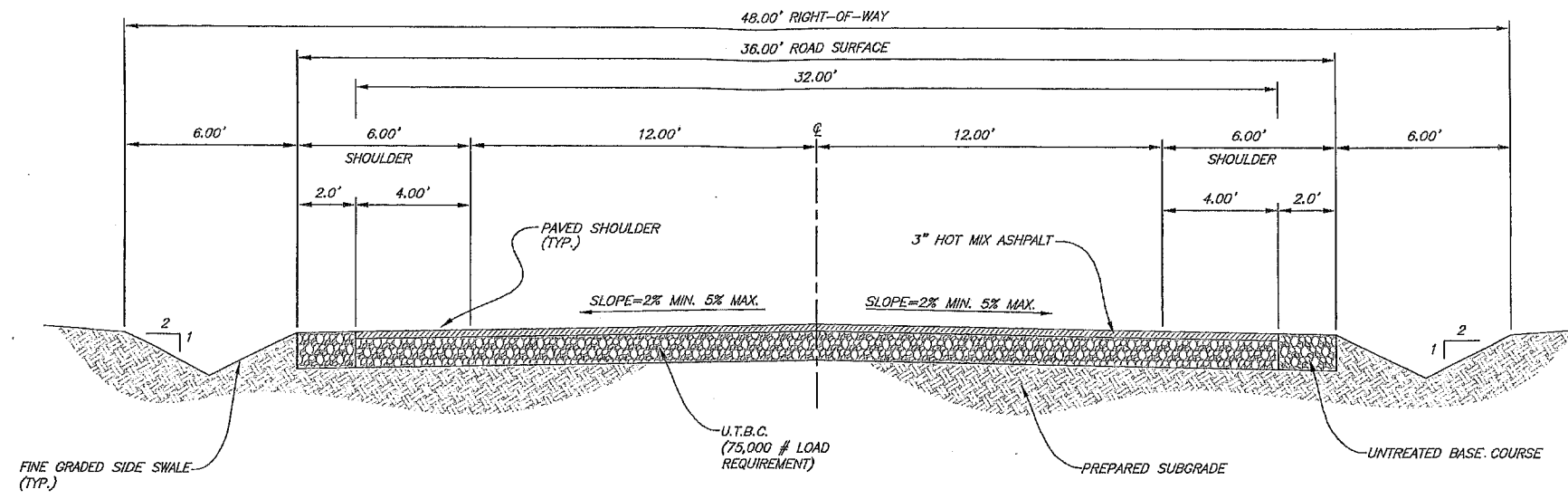
REV.	DATE	APPR.

DESIGNED M.T.M. DATE JAN. 1, 2020
DRAWN C.C.S. SCALE AS SHOWN
CHECKED M.T.M.

MORGAN
COUNTY

PUBLIC WORKS STANDARDS
ROADWAY SURFACE IMPROVEMENTS

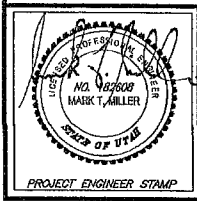
SHEET
2
OF 2 SHEETS



ALTERNATE RESIDENTIAL STREET (48' ROW)

SCALE: 1" = 6'

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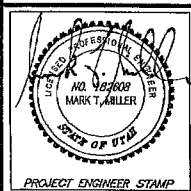
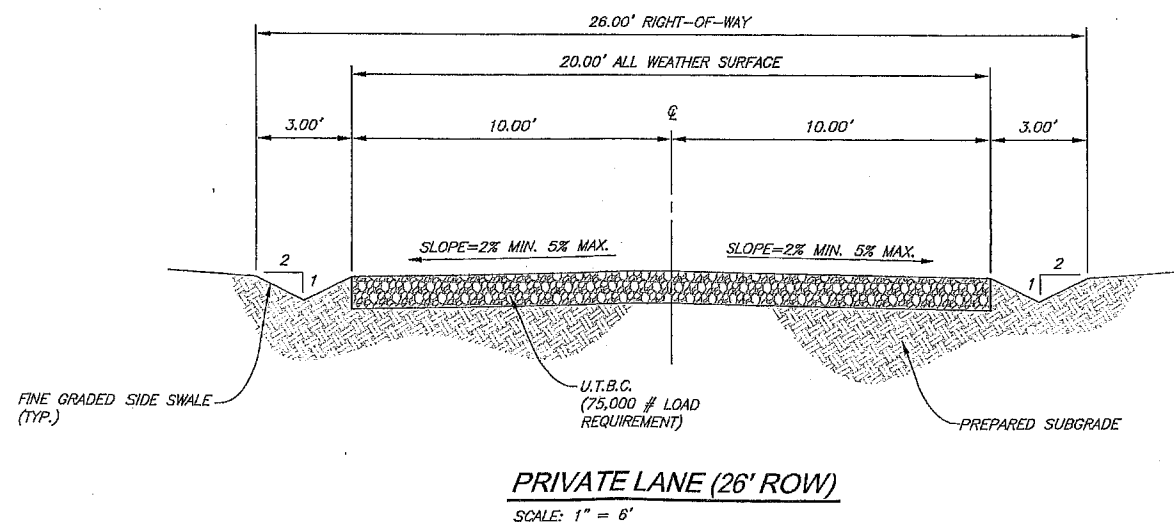
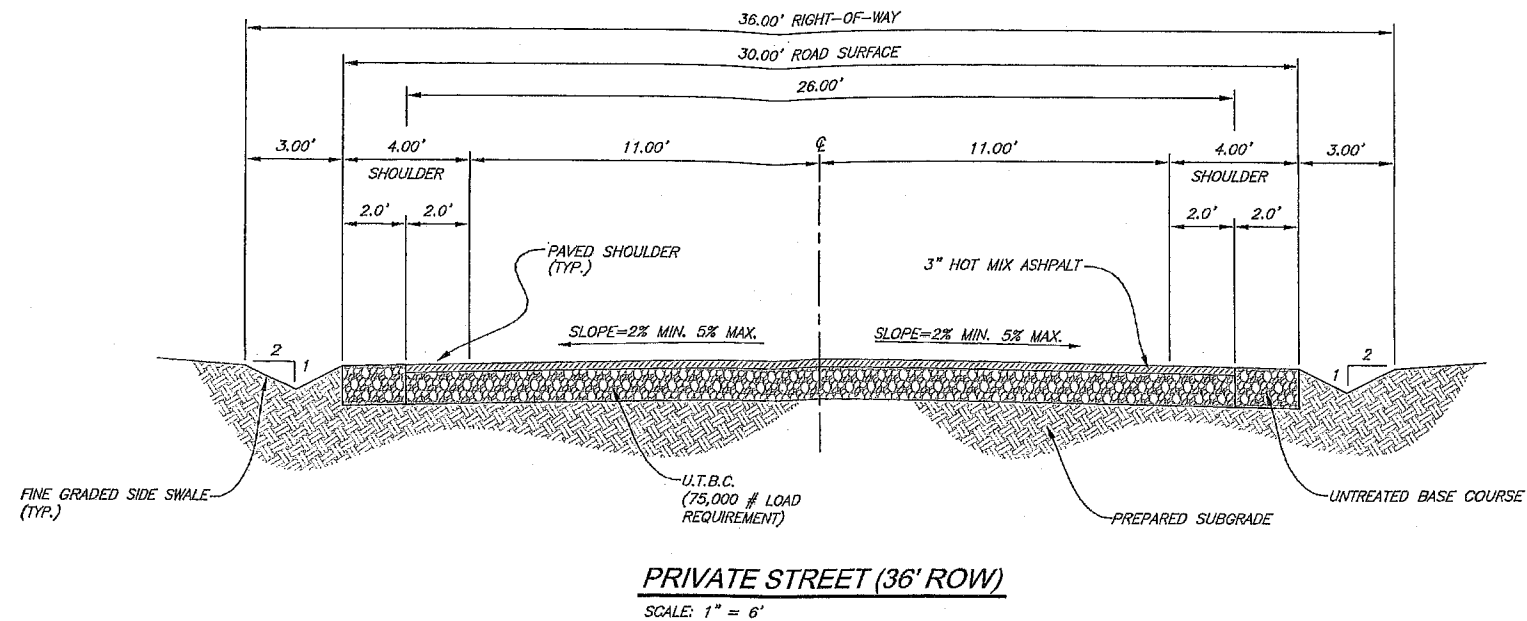
WC **WASATCH CIVIL**
Consulting Engineering
 5320 SOUTH 1950 WEST, SUITE 1
 ROY CITY, UTAH 84067 (801) 775-9191

REV.	DATE	APPR.

DESIGNED M.T.M. DATE SEPT. 12, 2016
 DRAWN C.C.S. SCALE AS SHOWN
 CHECKED M.T.M.

MORGAN COUNTY

PUBLIC WORKS STANDARDS
ROADWAY SURFACE IMPROVEMENTS



WC **WASATCH CIVIL**
Consulting Engineering
1150 DEPOT DRIVE, SUITE 225
OGDEN, UTAH 84404 (801) 775-9191

REV.	DATE	APPR.

DESIGNED M.T.M. DATE JAN. 1, 2020
DRAWN C.C.S. SCALE AS SHOWN
CHECKED M.T.M.

MORGAN COUNTY

PUBLIC WORKS STANDARDS
ROADWAY SURFACE IMPROVEMENTS

SHEET
2
OF 2 SHEETS

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MORGAN COUNTY COMMISSION MEETING MINUTES

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.

COUNTY COMMISSION

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

OTHER EMPLOYEES

IT Director Jeremy Archibald
Deputy Clerk/Auditor Katie Lasater
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith (CA)
Human Resources Casey Basaker
Sheriff Corey Stark
Deputy Chief James Wagner
USU Extension Agent Nicole Reed
Deputy Clerk/Auditor Cindee Mikesell
Fire Warden Dave Vickers

OTHERS IN ATTENDANCE

Debbie Sessions
Ty Bailey
Luke Majewski
Larissa Thomas
Ellie Matthews
Jaycee Skidmore
Kenadee Benson
Niccie Reed
Sara Williams

4:00 WORK SESSION

1. ClearGov training

- a. The HR Director provided the Commissioners with training on our new budget platform, ClearGov.

2. Special Funds, interest allocation, clarification on new funds

- a. The CAM and the Commission reviewed how bank interest revenue is allocated. In recent years, all interest remained in the general fund, but state code allows allocation to individual funds. Commissioners agreed to distribute interest annually at year-end, excluding certain pass-through accounts, while restricted funds will receive their share.
- b. The Commission discussed the handling of greenbelt rollback revenue following the June 1 policy change, which now allocates 100% of the revenue to the county. A new fund has been created for this purpose. Previously, these funds were recorded under delinquent tax revenue. The Commission agreed to move forward by recording all greenbelt rollback revenue in the new fund beginning June 1, without making retroactive adjustments.
- c. The Commission agreed to create dedicated budget lines for phone expenses and to also separate in the Weber Morgan Health Services, a new expense line will be created for Human Services, separate from Health Services.
- d. The Commission also reviewed how revenues and expenses should be allocated for parks, the rifle range, the airport, and the fairgrounds. It was agreed that rifle range (Fund 37) and airport (Fund 38) revenues and expenses should be fully consolidated into their respective funds to clearly show they are self-sustaining and not subsidized by taxpayer dollars. For parks, rental revenues will continue to flow into the designated park fund and be used for future park-specific improvements, while operating expenses will remain under the general parks budget (Fund 10). This approach acknowledges that park rentals cannot offset full operating costs, which are expected to be covered by tax revenue. The fairgrounds will follow a similar approach: rental revenues will remain separate from fair event funds, while day-to-day operating expenses will continue under the parks budget, ensuring maintenance is not subsidized by fair revenues.

MORGAN COUNTY COMMISSION MEETING MINUTES

- e. The CAM also proposed an establishment of a policy clarifying that expenses for employee appreciation, such as staff lunches, snacks, and refreshments, should be paid from the designated employee appreciation budget managed by the HR Director, rather than from general fund budgets.

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(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.

Commissioner Newton moved to approve the consent agenda items.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

(C) Commissioner Declarations of Conflict of Interest

- **None.**

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

- **None.**

(E) Presentations

1. **Ty Bailey, Morgan City Manager Annual RDA Report**
 - a. Ty Bailey, City Manager, reported on the downtown Redevelopment Agency. The RDA, funded through property tax reinvestment, has successfully supported building rehabilitation, reducing vacancies and increasing property values. The current agreement expires in 2028, with the final planned project being a \$1.5 million alleyway and plaza development to add parking, public space, and spur future development.
2. **Casey Basaker, Morgan County HR AI training and PSHRA Conference recap**
 - a. The HR Director reported on training from the Public Service Human Resources Association conference and an AI workshop. Topics included strengthening workplace relationships, promoting wellness and mental health, fostering a culture of innovation, and implementing recent legal updates. The AI training provided tools for drafting job descriptions, creating templates, and improving efficiency, with emphasis on safeguarding sensitive data.
3. **Amanda Christensen, USU Extension Programs in Morgan County**

MORGAN COUNTY COMMISSION MEETING MINUTES

- a. Amanda Christensen, the USU Extension Professor introduced herself along with the employees and what their specific tasks and specialties are for the individuals who work in the Extension office for the county.

(F) Action Items

1. Amanda Christensen, USU Extension Discussion/Decision – Budget Adjustment

Discussion and decision on a budget adjustment for employee COLA

- a. Amanda explained that Utah State provided salary updates in late July regarding cost-of-living increases tied to legislative approval, performance, and merit. As directed in last year's budget session, the request for these adjustments was not included in the FY2025 budget but brought forward separately once the approved amounts were known. Funding is now needed to cover the remainder of the current fiscal year, with additional funds to be incorporated into the FY2026 budget request. Because USU operates on a July–June fiscal year, similar mid-cycle adjustments will be required in future years.

Commissioner Newton moved to approve the budget change request to move \$1,833 from the 10-4150-520 to the account 10-4610-110.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

2. Casey Basaker – Discussion/Decision – Budget Adjustment

Discussion and decision on a budget adjustment for Garbage Enterprise Fund benefits

- a. HR Director introduced this stating it was noted that last year's calculation for the garbage fund inadvertently included only one month of medical expenses. To correct this, \$7,800 will be transferred from the garbage fund balance (enterprise fund) to cover the remaining medical costs for employees Justin D. and Cindee Mikesell, reflecting their respective allocations from the garbage portion of their salaries and benefits.

Commissioner Newton moved to approve the budget change form for the Garbage Enterprise Fund benefits line item moving \$7,800 from 57-2951-000-000 to 57-4424-130-000.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

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.

MORGAN COUNTY COMMISSION MEETING MINUTES

- a. Luke Majewski introduced this, he is a resident of Mountain Green, proposed hosting a fundraiser event at the Morgan County Airport, a combined car and plane show. The event aims to raise funds for both the airport and the Mountain Green Volunteer Fire Department, with proceeds supporting airport improvements and fire department operations. The event will provide community engagement opportunities and benefits local public services. Luke suggested allocating 80% of funds to the fire department and 20% to the airport, but is open to alternative suggestions. He added he will limit the amount of cars to 50-70 cars. The goal is to host this October 3rd.
- b. The CA confirmed that the proposed airport fundraiser event received a positive recommendation from both the Airport Advisory Board and airport management, submitted within the required deadline. Final approval rests with the County Commission. Commissioners emphasized compliance with applicable federal, state, and county laws, particularly nondiscrimination requirements, and advised the event organizer to establish clear, consistent participation criteria to avoid arbitrary exclusions. Additionally, the organizer must secure appropriate public liability insurance naming the county as an additional insured, as required by code.
- c. The CA also added that the event must be insured, with coverage amounts set by the County Commission (typically \$1–3 million). The organizer must also obtain a business license, comply with any negotiated revenue-sharing agreement, and maintain accurate records of registrations and payments. Additional requirements may be imposed as determined by the county.

Commissioner Newton moved to approve the request to hold a community fundraiser event at the Morgan County Airport, Car Show, Plane show. Tentative date for October 3. Subject to approval or with the approval of the airport advisory board that we've already received, and subject to insurance being provided in the amount of \$1 million.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

4. Hon. Corey Stark – Discussion/Decision – Morgan County Sheriff

Discussion decision on Animal Control contract verses an Animal Control Building

- a. The Sheriff presented two options for animal control services: working with Mountain Green Animal Hospital or building a new facility.
- b. The Commissioners discussed the pros and cons of each option, including cost, convenience, and the need for volunteer support.
- c. The CA recommended a five-month trial period with Mountain Green Animal Hospital, followed by a formal bidding process if the arrangement is successful.

Commissioner Newton moved to approve the agreement with Mountain Green Animal Hospital, including updates suggested by the CA.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

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

- a. Cindee proposed adding delinquent garbage fees to property tax bills to improve collection rates. She explained the current challenges with collecting delinquent garbage fees and the hope that adding it to property tax bills will increase compliance.
- b. The Commissioners discussed the potential impact on residents and the need for clear communication about the new policy.
- c. Cindee also raised an additional concern about lithium batteries causing fires and damage to garbage trucks. And would like to remind everyone on upcoming garbage bills to not dispose of lithium batteries in your regular garbage and to contact Wasatch Integrated on how to properly dispose of those.

Commissioner Nickerson moved to approve CR-25-48 to add past-due garbage debts to property tax notices, effective 2025 and continuing until amended.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

6. David Vickers – Discussion/Decision – Morgan County Fire Warden

Discussion and decision on the Cooperative Wildfire System Policies and Procedures for 2025.

- a. Dave explained the Master Agreement for wildland fire management, covering costs and responsibilities. The agreement includes a fire warden position, with the county paying 50% of the costs. Changes in the agreement include moving from a fiscal year to a calendar year and adjustments in participating commitments. The agreement also covers initial attack, delegation of fires to the state, and training requirements.

Discussion only, this will come back as an action item once the County Attorney has reviewed this.

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.

- a. Commissioner Blocker mentioned that Bill Coots would speak to the Sewer Board about increasing the years from 5 years to 20 or 30.
- b. The CA suggested that the Commission evaluate whether a 20-year lease term would sufficiently justify the county's planned investment in improvements, given the existing provisions for cancellation. He emphasized the importance of adequate notice periods, such as a year rather than 30–60 days, to allow the county to plan, determine whether improvements could be relocated, or decide whether to leave them in place. He noted that it is ultimately up to the Commission to determine whether 20 or 25 years is appropriate but expressed that it was positive the other party is open to negotiating a longer timeframe.

MORGAN COUNTY COMMISSION MEETING MINUTES

- c. The Commission discussed the importance of a longer term to justify significant investments in the property.
- d. The Commission agreed there is a need for a work session with the Mountain Green Sewer Improvement District Board in order to align on goals and requirements of agreement.

Discussion only, no motion taken.

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

Discussion and decision on a budget adjustment offsetting car show revenue and expenses.

- a. The CAM stated that the final revenues and expenses for the car show have been calculated, requiring a second budget adjustment. The initial adjustment previously approved is included in the packet, and an additional \$1,141.53 is needed to cover the remaining expenses.

Commissioner Newton moved to approve we approve the adjustment, Budget Adjustment of \$1,141.53 moving from GL 35-3680-000-000, to 35-4510-310-400.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

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

Discussion and decision on amendments to the Fairgrounds Rental Agreement and additional discussion on overnight horse layover stays.

- a. The CAM introduced this stating at the last commission meeting, the group discussed clarifying which organizations are exempt from deposit fees. The Deputy Attorney added language specifying exemptions while allowing the commission to require a deposit for certain events if warranted, such as large or extended activities. The commission agreed the wording was appropriate. She raised a follow-up question regarding whether this amendment requires a new resolution number or should be recorded as a versioned update (e.g., version two) to maintain historical records.
- b. The CAM stated that the second part of this item concerns requests to temporarily house horses overnight in county paddocks. Historically, the Public Works Director has given verbal approval, but a past incident created issues when ownership was unclear. To address this, the Deputy Attorney drafted a simple acknowledgment form, not a fee-based agreement, to clarify that the county is not liable for the animals' care or safety, placing full responsibility on the owners.
- c. The CAM and Commissioners noted that the draft does not include a fee at this time, as a public notice and hearing would be required. Instead, the agreement serves as a temporary measure to indemnify the county until permanent facilities, such as dedicated stalls with proper electrical and water hookups, can be completed.
- d. Commissioners also noted the need for clear rules regarding waste disposal, proof of ownership, and potential fines for violations. The language was updated to cover "animal layovers" more broadly, not just horses, and to add additional points of contact for coordination. The discussion highlighted strong public demand for such accommodations

MORGAN COUNTY COMMISSION MEETING MINUTES

and the long-term opportunity to create a more sustainable, fee-based system once infrastructure is in place.

Commissioner Newton moved to CR-25-30 v2 as updated.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

Commissioner Newton moved to CR-25-30 v2 as updated.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

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

Discussion and decision on recommendations from the Council of Governments for expenditures out of Fund 17

- a. The CAM introduced this stating COG reviewed two funding requests from Fund 17. The City requested \$500,000 for its alley project, and COG recommended awarding \$250,000. An additional \$179,975 was initially recommended for Bret but later withdrawn since those funds had already been designated. The current unappropriated fund balance is \$312,882.13, with an additional \$166,539 anticipated this year, totaling \$479,421.13 available.

Commissioner Blocker moved to approve the recommendation from COG to allocate \$250,000 allocation from fund 17 for the alley project.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

11. Kate Becker – Discussion – Morgan Administrative Manager

Need to set a date for discussion on a Pre-Incorporation Feasibility Study

- a. The CAM and Commission set up a work session to be held for this item for next meeting September 16, 2025 at 3:00 p.m.

Item not voted on, discussion only.

MORGAN COUNTY COMMISSION MEETING MINUTES

12. Kate Becker – Discussion – Morgan Administrative Manager

Affirming or appointing the Morgan County seat on the Weber Basin Water Conservancy District.

- a. The CAM will create a jotform application to the Commissioners and post it to our website for any individuals interested in this seat.

Discussion only, will come back to next meeting as an action item.

- The CAM asked about the filming fee permit for the county as there is a show that will be filming throughout the county.
- The CAM asked about the prioritization of all of what she has been asked to work on.

(G) Commissioner Comments

• Commissioner Blocker

- She attended steering committees: Social & Human Services, Community Development, Government Operations, Revenue & Taxation.
- She participated in WFRC transportation and Council review; Rep. Burgess Owens discussed federal transportation funds.
- She reported a vacancy on Airport Advisory Board following Mike D.'s resignation.
- She mentioned the state's upcoming short-term rental policy, which could override local policies.

• Commissioner Newton

- He met with electrical contractors; fairgrounds electrical project scheduled to begin after the high school rodeo event (Sept. 12–13) and expected to continue through much of the winter.
- The DAF group approved funding for a new sound system and announcer's booth at the main arena, with the requirement to obtain three bids for the sound system before final approval.

• Commissioner Fackrell

- He met with DWR; state parks expanding from 400 to 600 acres, opening opportunities for economic development, historical trail projects, and potential OHV use, with differing public opinions.
- He requested cleanup of outdated information on the county website.
- He attended a Revenue and Taxation Policy Steering Committee where they discussed centrally assessed properties and clarifications to SB 91 (restaurant tax). The 1% tax remains, but clarifications will define who is responsible for payment. Changes may be addressed in the upcoming session or special session in September.

• Commission Vice-Chair Nickerson

- He added an updated about the Airport manager's office needs to be moved from one hangar to another. Sean Beckstrom offered use of his hangar to mount and operate the equipment temporarily.

• Commission Chair Wilson

- He recommended Commissioners meet with offices and departments that are in their portfolio to prepare for budget meetings.

Adjourn – 8:15 P.M.

MORGAN COUNTY COMMISSION MEETING MINUTES

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.

CR 25-49

County Asset Acquisition Policy

Purpose

The purpose of this policy is to ensure that all assets requiring County insurance coverage are subject to proper oversight and approval by the County Commission prior to purchase or acquisition, even if funding is available for the asset.

Policy Statement

Any asset that would require coverage under the County's insurance policy must receive **prior approval from the County Commission** before it is purchased or acquired.

This requirement applies to, but is not limited to:

- Vehicles (e.g., fire trucks, command vehicles, staff vehicles)
- Specialized equipment (e.g., golf carts, ATVs, trailers)
- Service animals (e.g., K9 units)
- Any other tangible asset requiring liability or property insurance

The requirement applies **even if funding is available for the asset**.

Procedures

1. Request for Approval

- Departments must submit a request to the County Commission prior to the purchase or acquisition of any asset that would require County insurance.
- Requests must include:
 - Description of the asset
 - Estimated cost
 - Justification of need
 - Anticipated insurance impact

2. Commission Review

- The County Commission will review requests to determine whether the asset should be approved for purchase and insured.
- Approval or denial will be formally documented in Commission meeting minutes.

3. Insurance Notification

- Upon approval, the department must notify the **County Clerk/Auditor's office** (or designee) to initiate the process of adding the asset to the County's insurance coverage.

4. Non-Compliance

- Assets purchased or acquired without prior approval from the County Commission may require the department to **return or sell the item**.
- The department may also be held financially liable for damages, loss, or liability associated with unapproved assets.

PASSED AND ADOPTED this 16th day of September 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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

CR 25-50

Employee Appreciation Expenditures Policy

Purpose

The purpose of this policy is to establish clear guidelines for the use of the County's Employee Appreciation Budget, ensuring that recognition and appreciation expenses are managed consistently and equitably across all departments.

Policy Statement

The County maintains a central Employee Appreciation Budget to fund employee recognition and appreciation activities. This budget is intended to cover expenses such as:

- Office snacks and beverages
- Staff lunches or meals (not related to conferences)
- Employee recognition events
- Office parties and celebrations

Departments are not permitted to use any other departmental budget line item for these types of expenses. All such expenditures must come solely from the Employee Appreciation Budget.

Exception: Meals that are part of official travel, conferences, or training events may be paid from the department's Travel and Training Budget in accordance with the County's per diem policy.

All purchases must receive prior approval from the Human Resources (HR) Manager before expenses are incurred.

Procedures

1. Approval Requirement

- Departments must submit a request to the HR Manager prior to purchasing items or scheduling events funded through the employee appreciation budget.
- Requests must include:

- Purpose of the expenditure
- Estimated cost
- Date of purchase or event

2. Funding Source

- The Employee Appreciation Budget is the only authorized source of funding for snacks, meals (not related to per diem travel), drinks, office parties, or other appreciation-related expenses.
- Departmental operating budgets may not be used for these purchases under any circumstances.
- The only exception is meals purchased during approved travel, training, or conferences, which may be charged to the Travel and Training Budget as part of an employee's per diem allowance.

3. Allowable Expenses

- Expenses must directly support employee recognition, appreciation, or morale.
- Alcoholic beverages are strictly prohibited.
- Expenditures must remain within the annual budget allocation for employee appreciation.

4. Documentation

- Itemized receipts must be submitted to HR for all approved purchases.
- HR will track and reconcile all expenditures against the Employee Appreciation Budget.

5. Non-Compliance

- Purchases made without prior approval or outside of the Employee Appreciation Budget (unless a per diem exception applies) may not be reimbursed.
- Repeated violations may result in denial of future requests

CR 25-50 Employee Appreciation Expenditures Policy

PASSED AND ADOPTED this 16th day of September 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	_____	_____	_____
Raelene Blocker	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Matt Wilson	_____	_____	_____

CR 25-51
MORGAN COUNTY FAIRGROUNDS
OVERNIGHT DOMESTIC LIVESTOCK LAYOVER
RULES

For Emergency Use Only – Last Resort

All overnight layovers must be approved in advance:

- **Primary Contact:** Public Works – 801-821-1475 (Bret Heiner)
- **Secondary Contact:** County Manager – 435-800-8724 (Kate Becker)

You must call these numbers for approval before unloading.

If you are unable to reach either phone number, then email both:

- bheiner@morgancountyutah.gov
- kbecker@morgancountyutah.gov

For purposes of these rules, “Boarder” means the Owner of livestock and any transport service, caretaker, or agent who unloads, boards, supervises, or cares for livestock at the fairgrounds. By boarding or allowing animals to be boarded at the fairgrounds, such third parties and the Owner are deemed to have accepted and agreed to all responsibilities, liabilities, and obligations under these rules, and shall be jointly and severally liable.

RULES & REQUIREMENTS

1. **Emergency Use Only** – Overnight layovers are for emergencies or last-resort situations. No long-term boarding or planned use.
2. **Domestic Livestock Only** – Use is limited to domestic livestock.
3. **Advance Approval Required** – Call the posted number for authorization before unloading. Unauthorized use is trespassing.
4. **Events Take Priority** – County events and rentals have first priority. Overnight use may be denied, revoked, or terminated at any time.
5. **Health & Legal Compliance** –
 - Livestock must be healthy and free from contagious disease.
 - Sick, injured, dangerous, or visibly ill livestock are not permitted.
 - Boarder must have proof of ownership with them.
6. **Vaccination Requirement** – All livestock must have proof of all legally required vaccinations.
7. **Responsibility for Care** – Boarder must provide all feed, water, bedding, and care.
8. **Supervision, Responsibility & Liability** – Livestock must remain secured in assigned stalls/corrals. Boarder is responsible for all supervision and for any damage, loss, or costs arising out of the use of the premises.

9. **Clean-Up** – Corrals/Stalls must be fully cleaned prior to departure. Manure and bedding must be removed to designated disposal areas. Failure to do so may result in criminal penalties under U.C.A. 78B-6-1102, in addition to any other criminal or civil remedies.
10. **Departure Deadline** – Livestock 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 animal boarded without prior approval, or any animal boarded with approval but in violation of these rules, may be removed by the County and transported to a private boarding facility, animal control, or another facility at the Boarder's sole expense, including all transportation and boarding costs.
 - The County is not responsible for the condition, care, or costs of any animal.
13. **Risk, Indemnity, & Waiver of Liability** –
 - Use of the fairgrounds is entirely at the Boarder'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 any animal, nor for damage to vehicles, trailers, or personal property.
 - By entering the premises, Boarder agrees to be liable for all 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 Boarder, animals, equipment, vehicles, or agents, or use/activities at the fairgrounds, including but not limited to situations where animals escape, enter roadways, or cause injury or death to any person or animal, or damage to any property.

No use is allowed without prior approval. Failure to obtain approval or to comply with these rules may result in immediate removal of animals, trespass charges, civil or criminal enforcement, damage claims, denial of any future access or use of the fairgrounds, and/or any other remedies provided by law.

PASSED AND ADOPTED this 16th day of September 2025.

MORGAN COUNTY COMMISSION:

		COMMISSION MEMBERS VOTING:		

Matthew Wilson, County Commission Chair		AYE	NAY	ABSENT
APPROVED AS TO FORM:	Michael Newton	_____	_____	_____
	Raelene Blocker	_____	_____	_____
_____	Blaine Fackrell	_____	_____	_____
Garrett Smith, Morgan County Attorney	Vaughn Nickerson	_____	_____	_____
ATTEST:	Matt Wilson	_____	_____	_____

Leslie A. Hyde, Morgan County Clerk/Auditor



48 W Young St - 886
Morgan, UT 84050

Morgan County Airport Advisory Board

NOTICE

The Morgan County Commission is seeking applicants to fill a non-user seat on the Morgan County Airport Advisory Board. The terms, requirements, and authorities of this board may be found in Morgan County Code § 33.083.

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

Interested individuals may obtain an application from the Morgan County Clerk's office (Rm #18 County Courthouse), calling (801) 845-4012, or at www.morgancountyutah.gov linked on the home page and delivered or mailed to the Clerk's Office.

§ 33.083

AIRPORT ADVISORY BOARD

(A) *Continuation of board.* The existing Airport advisory board is hereby modified to be known as the Morgan County Airport Advisory Board. The Board shall consist of six (6) members, one of whom shall always be a member of the County Commission and a non-voting member. All other members shall be appointed by the County Commission (along with terms of appointment) from among the qualified residents of Morgan County. Three (3) members of the Committee shall always be qualified and currently flying pilots who are regular users of the Morgan County Airport. Two (2) members will be non-pilots or non-regular users of the Morgan County Airport. Should no qualified person apply for a position (user/nonuser), the position may be filled by anyone. Members shall be selected without respect to political affiliation and shall serve without compensation, except for recovery of such reasonable expenses as may be specifically authorized by the County Commission.

(B) *Eligibility for appointment.* To be eligible for appointment to the Airport Advisory Board, a person shall:

(1) Be not less than 21 years of age.

(2) Be a resident of Morgan County, unless such person is being appointed to the Airport Advisory Board as a qualified and currently flying pilot member, in which case, such person may be a non-resident of Morgan County if such person is the current named lessee or tenant of a hangar pad space at the Morgan County Airport.

(3) Be representative of a cross-section of both aviation and community interests.

(C) *Powers and duties.* The Morgan County Airport Advisory Board shall have the authority and duty to advise and make recommendations to the County Commission on all matters having to do with the Morgan County Airport and its various features and facilities, including airport operation, management, regulation, master planning, improvement construction and expansion, and fiscal and economic impacts. To better equip itself for the performance of this primary duty, the Board shall familiarize itself with such County, State and Federal regulatory and fiscal materials as are relevant to these authorities and duties. The Board will assume other duties and discharge other responsibilities as may, from time to time, be specifically assigned by the County Commission. The Board shall also be responsive to requests by Airport Management to investigate, deliberate on, and make specific recommendations to the County Commission on deserving matters or issues that have come to Airport Management's attention during discharge of duties.

(D) *Terms of office - Vacancies – Removal.* The term of office for the County Commission member shall be as determined by the County Commission. The terms of the five (5) members appointed by the County Commission shall be four (4) year terms, which shall be staggered every two (2) years. Vacancies occurring otherwise than through the expiration of term shall be filled by appointment by the County Commission for the remaining portion of such term, or for other duration. Any member may be summarily removed by a vote of not less than three (3) members of the County Commission with or without cause.

(E) *Appointment of officers.* The Board shall select board officers by a method of its own choosing.

(F) *Proceedings – rules for and record of.*

(1) All proceedings shall be conducted in compliance with this ordinance and in accord with such By-Laws as the Board may itself adopt and amend from time to time with approval of the County Commission. Such By-Laws may never come in conflict with this ordinance, and the adoption or amendment of By-Laws shall always require the affirmative vote by a simple majority.

(2) A majority of the members of the Board constitutes a quorum for all business, except no Board action shall be valid unless it is approved by a simple majority vote.

(3) All meetings of the Board shall be recorded. Further, the Board shall keep a permanent, written record of all proceedings, with a copy provided to the County Clerk for filing as a public record.

(G) *Meetings - schedule and public notice.* The Morgan County Airport Advisory Board shall conduct meetings on as needed basis, but not less frequently than semi-annually at times and places to be determined by the Board. The Board may meet more frequently as circumstances warrant. In any event, all Board meetings, whether regularly scheduled or special, shall be public meetings, and shall be properly noticed by local posting and appearance in the local media.

(H) *Member's Ethics.* Members of the Morgan County Advisory Board shall be subject to and bound by the provisions of the Utah public Officers' and Employees' Ethics Act, Section 67-16-1, et seq., Utah Code Annotated 1989, as amended, Morgan County Policies and Procedures, as amended, including County Resolution CR-04-10 establishing a Code of Ethics.



Morgan County Commission

RE: Weber Basin Water Conservancy District

NOTICE

The Morgan County Commission is seeking applicants to fill the Morgan County seat on the Weber Basin Water Conservancy District Board.

In accordance with Section 17B-2a-1005, UCA, concerning the selection of Trustees to serve on the Weber Basin Water Conservancy District Board, we hereby serve written notice that Trustee Jared Andersen's current term of office will expire January 31, 2026. The statute requires the Board of County Commissioners to submit three nominees recommended to fill this Trusteeship to the Governor. The Governor will make the final selection with the advice and consent of the Senate. The statute defines the normal term for a Trustee as four years.

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

Interested individuals may obtain an application from the Morgan County Clerk's office (Rm #18 County Courthouse), calling (801) 845-4012, or at www.morgancountyutah.gov linked on the home page and delivered or mailed to the Clerk's Office.



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!

Good afternoon,

I am reaching out to you all to address a few issues that have been brought up at various times to one commissioner or another. We have a very serious problem on the street I live on which is So Morgan Valley Dr. with road traffic. The traffic heading south on Morgan Valley Drive go pretty fast as there is nothing really to slow them down even though there are homes close to the roadway. Where I live the road turns and drivers come around the corner approaching Highway 66 at a high rate of speed most of the time. This even includes bicyclist. I know speed limits have been lowered on various roads in the county and would like you to consider lowering the speed limit on Morgan Valley Drive. There are homes that are close to the road including mine and we have had a lot of people lose control of their vehicle and end up in our yard because they are going too fast to go around the corner. There is also an issue with traffic coming from Hardscrabble. There is a stop sign to stop traffic at the end of Hardscrabble to turn onto Morgan Valley Drive. Hardly anyone stops at the stop sign. These cars also get going at a high rate of speed and go right through the stop sign and loose control and end up in my yard or my neighbor's yard. We have lost 10 trees on our property because of this. Latest being last week a large bush was knocked down by a driver losing control coming off Hardscrabble. How she did not hit the telephone pole that is there is a mystery. I'm grateful that we have only lost trees and one of my grandkids was not out there when the cars came from Hardscrabble into my yard. There is not a speed limit sign on Hardscrabble, so the drivers just do the speed they feel like going. **I'd like to ask that you at minimum monitor that part of the roadway to help people understand that there are homes here and that the need to go super-fast is not more important than someone's life or property.** I was told that our neighbors have filed several complaints with the Sheriff's office and nothing has been done about it.

I would also like to inquire about what is being done to address the flooding situation that we have been faced with the last several years on our property. We were told two years ago that the county approved for a pipe to go in on the Kilbourn's property next door and the hole that was dug to help with flooding a few years ago stayed open for about 8 months waiting for the pipe to go in. That did not happen, and we faced major flooding again last year. We are getting all of the runoff that is coming from Hardscrabble. There were ditches dug up there to help with flooding up there, but nothing done at the bottom to help with our situation. We have had some significant flood damage in the past years and have been told that you would find a solution yet every time it is addressed, we (us and a few of our neighbors) just get told you are working on it. I am fearful as they say it could be a wet winter which usually means a hard spring. I'd like to know what your plans are to help eliminate all of the runoff water coming from Hardscrabble down to Morgan Valley Drive and having a significant impact on my property? Please feel free to reach out to me or direct me on who I need to speak to about these issues. My cell phone number is 801.860.8565 I appreciate your time and would appreciate your response.

Thank you



Morgan County

Construction Cost Estimate - 7/1/25

Culvert Extension at Porterville (3077 South MVD)

Item	Description	Quantity	Units	Unit Price	Amount
1	Mobilization and Traffic Control	1	L.S.	\$2,500.00	\$2,500.00
2	24" Dia. RCP	100	L.F.	\$150.00	\$15,000.00
3	5' Dia. Manhole	1	Each	\$4,500.00	\$4,500.00
4	4' x 4' Catch Basin (Jct. Box)	1	Each	\$5,000.00	\$5,000.00
5	Connection to Existing	2	Each	\$1,500.00	\$3,000.00
6	Cut Existing Concrete Wall	1	L.S.	\$1,500.00	\$1,500.00
7	Toposoil and Seeding	1	L.S.	\$500.00	\$500.00
Construction Subtotal					\$32,000.00
Design, Permits, Contingency (25%)					\$8,000.00
TOTAL					\$40,000.00



County Commission Agenda Request Form

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

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013
Email kbecker@morgancountyutah.gov

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

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: 04-01-2025 Time Requested: 20:00 Min
Name: Bret Heiner Morgan County public works director Phone: 801-821-1475
Address: 380 No Industrial Dr Morgan Ut 84050
Email: bheiner@morgancountyutah.gov Fax: 801-845-4046
Associated County Department: Public Works

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Install a back up generator at our public works facility .

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH ☒
INFORMATION ONLY

x

J and J Electric, Inc.

Ogden, UT 84401

Quotation

Phone #	8016220270
Fax #	801-622-0271

Date	Estimate #
11/21/2024	9138

Name / Address
MORGAN COUNTY ROAD DEPT. 380 N. INDUSTRIAL ROAD MORGAN, UTAH 84050

PROJECT

Generator for shop

Description	Qty	Cost	Total
Provide and install 60kw generator with automatic transfer switch and cold weather package. -This will have a 200amp 3 phase main breaker. -Cement pad for generator -Gas line included -Start up included -Training included	1	43,250.00	43,250.00

Terms: Past due accounts will be charged a 1.75% monthly service charge on the unpaid balance (21% annual rate). The undersigned specifically agrees to pay all reasonable attorney's fees and court costs in the event legal action is taken to collect on the account. The undersigned further agrees to pay an additional amount representing fifty percent (50%) of the principle balance if the account is referred to a collection agency or attorney for collection. This additional amount is in recognition of the costs associated with said collection action processing.

Total

\$43,250.00

Signed: _____

Date: _____

Knight Electric, Inc.

1150 N HWY 89, Suite K
Ogden, UT 84404
801-782-8219
801-782-8310 FAX

January 6, 2025

MORGAN COUNTY GENERATOR FOR SHOP

Provide and install 60kw generator with automatic transfer switch and cold weather package.

Addendum:

Base Bid: \$48,500

Includes:

200 Amp 3 Phase main breaker
Cement pad for generator
Gas line
Start-up
Training

Excludes: Permits, Taxes

BID PRICING IS VALID FOR 30 DAYS

KNIGHT ELECTRIC IS NOT RESPONSIBLE FOR TARIFF INCREASE ON MATERIALS

Jay Knight
Knight Electric, Inc.
801-782-8219

State of Utah License #237290-5501

801 Electric LLC

Estimate #

947

21285 East County Road Department

Date

01/07/2025

3804 N. I-78 Rd.

Morgan (801) 510-7817 (tel:(801) 510-7817)

Business / Tax #

Email: 801electrical@gmail.com (mailto:801electrical@gmail.com)

10901840-5501

Web: 801electric.com (//801electric.com)

Description	Rate	Quantity	Total
Supply and install new 3 phase, 60kw generator with 200 amp main breaker.	\$45,889.00	1	\$45,889.00
Includes: Cold weather package. Automatic transfer switch. Cement generator pad. Gas line. Start up, commissioning and training.			
Subtotal			\$45,889.00
Total			\$45,889.00

By signing this document, the customer acknowledges that customer has fully reviewed and agreed to these terms and conditions and accepts this estimate and agrees that it constitutes a binding contract between customer and 801Electric.

801 Electric reserves the right to cancel an agreement to perform work before work is started under certain conditions. Conditions being: agreed upon appointment dates not met, misrepresentation of any kind, misinformation, miscommunication, failure to notify of appointment cancellation and unsafe/hazardous working conditions.

801 Electric reserves the right to cancel an agreement after work has started under certain conditions. Conditions being: Misrepresentation/miscommunication of the scope of work, dangerous/hazardous working environment/conditions and over due payment, and/or 801Electric's work is unreasonably delayed as a result of Customer's failure to provide access or repeated cancellations of appointments. Finally, Customer understands and agrees that in the event Customer cancels a scheduled appointment with 801Electric,

J and J Electric, Inc.

Ogden, UT 84401

Quotation

Phone #	8016220270
Fax #	801-622-0271

Date	Estimate #
7/22/2025	9372

Name / Address
MORGAN COUNTY OFFICE PO. BOX 886 MORGAN, UT 84050

PROJECT			
County Library Gen.			
Description	Qty	Cost	Total
Add 130KW Natural gas generator to library with automatic transfer switch Materials and Labor EXCLUSIONS: Gas line and connection to Generator. Need county to verify with Embrige on gas line to make sure it will handle this BTU load.	1	66,080.00	66,080.00
Terms: Past due accounts will be charged a 1.75% monthly service charge on the unpaid balance (21% annual rate). The undersigned specifically agrees to pay all reasonable attorney's fees and court costs in the event legal action is taken to collect on the account. The undersigned further agrees to pay an additional amount representing fifty percent (50%) of the principle balance if the account is referred to a collection agency or attorney for collection. This additional amount is in recognition of the costs associated with said collection action processing.		Total \$66,080.00	
		Signed: _____ Date: _____	



Engineer's Estimate
August 22, 2025

PROJECT TITLE:
Fairgrounds Trail Extension
East of Sports Courts
Mogran County

Item	Description	Total Quantity	Units	Unit Price	Total Amount
Segment No. 1 - From Sports Courts to Meadow, L = 760 ft, W = 10 ft					
1	Minor Grading	760	feet	\$ 5.00	\$ 3,800.00
2	6" Thick UTBC	340	tons	\$ 35.00	\$ 11,900.00
3	3" Thick HMA	160	tons	\$ 150.00	\$ 24,000.00
Segment No. 1 Subtotal =					\$ 39,700.00
Segment No. 2 - From Edge of Pasture to Irrigation Diversion, L = 1160 ft, W = 10 ft					
1	Excavation and Grading (6" avg. depth)	300	cu. yds.	\$ 30.00	\$ 9,000.00
2	6" Thick Granular Borrow	570	tons	\$ 25.00	\$ 14,250.00
3	4" Thick UTBC	350	tons	\$ 35.00	\$ 12,250.00
4	3" Thick HMA	220	tons	\$ 150.00	\$ 33,000.00
Segment No. 2 Subtotal =					\$ 68,500.00
Segment No. 3 - From Diversion across Next Pasture, L = 780 ft, W = 10 ft					
1	Pedestrian Bridge	1	lump sum	\$ 6,900.00	\$ 6,900.00
2	Excavation and Grading (6" avg. depth)	200	cu. yds.	\$ 30.00	\$ 6,000.00
3	6" Thick Granular Borrow	380	tons	\$ 25.00	\$ 9,500.00
4	4" Thick UTBC	240	tons	\$ 35.00	\$ 8,400.00
5	3" Thick HMA	140	tons	\$ 150.00	\$ 21,000.00
Segment No. 3 Subtotal =					\$ 51,800.00
Construction Subtotal					\$ 160,000.00
20% Contingency and Design					\$ 32,000.00
TOTAL					\$ 192,000.00



- Segment No. 1 - $L = 760'$, $w = 10'$
- Segment No. 2 - $L = 1160'$, $w = 10'$
- Segment No. 3 - $L = 780'$, $w = 10'$

APPLICATION FOR PERMANENT CHANGE OF WATER STATE OF UTAH

Rec. By: _____

Fee Amt.: \$150.00

Receipt: # _____

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

(Document created on Sep 4, 2025 by GSOMMER)

Change Application Number:

Primary Water Right Number: 35-14691

(c99433, GSOMMER) County Tax Id:

Right Evidenced By: 35-14691

This Change Application proposes to change: POINT(S) OF DIVERSION, PLACE OF USE.

1. Owners

Name: Morgan County

Address: PO Box 420

48 West Young St.

Morgan, UT 84050

Interest:

Remarks:

Name: USA Bureau of Reclamation

Address: ATTN: Water Rights Specialist

302 East 1860 South

Provo, UT 84606-7317

Interest:

Remarks:

Name: Weber River Water Users Association

Address: 138 West 1300 North

Sunset, UT 84015

Interest:

Remarks:

2. Dates

Filed:

Priority of Change:

- - - Description Of Current Water Right (Heretofore) - - -

3. General

Quantity of Water: 9 ACFT

Source: Echo Reservoir

County: Davis

4. Points of Diversion

Surface POD

1: S 2640 ft E 1400 ft from NW corner, Sec 30 T 3N R 5E SLBM

Diverting Works: Echo Dam

Source: Weber River

Rediversion POD

1: S 1495 ft E 1055 ft from NW corner, Sec 9 T 1N R 5E SLBM

Diverting Works: West Hoytsville Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

Permanent Change

Rediversion POD

2: S 1255 ft W 1550 ft from NE corner, Sec 20 T 1N R 5E SLBM

Diverting Works: Albert Gibbons Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

3: N 1760 ft E 3023 ft from SW corner, Sec 29 T 1N R 5E SLBM

Diverting Works: East Wanship Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

4: S 150 ft E 990 ft from W4 corner, Sec 9 T 1S R 5E SLBM

Diverting Works: Judd Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

5: N 1980 ft E 460 ft from SW corner, Sec 14 T 1S R 5E SLBM

Diverting Works: Brown Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

6: N 950 ft E 200 ft from SE corner, Sec 25 T 1S R 5E SLBM

Diverting Works: Marchant and Miles Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

7: S 2376 ft W 825 ft from NE corner, Sec 25 T 1S R 5E SLBM

Diverting Works: Sage Bottom Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

8: N 2210 ft E 2410 ft from SW corner, Sec 15 T 1S R 6E SLBM

Diverting Works: New Field and North Bench

Source: Echo Reservoir Storage (Rediversion by Exchange)

9: N 500 ft W 330 ft from NE corner, Sec 21 T 1S R 6E SLBM

Diverting Works: Boulderville Ditches

Source: Echo Reservoir Storage (Rediversion by Exchange)

10: N 995 ft W 165 ft from E4 corner, Sec 21 T 1S R 6E SLBM

Diverting Works: Gibbons

Source: Echo Reservoir Storage (Rediversion by Exchange)

11: N 100 ft W 1020 ft from E4 corner, Sec 21 T 1S R 6E SLBM

Diverting Works: Peoa - South Bench

Source: Echo Reservoir Storage (Rediversion by Exchange)

12: N 1220 ft E 2240 ft from SW corner, Sec 21 T 1S R 6E SLBM

Diverting Works: Richards Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

13: N 1000 ft E 2300 ft from SW corner, Sec 21 T 1S R 6E SLBM

Diverting Works: Weber-Provo Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

14: S 115 ft E 1406 ft from NW corner, Sec 22 T 1S R 6E SLBM

Diverting Works: Marion Ditches

Source: Echo Reservoir Storage (Rediversion by Exchange)

15: S 1750 ft E 1120 ft from NW corner, Sec 29 T 1S R 6E SLBM

Diverting Works: Youngs No. 1

Source: Echo Reservoir Storage (Rediversion by Exchange)

16: S 2110 ft E 670 ft from NW corner, Sec 30 T 1S R 6E SLBM

Diverting Works: Youngs No. 2

Source: Echo Reservoir Storage (Rediversion by Exchange)

17: S 2552 ft W 1550 ft from NE corner, Sec 30 T 1S R 6E SLBM

Diverting Works: Youngs No. 3

Source: Echo Reservoir Storage (Rediversion by Exchange)

Rediversion POD

18: N 1650 ft E 2000 ft from SW corner, Sec 10 T 2N R 5E SLBM

Diverting Works: Middle Chalk Creek Extension Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

19: N 1850 ft W 365 ft from SE corner, Sec 11 T 2N R 5E SLBM

Diverting Works: Robinson Brothers Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

20: N 1518 ft W 462 ft from SE corner, Sec 20 T 2N R 5E SLBM

Diverting Works: Hobson and Bullock Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

21: N 2575 ft E 1615 ft from SW corner, Sec 28 T 2N R 5E SLBM

Diverting Works: Coalville - Hoytsville Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

22: N 1500 ft E 1650 ft from SW corner, Sec 33 T 2N R 5E SLBM

Diverting Works: Hoyt Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

23: N 2000 ft W 1245 ft from SE corner, Sec 14 T 3N R 2E SLBM

Diverting Works: West Richville Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

24: S 2160 ft E 940 ft from NW corner, Sec 24 T 3N R 2E SLBM

Diverting Works: East Richville Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

25: N 660 ft E 85 ft from SW corner, Sec 26 T 3N R 2E SLBM

Diverting Works: West Porterville Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

26: N 2575 ft W 2245 ft from SE corner, Sec 26 T 3N R 2E SLBM

Diverting Works: Musser Ditch

Source: Echo Reservoir Storage (Rediversion by Exchange)

27: S 2110 ft E 795 ft from NW corner, Sec 31 T 3N R 3E SLBM

Diverting Works: East Porterville Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

28: S 1350 ft E 850 ft from N4 corner, Sec 4 T 3N R 4E SLBM

Diverting Works: Anderton Brothers Canal

Source: Echo Reservoir

29: S 840 ft E 1140 ft from NW corner, Sec 10 T 3N R 4E SLBM

Diverting Works: Shill and Davis Canal

Source: Echo Reservoir

30: N 1560 ft W 870 ft from SE corner, Sec 10 T 3N R 4E SLBM

Diverting Works: Taylor Canal

Source: Echo Reservoir

31: N 780 ft W 2530 ft from SE corner, Sec 14 T 3N R 4E SLBM

Diverting Works: Henefer Canal

Source: Echo Reservoir

32: S 1000 ft W 300 ft from NW corner, Sec 24 T 3N R 4E SLBM

Diverting Works: Jones Canal

Source: Echo Dam

33: S 2288 ft W 606 ft from NE corner, Sec 25 T 3N R 4E SLBM

Diverting Works: Upper Henefer Canal

Source: Echo Reservoir

Rediversion POD

34: S 1715 ft E 1880 ft from NW corner, Sec 35 T 3N R 7E SLBM

Diverting Works: Pineview Canal Diversion

Source: Echo Reservoir Storage (Rediversion by Exchange)

35: N 2300 ft W 1020 ft from S4 corner, Sec 7 T 3S R 5E SLBM

Diverting Works: Wasatch-Extension Canal (Heber Valley Rediversion)

Source: Echo Reservoir Storage (via Weber-Provo Canal)

36: N 600 ft E 1300 ft from SW corner, Sec 16 T 4N R 2E SLBM

Diverting Works: Madsen, Olsen Ditch (Weber River)

Source: Echo Reservoir Storage

37: N 125 ft W 600 ft from SE corner, Sec 16 T 4N R 2E SLBM

Diverting Works: Enterprise Field Ditch (Weber River)

Source: Echo Reservoir Storage

38: S 1300 ft E 765 ft from NW corner, Sec 16 T 4N R 2E SLBM

Diverting Works: Unnamed Ditch (Weber River)

Source: Echo Reservoir Storage

39: S 1743 ft E 2864 ft from NW corner, Sec 21 T 4N R 2E SLBM

Diverting Works: Gateway Canal (Weber River)

Source: Echo Reservoir Storage

40: N 2000 ft E 0 ft from S4 corner, Sec 21 T 4N R 2E SLBM

Diverting Works: Mecham, Nelson, Madsen Diversion (Weber River)

Source: Echo Reservoir Storage

41: N 200 ft W 200 ft from E4 corner, Sec 21 T 4N R 2E SLBM

Diverting Works: Robinson, Smith and Call Diversion (Weber River)

Source: Echo Reservoir Storage

42: N 0 ft E 200 ft from SW corner, Sec 22 T 4N R 2E SLBM

Diverting Works: Mecham-Echstrom Canal (Weber River)

Source: Echo Reservoir Storage

43: S 1650 ft W 2310 ft from NE corner, Sec 27 T 4N R 2E SLBM

Diverting Works: Smith and Pentz Canal (Weber River)

Source: Echo Reservoir Storage

44: S 891 ft W 760 ft from NE corner, Sec 35 T 4N R 2E SLBM

Diverting Works: Heiner, Low and Johnson Canal (Weber River)

Source: Echo Reservoir

45: N 230 ft 0 ft from S4 corner, Sec 35 T 4N R 2E SLBM

Diverting Works: Littleton Milton Canal

Source: Echo Reservoir Storage (Rediversion by Exchange)

46: S 1650 ft E 330 ft from N4 corner, Sec 36 T 4N R 2E SLBM

Diverting Works: Morgan Mill Race Canal

Source: Echo Reservoir

47: N 1600 ft W 0 ft from SE corner, Sec 28 T 4N R 3E SLBM

Diverting Works: North Round Valley Canal

Source: Echo Reservoir

48: N 300 ft W 0 ft from SE corner, Sec 28 T 4N R 3E SLBM

Diverting Works: South Round Valley Canal

Source: Echo Reservoir

49: S 500 ft E 125 ft from N4 corner, Sec 31 T 4N R 3E SLBM

Diverting Works: North Morgan Canal

Source: Echo Reservoir

Rediversion POD

50: S 2475 ft E 1650 ft from NW corner, Sec 31 T 4N R 3E SLBM

Diverting Works: Weber Canal (below Echo Reservoir)

Source: Echo Reservoir Storage

51: N 2300 ft E 230 ft from SW corner, Sec 31 T 4N R 3E SLBM

Diverting Works: South Morgan Canal

Source: Echo Reservoir

52: N 1530 ft E 500 ft from SW corner, Sec 33 T 4N R 4E SLBM

Diverting Works: Stephens Ranch (Canal)

Source: Echo Reservoir

53: N 1811 ft E 1679 ft from SW corner, Sec 30 T 5N R 1E SLBM

Diverting Works: Davis and Weber Canal (Weber River)

Source: Echo Reservoir Storage

54: N 1216 ft E 323 ft from S4 corner, Sec 25 T 5N R 1W SLBM

Diverting Works: Weber Diversion Canal

Source: Echo Reservoir Storage

55: N 1155 ft W 2045 ft from SE corner, Sec 25 T 5N R 1W SLBM

Diverting Works: Uintah Central Canal (Weber River)

Source: Echo Reservoir Storage

56: S 1190 ft W 2080 ft from NE corner, Sec 28 T 5N R 1W SLBM

Diverting Works: Riverdale Bench Canal (Weber River)

Source: Echo Reservoir Storage

57: N 2178 ft W 136 ft from SE corner, Sec 30 T 5N R 1W SLBM

Diverting Works: Pioneer Ditch (Weber River)

Source: Echo Reservoir Storage

58: N 1650 ft W 2300 ft from SE corner, Sec 31 T 5N R 2E SLBM

Diverting Works: Wooley Ditch (Weber River)

Source: Echo Reservoir Storage

59: N 1370 ft E 578 ft from S4 corner, Sec 27 T 5S R 3E SLBM

Diverting Works: Olmsted Flowline

Source: Echo Reservoir Storage (via Weber-Provo Canal)

60: S 147 ft W 189 ft from NE corner, Sec 7 T 5S R 4E SLBM

Diverting Works: Salt Lake Aqueduct

Source: Echo Reservoir Storage (via Weber-Provo Canal)

61: S 2130 ft E 280 ft from NW corner, Sec 22 T 6N R 1W SLBM

Diverting Works: Western Canal (Weber River)

Source: Echo Reservoir Storage

62: N 740 ft E 540 ft from SW corner, Sec 23 T 6N R 1W SLBM

Diverting Works: North Ogden Canal (Weber River)

Source: Echo Reservoir Storage

63: N 1320 ft W 480 ft from SE corner, Sec 30 T 6N R 1W SLBM

Diverting Works: Wilson Canal (Weber River)

Source: Echo Reservoir Storage

64: S 2450 ft W 300 ft from NE corner, Sec 30 T 6N R 1W SLBM

Diverting Works: Plain City Canal (Weber River)

Source: Echo Reservoir Storage

65: S 1700 ft W 1600 ft from NE corner, Sec 23 T 6N R 2W SLBM

Diverting Works: Warren Canal (Weber River)

Source: Echo Reservoir Storage

Rediversion POD

66: N 1100 ft W 840 ft from SE corner, Sec 24 T 6N R 2W SLBM

Diverting Works: South Slaterville Canal (Weber River)

Source: Echo Reservoir Storage

67: S 621 ft W 913 ft from W4 corner, Sec 6 T 6S R 3E SLBM

Diverting Works: Provo Reservoir Canal

Source: Echo Reservoir Storage (via Weber-Provo Canal)

68: N 1070 ft E 641 ft from W4 corner, Sec 7 T 6S R 3E SLBM

Diverting Works: Provo Bench Canal

Source: Echo Reservoir Storage (via Weber-Provo Canal)

5. Water Uses

Irrigation

1: Beneficial Use Amount: 2.9997 acres and Group Total: 2.9997 acres

used: 03/15-11/15

6. Explanatory

PLACE OF USE: The PLACE OF USE is within the service area of the Weber River Water Users Association

- - - The Following Changes are Proposed (Hereafter) - - -

7. General

Quantity of Water: 9 ACFT

Source: Underground Water Well

County: Morgan

Common Description: Morgan County Fairgrounds

8. Points of Diversion - Changed as Follows

Underground POD

1: N 1001 ft E 1277 ft from W4 corner, Sec 31 T 4N R 3E SLBM

Diameter: 6 ins. Depth: 100 to 500 ft. Well ID#: 0

Source:

9. Water Uses - Same as Heretofore

10. Place of Use - Changed as Follows

(which includes all or part of the following legal subdivisions):

	NW¼				NE¼				SW¼				SE¼			
	N	N	S	S	N	N	S	S	N	N	S	S	N	N	S	S
	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E
Sec 31 T 4N R 3E SLBM		X		X												
Sec 31 T 4N R 3E SLBM	Lot 2															
Sec 31 T 4N R 3E SLBM	Lot 3															

11. Explanatory

Irrigation use at the Morgan County Fairgrounds.

12. Signature of Applicants:

The undersigned hereby acknowledge that even though they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein including maps and other documents attached, at the time of filing, rests with the applicants.

Morgan County

USA Bureau of Reclamation

Weber River Water Users Association



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

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

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

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

Legal Status of Grantee: Governmental Agency
Federal Tax ID: 876000306
Vendor #: 83870FB

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

2. **GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is to award grant funds pursuant to the Utah Cooperative Marketing Program ("Program"), as part of a public private partnership with Grantee. The goal of the Program is to leverage State and Grantee efforts to attract both in and out-of-state visitors to Utah to increase tourism expenditures.
3. **AUTHORITY:** This Agreement is entered pursuant to the UOT's authority under legislative appropriation. Terms used herein, but not defined, shall have the meanings set forth in the applicable State Code and Administrative Rule. The Board of Tourism Development has authorized Grantee to receive the Grant.
4. **CONTRACT PERIOD:**
Effective Date: August 29, 2025
Termination Date: April 1, 2027.
5. **CONTRACT AMOUNT:** The State approves the following Grant amount: \$73,906.00
6. **ATTACHMENTS INCORPORATED AND MADE PART OF THIS AGREEMENT:**
Attachment A – State of Utah Standard Terms and Conditions
Attachment B – Project Scope of Work
Attachment C – 2025 Cooperative Marketing Grant Guidelines
7. **INCORPORATION BY REFERENCE BUT NOT ATTACHED:** Grantee's application made to the Program and all State and Federal governmental laws, regulations, or actions applicable to the grant or allocation authorized by this Agreement, including but not limited to Utah Code § 59-1-1406 (records retention, examination by Utah State Tax Commission), Utah Code Title 63J (state budgeting).



AGREEMENT

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

GENERAL TERMS AND CONDITIONS

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

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

that the representations made to the State in the project application continue to be true (or, if there have been any material changes, the State has been advised of such changes and has agreed in writing to those changes).

13. **PROVIDING NOTICE TO STATE:** Award recipients are encouraged to communicate directly with the Community & Partner Relations team of the Utah Office of Tourism via uotgrants@utah.gov.
14. **MISCELLANEOUS.** This Agreement may be signed in counterparts. This Agreement represents the entire agreement between the parties, and there are no verbal representations made outside of the written terms of this Agreement. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the Parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal contract binding on the Parties and enforceable in accordance with its terms. This Agreement is not fully executed until all Parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

[The remainder of this page is intentionally left blank]

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

STATE:
UTAH OFFICE OF TOURISM
DEVELOPMENT

GRANTEE:
MORGAN COUNTY ECONOMIC

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

Name:
Title:
Date:

**GOVERNOR’S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:
Title:
Date:

**GOVERNOR’S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:
Title:
Date:

**APPROVED BY:
DIVISION OF FINANCE**

Name:
Date:
Contract number: 260632789

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS OR ALLOCATIONS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“Grant Money”** means money derived from funds appropriated under the State’s Utah Rural Jobs Act and paid or allocated to Grantee.
 - c. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, affiliates and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Agreement providing the Grant Money.
 - f. **“Subcontractors”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s affiliates, agents, subcontractors hired by Grantee, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Grantee and all acts performed under this Agreement will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Agreement. This includes documentation related to Grantee’s performance of the Agreement terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Agreement and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** In the performance of this Agreement, Grantee shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Agreement.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract to the extent caused by any intentional wrongful act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee’s liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and

(v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

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

expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

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

(Revision date: June 9, 2023)

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ATTACHMENT B: PROJECT SCOPE OF WORK

SCOPE OF WORK:

2026 Digital and Traditional Marketing Program

We will market all there is to see and do in Morgan County. This mountain gateway offers a captivating blend of outdoor adventure, historical significance, and small-town charm, making it an ideal destination for travelers seeking both excitement and tranquility. Situated less than an hour from Salt Lake City, Ogden, and Park City, Morgan Valley provides easy access to a variety of experiences that feel worlds away from urban life.

Outdoor Recreation: Morgan County is a haven for outdoor enthusiasts, boasting activities across all seasons.

- **Water Activities:** The Weber River offers some of Utah’s premier rafting and tubing experiences. Lost Creek State Park, featuring a wakeless reservoir, is perfect for kayaking, paddleboarding, and fishing.
- **Land Adventures:** Explore miles of trails suitable for hiking, trail running, and horseback riding in areas like East Canyon State Park and the Uinta-Wasatch-Cache National Forest.
- **Winter Sports:** In the colder months, enjoy snowshoeing, cross-country skiing, and sleigh rides, all set against the backdrop of the Wasatch Range.
- **Historical and Cultural Sites:** Morgan County is rich in history, offering numerous sites that reflect its storied past:
- **Pioneer Trails:** Follow the paths of the Donner-Reed Party and Mormon pioneers along the Mormon Pioneer Trail in East Canyon State Park.
- **Historic Landmarks:** Visit the Morgan Union Pacific Depot, a 1926 Mission/Spanish Revival building listed on the National Register of Historic Places, and the South Round Valley School, a one-room schoolhouse built in 1873.
- **Natural Wonders:** Marvel at Devil's Slide, a unique geological formation featuring two parallel limestone strata protruding from the mountainside.
- **Community Events and Local Culture:** Experience the local flavor through community events and markets:
- **Morgan Farmers Market:** Held monthly from June to November at the Scotsman Center in Mountain Green. This market features local crafts, specialty products, live music, food, games, and family-friendly activities.

Morgan County is an easily accessible getaway thanks to its proximity to major cities and its own public-use airport. By air, it’s located just 44 miles from Salt Lake City International Airport and features the local Morgan County Airport for smaller aircraft and private planes. By road, the county is well-connected through major highways and scenic byways, offering travelers picturesque mountain drives from surrounding areas.

Assets and mediums used to reach our t

- **Organic Social (Facebook & Instagram):** Facebook and Instagram posts for Morgan County, Utah tourism focusses on authentic, visually engaging content that tells the story of the county’s landscapes, people, and hidden gems. These posts highlight the quiet charm, outdoor recreation, and community spirit that set Morgan County apart, while encouraging exploration and interaction.

- **Google Ads (Search):** Google Search Ads for Morgan County will target high-intent users searching for outdoor recreation, Utah getaways, or nearby road trip ideas with specific keywords like “rafting near Salt Lake” or “quiet hiking trails Utah.”
- **Meta Ads (Facebook & Instagram):** Meta Ads on Facebook and Instagram allow Morgan County to reach highly targeted audiences based on interests like family travel, outdoor adventure, or scenic drives. Visually rich ads promote specific attractions, events, or seasonal activities with compelling imagery and calls to action.
- **YouTube:** YouTube ads let Morgan County tell immersive visual stories that highlight its natural beauty, outdoor experiences, and small-town charm. Short video placements target experience-seeking travelers already watching adventure, travel, or Utah-focused content.

The primary target market for Morgan County tourism encompasses several distinct audience segments, each drawn by the region’s unique offerings and authentic charm.

Outdoor enthusiasts and adventure seekers represent a core audience. Typically, adults between the ages of 25 and 55, including couples, friend groups, and solo travelers, are drawn to Morgan County for its abundant year-round recreational opportunities. Activities such as rafting, kayaking, hiking, trail running, horseback riding, snowshoeing, and cross-country skiing make places like Morgan Valley, Lost Creek State Park, and East Canyon particularly appealing. These visitors value natural beauty and active experiences in serene, less-commercialized settings.

Families with young children or teens are also a vital audience. These travelers are typically looking for safe, accessible outdoor experiences such as easy hikes, fishing, tubing, and paddleboarding, as well as events like local farmers markets. Morgan County’s small-town atmosphere and family-friendly environment provides an ideal setting for parents seeking low-stress vacations with built-in entertainment and opportunities to connect with nature.

History buffs and heritage travelers, often adults aged 40 and up, including educators and older couples, are attracted by the area’s rich cultural background and historic landmarks. Sites such as the Mormon Pioneer Trail, Devil’s Slide, and preserved structures like the South Round Valley School provide meaningful touchpoints for those interested in the region’s past. These travelers tend to seek depth and educational value in their experiences.

Drive-market weekend travelers include residents from nearby urban hubs like Salt Lake City, Ogden, and Park City, as well as out-of-state visitors from Idaho, Wyoming, and Colorado. These individuals are typically in search of short, refreshing getaways that offer scenic beauty, outdoor activities, and a slower pace. Morgan County’s easy accessibility and uncrowded nature make it an appealing destination for those looking to escape city life without extensive travel.

Finally, eventgoers and locals seeking community experiences form an important audience segment. These are residents of Morgan County and surrounding areas of all ages who are drawn to local events, music, food, and seasonal gatherings. Events such as the Morgan Farmers Market not only highlight local culture but also help foster a strong sense of place and community engagement, making these experiences equally appealing for visitors and residents alike.

Each of the proposed marketing strategies plays a distinct role in helping Morgan County attract new markets and audiences while promoting new areas and assets.

Organic social media management builds authentic connections with younger travelers, families, and outdoor enthusiasts by consistently sharing stories that reflect the county’s character. This channel is particularly effective for showcasing lesser-known areas, seasonal activities, and behind-the-scenes content that may not be suitable for traditional advertising. Through hashtags, geotags, and community engagement, social media allows the county to reach niche interest groups organically and cost-

effectively.

Google Search Ads target high-intent users who are actively looking for vacations, outdoor recreation, or Utah-based getaways. These ads can direct traffic to specific experiences, such as rafting in Morgan County or weekend escape ideas, expanding visibility well beyond local audiences. Keyword optimization and geographic targeting help attract regional and out-of-state visitors searching for exactly what the county has to offer.

Meta ads on Facebook and Instagram provide access to a broad demographic range — from millennials and Gen X families to retirees — across shared interests such as travel, nature, and family activities. These platforms are ideal for promoting new parks like Lost Creek State Park, seasonal events, and timely attractions through eye-catching visuals and clickable links. The targeting tools available allow for precise demographic, behavioral, and interest-based segmentation, including lookalike audiences and retargeting.

YouTube ads engage visually driven, experience-seeking audiences, particularly among Gen Z and millennials. Video storytelling is a powerful way to convey the adventure, natural beauty, and charm of Morgan County, making it an ideal format for promoting new and lesser-known assets. YouTube's targeting options — based on user interests, online behavior, and related video content — ensure these stories reach the right viewers.

Website updates are critical in ensuring a positive experience for all types of travelers, from detailed planners to spontaneous weekenders. The website can evolve as new pages and itineraries are added to highlight emerging attractions or seasonal experiences. In addition, optimizing site content for search engines helps broaden reach and draw organic traffic from outside the immediate region.

Influencer marketing taps into the loyal followings of trusted creators — from outdoor adventurers and family bloggers to regional travel enthusiasts. Influencers introduce Morgan County to new audiences through authentic, first-hand storytelling and visuals. By selecting creators who align with key demographics or interests (e.g., moms, hikers, road trippers), the county can strategically expand its reach.

Event marketing provides a time-specific draw for both local and out-of-area visitors with targeted interests, such as farmers markets, heritage festivals, or outdoor concerts. These events can serve as focal points to spotlight local culture and under-discovered destinations within the county. Event promotion also allows focused messaging by season or theme, helping encourage first-time visitation and supporting local pride.

Together, these strategies form a comprehensive and flexible marketing framework that introduces Morgan County to new audiences while diversifying the types of experiences and destinations being promoted.

To accommodate the Coop award from the Utah Office of Tourism, Morgan County made the following changes to its Scope of Work submitted in the 2025 UOT Coop application.

- Removed Google Display Ads which had a \$14,200 cost.
- Removed Billboards, which had a \$20,000 cost.
- Removed Print Ads, which also had \$20,000 allocated to them.
- We removed the \$10,000 photography line item.
- We reduced the spending on influencers down to \$4,612.
- Organic social media, Google search ads, Meta ads, and event marketing all remained untouched.

PROJECT DELIVERABLES:

Here are the primary goals and objectives of this tourism marketing project for Morgan County, Utah:

GOAL 1: Increase Tourism Visitation and Economic Impact

- **OBJECTIVES:**
 - Grow overall visitation year-round by promoting Morgan County as a premier outdoor and heritage destination.
 - Increase visitor spending by highlighting local businesses, events, and extended-stay opportunities.
 - Attract new markets, including out-of-state road trippers, adventure seekers, families, and history enthusiasts.

GOAL 2: Disperse Visitation Across the County

- **OBJECTIVES:**
 - Promote lesser-known areas such as Lost Creek State Park, Croydon, Mountain Green, and scenic backroads.
 - Use strategic messaging and media to reduce pressure on high-traffic areas and encourage exploration of the full county.
 - Create itineraries and content that evenly represent diverse experiences across the region.

GOAL 3: Strengthen Morgan County's Tourism Brand

- **OBJECTIVES:**
 - Build awareness through consistent branding and storytelling across all platforms.
 - Establish Morgan County as a distinct destination within Utah's tourism landscape, known for its natural beauty, outdoor recreation, and small-town charm.
 - Refresh the visual identity with high-quality photography and modern digital content.

GOAL 4: Enhance Digital Visibility and Engagement

- **OBJECTIVES:**
 - Drive traffic to ExploreMorganUtah.com.
 - Grow organic engagement through regular social media content and influencer collaborations.
 - Improve user experience and trip-planning tools on the website to convert interest into visits.

GOAL 5: Promote Events and Seasonal Travel

- **OBJECTIVES:**
 - Increase attendance at local events and markets through targeted promotions.
 - Extend the tourism season by highlighting winter and shoulder-season activities.
 - Use events as anchors to promote surrounding attractions and encourage overnight stays.

To measure the success of the tourism marketing campaign for Morgan County, Utah, we will use a blend of quantitative performance metrics and qualitative insights across digital, print, and on-the-ground initiatives. This comprehensive approach allows us to understand both the reach and the real-world impact of the campaign.

Website performance on ExploreMorganUtah.com is a key indicator. We'll monitor sessions and users to track increases in overall website traffic and the number of new visitors compared to previous periods. Top-performing pages and click paths will reveal which attractions, itineraries, and events are generating the most interest. Referral sources such as Google Ads, social media, and influencer content will help identify which platforms are driving the most traffic to the site. We'll also track conversion actions like visitor guide downloads to gauge how effectively the website is turning interest into action.

Paid media metrics across Google, Meta, YouTube, and display networks will provide insight into

campaign reach and engagement. Impressions and reach will show how many people were exposed to the messaging, while click-through rates (CTR) will indicate how compelling the ads were. Cost-per-click (CPC) will be used to measure the efficiency of media spend, and video views or completion rates will offer a sense of storytelling effectiveness on platforms like YouTube and Instagram.

For organic and influencer social media, we'll track follower growth and engagement across platforms, including likes, shares, comments, and saves. The reach and interaction generated by influencer posts will be measured to assess the value of partnerships. Additionally, we'll monitor the use of branded hashtags like #ExploreMorganUtah and the volume of user-generated content to understand organic interest and advocacy.

Event attendance and engagement will be another important success factor. We'll evaluate onsite attendance at local events or festivals that were promoted during the campaign, alongside online metrics such as event page clicks. Where possible, we'll collect post-event feedback through surveys or informal conversations to gain qualitative insight into the visitor experience.

Geographic and visitor dispersal data will help us assess how well the campaign encouraged exploration beyond Morgan County's most-visited spots. Website behavior and social media activity tagged by location will show which areas are gaining attention. We'll also use available trails, or attraction counts from partners or agencies to measure actual visitation to lesser-known sites.

Economic indicators, where available, will round out our performance picture. Lodging occupancy and revenue will be compared year-over-year to identify growth in overnight stays. Visitor spending estimates, using regional tourism data or state reports, will help quantify the campaign's financial impact. We'll also gather informal feedback from local businesses, such as outfitters, retailers, and restaurants, to get a ground-level sense of economic activity and visitor presence.

Together, these metrics will provide a well-rounded understanding of campaign performance, guide future strategy while demonstrating value to stakeholders.

BUDGET:

Vendor	Spend	Detailed Description	Co-op Funds	Applicant Funds	Total Cost
DestinationIQ	Out-of-State	Organic Social Media: Facebook and Instagram	\$33,000.00	\$33,000.00	\$66,000.00
DestinationIQ	Out-of-State	Google Search Ads	\$12,000.00	\$12,000.00	\$24,000.00
DestinationIQ	Out-of-State	Meta Ads	\$12,000.00	\$12,000.00	\$24,000.00
DestinationIQ	Out-of-State	YouTube Ads	\$6,600.00	\$6,600.00	\$13,200.00
DestinationIQ	Out-of-State	Updated and New Content on Website	\$3,000.00	\$3,000.00	\$6,000.00
DestinationIQ	Out-of-State	Influencers	\$2,306.00	\$2,306.00	\$4,612.00
Morgan County	In-State	Event Marketing	\$5,000.00	\$5,000.00	\$10,000.00
Cash Subtotals			\$73,906.00	\$73,906.00	\$147,812.00
				Agreement of Cash Amounts	\$0.00

ATTACHMENT C – 2025 COOPERATIVE MARKETING GRANT GUIDELINES





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11. Memorandum of Understanding
12. Payment & Reporting
13. Utah Logo Guidelines

Questions?
uotgrants@utah.gov
[Co-op Webpage](#)



PREPARATION

(1) Background

Purpose

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

History

Established in 2005, Utah's Cooperative Marketing Grant has funded 1,093 applications with a total of \$65,398,453.46, boosting the state's brand to \$130,796,906.92 million in marketing dollars. This program partners the Utah Office of Tourism (UOT) with local tourism organizations, such as convention and visitor bureaus and non-profit events, to enhance visitor spending through competitive match marketing grants.

2025 Funding Breakdown

Current TMPF Funds Available: \$4,064,560

Additional Rollover Funds: *TBD*

Non-DMO Funding Available: *Capped at \$750,000*

In-State vs. Out-of-State Marketing

Each entity can apply for up to \$225,000 annually. To ensure that sufficient cooperative marketing dollars are available to Utah's Destination Marketing Organization (DMO) partners, the funding available for eligible non-DMOs is capped at \$750,000.

Entities classified as a Destination Marketing Organization (DMO) may apply **25% or \$50,000, whichever amount is greater**, of their **total project** (Co-op Award + Exact Match, or nearly exact match) to in-state marketing efforts. All other types of eligible applicants may apply **15% or \$35,000, whichever amount is greater**, of their **total project** (Co-op Award + Exact Match, or nearly exact match) to in-state marketing efforts. Expenses exceeding these caps will reduce the award amount. Applicants are required to identify the total amount of their total project (Co-op Award + Exact Match, or nearly exact match) dollars to be spent in-state versus out-of-state on their application and on the final report.

Partnering with DMOs

Nonprofits and events are strongly encouraged to partner with their local Destination Marketing Organization (DMO) to be included in the DMO's overall grant request or to be referred to other applicable grants. At the very least, non-DMO applicants must submit a letter of support from their local DMO or, if no DMO exists, from the County Commission.



One Application per Organization

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

No single entity may request more than \$225,000 in matching funds.

(2) Eligible & Ineligible Applicants

Eligible Applicants

To qualify, applicants must be cities or counties in Utah, non-profit destination marketing organizations (DMOs), or similar public entities focused on tourism promotion in Utah. They must be exempt from Federal Income Tax under Section 501 of the IRS Code for at least one year. Eligible organizations include DMOs, Chambers of Commerce, Convention and Visitors Bureaus, Regional Tourism Organizations, federally recognized tribes, or public sector entities like events, festivals, associations, attractions, and entertainment venues.

Key requirements include:

- Entities cannot act as fiscal agents for non-qualified groups.
- For applications involving multiple partners, the largest financial contributor must be the primary contact, and the qualified entity must match this contributor's amount. Partnership applications count toward each entity's funding cap.
- Co-op funds cannot be matched with other state funds. Please note that the Utah Sports Commission is NOT an eligible funding partner.
- Applicants must disclose their matching funds and any state support received.

Each organization may submit only one Co-op application for funding consideration; however, joint applications involving two or more Co-op applicants will be permitted to submit an additional application.

Ineligible Applicants

For-profit organizations and individuals are ineligible to apply for this grant and are kindly requested to refrain from submitting applications.

(3) Eligible & Ineligible Projects

Eligible Projects

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



Examples of Eligible Projects

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

Ineligible Projects Examples

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

Please keep in mind that the intent is to spend on marketing that brings visitors to your area, not the things they see or get once they are already there.



(4) Matching Funds

UOT will match 50% of the total project cost, with a maximum of \$225,000 in Co-op funds available per entity. All matching funds from a single entity count towards this \$225,000 limit. Each organization may submit only one Co-op application for funding consideration; however, joint applications involving two or more Co-op applicants will be permitted to submit an additional application, though no organization will receive more than \$225,000 in total award monies.

Applicants must match their Co-op request with non-state funds. In-kind gifts are acknowledged but not counted as part of the match. Financial commitment letters must be signed and submitted on the contributor's letterhead.

(5) Deadlines

2025 Guidelines are Released - March 2025 (Partner Newsletter & [Co-op Website](#))

Applicant Webinar - May 6th, 2025 at 1:00 p.m. (Virtual - Details on Website)

Application Opens - May 19th, 2025 at 9:00 a.m. MT

Application Deadline - June 27th, 2025 at 5:00 p.m. MT

Oral Interviews - July 28th-30th, 2025

Awards Announced - August 8th, 2025

APPLICATION & SCORING

(6) Application

Applying Via the Salesforce Portal

In 2023, the Utah Office of Tourism moved the Cooperative Marketing Grant application process to Salesforce, aligning it with other GOEO grants. The application format is similar to what applicants experienced in Simpleview, but the URL and login details have changed. The old Simpleview Extranet link and login credentials will no longer work.

If applicants have applied for a GOEO grant before (like the Utah Outdoor Recreation Grant), they should use their existing login information. New users should select "New User?" to create an account.

Access the application portal at: goed.my.salesforce-sites.com/econ

Introducing the Tri-View

Introducing the [Tri-View](#), a pivotal tool designed to illuminate the interconnectedness of the Cooperative Marketing Grant (Co-op) process. This resource serves as a comprehensive tool for applicants, committee members, and staff, providing a clear and concise understanding of how the grant guidelines, application questions, and evaluation



scorecard work in unison. By visualizing the relationship between these three critical components, the Tri-View clarifies the application process, ensuring transparency and fostering a more equitable evaluation.

For Co-op applicants, the Tri-View is an invaluable asset for crafting stronger, more compelling applications. It empowers applicants to directly align their responses with the grant guidelines, demonstrating a clear understanding of the program's objectives. Furthermore, it reveals how each application question will be assessed and scored, enabling applicants to strategically allocate their efforts and maximize their potential for success. By providing a holistic view of the Co-op process, the Tri-View facilitates a more informed and strategic approach to grant applications, ultimately leading to more impactful and successful marketing initiatives.

ROI and Budget Worksheets

Please note that the (1) ROI Worksheet and (2) Budget Worksheet have been separated into two worksheets to provide clarity for the scoring breakdown. Both must be completed. For the Budget Worksheet, applicants are encouraged to provide a detailed budget breakdown rather than one line item. Applicants must be thorough, as this is a comprehensive budget.

(7) Interview

Purpose

As part of the application process, applicants requesting a cumulative amount of more than \$20,000 are strongly encouraged to participate in an interview with the Co-op Committee. The interview is designed to positively impact the applicant's score, offering an opportunity for the applicant to clarify anything on the application, providing a valuable mentoring opportunity rather than being focused on presentation or "wow" factors. The committee will use this time to discuss project details, provide insights, and support applicants in maximizing their potential for success.

How to Prepare

Applicants should come prepared to give the Committee a five minute overview of their application - keeping in mind that the Committee has already read through the application- and five minutes of Q&A. Questions may pertain to ROI, guideline restrictions, additional clarification, etc.

(8) Scoring Parameters & Process

≥ 70%

Applications must receive a score of 70% or higher by the majority of the committee members to be eligible for funding. Applications receiving an average score of less than 70% will not be considered for funding.



Point System

Applications will be scored based on the following point system:

Scope of Work - 38 points
Deliverables & Outcomes - 48 points
Budget - 14 points
Interview - Additional points possible

Total Points Possible - 100 points

Please refer to the [Tri-View](#) for a more detailed breakdown of how questions will be assessed and scored.

Applications \$20K and Under

Utah Office of Tourism staff score and determine the level of funding for applications requesting \$20,000 or less.

Applications Over \$20K

The Co-op Committee reviews and scores qualified applications requesting more than \$20,000.

Additional Review

Entities that receive substantial appropriations from the Utah State Legislature in the same year they are applying for matching Co-op money are subject to additional review and consideration by the Co-op Committee to ensure proposals meet the intent of the program. Please alert the staff by email uotgrants@utah.gov if this is relevant.

(9) Helpful Hints

Start Early

- Gather all the required attachments beforehand to make filling out the application easier; Required attachments include:
 - List of Board Members
 - Federal Tax Exemption
 - Project Budget, ROI and Co-op History (New Required Spreadsheet)
 - Financial Audit/Balance Sheet
 - Letters of Financial Commitment
 - Letters of Project Support

Stay on Track

- Save the application often while working on it.



- Do not submit the application until it's 100% complete as changes can no longer be made once it's submitted.

Leverage the [Tri-View](#)

- Understanding the Co-op guidelines and scoring breakdown as you answer each question will help you craft a stronger application.

(10) Funding Decision

Award Announcement

The Board of Tourism Development's funding decision will be announced at the August board meeting. Details on the Utah Office of Tourism's board meeting dates and locations can be found [here](#).

No Guarantee of Funding

There is no guarantee that all applicants will be awarded funds. Even though a project may qualify, limited funds may not allow all projects to receive assistance. Any and all decisions regarding awarding of funds are at the discretion of the Co-op Committee, Board of Tourism Development, and the Utah Office of Tourism and are final.

The Co-op Committee reserves the right to adjust funding parameters in accordance with the number of proposals received and available funds.

NEXT STEPS

(11) Memorandum of Understanding

If the applicant is awarded less than the original requested amount, they may be required to submit a statement adjusting their scope of work and budget to reflect the amount being awarded.

A Memorandum of Understanding (MOU) will then be issued to all recipients of Co-op funding. Upon UOT's receipt of the signed MOU, it will be submitted for a contract number and will have an ending date of **April 1, 2027 at 5:00 pm MST**. While this is the final deadline, recipients are encouraged to submit their final report upon project completion.

(12) Payment & Reporting

Initial Payment

Payment on the award is made in two installments. For the initial payment, **50%** of the award amount can be invoiced via Salesforce anytime after the MOU has been signed.

Obtaining Branding Approval



All marketing collateral produced by recipients' Co-op projects (**Co-op Award + Exact Match, or nearly exact match**) must feature the state brand.

Recipients are required to submit drafts of said collateral to uotgrants@utah.gov for approval **before** publication or printing. UOT's Grants Specialist will ensure that this step has been followed before reviewing and approving the recipient's final report. See Section 13 (Utah Logo Guidelines) for additional information on expectations regarding the use of UOT's logos.

Progress

In the event that a recipient cannot complete their project as approved, or changes to scope are needed, the recipient is required to notify UOT staff promptly by emailing uotgrants@utah.gov and submit proposed changes or modifications for approval.

Final Payment & Report

The remaining **50%** of the award will be issued when the Co-op recipients have successfully executed the approved project and their final report has been approved by UOT's Grants Specialist. All recipients must complete the final report form in the Salesforce portal by **April 1, 2027 at 5:00 pm MST**. Recipients who have failed to complete and submit their report by April 1, 2027 are not eligible to apply in future funding rounds until the report has been submitted and approved.

(13) Utah Logo Guidelines

The Cooperative Marketing Grant aims to promote both the recipient's project and Utah's brand, which is why UOT's logos must be used in accordance with UOT's [Brand Guidelines](#).

Drafts of all materials produced by the project (Co-op Award + Exact Match, or nearly exact match) require UOT's approval **before** printing or publication. Drafts must be sent to uotgrants@utah.gov. Recipients should allow at least five business days for approval. UOT may deny Co-op funding or logo-use if the content is deemed inappropriate or negative towards Utah. In such cases, denied funds may be reallocated or reduced as necessary.

Recipients should note that UOT reserves the right to use recipients' Co-op marketing collateral in its own marketing and presentations.

Recipients should review UOT's [Brand Guidelines](#) as well as the following sections that pertain to their specific project before beginning project creation to ensure compliance with all branding regulations and expectations.



All Projects - IMPORTANT

All recipients of the Co-op Marketing Grant must display the Utah-Life Elevated logo on their website, linking it to www.visitutah.com. The UOT logo and link should be prominently placed and visible for the entire duration of the Co-op marketing project.

Billboards

Billboards must display the official Utah-Life Elevated logo at a size that is clearly readable to the passing motorist. Applicants must also specify the location and dates of the billboard display.

Digital Ads

Realizing that digital ads are usually too small to include the official Utah-Life Elevated logo, the UOT requires the Utah logo with a link to www.visitutah.com in your application, be included on the landing page linked to the digital ad. Nofollow links are not allowed. Screenshots of the landing pages linked to the digital ads are required for logo approval.

Partner Logos

Logos of applicants and partners (including private businesses) must be declared in the application and approved by the UOT. Logos representing alcoholic beverages, tobacco products, and/or sexually-oriented products and services will not be permitted with the Utah logo.

Print and Publications

All print ads must contain either the Utah-Life Elevated logo. Generally, the size of the Utah logo should be commensurate with the size of the applicant's logo but not less than 1.25" in length as is required in the [Utah-Life Elevated Logo Guidelines](#). Applicants must specify the newspaper/publication name, size of the ad, market reach, and anticipated issue dates.

Press Releases

Press releases related to Co-op projects must feature the state logo.

Radio Ads

Radio ads must constrain the credit line "produced in cooperation with the Utah Office of Tourism." The credit line should take 3 to 5 seconds to pronounce and must be clear and easy for the listener to hear. Applicants must also include market reach and frequency.

TV Ads

The products must display the official Utah-Life Elevated logo for a minimum of 5 seconds, typically just at the end of the ad. The logo must be clearly legible and prominently displayed. Generally, the size of the Utah logo should be commensurate with the size of the partner logo. Applicants must include market reach and frequency.



Websites and Website Content

Websites, as well as website content and articles, created or revised using Co-op dollars must contain the official Utah-Life Elevated logo prominently displayed in a place the web visitor will likely view (homepage) for a minimum of one year. The Utah logo should also link to www.visitutah.com. Native content must also contain the official Utah-Life Elevated logo linked to www.visitutah.com. Co-op funds cannot be used for web hosting or general maintenance. Nofollow links are not allowed.



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: 9/16/25 Time Requested: 20 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – Rollins Ranch DA, Fifth Amendment: A request for a minor amendment to a street layout depicted within the conceptual development plan for the Rollins Ranch Development Agreement, which is identified by parcel number 00-0063-3521 and serial number 03-005-029, and is approximately located at 6113 N Hidden Valley Rd in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☒
☒
☒
☐

PUBLIC HEARING
PUBLIC MEETING

☐
☒



COUNTY COMMISSION PUBLIC
MEETING

ROLLINS RANCH DEVELOPMENT AGREEMENT,
FIFTH AMENDMENT
SEPTEMBER 16, 2025

Staff: Joshua Cook, AICP
Public Meeting
September 16, 2025

Application No.:	25.037
Applicant	Ty Reese, Durbano Group
Owner:	Fernwood LC
Project Location:	Approx. 6113 N Hidden Valley Rd
Date of Application:	July 18, 2025
Current Zoning:	Residential (R1-20) and Rural Residential (RR-1)
Acreage:	Approx. 250 acres
Request:	Amendment to the Development Agreement to revise road alignment for improved safety and to accommodate existing infrastructure.

REQUEST:

A request for a minor amendment to a street layout depicted within the conceptual development plan for the Rollins Ranch Development Agreement, which is identified by parcel number 00-0063-3521 and serial number 03-005-029, and is approximately located at 6113 N Hidden Valley Rd in unincorporated Morgan County.

PLANNING COMMISSION SUMMARY:

The Planning Commission heard this item at their regularly scheduled meeting on August 28th, 2025. There were several comments made during the public hearing portion of the meeting. Public comments focused on safety concerns related to increased traffic, speeding, and the proposed realignment of the road. Many opposed creating double- or triple-frontage lots, citing their rarity in the area and negative impact on adjacent homeowners. Speakers urged reconsideration of the proposed relocation of the road, advocating instead for use of the existing four-way intersection at Hidden Valley Road and Ranch Boulevard to preserve neighborhood character and reduce disruptions. The applicant explained that the proposed road shift was based on engineering recommendations to improve visibility and safety, noting that the original alignment included tight curves and steep slopes that could hinder drivers' ability to see pedestrians or other vehicles. The Planning Commission's discussion focused on road safety, grading, and visibility concerns, while also questioning why the alignment change was only now being proposed and whether a traffic study had been conducted.

Members raised concerns about the impact on neighboring properties and the creation of a potential triple-frontage lot, while noting that the pump house prompting the road realignment appeared to be a self-inflicted issue by the developer. The applicant was not given an opportunity to comment on the issue of the pump house. The Commission voted unanimously to recommend denial of the application with a 6-0 vote; Chair Maloney abstained from voting. The Planning Commission issued the following findings along with their recommendation:

- That the road realignment would negatively impact neighboring properties
- That existing safety concerns could be addressed through traffic control measures rather than a redesign
- That the placement of the pump house that prompted the change was a self-inflicted issue by the developer
- That it remains feasible to retain the road in its originally approved location

ATTORNEY GUIDANCE:

Development Agreement Review:

Amendments to a development agreement can be either legislative, administrative, and/or contractual.

Applicable law:

Whether a governmental action involving a Development Agreement (DA) or related instrument should be classified as legislative, administrative, and/or contractual, with corresponding implications for process, standards of review, and referendum.

Classification of Development Agreement–Related Actions

- **Legislative:**
Actions that establish generally applicable land-use rules are legislative. See *Krejci v. City of Saratoga Springs*, 2013 UT 74, ¶¶ 28–30, 322 P.3d 662 (holding that site-specific rezonings are legislative because they establish general rules binding present and future landowners); *Baker v. Carlson*, 2018 UT 59, ¶¶ 41–44, 428 P.3d 850 (holding that approval of a Site Development Master Plan was legislative because it prescribed land-use, density, and circulation rules requiring policy balancing). Although approval of a Development Agreement is generally administrative, the Utah Supreme Court has found that development agreement or amendments to development agreements that prescribe site-wide rules for land use, density, and circulation, functions as land use regulation. In that respect they are legislative in character, and subject to the referendum power. *Baker v. Carlson*, 2018 UT 59, ¶ 45, 428 P.3d 850.

- **Administrative:**

Actions that apply existing rules to identified parties or that execute or amend Development Agreement terms are administrative. *Baker v. Carlson*, 2018 UT 59, ¶¶ 52–54, 428 P.3d 850 (distinguishing administrative ADL/DA approval from legislative SDMP adoption, noting that government’s decision to contract with a specific entity is not legislative). Additionally, approval of an amended Development Agreement that applies an already-adopted master plan to the obligations of specific parties is fundamentally administrative because it involves applying existing standards to the facts of a particular case, not weighing broad, competing policy considerations.” *Baker v. Carlson*, 2018 UT 59, ¶¶ 52–54, 428 P.3d 850; *Krejci v. City of Saratoga Springs*, 2013 UT 74, ¶ 34, 322 P.3d 662.

- **Contractual:**

Actions concerning the inheritance or assignment of Development Agreement rights are contractual, controlled by the agreement’s text rather than general zoning principles. *LD III v. Mapleton City*, 2020 UT App 41, ¶¶ 36–39, 463 P.3d 123 (holding that DA benefits did not survive foreclosure because assignment required City approval; “runs with the land” language could not override express transfer conditions). More broadly, because a Development Agreement is a negotiated contract, amendments to it require the consent of both parties. Even if a proposed change qualifies as a “minor amendment” under § 155.464(B)(3), the County is not compelled to approve it. As the Utah Supreme Court explained in *Baker v. Carlson*, 2018 UT 59, ¶ 54, the government’s decision to contract is administrative but remains discretionary; “the government is not required to contract with a particular entity.”

Application to Street Relocation in Conceptual Plan

Section MCC 155.464(B)(3) expressly provides that “rearrangement of the proposed lot and street layouts” may be processed as a minor amendment, subject to limits on unit count, height, and other thresholds. Under the ordinance, such requests are treated as administrative actions, not rezonings.

This classification is consistent with Utah case law distinguishing between legislative, administrative, and contractual acts:

- In *Baker v. Carlson*, 2018 UT 59, ¶¶ 52–54, 428 P.3d 850, the Court held that execution or amendment of a Development Agreement is administrative because it applies existing law to specific parties.
- Similarly, *Krejci v. City of Saratoga Springs*, 2013 UT 74, ¶ 28, 322 P.3d 662, emphasized that when approval is constrained by fixed criteria rather than open-ended policy balancing, the action is administrative.

Here, the conceptual development plan is incorporated into a Development Agreement between the County and the developer. A proposed street relocation is therefore properly classified as administrative: it falls within the type of “rearrangement” recognized by § 155.464(B)(3), and it does not create new, generally applicable zoning standards.

Discretion to Deny

However, that does not compel approval. Because the street layout is part of a negotiated Development Agreement, amendments require the consent of both parties. The County Commission, acting in its capacity as the County's governing body, retains discretion to withhold agreement to the amendment even if it qualifies as "minor" under the ordinance.

Referendum Implications

Because the proposed street relocation constitutes an administrative amendment to a Development Agreement under § 155.464(B)(3), it is not subject to referendum. As the Utah Supreme Court explained in *Baker v. Carlson*, 2018 UT 59, ¶ 54, "the government's decision to contract with a particular entity is administrative, not legislative," and therefore not subject to the people's referendum power.

Conclusion

The proposed relocation of an access street in the conceptual development plan is properly classified as an administrative amendment under § 155.464(B)(3). Nevertheless, because the conceptual plan is incorporated into a Development Agreement, the County Commission retains discretion to deny the amendment. Approval cannot be compelled by the applicant.

SUMMARY:

Staff received an application proposing an amendment to the Rollins Ranch Development Agreement. Currently, the subdivision spans over 250 acres. The request pertains to a minor amendment to the development agreement associated with the Ponderosa Property, specifically amending the Concept Plan in Exhibit C (as referenced in the Fourth Amendment). The updated plan, shown in the attached Exhibit A, allows for revised road placement where it connects to Ranch Blvd. While this is a legislative application, it is being processed administratively in accordance with § 155.464(B)(3), which allows administrative approval of rearrangements to proposed lot and street layouts, provided other thresholds are not exceeded. Public comments may be made during the general comment portion of the meeting at which this item appears on the agenda; it will not be scheduled for a separate public hearing.

The applicant submitted the following narrative:

"The east alternative shown in this pdf is from a concept that we did early in the project. The east alignment is based on the development agreement that turns to go up the draw rather than going straight up the hill. This alignment also avoids the irrigation pump house. In order to avoid the pump house and avoid going up the steep hill, the road has tighter curves including (2) 150-ft radius back-to-back curves. The new west alignment has a 190-ft radius curve followed by a 500-ft radius curve. The larger radius curves in the new west alignment are safer for vehicle site distance especially on a residential street when there are vehicles parked on the side of the street and with kids playing in the neighborhood. The larger radius curves will help with driver visibility when there are obstructions in the road and/or kids playing."

“The proposed amendment should not change the character of the zone but will provide a safer ingress/egress to the subdivision.”

The applicant has submitted the following text for the proposed amendment:

1. Concept Plan. The Concept Plan attached to the Development Agreement as Exhibit C and in the Fourth Amendment is supplemented and/or amended as it applies to the Ponderosa Property to be as it appears in the attached **Exhibit A**, which by this reference is incorporated into this Addendum, which among other things allows for the placement of the road in a more appropriate location as it connects to Ranch Blvd., see the attached Plan and drawing Exhibit A.

2. Amended Road Plan Shall be as Follows: *The original road has tighter curves including (2) 150-ft radius back-to-back curves and is a safety to concern due to the lack of visibility and increasingly so if there are parked cars on the side of the road. This road placement will create significant safety concerns and will make it difficult for children, pets or on coming traffic. This will be especially arduous to stop quickly during inclement weather and/or when parked cars on the side of the road which will create further visibility issues. The west alignment shall have a 190-ft radius curve followed by a 500-ft radius curve. This change is made to facilitate e larger radius curves in **the new west alignment which will be safer for vehicle site distance** especially on a residential street when there are vehicles parked on the side of the street and with children playing in the neighborhood. The larger radius curves will improve driver visibility during inclement weather/obstructions in the road and/or kids playing.*

3. Miscellaneous. This Addendum is supplemental to the Fourth Amendment and contains the entire understanding of County and Fernwood and supersedes all prior oral or written understandings relating to the subject matter set forth herein. This Addendum may be executed in counterparts, each of which shall be deemed an original. This Addendum shall be binding upon and shall inure to the benefit of County and Fernwood and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. In all respects, other than as specifically set forth in this Addendum, the Fourth Amendment and the Development Agreement and its applicable amendments shall remain unaffected by this Amendment and shall continue in full force and effect, subject to the terms and conditions thereof.

STAFF RECOMMENDATION:

Staff recommends approval of the applicant's proposal to amend the Development Agreement, which includes revise road alignment for improved safety and to accommodate existing infrastructure. Based on this review, staff presents the following findings and recommendations for consideration:

Findings:

- 1. That the proposal is not detrimental to the health, safety, and welfare of the public.*
- 2. That the revised road alignment improves vehicle sight distance and driver visibility through the use of wider curve radii.*

3. *That the new alignment avoids conflicts with existing infrastructure, including the irrigation pump house, and reduces impacts to steep terrain.*
4. *That the amendment is consistent with the intent of the Development Agreement and maintains access within the originally contemplated area.*
5. *That the amendment does not change the approved number of lots or increase the overall density of the subdivision.*

PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on August 18, 2025; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on August 18, 2025.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on August 18, 2025.
- ✓ A sign was posted on the site on August 18, 2025.

SAMPLE MOTIONS:

Recommended Motion for *Approval* – “I move we approve an amendment to the Rollins Ranch Subdivision Development Agreement, to revise road alignment for improved safety and to accommodate existing infrastructure, as listed in the staff report, based on the text listed in Exhibit C of the staff report dated September 16, 2025.”

Recommended Motion for *Approval with Additional Changes* – “I move we approve an amendment to the Rollins Ranch Subdivision Development Agreement, to revise road alignment for improved safety and to accommodate existing infrastructure, as listed in the staff report, based on the text listed in Exhibit C of the staff report dated September 16, 2025, with the following corrections:”

1. List any corrections...

Recommended Motion for *Denial* – “I move we deny an amendment to the Rollins Ranch Subdivision Development Agreement, not allowing for a revision to the road alignment *due to the following findings:*”

1. List any additional findings...

SUPPORTING INFORMATION

Exhibit A: Rollins Ranch Development Agreement - Recorded

Exhibit B: Rollins Ranch Development Agreement Amendment - Proposal

Exhibit C: Exhibit C-1 of Rollins Ranch Development Agreement, 4th Amendment

Exhibit D: Proposed Rollins Ranch Subdivision Plat

Exhibit A: Rollins Ranch Development Agreement - Recorded

November 20, 2006

When Recorded, Please Return to:

Morgan County
Attention: County Attorney
48 West Young Street
Morgan, Utah 84050

DEVELOPMENT AGREEMENT
FOR ROLLINS RANCH,
MORGAN COUNTY, UTAH

THIS DEVELOPMENT AGREEMENT FOR ROLLINS RANCH, MORGAN COUNTY, UTAH (this "Agreement") is entered into as of this 20 day of November, 2006, by and between ROLLINS RANCH, L.L.C., a Utah limited liability company ("Developer"), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through its County Council (the "County").

RECITALS:

A. Developer owns or has the contractual right to acquire approximately 249 acres of land, located in Morgan County, Utah, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), on which Developer has proposed the development of a master planned community in accordance with the site plans attached hereto as "Exhibit "B" (the "Site Plan").

B. Pursuant to a duly noticed public hearings on May 14, 2005 and August 11, 2005, the County's Planning Commission voted to recommend to the County Council that the Property be rezoned from A-20 and MU-160 to RR-1 and RR-5.

C. Pursuant to a duly noticed public hearings on June 14, 2005 and September 6, 2005, the County Council considered and adopted the recommendation of the County's Planning Commission and the Property was rezoned from A-20 and MU-160 to RR-1 and RR-5 (the "Zone Change").

D. Pursuant to the County's Land Use Management Code Chapter 48 (the "PRUD Ordinance") the Developer submitted to the County, and after appropriate public hearings the [Concept Plan] attached hereto as "Exhibit "C" and made a part hereof (the "Concept Plan"), and the County has approved the Concept Plan.

Exhibit B: Rollins Ranch Development Agreement Amendment - Proposal

Recording Requested by and
When Recorded Return to:
Morgan County
Attn: Morgan County Attorney
48 West Young Street
Morgan, Utah 84050

For Recording Purposes
Do Not Write above this Line

**ADDENDUM, MODIFICATION, REFINEMENT
AND/OR SUPPLEMENT
TO
FOURTH AMENDMENT
TO
DEVELOPMENT AGREEMENT
FOR
ROLLINS RANCH
MORGAN COUNTY, UTAH
RE: The Ponderosa/Fernwood**

This Addendum, Modification, Refinement and/or Supplement to Fourth Amendment to Development Agreement for Rollins Ranch ("Addendum") is made effective as of ____
_____, 20____, by and among Morgan County, a political subdivision of the State
of Utah ("County") and Fernwood, L.C. ("Fernwood").

RECITALS

Fernwood and County wish to modify, refine and/or supplement the Fourth Amendment dated 30th of November, 2014, to allow Fernwood to proceed to develop Ponderosa Phase II and agree to amend the Fourth Amendment and Development Agreement as it affects Fernwood and the Ponderosa Property as follows.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Fernwood hereby agree as follows:

1. Concept Plan. The Concept Plan attached to the Development Agreement as Exhibit C and in the Fourth Amendment is supplemented and/or amended as it applies to the Ponderosa Property to be as it appears in the attached **Exhibit A**, which by this reference is incorporated into this Addendum, which among other things allows for the placement of the road in a more appropriate location as it connects to Ranch Blvd., see the attached Plan and drawing Exhibit A.

2. Amended Road Plan Shall be as Follows: *The original road has tighter curves including (2) 150-ft radius back-to-back curves and is a safety to concern due to the lack of visibility and*

increasingly so if there are parked cars on the side of the road. This road placement will create significant safety concerns and will make it difficult for children, pets or on coming traffic. This will be especially arduous to stop quickly during inclement weather and/or when parked cars on the side of the road which will create further visibility issues.

*The west alignment shall have a 190-ft radius curve followed by a 500-ft radius curve. This change is made to facilitate e larger radius curves in **the new west alignment which will be safer for vehicle site distance** especially on a residential street when there are vehicles parked on the side of the street and with children playing in the neighborhood. The larger radius curves will improve driver visibility during inclement weather/obstructions in the road and/or kids playing.*

3. Miscellaneous. This Addendum is supplemental to the Fourth Amendment and contains the entire understanding of County and Fernwood and supersedes all prior oral or written understandings relating to the subject matter set forth herein. This Addendum may be executed in counterparts, each of which shall be deemed an original. This Addendum shall be binding upon and shall inure to the benefit of County and Fernwood and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. In all respects, other than as specifically set forth in this Addendum, the Fourth Amendment and the Development Agreement and its applicable amendments shall remain unaffected by this Amendment and shall continue in full force and effect, subject to the terms and conditions thereof.

[Signatures appear on the next two pages.]

IN WITNESS WHEREOF, this Addendum has been executed as of the date first set forth above.

FERNWOOD:

FERNWOOD, L.C.

By: _____
Name: Douglas M. Durbano
Title: Manager

FERNWOOD ACKNOWLEDGEMENT

State of Utah)
) SS
County of Davis)

On this _____ 20____, before the undersigned notary public in and for the State of Utah, personally appeared before me Douglas M. Durbano, known or identified to me as the Manager of Fernwood, L.C. and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand seal the day and year first above written.

Notary Public for Utah
Residing in: _____
My Commission Expires: _____

COUNTY:
ORGAN COUNTY

By: _____
Name:
Title:

Attest:

County Clerk

COUNTY ACKNOWLEDGEMENT

State of Utah)
) SS
County of Morgan)

On this _____ 20____, before the undersigned notary public in and for the State of Utah, personally appeared before me _____, known or identified to me as the _____ of Morgan County and the person who executed the foregoing instrument and acknowledged to me that Morgan County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand seal the day and year first above written.

Notary Public for Utah
Residing in: _____
My Commission Expires: _____

[Click here to view a full-size .pdf version of the Plat](#)



[Click here to view a full-size .pdf version of the Plat](#)





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: 9/16/25 Time Requested: 15 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – WPR Phase 6A Final Plat – A request for final plat approval of a subdivision of 36 lots, which is identified by parcel numbers 00-0093-1280, 00-0091-4038, 00-0002-6722, and 00-0001-1583 and serial numbers 12-004-008-01-1, 12-005-072-03-2, 12-005-071, and 12-004-009, and is approximately located at 5086 West Wasatch Peaks Road in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☒
☒
☒
☐

PUBLIC HEARING
PUBLIC MEETING

☐
☒



COUNTY COMMISSION

STAFF REPORT

Final Plat

September 16, 2025

Wasatch Peaks Ranch Subdivision Phase 6A Final Plat
September 16, 2025
Public Meeting
File #25.026

Applicant/Owner:	Wasatch Peaks Ranch, LLC
Project Location:	Approx. 5086 W Wasatch Peaks Rd
Parcel Numbers:	00-0093-1280, 00-0091-4038, 00-0002-6722, and 00-0001-1583
Serial Numbers:	12-004-008-01-1, 12-005-072-03-2, 12-005-071, and 12-004-009
Current Zoning:	Resort Special District w/ Development Agreement
Acreage:	Approx. 111.30 acres combined

REQUEST:

Request for final plat approval of a single-family subdivision of 36 lots.

ATTORNEY GUIDANCE:

Administrative Review:

The sole issue in land use administration is whether the application complies with county ordinances. If it does, it must be approved.

Applicable law:

An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application and pays all application fees, unless:

“(A) the land use authority, on the record, formally finds that a compelling, countervailing public interest would be jeopardized by approving the application and specifies the compelling, countervailing public interest in writing; or

(B) in the manner provided by local ordinance and before the applicant submits the application, the county formally initiates proceedings to amend the county's land use regulations in a manner that would prohibit approval of the application as submitted.

Utah Code Ann. § 17-27a-508(1)(a)(ii). ”

“The Utah Supreme Court has indicated that a significant threat to the public welfare should be considered compelling. “If a proposal met zoning requirements at the time of application but seriously threatens public health, safety, or welfare, the interests of the public should not be thwarted.” W. Land Equities v. Logan, 617 P.2d 388, 395-96 (Utah Sup.Ct. 1980).”

Staffs’ findings are legally sufficient to adopt if the Commission finds that the application is complete, conforms to the requirements of the applicable land use regulations, land use decisions, and development standards, and there are no apparent threats to public health, safety, or welfare that would support a compelling countervailing public interest to recommend denying the application. Staffs’ recommended conditions are required by county ordinances and appear to be legal conditions.

Recommendations for denial and/or additional findings must be placed on the record, contain a legal basis, and supported by substantial evidence. Legal can provide guidance on what is required for a sufficient record and what is considered substantial evidence.

STAFF RECOMMENDATION:

County Staff has reviewed the plans for the Wasatch Peaks Ranch Phase 6A. Staff recommends approval of the requested final plat based on the following findings and with the conditions listed below:

Findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan, zoning regulations, and WPR Development Agreement.
3. This proposal is not detrimental to the health, safety, and welfare of the public.

Conditions:

1. All outsourced consultant fees are paid current prior to final plat application.
2. That all other local, state, and federal laws are adhered to.
3. The developer shall install any requisite infrastructure, including roadways, etc. as part of the final plat approval.

PROJECT DESCRIPTION:

Proposal Details

This request is for a 36-lot final subdivision plat located in Section 2, Township 4 North, Range 1 East, and Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian. Each lot will consist of a building activity envelope (BAE) with setbacks and frontage from newly constructed private streets. All improvements and disturbances will be required to stay within the BAE excluding private ski access devices and several driveways. The parcel being subdivided spans a total of 94.36 acres for lots and 5.39 acres for parcels. It will be subdivided into 36 single-family lots, with several larger parcels designated for inclusion in future phases of development. The 36 lots vary in size from 0.74 to 7.22 acres with an average lot size of approximately 2.62 acres. The property is located west of the Peterson area in Morgan County and north of Phase 2, Plat 5. Upon approval, this subdivision will be among the northernmost residential developments within the scope of the development agreement, with future subdivisions planned to the east and west.

The developer will construct a private road system that will connect with North Morgan Valley Drive east of the subdivision. The proposed names for the new private streets are requested to be Aspen Trail Road, Blue Stem Road, and Ridge Road. The applicant is currently coordinating with the Morgan County Addressing official to finalize the street naming and address assignments. Sewer and water utilities will be privately owned and maintained by the Wasatch Peaks Ranch Water and Sewer District (The WPR-WSD). Road and fire protection services will be provided by the Wasatch Peaks Ranch Road & Fire District (The WPR-RFD). Will serve letters have been provided from both districts.

DISCUSSION:

The Wasatch Peaks Ranch Development Agreement (DA) for this property was approved on October 30, 2019, by the Morgan County Council. The applicant previously was granted approval for Conceptual Plan #2 for 75 lots (application #23.021) by the County of Morgan on August 24, 2023. Concept Plans are no longer required for subdivision applications pursuant to CO-25-09, which was approved by the County Commission on May 6, 2025. The County Commission approved the preliminary plat design on May 6, 2025. This final plan is consistent with the uses and layout as required by the DA and the applicable MCC Subdivision Standards. All future building permits, if approved and platted, will be subject to the Design Review Board that is sponsored by Wasatch Peaks Ranch, LLC.

The final plat requirements come from Morgan County's Land Use Management Code, Title 15, Chapter 155, Sections 412-424. Staff has reviewed the requirements and procedures for a final plat and have found that the application request meets the standards.

155.412: FINAL PLAT; PURPOSE:

The purpose of the final plat is to require formal approval by the County Commission before a subdivision plat is recorded in the office of the County Recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this chapter. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements and fees shall be required to be submitted with the final drawings.

(Prior Code, § 8-12-29) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

§ 155.419 REVIEW BY THE COUNTY COMMISSION:

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

(Prior Code, § 8-12-36) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

ANALYSIS OF STANDARDS

Standards	Findings	Rationale
Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-29 states the following:		
<i>155.412: FINAL PLAT; PURPOSE:</i> <i>The purpose of the final plat is to require formal approval by the county council before a subdivision plat is recorded in the office of the Morgan County recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be</i>		

submitted with the final drawings. (Ord. 10-16, 12-14-2010)			
155.414: OTHER REQUIRED INFORMATION:			
<i>A. Final storm drainage plans and erosion control plans with final hydraulic and hydrologic storm drainage calculations, water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage, and any other drainage information required by the county engineer in order to demonstrate mitigation of potential harmful impact.</i> <i>B. Construction drawings which show existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements and the location of all utilities, and shall meet all county standards and specifications. All construction drawings shall have the designing engineer's Utah state license seal, date and signature stamped on all submitted sheets. (Ord. 12-09, 9-18-2012)</i>			
155.415: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:			
A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.	Complies	
B	The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.	Complies	
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	
D	Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section. 1. A signature on the plat by a service provider shall be a commitment to provide the respective service to the lots created pursuant to the plat.	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Commission recommend changes to the plat.
E	An accurate and complete survey, which conforms to Utah state law.	Complies	The survey has been completed.
F	Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey	Complies	

	monuments. These lines should be slightly heavier than street and lot lines.		
G	The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.	Complies	
H	All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.	Complies	
I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat: 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor.	Complies	

N	The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate: 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: <i>OWNERS DEDICATION</i> <i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 20 .</i> <i>(Add appropriate acknowledgments)</i> 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor. 7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat. 8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards. 9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county.	Complies	
O	On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations	Does Not Apply	

	work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.		
P	A note on the plat which states the following: <i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i> (Ord. 10-16, 12-14-2010)	Complies	

EXITING CONDITIONS & ZONING

The elevation on the site ranges between 5,780 feet on the eastern portion to 6,200 feet on the southwest side of the site. Slope gradients on the site range from shallow (less than 15%) to moderately steep (15 to 25%). The soil types are Qms, Qgao, and Tn. Due to the slope of the site and soils, a geologic hazards study is required and has been reviewed by planning staff.

Zoning of the Property

Resort Special District
Wasatch Peaks Ranch Development Agreement
Underlying zoning is F-1

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Fire/EMS Services: Comments have been received and addressed

Engineering: Comments have been received and addressed

Surveying: Comments have been received and are being addressed

Recommended Motions

Motion for *Approval* – “I move we approve the WPR Phase 6A Final Plat, application #25.026, allowing for a 36-lot subdivision of land located at approximately 5086 W Wasatch Peaks Rd in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated September 16, 2025.”

Motion for *Approval with Conditions* – “I move we approve the WPR Phase 6A Final Plat, application #25.026, allowing for a 36-lot subdivision of land located at approximately 5086 W Wasatch Peaks Rd in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated September 16, 2025, and the following conditions:”

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

Motion for *Denial* – “I move we deny the WPR Phase 6A Final Plat, application #25.026, allowing for a 36-lot subdivision of land located at approximately 5086 W Wasatch Peaks Rd in unincorporated Morgan County, *due to the following findings:*”

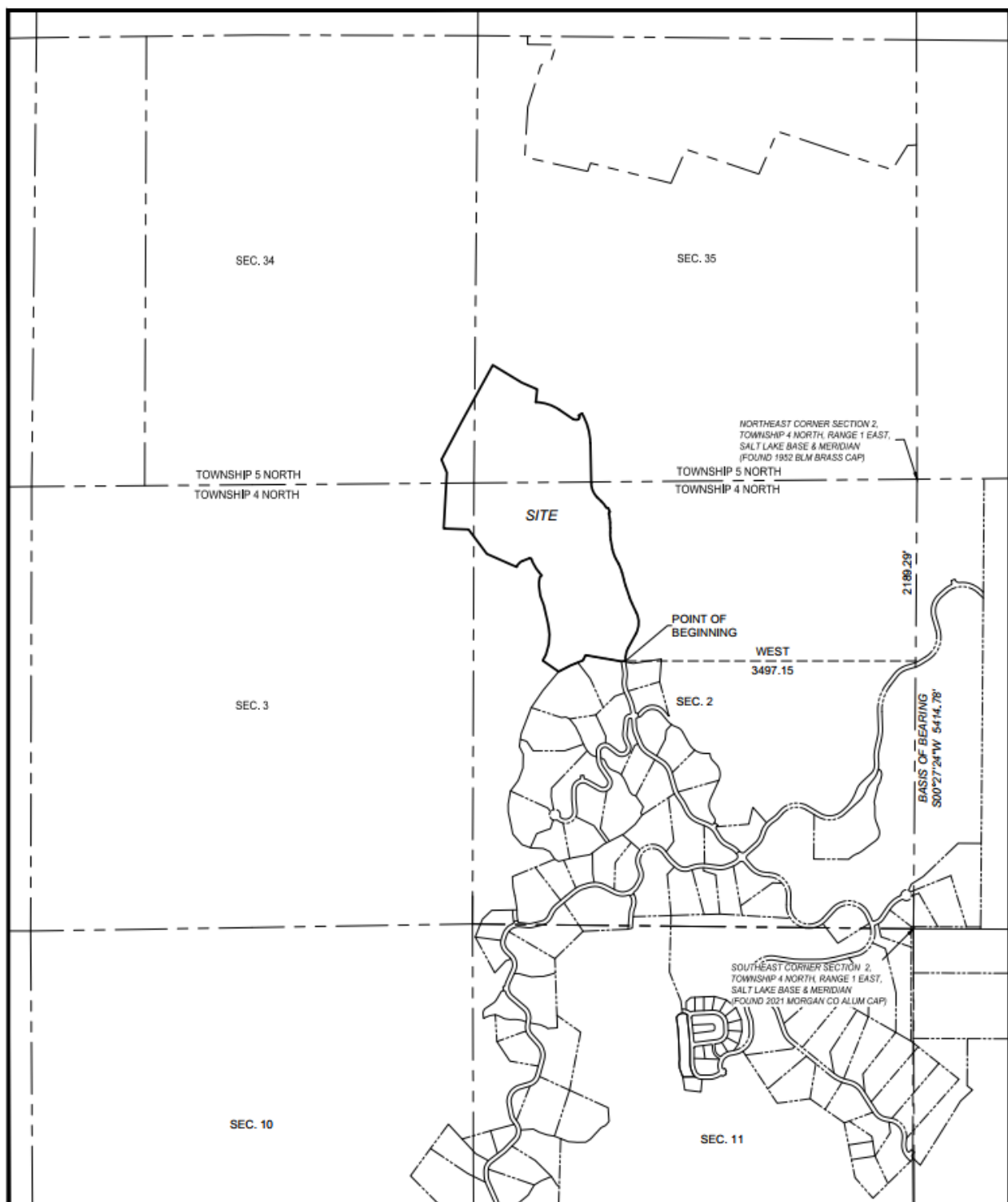
Attachments:

Attachment A: Vicinity Map

Attachment B: Proposed Final Plat

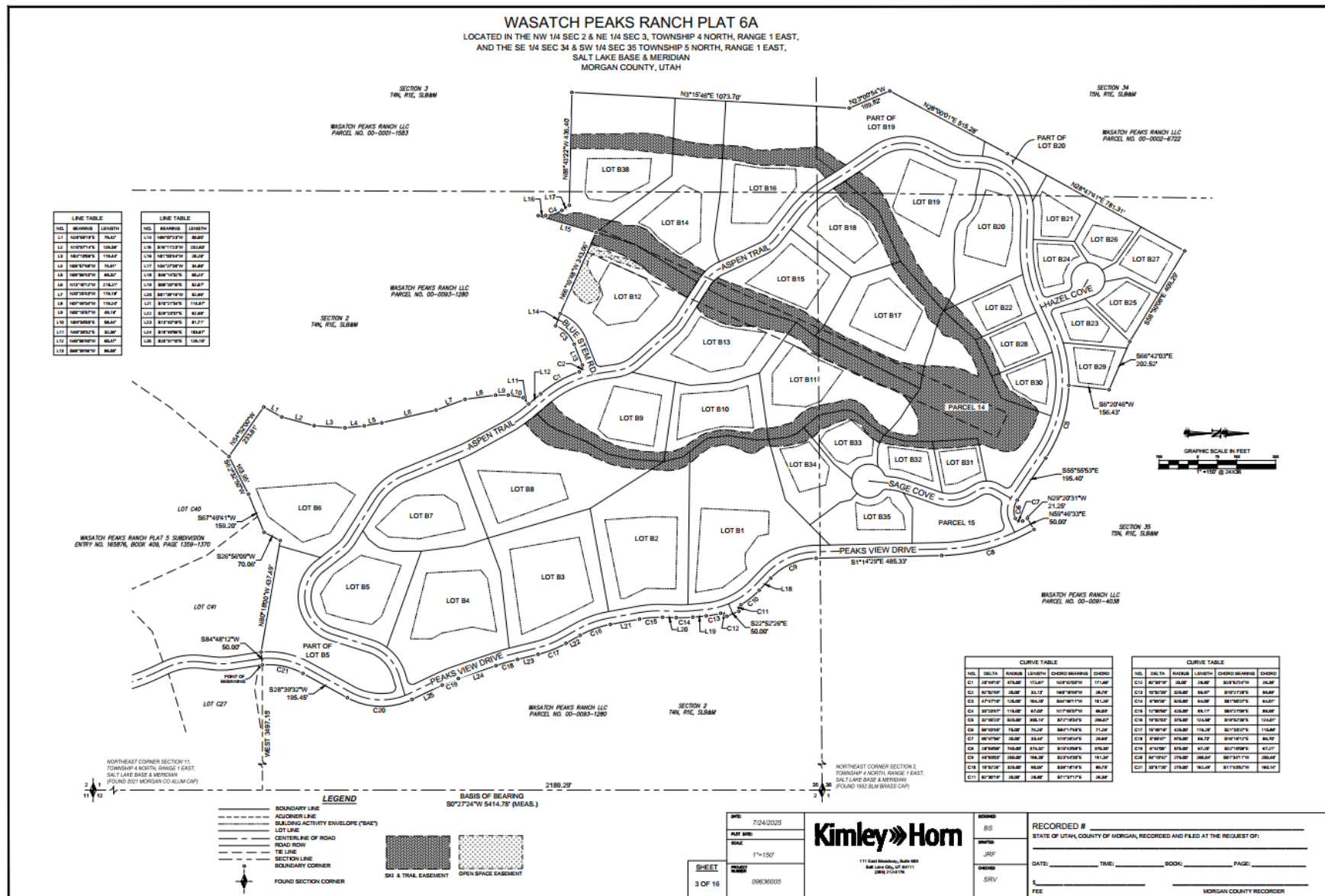
Attachment C: Application

Attachment A: Vicinity Map



[Click here to view a full-size .pdf version of the plat drawings](#)

Attachment B: Proposed Final Plat



Attachment C: Application

Morgan County - Planning & Development Services

Printed: 09/04/2025

25.026 WPR Phase 6A Final Plat

25.026

06/09/2025 - 06/08/2124

7ed07d70-456d-11f0-8e2f-596ad4212f2f

Subdivision

General

Active

Under Review

Application Review Status

Pre-Review

Approved

06/09/2025

The Zoning Administrator may take a project out of Pre-Review Status to allow the County Engineer to review to determine that all submittal items contain the required information necessary to be considered a complete application. While the application may be out of pre-review this does not constitute a complete application until such time as the County Engineer provides a memo stating all items are present.

County Commission Not Reviewed

Zoning Administrator Not Reviewed

County Engineer Not Reviewed

Morgan County Fire Department
Approved

County Surveyor Not Reviewed

Planner I Approved

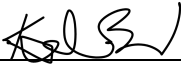
Mountain Green Sewer Improvement District (MGSID) Not Reviewed

Wasatch Peaks Ranch Utility District Not Reviewed

GIS Personnel Not Reviewed



2025 BUDGET CHANGE FORM

Date	09/09/2025
Department	Recorder
Department Head Signature	
	Kate Becker
Amount	10,000
Move from GL Account#	10-4150-340-000 [non-dept s.n.o.c.]
Move to GL Account #	10-4144-260-000 [historical document pres.]

Commission recommended this be paid out in 2025 at the 09/05/2025 budget meeting

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



Budget Increase Request

Department: RECORDER'S OFFICE

Budget Year 2026

GL Account No. 10-4144-260-000

Account Title HISTORICAL DOC PRESERV

Current Budget Amount \$4500.00

Source of funding for increase

Requested Budget Amount \$10,000

GENERAL FUND

Increase in Yearly Budget \$5500.00

Budget Priority Low Med High
☐ ☐ ☒

Brief Description

HISTORICAL DOCUMENTS NEED TO BE SCANNED & INDEX

Detailed Description

NOW THAT THE RECORDER'S OFFICE HAS INTEGRATED WITH MEDICI, WE CAN NOW HAVE ALL OF THE HISTORICAL DOCUMENTS SCANNED & INDEX. ONCE ALL THE HISTORICAL DOCUMENTS HAVE BEEN SCANNED & INDEX, WE WILL THEN BE ABLE TO MAKE THEM AVAILABLE TO THE PUBLIC ON THE NEW RECORDER'S SEARCH PORTAL.

MEDICI USUALLY CHARGES (\$0.20) PER PAGE TO INDEX EACH DOCUMENT.

MEDICI HAS OFFERED AND AGREED TO CHARGE MORGAN COUNTY ONLY (\$0.10) PER PAGE.

\$10,000 WILL ALLOW ME TO SCAN, INDEX 100,000 HISTORICAL DOCUMENTS AND MAKE THEM AVAILABLE IN THE NEW SEARCH PORTAL.

WE ARE BEING OFFERED A HUGE OPPURTUNITY THAT WILL ALLOW MY OFFICE TO PROVIDE THE HISTORICAL DOCUMENTS THAT THE PUBLIC HAS BEEN WAITING FOR.



2025 BUDGET CHANGE FORM

Date	09/09/2025
Department	Assessor
Department Head Signature	
	Kate Becker
Amount	5,000
Move from GL Account#	10-4150-340-000 [non-dept s.n.o.c.]
Move to GL Account #	10-4146-310-000 [professional & technical]

PUMA Software Mapping

Commission recommended this be paid out in 2025 at the 09/05/2025 budget meeting

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



Budget Increase Request

Department: RECORDER'S OFFICE

Budget Year 2026

GL Account No. 10-4144-260-000

Account Title HISTORICAL DOC PRESERV

Current Budget Amount \$4500.00

Source of funding for increase

Requested Budget Amount \$10,000

GENERAL FUND

Increase in Yearly Budget \$5500.00

Budget Priority Low Med High
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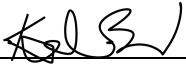
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2025 BUDGET CHANGE FORM

Date	09/09/2025
Department	Ambulance
Department Head Signature	
	Kate Becker
Amount	4,500
Move from GL Account#	10-4150-340-000 [non-dept s.n.o.c.]
Move to GL Account #	10-4260-250-000 [amb equip & supplies]

Commission recommended this be paid out in 2025 at the 09/05/2025 budget meeting

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



Budget Increase Request

Department: RECORDER'S OFFICE

Budget Year 2026

GL Account No. 10-4144-260-000

Account Title HISTORICAL DOC PRESERV

Current Budget Amount \$4500.00

Source of funding for increase

Requested Budget Amount \$10,000

GENERAL FUND

Increase in Yearly Budget \$5500.00

Budget Priority Low Med High
☐ ☐ ☐

Brief Description

HISTORICAL DOCUMENTS NEED TO BE SCANNED & INDEX

Detailed Description

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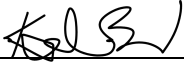
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WE ARE BEING OFFERED A HUGE OPPURTUNITY THAT WILL ALLOW MY OFFICE TO PROVIDE THE HISTORICAL DOCUMENTS THAT THE PUBLIC HAS BEEN WAITING FOR.



2025 BUDGET CHANGE FORM

Date	09/09/2025
Department	Sheriff Fleet (lease)
Department Head Signature	
	Kate Becker
Amount	90,572
Move from GL Account#	10-4150-340-000 [non-dept s.n.o.c.]
Move to GL Account #	10-4460-250-150 [sheriff fleet lease]

Buying two vehicles out right

Commission recommended this be paid out in 2025 at the 09/05/2025 budget meeting

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



Budget Increase Request

Department:	<u>Sheriff's Office</u>	Budget Year	<u>2026</u>
GL Account No.	<u>10-4460-250-150</u>	Account Title	<u>Sheriff Vehicle Lease</u>
Current Budget Amount	<u>\$212,000.00</u>	Source of funding for increase	General Fund
Requested Budget Amount	<u>\$302,572.00</u>		
Increase in Yearly Budget	<u>\$90,572.00</u>		
Budget Priority	Low Med High		

Brief Description

We are asking to Increase the Budget by \$90,572.00 to purchase next years Patrol Vehicles in lieu of leasing

Detailed Description

This request to increase our Budget by \$90,572.00 would allow us to Purchase 4 new vehicles outright instead of continuing to lease. We do still have 2 years of leases currently and would still need to fulfill that obligation, however, we could decrease this budget request over the next 2 years as the leases are paid off.

MORGAN COUNTY

REQUEST FOR PAYMENT

VENDOR NAME: Weber County Corp (#28985)

ADDRESS: MEMO: Children's Justice Center

INVOICE # Support INVOICE DATE: 09/16/2025

ACCOUNT # _____ PAYMENT DUE DATE: _____

DESCRIPTION: County Support Contribution

AMOUNT DUE: 1,000.00 GL ACCOUNT: 10-4150-340-000

GL ACTIVITY CODE (GRANT): _____

EXPLANATION OF PURCHASE: Restricted contribution to the Children's Justice Center for support services

APPROVED BY: _____

DATE: 09/16/2025

Department Head

County Auditor

REJECTED FOR:

_____ INCOMPLETE FORM

_____ OVER BUDGET

_____ MISSING DOCUMENTATION

MORGAN COUNTY

REQUEST FOR PAYMENT

VENDOR NAME: Morgan County Food Pantry

ADDRESS: 49 W 150 N
Morgan, UT 84050

INVOICE # Support INVOICE DATE: 09/16/2025

ACCOUNT # _____ PAYMENT DUE DATE: _____

DESCRIPTION: County Support Contribution

AMOUNT DUE: 6,000.00 GL ACCOUNT: 10-4150-340-000

GL ACTIVITY CODE (GRANT): _____

EXPLANATION OF PURCHASE: _____

APPROVED BY: _____
Department Head

DATE: 09/16/2025

County Auditor

REJECTED FOR:

_____ INCOMPLETE FORM

_____ OVER BUDGET

_____ MISSING DOCUMENTATION

MORGAN COUNTY

REQUEST FOR PAYMENT

VENDOR NAME: YCC (#27863)

ADDRESS: _____

INVOICE # Support INVOICE DATE: 09/16/2025

ACCOUNT # _____ PAYMENT DUE DATE: _____

DESCRIPTION: County Support Contribution

AMOUNT DUE: 5,000.00 GL ACCOUNT: 10-4150-340-000

GL ACTIVITY CODE (GRANT): _____

EXPLANATION OF PURCHASE: _____

APPROVED BY: _____

Department Head

DATE: 09/16/2025

County Auditor

REJECTED FOR:

_____ INCOMPLETE FORM

_____ OVER BUDGET

_____ MISSING DOCUMENTATION

Kate Becker

From: Penny Butler
Sent: Thursday, August 21, 2025 2:07 PM
To: Kate Becker
Cc: Leslie Hyde; Bret Heiner
Subject: RE: Bancorp

Here is a list of the payoff amounts according to the amortization report. These won't be exact numbers.

2022 Loader \$71,823.15
2022 Tradesman \$40,187.36
2021 Mack \$80,215.83
2020 International \$81,819.49
2022 Mack \$148,722.09
Pierce Saber Pump \$545,907.48

From: Kate Becker <kBecker@morgancountyutah.gov>
Sent: Wednesday, August 13, 2025 10:23 AM
To: Leslie Hyde <lhyde@morgancountyutah.gov>; Penny Butler <pbutler@morgancountyutah.gov>
Cc: Bret Heiner <bheiner@morgancountyutah.gov>
Subject: Fw: Bancorp

Leslie,
Bret (who is cc-ed on this email) is wanting a payoff on one of his trucks. When Penny gets back can we get pay offs for all leased/liened vehicles with the exception of the Sheriff's fleet?

Please and thank you

Kate Becker
Morgan County Administrative Manager
435.800.8724

From: Bret Heiner <bheiner@morgancountyutah.gov>
Sent: Wednesday, August 13, 2025 8:00:39 AM
To: Kate Becker <kBecker@morgancountyutah.gov>
Subject: Bancorp

Kate do you know the pay off at bancorp for my oldest lease it should be on my 2020 International 10wheeler ?



UTAH TOURISM INDUSTRY ASSOCIATION
Tourism Works™

2025

ENGAGEMENT

Opportunities



OUR MISSION

The Utah Tourism Industry Association is the collective voice of Utah's tourism industry. We advocate and educate to enhance Utah's economy and quality of life.

UTIA is a 501c6 organization.

PILLARS

1. ADVOCATE
2. EDUCATE

We truly appreciate your partnership and engagement with UTIA. Membership is imperative as we work to move the needle for the tourism industry in the state of Utah.

This year, your generous membership and support helped UTIA make significant strides during the 2024 legislative session with ongoing protections of the Tourism Marketing Performance Fund (TMPF) and ensuring Transient Room Tax (TRT) remains invested into the visitor economy. We expanded our industry events with the addition of Tourism Outdoor Utah Recreation (TOUR) Caucus and The Hospitality Show: Utah. And we continue to invest in our workforce pipeline, focusing on students in high school and higher education, as we look to the 2034 Olympic Winter Games.

We continue to work to keep the visitor economy and businesses at the top of mind with the Governor and his staff, state legislature, locally elected officials, and our federal delegation. Our 2025 goals remain as robust as 2024 and are only possible with your ongoing support. We invite you to use this resource to build your understanding of what a partnership with UTIA means.


BRECK Dockstader
UTIA Board Chair


CELINA Sinclair
UTIA Executive Director



2024/25 MEMBER + STRATEGIC PARTNER ENGAGEMENT SUPPORTED:

*THANK YOU TO OUR
STRATEGIC PARTNERS*



SALT LAKE



MEET THE EXECUTIVE COMMITTEE



BRECK DOCKSTADER
PRESIDENT



CHRIS EGGLETON
VICE PRESIDENT



LESHA COLTHARP
SECRETARY / TREASURER



JOAN HAMMER
PAST PRESIDENT

UTIA BOARD OF DIRECTORS

JESSICA MERRILL
DESTINATION MARKETING
ORGANIZATION,
DISCOVER DAVIS

MARIA TWITCHELL
DESTINATION MARKETING
ORGANIZATION,
VISIT CEDAR CITY
BRIAN HEAD

BRITTANY MCMICHAEL
DESTINATION MARKETING
ORGANIZATION,
GREATER ZION

SARA TOLIVER
DESTINATION MARKETING
ORGANIZATION,
VISIT OGDEN

NATHAN RAFFERTY
SNOWSPORTS INDUSTRY,
SKI UTAH

LANCE SYRETT
LODGING INDUSTRY,
RUBY'S INN

MARK SMOOT
GUIDES & OUTFITTER,
EPIC RECREATION

TODD SHAW
RETAIL,
SERTA MATTRESS

KIM BOWSHER
RESTAURANT INDUSTRY,
ROOSTERS HOSPITALITY
GROUP

MICHELE CORIGLIANO
RESTAURANT INDUSTRY,
SALT LAKE AREA RESTAURANT
ASSOCIATION (SLARA)

NANCY VOLMER
TRANSPORTATION INDUSTRY,
SALT LAKE INTERNATIONAL
AIRPORT

AJ TEMPLETON
EDUCATION,
SOUTHERN UTAH UNIVERSITY -
HOSPITALITY

KAITLIN ESKELSON
DESTINATION MARKETING
ORGANIZATION,
VISIT SALT LAKE

LEE ADAMSON
DESTINATION MARKETING
ORGANIZATION,
EXPLORE UTAH VALLEY

ENGAGED MEMBER BENEFITS

UTIA strives to deliver exceptional value to its members. To that end, we offer a variety of member-driven public policy initiatives, business networking opportunities, marketing programs, and educational offerings all to help our members and our industry succeed today and in the future.

On-going Legislative Affairs: UTIA has spearheaded efforts culminating in the success of the Tourism Marketing Performance Fund (TMPF) and ensures its ongoing protections. This has resulted in a major commitment from the state legislature of \$10 million in 2005 to advertise and market Utah as a tourism destination. We have worked together to implement more stringent success metrics, and for 2024, the TMPF was appropriated at \$21.8 million.

As part of your UTIA membership, you will receive an exclusive **Legislative Tracker** delivered to your inbox during the 45 days of the Utah Legislative Session.

Discounted Rate at **Tourism Day on the Hill:** UTIA organizes this annual visit of the tourism industry to Capitol Hill. Positioned to highlight tourism economic development with legislators, this provides you an opportunity to speak directly with your legislator.

Discounted Rate at **Utah Tourism Conference:** UTIA partners with the Utah Office of Tourism to sponsor this annual conference that will educate and inspire you. Network with your colleagues from all over Utah, and get the updates that will advance you and your company.

Bi-Annual Full Membership Meetings: UTIA membership meetings are held twice annually: one in conjunction with Tourism Day on the Hill and one during the Utah Tourism Conference.

Destination D.C.: UTIA and UOT coordinate this annual visit to Washington, DC to participate in a national effort to increase awareness of tourism with the US Congress. During these visits, we work to represent a unified industry voice, including yours.

Tourism Works™ Political Action Committee (PAC): UTIA has committed and executed on the tourism industry's most active political action committee (PAC). The Tourism Works PAC mission is straightforward - we support pro-tourism candidates and legislators in the Utah Legislature. The PAC attends political fundraisers and makes select individual campaign contributions.

Health Insurance and Preventive Options resources for both you the employer and your employees through Healthy Hospitality

Benefits associated with the **American Hotel & Lodging Association** as the State Partner Association.

ENGAGED MEMBER RATES

[JOIN TODAY](#)

DMO

- ◀ \$100,000 **BUDGET** - \$1,000
- \$100,000 - \$499,000 **BUDGET** - \$1,500
- \$500,000 - \$1 **M BUDGET** - \$2,500
- ▶ \$1 **M BUDGET** - \$4,000
- ▶ \$2 **M BUDGET** - \$6,000

NON-PROFIT

- ◀ \$100,000 **BUDGET** - \$600
- \$100,000 - \$299,000 **BUDGET** - \$1,000
- \$300,000 - \$499,000 **BUDGET** - \$1,400
- \$500,000 - \$1 **M BUDGET** - \$1,600
- ▶ \$1 **M BUDGET** - \$2,000

ASSOCIATED BUSINESSES, ACCOMMODATIONS, RESTAURANTS, ATTRACTIONS

- 1-10 **EMPLOYEES** - \$600
- 11-24 **EMPLOYEES** - \$1,000
- 25-99 **EMPLOYEES** - \$1,600
- ▶ 100 **EMPLOYEES** - \$2,000

GOVERNMENT AGENCIES - \$1,000

EDUCATIONAL INSTITUTIONS - \$600

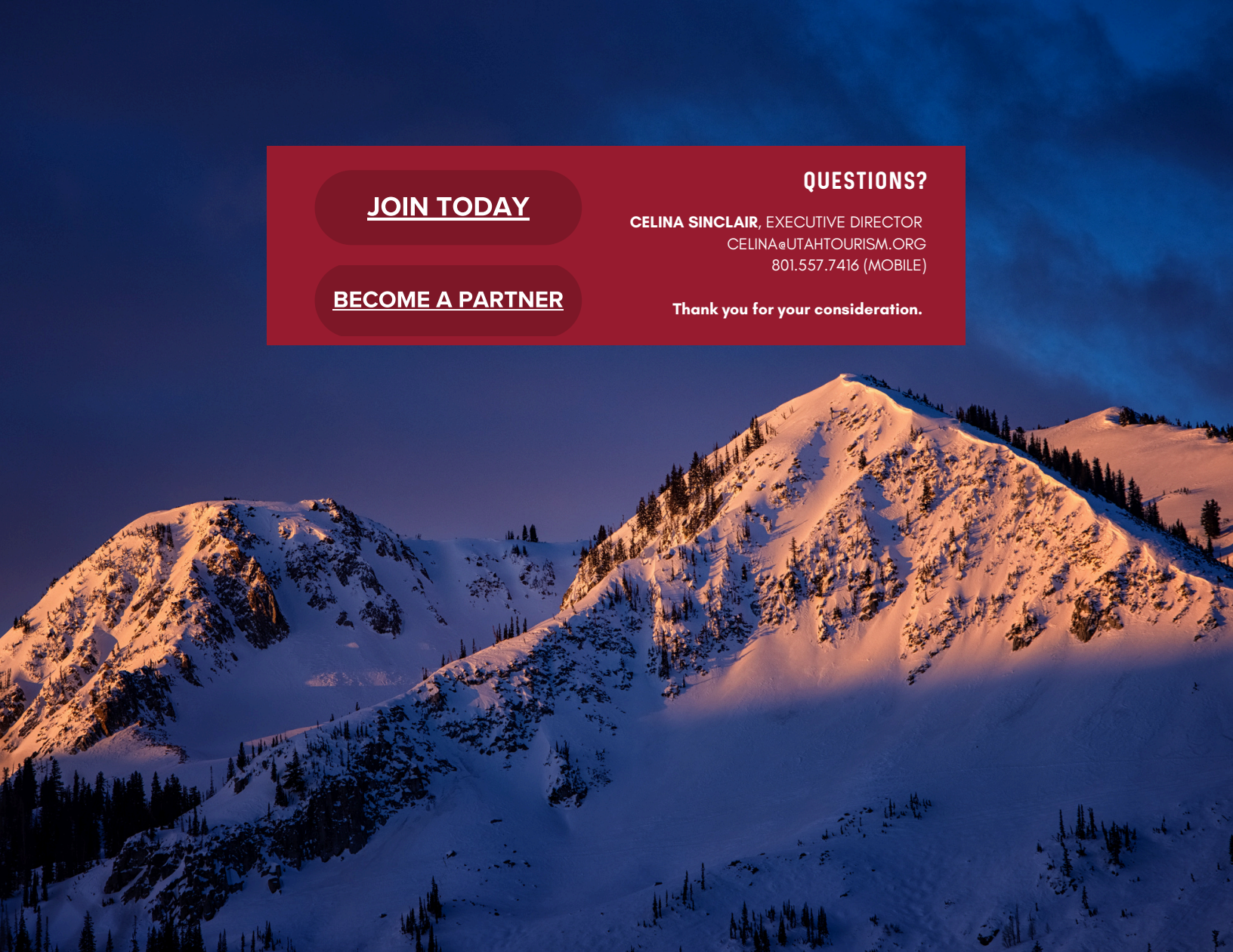
STUDENT MEMBERSHIP - \$210

ADVOCATING FOR UTAH'S TOURISM INDUSTRY



UTAH TOURISM INDUSTRY ASSOCIATION
Tourism Works
WWW.UTAHTOURISM.ORG





JOIN TODAY

BECOME A PARTNER

QUESTIONS?

CELINA SINCLAIR, EXECUTIVE DIRECTOR
CELINA@UTAHTOURISM.ORG
801.557.7416 (MOBILE)

Thank you for your consideration.



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 3/12/24 Time Requested: 10 minutes
Name: Kate Becker Phone: (435) 800-8724
Address: 48 W Young Morgan, UT
Email: kbecker@morgancountyutah.gov Fax: _____
Associated County Department: Administrative Manager

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

This is a request for approval to submit and RFP or accept the proposal enclosed for a County Fee Study. This is in response to several years of repeat audit findings of lack of data on how the County's Fee Schedule was researched.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☐
☐
☒
☐



30 January 2024

Cindee Mikesell
cmikesell@morgancountyutah.gov

RE: PROPOSAL FOR COMPREHENSIVE FEE STUDY FOR MORGAN COUNTY

Dear Cindee:

Zions Public Finance Inc. (ZPFI) enthusiastically submits this Proposal to provide Morgan County with consulting services to conduct a Comprehensive Fee Study. Our consultants have crafted hundreds of fees across multiple categories, and we feel our team is uniquely qualified to assist the County in this important project for the following reasons:

- ZPFI stays current on the issues surrounding all types of rates and fees in Utah and has testified before the Utah Legislature on issues relating to various types of fees studies.
- Our experience with impact fees and rates ranges from small towns like Centerfield, to mid-size cities like Clearfield, to larger cities like Provo and Orem and to water districts like Granger-Hunter Improvement District. We understand that each community is unique, have seen a vast range of concerns over the years, and are prepared to work closely with you to meet your specific needs.
- Our financial models are highly interactive. As part of the process, we can sit down with our clients and show impacts to the calculations from varying assumptions.

We look forward to the opportunity of working with the County on this important project.

Best Regards,

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

Aaron Sanborn
Vice President, Zions Public Finance, Inc.
One South Main St, 18th Fl
Salt Lake City, UT 84133
801.844.7397
aaron.sanborn@zionsbancorp.com

I. Experience and References



Zions First National Bank was founded in Salt Lake City in 1873 and continues its legacy of strength and stability as one of the oldest financial institutions in the Intermountain West.

To bring value to individuals, small-to middle-market businesses, nonprofits, corporations and institutions, Zions Bank provides a wide range of traditional banking and innovative services. Zions Bank is a division of ZB, N.A., which operates in nearly 500 local financial centers across 11 Western states: Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. ZB, N.A.'s parent company is Zions Bancorporation, which is included in the S&P 500 and NASDAQ Financial 100 indices (NASDAQ: ZION).

Our department, Zions Public Finance, Inc. (ZPFI), is comprised of a team of 21 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: 1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and 2) municipal consulting services focusing on economic development, planning, real estate development advisory and fee-related services.

II. Project Approach

Fee Studies

Our general approach to conducting a fee analysis is to first, work with County to gather key information, including the following:

- Internal process to issue a license, fee, or permit, from application to completed license.
- Breakdown of every staff member that processes a license, fee, or permit.
 - Includes wage information for all personnel.
- County departmental budgets and staffing levels to identify direct and indirect costs.
- Number of licenses, fees, or permits issued in a year.

After we obtain initial information from the County, we set up a model that includes all necessary elements to determine actual costs to the County, and identify potential fee amounts for each category. Then, we recommend meeting with you via Teams to go over initial data and to show you preliminary findings in the model. As needed, we can adjust the model based on additional data or needs.

We will present the fee study as a Word document, as well as in a PowerPoint format to staff, County Commission, etc., as requested by the County.

Optional Extras

- Disproportionate Business License Fees
 - An additional element to business license fees is the option to identify the disproportionate amount of police calls for service and disproportionate inspections (i.e., beer license, pawn shops, day cares, etc.) to certain business groupings. This is fairly time intensive and would be an additional cost to the County.

III. Cost Proposal

The following cost proposal is based on information provided by the County. If additional fee studies are desired, those would increase the total cost.

Base Business License Fee Analysis – \$7,000

Park, Rifle Range, & County Facilities Fee – \$7,000

Planning & Zoning Fees – \$12,000

Miscellaneous Fees (Assessor, Dog Licensing, Garbage) – \$5,000

As mentioned previously, if the County desires a disproportionate analysis to be conducted in conjunction with the base business license fee analysis, there would be an additional cost.

Disproportionate Business License Fee Analysis – \$5,000

Additional License, Fee, Permit Categories – Dependent on category and number of fees requested.

Our total fee proposal is therefore between \$31,000 and \$36,000 depending on which options are selected by the County. The proposed fee assumes that there would be no in person meetings required. If in person meetings are required, the fee would need to be adjusted to account for this need.

IV. Project Schedule

Depending on the total number of fees examined, the total process could be completed within 2-3 months.

Resumes of Key Personnel



Education

Master of Public
Administration, Brigham
Young University

Bachelor of Arts, History,
Brigham Young University

Public Service and Affiliations

Utah Alliance for Economic
Development

International Economic
Development Council

International City/County
Management Association

ICMA BYU Student Chapter
President

Eagle Mountain Chamber of
Commerce Board of
Directors

Aaron C. Sanborn

Vice President

Zions Public Finance, Inc. | Municipal Consulting Group

Although new to ZPFI, Aaron has over ten years of experience with local government and municipal research. Prior to joining ZPFI, Aaron worked for Eagle Mountain City as a management intern, Financial & Management Analyst, and as Economic Development Director. He was also heavily involved in local government while still in his MPA program, working on several consulting projects with Utah cities. He has extensive experience with municipal finance and budgeting, as well as rates and fees.

As economic development director, Aaron was heavily involved in the Eagle Mountain's commercial boom. From providing analytical support, coordinating marketing, or directing business development, his efforts have resulted in over \$2.225 billion in direct investment in Eagle Mountain City. This includes the large investments by Meta (2018), Tyson Fresh Meats (2019), and Google (2021).

Aaron's experience includes:

- Municipal Fleet Analysis for multiple cities in Utah
- Clearfield City Performance Measurements
- Utah Office of Tourism "Welcome Center" Software Analysis
- Lehi City Annual Citizen Satisfaction Survey Statistical Analysis
- American Fork Streetlight Purchase Cost & Benefit Analysis
- BYU MPA Program Analysis
- Eagle Mountain Gas & Electric Utility Sale
- Eagle Mountain Utility Rate Analysis
- Eagle Mountain Police Service Delivery Analysis
- Eagle Mountain Information Technology Service Delivery Analysis
- Creation of Eagle Mountain Chamber of Commerce
- Creation of Eagle Mountain Neighborhood Match Grant Program
- Creation of Eagle Mountain City Annual Budget Document
- Creation of Eagle Mountain City Annual Comprehensive Financial Report
- Creation of Eagle Mountain City Popular Annual Financial Report
- CRA Creation for Meta, Tyson, and Google projects
- Eagle Mountain Economic Development Master Plan
- Bountiful General Plan
- Salt Lake County Leverage Ratio Analysis
- Twin Falls Bridge Alternatives Economic Analysis
- Point of the Mountain Transit Alternatives Analysis
- Point of the Mountain Funding Analysis
- Payson Station Area Plan
- Salem Transportation Impact Fees
- Centerfield Impact Fees – Culinary Water, Secondary Water, Wastewater
- Heber Business License Fees
- Harrisville Business License Fees
- Saratoga Springs Development Fees



Susan C. Becker, AICP

Vice President

Zions Public Finance, Inc. | Municipal Consulting Group

For the past 29 years, Susie has specialized in fee studies and economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region, including funding mechanisms for the large Point of the Mountain project that spans Salt Lake and Utah counties, has testified before the Governor's Legislative Task Forces on economic policies and procedures in Utah and in impact fees, has been involved with numerous fee studies, as well as the creation of a multitude of community reinvestment areas. Her experience stretches from issues such as affordable housing concerns in resort communities like McCall, ID, to redevelopment of a large deteriorating commercial center in Mesa, AZ – the Fiesta District to utility rates for a newly-incorporated entity. She has a MBA degree, AICP and a securities license (Series 50 and 52).

Education

Master of Business
Administration, University of
Utah
MBA Ace and Dean's Scholar
Bachelor of Arts, Humanities,
Brigham Young University

Public Service and Affiliations

Municipal Securities Registered
Representative
American Institute of Certified
Planners (AICP)
University of Utah Business School
Alumni Association Board of
Directors
Urban Land Institute, Mentor
Utah Redevelopment Association
Utah Economic Alliance
Utah League of Cities and Towns,
Land Use Task Force
WFRC Economic Development

Selected Presentations

"Downtown Revitalization," Utah
League of Cities and Towns
"Basics of Market Analysis," Main
Street Annual Conferences
"Weathering the Economic Storm,"
Utah League of Cities and Towns
"Redevelopment in Utah," Utah
County and Davis County Economic
Alliance
"The Marriage of CDAs and SAA's,"
Utah League of Cities and towns
"Downtown Revitalization and
Economic Development," University
of Utah School of Architecture
"Economics and Planning," Utah
League of Cities and Towns
"Economic Development Policies and
Practices," Governor's Economic
Task Force and Utah Economic
Alliance

- Timpanogos Special Service District (TSSD) Impact Fees and Rates
- Mountain Regional Water Rates and Impact Fees
- Lehi Culinary Water and PI Rates
- Farmington Impact Fees – Water, Storm, and Roads
- Clearfield City Culinary Water, Sewer and Storm Rate Impact Fees and User Rates
- Herriman Water Rates
- Saratoga Springs Storm and Sewer User Rates
- Saratoga Springs Parks and Recreation, Public Safety, Storm Water and Transportation Impact Fees
- Moab Water and Sewer Rates and Impact Fees
- Syracuse Impact Fees
- Herriman Impact Fees
- Layton Park and Transportation Impact Fees
- Marriott-Slaterville Secondary Water Fees
- Orem City Impact Fees
- Provo City Impact Fees
- Plain City Impact Fees
- Hurricane City Electric Fees
- Pleasant View Culinary Water & Storm Water Impact Fees and Rates
- South Weber Culinary Water and Sewer Impact Fees and User Rates
- North Salt Lake Culinary Water and PI User Rates
- Salem City Water and PI Rates
- Park City Impact Fees
- Salt Lake City Northwest Quadrant CRA Benefits Analysis
- North Fork SSD Rates
- Heber City Utility Rates
- Riverton Fire Impact Fees
- Unified Fire Service Area Impact Fees
- Millcreek Incorporation Feasibility Study
- Mount Olympus Improvement District Rates and Impact Fees
- Washington County Emergency Services Feasibility Study

**Education**

Bachelor of Arts, Finance
Utah State University

Master of Science, Finance
Georgetown University

Alexander B. Hall**Financial Analyst**

Zions Public Finance, Inc. | Municipal Consulting Group

Alex is an experienced financial analyst who joined Zions Public Finance in December of 2022. He will graduate with a Master of Science in Finance in May 2023 from Georgetown University in Washington DC. Before working for ZPFI, Alex has worked on consulting projects for national and international clients, including a feasibility and strategy study for the Millennium Challenge Corporation and the Kingdom of Lesotho in support of the MCC Lesotho Compact II that was the first to map liquidity and capital availability in Lesotho's credit cooperative sector using models and assumptions he created.

Alex has also held positions at Zions Bancorporation in Zions Bank's Office of the President as a Project Manager for Scott Anderson and as a Scrum Leader in Zions Bank's Banking Transformation Project where he led a team of developers and testers in specializing in automation and compliance. In past projects, Alex has demonstrated his ability to analyze and present complex sets of financial data in a clear and concise way.

A sample of projects at ZPFI include:

- Rio Tinto 1000 Acre Site Market Study
- Mesa Arizona Housing Study
- Mesa Arizona General Plan
- West Point City Small Area Plan



29 March 2024

Kate Becker
kBecker@morgancountyutah.gov

RE: PROPOSAL FOR TRANSPORTATION AND PARKS IFFP AND IFA FOR MORGAN COUNTY

Dear Kate:

Zions Public Finance Inc. (ZPFI) enthusiastically submits this Proposal to provide Morgan County (County) with consulting services to conduct an Impact Fee Analysis (IFA) on its Transportation Impact Fee and an Impact Fee Facilities Plan (IFFP) and IFA on its Regional and Community Parks Impact Fees. Our consultants have crafted hundreds of impact fees across multiple categories, and we feel our team is uniquely qualified to assist the County in this important project for the following reasons:

- ZPFI stays current on the issues surrounding all types of rates and fees in Utah and has testified before the Utah Legislature on issues relating to various types of fees studies.
- Our experience with impact fees and rates ranges from small towns like Centerfield, to mid-size cities like Clearfield, to larger cities like Provo and Orem and to water districts like Granger-Hunter Improvement District. We understand that each community is unique, have seen a vast range of concerns over the years, and are prepared to work closely with you to meet your specific needs.

We look forward to the opportunity of working with the County on this important project.

Best Regards,

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

Aaron Sanborn
Vice President, Zions Public Finance, Inc.
One South Main St, 18th Fl
Salt Lake City, UT 84133
801.844.7397
aaron.sanborn@zionsbancorp.com

I. Experience and References



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Our department, Zions Public Finance, Inc. (ZPFI), is comprised of a team of 21 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: 1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and 2) municipal consulting services focusing on economic development, planning, real estate development advisory and fee-related services.

II. Project Approach & Scope

ZPFI will build on the Transportation Impact Fee Facilities Plan (IFFPs) prepared by the County's engineers to draft IFAs the transportation impact fee. IFFPs are technical, engineering documents that identify capacity, growth needs spurred by new development and how those needs will be met, including the cost of construction of new facilities. IFAs are the financial analyses that take the needs identified in the IFFPs and proportionately share costs among different types of new development, carefully making credits for outstanding bonds, projects that cure existing deficiencies, etc. ZPFI will build on the County's Parks Master Plans to create the IFFP and IFA for the parks impact fee.

Impact Fee Facilities Plan

The major tasks of the IFFP include establishing growth projections, identifying service levels and any excess capacity in system improvements, estimating costs of new facilities, and listing potential funding options. These major tasks are explained below:

- Growth Projections – Only residential development creates demand for parks and recreation facilities and therefore population growth is generally the demand driver for parks and recreation fees. We will work closely with the County to evaluate historic population growth, identify projected new developments, and ensure consistency with other planning documents.
- Existing Service Levels - The existing service level used in the IFFP is often less than the County's overall service level because it can only include system (not project) improvements, and does not generally include gifted facilities or facilities obtained through grants, donations, shared use of school district facilities, etc. An inventory of existing facilities is required for this task. The inventory should not only include park land and improvements, but also the number of acres of sod & irrigation located in system parks, asphalt surfaces, trails, trailheads, etc.

- Proposed Service Levels – Proposed service levels can be higher, lower, or the same as existing service levels. The IFFP should carefully document how the proposed service level was selected.
- Excess Capacity – Most communities do not feel they have excess capacity in their parks and trails. On a rare occasion, a community may decide it wants fewer park acres per capita to maintain in the future. Generally, however, excess capacity in park facilities is found in unique, one-of-a-kind facilities that the community does not intend to replicate in the future, such as an equestrian center or an ice arena. We will work closely with you to identify any excess capacity in your existing parks and trails system.
- Additional Facilities Needed for New Growth – The IFFP will identify a range of facilities which the County could construct in the near term (within six years of when impact fees are collected). The level of service for parks and trails will be calculated in terms of dollar amounts and the County will then have some flexibility in how park impact fee funds are spent, as long as they are spent for the types of capital facilities identified in the IFFP.
- Funding Options – The IFFP discusses the various funding options for new capital facilities.

Impact Fee Analysis

The major components of an IFA are as follows:

- Review of IFFP for growth demands, service levels, excess capacity, and need for new facilities
- Research actual buy-in costs for any facilities identified in the IFFP as having excess capacity (County Asset List data)
- Conduct a proportionate share analysis of buy-in costs and new construction costs based on demand/user type (i.e., residential, non-residential)
- Calculate credits needed due to any outstanding bonds, new construction projects designed to cure existing deficiencies, impact fee fund balance, etc.
- Draft report with clear summary and explanation of methodology and assumptions used in impact fees
- Certify IFA as required by Utah Code 11-36a

III. Cost Proposal

The following cost proposal is based on information provided by the County. Our recommendation would be to combine both the Regional and Community Parks Impact Fees into one Parks Impact Fee.

Transportation Impact Fee Analysis – \$6,500

Parks Impact Fee Facilities Plan and Analysis – \$11,000

Our total fee proposal is therefore between \$6,500 and \$17,500 depending on which options are selected by the County. The proposed fee assumes that there would be no in person meetings required. If in person meetings are required, the fee would need to be adjusted to account for this need.

IV. Project Schedule

Depending on the availability of data, including an IFFP for the Transportation Impact Fee, the total process could be completed within 2-3 months.

Resumes of Key Personnel



Education

Master of Public
Administration, Brigham
Young University

Bachelor of Arts, History,
Brigham Young University

Public Service and Affiliations

Utah Alliance for Economic
Development

International Economic
Development Council

International City/County
Management Association

ICMA BYU Student Chapter
President

Eagle Mountain Chamber of
Commerce Board of
Directors

Aaron C. Sanborn

Vice President

Zions Public Finance, Inc. | Municipal Consulting Group

Although new to ZPFI, Aaron has over ten years of experience with local government and municipal research. Prior to joining ZPFI, Aaron worked for Eagle Mountain City as a management intern, Financial & Management Analyst, and as Economic Development Director. He was also heavily involved in local government while still in his MPA program, working on several consulting projects with Utah cities. He has extensive experience with municipal finance and budgeting, as well as rates and fees.

As economic development director, Aaron was heavily involved in the Eagle Mountain's commercial boom. From providing analytical support, coordinating marketing, or directing business development, his efforts have resulted in over \$2.225 billion in direct investment in Eagle Mountain City. This includes the large investments by Meta (2018), Tyson Fresh Meats (2019), and Google (2021).

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- Eagle Mountain Utility Rate Analysis
- Eagle Mountain Police Service Delivery Analysis
- Eagle Mountain Information Technology Service Delivery Analysis
- Creation of Eagle Mountain Chamber of Commerce
- Creation of Eagle Mountain Neighborhood Match Grant Program
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- Creation of Eagle Mountain City Annual Comprehensive Financial Report
- Creation of Eagle Mountain City Popular Annual Financial Report
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- Eagle Mountain Economic Development Master Plan
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- Heber Business License Fees
- Harrisville Business License Fees
- Saratoga Springs Development Fees
- Newton Water Impact Fee Analysis
- Mendon Water Impact Fee Analysis



Susan C. Becker, AICP

Vice President

Zions Public Finance, Inc. | Municipal Consulting Group

For the past 29 years, Susie has specialized in fee studies and economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region, including funding mechanisms for the large Point of the Mountain project that spans Salt Lake and Utah counties, has testified before the Governor's Legislative Task Forces on economic policies and procedures in Utah and in impact fees, has been involved with numerous fee studies, as well as the creation of a multitude of community reinvestment areas. Her experience stretches from issues such as affordable housing concerns in resort communities like McCall, ID, to redevelopment of a large deteriorating commercial center in Mesa, AZ – the Fiesta District to utility rates for a newly-incorporated entity. She has a MBA degree, AICP and a securities license (Series 50 and 52).

Education

Master of Business
Administration, University of
Utah
MBA Ace and Dean's Scholar
Bachelor of Arts, Humanities,
Brigham Young University

Public Service and Affiliations

Municipal Securities Registered
Representative
American Institute of Certified
Planners (AICP)
University of Utah Business School
Alumni Association Board of
Directors
Urban Land Institute, Mentor
Utah Redevelopment Association
Utah Economic Alliance
Utah League of Cities and Towns,
Land Use Task Force
WFRC Economic Development

Selected Presentations

"Downtown Revitalization," Utah
League of Cities and Towns
"Basics of Market Analysis," Main
Street Annual Conferences
"Weathering the Economic Storm,"
Utah League of Cities and Towns
"Redevelopment in Utah," Utah
County and Davis County Economic
Alliance
"The Marriage of CDAs and SAA's,"
Utah League of Cities and towns
"Downtown Revitalization and
Economic Development," University
of Utah School of Architecture
"Economics and Planning," Utah
League of Cities and Towns
"Economic Development Policies and
Practices," Governor's Economic
Task Force and Utah Economic
Alliance

- Timpanogos Special Service District (TSSD) Impact Fees and Rates
- Mountain Regional Water Rates and Impact Fees
- Lehi Culinary Water and PI Rates
- Farmington Impact Fees – Water, Storm, and Roads
- Clearfield City Culinary Water, Sewer and Storm Rate Impact Fees and User Rates
- Herriman Water Rates
- Saratoga Springs Storm and Sewer User Rates
- Saratoga Springs Parks and Recreation, Public Safety, Storm Water and Transportation Impact Fees
- Moab Water and Sewer Rates and Impact Fees
- Syracuse Impact Fees
- Herriman Impact Fees
- Layton Park and Transportation Impact Fees
- Marriott-Slaterville Secondary Water Fees
- Orem City Impact Fees
- Provo City Impact Fees
- Plain City Impact Fees
- Hurricane City Electric Fees
- Pleasant View Culinary Water & Storm Water Impact Fees and Rates
- South Weber Culinary Water and Sewer Impact Fees and User Rates
- North Salt Lake Culinary Water and PI User Rates
- Salem City Water and PI Rates
- Park City Impact Fees
- Salt Lake City Northwest Quadrant CRA Benefits Analysis
- North Fork SSD Rates
- Heber City Utility Rates
- Riverton Fire Impact Fees
- Unified Fire Service Area Impact Fees
- Millcreek Incorporation Feasibility Study
- Mount Olympus Improvement District Rates and Impact Fees
- Washington County Emergency Services Feasibility Study

MEMORANDUM OF UNDERSTANDING**BUSINESS LICENSE FEE, DEVELOPMENT SERVICES FEE, IMPACT FEE, AND OTHER FEE ANALYSIS**

To: Penny Butler
From: Fred Philpot, LRB Public Finance Advisors
Date: July 22, 2025
RE: Fee Study, Impact Fee Analysis, and Benchmark Analysis

LRB Public Finance Advisors is pleased to submit this proposal for a business license fee, development services fee, impact fee, and other fee analysis, including a benchmark analysis. Our approach will provide a clear nexus between the services provided by the County and the cost of providing these services. We reference all source information and provide formulas to ensure the information can be verified, resulting in an analysis that is concise and defensible. Utah Code provides for the use of development-related fees and limits these fees to the reasonable costs of regulation (Utah Code 10-9a-510 & 17-27a-509). The Impact Fee Act (Utah Code 11-36a) will govern the calculation of all impact fees. The fees should be reasonably related to the costs a governmental entity incurs in the regulation of the development activity (e.g., inspections, reviews, etc.). The following scope will be completed to meet legislative requirements and create a defensible fee structure.

FEE STUDIES

- | | |
|-----------------------------|-----------------------------|
| ■ Fees Considered | ■ Fire & EMS |
| ■ Airport | ■ Garbage |
| ■ Animal Control | ■ GRAMA Request |
| ■ Ambulance | ■ Library |
| ■ Building and Park Rentals | ■ Marriage Licenses |
| ■ Building Permits | ■ Planning & Development |
| ■ Business License | ■ Excavation Fees for Bonds |
| ■ Fairgrounds | ■ Recreation |

TASK 1: PROJECT ORIENTATION AND KICKOFF

An initial kickoff meeting with County staff is crucial and can help provide a vision for the entire project. LRB will orient staff to the project, identify data needs, clarify scope, and articulate the method proposed in development the appropriate fee structure. LRB will also discuss any concerns and issues, establish consensus regarding deliverables, refine scheduling for project completion, and set up interviews with individual departments involved in the permitting process.

TASK 2: DEVELOP AND REVIEW OF PROCESS MAPS

Process maps can be very useful in establishing fee procedures. LRB will work with staff to develop a “map” of each fee process, including time and action items. Each process map will include the following:

- Identify tasks involved in each fee process.
- Review existing fee schedules and determine areas of concern or where there may be unique inputs.
- Identify employees and time spent by each employee involved in each task.
- Discuss multi-stage permitting or licensing.

TASK 3: CONDUCT BASE SERVICE ANALYSIS

The base service cost analysis is developed around three sub-components as follows: employee base cost, department overhead and administrative overhead. Employee base cost represents the cost associated with individual department personnel to process each application/permit. Department overhead represents the general cost to operate the applicable department (e.g., expenses related to employee training, materials, professional development, etc.). Administrative overhead represents the cost of "shared" services allocated to each department and employee on a per minute basis. Examples of the types of cost included in this category are the County's administrative functions (e.g., County Administrator, Treasurer, Finance Department, etc.), the legislative function, buildings, etc. Each of these administrative departments provides services to the other departments within the County, thus a portion of the administrative overhead is carried by these departments as a cost.

TASK 4: DISPROPORTIONATE SERVICES ANALYSIS

Disproportionate service costs include the additional costs, which some fees incur because of increased regulatory requirements and due to additional time and effort to process.

TASK 5: DEVELOPMENT OF FEE SCHEDULE

Based on an analysis of the County's current fee structure and Tasks 1-4, LRB will develop a revised fee for: 1) fees assessed by the planning department; 2) engineering fees (engineering review fee and land disturbance fees) assessed by the engineering department; and, 3) building department permit fees, 4) business license fees, and 5) other fees identified on the County's fees schedule. LRB will also include a comparison of surrounding municipalities fee schedules to determine if there are fees that the County could include in the fee analysis.

TASK 6: REVENUE ANALYSIS

Following the creation of the fee schedule, LRB will perform a revenue analysis, which will consist of a comparison of revised fees and total historic permits processed by department to illustrate revenue generation relative to revenue needs.

TASK 7: WORKSHOPS AND PRESENTATION

LRB proposes to attend three meetings with staff and two County Commission meetings. The County has indicated that these meetings will be attended virtually.

TASK 8: DELIVERABLES

LRB will provide all pertinent deliverables before the final presentation to the County Commission. LRB will ensure all final documents are incorporated into the project transcript. Deliverables will consist of the following:

- Final Report and Analysis
- Final Presentation and Summary for County Commission and Public



PROPOSED COST

The total combined price for the services described above, including travel, printing costs, overhead, and meeting attendance expenses. LRB will review the scope and timeline with the County during the kick-off meeting. LRB will coordinate with the County to gather all necessary data to implement the studies. LRB's scope will provide the County with a defensible fee schedule.

BUSINESS LICENSE FEE STUDY

	VICE PRESIDENT	ANALYST	
FEE	\$200	\$180	TOTAL
Task 1: Project Orientation and Kickoff	2.00	-	\$400
Task 2: Develop and Review of Process Maps	2.00	17.00	\$3,460
Task 3: Conduct Base Service Analysis	8.00	30.00	\$7,000
Task 4: Disproportionate/Enhanced Services Analysis	2.00	3.00	\$940
Task 5: Develop Fee Schedule	4.00	10.00	\$2,600
Task 6: Optional Rental Unit Analysis	4.00	10.00	\$2,600
Task 7: Revenue Analysis	5.00	6.00	\$2,080
Task 8: Workshops and Presentations (3 Virtual Meetings with Staff & 2 In Person County Commission Meetings)	20.00	2.00	\$4,360
Task 9: Deliverables	3.00	5.00	\$1,500
Total	50.00	83.00	\$24,940

PLANNING AND DEVELOPMENT FEES (BUILDING, PLANNING, ENGINEERING, & OTHER FEES)

	VICE PRESIDENT	ANALYST	
FEE	\$200	\$180	TOTAL
Task 1: Project Orientation and Kickoff	2.00	-	\$400
Task 2: Develop and Review of Process Maps	2.00	17.00	\$3,460
Task 3: Conduct Base Service Analysis	10.00	40.00	\$9,200
Task 4: Disproportionate/Enhanced Services Analysis	2.00	3.00	\$940
Task 5: Develop Fee Schedule	10.00	25.00	\$6,500
Task 6: Revenue Analysis	10.00	10.00	\$3,800
Task 7: Workshops and Presentations (3 Virtual Meetings with Staff & 2 In Person County Commission Meetings)	5.00	6.00	\$2,080
Task 8: Deliverables	2.00	5.00	\$1,300
Total	43.00	106.00	\$27,680

IMPACT FEE STUDIES

LRB understands the County intends to complete an impact fee facilities plan (IFFP) and impact fee analysis (IFA) for Emergency Services. Our approach will provide a clear nexus between the needed capital facilities and the proposed impact fees. The following scope will be completed to meet legislative requirements and create a defensible impact fee.

PHASE I: PROJECT INITIATION & KICK-OFF MEETING

All members of the project team will attend the project initiation or "kick-off" meeting (held remotely). This provides an opportunity for the team to understand, in detail, all relevant current issues & establish the appropriate lines of communication. This meeting also **establishes consensus** around the key issues that affect the County and the studies at hand. LRB staff will utilize this meeting to begin the process of gathering and reviewing planning information.

PHASE II: DATA GATHERING AND FACILITATION

LRB will facilitate the development of each IFFP. Key tasks for this process will include:



- **Task: Demand Growth Analysis and Level of Service (LOS)**
 - LRB will evaluate demand data and use this information to determine the existing level of service.
- **Task: Determination of Existing Capacity and Equity Buy-In**
 - LRB will utilize the County's existing depreciation schedules and input from staff to evaluate existing facilities and excess capacity based on the existing LOS.
- **Task: Identify Impact Fee Eligible Capital Facilities**
 - The LOS and growth in demand will be used to determine needed facilities.
- **Task: Identify a Financing Structure for Future Capital Project Needs**
 - LRB will evaluate proposed financing strategies related to new facilities. In addition, LRB will evaluate funding mechanisms for existing facilities that have excess capacity.

PHASE III: IFA CREATION

LRB will complete the IFA related to each service. LRB will ensure the impact fee analysis and proportionate share analysis complies with all legislative requirements. Specific tasks include:

- **Task: Excess Capacity & Future Capital Facility Analysis**
 - LRB will rely on data gathered in the tasks above to estimate the proportionate share of costs for existing capacity that will be recouped and the costs of impacts on system improvements that are reasonably related to the new development activity. LRB will comply with all requirements of the Utah Impact Fee Act.
- **Task: Create Impact Fee Schedules**
 - LRB will calculate the impact fees and create impact fee schedules and formulas for calculating adjusted impact fees.
- **Task: Cash Flow Analysis**
 - LRB will also prepare a cash flow analysis of impact fee funds to forecast impact fee revenues, annual growth-related costs, and any revenue shortfalls.

PHASE IV: IMPLEMENTATION

- **Task: Preliminary Findings Meeting**
 - After the completion of the above items, LRB will meet with County staff to review the preliminary findings of the models. This meeting will allow LRB to provide a status update for the projects and receive any feedback regarding model assumptions. LRB feels this meeting also provides important interaction with the County and ensures quality control.
- **Task: Prepare Draft Documents**
 - LRB will prepare written IFA for sewer services identified in the tasks above.
- **Task: Assist with Noticing and Enactment**
 - LRB will assist with all noticing requirements and the drafting of the impact fee enactments. All notice records and the official enactment will be recorded in the impact fees transcript.
- **Task: Legislative Work Session**
 - LRB's expertise includes presentation of detailed data to the legislative body during a work session to review assumptions.
- **Task: Provide Final Written Impact Fee Analysis, Transcript and Certification**
 - The final written analysis will ensure that all elements of the Impact Fees Act (including impact fee certification) are considered. LRB will also certify the IFA. LRB will work with legal counsel to ensure that all elements required by the Act are incorporated into the resolution and will assist in the adoption process as needed.



- **Task: Hold Public Hearing and Final Adoption of IFFP and IFAs**

- LRB will prepare a presentation of findings for the public hearing with final impact fees and rate recommendations. LRB will prepare a presentation at the public hearing and will ensure the project transcript is complete following final adoption of the impact fees. The final deliverable will be the project transcript, which will include the IFFP and IFA.

LRB will also provide comparable information for surrounding communities as needed, to help County Staff educate the public about the proposed impact fees. LRB personnel will attend all necessary council meetings, public hearings, and work sessions. LRB will present the study and recommendations to County staff, the County Commission, and stakeholders during a public hearing, to answer questions and address any concerns that may arise.

COST PROPOSAL

The combined fee to complete this scope of services is estimated at \$13,300.

IMPACT FEE UPDATE

	Emergency Services
Project Initiation & Kick-off Meeting	1.00
Review Existing Planning Documents	2.00
Demand Growth Analysis and Level of Service (LOS)	5.00
Determination of Existing Capacity and Equity Buy-In	10.00
Identify Impact Fee Eligible Capital Facilities	10.00
Identify a Financing Structure for Future Capital Project Needs	4.00
Excess Capacity & Future Capital Facility Analysis	7.00
Create Impact Fee Schedules	10.00
Preliminary Findings Meeting (1 Virtual Meeting)	1.00
Prepare Draft Documents	8.00
Assist with Noticing and Enactment	0.50
Legislative Work Session (1 Meeting)	2.00
Provide Final Written Impact Fee Analysis, Transcript and Certification	4.00
Hold Public Hearing and Final Adoption of IFFP and IFA (1 Meeting)	2.00
Total Hours	66.50
Cost Estimate	\$13,300





27 June 2025

Penny Butler
pbutler@morgancountyutah.gov

RE: PROPOSAL FOR COMPREHENSIVE FEE STUDY FOR MORGAN COUNTY

Dear Cindee:

Zions Public Finance Inc. (ZPFI) enthusiastically submits this Proposal to provide Morgan County with consulting services to conduct a Comprehensive Fee Study. Our consultants have crafted hundreds of fees across multiple categories, and we feel our team is uniquely qualified to assist the County in this important project for the following reasons:

- ZPFI stays current on the issues surrounding all types of rates and fees in Utah and has testified before the Utah Legislature on issues relating to various types of fees studies.
- Our experience with impact fees and rates ranges from small towns like Centerfield, to mid-size cities like Clearfield, to larger cities like Provo and Orem and to water districts like Granger-Hunter Improvement District. We understand that each community is unique, have seen a vast range of concerns over the years, and are prepared to work closely with you to meet your specific needs.
- Our financial models are highly interactive. As part of the process, we can sit down with our clients and show impacts to the calculations from varying assumptions.

We look forward to the opportunity of working with the County on this important project.

Best Regards,

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

Aaron Sanborn
Vice President, Zions Public Finance, Inc.
One South Main St, 18th Fl
Salt Lake City, UT 84133
801.844.7397
aaron.sanborn@zionsbancorp.com

I. Experience and References



Zions First National Bank was founded in Salt Lake City in 1873 and continues its legacy of strength and stability as one of the oldest financial institutions in the Intermountain West.

To bring value to individuals, small-to middle-market businesses, nonprofits, corporations and institutions, Zions Bank provides a wide range of traditional banking and innovative services. Zions Bank is a division of ZB, N.A., which operates in nearly 500 local financial centers across 11 Western states: Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. ZB, N.A.'s parent company is Zions Bancorporation, which is included in the S&P 500 and NASDAQ Financial 100 indices (NASDAQ: ZION).

Our department, Zions Public Finance, Inc. (ZPFI), is comprised of a team of 21 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: 1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and 2) municipal consulting services focusing on economic development, planning, real estate development advisory and fee-related services.

II. Project Approach

Fee Studies

Our general approach to conducting a fee analysis is to first, work with County to gather key information, including the following:

- Internal process to issue a license, fee, or permit, from application to completed license.
- Breakdown of every staff member that processes a license, fee, or permit.
 - Includes wage information for all personnel.
- County departmental budgets and staffing levels to identify direct and indirect costs.
- Number of licenses, fees, or permits issued in a year.

After we obtain initial information from the County, we set up a model that includes all necessary elements to determine actual costs to the County, and identify potential fee amounts for each category. Then, we recommend meeting with you via Teams to go over initial data and to show you preliminary findings in the model. As needed, we can adjust the model based on additional data or needs.

We will present the fee study as a Word document, as well as in a PowerPoint format to staff, County Commission, etc., as requested by the County.

Optional Extras

- Disproportionate Business License Fees
 - An additional element to business license fees is the option to identify the disproportionate amount of police calls for service and disproportionate inspections (i.e., beer license, pawn shops, day cares, etc.) to certain business groupings. This is fairly time intensive and would be an additional cost to the County.

III. Cost Proposal

The following cost proposal is based on information provided by the County. If additional fee studies are desired, those would increase the total cost.

TABLE 1: FEE STUDY COSTS

Fee Category*	Total Cost
Airport	\$1,625
Animal Control	\$1,625
Ambulance	\$3,125
Building & Park Rentals	\$1,625
Building Permits	\$6,250
Business License	\$8,250
Disproportionate BL Analysis (Optional Extra)	\$3,000
Fairgrounds	\$1,625
Fire & EMS	\$6,250
Garbage	\$1,625
GRAMA Request	\$1,375
Library	\$1,375
Marriage Licenses	\$875
Planning & Development	\$8,250
Recreation	\$3,125
Totals	\$50,000
*Additional License, Fee, Permit Categories – Dependent on category and number of fees requested.	

As mentioned previously, if the County desires a disproportionate analysis to be conducted in conjunction with the base business license fee analysis, there would be an additional cost, as shown in the table.

Our total fee proposal is therefore between \$47,000 and \$50,000 depending on which options are selected by the County. The proposed fee assumes that meetings would generally be held remotely. If in person meetings are required, the fee would need to be adjusted to account for this need.

IV. Project Schedule

Depending on the total number of fees examined, the total process could be completed within 3-4 months.

Resumes of Key Personnel



Education

Master of Public
Administration, Brigham
Young University

Bachelor of Arts, History,
Brigham Young University

Public Service and Affiliations

Utah Alliance for Economic
Development

International Economic
Development Council

International City/County
Management Association

ICMA BYU Student Chapter
President

Eagle Mountain Chamber of
Commerce Board of
Directors

Aaron C. Sanborn

Vice President

Zions Public Finance, Inc. | Municipal Consulting Group

Although new to ZPFI, Aaron has over ten years of experience with local government and municipal research. Prior to joining ZPFI, Aaron worked for Eagle Mountain City as a management intern, Financial & Management Analyst, and as Economic Development Director. He has extensive experience with municipal finance and budgeting, as well as rates and fees.

As economic development director, Aaron was heavily involved in the Eagle Mountain's commercial boom. From providing analytical support, coordinating marketing, or directing business development, his efforts have resulted in over \$2.225 billion in direct investment in Eagle Mountain City. This includes the large investments by Meta (2018), Tyson Fresh Meats (2019), and Google (2021).

Aaron's experience includes:

- Eagle Mountain Gas & Electric Utility Sale
- Eagle Mountain Utility Rate Analysis
- Eagle Mountain Police Service Delivery Analysis
- Eagle Mountain Information Technology Service Delivery Analysis
- Eagle Mountain Economic Development Master Plan
- Bountiful General Plan
- Salt Lake County Leverage Ratio Analysis
- Twin Falls Bridge Alternatives Economic Analysis
- Point of the Mountain Transit Alternatives Analysis
- Point of the Mountain Funding Analysis
- Payson Station Area Plan
- Vineyard Station Area Plan
- Clearfield Station Area Plan
- South Salt Lake City Area Plan
- Salem Transportation Impact Fees
- Centerfield Impact Fees – Culinary Water, Secondary Water, Wastewater
- Saratoga Springs Downtown Plan
- Providence Sewer Feasibility Study
- Redevelopment Agency Annual Reports for multiple cities
- Newton Water Impact Fee Analysis
- Mendon Water Impact Fee Analysis
- Herriman Economic Development Strategic Plan
- Heber Business License Fees
- Harrisville Business License Fees
- Syracuse Good Landlord Rental Fee Analysis
- Saratoga Springs Planning & Zoning Fee Study
- New Harmony Valley Special Service District Fire Impact Fee
- North Fork Special Service District Fire Fee Analysis
- North Logan Main Street Master Plan
- Salt Lake City Consolidated Housing Plan
- Salt Lake City Economic Development Master Plan
- North View Fire District Fire Impact Fee
- West Jordan Planning & Zoning Fees
- Provo Business License Fees
- Erda Business License Fees

**Susan C. Becker, AICP****Senior Vice President**

Zions Public Finance, Inc. | Municipal Consulting Group

For the past 29 years, Susie has specialized in fee studies and economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region, including funding mechanisms for the large Point of the Mountain project that spans Salt Lake and Utah counties, has testified before the Governor's Legislative Task Forces on economic policies and procedures in Utah and in impact fees, has been involved with numerous fee studies, as well as the creation of a multitude of community reinvestment areas. Her experience stretches from issues such as affordable housing concerns in resort communities like McCall, ID, to redevelopment of a large deteriorating commercial center in Mesa, AZ – the Fiesta District to utility rates for a newly-incorporated entity. She has a MBA degree, AICP and a securities license (Series 50 and 52).

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"Redevelopment in Utah," Utah
County and Davis County Economic
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"The Marriage of CDAs and SAA's,"
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- Salt Lake City Northwest Quadrant CRA Benefits Analysis
- North Fork SSD Rates
- Heber City Utility Rates
- Riverton Fire Impact Fees
- Unified Fire Service Area Impact Fees
- Millcreek Incorporation Feasibility Study
- Mount Olympus Improvement District Rates and Impact Fees
- Washington County Emergency Services Feasibility Study

**Education**

Bachelor of Science of
Business Administration,
Economics,
University of Miami

Master of City and
Metropolitan Planning,
Specialization in Housing
and Community
Development,
University of Utah

Ryan K. Smith**Financial Analyst**

Zions Public Finance, Inc. | Municipal Consulting Group

Ryan graduated from the Master of City and Metropolitan Planning program at the University of Utah with his M.C.M.P., specializing in Housing and Community Development.

From the start of his undergraduate career, Ryan's creative problem-solving skills and team-player attitude have brought successes in consulting projects. In 2019, his team won first out of seventy-five student teams in the Managing for Success in the Global Environment case competition at the University of Miami. He continued sharpening his consulting skills with TAMID Group at the University of Miami, providing student-led consulting services to start-up companies across the globe in industries ranging from healthcare to marketing. He won the student organization's Outstanding Consulting Analyst Award in 2020 for outstanding performance and work ethic. Ryan graduated summa cum laude with a B.S.B.A. in Economics from the University of Miami Herbert Business School in 2022.

In both his academic and professional history, Ryan has studied planning, housing, transportation, infrastructure, and community development from an economic perspective. He has demonstrated the ability to combine quantitative and qualitative approaches to provide clients with data-driven, actionable insights. He uses economic methods, GIS tools, and qualitative inquiry to analyze, visualize, unravel, and synthesize real estate market data, socioeconomics and demographics, fiscal and financial information, and transportation trends.

Ryan's experience includes:

- Utah Motorsports Campus, Market Analysis
- Riverton Housing Report (2023)
- West Point General Plan Update, Housing Element (2023)
- Mesa, AZ Balanced Housing Plan
- Vineyard Station Area Plan, Market Study
- UTA TechLink, Redevelopment Analysis and Economic Opportunity Report
- Midway Mobility Study, Housing Element
- Kaysville CRA Update
- Heber City CRA Update
- Larry H. Miller Real Estate, Cedar Crest Housing Report
- Millcreek Housing Report (2024)
- North Salt Lake General Plan, Housing Element (2024)

PROPOSAL

PROPOSAL TO:

Morgan County

TO CONDUCT A:

Countywide Fee Study

SUBMITTED BY:

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street, Portland, ME 04102

Kevin Price, MPP, PMP®, Prosci® CCP

Project Principal

Berry, Dunn, McNeil & Parker, LLC

kprice@berrydunn.com

Jesse Myott, MA

Project Manager

Berry, Dunn, McNeil & Parker, LLC

jmyott@berrydunn.com

Proposal Submitted On:

August 1, 2025

August 1, 2025

Morgan County
Attn: Penny Butler, Deputy Clerk
48 West Young Street
Morgan, UT 84050

Dear Penny Butler and Members of the Selection Committee:

On behalf of Berry, Dunn, McNeil & Parker, LLC (“BerryDunn,” “we,” “our”), I am pleased to submit this proposal describing how our team might assist Morgan County (the County) by completing a Countywide Fee Study.

BerryDunn is a nationally recognized professional services firm with 990 employees and 10 office locations from Maine to Hawai‘i. We are focused on **inspiring organizations to transform and innovate** and have preserved our reputation for excellence throughout our 51-year history. Our firm’s culture centers on a deep understanding of our clients’ commitment to serving the public. We proudly tailor each of our projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work—including County staff and constituents.**

Understanding the County’s Goals

We understand that Morgan County is exploring the possibility of conducting a Countywide Fee Study to help ensure its fees adequately cover the costs of providing services and support the County’s long-term fiscal planning. This will include assessing fees charged by surrounding municipalities to determine if the County should be charging for additional services. The County would like to assess the following fees:

- | | | |
|---------------------|------------------------|---------------------|
| ▪ Airport | ▪ Fairgrounds | ▪ Library |
| ▪ Animal Control | ▪ Fire and Emergency | ▪ Marriage Licenses |
| ▪ Ambulance | Medical Services (EMS) | ▪ Planning and |
| ▪ Building and Park | ▪ Garbage | Development |
| Rentals | ▪ Government Records | ▪ Recreation |
| ▪ Building Permits | Access and | ▪ EMS Impact Fees |
| ▪ Business License | Management Act | ▪ Excavation Fees |
| | (GRAMA) Request | |

How BerryDunn Can Help

As it relates to the County’s Fee Study, we would like to highlight the following unique attributes offered by our proposed team:



Recent experience conducting more than 30 public-sector fee and cost of service studies, including for Lake and Weld Counties, Colorado



Firsthand public-sector experience and well-rounded experience serving the full spectrum of county government operations



A refined, technical cost model designed to forecast any fee adjustment at the individual service level



Analytical technical and cost accounting methodologies to calculate the full cost of service, even when detailed data doesn’t exist

We are confident that if we are chosen to partner with the County on this important initiative, the County will come away with an accurate, accessible understanding of the costs required to provide the in-scope services, as well as an awareness of additional fees its peer communities collect, and a model for updating its current fees going forward.

We appreciate the opportunity to propose, and the time and consideration taken by the County to review our submission. As a principal in BerryDunn's Local Government Practice Group and leader of the Community Development and Utility Operations Practice, I can attest to the accuracy of our materials, and I am legally authorized to bind, negotiate, make presentations on behalf of, and commit our firm and our resources. Our proposal is a firm and binding offer valid for 120 days following the submission date of August 1, 2025.

If you have any questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kevin Price". The signature is fluid and cursive, with the first name "Kevin" and last name "Price" clearly distinguishable.

Kevin Price, MPP, PMP®, Prosci® CCP
Principal | Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street, Portland, ME 04102
Tel: 207.541.2379 | Email: kprice@berrydunn.com



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1. Firm Overview

BerryDunn is an award-winning professional services firm committed to integrity, authenticity, curiosity, collaboration, and harmony.

Founded in 1974, we employ 990 staff across 10 offices from Maine to Hawai'i. Deeply committed to serving the public, we have a dedicated Consulting Services Team that has supported more than 900 state, local, and quasi-governmental agencies. We proudly tailor each of our projects to recognize the work our clients do every day and to focus on what is most important: the County's staff and constituents.

We provide a full range of professional services that support our ability to complete the tasks outlined by the County. These include:

- **Cost of Service and Fee Studies**
- Business Process Improvement, Reviews, and Redesign
- Comprehensive/Master Planning
- Enterprise and Departmental Strategic Planning
- IT Assessments and Strategic Plans
- Leadership and Organization Development
- Organizational, Operational, and Staffing Analyses
- Organizational Change Management
- Performance Analyses
- Project Assessments and Remediation
- Software Planning and Procurement
- Software Implementation Project Management and Oversight

Within our Consulting Services Team, BerryDunn's Local Government Practice Group provides unparalleled expertise spanning the full spectrum of local government service delivery. Each practice, depicted in Figure 1, provides boutique services and specialized expertise complemented by access to the resources of a large firm.

Figure 1: Local Government Practice Group Specialization



BerryDunn's Community Development and Utility Operations Practice will serve the County on this initiative.

This practice supports communities in establishing the policies, processes, fees, and systems required to foster smart, sustainable, and efficient development. Our carefully composed team includes former planners, permitting managers, economic development specialists, public works directors, and financial analysts. Their knowledge spans planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, asset management, and more. Several are certified through the American Institute of Certified Planners (AICP), and all understand the importance of sound planning principles, community vision setting, and the need for innovative policies and regulations to carry out planning priorities.

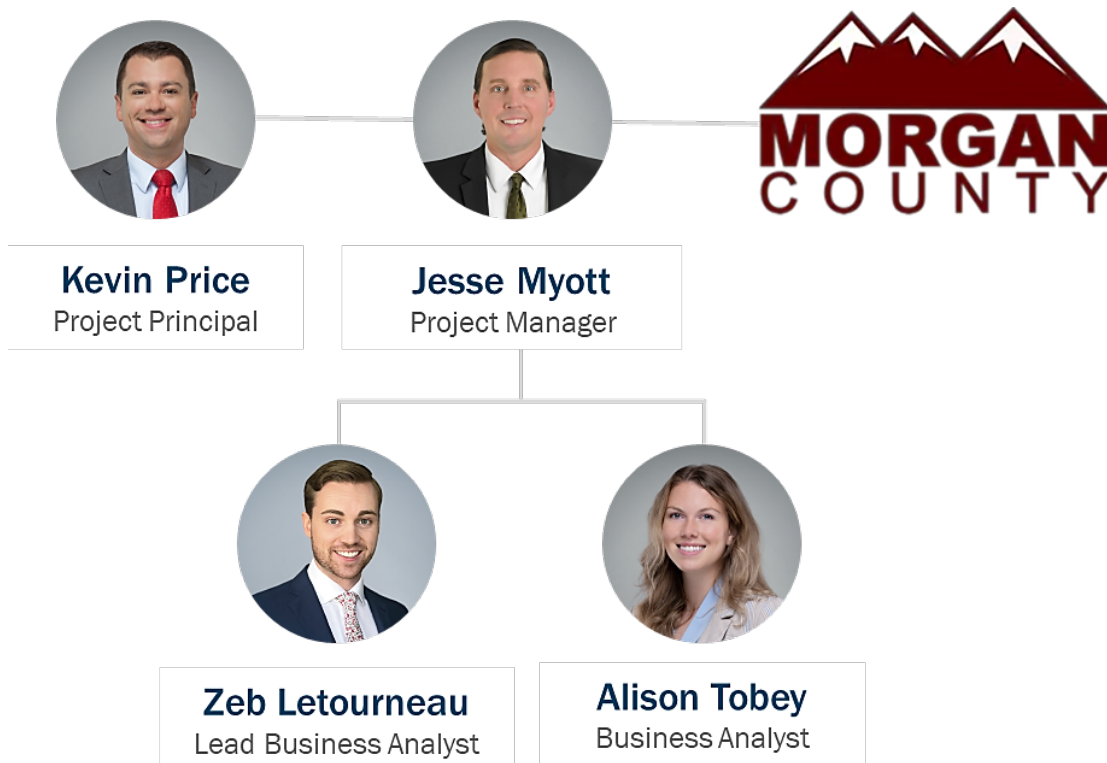
2. Project Team

2.1. Organizational Structure

At BerryDunn, we believe in the synergy that accompanies a team approach. That said, we have carefully assembled a project team with unique and specialized qualifications that coincide with the needs and desired outcomes of the County. **These project team members will remain committed, available, and assigned to perform the County's requested work effort.**

Figure 2 describes the organizational structure of our project team, followed by a listing of project staff. It should be noted we do not intend to subcontract any portion of the County's desired scope of work.

Figure 2: Project Team Organizational Structure



2.2. Roles, Responsibilities, and Qualifications

On the following pages, we list our project team members' experience, qualifications, and expertise as they relate to projects of this nature and work with comparable local government clients. Our project team members' full resumes can be found in **Appendix A** for further review.



Kevin Price, MPP, PMP®, Prosci® CCP | Project Principal

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads our Community Development and Utility Operations Practice, assisting local government clients with fee analysis, business process improvement, system selection, and implementation projects. A certified Project Management Professional® (PMP®), Kevin has extensive experience in assessing the business needs and processes of municipal clients for permitting, inspections, planning, code enforcement, and land management functions. Kevin is also a Lean Six Sigma Green Belt, allowing him to continuously define, measure, analyze, improve, and control projects and environments for his clients. Kevin has supported some of BerryDunn's largest and most complex clients and worked with the Cities of Midvale and Herriman City, Utah. He has served as project principal on more than 20 comparable fee studies, including those for the Counties of Lake and Weld, Colorado; Alachua County, Florida; and Travis County, Texas.

As **project principal**, Kevin will:

- Have overall responsibility for the services we have proposed to the County
- Help ensure the commitment of our firm and appropriate resource allocation
- Review and approve all deliverables in accordance with BerryDunn's quality assurance processes



Jesse Myott, MA | Project Manager

Jesse is a manager in BerryDunn's Local Government Practice Group. He has over 12 years of public-sector experience, focusing on supporting local governments with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. Jesse has led more than 30 cost of service and cost allocation projects for local governments from California to Massachusetts, and he regularly supports the financial management components of development process assessment and organizational improvement projects. His recent fee study clients include, but are not limited to, the Counties of Weld and Lake, Colorado; Alachua County, Florida; Travis County, Texas; City of Boise, Idaho; City of Bozeman, Montana; and City of Tucson, Arizona.

As **project manager**, Jesse will:

- Act as the primary liaison with the County
- Be responsible for maintaining a constructive and clear line of communication between the County's staff and BerryDunn
- Monitor project progress and track the initiation and completion of tasks and milestones



Zeb Letourneau, PMP® | Lead Business Analyst

Zeb is a manager with BerryDunn's Government Consulting Group. He specializes in providing encompassing support to clients across the country for audit and financial compliance projects. He brings expertise and experience in cost allocation, rate setting, cost accounting and recovery, data analysis, grant management and subrecipient monitoring, and programmatic, IT control, and forensic auditing. As a certified PMP®, Zeb brings A Guide to the Project Management Body of Knowledge (PMBOK® Guide) best practices to each project to help clients achieve their project objectives. He regularly supports county

governments, including Maricopa County, Arizona; City and County of Denver, Colorado; Lewis County, Washington; Outagamie County, Wisconsin; and Androscoggin and Kennebec Counties, Maine. He is currently working with the proposed team on a building permit fee study for Weld County, Colorado.

As **lead business analyst**, Zeb will:

- Lead the project team with facilitating meetings, preparing status reports, and developing project deliverables in a timely manner



Alison Tobey, MA, LSSGB | Business Analyst

Alison is a senior consultant in BerryDunn's Local Government Practice Group. She regularly assists our project teams in fact-finding exercises, in-person and virtual community engagement efforts, and deliverable development. She has supported a range of projects, from fee studies to communitywide comprehensive planning to enterprise system needs assessment and system selection efforts. Alison has a master's degree in Global Policy and International Affairs and prior work experience as a journalist. As a result, she is especially skilled in communication, content development, research, and analysis. Alison has served as a business analyst on similar fee studies, including those for the Alachua County, Florida; City of Boise, Idaho; Weld County, Colorado; City of Tampa, Florida; and Town of Smithfield, Rhode Island.

As **business analyst**, Ali will:

- Support the project team with facilitating meetings, preparing status reports, and developing project deliverables in a timely manner

Additional Support | The BerryDunn Network

BerryDunn's Consulting Services Team includes more than 400 consultants, including more than 80 Local Government Practice Group consultants who specialize in supporting public-sector clients. As needed, our project team will draw on the support of our vast pool of business analysts and subject matter experts. These consultants will provide in-depth knowledge of various aspects of local government and support the project team with efforts related to fact-finding, research, and deliverable development.

3. Relevant Experience

3.1. Fee Study Experience

In Table 1, we provide a representative sample of our team's experience conducting fee study, cost recovery, and cost allocation planning projects for various county and municipal governments across the country. This well-rounded perspective will bring value to the County as it strategically plans for the coming years. BerryDunn's holistic approach will center both County personnel and the constituents you serve.

Table 1: Sample Experience of Services Provided Across Departments

Department/Service Area	Client	Work Performed
Community Development and Utility Operations	Alachua County, FL	Building and Fire Permit Fee Study
	City of Boise, ID	Entitlement, Permitting and Inspections Service Cost and Fee Analysis
	City of Bozeman, MT	Community Development Fee Review Study
	City of Bozeman, MT	Engineering Review Fee Study
	City of Bozeman, MT	Infrastructure Review Fee Study
	City of Gainesville, FL	Building Permit Cost of Service Study
	City of Gainesville, FL	Fee Schedule Update
	City of Dallas, TX	Comparative Building Permit Fee Study
	City of Fernandina Beach, FL	Building Division Fee Study
	City of Hallandale Beach, FL	Building, Planning, Zoning, Engineering Fees Assessment
	City of Homestead, FL	Permit Fee Study
	City of Largo, FL	Building Permit Fee Study
	City of Pasadena, CA	Rent Stabilization Department Cost of Service Study
	City of Tucson, AZ	Cost of Service Study and Fee Schedule Redesign
	City of Villa Park, CA	Public Works, Engineering, Planning, and Building Fee Study
	Lake County, CO	Community Planning and Development Fee Study
	Manatee County, FL	Building and Development Services Fee Study
	Sonoma County, CA	Fee and Cost Recovery Peer Comparison

Department/Service Area	Client	Work Performed
	Town of Longboat Key, FL	Comprehensive Fee Study
	Town of Smithfield, RI	Water Rate Study
	Town of Smithfield, RI	Sewer Rate Study
	Town of Smithfield, RI	Utility Billing Analysis
	Town of Smithfield, RI	Solid Waste and Recycling Cost of Services
	Travis County, TX	Development Review Process and Fee Study
	Weld County, CO	Building Permit Fee Study
Parks and Recreation	Charleston County, SC	Cost of Service and Fee Study
	City of Bozeman, MT	Recreation Cost of Service Study
	City of Boulder, CO	Open Space and Mountain Parks Comprehensive Fee Review
	City of Cape Coral, FL	Comprehensive Fee Study
	City of Jefferson City, MO	Cost Recovery Study/Plan
	City of Ferguson, MO	Cost of Service Analysis
	City of Grapevine, TX	Cost Recovery, Fee Study, and Resource Allocation Plan
	City of Henderson, NV	Parks and Recreation Cost Recovery and Fee Study
	City of Hillsboro, OR	Parks and Recreation Cost of Service Study
	City of Lynchburg, VA	Cost of Service Analysis
	City of Mesa, AZ	Cost of Service Analysis
	City of Mobile, AL	Cost Recovery Analysis
	City of Pflugerville, TX	Cost of Service and Fee Study
	City of Raleigh, NC	Cost of Service and Fee Study
	City of Richmond, CA	Recreation Department Fee Study
	City of Sanibel Island, FL	Cost of Service Analysis
	City of San Rafael, CA	Recreation Cost of Service Analysis
	City of Tampa, FL	Fiscal Analysis
	City of University Park, TX	Cost of Service Consulting
	Granville County, NC	Parks and Grounds Cost of Service Analysis

Department/Service Area	Client	Work Performed
	Howard County, MD	Fiscal Analysis
	Jackson County, MS	Cost of Service Analysis
	Maricopa County, AZ	Parks Fee Analysis
	Town of Cary, NC	Parks, Recreation, and Cultural Resources Cost Recovery Study
	Town of Crestwood, CO	Cost of Service Analysis
	Town of Queen Creek, AZ	Cost of Service and Fee Study
	Village of Riverside, IL	Cost of Service Analysis
	Wilmette Park District, IL	Cost of Service Analysis
	Winnetka Park District, IL	Cost of Service Analysis
Information Technology (IT)	City of Irving, TX	IT Department Cost Allocation Plan
Citywide	City of Villa Park, CA	Fee and Rates Charges Study

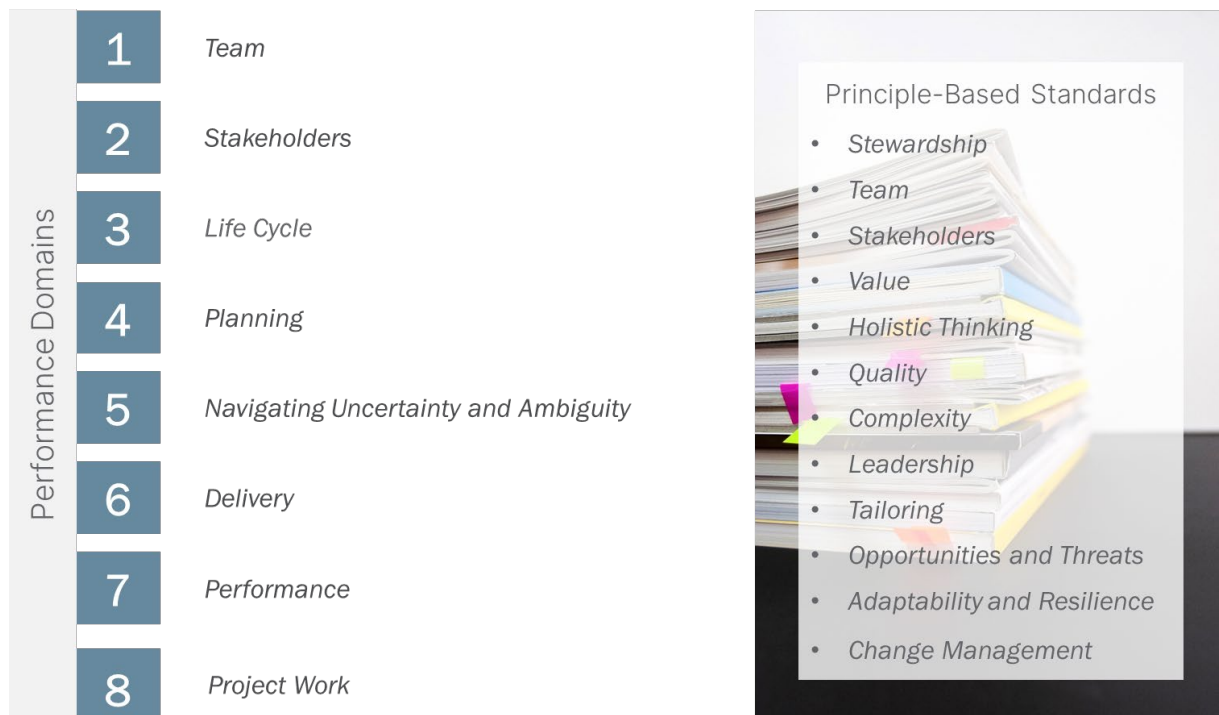
4. Project Approach

4.1. Project Management Methodology

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from the Project Management Institute®'s (PMI®) PMBOK® Guide.

Figure 3 illustrates the standards of project management as defined by performance domains and project delivery principles that are critical for effective delivery of project outcomes.

Figure 3: Performance Domains and Project Management Guiding Principles | PMBOK® Guide



4.2. Project Work Plan

BerryDunn strives to be flexible when it comes to developing and executing an effective work plan, and our past clients have appreciated our willingness to adapt to their needs. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

Our approach to executing the County's Fee Study is outlined below and designed to incorporate consistent project management best practices with each of the County's key deliverables and tasks. Our intent is to work with staff to help ensure we make the best use of your time. Ultimately, consistent collaboration can help promote buy-in and understanding for final recommendations.

You can expect our approach to include the following attributes:

- A methodology based on our extensive experience conducting similar fee studies
- Quality assurance processes that incorporate the County's review and approval of all deliverables
- Built-in project management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for the County's stakeholders to give input in the information gathering and fact-finding process and understand final recommendations

Figure 4 presents an overview of our proposed approach to completing the County's desired scope of work.

Figure 4: BerryDunn's Proposed Approach



Project Initiation and Management

To establish a strong foundation for the project and help ensure a high-level of quality and communication throughout the engagement, we will utilize project management best practices based on PMI®'s PMBOK® Guide and our experience conducting similar projects with municipal and county agencies and departments throughout the country.

The County can expect our team to complete the following project activities:

- ▶ Thorough project planning, including an initial planning teleconference between BerryDunn's team and the County's team to confirm project goals, objectives, and expectations.
- ▶ Virtual kickoff meeting: Following the initial planning call, we will conduct a virtual kickoff meeting with the County project team and identified stakeholders to discuss in greater detail the relationship of the current fees and charges environment, current cost recovery levels and revenue requirements, and current countywide goals and initiatives.
- ▶ Based on the information gathered from our initial project planning call and virtual kickoff meeting, we will develop a Project Work Plan and Schedule reflecting our proposal. This will outline the major tasks, timelines, and identified milestones.
- ▶ Documentation and data review, including but not limited to current fee schedules, lists of existing permit and service types and annual volume, revenue and expenditure budgets and reports, reserve balance reports (if applicable), detailed revenue reports by permit or service

Project Initiation and Management

type, organizational chart(s) and staffing rosters, personnel salary and benefit data, and other documentation deemed important to the study.

- ▶ Biweekly Project Status Meetings, which will describe activities and accomplishments for the reporting period, risk mitigation, deliverable reviews, scheduling discussions, and more.

Deliverable 1. Project Work Plan and Schedule

Deliverable 2. Biweekly Project Status Meetings

Phase 1. Cost of Service Analysis and Fee Study

During Phase 1, our project team will virtually interview staff and stakeholders and review applicable fee schedules and budgets. We will use this information to assess applicable County departments' current fees and charges environment. We will examine the customer service process, perform a personnel review, and develop an initial cost of service model. Our goal will be to identify key direct and indirect resources related to service delivery. We will then project cost recovery per core service category and/or per permit/service type, where applicable and the data allow. We will develop recommendations and recommend fee levels consistent with identified revenue requirements, cost recovery targets, reserve fund balance level requirements, if applicable and countywide strategic goals and objectives.

The County can expect our team to complete the following project activities:

- ▶ Virtually interview staff and stakeholders
- ▶ **Optional, conduct on-site review session(s)**
- ▶ Review applicable fee schedules
- ▶ Review applicable operating and capital budgets
- ▶ Review revenue and expenditure reports (actuals)
- ▶ Review personnel budgets
- ▶ Project the full cost for providing services
- ▶ Project the full cost for providing services by specific core service category
- ▶ Recommend methodologies for calculating fees and the amount of each fee by **core service area only (blanket adjustments)** to satisfy revenue requirements and cost recovery targets, and reserve fund balance levels, if applicable
- ▶ **Optional, Recommend methodologies for calculating fees and the amount of each fee by specific fee/permit/service to satisfy revenue requirements and cost recovery targets, and reserve fund balance levels, if applicable**
- ▶ Provide recommendations where it is not feasible to recover the full cost of providing a permit/service and also identify those instances where full cost recovery is attainable
- ▶ Recommend fees for services the County currently provides but for which no fee is currently assessed

Deliverable 3. Cost of Service Analysis/Model and Fee Study

Phase 2. Forecasting and Impact Analysis

Our team understands that the County must generate sufficient levels of revenue to sustain service delivery while also considering impact on its customers. During Phase 2, we will work with the County's project team to develop an approach to understanding the real-world impact of fees for services across applicable departments/core service areas, in particular how any proposed adjustments may affect the County's residential and commercial community and the County's financial position. Our goal will be to help ensure that recommended fee adjustments do not increase community disparities, determine who may be impacted by fee adjustments, understand the potential impact fee adjustments may have on policy, and identify strategies to utilize increased revenue to provide an increased level of County services. We will review findings, priorities, and recommendations with the County project team and external stakeholders as directed, through virtual workshops. The purpose of these workshops will be to gain perspective and understand the County's current and future goals.

The County can expect our team to complete the following project activities:

- ▶ Virtually facilitate review sessions staff and stakeholders
- ▶ Assess the impact of proposed fee adjustments
- ▶ Develop cost recovery targets for generating revenue, recovering costs, and funding the County's operations and growth trajectory
- ▶ Develop revenue requirement estimates and revenue projections for three fiscal years
- ▶ Develop expense projections for three fiscal years
- ▶ Develop reserve fund balance level projections for three fiscal years, if applicable
- ▶ Develop cost recovery targets
- ▶ Develop an accurate and thorough assessment of solutions designed to encourage strategic development, support residents, and promote community growth and quality of life

Deliverable 4. Forecasting and Impact Analysis

Phase 3. Fee Schedule Updates, Recommendations, and Peer Comparisons

Utilizing the Cost of Service Analysis and Fee Study and Forecasting and Impact Analysis completed in Phase 1 and Phase 2, our project team will identify and prioritize necessary changes to fee calculation methodologies and fee schedule structure and cost allocations, develop initial recommendations, and outline any additional, applicable areas where improvements should be considered. We will review findings, priorities, and recommendations with internal and external stakeholders during virtual workshops.

The County can expect our team to complete the following project activities:

- ▶ Facilitate virtual workshops
- ▶ **Optional** on-site fact-finding/review sessions (to be determined in conjunction with the County's project team)
- ▶ Validate fee schedule structure, fee calculation methodology, and full cost and revenue allocation methodology
- ▶ Where appropriate, demonstrate best practices and methodologies related to service delivery
- ▶ Identify other deficiencies and areas for improvement

Phase 3. Fee Schedule Updates, Recommendations, and Peer Comparisons

- ▶ Develop recommendations, priorities, and implementation strategies
- ▶ Provide additional consultative recommendations
- ▶ Survey up to three comparable counties/political jurisdictions to assess current and recommended fee levels related to similar County core services analyzed

Deliverable 5. Fee Schedule Updates, Recommendations, and Peer Comparisons

Phase 4. Finalization

We will prepare a Draft Cost of Service and Fee Study Report, which we will share with staff, with applicable stakeholders as directed. We will solicit feedback and discuss, document, and include desired modifications. We find that by sharing our initial findings and report with staff and stakeholders, we are able to establish consensus, build buy-in, and promote the long-term success of the recommendations and changes. Additionally, we will provide the County with the draft cost of service model in an easily accessible Microsoft Excel format.

The County can expect our draft findings and recommendations to include the following:

- ▶ ***Optional, Conduct an on-site review session with staff and the Board of County Commissioners to provide an overview of the full cost analysis and fee study report findings related to the current fiscal and service environment***
- ▶ Revenue and expense allocations to services related to the current fiscal and service environment
- ▶ Fee design and calculation recommendations
- ▶ Updated fee schedule(s) – structure and levels where applicable
- ▶ Additional, applicable findings and recommendations

Deliverable 6: Draft Project Report

As final project closeout and knowledge sharing activities, we will apply edits to the Final Cost of Service and Fee Study Report and Final Cost of Service Model, incorporating the County's feedback. We will review final project deliverables with staff and applicable stakeholders as directed. We find that involving staff in preparation of the final documents helps to transfer knowledge and helps ensure the successful implementation of the final recommendations.

The County can expect our team to complete the following project activities:

- ▶ After applying edits from the draft review, we will facilitate a virtual review session with the County to discuss feedback and recommendations
- ▶ Update the Cost of Service and Fee Study Report and Cost of Service Model to final
- ▶ Provide a single PDF file of the report and Microsoft Excel version of the cost model
- ▶ Present final project deliverables to County staff/leadership in an in-person presentation
- ▶ Prepare and deliver one final in-person presentation to the Board of County Commissioners

Deliverable 7: Final Project Report

Deliverable 8: Final Cost of Service Model

Deliverable 9: Final Presentation

4.3. Anticipated Timeline

Below, we highlight our proposed project schedule for completing the County's Fee Study. We expect this project to take approximately six to eight months, and we look forward to working in collaboration with the County to formalize this schedule. We are happy to expedite or elongate this process as necessary to accommodate the County's needs, while maintaining momentum throughout the work effort.

Phases	Months							
	One	Two	Three	Four	Five	Six	Seven	Eight
Project Initiation and Management	●	●	●	●	●	●	●	●
Phase 1. Cost of Service Analysis and Fee Study		●	●	●	●			
Phase 2. Forecasting and Impact Analysis				●	●			
Phase 3. Fee Schedule Updates, Recommendations, and Peer Comparison					●	●	●	
Phase 4. Finalization							●	●

5. Proposed Fees

Table 2 presents a breakdown of our proposed fees by project phase. Our proposed fee reflects the level of effort we believe is required to complete the requested scope. We plan to use hybrid methodologies to minimize travel costs and will bill for travel expenses only as incurred. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the County with the appropriate number of resources and level of expertise to complete the tasks defined in the scope of work
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Table 2: BerryDunn's Proposed Fees by Phase and Deliverable

	Phase	Fee Study by Core Service Area/Department Only	Fee Study by Individual Permit/Service (Additional Cost)
	Project Initiation and Management	\$7,800	-
1	Cost of Service Analysis/Model and Fee Study	\$27,820	\$16,640
2	Forecasting and Impact Analysis	\$6,760	-
3	Fee Schedule Updates, Recommendations, and Peer Comparison	\$19,760	-
4	Finalization	\$21,840	-
	Total Fixed Fee (excluding travel expense)	\$83,980	\$16,640
	Grand Total Fixed Fee (excluding travel expense)	\$100,620	
	<i>Travel Expense Estimate</i>	<i>\$3,500</i>	

Our fee proposal assumes that satisfying a deliverable is based on the County's signed acceptance. We will work with the County project manager to update our deliverables as required until they are accepted by the County. The County will not incur any additional costs associated with the process of reaching deliverable acceptance.

Appendix A. Resumes

Kevin Price, MPP, PMP®, Prosci® CCP

PRINCIPAL

Berry, Dunn, McNeil & Parker, LLC



EDUCATION AND CERTIFICATIONS

Master's degree, Public Policy and Management, Concentration in Financial Management, University of Southern Maine

Bachelor's degree, Economics and Political Science, University of Maine

Project Management Professional® (PMP®), Project Management Institute®

Prosci® Certified Change Practitioner

Lean Six Sigma Green Belt Certified

SELECT CLIENTS

City of Boise, ID

City of Bozeman, MT

City of Dallas, TX

City of Homestead, FL

City of Gainesville, FL

City of Tucson, AZ

Alachua County, FL

Lake County, CO

Manatee County, FL

Weld County, CO

Kevin Price is a principal in BerryDunn's Local Government Practice Group and leader of the Community Development and Utility Operations Practice. In this role, he assists local government clients with business process improvement, strategic and comprehensive planning, fee analysis, system selection, and implementation projects. A certified Project Management Professional® (PMP®), he has extensive experience assessing the business needs and processes of municipal clients for permitting, inspections, planning, code enforcement, and land management functions. Kevin is also a Lean Six Sigma Green Belt, allowing him to continuously define, measure, analyze, improve, and control projects and environments for his clients.

RELEVANT EXPERIENCE

Project Management: Kevin has managed large projects for some of BerryDunn's most complex local government clients. He is adept at keeping projects on track and on schedule while meeting the dynamic and sometimes evolving needs of clients. He is currently leading a community development needs assessment and system selection for the City of Herriman City, Utah, and has previously worked with the City of South Jordan, Utah.

Fee Studies: Kevin has assisted dozens of BerryDunn clients with cost of service and comparative fee analysis projects. He previously led our comparative fee analysis projects with the City of Homestead, Florida, and the City of Dallas, Texas, as well as fee studies for the Counties of Alachua and Manatee, Florida; Counties of Lake and Weld, Colorado; Travis County, Texas; City of Boise, Idaho; City of Bozeman, Montana; Cities of Gainesville, Largo, and Fernandina Beach, Florida; Town of Longboat Key, Florida; and City of Tucson, Arizona.

Process Analysis and Improvement: Kevin has assisted BerryDunn clients with process improvement projects as part of system replacement projects and as standalone projects. Kevin has previously led the process improvement projects with the Cities of Rockville, Maryland; Scottsdale, Arizona; Philadelphia, Pennsylvania; and Frisco, Texas. He also led the mapping of Community Development and Utility Operations processes for the City of Richland, Washington.

AFFILIATIONS AND MEMBERSHIPS

- City of Westbrook, ME Planning Board, 2023 – Present
- City of Westbrook, ME Sewer Commission – Member, 2021 – Present



Jesse Myott, MA

PROJECT MANAGER

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

Master's degree, History,
San Francisco State
University

Bachelor's degree, History,
University of Rhode Island

Associate degree,
Champlain College

SELECT CLIENTS

City of Boise, ID
City of Bozeman, MT
City of Cape Coral, FL
City of Fernandina Beach,
FL
City of Gainesville, FL
City of Homestead, FL
City of Largo, FL
City of Pasadena, CA
City of Raleigh, NC
City of Richmond, CA
City of Tucson, AZ
City of Villa Park, CA
Alachua County, FL
Charleston County, SC
Hawai'i County, HI
Manatee County, FL
Travis County, TX
Town of Smithfield, RI
Weld County, CO

Jesse Myott is a manager in our Local Government Practice Group. He brings over a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. Jesse has led multiple cost of service and fee study projects for local governments across the country.

RELEVANT EXPERIENCE

Fee Studies: Jesse has authored highly complex and sensitive fee studies, created detailed subsidy analyses, and developed cost recovery models for municipalities across the country, including for the Counties of Alachua and Manatee, Florida; Counties of Lake and Weld, Colorado; Travis County, Texas; City of Boise, Idaho; City of Bozeman, Montana; City of Raleigh, North Carolina; Town of Smithfield, Rhode Island; and Cities of Gainesville, Hallandale, Homestead, and Largo, Florida. Jesse assists community development and permitting functions as well as parks and recreation departments and has developed water and sewer rate setting models as well.

Public-Sector Finance: Jesse brings over a decade of public-sector experience. In addition to being an adept municipal finance professional, Jesse is particularly accomplished in public works and engineering budget development and delivery, as well as capital improvement project budget development and delivery. Prior to joining BerryDunn, he served as financial analyst and management analyst for the Cities of South San Francisco and Daly City, California, respectively.

Organizational Development: As a consultant, Jesse specializes in supporting the organizational and operational development of public works departments as they seek to improve efficiency and service delivery. He led a public works and parks and recreation organizational assessment for the Town of Smithfield, Rhode Island and several subsequent cost of service studies including those related to water and sewer rates, utility billing, and solid waste collection. He also played a key role on a public works department management and operations study for the City of Westfield, Massachusetts, and supported staffing assessments for the Cities of Cedar Park, Fort Worth, and Pearland, Texas.



Zeb Letourneau, PMP®

LEAD BUSINESS ANALYST

Berry, Dunn McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

BS, Management and Marketing, University of Maine

Certified Project Management Professional® (PMP®)

Certified Associate in Project Management® (CAPM®)

PAST CLIENTS

Androscoggin County, ME
City and County of Denver, CO Auditor's Office

City of Ann Arbor, MI

City of Boise, ID

City of Malden, MA

City of Meridian, ID

City of Stonecrest, GA

Kennebec County, ME

Lewis County, WA

Maricopa County, AZ
Internal Auditor's Department

Metropolitan Government of Nashville and Davidson County, TN

Outagamie County, WI

Weld County, CO

Zeb Letourneau is a manager in BerryDunn's Government Consulting Group, with over seven years of experience providing thorough support to clients across the country for audit and financial compliance projects. Zeb presented at the 2022 Human Services Finance Officers (HSFO) Conference on how to develop and operate an effective grant development and management organization. He brings expertise and experience in grant management and subrecipient monitoring, cost allocation, rate setting, cost accounting and recovery, data analysis, and programmatic, IT control, and forensic auditing. As a Project Management Professional® (PMP®), Zeb brings PMBOK® Guide best practices to each project.

PROJECT EXPERIENCE

Cost Allocation Planning: Zeb works with his clients to analyze activities and develop processes and procedures to allocate costs associated with those activities to relevant federal and state programs, and to prepare and file claim for those costs.

Rate Review and Revenue Optimization: Zeb works on projects to analyze client programs to analyze rates paid for services, evaluate the feasibility of increasing those rates, and determine the necessary rates to help ensure that clients receive at least the same amount of funding.

Grant Management: Zeb is the project manager on three active projects helping clients administer their federal grants and serves as a subject matter expert for eight other grant management projects. This work includes reviewing proposed projects to assess their eligibility for funding under the federal grant and the level of risk associated with the project; helping draft grant agreements with subgrantees that clearly describes the subgrantees' responsibilities and protects the clients' interests; and helping clients gather the required expenditure data and performance data and properly submit the data to the cognizant federal agency. Zeb has in-depth experience helping clients design and implement their subrecipient monitoring programs.

Subrecipient Monitoring: Zeb leads teams that develop policies, processes, and procedures for monitoring subrecipients and perform operational and financial assessments of subrecipients' financial processes and procedures, and compliance with the Uniform Guidance.



Alison Tobey, MA, LSSGB

BUSINESS ANALYST

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

MA, Global Policy and International Affairs, University of Maine

Bachelor's Degree, Journalism, University of Maine

Lean Six Sigma Green Belt (LSSGB)

AFFILIATIONS AND MEMBERSHIPS

- American Planning Associations (APA) Member

SELECT CLIENTS

Alachua County, FL

City of Boise, ID

City of Tampa, FL

Doña Ana County, NM

Kern County, CA

Pitkin County, CO

Santa Clara County, CA

Sonoma County, CA

Town of Smithfield, RI

Weld County, CO

Alison Tobey is a senior consultant in BerryDunn's Local Government Practice Group. In this role, she assists local government clients with strategic and comprehensive planning, organizational assessment, business process improvement, and system selection projects. Her passion for helping others guides her work. Her consulting experience has afforded her the opportunity to help clients connect with stakeholders and create actionable recommendations to better serve their organizations and their communities. She leverages her prior experience as a journalist to provide clear, understandable, and thoughtful deliverables to support client needs.

PROJECT EXPERIENCE

Fee Studies: Alison regularly supports BerryDunn's local government clients with fee and cost of service studies. She often serves in the business analyst role, helping to gather data and documentation, conducting peer research, and assisting with deliverable development. She has contributed to fee studies for clients including Alachua County, Florida; Weld County, Colorado; City of Boise, Idaho; City of Tampa, Florida; and Town of Smithfield, Rhode Island.

Research and Analysis: Alison regularly supports clients by conducting primary research and analysis on an array of topics. Her approach to research and analysis is informed by her advanced global policy and international relations degree, as well as her experience as a news reporter. She approaches research tasks in a manner that considers clients' larger issues, goals, and objectives, and develops clear, concise, and thorough results and analyses.

Deliverable Development: Alison supports project teams by assisting in the timely development of project deliverables. Her experience includes developing reports detailing an organization's current business processes and providing opportunities for improvement, utilizing Microsoft Visio to accurately diagram business processes, drafting sections of an organization's comprehensive plan, and supporting facilitation and creation of community engagement events.

Stakeholder Engagement: Alison excels at leading stakeholder interviews and supporting focus groups. She leverages her prior experience as a journalist, as well as her strong written and verbal communication skills. She supports virtual engagement efforts, social media campaigns, and content creation.

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The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms “our firm” and “we” and “us” and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

This proposal is the work of Berry, Dunn, McNeil & Parker, LLC and is in all respects subject to negotiation, agreement, and signing of specific contracts.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

BENJAMIN G. HUOT, P.E.
Deputy Director of Planning and Investment

September 2, 2025

Morgan County Commission
48 West Young Street
Morgan, UT 84050

Dear Commissioners:

Re: I-84 Exit 92 Closure in Mountain Green Interchange Project

This letter provides a summary of the reasons for the closure of the I-84/SR-167 (Exit 92) interchange as part of the new Mountain Green Interchange project. The decision to close Exit 92 is a key component of the Proposed Action, supported by traffic analysis, engineering standards, and public safety considerations documented in the Environmental Assessment (EA) and related materials.

The primary reasons for the closure are as follows:

- **Improved System Linkage and Traffic Flow:** The existing Exit 92 funnels regional I-84 traffic onto local roads (SR-167/Old Highway Road) to access Trappers Loop Road. This undermines system linkage and creates a detrimental mixing of regional and local traffic. The new interchange and extension of Trappers Loop Road will provide a more direct and efficient route for regional drivers, effectively separating them from local traffic.
- **Long-Term Congestion Mitigation:** The current SR-167/Old Highway Road is not designed to handle regional travel. Our analysis shows that if Exit 92 remains open, the road would return to present-day congested conditions by 2050 due to anticipated population growth, even with the new interchange. The Proposed Action, which includes the closure of Exit 92, provides substantially more capacity to accommodate this growth.
- **Public Safety and Emergency Evacuation:** While the community has raised concerns about losing an evacuation route, the EA determined that a predictable, eastward evacuation route via the new interchange is a safer option. UDOT's analysis of wildfire hazard potential indicates an eastward evacuation is the most likely scenario. Furthermore, the Federal Highway Administration (FHWA) accepted the plan, which provides a more predictable and reliable evacuation route that doesn't rely on human action to open a gate, a potential risk to public safety.

Morgan County Commission
August 20, 2025
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- **FHWA and Engineering Compliance:** The Federal Highway Administration (FHWA) has approved the location of the new interchange with the understanding that Exit 92 will be closed. This closure is also consistent with AASHTO and FHWA interchange spacing recommendations for rural areas. Projected future travel demand does not justify the existence of two interchanges in such close proximity.

We appreciate the opportunity to provide this clarification and are committed to ensuring the best long-term solution for the Mountain Green community.

Sincerely,

A handwritten signature in black ink, appearing to read "Robt J. Wight", written over a horizontal line.

Robert J. Wight, P.E.
Region One Director

RJW:jkm

Cc: Ryan Halverson, Planning Manager