



## MORGAN COUNTY COMMISSION MEETING AGENDA

**May 19th, 2026**

**4:00 WORK SESSION 5:00 REGULAR MEETING**

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

### **4:00 WORK SESSION**

**Applicant's request from Heidi Nettleton discussing Cottonwoods Development Agreement Amendment.**

### **5:00 COMMENCEMENT OF MEETING**

#### **(A) Opening Ceremonies**

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

#### **(B) Consent Agenda Items**

1. Approval of the Morgan County Commission Minutes from May 5<sup>th</sup>, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Approval of the Memorandum of Understanding with Northern Economic Alliance
4. Approval of the Dominion Payroll Services, LLC Service Agreement
5. Approval of Utah Outdoor Recreation Grant Award Agreement for Phase B of the Fairgrounds trail.

#### **(C) Commissioner Declarations of Conflict of Interest**

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

#### **(E) Action Items**

1. **Casey Basaker** – Discussion/Decision – Morgan County Human Resources  
Discussion and decision on giving Casey authorization to do the tax forms on behalf of the county like Atty. Garret Smith's authorization to sign for the opioid settlements.
2. **Casey Basaker** – Discussion/Decision – Morgan County Human Resources  
Discussion and decision on withdrawing from UCIP Worker's Compensation; Commission voted to move to the trust, but we need to send an official withdrawal letter to UCIP.
3. **Bret Heniner** – Discussion/Decision – Morgan County Fairgrounds  
Discussion and decision on awarding a bid for window replacement of the Morgan County Fairgrounds Exhibit Building using the Quilt Sales Fund.
4. **Josh Cook** – Discussion/Decision – County Planning & Zoning  
Wasatch Peaks Ranch Plat 3A First Amendment: A request for final plat approval for 13 single family lots.
5. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning  
Cottonwoods Development Agreement Amendment: County Ordinance **CO 26-02**. A request to approve an amendment to the Cottonwoods Development Agreement and the Cottonwoods PUD Overlay District to add additional land from adjoining parcels into the Cottonwoods Development.  
This was noticed for Public Hearing for the February 17<sup>th</sup>, 2026 Commission meeting and at that meeting was continued to a-date-certain being May 19<sup>th</sup>, 2026.

## MORGAN COUNTY COMMISSION MEETING AGENDA

- 6. Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Discussion and decision on awarding the RFP for Transportation Master Plan. [*Tabled from the April 7<sup>th</sup> meeting and May 5<sup>th</sup> meeting.*]

**(F) Commissioner Comments**

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

**CLOSED SESSION**

**Utah Code Annotated § 52-4-205 (1) (c)** strategy sessions to discuss pending or reasonably imminent litigation; **AND**

**(d)** strategy sessions to discuss the purchase, exchange, or lease of real property [...]

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 15<sup>th</sup> day of May 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](mailto:Jeremy@morgancountyutah.gov) at least 24 hours before the scheduled meeting.**

WHEN RECORDED RETURN TO:

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

**THIRD AMENDMENT  
TO DEVELOPMENT AGREEMENT FOR THE  
COTTONWOODS AT MOUNTAIN GREEN,  
MORGAN COUNTY, UTAH**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (“Third Amendment”) is entered into as of this 19th day of May, 2026 (“Effective Date”) by and among TURKEY FLATS, LLC, a Utah limited liability company, MOUNTAIN GREEN INVESTMENT, LLC a Utah limited liability company, MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST, and MORGAN COUNTY COTTONWOODS LLC, a Utah limited liability company (collectively, the “New Developers”), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through County Commission (the “County”).

**RECITALS**

- A. On August 9, 2006, Gardner Cottonwood Creek, L.C. (“Original Developer”) and the County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the “Original Development Agreement”), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as previously amended by (i) Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated April 1, 2008 (“First Amendment”), which First Amendment was recorded in the official records of the Morgan County Recorder on June 20, 2008, as Entry No. 112560 in Book 265 at Page 762; and (ii) Second Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 6, 2013 (“Second Amendment”), which Second Amendment was recorded in the official records of the Morgan County Recorder on August 27, 2013, as Entry No. 130225 in Book 308 at Page 645.
- B. The Original Development Agreement as amended by First Amendment, Second Amendment, and this Third Amendment, is referred to herein as the “Development Agreement.”
- C. The Original Development Agreement referenced and related to the real property described in the attached Exhibit A.

- D. The area described in the Original Development Agreement as Phase 6 (the “Phase 6 Property”) is currently wholly owned in respective parts by TURKEY FLATS, LLC, and MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST.
- E. MORGAN COUNTY COTTONWOODS LLC is currently the owner of the “New Phase 9 Property” described in the attached Exhibit B; the New Phase 9 Property was not part of the Original Development Agreement.
- F. MORGAN COUNTY COTTONWOODS LLC desires to make the New Phase 9 Property subject to and a part of the Development Agreement.
- G. The County previously authorized the removal of a majority of the original Phase 9 from the Development Agreement (the “Removed Phase 9 Property”).
- H. MOUNTAIN GREEN INVESTMENT, LLC a Utah limited liability company, is currently the owner of a portion of the original Phase 9 property that remains subject to the Development Agreement, referred to herein as the “Remaining 9 Property” and is referred to together with the New Phase 9 Property as the “Adjusted Phase 9 Property”.

NOW THEREFORE in consideration of the mutual covenants and conditions hereinafter to be fully kept and performed, the parties hereby agree as follows:

#### **AGREEMENT**

1. *Application to Phases 6 and 9; Effect on other Phases.* This Third Amendment relates to the Phase 6 Property and the Adjusted Phase 9 Property. This Third Amendment does not apply to Phases 1-5, 7, or 8, or the Removed Phase 9 Property.
2. *Joinder in Development Agreement.* By signing this Third Amendment, each of the New Developers agrees to be bound by the Development Agreement with respect to real property owned by such New Developer, to the same extent as if such New Developer had signed the Original Development Agreement.
3. *Common Areas (CC&Rs/HOA).* Prior to approval of any Plat (meaning a subdivision plat for all or a portion of the Phase 6 Property or the Adjusted Phase 9 Property) for any of the Phase 6 Property or the Adjusted Phase 9 Property, the applicable New Developer(s) will, if the Plat includes any common areas, cause to be recorded covenants, conditions, and restrictions that implement a mandatory community association (*i.e.*, “HOA”) for the property included in such Plat. The HOA will be responsible to own, operate and maintain all such common areas. If there is not common area within a Plat, the New Developers may, but are not required, to cause to be recorded covenants, conditions, and restrictions that may or may not implement a mandatory HOA. This paragraph supersedes and entirely replaces Section 2.4 of the Original Development Agreement, relative to the Phase 6 Property and the Adjusted Phase 9 Property. The New Developers may, in their sole discretion, elect to join any existing HOA or CC&Rs affecting the “Property” as defined in the Original Development Agreement, or the New Developers may instead, in their sole discretion, elect to have independent HOA or CC&Rs

for their respective projects, or combined HOA/CC&Rs for some or all of their respective projects.

4. *Trails/Easements.*

- a. The New Developers shall provide at least 21,000 linear feet of publicly accessible trails within, collectively, the Adjusted Phase 9 Property and the Phase 6 Property, generally consistent with the concept shown in Exhibit C. The trails will be improved with benches sporadically and thoughtfully placed by the New Developers, substantially similar in quality and feel as shown in the image attached hereto as Exhibit D. The precise alignment, design, materials, total linear footage (subject to the 21,000 linear foot minimum), width, construction phasing, and all other aspects of the trails shall be determined by the New Developers in their sole and absolute discretion, provided that a reasonable network of publicly accessible trails is ultimately constructed. Sidewalks constructed within the Phase 6 Property and/or the Adjusted Phase 9 Property and connected to other non-sidewalk trail sections shall count toward any trail obligations for all purposes. All streets will be improved with either: (i) a standard sidewalk conforming to applicable County design standards; or (ii) a meandering paved path constructed of concrete or asphalt, with a landscaped buffer between the road and the path; in either case, such sidewalk or path improvements will count as trails as long as they are connected to other trails not adjacent to the street.
  - b. The trails associated with any Plat shall be substantially completed prior to the issuance of building permits for more than seventy-five percent (75%) of the lots shown on that Plat (or such other timing or percentage as may be approved by the County during the Plat approval process). The New Developers may complete trail improvements earlier at their sole election.
  - c. In connection with any Plat for any part of the Phase 6 Property and/or Adjusted Phase 9 Property, the applicable New Developers shall, in their discretion, (i) include plat notes or record easements or rights of way, as reasonably requested by the County, against public trails situated on their property within such Plat to ensure public access in perpetuity, or (ii) contemporaneously record a Restrictive Covenant substantially in the form attached hereto as Exhibit G (or such modified form as may be reasonably approved by the County).
  - d. The general locations of the trails are shown for informational purposes only in the Amenities/Trails Map attached hereto as Exhibit C and are not binding on the New Developers.
5. *Residential Density – Phase 6 and Adjusted Phase 9.* A total of up to 240 residential dwelling units in the Phase 6 Property and the Adjusted Phase 9 Property, collectively, are hereby approved, with (i) up to 110 residential dwellings units in the Phase 6 Property and (ii) up to 130 residential dwellings units in the Adjusted Phase 9 Property. For informational purposes, the approved 240 units will result in an estimated maximum density of 0.55 residential dwelling units per acre within the Phase 6 Property and the Adjusted Phase 9 Property,

collectively. The applicable New Developers may in their discretion develop less than the total approved number of units but may not exceed that total number. The County will not deny approval of units that are equal to or less than the maximum approved number stated in this paragraph, subject to New Developer compliance with all other applicable terms and conditions of the Development Agreement and applicable Land Use Laws.

6. *Phase 6 Amenities.* A tot park and a sport court (either a pickleball court or tennis court, in the sole election of the applicable New Developer) are required in Phase 6 (the “Phase 6 Required Amenities”) and must be substantially completed before the 21<sup>st</sup> building permit is issued by the County anywhere in Phase 6. Conceptual images of the Phase 6 Required Amenities are shown for informational purposes in the attached Exhibit E. The Phase 6 Required Amenities may be built earlier at the sole election of the applicable New Developer, but the County will issue only 20 building permits, no more, in Phase 6 before the Phase 6 Required Amenities are substantially complete. Additional amenities beyond the Phase 6 Required Amenities are not required but may also be constructed in Phase 6 at the sole election of the applicable New Developer. Access to and use of the Phase 6 Required Amenities or any other amenities in Phase 6 (if any) may, in the discretion of the applicable New Developer, be limited solely to the residents of Phase 6. The general location of the Phase 6 Required Amenities is shown for informational purposes in the Amenities/Trails Map attached hereto as Exhibit C.
7. *Adjusted Phase 9 Amenities.* A pocket park and pickleball court are required in Adjusted Phase 9 (the “Adjusted Phase 9 Required Amenities”) and must be substantially completed before the 56th building permit is issued by the County anywhere in Adjusted Phase 9. Conceptual images of the Adjusted Phase 9 Required Amenities are shown for informational purposes in the attached Exhibit E. The Adjusted Phase 9 Required Amenities may be built earlier at the sole election of the applicable New Developer, but the County will issue only 55 building permits, no more, in Adjusted Phase 9 before the Adjusted Phase 9 Required Amenities are substantially complete. Additional amenities beyond the Adjusted Phase 9 Required Amenities are not required, but such additional amenities like a clubhouse, pool, and/or additional sport court(s), may also be constructed in Adjusted Phase 9 at the sole election of the applicable New Developer. Access to and use of the Adjusted Phase 9 Required Amenities or any other amenities in Adjusted Phase 9 (if any) may, in the discretion of the applicable New Developer, be limited solely to the residents of Adjusted Phase 9. The general location of the Adjusted Phase 9 Required Amenities is shown for informational purposes in the Amenities/Trails Map attached hereto as Exhibit C.
8. *Concept Plan.* Attached hereto as Exhibit F is a preliminary concept plan showing the preliminary concepts and phasing for the Phase 6 Property and the Adjusted Phase 9 Property (the “Concept Plan”). Subject to any express requirements or limitations herein, the parties acknowledge and agree that the New Developers shall have flexibility in the planning, design, phasing, construction, timing, and operation of all improvements, amenities, trails, lots, roads, and open space within the Phase 6 Property and the Adjusted Phase 9 Property. All exhibits attached hereto are conceptual and illustrative only and shall not impose any binding requirements except as expressly stated in this Third Amendment. The New Developers may deviate from any conceptual layouts, alignments, designs, or features shown in the exhibits in their sole and absolute discretion, subject only to the approval processes set forth in the

Development Agreement (as amended) and applicable Land Use Laws.

9. *Affordable Housing.* Section 2.20 of the Original Development Agreement (Public and Private Partnership for Affordable Housing) does not and shall not apply to any of the Phase 6 Property or the Adjusted Phase 9 Property.
10. *Entire Agreement.* This Third Amendment contains the entire understanding of the County and the signatories to this Third Amendment and supersedes all prior oral or written understandings relating to the subject matter set forth herein. The recitals and all attached exhibits are hereby incorporated into and made an integral part of this Third Amendment. This Third Amendment is to be read in harmony with the Original Development Agreement, First Amendment, and Second Amendment, to the maximum extent possible, but in the event of any conflict between the terms of this Third Amendment and the terms in the Original Development Agreement, First Amendment, and Second Amendment, the terms of this Third Amendment shall prevail.
11. *Counterparts.* This Third Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Third Amendment transmitted by facsimile or other electronic transmission shall be equally as effective as a manually executed counterpart.
12. *Parties Bound.* This Third Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.
13. *Authority.* Everyone executing this Third Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Third Amendment in the capacity and for the entity set forth where she or he signs.
14. *Governing Law.* This Third Amendment shall be governed by and interpreted in accordance with the laws of the State of Utah.
15. *Term.* The Development Agreement shall, with respect to the Phase 6 Property and the Adjusted Phase 9 Property, remain in effect until the later to occur of: (i) the date that is exactly ten years after the Effective Date of this Third Amendment, or (ii) the termination date as otherwise provided in the Original Development Agreement as amended by the First Amendment and Second Amendment.

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

**NEW DEVELOPERS**

TURKEY FLATS, LLC, a Utah limited liability company

By: \_\_\_\_\_  
Name: Eric Plyer

Title: Manager

MOUNTAIN GREEN INVESTMENT, LLC, a  
Utah limited liability company

By: \_\_\_\_\_  
Name: Ted Taylor  
Title: Manager

MAX WILKINSON, trustee of the MAX AND  
SHAUNA WILKINSON FAMILY TRUST

By: \_\_\_\_\_  
Name: Max Wilkinson  
Title: Trustee

MORGAN COUNTY COTTONWOODS LLC  
Utah limited Liability company

By: \_\_\_\_\_  
Name: Heidi Nettleton  
Title: Manager

**COUNTY:**

COUNTY OF MORGAN

By \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
County Clerk

Exhibit A

*Property Description in Original Development Agreement*



Exhibit B

*Description of the New Phase 9 Property*

*A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,*

*Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.*

*Containing 193.57 acres, more or less.*

Exhibit C

*Trails/Amenities Map*

Exhibit D

*Bench/Trail Concepts*



Exhibit E

*Conceptual Drawings of Required Amenities*

Neighborhood Park  
- Tot Lot  
- Open Play Areas

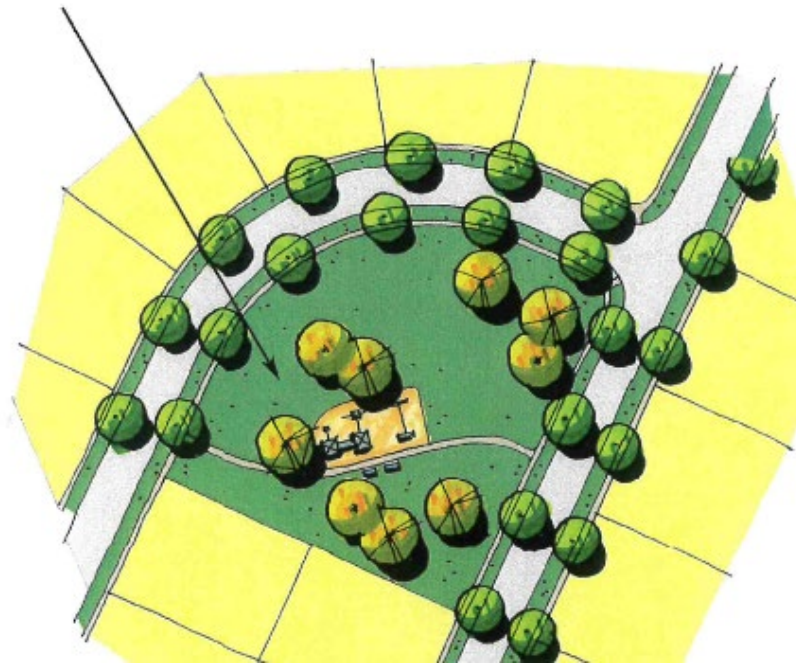


Exhibit F

*Concept Plan*

Exhibit G

FORM OF RESTRICTIVE COVENANT

UPON RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_

Parcel No(s)

**RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT (this “**Declaration**”) is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“**Developer**”), having an address at \_\_\_\_\_, and Morgan County, a Utah political subdivision (the “**County**”) having an address at \_\_\_\_\_. Developer and the County are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**” The real property subject to this Declaration is more particularly described in Exhibit A attached hereto and incorporated herein (the “Developer Property”). NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Developer Covenants. The Developer hereby agrees that the owner of the Developer Property will, at its sole cost and expense, retain, preserve, and maintain the Developer Property as open space in a good, clean, safe, and natural condition and in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Without limiting the foregoing, the Developer shall: (a) keep the Developer Property free from trash, debris, and waste; (b) prevent erosion and the degradation of natural vegetation on the Developer Property through reasonable and customary land management practices; (c) not grade, excavate, or otherwise alter the topography of the Developer Property in any manner inconsistent with open space preservation, except as necessary for the installation and maintenance of approved trails, drainage facilities, or similar public improvements; (d) not construct or place any structure, building, fence, sign, or other improvement on the Developer Property, except for trail-related improvements, signage, or other improvements expressly approved in writing by the County; and (e) not engage in, or permit any third party to engage in, any mining, drilling, extraction, or other resource-extraction activities on the Developer Property. The Developer will not assign, transfer, lease, license, grant an easement in, or otherwise convey any interest in the Developer Property to any third party, or otherwise permit any third party to use or develop the Developer Property for any purposes other than as open space, without the prior written consent of the County. Notwithstanding the foregoing, the following uses are expressly permitted on the Developer Property, to the extent consistent with open space preservation: passive recreation (including hiking, trail use, and wildlife observation), maintenance and operation of publicly accessible trails as required under the Development Agreement, and stormwater management and drainage improvements required by applicable law or governmental authority.

2. Remedies. In the event the Developer breaches the terms and conditions of this Declaration and fails to cure such breach within thirty (30) days after receiving written notice thereof from the County

(or such longer period as may be reasonably necessary to complete the cure, provided the Developer commences the cure within such 30-day period and diligently pursues it to completion), such breach will cause irreparable harm to County. As such, County shall have the right to enforce the terms and conditions of this Declaration and shall have the right to seek and obtain temporary and/or permanent injunctive relief against the then current owner, occupant or tenant of the portion of the Developer Property, upon which the violation has occurred or is threatened to occur. All the remedies permitted or available to the County shall be cumulative and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. All the remedies permitted or available to the County shall be cumulative and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3. Covenant Running With Land; Binding on Successors and Assigns. This Declaration and the restrictions contained herein shall burden and run with the Developer Property and shall be enforceable by the County and its successors, assigns, and any successor governmental authority, and will be binding on all future owners of the Developer Property.

4. Severability. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect and the court shall construe this Declaration as much as possible to give rise to the intent to the language hereof.

5. Attorneys' Fees. In the event of any action at law or in equity to enforce any of the provisions and/or rights under this Declaration, the prevailing Party in such action shall be awarded reasonable attorneys' fees and court costs incurred therein.

6. Amendment. Any amendment, termination, or other modification to this Declaration, shall, except as otherwise expressly set forth herein, require the consent of each owner of the Developer Property and the County.

7. Third Party Beneficiaries. No rights, privileges or immunities set forth herein will inure to the benefit of any third party that is not an owner of the Property. Each owner of the Property is intended to be a third-party beneficiary of any of the provisions contained herein.

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

9. Term. The term of this Declaration shall commence on the date it is recorded in the recorder's office of the County and shall continue in perpetuity unless terminated by mutual written agreement of the then-current owner of the Developer Property and the County.

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the date and year first set forth above.

DEVELOPER:

---

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY

Morgan County, State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

STATE OF UTAH )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument on behalf of said company.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:

STATE OF UTAH )  
: ss.  
COUNTY OF \_\_\_\_\_ )

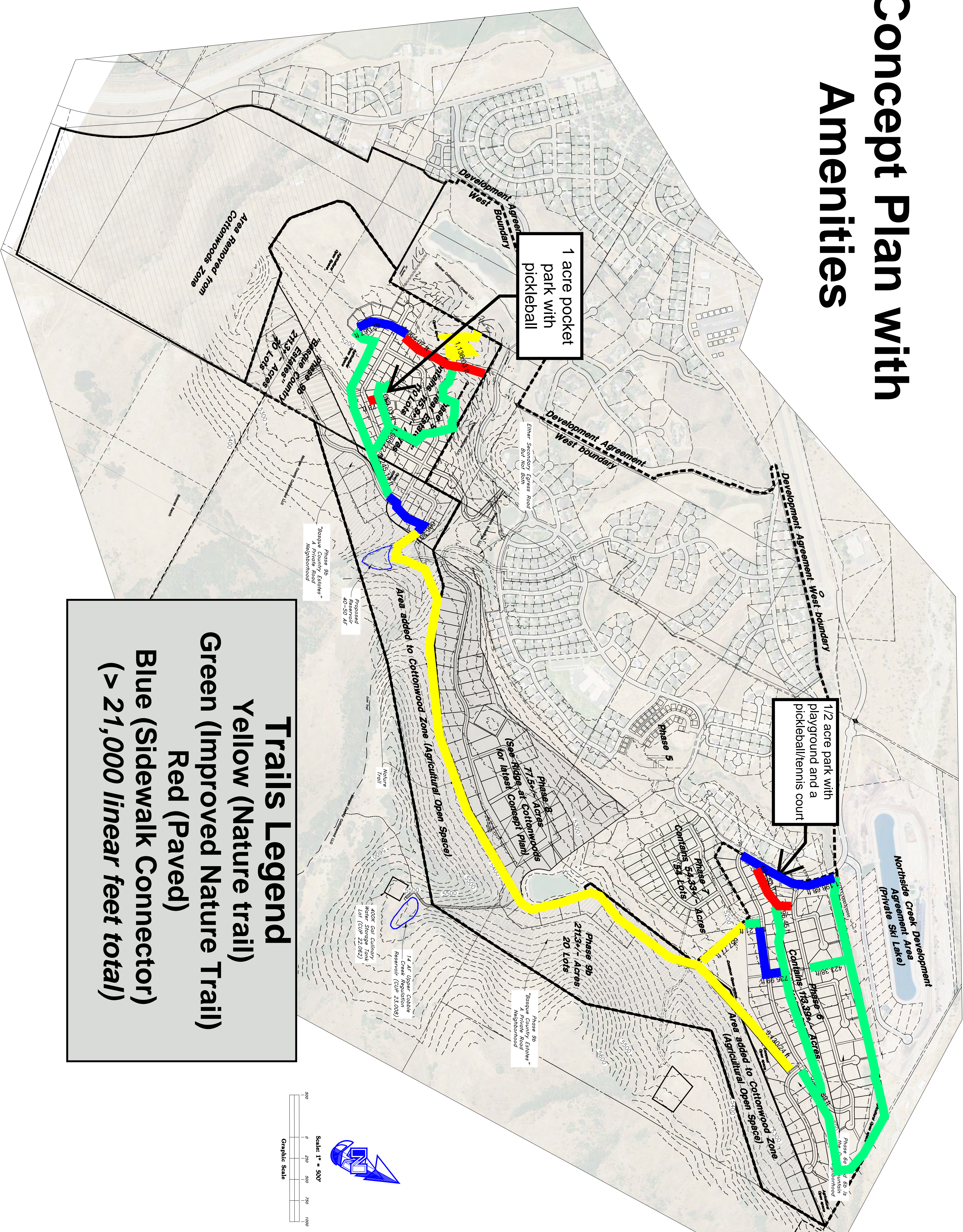
On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, a \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument on behalf of said political subdivision.

My Commission Expires:

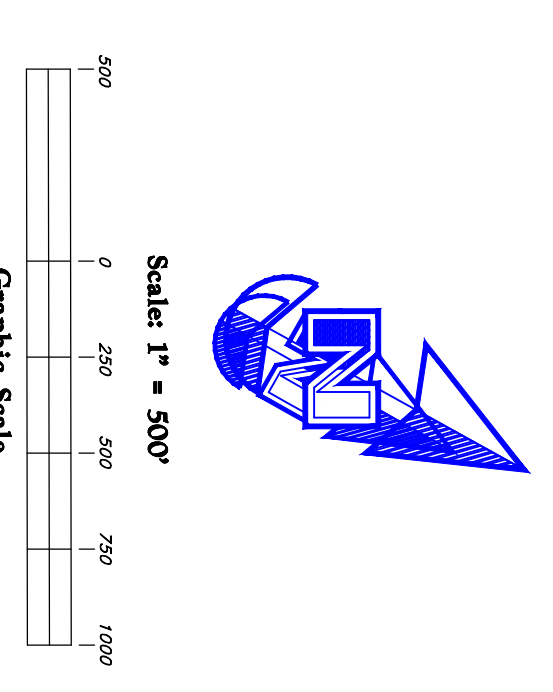
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NOTARY PUBLIC  
Residing at:

# Concept Plan with Amenities



**Trails Legend**  
 Yellow (Nature trail)  
 Green (Improved Nature Trail)  
 Blue (Sidewalk Connector)  
 Red (Paved)  
 (> 21,000 linear feet total)

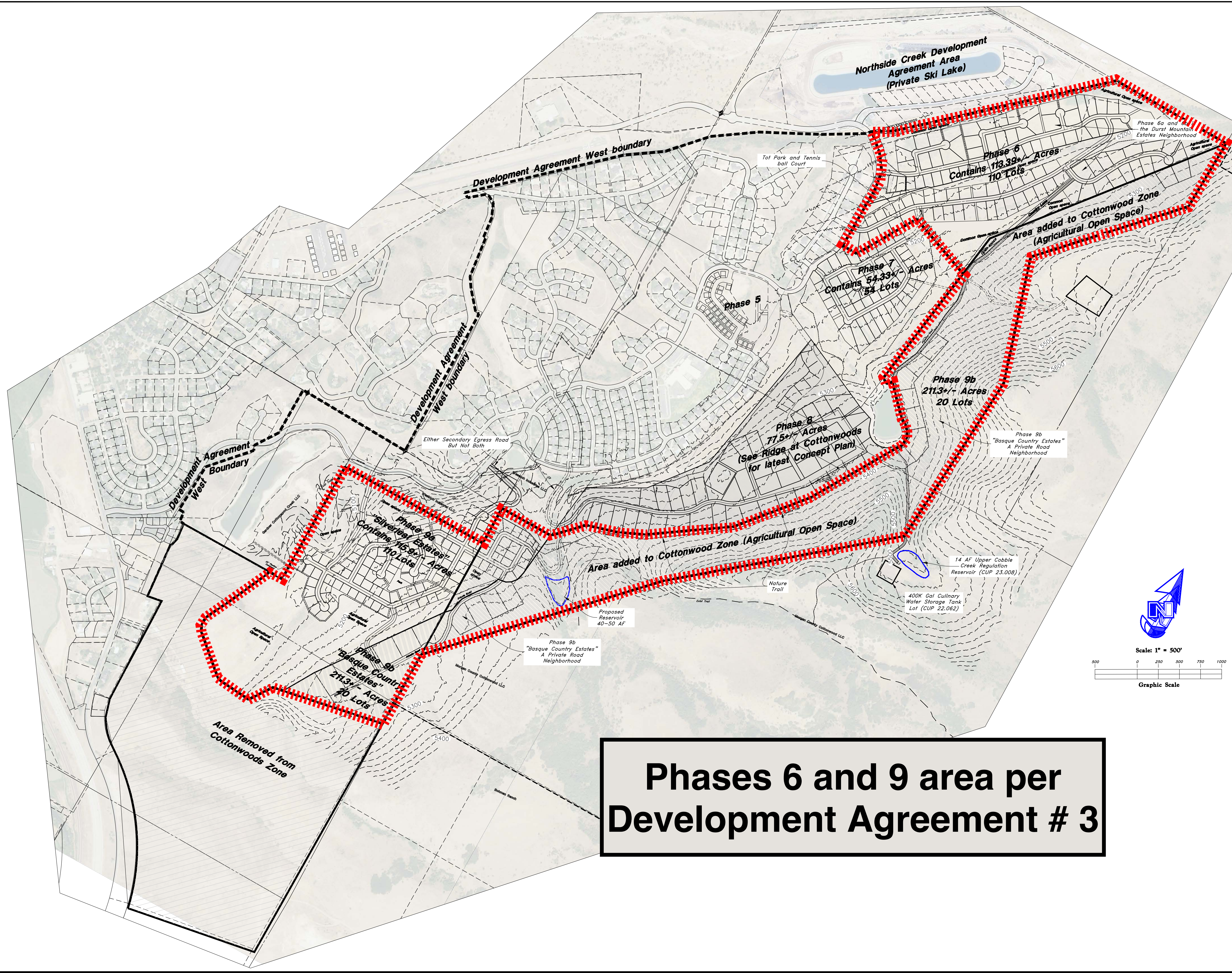


**Concept Plan**  
**The Cottonwoods Development Agreement Amendment**  
 Mountain Green, Morgan County, Utah  
 A part of Sections 20,21,22,28,29,30,& 31, T5N, R2E, SLB&M, U.S. Survey

**G B GREAT BASIN ENGINEERING**  
 5746 SOUTH 1475 EAST OGDEN - SUITE 200, UTAH 84403  
 MAIN (801)394-4515 WWW.GREATBASINENGINEERING.COM

REV	DATE	DESCRIPTION

SHEET NO. **C1**  
 April 2025  
 22N702-40A



**Phases 6 and 9 area per  
Development Agreement # 3**

REV	DATE	DESCRIPTION

**GREAT BASIN ENGINEERING**

5746 SOUTH 1475 EAST OGDEN - SUITE 200, UTAH 84403  
 MAIN (801)394-4515 WWW.GREATBASINENGINEERING.COM

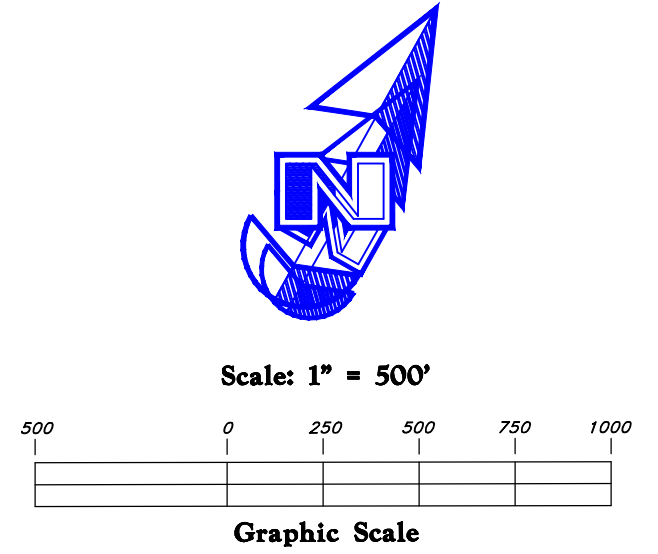
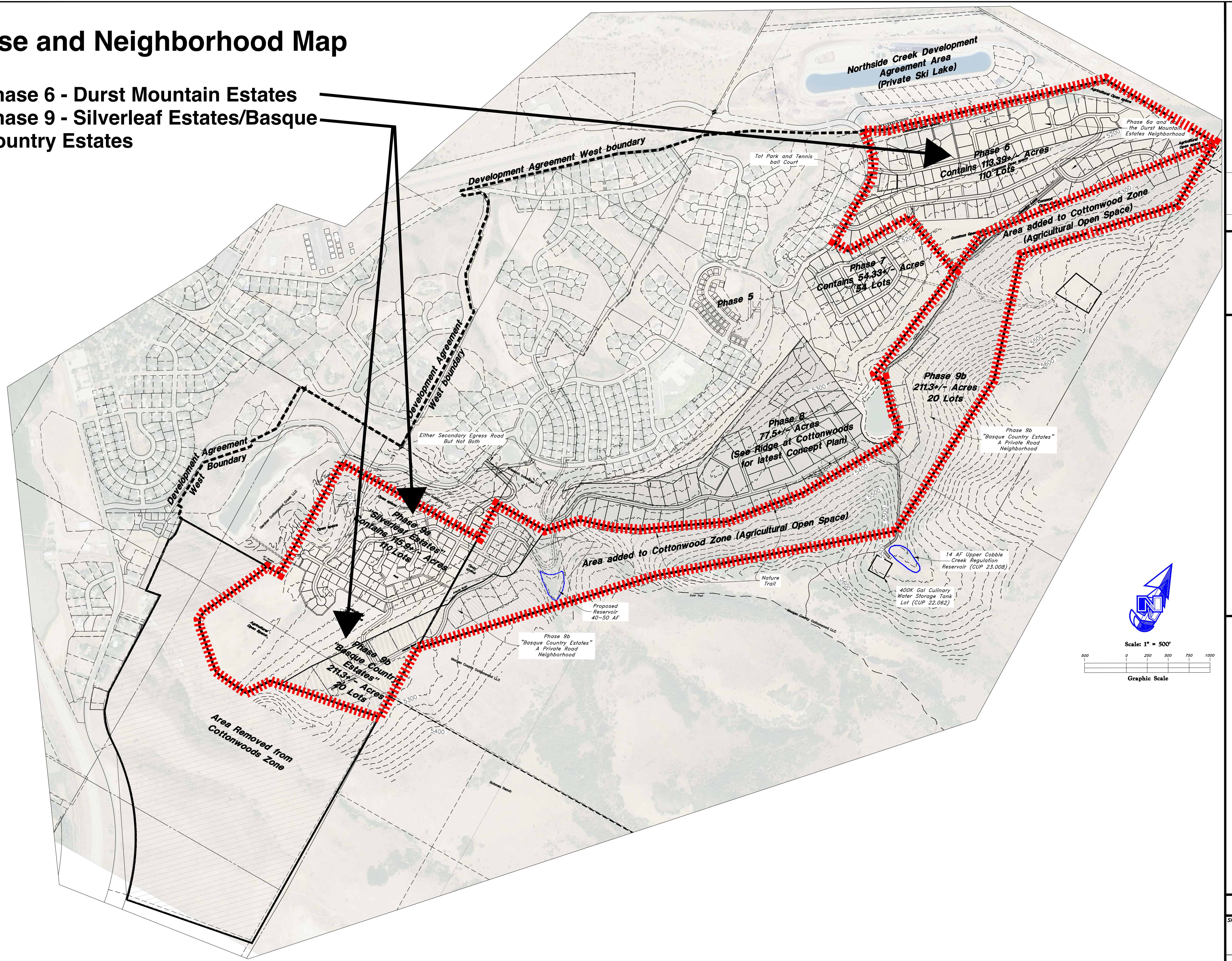
**Concept Plan**  
**The Cottonwoods**  
**Development Agreement Amendment**

Mountain, Creek, Morgan, County, Utah  
 A part of Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, & 31, T5N, R2E, S12&14, U.S. Survey

April 2025  
 SHEET NO.  
**C1**  
 22N702-MDA

# Phase and Neighborhood Map

Phase 6 - Durst Mountain Estates  
 Phase 9 - Silverleaf Estates/Basque  
 Country Estates



NO.	DESCRIPTION	DATE

**GREAT BASIN ENGINEERING**  
 5746 SOUTH 1475 EAST, SUITE 200, UTAH 84403  
 MAIN (801)394-4515 WWW.GRETBASINENGINEERING.COM

**Concept Plan**  
**The Cottonwoods**  
**Development Agreement Amendment**  
 Mountain, Crest, Morgan, County, Utah  
 A part of Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, & 31, T5N, R2E, S12&13E, U.S. Survey

April 2025  
 SHEET NO.  
**C1**  
 22N702-MDA

§ 155.465 COTTONWOODS PUD OVERLAY DISTRICT.

(A) Title. This section shall be known as the Cottonwoods PUD Overlay District.

(B) Purpose. The Cottonwoods PUD Overlay District is an area approximately 1,036 acres in size (exhibit A attached to the ordinance codified herein and on file in the county office), located on the eastern edge of the Mountain Green master plan townsite. With its high level of visibility to residents and visitors alike, architectural integrity and quality design controls are crucial to implementing the county goals and objectives. The Cottonwoods is a master-planned mixed-use project with multiple architecturally compatible buildings. The purpose of the Cottonwoods PUD Overlay District is to allow substantial flexibility in planning and designing a proposal for land use development. This flexibility often occurs in the form of relief from compliance with conventional zoning ordinance site and design requirements. Ideally, this flexibility results in a development that is better planned, contains more amenities and ultimately a development that is more desirable to live in than one produced in accordance with typical zoning and subdivision controls. These provisions are intended to create more attractive and more desirable environments within the county and to encourage the following:

(1) Allow creative use of the land and encourage the preservation of permanent open space and sensitive areas;

(2) Permit and support higher development densities to encourage utilization of clustered neighborhoods;

(3) Allow for the design of developments that are architecturally and environmentally innovative, and that achieve better utilization of the land than is possible through strict application of standard zoning and subdivision controls;

(4) Permit developers to vary architectural styles and land use on a project-by-project basis, rather than on the basis of tunnel zoning and sprawl zoning concepts, in a manner that may provide for a limited additional development right in density or land use;

(5) Permit developers to locate the various features of their developments in harmony with the natural features of the land;

(6) To provide for accessible public open space and recreation space, schools, churches and private facilities; and

(7) To encourage preservation and protection of agricultural usage through the emphasis of the right to farm and by providing buffering between existing agricultural uses and higher density uses.

(C) Permitted uses. The following uses are permitted in accordance with the approved concept plan (attached to the ordinance codified herein and on file in the county office) and approved development agreement:

- (1) Attached and detached single-family residential buildings and accessory structures;
  - (2) Recreational uses and accessory buildings, such as trails, parks, tennis courts, community clubhouse and swimming and other uses permitted as conditional uses. A community clubhouse may include a small restaurant, which shall include a seating capacity for not more than 52 patrons; and
  - (3) Quasi-public buildings, public schools and churches.
- (D) Conditional uses.

(1) Cabins consisting of 12 or less cabins and one main lodge, which may be rented or leased as lodging, upon satisfaction of the following conditions:

(a) Each cabin shall be a single-story structure containing less than 1,600 usable square feet and shall contain parking for at least two vehicles;

(b) The location for each such cabin shall be shown on a site plan approved by the County Commission pursuant to the process set forth above;

(c) The main lodge may include such amenities as is customarily included in cottage type lodging, including a dining facility with a seating capacity for not more than 45 patrons, rental of outdoor recreation equipment and providing for guided tours;

(d) Any limitations on operations and use provided by this chapter, as recommended by the Planning Commission and approved by the County Commission; and

(e) The main lodge shall contain a footprint of not more than 5,000 square feet.

(2) Private Parks. Parks, playgrounds, sports courts, and community clubhouses.

(E) Density. In accordance with the approved concept plan and approved development agreement, 760 dwelling units (1.363 du/acre) can be developed within the Cottonwoods PUD Overlay District. No single lot for a residential unit shall be less than 10,000 square feet. Base density and bonus densities established within the development agreement and concept approval may be used on any portion of the property, regardless of base zoning, provided such use is in accordance with the development agreement and concept plan.

(F) Development standards. The Cottonwoods PUD District will provide design guidelines for the buildings, landscaping, parking, housing and signage located within the district boundaries. The Cottonwoods project is a master-planned, mixed-use development containing approximately 1,036 acres of undeveloped land along the east bench of Mountain Green. The master plan provides for commercial and residential development in designated areas of the district in accordance with the development standards set forth herein.

(1) Commercial buildings. All commercial buildings within the district will be required to obtain a conditional use permit.

(2) Residential development. A detailed site plan will be required for staff review and approval. Cottonwoods PUD Overlay District will be separated into phases and neighborhoods shown approximately on exhibits C and D attached to the ordinance codified herein and on file in the county office. Development of the residential component within the district shall comply with the following development standards:

[attached Excel file]

(3) Street right-of-way width. The right-of-way for public streets will be 55 feet wide.

(4) Cul-de-sacs. Private cul-de-sacs may be longer than the public street standard but shall not be longer than 1,500.

(5) Limitations. The development of the Cottonwoods PUD Overlay District shall be limited by the requirements set forth in this chapter.

(6) Preserved open space. The Cottonwoods PUD Overlay District shall maintain a minimum of 40% preserved open space. Preserved open space is the sum of all land that is perpetually left naturally undeveloped or in agriculture.

(7) Usable open space. The Cottonwoods PUD Overlay District shall maintain a minimum of 10% usable open space. Usable open space is the portion of preserved open space that can be landscaped and is contained on slopes of 15% or less. It is capable of being landscaped with berms, shrubs and lawns for use as park-like areas that complement the development. It must contain no less than 10,000 square feet of contiguous area in each open space parcel, unless 10,000 square feet is more than the required 10%. It is not intended to be remnant pieces of land too small to be used for anything that combined would have met the required amount of land. Usable open space may include space on residential lots which are subject to a public open space easement.

(8) Sensitive areas. The Cottonwoods PUD Overlay District is required to preserve sensitive areas in open space. Sensitive areas include, but are not limited to, ridgeline/viewshed areas, areas of special interest or beauty, wetlands, fault zones, stream corridors, important wildlife areas, unstable soils or any other environmental concern addressed in this section, as detailed within the development agreement and PUD overlay report.

(G) Landscape standards. The Cottonwoods PUD Overlay District and all phases will be landscaped with sensitivity to the natural environment. The landscaping shall be installed in accordance with a landscape plan submitted along with the residential site plan to be reviewed and approved by the staff and in accordance with the development agreement and PUD overlay report.

(H) Parking design.

(1) Commercial development within the Cottonwoods PUD District will require five parking stalls for every 1,000 square feet of retail or restaurant space. Each stall must measure at least nine feet wide by 18 feet long, with ADA accessible stalls provided in accordance with established standards.

(2) Parking lot lighting shall provide adequate illumination and shall be no taller than 30 feet and shall conform to night sky regulations as detailed in the development agreement. Pedestrian corridors shall be identified by a change in color and/or texture of pavement material. Tree diamonds measuring five feet by five feet shall be installed throughout the parking areas.

(I) Signage. The signage is an important component of the Cottonwoods PUD project. Exhibit E attached to the ordinance codified herein and on file in the county office sets forth the sign criteria for the Cottonwoods PUD Overlay District.

(J) Procedures. Approval of the PUD Overlay District text shall constitute conceptual site plan approval for the Cottonwoods PUD District. Subsequent phases shall be approved as applications for subdivision approval, conditional use approvals and any other permits shall be processed in accordance with the county requirements, ordinances and procedures.

(1) Planning Commission preliminary plat approval.

(a) Prior to commencing construction on any phase, the developer shall submit a preliminary plat, the applicable neighborhood declaration, construction drawings and specifications and all required submittals under this chapter and the approved development agreement applicable to such phase to the Planning Commission. Each plat submitted to the Planning Commission shall comply with all technical platting requirements of this chapter and the subdivision ordinances. The developer shall pay fees for each plat as are generally required by the county at the time of the submission of the plat to the Planning Commission. Timing of said submission and review by county staff prior to the Planning Commission shall be in accordance with the adopted Planning Department submittal deadline policy.

(b) The Planning Commission shall review the plat and all required submittals associated with the applicable phase for completeness and conformity with the approved development agreement and this section. To the extent that such plat is complete and consistent with the approved development agreement, this section and all applicable federal, state and local laws, rules, regulations and ordinances, the Planning Commission shall make a recommendation to the County Commission for the approval of such plat. To the extent of a conflict between the provisions of this section and another ordinance, this section shall control. The Planning Commission shall hold all duly noticed public hearings required for the approval of such plat under state code, this chapter and other county ordinances, as applicable. In the event the Planning Commission determines that such plat is incomplete or is inconsistent with this section, the approved development agreement or all applicable federal, state and local laws, rules, regulations and ordinances, the Planning Commission will provide developer with a reasonably detailed description of any such inconsistencies, in which case developer shall revise such plat to remediate any such inconsistencies and resubmit such plat to the Planning Commission for approval pursuant to the process set forth above.

(2) County Commission preliminary approval of plat. Following the recommendation from the Planning Commission that a plat be approved by the County Commission pursuant

to the procedures set forth in division (J)(1) above, such plat shall be submitted to the County Commission for approval. The plat shall be approved; provided, that such plat is complete and complies with this section, the approved development agreement and all applicable federal, state and local laws, rules, regulations and ordinances. The County Commission shall review the plat for completeness and conformity with this section, the approved development agreement, all applicable federal, state and local laws, rules, regulations and ordinances. To the extent that such plat is complete and consistent with this section, the approved development agreement, this chapter and all applicable federal, state and local laws and ordinances, the County Commission shall approve the plat. The County Commission shall hold all duly noticed public hearings required for the approval of such plat under the state code, this section, this chapter and other applicable county ordinances. In the event the County Commission determines that such plat is not consistent with this section or the approved development agreement, the County Commission will provide the developer with a reasonably detailed description of any such inconsistencies, in which case the developer shall revise such plat to remediate any such inconsistencies and resubmit such plat to the County Commission for approval pursuant to the process set forth in this division (J)(2).

(3) Final plat approval. Following the preliminary approval of the plat by the County Commission pursuant to the procedures set forth in division (J)(2) above, the County Commission shall authorize the developer to submit a final plat to the county staff for review. The county staff shall review a paper plat for completeness and conformance to the preliminary approval of the plat (including any conditions for approval). If such plat is complete and conforms to the preliminary approval, the county staff shall authorize the developer to submit a Mylar copy of the final plat for approval. The developer shall be responsible for obtaining all required signatures on the Mylar with the exception of the Planning Commission and County Commission. The signed Mylar shall be placed on the agenda of the Planning Commission for review, approval and signatures. Following receipt of the final plat signatures from the Planning Commission, the county staff shall place the Mylar on the agenda of the County Commission for signature and adoption. The final plat will then be released to the developer for recordation.

(4) Building permits. Following the recordation of the final plat, the developer is authorized to sell lots in accordance with state and local law. The county staff will issue building permits in accordance with this section, the approved development agreement, this chapter and applicable federal, state and local laws, rules, regulations and ordinances. Upon receipt of preliminary approval for a plat, the county staff is authorized to issue building permits to enable the developer to commence construction on the infrastructure in accordance with the preliminary plat, this section, the approved development agreement and all applicable federal, state and local laws, rules, regulations and ordinances. Additionally, in the event that the infrastructure for a particular phase is: Dependent upon the construction of infrastructure improvements on future phases (e.g., retention ponds on future phases or utility lines through future phases); or the infrastructure would necessarily continue onto the real property included in future phases (e.g., a road crossing all phases) and the completion of such infrastructure as a whole rather than in phases is justified by financial constraints and sound engineering principals, the county staff is

authorized to issue building permits for the construction of such improvements on such future phases. Building permits for dwelling units shall only be issued when required infrastructure for the applicable plat has been installed and inspected and approved by the County Engineer, which approval shall be limited to confirming that such infrastructure is completed in accordance with this section, the approved development agreement and all applicable federal, state and local laws, rules, regulations and ordinances. Notwithstanding the foregoing to the contrary, in the event that prevailing weather conditions would require a developer to waive its warranty with respect to installing asphalt on roads in a phase, building permits for dwelling units may be issued without the completion of such roads, subject to the county's receipt of reasonable assurances that such roads shall be completed during the period that such warranty will not be waived. No permit shall be issued unless proof of approval from the architectural committee has been submitted to the county.

(K) Effect of provisions. Approval of this amendment constitutes a zoning change for the Cottonwoods PUD Overlay District.

(L) Statement of intent. The Cottonwoods Overlay District is intended to provide specific regulations or standards pertaining to specific geographic features or land uses, wherever these are located. Whenever there is a conflict between the regulations of a base zoning district and those of an overlay district, the overlay district regulations shall control.

Exhibit "A"

Legal Description

(For informational purposes only, this description is for all the land that was originally in the Cottonwoods PUD Overlay District as established in 2006):

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LESS AND EXCEPTING (for informational purposes only, this description relates to land that was originally part of the Cottonwoods PUD Overlay District but in 2026 was removed from the District):

TOGETHER WITH THE FOLLOWING (for informational purposes only, this description relates to land that was added to the Cottonwoods PUD Overlay District in 2026):

*A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,*

*Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.*

*Containing 193.57 acres, more or less.*



Exhibit "C"

Phasing Plan

The phasing plan for Phases 1-5, 7 and 8 is as follows:

[To be inserted by County]

The phasing plan for Phases 6 and 9 is as follows:

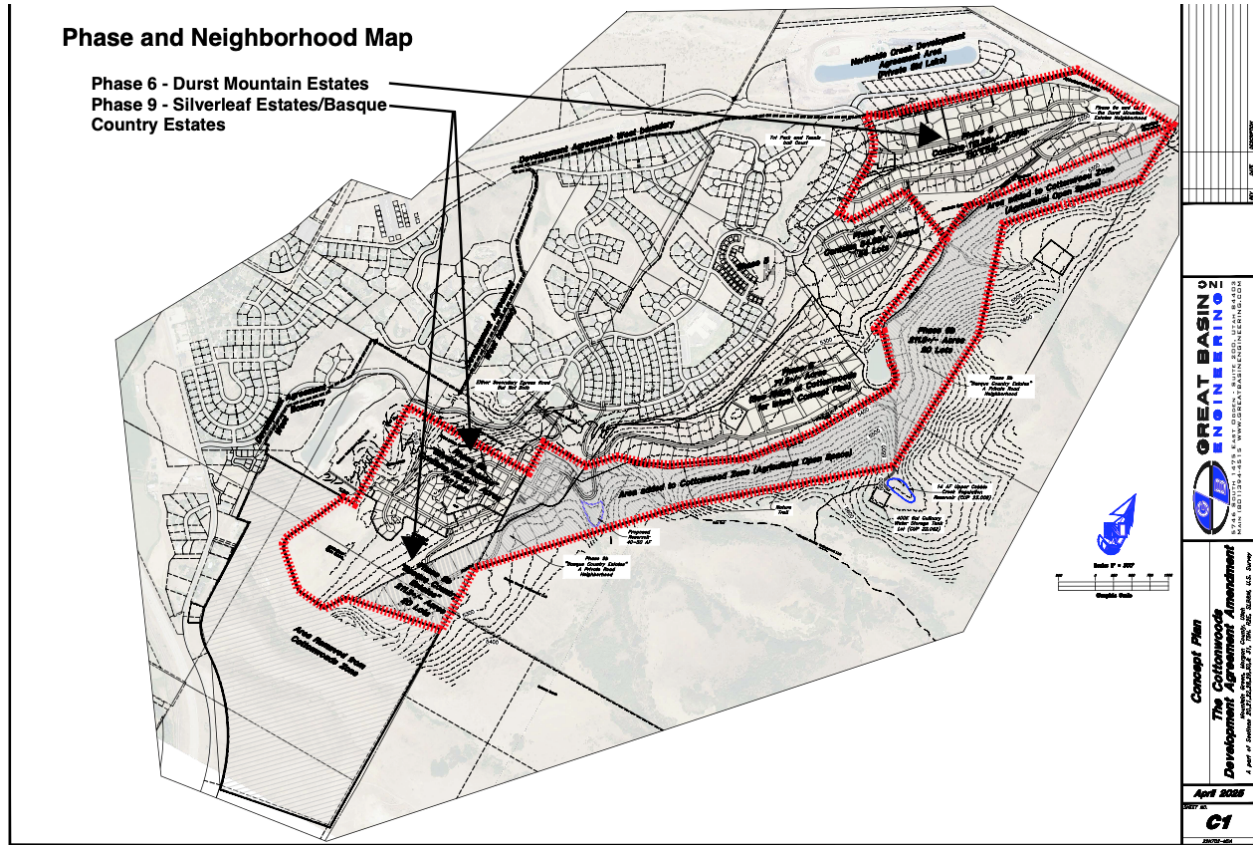


Exhibit "D"  
Neighborhoods

[To be inserted by County]

Exhibit "E"  
Sign Criteria

[To be inserted by County]

## **SUPPLEMENT AND AMENDMENT TO COTTONWOOD OVERLAY REPORT**

WHEREAS, on or about November 15, 2005, Gardner Cottonwood Creek, L.C. (“Original Developer”) caused to be prepared and submitted to the County a PUD Overlay Report (the “Original Report”) relating to the Cottonwoods at Mountain Green master planned community (the “Project”).

WHEREAS, on August 9, 2006, Original Developer and the County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the “Original Development Agreement”), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as previously amended by (i) Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated April 1, 2008 (“First Amendment”), which First Amendment was recorded in the official records of the Morgan County Recorder on June 20, 2008, as Entry No. 112560 in Book 265 at Page 762; and (ii) Second Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 6, 2013 (“Second Amendment”), which Second Amendment was recorded in the official records of the Morgan County Recorder on August 27, 2013, as Entry No. 130225 in Book 308 at Page 645.

WHEREAS, contemporaneous with this Supplement and Amendment to Cottonwood Overlay Report (this “Supplement”), various owners of portions of land within the Project boundaries have submitted a proposes Third Amendment to Development Agreement (the “Third Amendment”);

WHEREAS, the Third Amendment relates only to the development of the “Phase 6 Property” and the “Adjusted Phase 9 Property” as defined in the Third Amendment, and is hereby adopted by the owners of the Phase 6 Property and the Adjusted Phase 9 Property as identified below.

### SUPPLEMENTAL AND AMENDED TERMS

#### 0.1 Owners List for the Phase 6 Property and the Adjusted Phase 9 Property:

01.1 Section 01.1 is modified with respect to the Phase 6 Property and the Adjusted Phase 9 Property with the following list of owners:

Morgan County Cottonwoods LLC  
Contact: Heidi Nettleton  
704 E 600 S  
Kaysville, UT 84037

Mountain Green Investments LLC

Contact: Ted Taylor  
5827 N Sage Crest Rd.  
Morgan, UT 84050

Turkey Flats LLC

Contact: Eric Plyer  
PO Box 3061  
Ogden, UT, 84409

Max and Shauna Wilkinson Family Trust (Max Wilkinson Trustee)

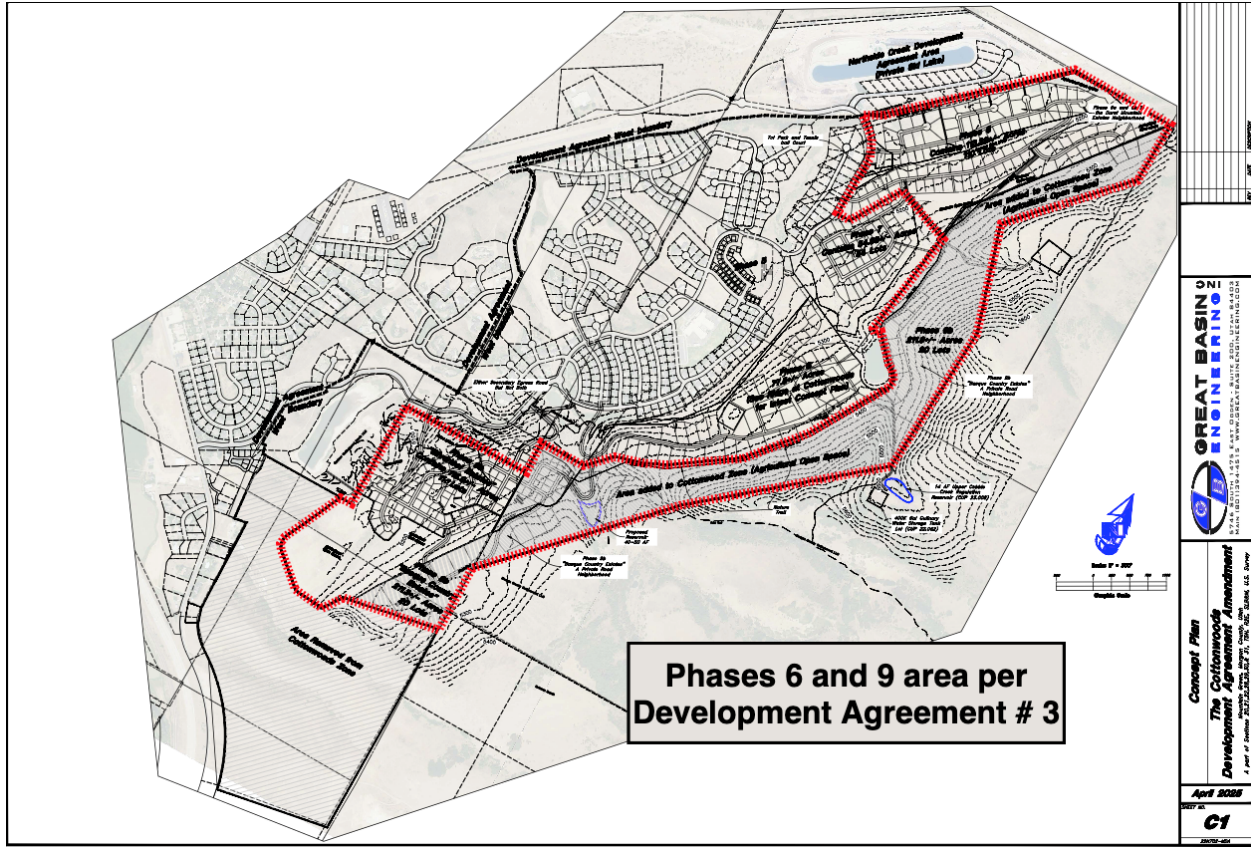
Contact: Max Wilkinson  
2751 W Highway 101  
Wellsville, UT 84339

0.1.2      Developer for Phase 6 Property and the Adjusted Phase 9 Property

Developer information will be provided in connection with the applicable preliminary plat for distinct areas of the Phase 6 Property and the Adjusted Phase 9 Property.

0.2 & 0.3      Local Vicinity and Project Maps

The Phase 6 Property and the Adjusted Phase 9 Property are together depicted as follows:



0.4 Land Use, Phasing, and Neighborhood Maps

04.1, 0.4.2, and 0.4.3

The following is an updated concept plan that portrays the ultimate development of the property into streets, lots, open spaces and parks and generally creates future neighborhood development areas, within the Phase 6 Property and the Adjusted Phase 9 Property:



533.00 FT RAD CUR TO THE L A DIST OF 191.59 FT (CTRL ANG = 20\*35'43", & L.C. BEARS N 36\*38'23" W 190.56 FT); (7) N 46\*56'14" W 172.48 FT TO A PT OF CURV; & (8) NW'LY ALG THE ARC OF A 333.00 FT RAD CUR TO THE L A DIST OF 89.01 FT (CTRL ANG = 15\*18'54", & L.C. BEARS N 54\*35'41" W 88.75 FT) TO THE S LN OF NORTHSIDE CREEK P.U.D.; TH (4) COUR ALG SD S LN AS FOLS: (1) N 59\*15'41" E 260.77 FT; (2) N 47\*08'47" E 1,225.38 FT; (3) N 48\*58'41" E 955.10 FT; & (4) N 47\*35'40" E 520.37 FT TO THE SEC LN; TH S 89\*41'41" E 1101.76 FT; TH S 58\*40'56" W 590.40 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) S 66\*33'58" W 106.83 FT; (2) S 47\*25'31" W 551.04 FT; (3) S 46\*22'15" W 727.21 FT; (4) S 24\*14'33" W 69.49 FT; (5) S 34\*18'01" W 136.23 FT; (6) S 40\*39'25" W 227.03 FT; (7) S 32\*38'31" W 121.74 FT; (8) S 48\*04'14" W 69.61 FT; (9) S 50\*05'47" W 194.88 FT; (10) S 45\*04'00" W 282.73 FT; (11) S 47\*17'54" W 186.50 FT; & (12) S 72\*50'04" W 44.50 FT; TH S 44\*06'07" W 757.95 FT TO THE POB. CONT 52.761 AC / 52.76 AC, M. OR L.

And

Parcel#00-0086-2622

Serial#03-005-108-14-1

Owner: Max & Shauna Wilkinson Family Trust (Max Wilkinson Trustee)

Legal Description: COM AT THE SW COR OF SEC 20, T5N, R2E, SLB&M, AS MARKED WITH A REBAR WITH A PLASTIC CAP STAMPED L.S. 144078 (CTR OF SEC 30 IS 2694.03 FT S 0\*37'47" E, 1337.18 FT N 88\*42'00" W, & 1342.03 FT N 88\*42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00\*12'38" W ALG THE SEC LN; & 2,027.94 FT N 89\*47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; & RUN TH N 44\*06'07" E 757.95 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH TWELVE (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) N 72\*50'04" E 44.50 FT; (2) N 47\*17'54" E 186.50 FT; (3) N 45\*04'00" E 282.73 FT; (4) N 50\*05'47" E 194.88 FT; (5) N 48\*04'14" E 69.61 FT; (6) N 32\*38'31" E 121.74 FT; (7) N 40\*39'25" E 227.03 FT; (8) N 34\*18'01" E 136.23 FT; (9) N 24\*14'33" E 69.49 FT; (10) N 46\*22'15" E 727.21 FT; (11) N 47\*25'31" E 551.04 FT; & (12) N 66\*33'58" E 106.83 FT; TH N 58\*40'56" E 590.40 FT TO THE SEC LN; TH S 89\*41'41" E 397.95 FT ALG THE SEC LN TO THE NE COR OF SD SEC 20 AS MARKED WITH A REBAR & PLASTIC CAP STAMPED L.S. 147581; TH S 38\*43'29" W 3,015.59 FT; TH S 08\*00'06" W 526.99 FT; TH N 69\*32'55" W 848.66 FT; TH S 30\*36'37" W 819.76 FT; TH W 191.00 FT TO THE E R. OF W LN OF SILVER LEAF DRIVE BEING A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 83\*26'58" W; TH SIX (6) COURS ALG SD E R. OF W LN AS FOLS: (1) N'LY ALG THE ARC OF A 433.00 FT RAD CUR TO THE L A DIST OF 48.88 FT (CTRL ANG = 06\*28'04", & L.C. BEARS N 03\*19'00" E 48.85 FT); (2) N 00\*04'59" E 154.45 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 89\*54'48" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89\*59'33", & L.C. BEARS N 45\*04'59" E 21.21 FT); (4) N 00\*04'59" E 55.00 FT TO A PT OF NON-TNGT CURV

OF WH THE RAD PT LIES N 00\*05'12" E; (5) NW'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89\*59'33", & L.C. BEARS N 44\*55'01" W 21.21 FT); & (6) N 00\*04'59" E 267.70 FT TO THE POB. CONT 61.9123 AC / 61.91 AC, M. OR L.

**The Adjusted Phase 9 Property is legally described as:**

Parcel #00-0089-5714

Serial #03-005-120-01-1-1

Owner: Mountain Green Investments LLC

Legal Description: COM AT THE N1/4 COR OF SEC 31, T5N, R2E, SLB&M; TH 550.10 FT N 00\*23'01" E ALG THE 1/4 SEC LN & 661.90 FT S 89\*57'45" E TO THE POB; TH N 89\*57'45" E 169.95 FT; TH N 1,525.00 FT; TH N 89\*41'34" E 1,862.06 FT M. OR L TO THE E LN OF SEC 30, T5N R2E, SLB&M; TH S 00\*25'48" E 2,167.89 FT ALG THE SEC LN TO THE SE COR OF SD SEC 30; TH S 00\*02'27" E 274.86 FT M. OR L ALG THE E SEC LN OF SD SEC 31 TO A FNC LN; TH THIRTEEN (13) COUR ALG SD FNC LN AS FOLS: (1) S 78\*43'42" W 1,374.63 FT; (2) S 33\*28'08" W 313.93 FT; (3) N 85\*54'27" W 418.94 FT; (4) N 49\*47'25" W 635.99 FT; (5) N 15\*59'56" W 56.78 FT; (6) N 08\*36'03" W 64.13 FT; (7) N 15\*52'42" E 50.00 FT; (8) N 22\*04'46" E 58.88 FT; (9) N 28\*40'54" E 148.33 FT; (10) N 34\*26'43" E 112.37 FT; (11) N 45\*21'08" E 89.56 FT; (12) N 23\*38'30" E 103.46 FT; (13) N 17\*36'30" E 416.01 FT TO THE POB. CONT 126.1517 / 126.15 AC, M. OR L. (KNOWN AS PHASE 9 NORTH PARCEL)

And

Parcel # and Serial # - To be provided by Morgan County Recorder at time of recording. Currently part of parcels # 00-0065-7539, 00-0092-3775 and #00-0002-7282.

Owner: Morgan County Cottonwood LLC

Legal Description (provided by Great Basin Engineering):

*A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,*

*Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.*

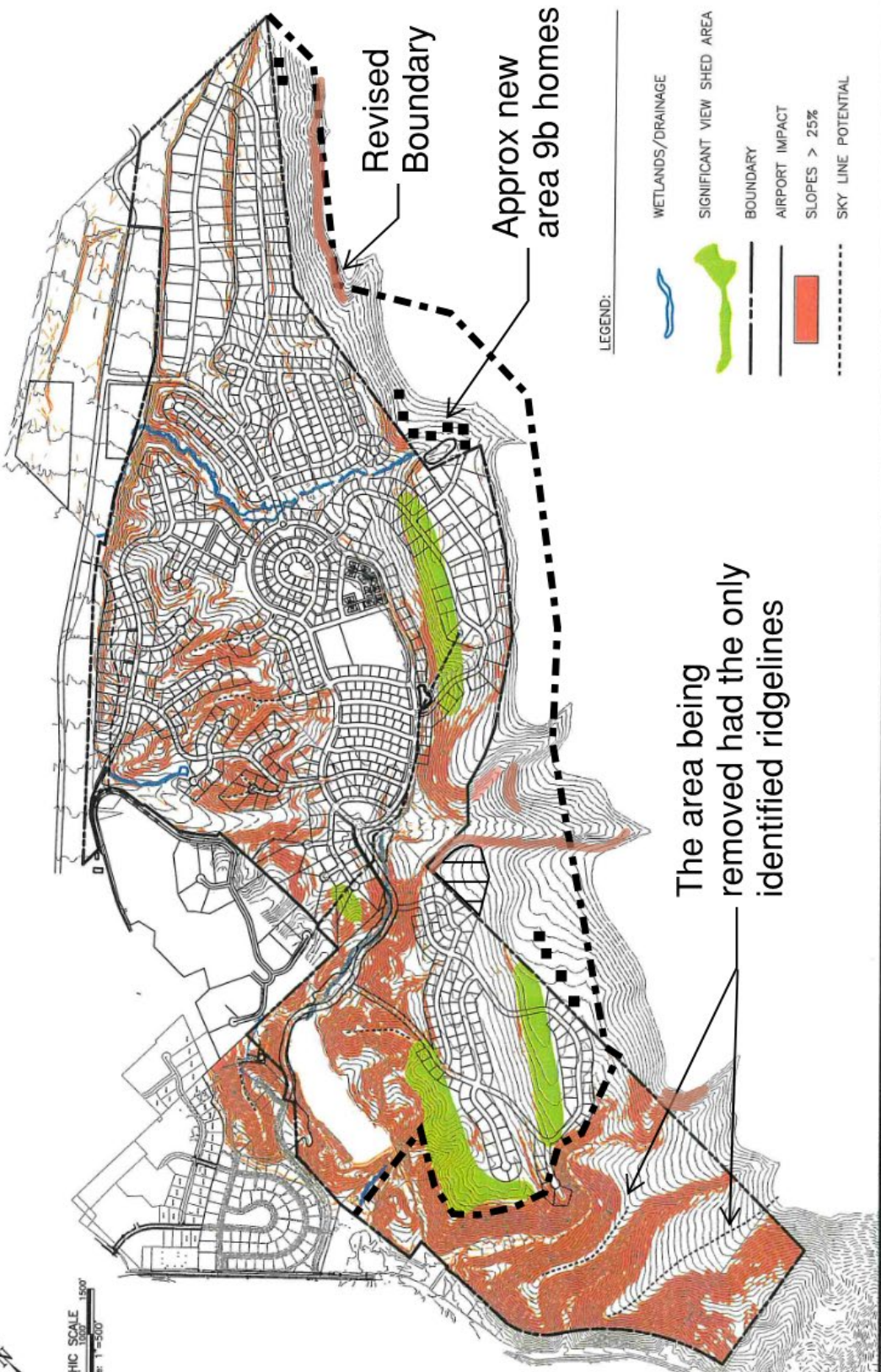
*Containing 193.57 acres, more or less.*

#### 0.6. Site Characteristics Map

The following image shows a revised major site characteristics map, including wetlands, view shed areas, project boundaries, slopes, airport impacts, and skyline potential.



GRAPHIC SCALE  
 0' 250' 500'  
 Scale: 1"=500'



LEGEND:

- WETLANDS/DRAINAGE
- SIGNIFICANT VIEW SHED AREA
- BOUNDARY
- AIRPORT IMPACT
- SLOPES > 25%
- SKY LINE POTENTIAL

Revised Boundary

Approx new area 9b homes

The area being removed had the only identified ridgelines

THE COTTONWOODS AT MOUNTAIN GREEN PHYSICAL CONSTRAINTS		PROJECT NO. 508-150 SHEET NO. 11.01 DATE 11/14/05
FORSGREN ASSOCIATES / INC. 350 W. 900 SOUTH, SUITE 100 SALT LAKE CITY, UT 84115		DRAWN: J.D./S.M./A.L. CHECKED: S.M./S.B./J.L. DATE: 11/14/05
GARDNER DEVELOPMENT MORGAN COUNTY, UTAH		DESIGNED: S.M./S.B./J.L. DATE: 11/14/05
APPROVED: DATE: 11/14/05		PROJECT NUMBER:

## 0.7 Density Calculation

The maximum number of lots allowed in the Phase 6 Property is 110. The maximum number of lots allowed in the Adjusted Phase 9 Property is 130. The following table replaces the previous table that was originally included on page 30 regarding bonus density calculations:

Criteria	Ordinance	Old (2005)		New		Comments
Base dwelling units	Underlying Zone Right	Complies		Complies		The total acres stay the same. ~1036. We are swapping 193 acres under the A20 zone (9 lots) for 193 acre including 23 acres in RR1 and 1 MU160 lot for (24 lots). For sake of argument we will keep the baseline density at 467
40% Preserved open space	Required	Complies		Complies		Amendment #3 area has 60% open space
10% Usable open space	Required	Complies		Complies		We get to count the school and parkway.
Preserves Sensitive areas in Open Space	Required	Complies		Complies		
<b>Variable Bonus Points</b>	<b>Range</b>	<b>% awarded</b>	<b>Lots</b>	<b>% awarded</b>	<b>Lots</b>	
Public Trail Provided (That Exceeds Requirements)	0-15%	10%	47	11%	51	We are doubling the prior trail commitment in Phase 6 and 9. +1%
Extra Usable Open Space for Public Use	0-15%	10%	47	11%	51	We are providing an additional park in Phase 6. +1%
Improving Open Space with public amenities	0-20%	10%	47	11%	51	We are providing (2) pickleball courts where none were previously required. +1%
Private recreation amenities for exclusive use	0-5%	3%	14	0%	0	We are eliminating the exclusive private amenities of the Golf Course and the Equestrian Center - 3%
Positive Fiscal Analysis	Required -10%	5%	23	5%	23	
Providing for affordable housing	0-20%	0%	0	0%	0	
Dedication and/or building of large civic site	0-20%	5%	23	5%	23	
Use of Environmental devices or enhancements	0-10%	8%	37	8%	37	
Design consistent with neighborhood	0-10%	4%	19	4%	19	
Mixture of housing types	0-10%	5%	23	4%	19	By removing the townhomes the mixture of housing is reduced. - 1%
Quality and Quantity of Landscaping	0-10%	9%	42	9%	42	
Superior cluster design	0-10%	6%	28	6%	28	
Superior architectural design	0-10%	4%	19	4%	19	
Superior streetscape design	0-10%	9%	42	9%	42	
Bonus Density Available (limited to 120% of base density)	560	411		406		
Base Density	467	467		467		
<b>Total Dwelling Units Allowed but not to exceed</b>	<b>1027</b>	<b>877.96</b>		<b>873</b>		With the proposed units in Phase 6 and 9 (240) and including 55 units in phase 8 the total will be 869. If Phase 8 only does 30 lots the total will be 844

0.9 Covenants, Conditions & Restriction

The following table indicates the major components of the CC&Rs for the neighborhoods in the Phase 6 Property and the Adjusted Phase 9 Property:

<b>Cottonwood PUD District Building Requirements</b>	<b>Phase 6 Durst Mountain Estates</b>	<b>Phase 9 Silverleaf Estates</b>	<b>Phase 9 Basque Country Estates (private road)</b>
<b>Garage Size</b>	3 Car minimum	2 car minimum	3 Car minimum
<b>Height Restrictions:</b>			
<b>Non-Sensitive</b>	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade
<b>Sensitive upslope</b>	n/a	n/a	n/a
<b>Sensitive Down Slope</b>	n/a	n/a	n/a
<b>Lot Restrictions</b>			
<b>Minimum House Size</b>			
<b>Single Story</b>	2300 square feet	2000 square feet	2500 square feet
<b>2-story: main/upstairs</b>	1800 square feet/700 square feet	2000 square feet/600 square feet	2000 square feet/1000 square feet
<b>Park Strip Width</b>	5 feet	5 feet	None
<b>Setbacks :</b>			
<b>Front</b>	20 feet	15 feet	30 feet
<b>Back</b>	20 feet	20 feet	30 feet
<b>Side</b>	10 feet	10 feet	20 feet
<b>Corner</b>	20 feet	25 feet	30 feet
<b>Garage</b>	35 feet or 5 feet from the front of the house unless side loaded	20 feet or 5 feet from front of house, unless side-loaded	35 feet or 5 feet from front of house unless side-loaded
<b>Sidewalk width</b>	5 feet	5 feet	None

0.9.1 Residential buildings shall require a professionally prepared landscape plan for each lot to ensure that outdoor water provided will be sufficient to maintain an attractive yard.

11. Parks

11.1 The Phase 6 Property shall include a neighborhood Tot park and a Sports Court (either Pickleball or Tennis).

11.2 The Adjusted Phase 9 Property shall include a one-acre pocket park and a Pickleball Court.

12. Trails

12.1 The Equestrian Trails type is eliminated from the Phase 6 Property and the Adjusted Phase 9 Property.

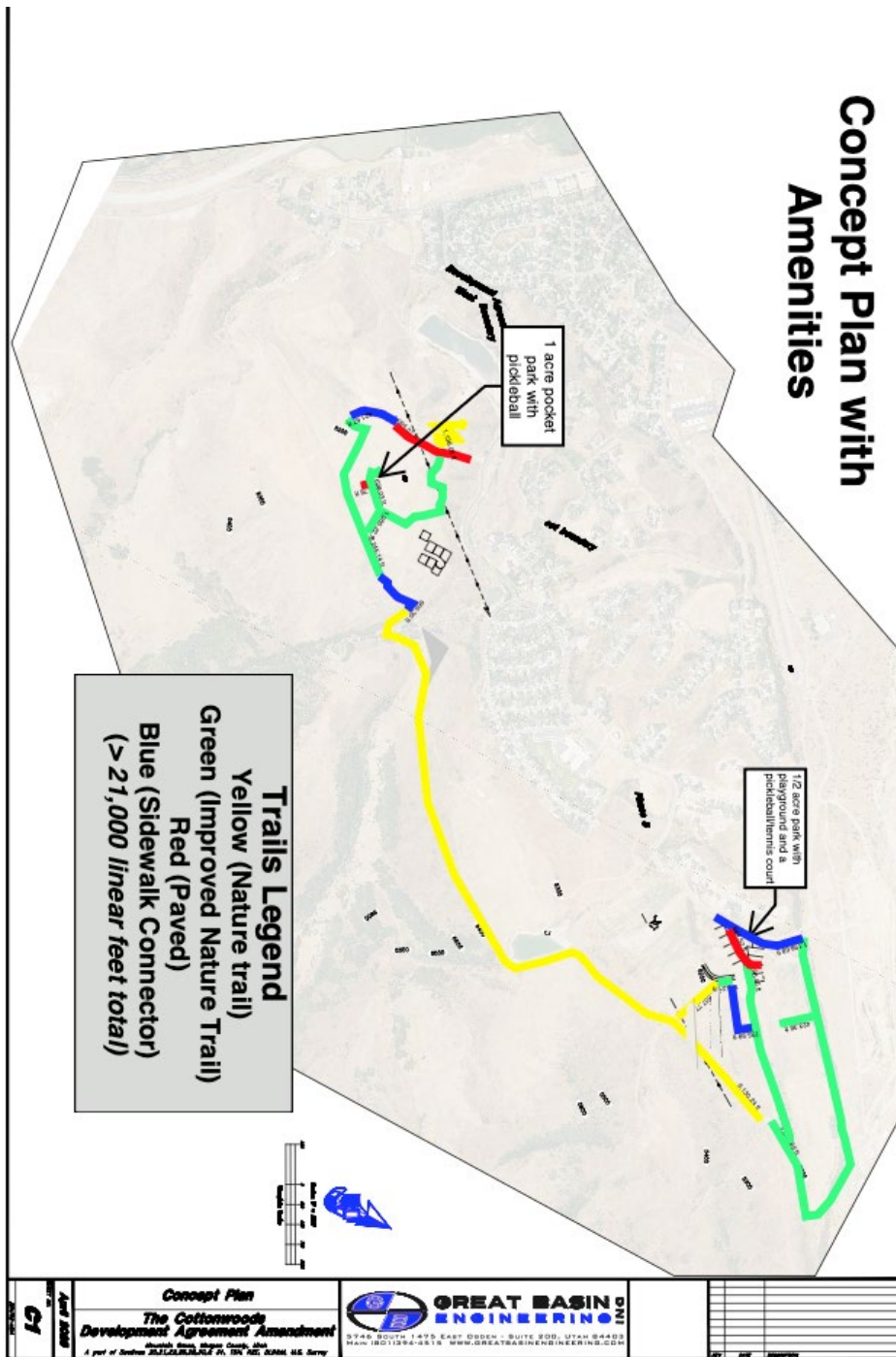
12.2 All Sidewalks shall be a minimum of 5 ft wide within the Phase 6 Property and the Adjusted Phase 9 Property.

12.3 The Phase 6 Property and the Adjusted Phase 9 Property will include an “Improved Nature Trail” as a trail type. An Improved Nature Trail is similar to a Nature Trail but will also include an enhancement like road base or bark to control mud or dust.

13. Additional Amenities

13.1 The equestrian center and optional private golf course amenities are eliminated.

13.2 The Phase 6 Property and the Adjusted Phase 9 Property shall provide at least 21,000 linear feet of trails. This includes a new, continuous trail connecting the Phase 6 Property and the Adjusted Phase 9 Property. These 21,000 linear feet of trails represents an additional 10,200 linear feet over and above the original trail plan of 10,800 linear feet of depicted on Exhibit D Neighborhood Plan from the Original Agreement. The trail concept plan is depicted as follows:



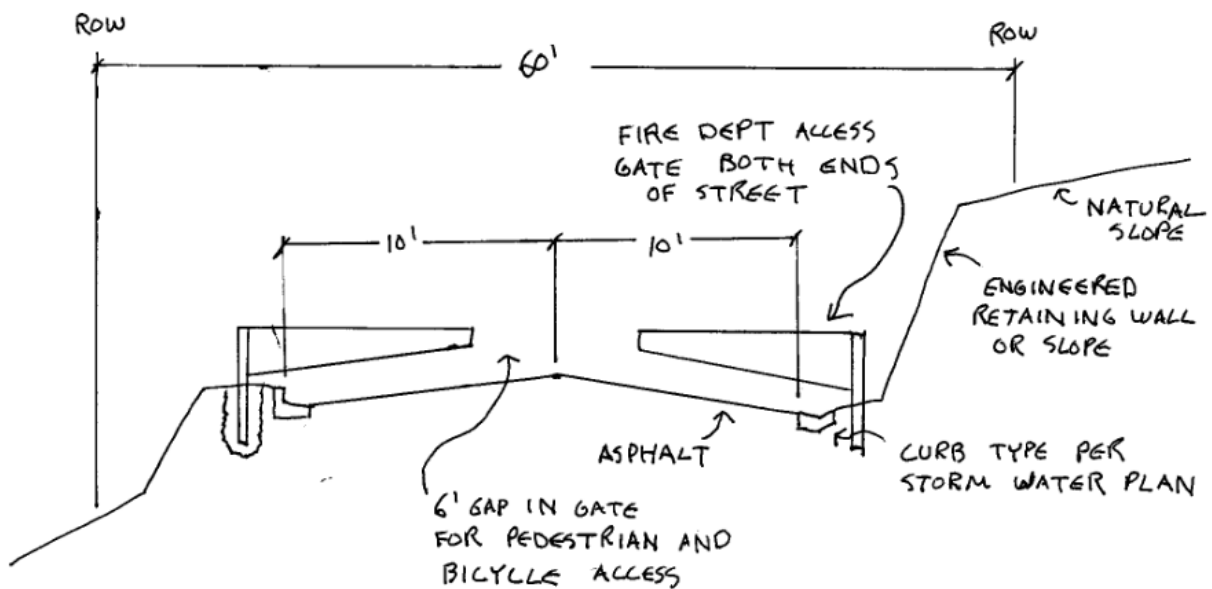
14. Open Space

14.4 The Phase 6 Property and the Adjusted Phase 9 Property include approximately 49 acres of Agricultural Open Space which shall be preserved, and approximately 210 acres of Native Open Space which will also be preserved.

14.5 The Native Opens Space in Phases 6 and Adjusted Phase 9 will remain private and will be available for seasonal sheep grazing without fences, but may be subject to Restrictive Covenant as outlined in the Third Amendment.

15. Public Improvements

0.15.1 If approved by the planning and engineering department, the “Residential Street Without Homes” road section situated on the north access road to and from Phase 9 will be replaced by an emergency fire apparatus access road. The road will be gated at both ends, will allow pedestrian and bicycle access in addition to emergency fire apparatus access, and will be maintained by the Phase 9 homeowners association.



SECONDARY ACCESS/FIRE APPARATUS ROAD PER NFPA  
NO HOME SITE SERVED - NTS

16. Water Information

16.3 Site Owners or the developer shall provide Will-Serve letters from a qualified water provider will be presented in conjunction with submission of a preliminary plat.

17. Sewer Information

All homes will be connected to the Mountain Green Sewer Improvement District per the District's requirements.

[End]

## Development Standards Table - Ordinance CO-06-16

Cottonwood PUD District Building Requirements	Phase 2 Silver Mountain Estates	Phase 2,3,4 Cottonwood Hills	Phase 2,3,5 Cottonwood Meadows	Phase 4 Stoneridge	Phase 5 Meadow Village (townhomes)	<del>Phase 6 Durst Mountain Estates</del>	Phase 6 Durst Mountain Estates	Phase 7 Cottonwood Springview	Phase 5,8 Cottonwood Heights	<del>Phase 9 Silverleaf Estates</del>	Phase 9 Silverleaf Estates	Phase 9 Basque Country Estates (private road)
<b>Garage Size</b>	3 Car minimum	2 car minimum	2 car minimum	blank	2 car minimum	<del>3 Car minimum</del>	3 Car minimum	2 car minimum	3 Car minimum	<del>blank</del>	<b>2 car minimum</b>	<b>3 Car minimum</b>
<b>Height Restrictions:</b>												
<b>Non-Sensitive</b>	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade	<del>35 feet from lowest finished grade</del>	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade	<del>35 feet from lowest finished grade</del>	35 feet from lowest finished grade	35 feet from lowest finished grade
<b>Sensitive upslope</b>	30 feet and 2 stories	n/a	n/a	n/a	30 feet and 2 stories	<del>n/a</del>	n/a	n/a	n/a	<del>n/a</del>	n/a	n/a
<b>Sensitive Down Slope</b>	30 feet and 2 stories	n/a	n/a	n/a	30 feet and 2 stories	<del>n/a</del>	n/a	n/a	n/a	<del>n/a</del>	n/a	n/a
<b>Lot Restrictions</b>			Lots 23-29 of Phase 2 plat limited to single-story									
<b>Minimum House Size</b>												
<b>Single Story</b>	2300 square feet	1800 square feet	1500 square feet	3500 square feet	n/a	<del>2300 square feet</del>	2300 square feet	1800 square feet	2300 square feet	<del>2300 square feet</del>	<b>2000 square feet</b>	<b>2500 square feet</b>
<b>2-story: main/upstairs</b>	2000 Square feet/500 square feet	1400 square feet/600 square feet	1200 square feet/500 square feet	2500 Square Feet/500 Square Feet	n/a	<del>1800 square feet/700 square feet</del>	1800 square feet/700 square feet	1500 square feet/600 square feet	2000 square feet/1000 square feet	<del>2300 square feet/1000 square feet</del>	<b>2000 square feet/600 square feet</b>	2000 square feet/1000 square feet
<b>Park Strip Width</b>	None	8 feet	5 feet	none	5 feet	<del>none</del>	<b>5 feet</b>	8 feet	8 feet	<b>5 feet</b>	5 feet	<b>None</b>
<b>Setbacks :</b>												
<b>Front</b>	15 feet	20 feet	12 feet	17 feet	15 feet	<del>30</del>	<b>25 feet</b>	20 feet	30 feet	<del>30 feet</del>	<b>15 feet</b>	30 feet
<b>Back</b>	20 feet	20 feet	20 feet	20 feet	20 feet	<del>50</del>	<b>30 feet</b>	20 feet	30 feet	<del>30 feet</del>	20 feet	30 feet
<b>Side</b>	10 feet	10 feet	10 feet	10 feet	20 feet	<del>20 feet</del>	<b>15 feet</b>	10 feet	20 feet	<del>20 feet</del>	<b>10 feet</b>	20 feet
<b>Corner</b>	20 feet	20 feet	20 feet	20 feet	25 feet	<del>30</del>	<b>25 feet</b>	20 feet	30 feet	<del>30 feet</del>	<b>25 feet</b>	30 feet
<b>Garage</b>	20 feet or 5 feet from front of house, unless side loaded	25 feet or 5 feet from front of house, unless side-loaded	17 feet or 5 feet from front of house, unless side-loaded	17 feet or 5 feet from the front of the house unless side-loaded	Motor Court	<del>25 feet or 5 feet from the front of the house unless side loaded</del>	35 feet or 5 feet from the front of the house unless side loaded	25 feet or 5 feet from front of house unless side-loaded	35 feet or 5 feet from front of house unless side-loaded	<del>25 feet or 5 feet from front of house unless side-loaded</del>	<b>20 feet or 5 feet from front of house, unless side-loaded</b>	35 feet or 5 feet from front of house unless side-loaded
<b>Sidewalk width</b>	5 feet	4 feet	4 feet	5 feet	4 feet	<del>None</del>	<b>5 feet</b>	4 feet	4 feet	<del>4 feet</del>	<b>5 feet</b>	<b>None</b>

**CHANGES FROM ORIGINAL DEVELOPMENT AGREEMENT ARE IN BOLD.**



**May 5th, 2026**

**4:00 CLOSED 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 Raelene Blocker shall be attending remotely.

**COUNTY COMMISSION**

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

**OTHERS IN ATTENDANCE**

Debbie Sessions  
Tina Kelley  
Jeff Mathews  
Brian Nesteroff  
Bret Smith  
John Bearnson  
Lauren Hiller  
Mike Babcock

**OTHER EMPLOYEES**

IT Director Jeremy Archibald  
Administrative Manager Kate Becker (CAM)  
Deputy Clerk/Auditor Chloe Adams  
County Attorney Garrett Smith (CA)  
Planning Director Josh Cook  
Planner 1 Kent Page  
Fire Chief Brad Wilkes  
Fair Coordinator Hailey Johnson  
Code Enforcement Officer Chris Tremea  
Public Works Director Brett Hiener

**4:00 CLOSED SESSION**

Utah Code Annotated § 52-4-205 (1) (c) strategy sessions to discuss pending or reasonably imminent litigation; AND (d) strategy sessions to discuss the purchase, exchange, or lease of real property [...]

**Closed Session Adjourned at: 4:55 PM**

**5:00 COMMENCEMENT OF MEETING**

**(A) Opening Ceremonies**

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

**(B) Consent Agenda Items**

1. Approval of the Morgan County Commission Minutes from April 21<sup>st</sup>, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Approval of out-of-state travel for training; Recreation Director Lydia Hebdon National Alliance for Youth Sports Conference, Orlando, FL November 17 – 19.
4. Notice of project completion: Morgan Fire Station Cement approach, sidewalks, and stairs.
5. Notice of project completion: Morgan County Airport Berm for beautification and sound barrier.
6. Notice of project completion: ADA door replacement in Library and external light upgrades.
7. Approval of the final Ticket Spice Agreement language for Fair ticket sales.
8. Approval of Indigent Defense Conflict Counsel agreement with Randall Lee Marshall of Marshall Law PLLC.

**Commissioner Nickerson moved to approve consent agenda items 1-4**

**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.

**(C) Commissioner Declarations of Conflict of Interest**  
**No conflicts of interest were declared.**

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

**Tina Kelly (Mountain Green)** spoke on behalf of **Sean York**, who could not attend due to a family obligation. She read his statement into the record regarding the baseball fields at the Bowery. York reminded the commission of an upcoming meeting with the LDS Church about a possible lease opportunity for the fields. He noted he had already spoken with Commissioners Blocker and Nickerson and wanted to ensure the Commission was aware of and discussing the opportunity as needed. Tina also mentioned that Sean had sent photos of the Mountain Green team's uniforms and offered to share them with commissioners.

**Debbie Sessions (Peterson)** spoke on Agenda Item 3. She said the Planning Commission did not fail to make a timely recommendation. She explained that the application had been ongoing for years, that postponements are normal, and that the applicant had agreed to the Commission's timeline. She said the staff report given to the Planning Commission incorrectly stated the plat met code and that the Commission believed the code should be amended to allow the requested flag lot. She disagreed with the packet's interpretation of non-conforming approval rules and noted that significant plat errors remain uncorrected.

**(E) Action Items**

**1. Haley Johnson** – Discussion/Decision – Morgan County Fair Coordinator  
Discussion and decision on section 7 of the 2026 Fair Fun Run Agreement to determine an alternate to profit sharing.

**Garret Smith (County Attorney)** explained that legal review recommended replacing profit-sharing with either a flat-fee or per-participant model. Race organizer **Joe Coles** said last year's fair run lost money, which is typical for a first-year event, and said a flat fee is simplest; he suggested \$500 as reasonable. **Haley Johnson (Fair Director)** clarified that the prior profit-share idea was hers. **Fire Chief Brad Wilkes** said a \$500 flat fee would cover ambulance availability. Commissioners, including **Vaughn Nickerson** and **Blaine Fackrell**, asked about emergency-service needs and impacts on the Junior Livestock Show, and Joe explained the early-morning Como Loop route would not interfere. Commissioner **Mike Newton** said \$500 was fair and supported moving forward.

**Commissioner Mike Newton moved to approve the Morgan County Fair Run agreement using Option A, requiring a \$500 flat event fee.**

**Commissioner Vaughn 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.

**2. Josh Cook** – Discussion/Decision – County Planning & Zoning  
WPR Mountain Villa Plat Amendment No. 2: A request to adjust the "Limited Common Areas" around the previously platted and recorded twelve (12) townhome units.

**Kent Page (Planning and Development)** appeared in place of Josh and explained that the Planning Commission had recommended approval of the item, which was a simple adjustment converting common area to limited common area on the plat. He said the applicant, **Brian Nesteroff**, was present for questions. Commissioners indicated they had no concerns and noted the change did not affect density.

**Commissioner Newton moved to approve WPR Mountain Villa Plat Amendment No. 2**  
**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.

**3. Josh Cook** – Discussion/Decision – County Planning & Zoning (Presented by Chris Tremea)  
Silverstone Subdivision Phase 6 Plat Amendment: A request for approval of an amendment to Silverstone Subdivision No. 1, Amended Plat No. 1, for the creation of a new lot.

**Chris Tremea (Planning and Development)** presented the Silverstone Subdivision Phase 6 plat amendment, explaining that it would help resolve long-standing non-conformities stemming from an improper remainder parcel and unpermitted remodeling by the property owner, **Mike Babcock**. He noted the structure lacks a valid certificate of occupancy and will require code-compliance verification and double permit fees. **Garret Smith (CA)** clarified the constructive-denial process and how non-conforming use rules apply. The Commission discussed whether to pursue a text amendment allowing flag-lot access from cul-de-sacs before moving forward, or to address this application independently. Concerns were raised about potential unintended consequences of a code change, and opinions differed on the best sequence for resolving the issue. **Debbie Sessions** added that significant plat errors remain. The Commission agreed corrections are needed before action and returned the item to the Planning Commission for its May 28 meeting.

**Commissioner Newton moved to return the Silverstone Subdivision Phase 6 plat amendment to the Planning Commission for its May 28 meeting, with direction not to pursue a code change but instead resolve the plat errors as a one-time correction.**

**Commissioner Blaine Fackrell 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.

**4. Kate Becker**– Discussion/Decision – County Planning & Zoning  
Discussion and decision on awarding the RFQ for Engineering and Surveying Services.

**Kate Becker (County Administrator/Manager – CAM)** explained that the county's engineering services contract with Wasatch Civil expired the previous day and that Wasatch Civil was the only firm to submit an RFQ, offering the same rate as before. She said the RFQ had been posted in early April with no responses, then reopened for nine more days, during which only Wasatch Civil submitted. Kate said an extension would be necessary because the current contract had expired, and she requested authority to reopen the RFQ until May 28 and extend the existing contract long enough to complete the process. **Garret Smith (County Attorney)** recommended extending the contract through early July to allow time for review and negotiation. Kate agreed and asked if commissioners had firms they wanted her to contact directly.

**Commissioner Newton moved to extend the existing contract until July 9<sup>th</sup> and repost the RFQ until May 28<sup>th</sup> to be voted on at the June 2<sup>nd</sup> meeting.**

**Commissioner Vaughn 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.

**5. Josh Cook – Discussion/Decision – County Planning & Zoning**

Discussion and decision on awarding the RFP for Building Inspector and Plans Examiner services.

**Kate Becker (County Administrator/Manager – CAM)** clarified that additional RFQs had been received from Sunrise, BCS, and SafeBuilt, and she requested approval for all three so the county would have multiple qualified options for building inspections and plan review. **Chris Tremea (Planning and Development)** explained that keeping all three firms on record complies with state code and gives the county flexibility if workload spikes or review timelines slip. He said the county would use the most competitive provider first, while the others offer backup capacity depending on whether plan review or inspections are needed. Commissioners expressed support once the list of firms was confirmed.

**Commissioner Nickerson moved to approve the award of the RFP to three separate entities: Sunrise, BCS, and SafeBuilt.**

**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.

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

Side Yard Setbacks Code Text Amendment: Request for approval of a text amendment to Morgan County Code (MCC) amending the side-yard setback requirements in Residential and Multiple-Family Residential Districts.

**Kent Page (Planning and Development)** presented a text amendment removing the unused and confusing rule that combined side-yard setbacks must equal or exceed the building's height. He explained that the Planning Commission recommended approval because the requirement has never been enforced and the updated language uses clear, fixed setbacks instead. Commissioners **Blaine Fackrell**, **Vaughn Nickerson**, and **Mike Newton** asked clarifying questions about measurement, zoning differences, and cumulative setbacks, and agreed the amendment simplifies the residential setback rules.

**Commissioner Vaughn Nickerson moved to enter Public Hearing.**

**Commissioner Blaine Fackrell 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.

**Commissioner Newton Motioned 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 Motioned to approve Ordinance SCCO-26-07, adopting automatic updates to the WUI code.**

**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. Chief Wilkes – Discussion/Public Hearing/Decision – County Planning & Zoning**

Wildland Urban Interface Code Text Amendment: A request for approval of a text amendment to the Morgan County Code (MCC) to amend the requirements of the Wildland Urban Interface Code to match amendments to the Utah Code.

**Fire Chief Brad Wilkes** presented a request to update the county's Wildland-Urban Interface (WUI) code so that the county would automatically adopt the most current state code whenever the state makes amendments, rather than requiring new county actions each time legislation changes. He explained that frequent House Bill updates make repeated adoptions inefficient and that automatic adoption keeps the county aligned with state requirements without repeated hearings. Commissioners, including **Vaughn Nickerson**, agreed this approach is simpler and consistent with state-minimum obligations. **Garret Smith (County Attorney)** confirmed the language mirrors what the county previously did with the International Fire Code. The Commission opened and closed the required public hearing with no public comments.

**Commissioner Nickerson Motioned to enter Public Hearing  
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 Motioned to leave Public Hearing  
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 Motioned to Approve CO-26-07  
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.

**8. Hon. Raelene Blocker** – Discussion/Decision – Morgan County Commission

Discussion on requests for the following (note the Commission budgeted \$50,000 from line 19-4400-340 County Mass Transit Tax Projects):

- a) Funding an engineering estimate for a trail along the north side of Old Highway from Trappers Loop to the dirt spot.
- b) Funding to install and repair the sidewalk, curb, and gutter, along Old Hwy on County right-of-way. This needs to be completed before UDOT will install and repair the ADA ramps on either side of Trapper's Loop and install a crosswalk.
- c) Funding for surveying, fence, and engineering of Kent Smith Park. Specifically:
  - i) Surveying the legal description of the rental area.
  - ii) Fencing the established boundary between the lease and the remaining MGSID property.
  - iii) Engineering design for recreation fields (to possibly include a baseball diamond usable for up to 12U), additional parking, and a trail along the leased and current park property.

**Commissioner Raelene Blocker** asked for three items: an engineering estimate for a **three-mile trail** along Old Highway Road to improve pedestrian and bike safety and position the county for state and railroad-related trail grants; action on **ADA access** at Old Highway and Trappers Loop so **UDOT** will install a crosswalk; and help moving forward on **Kent Smith Park** by staking the property, confirming layout needs, and addressing fencing and water-supply issues. **Kate Becker (CAM)** explained that a trail estimate would cost \$30,000–\$40,000, the trail must be 12 feet wide for Utah Trail Network eligibility, and staff has not yet mapped ownership along the route. **Bret Heiner (Road Supervisor)** reviewed jurisdiction boundaries and UDOT's plans, noting UDOT will not fix sidewalks or ADA ramps until after its interchange project moves forward. Commissioners discussed cost, land ownership, maintenance funding, and limits on eminent domain. For Ken Smith Park, Kate said a simple staked boundary and informal layout should satisfy MGSID before moving to lease. The Commission set priorities: completing ADA work first, obtaining the trail estimate, and coordinating with MGSID on the park. Kate's assignments were to request the trail-engineering estimate, use available \$50,000 transit-tax funds for the ADA/crosswalk section, assist with property staking and a basic park layout, and prepare a **RAMP Board** request for fencing, a water share, and a second well.

**There was no vote taken, the item was postponed.**

**2. 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 7<sup>th</sup> meeting.*]

**Kate Becker (CAM)** introduced HVAC replacement bids and noted that the originally scheduled contractor needed to move existing units before construction could begin, meaning selecting a different vendor would delay the project by about a week. She explained that parking stalls near the building would be blocked off during construction. Commissioners reviewed the bids, and **Chair Matt Willson** raised a technical concern about the number of interior heads connected to the condensers, noting the existing system uses nine heads, while the bid listed five. He confirmed that the low-bid vendor's option—including replacing all heads—matched what was needed, since older refrigerant types are no longer compatible.

**Commissioner Newton moved to approve the lowest bid for relocating and upgrading the HVAC condenser units with the head-replacement option included.**

**Commissioner Nickerson seconded.**

May 5, 2026 – County Commission Meeting

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

Discussion and decision on awarding the RFP for Transportation Master Plan. [*Tabled from the April 7<sup>th</sup> meeting.*]

**Kate Becker (CAM)** presented the updated **\$60,000** cost for the Transportation Master Plan, reduced from earlier quotes. **Commissioner Blaine Fackrell** asked whether the county had checked with the **Wasatch Front Regional Council (WFRC)** about using **TLC funding** for the plan, noting that WFRC has funded similar county projects before. Kate said she was unaware TLC was an option but preferred not to spend county funds if outside funding was available. **Commissioner Matt Willson** and **Commissioner Mike Newton** discussed whether the county could approve the plan and still pursue WFRC support, but **Commissioner Mike Newton** and **County Attorney Garret Smith** noted WFRC typically handles the RFP themselves. Because of concern the county would be committing its own funds prematurely, commissioners agreed the best approach was to table the item again and seek TLC funding.

**Commissioner Nickerson** Motioned to table the RFP for the Transportation Master Plan until the next available meeting.

**Commissioner Newton** 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.

**4. Kate Becker** – Discussion/Decision – Morgan County Administrative Manager

Discussion and decision on a budget adjustment and approval to post an RFP for an hourly rate for code text amendment services.

**Kate Becker (CAM)** received consensus approval from the Commission to move forward with issuing an RFQ for third-party assistance to complete multiple code text amendments, explaining that her current \$7,000 budget will not cover the workload expected after the General Plan update. She noted that an additional \$20,000 would allow meaningful progress, though complex items like commercial design standards will cost more. She also presented two additional updates: she is coordinating with Wasatch Integrated Waste and the new Mountain Green welding teacher to create a bear-shaped metal recycling sculpture for placement at Taggart's, with Wasatch Integrated covering material costs; the sculpture can be opened and emptied and is intended to promote river-related litter awareness and recycling. Kate further announced that the county's tire-recycling program resumes June 1 and that a county e-waste collection event is being planned for old electronics and cords.

**No formal vote was needed; the Commission approved her proceeding on all items.**

**(F) Commissioner Comments:**

**Commissioner Wilson** wants the commission to reconsider how the county is developing, especially regarding affordable housing. High-density projects may be increasing inflation and home prices rather than helping. Other counties are seeing patio homes in the \$500–\$550k range, which is far more attainable than the \$800k

May 5, 2026 – County Commission Meeting

townhomes proposed locally. He suggested discussing this in a work session. He also noted that Janet has drafted an affordable housing ordinance.

**Commissioner Newton** provided recycling and waste-management updates, including that Robinson Waste has been purchased by Republic Services. He shared examples from other counties using deed restrictions and 3% annual appreciation caps to maintain affordability. Newton noted that high-density housing is not resulting in affordability and recommended reducing townhome development. He emphasized the need for single-level homes suitable for aging residents and expressed concerns about over-development in unincorporated areas, limited water/sewer infrastructure, and rising property values harming young families and agriculture

**Commissioner Blocker** attended a productive UAC conference and forwarded an MOU from the Northern Utah Economic Alliance. It will be on the consent agenda for the next meeting.

**Commissioner Nickerson** reported that measles cases continue to decline, with only two confirmed cases currently in the county. He reminded the public of the upcoming General Plan meeting on Wednesday. He also noted that the airport’s AWOS system and cameras are fully operational, and the recently completed berm is performing well and receiving positive feedback from pilots.

**Commissioner Fackrell** reported on federal outdoor mitigation and search-and-rescue grants available under HB 456. Public lands work continues and additional support is needed. The American Lands Council is encouraging counties to contact senators about federal-to-state land transfers. He shared updates from a Kanab trip focusing on astrotourism and agritourism, including new liability signage requirements for farms hosting visitors. Astrotourism could bring economic benefits at no cost, especially at East Canyon, and the county will need strong storytellers to support future programs.

**Public Meeting Adjourned at 7:45**

**Commissioner Fackrell moved to Adjourn.**

**Commissioner Newton 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](mailto: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](mailto: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.

## MEMORANDUM OF UNDERSTANDING

### NORTHERN UTAH ECONOMIC ALLIANCE (NUEA)

AND

### MORGAN COUNTY, UTAH

This Memorandum of Understanding (“MOU”) is made and entered into as of **[Effective Date]**, by and between **Morgan County, Utah** (“MORGAN”), a political subdivision of the State of Utah, and the **Northern Utah Economic Alliance** (“NUEA”), a non-profit corporation.

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### RECITALS

WHEREAS, NUEA, founded in 2019 and funded by Davis County, Weber County and the state of Utah, is an established regional economic development organization focused on increased capital investment and quality job growth in northern Utah. Key efforts include: corporate recruitment management, site selector relationship coordination, and assisting existing businesses. NUEA houses extensive data to support these efforts including commercial real estate options, labor data, infrastructure data, community profiles, vendor contacts, etc.

WHEREAS, NUEA works collaboratively with local governments, business leaders, and stakeholders to enhance regional economic outcomes, including job creation, capital investment, and business expansion; and

WHEREAS, MORGAN desires to participate in regional economic development efforts and collaborate with NUEA and its partners to strengthen economic opportunity within Morgan County and the broader Northern Utah region;

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

---

### SECTION I

#### SCOPE OF COLLABORATION

NUEA and MORGAN agree to collaborate in regional economic development efforts, including but not limited to:

- **Strategic Marketing & Promotion**  
Participation in regional branding, marketing initiatives, and outreach to site selectors and prospective businesses.
- **Site Selector Engagement, Corporate Outreach & RFI Participation**  
Inclusion in regional engagement with site selection consultants, including conferences, outreach, and project opportunities. Ongoing outreach to national and international site selectors and corporate decision-makers, including sharing relevant updates, opportunities, and regional positioning materials.  
MORGAN shall be included in all Requests for Information (“RFI”) opportunities where relevant and appropriate.
- **Real Estate Asset Development**  
NUEA will work with MORGAN to develop and maintain a real estate asset inventory identifying properties and sites within Morgan County that are suitable and marketable for business recruitment and RFI responses.
- **Industry & Business Development**  
Support of targeted industry growth, business recruitment, and expansion opportunities within Morgan County.
- **Research & Data Sharing**  
Collaboration on economic research, workforce data, and real estate opportunities relevant to Morgan County.
- **Regional Coordination**  
Participation in meetings, initiatives, and coordination with regional partners including counties, cities, chambers, and other stakeholders.
- **Infrastructure Data**  
Collaboration on identifying, compiling, and maintaining relevant infrastructure data, including utilities, transportation access, and other key assets that support business recruitment and site readiness.
- **Existing Business Assistance**  
Support for existing businesses within Morgan County through coordination, resource alignment, and assistance with expansion, retention, and workforce-related needs.
- **Workforce & Labor Promotion**  
Support in promoting Morgan County’s workforce, labor data, and talent pipeline to prospective businesses and site selectors.

- **Resource Coordination**  
Act as a liaison connecting Morgan County and prospective or existing businesses with relevant public and private resources, including incentives, workforce programs, and development partners.
  - **Economic Impact Tracking**  
Track and communicate key economic development outcomes, including job creation, capital investment, and project activity involving Morgan County where applicable.
  - **County Master Plan Coordination**  
If Morgan County or its municipalities are undergoing or reviewing current master plans, NUEA will be available to provide input, planning data, and economic development insights to support alignment with regional strategies.
- 

### SECTION III

#### ADVISORY BOARD REPRESENTATION

NUEA shall grant MORGAN one (1) seat on the NUEA Advisory Board. See attached current NUEA Board.

MORGAN has designated **Commissioner Raelene Blocker** to serve as its representative.

The NUEA Advisory Board:

- Serves in an advisory capacity
- Meets on a **quarterly basis** (April, July, October, January)
- Provides input on regional economic development strategies and priorities

Morgan County's representative will:

- Participate in Advisory Board meetings and discussions
  - Provide input on regional priorities and initiatives
  - Serve as a liaison between MORGAN and NUEA
-

## **SECTION IV**

### **TERM**

This MOU shall commence upon execution and remain in effect through **December 31, 2026** unless otherwise terminated or amended by mutual agreement. Extensions to this MOU can be made annually by both parties.

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## **SECTION V**

### **TERMINATION**

Either Party may terminate this MOU without cause upon **thirty (30) days'** written notice to the other Party.

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## **SECTION VI**

### **FINANCIAL TERMS**

This MOU does not create any financial obligation for MORGAN.

Each Party shall be responsible for its own costs associated with participation in activities under this MOU unless otherwise agreed in writing.

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## **SECTION VII**

### **INDEPENDENT ENTITY**

The Parties acknowledge that NUEA operates as an independent entity and is not an agent, employee, or representative of MORGAN. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship.

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## **SECTION VIII**

### **ADMINISTRATION**

The Parties agree to maintain regular communication and coordination regarding activities under this MOU. MORGAN may participate in meetings, presentations, and regional coordination efforts as mutually agreed.

**SIGNATURES**

**NORTHERN UTAH ECONOMIC ALLIANCE**

By: \_\_\_\_\_

Name: Chris Roybal

Title: **President**

Date:



**MORGAN COUNTY, UTAH**

By: \_\_\_\_\_

Name: **[Name]**

Title: **[Title]**

Date: **[Date]**

## **FY 2026 NUEA Advisory Board**

Commissioner Bob Stevenson  
Davis County  
*Co-Chair*

Commissioner Gage Froerer  
Weber County  
*Co-Chair*

Chris Roybal  
Northern Utah Economic Alliance  
*President*

Board Members  
Jefferson Moss  
Utah Governor's Office of  
Economic Opportunity (GOEO)

Cameron Cook  
Boyer Company

Colby Cooley  
Freeport Center

Colonel Daniel Cornelius  
Hill Air Force Base

Ryan Starks  
Economic Development  
Corporation of Utah (EDCUtah)

Cari Fullerton  
Bank of Utah

Ki Ho Kang  
KIHOMAC

Rhett Long  
C4F Utah

Mayor Ben Nadolski  
Ogden City

Slade Opheikens  
R&O Construction

Mayor Joy Petro  
Layton City

Tyler Low  
Cache Valley Bank

Aaron Starks  
47G

Taylor Woodbury  
Woodbury Corporation

Kerry Wahlen  
Goldenwest Credit Union

Senator Stuart Adams  
Utah State Senate

Senator David Buxton  
Utah State Senate

Senator Ann Millner  
Utah State Senate

President Darin Brush  
Davis Technical College

President Brad Mortensen  
Weber State University

President Jim Taggart  
Ogden-Weber Technical College



## Dominion Payroll Services, LLC Service Agreement

This Service Agreement (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Dominion Payroll Services, LLC (“DP”), and Morgan County, a Political Subdivision of the State of Utah, (“Customer”).

**WHEREAS** DP is engaged in the business of providing human capital management services to customers, including, but not limited to the following: Payroll, Human Resources, Benefits Administration, ACA Reporting, Talent Management and Time & Attendance.

**WHEREAS** DP desires to provide to Customer and Customer desires to obtain from DP the services described herein and in the Price Quote.

**NOW THEREFORE**, in consideration of the premises and the mutual promises contained herein, Customer and DP agree as follows:

### A SCOPE OF AGREEMENT; RELATIONSHIP OF PARTIES

This Agreement sets forth certain rights and obligations of Customer and DP, and the terms of this Agreement shall apply to any assignee or successor of Customer and/or DP. The parties intend that this Agreement will establish an independent contractor relationship between the parties. DP is not an agent or employee of Customer (for purposes of establishing Principal-Agent relationships), and the employees of Customer are not entitled to any of the benefits of employment granted by DP to its own employees. DP is not the Plan Administrator or a Plan Fiduciary of the Benefit Plans. It is understood that DP is free to perform similar services for other customers while this Agreement is effective. Customer shall remain responsible for compliance with applicable laws and regulations with respect to its business operations and the accuracy of information provided to DP. Customer shall not rely solely on the use of the services for compliance. DP shall be responsible for compliance with applicable law and regulations as it relates to the services performed by DP under this Agreement.

### B SERVICES. CUSTOMER AUTHORIZATION

Customer hereby engages DP and DP accepts the engagement by Customer to provide Payroll Services, Human Resources, Benefits Administration, ACA Reporting, Talent Management and Time & Attendance services to Customer on the terms set forth in this Agreement. For DP’s services under this Agreement, Customer shall pay DP the fees set forth in the Price Quote. The above services are offered by Dominion Payroll under a license agreement for use of the iSolved Human Capital Management (HCM) system.

Customer grants to DP authority to initiate a recurring Automated Clearing House (“ACH”)/electronic debit to the account provided to DP for the funding amount of each payroll in accordance with the rules of the National Automated Clearing House Association (“NACHA”) and all other applicable state and federal laws, rules, and regulations, incorporated herein by this reference. This ACH/ electronic debit is for various purposes that include but are not limited to direct deposit distribution of the Customer’s employee payroll funds, flexible benefits plans, taxes, child support, or any other reason that Customer authorizes to transfer funds electronically through the ACH system. Customer acknowledges that the bank account provided to DP is a commercial account and not a consumer account (as defined in the ACH rules). This authorization will remain in full force and effect until Customer notifies DP in writing that Customer revokes this authorization. At any time, Customer may change the bank account on file prior to processing a payroll. Once an ACH debit has been initiated, however, there cannot be any changes or corrections.

Customer grants to DP authority to obtain and evaluate existence history of the Customer, credit history and related information as to the Customer and the owners of the Customer (please provide owners’ information on separate form included in the sales packet). Such related information includes but is not limited to an Office of Foreign Assets Control (“OFAC”) check.

### C PAYMENT TERMS

The price and payment terms for Payroll Services are provided according to the Price Quote. DP may modify pricing or applicable terms upon at least ninety (90) days’ prior written notice to Customer. In the event of any such change, Customer may terminate this Agreement without penalty upon written notice to DP at any time within ninety (90) days following receipt of such notice, and such termination shall be effective upon a reasonable transition period not to exceed ninety (90) days, notwithstanding any contrary termination provision in this Agreement. All payments are due and payable by automatic payment from Customer’s checking account.





#### **D TERM**

The term of this Agreement shall begin on \_\_\_\_\_ and continue until terminated by either party upon ninety (90) days written notice to the other party. If DP does not receive written notification of service termination 90 days in advance, DP retains the right to charge processing fees equivalent to 90 days of service.

Notwithstanding the foregoing, Customer may terminate this Agreement without penalty (i) as provided in connection with any price increase or term change under this Agreement, (ii) for material breach by DP upon thirty (30) days written notice of such breach, and only if such breach is not cured within the thirty (30) days, or (iii) if funds are not appropriated or otherwise made available to support continuation of the services.

Upon termination, DP shall reasonably cooperate with Customer to transition services, including providing access to and export of Customer data in a commercially reasonable format, subject to then applicable rates for such services as applicable.

#### **E CUSTOMER OBLIGATIONS**

- 1 Customer shall cooperate with DP in connection with the performance of the Payroll Services, Human Resources, Benefits, ACA Reporting, Talent Management and Time & Attendance.
- 2 Customer shall execute and deliver to DP all forms necessary to process Customer's payroll.
- 3 Customer shall maintain a sufficient balance in the payroll source account to allow DP to make all payments required under the terms of this Agreement, including without limitation, ACH direct deposit payments and federal and state tax payments, as applicable. By signing this service agreement, the Customer shall remain responsible for all obligations to DP including without limitation the obligation to pay to DP all payroll funds, related taxes, service fees and reimbursement for payroll funds. If Customer fails to maintain a sufficient balance in the payroll source account to cover all required payments then, in addition to all other remedies available to DP, Customer shall pay DP an insufficient funds fee in an amount equal to \$150 for the first occurrence and \$200 for each occurrence thereafter. A \$50 per day fee will be applied to any balance not remitted immediately upon notification of insufficient funds. DP may terminate this Agreement if Customer fails to maintain sufficient funds in the payroll source account to allow DP to make all required payments, provided Customer is given a reasonable opportunity to cure.
- 4 Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all information provided to DP for payroll processing and tax reporting. DP shall be entitled to rely on such information but shall perform its services in a commercially reasonable manner consistent with industry standards.
- 5 Customer must promptly report to DP any changes in amounts paid to employees or cancellations of payroll checks. Customer must pay DP a reasonable fee, disclosed to Customer in advance, based on the amount of work involved, for any changes by Customer that requires re-filing or amending tax returns by DP.

#### **F MAINTENANCE, CORRECTIONS, CHANGES**

DP shall make normal maintenance and program corrections on a routine basis at no additional charge. DP may, in its sole and absolute discretion, make changes or additions to DP's payroll to improve services, provided that such changes do not materially reduce the functionality of the services provided to Customer.

DP shall provide reasonable prior notice of any material changes that may affect Customer's use of the services. Any process changes that would result in additional implementation charges or increased monthly operating charges shall be subject to Customer's prior approval or treated as a modification of pricing in accordance with the pricing provisions of this Agreement.

#### **G LIMITATION OF LIABILITY**

DP shall perform the services in a commercially reasonable manner consistent with industry standards and shall be liable for damages resulting from its negligent acts or omissions in the performance of such services. DP shall not be responsible for errors resulting from inaccurate or incomplete information provided by Customer, provided that DP performs its services in accordance with this Agreement.

DP shall be fully liable for the acts and omissions of its employees, agents, and subcontractors and shall indemnify, defend, and hold harmless Customer, its officers, employees, and agents from and against any and all claims, losses, suits, actions, damages, and costs of every kind and description, including reasonable attorneys' fees, arising out of or related to DP's performance of this Agreement, to the extent caused by any negligent act, error, omission, or intentional misconduct of DP or its employees, agents, or subcontractors.

DP shall not be required to indemnify Customer for that portion of any claim, loss, or damage arising from the negligent or wrongful acts or omissions of Customer.



Customer shall be responsible for its own acts and omissions and those of its officers, employees, and agents, subject to and consistent with the Utah Governmental Immunity Act, Utah Code §63G-7-101 et seq., and nothing in this Agreement shall be construed as a waiver of any rights, defenses, or limitations of liability available to Customer under applicable law.

Any limitations of liability set forth in this Agreement shall not apply to claims for bodily injury, death, or damage to tangible property. DP's obligations under this section shall not be limited by the existence or availability of insurance coverage.

This section shall survive termination of this Agreement.

DP shall be liable for direct damages incurred by Customer arising from DP's breach of this Agreement. Except for claims arising from DP's gross negligence, willful misconduct, indemnification obligations, or breach of confidentiality, neither party shall be liable for consequential, incidental, special, or punitive damages. DP shall not be liable for any failure to issue payments where Customer has not provided sufficient funds to cover payroll and related obligations. DP shall not be liable for the acts or omissions of financial institutions involved in processing transactions, provided that DP has complied with applicable NACHA rules and this Agreement. Without limiting the generality of the foregoing provisions, DP shall be excused from failing to act or any delay in acting if such failure or delay is caused by legal constraint, terrorist activity, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond DP's control. Subject to the foregoing limitations, DP's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. DP warrants that it will perform the services in a professional and workmanlike manner in accordance with applicable law.

NOTWITHSTANDING ANYTHING ABOVE, AND UPHELD TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL DP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT ACTUALLY PAID BY THE CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO:

- (i) DAMAGES ARISING FROM DP'S NEGLIGENCE OR WILLFUL MISCONDUCT; OR
- (ii) CLAIMS FOR BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY.

THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

**H CONFIDENTIALITY**

All information, whether printed, written or oral, in answer to an inquiry or voluntarily furnished by Customer or its agents or employees to DP shall be held in confidence by DP and used and disclosed solely for the purposes of fulfillment of the terms of this Agreement. Customer and DP each acknowledge that because of entering into this Agreement, each party has, and will continue to, reveal and disclose to the other, information that is proprietary and/or confidential to such party. Customer and DP agree that each party will (a) keep such proprietary and/or Confidential Information of the other party in strict confidence; (b) not disclose Confidential Information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use Confidential Information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

DP shall comply with all applicable federal, state, and local laws and regulations relating to the privacy, security, and protection of data and government records in connection with its performance under this Agreement, including applicable provisions of Title 63G of the Utah Code governing governmental records, access, and data practices. DP shall access, use, and disclose Customer data, including personal and payroll information, solely as necessary to perform the services under this Agreement or as required by law.

DP shall implement and maintain reasonable administrative, technical, and physical safeguards designed to (i) ensure the security and confidentiality of Customer data, (ii) protect against anticipated threats or hazards to the security or integrity of such data, and (iii) prevent unauthorized access to or use of such data.

DP shall notify Customer without unreasonable delay, and in no event later than thirty (30) days after discovery, of any unauthorized access to, acquisition of, or disclosure of Customer data while in DP's possession and shall cooperate with Customer in investigating and mitigating any such incident.

Upon termination of this Agreement, DP shall return or securely destroy Customer data, at Customer's direction, except to the extent retention is required by applicable law.





## **I FORCE MAJEURES**

Neither party shall be deemed in default of this Agreement, nor held responsible for any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of god, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including internet access, or any change in or the adoption of any law, judgment or decree.

The affected party shall promptly notify the other party of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as practicable. If such delay or failure continues for a period of more than thirty (30) days and materially affects the performance of this Agreement, either party may terminate the Agreement upon written notice.

## **J ACCESS TO HOSTED SOFTWARE SERVICE**

DP licenses the iSolved software from Infinisource. Customer acknowledges that DP is providing access to the Hosted Service iSolved. Customer agrees to the following terms regarding the use of the Hosted Service iSolved: (i) access and use of the Hosted Service is restricted to machine-readable, executable, object-code form only; (ii) Customer is prohibited from use of the Hosted Service by Customer or any User in any time-sharing or service bureau arrangement; (iii) sublicensing or any other transfer, assignment or conveyance of the rights of access to hosted service is prohibited; (iv) Customer is prohibited from causing or permitting the reverse engineering, disassembly or compilation of the Hosted Service; (v) title to the Hosted Service or any Infinisource proprietary rights is not passed to the relevant Customer or any User; (vi) Infinisource is not a third party beneficiary of DP's rights under this access agreement with respect to Customer's use of and/or rights related to, the Hosted Service; (vii) DP is not a representative or agent of Infinisource, has no legal authority to act on behalf of or bind Infinisource to any agreement and the terms of this Agreement do not create any legal or binding obligations between Infinisource and Customer; and (viii) Customer acknowledges that the Hosted Service is provided through a third-party platform. Customer shall have no direct contractual relationship with Infinisource and shall not assert claims against Infinisource except to the extent permitted by applicable law.

## **K VERIFICATION OF DATA/ERROR RESOLUTION**

Customer must inform DP of any errors in Customer's payroll within a reasonable period after receiving any report or statement from DP containing the error. By submitting each payroll, Customer agrees it has (a) approved all Payroll information; and (b) waived and released any claim against DP arising out of any errors in the payroll information that it has not itself corrected or has not requested that DP correct. Requests for corrections of customer errors will be subject to additional charges.

## **L Compliance with NACHA Operating Rules and Guidelines.**

The following terms and conditions are required to be in compliance with the rules and guidelines of NACHA, incorporated herein by this reference. Customer desires to initiate credit and debit entries by means of the ACH network pursuant to the terms of this Agreement and the rules and guidelines of NACHA, and DP is willing to act as the third-party sender with respect to such entries. Customer agrees not to provide DP with any payroll information or entries that violate the laws, rules or regulations of the United States or of any state in which Customer does business. Customer agrees to be in compliance with all NACHA operating rules and guidelines, and to notify DP in writing in advance if any transactions would be considered International ACH Transactions (IATs). IATs are allowed under the NACHA operating rules and guidelines, but DP will not process any IATs. Customer shall comply with applicable NACHA operating rules and guidelines in connection with its use of the services. Customer shall be responsible for its compliance with applicable NACHA operating rules and guidelines. Nothing in this Agreement shall be construed as creating any indemnification obligation by Customer, and any liability of Customer shall be governed exclusively by applicable law, including the Utah Governmental Immunity Act. Customer grants to DP and its ODFI(s) the right, upon reasonable advance notice and during normal business hours, to audit Customer's compliance with applicable NACHA operating rules and guidelines, to the extent reasonably necessary to fulfill DP's obligations under this Agreement. DP's ODFI(s) are third-party beneficiaries solely with respect to the provisions of this section relating to NACHA compliance. DP shall also comply with applicable NACHA operating rules and guidelines in performing its obligations under this Agreement.

- M UCC Article 4A Disclosure.** In regards to the origination of corporate ACH credit transfers (SEC Codes CDD or CTX): (a) the entry may be transmitted through the ACH; (b) the rights and obligations of Customer concerning the entry is governed by applicable law, including Article 4A of the Uniform Commercial Code as adopted in the State of Utah; (c) credit given by the Receiving Depository Financial Institution ("RDFI") to the recipient party is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided by applicable law; and (d) if the RDFI does not receive payment for entry, the RDFI is entitled to a refund from the recipient in the amount credited to the recipient's account, and Customer will not be considered to have paid the amount of the entry to the recipient.



**N ADDITIONAL TERMS**

- 1 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of this Agreement shall lie exclusively in the state courts located within the State of Utah.
- 2 **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 3 **Captions.** The captions appearing at the beginning of each paragraph of this Agreement are for convenience only and are not part of this Agreement, nor do they in any way limit or amplify the terms and provisions of this Agreement.
- 4 **Assignment.** This Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective, successors and assigns. Customer may not assign this Agreement without DP's prior written consent.
- 5 **Severability.** If any term or provision of this Agreement is held to be unenforceable, it shall not affect the enforceability of any other provision of this Agreement, which will be enforced to the full extent permitted by law.
- 6 **Entire Agreement.** This Agreement constitutes the complete and entire Agreement of the parties hereto with respect to the subject matter addressed, supersedes all previous negotiations, agreements, representations, and warranties, and may be modified only in writing signed by both parties. Electronic signatures hereto shall have the same force and effect as an original.
- 7 **Compliance with Applicable Laws.** Each party to this Agreement shall comply with all applicable provisions of Federal and State laws. If any provision of this Agreement conflicts with the federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full force and effect only to the extent permitted by law. If any provision of this Agreement is held inoperative, the remaining provisions shall remain in full force and effect. Nothing in this Agreement shall be construed to require Customer to act in violation of applicable law, and Customer's obligations are subject to the Utah Governmental Immunity Act.
- 8 **Prohibited Persons and Transactions.** Each party represents to DP that Customer is currently in compliance with and shall at all times during the Term (including extensions) remain in compliance with the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.





**Dominion Payroll Services, LLC**

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Legal Company Name

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Full Name

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Title

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Signature

---

Date

---

Legal Company Name

---

Full Name

---

Title

---

Signature

---

Date



Contract No.  
Vendor No. 06223B  
Commodity Code: 99999



**STATE OF UTAH CONTRACT**  
**Division of Outdoor Recreation**  
**Utah Outdoor Recreation Grant (UORG)**  
**FY 2026**

**Morgan County Fairground Trail Expansion, Phase 2**

**CONTRACTING PARTIES:** This contract (“Agreement” or “Contract”) is between the State of Utah, Division of Outdoor Recreation (the “State”):

State of Utah  
Department of Natural Resources  
Division of Outdoor Recreation  
1594 West North Temple #100  
Salt Lake City, UT 84116

**Contact Person:** Noemi Molina  
**Phone:** 385-564-4621  
**Email:** nmolina@utah.gov

**and the following Grantee:**

Morgan County  
48 W Young St  
Morgan, UT 84050

**Federal Tax ID:** 87-6000306

**Contact Person:** Lydia Hebdon  
**Email:** lhebdon@morgancountyutah.gov

**GENERAL PURPOSE OF CONTRACT:** The general purpose of this Agreement is to award funding for the Moran County Fairground Trail Expansion Phase 2 as set forth in the Scope of Work (“Attachment C”), as approved by the State (the “Project”). This Contract sets forth the terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant (UORG) funding.

**AUTHORITY:** This Contract is entered pursuant to the State’s authority to administer funds under Utah Code § 79-8-401 through 402 and Utah Administrative Code R650-302. All awarded funding is subject to, and contingent on, legislative appropriation.

**CONTRACT PERIOD:**

This Contract is executed as of the date of the last signature and is effective through **September 30, 2028**, unless terminated early or extended in accordance with the terms and conditions of this Contract.

**CONTRACT AMOUNT:** The State awards, and the Grantee accepts, a potential grant award of up to **\$60,000 (the “Award”)**. **The Grantee agrees to meet a match as shown on the budget (Attachment D).**

**ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

- Attachment A – Standard Terms and Conditions for Grants
- Attachment B – Utah Outdoor Recreation Grant (UORG) Terms and Conditions
- Attachment C – Scope of Work
- Attachment D – Budget
- Attachment E – Conflict of Interest Form

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment B, unless otherwise prohibited under state law.

**DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**

All governmental laws, regulations, or actions applicable to the Award authorized by this Contract, including but not limited to Utah Code § 79-8-401 through 402 and Utah Administrative Code R650-302, the Salesforce funding application APP-005423, and all documentation submitted for this project, are hereby incorporated by reference to this Contract.

**CONTRACT EXECUTION:**

Each person signing this contract represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party’s obligations hereunder have been duly authorized and that the Contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This Contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

**USE OF GRANT MONIES:**

In signing this Agreement, Grantee affirmatively acknowledges and agrees that Grantee is obligated to expend any and all of the Award to effectuate the Project set out in the Project proposal as approved by the State, and in a way that is consistent with the Scope of Work attached to this Contract as Attachment C. Unless approved in a written amendment executed in accordance with the terms of this Contract and signed by Grantee and the State, no portion of the Award may be used for costs or expenses not associated with the approved Project, including expenses associated with other projects or grants, even if those project or grants are administered by the State or the Division of Outdoor Recreation. Grantee understands and affirmatively acknowledges that expenditure of Award Funds on any cost or expense that is not directly associated with the Project approved by the State constitutes a material breach of this Contract. Grantee understands and affirmatively agrees that the State expressly reserves the right to clawback any improperly expended portion of the Award and to take any other legal action that the State, in its sole discretion, determines to be necessary to ensure Award Funds are, or were, expended in a manner consistent with the requirements of this Contract and Utah law.

*\*The Remainder of This Page is Intentionally Left Blank\**

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

**Morgan County**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF UTAH**

Division of Outdoor Recreation

Signature: \_\_\_\_\_

Name: Patrick Morrison

Title: Recreation Program Director

Date: \_\_\_\_\_

**STATE OF UTAH**

Division of Finance – Reviewed and Processed

Date: \_\_\_\_\_

## Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **“Confidential Information”** means information that is deemed as confidential under applicable State and Federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under Federal and State laws.
  - b) **“Contract”** means the Agreement, including all referenced attachments and documents incorporated by reference.
  - c) **“Contractor”** means the individual or entity delivering the Procurement Item identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners. For purposes of the Agreement, “Contractor” is synonymous with “Grantee” and extends to all Grantee’s agents, officers, employees, partners and assigns.
  - d) **“Goods”** means all types of tangible personal property, including but not limited to materials, supplies, and equipment that the Contractor is required to deliver to the State Entity under this Contract.
  - e) **“Grant Money”** means the “Award” or “Award Amount” under the Agreement.
  - f) **“Grantee”** means the individual or entity which is the recipient of the “Grant Money” from the State Entity.
  - g) **“State Entity”** means the department, division, office, bureau, agency, or other organization identified in the Contract.
  - h) **“State of Utah” or “State”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - i) **“Subgrantee”** means a person or entity under the direct or indirect control of “Grantee”, including, but not limited to, Grantee’s agents, consultants, employees or anyone else Grantee may be liable to, or under contract with.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all Subgrantees, in effectuating any act under the Contract will comply with all applicable Federal and State constitutional mandates, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by Federal funds, either in whole or in part, then any Federal regulation related to the Federal funding, including but not limited to CFR Appendix II to Part 200 and other Federal laws as identified in the Notice of Award, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records necessary to properly account for Grantee’s performance and the payments made by the State Entity to Grantee under this Contract. These records shall be retained by Grantee for at least six (6) years after final payment of the Grant Award, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah, Federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary, and unless otherwise agreed to in the Contract, Grantee shall procure and pay for all permits, licenses, and approvals necessary, as conditions precedent or otherwise, for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** The Status Verification System, also referred to as “E-verify”, only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah, or as otherwise set forth in State law. If applicable:
  - a. Grantee certifies as to its own entity, under penalty of perjury, that Grantee has registered and is participating in the Status Verification System to verify the work eligibility status of Grantee’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  - b. Grantee shall require that each of its Grantees certify by affidavit, as to their own entity, under penalty of perjury, that each Subgrantee has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  - c. Grantee’s failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Grantee and Subgrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY: INTENTIONALLY DELETED**
10. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subgrantees, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract to the extent caused by any intentional wrongful act or

negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

Notwithstanding the above, if both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 *et seq.*), nothing in this Contract shall be construed as a waiver of any party's rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence, and will defend against any claims or lawsuit brought against it. If the Act applies to both parties, there are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** INTENTIONALLY OMITTED

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the scope/purpose of the Contract. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Grantee certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, State, or local. Grantee must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Grantee. The State Entity and the Grantee may terminate this Contract, in whole or in part, at any time, by mutual agreement, in writing.

In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Grantee of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX AND TAX DEDUCTION/BENEFITS EXEMPTION:** It is Grantee's responsibility to request the State Entity's sales tax exemption number, which will be provided upon request. It is Grantee's sole responsibility to obtain independent tax and legal advice in connection with this Contract and to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** INTENTIONALLY OMITTED

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** As an agency of the United States Department of the Interior, the NPS is self-insured. The NPS's commitment to pay any lawful obligation incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

19. **RESERVED.**

20. **PUBLIC INFORMATION/DATA PRIVACY:** Grantee agrees that this Contract, and related documents, including application materials may be classified by the State Entity as public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract and any related documents for purposes of complying with GRAMA or any other Federal or State law. The State Entity and the State of Utah are not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, or any related documents.

Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected as part of this grant shall be used for solely purposes of: (1) administering and enforcing the Contract, (2) complying with Grantor's statutory duties as set forth in the Utah Code; (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, State or Federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-10 *et seq.*) record requests. Grantee may contact the Grantor at the address in the Agreement to exercise any rights under the Government Data Privacy Act.

21. **DELIVERY:** INTENTIONALLY OMITTED

22. **ACCEPTANCE AND REJECTION:** INTENTIONALLY OMITTED

23. **INVOICING:** INTENTIONALLY OMITTED

24. **PAYMENT:** Unless otherwise agreed to by the Parties in writing, the following paragraph applies to this Contract:

Payments are to be made within thirty (30) days after a correct invoice is received, unless otherwise agreed to by the parties in writing. All payments to Grantee will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). The acceptance by Grantee of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Grantee. The State Entity's final payment shall not be deemed a waiver of any and all claims that the State Entity or the State of Utah may have against Grantee. The State of Utah and the State Entity will not allow the Grantee to charge end users electronic payment fees of any kind, unless otherwise agreed to, in writing, by the State Entity.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY OMITTED.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Grantee each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Grantee prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Grantee shall transfer any ownership claim to the State Entity.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY OMITTED

28. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Grantee in default of this Contract: (i) Grantee's non-performance of its contractual requirements and obligations under this Contract; or (ii) Grantee's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Grantee will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Grantee's liability for damages. If the default remains after Grantee has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts or grants from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Grantee under this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Grantee has access to or processes Confidential Information as defined under Utah law or as identified as such by the State Entity or the State of Utah, Grantee shall: (i) advise its agents, officers, employees, partners, and Subgrantee of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the Contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Grantee will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with Utah's Government Data Privacy Act. In Accordance with that Act, Grantee and its Subgrantees must comply with all the same requirements regarding personal data as the State.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable, including, but not limited to, any Subgrantees. This does not apply to Federal Government Grantees.

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

32. **PUBLICITY:** INTENTIONALLY OMITTED

33. **WORK ON STATE OF UTAH PROPERTY OR ELIGIBLE USER PREMISES:** INTENTIONALLY OMITTED

34. **CONTRACT INFORMATION:** INTENTIONALLY OMITTED

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Grantee's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Grantee's responsibilities may be reinstated upon advance written notice from the State Entity.

37. **CHANGES IN SCOPE:** Any changes in the scope of the work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Contract.
38. **PROCUREMENT ETHICS:** INTENTIONALLY OMITTED
39. **ATTORNEY'S FEES:** INTENTIONALLY OMITTED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Contract, then all travel costs associated with this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7 or as otherwise permitted by Contract.
41. **DISPUTE RESOLUTION:** INTENTIONALLY OMITTED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed in the Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract, or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract that has not been cured, or of any of the following clauses, including, but not limited to: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnification, Indemnification Relating to Intellectual Property, and Contractor's Insurance Responsibility.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Grantee shall not take advantage of any errors and/or omissions in this Contract. The Grantee must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 *et seq.*, Grantee certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27102. Contractor further certifies that it has read and understands 63G-27 *et. seq.*, that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** Grantee shall complete any work under the Contract by the deadline in the Contract. Time is of the essence, and Grantee shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Grantee's failure to timely perform under this Contract.
49. **PERFORMANCE EVALUATION:** INTENTIONALLY OMITTED
50. **STANDARD OF CARE:** INTENTIONALLY OMITTED
51. **REVIEWS PERFORMANCE EVALUATION:** The State Entity reserves the right to perform checks, reviews, performance reviews, and/or comment upon Grantee's performance under the Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
52. **RESTRICTED FOREIGN ENTITIES AND FORCED LABOR PRODUCT:** INTENTIONALLY OMITTED

(Revision Date: 03/30/2026)

## Attachment B: Utah Outdoor Recreation Grant (UORG)

### Program Terms and Conditions

#### 1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a) The Scope of Work for this Agreement is outlined in Attachment C. The Grantee hereby agrees to complete the Scope of Work and shall use the Award to achieve the goals and benchmarks set forth therein.
- b) Successful completion of the Project will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c) The Grantee shall comply with all applicable federal and state statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the Project.
- d) All requirements listed in the Project application, Program Guide for eligibility, and required attachments are incorporated here by reference, although not attached hereto.
- e) The Project shall be completed on or before the Contract termination date.
- f) The Grantee agrees that the Project acquired, developed, or improved under this Contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Division of Outdoor Recreation. Furthermore, if the infrastructure developed with the Award is converted to another use, the other use must be of comparable value and may not be converted until all parties agree in writing to the converted use. The converted use must be in the same general location, and all costs, fees (including attorneys' fees), and other expenses in converting the use will be paid by the Grantee.
- g) The Grantee shall maintain or ensure appropriate maintenance, as determined by the State, in its sole discretion, of all facilities and property covered by this Contract in a safe, usable, and attractive condition. The Project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed under this Contract on lands legally owned by the Grantee.
- h) The Grantee shall provide evidence that the Project has county, city, or tribal approval and endorsement. In addition:
  - a. A contract must be signed with the party who will maintain the Project for at least the next ten (10) years. Evidence supplied in the Grantee's Project application may fulfill this requirement; and
  - b. Any assets purchased with this Award must be used for their intended purpose for a minimum of ten (10) years, or the life of the asset, and may not be sold or transferred to another entity.

The State reserves the right to request updated documentation and proof of continued support and maintenance contracts, or any other documents related to the Project at any time. The Grantee shall give the State reasonable notice (as set forth in the Agreement) of any change in the maintenance contract(s) or endorsement status. **Loss of endorsement or maintenance contract may constitute an event of default and result in a clawback of the Award.**

- i) If the Project, or any part of the Project, is located on federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from, or any violation of, federal regulations shall constitute an event of default and may result in the clawback of the Award. The Grantee shall give the State reasonable notice (as set forth in the Agreement) in the event that approval of the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j) All property on which Utah Outdoor Recreation Grant infrastructure-funded projects are located must be owned by, or under the control of, the Grantee or entity that has partnered with the Grantee, and any partnership must be approved by the State. If the Project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way across the private property. This should be documented with a Grant of Easement and Right-of-Way, which must be filed with the County in which the real property is located. Proof of property ownership and all contracts, agreements, forms, or other information pertinent to the property shall be provided to the State for approval before the completion of the Project. Lack of proof shall constitute an event of default and may result in the clawback of the Award and cancellation of the Project.
- k) For grant requests in excess of \$15,000, the infrastructure Project must have an endorsement from the local economic development office or designated local tourism office stating that the Project will have the ability to attract growth and retention in the community/area, and/or have the potential for increased visitation to the area. All other requirements of Utah Admin R.650-302, including, but not limited to, the eligibility requirements in Admin R.650-302-5, must be met in order for the Project to be eligible.
- l) The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species, such as the Sage Grouse. If the project is close to a special management area, it must first secure written approval from DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the Project in a way

that is current with all DWR regulations and requirements. If the Project is found to be in violation of any regulation regarding the management of species within the Project, it shall constitute an event of default and may result in the clawback of the Award.

- m) The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA).
- n) All fees charged by the Grantee or others in granting access to the Project shall be disclosed to the State by providing reasonable notice as set forth in this Agreement. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this Agreement. If a fee is found to be prohibitive to public access in the sole discretion of the State, the Grantee shall have thirty (30) days to change the fee to be reasonable, in the sole discretion of the State. Grantee's failure to comply with this term will constitute an event of default, and the State may clawback the Award.
- o) The Grantee shall notify the State of the public opening date. Upon the public opening of the Project, the Grantee shall make every effort to make the public aware of the Project's existence with appropriate publicity and marketing. Such publicity can include, but is not limited to, a grand opening ceremony, a press release to the local media, social media postings, or any other manner, as determined by the State, to appropriately promote the public use of the Project.

2. NATURE OF ENTITY:

- a) The Grantee affirms that it is a political subdivision of the state, federal agency, state agency, tribal government, or non-profit corporation classified under U.S. Code § 501(c)(3) or subsection (c)(6) and is physically located within the State.
- b) The Grantee is not a for-profit entity: For-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

- a) Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the Contract termination date in the Agreement. Each report shall include the following:
  - i. Assurances that the entirety of the Award paid to the Grantee was used towards completion of the Project outlined in Attachment C;
  - ii. A brief synopsis of the work completed in the previous six months; and
  - iii. An outline of the work anticipated to be completed in the next six months.
- b) If Grantee fails to provide the first two scheduled reports to the State, as described *supra*, or as otherwise requested by the State, Grantee shall waive any consideration by the State for potential Contract extension should such extension be necessary to complete Grantee's Project, and may also be considered a material breach of this Agreement by the State. Additionally, the failure to submit complete reports when requested by the State, whether before or after termination of the Contract, may result in clawback of the Award, in full or in part, regardless of whether the Project has been completed or not, in addition to any other remedies available under state or federal law.
- c) Notwithstanding the above, Grantee must also comply with the reporting requirements set forth in Admin R650-302-7.

4. FUNDING:

- a) The Awardee shall not receive any of the Award Amount until this Contract is fully signed and executed.
- b) Up to 75% of the Award Amount may be awarded upfront in 25% increments prior to full completion of the Grantee's Project. These upfront funds must be spent within 3 months of receipt, and documentation must be submitted to the State documenting the same, before the State will consider issuing the final 25% of the Award.
- c) Under Utah Admin R650-302-7, the State will withhold the final 25% of the Award until final completion of the Project, and receipt of any required documentation of the Project's completion, including a final report, final on-site inspection (if applicable), in addition to any other documentation required or requested by the State. In addition, in order to receive upfront funding, Grantee must submit:
  - (i) A Project timeline showing expenditures of a portion of the Award Amount in six-month increments;
  - (ii) A Project budget showing the expenditure of upfront funds, such as bids, quotes, or other documentation showing the need for the upfront funding; and
  - (iii) Any other documentation required by Utah statute, rule, Division of Outdoor Recreation policy, or requested by the State that is pertinent to the Award.
- d) In no event shall payments from the State to the Grantee exceed the total Award.
- e) All funds must be spent by the Grantee as outlined in Attachment C to this Agreement.
- f) The Grantee must provide matching funds to receive any portion of the Award.
- g) A portion of the Grantee's required matching funds must be paid in cash,
- h) A portion (maximum 50%) of the Grantee's required matching funds may be provided through an in-kind contribution if:
  - i. The in-kind donation is approved in advance by the State; and

ii. The in-kind donation is for services or materials that are directly related to the Project, and do not include any real property devises.

5. **REIMBURSEMENT REQUESTS:**

- a) All reimbursement requests must be received by the State within 60 days after the Contract termination date.
  - i) Grantee may request a Project extension if completion of the Project will not meet the Contract termination date.
  - ii) Any requests to amend the Agreement must be submitted 60 days prior to the initial Contract termination date.
  - iii) All requests and expenditures must be dated prior to the original Contract termination date, even if submitted within 60 days of the Contract's termination date.
  - iv) No reimbursement will be allowed if the Contract expires without Grantee requesting an extension from the State, and the State approving the extension request, in writing.
- b) **Any reimbursement requests submitted after the 60-day grace period after the Contract has expired may not be eligible for reimbursement, in full or in part, at the State's sole discretion.**
- c) The following documentation shall, at a minimum, be provided upon the State's receipt of a final reimbursement request:
  - i) Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the Project;
  - ii) Records of volunteer labor or other in-kind donations for work done on the Project;
  - iii) A set of photos showing the Project is complete;
  - iv) A final report with the description of the Project, and other information requested by the State.
  - v) A description and an itemized report detailing the expenditure of the Award or the intended expenditure of any Award that has not been spent;
  - vi) The Division's reimbursement request document;
  - vii) Any additional documentation requested by the State.
- d) **Requests shall be submitted electronically to the Grant Manager, Noemi Molina, at [nmolina@utah.gov](mailto:nmolina@utah.gov). It is Grantee's sole obligation to ensure that any electronic messages or requests are received by the Grant Manager, and to retain documentation thereof.** The Grantee shall document that the entirety of the Award received by the Grantee for this Project was spent on effectuating the completion of the Project.

6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the Project.

7. **AUDIT:**

- a) The Grantee shall allow State auditors to make audits and inspections of all records relating to this Project.
- b) The Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for a period of up to five (5) years from the termination date of this Contract, except that, for any assets purchased with the Award Amount, Grantee shall make available for audit and inspection the records showing that the asset is being used for its intended purpose for a minimum of ten (10) years, or the life of the asset, as the asset may not be sold or transferred to another entity.
- c) The Grantee shall refund to the State any portion of the Award spent that did not meet the requirements of this Contract, including any portion of the Award determined by audit to be ineligible under the Agreement, or in accordance with state or federal law.
- d) The record retention schedule in this paragraph shall take precedence over that stated in Attachment A of this Agreement.

8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the Award and the activities covered by this Contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representative access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice (as set forth in Attachments A and B).

9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the Award, or a portion thereof, or to terminate this Contract and pay no further funds to Grantee in the event that the Grantee breaches any of the terms, whether material or not, of this Contract.

10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Division of Outdoor Recreation is recognized as a partner in the Project. Such efforts include recognition of the State in fundraising materials, installation of signage at the Project location, using the Utah Division of Outdoor Recreation name and official logo, and other appropriate attribution for the funding made possible by the State.

11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the Project to assess progress and ensure that the Award is being expended on the Project, or for any other related purpose.
12. **STATE CONTACT PERSON/NOTICE:** The State designates the Director of the Office of Outdoor Recreation, or their designee, Grant Manager Noemi Molina, as the contact person to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

Unless otherwise specified in this Agreement, any requirement to provide notice to the State shall be in writing, by certified mail (return receipt requested) or by a similar service (such as UPS), which provides a notice of receipt documenting that the notice was delivered to the individual designated in paragraph 12 of the Agreement, at the address provided by the State, and signed for by the Director of the Office of Outdoor Recreation, or their designee. **It is Grantee's sole obligation to ensure that notice is received by the State, and the State shall not be held liable for Grantee's failure to strictly comply with the notice requirements of this Agreement.**

13. **LICENSE TO PROMOTE:** The Grantee gives to the State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its Project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications, presentations, or other promotional material.

*[The remainder of this page intentionally left blank]*

## **Attachment C: Scope of Work**

This project includes constructing approximately 1900 linear feet of 10' multi-use trail. The trail will start where phase 1 ended at the Morgan Pickleball Courts and continue back and around the open field park being constructed in the same area. Grading work will begin this summer with anticipated completion or asphalt poured by summer of 2027.

## Attachment D



<b>Project Name:</b>	<b>Project Applicant:</b>	<b>Project County:</b>	<b>Qualified for UORG Match?</b>
Morgan County Fairground Trail Expansion Phase 2	Morgan County	Morgan	Qualified for UORG Match

### OVERVIEW OF FUND SOURCES

**Step 1:** List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. GRANT requested funds go in the first row (Orange). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.

1. CASH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	Total Cash Funding (\$)
	Utah Outdoor Rec. Grant	Division of Outdoor Recreation		\$60,000.00
	Applicant Cash Match	Morgan county	3/9/2026	\$40,000.00
	Partner 1 Cash Match			
Insert more rows as needed below	[Partner 2 Cash Match]			
<b>TOTAL CASH FUNDING</b>				<b>\$100,000.00</b>

**Step 2:** List all sources of In-Kind (non-cash) Match for the entire project. In-Kind is defined as donated products, labor, or services.

2. IN-KIND MATCH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	Total In-Kind Funding (\$)
Value of materials, equipment or services	Applicant In-Kind	Morgan County	3/9/2026	\$0.00
	[Partner In-Kind Match]			
	[Partner In-Kind Match]			
Insert more rows as needed below	[Partner In-Kind Match]			
<b>TOTAL IN-KIND FUNDING</b>				<b>\$0.00</b>
<b>TOTAL PROJECT VALUE</b>		<b>TOTAL PROJECT COST (GRANT+Cash+In-Kind)</b>		<b>\$100,000.00</b>

### DETAILED LIST OF ANTICIPATED USE OF FUNDS

**Step 3:** List all the uses of cash for the project by Type of Service. Note: The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from GRANT (Orange), applicant funds, or partner funds below. Add rows as needed.

3. CASH DETAILED DESCRIPTION						Difference	Cash Amounts Agree		
						\$0.00			
Type of Service: Please select or change type from dropdown menu by clicking cell.	Vendor (Organization)	Anticipated Use of Cash Funds: Briefly describe	Number of Units	Cost Per Unit	Extended Cost	DOR Grant Funds	Applicant Funds	Partner Funds	
Professional Services	Morgan County	Labor	100	\$ 35.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	
Materials	Wilkinson Company	Asphalt, grading dirt	1900	\$ 50.00	\$ 91,500.00	\$ 55,000.00	\$ 36,500.00	\$ -	
Equipment	Wilkinson Company	Equipment for trail building	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
Please select type from dropdown menu.					\$ -			\$ -	
Please select type from dropdown menu.					\$ -			\$ -	
Please select type from dropdown menu.					\$ -			\$ -	
Please select type from dropdown menu.					\$ -			\$ -	
Please select type from dropdown menu.					\$ -			\$ -	
Please select type from dropdown menu.					\$ -			\$ -	
Please select type from dropdown menu.					\$ -			\$ -	
<b>TOTAL PROJECT COST</b>						<b>\$ 100,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 40,000.00</b>	<b>\$ -</b>

**Step 4:** List all the uses of In-Kind for the project by Type of Service. Note: The total In-Kind listed here in Step 4 should match the total listed in the In-Kind overview from Step 2. Please fill in the amount being used from the applicant, or partner funds below. Add rows as needed.

4. IN-KIND DETAILED DESCRIPTION						Difference	In-Kind Amounts Agree	
						\$0.00		
Type of Service: Please select or change type from dropdown menu by clicking cell.	Source of Funds (Organization)	Anticipated Use of In-Kind Funds: Briefly describe	Number of Units	Cost Per Unit	Extended Cost	Applicant In-Kind	Partner In-Kind	
Please select type from dropdown menu.					\$ -			
Please select type from dropdown menu.					\$ -			
Please select type from dropdown menu.					\$ -			
Please select type from dropdown menu.					\$ -			
<b>IN-KIND SUBTOTAL</b>						<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL Eligible Project Costs</b>						<b>TOTAL PROJECT COST (GRANT+Cash+In-Kind)</b>		<b>\$100,000.00</b>

**Step 5:** Please include an estimate of costs that contributed to the overall project cost, but are not eligible as a grant match. Ex: Work completed prior to grant award, purchases of real estate, NEPA or other permitting etc.

5. ADDITIONAL INELIGIBLE PROJECT COSTS			
Description	Source of Funds	Cost	
Please add description here	Applicant/Partner	\$ -	
<b>Total</b>			<b>\$ -</b>
<b>TOTAL PROJECT COST (projected)</b>			<b>\$100,000.00</b>

# DECLARATION OF CONFLICT OF INTEREST

Attachment E

## FOR CONTRACTED OR GRANTED OBLIGATIONS WITH THE DEPARTMENT OF NATURAL RESOURCES UTAH DIVISION OF OUTDOOR RECREATION

Because grant obligations with the Department of Natural Resources (DNR), Utah Division of Outdoor Recreation (DOR), can be construed as “being employed” by the state of Utah, you are required by state law (including UCA § 67-16-7 and -8) to disclose any conflict of interest you may have relating to your grant with DOR. Please list below and explain any involvement you may have with: State Government, Local Government, including committees, districts, or boards, or other private or public entity that has influence, or participates with, DNR or DOR, in any capacity, as it relates to this grant.

- 1).
- 2).
- 3).
- 4).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Natural Resources, Division of Outdoor Recreation, satisfies the requirements as described in UCA § 67-16-7 and § 67-16-8 for the purposes of this grant program.

I hereby declare under criminal penalty under the law of Utah that everything stated in this document is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Location



## **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!***



# Welcome

Welcome to the Dominion Payroll! We are thrilled to begin this partnership with you. We are committed to supporting your business with tailored payroll and HR solutions to meet your unique needs. Please take a moment to review and complete the enclosed paperwork so we can officially get started empowering your business.

## Welcome Package Details

*Security is our priority - our signing software (Adobe Sign) is a secured and encrypted system to protect your sensitive information. Our system is also HIPAA and GRDP-compliant.*

1. Service Agreement
2. IRS 8655
3. Client Electronic Funding Authorization
4. Authorization to Access Data
5. Request for Documents

*We will provide you an opportunity to securely share your IRS EIN, upload banking information and a check signature.*

6. Service Quote

# Reporting Agent Authorization

Go to [www.irs.gov/Form8655](http://www.irs.gov/Form8655) for instructions and the latest information.

## Taxpayer

<b>1a</b> Name of taxpayer (as distinguished from trade name) Morgan County Utah		<b>2</b> Employer identification number (EIN)
<b>1b</b> Trade name, if any		<b>4</b> If you are a seasonal employer, check here <input type="checkbox"/>
<b>3</b> Address (number, street, and room or suite no.)  City or town, state, and ZIP code UT		<b>5</b> Other identification number (optional)
<b>6</b> Contact person Casey Basaker	<b>7</b> Daytime telephone number 801-845-4012	<b>8</b> Fax number

## Reporting Agent

<b>9</b> Name (enter company name or name of business) Dominion Payroll Services LLC		<b>10</b> Employer identification number (EIN) 71-0890420
<b>11</b> Address (number, street, and room or suite no.) 3200 Rockbridge St STE 300 City or town, state, and ZIP code Richmond, VA 23230		
<b>12</b> Contact person Dennis Gallagher	<b>13</b> Daytime telephone number 804-355-3430	<b>14</b> Fax number 804-355-3432

## Authorization of Reporting Agent To Sign and File Returns (Caution: See Authorization Agreement.)

**15** Indicate the tax return(s) to be signed and filed. For quarterly returns, use "YYYY/MM" format. "MM" is the last month of the quarter for which the authorization begins (for example, "2024/09" for third quarter of 2024). For annual returns, use "YYYY" format to indicate the year for which the authorization begins.

940	<u>2026</u>	941	<u>2026/01</u>	943	<u>2026</u>	944	<u>2026</u>
945	<u>2026</u>	1042	_____	CT-1	_____		

## Authorization of Reporting Agent To Make Deposits and Payments (Caution: See Authorization Agreement.)

**16** Indicate the tax return(s) for which the reporting agent is authorized to make deposits or payments. Use the "YYYY/MM" format to enter the month in which the authorization begins (for example, "2024/08" for August 2024).

720	_____	940	<u>2026</u>	941	<u>2026/01</u>	943	<u>2026/01</u>	944	<u>2026/01</u>	945	<u>2026/01</u>
990-PF	_____	990-T	_____	1041	_____	1042	_____	1120	_____	CT-1	_____

## Duplicate Notices to Reporting Agents

**17** Check here to request the IRS to issue to the reporting agent duplicate copies of notices and correspondence regarding returns filed and deposits or payments made by the reporting agent

## Disclosure Authorization for Forms Series W-2, 1099, and/or 3921/3922

- 18a** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning 2026.
- b** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning 2026.
- c** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Forms 3921 and 3922. This authority is effective for calendar year forms beginning \_\_\_\_\_.

## State or Local Authorization (Caution: See Authorization Agreement.)

**19** Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16

## Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is terminated or revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

**Sign Here**

_____	_____	_____
Signature of taxpayer	Title	Date

## Instructions

### What's New

**Forms 940-PR, 941-PR, 941-SS, 943-PR removed from line 15.** Beginning with filings for tax year 2023, former filers of Form 940-PR will instead file Form 940. These filers will also have the option to file the new Spanish language Form 940 (sp). The new Form 943 (sp) will also similarly replace Form 943-PR which is being discontinued along with Form 940-PR. Beginning with filings for the first quarter of 2024, former filers of Form 941-SS will instead file Form 941, which will be adapted for the use of those filers beginning with the revision of Form 941 issued in and for the first quarter of 2024. These filers will also have the option to file the new Spanish language Form 941 (sp). The new Form 941 (sp) will also similarly replace Form 941-PR which is being discontinued along with Form 941-SS. Forms 940 (sp), 941 (sp), and 943 (sp) will be usable by any employer that prefers their form in Spanish, whether they are located in the United States, Puerto Rico, or one of the other territories.

### Purpose of Form

Use Form 8655 to authorize a reporting agent to:

- Sign and file certain returns. Reporting agents must file returns electronically except as provided under Rev. Proc. 2012-32. You can find Rev. Proc. 2012-32 on page 267 of Internal Revenue Bulletin 2012-34 at [www.irs.gov/2012rp32](http://www.irs.gov/2012rp32). See Pub. 3112, IRS e-file Application and Participation, for information about e-filing and getting the reporting agent PIN;
- Make deposits and payments for certain returns. Reporting agents must make deposits and payments electronically, generally through the Electronic Federal Tax Payment System (EFTPS) at [EFTPS.gov](http://EFTPS.gov). See Pub. 4169, Tax Professional Guide to the EFTPS, and Rev. Proc. 2012-33;
- Receive duplicate copies of tax information, notices, and other written and/or electronic communication regarding any authority granted; and
- Provide the IRS with information to aid in penalty relief determinations related to the authority granted on Form 8655.

**Note:** An authorization does not relieve the taxpayer of the responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all federal tax deposits (FTDs) and federal tax payments (FTPs) are made timely. A reporting agent must notify its client of that fact and must recommend that it enroll in EFTPS to view EFTPS deposits and payments made on the client's behalf. A reporting agent must provide this notification, in writing, upon entering into an agreement with the client and at least quarterly thereafter for as long as it provides services to that client. Sample language and other details may be found in Rev. Proc. 2012-32, Section 5.05.

### Authority Granted

Once Form 8655 is signed, any authority granted is effective beginning with the period indicated on lines 15, 16, 18a, 18b, and/or 18c and continues indefinitely unless terminated or revoked by the taxpayer or reporting agent. No authorization or authority is granted for periods prior to the period(s) indicated on Form 8655.

Where authority is granted for any form, it is also effective for related forms such as the corresponding non-English language form, amended return (for example, Form 941 (sp), 941-X, or 941-X (sp)), or payment voucher. For example, Form 8655 can be used to provide authorization for 944 (sp) using the entry spaces for Form 944. The form also can be used to authorize a reporting agent to make deposits and payments for other returns in the Form 1120 series, such as Form 1120-C, using the entry space for Form 1120 on line 16.

Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. Any authority granted on Form 8655 does not revoke and has no effect on any authority granted on Form 2848 or 8821, or any third-party designee checkbox authority.

To increase the authority granted to a reporting agent by a Form 8655 already in effect, submit another signed Form 8655, completing lines 1–14 and any line on which you want to add authority. To decrease the authority granted to a reporting agent by a Form 8655 already in effect, send a signed, written request to the address under *Where To File*. The preceding authorization remains in effect except as modified by the new one.

### Where To File

Send Form 8655 to:

Internal Revenue Service  
Accounts Management Service Center  
MS 6748 RAF Team  
1973 North Rulon White Blvd.  
Ogden, UT 84404

You can fax Form 8655 to the IRS. The number is 855-214-7523. When faxing Forms 8655, please send no more than 25 forms in a single transmission. If possible, please send faxes from your computer instead of a fax machine.

### Additional Information

Additional information concerning reporting agent authorizations may be found in:

- **Pub. 1474**, Technical Specifications Guide for Reporting Agent Authorization and Federal Tax Depositors.
- **Rev. Proc. 2012-32**.

### Substitute Form 8655

If you want to prepare and use a substitute Form 8655, see Pub. 1167, General Rules and Specifications for Substitute Forms and Schedules. If your substitute Form 8655 is approved, the form approval number must be printed in the lower left margin of each substitute Form 8655 you file with the IRS.

### Terminating or Revoking an Authorization

If you have a valid Form 8655 on file with the IRS, the filing of a new Form 8655 indicating a new reporting agent terminates the authority of the prior reporting agent beginning with the period indicated on the new Form 8655. However, the prior reporting agent is still an authorized reporting agent and retains any previously granted disclosure authority for the periods prior to the beginning period of the new reporting agent's authorization unless specifically revoked.

If the taxpayer wants to revoke an existing authorization, such that the reporting agent would no longer be authorized to act or receive information for previously authorized tax periods, send a copy of the previously executed Form 8655 to the IRS at the address under *Where To File*, above. Re-sign the copy of the Form 8655 under the original signature. Write "REVOKE" across the top of the form. If you do not have a copy of the authorization you want to revoke, send a statement to the IRS. The statement of revocation must indicate that the authority of the reporting agent is revoked and must be signed by the taxpayer. Also, list the name and address of each reporting agent whose authority is revoked.

A reporting agent may terminate its authority by filing a statement with the IRS, either on paper or using a delete process. A reporting agent wanting to revoke its authority must submit the request in writing. The statement must be signed by the reporting agent (if filed on paper) and identify the name and address of the taxpayer and authorization(s) from which the reporting agent is withdrawing. For information on the delete process, see Pub. 1474.

## Who Must Sign

**Electronic signature.** For guidance on optional electronic signature methods, including approved methods of authentication and signature and additional items that must appear on the Form 8655, see Pub. 1474, section 01.03.

**Sole proprietorship.** The individual owning the business.

**Corporation** (including a limited liability company (LLC) treated as a corporation). Generally, Form 8655 can be signed by (a) an officer having legal authority to bind the corporation, (b) any person designated by the board of directors or other governing body, (c) any officer or employee on written request by any principal officer, and (d) any other person authorized to access information under section 6103(e).

**Partnership** (including an LLC treated as a partnership) or an unincorporated organization. Generally, Form 8655 can be signed by any person who was a member of the partnership during any part of the tax period covered by Form 8655.

**Single member LLC treated as a disregarded entity.** The owner of the LLC.

**Trust or estate.** The fiduciary.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Our authority to request this information is Internal Revenue Code sections 6011, 6061, 6109, and 6302 and the regulations thereunder. We use this information to identify you and record your reporting agent authorization. You are not required to authorize a reporting agent to act on your behalf. However, if you choose to authorize

a reporting agent, you are required to provide the information requested, including your identification number. Failure to provide all the information requested may prevent or delay processing of your authorization; providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement agencies and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

The time needed to complete and file Form 8655 will vary depending on individual circumstances. The estimated average time is 1 hour, 7 minutes.

If you have comments concerning the accuracy of this time estimate or suggestions for making Form 8655 simpler, we would be happy to hear from you. You can send us comments from [www.irs.gov/FormComments](http://www.irs.gov/FormComments). Or you can send your comments to Internal Revenue Service, Tax Forms and Publications Division, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send Form 8655 to this address. Instead, see *Where To File*, earlier.

## Contact Information

Company Legal Name **Morgan County Utah**

DBA Name (if applicable)

FEIN

Contact Person Name **Casey Basaker**

Phone: **801-845-4012** Email: **cbasaker@morgancountyutah.gov**

## Default Bank Account Information

Bank Name

Bank Address

Bank Routing Number

Bank Account Number

## Service Fees

Client authorizes isolved to debit Client bank account at the beginning of each month, or at any other time as previously agreed, for the service fees as well as any other additional fees agreed upon and rendered that are associated with the Documentation.

Use Default Bank Account       Not Applicable       Use Separate Account for Service Fees

Primary Contact \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank Phone Number \_\_\_\_\_

Bank Transit Routing Number: ABA# \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Bank Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*"Client" has the same meaning in this Client Electronic Funding Authorization ("Authorization") as "Employer" in the Documentation.

\*\*Client agrees that for any services or fees added or any other changes to Client's services after the Effective Date (as defined in the Documentation), isolved will use the Default Bank Account identified in this Authorization for withdrawals or debits associated therewith, unless Client amends this Authorization.

## Payroll ACH Processing

If the services provided hereunder include Direct Deposit Services, Client authorizes isolved to debit Client Accounts in the amount of the payments to be made on behalf of Client in accordance with the Documentation, including any Fees. The funds transfer from Client to isolved will occur on the first Business Day prior to the date that payroll deposits are to be made to the Payee Accounts (the "Check Date"). Client will arrange with isolved to transmit its payroll data including payroll amounts, payroll dates, employee bank account information, and any other information provided to isolved in connection with the Services (collectively, the "Payroll Data"). isolved will timely attempt to process but shall not be liable for stop payments and direct deposit debits requested by Client. isolved will retain the interest earned on Client funds held in an isolved account while payment of such funds to others is pending.

Client and Employee Authorizations. Client shall obtain and maintain, at its sole cost and expense, any and all licenses, permits and other authorizations necessary to perform its business and duties hereunder in a lawful manner including the debiting and crediting to the designated bank accounts of Client's employees (the "Payee Accounts") and the debiting of payments from the Client's authorized accounts (the "Client Accounts"). Prior to the first credit or debit to the account of any employee or other individual (a "Payee"), Client will obtain an Employee Direct Deposit and Debit Authorization in the form required or approved by isolved ("AEDDA") from such Payee. The AEDDA will include (i) authorization from such Payee to the initiation of credits and debits from any such Payee's account and (ii) an agreement from such Payee to repay and authorization to withhold from future checks that may be payable to such Payee, any funds deposited in error to such Payee Account that may not be available to reverse due to insufficient funds in such Payee's Account, closure of such Payee Account or other reason. Client will retain a copy of each AEDDA during the period such AEDDA is in effect and for two years thereafter and will furnish such copy to isolved upon request. Client represents and warrants to isolved and for the benefit of the bank originating (the "Originating Bank") debit/credit instructions on isolved's behalf, if applicable, that: (a) each credit and debit (reversing or correcting a prior payroll credit) to the account of a Payee is timely and has been authorized pursuant to an AEDDA signed by such Payee and held by Client; (b) at the time any debit/credit is made to the account of any such Payee, Client has no knowledge of the revocation or termination of such AEDDA; c) each debit to the account of a Payee is for a sum which is due and owing to Client, and that Client has the Payee's authorization to make the debit; (d) the amount indicated by Client as being owed to each Payee is in fact due and owing to such Payee; and (e) Client's electronic credit payments comply with United States laws and all other applicable laws.

The payment for Payroll ACH services rendered will be direct debited from Employer's bank account listed above or you can complete the information below if you would prefer a different account be used for your payroll and tax filing obligations

Use Default Bank Account       Not Applicable       Use Separate Account for Payroll ACH

Primary Contact		Title	
Phone	Email		
Bank Name	Bank Phone Number		
Bank Transit Routing Number: ABA#			
Bank Account Number			
Bank Address	City	State	Zip



This Authorization is executed pursuant to and shall be incorporated into as an integral part thereof, the Documentation between isolved and Client for the provision by isolved of certain administrative services related to certain Client benefit plans ("Benefit Plan(s)") and other services to Client, as such may be amended from time to time. Client hereby authorizes isolved to initiate debit entries and/or credits from time to time to the most recently provided Client bank account (or default bank account, whichever is provided last in time) on record with isolved for transactions associated with the Documentation, including but not limited to recurring service fee payments and/or reimbursements. Client must notify isolved of any change to the then current Client bank account on record with isolved by written notification to isolved as required by isolved no less than thirty (30) calendar days in advance of the desired effective date of the change. Client understands the National Automated Clearinghouse Association Rules ("NACHA Rules") and laws of the United States will apply and Client agrees to comply at all times with same. Client represents and warrants to isolved that Client's electronic credit payments comply with NACHA Rules and all applicable laws and isolved reserves the right to and Client agrees to allow isolved from time to time to audit Client's compliance with applicable laws. Client represents and warrants that it shall produce evidence of this Authorization and authorization of Payee Accounts upon request from isolved, the relevant bank any interested regulator(s).

**The person executing this Authorization on Client's behalf is a duly authorized representative of Client, with full power and authority to bind Client as set forth herein. isolved may at any time and for any reason terminate this Authorization after providing Client reasonable notice.** This Authorization shall remain in full force and effect until termination of the Documentation or written notice of the termination of this Authorization in such time and manner as to allow isolved and any third parties involved in the debit entries and/or credits a reasonable opportunity to act upon such notice.

---

Employer [Morgan County Utah](#)

---

Signature

---

Print Name [Casey Basaker](#)

---

Title

---

Date

---



**Dominion Payroll**<sup>®</sup>

# AUTHORIZATION to Access Data



Whereas, Morgan County Utah ("Client") has entered into a Payroll Processing Agreement with Dominion Payroll Services ("DPS") and Client has an existing relationship with another payroll provider and that payroll information is available on the internet, Client hereby authorizes DPS to access that payroll data solely for the purpose of converting Client's data to DPS. Client warrants that DPS is authorized to access this information and will indemnify and hold DPS harmless from any liability, loss, damage costs (including reasonable attorney's fees), fees, or fines arising from third party claims relating to DPS's access of this data for the purpose of conversion.

Name: Casey Basaker

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## REQUESTED DOCUMENTS



The information below details the documents that are needed for the next steps in the Implementation process. Please upload these documents using the secure button links below.

### Banking Information

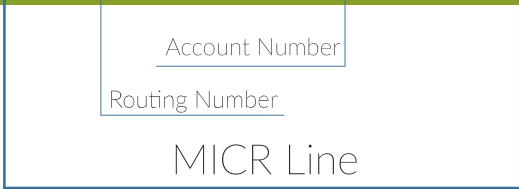
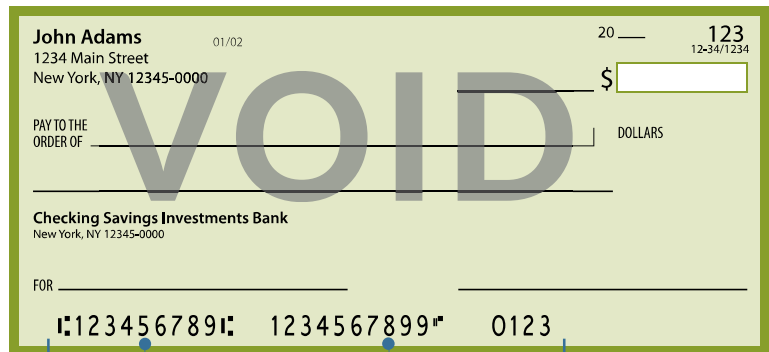
To process your payroll, we will require your MICR banking information - with your **routing number** and **account number**.

This information can be provided via:

1. Voided business check.

2. **If a voided business check is not available**, a bank letter confirming payroll bank account routing and account number with a MICR form from the client's bank to ensure that the proper check printing alignment is achieved during setup is acceptable.

3. **If no voided business check or bank letter is available**, we can accept a letter on the client's letterhead that has a wet signature from the client's check signer that list the payroll bank account routing and account number and a MICR form from the client's bank will still be required to ensure that the proper check printing alignment is achieved during setup. This letter must be received via the Secure File Exchange, it cannot be emailed.



**<- Upload Banking Information**





## REQUESTED DOCUMENTS



### IRS FEIN Verification

- **FOR NEW BUSINESSES**, an IRS Confirmation of Federal Employer Identification Number (Form SS-4).  
\* If Form SS-4 is not available, we can accept any letter from the IRS, IRS Notice, or a screenshot from the IRS website with the Legal Name, EIN, and current address.
- **FOR EXISTING BUSINESSES**, Form SS-4 or 147c  
\* If Form SS-4 or 147c are not available, we can accept any letter from the IRS, IRS Notice, or a screenshot from the IRS website with the Legal Name, EIN, and current address.

 **<- Upload IRS FEIN Verification**

### Payroll Check Signature(s)

Sign a white piece of paper with a black pen or sharpie - as you would sign on your company's check signature line. Please scan or take a photo of this signature and upload the signature below.

*\* If dual signatures are required on the checks, please place both on the piece of paper stacked one on the top and one on the bottom.*

#### Contract Signer's Information<sup>1</sup>

 **<- Payroll Check Signatures**

Full Name Casey Basaker Title \_\_\_\_\_

Phone Number 801-845-4012 Email cbasaker@morgancountyutah.gov

Company Legal Name Morgan County Utah

<sup>1</sup> Company Bank Account Signer/Contract Signer or Business Principal. \*You may receive a notification from Plaid, our bank verification tool, if you are newly registered with the IRS or if you are newly registered with the SCC.

### State Tax Notice

As part of our compliance with state and local tax laws, we are required to collect sales tax on applicable products and services unless your organization is exempt.

Yes, we are exempt.     We are not exempt.     **<- Submit your tax exempt certificate here.**





At Dominion Payroll, we are dedicated to providing you a seamless implementation process and award winning service. This document serves as a foundational blueprint to guide our collaborative effort of a successful implementation process. We appreciate your time and participation to provide this important information. Please do not hesitate to reach out if you need guidance or have any questions.

## General Company Information

Legal Company Name\*: Morgan County Utah

"Doing Business As" (DBA) Name\*: \_\_\_\_\_

Federal ID\*: \_\_\_\_\_

Core Business Hours: \_\_\_\_\_

### Industry Information

NAICS code \_\_\_\_\_ [Find your code here >> NAICS Search](#)

Does your company have a different fiscal year than the calendar year?  Yes  No

If so, when does your fiscal year start? \_\_\_\_\_

Has this company had prior payroll, or are you starting a new business?

Prior Payroll  New Business

*[For tipped businesses only]* If the employee does not claim enough tips to bring them to minimum wage, does the restaurant want us to:

**Declare more tips for employee** - employee and employer taxes are calculated on the additional tips, but the additional tip amount is not included in the employee's pay

**Pay Employee More** - this option increases the employee's pay to satisfy the minimum wage requirement.



## Company Location & Contact Information

### Legal Company Address\*

Address 1: \_\_\_\_\_ Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: <sup>UT</sup> \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Company Phone Number\*: \_\_\_\_\_ <sup>801-845-4012</sup>

Primary Delivery Address\* *Same as primary address?*  Yes  No

Address 1: \_\_\_\_\_ Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Do you have employees in more than one work location?  Yes  No

*If yes, please fill out the Work Locations Addendum.*

### Primary Contact Information\*

Full Name: **Casey Basaker** Title: \_\_\_\_\_

Email: **cbasaker@morgancountyutah.gov**

Phone Number: \_\_\_\_\_ <sup>801-845-4012</sup>

Will your company have additional authorized contacts?  Yes  No

*If yes, please fill out the Company Contacts Addendum.*

In order for our Tax onboarding team to serve you efficiently, please list which states you have payroll tax accounts in (state withholding and/or unemployment).

## Company Benefits

- |                                  |   |  |                              |
|----------------------------------|---|--|------------------------------|
| <input type="checkbox"/> Medical | <input type="checkbox"/> Vision                     | <input type="checkbox"/> Group Term Life | <input type="checkbox"/> HSA |
| <input type="checkbox"/> Dental  | <input type="checkbox"/> Deferred Comp (Retirement) | <input type="checkbox"/> Paid Time Off   | <input type="checkbox"/> FSA |



## Company Payroll Details

List the tiers of your organizational structure, separated by commas from largest to smallest  
(e.g. Division, Department, Team). \_\_\_\_\_

How frequently do you pay your employees? *If you have multiple frequencies, select all appropriate options.*

- Weekly, paid on **Select...** \_\_\_\_\_  Monthly, paid on \_\_\_\_\_
- Bi-weekly, paid on **Select...** \_\_\_\_\_  Quarterly, paid on \_\_\_\_\_
- Semi-monthly, paid on \_\_\_\_\_  Annually, paid on \_\_\_\_\_

What will the pay period and check date associated with your first live DP payroll run be?

Period Start Date: \_\_\_\_\_

Period End Date: \_\_\_\_\_

Check Date: \_\_\_\_\_

If check date falls on a weekend or holiday; select the preferred pay date below:

- Pay early       Pay late       Split date (Sat = Pay Fr or Sun = Pay Mon)

What days of the week are work days for your salaried employees?

- Sunday       Tuesday       Thursday       Saturday
- Monday       Wednesday       Friday

## Additional Important Information



Please fill out the provided contact form for each authorized contact you wish to add to the system.

## Primary Contact Information



Company Name: Morgan County Utah

Client ID: \_\_\_\_\_

Primary Contact Full Name Casey Basaker

Primary Contact Title: \_\_\_\_\_

Primary Contact Email: cbasaker@morgancountyutah.gov

Primary Contact Phone Number: 801-845-4012

## Additional Contact Information

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### Contact Type:

- |   |  |   |
|---|--|---|
| <input type="radio"/> Primary Contact               | <input type="radio"/> Billing/Invoice Questions          | <input type="radio"/> Tax Questions and Notices                   |
| <input type="radio"/> Business Owner                | <input type="radio"/> Receive DP Critical Communications | <input type="radio"/> 401k / Retirement                           |
| <input type="radio"/> Name listed on Tax forms      | <input type="radio"/> Receive DP News                    | <input type="radio"/> 3 <sup>rd</sup> party Benefits Broker       |
| <input type="radio"/> Processes/Reviews Payroll     | <input type="radio"/> Employment Verifications           | <input type="radio"/> 3 <sup>rd</sup> party CPA/Accountant        |
| <input type="radio"/> Direct Deposit Returns        | <input type="radio"/> General Ledger                     | <input type="radio"/> 3 <sup>rd</sup> party Financial/Tax Advisor |
| <input type="radio"/> Show on Employee Welcome page | <input type="radio"/> Human Resources                    | <input type="radio"/> 3 <sup>rd</sup> party HR Consultant         |
| <input type="radio"/> ACA Review and Approval       | <input type="radio"/> Location Manager                   | <input type="radio"/> Other 3 <sup>rd</sup> party Service Partner |
| <input type="radio"/> Employee Benefits             | <input type="radio"/> Workers Comp                       |   |

Comments



Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Contact Type:**

- Primary Contact
- Business Owner
- Name listed on Tax forms
- Processes/Reviews Payroll
- Direct Deposit Returns
- Show on Employee Welcome page
- ACA Review and Approval
- Employee Benefits
- Billing/Invoice Questions
- Receive DP Critical Communications
- Receive DP News
- Employment Verifications
- General Ledger
- Human Resources
- Location Manager
- Workers Comp
- Tax Questions and Notices
- 401k / Retirement
- 3<sup>rd</sup> party Benefits Broker
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- 3<sup>rd</sup> party HR Consultant
- Other 3<sup>rd</sup> party Service Partner

Comments

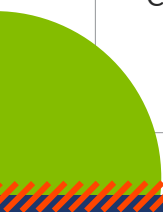
Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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- Other 3<sup>rd</sup> party Service Partner

Comments





Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Contact Type:**

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- Other 3<sup>rd</sup> party Service Partner

Comments

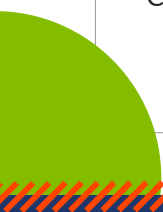
Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Contact Type:**

- Primary Contact
- Business Owner
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- 3<sup>rd</sup> party Financial/Tax Advisor
- 3<sup>rd</sup> party HR Consultant
- Other 3<sup>rd</sup> party Service Partner

Comments





## Additional Company Location(s)

Location Name:

Address Line 1:  Address Line 2:

City:  State:  Postal Code:

Receives Payroll Deliveries:

Delivery Contact Name<sup>1</sup>:

Location Name:

Address Line 1:  Address Line 2:

City:  State:  Postal Code:

Receives Payroll Deliveries:

Delivery Contact Name<sup>1</sup>:

Location Name:

Address Line 1:  Address Line 2:

City:  State:  Postal Code:

Receives Payroll Deliveries:

Delivery Contact Name<sup>1</sup>:

<sup>1</sup>Please include full contact information details for and delivery contacts on the Company Contacts Addendum.



Human Capital Management for: **Morgan County Utah**  
 (200 Employees, Bi-Weekly)

---

Base Charge .....	\$0.00
<i>Included</i>	
PEPM .....	\$2500.00
<i>\$0.00 base charge, plus \$12.50 per active employee</i>	
Employee Pays .....	\$0.00
<i>Included</i>	
Employer Services - HRIS .....	\$0.00
<i>Included</i>	
Electronic Transmittal .....	\$0.00
<i>Included</i>	
Onboarding .....	\$0.00
<i>Included</i>	
Offboarding .....	\$0.00
<i>Included</i>	
Attract and Hire .....	\$0.00
<i>Included</i>	
Accruals and Absences .....	\$0.00
<i>Included</i>	
Time - iSolved with Basic Scheduling .....	\$0.00
<i>Included</i>	
Time - Geofencing .....	\$0.00
<i>Included</i>	
Employee Navigator Integration .....	\$0.00
<i>Included</i>	
GL - Reporting .....	\$0.00
<i>Included</i>	
The Work Number .....	\$0.00
<i>Included</i>	
FinFit .....	\$0.00
<i>Included</i>	
Giving and Volunteering .....	\$0.00
<i>Included</i>	
ZayZoon .....	\$0.00
<i>Included</i>	

---

**Total Costs Per Month** **2,500.00**

**One-Time Fees:**

Implementation - Payroll ..... \$1500.00



**Total One-Time Fees**

**\$1,500.00**

**Periodic Fees:**

Active Employees (Not Paid) : *\$2.00 per active employee not paid*

Annual Maintenance Fee : *\$299.00*

FinFit : *Included*

Delivery - Live Check : *\$25.00*

New Hire Reporting : *Included*

Professional Services - W-2's : *\$65.00 base charge, plus \$5.00 per form*

Tax - Quarterly Filing : *\$50.00*

Third Party Payments/Garnishments : *\$3.00 per transaction*

**Notes:**

This quote is valid for 30 days from the date presented.

\_\_\_\_\_  
Client Signature

*This quote is valid for 30 days from the date presented.*



June 19, 2025

Utah Counties Indemnity Pool  
Attn: Executive Director and Board  
5397 S. Vine Street  
Murray, UT 84107

**RE: Notice of Withdrawal from Workers' Compensation Program**

Dear UCIP Board Members,

Pursuant to a resolution adopted by our governing body, this letter serves as formal notice of Morgan County's intent to withdraw from participation in the Workers' Compensation program currently administered through the Utah Counties Indemnity Pool. Our requested effective date of withdrawal is January 1, 2026.

We understand that UCIP's Interlocal Agreement outlines notice and withdrawal procedures for joint purchase programs and the Property/Casualty self-insurance program. While the agreement does not explicitly reference workers' compensation coverage within those sections, we are providing this advance written notice out of courtesy and in alignment with the general timelines noted in the agreement.

We respectfully request that UCIP not bind or fund any workers' compensation coverage for Morgan County for the January 1, 2026 policy term. Should any further documentation or coordination be required to facilitate this transition, we would be happy to cooperate.

Sincerely,

Casey Basaker  
Human Resources Manager  
Morgan County

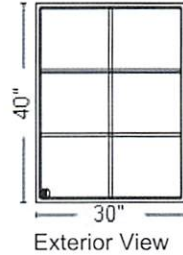
THE BROKERAGE  
 3075 SOUTH MAIN  
 SALT LAKE CITY, UT 84115

Phone # 801-487-9994  
 Fax # 801-487-9555

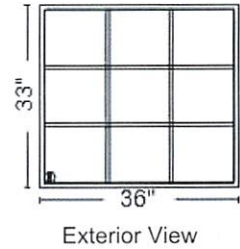


QUOTE #	QUOTE DATE	QUOTED BY	Project Name	SHIP VIA
3460175	4/14/2026	racannheiner	RaeAnn	Will Call
AMSCO #	ORDER DATE	ORDERED BY	Quote Name	Expiration Date
	Quote Not Ordered		Morgan County	4/14/2026

LINE #	DESCRIPTION	QUANTITY	PRICE	ExtPrice
100-1	<b>RO:</b> 30.5" X 40.5" <b>Overall Unit:</b> 30" X 40"	40	\$367.35	\$14,694.00
	30 x 40 - Studio Flush Fin Direct Set U-Value: 0.31 SHGC: 0.3 VT: 0.56 CR: 58 \ STC: 28 OITC: 23 EWR: 29 Structural: CW-PG35 Air: 0.01 Water: 12 Test Report: 310-3235			
<b>Room Location</b>	Complete Unit, Bronze/White, 1" Insulated, CozE (LowE), DS over DS, 2501 to 6500, Super Spacer, 5/8" Flat, Rectangular, Bronze/White Grids, 2W3H per lite, Protective Wrap CPD: AMS-A-57-02153-00003 (PW)			



LINE #	DESCRIPTION	QUANTITY	PRICE	ExtPrice
200-1	<b>RO:</b> 36.5" X 33.5" <b>Overall Unit:</b> 36" X 33"	2	\$367.35	\$734.70
	36 x 33 - Studio Flush Fin Direct Set U-Value: 0.31 SHGC: 0.3 VT: 0.56 CR: 58 \ STC: 28 OITC: 23 EWR: 29 Structural: CW-PG35 Air: 0.01 Water: 12 Test Report: 310-3235			
<b>Room Location</b>	Complete Unit, Bronze/White, 1" Insulated, CozE (LowE), DS over DS, 2501 to 6500, Super Spacer, 5/8" Flat, Rectangular, Bronze/White Grids, 3W3H per lite, Protective Wrap CPD: AMS-A-57-02153-00003 (PW)			



U-Values, Visual Light Transmittance and Solar Heat Gain values listed are NFRC certified.

**Windows are viewed from exterior.**

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT	QUOTE
RaeAnn	Morgan County

Customer Sub	\$15,428.70
Labor:	\$4,200.00
Freight :	\$0.00
Tax:	\$0.00
<b>TOTAL:</b>	<b>\$19,628.70</b>



# Advanced Window Products

3052 South 460 West, Salt Lake City, UT 84115 • Phone 801-886-8000 • 800-246-9355  
 Contractor License #13126340-5501 • www.AdvancedWindows.com  
**\$ FACTORY DIRECT TO YOU \$**

## SALES CONTRACT

Customer: Morgan City  
 Job Address: Como Springs Fairgrounds  
 City: Morgan Zip: 84  
 Phone: Brett Heiser 801-821-1495 Phone: Joel - 385-561-1115  
 Email: \_\_\_\_\_ Lead Test: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ Year Built: \_\_\_\_\_

Page 1 of 1  
 Customer P.O. \_\_\_\_\_  
 Date Written 5-13-26  
 Salesman Darin

Location	Type	Size		Net Size of Unit	FIN	Color	Glass Type	Temp	Grid	Operation From Outside	Storms	Wraps
		Width	Height									
1	BARN (40)	2	3			Brace over wpt	LOWE 366	NO	3X3	□	NO	NO
2	I (2)	3	3			I	I	NO	3X3	I	I	I
3												
4												
5												
6												
7												
8												
9	Dark TAN option											
10	\$27,495.00											
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

1. Verification. Customer must verify contract specifications described above carefully. Items are custom built and are not subject to cancellation, exchange, or alteration by Customer. Customer agrees to pay for all such items.  
 2. Additions. Any additional services or merchandise provided at the request of the Customer, and not specifically listed herein, must be in writing and will be charged for separately.  
 3. Surplus Material. All surplus material is property of Advanced Window Products, Inc. ("AWP").  
 4. Compliance with Laws and Regulations. Customer is solely responsible to adhere to all applicable local, state, and federal law, and applicable historical society, homeowner association, and/or other restrictive covenants and conditions, and is solely liable for violations of the same in connection with Customer's requested items provided and/or installed by AWP. Without limiting the foregoing, Customer is responsible to make certain that windows, doors and other similar products included in this Contract are installed in accordance with federal, state and local safety glazing standards and ingress/egress codes.  
 5. Damage During Installation. AWP is not responsible for damage to stucco, sheet rock, plaster, tile, or wood during the installation process due to natural deterioration of the existing home/stucco. Further, AWP is not responsible for damage to such materials, or for broken glass, resulting from Customer's installation, maintenance, or repair of such products and materials supplied by AWP.  
 6. CUSTOMER'S RIGHT TO CANCEL. ON ORDERS MARKETED THROUGH FACE TO FACE SOLICITATIONS AT CUSTOMER'S RESIDENCE OR PLACE OF EMPLOYMENT, IF CUSTOMER DOES NOT WANT THE MATERIALS OR INSTALLATION SERVICES CONTRACTED FOR, CUSTOMER MAY CANCEL THIS CONTRACT UNTIL MIDNIGHT OF THE 3RD BUSINESS DAY (SATURDAY BEING A BUSINESS DAY) ON WHICH THE CUSTOMER SIGNS THE CONTRACT BY MAIL POSTMARKED BY MIDNIGHT OF THE 3RD BUSINESS DAY BY LETTER OF CANCELLATION WITH NOTARY ONLY AND MAILED TO ADVANCED WINDOW PRODUCTS, 3052 SOUTH 460 WEST, SLC, UTAH 84115 OR IN PERSON AT AWP'S PLACE OF BUSINESS WITH VALID PICTURE I.D. EXCEPT AS PROVIDED IN THIS PARAGRAPH, CUSTOMER SHALL NOT HAVE THE RIGHT TO CANCEL THIS CONTRACT.  
 7. Conditions of Sale. If collection is made by suit or otherwise, Customer agrees to pay all collection costs, including but not limited to interest (at the rate of 1.5% per month) and attorney's fees and, to the extent permitted by applicable law, hereby waives all rights to claim exemption under state laws.  
 8. Force Majeure. AWP will not be liable for delays caused by strikes, weather conditions, delays in obtaining materials or causes beyond its control.  
 9. Limitation of Liability. IN NO EVENT WILL AWP BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE OR ARISING OUT OF ANY LEGAL THEORY, WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL AWP BE LIABLE TO CUSTOMER IN AN AMOUNT EXCEEDING THE CONTRACT PRICE UNDER THIS CONTRACT. THESE LIMITATIONS INCLUDE ANY AND ALL OF CUSTOMER'S CLAIMS.  
 10. WARNING: Screen will not stop child from falling out of window. Keep child away from open window.  
 11. Arbitration. Customer agrees that any controversy or claim arising out of or relating to this Contract shall be settled by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.  
 12. ENTIRE AGREEMENT. THESE TERMS AND CONDITIONS SHALL SUPERSEDE ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED ON ANY PURCHASE OR CONFIRMATION ORDER, OR OTHER WRITING CUSTOMER MAY GIVE OR RECEIVE, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS, TERMS AND CONDITIONS OF THIS CONTRACT. EXCEPT TO THE EXTENT PROVIDED IN ANY WRITTEN LIMITED LIFETIME WARRANTY FURNISHED BY AWP TO CUSTOMER IN CONNECTION WITH CUSTOMER'S PURCHASE, AWP MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SUBJECT MATTER OF THIS CONTRACT. THIS CONTRACT MAY NOT BE CHANGED OR MODIFIED ORALLY.  
 13. AWP will not be held responsible for any modifications to window/door openings by home owner after the final measurement by AWP has been taken.

Total	\$40,625.00
Discount	(\$5,000)
Contract Total	\$35,625.00
Down Payment	\$15,000.00
Balance Due	\$20,625.00
Finance Balance Due	
WF/EB Account #	

Method of Payment:  Cash  Check  Finance  Credit Card  ACH Type: Brick \_\_\_\_\_ Siding \_\_\_\_\_ Wood \_\_\_\_\_ Stucco \_\_\_\_\_ Foundation \_\_\_\_\_

Measurement Notes: \_\_\_\_\_ Measurement Date: \_\_\_\_\_

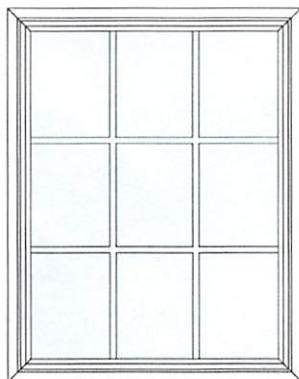
Customer \_\_\_\_\_ Date \_\_\_\_\_ Salesman \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Quote Name:</b>	MORGAN COUNTY FAIRGROUNDS BZ/WH	<b>Quote Number:</b>	SQPHRW006937_1
<b>Customer:</b>	Moyes Glass & Bldg Sply	<b>Created Date:</b>	5/14/2026
<b>Payment Terms:</b>		<b>Modified Date:</b>	5/14/2026
<b>Sales Representative:</b>	Jacob Widdison <b>Mobile:</b> j.widdison@moyesglass.com	<b>PO Number:</b>	
<b>Weighted Average:</b>	U-Factor: 0.3, SHGC: .29, VT: .56	<b>Total Windows:</b>	42
<b>Comments:</b>		<b>Total Doors:</b>	
		<b>Total Sq Ft:</b>	416.00
		<b>Total Perim Ft:</b>	544
		<b>Est. Delivery:</b>	_____

For warranty information please visit [www.milgard.com/warranty/](http://www.milgard.com/warranty/)

Billing Information		Shipping Information	
<b>Name:</b>	Moyes Glass & Bldg Sply	<b>Name:</b>	Moyes Glass & Bldg Sply
<b>Address:</b>	1590 Wall Ave Ogden, UT 84404-5639	<b>Address:</b>	1590 Wall Ave Ogden, UT 84404-5639
<b>Phone:</b>		<b>Phone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>		<b>Email:</b>	

**Line:** 1      **Location:**  
**Quantity:** 40      V150, 6370B, PWR, Standard Z-Bar, Ext Bronze / Int White, U-Factor: .30, SHGC: .29, VT: .56  
 Flat, Ext Bronze / Int White, Colonial 3W3H  
 Ext Bronze / Int White  
 Standard Z-Bar



Viewed From Exterior

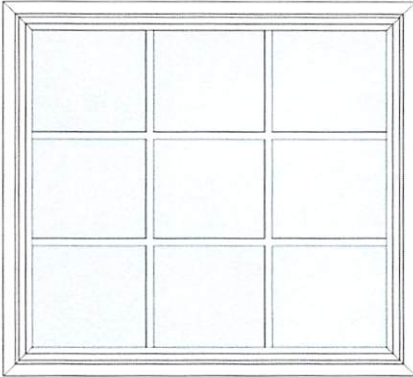
Model = Slider Picture  
 Size = Net Frame: 32" x 42"  
 Energy Star Zone(s) = None  
 Glass = 1/8" SunCoat (Low-E) over 1/8" Clear with Black EdgeGardMAX Spacer  
 Glazing = 3/4" OA Dual Glaze with Capillary Tube  
 Grids = Flat, Ext Bronze / Int White, Colonial 3W3H  
 Other Options = Lifetime Limited Warranty, Standard Glazing Bead  
 Ratings = STC: 27, OITC: 22, PG: CW-PG45  
 Calculations = Unit Area (Sq. Ft.): 10, Unit Perimeter (nominal in lineal ft): 13'  
 Other Ratings = CPD: MIL-A-152-13927-00002

**Item Total:** \$626.06  
**Line Total:** \$25,042.34

**Customer Approval:** \_\_\_\_\_

**Line:** 2  
**Quantity:** 2

**Location:**  
V150, 6370B, PWR, Standard Z-Bar, Ext Bronze / Int White, U-Factor: .30, SHGC: .29, VT: .56  
Flat, Ext Bronze / Int White, Colonial 3W3H  
Ext Bronze / Int White  
Standard Z-Bar



Viewed From Exterior

Model = Slider Picture  
Size = Net Frame: 36" x 33"  
Energy Star Zone(s) = None  
Glass = 1/8" SunCoat (Low-E) over 1/8" Clear with Black EdgeGardMAX Spacer  
Glazing = 3/4" OA Dual Glaze with Capillary Tube  
Grids = Flat, Ext Bronze / Int White, Colonial 3W3H  
Other Options = Lifetime Limited Warranty, Standard Glazing Bead  
Ratings = STC: 27, OITC: 22, PG: CW-PG45  
Calculations = Unit Area (Sq. Ft.): 8, Unit Perimeter (nominal in lineal ft): 12'  
Other Ratings = CPD: MIL-A-152-13927-00002

**Item Total:** \$584.69  
**Line Total:** \$1,169.39

**Customer Approval:** \_\_\_\_\_

Submitted By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Material Subtotal: \$26,211.73

LABOR: \$7,350.00

**Grand Total (USD): \$33,561.73**

For warranty information please visit [www.milgard.com/warranty/](http://www.milgard.com/warranty/)

Please note that actual NFRC energy values may vary from those reported in CTB Quote Plus due to variations that may occur during the manufacturing process. In most cases variations will be minimal. Please contact your Milgard location with questions or concerns regarding this potential variation.

Painted Vinyl Note: For stucco applications, please follow the Milgard Stucco Tape Guidelines [https://www.milgard.com/sites/milgard/files/u/u57666/stucco\\_taping\\_guidelines\\_0920.pdf](https://www.milgard.com/sites/milgard/files/u/u57666/stucco_taping_guidelines_0920.pdf).

Handing is viewed from outside looking in.

ADDITIONAL INFORMATION:



## 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](mailto: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: 5/19/26 Time Requested: 5 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** – *Wasatch Peaks Ranch Plat 3A First Amendment*: Request for final plat approval for 13 single family lots.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION   
DECISION   
BOTH   
INFORMATION ONLY

PUBLIC HEARING   
PUBLIC MEETING



**COUNTY COMMISSION  
STAFF REPORT**

Final Plat  
May 19, 2026

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Wasatch Peaks Ranch Plat 3A - First Amendment  
May 19, 2026  
Public Meeting  
File #26.009

Applicant/Owner: Brian Nestoroff/WPR  
Project Location: 5223 W. Wasatch Peaks Road  
Parcel Numbers: 00-0092-5782, 00-0092-5769, 00-0092-5763, 00-0092-5764, and 00-0094-0283  
Serial Numbers: 12-WPR3-0010, 12-WPR3D-0055, 12-WPR3D-0049, 12-WPR3D-0050, and 12-004-020-01-2  
Current Zoning: Resort Special District (RSD)  
Acreage: 25.90

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**REQUEST:**  
Request for final plat approval for 13 single family lots.

**ATTORNEY GUIDANCE:**

**Administrative Review:**

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

**Applicable law:**

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

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

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

*Utah Code Ann. § 17-79-803(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 Wasatch Peaks Ranch Plat 3A - First Amendment. 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 thirteen (13) single family lots within the Wasatch Peaks Ranch Plat 3A - First Amendment. The plat contains 25.90 acres with two parcels containing 1.723 acres. The property's general location is 5223 W. Wasatch Peaks Road in the Peterson area. Building Activity Envelopes (BAE) are defined for each lot. The size of the lots ranges from 32,000 sq. ft. to 167,000 sq. ft.

Utility, public infrastructure, road, and fire services will be provided by the Wasatch Peaks Ranch (WPR) Utility District, the WPR Public Infrastructure District, and the WPR Road and Fire District.

## **DISCUSSION:**

This final plat is consistent with the uses and layout as required by the applicable MCC Subdivision Standards and the WPR Development Agreement.

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><b>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-29 states the following:</b></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><b>155.414: OTHER REQUIRED INFORMATION:</b></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><b>155.415: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:</b></p>		
<p><b>A</b></p>	<p><b>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</b></p>	<p>Complies</p>

	<p>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>B</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	
<b>C</b>	<p>The plat shall contain a north arrow and scale of the drawing and the date.</p>	Complies	
<b>D</b>	<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.
<b>E</b>	<p>An accurate and complete survey, which conforms to Utah state law.</p>	Complies	The survey has been completed.
<b>F</b>	<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	
<b>G</b>	<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	
<b>H</b>	<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	
<b>I</b>	<p>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</p>	Complies	

	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.		
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: <ol style="list-style-type: none"> <li>1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties;</li> <li>2. All right of way monuments at angle points and intersections as approved by the county surveyor.</li> </ol>	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: <ol style="list-style-type: none"> <li>1. Professional land surveyor's "certificate of survey".</li> <li>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, 20 .</i></p> <p style="text-align: center;"><i>(Add appropriate acknowledgments)</i></p> </li> <li>3. Notary public's acknowledgement for each signature on the plat.</li> <li>4. A correct metes and bounds description of all property included within the subdivision.</li> <li>5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if</li> </ol>	Complies	

	<p>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>		
<b>O</b>	<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	
<b>P</b>	<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><b>(Ord. 10-16, 12-14-2010)</b></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: Not yet reviewed.

Recorder: Comments received and recommend approval.

### Recommended Motions

**Motion for *Approval*** – “I move we approve the Wasatch Peaks Ranch Plat 3A - First Amendment, application #26.009, allowing for 13 single family lots located at approximately 5223 W. Wasatch Peaks Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated May 19, 2026.”

**Motion for *Approval with Conditions*** – “I move we approve the Wasatch Peaks Ranch Plat 3A - First Amendment, application #26.009, with conditions, allowing for 13 single family lots located at approximately 5223 W. Wasatch Peaks Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated May 19, 2026, and the following conditions:”

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

**Motion for *Denial*** – “I move we deny the Wasatch Peaks Ranch Plat 3A - First Amendment, application #26.009, not allowing for 13 single family lots located at approximately 5223 W. Wasatch Peaks Road in unincorporated Morgan County, *due to the following findings:*”

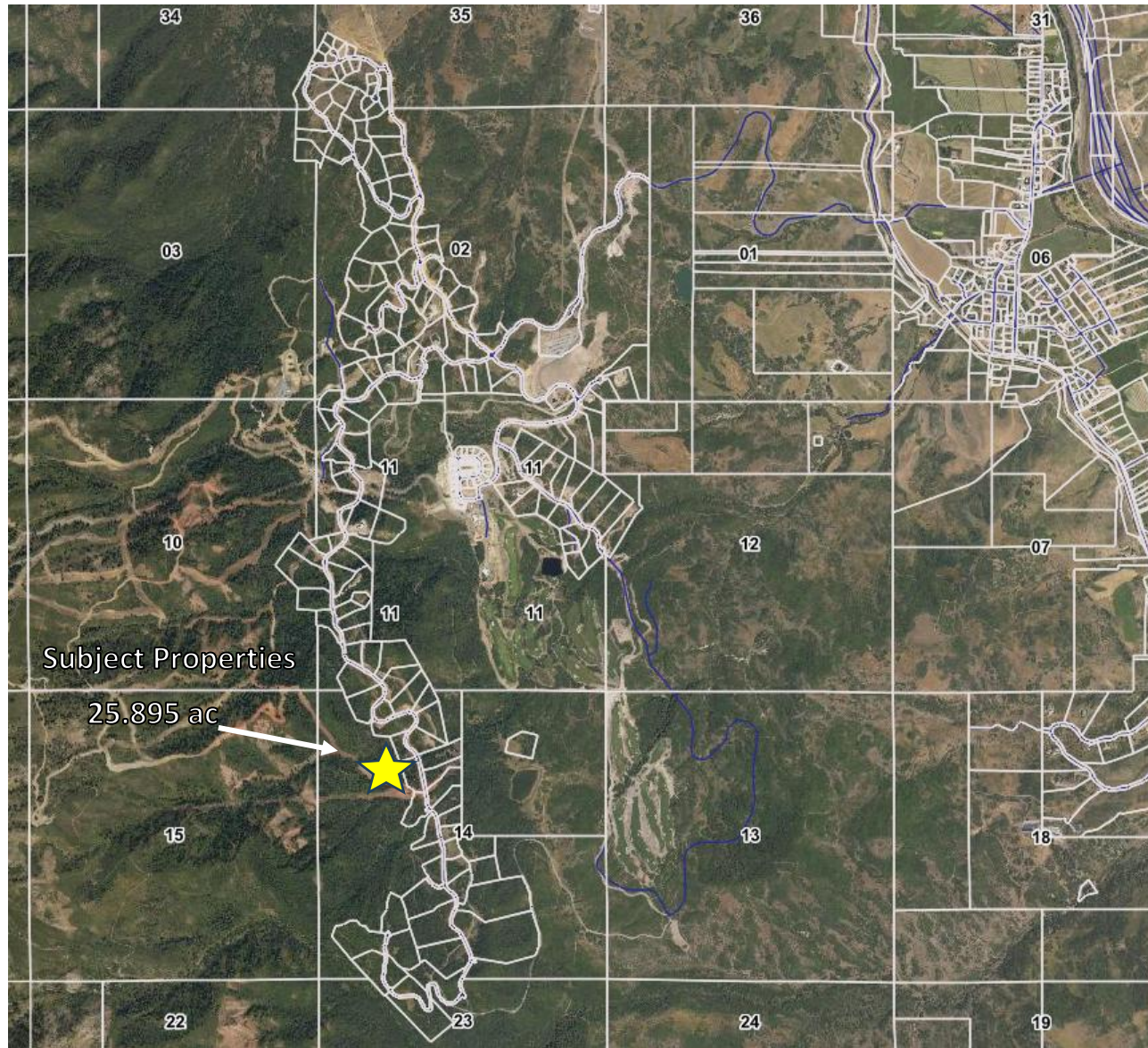
### Attachments:

Attachment A: Aerial Vicinity Map

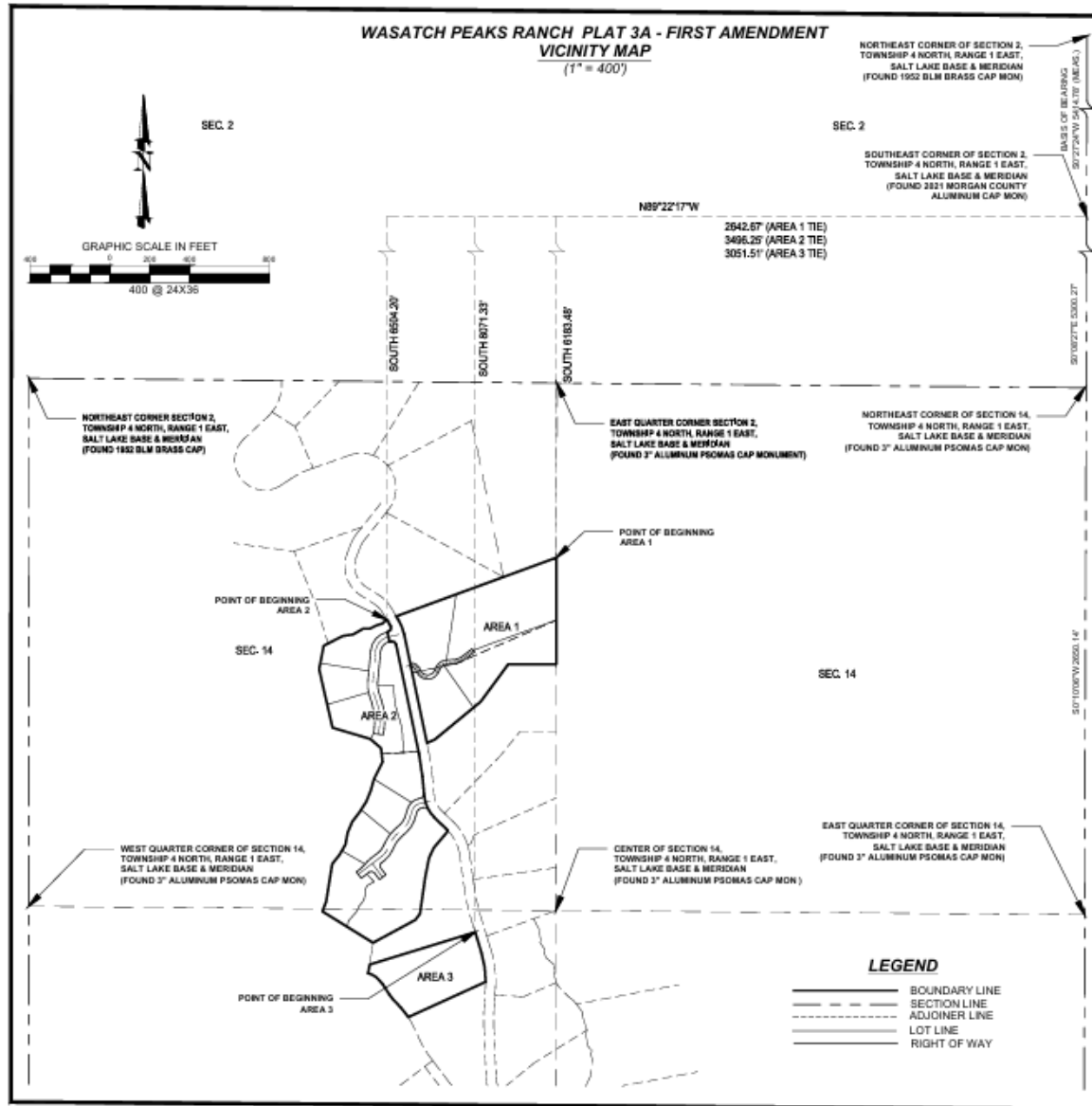
Attachment B: Plat Vicinity Map

Attachment C: Proposed Final Plat Wasatch Peaks Ranch Plat 3A – First Amendment

**Attachment A: Aerial Vicinity Map**



# Attachment B: Plat Vicinity Map





## **REQUEST FOR QUALIFICATIONS (RFQ)**

**Project Title:** 2026 County Transportation Master Plan (TMP) and Impact Fee Facilities Plan (IFFP)

**Entity:** Morgan County, Utah

**Solicitation Number:** RFP-2026-IFFP/TRANSP

**Issue Date:** March 5<sup>th</sup>, 2026

**Closing Date:** April 1<sup>st</sup>, 5:00 PM MST

### **1. PROJECT OVERVIEW**

The County is seeking proposals from qualified consulting firms to develop a comprehensive **Transportation Master Plan (TMP)** and a legally defensible **Impact Fee Facilities Plan (IFFP)**. The primary goal is to establish a 20-30 year multi-modal vision while identifying growth-related infrastructure needs for the next 6-10 years to support the assessment of impact fees.

### **2. SCOPE OF WORK**

The selected consultant shall perform the following tasks:

#### **Task A: Data Collection & Level of Service (LOS) Analysis**

- Perform an inventory of existing transportation infrastructure (roadways, trails, transit).
- Establish existing and future **Level of Service (LOS)** standards to identify current deficiencies versus growth-related needs.
- Collect and analyze traffic counts at key locations and coordinate with UDOT and regional partners like MAG or WFRC.

#### **Task B: Transportation Master Plan (TMP) Development**

- **Travel Demand Modeling:** Utilize regional models to project future traffic volumes based on land use and zoning.
- **Multi-Modal Strategy:** Develop recommendations for vehicular, active transportation (bike/ped), and transit improvements.
- **Capital Facilities Plan (CFP):** Identify a prioritized list of projects through build-out with planning-level cost estimates.

#### **Task C: Impact Fee Facilities Plan (IFFP)**

- Identify infrastructure projects specifically required to serve **new development** over a 6-10 year horizon.
- Calculate the percentage of project costs attributable to new growth versus existing deficiencies.
- Ensure all documentation complies with the **Utah Impact Fees Act** (Title 11, Chapter 36a).

#### **Task D: Public Engagement & Adoption**

- Facilitate a public involvement plan, including stakeholder workshops and open houses.
- Present final drafts to the County Commission and Planning Commission for official adoption.

### **3. PROPOSAL REQUIREMENTS**

Proposals must be organized as follows:

1. **Cover Letter:** Summarizing the firm's qualifications and key personnel.
2. **Firm Experience:** Proven track record with Utah TMP/IFFP projects and references.
3. **Project Approach:** Detailed methodology for achieving the goals outlined in the scope.
4. **Project Schedule:** Timeline with major milestones (e.g., draft reports, public meetings).
5. **Cost Proposal:** Separately sealed itemized budget by task and hourly rates.

### **4. EVALUATION CRITERIA**

Proposals will be ranked based on:

- Qualifications and experience of the project team **(30%)**
- Demonstrated understanding of the scope and Utah legal requirements **(30%)**
- Technical approach and innovative planning strategies **(25%)**
- Project schedule and ability to meet deadlines **(15%)**

### **5. SUBMISSION**

- **Submission Deadline:** April 1<sup>st</sup>, 2026 5pm MST
- **Place of Submission:**

- **Hard Copies:** Morgan County Manager, 48 W Young Street – Box 886, Morgan, UT 84050.
- **Email (Preferred):** [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

## **6. INCOMPLETE or LATE PROPOSALS**

Proposals that are determined to be incomplete, or that are turned in after the deadline may be rejected.

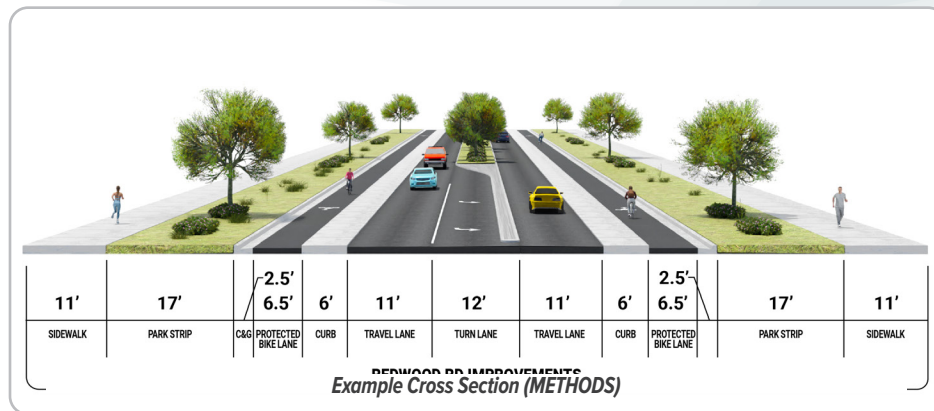
## **7. DISCLAIMER**

The County reserves the right to reject any and all proposals or re-bid the project. The County also reserves the right to waive any or all informalities in proposals. Morgan County reserves the right to negotiate a final term with the successful proponent.

# 3. PROJECT APPROACH

## TASK A DATA COLLECTION & LEVEL OF SERVICE (LOS) ANALYSIS

We will start by performing a review of the inventory of existing transportation infrastructure by reviewing roadway networks and cross sections. Once we fully understand the existing infrastructure, we will work with the county to identify all previous transportation studies and plans. We will summarize each of these previous planning studies and isolate the relevant concepts, intentions, goals, and objectives developed by these plans, and incorporate them into the TMP. These past planning efforts and existing conditions will form foundational elements from which the TMP will build upon. For the County TMP to be comprehensive and relevant, it must be responsive to the transportation needs and current planning efforts of the community.



We will work with the county to establish a baseline Level of Service (LOS), then using the travel demand model, forecast traffic volumes into the future to clearly understand what issues are related to current deficiencies or future growth.

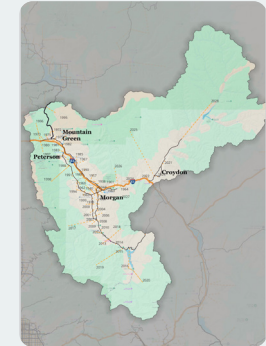
METHODS will collect 24-hour traffic counts at two locations within the County (based upon coordination with County staff). Our team will also evaluate available data from UDOT, the County, the cities, and other sources. METHODS will utilize existing data sources to document relevant transportation information (traffic volumes, speeds, vehicle classification, crash data, turning movement counts, bicycle and pedestrian counts, and other available information). This data will be supplemented with available passively-collected data sets to evaluate larger transportation trends. All of this data will be used to illustrate the current state and recent trends in the transportation environment in the County. All maps, information, and analysis results will be incorporated into GIS format and shared with Morgan County.

**DELIVERABLE:** Review of previous plans and studies document, Existing Roadway LOS Map, Updated existing functional classification and intersection control map.

## TASK B TRANSPORTATION MASTER PLAN (TMP) DEVELOPMENT

### TRAVEL DEMAND MODELING

METHODS will conduct a comprehensive review of the Utah Statewide Travel Model (USTM) to ensure consistency and alignment with the goals of the Transportation Master Plan (TMP). This effort will include a detailed assessment of the roadway network, centroid connectors, Transportation Analysis Zones (TAZs), and socio-economic data. Our team has already started reviewing the model within Morgan County, and are brainstorming key roadways and modifications that should be made to this model.



METHODS will work closely with Morgan County to better understand current zoning and planned land use, projected development and population, and areas of growth in the County to update the socio-economic data in the model. Based on the findings of the model review and the needs of the TMP, we will update and refine the travel demand model to reflect current and forecasted conditions. Model updates will include updated road classifications, lane configurations, user characteristics, transit facilities, traffic analysis zones, socio-economic data, and land use data. The model enhancements will ensure the accuracy of future travel demand forecasts and support scenario-based evaluation of roadway and transit improvements.

**DELIVERABLE:** Updated Morgan County specific travel demand model with LOS results for 2026, 2036, and 2050.

### CAPITAL FACILITIES PLAN (CFP)

#### Future Transportation Needs

Using the traffic modeling completed previously, intersection bottleneck locations and roadways with poor LOS will be evaluated to identify potential projects that will address the deficiencies. These capacity projects will be detailed and prioritized according to travel demand and projected failure. Other project types will also be evaluated and categorized to allow the City to plan for and implement transportation improvements in the future. We will classify these into phases consistent with the MAG long range transportation plan.


**DELIVERABLE:** Future transportation needs table including roadway, intersection, active transportation, transit, and safety projects, project cost estimates and phasing will be included.

## TASK C IMPACT FEE FACILITIES PLAN (IFFP)

### IMPACT FEE FACILITIES PLAN (IFFP)


#### Create Impact Fee Facilities Plan

METHODS has developed dozens of IFFP's throughout the state and are experts in transportation impact fees. We will identify and calculate the impact fee eligibility of transportation projects in Phase 1 of the CFP. This calculation will be directly tied to the percentage of costs attributed to new growth versus existing deficiencies. We will prepare and certify the IFFP and work closely with LRB to finalize the impacts. Our team will coordinate and meet with the Utah Home Builders Association to present the impact fee process, receive feedback, and achieve buy-in.

 **DELIVERABLE:** Transportation Impact Fee Facilities Plan.


### COORDINATE ON IMPACT FEE ANALYSIS (IFA)

We have worked with LRB on multiple impact fee projects and are confident in our ability to provide them with the transportation information they need to develop impact fees that are accurate and defensible against challenges. LRB will coordinate with Morgan County on transportation bond payments, existing transportation impact fee account balances, asset list (if excess capacity exists on any roads) and current fee schedules. LRB will finalize the impact fee calculations, ensure they comply with Utah Impact Fees Act (Title 11, Chapter 36a), and certify them.

 **DELIVERABLE:** Provide all necessary info from TMP and CFP for Impact Fee Analysis

## TASK D PUBLIC ENGAGEMENT & ADOPTION

For formal adoption, METHODS will guide Morgan County through the County Commission. We will attend one (1) County Commission meeting to adopt the TMP. We will coordinate with the County in advance to confirm all procedural requirements of the Utah Impact Fees Act are satisfied, and will provide staff with the tools they need to ensure a straightforward adoption process.

 **DELIVERABLE:** Final drafts of reports, presentation to County Commission.

## VALUE ADDED ITEMS

### ◆ ONLINE STORYMAP

METHODS has created dozens of storymaps for TMPs and other transportation projects. We will create an online storymap to inform staff, stakeholders, and the public on key elements of the transportation master plan.

### ◆ DRONE PHOTOS

We have found that drone photos and video can help show difficult concepts, identify queuing issues, and illustrate operations more clearly and easily than other figures. We also use drone photos for the website, document, and other presentation materials.

### ◆ SB-195 CONNECTIVITY ANALYSIS

In 2025 the Utah legislature passed a bill that requires all cities & counties to update their transportation master plan or general plan to identify and address priority connections that are inhibited by a physical barrier. We will evaluate the county for these priority connections and identify those barriers, along with possible solutions. We have fulfilled the SB-195 requirement for many cities & counties across the state and know what is required and how to report it to the metropolitan planning organizations to meet state requirements.

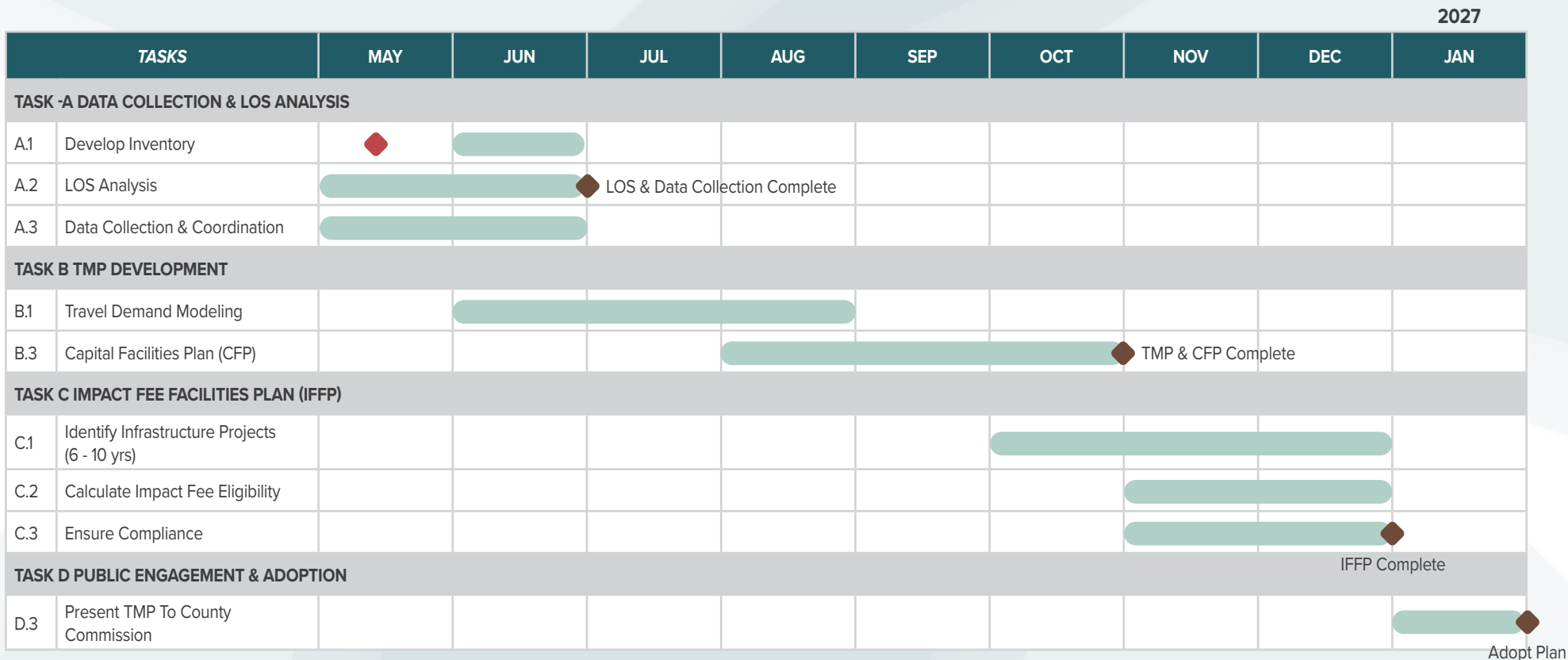
### ◆ POTENTIAL FUNDING SOURCES

We will help identify funding sources for the TMP and implementation projects. We recently helped acquire funding for the Mountain Green Interchange, assisted Salem City to get funding for the SR-164 / I-15 Interchange Environmental Study, and helped Mapleton City get over \$1.7 Million dollars for a planned roundabout near the Junior High.

# 4. SCHEDULE

## PROPOSED SCHEDULE

We have reviewed the scope of work and developed a schedule that we feel provides adequate time to develop a high quality plan, gather feedback from stakeholders and the public, and develop a CFP and IFFP that will meet the County’s infrastructure needs. As shown below, we are proposing a 8 month schedule, with a draft TMP by the end of the year, and impact fees ready for adoption in early 2027. However, we are flexible and willing to adjust our schedule to best meet the needs of the County.



LEGEND: ◆ NTP, ◆ Deliverables, ◆ Team Meetings

Adopt Plan

# 5. COST PROPOSAL

MORGAN COUNTY TMP & IFFP																
		Project Manager	Regional Planner	Transportation Planning Lead	Travel Demand Modeling	Traffic Engineering	Project Engineer	GIS & Data Collection	Drone Pilot	Capital Facilities Plan	Cost Estimating	Technical Editor	Graphics	Admin	HOURS PER TASK	COST PER TASK
		Jeremy Searle	Shawn Seager	Austin Feula	Ben Swanson	Scott Johnson	Kyle Horton	Savanah Allen	Rod Moore	Bryce Albrecht	Dejan Jovanovic	Haley Holmes	Pin Vo	Braden Horton		
RATE		\$195.00	\$175.00	\$185.00	\$180.00	\$125.00	\$125.00	\$105.00	\$110.00	\$185.00	\$170.00	\$80.00	\$95.00	\$80.00		
TASKS		LABOR HOURS														
<b>Task A Data Collection &amp; LOS Analysis</b>																
A.1	Develop Inventory	2		2		2	8	12							26	\$3,270.00
A.2	LOS Analysis	4	2	4	6	4	14	8							42	\$6,040.00
A.3	Data Collection & Coordination	2	8	2	4	2	6	18							42	\$5,770.00
<b>Task B TMP Development</b>																
B.1	Travel Demand Modeling	4	2	4	24	6	8	6							54	\$8,570.00
B.2	Capital Facilities Plan (CFP)	4	4	4	6	4	24	20	14	8	16	4	8		116	\$15,720.00
<b>Task C Impact Fee Facilities Plan (IFFP)</b>																
C.1	Identify Infrastructure Projects (6 - 10 yrs)	4	2	4	6	4	16	4							40	\$5,870.00
C.2	Calculate Impact Fee Eligibility	8		4	4	4	10	4							34	\$5,190.00
C.3	Ensure Compliance	6		4	2	2	6	2				6	8		36	\$4,720.00
<b>Task D Public Engagement &amp; Adoption</b>																
D.1	Present TMP To County Commission & Planning Commission	8					4					4	8	10	34	\$3,940.00
<b>TOTAL LABOR HOURS</b>		42	18	28	52	28	96	74	14	8	16	14	24	10	424	
<b>RAW LABOR COSTS</b>		\$8,190.00	\$3,150.00	\$5,180.00	\$9,360.00	\$3,500.00	\$12,000.00	\$7,770.00	\$1,540.00	\$1,480.00	\$2,720.00	\$1,120.00	\$2,280.00	\$800.00	\$83,740.00	<b>\$59,090.00</b>

Direct Expenses	\$1,260.00
Labor Costs	\$59,090.00
<b>GRAND TOTAL</b>	<b>\$60,350.00</b>

DIRECT EXPENSES SUMMARY		UNIT	SUB-TOTAL
Mileage	800	\$0.725 mile	\$580.00
8 1/2 x 11 Prints - Color	20	\$0.65 each	\$13.00
11 x 17 Prints - Color	20	\$0.85 each	\$17.00
Open House Materials	1	\$650 Lump	\$650.00
			<b>\$1,260.00</b>