



MORGAN COUNTY COMMISSION MEETING AGENDA

April 21st, 2026

4:30 WORK SESSION 5:00 REGULAR MEETING

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

NOTE: Commissioner Blaine Fackrell and County Attorney Garrett Smith shall be attending remotely.

4:30 WORK SESSION

Haley Johnson, Scotsman Center:

Discussion on the viability of holding a Morgan Farmers Market series at Kent Smith Park.

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 April 7th, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Approval of Hangar **AA-3** dated 08/10/2006 changing the annual increase language from consumer price index (CPI) to the standard 2% in 2006.
4. Approval of Assignment and Assumption of Hangar Lease **BB-3** dated 02/21/2018.
5. Approval of Hangar Lease **AA-5** dated 01/01/2005.
6. Approval of Assignment and Assumption of Hangar Lease Hangar **AA-7** dated 01/01/2019.
7. Approval of Hangar Lease **D-3** dated 01/01/2016.
8. Approval of Hangar Lease **J-1** dated 01/01/2016.
9. Approval of Resolution **CR 26-22** County Official Logos.
10. Approval of out-of-state travel for training; DC Erica White & Cpt. Karen Davis to EMS World Expo Conference, Orlando, FL September 27 – October 3.
11. Approval of the County 2026 Fraud Risk Assessment.
12. Approval of a Letter of Support for an amended land swap agreement between the Division of Wildlife Resources and Geneva Rock to include a public trail easement and a public parking lot. [Letter is being drafted by DWR and will not be available until the meeting]
13. Approval of a Letter of Support for the Utah Trails Network to conduct a Trail Study from Mountain Green to Morgan City.

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentation

Jeff Perkins, Utah Division of Air Quality

Asbestos and Lead-Based Paint: Regulatory Compliance for County Facilities

(F) Action Items

1. **Brynlee Whimpey & Capri Crowther** – Discussion/Decision – Morgan HS Cheerleaders Discussion and decision on Resolution **CR 26-21** approving a donation to their Flag Fundraiser.
2. **Bret Heiner**– Discussion/Decision – Morgan County Public Works Director Discussion and approval of the 2026 Road Projects List and awarding Staker Parsons the Morgan County paving a chipping bid.

MORGAN COUNTY COMMISSION MEETING AGENDA

3. **Bret Heiner & Erin Bott** – Discussion/Decision – Morgan County Library Director
Discussion and approval of the purchase of replacement ADA doors in the Library and designating the funding that will pay for them.
4. **Bret Heiner**– Discussion/Decision – Morgan County Public Works Director
Discussion and approval of the purchase of a replacement Fair Office with Insurance
5. **Casey Basker** – Discussion/Decision – Morgan County Human Resources Manager
Discussion and approval of the Morgan County Fire & EMS pay matrix. [This does not affect the budget]
6. **Fire Chief Brad Wilkes**– Discussion/Decision – Morgan County Fire & EMS
Discussion and request to task staff to amend the sprinkler ordinance and Lot Subdivision Ordinance in reference to well requirements.
7. **Hon. Leslie Hyde** – Discussion/**Public Hearing**/Decision – County Clerk/Auditor
Approval of County Resolution CR 26-20 amending the Fiscal Year 2026 Budget for Quarter 1.
8. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning
Town Center Zone Code Text Amendment: Request for approval of a text amendment to Morgan County Code to update Town Center zoning requirements generally, in relation to criteria to reduce commercial requirements.
9. **Josh Cook** – Discussion/Decision – County Planning & Zoning
Canyon View Commons Phase 1 Condominium Plat Amendment: A request for approval of an amendment to Lot 7 of the Canyon View Commercial West subdivision to allow for condominiums, identified by parcel number 00-0090-5052 and serial number 03-CANVCOMW-0007, and located at 5788 West Canyon View Circle in unincorporated Morgan County.
10. **Josh Cook** – Discussion/Decision – County Planning & Zoning
Cottonwoods Meadow Park East Phase 5A-5/5A-6 Final Plats: A request for final plat approval for 24 condominium units over two (2) phases.
11. **Jeremy Archibald** – Discussion/Decision – Morgan County Information Technology
Discussion and decision on purchasing SQL licenses on State contract that are above the requested budgeted amount but will not require a budget adjustment.
12. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on a change order to the election security bid, moving all the condenser units to the roof and possibly replacing two. [*Tabled from the April 7th meeting.*]
13. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on awarding the RFP for Transportation Master Plan. [*Tabled from the April 7th meeting; will have a modified estimate from the lowest bidder at the May 7th meeting.*]
14. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on a budget adjustment and approval to purchase two additional fleet vehicles at the State contracted price.
15. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on entering into a service agreement with CJS, LLC to provide internet-based traffic safety education programs for individuals who elect or are ordered to

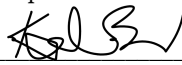
MORGAN COUNTY COMMISSION MEETING AGENDA

participate in connection with Morgan County Justice Court, District Court, or Juvenile Court matters.

(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 17th day of April 2026, removed consent agenda item #4 and reposted on the 20th day of April, 2026.



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.



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: 04/21/2026 Time Requested: _____
Name: Haley Johnson Phone: (208) 602-5518
Address: _____
Email: scotsmanholdings@gmail.com Fax: _____
Associated County Department: n/a

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Work session discussing viability of holding a Morgan Farmers Market series at Kent Smith Park. We would like to better understand the code and interpretation thereof behind the decision to revoke our recent Temporary Use Permit which approved holding the markets at Kent Smith Park.

We'd like to use the time to collaboratively explore a framework that would allow the Morgan Farmers Market to be held at Kent Smith Park (or other county parks/property). Also to learn what County support or pathways might be available for these markets, which we feel strongly align with the county's mission to bolster agri-tourism and sales-tax revenue.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Kate Becker

From: Scotsman Center Scotsman Holdings, LLC <scotsmanholdings@gmail.com>
Sent: Wednesday, April 15, 2026 3:57 PM
To: Kate Becker
Cc: Mike Newton; Vaughn Nickerson; Matt Wilson; Raelene Blocker; Blaine Fackrell; Manager; Brad Wilkes; Craig Widmier
Subject: Re: Farmers Market Discussion - April 21 Commission Mtg

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.

Sounds good, thank you. The only thing I'd like to note is I don't recall stating the fire department had issue with our Scotsman center location. I'm actually not sure where that came from. Fire and sheriff departments have both been great to work with.

Our main reason for relocation is to find a location with better visibility and accessibility to tourists. More visitor traffic and willingness to spend lead to greater success of the markets overall. Over the years we have maximized vendor booths in the space we have on Scotsman property, but we haven't been able to increase visitor attendance there.

We are looking forward to discussing possibilities with the county. We hope that the Morgan Farmers Markets can become a staple event that benefits the county and its residents!

Thanks again,

Haley Johnson
& Scotsman Holdings LLC

Sent from my iPhone

On Apr 15, 2026, at 7:36 AM, Kate Becker <kBecker@morgancountyutah.gov> wrote:

Haley,

You are correct, the dates were open at Kent Smith for the public to book. We have since blocked out the dates we need for our Recreation programs and refunded your reservations. The temporary use permit was issued as the application stated you had "permission" to use Kent Smith when you really meant you had reserved it.

What we are trying to determine internally is the process and approvals the County would require IF they allowed for-profit use of its community parks. Which is why we reached out to the fire department to hear why they would not approve your event to continue at Scotsman. Which is what you told planning was your reasoning for moving locations.

You aren't being "denied" anything yet. The County is actively looking for a path forward while still protecting itself from liability.

Kate Becker
Morgan County Administrative Manager
435.800.8724

From: Scotsman Center <scotsmanholdings@gmail.com>
Sent: Tuesday, April 14, 2026 11:46:11 AM
To: Kate Becker <kBecker@morgancountyutah.gov>
Cc: Mike Newton <MNewton@morgancountyutah.gov>; Vaughn Nickerson <vNickerson@morgancountyutah.gov>; Matt Wilson <mwilson@morgancountyutah.gov>; Raelene Blocker <rBlocker@morgancountyutah.gov>; Blaine Fackrell <bfackrell@morgancountyutah.gov>; Manager <manager@scotsmanstorage.com>; Brad Wilkes <bwilkes@morgancountyutah.gov>
Subject: Re: Farmers Market Discussion - April 21 Commission Mtg

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Hi Kate,

Thanks for clarifying. Those dates/times were marked as available on the county calendar. I had already booked and paid for them via the website. Surely, we could work together with Rec to discuss a scheduling plan that could accommodate both events?

We are hoping to move the market to a more visible location and are looking into other options. But we would still like to discuss the code involved with prohibiting community events like a Farmers Market at Kent Smith Park. Are we still allowed a work session or is that being denied as well?

Haley

Management

Scotsman Holdings, LLC
scotsmanholdings@gmail.com

On Tue, Apr 14, 2026 at 10:10 AM Kate Becker <kBecker@morgancountyutah.gov> wrote:

Your TUP was also revoked because we use Kent Smith for sports on those dates.

We have spoken to the Mountain Green Fire Department and there should be no reason why you could not continue to hold your farmers market at the Scotsman Center.

From: Scotsman Center <scotsmanholdings@gmail.com>
Sent: Monday, April 13, 2026 3:56 PM
To: Kate Becker <kBecker@morgancountyutah.gov>
Cc: Mike Newton <MNewton@morgancountyutah.gov>; Vaughn Nickerson <vNickerson@morgancountyutah.gov>; Matt Wilson <mwilson@morgancountyutah.gov>; Raelene Blocker <rBlocker@morgancountyutah.gov>; Blaine Fackrell <bfackrell@morgancountyutah.gov>; Manager <manager@scotsmanstorage.com>; Craig Widmier <craigwidmier@gmail.com>
Subject: Farmers Market Discussion - April 21 Commission Mtg

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.

Hi Kate,

Following up on the 15 minutes we requested for Farmers Market discussion at the upcoming April 21 Commission meeting:

Given that our Temporary Use Permit was recently revoked due to Scotsman Holdings LLC for-profit status, I'd like to request a slight change in topic and time addition at the meeting. Rather than a sponsorship request, would it be possible to shift this agenda item to a 20-min work session with the Commission?

We'd like to use the time to collaboratively explore a framework that would allow the Morgan Farmers Market to be held at Kent Smith Park (or other county parks/property). Also to learn what County support or pathways might be available for these markets, which we feel strongly align with the county's mission to bolster agri-tourism and sales-tax revenue.

I've cc'd the Commissioners here as well so they are aware of the request and our intent.

Many thanks,

Haley Johnson (Agent)
Shad Guffey & Craig Widmier (Owners)
Scotsman Holdings, LLC
scotsmanholdings@gmail.com



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Email: kbecker@morgancountyutah.gov

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

commission Meeting Date:	<u>04/07/2026</u>	Time Requested:	_____
Name:	<u>Haley Johnson</u>	Phone:	<u>(208) 602-5518</u>
Address:	<u>5859 N Cottonwood Canyon Rd</u>		
Email:	<u>scotsmanholdings@gmail.com</u>	Fax:	_____
Associated County Department:	_____		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

This proposal respectfully requests a \$2,000 sponsorship from the Morgan County Commission to be a headline Sponsor of the Morgan Farmers Markets in 2026. The Morgan Farmers Market Series showcases a collection of local farmers, ranchers, artisanal goods producers, and small businesses. This market series has a pool of vendors from prior markets held at Scotsman Center from 2022 to 2025 that are ready to participate again in 2026. The approved relocation of this four-market event series to Kent Smith Park will increase tourist visitation and spending in Morgan County. The Temporary Use Permit Approval Letter is attached (Appendix A). This project intends to operate as an annual event series which complements the existing activities at Kent Smith Park and other events throughout Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

TUP26.003 Morgan Farmers Market Series

Permit/License #
TUP26.003

03/31/2026 - 03/30/2027

Reference Number
6b81bdf0-1d9a-11f1-976c-ab6fed8817a5

Temporary Use Permit

Status

General

Inactive

Application Status
Denied

Application Review Status

Pre-Review	Approved	Date Submitted
Zoning Administrator	Not Reviewed	03/11/2026
County Engineer	Not Reviewed	Date Approved/Denied
Mountain Green Fire Department	Approved	04/06/2026
Planner I	Reviewing	
Office Manager/Permit Tech	Approved	
Code Compliance Officer	Approved	
Final-Review	Denied	

For Profit businesses cannot use County property for events. The approval letter that was sent out was made in error and as such the approval has been revoked per the zoning administrator. The County has no issue with the continued use of the Scotsman Center and would issue a permit for such application.

Fees

Payments

Temporary Use Permit	\$50.00	03/11/2026	Online	\$50.00
Subtotal	\$50.00	Total Paid		\$51.75
Processing Fee	\$1.75			
Total	\$51.75			
Amount Paid	\$51.75			

Morgan Farmers Market Series at Kent Smith Park

Purpose Statement

This proposal respectfully requests a \$2,000 sponsorship from the Morgan County Commission to be a headline Sponsor of the Morgan Farmers Markets in 2026. The Morgan Farmers Market Series showcases a collection of local farmers, ranchers, artisanal goods producers, and small businesses. This market series has a pool of vendors from prior markets held at Scotsman Center from 2022 to 2025 that are ready to participate again in 2026. The approved relocation of this four-market event series to Kent Smith Park will increase tourist visitation and spending in Morgan County. The Temporary Use Permit Approval Letter is attached (Appendix A). This project intends to operate as an annual event series which complements the existing activities at Kent Smith Park and other events throughout Morgan County.

Applicant:

Scotsman Holdings LLC
dba: Scotsman Center
5859 N. Cottonwood Canyon Rd.
Mountain Green, UT 84050

Applicant Agent and Market Organizer:

Haley Johnson
5593 Parkview Dr.
Mountain Green, UT 84050
208-602-5518

Managing Owners:

Craig Widmier
6004 N Roundup Court
Mountain Green, UT 84050
801-458-4887

Shad Guffey
4978 Escalante Ln
Mountain Green, UT 84050
801-791-1987

Project Designer or Engineer: N/A

Sponsorship

Amount Requested: \$2000

Sponsor Package

Platinum Level - \$2000

- Headline Sponsor Position in print and marketing
- Recognition plaque for “Morgan Farmers Market Sponsor”
- Sponsor flag, provided by Scotsman, displayed at public events
- Biannual highlight articles in Scotsman Center’s Community newsletter, a monthly email that is sent to nearly 500 clients.
- Two 3’x5’ Sponsor banners, provided by the event, displayed in arena and at public events
- An ad space in every monthly newsletter until the end of the sponsoring year
- Comped booth space of choice at the Morgan Farmers Markets
- *Plus Core Sponsor Benefits:*
 - Social media highlights
 - Name and sponsor level on Morgan Farmers Market promotional T-shirts
 - Name on Sponsor Recognition Display at Scotsman Center
 - Display of Sponsor’s promotional materials in Scotsman Center’s lobby
 - Name and contact info in business directory of the monthly newsletter
 - Name and web-link on www.scotsmancenter.com
 - Regular communication on how the Sponsor is being recognized and impacting the community

Other Sponsors

Scotsman Holdings LLC typically recruits sponsorships annually to help support a variety of community events held at Scotsman Center, including the Morgan Farmers Market and the Living Nativity. Below are the Scotsman Community Sponsors who will be recognized at the Morgan Farmers Markets as additional supporting sponsors:

- Platinum Sponsors: Widmier Construction & Development, Conscape LLC, and Tolman Construction
 - Gold Sponsors: none yet
 - Silver Sponsors: Highpoint Builds, Doleman Electrical, and Z Stewart Group
 - Bronze Sponsors: E-Solar LLC
-

Event Location, Dates, and Hours

Location

The parking lot, pavilion, picnic areas, and approximately 3,000 sq ft of open space immediately north of the pickleball courts at Kent Smith Park in Mountain Green. The soccer fields, baseball diamond, tennis court, pickleball courts, and playground will be unused by the market.

Event Dates

August 8, September 12, September 26, and October 10 of 2026

Event Schedule:

Activity	Time
Parking Assistance	8:00 AM – 3:00 PM
Vendor Setup	8:00 AM – 10:00 AM
Market Hours (Public Access)	10:00 AM – 2:00 PM
Vendor Cleanup / Breakdown	2:00 PM – 3:00 PM

These are proven dates and ideal market hours for the existing vendors and target tourists. The proposed dates/times may be adjusted in the planning phase to coordinate around the park's existing recreation schedule to minimize conflicts.

Expected Attendance and Vehicle Management

The Morgan Farmers Market Series is expected to attract a moderate level of attendance consistent with community-scale events. The following estimates apply per market:

- Anticipated Number of Vendors: 40-50 booths and 1-2 food trucks
- Vendor Max Capacity: 70 booths and 3 food trucks
- Anticipated Peak Attendance: 100-200 people at one time
- Anticipated Visitors: 500 people over 4 hours

Attendance estimates are based on previous farmers markets held at Scotsman Center. At previous markets, visitor counts were recorded using a mobile phone tap-to-count app and averaged approximately 300 visitors per market with less than 100 people onsite at the same time. It is anticipated that moving the market series to the park will increase attendance because of increased vendor capacity and visibility to tourist traffic.

Animals

Leashed domestic pets accompanying visitors are expected.

Pony rides with Drage Second Chance Ranch (DSCR), including 3 to 6 horses with handlers, are requested as part of this application. DSCR is a proven provider and is insured with a commercial liability policy. A COI will be obtained to include Scotsman Holdings LLC and Morgan County as additional insureds.

Parking

Parking demand is estimated to be 100 vehicles at a time; 40% vendors and 60% visitors. This estimation is based on parking counts observed during prior markets held at Scotsman Center.

Attendants will utilize the existing 100-space parking lot and accompanying shoulder of W Old HWY road, as the Morgan Recreation users do.

Ticket Sales

No ticket sales will occur. The market will operate as a free public event with two access gates-- west and east of the Pavilion. Access from the soccer fields will be discouraged by end-capping the vendor layout. Visitors will arrive and depart continuously throughout the event rather than all at once.

Public Health, Safety, and Welfare Measures

The following measures will be utilized to maintain safety and cleanliness for the venue, the participants, and the public:

Traffic and Parking Management

- Traffic cones, caution tape, and signage will be used to designate parking areas and separate vehicles from pedestrian traffic.
- Three event staff members equipped with high-visibility safety vests and traffic wands will direct vehicles and pedestrians during peak arrival times.
- Vendors will utilize a supplies drop-off area before and after the market.
- 2 Handicap parking spaces will be provided
- Haley Johnson has requested use of the Morgan County Sheriff Department's electronic traffic sign and a deputy car, as available, parked nearby to encourage driver awareness of speed limit, slowed traffic, and pedestrian activity.

Pedestrian Safety, Public Utilities, & Cleanliness

- The market area will be inspected and cleaned up of animal waste and litter the day before each market and again following market closure.
- Vendors will be required to take away their own garbage. Scotsman Holdings LLC will provide garbage cans, bags, and staff to service the cans. Garbage generated from visitors at the event will be hauled out and disposed of by Scotsman Holdings LLC.
- The existing two public restrooms will be utilized by the market participants.
- The applicant requests that the County ensures the bathrooms are unlocked, stocked, and ready for use during the events, including the October market.
- Use of additional portable restrooms is dependent on successful grant funding.

Permits & Licensure

- Vendors will be required to submit a \$10 Morgan County 1-Day Temporary Business License through Morgan County's website at least two weeks prior to each market date. This requirement will be published on the vendor registration Jotform and included in the vendors' acceptance email. The Vendor Coordinator will send several email reminders leading up to each market. During the vendor check-in at the markets, the Vendor Coordinator will inspect each vendor for proof of the license. A tablet will be used onsite to submit applications for any vendors who may have missed this required step as a one-time courtesy. Vendors who do not comply or are repeatedly outside of timely compliance will not be allowed to participate.
 - Vendors who wish to sell food, produce, or samples will be required to submit proof of appropriate Health Department or UDFA licensure to the Market Coordinator ahead of the markets. Permits must be displayed at their booth. Vendors who do not comply will not be allowed to participate. No warnings will be issued.
-

Venue Use & Event Impact

Site Plan & Supporting Documents

A basic site drawing (Appendix B) is provided with this application illustrating the event layout within Kent Smith Park. The drawing will show:

- Vendor booth locations
- Existing park structures and facilities
- Parking areas (Appendix C)
- Pedestrian pathways
- Live music and food truck placement

The map will show the proposed markets can operate while maintaining playground, court, and field access for casual park users and emergency services.

Electrical Use

Limited electrical access to three standard 120-volt outlets is requested during market hours to power sound equipment and a laptop.

Sound Management

Any amplified sound for live music will remain at modest levels appropriate for a daytime community event from 10:00 AM to 2:00 PM.

Signage

The applicant requests permission to hang sponsor banners and temporary signage to park fencing and approved structures the day before the market. All banners and signs will be taken down immediately following the market's closure.

Compliance with Temporary Use Requirements

The Morgan Farmers Market Series is designed to operate as a seasonal, low-impact community event to promote local agriculture, small businesses, and tourism which can return year after year as a Morgan County staple. The project has received a Temporary Use Permit Final Approval Letter (Appendix A).

The organizers are committed to coordinating with Morgan County staff and law enforcement as needed to ensure that the event series operates smoothly, responsibly, and sustainably.

Appendix A

Temporary Use Permit Approval Letter



March 31, 2026

Scotsman Holdings LLC, dba Scotsman Center
Attn: Haley Johnson
5859 N Cottonwood Canyon Rd
Morgan, UT 84050

Subject RE: Morgan Farmers Market Series TUP, Application #TUP26.003

Dear Ms. Johnson,

Morgan County Planning & Development Services has reviewed your request for the issuance of a Temporary Use Permit for the Morgan Farmers Market event to be held at the Kent Smith Park and adjacent areas. Based on the review of Morgan County Code and the information submitted, planning staff approves the requested Temporary Use Permit for the farmers market, subject to the conditions listed below:

Conditions:

- 1. That the Morgan Farmers Market Series shall be held and operated in substantial conformance with the site plan and narrative submitted as part of the application.*
- 2. That the market events shall occur only on the approved dates—August 8, September 12, September 26, and October 10, 2026—with market hours from 10:00 A.M. to 2:00 P.M., setup beginning no earlier than 8:00 A.M., and all cleanup completed by 3:00 P.M.*
- 3. That the applicant shall implement traffic, parking, and pedestrian safety measures as described in the application, and maintain safe circulation within and around Kent Smith Park while minimizing conflicts with other park users and emergency access.*
- 4. That the applicant shall take all reasonable measures to ensure the health, safety, and welfare of market participants and the public, including proper waste management, restroom access, and vendor compliance with applicable licenses and health permits.*
- 5. That all animals associated with the event shall be properly managed, controlled, and insured, and any impacts to the site shall be promptly cleaned and mitigated.*

Additionally, if the County receives complaints, then the Temporary Use Permit may be revoked. If you have further questions, please contact me at kpage@morgancountyutah.gov or 801-845-4007.

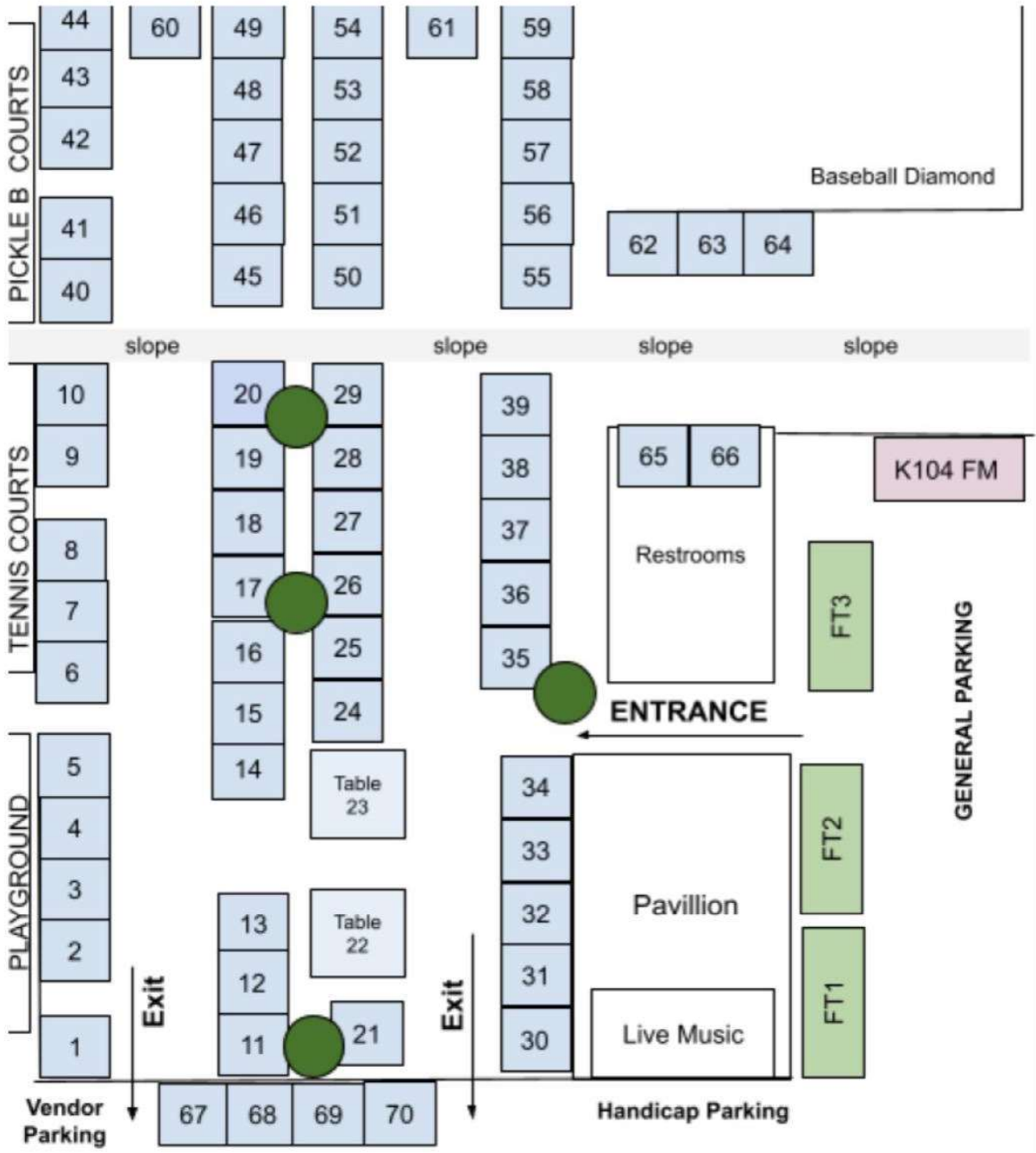
Respectfully,

A handwritten signature in black ink that reads "Kent Page".

Kent Page
Senior Planner – Morgan County Planning & Development Services

Appendix B

Approved Map for Kent Smith Park



Appendix C

Approved Parking Plan



Yellow - existing 100 car parking lot. The lines are faded and will need new paint.

North Main lot - public visitor parking. Has 65 spaces

South lot - vendor parking. Has 32-37 spaces.

Vendor loading zones in the south parking lot will be managed 8am to 9:30am and 2pm to 3pm on market days. Vendors must then move cars to park in overflow for the duration of the market (purple). Orange cones and signage will indicate parking designations.

Purple - vendor overflow parking

Green - 1 to 3 food trucks parking.

No event parking will be permitted in the townhome area.

Event staff will carpool to/from the event.





March 31, 2026

Scotsman Holdings LLC, dba Scotsman Center
Attn: Haley Johnson
5859 N Cottonwood Canyon Rd
Morgan, UT 84050

Subject RE: Morgan Farmers Market Series TUP, Application #TUP26.003

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Respectfully,

Kent Page
Senior Planner – Morgan County Planning & Development Services



MORGAN COUNTY COMMISSION MEETING AGENDA

April 7th, 2026

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

OTHER EMPLOYEES

IT Director Jeremy Archibald
Deputy Clerk/Auditor Chloe Adams
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith
Library Director Erin Bott
Code Enforcement Officer Chris Tremea
Planning and Zoning Director Josh Cook
Planner Kent Page
Planner Jeremy Lance
Fire Chief Brad Wilkes
Human Resources Casey Basaker
Morgan County Fair Director Haley Johnson

OTHERS IN ATTENDANCE

Chris Cody
Debbie Sessions
Jon Cannon
Sam Nickerson
Brian Nesteroff
Ed Schultz
Clay Rich
Tina Kelly
Brian (Chris) Brower
Douglas Perkins

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from March 18th, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Approval of a Letter of Support for Mountain Green Sewer Improvement District for a grant.
4. Approval of the Amendment to Gateway Services Master Agreement moving to revenue neutral card service fees.

Commissioner Nickerson moved to approve consent agenda items 1-4

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

(C) Commissioner Declarations of Conflict of Interest

Chair Mathew Wilson declared a conflict on **Action Item 5 (Nine Line hangars/airport discussion)**.

Vaughn Nickerson declared a conflict on **Action Item 12 (Howard & Kelly rezone)** because the property belongs to his relatives.

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(D) Public Comments

Took place after Action Item 3.

Sean York (Highlands community) urged inclusion of a completed baseball field in the Kent Smith Park concept, citing the lack of practice fields in Mountain Green and proposing movable bases and mound, plus minimal bleachers.

(E) Action Items

1. Donation Request – Discussion/Decision – MHS Graduating Class of 2026

Kate Becker CAM showed a donation request from Morgan High School's Operation Graduation to the commissioners. Since no specific amount was requested and the county hasn't donated previously, commissioners discussed supporting the group by potentially waiving the refundable cleaning deposit for their county fair food booth.

Commissioner Newton moved to approve authorization of waiving booth rental fees for Morgan High School's Operation Graduation food booth for the summer 2026 fair.

Seconded by Commissioner Fackrell.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

2. Erin Bott – Discussion/Decision – Morgan County Library Director

Discussion and decision on moving a part-time Assistant Librarian be promoted to Youth Services Librarian and granted full-time, benefited status. No additional General Fund monies needed.

Erin Bott (Library Director) asked to reallocate existing library funds to make an assistant librarian full time, citing retention and service consistency. She noted the library's mill levy budget can sustainably support the change. Commissioners discussed long-term budget impacts but acknowledged the funds are available and the request is sustainable.

Commissioner Newton moved to approve creation of a full-time Youth Services Librarian position and grant full-time, benefited status, funded by a transfer from library supplies to permanent employees/benefits.

Seconded by Commissioner Blocker.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Nay

The vote was not unanimous, with four in favor and one opposed. Therefore, the motion carried.

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

Discussion and decision on switching payroll provider to Dominion Payroll. This will save the County \$15,456 per year.

Casey Basaker reviewed payroll system options, explaining that Dominion Payroll offers lower costs, better customer service, and improved time-tracking features compared to Casselle, which has caused delays and late filing penalties. Dominion can integrate with Casselle's general ledger and has strong support metrics.

Commissioner Newton moved to approve the agreement and selection of Dominion as a new payroll provider for the county with the adjustments and approval of the county attorney

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

4. Haley Johnson (Haley Johnson was not present for discussion. Commissioner Newton explained the agreement in lieu of her absence.) – Discussion/Decision – Morgan County Fair Manager
Discussion and decision on entering into an agreement for a ticket platform for the Morgan County Fair and Rodeo.

Commissioner Mike Newton presented options for a new County Fair ticketing vendor following the closure of Jubilee. Four proposals were reviewed, with TicketSpice recommended as the most cost-effective choice. The Commission briefly discussed Venmo compatibility, onsite ticket sales, and the continued benefits of reserved seating.

Commissioner Newton moved to approve awarding the County Fair ticket sales proposal to TicketSpice, contingent upon the attorney’s review and approval of the service agreement.

Seconded by Commissioner Blocker.

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

5. Jon Cannon for Nine Line – Discussion/Decision – Airport Discussion
Discussion and decision to resolve concerns regarding County code and current Morgan County Airport hangar leases.

Jon Cannon, representing the Nine Line project, provided background on the Morgan County Airport, described recent investments and development in phase two, and addressed concerns about building-permit processing and future allowable uses under the lease. The Commission and legal counsel discussed lease interpretation, county code requirements, and the need to review FAA considerations before clarifying next steps. Both parties expressed willingness to meet and resolve outstanding issues.

No action was taken and no vote occurred on this item. The parties will continue coordinated communication to address and resolve the outstanding matters.

6. Kate Becker – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on affirming the following unsigned hangar leases:

- a. Hangar A-2 dated January 13th, 2021
- b. Hangar D-1 dated January 15th, 2013
- c. Hangar CC-2 & CC-3 dated October 5th, 2021
- d. Hangar DD-3 approved July 1st

Kate Becker (CAM) reported that four previously approved airport leases were never signed by the Commission Chair. She requested that the Commission formally affirm these leases so they may be executed. All leases have been signed by the required parties and only lack the Chair’s signature.

Commissioner Newton motioned to approve and affirm leases and approve the signature for Hangars A-2, D-1, CC-2, CC-3, and DD-3.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

7. Kate Becker – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on lease rate assumptions verses new assumptions requiring rates to match the current lease rate.

MORGAN COUNTY COMMISSION MEETING AGENDA

Kate Becker (CAM) explained that under current airport lease language, an assigned hangar lease carries forward the previous leaseholder's rate, including older rates that are significantly below current pricing.

Commissioner Newton moved to clarify that any assignment or assumption of an airport lease shall adopt the current lease rate.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

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

Discussion and decision on assignment and assumptions of hangar leases.

a. Hangar CC-4 Steven D Hooper to William S Dunn.

b. Hangar DD-3 Flight Mode Aviation, LLC to Flight Mode, LLC

Kate Becker (CAM) presented a transfer request for Hangar C-4 from Steven B. Hooper to William S. Dunn and noted the assignment documents will be updated to reflect the current lease rate. Commissioners also briefly discussed ongoing airport fee analysis, including potential residential and non-residential rate structures.

Commissioner Nickerson moved to approve the assignment and assumption of Hangar C-4 from Steven B. Hooper to William S. Dunn, with the lease rate updated to the current cost per square foot.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Nickerson moved to approve the assignment assumption of Hangar DD-3 Flight Mode Aviation, LLC to Flight Mode, LLC.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

9. Josh Cook – Discussion/Decision – County Planning & Zoning

WPR Phase 4 A.1 Upper Townhomes Site Plan and Small Subdivision Preliminary/Final Plat

Applications: A request for site plan and preliminary/final plat approval of six (6) townhome units, within three (3) separate buildings, identified by parcel number 00-0093-1362 and serial number 12-004-014-01-1-1-3, and is located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County.

Jeremy Lance presented the Wasatch Peaks Ranch Phase 4A.1 Upper Townhomes site plan for six units on 3.7 acres within the Resort Special District. He reported that all required site plan materials—including engineered plans, utility and grading plans, landscaping, parking, lighting, and building elevations—were submitted and reviewed by county staff, who recommended approval.

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**Commissioner Newton moved to approve Upper Townhomes Site Plan
Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

10. Josh Cook – Discussion/Decision – County Planning & Zoning

WPR Phase 6C & 6D Preliminary Plat Modification: A request for preliminary plat approval a subdivision of 18 lots, identified by parcel number 00-0093-1362 and serial number 12-004-014-01-1-1-3, and is located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County.

Jeremy Lance presented the Wasatch Peaks Ranch Phase 4A.1 Upper Townhomes site plan for six units on 3.7 acres within the Resort Special District. He reported that all required site plan materials—including engineered plans, utility and grading plans, landscaping, parking, lighting, and building elevations—were submitted and reviewed by county staff, who recommended approval.

Commissioner Newton moved to approve WPR phase 6C and 6D preliminary plat modifications.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

11. Josh Cook and Kent Page – Discussion/Decision – County Planning & Zoning

Shadow Creek Development Final Plat: A request for final plat approval a subdivision of 14 lots, identified by parcel numbers 00-0093-4182 & 00-0090-2565 and serial number 01-004-529-01-2-2-4, 01-004-523-06, and is located at approximately 145 S. Morgan Valley Drive in unincorporated Morgan County.

Josh Cook introduced Planning and Zoning's new Senior Planner Kent Page. **Kent Page** presented the final plat for the 14-lot Shadow Creek development. Staff confirmed it meets zoning requirements, and commissioners discussed floodplain areas.

Commissioner Nickerson moved to approve the Shadow Creek Development Final Plat

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

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

Howard & Kelly Rezone: Request to rezone property from A-20 (Agriculture) to RR-5 (Rural Residential five acre minimum) and reflect that change on the Future Land Use Map from Agriculture to Ranch Residential 5 completely. The property is identified by parcel number 00-0085-3971 and serial number 01-004-414-01 and is approximately located at 1300 W Island Road in unincorporated Morgan County.

Jeremy Lance presented a request to rezone a 26-acre parcel on Island Road from A-20 to RR-5, noting it aligns with nearby rural residential zoning and existing land-use patterns. Discussion focused on road maintenance history, access considerations, and map irregularities related to parcel boundaries.

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**Commissioner Blocker moved to go to Public Hearing
Seconded by Commissioner Newton**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

There was no Public Comment.

**Commissioner Newton moved to leave Public Hearing
Seconded by Commissioner Nickerson**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Newton moved to approve the Howard and Kelly rezone requests rezoning property from A-20 to RR-5, as indicated in the staff report.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

13. Josh Cook – Discussion/ Decision – County Planning & Zoning

Request to terminate the County's service agreement with Shums Coda and seek another firm.

Josh Cook explained that recent state law now requires counties to have three building inspection contractors on file. The RFP is being issued to meet this requirement, not to terminate the current agreement with Shums Coda. He noted that **Dustan Little** already meets all new state certifications for building officials. **Kate Becker (CAM)** added that the RFP is already posted and requested removal of the agenda item regarding contract termination.

Commissioner Newton moved that the Commission issue a Request for Proposals (RFP) for county planning and zoning services, specifically for a county service agreement for building inspector services, and that the Commission remove the agenda item referencing termination of the current agreement with Shums Coda. There is no intention of terminating that agreement at this time.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

14. Hon. Blaine Fackrell – Discussion/Decision – Morgan County Commission

Request to attend the 2026 Tourism Business Development Workshop April 22-23 in Kanab, UT hosted by the Utah office of Tourism focusing on agritourism, astrotourism, and the creative economy (film & cultural tourism) was approved on 3/18/2026; Now requesting hotel accommodations.

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**Commissioner Blocker moved to approve Commissioner Fackrell's hotel request.
Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

**15. Kate Becker – Discussion/Decision – Morgan County Administrative Manager
Discussion and decision on a change order to the election security bid, moving all the
condenser units to the roof and possibly replacing two.**

Discussion: Kate Becker (CAM) presented a change order for the election security project, explaining additional costs tied to relocating condenser units to the roof and the option to replace two aging units. Commissioners expressed concern about missed items in the original bid and noted other potential upcoming costs.

**Commissioner Vaugh Nickerson moved to table action item 15 to reassess the project at the next
commission meeting.**

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

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

Kate Becker introduced the discussion and decision on awarding the RFP for a Transportation Master Plan. She explained that LRB, which is preparing the county's impact fee plan and fee analysis, recommended using a specialized transportation firm for this work and would deduct that portion from their own contract if the county did so. Kate requested time to speak with LRB and the lowest bidder to review the scope and costs.

Commissioner Newton moved to postpone action item 16 until the next meeting.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

(F) Commissioner Comments:

Commissioner Blocker: Commissioner Blocker asked whether joining the Northern Utah Economic Alliance required a formal resolution and confirmed that documenting the decision in the meeting minutes would be sufficient. She also asked whether the alliance should be assigned to a portfolio and offered to oversee it under economic development. Additionally, she reported that McKay Hospital invited her to join its Community Relations Committee to help communicate Morgan County's health-related needs.

Commissioner Newton: Commissioner Newton reported that the Big Boy train would return on April 20 and noted a strong turnout for its previous visit despite inclement weather. He provided general updates and participated in discussions regarding setback clarification, event logistics, and potential transit considerations.

Commissioner Fackrell: Commissioner Fackrell reported on meetings with State Parks and the Division of Wildlife Resources regarding planned improvements at the East Canyon property. He described progress on boundary surveys, trail planning, NIKA course development, camping areas, OHV routes, and other

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recreational features. He also raised constituent concerns regarding setback requirements in rural zones and requested clarification.

Commissioner Nickerson: Commissioner Nickerson provided updates from the 910 property meetings, explaining anticipated policies on dog leash requirements, limited bicycle access due to conservation easements, trail use restrictions, fire-mitigation planning, and coordination with state agencies. He also encouraged the commission to consider broader recreation needs, particularly baseball and softball fields, as the county evaluates future facility planning.

Commission Chair Wilson: Commissioner Willson commented on recreation needs and expressed support for exploring solutions for baseball facilities. He reported ongoing work with the fire chief on a proposed fire sprinkler ordinance and encouraged commissioners to review the draft. He also stated that he had been approached about pursuing UTA transportation options for special-needs residents and offered to explore potential costs.

Public Meeting Adjourned at 7:45

Commissioner Nickerson moved to go to Closed Session for a discussion of an individual's character, professional competence, or physical or mental health.

VOTE:

- Commission Chair Wilson: Aye
 - Commissioner Newton: Aye
 - Commissioner Blocker: Aye
 - Commission Vice Chair Nickerson: Aye
 - Commissioner Fackrell: Aye
- The vote was unanimous. The motion passed

Closed Session Adjourned at 9:15

Commissioner Newton moved to end closed session

Commissioner Nickerson Seconded.

VOTE:

- Commission Chair Wilson: Aye
 - Commissioner Newton: Aye
 - Commissioner Blocker: Aye
 - Commission Vice Chair Nickerson: Aye
 - Commissioner Fackrell: Aye
- The vote was unanimous. The motion passed

APPROVED: _____ DATE: _____
Morgan County Commission Chair

ATTEST: _____ DATE: _____
Morgan County Deputy Clerk/Auditor

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 48 hours before the scheduled meeting.



Morgan County Commission Seeking Applications to serve on the Morgan County Rifle Range Advisory Committee

Applicant must be a resident of Morgan County. Applicants should submit a letter of interest to the Morgan County Administrative Manager at 48 W Young Street in Morgan, fill out the Online application or send an email to kbecker@morgancountyutah.gov. This is a Volunteer Position.

Duties include attending Board meetings, advise the Morgan County Commission on the following:

- Evaluating the current site for safety, noise impact, and fire risk.
- Developing a long-term plan for a modern shooting sports complex.
- Reviewing and recommending updates to range fees, scheduling priorities, and operational rules.
- Assisting in the coordination with the Utah Division of Wildlife Resources and other state agencies on range standards.

Terms are for four years. Meetings are scheduled based on the availability of Board members.

Letters of interest will be accepted until March 11th, 2026 or later if seats remain available for appointment.

For more information, call Kate Becker, Administrative Manager at 435-800-8724 or Commissioner Vaughn Nickerson at 385-350-1718.

FIRST AMENDMENT TO AIRPORT LEASE AGREEMENT

Morgan County, Utah

This First Amendment to Airport Lease Agreement ("Amendment") is made and entered into this 21st day of April, 2026 (the "Amendment Effective Date"), by and between:

The County: Morgan County ("the County") and

The Lessee: Dane Wilkinson ("The Lessee")

WITNESSETH:

WHEREAS, The County and The Lessee entered into that certain Airport Lease Agreement dated **August 10, 2006** (the "Original Lease"), for a 3600 square foot portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as **Hangar AA-3**; and

WHEREAS, the Original Lease stated in Section 2: Term & Rent, that annual adjustment for inflation would be based on the Consumer Price Index; and

WHEREAS, The County and The Lessee desire to clarify and set a fixed rate of increase for the remainder of the Term of the Lease as set forth herein.

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

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Original Lease.

2. Amendment to Term. Section Two ("Term & Rent") of the Original Lease is hereby amended to the following:

"The County equivalent to 15 cents per leasable square foot, defined as the building footprint, adjusted for inflation **by increasing the lease amount by two percent (2%) annually, compounded.** ~~via the Consumer Price Index (CPI). The annual escalation adjustment shall be an amount equal to the difference between the December Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 as published by the U.S. Bureau of Labor Statistics Division of Consumer Prices and Price Indexes for the current past year and the preceding past year. See <http://www.bls.gov/news.release/cpi.nr0.htm> for a current index. For example, on a 4,000sf lot parcel:~~

Base lease @ 15 cents per foot	\$600.00
CPI December current past year (2005)	170.05
CPI December preceding past year (2004)	168.25
Difference	1.80
Adjustment (\$600 x 1.80%)	10.80
2006 Annual Lease Adjusted for Inflation	\$610.80"

3. No Other Changes. Except as specifically set forth in this Amendment, all other terms, covenants, and conditions of the Original Lease shall remain in full force and effect.

4. Counterparts/Electronic Signature. This Amendment may be executed in counterparts, and electronic signatures (e.g., DocuSign) shall be deemed originals.

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

Date: _____

By: Morgan County Commission

Witness:

_____ Chair

Date:

By: Lessee

ASSIGNMENT AND ASSUMPTION OF LEASE
AND
MORGAN COUNTY CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of 04/12/2024 (the "**Effective Date**"), between Jerry A Goad ("**Assignor**"), and Eagle Industries, LLC ("**Assignee**") who agree as follows:

RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of 02/21/2018 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot BB-3 of the Morgan County Airport Master Plan (the "**Premises**") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

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

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

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

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

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

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

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

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

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

Assignor:

Jerry A Goad

305 Falls Lane
Oneida, TN 37841

Assignee:

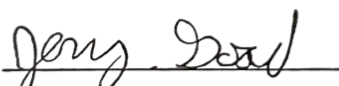
Eagle Industries, LLC

PO Box 572448
Murray, UT 84157
(801) 580-7000
eagle.storage@yahoo.com

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

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

Assignor:

By: 

Jerry A Goad

Assignee:

By: 

Paul Hicks

MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE

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

MORGAN COUNTY

By: _____

Dated: _____

Morgan County Commission Chair

APPROVED AS TO FORM

_____ Morgan County Attorney

Assignee: [PRIMARY CONTACT]

Assignee: [Additional Contact]

Paul Hicks

Eagle Industries,LLC
PO Box 572448
Murray, UT 84157

eagle.storage@yahoo.com

(801) 580-7000

Assignee: [Additional Contact]

Assignee: [Additional Contact]

Exhibit A

Airport Lease Agreement

(see attached)

Airport Lease Agreement
Morgan County, Utah
(March 6, 2012)

This agreement of Lease made as of ~~2-21-18~~ by Morgan County (The County) and

Jerry A. Goad (The Lessee) with a mailing address of:

1687 HOBBS PLAINS Rd

HUNTSVILLE UTAH 84317

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot **BB3** in Exhibit A attached hereto and incorporated herein by reference for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter I7 Airport Overlay Zone (AOZ) of the Morgan County Land Use Management Code, and under the following terms:

A. Lessee shall be allowed to store their aircraft following applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land (For commercial operations see Chapter 7 [Commercial Activities] of the Morgan County Airport Code [Ordinance]).

C. While it is the intention of The County to pursue additional airport improvements including a new taxiway, aprons and roads. The County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: The Lessee agrees to lease the premises for a term of 30 years with the first 2 years payable up front and pay an annual lease amount to The County equivalent to \$.15 cents per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually. Compounded. The lease fee must be paid between January 1st & January 31st of each calendar year.

If the original lease is signed after January 1st of the 1st year, then the Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease for that portion of the 1st year. The Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property including aircraft located on the leasehold premises at the airport. The Lessee agrees to provide The County with a list of all

aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with prior notice to The Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this lease for which the lease shall be terminated in accordance with Section 8 (A).

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

A. The Lessee's must sign a new lease agreement titled "Airport Lease Agreement Morgan County, Utah January, 2012", and, all buildings and major improvements must be commenced within one year from the date of the "2012" lease and be completely constructed within one year of commencement of construction and must be structurally sound and kept in good repair.

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

C. Lessee agrees at their own expense, to cause to be removed from the premises and from the airport, all waste, garbage, rubbish and agrees not to deposit same, except temporarily in connection with collection for removal, on any part of the premises or other County property constituting the Airport.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as Shown on Exhibit A attached, in order to accommodate Wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

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

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

4. SUBLETTING: The Lessee shall not assign this lease, or sublease the premises in its entirety without prior written approval of the County Council. The partial rental or sharing of the Lessee's hangar space with others, not a party to this lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hangar space by parties other than

the Lessee is still subject to and required to comply with all of the terms of this lease agreement, including the general liability insurance that is mandated in Section 5. All sections of this agreement must be complied with prior to any use of a hanger by the sub-lessee.

5. LIABILITY: The Lessee/sub-lessee shall indemnify and hold harmless The County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by the Lessee/sub-lessee at the airport. Part of the foregoing obligation of the Lessee/sub-lessee under this section shall be met by the Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at the Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to The County to cover the Lessee's/sub-lessee's liability by reason of its tortious conduct or that of any of its employees, agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. The Lessee/sub-lessee shall provide The County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to The County in the event of cancellation or material change of coverage. The Lessee/sub-lessee shall notify The County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered there under of which the Lessee/sub-lessee has knowledge,

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

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

8. TERMINATION: It is covenanted and agreed that:

A. If the lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this lease shall terminate.

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

9. OPTIONS TO EXTEND: The Lessee shall have the right to extend this lease for a further term of 30 years provided that the Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

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

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

11. EXECUTION: In witness thereof, The County and the Lessee have executed this lease.

Date: April 15, 2013

By: Morgan County Council

Witness: _____

Imad Kelley
Chair

Date: _____

By: Lessee

Witness: _____

[Signature]

Airport Lease Agreement
Morgan County, Utah
(Revised March 7, 2020)

This Airport Lease Agreement (this "Lease" is) made as of 01/01/2005 by Morgan County (the "County") and

Phillip & Jennifer Larson ("Lessee") with a mailing address of:

6958 North Robinson Lane

Mountain Green, UT 84050

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot AA-5 of the Airport Master Plan and approved changes, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 8-5H Airport Overlay Zone (AOZ) of the Morgan County Code, and under the following terms:

- A.** Lessee shall be allowed to store their aircraft following applicable state and federal regulations.
- B.** Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 8-5H-7 of the Morgan County Code).
- C.** While it is the intention of the County to pursue additional airport improvements including a new taxiway, aprons and roads, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to the County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1st & January 31st of each calendar year.

If the original lease is signed after January 1st of the 1st year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease fee for that portion of the 1st year. Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property, including aircraft located on the leasehold premises at the airport. Upon request by the County, Lessee agrees to provide the County

with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this Lease for which the lease shall be terminated in accordance with Section 8 (A).

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

A. All building construction and major improvements must be commenced within six months and be completed within two years from the date of this Lease. All hangar construction must be structurally sound and kept in good repair.

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

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

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan and approved changes, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

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

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

G. Lessee agrees to construct a hangar in accordance with the Airport Master Plan and approved changes, and Morgan County Code, section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the

height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. CC row hangars will be 50' wide by 55' deep. DD and EE row hangars will be 60' wide by 60' deep.

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

5. LIABILITY: Lessee/sub-lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by Lessee/sub-lessee at the airport. Part of the foregoing obligation of Lessee/sub-lessee under this section shall be met by Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's/sub-lessee's liability by reason of its conduct; or that of any of its employees agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. Lessee/sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee/sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee/sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

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

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

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

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

Date: _____

By: Morgan County Commission

Witness: _____

Chair

Date: _____

By: Lessee

Airport Lease Agreement

Morgan County, Utah

January 2008

This agreement of Lease made as of 10-1-09 by Morgan County (The County) and
CARL FAIRBORN (The Lessee) with a mailing address of:

6903 N. FRONTIER
MT. - 84050

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot AA-5 in Exhibit A attached hereto and incorporated herein by reference, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 17 Airport Overlay Zone (AOZ) of the Morgan County Land Use Management Code, and under the following terms:

- A. Lessee shall be allowed to store his/her aircraft following applicable state and federal regulations.
- B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land.
- C. While it is the intention of The County to pursue additional airport improvements including a new taxiway, aprons, and roads, The County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: The Lessee agrees to lease the premises for a term of 30 years and pay an annual lease amount to The County equivalent to 15 cents per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid in advance each year, on or before January 1, of each year.

If a lease is signed after January 1, then The Lessee will pay a pro-rated share (based on the percentage of the calendar year remaining) of the lease fee for the first year as the lease fee for that portion of the year. The Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property including aircraft located on the leasehold premises at the airport. The Lessee agrees to provide The County with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with prior notice to The Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this lease for which the lease shall be terminated in accordance with Section 8(A).

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

A. The Lessee's must sign a new lease agreement titled "Airport Lease Agreement Morgan County, Utah January 2008_", and, all buildings and major improvements must be commenced within one year from the date of the 2008 lease and be completely constructed within one year of commencement of construction and must be structurally sound, and kept in good repair.

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

C. The Lessee agrees at its own expense, to cause to be removed from the premises and from the airport, all waste, garbage, and rubbish, and agrees not to deposit same, except temporarily in connection with collection for removal, on any part of the premises or other County property constituting the Airport.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on Exhibit A attached, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

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

F. Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of The Lessee and The Lessee shall have the right to remove the same from the premises, within sixty days from the date of the termination of the lease. Any property not so removed within said sixty day period, shall become the property of The County to be disposed of in such a way as it may be deemed fit. In the event The Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

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

5. LIABILITY: The Lessee/sub-lessee shall indemnify and hold harmless The County, its employees and agents against any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of The Lessee on the demised premises, the roads, driveways or other public places used by The Lessee/sub-lessee at the airport. Part of the foregoing obligation of The Lessee/sub-lessee under this section shall be met by the Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at The Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to The County to cover The Lessee's/sub-lessee's liability by reason of its tortious conduct or that of any of its employees, agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name The County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. The Lessee/sub-lessee shall provide The County with a Certificate of Insurance satisfactory to The County of all such insurance, and the Certificate shall provide for a ten-day written notice to The County in the event of cancellation or material change of coverage. The Lessee/sub-lessee shall notify The County in writing, as soon as practicable, of any claim, demand or action arising out of any occurrence covered there under of which The Lessee/sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

A. If The Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof this lease shall terminate.

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

9. OPTIONS TO EXTEND: The Lessee shall have the right to extend this lease for a further term of 30 years provided that The Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term, The Lessee shall notify The Lessor in writing of its election to lease the demised premises for an additional term.

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

11. EXECUTION: In witness thereof, The County and The Lessee have executed this lease.

Date: 10-6-09

Witness: *Verona Lake*

By: Morgan County Council

[Signature]
Chair

Date: 10-1-09

Witness: *Cathy [Signature]*

By: Lessee

[Signature]

Airport Lease Agreement
Morgan County, Utah
(Revised March 7, 2020)

This Airport Lease Agreement (this "Lease" is) made as of 01/01/2019 by Morgan County (the "County") and

Doug Compton ("Lessee") with a mailing address of:

4217 Iris Avenue

Mountain Green, UT 84050

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot AA-7 of the Airport Master Plan and approved changes, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 8-5H Airport Overlay Zone (AOZ) of the Morgan County Code, and under the following terms:

- A.** Lessee shall be allowed to store their aircraft following applicable state and federal regulations.
- B.** Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 8-5H-7 of the Morgan County Code).
- C.** While it is the intention of the County to pursue additional airport improvements including a new taxiway, aprons and roads, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to the County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1st & January 31st of each calendar year.

If the original lease is signed after January 1st of the 1st year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease fee for that portion of the 1st year. Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property, including aircraft located on the leasehold premises at the airport. Upon request by the County, Lessee agrees to provide the County

with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this Lease for which the lease shall be terminated in accordance with Section 8 (A).

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

A. All building construction and major improvements must be commenced within six months and be completed within two years from the date of this Lease. All hangar construction must be structurally sound and kept in good repair.

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

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

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan and approved changes, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

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

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

G. Lessee agrees to construct a hangar in accordance with the Airport Master Plan and approved changes, and Morgan County Code, section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the

height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. CC row hangars will be 50' wide by 55' deep. DD and EE row hangars will be 60' wide by 60' deep.

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

5. LIABILITY: Lessee/sub-lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by Lessee/sub-lessee at the airport. Part of the foregoing obligation of Lessee/sub-lessee under this section shall be met by Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's/sub-lessee's liability by reason of its conduct; or that of any of its employees agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. Lessee/sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee/sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee/sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

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

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

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

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

Date: _____

By: Morgan County Commission

Witness: _____

Chair

Date: 4/15/2026 _____

By: Lessee

DocuSigned by:
JOHN D COMPTON
895708C7CDE348A...

Certificate Of Completion

Envelope Id: 64C038FC-6188-84EB-8241-32D4DE742882

Status: Completed

Subject: Complete with Docusign: AA7.pdf

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 0

Kate Becker

AutoNav: Enabled

, UT 84050

Envelopeld Stamping: Enabled

kbecker@morgancountyutah.gov

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 38.109.171.19

Record Tracking

Status: Original

Holder: Kate Becker

Location: DocuSign

4/15/2026 11:24:06 AM

kbecker@morgancountyutah.gov

Signer Events

JOHN D COMPTON

piperbernie@gmail.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

895708C7CDE348A...

Signature Adoption: Pre-selected Style

Using IP Address: 66.182.68.215

Signed using mobile

Timestamp

Sent: 4/15/2026 11:25:53 AM

Viewed: 4/15/2026 11:26:48 AM

Signed: 4/15/2026 11:32:52 AM

Electronic Record and Signature Disclosure:

Accepted: 4/15/2026 11:26:48 AM

ID: 9cc1f3b0-777f-4262-97e9-39dc3a888cbe

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2026 11:25:53 AM
Certified Delivered	Security Checked	4/15/2026 11:26:48 AM
Signing Complete	Security Checked	4/15/2026 11:32:52 AM
Completed	Security Checked	4/15/2026 11:32:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Airport Lease Agreement

Morgan County, Utah

January 2008

This agreement of Lease made as of 8/19/9 by Morgan County (The County) and Paul T. LaBorde (The Lessee) with a mailing address of:

PO Box 806
Morgan, UT 84050

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot AA 7 in Exhibit A attached hereto and incorporated herein by reference, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 17 Airport Overlay Zone (AOZ) of the Morgan County Land Use Management Code, and under the following terms:

- A. Lessee shall be allowed to store his/her aircraft following applicable state and federal regulations.
- B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land.
- C. While it is the intention of The County to pursue additional airport improvements including a new taxiway, aprons, and roads, The County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: The Lessee agrees to lease the premises for a term of 30 years and pay an annual lease amount to The County equivalent to 15 cents per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid in advance each year, on or before January 1, of each year.

If a lease is signed after January 1, then The Lessee will pay a pro-rated share (based on the percentage of the calendar year remaining) of the lease fee for the first year as the lease fee for that portion of the year. The Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property including aircraft located on the leasehold premises at the airport. The Lessee agrees to provide The County with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with prior notice to The Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this lease for which the lease shall be terminated in accordance with Section 8(A).

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

A. The Lessee's must sign a new lease agreement titled "Airport Lease Agreement Morgan County, Utah January 2008_", and, all buildings and major improvements must be commenced within one year from the date of the 2008 lease and be completely constructed within one year of commencement of construction and must be structurally sound, and kept in good repair.

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

C. The Lessee agrees at its own expense, to cause to be removed from the premises and from the airport, all waste, garbage, and rubbish, and agrees not to deposit same, except temporarily in connection with collection for removal, on any part of the premises or other County property constituting the Airport.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on Exhibit A attached, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

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

F. Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of The Lessee and The Lessee shall have the right to remove the same from the premises, within sixty days from the date of the termination of the lease. Any property not so removed within said sixty day period, shall become the property of The County to be disposed of in such a way as it may be deemed fit. In the event The Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

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

5. LIABILITY: The Lessee/sub-lessee shall indemnify and hold harmless The County, its employees and agents against any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of The Lessee on the demised premises, the roads, driveways or other public places used by The Lessee/sub-lessee at the airport. Part of the foregoing obligation of The Lessee/sub-lessee under this section shall be met by the Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at The Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to The County to cover The Lessee's/sub-lessee's liability by reason of its tortuous conduct or that of any of its employees, agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name The County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. The Lessee/sub-lessee shall provide The County with a Certificate of Insurance satisfactory to The County of all such insurance, and the Certificate shall provide for a ten-day written notice to The County in the event of cancellation or material change of coverage. The Lessee/sub-lessee shall notify The County in writing, as soon as practicable, of any claim, demand or action arising out of any occurrence covered there under of which The Lessee/sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

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

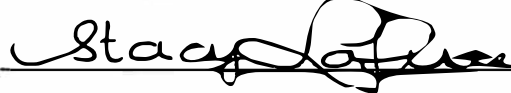
9. OPTIONS TO EXTEND: The Lessee shall have the right to extend this lease for a further term of 30 years provided that The Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term, The Lessee shall notify The Lessor in writing of its election to lease the demised premises for an additional term.

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

11. EXECUTION: In witness thereof, The County and The Lessee have executed this lease.


Date: 8.25.09

Witness: 

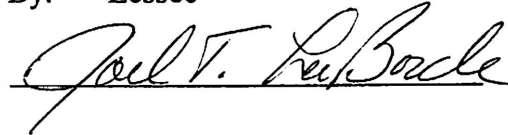
By: Morgan County Council


Chair

Date: 8/19/9

Witness: 

By: Lessee



Airport Lease Agreement
Morgan County, Utah
(Revised March 7, 2020)

This Airport Lease Agreement (this "Lease" is) made as of 01/01/2016 by Morgan County (the "County") and

Kaysville Flyers, LLC ("Lessee") with a mailing address of:

638 N Elias Road

Kaysville, UT 84037

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot D 3 of the Airport Master Plan and approved changes, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 8-5H Airport Overlay Zone (AOZ) of the Morgan County Code, and under the following terms:

- A.** Lessee shall be allowed to store their aircraft following applicable state and federal regulations.
- B.** Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 8-5H-7 of the Morgan County Code).
- C.** While it is the intention of the County to pursue additional airport improvements including a new taxiway, aprons and roads, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to the County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1st & January 31st of each calendar year.

If the original lease is signed after January 1st of the 1st year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease fee for that portion of the 1st year. Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property, including aircraft located on the leasehold premises at the airport. Upon request by the County, Lessee agrees to provide the County

with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this Lease for which the lease shall be terminated in accordance with Section 8 (A).

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

A. All building construction and major improvements must be commenced within six months and be completed within two years from the date of this Lease. All hangar construction must be structurally sound and kept in good repair.

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

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

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan and approved changes, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

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

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

G. Lessee agrees to construct a hangar in accordance with the Airport Master Plan and approved changes, and Morgan County Code, section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the

height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. CC row hangars will be 50' wide by 55' deep. DD and EE row hangars will be 60' wide by 60' deep.

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

5. LIABILITY: Lessee/sub-lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by Lessee/sub-lessee at the airport. Part of the foregoing obligation of Lessee/sub-lessee under this section shall be met by Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's/sub-lessee's liability by reason of its conduct; or that of any of its employees agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. Lessee/sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee/sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee/sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

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

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

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

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

Date: _____

By: Morgan County Commission

Witness: _____

Chair

Date: _____

By: Lessee

Airport Lease Agreement
Morgan County, Utah
(Revised March 7, 2020)

This Airport Lease Agreement (this "Lease" is) made as of 01/01/2016 by Morgan County (the "County") and

Gene Peterson ("Lessee") with a mailing address of:

5837 Uintah

Morgan, UT 84050

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot J1 of the Airport Master Plan and approved changes, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 8-5H Airport Overlay Zone (AOZ) of the Morgan County Code, and under the following terms:

- A. Lessee shall be allowed to store their aircraft following applicable state and federal regulations.
- B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 8-5H-7 of the Morgan County Code).
- C. While it is the intention of the County to pursue additional airport improvements including a new taxiway, aprons and roads, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to the County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1st & January 31st of each calendar year.

If the original lease is signed after January 1st of the 1st year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease fee for that portion of the 1st year. Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property, including aircraft located on the leasehold premises at the airport. Upon request by the County, Lessee agrees to provide the County

with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this Lease for which the lease shall be terminated in accordance with Section 8 (A).

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

A. All building construction and major improvements must be commenced within six months and be completed within two years from the date of this Lease. All hangar construction must be structurally sound and kept in good repair.

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

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

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan and approved changes, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

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

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

G. Lessee agrees to construct a hangar in accordance with the Airport Master Plan and approved changes, and Morgan County Code, section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the

height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. CC row hangars will be 50' wide by 55' deep. DD and EE row hangars will be 60' wide by 60' deep.

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

5. LIABILITY: Lessee/sub-lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by Lessee/sub-lessee at the airport. Part of the foregoing obligation of Lessee/sub-lessee under this section shall be met by Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's/sub-lessee's liability by reason of its conduct; or that of any of its employees agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. Lessee/sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee/sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee/sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

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

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

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

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

Date: _____

By: Morgan County Commission

Witness: _____

Chair

Date: _____

By: Lessee

Witness: _____

Resolution CR 26-22

A RESOLUTION OF THE MORGAN COUNTY COMMISSION ESTABLISHING AND ADOPTING THE OFFICIAL COUNTY LOGO AND DEPARTMENT-SPECIFIC BRANDING STANDARDS.

WHEREAS, the Morgan County Commission ("Commission") serves as the legislative body for Morgan County, Utah, and is responsible for the professional representation and administration of county services; and

WHEREAS, the Commission has determined that a clear and unified visual identity is in the best interest of the health, safety, and welfare of the inhabitants of Morgan County to ensure transparency and professionalism in government communications; and

WHEREAS, a standardized logo system allows for immediate public recognition of official county departments and programs.

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

1. **Adoption of the Official Logo:** The official County of Morgan logo, as presented to the Commission and attached hereto as Exhibit A, is hereby adopted as the primary visual symbol of Morgan County government.
2. **Usage by Departments:** All departments, offices, and agencies under the direction of the County Commission are directed to use the Official Logo for all official purposes, including but not limited to, letterheads, business cards, websites, uniforms, and vehicles.
3. **Departmental Variations:** Departments may use a standardized variation of the Official Logo, which includes the primary Official Logo followed by the specific department name (e.g., "Morgan County Sheriff," "Morgan County Assessor," "Morgan County Clerk/Auditor") as approved by the County Commission or designee.
4. **Restrictions on Use:** The Official Logo, or any colorable imitation thereof, shall not be used by any non-County entity without prior written authorization from the Morgan County Commission. The Official Logo shall not be used in a manner that implies false sponsorship or endorsement. Unauthorized modification, facsimile, or reproduction of these logos is prohibited.
5. **Establishment of Departmental Sub-Logos:** To ensure consistency across all branches of local government, official department-specific logos are hereby established. These sub-logos shall consist of the primary County logo paired with the official name of the respective department. These include, but are not limited to:
 - (a) **Morgan County Fire & EMS** [Exhibit B]
 - (b) **Morgan County Library** [Exhibit C]
 - (c) **Tourism: Explore Morgan Valley** [Exhibit D]

6. **Effective Date:** This Resolution shall take effect immediately upon its passage and approval by the County Commission.

PASSED AND ADOPTED by the County Commission of Morgan, Utah, this 21st day of April 2026.

MORGAN COUNTY COMMISSION

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

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

“Exhibit A”



“Exhibit C”



“Exhibit B”



“Exhibit D”



Allowable in White, Black, Yellow, Red, Light Green, or Green

Kate Becker

From: Erica White
Sent: Tuesday, April 14, 2026 10:26 AM
To: Kate Becker; Brad Wilkes
Subject: Travel Request

Kate,

I would like to request permission to travel to Orlando Florida for the EMS World Expo Conference. This request is for myself and for volunteer EMT and Captain Karen Davis.

The EMS World Expo Conference is the largest gathering of EMS professionals in the world, with over 200 sessions across 9 different learning tracks, 300+ exhibitors and 7000+ EMS professionals. There is so much to learn and see with a mix of hands-on skill training and classroom lecture style learning. I have attended 2 other times in the past, and each time have brought back multiple things that I have been able to teach the EMTs of Morgan County and we have used the knowledge to better the care to the citizens of this county. I have also found products at the EXPO while interacting with vendors that I would not have known existed otherwise, 3 of these products in particular we have since purchased and use on a regular basis to protect the backs of our EMT's, provide safer transport for our patients both pediatric and adult, and provide faster and more secure access to give medications to those in critical need/cardiac arrest. I fully believe that attending this conference again will lead to furthering my education and the education of all the EMTs at Morgan County Fire/EMS and perhaps identify better products/supplies for the department as well.

Karen and I both will use what we learn to lead future trainings at the station and pass on the knowledge gained.

The dates of travel for the conference are September 27-October 3rd. Preconference courses take place on Monday and Tuesday the 28th and 29th with the regular conference occurring the morning of September 30th through the evening of October 2nd.

Cost breakdown

Conference for 2 with preconference courses ~\$1200

Airfare for 2 ~\$500/person

Hotel for 2 ~\$1700

Car rental ~\$500

Total cost ~\$3900

This cost is within the budget we have for EMS Travel/Training

Erica White RN AEMT

EMS Director/Deputy Chief

Morgan County Emergency Manager

Morgan County Fire Department

41 N State Street

Morgan, UT 84050

801-529-2874



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: 4/21/26 Time Requested: _____
Name: Leslie A. Hyde Clerk/Auditor Phone: _____
Address: 48 W Young Street Morgan UT 84050
Email: lh Hyde@morgancountyutah.gov Fax: _____
Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

2025 Fraud Risk Assessment

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓



Fraud Risk Assessment

Refer to the Implementation Guide for more detailed explanations of concepts and criteria. See resources.auditor.utah.gov/s/article/Fraud-Risk-Assessment-Implementation-Guide

To complete the assessment, identify or obtain the following:

1. Name of the Board/Council Chair Matthew Wilson
2. Name of the Clerk/Finance Officer Leslie A. Hyde
3. Name of the Treasurer Kimberly Harrison
4. Copies of credit/purchasing card statements, payments and supporting documentation.
5. Copies of bank reconciliations for all bank accounts and related bank statements.
6. Copies of the following policies if they existed during the assessment period:
 - a. Conflict of Interest
 - b. Procurement
 - c. Ethical Behavior
 - d. Reporting fraud and abuse
 - e. Travel
 - f. Credit/Purchasing Cards
 - g. Personal use of entity assets
 - h. IT and computer security
 - i. Cash receipting and deposits
7. Copy of the CPA's license, if there is a CPA who is a member of the staff. Provide the contract for a contract accountant who is a CPA. Do not provide the independent auditor's CPA license. The independent auditor is not management.
8. Copy of the diploma if a member of the staff has a bachelor's degree in accounting (not required if documentation was provided for number 7 above).
9. Copies of the commitment to ethical behavior by the officials/officers of the entity.
10. Copies of the training certificate for the Office of the State Auditor board member training completed during the last 4 years.
11. Documentation (certificates, agendas, etc.) demonstrating that a member of the management team had at least 40 hours of financial training during the last year.
12. Copy of the internal audit plan for the assessment period.
13. Name of the internal auditor and a list of duties. If contractually performed, provide a copy of the contract.
14. Copies of any internal audit reports issued during the assessment period or last year, whichever is longer.
15. Copy of the audit committee charter.
16. A list of audit committee members during the assessment period.
17. Minutes or agendas for audit committee meetings. If meetings are confidential, a list of action items from those meetings will suffice.

Fraud Risk Assessment

Continued

*Total Points Earned: 315 /395 *Risk Level: Very Low > 355 Low 316-355 Moderate 276-315 High 200-275 Very High < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Morgan County

*Completed for Fiscal Year Ending: 2025 *Completion Date: April 21, 2026

*CAO Name: _____ *CFO Name: Leslie A. Hyde

*CAO Signature: _____ *CFO Signature: Leslie A. Hyde

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control



Morgan County Commission

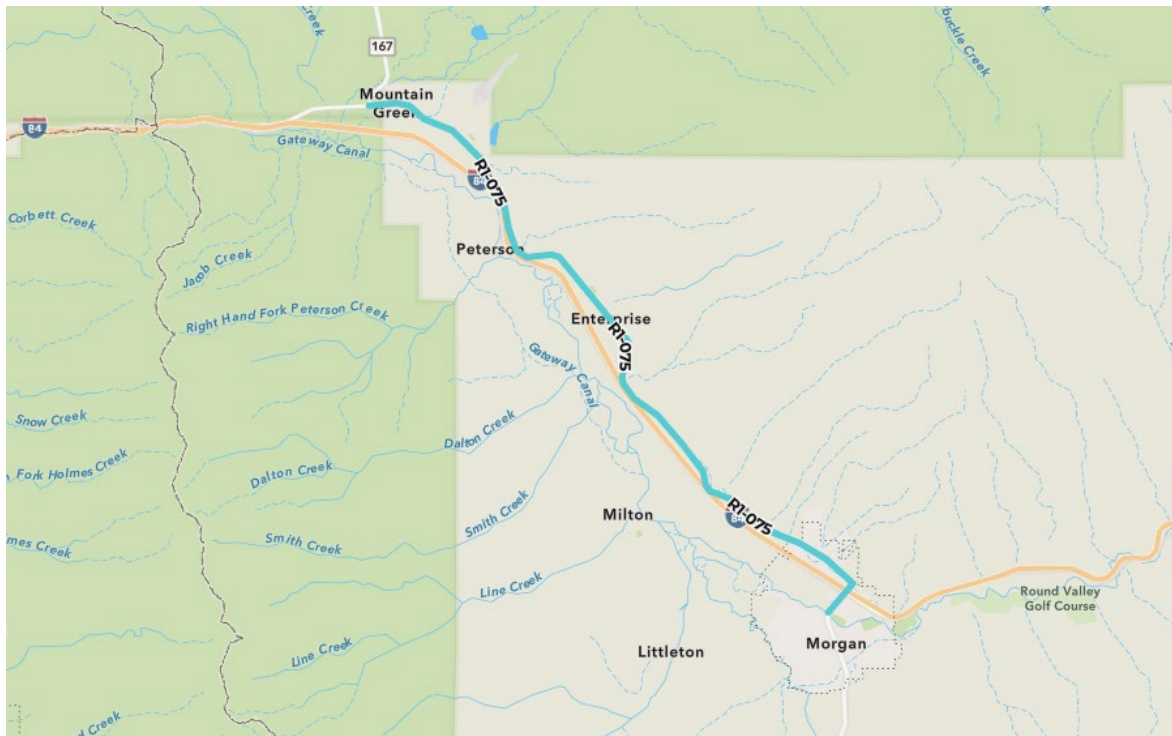
48 West Young St.
P.O. Box 886
Morgan Utah 84050

Date: April 21, 2026

Utah Trails Network Local Agency Trail Charter - Project Support (Study)

To whom it may concern:

On March 31st, 2026 the UDOT Trails Division presented a plan to initiate a feasibility study as part of the Utah Trail Network program with [Morgan County & Morgan City]. This project; SR-167 Mountain Green to Morgal Trail Gap (study), will fund a feasibility study evaluating a potential paved trail/shared-use-path along from Mountain Green to Morgan City, as depicted in the image below. This letter signifies support from Morgan County regarding the above mentioned project proposed by UDOT.



(Note: Project extents are preliminary and may change during the design phase of the project)

Morgan County is aware of and supports this project, and is committed to acting as an active partner in delivering this project for its residents and other local active transportation users.

Morgan County Commission
48 W Young St, Box 886
Morgan, UT 84050
commission@morgancountyutah.gov

Sincerely,

Matthew Wilson
Morgan County Commission Chair

CC: Morgan County Attorney's Office

Kate Becker

From: Deb Prince
Sent: Tuesday, March 31, 2026 10:05 AM
To: Kate Becker
Subject: UDOT Utah Trail Network - SR-167; Mountain Green to Morgan Trail Gap (Study)
Project Recommended for Funding

Congratulations! Based on its alignment with the Utah Trail Network's Master Plan and its priority and regional significance to the statewide network, the following project is recommended for UDOT Utah Trail Network programming/funding during this year's Statewide Transportation Improvement Program (STIP) cycle. The Trails Division will present this project for review and final funding approval by the Utah Transportation Commission at the June meeting.

SR-167; Mountain Green to Morgan Trail Gap (Study)

We would like to set up a virtual meeting to discuss next steps in this process and other project details, including:

- Local Government Agreements
- Maintenance
- Funding allocations
- General schedule and timelines
- Roles and responsibilities

Thank you in advance for your time; we look forward to discussing this project with you.

--



Deb Prince
Administrative Support Professional
Utah Department of Transportation
4501 South 2700 West • Taylorsville, UT 84129



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!

Asbestos and Lead-Based Paint: Regulatory Compliance for County Facilities

Presented by: Utah Division of Air Quality (DAQ)

Section: ATLAS (Air Toxics, Lead & Asbestos Section)

Date: April 21, 2026

Discussion Topics

- **Introduction:** Who we are and what we do.
- **The Basics:** Asbestos and Lead-Based Paint (LBP).
- **Rules & Regulations:** Federal vs. State requirements.
- **Requirements:** Critical steps before renovation or demolition.
- **Common Issues:** Case studies and pitfalls.
- **Summary & Objectives:** Ensuring county safety and legal compliance.

Objectives

- **Describe:** Our role in public health and environmental safety.
- **Explain:** Health effects and safety protocols for hazardous materials.
- **Navigate:** Federal NESHAP/AHERA regulations and Utah State Rules.
- **Define:** Key terminology and certification requirements.
- **Guide:** The application process and regulatory hurdles prior to work.
- **Identify:** How to recognize potential hazards in county infrastructure.

Introduction: Utah DEQ & DAQ ATLAS

The **Division of Air Quality (DAQ)**, under the Utah Department of Environmental Quality, operates the **ATLAS Section** (Air Toxics, Lead & Asbestos).

What We Do:

- **Regulate:** Oversee the demolition, asbestos abatement, and renovation industry.
- **Assist:** Provide compliance assistance to local governments and contractors.
- **Inspect:** Conduct field inspections to ensure safety standards are met.
- **Protect:** Shield the public, workers, and families from hazardous exposure.

Health & Safety: Exposure and Effects

How does it get into you?

Inhalation and ingestion are the primary pathways. Disturbing these materials releases microscopic fibers (asbestos) or toxic dust (lead).

Material	Primary Health Concerns
Asbestos	Mesothelioma, Lung Cancer, Asbestosis. No "safe" level of exposure.
Lead-Based Paint	Neurological damage (especially in children), kidney damage, high blood pressure.

Note: Asbestos is still legally sold and installed in certain products today. Lead-based paint was banned for residential use in **1978**, but remains prevalent in older public buildings.

Federal Regulations & State Rules

We administer both Federal and State mandates. **Utah has delegated authority** to enforce these rules.

- **Federal:**
 - **NESHAP** (National Emission Standards for Hazardous Air Pollutants - 1973)
 - **ASHERA** (Asbestos Hazard Emergency Response Act - 1986)
 - **State:**
 - **Utah Asbestos Rule (UAC R307-801):** Enacted to manage abatement and renovations.
 - **Utah Lead-Based Paint Rule (UAC R307-840/841/842):** Aligns with EPA RRP rules.
-

Requirements Prior to Work (Asbestos)

The "**Guilty Until Proven Innocent**" Rule: All materials are assumed to contain asbestos unless a certified inspection proves otherwise.

- **Inspection Required:** Must be done for **all** years of construction for renovations and demolitions.
- **Thresholds for Regulated Abatement:**
 - **State (UAR):** >3 linear feet or 3 square feet.
 - **Federal (NESHAP):** > 260 linear feet or 160 square feet or 35 cubic feet.

Requirements Prior to Work (Lead-Based Paint)

Testing is required for renovations in structures built **pre-1978** (specifically child-occupied facilities and homes, though best practice for all county buildings).

- **Interior:** Affecting > 6 sq. ft.
- **Exterior:** Affecting > 20 sq. ft.
- **RRP Rule:** Renovation, Repair, and Painting requires "Lead-Safe Work Practices."

Terminology & Definitions

- **Demolition:** The wrecking, salvage, or removal of any **load-supporting structural member**.
 - **Friable:** Material that, when dry, can be crumbled or reduced to powder by hand pressure.
 - **RACM:** Regulated Asbestos-Containing Material (Friable).
 - **Category I Non-Friable:** Packings, gaskets, floor tile, asphalt roofing.
 - **Category II Non-Friable:** Any non-friable ACM not in Category I.
 - **Point Counting:** Required to prove a material is < 1% asbestos if initial tests show 1%-10%.
-

Training & Certification Requirements

Any individual or company performing work must be **Utah Certified**.

1. **Inspector:** Performs the survey and writes the report (3-day training).
2. **Abatement Worker/Supervisor:** Handles the actual removal (4-5 day training).
3. **Project Designer:** Required for complex disturbances of ACM.
4. **Renovator (LBP):** Must be lead-safe certified for RRP work.

The Ideal Application Process

For the Morgan County Courthouse or any county-owned facility:

1. **Asbestos Inspection:** Hire a certified inspector.
2. **LBP Testing:** Utilize XRF or Lead Check Swabs.
3. **Abatement (if needed):** Hire certified contractors.
4. **Notification:** Submit the **Demolition/Abatement Notification Form** to DAQ **10 working days** prior to start.
5. **Wait Period:** Observe the 10-day "holding" period before any hammers swing.
6. **Hard Dates:** Start and end dates are binding; revisions must be submitted *before* the original start date.

Summary for Commissioners

- **Compliance is mandatory:** DAQ rules apply to all county-owned structures regardless of age.
- **Independent Jurisdictions:** Satisfying a city permit does **not** satisfy State/Federal DAQ requirements.
- **Liability:** Failure to inspect or notify can result in significant fines and health risks to county employees.

RESOLUTION CR 26-21

A RESOLUTION OF THE MORGAN COUNTY COMMISSION TO APPROVE THE DONATION OF \$420 TO THE MORGAN COUNTY HIGH SCHOOL CHEERLEADERS FOR PURCHASE OF FLAGS.

WHEREAS, the Morgan High Cheerleaders have requested donation funds for the purchase of 12 American Flags and a cost of \$35 per Flag, and

WHEREAS, said Flags shall be displayed throughout the Community on six observed flag holidays as well as the date of the general election, and

WHEREAS, the Morgan High Cheerleaders shall be the persons responsible for displaying, maintaining, and storing of said Flags as a Community Service Project.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission hereby approves the donation of \$420 made payable to Morgan High School P.O. Box 917 Morgan, UT 84050 out of Budget Line 10-4150-610-000 [Non-Departmental: Donations].

PASSED AND ADOPTED this 21st day of April 2026.

ATTEST:

MORGAN COUNTY COMMISSION:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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



County Commission Agenda Request Form

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

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

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

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

commission Meeting Date: 04/07/2026 Time Requested: 20:00 Min
Name: Bret Heiner Phone: 801-821-1475
Address: 380 No Industrial Dr Morgan Ut 84050
Email: bheiner@morgancountyutah.gov Fax: 801-845-4046
Associated County Department: Public Works

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

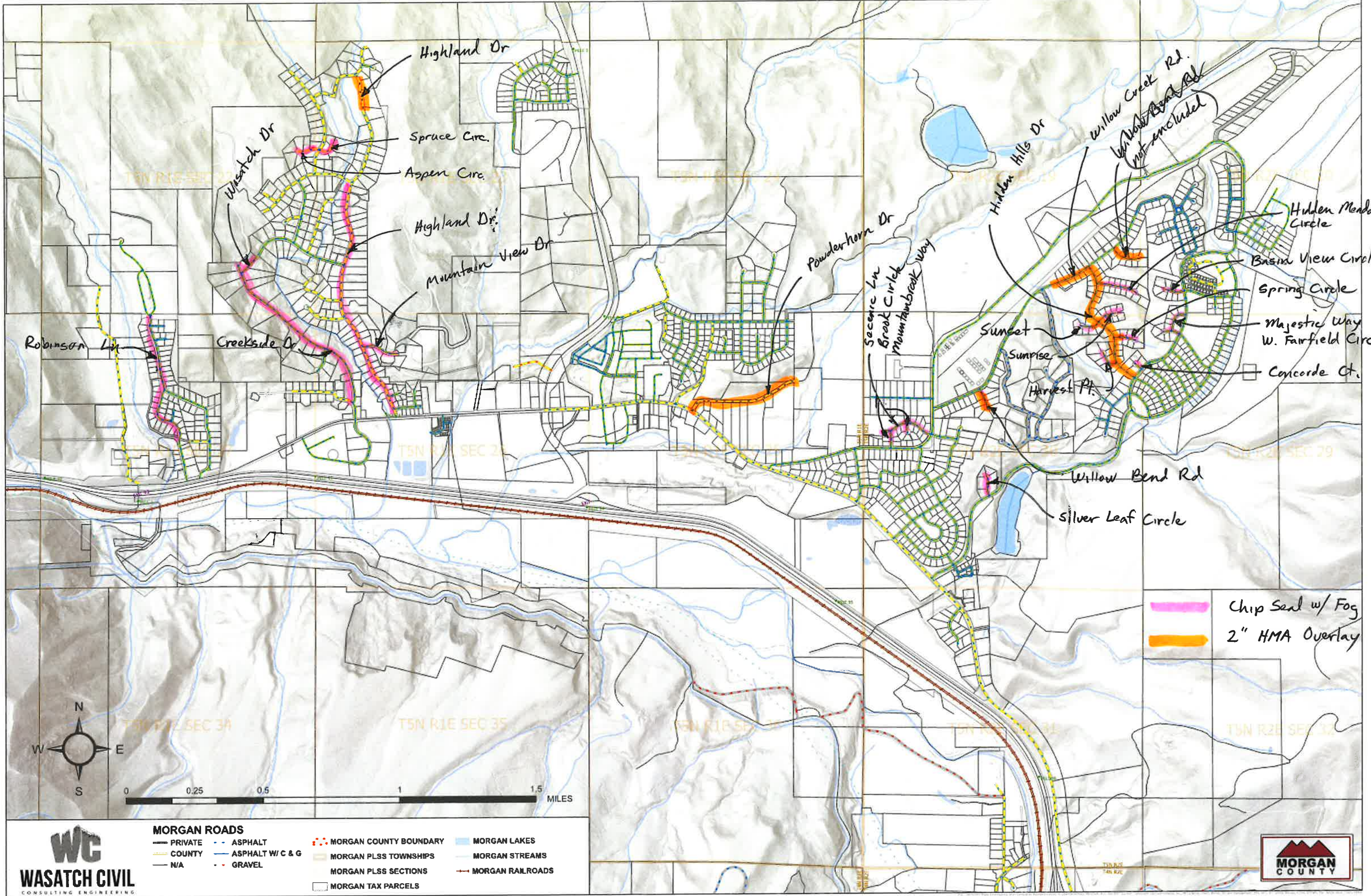
2026 Road Projects .

Funding Source 19-4400-340-000 370,000.00
Total 656,543.06
Funding Source 20-4400-300-000 286,543.06

WILL YOUR AGENDA ITEM BE FOR:

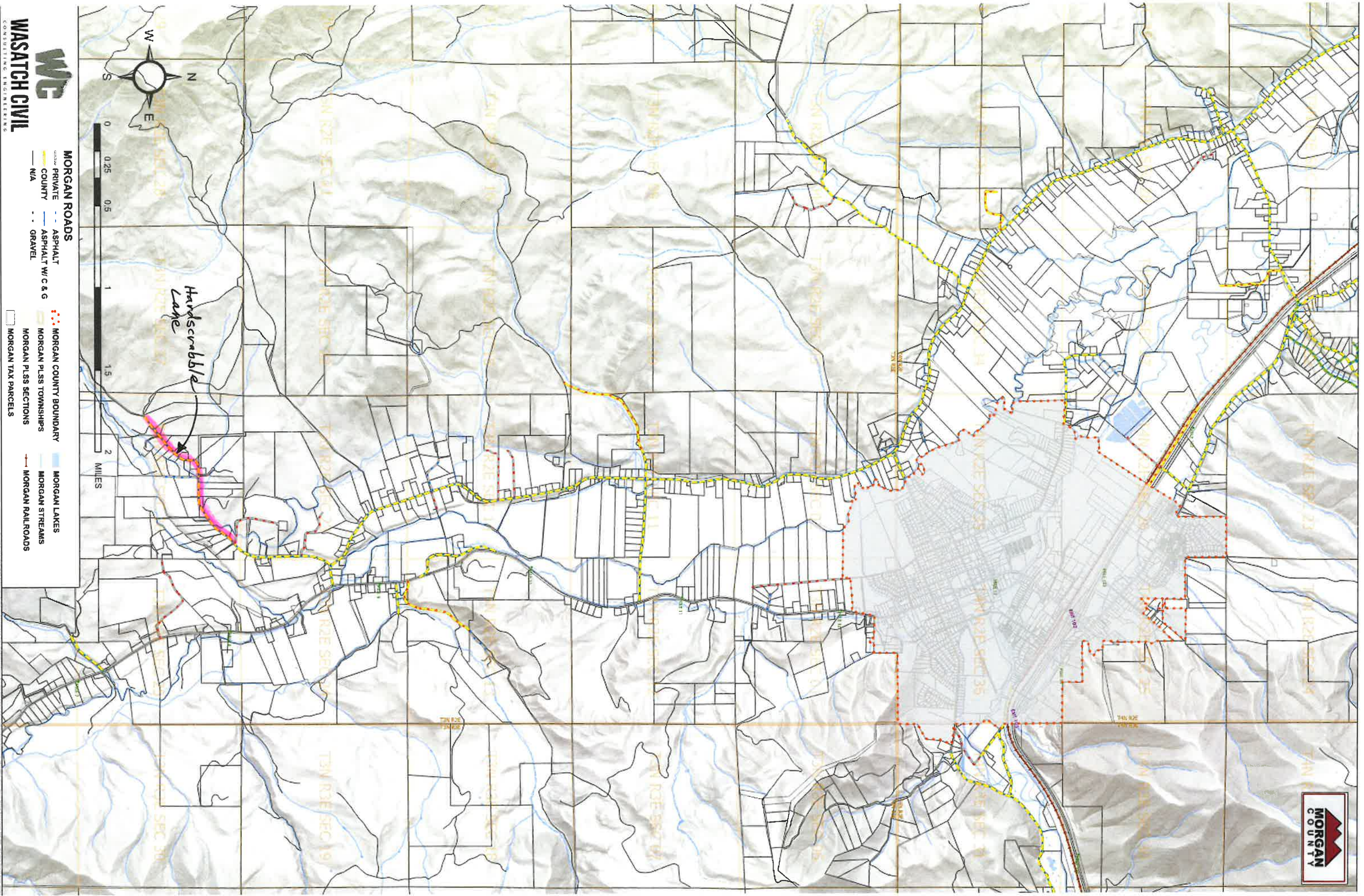
DISCUSSION
DECISION
BOTH x
INFORMATION ONLY

x

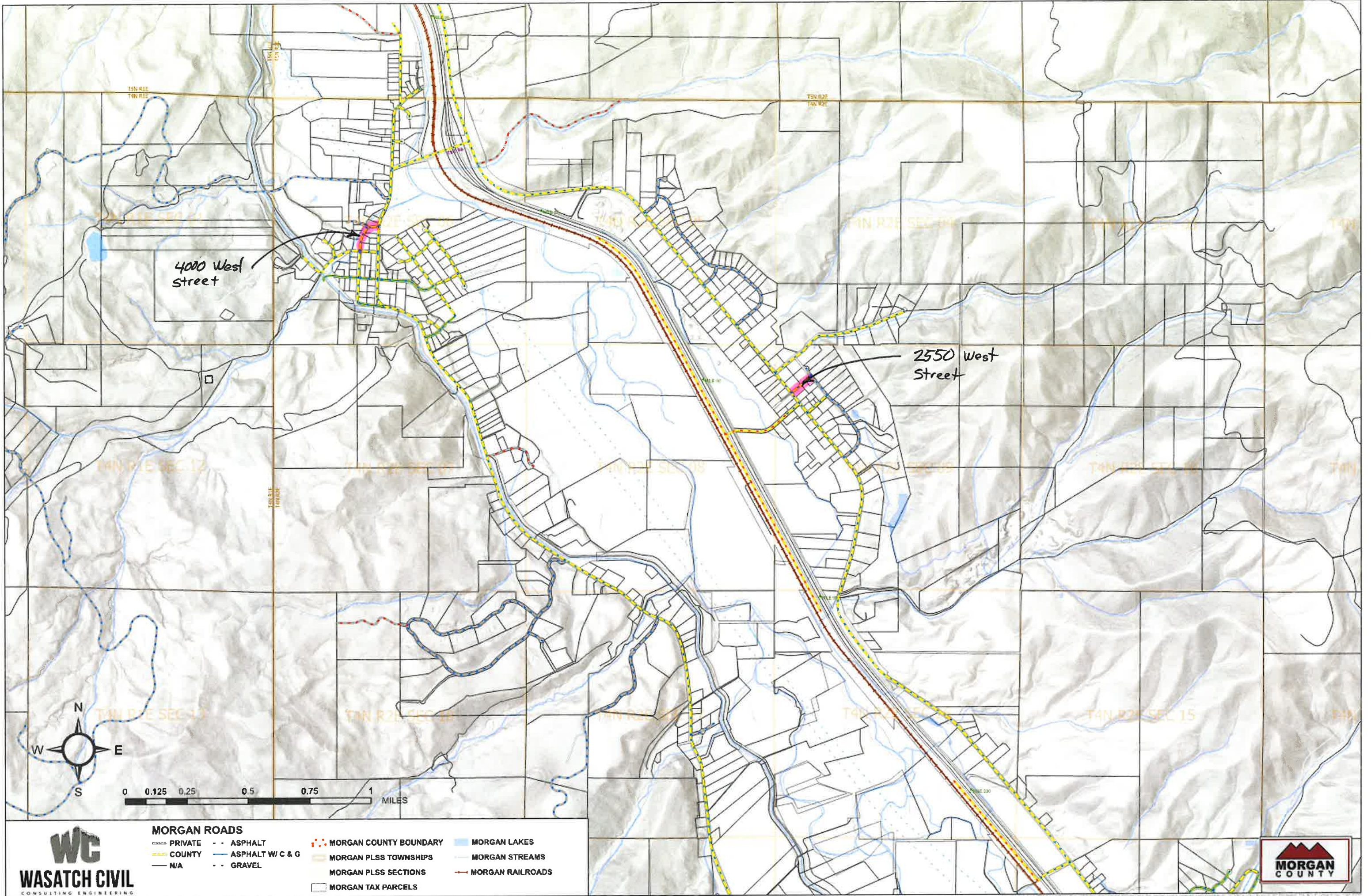


MORGAN ROADS		MORGAN LAKES	
— PRIVATE	- - ASPHALT	MORGAN LAKES	MORGAN STREAMS
— COUNTY	- - ASPHALT W/ C & G	MORGAN PLSS TOWNSHIPS	MORGAN RAILROADS
— N/A	- - GRAVEL	MORGAN PLSS SECTIONS	MORGAN TAX PARCELS
		MORGAN COUNTY BOUNDARY	



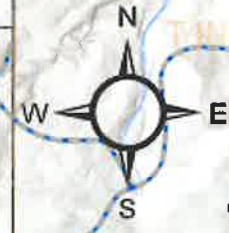


- MORGAN ROADS**
- PRIVATE
 - COUNTY
 - ASPHALT
 - ASPHALT W/C & G
 - GRAVEL
 - N/A
- MORGAN COUNTY BOUNDARY**
- MORGAN PLUS SECTIONS**
- MORGAN TAX PARCELS**
- MORGAN LAKES**
- MORGAN STREAMS**
- MORGAN RAILROADS**



4000 West Street

2550 West Street



MORGAN ROADS		MORGAN COUNTY BOUNDARY MORGAN PLS TOWNSHIPS MORGAN PLS SECTIONS MORGAN TAX PARCELS	MORGAN LAKES MORGAN STREAMS MORGAN RAILROADS
PRIVATE COUNTY N/A	ASPHALT ASPHALT W/ C & G GRAVEL		



**Morgan County
2026 Street Maintenance
Construction Cost Estimate
March 13, 2026**

	Description	Length	Width	Quantity (sq. ft.)	Quantity (sq. yds.)	Units	Unit Price	Amount
2" Thick Overlay with Minor Leveling Course								
1	Hidden Hills Drive with intersections	2650	28	74200	8244	Sq. Yds.	\$14.75	\$121,605.56
2	Willow Creek Road (speed sign to Hidden Hills Dr)	800	26	20800	2311	Sq. Yds.	\$14.75	\$34,088.89
3	Willow Bend Rd			14280	1587	Sq. Yds.	\$14.75	\$23,403.33
4	Highland Drive	400	28	11200	1244	Sq. Yds.	\$14.75	\$18,355.56
5	Powderhorn Rd	2130	28	59640	6627	Sq. Yds.	\$14.75	\$97,743.33
	Reconstruct Manhole				22	Each	\$1,100.00	\$24,200.00
	Reconstruct Valve Box				46	Each	\$900.00	\$41,400.00
	Reconstruct Monument				4	Each	\$1,300.00	\$5,200.00
							Subtotal =	\$365,996.67
Chip Seal w/ Fog Coat - Peterson / Stoddard Area								
1	2550 West - Old Hwy Rd to Blue Sage Rd	530	24	12720	1413	Sq. Yds.	\$3.25	\$4,593.33
2	4000 West - 4000 N to MVD	760	26	19760	2196	Sq. Yds.	\$3.25	\$7,135.56
Chip Seal w/ Fog Coat - Mountain Green Area								
3	Silver Leaf Circle			12920	1436	Sq. Yds.	\$3.25	\$4,665.56
4	Concorde Court			8200	911	Sq. Yds.	\$3.25	\$2,961.11
5	Majestic Way	460	26	11960	1329	Sq. Yds.	\$3.25	\$4,318.89
6	W Fairfield Circle			13300	1478	Sq. Yds.	\$3.25	\$4,802.78
7	Basin View Circle			13460	1496	Sq. Yds.	\$3.25	\$4,860.56
8	Harvest Point			14220	1580	Sq. Yds.	\$3.25	\$5,135.00
9	Spring Circle			15160	1684	Sq. Yds.	\$3.25	\$5,474.44
10	Sunset Circle			14120	1569	Sq. Yds.	\$3.25	\$5,098.89
12	Sunrise Circle			14520	1613	Sq. Yds.	\$3.25	\$5,243.33
12	Hidden Meadow Circ			24600	2733	Sq. Yds.	\$3.25	\$8,883.33

**Morgan County
2026 Street Maintenance
Construction Cost Estimate
March 13, 2026**

	Description	Length	Width	Quantity (sq. ft.)	Quantity (sq. yds.)	Units	Unit Price	Amount
13	Mountainbrook Way / Scenic Lane	1330	30	39900	4433	Sq. Yds.	\$3.25	\$14,408.33
14	Brook Circle			9880	1098	Sq. Yds.	\$3.25	\$3,567.78
15	Powderhorn Rd	2130	28	59640	6627	Sq. Yds.	\$3.25	\$21,536.67
16	Mountain View Drive	730	32	23360	2596	Sq. Yds.	\$3.25	\$8,435.56
17	Wasatch Drive - Wide Section Next to Creekside	550	36	19800	2200	Sq. Yds.	\$3.25	\$7,150.00
18	Creekside Drive - Poll Ln to End	3710	36	133560	14840	Sq. Yds.	\$3.25	\$48,230.00
19	Spruce Circle			11230	1248	Sq. Yds.	\$3.25	\$4,055.28
20	Aspen Circle			14960	1662	Sq. Yds.	\$3.25	\$5,402.22
21	Highland Drive - Old Highway to Sierra Dr	4850	28	135800	15089	Sq. Yds.	\$3.25	\$49,038.89
22	Robinson Lane - Old Hwy Rd to Phase 2			120320	13369	Sq. Yds.	\$3.25	\$43,448.89
Chip Seal w/ Fog Coat - Porterville Area								
23	Hardscrabble Road (end)	2550	24	61200	6800	Sq. Yds.	\$3.25	\$22,100.00
Subtotal =								\$290,546.39
TOTAL =								\$656,543.06

Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
County Mass Transit Tax						
19-2951-000-000	Fund Balance	0.00	874,350.54	0.00	.00	.00
Revenue						
19-3150-000-000	County Mass Transit Tax	507,876.00	650,010.10	620,000.00	.00	620,000.00
Total Revenue:		507,876.00	650,010.10	620,000.00	.00	620,000.00
Expenditure						
19-4400-340-000	Project Expenses	507,876.00	506,529.96	620,000.00	.00	620,000.00
Total Expenditure:		507,876.00	506,529.96	620,000.00	.00	620,000.00
County Mass Transit Tax Revenue Total:		507,876.00	650,010.10	620,000.00	.00	620,000.00
County Mass Transit Tax Expenditure Total:		507,876.00	506,529.96	620,000.00	.00	620,000.00
Total County Mass Transit Tax:		0.00	1,017,830.68	0.00	.00	.00

Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
Road Fund						
20-2951-000-000	Class "B" Reserve	60,000.00	200,000.00	0.00	.00	.00
Revenue						
20-3010-000-000	Class "B" Road Fund Allotment	855,000.00	996,145.55	1,000,000.00	.00	1,000,000.00
Total Revenue:		855,000.00	996,145.55	1,000,000.00	.00	1,000,000.00
Expenditure						
20-4400-280-000	Phone	0.00	0.00	3,600.00	.00	3,600.00
20-4400-300-000	Highway Projects	694,000.00	689,210.24	768,150.00	.00	768,150.00
20-4400-310-000	Salt	45,000.00	15,604.44	55,000.00	.00	55,000.00
20-4400-320-000	Pot Hole Repair	18,000.00	14,681.41	18,000.00	.00	18,000.00
20-4400-330-000	Signs	4,000.00	3,530.62	4,000.00	.00	4,000.00
20-4400-340-000	Fuel	45,000.00	38,292.77	70,000.00	.00	70,000.00
20-4400-350-000	Equipment Supplies Maint	61,250.00	49,650.13	26,250.00	.00	26,250.00
20-4400-360-000	Engineering	5,000.00	4,485.25	5,000.00	.00	5,000.00
20-4400-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Expenditure:		872,250.00	815,454.86	950,000.00	.00	950,000.00
Road Fund Revenue Total:		855,000.00	996,145.55	1,000,000.00	.00	1,000,000.00
Road Fund Expenditure Total:		872,250.00	815,454.86	950,000.00	.00	950,000.00
Total Road Fund:		42,750.00	380,690.69	50,000.00	.00	50,000.00



2026 Street Maintenance Project

Morgan County

Bid Opening Date: April 16, 2026 Time: 2:00 PM

				Engineer's Estimate		Staker & Parson Companies		Geneva Construction		Consolidated Paving	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2" Thick Hot Mix Asphalt Overlay:	2250	Tons	\$ 110.00	\$247,500.00	\$113.00	\$254,250.00	\$90.00	\$202,500.00	\$113.26	\$254,835.00
2	Leveling Course Asphalt Overlay:	450	Tons	\$ 112.00	\$50,400.00	\$113.00	\$50,850.00	\$90.00	\$40,500.00	\$121.47	\$54,661.50
3	Chip Seal with Fog Coat	89400	Sq. Yds.	\$ 3.25	\$290,550.00	\$2.65	\$236,910.00	\$4.15	\$371,010.00	\$3.70	\$330,780.00
4	Reconstruct Manhole	22	Each	\$ 1,025.00	\$22,550.00	\$587.00	\$12,914.00	\$640.00	\$14,080.00	\$1,239.00	\$27,258.00
5	Reconstruct Valve Box	46	Each	\$ 850.00	\$39,100.00	\$400.00	\$18,400.00	\$435.00	\$20,010.00	\$1,003.00	\$46,138.00
6	Reconstruct Monument	4	Each	\$ 900.00	\$3,600.00	\$400.00	\$1,600.00	\$435.00	\$1,740.00	\$1,121.00	\$4,484.00
					\$ 653,700.00			\$ 574,924.00			\$ 718,156.50

Project Engineer
John Bjerregaard



Memorandum

To: Bret Heiner, Public Works Director
Morgan County

From: John Bjerregaard
Wasatch Civil Consulting Engineering

Date: April 16th, 2026

Subject: **2026 Street Maintenance Project**

Summary

An invitation to bid for the 2026 Street Maintenance Project was advertised on the Morgan County Website and in the Ogden Standard-Examiner. In response, three bids were received by the April 16th deadline. The low bid was \$574,924.00 from Staker & Parson Companies. The engineer's project estimate was \$653,700.00.

The bid from Staker & Parson has been reviewed and found to be complete and consistent with the bid requirements. Staker & Parson is a local contractor with a well-established work history on Morgan County projects. We feel they are well qualified to do this work.

Recommendation

We recommend that the contract for the 2026 Street Maintenance Project be awarded to Staker & Parson Companies for \$574,924.00. If you agree with this recommendation, please have a County Commissioner sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Certificate of Insurance
4. Performance and Payment Bonds

When all of the required documents have been submitted, we will schedule a pre-construction meeting for the project, and the Notice to Proceed will be issued to the Contractor at the meeting. Construction can commence thereafter.

Background

This project is annual street maintenance for Morgan County. It includes asphalt overlay, chip seal, and other associated work. The contract is for the 2026 budget year, but it can be renewed for three additional years if agreed to by the County and the Contractor.

NOTICE OF AWARD

DATED: April 21, 2026

TO: Staker & Parson Companies

ADDRESS: 2350 South 1900 West, Ogden UT 84401

PROJECT: 2026 Street Maintenance Project

You are notified that your Bid dated April 16, 2026, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the **2026 Street Maintenance Project**. The Contract Price of your Contract is five hundred seventy-four thousand, nine hundred twenty-four dollars (\$574,924.00).

Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompanies this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Morgan County Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

CONTRACT AGREEMENT

THIS AGREEMENT is by and between MORGAN COUNTY (hereinafter called OWNER) and (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of furnishing and installing approximately 2,250 tons of asphalt overlay, 450 tons of asphalt leveling course, 89,400 square yards of chip seal with fog coat, and other miscellaneous work as identified in the Contract Documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2026 Street Maintenance Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 ***Dates for Completion and Final Payment:*** The contract will run for the 2026 through 2029 road maintenance seasons with an additional one-year extension at the request of Morgan County and agreement by the CONTRACTOR. Each year's maintenance work will be completed by August 31st. The scope of work for each maintenance year will be defined by Morgan County Public Works and will depend upon available budget. At the beginning of the 2027 maintenance season and each subsequent contract year unit prices may be adjusted for changes in materials costs and haul distances. Unit price adjustments must be agreed to by the OWNER and established by Change Order prior to beginning the year's maintenance work.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving

in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	2” Thick Hot Mix Asphalt Overlay	2250	Tons	\$113.00	\$25,4250.00
2	Leveling Course Asphalt Overlay	450	Tons	\$113.00	\$50,8500.00
3	Chip Seal with Fog Coat	89,400	Sq. Yds.	\$2.65	\$23,6910.00
4	Reconstruct Manhole	22	Each	\$587.00	\$12,914.00
5	Reconstruct Valve Box	46	Each	\$400.00	\$18,400.00
6	Reconstruct Monument	4	Each	\$400.00	\$1,600.00

TOTAL OF ALL UNIT PRICES: Five hundred seventy-four thousand, nine hundred twenty-four dollars (\$574,924.00).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such

amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
3. Supplementary Conditions;
4. Specifications as listed in the table of contents of the Project Manual;
5. Addenda Number N/A;
6. Exhibits this Agreement;
 1. Notice to Proceed;
 2. CONTRACTORS Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

The documents listed in paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract:* No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2026 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

MORGAN COUNTY

STAKER AND PARSON COMPANIES

By: _____

By: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____



County Commission Agenda Request Form

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

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

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

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

commission Meeting Date: 04-21-2026 Time Requested: 20:00 Min

Name: Bret Heiner Phone: 801-821-1475

Address: 380 No Industrial Dr Morgan Ut 84050

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

Associated County Department: Public Works

Fairgrounds

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

New fair office .

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Kate Becker

From: Bret Heiner
Sent: Wednesday, April 8, 2026 9:52 AM
To: Mike Newton; Vaughn Nickerson; Kate Becker
Subject: Fair Office Building

Follow Up Flag: Follow up
Flag Status: Completed

Hey the Insurance company paid us for the Fair office building this week 41,344.00 .

I think the idea we had to put a separate building like a Sturdy built building 12x28 would be the best option and we can tare the old one down our selves .

To buy the building finish it put air conditioners in and get it ready would be around 20,000.00 to 22,000.00 .

The rest of the money we could put to good use like paint the Exhibit building repair or replace the windows new air conditioners plus other ideas around the fairgrounds .

Let me know your thoughts and I will put it on the agenda for the April 21st meeting .

Give me a call if you need more information .

Estimate #1133

Date: Mar 16, 2026



Sturdy Built Sheds
14700 N 6000 W
Garland, UT 84312

(435)-257-0723
shedsales@sturdybuilt.us

Bret Heiner
Morgan County
Morgan, UT

Shipping Address
Bret Heiner
Morgan County
Morgan, UT

Item Code	Quantity	Type	Price Each	Line Total
1228TR	1	12x28 Tall Ranch	8500.00	8,500.00
36/9LTRH	1	36" 9-Lite Door RH	600.00	600.00
33DPW	2	3x3 Double-Pane Window	400.00	800.00
44WDP	2	4x4 Window Double-Pane	500.00	1,000.00
	1	12' Interior Wall & Door	400.00	400.00
	1	Delivery to Morgan (Increased Due to Weight)	800.00	800.00
	1	INTERIOR FINISHING SEE BELOW:	0.00	0.00
RLLSINS	1	Insulation Package (R13 1/ 2x4 Framing)	2000.00	2,000.00
	1	Painted TruWood Panelling Package	2250.00	2,250.00
	1	Laminate Flooring Package (Waterproof/12mm)	2750.00	2,750.00
	1	Wiring Package	3500.00	3,500.00
	1	Samsung (or Similar) 1 Head Minisplit & Installation	3900.00	3,900.00

Wiring includes lights, outlets, minisplit hookup, breaker box, and RV plug for Power hookup.

Subtotal
26,500.00
Discounts
0.00
Taxes
0.00
Total
26,500.00



Quote # 660495 for Bret Heiner Draft

Design

Notes & Attachments

Actions

Your email address has not been confirmed for this order.

To reduce potential communication and receipt issues, we recommend verifying your email address via a confirmation email prior to making a payment.

Your design can be modified after ordering. We will contact you to finalize the details. Sales tax is estimated and extra delivery fees may be required.

Order Details



Building 12x28 A-FRAME TALL WALL

Total Building Price \$30,985.70

Hide Details

Model and Options	Price	Quantity	Total
12x28 A-FRAME TALL WALL	\$12,082.80	1	\$12,082.80
12x28x7 A-FRAME TALL WALL	Included	1	
LP Smart Side Vertical Panels	Included	1	
White	Included	1	
Standard Trim	Included	1	
Brown	Included	1	
METAL ROOF	Included	1	
Cocoa Brown (Metal)	Included	1	
3' Steel Entry Door (In Swing)	\$580.00	1	\$580.00
Doorway Framed Opening w/ Trim	\$100.00	1	\$100.00
Custom Doors	\$1.00	150	\$150.00
****36x48 Vinyl Window****	\$370.00	2	\$740.00
24x36 Vinyl Window	\$305.00	2	\$610.00
****Interior Wall (For Layout)****	\$0.00	12	
****Laminate Flooring (Wood Grain Finish) ****	\$2,217.60	1	\$2,217.60
****Interior Divider Wall Studs****	\$18.30	12	\$219.60
****Interior Divider Wall (No Groove T 1-11)****	\$31.30	24	\$751.20
****No groove T 1-11 on ceiling (AF PR SSL ECO DW QU)****	\$940.80	1	\$940.80
****No Groove T 1-11 on walls (all styles)****	\$1,505.52	1	\$1,505.52
Panel Box or Inlet Box (layout only)	\$0.00	1	
Interior Light (layout only)	\$0.00	10	
Light Switch (layout only)	\$0.00	2	
Exterior Light (layout only)	\$0.00	1	
Outlet (layout only)	\$0.00	10	
Deluxe Electrical Package	\$2,930.00	1	\$2,930.00
Extra Light	\$126.00	8	\$1,008.00
R-13 Insulation (Ceiling) AF SSL QU ECO PR	\$739.20	1	\$739.20

Model and Options	Price	Quantity	Total
R 13 Insulation (Walls)	\$1,239.84	1	\$1,239.84
Insulated Floor (2" styrofoam R7)	\$1,041.60	1	\$1,041.60
2x6 Rafter Upgrade	\$819.84	1	\$819.84
House Wrap	\$436.90	1	\$436.90
Sheetrock ready Framing	\$172.80	1	\$172.80
Misc Option 1	\$1.00	2700	\$2,700.00
Model and Options Sub-total: \$30,985.70			

Order Options Price
 No Order Option Selected
 + Add Order Options
 Order Option Sub-total: \$0.00
 Sales Tax (0%) \$0.00
 Order Total \$30,985.70

Your Information

First Name

Last Name

Email

Phone Number

Billing Address

Street Address

City

State

Zip Code

Deliver to a different address

Purchase Methods

Purchase Outright Rent to Own

Purchase Outright requires a 100% deposit.

Due today \$30,985.70

ESTIMATE

Access Door Systems a Vortex
Company
1153 S 425 W
Bountiful, UT 84010

mandiw@vortexdoors.com
+1 (801) 568-3567



Bill to
Morgan County

Ship to
Morgan County

Estimate details

Estimate no.: 2650
Estimate date: 04/08/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.			<p>Pneumatic auto door operators are failing and obsolete. Proposing to replace operators with new GT710 Low Energy (electric) door operators as needed. Includes new radio controlled push plate packages.</p> <p>Work by others: Provide 110V electrical service to each door operator.</p> <p>Comes with 2 year warranty</p>			
2.		Nabco GT 710 Door Operator		2	\$3,000.00	\$6,000.00
3.		Radio Controlled Push Plate Package		3	\$0.00	\$0.00
					Total	\$6,000.00

Accepted date

Accepted by

**Morgan County Fire
2026 Recommended Pay Scale**

Code	Rate	Position	Minimum Requirements
SR1	15.51	Single Role EMTB	Utah/NREMT Basic Certification ICS 100, 200, 700, and 800
SR2	16.51	Single Role AEMT	Utah/NREMT Advanced Certification PALS, ACLS ICS 100, 200, 700, and 800
FF1	16.51	FF1/EMT Basic	FF1, FF2, Haz Mat Operations Utah/NREMT Basic Certification ICS 100, 200, 700, and 800
FF2	17.51	FF2/EMT Advanced	FF1, FF2, Haz Mat Operations Utah/NREMT Advanced Certification PALS, ACLS ICS 100, 200, 700, and 800
FF3	19.00	FF3/EMT Advanced	FF1, FF2, Haz Mat Operations Utah/NREMT Advanced Certification PALS, ACLS ICS 100, 200, 700, and 800 Wildland Red Card ADO-Pumper
ENG1	23.50	Engineer 1	FF3/AEMT requirements ADO-Aerial Successful completion of Engineer Assessment 5+ years of experience as a heavy fire apparatus driver**
ENG2	24.50	Engineer 2	ENG1 requirements Officer 1 CTC (Rural or CTC 1) Successful completion of OIC
CAPT1	26.00	Captain 1	ENG2 requirements 7+ years of experience**
CAPT2	27.00	Captain 2	Captain 1 requirements 9+ years of experience** ICS 300 & 400

Annual adjustments would be based on Consumer Price Index (COLA) and merit 3% average.

*****Years of experience to be determined by Fire Chief or Deputy Fire Chief (i.e. volunteer driver vs. part-time-driver vs. full-time driver)*****

Additional compensation of .50 per hour (maximum of \$1.50 p/hr.) will be added to the positions of FF3, ENG 1, ENG 2, CAPT 1, and CAPT 2 for the following certifications:

Hazardous Materials Technician

Rescue Technician (Confined, Machinery, Rope, Structural, Trench)

Vehicle and Machinery Technician (Common, Heavy)

Water Rescue Technician (Surface, Swiftwater, Ice)

NWCG Engine Boss PTB required courses

Recommended Wages

Pay Scale - 48/96 Schedule; 14 Day Pay Cycles; 2912 hrs worked per year; Updated - (8/22/2023)

Rank - Ops.	Full Years of Service	Probationary Year 1	2	3	4	5	6	7	8	9	10
Part-time (Firefighter I/EMT)	Hourly	\$ 15.26	\$ 16.02	\$ 16.82	\$ 17.67	\$ 18.55	\$ 19.48	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.67
	Annual	\$ 24,110.80	\$ 25,316.34	\$ 26,582.16	\$ 27,911.26	\$ 29,306.83	\$ 30,772.17	\$ 32,310.78	\$ 33,926.32	\$ 35,622.63	\$ 37,403.76
Part-time (Firefighter II/AEMT)	Hourly	\$ 16.50	\$ 17.33	\$ 18.19	\$ 19.10	\$ 20.06	\$ 21.06	\$ 22.11	\$ 23.22	\$ 24.38	\$ 25.60
	Annual	\$ 26,070.00	\$ 27,373.50	\$ 28,742.18	\$ 30,179.28	\$ 31,688.25	\$ 33,272.66	\$ 34,936.29	\$ 36,683.11	\$ 38,517.26	\$ 40,443.13
Part-time (Firefighter II/Paramedic)	Hourly	\$ 19.22	\$ 20.18	\$ 21.19	\$ 22.25	\$ 23.36	\$ 24.53	\$ 25.76	\$ 27.04	\$ 28.40	\$ 29.82
	Annual	\$ 30,367.60	\$ 31,885.98	\$ 33,480.28	\$ 35,154.29	\$ 36,912.01	\$ 38,757.61	\$ 40,695.49	\$ 42,730.26	\$ 44,866.78	\$ 47,110.11
AEMT (Single Role)	Hourly	\$ 16.50	\$ 17.33	\$ 18.19	\$ 19.10	\$ 20.06	\$ 21.06	\$ 22.11	\$ 23.22	\$ 24.38	\$ 25.60
2912	Annual	\$ 48,048.00	\$ 50,450.40	\$ 52,972.92	\$ 55,621.57	\$ 58,402.64	\$ 61,322.78	\$ 64,388.92	\$ 67,608.36	\$ 70,988.78	\$ 74,538.22
Firefighter/AEMT	Hourly	\$ 17.70	\$ 18.59	\$ 19.51	\$ 20.49	\$ 21.51	\$ 22.59	\$ 23.72	\$ 24.91	\$ 26.15	\$ 27.46
2912	Annual	\$ 51,542.40	\$ 54,119.52	\$ 56,825.50	\$ 59,666.77	\$ 62,650.11	\$ 65,782.61	\$ 69,071.75	\$ 72,525.33	\$ 76,151.60	\$ 79,959.18
Firefighter/Paramedic	Hourly	\$ 20.20	\$ 21.21	\$ 22.27	\$ 23.38	\$ 24.55	\$ 25.78	\$ 27.07	\$ 28.42	\$ 29.84	\$ 31.34
2912	Annual	\$ 58,822.40	\$ 61,763.52	\$ 64,851.70	\$ 68,094.28	\$ 71,498.99	\$ 75,073.94	\$ 78,827.64	\$ 82,769.02	\$ 86,907.48	\$ 91,252.85
Firefighter/CC Paramedic	Hourly										
2912	Annual										
Engineer	Hourly			\$ 21.28	\$ 22.34	\$ 23.46	\$ 24.63	\$ 25.86	\$ 27.16	\$ 28.52	\$ 29.94
2912	Annual			\$ 61,963.00	\$ 65,061.15	\$ 68,314.21	\$ 71,729.92	\$ 75,316.41	\$ 79,082.23	\$ 83,036.35	\$ 87,188.16
Captain	Hourly							\$ 31.34	\$ 32.91	\$ 34.55	\$ 36.28
2912	Annual							\$ 91,262.08	\$ 95,825.18	\$ 100,616.44	\$ 105,647.27
Battalion Chief - Administration	Hourly							\$ 50.50	\$ 53.03	\$ 55.68	\$ 58.46
2880	Annual							\$ 105,040.00	\$ 109,241.60	\$ 113,611.26	\$ 118,155.71
Admin. Assistant	Hourly	\$ 23.87	\$ 12.29	\$ 25.32	\$ 26.08	\$ 26.86	\$ 27.67	\$ 28.50	\$ 29.35	\$ 30.23	\$ 31.14
	Annual	\$ 35,995.96	\$ 18,533.32	\$ 38,182.56	\$ 39,328.64	\$ 40,504.88	\$ 41,726.36	\$ 42,978.00	\$ 44,259.80	\$ 45,586.84	\$ 46,959.12
Deput Fire Marshall	Hourly							\$ 50.50	\$ 53.03	\$ 55.68	\$ 58.46
2880	Annual							\$ 105,040.00	\$ 109,241.60	\$ 113,611.26	\$ 118,155.71
Depty Fire Chief	Hourly							\$ 59.00	\$ 61.95	\$ 65.05	\$ 68.30
2880	Annual							\$ 122,720.00	\$ 128,856.00	\$ 135,298.80	\$ 142,063.74
Full-time hrs./Yr.	2912										
Part-time hrs./Yr. (Max)	1580										
Part-time Admin Assist. hrs./Yr. (M)	1508										

\$ 99,165.78

CPI increase for COLA
Merit 3% avg.

PT Employee Total	18
Full Departmental Staff	38
Median PT Wage	\$ 22.21
Part-time FF	600 hrs./PT/Yr.
Permanent Part-time FF	1,464 hrs./PPT/Yr.

Avg. Employee cost \$ 149,145.54 Median Employee Cost \$ 156,088.39



Morgan County Fire Department

Residential Sprinkler Requirements

As the Authority Having Jurisdiction (AHJ) the Morgan County Fire Department has developed the following standards and requirements for single family residential sprinkler systems as defined in the International Fire Code and Wildland Urban Interface Code.

Required Sprinklers:

- 1- Any single-family residential structure over ten thousand (10,000) sq. ft. All sq. ft. calculations are for total living or usable space including all floors combined.
- 2- All structures located within High-Risk Wildland Urban Interface as defined in the Wildland Urban Interface (WUI) Code and/or Utah Wildfire Risk Assessment Portal (UWRAP). These areas include all areas of:
 - 2.1- Hardscrabble Road west of the private gate
 - 2.2- East Canyon Road upstream from White's Crossing bridge
 - 2.3- All areas above, and including, the East Canyon Resort
 - 2.4- Wasatch Peaks Ranch
 - 2.5- Cottonwood Canyon upstream from Browning Arms.
- 3- All structures shall be constructed with non-combustible exteriors and follow all Fire Wise defensible space requirements as defined in the WUI code and UWRAP in all the above listed areas and sizes.

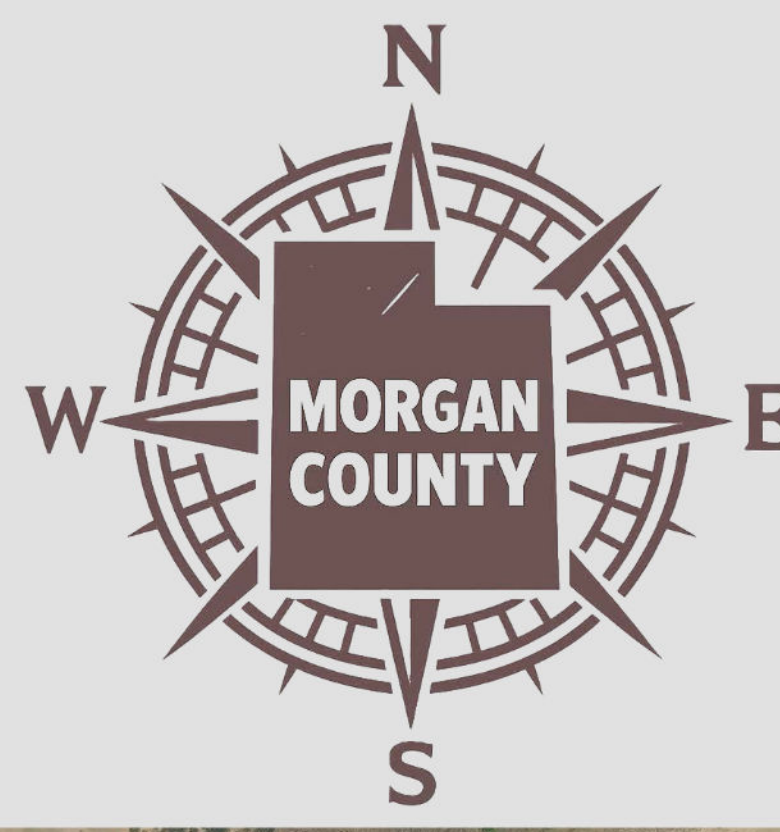
Non-Required Sprinklers:

Some areas of Morgan County may not be required to install residential sprinklers. This area is generally including what will be referred to as the "Weber River Bottoms" (WRB). The majority of the WRB does not meet the criteria for WUI. The WRB is defined as all lands located within an area beginning at *Morgan Valley Drive and State St. (East Canyon Rd)* then *South on Morgan Valley Dr. to 4300 North St. (Peterson exit)* then *east on 4300 N. to Old Hwy. Rd. then south on Old Highway Rd. to point of beginning at Morgan Valley Drive and State St. (East Canyon Rd)*. See attached boundary map.

All other areas outside of the above defined WRB will be assessed on an individual basis using the International Wildland Urban Interface Code Appendix C Fire Hazard Severity Form. Individual assessment scores may, or may not, require sprinkler systems and/or non-combustible exteriors. The Morgan County Fire Department will conduct the assessments.

****Mountain Green Fire Protection District may require additional protection features as they are the AHJ as defined by Utah State Statute.*

DRAFT



Residential Sprinkler Boundaries



APPENDIX C
FIRE HAZARD SEVERITY FORM

This appendix is to be used to determine the fire hazard severity.

Owner Name: _____ Building Address: _____

A. Subdivision Design (Fire District)

1. Ingress/Egress

Two or more primary roads 1 _____
One road 10 _____
One-lane road in, one-lane road out 15 _____

2. Width of Primary Road

20 feet or more 1 _____
Less than 20 feet 5 _____

3. Accessibility

Road grade 5% or less 1 _____
Road grade 5-10% 5 _____
Road grade greater than 10% 10 _____

4. Secondary Road Terminus

Loop roads, cul-de-sacs with an outside turning radius of 45 feet or greater 1 _____
Cul-de-sac turnaround 5 _____
Dead-end roads 200 feet or less in length 8 _____
Dead-end roads greater than 200 feet in length 10 _____

5. Street Signs

Present and approved 0 _____
Present but unapproved 3 _____
Not present 5 _____

B. Vegetation (Iuwic Definitions)

1. Fuel Types (within the defensible space)

Surface Lawn/noncombustible 1 _____
Grass/short brush 5 _____
Scattered dead/down woody material 10 _____
Abundant dead/down wood material 15 _____
Overstory
Deciduous trees (except tall brush) 3 _____
Mixed deciduous trees and tall brush 10 _____
Clumped/scattered conifers and/or tall brush 15 _____
Contiguous conifer and/or tall brush 20 _____

2. Defensible Space (Lot Specific)

70% or more of lots completed 1 _____
30% to 70% of lots completed 10 _____
Less than 30% of lots completed 20 _____

C. Topography

Located on flat, base of hill or setback at crest of hill 1 _____
On slope with 0-20% grade 5 _____
On slope with 21-30% grade 10 _____
On slope with 31% grade or greater 15 _____
At crest of hill with unmitigated vegetation below 20 _____

D. Roofing Material

Class A Fire Rated 1 _____
Class B Fire Rated 5 _____
Class C Fire Rated 10 _____
Non-rated 20 _____

E. Fire Protection—Water Source

1000 GPM hydrant within 600 feet 1 _____
Hydrant farther than 600 feet or draft site 5 _____
Approved water source 20 min or less round trip 10 _____
Approved water source farther than 20 min, and 45 min or less round trip 15 _____
Approved water source farther than 45 min round trip 20 _____

F. Siding and Decking

Noncombustible siding/deck 1 _____
Combustible side/no deck 5 _____
Noncombustible siding/combustible deck 10 _____
Combustible siding and deck 15 _____

G. Utilities (gas and/or electrical)

All underground utilities 1 _____
One underground, one aboveground 3 _____
All aboveground 5 _____

Total for Subdivision or Site

Moderate Hazard 50-75
High Hazard 76-100
Extreme Hazard 101+

Fire Department

Approval _____



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: 4/21/26 Time Requested: _____
Name: Leslie A. Hyde Clerk/Auditor Phone: _____
Address: 48 W Young Street Morgan UT 84050
Email: _____ Fax: _____
Associated County Department: County Budget

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision 1st Qtr amendments to the County's FY 2026 Budget

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

RESOLUTION CR-26-20

A RESOLUTION OF THE MORGAN COUNTY COMMISSION ADOPTING CERTAIN AMENDMENTS TO MORGAN COUNTY'S 2026 BUDGET

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

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

WHEREAS, Morgan County held a public hearing at the regularly scheduled meeting on April 21, 2026 after providing public notice as required by UCA.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission hereby makes the following budget amendments to the 2026 budget:

DEPARTMENT ADJUSTMENTS INCREASE (DECREASE)

- Attorney
 - 10-4129-340-000 (\$3,000.00)
 - 10-4145-230-000 \$3,000.00
 - Budget adjustment for new employee subscriptions & licenses

 - Attorney
 - 10-4129-340-000 (\$10,000.00)
 - 10-4145-370-000 \$10,000.00
 - Budget adjustment for criminal prosecution

 - Attorney
 - 10-4129-340-000 (\$7,000.00)
 - 10-4145-230-000 \$7,000.00
 - Budget adjustment for travel & training

 - Ambulance
 - 10-4260-340-000 (\$15,500.00)
 - 10-4260-450-000 \$15,500.00
 - Budget adjustment to correct budget

 - Sheriff
 - 10-3340-600-100 \$2,213.30
 - 10-4460-250-000 \$2,213.30
 - Budget adjustment for insurance reimbursement for vehicle damage

 - Recorder
 - 10-4150-520-000 (\$6,000.00)
 - 10-4144-120-000 \$6,000.00
 - Budget adjustment for temp staff/scanning project
- Approved by County Commission 3.18.2026

- Fire
 - 10-4221-110-000 (\$17,064.00)
 - 10-4221-130-000 \$17,064.00
 Budget adjustment for Deputy Fire Chief
 Approved by County Commission 11/18/2025

- Benefit Adjustments
 - 10-4111-130-000 \$450.12
 - 10-4141-130-000 (\$2,917.99)
 - 10-4144-130-000 \$786.06
 - 10-4145-130-000 (\$23,266.73)
 - 10-4146-130-000 \$28,491.35
 - 10-4148-130-000 \$520.70
 - 10-4161-130-000 \$5,281.95
 - 10-4255-130-000 \$3,374.70
 - 10-4411-130-000 \$3,406.39
 - 10-4150-520-000 (\$16,126.55)
 Budget adjustment for open enrollment & URS adjustments
 Approved by County Commission 3.18.2026

FUND BALANCE ADJUSTMENTS GENERAL FUND INCREASE (DECREASE)

- Administrative Manager
 - 10-2951-000-000 (\$7,500.00)
 - 10-4640-310-000 \$7,500.00
 Budget adjustment for Courageous Conversations class
 Approved by County Commission 11/18/2025

- Attorney
 - 10-2951-000-000 (\$2,448.52)
 - 10-4145-240-000 \$2,448.52
 Budget adjustment for equipment for new Attorney
 Approved by County Commission 3.18.2026

- Fire
 - 10-2951-000-000 (\$31,500.00)
 - 10-4221-740-300 \$31,500.00
 Budget adjustment for turn out gear
 Approved by County Commission 3.18.2026

- Fire
 - 10-2951-000-000 (\$42,500.00)
 - 10-4221-260-000 \$42,500.00
 Budget adjustment for cement work
 Approved by County Commission 3.18.2026

- Fire
 - 10-2951-000-000 (\$22,574.11)
 - 10-4221-130-000 \$22,574.11
 Budget adjustment for Fire Marshall benefits
 Approved by County Commission 11.18.2025

- Non-Departmental
 - 10-2951-000-000 (\$45,000.00)
 - 10-4150-510-000 \$45,000.00
 Budget adjustment for increase in Workers Comp & UAC Membership
 Approved by County Commission 3.18.2026

- Recorder
 - 10-2951-000-000 (\$4,725.00)
 - 10-4144-110-000 \$4,725.00
 Budget adjustment for GIS Specialist salary increase
 Approved by County Commission 12.16.2025

- Recorder
 - 10-2951-000-000 (\$1,060.86)
 - 10-4144-130-000 \$1,060.86
 Budget adjustment for benefit increase GIS Specialist

- Recorder
 - 10-2951-000-000 (\$10,000.00)
 - 10-4144-260-000 \$10,000.00
 Budget adjustment for scanning project
 Approved by County Commission 11.18.2025

- Recorder
 - 10-2951-000-000 (\$2,577.42)
 - 10-4190-250-000 \$2,577.42
 Budget adjustment for Microsoft SQL Software
 Approved by County Commission 3.18.2026

GRANTS

- Fairgrounds
 - 10-3690-000-000 \$30,000.00
 - 33-4510-340-000 \$30,000.00
 Budget adjustment DAF Grant for crows nest

- Fairgrounds
 - 10-3690-000-000 \$300,000.00
 - 33-4510-340-000 \$300,000.00
 - Budget adjustment for DAF Grant for sound system

- Library
 - 27-3630-000-000 \$1,070.12
 - 27-4700-340-600 \$1,070.12
 - Budget adjustment for 2025 LSTA Grant

- Sheriff
 - 10-3340-000-000 \$15,000.00
 - 10-4211-250-000 \$15,000.00
 - Budget adjustment for in-car cameras and body cameras grant

OTHER FUND ADJUSTMENTS INCREASE (DECREASE)

- Tourism
 - 35-4510-409-000 (\$3,200.00)
 - 35-4510-310-000 \$3,200.00
 - Budget adjustment for web hosting and web plug-ins
 - Approved by County Commission 12.02.2025

- Tourism
 - 35-4510-409-000 (\$1,000.00)
 - 35-4510-230-000 \$1,000.00
 - Budget adjustment for tourism conference

- Tourism
 - 35-2951-000-000 (\$60,000.00)
 - 35-4510-404-000 \$60,000.00
 - Budget adjustment for grant expense

- Garbage
 - 57-2951-000-000 (\$17,210.28)
 - 57-4424-130-000 \$17,210.28
 - Budget adjustment for open enrollment & URS adjustments

FUND TRANSFERS INCREASE (DECREASE)

10-4810-613-000	\$308,788.00
10-4810-614-000	\$200,000.00
10-4810-615-000	(\$3,397.00)
10-2951-000-000	(\$505,391.00)
32-3330-000-000	(\$200,000.00)
32-3840-000-000	\$200,000.00

Budget adjustment to correct fund transfers

- **Taggarts River Access**

10-2951-000-000	(\$100,000.00)
10-4810-615-000	\$100,000.00
29-3101-400-000	\$100,000.00
29-4700-260-000	\$100,000.00

Budget adjustment for paving and striping
- **Capital Improvements**

10-2951-000-000	(\$24,108.00)
10-4810-615-000	\$24,108.00
44-3840-000-000	\$24,108.00
44-441-310-000	\$24,108.00

Budget adjustment for Library foyer ceiling repair

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

PASSED AND ADOPTED this 21st day of April, 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

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



2026 BUDGET CHANGE REQUEST

Date 3/12/26

Department Morgan County Attorney's Office

Department Head Signature *Janet J. Smith*

Amount \$3,000

Move from GL Account# 10-4129-340

Move to GL Account # 10-4145-230

Brief Description

When a new deputy attorney position was approved last budget session, I failed
to update my budget needs to provide the subscriptions and licenses for the
legal work we do. The total costs for license and user fees are \$2,655. Annual
costs are \$1,764 for Lexis, \$206 for eProsecutor, \$425 for bar licensing, and
\$260 for an Adobe license. Janet has been paying for her own Adobe license so
I am requesting another \$260. The remaining \$85 would cover miscellaneous
items for Doug I may have forgotten to include in this request.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE REQUEST

Date 3/12/26

Department Morgan County Attorney's Office

Department Head Signature *David J. Smith*

Amount \$10,000

Move from GL Account# 10-4129-340

Move to GL Account # 10-4145-370

Brief Description

Dean Saunders has assisted the County in prosecuting criminal cases for
decades and typically handles Justice Court. When approving the new deputy
attorney, this budget line item was reduced to \$0 anticipating that the new
deputy would immediately take over the calendar. There is a learning curve and
Dean's expertise in needed to guide the seamless transition. It is anticipated
that Dean will be finished by May or June.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE REQUEST

Date 3/12/26

Department Morgan County Attorney's Office

Department Head Signature *Garette Smith*

Amount \$5,000 or \$7,000

Move from GL Account# 10-4129-340

Move to GL Account # 10-4145-230

Brief Description

To cover Dean's costs for January and February, I have already moved \$5,000
from Travel and Training to Temp Legal. The request for \$5,000 is to replenish
what I moved. The \$7,000 would be to increase the total budget by \$2,000 to
cover Doug's training this year. If just the \$5,000 is approved I think I can pull
back on my training and/or look for free trainings.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE FORM

Date 1/09/2026

Department Ambulance

Department Head Signature *[Signature]*
Kate Becker

Amount 15,500

Move from GL Account# 10-4260-340-000 (uniforms)

Move to GL Account # 10-4260-450-000 (SPSS)

Brief Description

Numbers were flipped in budget process

Clerk/Auditor Use Only

Date Entered: _____

Date Commission Approved: _____



2026 BUDGET CHANGE FORM

Date 03/10/2026

Department Sheriff's Office

Department Head Signature *Amo Vago*

Amount \$2,213.30

Move from GL Account# 10-3340-600-100

Move to GL Account # 10-4460-250-000

Brief Description

The Sheriff's Office is asking that \$2,213.30 be moved from the Insurance Reimbursement account # 10-3340-600-100 back into the Sheriff's Office Account #10-4460-250-000 to cover Repair and Body work to a Sheriff's Office Vehicle due to an Accident that occurred.

Clerk/Auditor Use Only

Date Entered

UTAH COUNTIES

INDEMNITY POOL

To: Leslie Hyde, Morgan County Risk Coordinator

From: Lance Welch, UCIP Claims Manager

Date: **March 10, 2026**

Re: Claim No: MOR0000022026
Member: Morgan County
D/Loss: 03/06/2026
Subject: Deputy Dalton accident

We have completed adjustment on the above-captioned loss. Please accept this memo as the Statement of Loss. The loss is detailed as follows:

AGREED REPAIRS	\$ 3,213.30
LESS DEDUCTIBLE	- \$ 1,000
NET CLAIM TOTAL	\$ 2,213.30

A check is being issued for the net claim total of \$ 2,213.30.

If you have any questions, please feel free to contact me at 801-307-2116.
Thank you.



CANYON COLLISION REPAIR, INC.

515 N Industrial Rd, Morgan, UT 84050
Phone: (801) 829-4200
FAX: (801) 829-3401

Workfile ID: f202ffd6
Federal ID: 26-3746122
Resale Number: 12665757-002-STC
License Number: 8441

Preliminary Estimate

Customer: Morgan County Sheriff

Job Number: 10795

Written By: Russell Moore

Insured: Morgan County Sheriff
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Morgan County Sheriff
(385) 210-4873 Cell

Inspection Location:
CANYON COLLISION REPAIR, INC.
515 N Industrial Rd
Morgan, UT 84050
Repair Facility
(801) 829-4200 Business

Insurance Company:

VEHICLE

2023 RAM 1500 Classic SSV Crew Cab 4WD w/5'7" Box (Fleet) 4D P/U 8-5.7L Gasoline Sequential MPI

VIN: 1C6RR7XT5PS592443 Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: Mileage Out:
State: Production Date: Condition: Job #: 10795

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Message Center
Backup Camera

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

California Emissions

TRUCK

Rear Step Bumper
Bedliner (Spray On)
Trailer Hitch
Trailer Package

Preliminary Estimate

Customer: Morgan County Sheriff

Job Number: 10795

2023 RAM 1500 Classic SSV Crew Cab 4WD w/5'7" Box (Fleet) 4D P/U 8-5.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	**	Repl Opt OEM RT Fender liner all	55112806AA	1	<u>130.00</u>	0.5	
3	*	Repl LT Fender liner all	55112807AA	1	<u>100.00</u>	0.5	
4		FRONT BUMPER					
5		O/H front bumper				3.4	
6	**	Repl Opt OEM Bumper black molded	68160856AC	1	<u>470.00</u>	Incl.	
7	**	Repl Opt OEM Upper cover black molded	68207014AA	1	<u>185.00</u>	Incl.	
8	**	Repl Opt OEM Lamp bracket	68232454AA	1	<u>90.00</u>	Incl.	
9	*	Repl Bumper bracket	68232485AB	1	<u>300.00</u>	Incl.	
10	*	Repl Lower deflector w/o air suspension black	68164793AA	1	<u>200.00</u>	Incl.	
11		RADIATOR SUPPORT					
12	**	Repl A/M CAPA LT Mount bracket	68222827AB	1	236.00	0.3	
13	**	Repl A/M CAPA Radiator support w/o diesel	68197334AA	1	761.00	3.6	
14		FRONT LAMPS					
15	**	Repl A/M CAPA LT Headlamp assy clear lens	68096439AJ	1	213.30	Incl.	
16		Aim headlamps				0.5	
SUBTOTALS					2,685.30	8.8	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,685.30
Body Labor	8.8 hrs @	\$ 60.00 /hr	528.00
Subtotal			3,213.30
Grand Total			3,213.30

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: Morgan County Sheriff

Job Number: 10795

2023 RAM 1500 Classic SSV Crew Cab 4WD w/5'7" Box (Fleet) 4D P/U 8-5.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TM13, CCC Data Date 03/02/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blind=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Morgan County Sheriff

Job Number: 10795

2023 RAM 1500 Classic SSV Crew Cab 4WD w/5'7" Box (Fleet) 4D P/U 8-5.7L Gasoline Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Young Automotive Group 521 W 600 N Layton UT 84041	#55112806AA Opt OEM RT Fender liner all Quote: 22805854680 Expires: 04/08/26	\$ 130.00
6	Young Automotive Group 521 W 600 N Layton UT 84041	#68160856AC Opt OEM Bumper black molded Quote: 22808152469 Expires: 04/08/26	\$ 470.00
7	Young Automotive Group 521 W 600 N Layton UT 84041	#68207014AA Opt OEM Upper cover black molded Quote: 22808851879 Expires: 04/08/26	\$ 185.00
8	Young Automotive Group 521 W 600 N Layton UT 84041	#68232454AA Opt OEM Lamp bracket Quote: 22807253602 Expires: 04/08/26	\$ 90.00
12	Keystone, Inc 3455 W NINIGRET DR SALT LAKE CITY UT 84104 (801) 886-1470	#CH2508108C A/M CAPA LT Mount bracket Quote: 3374591365 Expires: 04/23/26	\$ 236.00
13	Keystone, Inc 3455 W NINIGRET DR SALT LAKE CITY UT 84104 (801) 886-1470	#CH1225258PP A/M CAPA Radiator support w/o diesel Quote: 3374622513 Expires: 04/23/26	\$ 761.00
15	All Star Auto Parts 6333 E 56th Ave Commerce City CO 80022 (407) 271-8949	#209396009 A/M CAPA LT Headlamp assy clear lens Quote: 22840453958 Expires: 03/16/26	\$ 213.30



2026 BUDGET CHANGE FORM

Date 1/16/2026

Department Recorder

Department Head Signature *Shaun Rose*
Shaun Rose

Amount 6,000

Move from GL Account# 10-4150-520-000 Non dept: Wage Adjustment

Move to GL Account # 10-1411-120-000 Temp Employees
4144

Brief Description

Temp staff to help with the scanning project

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved: 3.18.2026

MORGAN COUNTY COMMISSION MEETING AGENDA

2. \$6,000 from 10-4150-520-000 [Non Dept: Wage Adjustment] to 10-1411-120-000 [Recorder: Temp Employees] for temp staff to scan documents: Kate Becker (CAM) explained a budget oversight related to document-scanning work. Although the commission previously approved rolling the software funding from FY25 to FY26, the temporary staffing needed to complete the scanning was mistakenly not rolled forward. She requested correction so the project can continue as planned.

Commissioner Nickerson moves to approve budget adjustment

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

b. Hon. Garrett Smith, Morgan County Attorney

1. \$2,448.52 from 10-2951-000-000 [General Fund Balance] to 10-4145-240-000 [Attorney: Office Supplies] Laptop & Equipment for New Attorney County Attorney Garret Smith reported that funding for office equipment and software for the newly approved full-time attorney was overlooked last year and requested the needed items be funded from the general fund. Commissioners acknowledged related software needs will be addressed in a later adjustment.

Commissioner Blocker Moves to move \$2,448.52 from the general fund balance to the attorney office supplies.

Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

c. Kate Becker, Morgan County Administrative Manager

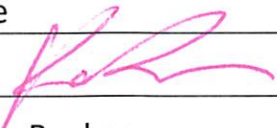
1. **\$45,000 from 10-2951-000-000 [General Fund Balance] to 10-4150-510_ 000 [Non Departmental: Insurance]**



2026 BUDGET CHANGE FORM

Date 11/17/2025

Department Fire

Department Head Signature 

Kate Becker

Amount 17,064.00

Move from GL Account# 10-4221-110-000 Fire Permanent Employees

Move to GL Account # 10-4221-130-000 Fire Emp Benefits

\$46,000 designated for Fire Marshall, \$44,064 for Deputy Fire Chief, and \$6,889.90 for benefits. Propose \$73,000 salary with benefits \$39,638.11

Clerk/Auditor Use Only

Date Entered:	
Date Commission Approved:	<u>11/18/2025</u>

MORGAN COUNTY COMMISSION MEETING MINUTES

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 approve the BOE 2025 property appeal stipulations.

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 the Board of Equalization and reconvene the public meeting.

Seconded by Commissioner Fackrell

VOTE:

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

5. Hon. Morgan County Commission – Discussion/Decision – Generator Updates

Discussion and decision on options to upgrade or install generators throughout County buildings.

- a. Commissioner Nickerson introduced this to discuss the need for generators at the fairgrounds, fire station, library, and county building.
- b. Commissioner Newton and Commissioner Nickerson discussed the challenges of using diesel generators and the benefits of natural gas generators.
- c. Commissioner Fackrell suggests using a single-phase generator for the fairgrounds.
- d. Commissioner Nickerson discussed the priority of installing generators and the maintenance required for each type.
- e. The Commission decided to explore options for installing generators that can power multiple buildings and discusses the costs involved.

No motion taken.

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'
 - i. (Item a) The CAM explained that the Deputy Fire Chief and Fire Marshal positions are currently part-time, with salaries of \$44,064 and \$46,000, respectively, plus approximately \$6,899 in benefits. She noted that combining the roles into a single Deputy Fire Chief/Fire Marshal position would reduce the

MORGAN COUNTY COMMISSION MEETING MINUTES

- total salary by \$17,064, but applying the savings toward benefits would increase the required fund balance contribution to \$22,005.74.
- ii. (Item b) The CAM reported that Shaun Rose, the County Recorder, requested \$10,000 in the FY 2026 budget for a scanning project. Although the Commission approved funding for the project this year, the Recorder indicated it cannot be completed in the current fiscal year, so the funds will roll back into fund balance. He is now requesting the budgeted amount be included for FY 2026.
 - iii. Erica White proposed an eight-hour "Courageous Conversations" training for fire station captains, administrators, and potentially other department heads, designed to teach managers how to engage in effective, constructive conversations, manage conflict, treat all employees equitably, and foster employee engagement. The program includes facilitated exercises, practice scenarios, and guidance on navigating difficult workplace interactions. The course accommodates up to 30 participants, offers a discount for government entities, and provides training materials at no cost. White recommended the training as a valuable opportunity to enhance communication and leadership skills across the department.

Commissioner Newton moved to approve the budget adjustment to combine the part-time Fire Marshal and Deputy Fire Chief positions into one full-time position, updating the budget by \$22,005.74 from fund balance to cover employee benefits, and transferring \$17,064 from permanent employee salary savings to employee benefits.

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 approve the budget adjustment form for \$10,000 to move from the fund balance into 10-4144-262.

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 Blocker moved to approve the funding of the critical conversations class of \$7,500 to be moved from the fund balance to professional and tech balance 10-4640-310-000.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

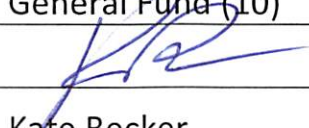
The Vote was unanimous. The Motion passed.



2026 BUDGET CHANGE FORM

Date 03/17/2026

Department General Fund (10)

Department Head Signature 
Kate Becker

Amount See Attached: Net Zero

Move from GL Account# See Attached: Multiple

Move to GL Account # See Attached: Mutiple

Brief Description Open Enrollment & URS Adjustments

Clerk/Auditor Use Only

Date Entered:	
Date Commission Approved:	<u>3.18.2026</u>

10-4111-130	Commission	\$ 450.12
10-4141-130	Clerk/Auditor	\$ (2,917.99)
10-4144-130	Recorder	\$ 786.06
10-4145-130	Attorney	\$(23,266.73)
10-4146-130	Assessor	\$ 28,491.35
10-4148-130	HR	\$ 520.70
10-4161-130	Courthouse Bldg & Grounds	\$ 5,281.95
10-4255-130	Emergency Mgmt	\$ 3,374.70
10-4411-130	Public Works	\$ 3,406.39
10-4150-520	Non-Dept Wage Adj	\$(16,126.55)

Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
Total Intergovernmental Revenue:		1,270,997.05	891,018.05	1,014,177.00	.00	1,014,177.00
Charges for Services						
10-3410-000-000	MEDICI Revenue	13,000.00	15,837.19	16,000.00	.00	16,000.00
10-3412-000-000	Recording of Legal Documents	175,777.00	151,081.25	175,777.00	.00	175,777.00
10-3413-000-000	Election Fees	9,000.00	0.00	1,600.00	.00	1,600.00
10-3415-000-000	Assessor Fees	1,000.00	1,750.00	1,000.00	.00	1,000.00
10-3416-000-000	Auditor's Fees	500.00	907.20	600.00	.00	600.00
10-3417-000-000	Subdivision & Rezone App Fees	85,619.00	28,739.82	45,000.00	.00	45,000.00
10-3417-100-000	Consulting Fees	244,341.00	360.50	0.00	.00	.00
10-3419-100-000	Public Land Corner Prsv Fund	1,200.00	1,666.00	1,700.00	.00	1,700.00
10-3421-000-000	Sheriff Services	81,800.00	77,599.66	81,000.00	.00	81,000.00
10-3422-000-000	Ambulance Fees	300,000.00	330,645.17	200,000.00	.00	200,000.00
10-3423-000-000	Finger Printing	120.00	510.00	350.00	.00	350.00
10-3444-100-000	Fire Dept Charge for Services	20,000.00	13,850.00	20,000.00	.00	20,000.00
10-3450-000-000	WPR Road & Fire Reimbursement	1,082,062.00	528,781.02	406,562.00	.00	406,562.00
Total Charges for Services:		2,014,419.00	1,151,727.81	949,589.00	.00	949,589.00
Fines and Forfeitures						
10-3510-000-000	Justice Court Fines	200,000.00	242,608.67	250,000.00	.00	250,000.00
10-3513-000-000	District Court Fines	2,500.00	2,781.73	2,500.00	.00	2,500.00
Total Fines and Forfeitures:		202,500.00	245,390.40	252,500.00	.00	252,500.00
Miscellaneous Revenue						
10-3610-000-000	Interest Earnings	410,053.00	495,490.95	386,530.00	.00	386,530.00
10-3620-000-000	Rents & Concessions Courthouse	2,500.00	3,016.45	2,500.00	.00	2,500.00
10-3627-000-000	Rents Concessions Senior Cntr	0.00	600.00	600.00	.00	600.00
10-3643-000-000	Search & Rescue Rental	2,000.00	5,437.85	3,000.00	.00	3,000.00
10-3690-000-000	Sundry Revenue	134,698.00	65,665.51	33,000.00	.00	33,000.00
Total Miscellaneous Revenue:		549,251.00	570,210.76	425,630.00	.00	425,630.00
Contributions & Transfers						
10-3840-000-000	Transfers From Other Funds	0.00	1,110.00	0.00	.00	.00
Total Contributions & Transfers:		0.00	1,110.00	0.00	.00	.00
County Commission						
10-4111-110-000	Permanent Employees	162,180.00	162,419.46	165,423.60		165,423.60
10-4111-130-000	Employee Benefits	22,928.00	22,709.30	22,716.20	benefits: 23,166.32	22,716.20
10-4111-220-000	Public Notices	1,000.00	553.43	1,000.00		1,000.00
10-4111-230-000	Travel & Training	20,000.00	12,682.80	15,000.00		15,000.00
10-4111-240-000	Office Supplies & Expenses	2,000.00	1,850.99	2,000.00		2,000.00
10-4111-250-000	Equipment Supplies & Maint	1,000.00	890.00	1,000.00		1,000.00
10-4111-250-900	Capital Outlay	0.00	0.00	0.00		.00

benefits: 23,166.32
450.12

Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
Total County Commission:		209,108.00	201,105.98	207,139.80	.00	207,139.80
Justice Of The Peace						
10-4122-110-000	Permanent Employees	36,756.00	36,139.96	36,756.00	.00	36,756.00
10-4122-130-000	Employee Benefits	10,401.00	10,836.39	11,541.56	.00	11,541.56
10-4122-230-000	Travel	2,500.00	259.41	2,500.00	.00	2,500.00
10-4122-240-000	Office Supplies & Expenses	1,275.00	599.80	1,275.00	.00	1,275.00
10-4122-250-000	Equipment Supplies & Maint	300.00	0.00	300.00	.00	300.00
10-4122-310-000	Professional & Technical	28,900.00	25,301.00	32,000.00	.00	32,000.00
Total Justice Of The Peace:		80,132.00	73,136.56	84,372.56	.00	84,372.56
Attorney For Indigent						
10-4129-310-000	Professional & Technical	54,000.00	48,000.00	54,000.00	.00	54,000.00
10-4129-320-000	Indigent Capital Defense	7,589.00	0.00	7,500.00	.00	7,500.00
10-4129-330-000	Conflict Council	0.00	0.00	0.00	.00	.00
10-4129-340-000	Indigent Appellate Attorney	20,000.00	8,441.09	20,000.00	.00	20,000.00
Total Attorney For Indigent:		81,589.00	56,441.09	81,500.00	.00	81,500.00
Clerk/Auditor						
10-4141-110-000	Permanent Employees	219,434.00	215,394.59	225,686.19	.00	225,686.19
10-4141-130-000	Employee Benefits	83,560.00	79,029.41	85,323.36	.00	85,323.36
10-4141-210-000	Books, Subscriptions & Members	800.00	470.10	500.00	.00	500.00
10-4141-220-000	Public Notices	2,500.00	2,001.30	2,000.00	.00	2,000.00
10-4141-230-000	Travel & Training	5,000.00	3,225.19	8,500.00	.00	8,500.00
10-4141-240-000	Office Supplies & Expenses	2,200.00	1,462.16	2,500.00	.00	2,500.00
10-4141-310-000	Professional & Technical	54,540.00	19,408.03	50,000.00	.00	50,000.00
10-4141-480-000	Elections	55,250.00	43,166.66	65,000.00	.00	65,000.00
10-4141-530-000	Business Licenses	5,300.00	385.54	5,300.00	.00	5,300.00
10-4141-740-000	Equipment	6,800.00	0.00	5,000.00	.00	5,000.00
10-4141-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Clerk/Auditor:		435,384.00	364,542.98	449,809.55	.00	449,809.55
Treasurer						
10-4143-110-000	Permanent Employees	197,901.00	171,958.85	203,109.53	.00	203,109.53
10-4143-130-000	Employee Benefits	99,164.00	63,908.73	67,454.17	.00	67,454.17
10-4143-210-000	Books, Subscriptions & Members	100.00	75.00	100.00	.00	100.00
10-4143-220-000	Public Notices	500.00	0.00	500.00	.00	500.00
10-4143-230-000	Travel & Training	5,000.00	2,861.49	5,000.00	.00	5,000.00
10-4143-240-000	Office Supplies & Expenses	1,500.00	1,138.37	1,500.00	.00	1,500.00
10-4143-250-000	Equipment Supplies & Maint	3,500.00	2,511.93	3,500.00	.00	3,500.00
10-4143-310-000	Professional & Technical	300.00	0.00	300.00	.00	300.00
10-4143-480-000	Special Dept Supplies	5,200.00	4,014.92	5,500.00	.00	5,500.00
10-4143-740-000	Equipment	1,500.00	264.96	1,500.00	.00	1,500.00
10-4143-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00

Handwritten notes:
 WS
 82,
 405.37
 917.97

Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
Total Treasurer:		314,665.00	246,734.25	288,463.70	.00	288,463.70
Recorder						
10-4144-110-000	Permanent Employees	362,937.37	363,682.54	375,596.93	.00	375,596.93
10-4144-120-000	Temporary Employees	5,000.00	1,256.52	0.00	.00	.00
10-4144-130-000	Employee Benefits	178,432.61	177,105.16	185,240.09	186,026.15	185,240.09
10-4144-210-000	Books, Subscriptions & Members	500.00	310.00	350.00	.00	350.00
10-4144-230-000	Travel & Training	8,000.00	6,325.81	16,000.00	786.00	16,000.00
10-4144-240-000	Office Supplies & Expenses	2,500.00	2,171.48	2,500.00	.00	2,500.00
10-4144-250-000	Equipment Supplies & Maint	14,030.50	9,024.10	9,000.00	.00	9,000.00
10-4144-260-000	Historical Doc Preserv	11,769.50	10,645.03	14,500.00	.00	14,500.00
10-4144-300-000	MEDICI RECORDING FEES	1,400.00	0.00	4,000.00	.00	4,000.00
10-4144-310-000	Professional & Technical	0.00	0.00	0.00	.00	.00
10-4144-320-000	Surveyor	15,413.45	15,413.45	15,000.00	.00	15,000.00
10-4144-320-100	Surveyor Grant	36,931.55	24,207.33	70,214.00	.00	70,214.00
10-4144-480-000	Special Dept Supplies	6,000.00	5,078.67	6,000.00	.00	6,000.00
10-4144-740-000	Equipment	0.00	0.00	0.00	.00	.00
10-4144-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Recorder:		642,914.98	615,220.09	698,401.02	.00	698,401.02
Attorney						
10-4145-110-000	Permanent Employees	353,643.00	349,311.42	449,686.27	.00	449,686.27
10-4145-130-000	Employee Benefits	166,848.00	111,569.00	171,066.73	.00	171,066.73
10-4145-200-000	Litigation	500.00	25.50	500.00	.00	500.00
10-4145-210-000	Books, Subscriptions & Members	6,345.00	5,996.54	5,700.00	.00	5,700.00
10-4145-230-000	Travel & Training	7,155.00	4,828.93	8,000.00	.00	8,000.00
10-4145-240-000	Office Supplies & Expenses	1,000.00	894.31	1,000.00	.00	1,000.00
10-4145-250-000	Equipment Supplies & Maint	1,000.00	406.37	1,000.00	.00	1,000.00
10-4145-280-000	Telephone	0.00	0.00	200.00	.00	200.00
10-4145-310-000	Prof, Tech & Admin Cont Serv	0.00	0.00	0.00	.00	.00
10-4145-340-000	Legal Assistant	0.00	0.00	0.00	.00	.00
10-4145-370-000	Temp Legal	41,800.00	31,930.00	0.00	.00	.00
10-4145-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Attorney:		578,291.00	504,962.07	637,153.00	.00	637,153.00
Assessor						
10-4146-110-000	Permanent Employees	315,132.00	303,946.43	462,080.65	.00	462,080.65
10-4146-130-000	Employee Benefits	124,761.00	126,664.93	165,508.65	Benefits ~ 194,000	165,508.65
10-4146-230-000	Travel & Training	6,000.00	5,134.19	6,000.00	.00	6,000.00
10-4146-240-000	Office Supplies & Expenses	3,345.00	2,299.94	3,345.00	.00	3,345.00
10-4146-250-000	Equipment Supplies & Maint	3,000.00	2,676.68	3,000.00	.00	3,000.00
10-4146-310-000	Professional & Technical	48,000.00	37,450.26	63,000.00	.00	63,000.00
10-4146-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Assessor:		500,238.00	478,172.43	702,934.30	.00	702,934.30
Human Resources						
10-4148-110-000	Permanent Employees	89,345.00	89,429.89	92,025.29	.00	92,025.29

Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
10-4148-130-000	Employee Benefits	38,514.00	33,301.47	43,801.46	.00	43,801.46
10-4148-210-000	Books, Subscriptions & Members	503.88	503.88	1,327.80	.00	1,327.80
10-4148-230-000	Travel & Training	2,072.27	2,072.27	2,200.00	.00	2,200.00
10-4148-240-000	Office Supplies and Expenses	858.78	793.06	1,000.00	.00	1,000.00
10-4148-250-000	Equipment Supplies & Maint	500.00	375.00	500.00	.00	500.00
10-4148-280-000	Phone	0.00	0.00	360.00	.00	360.00
10-4148-310-000	Professional & Technical	9,000.00	7,532.00	6,000.00	.00	6,000.00
10-4148-320-000	Employee Appreciation	28,025.07	25,504.45	26,000.00	.00	26,000.00
Total Human Resources:		168,819.00	159,512.02	173,214.55	.00	173,214.55

44,322.10
+ 520.70

IT Department

10-4149-110-000	Permanent Employees	179,071.00	179,939.31	182,671.95	.00	182,671.95
10-4149-130-000	Employee Benefits	89,987.00	88,192.65	96,905.77	.00	96,905.77
10-4149-240-000	Office Supplies & Expenses	21,000.00	19,888.72	21,000.00	.00	21,000.00
10-4149-280-000	Telephone	1,000.00	223.58	1,000.00	.00	1,000.00
10-4149-310-000	Professional & Technical	169,660.96	169,471.70	172,660.96	.00	172,660.96
10-4149-740-000	Equipment	14,000.00	13,887.24	14,000.00	.00	14,000.00
10-4149-900-000	Capital Outlay	0.00	0.00	45,000.00	.00	45,000.00
Total IT Department:		474,718.96	471,603.20	533,238.68	.00	533,238.68

Non-Departmental

10-4150-210-000	Books, Subscriptions & Members	85,210.00	60,755.98	65,000.00	.00	65,000.00
10-4150-240-000	Office Supplies & Expenses	3,500.00	2,655.52	6,500.00	.00	6,500.00
10-4150-250-000	Postage	12,000.00	11,546.24	12,000.00	.00	12,000.00
10-4150-280-000	Telephone	16,000.00	16,000.00	16,000.00	.00	16,000.00
10-4150-310-000	Professional & Technical	51,875.60	5,875.60	260,000.00	.00	260,000.00
10-4150-310-100	Audit/Consulting	90,000.00	79,353.35	90,000.00	.00	90,000.00
10-4150-310-200	Legislative Consulting	120,000.00	120,000.00	120,000.00	.00	120,000.00
10-4150-340-000	Serv Not Otherwise Classified	507,939.34	107,576.06	200,000.00	.00	200,000.00
10-4150-510-000	Insurance	213,000.00	414,340.08	213,000.00	.00	213,000.00
10-4150-520-000	Wage & Benefit Adjustments	20,347.00	20,522.00	50,000.00	.00	50,000.00
10-4150-610-000	Donations	2,500.00	2,500.00	20,020.00	.00	20,020.00
10-4150-675-000	County ARPA	399,405.19	359,885.81	0.00	.00	.00
10-4150-740-000	Equipment	5,000.00	4,695.32	0.00	.00	.00
Total Non-Departmental:		1,526,777.13	1,205,705.96	1,052,520.00	.00	1,052,520.00

Courthouse Bldg & Grounds

10-4161-110-000	Permanent Employees	93,844.00	96,352.76	96,793.62	.00	96,793.62
10-4161-130-000	Employee Benefits	64,520.00	65,677.35	63,793.14	.00	63,793.14
10-4161-250-000	Equipment Supplies & Maint	52,000.00	51,698.57	52,000.00	.00	52,000.00
10-4161-270-000	Utilities	74,000.00	58,169.02	78,000.00	.00	78,000.00
10-4161-750-000	Equipment	0.00	0.00	0.00	.00	.00
10-4161-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Courthouse Bldg & Grounds:		284,364.00	271,897.70	290,586.76	.00	290,586.76

Benefits: \$69,075.09
+ 51,281.55

Planning & Development

10-4180-110-000	Permanent Employees	513,328.00	503,406.51	527,941.79	.00	527,941.79
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Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
10-4222-490-000	Wildfire Mitigation	8,042.17	8,042.17	10,000.00	.00	10,000.00
10-4222-500-000	Wildfire Preparedness	40,957.83	32,740.39	0.00	.00	.00
10-4222-510-000	PPE/Uniform	18,000.00	16,987.98	19,000.00	.00	19,000.00
10-4222-900-000	Capitall Outlay	0.00	0.00	0.00	.00	.00
Total Wildland Fire:		140,500.00	128,916.19	110,000.00	.00	110,000.00

Animal Control

10-4253-110-000	Permanent Employees	0.00	0.00	0.00	.00	.00
10-4253-130-000	Benefits	0.00	0.00	0.00	.00	.00
10-4253-250-000	Equipment Supplies & Maint	0.00	0.00	0.00	.00	.00
Total Animal Control:		0.00	0.00	0.00	.00	.00

Emergency Management

10-4255-110-000	Permanent Employees	93,000.00	54,780.47	54,105.92	.00	54,105.92
10-4255-120-000	Temporary Employees	1,000.00	0.00	0.00	.00	.00
10-4255-130-000	Employee Benefits	63,000.00	39,389.55	43,991.06	.00	43,991.06
10-4255-230-000	Travel	2,500.00	1,079.84	2,500.00	.00	2,500.00
10-4255-280-000	Telephone	0.00	108.00	216.00	.00	216.00
10-4255-610-000	Supplies	3,000.00	2,517.90	3,000.00	.00	3,000.00
10-4255-760-000	Grant Expenditures	62,500.00	54,231.96	0.00	.00	.00
10-4255-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Emergency Management:		225,000.00	152,107.72	103,812.98	.00	103,812.98

47,305.70
x 3,374.70

Ambulance

10-4260-110-000	Permanent Employees	165,986.00	157,395.90	164,160.24	.00	164,160.24
10-4260-120-000	Temporary Employees	264,285.00	225,934.24	215,000.00	.00	215,000.00
10-4260-120-100	Temporary Employees (Grant)	521,952.00	308,222.03	900,400.00	.00	900,400.00
10-4260-130-000	Employee Benefits	109,932.00	100,812.20	159,962.88	.00	159,962.88
10-4260-230-000	Travel	7,500.00	4,149.76	4,500.00	.00	4,500.00
10-4260-240-000	Office Supplies & Expenses	7,500.00	6,734.72	5,000.00	.00	5,000.00
10-4260-250-000	Equipment Supplies & Maint	27,379.25	27,203.69	10,000.00	.00	10,000.00
10-4260-270-000	Utilities	14,300.00	11,115.77	14,300.00	.00	14,300.00
10-4260-280-000	Telephone	3,200.00	2,364.94	3,200.00	.00	3,200.00
10-4260-305-000	Prof & Tech	108,380.00	53,343.69	101,380.00	.00	101,380.00
10-4260-310-000	Billing Services	5,000.00	1,195.50	0.00	.00	.00
10-4260-311-000	EMT Training	13,000.00	12,746.15	18,000.00	.00	18,000.00
10-4260-340-000	Uniforms	15,500.00	14,715.87	35,500.00	.00	35,500.00
10-4260-450-000	Special Public Safety Supplies	37,500.00	34,186.06	25,000.00	.00	25,000.00
10-4260-740-000	Equipment-Medical	228,426.75	196,645.36	0.00	.00	.00
10-4260-900-000	Capital Outlays	0.00	0.00	0.00	.00	.00
Total Ambulance:		1,529,841.00	1,156,765.88	1,656,403.12	.00	1,656,403.12

Public Works/Engineering

10-4411-110-000	Permanent Employees	423,112.00	432,325.04	499,078.14	.00	499,078.14
10-4411-110-100	Employee Overtime	14,778.00	0.00	44,528.00	.00	44,528.00
10-4411-130-000	Employee Benefits	198,297.00	199,036.90	209,719.07	.00	209,719.07
10-4411-230-000	Travel & Training	4,000.00	2,977.04	4,000.00	.00	4,000.00

23,125.00 + 6
+ 3,406.39

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Nickerson approved the motion of moving \$45,000 from the general fund balance to the non departmental insurance.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 2. Benefit Adjustments needed now that open enrollment is complete.** Kate Becker (CAM) presented routine open-enrollment budget adjustments affecting Fund 10 wages, requiring \$16,126.55 from non-departmental wages, along with a correction to the Garbage Enterprise Fund.

Commissioner Newton approved the move of funds

-Commissioner Nickerson second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 3. \$42,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-260-000 [Fire: Building & Grounds]** Awarded 2025 bid to replace concrete in front of Fire Station but the contractor has not started the project. Money rolled back into General Fund at end of 2025

Commissioner Newton approved to move \$42,500 from the general fund to the fire building and grounds. -

-Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

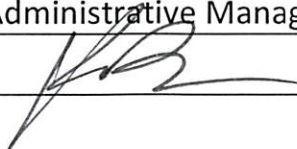
The vote was unanimous. The motion passed

- 4. \$31,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-740-300 [Fire: Turn Out Gear]** This was part of the WPR-RFD monies deposited in 2025. The gear did not all get ordered as we were still onboarding new firefighters so the monies rolled back into General Fund. Kate Becker (CAM) explained that \$31,499 from the WPR turnout-gear allocation rolled back into the general fund because gear couldn't be purchased without knowing new hires' sizes. She requested the funds be re-budgeted so turnout gear can be purchased this year.

Commissioner Nickerson motioned to approve 31,500 from general fund balance for fire turnout gear.



2026 BUDGET CHANGE FORM

Date 11/17/2025
Department Administrative Manager
Department Head Signature 
Amount 7,500
Move from GL Account# 10-2951-000-000 Fund Balance
Move to GL Account # 10-4640-310-000 Professional & Tech

Brief Description

Courageous Conversations

Class

Clerk/Auditor Use Only

Date Entered

Commission Approved 11/18/2025

MORGAN COUNTY COMMISSION MEETING MINUTES

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 approve the BOE 2025 property appeal stipulations.

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 the Board of Equalization and reconvene the public meeting.

Seconded by Commissioner Fackrell

VOTE:

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

5. Hon. Morgan County Commission – Discussion/Decision – Generator Updates

Discussion and decision on options to upgrade or install generators throughout County buildings.

- a. Commissioner Nickerson introduced this to discuss the need for generators at the fairgrounds, fire station, library, and county building.
- b. Commissioner Newton and Commissioner Nickerson discussed the challenges of using diesel generators and the benefits of natural gas generators.
- c. Commissioner Fackrell suggests using a single-phase generator for the fairgrounds.
- d. Commissioner Nickerson discussed the priority of installing generators and the maintenance required for each type.
- e. The Commission decided to explore options for installing generators that can power multiple buildings and discusses the costs involved.

No motion taken.

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'
 - i. (Item a) The CAM explained that the Deputy Fire Chief and Fire Marshal positions are currently part-time, with salaries of \$44,064 and \$46,000, respectively, plus approximately \$6,899 in benefits. She noted that combining the roles into a single Deputy Fire Chief/Fire Marshal position would reduce the

MORGAN COUNTY COMMISSION MEETING MINUTES

- total salary by \$17,064, but applying the savings toward benefits would increase the required fund balance contribution to \$22,005.74.
- ii. (Item b) The CAM reported that Shaun Rose, the County Recorder, requested \$10,000 in the FY 2026 budget for a scanning project. Although the Commission approved funding for the project this year, the Recorder indicated it cannot be completed in the current fiscal year, so the funds will roll back into fund balance. He is now requesting the budgeted amount be included for FY 2026.
 - iii. Erica White proposed an eight-hour "Courageous Conversations" training for fire station captains, administrators, and potentially other department heads, designed to teach managers how to engage in effective, constructive conversations, manage conflict, treat all employees equitably, and foster employee engagement. The program includes facilitated exercises, practice scenarios, and guidance on navigating difficult workplace interactions. The course accommodates up to 30 participants, offers a discount for government entities, and provides training materials at no cost. White recommended the training as a valuable opportunity to enhance communication and leadership skills across the department.

Commissioner Newton moved to approve the budget adjustment to combine the part-time Fire Marshal and Deputy Fire Chief positions into one full-time position, updating the budget by \$22,005.74 from fund balance to cover employee benefits, and transferring \$17,064 from permanent employee salary savings to employee benefits.

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 approve the budget adjustment form for \$10,000 to move from the fund balance into 10-4144-262.

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 Blocker moved to approve the funding of the critical conversations class of \$7,500 to be moved from the fund balance to professional and tech balance 10-4640-310-000.

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.



2026 BUDGET CHANGE FORM

Date 03/17/2026

Department Attorney

Department Head Signature _____
Garrett Smith

Amount 2,448.52

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

Move to GL Account # 10-4145-240-000 [Atty: Office supplies]

Brief Description _____
Cost of Laptop and equipment for new attorney

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved: 3.18.2026

if approved will need to JE to reimburse non-departmental

To: Garrett Smith <gsmith@morgancountyutah.gov>, Jeremy Archibald
<jeremy@morgancountyutah.gov>

Subject: Doug Expenses

Are there any other expenses that will come out of non-dept for Doug I will need to eventually journal entry over to the attorney's office?

Non-Departmental	10-4150-340-000	Serv Not	Otherwise Cl	Western Security Bank	Acct #5330: Desk phone for Assistant Att	012826	01/28/2026	217.00
Non-Departmental	10-4150-340-000	Serv Not	Otherwise Cl	Western Security Bank	Acct #5330: Laptop for Assistant Attorney	012826	01/28/2026	1,679.00
Non-Departmental	10-4150-340-000	Serv Not	Otherwise Cl	Western Security Bank	Acct #5330: Monitor, Docking Station, Ke	012826	01/28/2026	474.97
Non-Departmental	10-4150-340-000	Serv Not	Otherwise Cl	Western Security Bank	Acct #5330: Laptop bag for Ast Attorney	012826	01/28/2026	77.85
Total 104150340000:								2,448.82

~Kate Becker
Morgan County
Administrative Manager
(435) 800.8724 textable cell



OOO March 8-12, 2026

Kate Becker

From: Garrett Smith
Sent: Tuesday, February 3, 2026 11:38 AM
To: Jeremy Archibald; Kate Becker
Subject: RE: Doug Expenses

I will eventually have more expenses for Lexis, eProsecutor, and Travel/Training. As we get further into the year I'll have a better idea on exact budget amendment requests. But I'll do those through the Attorney budget rather than non-departmental. Thanks for helping us get Doug set up.

Add Dean \$

Warm regards,

Garrett T. Smith
County Attorney
Morgan County Attorney's Office
PO Box 886
Morgan, UT 84050
Direct: 801-845-4080
Fax 801-845-6006

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From: Jeremy Archibald <jeremy@morgancountyutah.gov>
Sent: Tuesday, February 3, 2026 10:55 AM
To: Kate Becker <kBecker@morgancountyutah.gov>; Garrett Smith <gsmith@morgancountyutah.gov>
Subject: Re: Doug Expenses

None from me.

Thank you,

Jeremy Archibald
Director of Information Systems
Jeremy@morgancountyutah.gov



2,3

From: Kate Becker <kBecker@morgancountyutah.gov>
Date: Tuesday, February 3, 2026 at 10:53 AM

MORGAN COUNTY REQUEST FOR PAYMENT

VENDOR NAME: Bank Card
MAILING ADDRESS: _____

INVOICE #: 112-7573095-6706627 INVOICE DATE: 1/5/2026

ACCOUNT #: _____ PAYMENT DUE DATE: N/A

DESCRIPTION: Monitor, Docking Station, Keyboard, and mouse for new Assistant Attorney

AMOUNT DUE: \$474.97 GL ACCOUNT #: 10-4150-340

EXPLANATION OF PURCHASE:
Monitor, Docking Station, Keyboard, and mouse for new Assistant Attorney

APPROVED BY: _____	<u>01/05/2026</u>
DEPARTMENT HEAD	DATE
_____	_____
COUNTY AUDITOR	DATE

REJECTED FOR:
_____INCOMPLETE FORM
_____OVER BUDGET
_____MISSING DOCUMENTATION

Order Summary

Order placed January 5, 2026 Order # 112-7573095-6706627

Ship to

Jeremy Archibald
 48 W YOUNG ST #
 BOX 886
 MORGAN, UT 84050-9000
 United States

Payment method

Visa ending in 5330

[View related transactions](#)

Order Summary

Item(s) Subtotal:	\$474.97
Shipping & Handling:	\$0.00
Total before tax:	\$474.97
Estimated tax to be collected:	\$0.00
Grand Total:	\$474.97

Arriving Wednesday



Logitech MK540 Advanced Wireless Keyboard and Mouse Combo for Windows, 2.4 GHz Unifying USB-Receiver, Multimedia Hotkeys, 3-Year Battery Life, for PC, Laptop

Sold by: Amazon.com

Supplied by: Other

\$44.99



HP Docking Station for Laptop Dual Monitor and Charging Bundle - HP USB-C G5 Dock 5TW10AA / 5TW10UT / 5TW10AA#ABB with 120W Adapter, HDMI, DisplayPort, USB-C Cables & Microfiber Cleaning Cloth

Sold by: ANYHDD

Supplied by: Other

\$199.99



LG 27UP650K-W 27-inch Ultrafine 4K UHD (3840 x 2160) IPS Computer Monitor, 60Hz, 5ms, DisplayHDR 400, Reader Mode, Flicker Safe, HDMI, DisplayPort, Tilt/Height/Pivot Adjustable Stand, White

Sold by: Amazon.com

Supplied by: Other

\$229.99

[Back to top](#)

JRA

MORGAN COUNTY REQUEST FOR PAYMENT

VENDOR NAME: Bank Card

MAILING ADDRESS: _____

INVOICE #: 112-7184018-5642628

INVOICE DATE: 1/5/2026

ACCOUNT #: _____

PAYMENT DUE DATE: N/A

DESCRIPTION: Laptop for new Assistant Attorney

AMOUNT DUE: \$1679.00

GL ACCOUNT #: 10-4150-340

EXPLANATION OF PURCHASE:

Laptop for new Assistant Attorney

APPROVED BY: _____

DEPARTMENT HEAD

COUNTY AUDITOR

01/05/2026

DATE

DATE

REJECTED FOR:

INCOMPLETE FORM

OVER BUDGET

MISSING DOCUMENTATION

Order Summary

Order placed January 5, 2026 Order # 112-7184018-5642628

Ship to

Jeremy Archibald
48 W YOUNG ST #
BOX 886
MORGAN, UT 84050-9000
United States

Payment method

Visa ending in 5330

[View related transactions](#)

Order Summary

Item(s) Subtotal:	\$1,679.00
Shipping & Handling:	\$0.00
Total before tax:	\$1,679.00
Estimated tax to be collected:	\$0.00
Grand Total:	\$1,679.00

Arriving Wednesday



HP 2024 Laptop | Envy 17-DA000 | 17.3" 1920 x 1080 Touch IPS | Intel-12 Core Ultra 7 155U | NVIDIA GeForce RTX 3050 | 32GB DDR5 | 1TB SSD | Windows 11 Pro | Backlit KB - SMP IR Camera - Silver

Sold by: [Rocket Computer](#)

Supplied by: Other

\$1,679.00

[Back to top](#)

JRA

MORGAN COUNTY
REQUEST FOR PAYMENT

VENDOR NAME: Bank Card
MAILING ADDRESS: _____

INVOICE #: 112-7168484-3005038 INVOICE DATE: 1/5/2026

ACCOUNT #: _____ PAYMENT DUE DATE: N/A

DESCRIPTION: Desk Phone for new Assistant Attorney

AMOUNT DUE: \$217.00 GL ACCOUNT #: 10-4150-340

EXPLANATION OF PURCHASE:

Desk Phone for new Assistant Attorney

APPROVED BY: _____
DEPARTMENT HEAD

01/05/2026
DATE

COUNTY AUDITOR

DATE

REJECTED FOR:

_____ INCOMPLETE FORM
_____ OVER BUDGET
_____ MISSING DOCUMENTATION

Order Summary

Order placed January 5, 2026 Order # 112-7168484-3005038

Ship to

Jeremy Archibald
48 W YOUNG ST #
BOX 886
MORGAN, UT 84050-9000
United States

Payment method

Visa ending in 5330

[View related transactions](#)

Order Summary

Item(s) Subtotal:	\$217.00
Shipping & Handling:	\$0.00
Total before tax:	\$217.00
Estimated tax to be collected:	\$0.00
Grand Total:	\$217.00

Arriving Wednesday



Yealink MP56-TEAMS Edition Desk IP Phone 7" Touch Screen, PoE, Power Adapter
Not Included

Sold by: [Tech-Data Wholesale](#)

Supplied by: Other

\$217.00

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JRA

MORGAN COUNTY
REQUEST FOR PAYMENT

VENDOR NAME: Bank Card
MAILING ADDRESS: _____

INVOICE #: 112-3533858-5501832 INVOICE DATE: 1/5/2026

ACCOUNT #: _____ PAYMENT DUE DATE: N/A

DESCRIPTION: Laptop bag for new Assistant Attorney

AMOUNT DUE: \$77.55 GL ACCOUNT #: 10-4150-340

EXPLANATION OF PURCHASE:

Laptop bag for new Assistant Attorney

APPROVED BY: _____
DEPARTMENT HEAD

01/05/2026
DATE

COUNTY AUDITOR

DATE

REJECTED FOR:

_____ INCOMPLETE FORM
_____ OVER BUDGET
_____ MISSING DOCUMENTATION

Order Summary

Order placed January 5, 2026 Order # 112-3533858-5501832

Ship to

Jeremy Archibald
48 W YOUNG ST #
BOX 886
MORGAN, UT 84050-9000
United States

Payment method

Visa ending in 5330

[View related transactions](#)

Order Summary

Item(s) Subtotal:	\$77.55
Shipping & Handling:	\$0.00
Total before tax:	\$77.55
Estimated tax to be collected:	\$0.00
Grand Total:	\$77.55

Arriving January 15 - January 16



Lenovo - Legion 17" Armored Backpack – Gaming Laptop Bag – Double Layered Protection – Dedicated Storage Pockets – Durable Pack with EVA Front Shield

Sold by: Amazon.com

Supplied by: Other

\$77.55

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MORGAN COUNTY COMMISSION MEETING AGENDA

2. \$6,000 from 10-4150-520-000 [Non Dept: Wage Adjustment] to 10-1411-120-000 [Recorder: Temp Employees] for temp staff to scan documents: Kate Becker (CAM) explained a budget oversight related to document-scanning work. Although the commission previously approved rolling the software funding from FY25 to FY26, the temporary staffing needed to complete the scanning was mistakenly not rolled forward. She requested correction so the project can continue as planned.

Commissioner Nickerson moves to approve budget adjustment

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

b. Hon. Garrett Smith, Morgan County Attorney

1. \$2,448.52 from 10-2951-000-000 [General Fund Balance] to 10-4145-240-000 [Attorney: Office Supplies] Laptop & Equipment for New Attorney County Attorney Garret Smith reported that funding for office equipment and software for the newly approved full-time attorney was overlooked last year and requested the needed items be funded from the general fund. Commissioners acknowledged related software needs will be addressed in a later adjustment.

Commissioner Blocker Moves to move \$2,448.52 from the general fund balance to the attorney office supplies.

Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

c. Kate Becker, Morgan County Administrative Manager

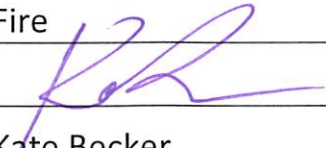
1. **\$45,000 from 10-2951-000-000 [General Fund Balance] to 10-4150-510_000 [Non Departmental: Insurance]**



2026 BUDGET CHANGE FORM

Date 1/21/2026

Department Fire

Department Head Signature 

Amount 31,500

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

Move to GL Account # 10-4221-740-300 Turn Out Gear - Fire

Brief Description

WPR-RFD Contract included \$55,500 for turnouts. Approximately \$31,500

Was not spent as it is size specific and we had not on boarded every one yet.

Those funds rolled back into GR and we are asking that they be put back in the

Budget as the department is now low on Turn out gear funding.

One set of turn out gear is \$3,700

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved: 3.18.2026

Account:

General Fund - County Fire Dept - Transfers

Account: 10-4221-740-300 Turnout Rotation

Single Account	Detail	Budget	Account	Multiple Accounts	Transactions	Segment
Year-To-Date	14/25 12/31/2025	13/25 12/31/2025	12/25 12/31/2025	11/25 11/30/2025		
Encumbrance	.00	.00	.00	.00		
Actual	44,093.24	44,093.24	44,093.24	7,037.20		
Total	44,093.24	44,093.24	44,093.24	7,037.20		
Budget	75,500.00	75,500.00	75,500.00	75,500.00		
(over)/under	31,406.76	31,406.76	31,406.76	68,462.80		
Percent	58.40	58.40	58.40	9.32		

Fire		
Account Number	Account Title	Y-1 Incremental
10-4221-110-000	Permanent Employees	4,000
10-4221-120-000	Temporary employees	-
10-4221-120-100	Swift Water Rescue	-
10-4221-130-000	Employee Benefits	-
10-4221-230-000	Travel/Training	5,000
10-4221-240-000	Office Supplies & Expenses	1,500
10-4221-250-000	Equipment Supplies & Maint	23,000
10-4221-260-000	Building & Grounds	18,000
10-4221-280-000	Telephone	200
10-4221-340-000	Services Not Otherwise Classified	-
10-4221-740-000	Equipment - Fire	79,200
10-4221-740-300	Turnout Rotation	55,500
GRAND TOTALS		186,400

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Nickerson approved the motion of moving \$45,000 from the general fund balance to the non departmental insurance.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 2. Benefit Adjustments needed now that open enrollment is complete.** Kate Becker (CAM) presented routine open-enrollment budget adjustments affecting Fund 10 wages, requiring \$16,126.55 from non-departmental wages, along with a correction to the Garbage Enterprise Fund.

Commissioner Newton approved the move of funds

-Commissioner Nickerson second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 3. \$42,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-260-000 [Fire: Building & Grounds]** Awarded 2025 bid to replace concrete in front of Fire Station but the contractor has not started the project. Money rolled back into General Fund at end of 2025

Commissioner Newton approved to move \$42,500 from the general fund to the fire building and grounds. -

-Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 4. \$31,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-740-300 [Fire: Turn Out Gear]** This was part of the WPR-RFD monies deposited in 2025. The gear did not all get ordered as we were still onboarding new firefighters so the monies rolled back into General Fund. Kate Becker (CAM) explained that \$31,499 from the WPR turnout-gear allocation rolled back into the general fund because gear couldn't be purchased without knowing new hires' sizes. She requested the funds be re-budgeted so turnout gear can be purchased this year.

Commissioner Nickerson motioned to approve 31,500 from general fund balance for fire turnout gear.

MORGAN COUNTY COMMISSION MEETING AGENDA

-Commissioner Blocker second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

5. \$60,000 from 35-2951-000-000 [Tourism Fund Balance] to 35-4510-404-000 [Tourism: NICA] Budgeted for the revenue from the grant but not the expense.

Commissioner Fackrell motioned to approve the budget adjustment.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

6. \$24,108 from 10-2951-000-000 [General Fund Balance] to 44-4410-310-100 [Capital Improvements: Project Expenses] Library Foyer Ceiling

Commissioner Newton motioned to approve the transfer of \$24,108 from the general fund balance to the capital improvement project expenses fund.

-Commissioner Blocker second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

Commissioner Newton motioned to go to Board of Equalization

-Commissioner Fackrell Second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

12. Morgan County Board of Equalization- Discussion/Decision – BOE Hearing CR-26-01-BOE
Discussion and decision approving the PT-21 Annual Statement of Continued Property Tax Exemption from the Church of Jesus Christ of Latter-Day Saints. Kate Becker (CAM) explained



2026 BUDGET CHANGE FORM

Date 1/09/2026

Department Fire

Department Head Signature *[Signature]*
Kate Becker

Amount 42,500

Move from GL Account# 10-2951 (General Fund)

Move to GL Account # 10-4221-260 (Fire bldg. & Grounds)

Brief Description

Fixing of the cement in front of the fire station. A budget adjustment was
Done in FY 2025 Q3 but the cement contractor was unable to complete the
Project by year end so those funds rolled back into GR

Stated for beginning of March - weather depending

Clerk/Auditor Use Only

Date Entered:

Date Commission Approved: 3.18.2026



2025 BUDGET CHANGE FORM FOR GRANTS

Date 10/07/2025

Department Fire Dept

Department Head Signature *KB*
Kate Becker

Amount 42,500

Revenue GL Account# 10-2951-000-000 [Fund Balance]

Expenditure GL Account # 10-4221-260-000 [Building & Grounds]

Brief Description

Approved 2025 cost for concrete replacement at station 121

Approved in Commission Meeting 10/7/2025 Action item #2

Clerk/Auditor Use Only

Date Entered

MORGAN COUNTY COMMISSION MEETING AGENDA

4. **Lydia Hebdon, Morgan Recreation Director** – Discussion/Decision – Multi-Use Fields
Discussion and decision on submissions for the multi-use field well contract.
 5. **Chief Boyd Carrigan**– Discussion/Decision – Morgan County Fire Department
Discussion and decision on submissions for the concrete replacement of Fire Station 121.
 6. **Chief Boyd Carrigan**– Discussion/Decision – Morgan County Fire Department
Discussion and decision on submissions for delinquent ambulatory billing.
 7. **Josh Cook** – Discussion/**Public Hearing**/Decision – Morgan County Planning & Zoning
Whittier Subdivision, No. 1 Plat Amendment: A request for approval a lot line adjustment within the Whittier Subdivision, which is identified by parcel numbers 00-0064-2773 & 00-0064-2854 and serial numbers 01-WHIT-0003 & 01-WHIT-0004 and is approximately located at 3929 N 4000 W in unincorporated Morgan County.
 8. **Josh Cook** – Discussion/**Public Hearing**/Decision – Morgan County Planning & Zoning
Highway Signage Code Text Amendment: A request for approval of a code text amendment Ordinance **CO 25-19** to the Morgan County Code (MCC) to allow highway signage.
 9. **Kate Becker, Morgan Administrative Manager** – Discussion/Decision – Fairgrounds Electric
Discussion and decision on Resolution **CR 25-52** approving Homesteader Credits.
 10. **Kate Becker, Morgan Administrative Manager** – Discussion/Decision – Fairgrounds Electric
Discussion and decision on a change order to the Fairgrounds Electric update contract.
- (G) **Commissioner Comments**
- Commissioner Blocker
 - Commissioner Newton
 - Commissioner Fackrell
 - Commission Vice-Chair Nickerson
 - Commission Chair Wilson

The undersigned does hereby certify that the above notice and agenda were posted as required by law the 3rd day of October 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.

BID FORM

DATE:

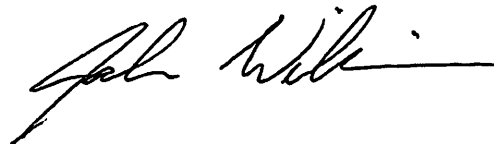
9/12/2025

Fire Station Driveway Replacement**Morgan County**

To: Morgan County,

The undersigned, having examined bid documents, and having visited the site and examined the conditions affecting the work, hereby agrees to furnish all labor, equipment, and materials and perform all operations necessary to complete work as identified in this Bid Form and for the sums stipulated below:

	Description	Quantity	Units	Unit Price	Amount
1	Mobilization and Permits	1	L.S	5045	5045 ⁰⁰
2	Remove Exsting Concrete Driveway	2270	S.F.	3 ⁰⁰	6,810 ⁰⁰
3	8" Thick Reinforced Concrete Driveway	2270	S.F.	13 ⁵⁰	30,645 ⁰⁰
TOTAL					42,500





*Paid in 2021
but not completed
Budget Adj?*

Budget Increase Request

Department:	<u>County Fire Dept</u>	Budget Year	<u>2026</u>
GL Account No.	<u>10-4221-260-000</u>	Account Title	<u>Building & Grounds/Supplies &</u>
Current Budget Amount	<u>6,000</u>	Source of funding for increase	<div style="border: 1px solid black; padding: 5px;">General Fund One-Time \$35,000.</div>
Requested Budget Amount	<u>41,000</u>		
Increase in Yearly Budget	<u>35,000</u>		
Budget Priority	Low <input type="radio"/> Med <input type="radio"/> High <input checked="" type="radio"/>		
Brief Description	<div style="border: 1px solid black; padding: 5px;">Replacement of Front Concrete Pad at Fire Station 121</div>		

Detailed Description

Current Funding MC \$6,000 + Additional one-time funding \$35,000 Replacement of Front Concrete Pad at Fire Station 121

1. Background
Our fire station was built in 1980, and the front concrete pad — the surface that all emergency apparatus must drive over when responding to calls — is original to the building. Over more than four decades, exposure to weather, vehicle weight, and normal wear has caused the concrete to significantly deteriorate.

2. Public Safety Hazard: The uneven surface has created tripping hazards for members of the public visiting the station, as well as for our firefighters moving quickly during emergency responses. We have already experienced incidents where individuals have stumbled or fallen.

3. Aesthetic and Public Perception: As a highly visible part of the station, the failing concrete sends a message of neglect, which can affect public trust in our department's readiness and professionalism.

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Nickerson approved the motion of moving \$45,000 from the general fund balance to the non departmental insurance.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 2. Benefit Adjustments needed now that open enrollment is complete.** Kate Becker (CAM) presented routine open-enrollment budget adjustments affecting Fund 10 wages, requiring \$16,126.55 from non-departmental wages, along with a correction to the Garbage Enterprise Fund.

Commissioner Newton approved the move of funds

-Commissioner Nickerson second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 3. \$42,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-260-000 [Fire: Building & Grounds]** Awarded 2025 bid to replace concrete in front of Fire Station but the contractor has not started the project. Money rolled back into General Fund at end of 2025

Commissioner Newton approved to move \$42,500 from the general fund to the fire building and grounds. -

-Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 4. \$31,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-740-300 [Fire: Turn Out Gear]** This was part of the WPR-RFD monies deposited in 2025. The gear did not all get ordered as we were still onboarding new firefighters so the monies rolled back into General Fund. Kate Becker (CAM) explained that \$31,499 from the WPR turnout-gear allocation rolled back into the general fund because gear couldn't be purchased without knowing new hires' sizes. She requested the funds be re-budgeted so turnout gear can be purchased this year.

Commissioner Nickerson motioned to approve 31,500 from general fund balance for fire turnout gear.



2026 BUDGET CHANGE FORM

Date 11/17/2025

Department Fire

Department Head Signature *KaB*
Kate Becker

Amount 22,574.11

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

Move to GL Account # 10-4221-130-000 Fire Emp Benefits

\$46,000 designated for Fire Marshall, \$44,064 for Deputy Fire Chief, and \$6,889.90 for benefits. Propose \$73,000 salary with benefits \$39,638.11

Clerk/Auditor Use Only

Date Entered:	
Date Commission Approved:	<u>11/18/2025</u>

MORGAN COUNTY COMMISSION MEETING MINUTES

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 approve the BOE 2025 property appeal stipulations.

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 the Board of Equalization and reconvene the public meeting.

Seconded by Commissioner Fackrell

VOTE:

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

5. Hon. Morgan County Commission – Discussion/Decision – Generator Updates

Discussion and decision on options to upgrade or install generators throughout County buildings.

- a. Commissioner Nickerson introduced this to discuss the need for generators at the fairgrounds, fire station, library, and county building.
- b. Commissioner Newton and Commissioner Nickerson discussed the challenges of using diesel generators and the benefits of natural gas generators.
- c. Commissioner Fackrell suggests using a single-phase generator for the fairgrounds.
- d. Commissioner Nickerson discussed the priority of installing generators and the maintenance required for each type.
- e. The Commission decided to explore options for installing generators that can power multiple buildings and discusses the costs involved.

No motion taken.

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'
 - i. (Item a) The CAM explained that the Deputy Fire Chief and Fire Marshal positions are currently part-time, with salaries of \$44,064 and \$46,000, respectively, plus approximately \$6,899 in benefits. She noted that combining the roles into a single Deputy Fire Chief/Fire Marshal position would reduce the

MORGAN COUNTY COMMISSION MEETING MINUTES

- total salary by \$17,064, but applying the savings toward benefits would increase the required fund balance contribution to \$22,005.74.
- ii. (Item b) The CAM reported that Shaun Rose, the County Recorder, requested \$10,000 in the FY 2026 budget for a scanning project. Although the Commission approved funding for the project this year, the Recorder indicated it cannot be completed in the current fiscal year, so the funds will roll back into fund balance. He is now requesting the budgeted amount be included for FY 2026.
 - iii. Erica White proposed an eight-hour "Courageous Conversations" training for fire station captains, administrators, and potentially other department heads, designed to teach managers how to engage in effective, constructive conversations, manage conflict, treat all employees equitably, and foster employee engagement. The program includes facilitated exercises, practice scenarios, and guidance on navigating difficult workplace interactions. The course accommodates up to 30 participants, offers a discount for government entities, and provides training materials at no cost. White recommended the training as a valuable opportunity to enhance communication and leadership skills across the department.

Commissioner Newton moved to approve the budget adjustment to combine the part-time Fire Marshal and Deputy Fire Chief positions into one full-time position, updating the budget by \$22,005.74 from fund balance to cover employee benefits, and transferring \$17,064 from permanent employee salary savings to employee benefits.

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 approve the budget adjustment form for \$10,000 to move from the fund balance into 10-4144-262.

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 Blocker moved to approve the funding of the critical conversations class of \$7,500 to be moved from the fund balance to professional and tech balance 10-4640-310-000.

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.



2026 BUDGET CHANGE FORM

Date 01/07/2026

Department Non Departmental

Department Head Signature *KR*
Kate Becker

Amount 45,000

Revenue GL Account# 10-2951-000-000 General Fund

Expenditure GL Account # 10-4150-510-000 Insurance

Brief Description

Our Workers Comp went up as well as UAC Membership Contributions.

We are also paying for a retired employee's benefits for 9 months.

EAP costs increased due to an increase in employees

Workers Comp does a payroll audit in the spring which we need money for

Clerk/Auditor Use Only

Date Entered

cc approved 3.18.2026

MORGAN COUNTY COMMISSION MEETING AGENDA

2. \$6,000 from 10-4150-520-000 [Non Dept: Wage Adjustment] to 10-1411-120-000 [Recorder: Temp Employees] for temp staff to scan documents: Kate Becker (CAM) explained a budget oversight related to document-scanning work. Although the commission previously approved rolling the software funding from FY25 to FY26, the temporary staffing needed to complete the scanning was mistakenly not rolled forward. She requested correction so the project can continue as planned.

Commissioner Nickerson moves to approve budget adjustment

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

b. Hon. Garrett Smith, Morgan County Attorney

1. \$2,448.52 from 10-2951-000-000 [General Fund Balance] to 10-4145-240-000 [Attorney: Office Supplies] Laptop & Equipment for New Attorney County Attorney Garret Smith reported that funding for office equipment and software for the newly approved full-time attorney was overlooked last year and requested the needed items be funded from the general fund. Commissioners acknowledged related software needs will be addressed in a later adjustment.

Commissioner Blocker Moves to move \$2,448.52 from the general fund balance to the attorney office supplies.

Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

c. Kate Becker, Morgan County Administrative Manager

1. **\$45,000 from 10-2951-000-000 [General Fund Balance] to 10-4150-510_ 000 [Non Departmental: Insurance]**

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Nickerson approved the motion of moving \$45,000 from the general fund balance to the non departmental insurance.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 2. Benefit Adjustments needed now that open enrollment is complete.** Kate Becker (CAM) presented routine open-enrollment budget adjustments affecting Fund 10 wages, requiring \$16,126.55 from non-departmental wages, along with a correction to the Garbage Enterprise Fund.

Commissioner Newton approved the move of funds

-Commissioner Nickerson second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 3. \$42,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-260-000 [Fire: Building & Grounds]** Awarded 2025 bid to replace concrete in front of Fire Station but the contractor has not started the project. Money rolled back into General Fund at end of 2025

Commissioner Newton approved to move \$42,500 from the general fund to the fire building and grounds. -

-Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 4. \$31,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-740-300 [Fire: Turn Out Gear]** This was part of the WPR-RFD monies deposited in 2025. The gear did not all get ordered as we were still onboarding new firefighters so the monies rolled back into General Fund. Kate Becker (CAM) explained that \$31,499 from the WPR turnout-gear allocation rolled back into the general fund because gear couldn't be purchased without knowing new hires' sizes. She requested the funds be re-budgeted so turnout gear can be purchased this year.

Commissioner Nickerson motioned to approve 31,500 from general fund balance for fire turnout gear.



2026 BUDGET CHANGE FORM

Date 11/24/2025

Department RECORDER'S OFFICE / GIS

Department Head Signature Shaun Rose

Amount \$4,725.00

Move from GL Account# 10-2951-000

Move to GL Account # 10-4144-110

Brief Description

ASKING FOR APPROVAL FOR THE BUDGET ADJUSTMENT IN THE AMOUNT OF \$4,725.00

TO INCREASE THE SALARY INCREASE FOR THE GIS SPECIALIST TO ACCOMPLISH THE JOB DUTIES AND

TO SERVE ALL DEPARTMENTS GIS NEEDS! FOR FY26

Clerk/Auditor Use Only

Date Entered 12.16.2025



2025 BUDGET CHANGE FORM

Date 11/24/2025

Department RECORDER'S OFFICE / GIS

Department Head Signature Shawn Rose

Amount \$1,060.86

Move from GL Account# 10-2951-000

Move to GL Account # 10-4144-130

Brief Description

ASKING FOR APPROVAL FOR THE BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,060.86 TO

INCREASE THE BENEFIT INCREASE FOR THE GIS SPECIALIST TO ACCOMPLISH THE JOB DUTIES AND

TO SERVE ALL DEPARTMENT GIS NEEDS! FOR FY26

Clerk/Auditor Use Only

Date Entered 12.16.2025

MORGAN COUNTY COMMISSION MEETING AGENDA

Ace has already been deployed and recently helped locate seven grams of meth. Stark explained that the county previously relied on other agencies' K-9 units, which caused delays during traffic stops. To improve efficiency, the department started its own program and obtained its own K-9.

Ace is a non-bite dog and will also be used at schools. The dog and handler are full partners—living, bonding, and certifying together. Officer Ricks has prior K-9 experience through his family background. Commissioners expressed support and appreciation for the program and the demonstration.

(F) Action Items

1. **Hon. Kimberly Harrison** – Discussion/Decision – Morgan County Cash Handling Policy
Discussion and decision Morgan County Resolution **CR 25-65** County's Cash Handling Policy.

The cash handling and deposit policy was reviewed and is largely finalized, with only a few clarifying updates made. Kimberly Harrison, Morgan County Treasurer explained that approvals for changes to payment systems, including Venmo, must come from the Treasurer, Clerk/Auditor, County Attorney, and the Commissioner over the relevant portfolio. Venmo use remains limited to the county fair, with any future expansion requiring joint approval, staff training, and follow-up reviews to ensure compliance. The discussion acknowledged potential future uses for other county events or departments, emphasizing the need for consistent oversight and education.

Additional revisions included clarifying responsibilities of receiving offices by removing a requirement to report discrepancies and instead requiring monthly transaction reports to the treasurer's office. The policy title was confirmed to already include deposits. Record retention language was simplified to reference state statutes and State Archives policies as amended, rather than listing specific retention periods. Clarification was made if payments received on the last day of the month must be recorded within that month, even if reconciliation occurs the following month. Finally, enforcement language was refined to specify that referrals to the County Attorney are for ethical, civil, or criminal evaluation.

Commissioner Newton moved to approve CR-25-65 Morgan County Cash Handling Policy with the policy amendments discussed

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed.

2. **Hon. Shaun Rose** – Discussion/Decision – 2026 Budget Adjustment

MORGAN COUNTY COMMISSION MEETING AGENDA

Discussion and decision on making the Recorder's GIS Specialist responsible for all GIS duties County-wide, dissolving any need for third party GIS contracted services and adjusting the salary and benefits accordingly.

The discussion focused on a request for approval of a 2026 budget change to provide a pay increase for the county's GIS specialist, who would take on countywide GIS responsibilities as third-party GIS contracts are dissolved. Commissioners clarified that this change is tied to eliminating outside GIS contracts and questioned whether existing budgeted funds for those contracts across departments could be reallocated to cover the increase. Speaker 3 explained that while some funds are being freed up by ending contracts such as Jeff Ward GIS, departments should be consulted before reallocating those dollars, as they may wish to use the savings to improve their own operations. Commissioners acknowledged this concern but noted that the budget process had already occurred and that adjustments are sometimes necessary when circumstances change. Additional questions were raised about the requested amount, whether it applied to the current year or 2026, and whether benefits were included, particularly given several recent budget change forms reflecting unexpected increases in benefits. Shaun Rose, Morgan County Recorder explained that, at least for their office, the shortfall was due to a prior employee transfer between departments where pay and benefits were never properly adjusted in the receiving department's budget. Staff clarified that the benefits increase was documented in the Q4 budget presentation and that an error in the packet caused some confusion. Overall, commissioners expressed support for moving GIS in-house and were generally positive about the proposal, while seeking clarity on funding sources and benefit adjustments.

Commissioner Newton moved to approve 2026 Budget adjustment for the Recorders GIS Specialist.

Second by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

The vote was unanimous. The motion passed.



2026 BUDGET CHANGE FORM

Date 11/17/2025

Department Recorder

Department Head Signature Jarni Fultz - Deputy
Shaun Rose

Amount 10,000

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

Move to GL Account # 10-4144-260-000

Scanning Project approved for 2025 budget but will not be done until 2026

Clerk/Auditor Use Only

Date Entered:

Date Commission Approved: 11/10/2025

MORGAN COUNTY COMMISSION MEETING MINUTES

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 approve the BOE 2025 property appeal stipulations.

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 the Board of Equalization and reconvene the public meeting.

Seconded by Commissioner Fackrell

VOTE:

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

5. Hon. Morgan County Commission – Discussion/Decision – Generator Updates

Discussion and decision on options to upgrade or install generators throughout County buildings.

- a. Commissioner Nickerson introduced this to discuss the need for generators at the fairgrounds, fire station, library, and county building.
- b. Commissioner Newton and Commissioner Nickerson discussed the challenges of using diesel generators and the benefits of natural gas generators.
- c. Commissioner Fackrell suggests using a single-phase generator for the fairgrounds.
- d. Commissioner Nickerson discussed the priority of installing generators and the maintenance required for each type.
- e. The Commission decided to explore options for installing generators that can power multiple buildings and discusses the costs involved.

No motion taken.

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'
 - i. (Item a) The CAM explained that the Deputy Fire Chief and Fire Marshal positions are currently part-time, with salaries of \$44,064 and \$46,000, respectively, plus approximately \$6,899 in benefits. She noted that combining the roles into a single Deputy Fire Chief/Fire Marshal position would reduce the

MORGAN COUNTY COMMISSION MEETING MINUTES

- total salary by \$17,064, but applying the savings toward benefits would increase the required fund balance contribution to \$22,005.74.
- ii. (Item b) The CAM reported that Shaun Rose, the County Recorder, requested \$10,000 in the FY 2026 budget for a scanning project. Although the Commission approved funding for the project this year, the Recorder indicated it cannot be completed in the current fiscal year, so the funds will roll back into fund balance. He is now requesting the budgeted amount be included for FY 2026.
 - iii. Erica White proposed an eight-hour "Courageous Conversations" training for fire station captains, administrators, and potentially other department heads, designed to teach managers how to engage in effective, constructive conversations, manage conflict, treat all employees equitably, and foster employee engagement. The program includes facilitated exercises, practice scenarios, and guidance on navigating difficult workplace interactions. The course accommodates up to 30 participants, offers a discount for government entities, and provides training materials at no cost. White recommended the training as a valuable opportunity to enhance communication and leadership skills across the department.

Commissioner Newton moved to approve the budget adjustment to combine the part-time Fire Marshal and Deputy Fire Chief positions into one full-time position, updating the budget by \$22,005.74 from fund balance to cover employee benefits, and transferring \$17,064 from permanent employee salary savings to employee benefits.

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 approve the budget adjustment form for \$10,000 to move from the fund balance into 10-4144-262.

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 Blocker moved to approve the funding of the critical conversations class of \$7,500 to be moved from the fund balance to professional and tech balance 10-4640-310-000.

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.



2026 BUDGET CHANGE REQUEST

Date 2/25/2026

Department RECORDER'S OFFICE / GIS

Department Head Signature 

Amount \$2577.42

Move from GL Account# 10-2951-000

Move to GL Account # 10-4190-250

Brief Description

ASKING FOR THE BUDGET ADJUSTMENT IN THE AMOUNT OF \$2577.42
FOR THE MICROSOFT SQL SOFTWARE. THIS IS PART OF UPGRADING TO
ENTERPRISE. THE EXTRA COST (\$2577.42) WAS UNEXPECTED AND AFTER
TALKING WITH OUR I.T. DIRECTOR THE SQL IS THE BEST ROUTE TO GO.
THE SQL IS WHAT HOLDS AND INDEXES ALL THE DATA!

Clerk/Auditor Use Only

Date Entered

CC approved 3.18.2026

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Newton motioned to approve CR-26-16 reappointing Ed Schultz and Jenny Robinson to the Wasatch Peaks Ranch Road & Fire District Board of Trustees.

-Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

d. **Hon. Morgan County Commission – Discussion/Decision – WPR Utilities Board Discussion and decision on Resolution CR 26-17 reappointing Ed Schultz and Jenny Robinson to the Wasatch Peaks Ranch Utilities Board of Trustees.**

Commissioner Newton motions to approve the WPR Utilities Board Discussion and decision on Resolution CR 26-17 reappointing Ed Schultz and Jenny Robinson to the Wasatch Peaks Ranch Utilities Board of Trustees - Commissioner Nickerson second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

e. **Budget Adjustment Requests – Discussion/Decision – FY 2026 Budget discussion and decision on adjustment requests to the Morgan County 2026 Budget:**

a. Hon. Shaun Rose, Morgan County Recorder

1. \$2,577.42 from 10-2951-000-000 [General Fund Balance] to 10-4190-250-000 [GIS: Equipment Supplies & Maintenance] Shaun Rose (Morgan County Recorder) reported an unexpected one-time cost for the GIS enterprise installation due to the county's SQL Server being outdated for Esri's requirements. Jeremy Archibald, Director of IT, confirmed the upgrade is necessary and will benefit multiple systems. Commissioners noted the lack of prior notice but acknowledged the need to proceed.

Commissioner Newton Moved to approve budget adjustment

-Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed



2026 BUDGET CHANGE FORM

GRANT

Date 03/17/2026

Department Fairgrounds

Department Head Signature *KB*
Kate Becker

Amount 30,000

Move from GL Account# 10-3690-000-000 Sundry

Move to GL Account # 33-4510-340-000

Brief Description
DAF Grant: Crows Nest

Clerk/Auditor Use Only	
Date Entered:	
Date Commission Approved:	



2026 BUDGET CHANGE FORM

GRANT

Date 03/17/2026

Department Fairgrounds

Department Head Signature *KB*
Kate Becker

Amount 300,000

Move from GL Account# 10-3690-000-000 Sundry

Move to GL Account # 33-4510-340-000

Brief Description
DAF Grant: Revel Sound

Clerk/Auditor Use Only	
Date Entered:	
Date Commission Approved:	



2026 BUDGET CHANGE FORM FOR GRANTS

Date 1/20/2026

Department Library

Department Head Signature *C. Ball*

Amount 1070.12

Revenue GL Account# 27-3630

Expenditure GL Account # 27-4700-340-600

Brief Description

Please adjust the above revenue and expenditure lines to reflect the balance available through the 2025 LSTA Borrower Support Grant (to be spent by 6/30/2026).

Didn't spend anticipated amount in 2025, so need to move that unspent amount to 2026.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE FORM FOR GRANTS

Date 2/2/2026

Department Sheriff's Office

Department Head Signature *Anna Wagon*

Amount \$15,000.000

Revenue GL Account# 10-3340-000-000

Expenditure GL Account # 10-4211-250-000

Brief Description

The Sheriff's Office applied for and received a Grant from the State to reimburse most of the cost to purchase 3 In-Car Camera Systems and 3 Body Cameras. We had to purchase the equipment prior to receiving reimbursement from the State. We are asking that \$15,000.00 be moved from the Grant Reimbursement Account 10-3340-000-000, back into our Equipment and Supplies Account # 10-4211-250-000

Clerk/Auditor Use Only

Date Entered

STATE OF UTAH

DIVISION OF FINANCE - PO BOX 141031
SALT LAKE CITY, UTAH 84114
STATE VENDORS



MARLO M. OAKS
UTAH STATE TREASURER

Warrant Number
F 15409667

PAYABLE ON
UTAH STATE TREASURER
SALT LAKE CITY, UTAH 84114

31-289
1240

PAY Fifteen Thousand And 00/100 Dollars

VOID 180 DAYS FROM DATE

PAY THIS AMOUNT

02-26-2026

\$15000.00**

TO THE ORDER OF:

MORGAN CO SHERIFF
48 W YOUNG STREET
MORGAN UT 84050

DIVISION OF FINANCE

⑈00 15409667⑈ ⑆ 2400 2890⑆ 153 100 36 7 7 3 6⑈

DETACH BEFORE CASHING
STATE OF UTAH, Division of Finance
PO Box 141031, Salt Lake City UT 84114 (801) 957-7760

22714J

Dept	Voucher #	Invoice # / Description	Amount
180	2670001413	MORGANCOSO 022626 REIMB / REIMBURSEMENT FOR CAMERAS AWARDED THROUGH	15,000.00
180	2670001413	MORGANCOSO 022626 REIMB / ATTN: JAMES WAGNER	0.00

STATE OF UTAH



2026 BUDGET CHANGE FORM

Date 11/17/2025

Department Tourism

Department Head Signature *[Signature]*
Kate Becker

Amount 3,200

Move from GL Account# 35-4510-409-000 Events (Not Car Show)

Move to GL Account # 35-4510-310-000 Professional & Technical

Brief Description

Monies needed to pay for Web hosting and web plug-ins like community

Calendar

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved: 12.02.2025



2026 BUDGET CHANGE FORM

Date 11/17/2025

Department Tourism

Department Head Signature *Kate Becker*
Kate Becker

Amount 1,000

Move from GL Account# 35-4510-409-000 Events (Not Car Show)

Move to GL Account # 35-4510-230-000 Travel & Training

Brief Description
Monies for attending Tourism Conference

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved:

MORGAN COUNTY COMMISSION MEETING MINUTES

Leslie Hyde, Morgan County Clerk/Auditor, presented the 2026 Morgan County budget, outlining the full budget process. Budget requests were submitted by August 20, followed by departmental work sessions on September 3–5. Commissioners then issued recommended budgets. The county faced a 12% increase in medical insurance costs and a 4% increase in dental insurance. Morgan County currently employs 75 full-time and 42 part-time employees.

The tentative budget was approved on October 28, properly noticed, and made available for public inspection on November 20. The county is not seeking a tax increase for 2026, though some fund balance will be used to balance specific budgets. Leslie Hyde, Morgan County Clerk/Auditor, thanked departments for submitting conservative requests, noting the challenge of operating under tight budgets and the county's commitment to fiscal responsibility.

Commissioner Nickerson moved to go into Public Hearing to Adopt the Operating and Capital Budgets of Morgan County for the year 2026.

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 Nickerson moved to close public hearing to Adopt the Operating and Capital Budgets of Morgan County for the year 2026.

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 Nickerson move to approve CR-25-58 the 2026 Morgan County Operating and Capital Budgets for the year 2026

Second by Commissioner Blocker

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. Discussion/Decision for Fourth Quarter 2025 Budget Amendments.

Approved all budget adjustments Nickerson 2nd Fackrell all approved

Leslie Hyde, Morgan County Clerk/ Auditor reviewed several budget adjustments and corrections:

1. Tourism Budget Requests (2026)

MORGAN COUNTY COMMISSION MEETING MINUTES

- \$3,200 for web hosting and plugins, including the community calendar.
 - \$1,000 to attend a tourism conference.
 - Discussion clarified these should be funded now rather than waiting until next year, with considerations about reallocating from event funds.
2. **Garbage Enterprise Fund (2025)**
 - Employee benefits were miscalculated.
 - Request to move funds from the fund balance to cover the shortfall.
 3. **Emergency Management**
 - \$1,000 for a temporary employee/intern to help with overdue emergency planning work.
 - Funding moved from non-departmental to Emergency Management.
 4. **Flood Disaster Fund**
 - \$10,000 moved from the fund balance to flood projects for the Hardscrabble flood fix.
 - Clarification that this is separate from the \$24,000 approved earlier.
 5. **Planning & Zoning**
 - Adjustments to pass-through accounts for surveying and inspection services (increasing both revenue and expenditure to match activity).
 6. **Recreation Department (2025)**
 - Internal budget cleanup across several youth sports program lines to prevent overages:
 - \$569.60
 - \$610.96
 - \$129.27
 - \$5
 - All are reallocations within the department.
 7. **Assessor's Office Fleet Vehicle**
 - Vehicle was in an accident; insurance reimbursement received.
 - Budgeting the insurance revenue and moving funds from Recreation to help cover costs since the Rec Director was driving the vehicle.

Commissioner Nickerson moved to approve the fourth quarter 2025& 2026 budget amendment as discussed.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

6. Josh Cook – Discussion/**Public Hearing**/Decision – Morgan County Planning & Zoning – Title 17 Code update to Morgan County Land Use Code.

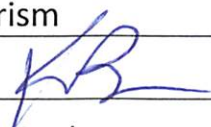
The State Legislature recently renumbered sections of Title 17 related to land use, zoning, and other regulations, which made existing references in the county code obsolete. This text amendment updates the county code to match the new state numbering, ensuring that residents and applicants can locate the correct state statutes. No substantive changes are being made to the county code itself; only the reference numbers are updated. County code sections, such as 31.01 and 30.01, remain the same, and the amendment allows for future corrections if additional references are discovered. The Planning Commission recommended approval, and the changes improve clarity and accessibility without altering the content of the code.



2026 BUDGET CHANGE FORM

Date 03/17/2026

Department Tourism

Department Head Signature 

Kate Becker

Amount 60,000

Move from GL Account# 35-2951-000-000 [Tourism Fund Balance]

Move to GL Account # 35-4510-404-000 [Tourism: NICA]

Brief Description We budgeted for the Revenue of this grant but not the expense

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved: 3.18.2026

MORGAN COUNTY COMMISSION MEETING AGENDA

-Commissioner Blocker second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

5. \$60,000 from 35-2951-000-000 [Tourism Fund Balance] to 35-4510-404-000 [Tourism: NICA] Budgeted for the revenue from the grant but not the expense.

Commissioner Fackrell motioned to approve the budget adjustment.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

6. \$24,108 from 10-2951-000-000 [General Fund Balance] to 44-4410-310-100 [Capital Improvements: Project Expenses] Library Foyer Ceiling

Commissioner Newton motioned to approve the transfer of \$24,108 from the general fund balance to the capital improvement project expenses fund.

-Commissioner Blocker second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

Commissioner Newton motioned to go to Board of Equalization

-Commissioner Fackrell Second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

12. Morgan County Board of Equalization- Discussion/Decision – BOE Hearing CR-26-01-BOE
Discussion and decision approving the PT-21 Annual Statement of Continued Property Tax Exemption from the Church of Jesus Christ of Latter-Day Saints. Kate Becker (CAM) explained



2026 BUDGET CHANGE FORM

Date 03/17/2026

Department Garbage Enterprise Fund (GEF)

Department Head Signature *L. Hyde*
Leslie A. Hyde

Amount 17,210.28

Move from GL Account# 57-2951-000-000 [GEF: Fund Balance]

Move to GL Account # 57-4424-130-000 [GEF: Employee Benefits]

Brief Description _____
Open Enrollment & URS Adjustments _____

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved: 3.18.2026

Account Number	Account Title	2025-25 Cur Year Budget	12/25 Cur YTD Actual	2026-26 Requested Budget	2026-26 Adjustments	2026-26 Recommended Budget
Garbage Enterprise Fund						
57-2951-000-000	Fund Balance	297,266.42	609,646.37	0.00	.00	.00
Charges for Services						
57-3446-000-000	Garbage Fees	681,436.00	669,503.45	943,950.00	.00	943,950.00
Total Charges for Services:		681,436.00	669,503.45	943,950.00	.00	943,950.00
Misc Revenue						
57-3610-000-000	Tree Dump Cards	1,500.00	1,750.00	1,700.00	.00	1,700.00
57-3620-000-000	Garbage Can Rebates	0.00	35,802.00	0.00	.00	.00
57-3690-000-000	Interlocal Revenue	30,000.00	33,157.77	26,000.00	.00	26,000.00
Total Misc Revenue:		31,500.00	70,709.77	27,700.00	.00	27,700.00
Garbage						
57-4424-110-000	Permanent Employees	33,788.00	33,602.18	31,140.38	.00	31,140.38
57-4424-130-000	Employee Benefits	20,460.42	21,818.32	21,739.72	.00	21,739.72
57-4424-220-000	Public Notices	400.00	0.00	0.00	.00	.00
57-4424-230-000	Collections	500.00	0.00	0.00	.00	.00
57-4424-235-000	Refund of Overpayment	10,000.00	295.30	10,000.00	.00	10,000.00
57-4424-240-000	Office Supplies & Expenses	500.00	0.00	500.00	.00	500.00
57-4424-250-000	Equipment Supplies & Maintenan	22,000.00	2,842.57	35,269.90	.00	35,269.90
57-4424-480-000	Postage	4,500.00	4,500.00	7,000.00	.00	7,000.00
57-4424-620-000	Misc Services (Hauling)	327,000.00	296,755.61	396,000.00	.00	396,000.00
57-4424-621-000	Misc Services (Tipping Fee)	357,000.00	317,500.14	396,000.00	.00	396,000.00
57-4424-740-000	Equipment	234,054.00	199,232.70	74,000.00	.00	74,000.00
Total Garbage:		1,010,202.42	876,546.82	971,650.00	.00	971,650.00
Garbage Enterprise Fund Revenue Total:		712,936.00	740,213.22	971,650.00	.00	971,650.00
Garbage Enterprise Fund Expenditure Total:		1,010,202.42	876,546.82	971,650.00	.00	971,650.00
Total Garbage Enterprise Fund:		0.00	473,312.77	0.00	.00	.00

Handwritten notes:
 38,950
 17,210,28

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Nickerson approved the motion of moving \$45,000 from the general fund balance to the non departmental insurance.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

2. **Benefit Adjustments needed now that open enrollment is complete.** Kate Becker (CAM) presented routine open-enrollment budget adjustments affecting Fund 10 wages, requiring \$16,126.55 from non-departmental wages, along with a correction to the Garbage Enterprise Fund.

Commissioner Newton approved the move of funds

-Commissioner Nickerson second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

3. **\$42,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-260-000 [Fire: Building & Grounds]** Awarded 2025 bid to replace concrete in front of Fire Station but the contractor has not started the project. Money rolled back into General Fund at end of 2025

Commissioner Newton approved to move \$42,500 from the general fund to the fire building and grounds. -

-Commissioner Fackrell second

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

4. **\$31,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-740-300 [Fire: Turn Out Gear]** This was part of the WPR-RFD monies deposited in 2025. The gear did not all get ordered as we were still onboarding new firefighters so the monies rolled back into General Fund. Kate Becker (CAM) explained that \$31,499 from the WPR turnout-gear allocation rolled back into the general fund because gear couldn't be purchased without knowing new hires' sizes. She requested the funds be re-budgeted so turnout gear can be purchased this year.

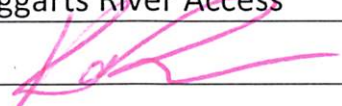
Commissioner Nickerson motioned to approve 31,500 from general fund balance for fire turnout gear.



2026 BUDGET CHANGE FORM

Date 11/17/2025

Department Taggarts River Access

Department Head Signature 
Kate Becker

Amount 100,000

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

Move to GL Account # Fund 29 NEW Taggarts River Access Project Exp
29-4700-260

Commission approved up to 100,000 to do paving and striping of the section notated in red on the attached hand drawn map

Clerk/Auditor Use Only

Date Entered:

Date Commission Approved:

11/18/2025



Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
 Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
 Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

*The Preferred Source for quality sand, rock, landscape products,
 ready mix concrete, asphalt, paving & construction services.*

To: Morgan County	Contact: Bret Heiner
Address: 48 Young Street Morgan, UT 84050	Phone: (801) 821-1475
Project Name: Morgan County Taggats River Access Road Options	Fax:
Project Location: Taggart Lane, Morgan	Bid Number:
	Bid Date: 11/14/2025

JOB SPECIFICATION AND PRICE:

(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).

IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Options A Overlay Existing Road					
1	Mobilization	1.00	EACH	\$2,000.00	\$2,000.00
2	Leveling Course	100.00	TON	\$140.78	\$14,078.00
3	Furnish, Install And Compact 3" Thick Overlay On Existing Road	48,500.00	SF	\$2.02	\$97,970.00
Total Price for above Options A Overlay Existing Road Items:					\$114,048.00 up to \$100k

Option B River Side Parking Lot Extension

4	Mobilization	1.00	EACH	\$2,000.00	\$2,000.00
5	Excavation Of Roadbase 12" Deep Parking Lot On River Side Starting Of Road For 650' Embank X-Out On Site	1,111.00	SY	\$8.20	\$9,110.20
6	(8" Thick) UTBC	480.00	TON	\$42.00	\$20,160.00
7	Furnish, Install And Compact 4 Inches Thick Asphalt Material	10,000.00	SF	\$2.83	\$28,300.00
Total Price for above Option B River Side Parking Lot Extension Items:					\$59,570.20

Option C End Parking Lot Widening And Paving

8	Mobilization	1.00	EACH	\$2,000.00	\$2,000.00
9	Roadway Excavation (12" Thick) At End Parking Lot (9050 SF). Embank X-out On Site	1,005.00	SY	\$6.74	\$6,773.70
10	(8" Thick) UTBC For End Parking Lot Extension	430.00	TON	\$92.90	\$39,947.00
11	Furnish, Install And Compact 4 Inches Of Asphalt Material	9,050.00	SF	\$3.34	\$30,227.00
Total Price for above Option C End Parking Lot Widening And Paving Items:					\$78,947.70

Option D North Side Of Road Widening

12	Mobilization	1.00	EACH	\$2,000.00	\$2,000.00
13	Clear & Grub North Side Of Road	1,866.00	SY	\$3.20	\$5,971.20
14	Granular Borrow Fill North Side Of Road	1,025.00	TON	\$31.82	\$32,615.50
15	(8" Thick) UTBC Under Asphalt In Widening Portion Of Road	800.00	TON	\$38.42	\$30,736.00
16	Furnish, Install And Compact 4 Inches Of Asphalt Material	16,800.00	SF	\$2.94	\$49,392.00
Total Price for above Option D North Side Of Road Widening Items:					\$120,714.70



Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
 Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
 Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

*The Preferred Source for quality sand, rock, landscape products,
 ready mix concrete, asphalt, paving & construction services.*

To: Morgan County	Contact: Bret Heiner
Address: 48 Young Street Morgan, UT 84050	Phone: (801) 821-1475
	Fax:
Project Name: Morgan County Taggats River Access Road Options	Bid Number:
Project Location: Taggart Lane, Morgan	Bid Date: 11/14/2025

Notes:

- **Measured From Good Asphalt to Bridge 1890 Feet Long With Various Widths Average Being 65 Feet wide. The County Is Wanting To Make The Road As Wide As Possible.**
- **If More Than One Option Is Done At One Time Only One Mobilization Will Be Charged.**
- *** DUE TO THE VOLATILITY OF FUEL, LIQUID ASPHALT, CEMENT AND CONSTRUCTION MATERIALS ALL BID PRICES ARE GOOD FOR 90 DAYS FROM DATE OF QUOTATION, PAVING STARTING AFTER THE 90 DAYS MAY BE SUBJECT TO PRICE ADJUSTMENTS. ***
- **In order to assure positive drainage, all paving surfaces need to have a minimum of 1.5% slope. Staker Parson Companies cannot guarantee drainage on areas with less than 1.5% slope. We will do our best to minimize standing water in areas less than 1.5%.**
- Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work **MUST BE APPROVED** by owner and contractor prior to construction.
- Bid DOES NOT include engineering, layout or testing unless otherwise stated.
- **Finegrade +/- 1/10' means that the grade is within 1/10' from being finished (GENERALLY ONE PASS WITH A GRADER). Our price does not include furnishing additional material or the removal of excess material.**
- Price Shown DOES NOT Include Performance And Payment Bond.
- Bid DOES NOT include traffic control unless otherwise stated.
- Bid includes only the items as specified and described above.
- If saw cutting of asphalt & testing of road base are to be completed by Staker/Parson Companies, a minimum of \$400.00 plus \$0.40 per inch foot for saw cut and a minimum of \$250.00 plus \$50.00 for each density test.
- Unless otherwise stated bid does not include raising and concrete collars on manholes, water valves or monuments.
- General Contractor, owner or developer is responsible for Storm Water Prevention Plan.
- Please Review attached TERMS & CONDITIONS. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement. Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.

Payment Terms:

Refer to attached Terms & Conditions. Please note***Effective March 1, 2019, payment by credit card will no longer be allowed on Construction Service Invoices***

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: STAKER PARSON COMPANIES</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Blanchard (385) 288-2646 kyle.blanchard@stakerparson.com</p>
--	--

MORGAN COUNTY COMMISSION MEETING MINUTES

- b. The Commission discussed the gravel pit's impact on roads, the need for a rock crusher, and the potential for commercial use in the future.
- c. The Planning Director explained the conditional use permit process and the potential for future commercial use.
- d. Concerns were raised about the gravel pit's impact on public roads and the need for reclamation and bonding.
- e. The Commission discusses the possibility of adding conditions to the CUP, such as a renewal period and bond requirements

Commissioner Nickerson moved to approve Application CUB 25.009 for a private gravel pit located at approximately 3100 North OS Creek Road in unincorporated Morgan County, based on the findings and conditions outlined in the staff report dated November 18, 2025, with the added requirement of a five-year renewal period and a corresponding bond covering the same five-year term.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

3. 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.

- a. Fire Chief provided a report on the swift water rescue team's activities, including rescues and educational outreach. The team received a \$30,000 grant for rope equipment, which will also aid in high-angle rescues. Plans for increased training and education for firefighters and river users were discussed.
- b. Holly Ackett and Dawna Zukirmi highlighted the team's efforts to improve river safety and traffic flow at Taggart River Access. They presented a plan to improve parking and traffic flow at Taggart River Access. The proposal includes overlaying the existing road, widening the parking area, and painting crosswalks. The estimated cost is \$114,000, with additional funding to be sought for future phases.
- c. The Commission discussed the urgency of the project and the need to address traffic congestion and safety issues.

Commissioner Newton moved to approve a budget amendment to fund improvements at the Taggart loading area—including paving, striping, and any related work—at a cost not to exceed \$100,000, with the project to be administered through a newly established sub-fund within the Parks Department.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

4. Morgan County Board of Equalization – Discussion/Decision – Late Appeals & Stipulations



2026 BUDGET CHANGE FORM

Date 03/17/2026
Department Capital Improvements
Department Head Signature *KB*
Kate Becker
Amount 24,108
Move from GL Account# 10-2951-000-000 [General Fund Balance]
Move to GL Account # 44-4410-310-000 [Capital Improvement: Projects]

Brief Description
Library Foyer Ceiling Repair

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved: 3.18.2026

Adams Construction Services, Inc
PO Box 136
Morgan, UT 84050
+18017917945
kipp@adamsconstructionservicesut.com

44-4410-310-100

Library



INVOICE

BILL TO

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

INVOICE # 1463
DATE 03/16/2026
DUE DATE 04/15/2026
TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Service	Surface Preparation & Sheetrock Repair, Dustless Sanding & Containment, and Equipment & Logistics. Final Invoice	1	12,054.00	12,054.00

We appreciate your business and look forward to working with you again.

BALANCE DUE

\$12,054.00

Terms: Payment in full is due 30 days from date of invoice. A FINANCE CHARGE of 1 1/2% per month (annual rate of 18%) is charged on all past due accounts. If collection is made by suit or otherwise, interest, collection costs, and attorney fees will be charged.

Adams Construction Services, Inc
PO Box 136
Morgan, UT 84050
+18017917945
kipp@adamsconstructionservicesut.com

44-4410 - 310 - 100
Library



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MORGAN COUNTY COMMISSION MEETING AGENDA

-Commissioner Blocker second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

5. \$60,000 from 35-2951-000-000 [Tourism Fund Balance] to 35-4510-404-000 [Tourism: NICA] Budgeted for the revenue from the grant but not the expense.

Commissioner Fackrell motioned to approve the budget adjustment.

-Commissioner Newton second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

6. \$24,108 from 10-2951-000-000 [General Fund Balance] to 44-4410-310-100 [Capital Improvements: Project Expenses] Library Foyer Ceiling

Commissioner Newton motioned to approve the transfer of \$24,108 from the general fund balance to the capital improvement project expenses fund.

-Commissioner Blocker second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

Commissioner Newton motioned to go to Board of Equalization

-Commissioner Fackrell Second

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The vote was unanimous. The motion passed

12. Morgan County Board of Equalization- Discussion/Decision – BOE Hearing CR-26-01-BOE

Discussion and decision approving the PT-21 Annual Statement of Continued Property Tax Exemption from the Church of Jesus Christ of Latter-Day Saints. Kate Becker (CAM) explained



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

Commission Meeting Date: 4/21/26 Time Requested: 20 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – *Town Center Zone Code Text Amendment*: Request for approval of a text amendment to the Morgan County Code (MCC) to update Town Center zoning requirements generally, in relation to criteria to reduce commercial requirements.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING

MEMORANDUM

TO: Morgan County Commission

FROM: Morgan County Planning & Development Services Staff

SUBJECT: Town Center Code Text Amendment

SUMMARY: Request for approval of a text amendment to the Morgan County Code establishing a coordinated Joint Conceptual Development Plan process and narrowly tailored, exceptions to reduce the 35% commercial allocation within the Town Center zone.

This amendment introduces two primary changes to the Town Center zoning framework. First, it establishes a Joint Conceptual Development Plan (JCDP) as a limited coordination tool for properties that are contiguous, adjacent, or functionally interrelated. When an applicant requests a deviation from Town Center standards (such as a reduction or reallocation of the required commercial allocation) the County may require a JCDP upon written findings that coordinated planning is reasonably necessary. If required and not approved, the County may deny the deviation or require compliance on an individual property basis. When approved, the JCDP allows the County to evaluate commercial placement, circulation, infrastructure, open space, and phasing across multiple properties, while still allowing each property owner to proceed independently through separate Development Agreements. Outside of a requested deviation, coordination remains voluntary; however, if property owners voluntarily submit and obtain approval of a JCDP, it becomes binding through incorporation into their respective Development Agreements.

Second, the amendment creates the ability to reduce the 35% commercial requirement. Any approved reduction must provide a greater and more durable benefit to the County and must be tied to tangible, enforceable public benefits that exceed what would otherwise occur under strict compliance, such as publicly accessible open space, community-serving infrastructure or facilities, land dedications, or enhanced development patterns (Single-Family Dwellings). All reductions must be formalized through the Development Agreement with defined phasing, performance obligations, and provisions binding on future owners. Where a JCDP is required and approved, commercial allocation may be evaluated across the combined development area to support cohesive placement of uses and prevent fragmented or ineffective commercial development.

PLANNING COMMISSION SUMMARY:

The Planning Commission heard this item at their regularly scheduled meeting on April 9th, 2026. During the public hearing, two (2) members of the public spoke, addressing concerns and perspectives on the Town Center zoning framework, including commercial viability, the appropriateness of the 35% commercial requirement, potential benefits such as open space and public facilities, and the importance of maintaining flexibility while ensuring meaningful public benefit. The Planning Commission discussed the proposal with staff, raising concerns about property rights, the feasibility of requiring coordinated planning between separate landowners, and the potential subjectivity of reducing commercial requirements. Staff responded that the intent was to encourage coordinated development between the properties while maintaining flexibility, and clarified that the language could be amended to state the County may request coordination rather than require it. The Planning Commission voted to recommend approval of the application with a 5–0 vote; Member Maloney was absent from the meeting and Chair Session abstained from voting on the item in her capacity as Chair. The Planning Commission included a list of requested changes to the proposed code text discussed throughout the meeting, which the County Attorney noted and will incorporate into the draft prior to the County Commission public hearing.

ATTORNEY GUIDANCE

Legislative Review:

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed zoning change (land use ordinance text amendment) is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the text amendment conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-79-1009(3).. The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.”

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

17-79-101. Purposes — General land use authority — Limitations.

(1)

(a) The purposes of this chapter are to:

- (i) provide for the health, safety, and welfare;
- (ii) promote the prosperity;
- (iii) improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county’s present and future inhabitants and businesses;
- (iv) protect the tax base;
- (v) secure economy in governmental expenditures;
- (vi) foster the state’s agricultural and other industries;
- (vii) protect both urban and nonurban development;

- (viii)protect and ensure access to sunlight for solar energy devices;
- (ix)provide fundamental fairness in land use regulation;
- (x)facilitate orderly growth and allow growth in a variety of housing types; and
- (xi)protect property values.

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

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

PROPOSED TEXT

§ 155.266 SCOPE.

...
(B)

...
(4) JOINT CONCEPTUAL DEVELOPMENT PLAN FOR CONTIGUOUS TC PROPERTIES.

(A) APPLICABILITY. THIS SUBSECTION APPLIES WHERE A PROPOSED DEVELOPMENT AGREEMENT WITHIN THE TOWN CENTER ZONE SEEKS TO DEVIATE FROM THE REQUIREMENTS OF THE TOWN CENTER ZONE, INCLUDING BUT NOT LIMITED TO ANY REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION PURSUANT TO SUBSECTION (D), AND THE SUBJECT PROPERTY IS CONTIGUOUS, ADJACENT, OR OTHERWISE FUNCTIONALLY INTERRELATED WITH OTHER TOWN CENTER PROPERTIES.

(B) COORDINATION. WHERE A PROPOSED DEVELOPMENT AGREEMENT SEEKS A DEVIATION AS DESCRIBED IN SUBSECTION (A), OWNERS OF CONTIGUOUS, ADJACENT, OR FUNCTIONALLY INTERRELATED TOWN CENTER PROPERTIES MAY ELECT TO ENTER INTO COORDINATED PLANNING EFFORTS,

INCLUDING THROUGH A JOINT CONCEPTUAL DEVELOPMENT PLAN, TO DEMONSTRATE COMPLIANCE WITH THE REQUIREMENTS AND INTENT OF THE TOWN CENTER ZONE. SUCH COORDINATION MAY INCLUDE THE REALLOCATION OF COMMERCIAL USES, INTEGRATION OF PUBLIC BENEFITS, AND COORDINATION OF LAND USE, CONNECTIVITY, CIRCULATION, INFRASTRUCTURE, OPEN SPACE, AND PHASING ACROSS AFFECTED PROPERTIES IN A MANNER THAT RESULTS IN MORE COHESIVE AND EFFICIENT DEVELOPMENT PATTERNS. ANY PROPOSED REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION SHALL BE SUBJECT TO THE REQUIREMENTS AND FINDINGS SET FORTH IN SUBSECTION (D), REGARDLESS OF WHETHER COORDINATED PLANNING IS UTILIZED.

(C) EFFECT OF NON-APPROVAL OR WITHDRAWAL. WHERE A JOINT CONCEPTUAL DEVELOPMENT PLAN IS PROPOSED OR RELIED UPON IN SUPPORT OF A REQUESTED DEVIATION BUT IS NOT SUBMITTED, IS WITHDRAWN, OR IS NOT APPROVED BY THE COUNTY, THE PROPOSED DEVELOPMENT SHALL BE CONSIDERED AS AN INDEPENDENT DEVELOPMENT FOR PURPOSES OF EVALUATING THE REQUESTED DEVIATION BASED ON THE RECORD, AND ANY REQUESTED DEVIATION SHALL BE CONSIDERED WITHOUT REGARD TO THE PROPOSED COORDINATED PLANNING.

(D) PLAN REQUIREMENTS. THE JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL DEMONSTRATE, AS APPLICABLE, COORDINATED LAND USE PLANNING, COMMERCIAL ALLOCATION, CIRCULATION, PEDESTRIAN CONNECTIVITY, OPEN SPACE INTEGRATION, INFRASTRUCTURE PLANNING, PUBLIC BENEFITS, AND PHASING ACROSS THE COMBINED PROPERTIES.

(E) APPROVAL, EXECUTION, AND AMENDMENTS. A JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE COUNTY AS PART OF THE DEVELOPMENT AGREEMENT APPROVAL PROCESS OR THROUGH A SEPARATE APPROVAL PROCESS AS DETERMINED BY THE COUNTY. APPROVAL OF A JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL BE DISCRETIONARY AND SHALL NOT, BY ITSELF, ENTITLE ANY PROPERTY OWNER TO A DEVIATION FROM THE REQUIREMENTS OF THIS CHAPTER, INCLUDING ANY REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION, WHICH SHALL BE SUBJECT TO THE REQUIREMENTS AND FINDINGS OF SUBSECTION (D). UPON APPROVAL, THE JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL BE EXECUTED BY THE AFFECTED PROPERTY OWNERS AND THE COUNTY AND SHALL THEREAFTER SERVE AS THE GOVERNING COORDINATED PLANNING FRAMEWORK FOR THE PROPERTIES SUBJECT TO THE PLAN. AMENDMENTS TO AN APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL REQUIRE APPROVAL OF THE COUNTY.

(F) DEVELOPMENT AGREEMENTS. EACH PROPERTY OWNER SHALL ENTER INTO A SEPARATE DEVELOPMENT AGREEMENT .ANY JOINT CONCEPTUAL DEVELOPMENT PLAN APPROVED AND EXECUTED PURSUANT TO SUBSECTION (E) SHALL BE INCORPORATED INTO EACH APPLICABLE DEVELOPMENT AGREEMENT AND SHALL BE BINDING UPON THE APPLICABLE PROPERTY OWNER. NO DEVELOPMENT AGREEMENT SHALL BE APPROVED UNLESS IT CONFORMS TO THE APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN.

NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE JOINT OWNERSHIP OR A SINGLE DEVELOPMENT AGREEMENT AMONG MULTIPLE PROPERTY OWNERS. FAILURE OF ONE PROPERTY OWNER TO OBTAIN APPROVAL OF A DEVELOPMENT AGREEMENT SHALL NOT AFFECT ANY DEVELOPMENT AGREEMENT PREVIOUSLY APPROVED FOR ANOTHER PROPERTY OWNER. AN OWNER FAILING TO OBTAIN A CONFORMING DEVELOPMENT AGREEMENT SHALL NOT BE ENTITLED TO ANY APPROVALS OR DEVIATIONS PROVIDED UNDER THE APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN, UNLESS OTHERWISE APPROVED BY THE COUNTY.

(G) OPTIONAL COORDINATION. THE COUNTY MAY REQUEST THAT OWNERS OF CONTIGUOUS, ADJACENT, OR FUNCTIONALLY INTERRELATED TOWN CENTER PROPERTIES COORDINATE PLANNING EFFORTS AND SUBMIT A JOINT CONCEPTUAL DEVELOPMENT PLAN, EVEN WHERE NO DEVIATION FROM THE REQUIREMENTS OF THE TOWN CENTER ZONE IS PROPOSED. APPROVAL OF A DEVELOPMENT AGREEMENT SHALL NOT BE CONDITIONED UPON SUBMISSION OF SUCH PLAN; HOWEVER, WHERE A JOINT CONCEPTUAL DEVELOPMENT PLAN IS SUBMITTED AND APPROVED, SUBSECTION (F) SHALL APPLY.

...

(D) EXCEPTION TO COMMERCIAL ALLOCATION REQUIREMENT.

(1) LIMITED EXCEPTION. THE COUNTY COMMISSION MAY APPROVE A REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION REQUIRED IN SUBSECTION (C) ONLY AS A SITE-SPECIFIC EXCEPTION THROUGH AN APPROVED DEVELOPMENT AGREEMENT. ANY REDUCTION SHALL BE LIMITED TO AN EXTENT REASONABLY NECESSARY TO SUPPORT THE REQUIRED FINDINGS UNDER THIS SUBSECTION, WHICH MAY INCLUDE REDUCTION TO ZERO COMMERCIAL ALLOCATION WHERE SUPPORTED BY THE RECORD. THIS SUBSECTION IS INTENDED TO PROVIDE A NARROWLY APPLIED, DISCRETIONARY, SITE-SPECIFIC EXCEPTION AND SHALL NOT BE CONSTRUED TO MODIFY THE GENERAL APPLICABILITY OF THE COMMERCIAL ALLOCATION REQUIREMENT.

(2) REQUIRED FINDINGS. A REDUCTION MAY BE APPROVED ONLY UPON WRITTEN FINDINGS, SUPPORTED BY SUBSTANTIAL EVIDENCE IN THE RECORD, THAT:

(A) DUE TO THE PROPERTY'S LOCATION, CONFIGURATION, ACCESS, CONNECTIVITY, RELATIONSHIP TO EXISTING OR PLANNED COMMERCIAL AREAS, SURROUNDING DEVELOPMENT PATTERNS, AND TRAFFIC CIRCULATION CHARACTERISTICS, STRICT APPLICATION OF THE 35% COMMERCIAL ALLOCATION WOULD UNDERMINE COHESIVE TOWN CENTER DEVELOPMENT OR CONFLICT WITH ADOPTED CIRCULATION, CONNECTIVITY, INFRASTRUCTURE, OR DESIGN STANDARDS, INCLUDING BY RESULTING IN ISOLATED COMMERCIAL DEVELOPMENT THAT IS NOT INTEGRATED WITH OTHER COMMERCIAL AREAS AND THAT WOULD CREATE INEFFICIENCIES IN TRAFFIC CIRCULATION, DISRUPT COORDINATED LAND USE PATTERNS, OR INTERFERE WITH THE INTENDED FUNCTION AND ORGANIZATION OF THE TOWN CENTER AREA; AND

(B) THE SUBSTITUTED LAND USE CONFIGURATION, DEVELOPMENT PATTERN, OR SECURED PUBLIC BENEFIT PROVIDES A SUBSTANTIALLY

GREATER AND MORE DURABLE OVERALL BENEFIT TO THE COUNTY AND THE TOWN CENTER AREA THAN STRICT COMPLIANCE WITH THE COMMERCIAL ALLOCATION REQUIREMENT. A REDUCTION SHALL NOT BE APPROVED WHERE THE PRIMARY PURPOSE IS TO INCREASE RESIDENTIAL YIELD, DENSITY, OR PROJECT PROFITABILITY.

(3) ELIGIBLE PUBLIC BENEFITS. PUBLIC BENEFITS SHALL BE EVALUATED IN RELATION TO THE SCALE, LOCATION, AND IMPACT OF THE PROPOSED DEVELOPMENT AND MUST PROVIDE A MATERIAL AND DEMONSTRABLE PUBLIC ADVANTAGE BEYOND WHAT WOULD REASONABLY BE ACHIEVED THROUGH STRICT COMPLIANCE WITH THIS CHAPTER. QUALIFYING PUBLIC BENEFITS MAY INCLUDE:

(A) A LAND USE, DEVELOPMENT TYPE, OR PUBLIC-SERVING IMPROVEMENT THAT WOULD NOT OTHERWISE BE ALLOWED OR REQUIRED UNDER THIS CHAPTER;

(B) PUBLICLY ACCESSIBLE TRAILS, PARKS, OR ENHANCED RECREATIONAL FACILITIES;

(C) PUBLIC GATHERING SPACES, PUBLIC PLAZAS, OR COMMUNITY-ORIENTED FACILITIES;

(D) SIGNIFICANT INFRASTRUCTURE IMPROVEMENTS THAT SERVE THE BROADER TOWN CENTER AREA;

(E) LAND DEDICATIONS, EASEMENTS, OR FACILITIES THAT PROVIDE LASTING PUBLIC VALUE; OR

(F) OTHER MEASURABLE, ENFORCEABLE, AND PROJECT-SPECIFIC PUBLIC BENEFITS THAT MATERIALLY ADVANCE COHESIVE TOWN CENTER DEVELOPMENT.

PUBLIC BENEFITS MAY INCLUDE IMPROVEMENTS, LAND USES, OR DEDICATIONS LOCATED OUTSIDE THE SUBJECT PROPERTY WHERE SUCH BENEFITS DEMONSTRABLY SERVE THE TOWN CENTER AREA OR IMPLEMENT ADOPTED COUNTY PLANNING OBJECTIVES. QUALIFYING BENEFITS SHALL NOT CONSIST SOLELY OF ADDITIONAL RESIDENTIAL DENSITY OR RECONFIGURATION OF RESIDENTIAL PRODUCT OTHERWISE PERMITTED BY RIGHT.

(4) DEVELOPMENT AGREEMENT REQUIREMENTS. ANY APPROVED REDUCTION SHALL BE EXPRESSLY SET FORTH IN A DEVELOPMENT AGREEMENT, WHICH SHALL:

(A) IDENTIFY THE APPROVED COMMERCIAL ALLOCATION;

(B) DESCRIBE WITH SPECIFICITY THE PUBLIC BENEFITS PROVIDED IN CONSIDERATION OF THE REDUCTION;

(C) DEMONSTRATE THAT THE EXTENT OF THE REDUCTION IS PROPORTIONATE TO THE PUBLIC BENEFITS SECURED AND CONSISTENT WITH THE REQUIRED FINDINGS;

(D) ESTABLISH ENFORCEABLE PERFORMANCE STANDARDS, PHASING REQUIREMENTS, AND COMPLETION TIMELINES; AND

(E) BE BINDING UPON SUCCESSORS AND ASSIGNS.

(5) JOINT CONCEPTUAL DEVELOPMENT PLAN. WHERE A JOINT CONCEPTUAL DEVELOPMENT PLAN HAS BEEN APPROVED PURSUANT TO § 155.266(B)(4), THE

REQUIRED COMMERCIAL ALLOCATION MAY BE EVALUATED ACROSS THE COMBINED DEVELOPMENT AREA IDENTIFIED IN THE APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN. ANY REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION SHALL BE APPROVED ONLY UPON SATISFACTION OF THE REQUIREMENTS AND FINDINGS OF THIS SUBSECTION. THE EXISTENCE OF A JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL NOT, BY ITSELF, SATISFY SUCH REQUIREMENTS.

(6) NO ENTITLEMENT. THE EXCEPTION AUTHORIZED UNDER THIS SUBSECTION IS DISCRETIONARY. APPROVAL OF A REDUCTION REQUIRES WRITTEN FINDINGS BY THE COUNTY COMMISSION AND SHALL NOT BE CONSTRUED TO CREATE A RIGHT TO A REDUCTION. APPROVAL OR DENIAL OF A REDUCTION FOR ONE PROPERTY SHALL NOT ESTABLISH PRECEDENT OR ENTITLEMENT FOR ANY OTHER PROPERTY.

RECOMMENDED MOTIONS

Sample Motion for *Approval* – “I move we approve the Town Center Code Text Amendment based on the findings listed in the memorandum dated April 21, 2026.”

Sample Motion for *Approval with Conditions* – “I move we approve the Town Center Code Text Amendment based on the findings listed in the memorandum dated April 21, 2026, with the following additional conditions:”

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

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

1. *List any additional findings...*

ATTACHMENTS:

Attachment “A”: Town Center Code Text Amendment

Attachment “A”: Draft Town Center Code Text Amendment

ORDINANCE NO. CO-26-0X

AN AMENDMENT TO THE LAND USE MANAGEMENT CODE FOR MORGAN COUNTY TO UPDATE TOWN CENTER ZONING REQUIREMENTS GENERALLY, IN RELATION TO CRITERIA TO REDUCE COMMERCIAL REQUIREMENTS, OTHERWISE KNOWN AS THE TOWN CENTER CODE TEXT AMENDMENT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Morgan County Commission has previously established land use management regulations for Morgan County as Title XV of the Morgan County Code which established, among other things, the requirements for the definition of entitlements for properties with the Town Center zoning designation; and

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

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

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

Section 1. Amendment and Adoption. Title XV of the Morgan County Code is hereby amended and adopted to establish a coordinated Joint Conceptual Development Plan process and narrowly tailored, exceptions to reduce the 35% commercial allocation within the Town Center zone, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference.

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

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

**APPROVED, ADOPTED AND PASSED and ordered published by the
Morgan County Commission, this 21st Day of April 2026.**

ATTEST:

MORGAN COUNTY GOVERNING
BODY

Leslie Hyde
Morgan County Clerk

Matthew Wilson, County Commission Chair

APPROVED AS TO FORM

Garrett Smith
Morgan County Attorney

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

Exhibit “A”: Town Center Code Text Amendment

TOWN CENTER DESIGN STANDARDS

...
§ 155.266 SCOPE.

Any lot or parcel located within the Town Center Zoning District(s), shall be subject to the standards and regulations of this subchapter. Such standards and regulations are intended to be in addition to existing standards and regulations for subdivision of property and other applicable regulations of this chapter.

(A) Design standards and guidelines. This subchapter establishes the following kinds of design criteria: Design standards and design guidelines.

(1) Design standards are required in addition to other standards set forth in this chapter and are indicated by the verb “shall.” In the event of conflict between this subchapter and other applicable provisions of this chapter, the more restrictive provision shall apply.

(2) Design guidelines indicate additional actions that may be taken to enhance development design and achieve greater compatibility with adjacent land uses. Guidelines thus use the verb “should” (rather than “shall”) signifying that the guidelines are desirable objectives to be achieved but are not mandatory requirements.

(B) Development agreement. A development agreement shall be required to enumerate the standards and specific requirements for a development to offer minor variations and more clearly define standards for individual projects.

(1) A conceptual plan and narrative discussing the proposing development (including density ranges) shall be required to be submitted as part of the rezoning application.

(2) The development agreement shall be submitted prior to or in conjunction with a land use application in the Town Center Zoning District.

(3) The development agreement shall include, at a minimum:

(a) Proposed development standards, including the following:

1. Approved permitted uses from the table in § 155.132 of this code and use standards establishing a mix of land use types, location and density;

2. Lot standards establishing requirements for lot area and dimensions;

3. Building setback standards for front, side and rear yards;

4. Design standards addressing building height, building orientation, common and private open space, natural resource protection and architectural design;

5. Landscaping and buffering standards;

6. Signage standards; and

7. Parking standards.

(b) A conceptual land use plan which shows the following:

1. Location of proposed uses; and

2. Location, arrangement and configuration of open space.

(4) JOINT CONCEPTUAL DEVELOPMENT PLAN FOR CONTIGUOUS TC PROPERTIES.

(A) APPLICABILITY. THIS SUBSECTION APPLIES WHERE A PROPOSED DEVELOPMENT AGREEMENT WITHIN THE TOWN CENTER ZONE SEEKS TO DEVIATE FROM THE REQUIREMENTS OF THE TOWN CENTER ZONE, INCLUDING BUT NOT LIMITED TO ANY REDUCTION OR REALLOCATION OF

THE COMMERCIAL ALLOCATION PURSUANT TO SUBSECTION (D), AND THE SUBJECT PROPERTY IS CONTIGUOUS, ADJACENT, OR OTHERWISE FUNCTIONALLY INTERRELATED WITH OTHER TOWN CENTER PROPERTIES.

(B) COORDINATION. WHERE A PROPOSED DEVELOPMENT AGREEMENT SEEKS A DEVIATION AS DESCRIBED IN SUBSECTION (A), OWNERS OF CONTIGUOUS, ADJACENT, OR FUNCTIONALLY INTERRELATED TOWN CENTER PROPERTIES MAY ELECT TO ENTER INTO COORDINATED PLANNING EFFORTS, INCLUDING THROUGH A JOINT CONCEPTUAL DEVELOPMENT PLAN, TO DEMONSTRATE COMPLIANCE WITH THE REQUIREMENTS AND INTENT OF THE TOWN CENTER ZONE. SUCH COORDINATION MAY INCLUDE THE REALLOCATION OF COMMERCIAL USES, INTEGRATION OF PUBLIC BENEFITS, AND COORDINATION OF LAND USE, CONNECTIVITY, CIRCULATION, INFRASTRUCTURE, OPEN SPACE, AND PHASING ACROSS AFFECTED PROPERTIES IN A MANNER THAT RESULTS IN MORE COHESIVE AND EFFICIENT DEVELOPMENT PATTERNS. ANY PROPOSED REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION SHALL BE SUBJECT TO THE REQUIREMENTS AND FINDINGS SET FORTH IN SUBSECTION (D), REGARDLESS OF WHETHER COORDINATED PLANNING IS UTILIZED.

(C) EFFECT OF NON-APPROVAL OR WITHDRAWAL. WHERE A JOINT CONCEPTUAL DEVELOPMENT PLAN IS PROPOSED OR RELIED UPON IN SUPPORT OF A REQUESTED DEVIATION BUT IS NOT SUBMITTED, IS WITHDRAWN, OR IS NOT APPROVED BY THE COUNTY, THE PROPOSED DEVELOPMENT SHALL BE CONSIDERED AS AN INDEPENDENT DEVELOPMENT FOR PURPOSES OF EVALUATING THE REQUESTED DEVIATION BASED ON THE RECORD, AND ANY REQUESTED DEVIATION SHALL BE CONSIDERED WITHOUT REGARD TO THE PROPOSED COORDINATED PLANNING.

(D) PLAN REQUIREMENTS. THE JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL DEMONSTRATE, AS APPLICABLE, COORDINATED LAND USE PLANNING, COMMERCIAL ALLOCATION, CIRCULATION, PEDESTRIAN CONNECTIVITY, OPEN SPACE INTEGRATION, INFRASTRUCTURE PLANNING, PUBLIC BENEFITS, AND PHASING ACROSS THE COMBINED PROPERTIES.

(E) APPROVAL, EXECUTION, AND AMENDMENTS. A JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE COUNTY AS PART OF THE DEVELOPMENT AGREEMENT APPROVAL PROCESS OR THROUGH A SEPARATE APPROVAL PROCESS AS DETERMINED BY THE COUNTY. APPROVAL OF A JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL BE DISCRETIONARY AND SHALL NOT, BY ITSELF, ENTITLE ANY PROPERTY OWNER TO A DEVIATION FROM THE REQUIREMENTS OF THIS CHAPTER, INCLUDING ANY REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION, WHICH SHALL BE SUBJECT TO THE REQUIREMENTS AND FINDINGS OF SUBSECTION (D). UPON APPROVAL, THE JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL BE EXECUTED BY THE AFFECTED PROPERTY OWNERS AND THE COUNTY AND SHALL THEREAFTER SERVE AS THE GOVERNING COORDINATED PLANNING FRAMEWORK FOR

THE PROPERTIES SUBJECT TO THE PLAN. AMENDMENTS TO AN APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL REQUIRE APPROVAL OF THE COUNTY.

(F) DEVELOPMENT AGREEMENTS. EACH PROPERTY OWNER SHALL ENTER INTO A SEPARATE DEVELOPMENT AGREEMENT .ANY JOINT CONCEPTUAL DEVELOPMENT PLAN APPROVED AND EXECUTED PURSUANT TO SUBSECTION (E) SHALL BE INCORPORATED INTO EACH APPLICABLE DEVELOPMENT AGREEMENT AND SHALL BE BINDING UPON THE APPLICABLE PROPERTY OWNER. NO DEVELOPMENT AGREEMENT SHALL BE APPROVED UNLESS IT CONFORMS TO THE APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE JOINT OWNERSHIP OR A SINGLE DEVELOPMENT AGREEMENT AMONG MULTIPLE PROPERTY OWNERS. FAILURE OF ONE PROPERTY OWNER TO OBTAIN APPROVAL OF A DEVELOPMENT AGREEMENT SHALL NOT AFFECT ANY DEVELOPMENT AGREEMENT PREVIOUSLY APPROVED FOR ANOTHER PROPERTY OWNER. AN OWNER FAILING TO OBTAIN A CONFORMING DEVELOPMENT AGREEMENT SHALL NOT BE ENTITLED TO ANY APPROVALS OR DEVIATIONS PROVIDED UNDER THE APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN, UNLESS OTHERWISE APPROVED BY THE COUNTY.

(G) OPTIONAL COORDINATION. THE COUNTY MAY REQUEST THAT OWNERS OF CONTIGUOUS, ADJACENT, OR FUNCTIONALLY INTERRELATED TOWN CENTER PROPERTIES COORDINATE PLANNING EFFORTS AND SUBMIT A JOINT CONCEPTUAL DEVELOPMENT PLAN, EVEN WHERE NO DEVIATION FROM THE REQUIREMENTS OF THE TOWN CENTER ZONE IS PROPOSED. APPROVAL OF A DEVELOPMENT AGREEMENT SHALL NOT BE CONDITIONED UPON SUBMISSION OF SUCH PLAN; HOWEVER, WHERE A JOINT CONCEPTUAL DEVELOPMENT PLAN IS SUBMITTED AND APPROVED, SUBSECTION (F) SHALL APPLY.

(C) Mixed-use developments. Mixed-use developments shall have at least 35% of the development area designated for commercial uses.

(D) EXCEPTION TO COMMERCIAL ALLOCATION REQUIREMENT.

(1) LIMITED EXCEPTION. THE COUNTY COMMISSION MAY APPROVE A REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION REQUIRED IN SUBSECTION (C) ONLY AS A SITE-SPECIFIC EXCEPTION THROUGH AN APPROVED DEVELOPMENT AGREEMENT. ANY REDUCTION SHALL BE LIMITED TO AN EXTENT REASONABLY NECESSARY TO SUPPORT THE REQUIRED FINDINGS UNDER THIS SUBSECTION, WHICH MAY INCLUDE REDUCTION TO ZERO COMMERCIAL ALLOCATION WHERE SUPPORTED BY THE RECORD. THIS SUBSECTION IS INTENDED TO PROVIDE A NARROWLY APPLIED, DISCRETIONARY, SITE-SPECIFIC EXCEPTION AND SHALL NOT BE CONSTRUED TO MODIFY THE GENERAL APPLICABILITY OF THE COMMERCIAL ALLOCATION REQUIREMENT.

(2) REQUIRED FINDINGS. A REDUCTION MAY BE APPROVED ONLY UPON WRITTEN FINDINGS, SUPPORTED BY SUBSTANTIAL EVIDENCE IN THE RECORD, THAT:

(A) DUE TO THE PROPERTY’S LOCATION, CONFIGURATION, ACCESS, CONNECTIVITY, RELATIONSHIP TO EXISTING OR PLANNED COMMERCIAL AREAS, SURROUNDING DEVELOPMENT PATTERNS, AND TRAFFIC CIRCULATION CHARACTERISTICS, STRICT APPLICATION OF THE 35% COMMERCIAL ALLOCATION WOULD UNDERMINE COHESIVE TOWN CENTER DEVELOPMENT OR CONFLICT WITH ADOPTED CIRCULATION, CONNECTIVITY, INFRASTRUCTURE, OR DESIGN STANDARDS, INCLUDING BY RESULTING IN ISOLATED COMMERCIAL DEVELOPMENT THAT IS NOT INTEGRATED WITH OTHER COMMERCIAL AREAS AND THAT WOULD CREATE INEFFICIENCIES IN TRAFFIC CIRCULATION, DISRUPT COORDINATED LAND USE PATTERNS, OR INTERFERE WITH THE INTENDED FUNCTION AND ORGANIZATION OF THE TOWN CENTER AREA; AND

(B) THE SUBSTITUTED LAND USE CONFIGURATION, DEVELOPMENT PATTERN, OR SECURED PUBLIC BENEFIT PROVIDES A SUBSTANTIALLY GREATER AND MORE DURABLE OVERALL BENEFIT TO THE COUNTY AND THE TOWN CENTER AREA THAN STRICT COMPLIANCE WITH THE COMMERCIAL ALLOCATION REQUIREMENT. A REDUCTION SHALL NOT BE APPROVED WHERE THE PRIMARY PURPOSE IS TO INCREASE RESIDENTIAL YIELD, DENSITY, OR PROJECT PROFITABILITY.

(3) ELIGIBLE PUBLIC BENEFITS. PUBLIC BENEFITS SHALL BE EVALUATED IN RELATION TO THE SCALE, LOCATION, AND IMPACT OF THE PROPOSED DEVELOPMENT AND MUST PROVIDE A MATERIAL AND DEMONSTRABLE PUBLIC ADVANTAGE BEYOND WHAT WOULD REASONABLY BE ACHIEVED THROUGH STRICT COMPLIANCE WITH THIS CHAPTER. QUALIFYING PUBLIC BENEFITS MAY INCLUDE:

(A) A LAND USE, DEVELOPMENT TYPE, OR PUBLIC-SERVING IMPROVEMENT THAT WOULD NOT OTHERWISE BE ALLOWED OR REQUIRED UNDER THIS CHAPTER;

(B) PUBLICLY ACCESSIBLE TRAILS, PARKS, OR ENHANCED RECREATIONAL FACILITIES;

(C) PUBLIC GATHERING SPACES, PUBLIC PLAZAS, OR COMMUNITY-ORIENTED FACILITIES;

(D) SIGNIFICANT INFRASTRUCTURE IMPROVEMENTS THAT SERVE THE BROADER TOWN CENTER AREA;

(E) LAND DEDICATIONS, EASEMENTS, OR FACILITIES THAT PROVIDE LASTING PUBLIC VALUE; OR

(F) OTHER MEASURABLE, ENFORCEABLE, AND PROJECT-SPECIFIC PUBLIC BENEFITS THAT MATERIALLY ADVANCE COHESIVE TOWN CENTER DEVELOPMENT.

PUBLIC BENEFITS MAY INCLUDE IMPROVEMENTS, LAND USES, OR DEDICATIONS LOCATED OUTSIDE THE SUBJECT PROPERTY WHERE SUCH BENEFITS DEMONSTRABLY SERVE THE TOWN CENTER AREA OR IMPLEMENT ADOPTED COUNTY PLANNING OBJECTIVES. QUALIFYING BENEFITS SHALL NOT CONSIST SOLELY OF ADDITIONAL RESIDENTIAL DENSITY OR RECONFIGURATION OF RESIDENTIAL PRODUCT OTHERWISE PERMITTED BY RIGHT.

(4) DEVELOPMENT AGREEMENT REQUIREMENTS. ANY APPROVED REDUCTION SHALL BE EXPRESSLY SET FORTH IN A DEVELOPMENT AGREEMENT, WHICH SHALL:

(A) IDENTIFY THE APPROVED COMMERCIAL ALLOCATION;

(B) DESCRIBE WITH SPECIFICITY THE PUBLIC BENEFITS PROVIDED IN CONSIDERATION OF THE REDUCTION;

(C) DEMONSTRATE THAT THE EXTENT OF THE REDUCTION IS PROPORTIONATE TO THE PUBLIC BENEFITS SECURED AND CONSISTENT WITH THE REQUIRED FINDINGS;

(D) ESTABLISH ENFORCEABLE PERFORMANCE STANDARDS, PHASING REQUIREMENTS, AND COMPLETION TIMELINES; AND

(E) BE BINDING UPON SUCCESSORS AND ASSIGNS.

(5) JOINT CONCEPTUAL DEVELOPMENT PLAN. WHERE A JOINT CONCEPTUAL DEVELOPMENT PLAN HAS BEEN APPROVED PURSUANT TO § 155.266(B)(4), THE REQUIRED COMMERCIAL ALLOCATION MAY BE EVALUATED ACROSS THE COMBINED DEVELOPMENT AREA IDENTIFIED IN THE APPROVED JOINT CONCEPTUAL DEVELOPMENT PLAN. ANY REDUCTION OR REALLOCATION OF THE COMMERCIAL ALLOCATION SHALL BE APPROVED ONLY UPON SATISFACTION OF THE REQUIREMENTS AND FINDINGS OF THIS SUBSECTION. THE EXISTENCE OF A JOINT CONCEPTUAL DEVELOPMENT PLAN SHALL NOT, BY ITSELF, SATISFY SUCH REQUIREMENTS.

(6) NO ENTITLEMENT. THE EXCEPTION AUTHORIZED UNDER THIS SUBSECTION IS DISCRETIONARY. APPROVAL OF A REDUCTION REQUIRES WRITTEN FINDINGS BY THE COUNTY COMMISSION AND SHALL NOT BE CONSTRUED TO CREATE A RIGHT TO A REDUCTION. APPROVAL OR DENIAL OF A REDUCTION FOR ONE PROPERTY SHALL NOT ESTABLISH PRECEDENT OR ENTITLEMENT FOR ANY OTHER PROPERTY.

(PRIOR CODE, § 8-5K-2) (ORD. 18-06, PASSED 8-7-2018; ORD. 19-07, PASSED 12-3-2019; ORD. 23-15, PASSED 10-3-2023)



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

Commission Meeting Date: 4/21/26 Time Requested: 15 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – *Canyon View Commons Phase 1 Condominium Plat Amendment*: A request for approval of an amendment to lot 7 of the Canyon View Commercial West subdivision to allow for condominiumization, identified by parcel number 00-0090-5052 and serial number 03-CANVCOMW-0007, and is located at 5788 West Canyon View Circle in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING



COUNTY COMMISSION
STAFF REPORT
Plat Amendment

Canyon View Commons Phase 1 Condominium Plat Amendment
April 21, 2026
Public Meeting
File #25.024

Applicant: Kelvin Judd
Owner: Canyon View Commons LLC.
Project Location: 5788 W. Canyon View Cir.
Parcel Number: 00-0090-5052
Serial Number: 03-CANVCOMW-0007
Current Zoning: Highway Commercial (CH)
Acreage: 1.98 acres

REQUEST:

A request for approval of an amendment to lot 7 of the Canyon View Commercial West subdivision to allow for condominiumization.

PLANNING COMMISSION SUMMARY:

The Planning Commission heard this item at their regularly scheduled meeting on April 9th, 2026. Discussion from the Planning Commission included questions regarding outstanding County Recorder comments and whether those comments should be addressed prior to the item being brought forward. Staff noted the application had been under review for an extended period of time and that staff had been working with the applicant to bring the item forward, and that the remaining County Recorder comments could be addressed prior to recordation. Additional discussion included concerns related to the potential loss of a survey monument due to building placement and whether that monument would need to be reestablished or referenced for future boundary identification. The developer will be required to reset the monument and benchmarks. The Planning Commission voted to recommend approval of the application with a 5-0 vote; Member Maloney was absent from the meeting and Chair Session abstained from voting on the item in her capacity as Chair. The Planning Commission added the condition that all County Recorder comments shall be addressed prior to recordation.

ATTORNEY GUIDANCE:

Administrative Review:

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

Applicable law:

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

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

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

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

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

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

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

STAFF RECOMMENDATION:

Based on the information in this staff report, staff recommends approval of Canyon View Commons Phase 1 Condominium Plat Amendment, subject to all applicable regulations and the following conditions:

1. That all of the County Surveyor, Engineer, and Recorder review comments be addressed.
2. That all outsourced consultant fees are paid current prior to recordation of the plat amendment.
3. That all other local, state, and federal laws are adhered to.

PROJECT DESCRIPTION:

Proposal Details

This application is a request for approval to condominiumize the buildings, constructed according to the approved site plan for Lot 7 of Canyon View Commercial West. This will create fourteen (14) individual commercial flex units.

DISCUSSION:

Approval of the request would allow the 14 approved flex units on Lot 7 to be sold individually. The proposed condominium plat does not introduce new structures or modify the approved site plan. Instead, it formalizes the subdivision for ownership purposes in compliance with Utah Code § 57-8-13, which governs condominium plats and required surveying details, including unit elevations. Each unit will retain the previously approved layout, including access, parking, and utility connections.

The plat amendment requirements come from Morgan County’s Land Use Management Code, Title 15, Chapter 155, Section 440 and subsequent sections. Staff has reviewed the requirements and procedures for a plat amendment and have found that the application request meets these standards.

155.447: AMENDED PLAT REQUIREMENTS:

(A) Prior to the County Commission’s approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the county an amended plat map and complete supporting preliminary plat and final plat information in compliance with the requirements of this subchapter. The applicant shall also pay all fees required by the county’s fee schedule.

(B) Upon approval of the plat amendment, all required documents, submissions, signatures and review procedures which are required for a final plat shall be submitted and followed, prior to recordation in the office of the County Recorder.

(C) The County Commission may vacate a subdivision or a portion of a subdivision by recording in the County Recorder’s office an ordinance describing the subdivision or the portion being vacated.

(Prior Code, § 8-12-64) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

155.446: GROUNDS FOR VACATING OR CHANGING A PLAT:

(A) The land use authority may approve the vacation, alteration or amendment of a plat by signing an amended plat showing the vacation, alteration or amendment if the land use authority finds that:

- (1) There is good cause for the vacation, alteration or amendment; and*
- (2) No public street, right-of-way or easement has been vacated or altered.*

(B) The land use authority shall ensure that the amended plat showing the vacation, alteration or amendment is recorded in the office of the County Recorder.

(C) If an entire subdivision is vacated, the County Commission shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the County Recorder's office.

(D) The County Commission may adopt an ordinance granting a petition to vacate some or all of a public street, right-of-way or easement if the legislative body finds that:

- (1) Good cause exists for the vacation; and*
- (2) Neither the public interest nor any person will be materially injured by the vacation.*

(E) If the County Commission adopts an ordinance vacating some or all of a public street, right-of-way or easement, the County Commission shall ensure that a plat reflecting the vacation and/or an ordinance describing the vacations is recorded in the office of the County Recorder.

(F) The action of the legislative body vacating some or all of a street, right-of-way or easement that has been dedicated to public use:

- (1) Operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the county's fee in the vacated street, right-of-way or easement; and*

(2) *May not be construed to impair:*

(a) *Any right-of-way or easement of any lot owner; or*

(b) *The franchise rights of any public utility.*

(Prior Code, § 8-12-63) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

155.444: PROCEDURE:

(A) For plat amendments that result in adjusting and/or altering lot lines through an exchange of title within a platted subdivision the Zoning Administrator shall be the land use authority:

(1) The Zoning Administrator shall approve an exchange of title under this division (A) if the exchange of title will not result in a violation of any land use ordinance;

(2) If an exchange of title is approved under this division (A), a notice of approval shall be recorded in the office of the County Recorder which:

(a) Is executed by each owner included in the exchange and by the land use authority;

(b) Contains an acknowledgment for each party executing the notice in accordance with the provisions of UCA § 57-2a, Recognition of Acknowledgments Act; and

(c) Recites the descriptions of both the original parcels and the parcels created by the exchange of title.

(3) A document of conveyance of title reflecting the approved change shall be recorded in the office of the County Recorder; and

(4) A notice of approval recorded under this division (A) does not act as a conveyance of title to real property and is not required to record a document conveying title to real property.

(B) For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment or vacation of a public or private road shown on a subdivision plat and all other modifications to lots within a recorded subdivision plat shall be reviewed by the County Commission with a recommendation from the Planning Commission.

(C) Applications to vacate or amend a subdivision plat shall be required to submit those documents required for review in a complete preliminary plat application which pertain to and describe the proposed amendment, as well as a paper copy of the proposed final plat Mylar. Revised construction drawings shall also be submitted when changes to any required subdivision improvements are proposed.

(D) Upon receipt of a petition or a proposal to vacate or amend a subdivision plat which requires action by the County Commission, the matter shall be referred to the Planning Commission for a recommendation on the proposal.

(E) The land use authority shall hold a public hearing within 45 days after the day on which the petition is filed if:

(1) Any owner within the plat notifies the county of the owner's objection in writing within ten days of mailed notification; or

(2) A public hearing is required because all the owners in the subdivision have not signed the revised plat.

(F) The land use authority may consider at a public meeting, without a public hearing, an owner's petition to vacate or amend a subdivision plat if:

(1) The petition seeks to join two or more of the petitioning fee owner's contiguous lots;

(2) Subdivide one or more of the petitioner's fee owner's lots if the subdivision will not result in a violation of a land use ordinance or a development condition;

(3) Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join the petition, regardless of whether the lots and parcels are in the same subdivision;

(4) On a lot owned by the petitioning fee owner, adjust an internal lot restriction imposed by the county;

(5) Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area; and

(6) Notice has been given to adjacent property, in accordance with § 155.031 of this code.

(Prior Code, § 8-12-61) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

ANALYSIS OF STANDARDS

Standards	Findings	Rationale	
<p>Ordinance Evaluation. Morgan County Code, Chapter 155, Section 440 states the following:</p> <p><i>Prior to the County Commission's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County an <u>amended plat map and complete supporting preliminary plat and final plat</u> information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.</i></p> <p><i>Therefore, this plat amendment has been reviewed for preliminary and final plat standards.</i></p>			
<p>155.407: PRELIMINARY PLAT SUBMITTAL: <i>The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:</i></p>			
A	<p>Vicinity Map</p> <ol style="list-style-type: none"> 1. Drawn at a maximum scale of one thousand feet (1,000') to the inch. 2. Show all existing and proposed roadways in the vicinity of the proposed development. 3. A north arrow. 4. The nearest section corner tie. 5. Subdivision name. 	Complies	
B	<p>Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.</p>	Complies	
C	<p>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</p> <ol style="list-style-type: none"> 1. Drawn at a scale not smaller than one hundred feet (100') to the inch. 2. A north arrow. 3. Subdivision name. 4. The layout and names and widths of existing and future road rights of way. 5. A tie to a permanent survey monument at a section corner. 6. The boundary lines of the subdivision with bearings and distances. 7. The layout and dimensions of proposed lots with lot areas in square feet. 8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces. 9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings. 10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas. 11. Location and ownership of all adjoining tracts of land. 12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010) 	Complies	
D	<p>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. Topography at two foot (2') contour intervals. 3. North arrow. 4. Subdivision name. 5. Areas of substantial earthmoving. 6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains. 	Does Not Apply	

	<p>7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA).</p> <p>8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage.</p> <p>9. Show any existing wetlands.</p> <p>10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012)</p>		
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. North arrow. 3. Subdivision name. 4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications. 5. Show location and dimensions of all utility easements. 	Does Not Apply	
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> 1. Three (3) copies of a geotechnical soils report. 2. A traffic report when required by the planning commission or county engineer. 3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision. 4. Service agreements from all utility companies or providers. 5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval. 6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist. 7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat. 8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development. 9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be 	Does Not Apply	

	verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply. 10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.		
G	When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.	Does Not Apply	
H	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	Complies	
I	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	Does Not Apply	
J	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	Complies	
K	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	Does Not Apply	
L	Any additional submittal requirements required for or by master planned development reserves, specific development agreements, or requirements and conditions of other applicable ordinances or previous approvals. (Ord. 10-16, 12-14-2010)	Does Not Apply	
155.415: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:			
A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county commission agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.	Will Comply	Historically, staff has recommended the applicant wait to print the final mylar in the event that the Planning Commission recommend changes to the plat.
B	The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.	Complies	
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	
D	Prior to consideration by the county commission, the plat shall be signed by all required and authorized parties, with the exception of the county commission chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Commission recommend changes to the plat.

E	An accurate and complete survey, which conforms to Utah state law.	Complies	
F	Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.	Complies	
G	The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.	Complies	
H	All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.	Complies	
I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat:	Complies	

	<ol style="list-style-type: none"> 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor. 		
N	<p>The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate:</p> <ol style="list-style-type: none"> 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: <p style="text-align: center;"><i>OWNERS DEDICATION</i></p> <p style="text-align: center;"><i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 21.</i></p> <p style="text-align: center;"><i>(Add appropriate acknowledgments)</i></p> <ol style="list-style-type: none"> 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county commission (a signature line for the commission chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor. 7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat. 8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards. 9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county. 	Complies	Owner's Dedication is present, but not signed

O	<p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p>	Does Not Apply	Does not border an Agricultural Protection Area
P	<p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p>	Complies	

DEPARTMENT COMMENTS/RECOMMENDATIONS

Public Works: No comments received

Fire/EMS Services: Comments received and recommend approval

Engineering/Surveyor: Comments received and recommend conditional approval

Recorders: Comments received and are being addressed

Zoning: CH

PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on or before March 30, 2026; 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 March 30, 2026.
- ✓ Notices to property owners within 1000’ feet of the proposed use were mailed a Public Notice on or before March 30, 2026.
- ✓ A sign was posted on the site on or before March 30, 2026.

Recommended Motions

Motion for *Approval* – “I move we approve the Canyon View Commons Phase 1 Condominium Plat Amendment, application #25.024, to allow the condominiumization of the on-site buildings for the creation of individual units, based on the findings and with the conditions listed in the staff report dated April 21, 2026.”

Motion for *Approval with Conditions* – “I move we approve the Canyon View Commons Phase 1 Condominium Plat Amendment, application #25.024, to allow the condominiumization of the on-site buildings for the creation of individual units, based on the findings and with the conditions listed in the staff report dated April 21, 2026, and the following additional conditions:”

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

Motion for *Denial* – “I move we deny the Canyon View Commons Phase 1 Condominium Plat Amendment, application #25.024, to not allow the condominiumization of the on-site buildings for the creation of individual units, *due to the following findings:*”

Attachments:

Attachment A: Vicinity Map

Attachment B: Zoning Map

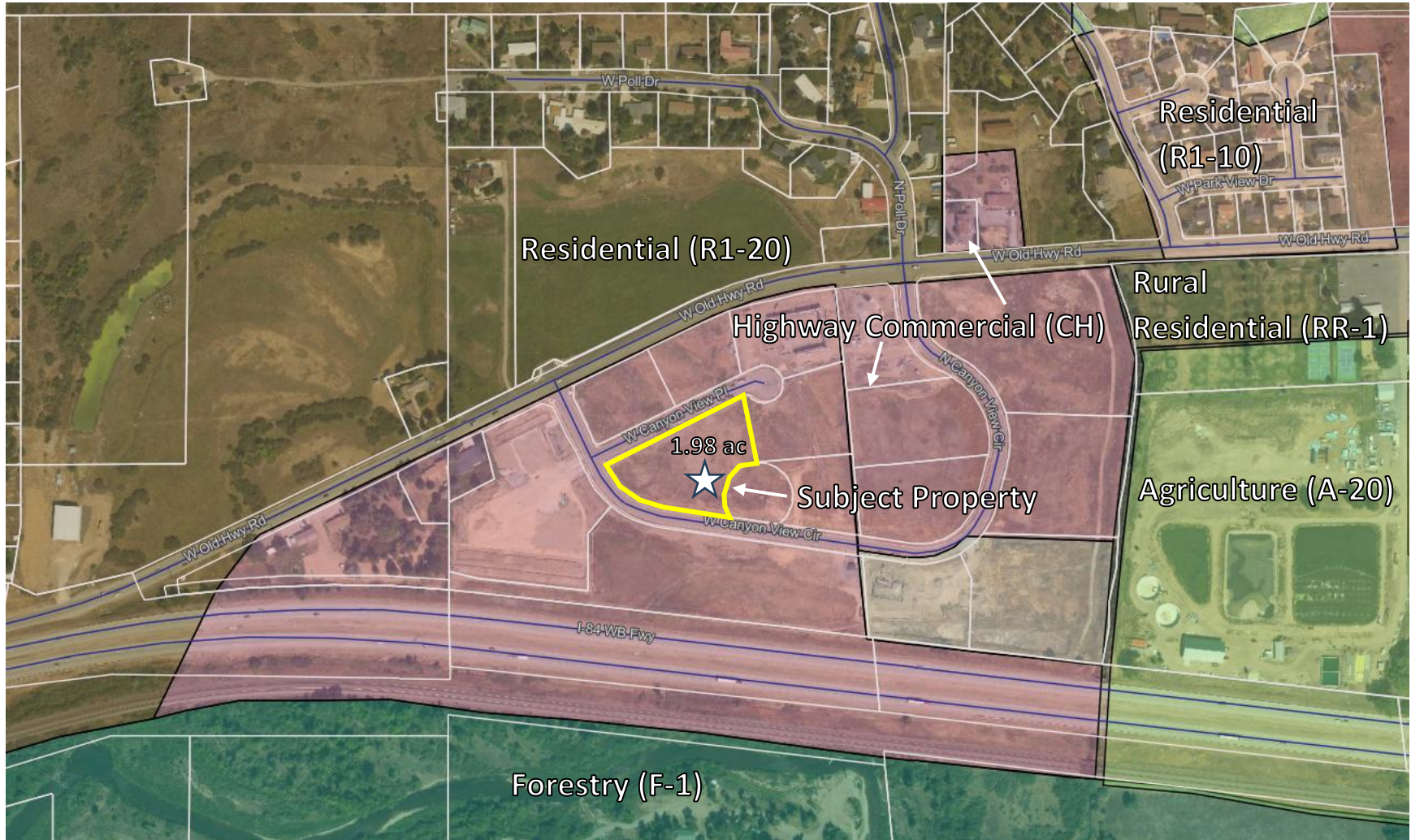
Attachment C: Original Plat

Attachment D: Proposed Preliminary Plat

Attachment A: Vicinity Map



Attachment B: Current Zoning Map



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

Attachment C: Original Plat

VICINITY MAP

CANYON VIEW COMMERCIAL WEST

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

LAYTON SURVEYS L.L.C.
1802 N. 1000 WEST
CLAYTON, UT 84015
(801) 662-1641
www.laytonsurveys.com

NOTES:

- MORGAN COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WHEN DEVELOPMENTS AS DEFINED IN THE HOPKINS ZONING AND USE CODES. IT IS UNLAWFUL TO OCCUPY A BUILDING UNLESS THE DEVELOPMENT WITHOUT FIRST OBTAINING A CERTIFICATE OF OCCUPANCY FROM THE COUNTY. A PLAT AND RECORDING OF THIS PLAT IS NECESSARY TO OBTAIN A CERTIFICATE OF OCCUPANCY. THE MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE OWNER OF THE EASEMENT. ALSO, AN EASEMENT AS SHOWN IN THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EASEMENT AS SHOWN ON THE ORIGINAL RECORDING OF THE EASEMENT.
- ALL IMPROVEMENTS ARE SUBJECT TO THE RULES AND REGULATIONS AS SET FORTH IN THE CODES FOR THIS PROJECT.
- A PUBLIC DRAINAGE EASEMENT IS HEREBY DEDICATED BY THIS MAP AS SHOWN ACROSS LOT 8 FOR THE PURPOSES OF MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT AND OTHER NEARBY AREAS REFERENCED TO THE STORM DRAINAGE OF THIS PROJECT. THE OWNER OF LOT 8 IS RESPONSIBLE FOR THE MAINTENANCE OF EASEMENTS ACROSS LOT 8. THE DETAILS OF THIS DRAINAGE ARE ALSO AN EASEMENT AS SHOWN IN THIS PLAT. THE DETAILS OF THIS DRAINAGE ARE ALSO AN EASEMENT AS SHOWN IN THIS PLAT.
- ANY CONSTRUCTION, INCLUDING PARTIALS, ACTIVITIES, WITHIN THE 50-FOOT WIDE AREA DEFINED TO THE EXISTING GREEN TRANSMISSION LINE ACROSS LOT 8 AND IS SUBJECT TO APPROVAL BY MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT.
- THE 50-FOOT WIDE AREA DEFINED WITHIN LOT 8 IS SUBJECT TO BE SET ALL WHEEL PATHS OF SIDE LOT LINES, ROAD LOT LINES AND AT EACH CORNER OF LOT 8.
- PARCEL A IS TO BE RETAINED BY THE MOUNTAIN GREEN SUBDIVISION WATER ASSOCIATION. THIS PARCEL IS SHOWN FOR REFERENCE ONLY.
- THE EXISTING WATERSHED DIVISION, REFERENCED IN THE LEGEND, WAS RECORDED AT THE MOUNTAIN GREEN SUBDIVISION WATER ASSOCIATION. THIS PARCEL IS SHOWN FOR REFERENCE ONLY.
- RECORDING OF THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EASEMENT AS SHOWN ON THE ORIGINAL RECORDING OF THE EASEMENT.

SEGMENT	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
01	83.55	9999.72	171.92	41.73	83.54	N64°01'30"W
02	414.27	1153.55	2754.39	205.39	412.20	N04°20'00"W
03	6.07	1153.55	018.08	3.04	6.07	S84°18'30"W
04	67.12	1355.50	334.14	43.26	67.11	S87°44'30"W
05	12.25	1355.50	021.17	6.11	12.25	S88°20'00"W
06	130.89	1355.50	371.51	46.50	130.84	S75°54'00"W
07	408.20	1153.55	2074.28	205.45	405.57	S74°37'00"W
08	179.93	1341.56	779.51	88.09	175.81	S72°20'30"W
09	21.49	14.50	869.59	14.20	19.80	S87°04'30"W
10	19.88	200.00	214.52	8.96	19.88	S87°32'30"W
11	201.20	74.00	9234.20	14.73	20.29	S174°23'20"W
12	119.40	285.00	3425.00	65.43	116.49	S83°10'00"W
13	155.36	285.00	3722.00	78.66	151.45	S82°07'30"W
14	272.78	285.00	5849.00	148.20	262.10	S83°43'30"W
15	164.78	325.00	4105.00	132.41	158.41	S83°10'00"W
16	205.18	225.00	5254.50	169.47	198.51	S82°10'42"W
17	211.84	325.00	4120.50	136.31	174.44	S84°23'16"W
18	227.36	185.00	34720.20	240.23	181.97	S82°50'00"W
19	489.24	185.00	28971.14	102.03	482.00	S81°30'00"W
20	166.89	325.00	4105.00	132.41	158.41	S83°10'00"W
21	147.10	55.00	15737.50	231.74	147.03	S80°53'48"W
22	242.24	55.00	33227.50	15.89	88.25	N10°21'48"W
23	182.22	18.00	77223.04	11.18	17.93	N07°07'14"W
24	122.50	85.00	88701.14	77.20	117.16	N02°21'30"W
25	59.32	125.00	21742.00	18.83	59.33	S88°10'00"W
26	88.27	3040.70	17170.00	44.74	88.27	S89°53'30"W
27	230.86	250.00	5294.50	124.80	232.74	S10°14'42"W

NOTES (CONTINUED):

- THE 50-FOOT WIDE AREA DEFINED WITHIN LOT 8 IS SUBJECT TO APPROVAL BY MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT AND OTHER NEARBY AREAS REFERENCED TO THE STORM DRAINAGE OF THIS PROJECT. THE OWNER OF LOT 8 IS RESPONSIBLE FOR THE MAINTENANCE OF EASEMENTS ACROSS LOT 8. THE DETAILS OF THIS DRAINAGE ARE ALSO AN EASEMENT AS SHOWN IN THIS PLAT.
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LEGEND & ABBREVIATIONS:

- SECTION MONUMENT
- BOUNDARY LINE
- SECTION LINE
- LOT LINE
- RIGHT CENTERLINE
- EXISTING PANEL LINE
- EASEMENT LINE, AS NOTED
- BOUNDARY SEGMENT MARKER
- RIGHT OF WAY
- TYPICAL MONUMENT
- EXIST. EASEMENT
- PUBLIC UTILITY EASEMENT
- PUBLIC DRAINAGE EASEMENT
- MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
- EX. SEWER EASEMENT (SEE NOTE #)
- EX. UTILITIES (SEE NOTE #)

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE MORGAN COUNTY SURVEYOR DOES NOT RELIEVE THE LISTED LAND SURVEYORS WHO DEDICATED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH. SIGNED THIS 12th DAY OF April, 2022.

David C. Smith
MORGAN COUNTY SURVEYOR

HIGHLANDS WATER COMPANY

APPROVES THIS 12th DAY OF April, 2022.

Maureen Smith
WATER COMPANY

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

APPROVES THIS 14th DAY OF April, 2022.

John Smith
SEWER DISTRICT

COUNTY ENGINEERS APPROVAL

APPROVED THIS 15th DAY OF April, 2022.

John Smith
COUNTY ENGINEER

COUNTY COMMISSION APPROVAL AND ACCEPTANCE

PRESENTED TO THE MORGAN COUNTY COMMISSION THIS 17th DAY OF April, 2022, AT WHICH TIME THIS SUBMISSION AND THE OWNER'S DEDICATION WAS APPROVED AND ACCEPTED.

John Smith
COUNTY CLERK

MORGAN COUNTY PLANNING COMMISSION

APPROVED THIS 17th DAY OF April, 2022, BY THE MORGAN PLANNING COMMISSION.

John Smith
MORGAN COUNTY ATTORNEY

COUNTY ATTORNEYS APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 18th DAY OF April, 2022.

John Smith
MORGAN COUNTY ATTORNEY

RECORDER # 161585

STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF Val L. Duff, DATE August 1, 2022, IN BOOK 244, PAGE 109.

John Smith
MORGAN COUNTY RECORDER

LINE TABLE

LINE	LENGTH	DIRECTION
L1	284.19	S08°02'37"W
L2	228.67	S07°24'00"W
L3	181.42	S02°46'10"W
L4	228.09	S08°16'20"W
L5	228.22	N89°16'14"W
L6	819.48	N82°25'00"W
L7	266.87	N00°17'00"W
L8	150.07	N82°16'20"W
L9	147.10	N17°27'30"W
L10	712.88	N61°10'48"W
L11	32.00	S29°45'45"W
L12	36.46	N82°25'00"W
L13	33.50	N61°10'48"W
L14	37.35	N61°10'48"W
L15	3.80	N61°10'48"W
L16	33.58	N02°13'24"W
L17	30.34	S02°46'10"W
L18	88.13	S02°46'10"W
L19	88.15	S02°46'10"W
L20	186.66	S02°46'10"W
L21	52.42	S09°38'41"W
L22	25.77	S09°38'41"W
L23	28.80	S02°46'10"W
L24	73.50	N02°45'24"W
L25	52.62	S22°10'00"W
L26	2.00	S29°45'45"W
L27	44.27	N61°10'48"W
L28	33.54	S02°46'10"W
L29	207.02	S81°30'00"W
L30	142.83	S81°30'00"W
L31	240.00	S81°30'00"W
L32	68.80	S81°30'00"W
L33	588.00	N61°30'00"W
L34	605.00	N61°30'00"W
L35	30.34	N02°46'10"W
L36	28.74	N02°46'10"W
L37	247.00	N61°10'48"W
L38	309.89	N61°10'48"W
L39	309.89	N61°10'48"W
L40	442.82	S61°10'48"W
L41	213.10	N61°10'48"W
L42	88.87	N61°10'48"W
L43	25.00	S09°44'12"W
L44	88.88	N61°10'48"W
L45	153.21	N02°46'10"W
L46	111.20	S02°46'10"W
L47	118.22	N02°13'24"W
L48	236.48	N02°13'24"W
L49	277.34	N82°25'00"W
L50	78.76	S75°28'16"W
L51	1138.47	S84°23'16"W
L52	82.76	S87°04'30"W
L53	337.37	N61°10'48"W
L54	120.48	N82°16'20"W
L55	222.00	S61°23'00"W
L56	8.19	N88°20'20"W
L57	30.29	N88°20'20"W

BOUNDARY DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH EAST ALONG THE SECTION LINE OF SECTION 26 AND 28, A DISTANCE OF 373.42 FEET; THENCE SOUTH, A DISTANCE OF 211.13 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD HIGHWAY ROAD 1671, 56 FEET WIDE; SAID POINT IS ALSO THE NORTHWEST CORNER OF LOT 7 OF THE CANYON VIEW COMMERCIAL SUBDIVISION RECORDED ON NOVEMBER 19, 2001, AS INSTRUMENT NO. 150584 IN BOOK 385 AT PAGE 485; OF OFFICIAL RECORD; SAID POINT BEING SAID POINT OF BEGINNING FOR THE FOLLOWING DESCRIPTION, FOLLOWING THE WESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FOUR (4) COURSES:

- SOUTH 08°16'20" EAST, A DISTANCE OF 284.19 FEET;
- SOUTH 02°46'10" EAST, A DISTANCE OF 228.67 FEET;
- SOUTH 04°26'10" WEST, A DISTANCE OF 181.42 FEET;
- SOUTH 04°26'10" WEST, A DISTANCE OF 228.09 FEET;

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

- NORTH 83°02'41" WEST, A DISTANCE OF 280.23 FEET;
- NORTH 82°25'00" WEST, A DISTANCE OF 266.87 FEET;
- ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2669.72 FEET THROUGH A CENTRAL ANGLE OF 01°21'20", A DISTANCE OF 83.54 FEET;

THENCE, NORTH 02°46'10" WEST, A DISTANCE OF 256.85 FEET; THENCE, NORTH 28°10'42" EAST, A DISTANCE OF 160.07 FEET; THENCE, NORTH 40°10'42" WEST, A DISTANCE OF 147.10 FEET; TO A POINT ON THE SOUTHEASTERN CORNER OF SAID OLD HIGHWAY ROAD 1671; THENCE, ALONG THE SOUTH LINE OF SAID ROAD THE FOLLOWING TWO (2) COURSES:

- NORTH 64°10'48" EAST, A DISTANCE OF 712.88 FEET;
- ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11033.50 FEET THROUGH A CENTRAL ANGLE OF 10°21'30", A DISTANCE OF 414.27 FEET (CHORD BEARS NORTH 74°38'06" EAST, A DISTANCE OF 412.05 FEET);

TO THE POINT OF BEGINNING FOR THE FOLLOWING TWO (2) COURSES:

- NORTH 20°27'42" EAST, MORE OR LESS

OWNERS DEDICATION:

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

July, A.D. 2022.

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

IN WITNESS WHEREOF, I/WE HAVE HEREIN SET MY/OUR HAND(S) THIS _____ DAY OF _____, A.D. 2022.

Val L. Duff
MOUNTAIN GREEN SUBDIVISION WATER ASSOCIATION
2022-23 L. PINKAL, PRESIDENT

CANYON VIEW COMMERCIAL WEST

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

IN WITNESS WHEREOF, I/WE HAVE HEREIN SET MY/OUR HAND(S) THIS _____ DAY OF _____, A.D. 2022.

John Smith
MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
2022-23 L. PINKAL, PRESIDENT

ACKNOWLEDGMENT (TRUSTEE):

STATE OF UTAH
COUNTY OF MORGAN, 188
ON THE 12th DAY OF April, A.D. 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF MORGAN, IN THE STATE OF UTAH, Val L. Duff AND Heather L. Duff, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE CO-TRUSTEES OF THE VAL AND HEATHER POLY FAMILY 2001 TRUST DATED MARCH 31ST 2004 AND THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED, FOR AND IN BEHALF OF SAID FAMILY TRUST FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC John M. Anderson
PRINTED FULL NAME: John M. Anderson

MY COMMISSION NUMBER: 20211222
MY COMMISSION EXPIRES: April 12, 2023
A NOTARY PUBLIC COMMISSIONED IN Utah, RESIDING IN Morgan COUNTY.

ACKNOWLEDGMENT (ASSOCIATION):

STATE OF UTAH
COUNTY OF MORGAN, 188
ON THE 12th DAY OF April, A.D. 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF MORGAN, IN THE STATE OF UTAH, Val L. Duff AND Heather L. Duff, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE CO-TRUSTEES OF THE VAL AND HEATHER POLY FAMILY 2001 TRUST DATED MARCH 31ST 2004 AND THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED, FOR AND IN BEHALF OF SAID FAMILY TRUST FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC John M. Anderson
PRINTED FULL NAME: John M. Anderson

MY COMMISSION NUMBER: 20211222
MY COMMISSION EXPIRES: April 12, 2023
A NOTARY PUBLIC COMMISSIONED IN Utah, RESIDING IN Morgan COUNTY.

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Attachment D: Proposed Plat Amendment

CANYON VIEW COMMONS PHASE 1

A CONDOMINIUM PROJECT AMENDING ALL OF LOT 7, CANYON VIEW COMMERCIAL WEST SUBDIVISION
 LOCATED IN THE WEST HALF OF SECTION 26,
 AND THE EAST HALF OF SECTION 27,
 TOWNSHIP 5 NORTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN
 MOUNTAIN GREEN, MORGAN COUNTY, UTAH
 DECEMBER 2025

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	15.72	5.00	145°48'51"	S8° 47' 37"E	9.56
C5	15.81	26.50	34°11'09"	S81° 10' 23"W	15.38
C6	30.64	51.30	33°25'15"	S47° 28' 11"W	28.82
C7	15.12	21.30	41°14'24"	S43° 32' 30"W	14.79
C10	200.16	226.00	52°54'32"	N05° 10' 47"W	186.01
C11	22.70	14.80	92°54'09"	N17° 42' 30"E	20.29
C12	211.24	190.00	121°25'32"	S24° 29' 10"W	174.44
C13	24.61	100.00	19°49'54"	N68° 02' 41"E	24.44
C14	31.82	226.13	8°04'29"	S83° 09' 59"E	31.60

SURVEYOR'S CERTIFICATE

I, WILLES D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 1026866 IN ACCORDANCE WITH TITLE 18, CHAPTER 2 OF THE PROFESSIONAL ENGINEER AND LAND SURVEYOR ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN, IN ACCORDANCE WITH SECTION 17-25-17, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, AND STREETS TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS CANYON VIEW COMMONS PHASE 1 AND THAT THE SAME HAVE BEEN CORRECTLY SURVEYED AND DOCUMENTED ON THE GROUNDS AS SHOWN ON THE PLAT.

SIGNED THIS 8TH DAY OF DECEMBER, 2025.

Willes D. Long, P.L.S. NO. 1026866

LINE #	LENGTH	BEARING
L1	7.30	N84° 10' 48"E
L2	7.30	S84° 10' 48"W
L3	5.32	S25° 49' 12"E
L4	3.00	N25° 49' 12"W
L5	1.23	N84° 10' 48"E
L6	3.12	S25° 49' 12"E
L7	3.00	S25° 49' 12"E
L8	5.32	N25° 49' 12"W
L9	7.30	N84° 10' 48"E
L10	7.30	S84° 10' 48"W
L11	5.32	N25° 49' 12"W
L12	1.23	N84° 10' 48"E
L13	3.12	N25° 49' 12"W
L14	1.23	N84° 10' 48"E
L15	7.30	S84° 10' 48"W
L16	7.30	N84° 10' 48"E
L17	5.20	S25° 49' 12"E
L18	3.00	S25° 49' 12"E
L19	7.30	S84° 10' 48"W
L20	5.32	N25° 49' 12"W
L21	7.28	N84° 06' 30"E
L22	3.12	N25° 49' 12"W
L23	1.23	N84° 10' 48"E
L24	2.89	S87° 21' 57"W
L25	3.12	N87° 21' 57"E
L26	1.23	S81° 38' 03"E
L27	7.30	S81° 38' 03"E
L28	7.30	N81° 38' 03"W
L29	5.22	N87° 30' 15"E
L30	4.88	S22° 56' 24"W
L32	2.96	S30° 40' 33"W

BOUNDARY DESCRIPTION

ALL OF LOT 7 OF THE CANYON VIEW COMMERCIAL WEST SUBDIVISION AS SHOWN ON THAT CERTAIN SUBDIVISION PLAT RECORDED ON AUGUST 1, 2002 AS INSTRUMENT NO. 180083M AT PAGE 105, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, CONTAINING 1.0834 ACRES, MORE OR LESS.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, ME, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAID TRACT TO BE SUBDIVIDED INTO 14 UNITS AND 1 PARCEL, TO BE HEREAFTER KNOWN AS:

CANYON VIEW COMMONS PHASE 1 CONDOMINIUM

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND, OTHER UTILITIES, EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND CONVEY TO THE [CONDOS ASSOC] COMMON AREA PARCEL A.

SIGNED THIS ___ DAY OF ___, 2025.

BY: _____

ACKNOWLEDGEMENT

STATE OF UTAH)
 COUNTY OF _____)

On this ___ day of ___, 2025, personally appeared before me [NAME OF DOCUMENT SIGNER], whose identity is generally known to me on the basis of satisfactory personal and who by the duly acknowledged, did say that he/she is the [TITLE OR OFFICE OF OWNER OR CO-OWNER], and that said document was prepared by him/her or under the direct authority of the [Name, or Resolution, of the Board of Directors], and said [NAME OF DOCUMENT SIGNER] acknowledged to the fact said "Conjuncted executed the same."

NOTARY PUBLIC

STAMP: _____

NOTES

- MORGAN COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN DEVELOPMENTS AS OUTLINED IN THE DEDICATED BUILDINGS AND FIRE CODES. IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE COUNTY. A PAVED DRIVEWAY IS REQUIRED TO BE INSTALLED FOR ALL DRIVEWAYS ACCESSING FROM PAVED STREETS AND RIGHTS OF WAY, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- ALL PROPERTIES ARE SUBJECT TO THE RULES AND REGULATIONS SET FORTH IN THE CC&R'S FOR THIS PROJECT.
- THE BOUNDARY FOR THIS MAP IS BASED ON THE RECORD OF SURVEY PREPARED BY JT ENGINEERING, PC AND LAYTON SURVEYS RECORDED AS FILE NO. 9908078 ON JUNE 15, 2002 AT THE MORGAN COUNTY RECORDER'S OFFICE.
- THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST WILL BE DESTROYED BY THIS DEVELOPMENT. DEVELOPER MUST COORDINATE REMOVAL & INSTALLATION OF REFERENCE MONUMENTS WITH THE COUNTY RECORDER'S OFFICE.
- THE 26.50 FOOT WIDE EASEMENT SHOWN HEREON IS HEREBY GRANTED FOR THE SPECIFIC PURPOSE OF PROVIDING A RIGHT OF ACCESS AND TRAVEL WAY FOR EMERGENCY VEHICLES AND THE GENERAL PUBLIC TO THE BUILDINGS LOCATED WITHIN THE SUBDIVISION. THE EASEMENT SHALL BE MAINTAINED AT ALL TIMES TO ENSURE UNIMPEDED ACCESS BY SAID VEHICLES AND PERSONS. ALL ACTIVITIES WITHIN THE EASEMENT AREA SHALL CONFORM TO APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS TO ENSURE THE SAFETY AND ACCESSIBILITY OF THE DESIGNATED PARTIES.
- AN 18 FOOT WIDE PERPETUAL CULINARY WATER EASEMENT IS HEREBY DEDICATED BY THIS MAP TO THE MOUNTAIN GREEN ELEVATION WATER ASSOCIATION (MGWEA) TO BE USED FOR THE MAINTENANCE AND OPERATION OF EXISTING CULINARY WATER LINES AND RELATED WATER FACILITIES AS MAY BE AUTHORIZED BY MGWEA, OVER, ACROSS AND UNDER THE REAL PROPERTY, AS SHOWN HEREON ACROSS LOTS 3 AND 7.
- ALL BUILDING CONSTRUCTION TO CONFORM TO THE REQUIREMENTS OF THE MOUNTAIN GREEN FIRE PROTECTION DISTRICT, WHICH INCLUDE BUT ARE NOT LIMITED TO APPROVED AUTOMATIC FIRE SUPPRESSANT INSTALLATION AND THE SUBDIVISION'S AGREED COVENANTS, CONDITIONS AND RESTRICTIONS.

VICINITY MAP

LEGEND

- Section Monument
- Property Corner
- Subdivision Boundary
- Unit Line
- Adjacent Parcel
- Section Line
- Easement
- Road Centerline
- Right of Way
- Typical
- Monument
- Easement
- Right
- Existing Public Utility
- Easement
- Common Area
- Private Area

UNIT ADDRESS TABLE

UNIT 1	5805 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 2	5807 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 3	5797 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 4	5791 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 5	5787 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 6	5783 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 7	5777 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 8	5773 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 9	5769 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 10	5765 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 11	5757 CANYON VIEW PLACE	MOUNTAIN GREEN, UT 84003
UNIT 12	5753 CANYON VIEW CIRCLE	MOUNTAIN GREEN, UT 84003
UNIT 13	5751 CANYON VIEW CIRCLE	MOUNTAIN GREEN, UT 84003
UNIT 14	5749 CANYON VIEW CIRCLE	MOUNTAIN GREEN, UT 84003

CONDO ASSOC

WILLES D. LONG
 1700 WEST 1000 SOUTH
 MOUNTAIN GREEN, UT 84003

DEVELOPER

AT THE FALLON JAZZ
 1700 WEST 1000 SOUTH
 MOUNTAIN, UT 84003
 438-684-8747

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR WHICH HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND INSTRUMENT FORMS AND INSTRUMENTS RECORDED IN THE MORGAN COUNTY OFFICE. THE APPROVAL OF THIS PLAT BY THE MORGAN COUNTY SURVEYOR DOES NOT RELATE TO THE ACCURACY OF THE SURVEY OR THE TRUTH OF THE REPRESENTATIONS AND WARRANTIES THEREIN. SIGNED THIS ___ DAY OF ___, 2025.

RECORD COUNTY SURVEYOR

HIGHLANDS WATER COMPANY

APPROVED THIS ___ DAY OF ___, 2025.

ENTER COUNTY

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

APPROVED THIS ___ DAY OF ___, 2025.

SEWER DISTRICT

COUNTY ENGINEER'S APPROVAL

APPROVED THIS ___ DAY OF ___, 2025.

COUNTY ENGINEER

COUNTY COMMISSION APPROVAL AND ACCEPTANCE

PRESENTED TO THE MORGAN COUNTY COMMISSION THIS ___ DAY OF ___, 2025. HAS BEEN REVIEWED AND THE OWNERS DEDICATION WAS APPROVED AND ACCEPTED.

SEAL: _____

SEAL: _____

MORGAN COUNTY PLANNING COMMISSION

APPROVED THIS ___ DAY OF ___, 2025.

PLANNING COMMISSION CHAIRPERSON

COUNTY ATTORNEY'S APPROVAL AS TO FORM

APPROVED THIS ___ DAY OF ___, 2025.

DEPUTY COUNTY ATTORNEY

RECORDER #

STATE OF UTAH, COUNTY OF MORGAN, RECORDS AND FILED AT THE REQUEST OF _____

DATE: ___ / ___ / 2025

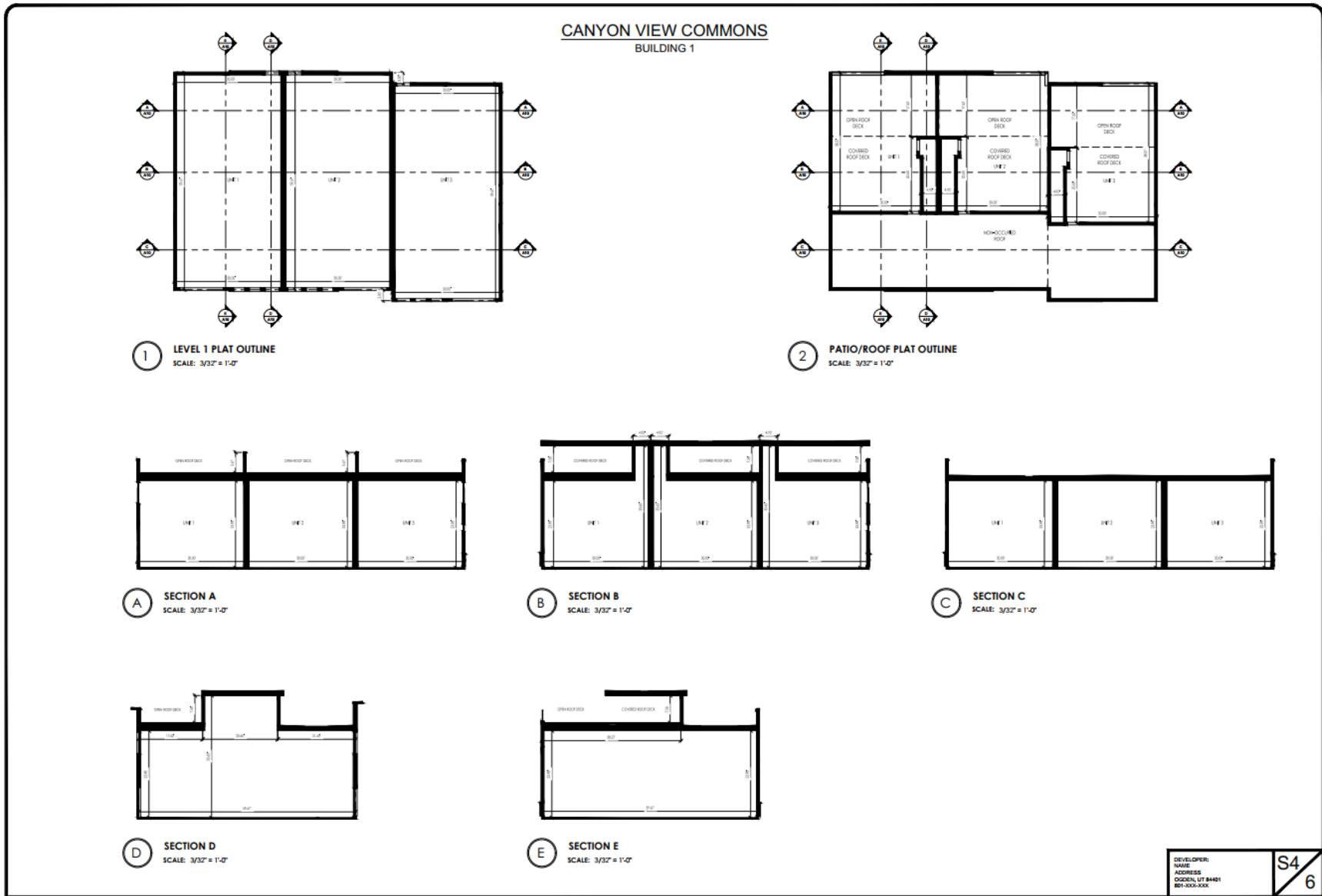
BOOK: _____

PAGE: _____

DEPUTY COUNTY RECORDER

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

Attachment D: Proposed Elevation Plat





County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

Commission Meeting Date: 4/21/26 Time Requested: 15 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Meeting/Discussion/Decision – *Cottonwoods Meadow Park East Ph. 5A-5/5A-6 Final Plats:*
Request for final plat approval for 24 condominium units over two (2) phases.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

PUBLIC HEARING
PUBLIC MEETING



**COUNTY COMMISSION
STAFF REPORT**

Final Plat
April 21, 2026

Cottonwoods Meadow Park East Ph. 5A-5/5A-6 Final Plats
April 21, 2026
Public Meeting
File #26.001

Applicant/Owner: Skyler Gardner
Project Location: Kingston Drive and Park Meadow Drive
Parcel Numbers: 00-0086-4865, 00-0089-1186, 00-0092-5593, 00-0086-7344, and 00-0086-5513
Serial Numbers: 03-005-108-06-4, 03-005-108-06-2-1, 03-005-108-13-1-1, 03-005-108-12-1, and 03-005-108-05-4
Current Zoning: Rural Residential (RR-1)
Acreage: Approximately 7.289 acres combined

REQUEST:

Request for final plat approval for 24 condominium units over two (2) phases.

ATTORNEY GUIDANCE:

Administrative Review:

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

Applicable law:

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

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

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

Utah Code Ann. § 17-79-803(1)(a)(II)”

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

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

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

STAFF RECOMMENDATION:

County Staff has reviewed the plans for the Cottonwoods Meadow Park East Ph. 5A-5/5A-6 Final Plats. Staff recommends approval of the requested final plat based on the following findings and with the conditions listed below:

Findings:

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

Conditions:

- 1. That all outsourced consultant fees are paid current prior to final plat application.*
- 2. That all other local, state, and federal laws are adhered to.*
- 3. That the developer shall install any requisite infrastructure, including roadways, etc. as part of the final plat approval.*
- 4. That the requirements of the County Recorder and County Surveyor shall be met.*

PROJECT DESCRIPTION:

Proposal Details

This request is for final subdivision plat approval for two (2) phases within the Cottonwoods Meadow Park area – 5A-5 & 5A-6. The two (2) phases include 24 condominium-style units over a combined 7.289 acres with street dedication and 3.952 acres of open space. The property location is east of the intersection of Kingston Drive and Park Meadow Drive in the Mountain Green area. The size of the townhomes will range from 3,025 square feet to 3,850 square feet.

The applicant is currently coordinating with the Morgan County addressing official to finalize the address assignments. Sewer services will be provided by the Mountain Green Sewer Improvement District and the Cottonwood Mutual Water Company will provide the water utilities. Fire protection services will be provided by the Mountain Green Fire District (MGFD).

DISCUSSION:

The applicant previously was granted Preliminary Plat approval for a 24-unit condominium subdivision (application #25.009) by the Morgan County Commission on October 21, 2025. This final plat is consistent with the uses and layout as required by the applicable MCC Subdivision Standards.

The final plat requirements come from Morgan County's Land Use Management Code, Title 15, Chapter 155, Sections 412-424. Staff has reviewed the requirements and procedures for a final plat and have found that the application request meets the standards.

155.412: FINAL PLAT; PURPOSE:

The purpose of the final plat is to require formal approval by the County Commission before a subdivision plat is recorded in the office of the County Recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this chapter. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements and fees shall be required to be submitted with the final drawings.

(Prior Code, § 8-12-29) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

§ 155.419 REVIEW BY THE COUNTY COMMISSION:

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

(Prior Code, § 8-12-36) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

ANALYSIS OF STANDARDS

Standards	Findings	Rationale
<p>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-29 states the following:</p> <p>155.412: FINAL PLAT; PURPOSE:</p> <p><i>The purpose of the final plat is to require formal approval by the county council before a subdivision plat is recorded in the office of the Morgan County recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010)</i></p>		
<p>155.414: OTHER REQUIRED INFORMATION:</p> <p><i>A. Final storm drainage plans and erosion control plans with final hydraulic and hydrologic storm drainage calculations, water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage, and any other drainage information required by the county engineer in order to demonstrate mitigation of potential harmful impact.</i></p> <p><i>B. Construction drawings which show existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements and the location of all utilities, and shall meet all county standards and specifications. All construction drawings shall have the designing engineer's Utah state license seal, date and signature stamped on all submitted sheets. (Ord. 12-09, 9-18-2012)</i></p>		
<p>155.415: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:</p>		
A	<p>The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24"</p>	Complies

	<p>x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.</p>		
B	<p>The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.</p>	Complies	
C	<p>The plat shall contain a north arrow and scale of the drawing and the date.</p>	Complies	
D	<p>Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.</p> <p>1. A signature on the plat by a service provider shall be a commitment to provide the respective service to the lots created pursuant to the plat.</p>	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Commission recommend changes to the plat.
E	<p>An accurate and complete survey, which conforms to Utah state law.</p>	Complies	The survey has been completed.
F	<p>Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.</p>	Complies	
G	<p>The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.</p>	Complies	
H	<p>All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.</p>	Complies	

I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat: 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor.	Complies	
N	The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate: 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: OWNERS DEDICATION <i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 20 .</i> (Add appropriate acknowledgments) 3. Notary public's acknowledgement for each signature on the plat.	Complies	

	<p>4. A correct metes and bounds description of all property included within the subdivision.</p> <p>5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat.</p> <p>6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor.</p> <p>7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat.</p> <p>8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards.</p> <p>9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county.</p>		
O	<p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p>	Does Not Apply	
P	<p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p>	Complies	

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Fire/EMS Services: Comments have been received and recommend approval.

Engineering: Comments have been received and recommend approval.

Surveying: Comments received and are being addressed

Recorder: Comments received and are being addressed

Recommended Motions

Motion for *Approval* – “I move we approve the Cottonwoods Meadow Park East Ph. 5A-5/5A-6 Final Plats, application #26.001, allowing for a 24 condominium units located approximately east of the intersection of Kingston Drive and Park Meadow Drive in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 21, 2026.”

Motion for *Approval with Conditions* – “I move we approve the Cottonwoods Meadow Park East Ph. 5A-5/5A-6 Final Plat, application #26.001, allowing for a 24 condominium units located approximately east of the intersection of Kingston Drive and Park Meadow Drive in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 21, 2026, and the following conditions:”

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

Motion for *Denial* – “I move we deny the Cottonwoods Meadow Park East Ph. 5A-5/5A-6 Final Plat, application #26.001, not allowing for a 24 condominium units located approximately east of the intersection of Kingston Drive and Park Meadow Drive in unincorporated Morgan County, *due to the following findings:*”

Attachments:

Attachment A: Vicinity Map

Attachment B: Proposed Final Plat Phase 5A-5

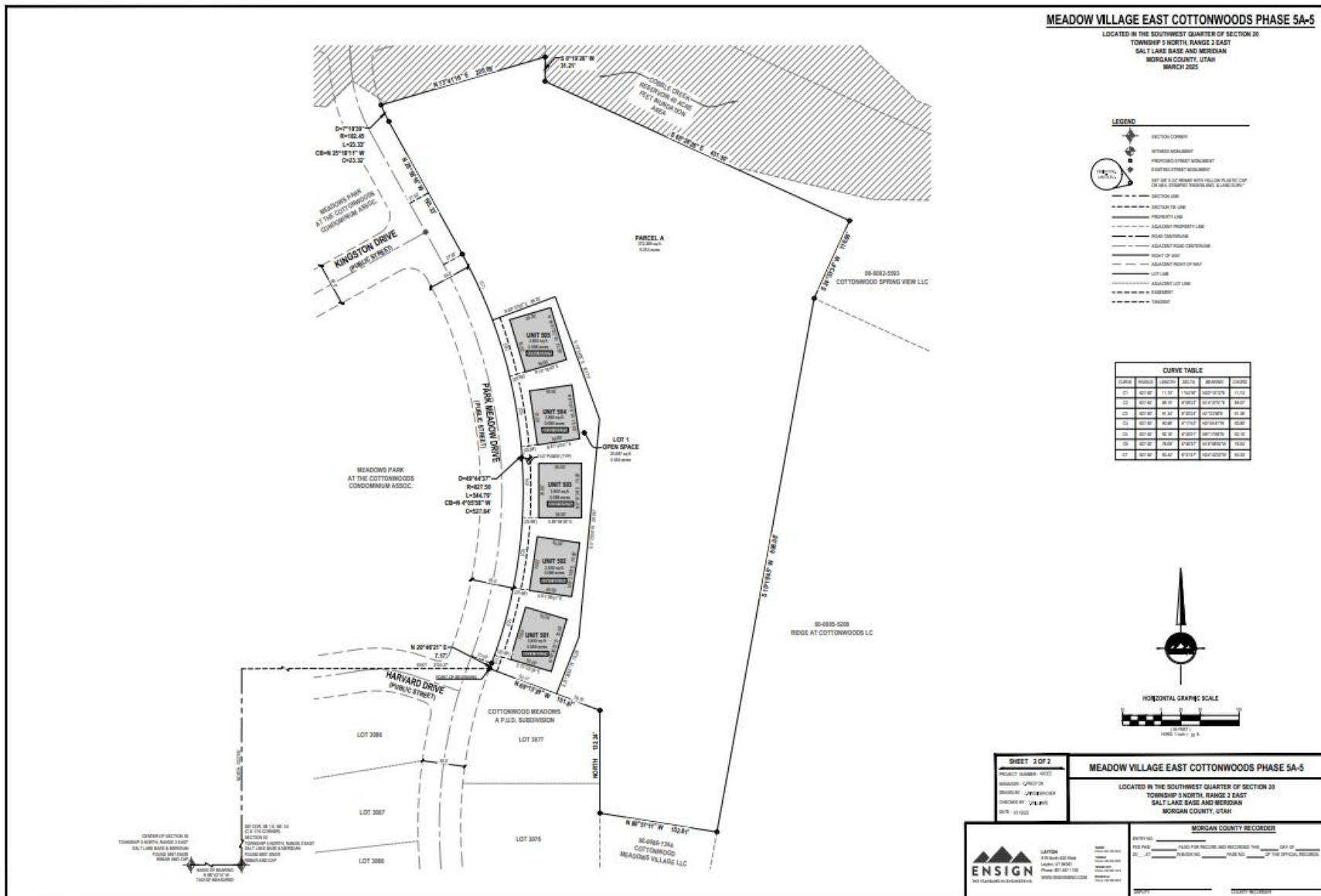
Attachment C: Proposed Final Plat Phase 5A-6

Attachment A: Vicinity Map



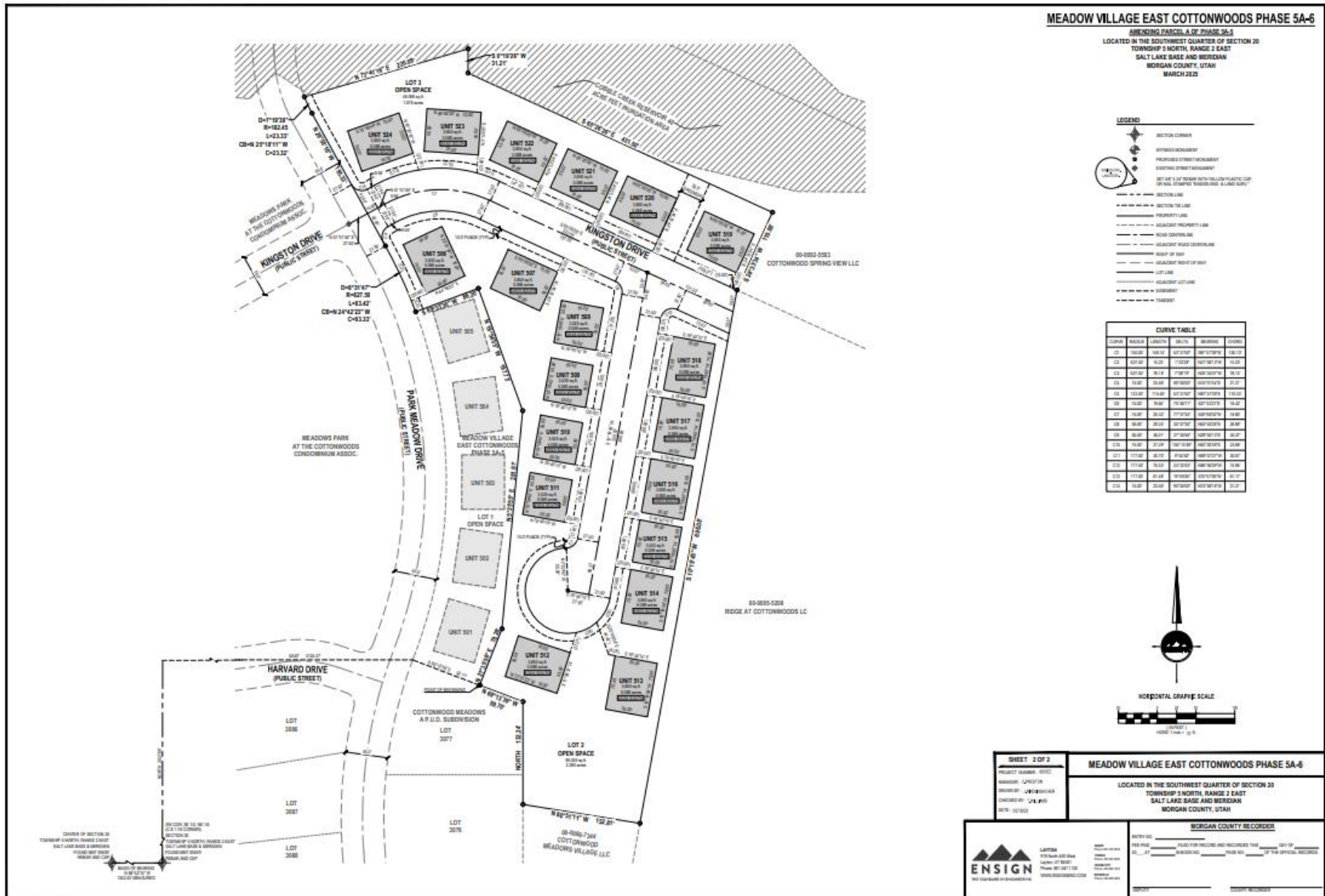
[Click here to view a full-size .pdf version of the plat drawings](#)

Attachment B: Proposed Final Plat Phase 5A-5



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

Attachment C: Proposed Final Plat Phase 5A-6



Kate Becker

From: Jeremy Archibald
Sent: Tuesday, April 14, 2026 2:30 PM
To: Kate Becker
Subject: Request for Approval to Proceed with SQL Server Purchase Over \$5,000

I am requesting approval to proceed with the purchase of a 4-core SQL Server 2025 license.

Initially, I received a quote from CDW-G totaling \$2,788.56, and based on that amount, I obtained budget resolution approval. However, when I attempted to place the order, it was put on hold. I was then informed that the quote provided was for an academic license, which does not apply to our organization as we are a government entity.

I obtained a new quote through our MSP, who is a Microsoft Partner, for the appropriate government/commercial licensing. The corrected quote for the same 4-core SQL Server 2025 license is \$7,888.00.

Microsoft licensing is available through the Utah Statewide Contract, and this purchase will align with that contract.

As Casey has reduced payroll expenses within the IT budget, this cost can be absorbed without the need for a new budget resolution. I am only requesting approval to proceed with the purchase due to the total exceeding the \$5,000 threshold outlined in our purchasing policy.

Please let me know if you need any additional documentation or details.

Thank you,

Jeremy Archibald
Director of Information Systems
Jeremy@morgancountyutah.gov



IT Partner LLC

3422 Old Capitol Trail Ste.679

Wilmington, DE 19808

sales@o365hq.com | +1-855-700-0365

16 Apr, 2026

Microsoft Licensing Quote

ONE-TIME PAYMENTS					
Product	SKU	Description	Unit price, USD	Qty	Price, USD
CLOUD SOLUTION PROVIDER - PERPETUAL LICENSES					
1. SQL Server 2025 Standard core- 2 core License Pack- Commercial	CSP-DG7GMGF0VNH2-0002	SQL Server 2025 Standard core- 2 core License Pack- Commercial	\$3,944.00	2	\$7,888.00
Subtotal: One-time payments					\$7,888.00

Invoice Subtotal: Recurring and one-time-payment items combined	\$7,888.00
Tax 0%:	\$0.00
Total: Recurring and one-time-payment items combined	\$7,888.00

The minimum initial order is 5 OLP licenses for any products. Further orders within 2 years can be for any number of licenses.

Find your product keys: <https://licensingapps.microsoft.com/product-activation>

Order processing milestones:

Same day- Order placement after the receipt of payment

1-2 business days- Electronic delivery of product keys and media through Microsoft VLSC

Explanations to Spec

The Microsoft Open License Program

Microsoft Open License Program (OLP) is a volume licensing program that allows you to purchase licenses for software products at a lower price relative to retail prices of boxed products. The program offers a full range of products for business- operating systems, desktop applications, server products, development tools. For operating systems, a full license for Windows Professional GetGenuine and Windows Professional Upgrade licenses are offered. It has minimum license requirements and offers customers volume pricing with the flexibility to pay as they go. It allows them to acquire additional software products as needed to grow with their changing business needs. Open License offers a greater discount for a larger upfront order.

OLP licenses provide perpetual rights to use current and previous versions of products. Along with licenses, you can purchase a subscription to the Microsoft Software Assurance (SA) support program, which provides the right to upgrade to new versions of products and some additional benefits for a period of 24 months. At the end of 24 months you can purchase individual licenses for SA renewal.

Regulatory documents

Microsoft Product Terms (MPT)

Open License Agreement (OLP) (sample)

Description of purchasing process of the OLP licenses:

- Select the licenses in the Catalog or use Wizard
- Open the cart and proceed to checkout
- Place an order
- Get Invoice
- Pay the bill
- Get licenses in electronic form, keys and distributions on the Microsoft VLSC website

The minimum initial order is 5 OLP licenses for any products. Further orders within 2 years can be for any number of licenses.

With an order volume of more than \$10 000 there are discounts from the price list!



ADAMS CONSTRUCTION SERVICES

ADDITIONAL WORK AUTHORIZATION

Adams Construction Services, Inc

P O Box 136 (801) 791-7945

Morgan, Utah 84050

Date: Tuesday, March 31, 2026
Attn: Kate Becker
Project: Morgan County-Clerk's Addition
Change Request #: 2

Table with 4 columns: ITEM, ACTIVITY, QTY, COST. Contains 2 rows of work items and a total row at the bottom.

Reason For Change:

- Owner request
City request
Design Omission/Change
Value Engineering
Other:

Contractor Authorizing Signature: _____

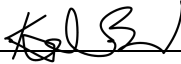
Owner Authorizing Signature: _____



2026 BUDGET CHANGE FORM

Date 04/17/2026

Department Fleet

Department Head Signature 
Kate Becker

Amount 58,988

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

Move to GL Account # 10-4460-800-000 County Motor Pool

Brief Description

\$27,794 each for two Maverick XLs on State Bid & 200 each for decal and installation, \$1,500 each for a half year of fuel

Clerk/Auditor Use Only

Date Entered:
Date Commission Approved:



Preview Order L401 - W8B - SuperCrew AWD - XL : Order Summary Time of Preview: 04/14/2026 09:38:42 Receipt: NA

Dealership Name : Young Ford of Ogden

Sales Code : F56555

Dealer Rep.	Jeff Heilesen	Type	Fleet	Vehicle Line	Maverick	Order Code	L401
Customer Name	Morgan county	Priority Code	G2	Model Year	2026	Price Level	630

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8B0 MAVERICK XL AWD	\$28145	FORD FLEET SPECIAL ADJUSTMENT	\$0
.121.0" WHEELBASE	\$0	SIRIUSXM W/360L (3 MOS TRIAL)	\$0
TOTAL BASE VEHICLE	\$28145	PRICE CONCESSION INDICATOR	\$0
OXFORD WHITE	\$0	REMARKS TRAILER	\$0
CLOTH	\$0	CONN PKG:1YR INCL W/FORD APP	\$0
EBONY	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
EQUIPMENT GROUP 102A	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.XL TRIM	\$0	FUEL CHARGE	\$0
.17" STEEL WHEEL	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.2.0L ECOBOOST ENGINE	\$0	PRICED DORA	\$0
.AUTOMATIC TRANSMISSION	\$0	ADVERTISING ASSESSMENT	\$0
JOB #2 ORDER	\$0	DESTINATION & DELIVERY	\$1845

	State Contract Order Sales Price	MSRP
TOTAL BASE AND OPTIONS	\$27,794	\$29990
DISCOUNTS		NA
TOTAL	MA#3800	\$29990

ORDERING FIN: QQ929 END USER FIN: QQ929 PO NUMBER: undefined

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 32-863T Description: undefined Concession Amount: \$-1000.00

This order has not been submitted to the order bank.

This is not an invoice.

SERVICE AGREEMENT

This Service Agreement ("Agreement"), is made and entered into as of this 21st day of April, 2026, by and between Morgan County, a political subdivision of the State of Utah (the "County"), and CJS Limited Liability Company (the "Service Provider").

WITNESSETH

WHEREAS, the County wishes to receive traffic school services from Service Provider from time to time and Service Provider is willing to provide such traffic school services, and County and Service Provider wish to enter into this Agreement to set forth the terms and conditions on which services will be provided.

NOW, THEREFORE, the County and Service Provider hereby mutually covenant and agree as follows:

1. Engagement of Service Provider. Service Provider is hereby retained by the County, and Service Provider hereby accepts such retention, as a traffic school provider for the County for the compensation and on the terms and conditions hereinafter expressed. Service Provider shall perform such service duties ("Services") which will consist of (i) providing Internet-based traffic school, and (ii) providing support to persons using said Internet-based traffic school.

2. Service Provider's Duties. Service Provider shall furnish an Internet-based traffic safety education program for individuals who elect or are ordered to participate in connection with Morgan County Justice Court, District Court, or Juvenile Court matters. Services shall include:

- a. Providing an online curriculum designed for traffic safety education;
- b. Secure enrollment and identity verification of participants;
- c. Customer and technical support during normal business hours;
- d. Preparation and transmission of certificates of completion and progress reports as required by Section 4;
- e. Maintenance of records sufficient to verify enrollment, participation, and completion for a minimum of three (3) years;
- f. Training for designated County personnel or court staff as reasonably requested by the County and Service Provider;
- g. Provide the course content in English and Spanish;
- h. Maintain a toll-free support line with assistance available in English and Spanish;
- i. Work with designated County or court personnel to customize course settings, duration, and passing criteria and to implement reasonable modifications at no additional cost to the County;
- j. If requested by the County, limit course access through the use of access codes issued by authorized County personnel; and
- k. Use commercially reasonable efforts to maintain continuous availability of the online course, excluding scheduled maintenance.

Service Provider shall perform the Services in a professional manner consistent with industry standards and all applicable federal and Utah laws.

3. County's Duties. The parties acknowledge that the County, acting through its executive branch, has no authority to order any individual to attend traffic school. Participation in the Service Provider's program may occur only:

- a. pursuant to an order of a court of competent jurisdiction; or
- b. on a voluntary basis when an individual elects to complete traffic school in connection with a citation or case, including as part of a plea in abeyance, diversion, prosecutorial recommendation, or other resolution offered by the County and accepted by the court.

Nothing in this Agreement shall be construed to limit the discretion of any judge to determine whether traffic school is appropriate in any case, to decline credit for voluntary attendance, or to impose additional or different conditions.

4. Verification. For each participant who successfully completes the program, Service Provider shall issue a certificate of completion identifying:

- a. participant;
- b. citation or case number;
- c. date of enrollment and date of completion; and
- d. confirmation that all course requirements were satisfied.

Upon request of the court or the County, Service Provider shall provide a report or access showing enrollment status and progress. Upon request, Service Provider shall transmit automated email notice of completion to addresses designated by the County or court. Upon request, Service Provider shall provide the County and courts with access to an administrative portal ("Progress Monitor") to verify enrollment, progress, and completion.

5. No Guarantee of Court Credit. Service Provider shall not represent to any participant that enrollment in or completion of the program will result in dismissal, reduction of charges, or any particular action by the court. All determinations regarding credit for attendance are solely within the discretion of the court or referring agency. Notwithstanding this restriction, Service Provider may advertise that enrollment in or completion of the program may benefit the participant.

6. Compensation for Services. The Service Provider agrees to pay to the County the following fees (collectively, the "Fee"):

(a) The County will set the rate that each Defendant shall pay to Service Provider for using the Internet-based traffic school. The County agrees that the rate set shall exceed the highest Monthly Base Price set forth in this agreement but not be more than \$100. The Service Provider will pay the County any amount collected that is above the Monthly Base Price set forth in this Section.

(b) The Service Provider's Monthly Base Price for use of the Service Provider's traffic

school will be according to the standard volume discount schedule set forth here.

Defendants per Month	Monthly Base Price
0 – 14	\$19.85
15 – 29	\$18.25
30 – 59	\$16.70
60 – 119	\$15.05
120 – 219	\$13.30
220 – 419	\$11.45
420 and above	\$9.55

NOTE: The charge for all Defendants in a month will be at the same Monthly Base Price.

(c) The amounts payable to the County under this Subsection shall be payable on or before the fifteenth day of the following month after traffic school was attended by the Defendant. The parties understand that payment will not be more frequent than once per month.

(d) In the event that a credit card chargeback occurs and cannot be resolved, the Service Provider will assume a loss of the amount equal to Monthly Base Price used during the month the person initiating the chargeback was billed, plus the additional chargeback fee of the credit card processing agent. The County will assume the loss of any amount charged in excess of the Monthly Base Price used during the month the person initiating the chargeback was billed.

(e) The Service Provider has no obligation to notify the County of any reductions in the Monthly Base Price. The Service Provider agrees that no increase in the Monthly Base Price will be made without the specific approval of the County and within the first three years of this contract.

7. Term. The term of this Agreement (the "Term") shall begin on the date of this Agreement and expire on December 31 of each year; and will automatically be extended for an additional one-year term with the same terms and conditions without need of additional written contracts and may be terminated during the Term as provided in Section 8 hereof.

8. Termination of Agreement. Notwithstanding that the Term shall not have been completed, the County may terminate this Agreement (a) upon 60 day written notice to the Service Provider that Services are no longer desired, or (b) the Service Provider is not able to resolve any technical issues, or (c) the Service Provider is not able to match any competitive agreements into which the County may have entered or desire to enter.

Notwithstanding that the Term shall not have been completed, the Service Provider may terminate this Agreement (a) upon written notice to the County 60 days prior to termination of Services. If this Agreement is terminated, the Service Provider shall only be obligated to make payments of Fees due the County according to the regular payment schedule for one year from date of written notice.

9. Duties of Service Provider Relating to Rendering Services. Service Provider shall at all times be acting and performing hereunder as an independent contractor. In connection with the performance by Service Provider of Services, the County shall not have or exercise any control or direction over the Services performed by Service Provider, and will not in any way supervise or control his activities. Service Provider shall perform all of the Services herein provided for relying on his own experience, knowledge, judgment and techniques. Service Provider shall not, in the performance of his duties, be managed or advised concerning the same by the County. Service Provider will not be acting as the employee, agent, partner, servant or representative of the County, and Service Provider will not have any authority to bind the County or any subsidiary of the County in any manner.

10. Privacy Agreement. Any information collected from individuals by the Service Provider's website is for the internal use of the County and Service provider and both acknowledge that such information shall not be resold, sublicensed, delivered or displayed in any way or used by any third party. Nothing herein prohibits Service Provider from transmitting information to the courts or the County as required by Sections 3.1 and 4(c),

11. Confidential Information. Service Provider agrees to keep confidential any information deemed confidential by the County. Upon the termination of this Agreement for any reason, Service Provider will not take or retain from the premises of the County any records, files or other documents, or copies thereof, relating in any way to the business operations of the County.

12. Assignability. The Service Provider shall not have the right to assign this Agreement except to a subsidiary or sister company of the Service Provider and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against said assigns. The rights, benefits and obligations of Service Provider under this Agreement are personal to him, and no such rights, benefits or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

13. Governing Law; Consent to Jurisdiction. This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of the State of Utah, excluding any conflicts-of-law rule or law which might refer such construction and interpretation to the laws of another state, republic or country. The parties hereby submit to the jurisdiction of the state and federal courts in Utah and waive any right to which they might be entitled to submit any dispute hereunder to the courts of another state, republic or country.

14. Modifications; Waiver. This Agreement shall not be amended or modified except by written instrument executed by the County and Service Provider. The failure of the County or Service Provider to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

15. Remedies. The remedies accorded to the parties by this Agreement are in addition to, and not in lieu of, all other remedies to which the parties may be entitled at law or in equity.

16. Inconsistent Obligations. Service Provider represents and warrants that, at the date of this Agreement, he has no obligations that are inconsistent with those of this Agreement.

17. Sole Agreement. All prior negotiations and agreements between the parties hereto relating to the transactions, employment and services contemplated hereby are superseded by this Agreement, and there are no representations, warranties, understandings or agreements with respect to such transactions, employment or services other than those expressly set forth herein.

18. Severability. If any of the terms or conditions of this Agreement are held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render unenforceable or invalid the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be unenforceable or invalid, the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall thereupon remain in full force and effect.

IN WITNESS WHEREOF, the County and Service Provider have executed this Agreement as of the day and year first above written.

Matt Wilson
Morgan County Commission Chair

Tyson Clark
President
CJS Limited Liability Company