MORGAN COUNTY COMMISSION MEETING AGENDA



November 18th, 2025

4:00 WORK SESSION 5:00 REGULAR MEETING

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

4:00 WORK SESSION

Cottonwoods Development Agreement Amendment

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 October 28th, 2025.
- 2. Acknowledge receipt of the letter of resignation of CEO Board Chair John Barber
- **3.** Approval of Governor's Officer of Economic Opportunity Rural County Grant Contract [No Match]
- 4. Acknowledge receipt of USU Extension's Annual Return on Investment Report
- 5. Approve language of RFP for Grant Administration Services
- **6.** Approve the Referee Progression Chart [Does not increase budget]

(C) Commissioner Declarations of Conflict of Interest

- **(D) Public Comments** (please limit comments to 3 minutes)
- (E) Presentations
- (F) Action Items
 - 1. Hon. Sheriff Corey Stark Discussion/Decision Budget Adjustment Request FY 2025 Discussion and decision on a budget adjustment to cover the shortfall of the animal control contract due to an unforeseen increase earlier in the year.
 - 2. Josh Cook Discussion/Decision Morgan County Planning & Zoning

 <u>Croydon Gravel Pit CUP</u>: A request for approval of a Conditional Use Permit (C3) that is required for the use of a private gravel pit. The property is identified by parcel number 00-0002-4354 and serial number 01-004-688 and is approximately located at 3100 N Lost Creek Rd in unincorporated Morgan County.
 - 3. Fire Chief Boyd Carrigan, Swift Water Captain's Holly Ackett and Dawna Zukirmi Discussion/Decision Swift Water

Discussion and decision on Swift Water's Plans for the County Asset at Taggarts.

- **4. Morgan County Board of Equalization** Discussion/Decision Late Appeals & Stipulations Discussion and decision on Morgan County Resolutions approving late appeals and fully executed stipulations to date.
 - a. CR 25-03-BOE Late Appeal Request: Mountain Builder Investments
 - **b. CR 25-04-BOE** Late Appeal Request: Jameson Whiting
 - c. CR 25-05-BOE Late Appeal Request: Chad Peterson
 - d. CR 25-06-BOE Fully Executed Stipulations to date

MORGAN COUNTY COMMISSION MEETING AGENDA

- **5. Hon. Morgan County Commission** Discussion/Decision Generator Updates Discussion and decision on options to upgrade or install generators throughout County buildings.
- **6. Kate Becker** Discussion/Decision Budget Adjustment Request FY 2026 Discussion and decision on budget adjustments to the draft FY 2026 Budget
 - a. Merge Deputy Fire Chief & Fire Marshall to one FT benefit position
 - **b.** Recorder Scanning Project (funds designated for FY 2025- but the project prep will not be ready until FY 2026)
 - c. Funding of 'Critical Conversations Class'
- **7. Hon. Morgan County Commission** Discussion/Decision Airport Advisory Board Discussion and decision on Resolution **CR 25-58** appointing **Chris Tremea** to the open non-user seat of the Morgan County Airport Advisory Board per recommendation at its November 13th meeting.
- **8. Kate Becker** Discussion/Decision Budget Adjustment Request FY 2025 Discussion and decision on a budget adjustment to cover the additional fee to pay off the Enterprise Fleet Lease which is above what was approved previously.
- **9. Hon. Morgan County Commission** Discussion/Decision Security Compliance Discussion and decision on Clerk's Office remodel changes.
- **10. Hon. Morgan County Commission** Discussion/Decision Utah Retirement Systems Discussion and decision on Resolution **CR 25-59** allowing Erica White to be part of the URS Firefighter Retirement System.
- 11. Hon. Morgan County Commission Discussion/Decision Crosswalks

 Discussion and decision on the County's position when it comes to potential crosswalks in

 Mountain Green at Trappers Loop and Old Hwy, and another in Morgan at Young Street
 and State Road.
- (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 this the 14th day of November 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.



October 28th, 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

OTHERS IN ATTENDANCE

Debbie Sessions Tina Kelly Val Clausen

OTHER EMPLOYEES

IT Director Jeremy Archibald
Deputy Clerk/Auditor Katie Lasater
Administrative Manager Kate Becker (CAM)
Deputy County Attorney Janet Christoffersen (DA)
Library Director Erin Bott
Code Enforcement Chris Tremea
Human Resources Casey Basaker
Recorder Shaun Rose
Planning Director Josh Cook
Planner 1 Jeremy Lance

4:00 WORK SESSION

Remodel ideas for the County Auditorium; This will not be streamed live.

The meeting discussed office space reassignments, with the Clerk/Auditor staying in their current space and would obtain the District Court office next door to them. District Court would move to the Sheriff's office and the Sheriff's office would move to the Recorders office and the Recorders would move to the Auditorium, as the Auditorium would be converted into office space. This would meet the requirement for the Clerk/Auditors office to reach security compliance with setting up the District Court office as the Elections processing center.

5:09 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

- 1. Approval of the Morgan County Commission Minutes from October 7th, 2025.
- 2. Approval of the Morgan County Commission Minutes from October 21st, 2025.

Commissioner Nickerson moved to approve the consent agenda items. 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.

- (C) Commissioner Declarations of Conflict of Interest
 - None.
- **(D) Public Comments** (please limit comments to 3 minutes)
 - None.
- (E) Presentations
 - 1. **Erin Bott, Morgan County Library Director,** presenting on her attendance at the Rural & Small Libraries Annual Conference.
 - a. Library Director Erin Bott provided an overview of her attendance at the Association for Rural and Small Libraries (ARSL) Annual Conference held in Albuquerque, New Mexico. She began by expressing gratitude to the CAM for sharing training funds and to the Institute of Museum and Library Services for partial grant support, which made participation possible. She explained that the ARSL conference focuses on libraries serving populations under 25,000, making the content directly relevant to Morgan County's needs. She highlighted several key takeaways, beginning with programming ideas designed to foster community engagement. Examples included a community art gallery that could align with the America 250 celebration, and a "Tea with the Queen" event featuring the rodeo queen to strengthen ties with local traditions. She also discussed plans to enhance community partnerships, such as collaborating with local businesses during Library Card Sign-Up Month to offer discounts or incentives to cardholders, encouraging both local shopping and library use. In the area of administration, she emphasized the value of networking with other librarians, particularly for guidance on complex projects like potential facility expansions, and the importance of improving marketing efforts despite limited resources. She also noted discussions on strategic planning and needs assessment, which will inform the library's ongoing strategic plan revisions. She outlined both short- and long-term impacts of the conference, including sharing insights with staff, implementing new programs, improving grant readiness amid tightening federal funding, and continuing to innovate and strengthen community relationships. She also reported that the Morgan County Library received the Quality Library Award for the third consecutive year, recognizing its excellence beyond basic certification standards. She also announced the library's upcoming 105th anniversary celebration, an open house scheduled for Monday, November 7, inviting everyone to join in the festivities.
 - **2. Chris Tremea, Morgan County Code Enforcement** presenting the third quarter code enforcement report/update.
 - a. Chris Tremea presented the quarterly Code Enforcement report, highlighting a successful community tire-collection project, organized with Dustin Little and partners (including McLean Hamilton at the Wholesome/Devil Slide facility and local tire shop owner Scott Woolsey), which yielded four tractor-trailer loads (47.42 tons) of tires and strengthened community and business relationships. He summarized ongoing enforcement priorities and approach: early identification and rapid correction of line-of-sight hazards, addressing nuisance properties through education and negotiated timelines rather than immediate fines, and coordinated cleanups that have removed vehicles, trailers and dumpsters from problem sites. He reviewed specific efforts on ag-exempt building issues (educating owners and directing appropriate building permits), Deep Creek recreational-property violations (11 nonconforming buildings under review), abandoned vehicles, right-of-way and excavation hazards (including removal of long-standing barricades), and airport-area enforcement (abandoned aircraft, trailers and vehicles). He emphasized safety, notably pool fencing requirements after finding unsecured container pools, ongoing cooperation with the sheriff's office, Public Works, and Morgan City code staff, and operational results: roughly 90 active

cases to date with 53 closed, plus continued outreach to improve compliance and community relationships.

(F) Action Items

Morgan County Board of Equalization – Discussion/Decision – Homesteader's Abatements
 Discussion and decision on Morgan County Resolution CR 25-52 and affirming it as
 Morgan County Board of Equalization Resolution CR 25-02-BOE which is a correction
 from last Commission meeting where it was passed at CR 25-01-BOE.

Commissioner Fackrell moved to close public meeting and convene as the Board of Equalization. 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.

■ The CAM clarified that at the last Board of Equalization meeting, the Commission approved Resolution CR-25-01-BOE. However, that resolution number had already been assigned previously when the BOE hearing officer was appointed. This was my oversight. The correct resolution number should be CR-25-02-BOE, she is requesting approval to update the record accordingly.

Commissioner Nickerson moved to approve CR-25-01-BOE. Seconded by Commissioner Fackrell

VOTE:

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

Commissioner Newton moved to convene Board of Equalization and reconvene public meeting. Seconded by Commissioner Fackrell

VOTE:

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

- **2. Hon. Leslie Hyde** Discussion/Decision Morgan County Clerk/Auditor Discussion and decision on the draft 2026 County Budget.
 - **a.** The Clerk/Auditor presented this to the Commission stating this is a request approval of the tentative 2026 budget. All funds are currently balanced. The budget will be available for

public inspection beginning November 20, and the public hearing and final adoption is scheduled for December 2 at 6:00 p.m.

Commissioner Newton moved to approve the 2026 tentative budget. 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. Hon. Janelle Walker – Discussion/Decision – Morgan County Assessor

Discussion and decision on a personal property refund request.

a. The Assessor introduced this explaining that an audit was recently conducted by the Utah State Tax Commission on personal property accounts within the county. Each year, the Commission selects certain businesses for review, allowing auditors to identify any escaped property or revenue from up to two prior years. In this instance, following the audit, the business, Walker Mortuary, paid the assessed amount for escaped assets. However, the State later identified a clerical error in their calculations, requiring a refund of \$179.31 to the business. Approval is therefore requested to issue the credit for that amount.

Commissioner Blocker moved to approve the request for a refund to Walker Mortuary in the amount of \$179.31.

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.

4. Casey Basaker – Discussion/Decision – Morgan County Human Resources Manager

Discussion and decision on an adjustment to the 2026 Morgan County Budget draft due to increased Dental Insurance premiums

- increased Dental Insurance premiums.

 a. The Human Resources Manager pr
 - a. The Human Resources Manager presented updated cost information for the county's dental and vision insurance plans, noting that the dental rate had increased slightly more than expected, 4.15% instead of 4%, resulting in an annual increase of \$2,268.43. The vision plan also increased by \$852.12. He explained that these increases apply primarily to the employer's contribution, with only a minimal impact on employees, approximately a \$2 monthly increase per person across about 30 employees.
 - **b.** The CAM recommended that the adjustment be made immediately rather than waiting until next year, to ensure that the FY 2026 final budget reflects the most accurate figures when posted for public inspection.
 - **c.** Commissioner Newton confirmed that since the tentative budget had already been adopted, the changes could be incorporated before final adoption.

Commissioner Newton moved to approve the budget adjustment, an increase of \$2,268.43 for dental and \$852.12 for vision, to be included in the 2026 budget.

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.

5. Planning Outpost – Discussion – General Plan Update

Discussion on clarification items needed for the General Plan Update as well as for the Water Element Deadline.

- a. Val Clausen provided project updates and clarifications to the Commission. She reported that the public information banners had arrived earlier than expected and were available for review, and that every door direct mail postcards had been successfully delivered, though one contained an error listing the Morgan Middle School instead of the intended Mountain Green venue for the Mountain Green–Peterson public hearing.
- **b.** Commissioners discussed the issue, agreeing that while it was too late and too costly to correct the current mailing, future meetings, particularly those in the spring, should be held in Mountain Green to encourage better local participation.
- c. Val then updated the Commission on community outreach efforts. The resident questionnaire is active through November 25, with 37 responses received to date—62% from Mountain Green & Peterson, followed by Stoddard-Enterprise-Milton, and Porterville-Richville, Croydon-Round Valley. The project website and public meeting calendar are live, including an "add to calendar" feature. She requested contact information for additional communication channels, including the library's newsletter, county social media, business license lists, and potential school distribution networks.
- d. Val also discussed boundary map update. The maps are scheduled for printing within 24 hours, with any final revisions to be submitted immediately. Regarding the Water Element of the general plan, she explained that the county is expediting preparation of the draft chapter for Planning Commission and County Commission review to meet state deadlines. The process includes creating an online feedback page for water providers, notifying them for review and comment, and potentially hosting virtual meetings to satisfy the state's consultation requirement.

Discussion only, no motion taken.

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

Discussion and decision on awarding the RFP for surveying services.

- **a.** The Recorder introduced this stating we received back two bids and the cheapest one is \$24,000.
- b. The CAM explained that, after discussion, staff are recommending a modification to the RFP to reduce the project scope in order to bring costs down and stay within budget. In the meantime, the County will coordinate with Summit County's Recorder, Assessor, County Manager, and Surveyor to address related boundary and jurisdictional issues.
- **c.** The Recorder added that, given the limited scope of the issue being addressed, the current cost was not justified. The proposal is to revise the RFP to focus specifically on the area of concern—Section 20, Lots 12 through 15—and then repost it for new bids.

Commissioner Newton moved to approve the modification and reposting of the RFP for the county survey project.

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.

- **7. Hon. Shaun Rose** Discussion/ **Public Hearing** / Decision Morgan County Recorder Discussion and decision on increasing the Record of Survey filing fee.
 - **a.** The Recorder proposed increasing the record of survey filing fee from \$20 to \$30, justifying it as a cost to preserve the PLSS section corners inventory.
 - **b.** The CAM explained that the fee has not been raised in many years and that comparable counties charge between \$30 and \$40 per sheet. The revenue from this fee is deposited into a dedicated preservation fund used to maintain and replace Public Land Survey System (PLSS) monuments and support the county's section corner inventory.
 - **c.** The Recorder emphasized that while the increase would not fully cover the cost of providing survey services, it would help offset expenses and contribute to the preservation of survey monuments across Morgan County.

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

- None.

Commissioner Newton moved to close public hearing and reconvene public meeting. Seconded by Commissioner Fackrell

VOTE:

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

Commissioner Newton moved to County Ordinance CO-25-20 authorizing an increase in the record of survey filing fee.

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.

8. Josh Cook – Discussion / Public Hearing / Decision – Morgan County Planning & Zoning

<u>Thurston Rezone</u> – **CO-25-17**: Request to rezone property from Multiple Use (MU-160) to Rural Residential (RR-10), and reflect that change on the Future Land Use Map from a split designation of Ranch Residential 10 and Natural Resources and Recreation to Ranch Residential 10 completely. The property is identified by parcel numbers 00-0000-4729, 00-0000-4745, 00-0000-5148 and serial numbers 01-003-074, 01-003-076, 01-003-079 and is approximately located at 2240 West Deep Creek Road in unincorporated Morgan County.

a. CANCELLED ITEM.

9. Hon. Morgan County Commission – Discussion/Decision – IFAC Grant

Discussion and decision on Rulon Gardner's application for the IFAC Program Grant

- a. Rulon Gardner provided clarification regarding the grant proposal discussed at a previous meeting. He explained that while an earlier draft of the proposal included an in-kind contribution component, the final version had removed both the in-kind and matching fund requirements. The finalized application positions Morgan County to explore partnership and implementation options without any financial commitment or obligation to move forward beyond the initial exploration phase. The proposal seeks \$1 million in upfront funding, and the application is currently progressing through three stages, submission, clarification, and shortlisting, with Morgan County advancing in all three.
- **b.** The Chair wanted to confirm the understanding that there is no matching requirement tied to the proposed funding, and that future participation would depend on subsequent opportunities and discussions.
- **c.** The DA recommended that the Commission review the final version of the application before making any decisions, since it had been submitted on behalf of the County.

Commissioner Newton moved to postpone this item to our November 18th meeting. 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.

- **10. Hon. Raelene Blocker** Discussion/Decision Morgan County Commission Discussion and decision on waiving the travel policy for lodging for USACCC.
 - **a.** Commissioner Blocker requested three nights lodging at Little America for a USAC meeting, citing the 45-mile distance requirement.
 - **b.** The CAM and Commissioner Newton discuss the policy, noting that the distance is from the county building or primary work site.
 - **c.** The Commission approved the request, no motion needed.

No motion needed.

- **11. Hon. Blaine Fackrell** Discussion/Decision Morgan County Commission Discussion and decision on agenda for Senator Curtis site visits.
 - **a.** Commissioner Fackrell informed the Commission about Senator Curtis's visit to discuss county issues, including the I-84 interchange and potential property purchases.

- **b.** The Commission discussed potential meeting locations, including Kent Smith Park, the I-84 interchange, and various businesses and museums.
- **c.** The CAM and Commissioner Fackrell plan to coordinate the meeting schedule.

Discussion only.

- **12. Kate Becker, Morgan Administrative Manager** Discussion/Decision Budget Adjustment Discussion and decision on a budget adjustment for 1,000 additional application capacity within CivicReview.
 - a. The CAM introduced this stating county staff reported that the Civic Review system currently manages approximately 1,206 active applications in the Planning Commission database, some dating back to 2020. With the system nearing its storage capacity, staff recommended an upgrade to the next system tier. Additionally, they proposed integrating Animal Control into the platform to enable automatic renewal postcards, similar to the business licensing process. The combined changes would increase costs by approximately \$3,000 per year.

Commissioner Newton moved to approve budget adjustment to the 2026 budget increasing to the \$16,200 amount, which is an approximate \$2,800 increase.

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.

(G) Commissioner Comments

• Commissioner Blocker

- o She reported on updates from the UAC Social and Human Services Policy Committee.
- She noted that Representative Auxier shared information regarding a new DHHS funding initiative, with the state receiving \$100 million annually for five years, to be spent within two years of allocation. She explained that DHHS will issue an RFP, and counties can begin applying for funds next year. She clarified that the funds can be used for healthcare or wellness-related projects, aligning with the goal to "make America healthier again." She mentioned that opioid settlement funds are being managed differently by the state and counties, the state has spent only 3% of its funds while counties have used about 25%.
- She provided an update from UAC Natural Resources and Public Lands regarding HB 48, which takes effect in January and addresses the Wildlife Urban Interface (WUI). She explained that property classification within the WUI will follow new state-established guidelines, with assessments conducted by the state division, though responsibility could later shift to counties. She stated that fees will be flat and capped at \$100 until 2028, after which they may be based on square footage. She added that County Assessors will not perform lot visits under the current framework, and the WUI map will be updated annually.
- She stated a public meeting on November 6 in Salt Lake City regarding these updates.
- She attended the dedication of the new fire station and it went great.

• Commissioner Newton

- He Reported attending the Wasatch Front Regional Council (WFRC) meeting the previous week, noting that Commissioner Blocker also participated online.
- O He Provided an update on the Regional Transportation Plan (RTP) 2023–2050, which outlines long-term regional transportation priorities and planning efforts.

 He discussed station area planning requirements for locations with UDOT bus or light rail stations, explaining that these areas must develop housing-related plans around transit stations. He noted that these plans have already identified the potential for approximately 22,000 new residential units, with projections reaching around 70,000 total units once all station area plans are completed.

• Commissioner Fackrell

o The taxation revenue committee meeting

• Commission Vice-Chair Nickerson

Wasatch Peaks Ranch Clarification: County received no property from Wasatch Peaks Ranch; a 2,400-acre conservation easement was created from Dalton Creek south, land remains private, undevelopable but not publicly accessible. Trail Access Conditions: Public trails through WPR only possible if right-of-way access is obtained from other landowners; WPR would then allow limited trail corridors connecting to public lands. Trails must be strictly used as designated, and WPR can close access if misused. Public Misconceptions: Clarified that current agreement does not grant public access or trails through main WPR development areas; significant coordination would be needed to establish any public routes.

• Commission Chair Wilson

None.

Commissioner Nickerson moved to adjourn the public meeting and go into closed session for the purpose of pending or reasonable imminent litigation or the purchase or exchange or leasee of real property, including any form of water right or water shares. And discuss character, professional competence or physical or mental health of an individual.

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.

Commissioner Newton moved to convene closed session and adjourn public meeting. Seconded by Commissioner Fackrell

VOTE:

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

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

Adjourn - 8:14 P.M.

November 8, 2025

Morgan County

Attn: Kate Becker

48 West Young Street

Morgan, Utah 84050

Dear Kate,

Please accept this letter as my formal resignation from the Morgan County Community Economic Opportunity Board effective January 1st 2026. I am honored to have served this Board for eleven years. I wish you great success moving forward, I will miss you all and your hard work.

Take good care.

John Barber

CEO Board Chairman.



STATE OF UTAH CONTRACT

The Governor's Office of Economic Opportunity Rural County Grant Contract

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

Morgan County Government 48 W Young Street Morgan, UT 84050

Contact Person: Kate Becker Contact Phone: 435-800-8724

Contact Email: <u>kbecker@morgancountyutah.gov</u>

Legal Status of Contractor: Governmental Agency

Vendor #: VC0000141906

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

Effective date: July 1, 2025. Termination date: June 30, 2026.

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

Commodity Code: 99999

6. BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:

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



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

Beginning date: July 1, 2025 Ending date: June 30, 2026

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

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

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

Attachment B: Rural County Grant Terms and Conditions

Attachment C: Project Plan

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

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

[The remainder of this page is intentionally left blank]



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

MORGAN COUNTY GOVERNMENT	STATE OF UTAH
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	Governor's Office of Economic Opportunity
	By:
	Name:
	Title:
	Date: \d3\
	Governor's Office of Economic Opportunity
	By:
	Name:
	Title:
	Date:
	Governor's Office of Economic Opportunity
	By:
	Name:
	Date:
	Utah Division of Finance 350 North State Street
	Salt Lake City, UT 84114



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

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

- 1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
- 2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- LAWS AND REGULATIONS: At all times during this Contract, Contractor and all Services performed under this Contract will
 comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure
 and certification requirements.
- 4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
- 5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED
- 6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
- 7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
- 8. INDEMNITY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah



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

- 9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
- 10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
- 11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
- 12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.
 - Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
- 13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
 - If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
- 15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
- 16. **INSURANCE:** INTENTIONALLY DELETED



17. WORKERS COMPENSATION INSURANCE: Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

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



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

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

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

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



41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

- 42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
- 43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
- 44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

[The remainder of this page is intentionally left blank]



ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS

- 1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
- 2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
- 3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
 - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
- 4. **REPORTING REQUIREMENTS:** On or before June 30 of each year, Grantee shall provide a final report to this office for the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body throughout the year and in preparing reporting requirements for grant money received by a rural county, as required by the Rural Opportunity Advisory Committee and Utah Administrative Rules R357-29-105. Grantee shall include the following in the final report:
 - a) A description of the projects for which the grant funding was used or encumbered;
 - b) The effectiveness of the award in improving economic development in the county;
 - c) How matching funds were utilized by the county;
 - d) An explanation for why grant funding was not used or encumbered and where it is being held, if applicable;
 - e) A letter from the CEO Board attesting to its involvement throughout the year and in preparation of the annual report; and
 - f) Minutes from each CEO Board meeting over the previous year where the Rural County Grant was discussed.

This reporting requirement must be completed and approved before new funds can be awarded and distributed.

- 5. **<u>DISTRIBUTION OF FUNDS</u>**: The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
- 6. <u>SITE VISITS</u>: The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
- 7. <u>ACCESS TO DATA</u>: At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
- 8. <u>AUDIT</u>: Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
- 9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Opportunity and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.



10. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

- 11. <u>BREACH OF CONTRACT</u>: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
- 12. <u>ATTRIBUTION:</u> Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

[The remainder of this page is intentionally left blank]



ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

Morgan County is excited to build onto our current foundation of business support by engaging in the following projects and activities during FY 2026:

Technical Assistance CRM

The CEO Board has merged its data with Civic Review, a program that is currently utilized by both the County and City for Business Licensing. The Board will use this application to accept grant applications as well as track follow up information to base ROI.

Economic Growth Grants

The Morgan County Economic Opportunity & Growth Grants (MCEOGG) are designed to support local businesses to create sustainable growth that could result in adding new jobs, increasing sales, and making a positive impact on Morgan County's economy. Eligible uses of the grants include business expansion, including workforce expansion, marketing and market research, equipment, technical assistance, education, and workforce training. There are two periods of grant funding, spring and fall. Fall funds are designated to be focused on supporting all businesses with a common need identified in the spring growth grant applications.

Business Resource Center

Support of our businesses in most matters to include workforce development, budget, business planning and development, financial application review, etc. is provided by the Davis Tech Business Resource Center. Part of these funds pays for a part-time employee with Davis Tech that also acts as the CEO Board administrator.

Rural Economic Blueprint Program

Morgan County will be in the fall cohort for the Economic Blueprint program. We have set aside funds to address any issues or shortfalls our current economic plan has that are identified by this program.

Chamber of Commerce

Our Morgan Area Chamber of Commerce hosts many events throughout the year that drive economic growth. This includes festivals that promote our downtown.

DELIVERABLES AND OUTCOME:

Rural Economic Blueprint Program

We are hoping this program will address all elements from funding, to licensing, health department, space availability, etc. After which a report will be generated that identifies how Morgan County can drive economic development. As this is a new program, the measurables are unknown.

Business Resource Center

The business resource center hosts the bi-monthly CEO meetings and is the go-to location we send our business owners to for support. This is also where our grant applicants work during the year to make the best use of their grant funds. Additionally, they assist potential new businesses to develop business plans. All of this requires time that volunteers do not have. The part time employee works weekly at the Business Resource Center, meeting with clients and assisting them with business plans, funding, growth, etc. They also act as CEO secretary, clerk, and scheduler.



Technical Assistant CRM

A usable CRM is imperative to data tracking not just of the success of the small business growth grants but of barriers, tourism draw, employment and profit gross/loss, and will also hold data captured on site visits by the CEO Board.

Passthrough Small Business Grants

With awarding these grants, the CEO board will be able to follow the growth progression created and gather the ROI of each project. A successful grant not only increases sales tax revenue but improves the greater Morgan Community in some way. All this data will be captured and analyzed as this program continues and expands.

Chamber of Commerce

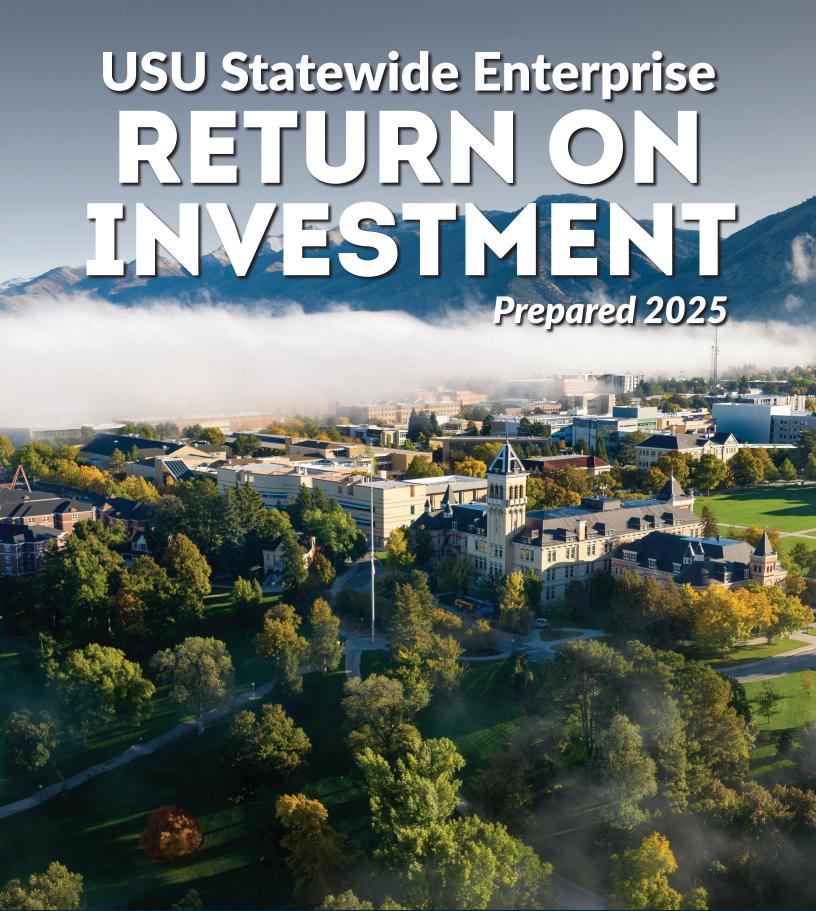
The events that the Chamber hosts within the County will draw in tourism and increase sales revenue. Additionally, they will support our small business community with monthly lunch-and-learn meetings that educate and strengthen our local economy.

BUDGET:

Funding shall be used for pass through growth grants to local businesses, the business resource center to support businesses and help those looking to create a business plan, the morgan area chamber of commerce for events and business growth and training classes, CRM upgrades, and resolutions to issues identified in the Rural Economic Blueprint Program.

The usage of grant funds is anticipated as follows:

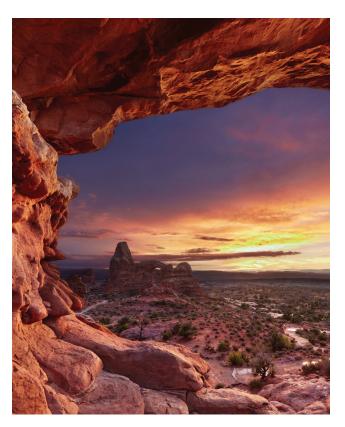
Economic Development Project or Activity	Total Estimated Cost
Professional & Technical (CRM/Grant Writer)	\$5,000.00
Economic Opportunity & Growth Grants (Spring)	\$75,000.00
Rural Economic Blueprint Program	\$15,000.00
Business Resource Center	\$30,000.00
Economic Opportunity & Growth Grants (Fall)	\$50,000.00
Morgan Area Chamber of Commerce	\$25,000.00
Total	\$200,000.00





Extension
UtahStateUniversity





Introduction

Utah State University (USU) Statewide Enterprise consists of USU Extension as well as the network of statewide campuses delivering tangible benefits to Utah's communities. Statewide Enterprise offers programs that have a direct, measurable impact on residents' economic well-being and quality of life. From agricultural improvements and business development. youth empowerment and financial wellness to academic programming, Statewide Enterprise initiatives foster long-term growth and sustainability. This document outlines the Statewide Enterprise return on investment (ROI) of USU Extension and statwide campus efforts, highlighting the results of its 2025 Clientele Perception Survey, as well as specific economic returns from key programs that reach across the state. The findings demonstrate that USU Statewide Enterprise is an indispensable resource for Utahns, generating significant savings, income, and enhanced knowledge that empower individuals and communities to thrive.

County Ratio of Contribution to USU Extension

Based on recent analysis, Utah receives an estimated \$6 in economic return for every \$1 invested by county governments in USU Extension programs, thanks to a leveraged funding model that combines \$5.2 million in county support with over \$33 million in federal, state, and external funds. This return reflects the wide-ranging benefits of Extension's work in agriculture, youth development, nutrition education, and economic development, and results in an estimated tens of millions of dollars in total annual economic impact statewide. These outcomes demonstrate that public investments in USU Extension are not only highly efficient, but also strategically amplified, generating substantial value for taxpayers while directly strengthening Utah's rural and urban communities.

Utah receives an estimated

\$6

in economic return for every

\$1

invested by county governments in USU Extension programs.

\$5.2 MILLION in county support



>\$33 MILLION

in federal, state, and external funds

USU Extension's Statewide Reach

Extension reaches

1 IN 5

Utahns, totaling approximately

660,000.

If Extension helps
Utahns save an average of

\$367

it will save the state population

\$242,220,000 annually.



Delivering Value to Utah Communities

2025 Clientele Perception Survey (n = 1,979)

USU Extension is making a measurable difference in the lives of Utahns. A 2025 statewide survey of nearly 2,000 clients reveals the economic and educational impact of Extension programming. Clients not only save money and increase their income, but also gain access to reliable, practical, and locally relevant information that improves their quality of life.

Economic Impact

Participation in Extension programs leads directly to financial benefits:



\$367 in average annual savings per client (e.g., reduced agricultural input costs, lower household expenses, and healthcare savings).



\$582 in average annual additional income per client, with farmers, ranchers, and business owners reporting the greatest gains.



Higher engagement = higher returns: Each step up in involvement is linked to

\$114 more in annual savings and

\$79 more in additional income.



Farmers and ranchers see even greater benefits, saving

\$394 and earning **\$872**

more each year because of their deeper involvement in Extension programs.

Trusted, High-Quality Information

USU Extension is a trusted partner for Utah residents:



Clients find the information to be accurate, relevant, timely, and understandable – making Extension an essential source of practical help.

Extension Strengthens Utah

With its local presence and responsive programming, USU Extension is regarded as a vital community institution. Most respondents believe that Extension improves lives in their communities. This evidence shows that USU Extension is a critical asset to the state – building knowledge, creating economic impact, and empowering Utahns to thrive.



PowerBI Dashboard:



Scan here to view the interactive survey result

Driving Rural Prosperity: Business and Community Impact

Utah State University Extension continues to empower rural communities through innovative programs and services that support job creation, business development, and economic resilience. Here are key highlights demonstrating measurable impacts across the state.

Rural Remote Work **E-Commerce Small Business** Certification Job Accelerator **Development Center** Success Growth Results (SBDC) Impact **100**% 675 new businesses completion launched rural job total job rate (32 clients) placements placements 36,412 urban jobs when **75**% adjusted for in revenue population size generated websites reported placement rate revenue increases among course completers \$9.61M Contributed to a **0.5**% **67**% in tax > \$260,000 revenue reduction in rural unemployment in new revenues median salary generated increase 1,628 (~\$1,000/month) iobs created **32**% total salary growth

return for every \$1 invested

Empowering Utah's Youth: 4-H Impact at a Glance

Utah 4-H is building the next generation of confident, compassionate leaders through hands-on learning in mental health, communication, and civic responsibility. The program equips young people with life-changing skills that benefit them, their peers, and their communities.

Context

Early peer intervention in mental health can prevent costly crises such as hospitalization, school dropout, or even juvenile justice involvement.

Estimated Value

According to the CDC, untreated youth mental illness can cost \$10,000-\$25,000 per child annually in lost productivity, healthcare, and justice expenses.

Conservative Estimate

If Utah 4-H helps even **100 youth annually** to effectively intervene with peers, it could avoid **\$1M-\$2.5M** in related costs.



Mental Health Awareness

4-H youth are
147%
more likely to know
how to support peers

with mental health

challenges.

Communication and Peer Resistance

more likely to develop

strong communication skills

more likely to resist peer pressure

Leadership and Civic Engagement

ZX more likely to develop

leadership skills

more likely to value caring for others

Strengthening Families, Strengthening Utah: The Impact of Relationship Education

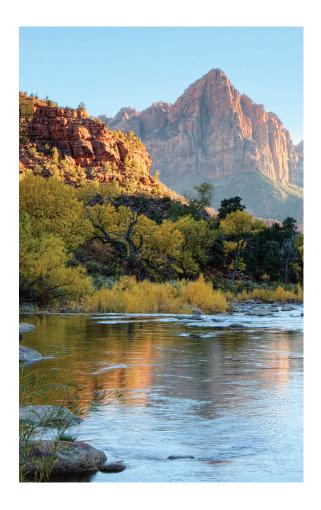
USU Extension's relationship education programs promote family stability and economic well-being by addressing the high costs of divorce, unwed childbearing, and relationship distress. Through cost-effective strategies, these programs support both public health and workplace productivity.

Reduces Family Fragmentation Costs	Improves Workplace Productivity	Cost-Effective Support
Helps reduce Utah's \$276M annual cost of divorce and unwed childbearing Contributes to potential \$1.1B in national taxpayer savings per 1% reduction in family fragmentation	Addresses part of the \$6.8B lost annually in U.S. business productivity due to marital distress	Delivered at \$820 per participant - less than half the \$1,800 cost of equivalent therapy

Optimizing Water Use and Fertilizer Efficiency in Utah Agriculture

USU Extension's groundbreaking research is helping Utah's agriculture industry save significant resources. From advanced irrigation systems to smarter fertilizer use, these findings are driving cost savings and sustainability.

Advanced Irrigation	Fertilizer
Systems	Efficiency
Reduces water usage by 20% without compromising crop yields. Could save Utah up to 20 BILLION gallons of water annually.	Helps Utah growers save \$6-12 MILLION per year in fertilizer costs.



Empowering Financial Wellness: \$9.4M in Economic Impact for Utah Families

Through strategic education and tools like PowerPay, USU Extension's Empowering Financial Wellness (EFW) program helps Utah residents reduce debt, increase savings, and strengthen household financial resilience. The program's 2024–2025 results demonstrate substantial direct economic benefits for individuals and communities statewide.

Debt Reduction and Emergency Savings PowerPay Tool Outcomes (Sample of 313 Users)

Overall Program Value



~2,500
participants reduced debt by at least

\$1,000

= \$2.5M



~5,740 participants saved \$500

in emergency savings = \$2.87M



Total direct financial benefit:

\$5.37M



\$6.58M in debt repaid



in interest saved

Average per person:

\$21,019

in debt eliminated, and

\$3,512

in interest avoided



became completely debt-free



>8,000

users since 2018 indicate even greater statewide impact



39.4W in direct economic value generated during the 2024-

2025 year



Results show high return on investment and critical support amid economic uncertainty

USU Statewide Campus Impacts

Building Utah's Behavioral Health Workforce: The Impact of USU Social Work Programs

Utah State University's social work programs are strengthening the state's behavioral health and social service systems by preparing skilled professionals, expanding service capacity, and addressing workforce shortages in critical public sectors.

Expanding Service Capacity

Economic Contributions

Filling Critical Workforce Gaps



128,000+

hours contributed annually by USU social work students



147

agencies supported statewide



Adds an estimated

\$4.2M

in service capacity to Utah's support systems



120+

MSW graduates added each year



Generates

\$1.7M

in new annual earnings



Ripple effects include increased tax revenue, healthcare savings, and retirement stability



Addresses Utah's ongoing shortage of qualified social workers



Prepares graduates for careers with median salaries between

\$58,380— \$69,880, depending on specialization



Bingham Research Center: Pioneering Al-Driven Solutions for Winter Ozone Forecasting and Emission Control

Bingham Research Center is at the forefront of atmospheric science with innovative solutions to address winter ozone concerns in the Uinta Basin. Through Al-driven forecasting and emission control technology, the center is not only improving public health outcomes but also supporting Utah's energy industry with cost-saving strategies.

Clyfar Al-Driven Forecasting:

2024 Achievements

Research Funding

Community and Industry Impact



Predicts winter ozone conditions

2 WEEKS in advance



Helps gas and oil industries **reduce pollutants** and avoid **costly fines**



Addresses winter ozone levels in the Uinta Basin, which can approach levels seen in large metropolitan areas during summer



Published

13

peer-reviewed articles and delivered

23

presentations



Identified formaldehyde as the key carbonyl in winter ozone formation



Developed **Clyfar**, an Al-driven model for ozone predictions



Secured

\$1.16M

in new funding in 2024, bringing total awards to

\$15.1M since 2011



Supported the development of innovative emission control prototypes for oil field equipment, offering costsaving solutions for Utah's energy sector



The Ozone
Alert Program
and Clyfar's
forecasts help local
communities and
industries take
proactive measures
to reduce emissions
and protect public
health



Early action supports compliance with regulatory standards and avoids penalties



Conclusion

USU Statewide Enterprise's comprehensive programs and research initiatives are making a substantial and measurable impact across Utah. By fostering economic growth, promoting sustainability, enhancing education, and improving health outcomes, USU Extension and statewide campuses are a vital asset to communities statewide. From empowering individuals and businesses to building future leaders and addressing critical environmental challenges, Statewide Enterprise efforts continue to support the prosperity and well-being of Utahns. As these programs evolve and expand, Statewide Enterprise remains dedicated to driving positive change and strengthening the fabric of Utah's communities for years to come.



REQUEST FOR PROPOSAL (RFP)

Grant Administration Services Morgan County Utah

1. Introduction

Morgan County ("the County") is seeking proposals from qualified firms or individuals ("Consultants") to provide grant administration services for current and future grantfunded projects. The selected Consultant will assist the County in ensuring compliance with all applicable federal, state, and local regulations and provide professional support throughout the grant lifecycle, from application to closeout.

2. Background

Morgan County is a local government entity in Utah, responsible for providing essential public services including infrastructure, public safety, and community development. The County regularly applies for and manages grants from federal, state, and local funding sources. To ensure effective management and compliance, the County seeks to contract with a qualified Grant Administrator.

3. Scope of Services

The selected Consultant will be expected to perform, but not be limited to, the following services:

- Identify and evaluate potential grant opportunities relevant to County departments.
- Assist in preparing and submitting grant applications.
- Develop and maintain grant management policies and procedures.
- Oversee post-award administration, including compliance monitoring, reporting, and financial tracking.
- Maintain documentation to ensure audit readiness.
- Coordinate with County staff, state/federal agencies, and funding partners.
- Provide technical assistance and training to County departments as needed.
- Assist in closeout and evaluation of grant programs.

4. Proposal Requirements

Proposals must include the following information:



- 1. Cover Letter Brief summary of the firm or individual's qualifications.
- 2. Experience and Qualifications Relevant experience in grant writing, administration, and compliance (particularly with federal and state programs).
- 3. Approach and Work Plan Description of methods for managing multiple grants and ensuring compliance.
- 4. Cost Proposal Detailed fee structure (hourly rate or fixed cost) and any reimbursable expenses.

5. Submission Instructions

Proposal Due Date: December 1st 2025 5:00 PM

Submission Method: Email

Submit To:

Kate Becker, Administrative Manager

Morgan County 48 W Young St Morgan Ut 84050

Email: kbecker@morgancountyutah.gov

Phone: 435-800-8724

Late submissions will not be accepted.

6. Terms and Conditions

- The County reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal deemed most advantageous to the County.
- All costs incurred in preparation of the proposal shall be the responsibility of the proposer.
- The selected Consultant will be required to enter into a professional services agreement with the County.
- The contract may be renewed annually based on performance and funding availability.

7. Contact Information

All questions regarding this RFP must be submitted in writing to:

Kate Becker, Administrative Manager

Email: Kbecker@morgnacountyutah.gov

Referee Job Progression

Job Level	Hourly Rate	Experience &		
		Requirements		
Referee 1	\$12.00/hr	No prior experience required. Must be able to referee with two other referees on the field or court.		
Referee 2	\$13.00/hr	Minimum 2 full seasons of refereeing experience (e.g., basketball, soccer, and baseball or 2 seasons of a single sport) or 1 year of experience. Must be able to referee with only one other referee at a time.		
Referee 3	\$13.50/hr	Minimum 4 full seasons of refereeing experience (e.g., 2 seasons each of basketball, soccer, and baseball or 4 seasons of one sport) or 2 years of experience. Must be able to referee alone or with very minimal supervision.		
Gym Manager 1	\$14.50/hr	Minimum 6 full seasons of refereeing experience (e.g., 3 seasons each of basketball, soccer, and baseball or 6 seasons of one sport) or 2-3 years of experience. Must be able to manage a gym with minimal supervision, mentor and assist referees, and handle coach/parent concerns.		
Gym Manager 2	\$15.50/hr	Minimum 1 full year as a Gym Manager 1.		



Limit of 3 Minutes

*Please do not repeat previously stated comments

*The Commission cannot respond –
This is not a Q & A

*Please Be Respectful

Thank you for being here!



2025 BUDGET CHANGE FORM

Date	10/28/2025
Department	Sheriff's Office
Department Head Signature	
Amount	\$1,600.00
Move from GL Account#	General Fund
Move to GL Account #	10-4214-260-000

Brief Description

For the 2025 Budget Year, \$24,000.00 was budgeted to cover the Vet Contract that had been \$2,000.00 a month. The Vet Clinic then began charging \$2,500.00 a month to the County. At the time of the increase the Commission was notified of the increase, and the decision was to continue going Month to Month until another option could be found, However, the budget was not increased to cover the additional \$500.00 more a month. We have now contracted with Mountain Green Animal Hospital for \$1,000.00 Dollars a month instead of \$2,500.00 a month with the Morgan Vet Clinic. We are asking that \$1,600.00 be moved from the General Fund to the Animal Control Building and Grounds Fund 10-4214-260-000 to cover the remainder of the 2025 Budget Year.



2025 BUDGET CHANGE FORM

Clerk/Auditor Use Only

Date Entered

Kate Becker

From: James Wagner

Sent: Tuesday, October 28, 2025 11:53 AM

To: Kate Becker Cc: Corey Stark

Subject: Commission Agenda

Attachments: Animal Control Budget Change.docx

Kate,

Due to the Increase of the Morgan Animal Control Vet Contract, we are going to be \$1,600.00 a month short to cover the remainer of this 2025 Budget.

We had discussions with the Commission when it increased an additional \$500.00 a month at the beginning of the year, but they did not increase the Budget at that time. Instead, they just decided to continue Month to Month until another option came up. We are now only paying \$1,000.00 a month but we are \$1,600.00 short for the remainder of the year.

Is this something that needs to be added to the Agenda or can we just do a Budget Change since the Commission was already aware of the situation? I have attached the Budget Change Form that was turned into Leslie already

Thanks,

Jim



County Commission Agenda Request Form

All Agenda items, including back-up materials, r **ALL DOCUMENTATION IS DUE ON OR BEFORE TUESDAY PRIOR TO A SCHEDULED COUNTY com	12:00 PM ON THE	Morgan County Attn: Kate Becker 48 West Young Street P O Box 886 Morgan, UT 84050 Phone: (435) 800.8724 Email: kbecker@morgancountyutah.gov		
This form must be submitted, along with scheduled until t	any required documentation he next County commission		m will not be	
Commission Meeting Date: 11/18/25 Name: Joshua Cook 48 W. Young Street		Time Requested: _ Phone:	20 min (801) 845-4015	
jcook@morgancounty	yutah.gov	Fax:		
Associated County Department:	Planning and Develonment Department			
PURPOSE FOR THE AGENDA ITEM - MUST BE SE				
Public Meeting/Discussion/Decision — C Use Permit (C3) that is required for the use of 00-0002-4354 and serial number 01-004-688 unincorporated Morgan County.	a private gravel pit. The p	property is identified	by parcel number	
WILL YOUR AGENDA ITEM BE FOR:	DISCUSSION DECISION BOTH INFORMATION ONLY	PUBLIC HEAR PUBLIC MEET		



COUNTY COMMISSION STAFF REPORT

Conditional Use Permit November 18, 2025

Croydon Gravel Pit CUP Public Meeting File #CUP25.009

Applicant/Owner: Leslie Harris

Project Location: Approx. 3100 N Lost Creek Rd

Parcel Number: 00-0002-4354 Serial Numbers: 01-004-688

Current Zoning: Rural Residential (RR-1) / Agriculture (A-20)

Acreage: 247.25 acres

REQUEST

A request for approval of a Conditional Use Permit (C3) that is required for the use of a private gravel pit.

PLANNING COMMISSION SUMMARY:

The Planning Commission heard this item at their regularly scheduled meeting on October 23rd, 2025. There were no comments made during the public comment section of the meeting. The Planning Commission discussion included the conditions proposed by County staff, including the reduction of speed of the trucks hauling material from the gravel pit, hours of operation, and the requirement that the applicant return to the Planning Commission with a landscaping plan for approval of revegetation prior to reclamation. The center of the discussion addressed the speed of trucks on Lost Creek Road. Staff clarified that imposing a specific speed limit to this project as a site-specific condition could be unenforceable. Rather than imposing a condition on the applicant, the Planning Commission recommended that the County Commission further discuss truck speeds when reviewing the application at its regularly scheduled meeting. The Commission voted to recommend approval of the application with a 5-0 vote, with Chair Maloney not voting and Member Telford absent from the meeting. The Planning Commission submitted the following additional conditions along with their vote:

- 1. That the conditions listed in the engineer's memo dated October 22, 2025, be included in the staff report to the County Commission on November 18, 2025.
- 2. That the applicant come back for approval of revegetation at the time of reclamation.

ATTORNEY GUIDANCE:

Administrative Review: CUPs are subject to administrative review.

The sole issue in land use administration is whether the application complies with county ordinances. If it does, it must be approved. The only circumstance in which an application could be denied is if a land use authority find that a compelling, countervailing public interest would be jeopardized. In determining whether this circumstance exists, the courts have stated, "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)."

Essentially, the only situation in which such an application can be denied is the application seriously threatens public health, safety or welfare.

While CUPs are subject to administrative review, they are an exception to the general zoning rule. By allowing them through ordinance, our County legislature has acknowledged that CUPs may have some impacts but has decided they are permissible. To address any detrimental effects that may arise, the legislature has also allowed for reasonable conditions to be imposed when those effects are reasonably anticipated. In doing so, our County is following State law, which provides, "A land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards." Utah Code Ann. § 17-27a-506(2)(a)(i).

1. Introduction

- Conditional uses are presumed to be appropriate and desirable in the designated zoning area.
- CUPs must be approved if they meet the requirements outlined in the local ordinance.
- Conditions may be imposed to mitigate reasonably anticipated detrimental effects.

2. Guiding Principles

- Presumption of Approval: A CUP must be approved unless detrimental effects cannot be substantially mitigated.
- Reasonably Anticipated Detrimental Effects (RADEs):
 - o Must be supported by substantial evidence.
 - o Public clamor, opinion, or general opposition do not constitute substantial evidence.
 - o Mitigation, Not Elimination: Conditions should substantially mitigate RADEs, but do not have to completely eliminate the detrimental effects.

3. Review Process

Step 1: Determine Compliance with Ordinance Standards

- Identify the specific standards outlined in the local ordinance.
- Confirm the CUP application meets these standards.

Step 2: Identify Potential Detrimental Effects

- Consider only those effects that are reasonably anticipated and substantiated by credible evidence.
- Disregard speculative, vague, or unsupported concerns.

Step 3: Assess Evidence

Evidence must be:

- Relevant: Directly related to the proposed use and its impact.
- Credible: Objective and fact-based.
- Independent: Not influenced by public opinion alone.

Step 4: Impose Reasonable Conditions (if necessary – remember by providing for a CUP in our local ordinance, County already recognizes that there may be effects)

Conditions must be:

- Ordinance-Based: Directly linked to the standards outlined in the local ordinance. Conditions not specified in the ordinance or unrelated to the identified detrimental effects are improper and unenforceable.
- Appropriate: Within local government's authority.
- Relevant: Specifically address the detrimental effects identified.
- Proportionate: Not excessively burdensome compared to the impact.
- Reasonable: Not intended to undermine the viability of the use.

4. Decision Making

Approval: If conditions can mitigate the detrimental effects, the CUP must be approved. Denial: Can only occur if:

- Detrimental effects cannot be substantially mitigated.
- Conditions imposed do not adequately address the specific issues.

5. Documentation and Findings

Clearly document:

- Substantial evidence supporting the determination.
- Specific reasons for either approval or denial.
- Conditions imposed and their rationale.
- Maintain a detailed record to support the decision in case of appeal.

6. Avoiding Common Pitfalls

- Public Clamor: Do not base decisions solely on public outcry.
- Unsubstantiated Concerns: Avoid considering issues not backed by factual evidence.
- Consistency: Apply standards uniformly to avoid arbitrary decisions.

7. Post-Approval Management

- Conditions run with the land and are enforceable with subsequent owners.
- Monitor compliance and address violations as needed.

RECOMMENDATION

Based on the information in this staff report, planning staff recommends that the Planning Commission approve the requested Conditional Use Permit (CUP) application for a private gravel pit subject to all applicable regulations and the following conditions:

Conditions:

- 1. That the grading and excavation activities shall fully comply with the standards and requirements outlined in § 155.086(G) of the Morgan County Code, including limits on excavation depth, slope, and fill compaction.
- 2. That the property owner shall implement and maintain effective dust control measures, such as watering or other approved methods, throughout all phases of excavation and hauling to minimize dust impacts on surrounding properties and roadways.
- 3. That the hours of operation for grading, excavation, and hauling shall be limited to 7:00 a.m. to 5:30 p.m., Monday through Friday.
- 4. That all disturbed or exposed soils shall be promptly stabilized and revegetated using plant species approved by the Planning Commission to control erosion and preserve the natural appearance of the site.
- 5. That approved grading and excavation plans shall be maintained on-site at all times during active operations, and the Conditional Use Permit shall be prominently posted near the primary site access visible from the public road.
- 6. That inspections by county officials shall be coordinated and completed prior to commencement of work, after completion of rough grading, and following final stabilization to ensure compliance with all permit conditions.
- 7. That the property adheres to all other County, State, and Federal requirements.
- 8. That the operation shall be conducted in a manner that protects the health, safety, and general welfare of the public and neighboring properties.

PROJECT DESCRIPTION

Staff has reviewed a Conditional Use Permit (CUP) application for a private gravel pit located on a 247.25-acre property in Morgan County. The project site is currently developed with respect to commercial excavation uses but is proposed to be developed for a private gravel pit operation involving grading, excavation, and associated site improvements. The parcel offers year-round access via North Lost Creek Road, a county-maintained road, and is situated in proximity to existing county infrastructure and services.

This application is reviewed under the provisions of Morgan County Code, specifically § 155.086(G) — Landfills and Land Excavations, which sets forth standards and requirements to promote public safety and general welfare, protect property from erosion, earth movement, and flooding, maintain the community environment, and preserve the natural scenic character of the county (see the entirety of the code section included as exhibit "F"). This subchapter also establishes minimum grading and excavation standards and procedures to ensure harmonious development with adjacent lands while minimizing hazards related to drainage, erosion, and earth movement.

The proposed gravel pit operation involves excavation exceeding 1,000 cubic yards, an excavation area larger than one acre, and the removal of vegetation from an area exceeding one acre, thus requiring a Conditional Use Permit under the code section cited. The applicant's grading and excavation plan includes mitigation measures such as controlled slopes, erosion control planting, and dust suppression designed to prevent off-site impacts and maintain site stability.

The applicant will be required to comply with the operating hours limitations stipulated for grading and excavation activities adjacent to residential areas, generally limited to 7:00 a.m. to 5:30 p.m. on weekdays, unless otherwise approved. All disturbed surfaces will be managed to prevent dust, dirt, and debris from impacting neighboring properties and roadways. Site slopes will be engineered according to the county's standards, including provisions for slope compaction, drainage structures, and revegetation with approved plant species to maintain the natural appearance and reduce erosion risks.

Inspections by county officials will be conducted at key stages of grading operations to verify compliance with approved plans and conditions. The applicant must maintain grading plans on-site and prominently display the permit approval near the property entrance during active operations.

Staff finds that the proposed CUP application aligns with the intent of § 155.086(G) by ensuring that excavation and grading activities are conducted in a manner that protects public safety, adjacent properties, and the natural environment. Conditions of approval will address compliance with erosion control, slope stability, dust management, and operational timeframes to mitigate potential adverse impacts.

Approval of this CUP will allow the applicant to proceed with the development of a private gravel pit operation on the property, subject to ongoing compliance with county standards and conditions to safeguard the community and environment. These aforementioned additional conditions would need to comply with the following standards as contained within § 155.366(A) Conditional Uses:

- "A. Conditions Relating To Safety For Persons And Property:
 - 1. Building elevations and grading plans which will prevent or minimize floodwater damage, where property may be subject to flooding.
 - 2. The relocation, covering or fencing of irrigation ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property.
 - 3. Increased setback distances from lot lines where the planning commission determines it to be necessary to ensure the public safety and to ensure compatibility with the intended characteristics of the district as outlined in this title.
 - 4. Appropriate design, construction and location of structures, buildings and facilities in relation to any earthquake fault which may exist on the property, and limitations and/or restrictions on the use and/or location of uses due to special site conditions, including, but not limited to, geologically hazardous areas; floodplains; fault zones; landslide areas.
 - 5. Limitations and control of the number, location, color, size, height, lighting and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards and appearance and harmony with adjacent development.

- 6. Plans for the location, arrangement and dimensions of truck loading and unloading facilities.
- 7. Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants and street lighting.
- 8. Reduction of permitted street grades for winter and storm conditions, or exposure.
- 9. Fences shall not create visual nor other safety hazards.
- 10. Backing movements, passing vehicles, sidewalk traffic, small children, etc., shall be considered in the location of fences and effects on circulation system.
- 11. Numbers and types of vehicles per time period associated with the conditional use activities.
- 12. Time of day and days of the week conditional use may operate."

Any conditions that staff or the Planning Commission come up with should aim to ensure that the private gravel pit operates in a manner that is compatible with surrounding land uses and minimizes any potential negative impacts on the community and the environment.

CODE ANALYSIS

Standards		Findings	Rationale
Ordinance Evaluation. Morgan County Code § 155.008 defines conditional use as the following:			
CONDITIONAL USE: A land use that, because of the unique characteristics or potential impact of the land use on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas, or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. (A development or land use application which requires a conditional use permit, pursuant to this chapter.)			
	(D) Conditions Relating To Safety For Persons And Proper		
1(a)	Building elevations and grading plans which will prevent or minimize floodwater damage, where property may be subject to flooding.	Will Comply	Staff will review at the time of site plan and building permit.
1(b)	The relocation, covering or fencing of irrigation ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property.	N/A	
1(c)	Increased setback distances from lot lines where the planning commission determines it to be necessary to ensure the public safety and to ensure compatibility with the intended characteristics of the district as outlined in this title.	N/A	
1(d)	Appropriate design, construction and location of structures, buildings and facilities in relation to any earthquake fault which may exist on the property, and limitations and/or restrictions on the use and/or location of uses due to special site conditions, including, but not limited to, geologically hazardous areas; floodplains; fault zones; landslide areas.	Existing	
1(e)	Limitations and control of the number, location, color, size, height, lighting and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards and appearance and harmony with adjacent development.	N/A	
1(f)	Plans for the location, arrangement and dimensions of truck loading and unloading facilities.	Will Comply	

1()		37/4
1(g)	Construction of curbs, gutters, drainage culverts,	N/A
4.01	sidewalks, streets, fire hydrants and street lighting.	77//
1(h)	Reduction of permitted street grades for winter and storm	N/A
	conditions, or exposure.	
1(i)	Fences shall not create visual nor other safety hazards.	N/A
1(j)	Backing movements, passing vehicles, sidewalk traffic,	N/A
	small children, etc., shall be considered in the location of	
	fences and effects on circulation system.	
1(k)	Numbers and types of vehicles per time period associated	Will
	with the conditional use activities.	Comply
1(1)	Time of day and days of the week conditional use may	Will
	operate.	Comply
155.366	(D) Conditions Relating To Health And Sanitation:	
2(a)	A guarantee of sufficient water to serve the intended land	Will
	use and a water delivery system meeting standards adopted	Comply
	by the governing body.	
2(b)	A wastewater disposal system and a solid waste disposal	Will
	system meeting standards adopted by the governing body.	Comply
2(c)	Construction of water mains, sewer mains and drainage	N/A
` '	facilities serving the proposed use, in sizes necessary to	
	protect existing utility users in the district and to provide	
	for an orderly development of land in the county.	
155.366	(D) Environmental Concerns:	
3(a)	Limitations and/or restrictions on the use and/or location of	Will
()	uses in sensitive areas due to soils capabilities, wildlife and	Comply
	plant life.	
3(b)	Standards intended to conserve, enhance, restore and	Will
- (-)	maintain significant natural and manmade features which	Comply
	are of public value, including among other things, river	
	corridors, streams, lakes and islands, domestic water	
	supply watersheds, flood storage areas, natural shorelines	
	and unique vegetation, wetlands, wildlife and fish habitats,	
	significant geological features, tourist attractions,	
	archaeological features and sites, historic features and sites	
	and scenic views and vistas, and to establish criteria and	
	standards for the development, change of use, or alteration	
	of such features.	
3(c)	Processes for the control, elimination or prevention of land,	Will
3(3)	water or air pollution; the prevention of soil erosion; and	Comply
	the control of objectionable odors. Processes for the	Cup.ij
	control, elimination or prevention of land, water or air	
	pollution; the prevention of soil erosion; and the control of	
	objectionable odors.	
3(c)(1)	These processes may include restrictions on degradation of	Will
3(0)(1)	water quality.	Comply
3(c)(2)	Developments which produce any discharge to any	Will
3(0)(2)	watercourse shall demonstrate compliance with all federal,	Comply
	state and county water quality standards as evidenced by	Compty
	the issuance of any permits required for their discharge by	
	the federal government, state and/or county.	
3(c)(2)	Whenever sedimentation is caused by stripping vegetation,	Will
3(c)(3)		
	regrading or other development, it shall be the	Comply
	responsibility of the person, corporation or other entity	
	causing such sedimentation to remove it from all adjoining	
	surfaces and drainage systems prior to final approvals for	
	the project. It is the responsibility of any person,	

	corporation or other entity doing any act on or across a		
	stream, watercourse or swale, or upon the floodplain or		
	right of way thereof, to maintain as nearly as possible in its		
	present state the stream, watercourse, swale, floodplain or		
	right of way during such activity.		
3(d)	The planting of ground cover or other surfacing to prevent	Will	
· /	dust and erosion.	Comply	
3(d)(1)	The proposed land disturbing activity will ensure and	Will	
3(d)(1)	provide an undisturbed vegetation buffer from the top of	Comply	
	the bank of a stream, wetland or other water body, unless a	Compiy	
	mitigation plan is approved for alterations within the buffer		
	area.		
2(4)(2)		Will	
3(d)(2)	Whenever feasible, natural vegetation will be retained and		
2 (1) (2)	protected.	Comply	
3(d)(3)	Temporary vegetation and/or mulching shall be used to	Will	
	protect exposed critical areas during development.	Comply	
3(d)(4)	Plans will be made to accommodate increased runoff and	Will	
	sedimentation caused by altered soil and surface conditions	Comply	
	during and after the proposed activity.		
3(e)	Restructuring of the land and planting of the same as	Will	
	directed by the planning commission when the conditional	Comply	
	use involves cutting and/or filling the land and where such	1 ,	
	land would be adversely affected if not restructured.		
3(f)	Limitations and/or restrictions on construction and/or	Will	
- (-)	development on slopes in excess of thirty percent (30%) to	Comply	
	control erosion.	compiy	
3(g)	If the proposed conditional use involves hillside	Will	
J(g)	construction and/or development, the application will be	Comply	
	approved only after the applicant provides:	Compiy	
2(-)(1)		Will	
3(g)(1)	Topographic information showing that the proposed		
	activity is on land with a slope less than thirty percent	Comply	
	(30%) and that it is located more than two hundred feet		
	(200') from a known landslide.		
3(g)(2)	A geologic/geotechnical report which shall be in form and	Will	
	content approved by the county engineer, consisting of,	Comply	
	among other things, a slope stability study, earthquake		
	analysis and sedimentation analysis, prepared by a certified		
	engineering geologist or geotechnical engineer approved		
	by the county engineer, certifying that the site or route in		
	its entirety is suitable for the proposed development.		
3(g)(3)	Such other engineering or technical reports as may be	Will	
.5, ()	required by the planning commission or governing body.	Comply	
3(g)(4)	Detailed construction plans, drawings and specifications	Will	
	which outline all construction methods proposed to be	Comply	
	utilized.		
3(h)	In all cases, the applicant may be required to supply a	Will	
- ()	geologic report, a geotechnical study, a hydrological study,	Comply	
	a civil engineering study and other applicable engineering	compiy	
	studies required by the planning commission or governing		
	body acceptable in form and content to the county		
2(i)	engineer. The applicant's conditional was may be limited or denied if	Will	
3(i)	The applicant's conditional use may be limited or denied if		
	blasting, drilling or any other construction activity	Comply	
	involved will weaken, or cause, adjoining slopes, geologic		
	formations and manmade improvements to become		
	unstable or if the proposed construction or operation will		

result in the creation of a geologic hazard to surrounding	
properties, such as through slumping, sliding or drainage	
modifications.	

PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on or before October 13, 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 or before October 13, 2025.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on or before October 13, 2025.
- \checkmark A sign was posted on the site on or before October 13, 2025.

RECOMMENDED MOTION

Motion for *Approval* – "I move we approve the Croydon Gravel Pit CUP, application #CUP25.009, to allow for the use of a private gravel pit at property located approximately at 3100 N Lost Creek Rd in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated November 18, 2025."

Motion for *Approval* with *Conditions* – "I move we approve the Croydon Gravel Pit CUP, application #CUP25.009, to allow for the use of a private gravel pit at property located approximately at 3100 N Lost Creek Rd in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated November 18, 2025, and as modified by the conditions and findings below:"

1. List any additional findings and conditions...

Motion for *Denial* – "I move we deny the Croydon Gravel Pit CUP, application #CUP25.009, to not allow for a private gravel pit at property located approximately at 3100 N Lost Creek Rd in unincorporated Morgan County subject to the following findings:

1. List any additional findings...

SUPPORTING INFORMATION

Exhibit A: Vicinity Map

Exhibit B: Zoning Map

Exhibit C: Applicant Narrative

Exhibit D: Graphic Representation of Proposal

Exhibit E: County Engineer Review Letter

Exhibit F: County Engineer Drainage Report

Exhibit G: § 155.366(G) Conditional Uses

Exhibit A: Vicinity Map

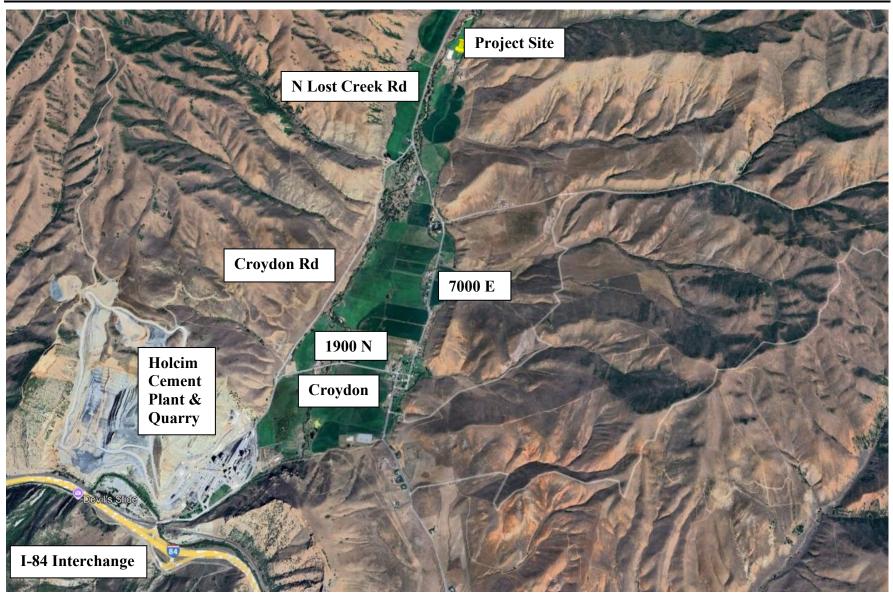


Exhibit B: Zoning Map



Exhibit C: Applicant Narrative

The proposed gravel pit will be located in the center of a 274-acre parcel situated in a remote mountain setting. The pit is intended solely for personal use to support maintenance and repair of existing two-track ranch roads within the property. No gravel will be sold commercially.

Because of its very limited scale and purpose, the overall impact of the gravel pit is minimal. Operations will occur on an intermittent basis, at most once per month, and only as road conditions require. With minimal use the potential for noise, dust or visual disturbance is very low. Because the pit is situated well within the parcel boundaries, far from public view and neighboring properties, its presence will not affect community aesthetics or create traffic impacts.

The pit's footprint will be kept small, proportional only to the amount of material needed for road maintenance. Surrounding vegetation will be left intact as a natural buffer. The limited disturbance ensures that wildlife habitat and watershed functions remain largely unaffected. Any minor surface disruption from extraction will be managed through proper grading and stabilization practices, ensuring that the site does not contribute to erosion or sediment runoff.

The gravel pit will provide a practical and sustainable source of material to maintain safe and usable ranch roads while avoiding reliance on external sources. With its restricted scope, rare usage, and location deep within a large parcel, the pit represents a low-impact, self-sufficient land management solution that preserves the broader integrity and natural character of the property.

Exhibit D: Graphic Representation of Proposal





Memorandum

To: Joshua Cook, Planning and Development Services Director

Morgan County

From: Mark T. Miller, P.E.

Wasatch Civil Consulting Engineering

Date: Otober 20, 2025

Subject: Croydon Gravel Pit - CUP

We have reviewed the plans for the subject gravel pit and recommend approval subject to the following items being addressed:

- A reclamation plan should be included. It should note the required topsoil and appropriate vegetation that will be planted to stabilize the finished slopes. Note 8 references crib walls, planting terraces, etc. The plans do not indicate that those improvements are anticipated. The pond size should be indicated and the reclamation plan should show that it needs to be removed during rehabilitation.
- Phasing is not indicated on the plan. If all material is to be removed in a single phase, it should be noted.
- A bond still needs to be established for reclamation.
- County inspections are required prior to commencement of excavation, at intervals during excavation, and finally at the end of operations within the pit.

It has been our experience that gravel pit traffic and dust are the two most common complaints from the public. We recommend watering to minimize dust. We will inspect periodically to ensure adequate watering equipment is on-site to ensure dust control. It would be helpful if the plans indicated the truck route from the pit to the public road. A stop sign will be required on the private leg of the intersection to ensure trucks come to a complete stop before entering the public roadway.

Inasmuch as CUP are conditional, we recommend approval subject to these conditions and the ordinance in its entirety. If other issues related to Health, Safety, and Welfare are brought to our attention during the mining period, we will address them with the owner on a case-by-case basis. We can increase site inspections at the request of the County Commission.

Please call if you have any questions.



Memorandum

To: Joshua Cook – Planning and Zoning Administrator

Morgan County

From: John Bjerregaard, P.E.

Wasatch Civil Consulting Engineering

Date: October 20, 2025

Subject: Sawmill Gravel Pit – Drainage Review

We have reviewed the plans for Sawmill Gravel Pit - 3100 North Lost Creek Road for compliance with drainage requirements. Our comments are given below.

- The required runoff storage volume needs to be added to the plans. We recommend that the on-site storage volume should retain at a minimum the 25-year 24-hour storm event, or the minimum volume required by the Utah Division of Oil Gas and Mining, whichever is more. We estimate that the runoff depth for the 25-year, 24-hour storm event (storm depth = 2.81 inches) as calculated with Natural Resource Conservation Service, TR-55 methodology is 1.0 inches. For the 3.8 acre mining area, the required storage volume is 0.32 ac-ft (minimum).
- Drainage direction arrows and a note should be added to the plan to indicate that the runoff for the entire excavation area should be direct to the stormwater retention area.

- (G) Landfills and land excavations.
- (1) Purpose and intent. This division (G) is adopted to promote public safety and the general public welfare; to protect property against loss from erosion, earth movement and flooding; to maintain a superior community environment; to provide for the continued orderly growth of the county; and to ensure the maximum preservation of the natural scenic character of major portions of the county by establishing minimum standards and requirements relating to land grading, excavations and fills and procedures by which these standards and requirements may be enforced. It is intended that this division (G) be administered with the foregoing purposes in mind and specifically in an attempt to:
- (a) Ensure that the development of each site occurs in a manner harmonious with adjacent lands so as to minimize problems of drainage, erosion, earth movement and similar hazards;
- (b) Ensure the public lands and places, watercourses, streets and all other lands in the county are protected from erosion, earth movement or drainage hazards;
- (c) Ensure that the planning, design and construction of all development will be done in a manner which provides maximum safety and human enjoyment and except where specifically intended otherwise, makes such construction as unobtrusive in the natural terrain as possible; and
- (d) Ensure, insofar as practicable, the maximum retention of natural vegetation to aid in protection against erosion, earth movement and other hazards and to aid in preservation of the natural scenic qualities of the county.
 - (2) Permit required; exceptions.
- (a) No person shall commence or perform any grading or excavation, including those in gravel pits and rock quarries, in excess of the limits specified below without first obtaining a conditional use permit for such grading or excavation.
- (b) In this division (G), all references to conditional use permit shall mean a conditional use permit for grading or excavation. (See also the Building Code.)
- (c) A conditional use permit shall be required in all cases where development comes under any one or more of the following provisions, unless such work is otherwise exempted elsewhere in this section:
 - 1. Excavation, fill or any combination thereof exceeding 1,000 cubic yards;
- 2. Fill exceeding five feet in vertical depth at its deepest point measured from the adjacent undisturbed ground surface;
 - 3. An excavation exceeding five feet in vertical depth at its deepest point;
 - 4. An excavation, fill or combination thereof exceeding an area of one acre; and
 - 5. Vegetation removal from an area in excess of one acre.
 - (d) A conditional use permit shall not be required in the following cases:
- 1. Excavations below finished grade for which a building permit is required and has been issued by the county, including, but not limited to, the following:
 - a. Septic tanks and drainfields;
 - b. Tanks:
 - c. Vaults;
 - d. Tunnels;
 - e. Equipment basements;
 - f. Swimming pools;
 - g. Cellars; or
 - h. Footings for buildings or structures.

- 2. Excavation or removal of vegetation within property owned by public utility companies or within public utility easements by public utility companies;
- 3. Removal of vegetation as a part of the work authorized by an approved building permit;
 - 4. Tilling of soil or cutting of vegetation for agricultural or fire protection purposes;
- 5. Commercial quarries operating with valid conditional use permits and/or in appropriate Industrial Zones as provided for in this chapter;
- 6. Engineered interior fills or surcharge on the property with respect to industrial development;
- 7. Items not covered by this section which are exempted from required permits by this chapter and the Building Code of the county; and
 - 8. Grading and/or excavation done pursuant to an approved final subdivision plan.
- (3) *Responsibility*. Failure of the county officials to observe or recognize hazardous or unsightly conditions, or to recommend denial of the conditional use permit, or of the Planning Commission to deny said permit, shall not relieve the permittee from responsibility for the condition or damages resulting therefrom.
- (4) *Retention of plans*. Plans, specifications and reports for all excavation conditional use permit applications submitted to the county for approval shall be retained by the county for a minimum period of two years.
 - (5) *Inspections*.
- (a) The Zoning Administrator and Building Official, with assistance from the County Engineer, shall make the inspections hereinafter required and shall either approve that portion of the work completed or shall notify the permittee wherein the same fails to comply with this section. Where it is found by inspection that conditions are not substantially as stated or shown in the conditional use permit application, the inspector may stop further work until and unless approval is obtained for a revised grading plan conforming to the existing conditions.
- (b) Plans for grading work, bearing the stamp of approval of the Planning Commission, shall be maintained at the site during the progress of the grading. Until the final inspection is made, a card issued by the county indicating permission to grade has been granted shall be prominently displayed near the front property line of the property involved so as to be visible from the street on which the property fronts.
- (c) In order to obtain inspections, the permittee shall notify the county at least 24 hours before said inspection is to be made.
 - (d) Inspections shall be made.
- 1. Before commencement of grading operations and after required construction stakes have been set;
 - 2. When all rough grading has been completed; and
- 3. When all work, including installation of all drainage and other structures and required planting has been completed.
 - (6) Standards and specific requirements.
- (a) *Applicability*. All grading and excavation shall comply with the requirements set forth in this section in addition to other requirements of this chapter.
 - (b) Hours and days of operation.
- 1. All grading and excavation in or contiguous to residential neighborhoods shall be carried on between the hours of 7:00 a.m. to 5:30 p.m. The Zoning Administrator may waive this requirement if it is shown that restricting the hours of operation would unduly interfere with the

development of the property and it is shown that other properties or neighborhood values would not be adversely affected.

- 2. All grading and excavation in or contiguous to residential neighborhoods shall be carried on only Monday through Friday during the week.
- (c) Dust and dirt control. All graded or disturbed surfaces of excavations, and all equipment materials and roadways on the site shall be dampened or suitably treated, managed or contained to prevent the deposit of debris, dust or dirt on neighboring streets and properties; all materials transported to or from the site shall be so contained during transportation as to prevent spillage on streets or other property outside of the site.
- (d) *Slopes*. The Zoning Administrator may require the percent of slope of a cut or fill to be reduced if it is found that the cut or fill is subject to unusual or excessive erosion, or if other conditions make such requirements necessary for stability. The Zoning Administrator may permit steeper slopes where the material being cut is unusually stable.
- (e) *Fill material*. All fill, except in publicly approved refuse disposal or other landfill operations, shall be earth, rock or other inert materials free from organic material and free of metal, and except that topsoil spread on cut and fill surfaces may incorporate humus for desirable moisture retention and plant growth properties.
- (f) *Drainage*. Adequate provisions shall be made to prevent any surface waters from damaging the cut face of an excavation or any portion of a fill. All drainageways and structures shall carry surface waters without producing erosion to the nearest practical street, storm drain or natural watercourse acceptable to the County Engineer as a safe place to deposit and receive such waters. The County Engineer may require such drainage structures to be constructed or installed as necessary to prevent erosion damage or to prevent saturation of the fill or material behind cut slopes.
- (g) Finished cuts and slopes. The exposed or finished cuts or slopes of any fill or excavation shall be smoothly graded. All exposed slopes of any cut or fill shall be protected by approved planting, crib walls or walls and planting, terracing or combination thereof.
- (h) *Backfilling*. Any pipe trench or other trenching or excavation made in any slope of any excavation or filled site shall be backfilled and compacted to the level of the surrounding grade.
- (i) Compaction of fills. Unless otherwise directed by the Zoning Administrator, all fills governed by this chapter intended to support buildings, structures or where otherwise required to be compacted for stability, shall be compacted, inspected and tested in accordance with the following provisions:
- 1. The natural ground surface shall be prepared by removal of topsoil and vegetation and, if necessary, shall be graded to a series of terraces;
- 2. The fill shall be spread in a series of layers, each not exceeding six inches in thickness, and shall be compacted by "sheepsfoot" roller compactor (after each layer is spread) or other method acceptable to the County Engineer;
- 3. The moisture content of the fill material shall be controlled at the time of spreading and compaction to obtain required maximum density;
- 4. The fill material after compaction shall have an average dry density of not less than 95% of maximum dry density and a minimum of 90% in all portions of the fill requiring compaction as determined by the AASHO soil compaction test method T99-57 or T180-57, or other testing method acceptable to the County Engineer and Zoning Administrator;
- 5. A written report of the compaction, showing location and depth of test holes, materials used, moisture conditions, recommended soil bearing pressures and relative density

obtained from all tests, prepared by a civil engineer or soils engineer licensed by the state, shall be submitted to the Zoning Administrator or County Engineer; and

- 6. The Zoning Administrator may require additional tests or information if, in his or her opinion, the conditions or materials are such that additional information is necessary and may modify or delete any of the above listed requirements that in his or her opinion are unnecessary to further the purpose of this chapter.
- (j) Erosion control and landscaping. All cut and fill surfaces created by grading, except for firebreak purposes, shall be planted with a ground cover that is compatible with the natural ground covers in the county. Topsoil is to be stockpiled during rough grading and used on cut and fill slopes. When slopes too steep to support continuous ground cover have been permitted and in lieu thereof niches and ledges provided for planting, such slopes need not be planted with a continuous ground cover but may instead be screened with vines and plantings. Cuts and fills along public roads may be required to be landscaped so as to blend into the natural surroundings. All plant materials must be approved by the Planning Commission prior to issuance of a conditional use permit.
- (k) Filling for agricultural and fire protection purposes. Filling of the ground for agricultural or fire protection purposes shall be accomplished with such practices as will prevent erosion and damage to natural drainage channels.
 - (1) Final inspection.
- 1. If upon final inspection of any grading it is found that the work authorized by the conditional use permit has been satisfactorily completed in accordance with the requirements of this chapter, and any other requirements imposed, the Zoning Administrator shall so record in the record.
- 2. The Zoning Administrator shall have the power to revoke any conditional use permit whenever it is found that the work covered by the certificate has been materially extended or altered without prior approval, or that any planting, retaining walls, cribbing, drainage structures or other protective devices as shown on the approved plans and specifications submitted with the application for a permit have not been maintained in good order and repair.
- 3. Before such revocation, the Zoning Administrator shall first give written notice to the owner of the property involved, specifying the defective condition and stating that unless such defective condition is remedied satisfactorily, the conditional use permit may be revoked. If the defective condition is remedied to the satisfaction of the Zoning Administrator, the certificate shall not be revoked.
- (m) *Special precautions*. Special precautions shall be taken to preserve life, property values, stable soils conditions and aesthetics, including, but not limited to, the following:
- 1. Requiring a more level exposed slope, construction of additional drainage facilities, berms, terracing, compaction or cribbing, installation of plant materials for erosion control, and reports of a registered soils engineer and/or engineering geologist whose recommendation may be made a requirement for further work. Such requirement by the Zoning Administrator shall constitute a change order in the work; and
- 2. Where it appears that storm damage may result from work performed hereunder, such work may be stopped and the permittee required to take such measures as may be necessary to protect adjoining property or the public safety. On large operations or where unusual site conditions prevail, the Zoning Administrator may specify the time at which grading may proceed and the time of completion or may require that the operation be conducted in specific

stages so as to ensure completion of protective measures or devices prior to the advent of seasonal rains.

- (n) Excavations. All excavations shall be limited as follows:
- 1. No cut slope shall exceed a vertical height of 100 feet unless horizontal benches with a minimum width of 30 feet are installed at each 100 feet of vertical height. No excavation shall be made with a cut face steeper in slope than two horizontal to one vertical;
- 2. The land use authority may permit the excavation to be made with a cut face steeper in slope than two horizontal to one vertical if the applicant can reasonably show that the material making up the slope of the excavation and the underlying bedrock is capable of holding satisfactorily on a steeper gradient. No slopes shall be cut steeper than the bedding planes, fault or joint in any formation where the cut slope will lie on the dip side of the strike line of the fracture, bedding plane, fault or joint. No slopes shall be cut in an existing landslide, mudflow or other form of naturally unstable slope, except as recommended by a qualified geological engineer after conducting a site-specific geologic hazards study. Geologic hazards studies shall meet the minimum requirements of § 155.230 of this code. Where the excavation is exposed straight above the top of the cut which will permit the entry of water along bedding planes, this area shall be sealed with a compacted soil blanket having a minimum thickness of two feet. The soil for this blanket shall be relatively impervious and must be approved for such use by the engineering geologist. If the material of the slope is of such composition and character as to be unstable under the anticipated maximum moisture content, the slope angle shall be reduced to a stable value; and
- 3. No excavation for construction of new utility and telephone lines shall be made in paved streets within five years after paving. During said five-year period, tunneling under such streets may be authorized if otherwise in compliance with this section, where to do so would facilitate construction of new utility and telephone lines, or maintenance unless approved by the County Engineer.
 - (o) Fills.
- 1. All fills shall be limited as follows: No fill slope shall exceed a vertical height of 100 feet, unless horizontal benches with a minimum width of 30 feet are installed at each 100 feet of vertical height.
- 2. The land use authority may permit a fill to be made which creates an exposed surface steeper in slope than two horizontal to one vertical if the applicant can reasonably show that the strength characteristics of the material to be used in the fill are such as to produce an equivalent degree of slope stability and sufficient strength characteristics to support the fill within reasonable settlement values so as to produce an equivalent degree of safety.
 - (p) Prohibited activities.
- 1. The provisions of this division (G) shall not be construed as permitting the removal of topsoil solely for resale, or of permitting quarrying of any site within the limits of the county, unless in a zoning district allowing such activities.
- 2. This division (G) shall also not be construed as authorizing any person to maintain a private or public nuisance upon his or her property, and compliance with the provisions herein shall not be a defense in any action to abate such nuisance. (Prior Code, § 8-8-7)
- (H) Restricted lots. No building permits shall be issued for construction of any building or structure to be located on a restricted lot or parcel, unless the permit complies with all of the requirements pertaining to the specific restrictions in place on the lot or parcel and the county's subdivision regulations.



County Commission Agenda Request Form

Morgan County All Agenda items, including back-up materials, must be submitted to: **Attn: Kate Becker 48 West Young Street** P O Box 886 Morgan,UT 84050 **ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE Phone: 435.800.8724 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 Time Requested: commission Meeting Date: Phone: Name: Address: Email: Fax: Associated County Department: PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC: WILL YOUR AGENDA ITEM BE FOR: **DISCUSSION** DECISION **BOTH**

INFORMATION ONLY

Taggart's River Access Improvements: What's Next?

This is a request for <u>Discussion and Decision</u> to continue moving forward with these efforts, so we can work on finding ways to fund them.

What has been done so far?

- Taggart River Access is designated as a County Asset.
- Rules and Responsibilities sign installed in partnership with Morgan and Summit Counties, Utah Division of Wildlife Resources, Utah State Parks, and Outfitter Businesses.
- Loading Zone/No Parking signs have been installed at the boat ramps area.
- The parking area where the restrooms are placed has been widened by the County using space and materials that were already available.
- The County provides portable restrooms and garbage cans every summer.
- Starting in summer 2025, the Swift Water Rescue Team was present at Taggart's River Access Site on 5 busy Saturdays with the SWRT Trailer and a staffed booth set up to discuss and share safety and stewardship information with river users.
- The Weber River Ambassador Program, a collaboration among the Morgan County Swiftwater Rescue Team, Weber River Partnership, Destination Sports, and members of the public, has intensified its efforts to conserve, improve, and be good stewards of the Weber River through garbage clean-ups, education, and outreach. We encourage folks to share their efforts on social media with the hashtag #WeberRiverAmbassador. This is a way they can lead by example and inspire others to participate in similar conservation and safety behaviors on the river.
 - By prioritizing the river, Morgan County is a Weber River Ambassador.

What the Swift Water Rescue Team is planning to do next:

- SWRT has planned and budgeted to increase the number of busy weekend days that Swift Water Team members will be present with a booth set up at Taggart in 2026.
- Will update the SWRT Trailer with safety and stewardship tips before summer 2026.
- North Summit Chief Nielson is on board to participate and have their Swift Water Rescue
 Team be present at the Henefer Public Access site next summer, which we expect will
 help to reduce safety issues and garbage.

What we recommend Morgan County do next:

- 1. Vote to approve taking the next steps to improve parking, maintain two-way traffic flow, and otherwise enhance the area's recreational value in a phased approach.
 - Phase 1 is what we can do now with the available county resources and/or the lower-cost portions of the plan that we can work on finding funding for first.
 - Phase 2 requires additional funding and possible coordination with other partners, such as UDOT and the Utah Office of Outdoor Recreation.
 - Phase 3, while we're engaging with UDOT and the Utah Office of Outdoor Recreation, let's enhance the overall Parks, Rec, and Trails value of Taggart's River Access with an improved river access facility (terrace, stairs, and improved

- ramps, maybe even bathrooms), thus maturing it into the improved regional asset called Taggart's River Park.
- Phases 2 and 3 could be interchangeable or combined, depending on how funding opportunities come together.
- This is in line with the County's approved Destination Development Plan, Active Transportation Plan, General Plan, and the new Utah Trail Network Master Plan.
- Details of the three phases are provided in the sections below.
- 2. Commissioners and other County leaders, please register early for and attend the annual Weber River Symposium on January 13, 2026.
 - This is a great opportunity to learn and network with neighboring county and state agency representatives whose interests overlap with Morgan County's interest in the Weber River Watershed.
 - Dawna has been asked to present on the Weber River Ambassador Program, with a special highlight about Morgan County's efforts. Please contact Dawna with any input you may have.
 - We are changing the venue location this year. It will be held at Weber State
 University Shepherd Union Ballroom. There will be a daytime and an evening
 session to make it possible for more members of the public to attend. We
 encourage you to attend the entire program. You can learn more and register at
 www.weberRiverPartnership.org.

Phase 1: Taggart's River Access Traffic Flow Improvement (in red on the map sketch below)

There is already a designated loading zone between the road and the river in the boat ramps area. Still, without a clearly designed, line-painted, and signed traffic flow pattern, many people don't understand how to effectively use the space without causing traffic jams. To improve this, we suggest the following:

- Widen and pave out the roadway and parking area to the maximum width possible, at least at the congestion area near the boat ramps, or as far up towards the train bridge as financially feasible. This needs to be done before we can paint lines.
- Paint 2 crosswalks across the road, one at the north (upstream) and one at the south (downstream) boundary of the loading zone.
 - For inbound/entering traffic, place a yield sign at the downstream crosswalk and a sign to let drivers know that exiting traffic has the right-of-way.
 - For outbound/exiting traffic, place a yield sign and another sign to show a split in traffic flow for loading or exiting without loading.
 - The crosswalks will give a visual demarcation for drivers to stop and read the traffic flow rules.
- For the outbound/exiting traffic lane, at the upstream crosswalk and yield sign, split the traffic flow pattern with painted lines to (1) the exiting lane without loading, and (2) the lane with arrows to the loading zone that will cut across the incoming traffic lane to the riverside of the road.
- The loading zone needs signs and arrow striping on the newly paved loading zone road
 to indicate that vehicles should load boats there when exiting the area in the southern
 direction, and that the loading zone is for active loading only and may not be blocked.

- Add signs upstream and downstream of the ramps to let people know where to stage their boats, stand, and wait for their vehicles to pull into the loading zone without blocking the loading zone traffic lane.
- Add signs on both sides of the 90-degree parking area indicating 90-degree parking only.
- Add a sign on the north end of the 90-degree parking area with an arrow pointing north, indicating that it is parallel parking from that point north.

Brett Heiner will provide cost estimates for each piece of this phase before the Nov.18 meeting.

Phase 2: Taggart's River Access Additional Traffic Flow Improvement

This may involve conversations with UDOT.

- To further widen the paved roadway and parking shoulder to the maximum width of county property between the river and the interstate, all the way up to the train bridge, build up a structural foundation with a ledge at the drainage boundary, or French drain the drainage at the fenceline. Then level up and pave out to that new maximum width. This would increase parking space and allow room for a walking trail, while maintaining 2-way traffic flow.
- Include a walking trail from the boat ramps up to the train bridge.

Phase 3: Taggart's River "Park" Recreation Facility Improvements & Trail Development

This is likely something that we can get grant funding from the Utah Office of Outdoor Recreation Grant Program, the Boating Access Grant Program, which funds projects for river access, including new infrastructure, upgrades, and land acquisition for rights-of-way, and the Federal Recreational Trails Program for non-motorized trails.

- Install terraces and stairways in the steep area between the two boat ramps.
- Improve the two boat ramps for ease of exiting the river while preventing erosion.
- With the help of the Utah Office of Outdoor Recreation advice and grants, and with possible help from UDOT, this could be a springboard to become the "Wasatch Back Connector" with a trail.
 - According to Logan Wilde, UDOT is interested in getting people off the Long Bridge, and so is interested in helping build a walking trail (could also be used for biking) that is down off the freeway between Taggart and Henefer.
 - Weber River Partnership will be happy to help in applying for some of the grant funding opportunities.

Fun Fact: On Saturday, July 19, 2025, we counted with a clicker 1,707 people at Taggart River Access between 11:00 am and 4:00 pm. A few local river guides said that it felt more crowded the next day, on Sunday.

Observation: When the road traffic is backed up, the boat ramps are also backed up, causing problems with people getting out of the river. When this happens, people (especially tubers and other inexperienced river users) often panic, flip off their tubes, and spill their garbage into the river to float downstream. Improving the traffic flow and boat ramps will reduce the amount of garbage in the river.

Map sketch of new traffic flow recommendations S. S. EDDY DADING ONLY イン

The sign we created and installed at the Taggart River Access in partnership with Morgan County, Summit County, the State, and local businesses.



The following 4 pages are Safety and River Stewardship information shared with the public by the Morgan County Swift Water Rescue Team when they are present at Taggart River Access.

RIVER STEWARDSHIP TIPS

Become a Weber River Ambassador by sharing your knowledge with others and leading by example.

- ★ Educate yourself.
- ★ Leave no Trace.
- ★ Pack it in. Pack it out.
- ★ Rig to Flip.
- ★ Use watercraft made for rocky whitewater rivers.
- ★ Recreate responsibly.
- ★ Respect the rights of others, including this river, its environment, wildlife, landowners, and other recreationists.
- ★ Help pick up after others.
- ★ Make a tax-deductible donation to the non-profit organization, Weber River Partnership:

www.weberriverpartnership.org/donate









Be a Weber River Ambassador!

RIVER SAFETY & STEWARDSHIP

a message from

Morgan County Emergency Service & Swiftwater Rescue
Weber River Partnership (501c3 non-profit)
& Destination Sports

SAFETY TIPS

Class II-III whitewater conditions exist on the Weber River!

THERE IS AN INHERENT RISK OF INJURY OR DEATH

Know Before You Go:

- ★ Know what's downstream before you get on the water.
- ★ If you haven't been there before, go with a guide or experienced river boater who knows where to go and what to do.
- ★ Stay together in a group and help each other out.

Rig to Flip:

- ★ Everything in your boat, including your drink, should be securely and snugly fastened to prevent loss in the event of a capsize.
 - Cans, bottles, and flip-flops are the most common river garbage.
- ★ No glass and no non-locking-lid coolers.
- ★ Instead of a cooler, use a securely and snugly clipped on dry bag as your day bag.

<u>Tubing this rocky and swift whitewater river is NOT recommended for the inexperienced:</u>

- ★ This is NOT a lazy river for tubing.
 - Strong currents, rapids, sharp rocks, and bends in the river that push you into the bushes and obstacles make tubing challenging.
 - Sitting in an awkward seating position for 2 hours, with your backside in the cold water, hitting your butt on the rocks, and using your little hands against a strong current to navigate the rapids, can be extremely challenging, especially to the unsuspecting or inexperienced.
 - If you have not tubed here before, it is recommended that you go in a raft with a guide for your first time.
 - Cheap tubes and pool toys pop easily, creating safety hazards and river garbage.
- ★ Tubing this river is not recommended for children.
 - Most children aren't big enough, nor do they have the skills to reach over the big tube and safely navigate by paddling with their little hands against a strong current.
- ★ If you haven't tubed this river before, it is recommended that you go in a raft with a guide for your first time. Then you can decide if it's something you want to try on your own in a tube.

Dress For the Swim in a Rocky and Swift River:

- ★ Life jackets are required by law to be worn on this river.
- ★ Shoes should have straps or laces to keep them on your feet.
 - Flip-flops fall off and become river garbage.
- ★ Sunglasses and hats should be secured to your body with a snug retainer.
 - Sunglasses and hats fall off and become river garbage
- ★ Helmets should be worn to prevent head injury from rocks and obstacles.
- ★ The weather may be warm and sunny, but a swim in cold water will drain your energy very fast.
 - Hypothermia sets in quickly.
 - A long stretch of cold whitewater is not ideal for tubing.
- ★ Splash gear, wet suits, dry suits, neoprene gloves and booties, and other cold-water paddling gear are recommended in the early season.
- ★ Wear synthetic quick-dry fabric clothing, not cotton.

Self-Rescue:

- ★ If you flip, get back in the boat if possible, or swim aggressively to shore or toward calm water.
- ★ Avoid obstacles such as trees, rocks, bridge pillars, and swift currents.
- ★ If you must swim a rapid, keep your feet up and pointed downstream.
- ★ Kick off rocks with your feet.
- ★ Do not attempt to stand up in moving water.
- ★ Use your arms to maneuver around obstacles.

Whitewater River Boats with Paddles are Recommended:

- ★ Boats rated for whitewater use by the manufacturer are recommended.
 - Cheap tubes, pool toys, inner tubes, inflatable mattresses, etc., can easily pop on the sharp rocks and branches of the Weber River, creating a safety hazard and river garbage.
- ★ Use a paddle and a whitewater boat for maximum control and comfort.
- ★ Whitewater boats have a smooth bottom and a curved hull shape.
 - A smooth-bottomed whitewater boat is easier to navigate in the churning current.
 - The curved shape from bow to stern on the bottom of a whitewater boat makes it easier to float over top of waves.
- ★ Flatwater boats, aka "recreational kayaks", including lake kayaks and canoes, are usually longer and have a tail fin or a keel (the prominent line that goes from the bow to the stern on the bottom of the hull).
 - The fin or keel of a flatwater boat is great for tracking straight in flatwater. But it can more easily be tossed and spun in whitewater current, making it very challenging to keep upright in a river.
 - Sit-inside flatwater kayaks are very dangerous on a river. They can fill with water and get pinned up against a rock or pillar, causing an entrapment hazard for the boater and for everyone coming down the river after you.

What about hardshell whitewater kayaking for beginners?

- ★ Hardshell whitewater kayaking brings together two separate skills that are best learned and mastered separately. Then bring the two skills together.
 - 1. If you are new to whitewater kayaking, an inflatable sit-on-top self-bailing kayak is recommended for your safety while you learn to navigate the whitewater current.
 - 2. Develop your hardshell kayak roll skills in a lake or pool.
 - 3. Bring the 2 skills together in a hardshell kayak with a spray skirt on the river with a team of skilled paddling buddies that can help you out when you get in trouble.
 - 4. Seek out resources and training with private or group kayaking lessons at DestinationSports.com, GoPaddleUtah.org, or the Utah Whitewater Club.

Update on the State of Utah's newly released Master Plan for the Utah Trail Network!

On October 28, 2025, Gov. Spencer Cox announced during his keynote address at the Utah Transportation Conference the completion of the master plan map for the Utah Trail Network. The plan map displays existing and proposed trails that will become part of the Utah Trail Network.

Portions of the proposed routes along I-84 through Morgan County are in two categories:

- Gap Closure: projects identify locations in the network that require further study in order to fill challenging gaps, such as crossing difficult geographic features or spanning areas with constrained right-of-way.
- Vision Corridor: projects represent longer-term goals for the Utah Trail Network to connect communities across greater distances.

One map version shows the proposed trail route between Henefer and Devil's Slide, staying alongside the interstate. The other map version shows that section looping around the back side through Croydon.

The Utah Trail Network Master Plan Map shows aspirational routes. All linework is subject to change as planning progresses and more data becomes available. This map is a foundational framework, expected to evolve throughout project lifecycles.

This means that **NOW IS THE TIME** to engage with UDOT and other state agencies to get funding and help with planning to build our trails! **We will be the Wasatch Back Connector.**

Master Plan with interactive map: https://utahtrailnetwork.udot.utah.gov/master-plan Brochure and map:

https://drive.google.com/file/d/1saimQVWcFHZRc2K_cuHUZ6vV8yKOmozX/view UDOT News:

https://www.udot.utah.gov/connect/2025/10/28/udot-finalizes-master-plan-map-for-utah-trail-network/



Morgan County

Agenda Item Request Form

All Agenda items and any back-up materials need to be submitted to the Clerk's Office by <u>Tuesday at NOON</u> in order to be on the following Tuesday's Agenda.

Documentation must be submitted with this form or the Appointment will not be scheduled until the next meeting.						
COUNCIL MEE	TING DATE:	18-Nov-25	5			
NAME: Ja	nell Walker		Associated County	Department: Asse	essor	
ADDRESS: 48	8 W Young St M	organ, UT 84050				
PHONE NUMB	BER(S):	(cell)	801-845-4000 (we	ork)		(fax)
EMAIL:			jwalker@morganco	ountyutah.gov		
		ENT (BE SPECIFIC) To	o approve a late appe o agricultural.	eal changing the c	lassification of	8 parcels owned
WILL YOUR APP	POINTMENT BE FO	R :	Discussion	Decision		Both x
TIME ALLOTMEN	NT REQUESTED:	5 min				
Land was appr	roved and had a	o have you contacted prior to recorded application to be form PT-10A for each par	e re-signed on to Gr	eenbelt in May of	2025. Have spo	oken with
Official Action R tax roll of 2025		Approve reopening the Bo	ard of Equalization t	o conduct an Asse	essor error and	omissions for
MC	DR(SAN V T Y		Mail to: Morgan PO Box 8 Morgan, Phone: 801.845. Fax: 801.829. Email: hyde@r	386 , UT 84050 .4012 .6176	utah.gov



Utah State Tax Commission

Application for Assessment and Taxation of Agricultural Land

 Farmland Assessment Act, UCA §59-2-501 to 515 Form TC-582 Rev 8/2003
 Morgan County

 Application Acres
 Total Acres
 Date
 County Recorder Use

 14.10
 14.10
 07 APR 2025
 2:33:38PM

MOUNTAIN BUILDERS INVESTMENTS I PO BOX 299 MORGAN UT 84050-0299 Ent 168629 Bk 0420 Pg 1134

Date: 12-MAY-2025 2:55:53PM Fee: \$40.00 Check Filed By: JM SHAUN ROSE, Recorder MORGAN COUNTY

For: MOUNTAIN BUILDERS INC

REC *168629*

Certification: Read certificate below and sign.

I certify: (1) The facts set forth in this application are true. (2) The agricultural land covered by this application constitutes no less than five contiguous acres exclusive of homesite and other non-agricultural acreage (See Utah Code §59-2-503 for waiver). (3) The land is currently devoted to agricultural use and has been so devoted for two successive years immediately preceding the tax year for which valuation under this act is requested. (4) The land produces in excess of 50% of the average agricultural production per acre for the given type of land and the given county or area. (5) I am fully aware of the five-year rollback tax provision which becomes effective upon a change in the use or other withdrawal of all or part of the eligible land. I understand that the rollback tax is a lien on the property until paid and that the application constitutes consent to audit and review. I understand that I must notify the county assessor of a change in land use to any non-qualifying use and that a penalty of the greater of \$10 or 2% of the rollback tax due for the last year will be imposed on failure to notify the assessor within 120 days after change in use.

Land Type	Acres
Irrigated crop land	14.10
Dry land tillable	
Wet meadow	
Grazing land	
Orchard	
Irrigated pasture	
Other (specify)	
Total	14.10

County Assessor Use		
Approved (Subject to Review) Denied	County Assessor's or Authorized Agent Signature X Danille Lones	Date 5 / 12 / 25
Parcel Number(s): 00-0093-4745, 00-0093-4748, 00-0093	-4749 00-0003 4750 00-0003 4751	

Complete Legal Description(s) of Agricultural Land

00-0093-4745 / 01-RIVERBEND-0001 - ALL OF LOT 1, RIVERBEND ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON AUGUST 16, 2024, AS ENTRY NO. 166606, IN BK 412 AT PG 1201, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 1,5608 AC / 1.56 AC, M. OR L.

00-0093-4746 / 01-RIVERBEND-0002 - ALL OF LOT 2, RIVERBEND ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON AUGUST 16, 2024, AS ENTRY NO. 166606, IN BK 412 AT PG 1201, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 1.6919 AC / 1.69 AC, M. OR L.

00-0093-4747 / 01-RIVERBEND-0003 - ALL OF LOT 3, RIVERBEND ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON AUGUST 16, 2024, AS ENTRY NO. 166606, IN BK 412 AT PG 1201, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, CONT 2,6025 AC / 2,60 AC, M, OR L.

00-0093-4748 / 01-RIVERBEND-0004 - ALL OF LOT 4, RIVERBEND ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON AUGUST 16, 2024, AS ENTRY NO. 166606, IN BK 412 AT PG 1201, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 1.9628 AC / 1.96 AC, M. OR L.

00-0093-4749 / 01-RIVERBEND-0005 - ALL OF LOT 5, RIVERBEND ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON AUGUST 16, 2024, AS ENTRY NO. 166606, IN BK 412 AT PG 1201, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, CON'T 1,9899 AC / 1,99 AC, M. OR L.

00-0093-4750 / 01-RIVERBEND-0006 - ALL OF LOT 6, RIVERBEND ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON AUGUST 16, 2024, AS ENTRY NO. 166606, IN BK 412 AT PG 1201, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 1.9446 AC / 1.95 AC, M. OR L.

00-0093-4751 / 01-RIVERBEND-0007 - ALL OF LOT 7, RIVERBEND ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON AUGUST 16, 2024, AS ENTRY NO. 166606, IN BK 412 AT PG 1201, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 2.348 AC / 2.35 AC, M. OR L.



Utah State Tax Commission

Application for Assessment and Taxation of Agricultural Land

Farmland Assessment Act, UCA §59-2-501 to 515 Form TC-582 Rev 8/2003			Morgan County	
Application Acres	Total Acres	Date	County Recorder Use	
14.10	14.10	07 APR 2025 2:33:38PM		
P	10UNTAIN BU O BOX 299 10RGAN UT 8	JILDERS INVESTMENTS I 4050-0299		
State of Utah County of Morga	} n }ss		Builders Investments Llc pefore me and executed this document.	
X Mountain Builders Invo	Paul estments Lle 301-3028		ubligSignature ve, date to the right & place seal on any blank space	5/7/202 Date



Morgan County Assessor

PERSONAL INFORMATION:	
Ownership MOUNTAIN Builder Parcel Number () 1 Mestres Total Acres 1410	00-0093-4745, 00-0193-4746, 00-0093-4747 00-0093-4748, 0093-4749, 0093-4757 00-0093-4750
FARMLAND ASSESSMEN	
Question 1: Land Type	
• Irrigated Pasture Land Acres • Irrigated Crop Land 14.10 Acres	
Question 2: Has land been devoted to agricultural immediately preceding the tax year in	
Question 3: Is property being leased? • Yes	No (Ag. Use by Owner)
◆ Formal written lease does not need to be in pusing the land agriculturally, then we need to	know who is, and what they are doing.
If yes, Lessee name: Doo's Dai (V) Lessee Signature:	Phone #: 801-829-6523
This portion must be completed by lessee if leased	l, or by Property Owner (if Ag. Use is by Owner)
Type of livestock:	Number of Animals:
Length of time grazed annually:	Dates of use (ex: May-July): Lond - Och.
s Dry Graze or Irrigated Pasture Fully Fenced:	Yield per acre:
Is gate locked? Type of crop grown: <u>Par Un</u>	Is irrigation water available for all crops?
Owner Affirms and Declares the Above Info	ormation is True and Correct.
Signature of Property Owner: Delle	gu
Property Owner Name (Please Print):	De Pace
Date: 5-5-25 Phone #: 8	01-301-3028



PT-10A

Rev. 4/24

Petitioner (print or type)	Petitioner's Represe	entative, if any (print or type)
Name Mountain Builder Investments LLC	I authorize the below-named person to discuss and share information concerning this appeal with the County Board of Equalization.	
Mailing address PO Box 299	Name	our martine doubly Board of Equalization.
PO Box 299 Morgan, UT 84050	Firm	
	Mailing address	
Daytime telephone no. 801-301-3028		
Email address deedembi Chotmail. com	Daytime telephone no.	Email address
Refer to your tax notice for the information requested in	this section	
Petitioner requests that the Board of Equalization of <u>Morgan</u>		County to hear an appeal of
the 2025 property tax assessment on the following property or	(county name) properties:	
Property Parcel/Serial Number(s): 00-0093-4745		
Property type		
☐ Single residence/Duplex/Triplex ☐ Four-plex/Apartment ☐ Other (describe)	complex	and Commercial/Industrial
from the date the county auditor mailed the notice of property valual Equalization may hear an appeal filed after the deadline for only limes R884-24P-66, available online at tax.utah.gov/research/effective/. The Board of Equalization will accept a late-filed request for review its act or failure to act, interfered with your right to notice and a heat error; or that a medical emergency, a death, or another extraordinal Equalization period and prevented you and any co-owners from filing deliver a correctly addressed tax notice is not cause for the Board of assessed real property, nor does your absence from the state, by its	nited reasons. These reason (r884-24p-066.doc.) of locally assessed real propring; or that the county's recry and unanticipated circum and an appeal by the filing defected in the second also feduralization to accept a lange.	operty if you can show that the county, by cords for the property contain a factual stance occurred during the Board of adline. Failure of the US Postal Service to the filed request for review of locally.
Choose your circumstance(s): The county did not comply with the notification requirements to m record for this property, or otherwise interfered with the property of the county do not comply with the property of the county do not consider the consideration that the county do not consider the consideration that the county do not consider the consideration that t	owner's ability to timely file th	ne appeal
Describe the county's notice failure or interference:		
Medical emergency Describe the nature of the medical emergency and the relations	hip of the individual with the	e emergency to the property owner(s):
Identify the length of the medical emergency: / / / /	yy to//////	_
Did this medical emergency require hospitalization?	□ No	
Identify the length of hospitalization:	to//	
Continued on part page	Y MM DD YY	

Death of owner of immediate family member
Name of decedent and relationship to owner(s) (if applicable): Identify the date of death: / / MM DD YY Extraordinary and unanticipated circumstance (submit copies of documentation to verify) Describe the nature of the extraordinary and unanticipated circumstance:
Identify the length of the extraordinary and unanticipated circumstance: MM DD YY To MM DD YY
Additional Owner(s)
Are there individuals or entities in addition to you who are joint owners or co-owners of this property?
If "Yes", list the additional owner's name:
List why the additional owner(s) were unable to file the appeal by the statutory deadline:
If there are more than two owners of the property, supply their names and reason for inability to timely file on additional paper.
Provide any further details to explain your circumstances (if applicable)
☐ I understand that I must show that I meet the requirements of R884-24P-66, and I have attached copies of all documents supporting my request.
Name (print) Petitioner's signature A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; demonstrated by clear and convincing evidence; and the existence of which is recognized by the taxpayer and the county assessor.
Send documents to your local County Auditor. Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county.
For help with this form contact your local County Auditor.

PT-10A

Rev. 4/24

Petitioner (print or type)	Petitioner's Representative, if any (print or type)		
Name Mountain Builder Investments LLC		med person to discuss and share informa- eal with the County Board of Equalization.	
Mailing address	Name		
PO BOX 299	Firm		
PO BOX 299 Morgan, UT 8405D	Mailing address		
S .	Walling address		
Daytime telephone no. 801-301-3028			
Email address deldembi @hotmail.com	Daytime telephone no.	Email address	
Refer to your tax notice for the information requested in	this section		
Petitioner requests that the Board of Equalization of <u>Morgan</u>	(county name)	County to hear an appeal of	
the 2025 property tax assessment on the following property or (tax year)	properties:		
Property Parcel/Serial Number(s): 00-0093-4746			
Property type ☐ Single residence/Duplex/Triplex ☐ Four-plex/Apartment ☐ Greenbelt ☐ Other (describe)	complex	and Commercial/Industrial	
Equalization may hear an appeal filed after the deadline for only line R884-24P-66, available online at tax.utah.gov/research/effective. The Board of Equalization will accept a late-filed request for review ts act or failure to act, interfered with your right to notice and a hear error; or that a medical emergency, a death, or another extraordina Equalization period and prevented you and any co-owners from filing deliver a correctly addressed tax notice is not cause for the Board cassessed real property, nor does your absence from the state, by its	/r884-24p-066.doc. of locally assessed real properties, or that the county's record and unanticipated circuming an appeal by the filing depose Equalization to accept a later.	perty if you can show that the county, by cords for the property contain a factual stance occurred during the Board of adline. Failure of the US Postal Service to ate filed request for review of locally	
Choose your circumstance(s): ☐ The county did not comply with the notification requirements to me record for this property, or otherwise interfered with the property Describe the county's notice failure or interference:	owner's ability to timely file th	ne appeal	
besome the county's notice failure of interference.			
Medical emergency Describe the nature of the medical emergency and the relation	ship of the individual with the	e emergency to the property owner(s):	
Identify the length of the medical emergency: / /	to///		
Did this medical emergency require hospitalization?	s 🗆 No		
MM DD	YY to MM DD YY		
Continued on next page			

Death of owner of immediate family member Name of decedent and relationship to owner(s) (if applicable):	
Identify the date of death: / / / MM DD YY Extraordinary and unanticipated circumstance (submit copies of documentation to verify) Describe the nature of the extraordinary and unanticipated circumstance:	
Identify the length of the extraordinary and unanticipated circumstance: MM DD	
Additional Owner(s)	
Are there individuals or entities in addition to you who are joint owners or co-owners of this prope	erty? 🗆 Yes 🗆 No
If "Yes", list the additional owner's name:	
List why the additional owner(s) were unable to file the appeal by the statutory deadline:	
If there are more than two owners of the property, supply their names and reason for inability	y to timely file on additional paper.
Provide any further details to explain your circumstances (if applicable)	
☐ I understand that I must show that I meet the requirements of R884-24P-66, and I have a my request. Name (print) Petitioner's signature	attached copies of all documents supporting Date signed
DeeDe Pace De Pace	11-13-25
*A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or evidence; and the existence of which is recognized by the taxpayer and the county assessor.	judgment; demonstrated by clear and convincing

Send documents to your local County Auditor.

Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county.



PT-10A Rev. 4/24

Petitioner (print or type)	Petitioner's Represe	entative, if any (print or type)
Mountain Builder Investments LLC	I authorize the below-na	amed person to discuss and share informated with the County Board of Equalization.
Mailing address	Name	y - said of Equalization.
POBOX 299 Morgan, ut 84050	Firm	
Morgan, at 8405°	1711111	
	Mailing address	
Daytime telephone no.		
801-301-3028		
Email address decdembi @ hotmail.com	Daytime telephone no.	Email address
Refer to your tax notice for the information requested	in this section	
Petitioner requests that the Board of Equalization ofMorga	an	County to hear an appeal of
the $\frac{2025}{\text{(tax year)}}$ property tax assessment on the following property	(county name) or properties:	Gounty to near an appear of
Property Parcel/Serial Number(s): 00-0093-4747	, in the second	
Property type		
☐ Single residence/Duplex/Triplex ☐ Four-plex/Apartme ☐ Greenbelt ☐ Other (describe)_	ent complex	and Commercial/Industrial
equalization may hear an appeal filed after the deadline for only as 884-24P-66, available online at tax.utah.gov/research/effection he Board of Equalization will accept a late-filed request for reviews act or failure to act, interfered with your right to notice and a horror; or that a medical emergency, a death, or another extraording qualization period and prevented you and any co-owners from feliver a correctly addressed tax notice is not cause for the Board seeds and property, nor does your absence from the state, by	ew of locally assessed real pro earing; or that the county's rec nary and unanticipated circum illing an appeal by the filing de	pperty if you can show that the county, by cords for the property contain a factual stance occurred during the Board of adline. Failure of the US Postal Service to
noose your circumstance(s):		
☐ The county did not comply with the notification requirements to record for this property, or otherwise interfered with the propert	mail the notice of property valu y owner's ability to timely file th	uation and tax change to the address of e appeal
Describe the county's notice failure or interference:		
Medical emergency Describe the nature of the medical emergency and the relation	nship of the individual with the	emergency to the property owner(s):
Identify the length of the medical emergency://	to /	
MM DD	YY MM DD YY	
Did this medical emergency require hospitalization?	es 🗆 No	
MM DD	to///	
Continued on next page	WIN DD YY	

Death of owner of immediate family member Name of decedent and relationship to owner(s) (if	applicable):	
Identify the date of death: MM DD YY Extraordinary and unanticipated circumstance (subrobescribe the nature of the extraordinary and unanticipated circumstance)		
Identify the length of the extraordinary and unantic Factual error in the county's records (select all that A mistake in the description of the size, use, or A clerical or typographical error in reporting or e An error in classification of your property that is e An error in the classification of your property that Other similar circumstance*	MM DD t apply): ownership of your property entering the data used to establish valueligible for property tax relief	
Additional Owner(s)		
Are there individuals or entities in addition to you who are	ioint owners or co-owners of this proper	v?
If "Yes", list the additional owner's name:	Company Assertation and Company and Company of States and Company	* 10 100 1000 1000 1000 1000 1000 1000
List why the additional owner(s) were unable to file the	appeal by the statutory deadline:	
If there are more than two owners of the property, supp	oly their names and reason for inability	to timely file on additional paper.
Provide any further details to explain your circumstances	(if applicable)	
☐ I understand that I must show that I meet the requiremy request.		
Name (print)	Petitioner's signature	Date signed
*A factual error means an error that is objectively verifiable wit	thout the exercise of discretion, opinion, or i	
evidence; and the existence of which is recognized by the taxp	payer and the county assessor.	

Send documents to your local County Auditor.
Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county.



Petitioner (print or type)	Petitioner's Representative, if any (print or type)		
Name Mountain Builder Investments LLC	I authorize the below-named person to discuss and share information concerning this appeal with the County Board of Equalization.		
Mailing address	Name		
PO Box 299 Morgan, UT 84050	Firm		
110000 UT 84050	1 1111		
· ·	Mailing address		
Daytime telephone no. 801-301-3028	B. C. Harbara	Email address	
Email address deedembie hotmail.com	Daytime telephone no.	Email address	
Refer to your tax notice for the information requested in	this section	County to hear an appeal of	
Petitioner requests that the Board of Equalization of Morgan	(county name)	County to near an appear of	
the 2025 property tax assessment on the following property or	properties:		
Property Parcel/Serial Number(s): 00-0093-4748			
Property type ☐ Single residence/Duplex/Triplex ☐ Greenbelt ☐ Other (describe) ☐ The Board of Equalization is open to hear property tax appeals for			
from the date the county auditor mailed the notice of property valuated and the county auditor mailed the notice of property valuated at the county auditor mailed the notice of property valuated at the county auditor mailed the notice of property valuated at the county and th	nited reasons. These reasons of the second o	roperty if you can show that the county, by ecords for the property contain a factual enstance occurred during the Board of leadline. Failure of the US Postal Service to late filed request for review of locally	
Choose your circumstance(s): ☐ The county did not comply with the notification requirements to not record for this property, or otherwise interfered with the property. Describe the county's notice failure or interference:	owner's ability to timely file	the appeal	
Medical emergency Describe the nature of the medical emergency and the relation	nship of the individual with t	the emergency to the property owner(s):	
Identify the length of the medical emergency://	to//		
MM DD	YY MM DD	YY	
Did this medical emergency require hospitalization?	′es ∐ No		
Identify the length of hospitalization: //	to///	<u>'Y</u>	

Death of owner of immediate family member Name of decedent and relationship to owner(s) (if applicable):	
Identify the date of death: / / MM DD YY Extraordinary and unanticipated circumstance (submit copies of documentation to verify) Describe the nature of the extraordinary and unanticipated circumstance:	_
Identify the length of the extraordinary and unanticipated circumstance: MM DD YY MM DD YY	
Additional Owner(s) Are there individuals or entities in addition to you who are joint owners or co-owners of this property? Yes No f "Yes", list the additional owner's name: List why the additional owner(s) were unable to file the appeal by the statutory deadline:	-
f there are more than two owners of the property, supply their names and reason for inability to timely file on additional paper.	
Provide any further details to explain your circumstances (if applicable)	
☐ I understand that I must show that I meet the requirements of R884-24P-66, and I have attached copies of all documents supporting my request.	ing
Petitioner's signature Det De Pace Date signed 11-13-25	
A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; demonstrated by clear and convince vidence; and the existence of which is recognized by the taxpayer and the county assessor.	ing

Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county.



PT-10A Rev. 4/24

Petitioner (print or type)	Petitioner's Representative, if any (print or type)					
Name Mountain Builder Investments LLC	I authorize the below-named person to discuss and share information concerning this appeal with the County Board of Equalization.					
Mailing address	Name					
PO 130× 299	Firm					
POBOX 299 Morgan, UT 84050	1 11111					
	Mailing address					
Daytime telephone no. 801-301-3028						
Email address deedembi@hotmail.com	Daytime telephone no.	Email address				
Refer to your tax notice for the information requested in	his section					
Petitioner requests that the Board of Equalization of Morgan	(county name)	County to hear an appeal of				
the 2025 property tax assessment on the following property or p	roperties:					
Property Parcel/Serial Number(s): 00-0093-4749						
Property type	_					
☐ Single residence/Duplex/Triplex ☐ Four-plex/Apartment of ☐ Greenbelt ☐ Other (describe)	omplex	and Commercial/Industrial				
from the date the county auditor mailed the notice of property valuat Equalization may hear an appeal filed after the deadline for only limit R884-24P-66, available online at tax.utah.gov/research/effective/r. The Board of Equalization will accept a late-filed request for review of failure to act, interfered with your right to notice and a heari error; or that a medical emergency, a death, or another extraordinary Equalization period and prevented you and any co-owners from filing deliver a correctly addressed tax notice is not cause for the Board of assessed real property, nor does your absence from the state, by its	ted reasons. These reasons 884-24p-066.doc. If locally assessed real prong; or that the county's revenue and unanticipated circums an appeal by the filing decented as Equalization to accept a legislation.	operty if you can show that the county, by cords for the property contain a factual instance occurred during the Board of eadline. Failure of the US Postal Service to ate filed request for review of locally				
Choose your circumstance(s): The county did not comply with the notification requirements to ma record for this property, or otherwise interfered with the property of Describe the county's notice failure or interference:	il the notice of property va vner's ability to timely file t	luation and tax change to the address of he appeal				
Medical emergency Describe the nature of the medical emergency and the relationsh	nip of the individual with th	e emergency to the property owner(s):				
	to/////	,				
Did this medical emergency require hospitalization?	□ No					
Identify the length of hospitalization: MM DD Y	to///					
Continued on next page						

☐ Death of owner of immediate family member Name of decedent and relationship to owner(s) (Manager to the N	
Identify the date of death: / / / MM DD	bmit copies of documentation to verify)	
Identify the length of the extraordinary and unantify Factual error in the county's records (select all that A mistake in the description of the size, use, of A clerical or typographical error in reporting or An error in classification of your property that is An error in the classification of your property the Other similar circumstance*	at apply): or ownership of your property r entering the data used to establish valu eligible for property tax relief	ation or equalization
Additional Owner(s)		
Are there individuals or entities in addition to you who are	e joint owners or co-owners of this propert	y? ☐ Yes ☐ No
If "Yes", list the additional owner's name:		
List why the additional owner(s) were unable to file the	e appeal by the statutory deadline:	
If there are more than two owners of the property, sup	pply their names and reason for inability t	to timely file on additional paper
Provide any further details to explain your circumstances		
☐ I understand that I must show that I meet the requiremy request. Name (print)	rements of R884-24P-66, and I have atta	ached copies of all documents supporting Date signed
Jeeve face	Charles Elle	11-13-25
*A factual error means an error that is objectively verifiable wi evidence; and the existence of which is recognized by the tax Send documents to your local County Auditor. Upon receipt of this form, the County Auditor will notify will issue an order based on your submissions and the	payer and the county assessor. the Board of Equalization of your reques	

ue an order based on your submissions and those from the county.



PT-10A Rev. 4/24

Petitioner (print or type)	Petitioner's Represe	ntative, if any (print or type)
Name Mountain Builder Investments LLC	med person to discuss and share informa- eal with the County Board of Equalization.	
Mailing address	Name	
PO BOX 299	Firm	
DO BOX 299 Morgan, UT 84050	Mailing address	
Ÿ	0	
Daytime telephone no. 801-301-3098		
Email address deedembi Chotmail. com	Daytime telephone no.	Email address
Refer to your tax notice for the information requested in		
Petitioner requests that the Board of Equalization ofMorgan	(county name)	County to hear an appeal of
the 2025 property tax assessment on the following property or	r properties:	
Property Parcel/Serial Number(s):00-0093-4750		
Property type ☐ Single residence/Duplex/Triplex ☐ Greenbelt ☐ Other (describe)	t complex	and Commercial/Industrial
R884-24P-66, available online at tax.utah.gov/research/effective. The Board of Equalization will accept a late-filed request for review its act or failure to act, interfered with your right to notice and a he error; or that a medical emergency, a death, or another extraordinate Equalization period and prevented you and any co-owners from fill deliver a correctly addressed tax notice is not cause for the Board assessed real property, nor does your absence from the state, by	w of locally assessed real pro aring; or that the county's red ary and unanticipated circum ing an appeal by the filing de of Equalization to accept a l	cords for the property contain a factual istance occurred during the Board of eadline. Failure of the US Postal Service to ate filed request for review of locally
Choose your circumstance(s):		
☐ The county did not comply with the notification requirements to record for this property, or otherwise interfered with the property		
Describe the county's notice failure or interference:		
Medical emergency Describe the nature of the medical emergency and the relation	nship of the individual with th	e emergency to the property owner(s):
Identify the length of the medical emergency://	to///	•
Did this medical emergency require hospitalization?	es 🗆 No	
Identify the length of hospitalization: //	to///	-
Continued on next page	5000000 0 00	

Death of owner of immediate family member Name of decedent and relationship to owner(s) (if applicable):	
Identify the date of death: / / MM DD YY Extraordinary and unanticipated circumstance (submit copies of documentation to verify) Describe the nature of the extraordinary and unanticipated circumstance:	
Identify the length of the extraordinary and unanticipated circumstance: MM DD YY MM DD	
Additional Owner(s)	
Are there individuals or entities in addition to you who are joint owners or co-owners of this property?	0
If "Yes", list the additional owner's name:	X
List why the additional owner(s) were unable to file the appeal by the statutory deadline:	
If there are more than two owners of the property, supply their names and reason for inability to timely file on addit	tional paper.
Provide any further details to explain your circumstances (if applicable)	
☐ I understand that I must show that I meet the requirements of R884-24P-66, and I have attached copies of all d my request.	locuments supporting
Name (print) Petitioner's signature	Date signed
*A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; demonstrated	thy clear and convincing
evidence; and the existence of which is recognized by the taxpayer and the county assessor.	Thy clear and convincing

Send documents to your local County Auditor.

Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county.



Petitioner (print or type)	Petitioner's Represe	ntative, if any (print or type)
Name Mountain Builder Investments LLC	I authorize the below-na tion concerning this app	med person to discuss and share informa- eal with the County Board of Equalization.
Mailing address	Name	
PO Box 299 Morgan, UT 84050	Firm	
11 DOWN INT 84050	Fillin	
acoigan, a (b.	Mailing address	
Daytime telephone no. 801-301-3028		
Email address deedembie hotmail. com	Daytime telephone no.	Email address
oceae wishe worman. Com	this section	
Refer to your tax notice for the information requested in Petitioner requests that the Board of Equalization ofMorgan	this section	County to hear an appeal of
	(county name)	,
the 2025 property tax assessment on the following property or	properties.	
Property Parcel/Serial Number(s): 00-0093-4751		
Property type		
☐ Single residence/Duplex/Triplex ☐ Four-plex/Apartment☐ Greenbelt ☐ Other (describe)	complex	land Commercial/Industrial
from the date the county auditor mailed the notice of property value Equalization may hear an appeal filed after the deadline for only lir R884-24P-66, available online at tax.utah.gov/research/effective. The Board of Equalization will accept a late-filed request for review its act or failure to act, interfered with your right to notice and a hear error; or that a medical emergency, a death, or another extraordinate Equalization period and prevented you and any co-owners from fillideliver a correctly addressed tax notice is not cause for the Board assessed real property, nor does your absence from the state, by	mited reasons. These reasons frame reasons frame reasons frame reasons frame reasons from the reasons frame reasons from the frame reasons frame reasons from the reasons frame reasons	roperty if you can show that the county, by ecords for the property contain a factual enstance occurred during the Board of eadline. Failure of the US Postal Service to late filed request for review of locally
Choose your circumstance(s):		duration and toy abango to the address of
The county did not comply with the notification requirements to record for this property, or otherwise interfered with the property	owner's ability to timely file	the appeal
Describe the county's notice failure or interference:		
	`	
Describe the nature of the medical emergency and the relation	nship of the individual with t	he emergency to the property owner(s):
Identify the length of the medical emergency://	to///	Y
Did this medical emergency require hospitalization?	es 🗆 No	
Identify the length of hospitalization:	to///	Y
Continued on next page	1550000	

Death of owner of immediate family member Name of decedent and relationship to owner(s) (if applicable):
Identify the date of death: / / / MM DD YY Extraordinary and unanticipated circumstance (submit copies of documentation to verify) Describe the nature of the extraordinary and unanticipated circumstance:
Identify the length of the extraordinary and unanticipated circumstance: MM DD YY The county of the extraordinary and unanticipated circumstance: MM DD YY
Additional Owner(s) Are there individuals or entities in addition to you who are joint owners or co-owners of this property? Yes No If "Yes", list the additional owner's name: List why the additional owner(s) were unable to file the appeal by the statutory deadline:
If there are more than two owners of the property, supply their names and reason for inability to timely file on additional paper. Provide any further details to explain your circumstances (if applicable)
☐ I understand that I must show that I meet the requirements of R884-24P-66, and I have attached copies of all documents supporting my request.
Name (print) Petitioner's signature A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; demonstrated by clear and convincing evidence; and the existence of which is recognized by the taxpayer and the county assessor.
Send documents to your local County Auditor. Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county. For help with this form contact your local County Auditor.



PT-10A

Rev. 4/24

Petitioner (print or type)	Date				
Nama	Petitioner's Representative, if any (print or type) I authorize the below-named person to discuss and share informa-				
Jameson Whiting	tion concerning this appeal with the County Board of Equalization.				
Mailing address	Name				
5975 N 5000 W	Firm				
mo-jan, UT 84050	Mailing address				
Daytime telephone no. 901 - 721 - 7631					
Email address. Jameson. Whiting i egmail.com	Daytime telephone no. Email address				
Refer to your tax notice for the information requested in t	this section				
Petitioner requests that the Board of Equalization of	(county name) County to hear an appeal of				
the 2025 property tax assessment on the following property or p	roperties:				
Property ParceVSerial Number(s): 00 - 0013 - 0	0152 / 09-ROAMTWNZ-0234				
Property type					
☐ Single residence/Duplex/Triplex ☐ Four-plex/Apartment c☐ Greenbelt ☐ Other (describe)	complex				
property tax assessments during the Board of Equalization period, we from the date the county auditor mailed the notice of property valuate Equalization may hear an appeal filed after the deadline for only limit R884-24P-66, available online at tax.utah.gov/research/effective/re. The Board of Equalization will accept a late-filed request for review of its act or failure to act, interfered with your right to notice and a hear error; or that a medical emergency, a death, or another extraordinary Equalization period and prevented you and any co-owners from filing deliver a correctly addressed tax notice is not cause for the Board of assessed real property, nor does your absence from the state, by its	ion and tax changes (see Utah Code §59-2-1004). The Board of led reasons. These reasons are explained in Utah Admin. Code 884-24p-066.doc. If locally assessed real property if you can show that the county, by ang, or that the county's records for the property contain a factual v and unanticipated circumstance occurred during the Board of an appeal by the filing deadline. Failure of the US Postal Service to Equalization to accept a late filed request for review of localiv				
Choose your circumstance(s): The county did not comply with the notification requirements to ma record for this property, or otherwise interfered with the property or	il the notice of property valuation and tax change to the address of wner's ability to timely file the appeal				
-	attached Statement - Section 1				
Medical emergency Describe the nature of the medical emergency and the relationship					
Identify the length of the medical emergency:////	to//				
Did this medical emergency require hospitalization?	□ No				
Identify the length of hospitalization://	to / /				
Continued on next page					

Death of owner of immediate family member Name of decedent and relationship to owner(s) (if applicable):	
Identify the date of death://	
MM DD YY Extraordinary and unanticipated circumstance (submit copies of documentation to verify) Describe the nature of the extraordinary and unanticipated circumstance:	Dis. 24. (2.1) 18. (2.1)
Identify the length of the extraordinary and unanticipated circumstance:/ to to	MM DD YY
☐ Factual error in the county's records (select all that apply):	
A mistake in the description of the size, use, or ownership of your property	
 ☐ An error in classification of your property that is eligible for property tax relief ☐ An error in the classification of your property that is eligible for a property tax exemption, includir ☐ Other similar circumstance* 	ng the residential exemption
Additional Owner(s)	
Are there individuals or entities in addition to you who are joint owners or co-owners of this property?	Yes No
If "Yes", list the additional owner's name:	Section 140 A-25
List why the additional owner(s) were unable to file the appeal by the statutory deadline: If there are more than two owners of the property, supply their names and reason for inability to timely fit.	le on additional paper.
Provide any further details to explain your circumstances (if applicable)	
See attached statement - Section 2: Fact	rual Error and
Requested Relief	
☑ I understand that I must show that I meet the requirements of R884-24P-66, and I have attached copmy request.	pies of all documents supporting
Name (print) Petitioner's signature Jameson W1.+.13 A tactual error means an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; de	Date signed 1 2025
*A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or udgment; de evidence; and the existence of which is recognized by the taxpayer and the county assessor.	emonstrated by clear and convincing

Send documents to your local County Auditor.
Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county.



PT-10A

Rev. 4/24 tax.utah.gov

Dottiener (print or tree)							
Petitioner (print or type) Name	Petitioner's Representative, if any (print or type)						
CHAD PETERSON	I authorize the below-named person to discuss and share information concerning this appeal with the County Board of Equalization.						
Mailing address 1776 S HWY 66	Name						
MORGAN UT 84050	Firm						
	Mailing address						
Daytime telephone no. 801-791-2090							
Email address sunwestconst@gmail.com	Daytime telephone no. Email address						
Refer to your tax notice for the information requested I	n this section						
Petitioner requests that the Board of Equalization of MORGAN	County to hear an appeal of						
the 2025 property tax assessment on the following property of tax year)	(county name)						
Property Parcel/Serial Number(s): 00-0086-2705							
Property type							
☑ Single residence/Duplex/Triplex ☐ Four-plex/Apartmer ☐ Other (describe)	nt complex						
property tax assessments during the Board of Equalization period from the date the county auditor mailed the notice of property value Equalization may hear an appeal filed after the deadline for only linguistry R884-24P-66, available online at tax.utah.gov/research/effective. The Board of Equalization will accept a late-filed request for review.	W of locally assessed real amounts if you can about that the county by						
es act or failure to act, interfered with your right to notice and a he error; or that a medical emergency, a death, or another extraordin Equalization period and prevented you and any co-owners from file deliver a correctly addressed tax notice is not cause for the Board	aring; or that the county's records for the property contain a factual ary and unanticipated circumstance occurred during the Board of ling an appeal by the filing deadline. Failure of the US Postal Service to of Equalization to accept a late filed request for review of locally itself, constitute an extraordinary and unanticipated circumstance.						
Choose your circumstance(s):	mail the notice of property valuation and tay change to the address of						
	ir received notice due to Dost office						
returned to sender							
☐ Medical emergency							
Describe the nature of the medical emergency and the relation	nship of the individual with the emergency to the property owner(s):						
Identify the length of the medical emergency://	to//						
Did this medical emergency require hospitalization?	es 🗆 No						
Identify the length of hospitalization: // MM DD	YY to MM DD YY						

Death of owner of immediate family member Name of decedent and relationship to owner(s)	(if applicable):	
Identify the date of death: /	-	
☐ Extraordinary and unanticipated circumstance (s Describe the nature of the extraordinary and un	submit copies of documentation to verify) nanticipated circumstance:	
Identify the length of the extraordinary and unar	MM DD YY	to//
☐ Factual error in the county's records (select all t☐ A mistake in the description of the size, use,☐ A clerical or typographical error in reporting ☐ An error in classification of your property that☐ An error in the classification of your property☐ Other similar circumstance*	or ownership of your property or entering the data used to establish valuation is eligible for property tax relief	
Additional Owner(s) Are there individuals or entities in addition to you who a lif "Yes", list the additional owner's name: C & M Pl List why the additional owner(s) were unable to file to	ETERSON FARMS LLC	
If there are more than two owners of the property, su	upply their names and reason for inability to tin	nely file on additional paper.
Provide any further details to explain your circumstance		
I understand that I must show that I meet the request.	uirements of R884-24P-66, and I have attached	d copies of all documents supporting
Name (print) CHAD PETERSON	Petitioner's signature	Date signed 11/05/2025
*A factual error means an error that is objectively verifiable evidence; and the existence of which is recognized by the ta	without the exercise of discretion, opinion, or judgme expayer and the county assessor.	ent; demonstrated by clear and convincing

Send documents to your local County Auditor.

Upon receipt of this form, the County Auditor will notify the Board of Equalization of your request, after which the Board of Equalization will issue an order based on your submissions and those from the county.

Board of Equaliz	ation 2025													
Parcel	Serial	Tax Roll Name	District	Old Code	New Code	Old Market	New Market	Old Taxable	New Taxable	Market Difference	Taxable Difference	Reason for Chang	e	10 10 W
00-0000-3937	01-003-032-03	Carlson Donald R	1	BA01	BA01	902	911	902	911	9	BUILDING AND STREET OF STREET	Value Change		Algura
				1500				WITCH SERVICE	Barrier Street					
00-0000-3937	01-003-032-03	Carlson Donald R	1	BR01	BR01	464283	420309	255356	231170	-43974	-24186			all Y
									Total	-43965	-24177			2000
00-0001-4231	01-004-130-06	Chard M Susana		BR01	BR01	403169	294459	221743	161952	-108710	-59791	Value Change		
00-0002-3398	01-004-634	Tonks Family Ranch Llc		LG01	LG01	736800	453840	1988	1658	-282960	-330	Greenbelt Value (Change	
00-0005-3015	01-003-033-06	Bateman Brad	_	BR01	BR01	499103	306470	274507	168559	-192633	-105948	Value Change		
00-0060-6069	01-SUMR1-0045	Sherrie Jensen Revocable Trust	1	BS01	BS01	1387704	1031154	1387704	1031154	-356550	-356550	Value Change	47/6	
00-0072-4119	01-004-396-02	Macarthur Joel William	1		BR01	0	658007	0	361904	658007	361904	PRE		
00-0072-4119	01-004-396-02	Macarthur Joel William	1		LR01	0	233280	0	128304	233280	128304			
00-0072-4119	01-004-396-02	Macarthur Joel William	1	BS01		658007	0	658007	0	-658007	-658007			
00-0072-4119	01-004-396-02	Macarthur Joel William	1	LS01		233280	0	233280	0	-233280	-233280			
									Total	0	-401079			
00-0075-0216	01-HIDH-0032	Curtis Michael Anthony	1		BR01	0	2061831	0	1134007	2061831	1134007	PRE		
00-0075-0216	01-HIDH-0032	Curtis Michael Anthony	1		LR01	0	350000	0		350000	192500			
00-0075-0216	01-HIDH-0032	Curtis Michael Anthony	1	BS01	THE PROPERTY.	2061831	0		0	-2061831	-2061831		1000	-
00-0075-0216	01-HIDH-0032	Curtis Michael Anthony		LS05		350000	0		0	-350000	-350000	Electric Park		1
HOLES TO THE			In the				West to		Total	0	-1085324			
00-0075-0220	01-HIDH-0036	Menlove Justin	1		BR01	0	1056185	0		1056185	580902	PRF		
00-0075-0220	01-HIDH-0036	Menlove Justin	1	BS01		735711	0	735711	0	-735711	-735711			
00-0075-0220	01-HIDH-0036	Menlove Justin	1		LR01	0	350000	0	192500	350000	192500			
	01-HIDH-0036	Menlove Justin	1	LS05	Litoz	350000	000000	350000	0	-350000	-350000			
00 0070 0220	02 111511 0000	ricino regacini	-	2000		000000	0	000000	Total	320474	-312309			
00-0093-4250	01-004-465-02-01	Hollow Front Llc	1	William I	LG01	0	217000	0		217000		Greenbelt Value (Change	No. of Lot
00-0093-4250	01-004-465-02-01	Hollow Front Lic		LS01	LOUI	217000	0		The second second	-217000	-217000	Greenbett value (mange	
00-0033-4230	01-004-405-02-01	THORIOW FIGHT EIC	-	1301		217000	U	217000	Total	-217000	-216547			
00-0003-5202	03-HA1-0009	Boyle Joseph	2	BS01		496621	0	496621				DDC		
00-0003-5202	03-HA1-0009		3	D301	BR01	490021	496621	490021	070440	-496621	-496621	PRE		4
00-0003-5202	03-HA1-0009	Boyle Joseph	-	LS05	DKOT	,	496621	014500	273142	496621	273142			10000
00-0003-5202	03-HA1-0009	Boyle Joseph	3	LS05	1.004	214500	044500	214500	147075	-214500	-214500			
00-0003-5202	03-HA1-0009	Boyle Joseph	3		LR01	0	214500	0	117975	214500	117975			
00.0000.0440	00 1110 0100				0.004				Total	0	-320004			
	03-HA3-0139	Barnes Richard L	3	2004	BR01	0	401754	0		401754		Renting Basemen		
00-0003-6143	03-HA3-0139	Barnes Richard L		BS01		401754	0	102101	0	-401754		Non primary com	bined	
00-0003-6143	03-HA3-0139	Barnes Richard L	3		LR01	0	214500	0	117975	214500	117975			
	03-HA3-0139	Barnes Richard L		LS05		214500	0	214500	0	-214500	-214500			338
	03-HA3-0139	Barnes Richard L	3			0	0		0	0	0			
00-0003-6143	03-HA3-0139	Barnes Richard L	3	The market		0	0			0	0			Mark Sale
	03-HA3-0139	Barnes Richard L	3		BS01	0	200877	0		200877	200877			(010 p.)
00-0003-6143	03-HA3-0139	Barnes Richard L	3	BR01	BR01	401754	200877	220965		-200877	-110483			SHAG
									Total	0	-186920			
00-0067-9408	03-WOODH-0011	Witt Rachel K		BR01	BR01	939958	739822	516977	406902	-200136	-110075	Value Change		THE REAL PROPERTY.
00-0073-6503	03-COHILL-0093	Weston Christopher B		BR01	BR01	1267163	1091692	696940	600431	-175471	-96509	Value Change		
00-0083-3738	03-SRID-4077	Hatch Taylor		BS01		939044	0	939044	0	-939044	-939044	PRE		
00-0083-3738	03-SRID-4077	Hatch Taylor	3	LS05		261910	0	261910	0	-261910	-261910			
00-0083-3738	03-SRID-4077	Hatch Taylor	3		BR01	0	1219538	0	670746	1219538	670746			and the same of
00-0083-3738	03-SRID-4077	Hatch Taylor	3		LR01	0	261910	0	144051	261910	144051			
Walter Bridge				English to		ALC: NAME OF THE OWNER,			Total	280494	-386157		ALC: N	OI L
00-0085-5208	03-005-108-11	Ridge At Cottonwoods Lc	3	LG01	LG01	2563110	1918449	8782	8781	-644661	-1	Greenbelt Value (Change	101/13
00-0092-5191	03-SFLCON-0003-A	Schultz Edward C	3	LS01	Decome 110	5760	0	5760	0	-5760	-5760	Commercial Cha	nge	THE REAL PROPERTY.
00-0092-5191	03-SFLCON-0003-A	Schultz Edward C	3	BC11		239530	0	239530	0	-239530	-239530		ASSESSMENT VICTORIA	

00-0092-5191	03-SFLCON-0003-A	Schultz Edward C	2	LC01		168640	0	168640	l ol	-168640	-168640		DATE NELSON	
		Schultz Edward C	3		BC11	100040	150600	0	Ü	150600	150600			
		Schultz Edward C	3		LC01	0	168640	0	20000	168640	168640			
		Schultz Edward C	3		LS01	0	5760	0		5760	5760		A CONTRACTOR	
00-0092-3191	03-31 ECON-0003-A	Schutz Edward C	3		1301	U	3760		Total	-88930	-88930			
00-0003-9774	04-130	Durrant Jason P	1	BR01	BR01	555421	521281	305482	286705	-34140		Value Chang	do	
The state of the s	04-RC1-0008	Zinn David	4	BS01	DNUI	263765	0	263765	200703	-263765	-263765		ge	
		Zinn David	4	LS05		101400	0	101400	0	-101400	-101400	FNE		
	04-RC1-0008	Zinn David	4		BR01	0	263765	0		263765	145071			
	04-RC1-0008	Zinn David	4		LR01	0	101400	0		101400	55770			
00-0037-1493	04-NC1-0008	Zillii David	-4		LNUI	U	101400		Total	101400	-164324			
00-0063-1218	04-FOXPT1-0015	Ward And Lee Anne Clark Living Tr	1	BS01	BS01	526212	436274	526212	436274	-89938	The second secon	Value Chang	do.	
	04-DEERH1-0013	Eileen P Johnson Supplemental Ne		BR01	BR01	566904	441088	311797	242598	-125816		Value Chang		
		Skinner Marvin			BR01	461782	401274	253980	220701	-60508		Value Chang		
		Meeks Family Livng Trust 6/19/202		DUOT	BR01	401702	746362	255560		746362	410499		ge	
		Meeks Family Living Trust 6/19/202		BS01	DNU1	746362	740302		0	-746362	-746362	PRE		
		Meeks Family Living Trust 6/19/202		LS05		253197	0		0	-253197	-253197			
	06-MRIDG4-0410			L305	1001				-					
00-0087-5681	06-MRIDG4-0410	Meeks Family Livng Trust 6/19/202	4		LR01	0	253197	0		253197	139258			
00 0007 5007	00 MDIDO4 0440	Child Ashles Ass	4		nnos		745740		Total	0	-449802	205		
	06-MRIDG4-0416	Child Ashlee Ann		DCO4	BR01	0	715740	0		715740	393657	PRE		
	06-MRIDG4-0416	Child Ashlee Ann		BS01	1.004	715740	0	715740		-715740	-715740			
	06-MRIDG4-0416	Child Ashlee Ann	4	1004	LR01	0	221553	0		221553	121854			
	06-MRIDG4-0416	Child Ashlee Ann		LS01		15530	0			-15530	-15530			
	06-MRIDG4-0416	Child Ashlee Ann		LS05		206023	0		0	-206023	-206023			
	06-MRIDG4-0416	Child Ashlee Ann		BR01	BR01	715740	357870	393657	196829	-357870	-196828			
00-0087-5687	06-MRIDG4-0416	Child Ashlee Ann	4		BS01	0	357870	0	357870	357870	357870			
								BARRELL .	Total	0	-260740	SELECTION OF THE PERSON OF THE	B 5 7 7 6	
	04-PHRUN1-0002	Mcdaniel Alec		BR01	BR01	1084597	963022	596528	529662	-121575		Value Chan	ge	11.2
00-0087-7653	04-PHRUN1-0002	Mcdaniel Alec	4	BR01	BR01	963022	755977	529662	415787	-207045	-113875			
									Total	-328620	-180741			
	04-PHRUN1-0011	George lan			BR01	798201	763088	439011	419698	-35113		Value Chan	ge	108318
	04-RIVSTONE1-0021	Mikesell Laci Cameron		BS01		269934	0	269934	0	-269934	-269934	PRE		
	04-RIVSTONE1-0021	Mikesell Laci Cameron		LS05		90000	0	90000	0	-90000	-90000			
	04-RIVSTONE1-0021	Mikesell Laci Cameron	4		BR01	0	269934	0		269934	148464			
00-0088-1381	04-RIVSTONE1-0021	Mikesell Laci Cameron	4		LR01	0	90000	0	10000	90000	49500			
									Total	0	-161970			
110000000000000000000000000000000000000	04-PHRUN2-0039	Christensen David H		BS01		696907	0		0	-696907	-696907	PRE		
	04-PHRUN2-0039	Christensen David H		LS01		197250	0		0	-197250	-197250	Desiration of the second		
	04-PHRUN2-0039	Christensen David H	4	A STATE OF THE PARTY OF THE PAR	BR01	0	696907	0		696907	383299			
00-0088-1529	04-PHRUN2-0039	Christensen David H	4		LR01	0	197250	0		197250	108488	18/15/27/		
									Total	0	-402370			
	04-RIVSTONE4-0062	Maple River Llc	4		BR01	0	376035	0	206819	376035	206819	PRE	7 - 23 had	
	04-RIVSTONE4-0062	Maple River Llc	4	BS01		376035	0	376035	0	-376035	-376035	BALLET		
	04-RIVSTONE4-0062	Maple River Llc	4		LR01	0	90000	0	49500	90000	49500			
00-0089-4497	04-RIVSTONE4-0062	Maple River Llc	4	LS05		90000	0	90000	0	-90000	-90000			
									Total	0	-209716			
	04-RIVSTONE4-0066	Maple River 2 Llc	4		BR01	0	327776	0	180277	327776	180277	PRE		
00-0089-4501	04-RIVSTONE4-0066	Maple River 2 Llc	4	BS01		327776	0	327776	0	-327776	-327776			Birth Control
00-0089-4501	04-RIVSTONE4-0066	Maple River 2 Llc	4			0	0	0	0	0	0			
00-0089-4501	04-RIVSTONE4-0066	Maple River 2 Llc	4		LR01	0	90000	0	49500	90000	49500			
00-0089-4501	04-RIVSTONE4-0066	Maple River 2 Llc	4	LS05	The state of the state of	90000	0	90000	0	-90000	-90000	STATE OF THE STATE OF	100000	TEST SEEDS
	0 1 111101011111 0000					50000	-	50000	U	-30000	50000			

											THE REAL PROPERTY.				THE SERVICE SE														The Street													1518113									
-57970 Value Change	. PRE					Commercial Change	-225000 Value Change					PRE					Value Change	PRE					407662 PRE/ Value Change						283245 PRE/Value Change							PRE					PRE					PRE					PRE
-57970	422151 PRE	-767548	139199	-253089	-459287	-54095	-225000	-57000	-38000	-28500	-348500	251171	-456674	-220000	121000	-304503	-69233	-231000 PRE	-638862	351374	127050	-391438	407662	121000	-741204	-220000	-48438	-480980	283245	-283245	283245	121000	-579472	-220000	-395227	-596575	-264000	444652	145200	-270723	-670518	-231000	368785	127050	-405683	-562194	-220000	296450	121000	-364744	220393 PRE
-105399	767548	-767548	253089	-253089	0	-54095	-225000	-57000	-38000	-28500	-348500	456674	-456674	-220000	220000	0	-125879	-231000	-638862	638862	231000	0	741204	220000	-741204	-220000	-88070	-88070	514990	-514990	514990	220000	-579472	-220000	-64482	-596575	-264000	808459	264000	211884	-670518	-231000	670518	231000	0	-562194	-220000	539000	220000	-23194	400715
260687	422151	0	139199	0	Total	1974847	300000	145000	145000	145000	Total	251171	0	0	121000	Total	291500	0	0	351374	127050	Total	407662	121000	0	0	359224	Total	283245	0	283245	121000	0	0	Total	0	0	444652	145200	Total	0	0	368785	127050	Total	0	0	296450	121000	Total	220393
318657	0	767548	0	253089	SALES SERVICES	2028942	525000	202000	183000	173500		0	456674	220000	0		360733	231000	638862	0	0		0	0	741204	220000	407662		0	283245	0	0	579472	220000		596575	264000	0	0		670518	231000	0	0		562194	220000	0	0	The second	0
473977	767548	0	253089	0		1974847	300000	145000	145000	145000		456674	0	0	220000		230000	0	0	638862	231000		741204	220000	0	0	653134		514990	0	514990	220000	0	0		0	0	808459	264000		0	0	670518	231000		0	0	539000	220000		400715
579376	0	767548	0	253089		2028942	525000	202000	183000	173500		0	456674	220000	0		622879	231000	638862	0	0		0	0	741204	220000	741204		0	514990	0	0	579472	220000		596575	264000	0	0		670518	231000	0	0		562194	220000	0	0		0
BR01	BR01		LR01			BC11	LS03	LS03	LS03	LS03		BR01			LR01		BR01			BR01	LR01		BR01	LR01			BR01		BR01		BR01	LR01						BR01	LR01				BR01	LR01				BR01	LR01		BR01
4 BR01	4	4 BS01	4	4 LS03		5 BC11	5 LS03	5 LS03	5 LS03	5 LS03		6	9 BS01	9 LS05	6		9 BR01	9 LS05	9 BS01	6	6		6	6	9 BS01	9 LS05	9 BR01		6	9 BR01	6	6	9 BS01	9 LS05		9 BS01	9 LS05	6	6		9 BS01	9 LS05	6	6		9 BS01	9 LS05	6	6		6
Johnston Robert Cole	Scott J Conlin Revocable Trust 4/4.	Scott J Conlin Revocable Trust 4/4.	Scott J Conlin Revocable Trust 4/4.	Scott J Conlin Revocable Trust 4/4		Lucerne Management Company Ll	2b Property Development LIC	2b Property Development LIC	2b Property Development LIC	2b Property Development Llc		Gibby Benjamin James	Gibby Benjamin James	Gibby Benjamin James	Gibby Benjamin James		Rollins Christopher Tourlea	Patton Ryan Michael	Patton Ryan Michael	Patton Ryan Michael	Patton Ryan Michael		Hansen Raigen Sage	Hansen Raigen Sage	Hansen Raigen Sage	Hansen Raigen Sage	Hansen Raigen Sage		Deebel Robert Conner	Deebel Robert Conner	Deebel Robert Conner	Deebel Robert Conner	Deebel Robert Conner	Deebel Robert Conner		Willardson Bryce	Willardson Bryce	Willardson Bryce	Willardson Bryce		Black Kyle	Black Kyle	Black Kyle	Black Kyle		Heuer Michael E	Heuer Michael E	Heuer Michael E	Heuer Michael E		Fusillo Dustin
)-A1			04-RUPP-0003	04-RUPP-0003						05-MTNHZ1-0014			09-ROAMSFR1A-0110		09-ROAMSFR1A-0110		09-ROAMSFR1A-0111	09-ROAMSFR1A-0116	09-ROAMSFR1A-0116		09-ROAMSFR1A-0116		09-ROAMSFR1A-0129	09-ROAMSFR1A-0129		09-ROAMSFR1A-0129	09-ROAMSFR1A-0129							09-ROAMSFR1A-0134					09-ROAMSFR2A-0218		09-ROAMSFR2A-0225			09-ROAMSFR2A-0225		09-ROAMSFR2A-0230			09-ROAMSFR2A-0230		09-ROAMTWN2-0219
		1	00-0093-0787	7870-600-00				J.Y		00-0093-6577			00-0090-7110		00-0090-7110		00-0090-7111	00-0090-7116	00-0090-7116	00-0090-7116	00-0090-7116		00-0090-7129	00-0090-7129			00-0090-7129					10.3		00-0090-7134					00-0092-2802			00-0092-2809	00-0092-2809	00-0092-2809					00-0092-2814	655	00-0093-0137

00 0000 0407	DO DOMATANA DOM	Free We Devetion	_ ^		1004		440000		20000	110000	22222	all the same of the same of	All the second second	
00-0093-0137	09-ROAMTWN2-0219	Fusillo Dustin	9		LR01	0	116000	0	63800	116000	63800	THE PARTY		LONG SERVICE
00-0093-0137	09-ROAMTWN2-0219	Fusillo Dustin	9	BS01		400715	0	400715	0	-400715	-400715			Mark Street
00-0093-0137	09-ROAMTWN2-0219	Fusillo Dustin	9	LS05		116000	0	116000	0	-116000	-116000			
		The state of the s			Water to the same				Total	0	-232522	CHEST AND		
00-0093-0143	09-ROAMTWN2-0225	Wiscombe Christopher Lyle	9	BS01		397671	0	397671	0	-397671	-397671	PRE		
00-0093-0143	09-ROAMTWN2-0225	Wiscombe Christopher Lyle	9	LS01		116000	0	116000	0	-116000	-116000			
00-0093-0143	09-ROAMTWN2-0225	Wiscombe Christopher Lyle	9		BR01	0	397671	0	218719	397671	218719			
00-0093-0143	09-ROAMTWN2-0225	Wiscombe Christopher Lyle	9		LR01	0	116000	0	63800	116000	63800			No the least
									Total	0	-231152			
00-0093-0144	09-ROAMTWN2-0226	Schultz Karl J	9		BR01	0	495761	0	272669	495761	272669	PRE		
00-0093-0144	09-ROAMTWN2-0226	Schultz Karl J	9		LR01	0	116000	0	63800	116000	63800			
00-0093-0144	09-ROAMTWN2-0226	Schultz Karl J	9	BS01		495761	0	495761	0	-495761	-495761			
00-0093-0144	09-ROAMTWN2-0226	Schultz Karl J	9	LS05		116000	0	116000	0	-116000	-116000			
									Total	0	-275292			
00-0093-0151	09-ROAMTWN2-0233	Riggs Karen	9	BS01	BS01	414886	404000	414886	404000	-10886	-10886	Value Chan	ge	
					ALE BUSINESS	BURREU	PER LIP		Grand Total	(2,775,804.00)	(10,351,054.00)			

These changes need to be ratified by the Morga	n County Commission
Approved Not Approved	
Signed by	Date

Kate Becker

From: Dave Rich <dave@jjelectricinc.com>
Sent: Monday, October 27, 2025 10:02 AM

To: Kate Becker; Bret Heiner; Vaughn Nickerson; Mike Newton

Subject: Generators

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

Hello [Recipient Name],

I visited the fire station on Friday to assess the feasibility of moving the existing generator to Bret's building and upgrading the fire station's generator to support the Fire Station Library and the County building.

During my visit, I discovered that the fire station's generator is single-phase, which makes it incompatible with Bret's building. Based on this, I believe we have a couple of options:

- 1. **Option 1:**
- * Leave the current generator at the fire station as is.
- * Install a new generator at the Library (we could consider a diesel generator instead of natural gas for this).
- * Install a new generator at Bret's building.
- 2. **Option 2:**
- * Install docking stations at both Bret's and the Library buildings.
- * Purchase a portable generator that could be moved between the two locations as needed.

Please let me know your thoughts on these options.

--

Thanks!
Dave Rich
JandJ Electric
cell 801-389-4418
office 801-622-0270

J and J Electric, Inc.

Ogden, UT 84401

Phone #	8016220270
Fax#	801-622-0271

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

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.

Quotation

Signed:

Date	Estimate #
11/7/2025	9138

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		47,500.00	47,500.00								
	Total		\$47,500.00								

J and J Electric, Inc.

Ogden, UT 84401

Phone #	8016220270
Fax#	801-622-0271

Name / Address	100
MORGAN COUNTY OFFICE	
PO. BOX 886	
MORGAN, UT 84050	

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

action processing.

collection. This additional amount is in recognition of the costs associated with said collection

Quotation

Date	Estimate #
11/7/2025	9372

Signed:

Date:

PROJECT			
County Library Gen.			
Description	Qty	Cost	Total
Add 130KW Natural gas generator to library with automatic transfer switch Materials and Labor This includes gas line Start up and training Includes removing the CT's from the transformer, adding 800amp CT cabinet, CT meter and 800amp main disconnect outside.		89,675.00	89,675.00
Terms: Past due accounts will be charged a 1.75% monthly service charge on the unpaid	Total		\$89,675.00

Kate Becker

From: Erica White

Sent: Wednesday, November 5, 2025 6:01 PM

To: Kate Becker

Subject: Critical Conversations class

Attachments: Morgan County Utah_Courageous Conversations_Proposal.pdf

Kate,

I am attaching the documentation sent to me by COEM, the company we will be using for the Courageous Conversations class I talked to you about for the captains and admin here and the department heads at the county building to take. This document details the specifics of the class as well as information about the company. It will be a full day (8 hour class) and the dates they have open that I can also have all the captains present are 12/10, 12/16 or January 2. Can we make any of those days work for everyone over there? We can have up to 30 people attend, I have at least 8 from here. If you could let me know soon so I can book this, that would be great.

I looked into 2 other companies that hold very similar classes. The first was the U of U education center and they charge \$1250 for an 8 hour session the other is called Crucial Learning and they charge \$14,000 for their 8 hour class. Let me know if you need any other information.

Thank you!

Erica White RN AEMT

EMS Deputy Chief

Morgan County Emergency Manager

Morgan County Fire Department

41 N State Street

Morgan, UT 84050

801-529-2874



COURAGEOUS CONVERSATIONS

Morgan County, Utah

October 23, 2025





Project Description

CMOE recently had the pleasure of speaking with Erica White at Morgan County, Utah regarding the organizations's current learning and development needs. It has been determined that there is a need to develop the ability of leaders across the county to engage in constructive and courageous conversations around a variety of dynamics, challenges, and issues facing the county, its operating environment, and the communities they serve. Specifically, the Courageous Conversation program can be used within Morgan County's operations to support open and candid dialogue around issues such as:

- Performance discussions
- How conflict impacts individuals within the organization
- Differing professional or personal viewpoints and opinions
- Allocation of resources
- Power differentials
- Differentials related to decision-making ability and consideration of others
- Discussions related to diversity, inclusion, and belonging
- Accountability of work performance
- Differences in socio-economic status, politics, age, ability, culture, religion, backgrounds, and identities
- Access of behavioral health services across all socio-economic levels
- Impact on and differential of racial majority/minority
- Potential biases and prejudices

This proposal provides Morgan County, Utah with an overview of the processes and methodologies the CMOE team can apply (all or in part) as we partner with Morgan County to meet its needs and provide the desired deliverables that have been identified.

CMOE considers all proposals to be working documents and welcomes additional scoping discussion, feedback, or insights from Morgan County to create a value-added solution that benefits its leaders, employees, and the communities it serves.

Courageous Conversations™ Workshop

Leaders, professors, administrators, managers, and individual contributors face an assortment of responsibilities to fulfill and challenges to overcome to be effective in their roles. These can include providing rigorous performance feedback, making tough decisions under pressure, holding others accountable, and working as a conduit between administrators, managers, the broader workforce, and the overall community. When it comes to effectively performing these functions, one essential skill stands out above all the rest: the ability to foster direct and constructive dialogue—especially when engaging others about difficult or complex issues.

The **Courageous Conversations**[™] **Workshop** is a thorough, skill-based approach to developing the ability to have candid conversations with others. The workshop provides participants with the skills and competencies for reasoning and action when communicating with individuals, teams, and groups. The skills are based on a tested methodology and backed by ongoing research. Participants in the **Courageous Conversations**[™] **Workshop** have the opportunity to reflect on their current situations that may require a courageous conversation as they learn the skills in the program. The program is built around practical learning activities, case studies, examples, and other adult-learning principles that engage participants and help them grow and develop these essential skills.

Objectives

Participants learn how to:

- Differentiate between effective and ineffective conversations.
- Reflect on and identify their natural strengths and areas for development and growth.
- Adopt the mindset that makes courageous conversations possible.
- Explore how to recognize a courageous-conversation opportunity and successfully act on it.
- Discover strategies for keeping people focused on the relevant issues when dealing with tough problems.
- Learn to create conditions that enable people to act with candor, respect, and responsibility.
- Learn how to apply the courageous conversations framework and create plans for applying what they learn.

Sample Agenda

The **Courageous Conversations[™] Workshop** is typically delivered as a 1-Day instructor-led session. Based on our current understanding of project deliverables, CMOE has outlined a sample agenda as follows:

1-Day Agenda

- Welcome to the Workshop
- Workshop Objectives and Expectations
- Experiential Exercise: Group Feedback Activity
- Introduction to Courageous Conversations™
- Clarifying "Observations" and "Judgments"
- Case Study
- The Courageous Conversations[™] Model and process
- Case Study Analysis and Discussion
- How and Where to Use Courageous Conversations™
- Experiential Exercise
- "Real" Courageous Conversations™ Identified by Participants
- Peer Consulting on Application Plans (time permitting)
- Action Plans and Sustainability
- Workshop Wrap-up and Evaluations

Workshop Materials

- Comprehensive Participant Workbook
- The Courageous Conversations[™] Model
- The Courageous Conversations™ Planning Guide
- Experiential Exercise Materials
- Hardbound copy of Candor: How to Have Courageous Coaching Conversations When It Really Matters by Steven J. Stowell, Ph.D. & Tony I. Herrera, Ed.D

Pricing Structure

The cost estimate for this project, based on CMOE's current understanding, is outlined below. CMOE welcomes additional scoping to update cost estimates to maximize value for Morgan County.

Description	Rate
In-Person Courageous Conversations™ Workshop (Duration: Up to 8 Hours)	
Includes:	
 Facilitation services by one CMOE Certified Master Trainers 	\$7,500
 All participant resources, event materials, experiential resources, and simulations 	
 Project planning and preparation 	
Project coordination with Morgan County staff	

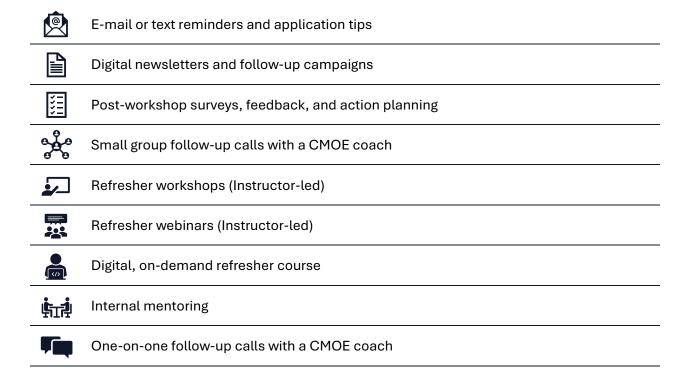
The above pricing structure includes the cost of a CMOE facilitator and all standard workshop materials to accommodate a group size of up to 30 participants. Additional participants can be added at \$325 per participant up to a maximum of 35 participants.

The pricing outlined above does not include the cost of travel for the session facilitator, shipping expenses, or any additional third-party tools and/or resources such as assessments and surveys if requested. These additional costs will vary, as they are dependent on the assessments and/or survey types needed, and the location and timing of the event.

Sustaining Positive Change

We believe learning and development should serve a business purpose, so we place great emphasis on transfer and sustainability. We also believe that learning and development is not a one-time event so CMOE's products and services have transfer and sustainability mechanisms and tools already built in to ensure application and provide a complete experience.

We also offer additional follow-up and sustainability options to support clients in their broader and deeper transfer and sustainability efforts. Options include the following.



Pricing for the services listed above or other customized approaches to sustainability available upon request.

Personalized executive-level coaching

CMOE – Who We Are

As a performance solutions partner, CMOE supports organizations of all types by providing a range of products and services focused on leader, individual, team, and organization development.

- Learning experiences to develop leader and individual competencies and behaviors
- Development of high-performance teams
- Facilitate strategy formulation
- Executive and leader coaching

- Facilitate the resolution of business dilemmas and conflict
- Reinforce or refresh culture
- Team building, celebration, or recognition events
- Talent optimization strategies



Years of Experience

CMOE was founded in 1978 with the mission to help all types of organizations improve the performance of leaders, teams, and organizations through proven training, consulting, and research services.



Countries

We have conducted organizational learning and development interventions and workshops for leaders and team members at all levels of the organization in over 50 countries.



Areas of Specialization

Our experience in designing and delivering experiential learning and development solutions on over 70 topics as well as team development and executive and individualized coaching programs has produced valid tools and demonstrated results that you can rely on.



Customized Solutions

Because every organization is different, CMOE recognizes that our clients need solutions to meet their specific needs. We view customization as an exciting opportunity to collaborate with you and will draw on our experience creating over 400 customized solutions.

We design our solutions and content around timely, applicable research that has practical relevance in the workplace. Our services and development programs are aligned with your



Culture



Initiatives



Goals



Strategies

We believe learning and development programs are most impactful and sustainable over the long term when built around







Applicable Tools



Proven Processes

Our Teams

We are dedicated to providing products and services that meet the highest standards and pride ourselves on our professionalism and the support we offer to our clients.



DESIGN & DEVELOPMENT TEAM

Our design & development team holds advanced degrees and has extensive experience in adult learning, HR, organizational development, and business management.



CLIENT & PROJECT MANAGEMENT TEAM

CMOE's team provides unparalleled service and attention to your needs and requirements. We are committed to using your valuable resources effectively.



FACILITATING & CONSULTING TEAM

Our seasoned facilitators and consulting team members have "real-world" experience in operations, quality control, manufacturing, HR, sales and marketing, and more.

Learning and Development Delivery Methods



In Person



Live-Virtual



Self-Paced Digital



Blended Learning

Learning Methods and Design

ENGAGING

Our learning experiences immerse participants in stimulating discussions and reflection, encourage active involvement.

CUSTOMIZED

CMOE solutions are tailored to the specific needs of the organizations we serve and focus on the skills, behaviors, and capabilities participants need to develop or fine tune. While the core principles are consistent, the activities and case studies are customized for the unique environment and culture of the organization.



BUSINESS ORIENTED

We aim to deliver specific results to our clients by identifying and teaching the specific behaviors that lead to those results. We help participants understand that the finish line is not the end of the event, rather it is improved performance and results.

ACTUAL AND EXPERIENTIAL

We believe in the core principles of adult learning and that participants learn best by being given opportunities to practice what they've learned. Using real situations and current issues, participants learn through their own experience and clearly see how they can use the skills and knowledge they gain.

MODELS AND TOOLS

Easy-to-remember tools and topic-specific models are used to help participants apply the principles they learn and access the information they gain when they need it most—back in the real world.

SKILLS AND HOW-TO'S

Because participants need practical skills and tools to support their learning, we focus not only on concepts and theories but, more importantly, on behaviors they can develop and techniques they can use that will help them be successful.



PERSONAL FEEDBACK AND ATTENTION

Through comprehensive assessment surveys and questionnaires, participants receive clear feedback about their strengths and opportunities for improvement. In our instructor-led programs, participants receive feedback from the facilitator as well as from their peers and direct reports.

APPLICATION AND TRANSFER

Each participant creates an application guide and learning plan to support the immediate transfer and application of skills and knowledge they gain in the learning experience to the business world. They identify how they will perform differently and identify the barriers they need to overcome in order to put the learning to work.



FOLLOW-UP AND SUSTAINABILITY

Every workshop includes transfer and application guides, processes, and tools to sustain, strengthen, and extend the learning process. CMOE offers reinforcement programs, additional practice and/or "teach-back" opportunities, one-on-one coaching, webinars/e-learning tools, and other mechanisms for supporting clients with long-term sustainability.

A Few of Our Facilitators



Eric Mead

Eric is a Senior Vice President for CMOE and specializes in custom learning and development solutions, communication, relationship building, sales and marketing, and performance coaching.



Danielle Horras

Danielle brings over 15 years of experience as an Administrative Director for various collegiate institutions. She also enjoys donating her time and talents to serve as a Strategic Planning Facilitator for several nonprofit organizations.



Dorothy Enriquez

Dorothy has a deep passion for helping ordinary people become remarkable leaders. She partners with small businesses, nonprofits, and corporations to ensure leaders become optimized to lead from every seat.



Steven Stowell, PhD

Founder and President, CMOE

During the past 30 years Steve has consulted with both small and large corporations, government agencies, school systems, and nonprofit organizations in 35 different countries.



Bryan Yager

Over the past 25 years, Bryan has designed and facilitated hundreds of workshops covering a wide range of topics. He has focused his career on management and organization development.



Sarah-June Carroll

A former psychotherapist, researcher, published author, and university instructor, Sarah-June brings a depth of understanding of the human side of the business. She is also fluent in Spanish.



Dr. Tanya Andrews

Tanya is an accomplished facilitator, executive coach, and talent development strategist with over 20 years of expertise in leadership assessment, coaching, and leadership development with premier organizations.

44

Highly effective leaders devote half of their time and attention to expressing some sort of supportive message.

You haven't failed until you have given up.

Some of Our Clients

































































































What Our Clients Are Saying

"Great experience.
The CMOE team was incredibly accommodating and customized the experience to fit our unique needs."



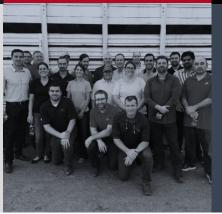
"CMOE is a great partner for any and all needs in L&D. They treat our business and team members like they would their own."



"I wish I had this experience when I started my career 15 years ago!"



"CMOE staff has gone over and above to learn the details of our business so that they can deliver an experience that is tailored to our industry."



"The workshop was a great combination of classroom teaching and activities that helped me put it all into practice."

The Onboarding Process



Step 1
Discovery



Step 2 Design



Step 3Develop



Step 4
Deploy

Value Proposition

CMOE provides every client a unique and compelling value proposition as described below:

Depth of Experience CMOE has served clients as a learning and performance-improvement partner for over 45 years. No other solutions provider in the industry offers our extensive track record.

Results-Focused CMOE's products and services are built around mission-critical competencies, skills, and processes that, when applied, drive immediate results and long-term productivity & competitiveness for your organization.

Targeted Solutions

Because we are a team of instructional designers, facilitators, consultants, and project managers, we can rapidly respond with customized solutions that will transform your organization.

Practicality & Quality

Our products and services are based on applied research, built around the highest standards of design, and undergo continuous development to address the real challenges your team members face today.

Next Steps

CMOE looks forward to discussing this proposal with you. Brad will contact you within 7 days to answer any questions you may have and to schedule a follow-up conversation. Please do not hesitate to reach out to Brad should you have any questions or need additional information before that time. We appreciate you taking the time to review our proposal and are excited about the possibility of working with your organization.

This proposal is valid for a period of 90 days from the date of issuance. After this period, the terms, conditions, and pricing may be subject to change.

Contact Information

Morgan County, Utah	СМОЕ
Erica White EMS Deputy Chief M: 801-529-2874 ewhite@morgancountyutah.gov	Brad Zabriskie Vice President of Sales O: +1 801-569-3450 M: +1 801-518-1284 bzabriskie@cmoe.com



Kate Becker

From: Penny Butler

Sent: Wednesday, November 12, 2025 7:52 AM

To: Kate Becker

Subject: FW: Completed: Enterprise Fleet Management Purchase Option Bill of Sale #26MFXQ

Attachments: 2WF1_26MFXQ_Morgan County_BOS .pdf

The original payment request was for \$37,942.17. Am I ok to make it for \$39,696.37, which includes an admin fee of \$1,754.20?

From: Kate Becker <kBecker@morgancountyutah.gov>

Sent: Sunday, November 9, 2025 10:43 AM

To: Penny Butler <pbutler@morgancountyutah.gov>

Subject: Fw: Completed: Enterprise Fleet Management Purchase Option Bill of Sale #26MFXQ

Kate Becker Morgan County Administrative Manager 435.800.8724

From: Matt Wilson < mwilson@morgancountyutah.gov>

Sent: Friday, November 7, 2025 6:46:43 PM

To: Kate Becker < kBecker@morgancountyutah.gov>

Subject: Fw: Completed: Enterprise Fleet Management Purchase Option Bill of Sale #26MFXQ

Penny said to give this to you after it was signed by both parties.

Get Outlook for iOS

From: DocuSign System <<u>dse_na2@docusign.net</u>> on behalf of Amy Holster via Docusign <<u>dse_na2@docusign.net</u>>

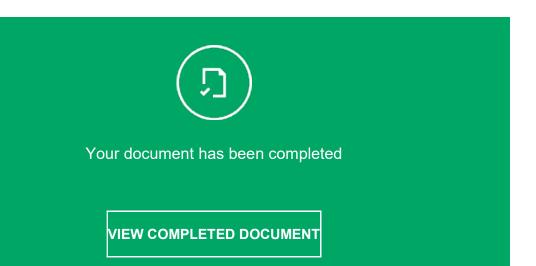
Sent: Friday, November 7, 2025 10:09:45 AM

To: Matt Wilson < mwilson@morgancountyutah.gov >

Subject: Completed: Enterprise Fleet Management Purchase Option Bill of Sale #26MFXQ

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





Amy Holster amy.e.holster@efleets.com

All parties have completed Enterprise Fleet Management Purchase Option Bill of Sale #26MFXQ.

Hello,

Please find the necessary documents for the vehicle(s) you are interested in purchasing.

Please follow the instructions on the first page of the attachment to process this transaction.

Please note if the sale price is \$1.00, this is for documentation purposes only. The purchaser will not need to provide a physical check for this transaction.

Thank you and have a great day!

Enterprise Fleet Management Purchase Option Team

1-800-543-8226 direct EFM Car Sales@efleets.com

Enterprise Fleet Management 2281 Ball Drive SAINT LOUIS, MO 63146 efleets.com

Powered by **docusign**.

Do Not Share This Email

This email contains a secure link to Docusign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit Docusign.com, click 'Access Documents', and enter the security code: 867CD2497D484C4B851F7FC7F2DD97202

About Docusign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- Docusign provides a professional trusted solution for Digital Transaction Management™.

Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

Report this email or read more about Declining to sign and Managing notifications.

If you have trouble signing, visit "<u>How to Sign a Document</u>" on our <u>Docusign Support Center</u>, or become part of the <u>Docusign Community</u> to access tips and guidance from peers.



This message was sent to you by Amy Holster who is using the Docusign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.



Dear Morgan County

Below you will find the Bill of Sale for your vehicle purchase. The title will be assigned exactly as it states on the Bill of Sale. Once you have confirmed all details are correct, please follow these steps to complete your purchase:

- 1. Sign and date the Bill of Sale via DocuSign.
- 2. Complete the odometer statement with accurate mileage and sign the bottom of the statement via DocuSign. For driver sales, the odometer statement will be sent separately to the lessee's primary fleet contact to complete.
- 3. Submit certified payment made payable to **Enterprise FM Trust** for the 'Selling Price' (Item Q) on the Bill of Sale. *Payment cannot be billed to your account.
- 4. If paying by check, mail a copy of the signed Bill of Sale along with the check to the following address. Checks will be deposited within 24-48 hours of delivery.



FEDEX:
Commerce Bank
Attn: 843004 KCWLBX
811 Main St
Kansas City, MO 64105

*Payment must be sent with paperwork to the above address in order for Commerce to deposit checks.

Do not send payment to Enterprise directly.

Please Note:

- Please ensure the accuracy of the name and address, confirming they match your intended location for titling and registration. If adjustments are necessary, or if you prefer the title to be sent elsewhere, email us at EFM_Car_Sales@efleets.com.
- If the Selling Price is \$1.00 (Item Q on the bill of sale), this is for documentation purposes only, and no payment is required. Simply complete Steps 1 and 2 to sign both documents via DocuSign.
- Certified payments include certified checks, cashier's checks, or wire transfers. Non-certified payments including
 a company check, personal check, or ACH transfer will delay processing by 7 business days.
- For wire or ACH payment instructions, please contact EFM_Car_Sales@efleets.com.
- Please ensure all payments and obligations outlined in the Master Lease Agreement are met to complete the sale and transfer ownership.
 - The Selling Price does not include current month's lease payment and any open balances. These must be paid before title release.
- Fleet Managers can visit https://login.efleets.com for more information regarding currently owed balances.

Once we have received the signed Bill of Sale, payment for the selling price, the completed Odometer Statement, and verified the lessee's fleet management billing account is current, we will initiate the transaction, and the title will be delivered within 14 business days. You will be responsible for transferring the title into your name upon receipt.

If you have any questions, feel free to reach out to us via e-mail at EFM_Car_Sales@efleets.com or by phone at 1-800-543-8226, Monday through Friday 8:00am - 4:00pm CST.







Enterprise Fleet Management Purchase Option Team

1-800-543-8226 direct EFM_Car_Sales@efleets.com 2281 Ball Drive Saint Louis, MO 63146

BILL OF SALE

Printed as of 10/20/2025

BUYER(S)	SALE DATE	GPBR	
BUYER		2WF1	
Morgan County	CAR SALE #		UNIT NO.
			26MFXQ
CO-BUYER	A SALE PRICE	\$37,942.17	
CO-BUILN	B ADDITIONAL EQUIPMENT		
			LESSEE TAX EXEMPT ID
STREET ADDRESS APT #			12300234-002-STC
48 West Young Street			12000201002010
CITY/STATE/ZIP			
Morgan / UT / 84050	C SUBTOTAL (A PLUS B)	\$37,942.17	
DAY PHONE EVENING PHONE	D SALES TAX	\$0.00	
(801) 725-4457	OTHER CHA		
FAX			
PURCHASE VEHICLE	E TITLE FEE		
YR/MAKE/MODEL/SERIES	F ADMINISTRATION FEE	\$1,754.20	
2022 RAM 2500 Tradesman 4x4 Crew Cab 8 ft. box 169 in. WB (8427164)	G ACCUMULATED	\$0.00	
VIN#	PERSONAL PROPERTY TAX		
3 C 7 W R 5 H J 0 N G 3 2 5 0 5 3	H ACCUMULATED LICENSE FEES	\$0.00	
MILEAGE	I		
COLOR	J		
(0 P) Bright White Clearcoat	к		
The vehicle is sold "As Is - not expressly warranted or guaranteed" with All Faults:	L		
BUYER UNDERSTANDS THAT THIS VEHICLE IS BEING SOLD "AS IS NOT			
EXPRESSLY WARRANTED OR GUARANTEED WITH ALL FAULTS AND IS NOT	М		
COVERED BY DEALER WARRANTIES. I UNDERSTAND THAT THE SELLER IS NOT	N		
REQUIRED TO MAKE ANY REPAIRS AFTER BUYER BUYS THIS VEHICLE AND	О		
BUYER WILL HAVE TO PAY FOR REPAIRS THIS VEHICLE WILL NEED."	P TOTAL OTHER (F THRU O)	\$1,754.20	
	Q SELLING PRICE (C PLUS D PLUS P)		
ADDITIONAL			
Payments for the vehicle(s) are to be made payable to "Enterprise FM Trust"			Initial

ADDITIONAL						
Payments for the vehicle(s) are to be made pay Please remit payment by certified check or ce	able to "Enterprise FM Trust"	HORAL		Initial		
Buyer is responsible for obtaining any necessary insurance coverage on the purchased vehicle. Any coverage maintained by seller does not transfer with the purchased vehicle.						
There may be additional charges outstanding to vehicle will only be released once all outstand	<u> </u>	•	•	. •		
LIENHOLDER	LIENHOLDER ADDRESS		LIEN DATE	LIENHOLDER PHONE		
BUYER		SELLER				
Morgan County	The Legal Entity as listed on the Vehicle(s) Titles(s) ('Seller')					
SIGNATURE Signed by:	November 6, 2025	ADDRESS				
Morgan County 63ABA2D17BE240D	November 0, 2025	2281 Ball Drive				
CO-BUYER CITY/STATE/ZIP						
	St.Louis /MO /63146					
SIGNATURE	DATE	APPROVED BY RAC	cusigned by: thel Davis asaan2anen4ea	November 7, 2025		
		·	ADMAUZAUFIMFA			

LESSEE ODOMETER (MILEAGE) DISCLOSURE STATEMENT

Federal Law (and S	State Law if app	olicable) require	es that the	lessee	disclose	the mileage	to the lesso	r in coni	nection
with the transfer of	of ownership.	Failure to cor	nplete or	making	a false	statement r	nay result i	n fines	and/or
imprisonment. Cor	mplete disclos	sure form belo	w and ret	urn to le	essor.				

I,<u>Matt wilson</u> (Name of person making disclosure) state that the odometer now reads 30614 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- _x_1. I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in excess of the designed mechanical odometer limit of the vehicle described below.
- <u>x</u> 2. I hereby certify that to the best of my knowledge the odometer reading as stated above is not the actual mileage.
- _x_3. I hereby certify that to the best of my knowledge the vehicle described above does not have an air bag on or off switch which has been installed by someone other than the vehicle manufacturer and any existing air bag has not been deactivated.

YMMS Unit Number

2022 RAM 2500 Tradesman 4x4 Crew Cab 8 ft. box 169 in. WB (8427164)

26MFXQ

VEHICLE IDENTIFICATION NUMBER

3C7WR5HJ0NG325053

LESSEE'S NAME

Morgan County

STREET ADDRESS

48 West Young Street

CITY STATE ZIP CODE

Morgan UT 84050

LESSEE'S SIGNATURES Date

Morgan (ourty November 6, 2025

LESSOR'S LEGAL NAME

ENTERPRISE FLEET MANAGEMENT

STREET ADDRESS

2281 Ball Drive

CITY STATE ZIP CODE St. Louis MO 63146

DATE DISCLOSURE FORM SENT TO LESSEE

DATE COMPLETED FORM RECEIVED FROM LESSEE

10-20-2025 November 7, 2025

0-20-2025 November 7, 2025

LESSOR'S SIGNATURE

Rachel Davis



County Commission Agenda Request Form

Morgan County All Agenda items, including back-up materials, must be submitted to: **Attn: Kate Becker 48 West Young Street** P O Box 886 Morgan,UT 84050 **ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE Phone: 435.800.8724 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 Time Requested: commission Meeting Date: Phone: Name: Address: Email: Fax: Associated County Department: PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC: WILL YOUR AGENDA ITEM BE FOR: **DISCUSSION** DECISION **BOTH**

INFORMATION ONLY

House Bill 183

Firefighters' Retirement Systems Revision

<u>House Bill 183</u>, passed during the 2023 Legislative Session, allows participating employers to prospectively elect coverage for full-time certified or licensed emergency medical service personnel under the firefighters' retirement systems effective July 1, 2023. An employer must make an irrevocable election to allow for this coverage and must participate in the firefighters' retirement systems with URS.

If an employer currently participates in the firefighters' retirement systems and wants to extend this coverage, they must provide URS with the following for review before coverage will be allowed:

- 1. A resolution adopted by the governing body of the participating employer (see template);
- **2.** Job descriptions of the new positions to be covered in the firefighter systems with sufficient details to determine qualifications (e.g., job title, full-time or part-time employment status, license requirements, daily job duties); and
- **3.** An updated *Declaration of Regularly-Scheduled Work Period* document establishing the base hours for the new positions to be covered in the firefighters' systems.

Employers may upload the documents referenced to the online Message Center and direct them to URS Employers Adjustments. Employers must indicate the desired coverage of new positions under the firefighters' retirement systems within the message.

If you are already participating in the firefighters' retirement systems and would like to provide coverage aligning with the July 1, 2023, effective date, please submit documents to URS by no later than June 2, 2023. URS will review the documents within 7 to 10 business days of receipt and will provide you with approval to proceed with coverage, or will include information about the outstanding requirements needed before coverage may be provided.

If an employer does not currently participate in the firefighters' retirement systems and is interested in offering this coverage, they must meet the requirements under Utah Code Title 49 for eligibility requirements. This includes having a full-time Fire Chief or Emergency Services Director to qualify for participation. In addition to providing the documents listed above through the online Message Center, an employer must submit an application for participation in the firefighters' retirement systems.

Further, an employer considering this coverage needs to consider if it elects to do a pick-up for its employees in the firefighters' retirement systems.

Employers who are not yet participating in the firefighters' retirement systems need to be approved by the URS Retirement Board. This approval process may require additional time, therefore please submit the documents to URS as soon as possible.

If you have any questions, please call Employer Services at 801-366-7318 or at 800-753-7318.

Kate Becker

From: Carrie Jacobson <cjacobson@utah.gov>
Sent: Thursday, November 6, 2025 6:32 PM

To: Kate Becker
Subject: Re: Crosswalks

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

UDOT has received several comments about the need for a signal at the intersection of Trappers Loop/Old Highway Rd and has performed a study and decided to install a signal at the intersection. We wanted to make the county aware of the plan. Before we begin the design, does the county have any concerns with this project?



Carrie Jacobson, P.E.

Traffic Operations Engineer
Utah Department of Transportation
166 West Southwell • Ogden, UT 84404
office: (801) 620-1673 • cell: (801) 514-0018
email: cjacobson@utah.gov

On Thu, Nov 6, 2025 at 11:51 AM Kate Becker < kBecker@morgancountyutah.gov > wrote:

Yes we do.

~Kate Becker

Morgan County

Administrative Manager

(435) 800.8724 textable cell



From: Carrie Jacobson < cjacobson@utah.gov > Sent: Thursday, November 6, 2025 11:33 AM
To: Kate Becker < kBecker@morgancountyutah.gov >

Subject: Re: Crosswalks

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

Sorry, I had a few extra words in there. Does the county maintain the east leg (the leg of the intersection that does not belong to UDOT) of the Trappers loop/old highway intersection?



Carrie Jacobson, P.E.

Traffic Operations Engineer
Utah Department of Transportation
166 West Southwell • Ogden, UT 84404
office: (801) 620-1673 • cell: (801) 514-0018
email: cjacobson@utah.gov

On Thu, Nov 6, 2025, 10:19 AM Kate Becker < kBecker@morgancountyutah.gov > wrote:

I don't understand the question:

"Is the intersection Old Highway leg of the Trapper's Loop and Old Highway intersection under Morgan County's jurisdiction?"

~Kate Becker

Morgan County

Administrative Manager

(435) 800.8724 textable cell



From: Carrie Jacobson < cjacobson@utah.gov > Sent: Wednesday, November 5, 2025 7:20 PM
To: Kate Becker < kBecker@morgancountyutah.gov >

Subject: Re: Crosswalks

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

Since these two crosswalks are only a block apart, I think that we will study the Young Street crossing first since it is the intersection that seems likely to have more pedestrians. We are also making progress on getting the freight cost paid. Is the intersection Old Highway leg of the Trapper's Loop and Old Highway intersection under Morgan County's jurisdiction?



Carrie Jacobson, P.E.

Traffic Operations Engineer
Utah Department of Transportation
166 West Southwell • Ogden, UT 84404
office: (801) 620-1673 • cell: (801) 514-0018
email: cjacobson@utah.gov

On Wed, Oct 29, 2025 at 11:44 AM Kate Becker <kBecker@morgancountyutah.gov> wrote:

Carrie,

I've been tasked with inquiring about the possibility of putting in push button flashing crosswalk signs at two highly foot trafficked intersections in Morgan City crossing State Street. Specifically at 100th and Young Street.

~Kate Becker

Morgan County

Administrative Manager

(435) 800.8724 textable cell

