MORGAN COUNTY COMMISSION MEETING AGENDA

August 5th, 2025

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

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

4:00 WORK SESSION

1. **Casey Basaker**, Employee Performance Appraisals
   a. Recommended updates to the Employee Performance Appraisal Form
   b. Recommended Performance Appraisal Form for Department Heads
2. **Hon. Shaun Rose,** Work Session on new County Record Search Portal

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 July 15th, 2025.
2. Approval of an agreement with the Utah Courts for bailiff services.
3. Approval of **Resolution CR 25-35** appointing Lindsey Hunt to the Library Board of Trustees
4. America 250 Stipend Request and approval of use agreement
5. Approval of an Ag Lease Agreement for County range ground at the Fairgrounds
6. Bill of Sale for transfer of WPR-RFD equipment to Morgan County
7. Notice of Statewide Stage 2 Fire Restriction Order 2025

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentations

(F) Action Items

1. **Hon. Shaun Rose –** Discussion/Decision – Morgan County Recorder
   Request to abate back taxes on erroneous parcel 00-0069-2199
2. **Mountain Green Fire Protection District –** Discussion/Decision – Entity Request
   The Mountain Green Fire Protection District and the Morgan City/County Fire Department would like to perform a Live Fire Demonstration of the activation of a residential sprinkler system. This demonstration aims to help policymakers understand how these systems function in the event of a structure fire and why they are necessary in areas with limited or no water supplies for fire suppression, for life safety, and property conservation.
3. **Buster Delmonte –** Discussion/Decision – Citizen Request
   Discussion and decision on a request for County contribution towards removing of overburden at the airport.
4. **Morgan County Airport Board –** Discussion/Decision – Airport Recommendations
   a. Transfer and assumption of Lease Hangar FF1
   b. Transfer and assumption of Lease Hanger DD3

c. Request to lease privately improved tie down space in front of hangar FF1
d. Request for RFP publication and matching funds for airport berm improvements

5. **Hon. Garrett Smith –** Discussion – Morgan County Attorney
Discussion on allowable uses of County property for events; Specifically, the Airport

6. **Josh Cook** – Discussion/Decision – County Planning & Zoning
Discussion and awarding of the RFP for the County's General Plan to Planning Outpost

7. **Kate Becker & Josh Cook –** Discussion/Decision – Morgan County Planning & Zoning
Prioritization of outstanding code text amendments.

8. **Kate Becker –** Discussion/**Public Hearing**/Decision – Morgan Administrative Manager
Ordinance CO 25-05 Discussion and approval of an ordinance providing for the control of Noxious Weeds within the County and the establishment of a County Weed Board.

9. **Hon. Garrett Smith –** Discussion – Morgan County Attorney
Discussion / Clarification on Fence In / Fence Out in the Morgan County Code

10. **Hon. Morgan County Commission –** Discussion/Decision – Commission Travel
    a. Utah Tourism Conference: Destination Discovery; October 1, No Registration Fee
    b. One Utah Summit; October 6-8 in Cedar City, Registration is $359.49

11. **Kate Becker –** Discussion Only – County Administrative Manager
Discussion on possibly additions for the upcoming 2026 Budget Prep
    a. Morgan County Food Pantry
    b. Grant Administrator/Contractor

12. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
    a. Discussion and decision on a budget adjustment to purchase fleet.
    b. Discussion and decision on a budget adjustment for the Admin Building Water.

13. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
Temporary ban of long-range shooting at the Morgan County Rifle Range due to fire risks.

14. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
    a. Review and possible award of the Fairgrounds Multiuse Field RFP.
    b. Review and possible award the Fairgrounds Electrical RFP.

15. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
Discussion and decision on changes to the Employee Performance Appraisal and establishing a separate performance appraisal for Department Heads.

16. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
Discussion and decision on the additional cost of speed signs approved at the 06/17 & 07/05 meetings to be covered by UDOT and approval of agreement.

17. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
Discussion and decision on going out for RFP for the County Impact Fee Plan and Fees

(G) Commissioner Comments

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

Closed Session:
Pursuant to Utah Code Annotated 52-4-205 (1) (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 the 3rd day of August 2025.

Kate Becker – Morgan County Administrative Manager

***Action Item(s) that includes Public Hearing(s) will be held at or after 6:00 PM**

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

If you want to participate virtually in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 24 hours before the scheduled meeting.

EMPLOYEE NAME: _____ FINAL RATING: _____

MANAGER/SUPV: _____ DEPARTMENT: _____

Final Rating is calculated by finding where the Work Result Rating and Observed Behavior Rating Intersect.

If the Final Rating is below a rating of 3 or above a rating of 4 please describe why and give specific examples on Page 2, Section III.

PERIOD: From OLD VERSION To OLD VERSION

MORGAN COUNTY Employee Performance Appraisal - July 1st through June 30th

Work Results: Job responsibilities, goals/objectives and application of technical skills.								
	On-Target>	5	2.5	3	3.5	4	4.5	5
		4	2	2.5	3	3.5	4	4.5
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		0	0	0.5	1	1.5	2	2.5
			0	1	2	3	4	5
			<Off-Target				On-Target>	
			Observed Behaviors: Visible actions and interactions with others.					

Performance Factors

COMPLETE SHADED AREAS:
Rating Importance (Weighted): 3 High Importance/Frequency, 2 Regular Importance/Frequency, 1 Low Importance/Frequency
Performance Rating: 5 being the Highest Rating and 1 being the Lowest Rating
(See Weight and Rating Definitions on Page 3)

WORK RESULTS				OBSERVED BEHAVIORS			
WEIGHT (1-3)	RATING (1-5)	FINAL RATING	WORK RESULTS	WEIGHT (1-3)	RATING (1-5)	FINAL RATING	OBSERVED BEHAVIORS
		0	Job knowledge			0	Integrity
		0	Productivity			0	Teamwork Cooperation
		0	Work Quality Accuracy			0	Respectful Communication
		0	Time Management			0	Service
		0	Competency			0	Leadership
		0	Technical skills			0	Innovation
		0	Work Consistency			0	Enthusiasm
		0	Creativity			0	Cooperation
		0	Punctuality			0	Attitude
		0	Attendance			0	Initiative
		0	Dependability			0	Work Relations
		0	Safety			0	Communication Skills
		0	Accountable			0	Temperament
0	0	0	TOTAL: WORK RESULTS	0	0	0	TOTAL: OBSERVED BEHAVIORS
		#DIV/0!	WEIGHTED AVG: WORK RESULTS			#DIV/0!	WEIGHTED AVG: OBSERVED BEHAVIORS

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Insert Final Rating on Page 1 located in the upper right-hand corner of form.

Current Version

I. List and describe up to three goals for the next review period. Goals should be SMART (specific, measureable, attainable, realistic and timely). These goals should be assigned at the beginning of the review period, periodically reviewed throughout the Performance Management period and results summarized at the end of the Performance Appraisal period.

II. Opportunities for Improvement: Please list areas where individual could improve skills and/or development performance.

III. Additional Employer Comments. If the Final Rating is below a rating of 3 or above a rating of 4 please describe why and give specific examples.

IV. Additional Employee Comments.

Current Version

Employee Name: _____ **Employee Signature:** _____ **Date:** _____

Manager Name: _____ **Manager Signature:** _____ **Date:** _____

MORGAN COUNTY 3-Point Weighted Factor Scale: Weighted Factors represent the relative importance and/or frequency of each work result and observed behavior that is being rated in the group/data set.		
Scale Value	**Description**	**Detailed Information**
3	High Importance and/or High Frequency	Factors to consider include: Skill - Experience, education, training, judgement and initiative required Effort - Physical and mental Responsibility - Authority, control, leadership, influence, duty Working Conditions - Exposure to hazards and other factors
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1	Low Importance and/or Low Frequency	Factors to consider include: Skill - Experience, education, training, judgement and initiative required Effort - Physical and mental Responsibility - Authority, control, leadership, influence, duty Working Conditions - Exposure to hazards and other factors

5-Point Rating Scale: Reflects the employee's overall work performance and contributions to the Department and Town.		
Scale Value	**Description**	**Detailed Information**
5	Exceptional Performance	Performance levels and accomplishments far exceed normal expectations. This category is reserved for the employee who truly stands out and clearly and consistently demonstrates exceptional accomplishments in terms of quality and quantity of work that is easily recognized as truly exceptional by others.
4	Exceeds Expectations	Performance frequently exceeds job requirements. Accomplishments are regularly above expected levels. Performance at a level beyond expectations is sustained, and the quality of work is uniformly high.
3	Fully Meets Expectations	Performance clearly and fully meets all the requirements of the position in terms of quality and quantity of work. It is described as good, solid performance, with thorough and on-time results. While minor deviations may occur, the overall level of performance meets all position requirements.
2	Needs Development	Performance is noticeably less than expected. The employee generally meets most job requirements, but struggles to fully meet them all. The need for further development and improvement is clearly recognized.
1	Unsatisfactory Performance	Performance must improve substantially within a reasonable period of time if the individual is to remain in this position. The employee is not meeting the job requirements.

Current Version

MORGAN COUNTY Employee Performance Matrix Instructions	
1	The corresponding Employee's Self Appraisal Questionnaire to this Performance Matrix is voluntary and will not be counted against an employee, should s/he decide not to complete the form. If s/he completes the form, it should be returned to the manager/supervisor prior to completing the Performance Matrix Form and scheduling a one-on-one appraisal meeting with the employee.
2	This Performance Matrix Form is set up to be completed electronically and automatically calculate a Work Results Rating and an Observed Behavior Rating that are both weighted averages, rounded up to the next whole number.
3	Performance is defined as a combination of Work Results (job responsibilities, goals/objectives and application of technical skills) and Observed Behaviors (visible actions and interactions with others).
4	Apply a Weight Factor (1-3) AND Rating (1-5) to each listed Work Result and Observed Behavior.
5	Weighted Factors represent the relative importance and/or frequency of each Work Result and Observed Behavior that is being rated in the group/data set.
6	Ratings reflect the employee's overall work performance and contributions to the Department and Town.
7	The Final Rating is calculated by finding where the Average Weighted Work Result Rating and Average Weighted Observed Behavior Rating intersect on the Performance Grid, on Page 1.
8	Insert Final Rating in the upper right-hand corner of Page 1.
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11	Page 2, Section III is reserved for Additional Employer Comments AND if the Final Rating is below a rating of 3 or above a rating of 4, a description of why with examples shall be provided.
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13	If your Department has multiple levels of managers/supervisors to review recommended Performance Ratings, please use them before you complete the form and present it to the employee.
14	Once the Form has been completed, schedule the Performance Appraisal meeting, with the employee, in a private location.
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16	During the Employee Appraisal Meeting listen to the employee's feedback and ensure understanding from both parties.
17	Reviewing the job description for accuracy prior to each performance evaluation is always recommended. Any changes should be forwarded to the HR Department for updating.
18	Once the Performance Matrix Form and Self Appraisal Forms have been completed, presented, signed and dated by the Employer (Manager/Supervisor) and Employee, please email the form(s) to jrees@morgancountyutah.gov, by the assigned deadline date. Each Employee's performance should be emailed as a separate document.
19	Please feel free to contact the HR Department should you have any questions on the process or would like to discuss how to present a Performance Matrix to staff.

PERFORMANCE MANAGEMENT IS AN ON-GOING YEAR-ROUND PROCESS THAT INCLUDES REGULAR COACHING AND DEVELOPMENT.
IT SUPPORTS ONGOING, YEAR-ROUND COMMUNICATION THAT HELPS PROVIDE AN ENVIRONMENT WHERE DEPARTMENT GOALS AND INDIVIDUAL GOALS RELATE BACK TO THE BIG PICTURE (STRATEGIC PLAN).

Current Version

EMPLOYEE NAME: _____ FINAL RATING: _____

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PERIOD: From NEW VERSION To NEW VERSION

MORGAN COUNTY Employee Performance Appraisal - October 1st through September 30th

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		0	Technical skills			0	Work Relations
		0	Work Consistency			0	Communication Skills
		0	Problem Solving Ability			0	Adaptability
		0	Punctuality			0	Judgement
		0	Attendance			0	Responsiveness
		0	Dependability			0	Professionalism
		0	Accountable			0	Focus and Presence
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Proposed Updates

I. Review SMART goals for last year. How did you do? Are there any that should continue to be worked on?

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		0	Time Management			0	Attitude
		0	Competency			0	Decision-Making
		0	Technical skills			0	Work Relations
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Department Head (New)

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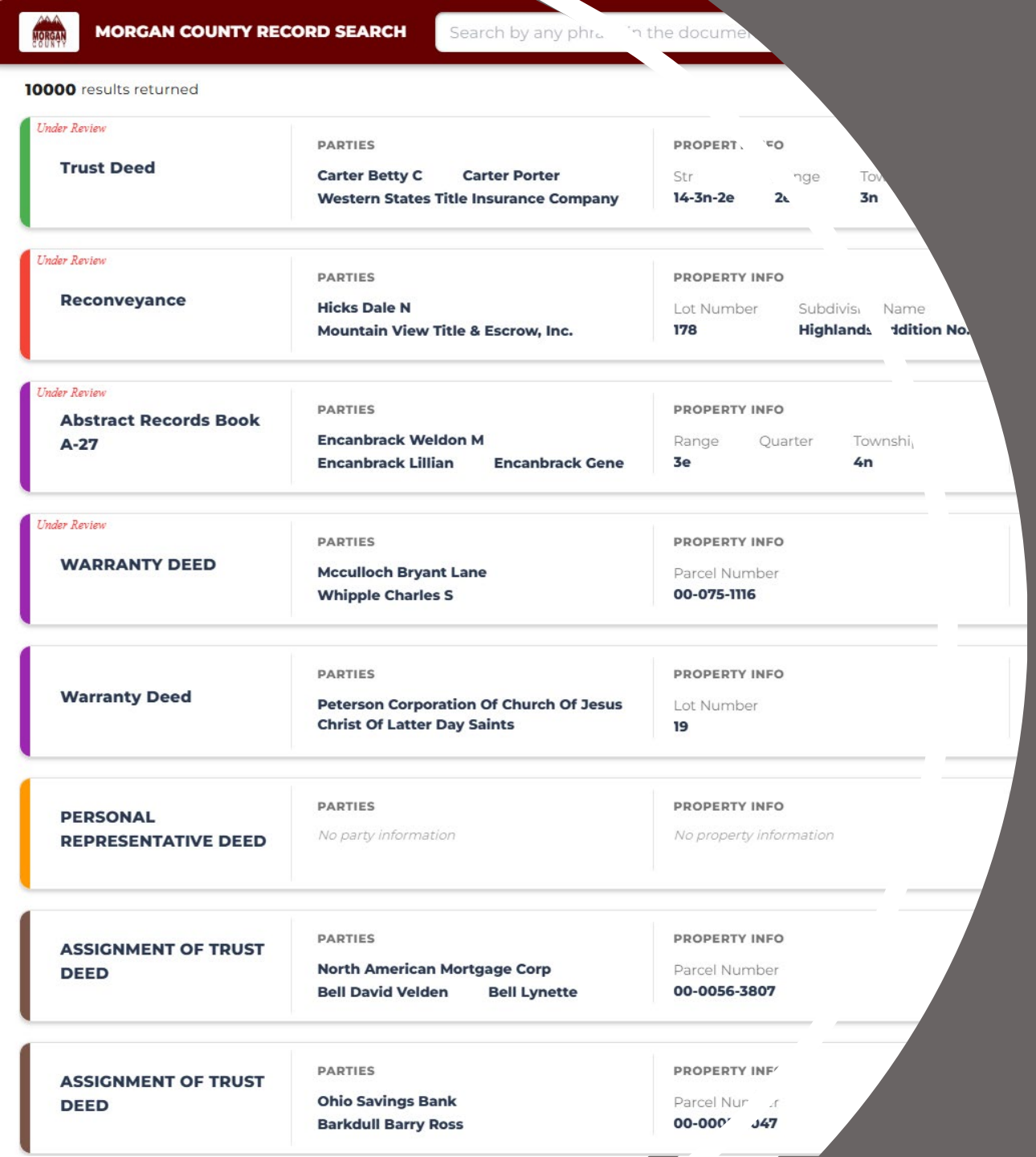
13	If your Department has multiple levels of managers/supervisors to review recommended Performance Ratings, please use them before you complete the form and present it to the employee.
14	Once the Form has been completed, schedule the Performance Appraisal meeting, with the employee, in a private location.
15	Providing the Employee with a copy of the completed Performance Matrix Form in advance of the set Performance Appraisal is recommended to promote a productive and effective meeting.
16	During the Employee Appraisal Meeting listen to the employee's feedback and ensure understanding from both parties.
17	Reviewing the job description for accuracy prior to each performance evaluation is always recommended. Any changes should be forwarded to the HR Department for updating.
18	Once the Performance Matrix Form and Self Appraisal Forms have been completed, presented, signed and dated by the Employer (Manager/Supervisor) and Employee, please email the form(s) to cbasaker@morgancountyutah.gov, by the assigned deadline date. Each Employee's performance should be emailed as a separate document.
19	Please feel free to contact the HR Department should you have any questions on the process or would like to discuss how to present a Performance Matrix to staff.

PERFORMANCE MANAGEMENT IS AN ON-GOING YEAR-ROUND PROCESS THAT INCLUDES REGULAR COACHING AND DEVELOPMENT.
IT SUPPORTS ONGOING, YEAR-ROUND COMMUNICATION THAT HELPS PROVIDE AN ENVIRONMENT WHERE DEPARTMENT GOALS AND INDIVIDUAL GOALS RELATE BACK TO THE BIG PICTURE (STRATEGIC PLAN).

Department Head (New)

MORGAN COUNTY RECORDER'S OFFICE

THE FUTURE OF
MORGAN COUNTY



FIRST EVER SEARCH PORTAL

AT YOUR OWN CONVENIENCE

- The Morgan County Recorder's Office and with the help from MEDICI LAND GOVERNANCE, have made it possible for anyone to have access to all recorded documents, images, etc. on the new search portal.

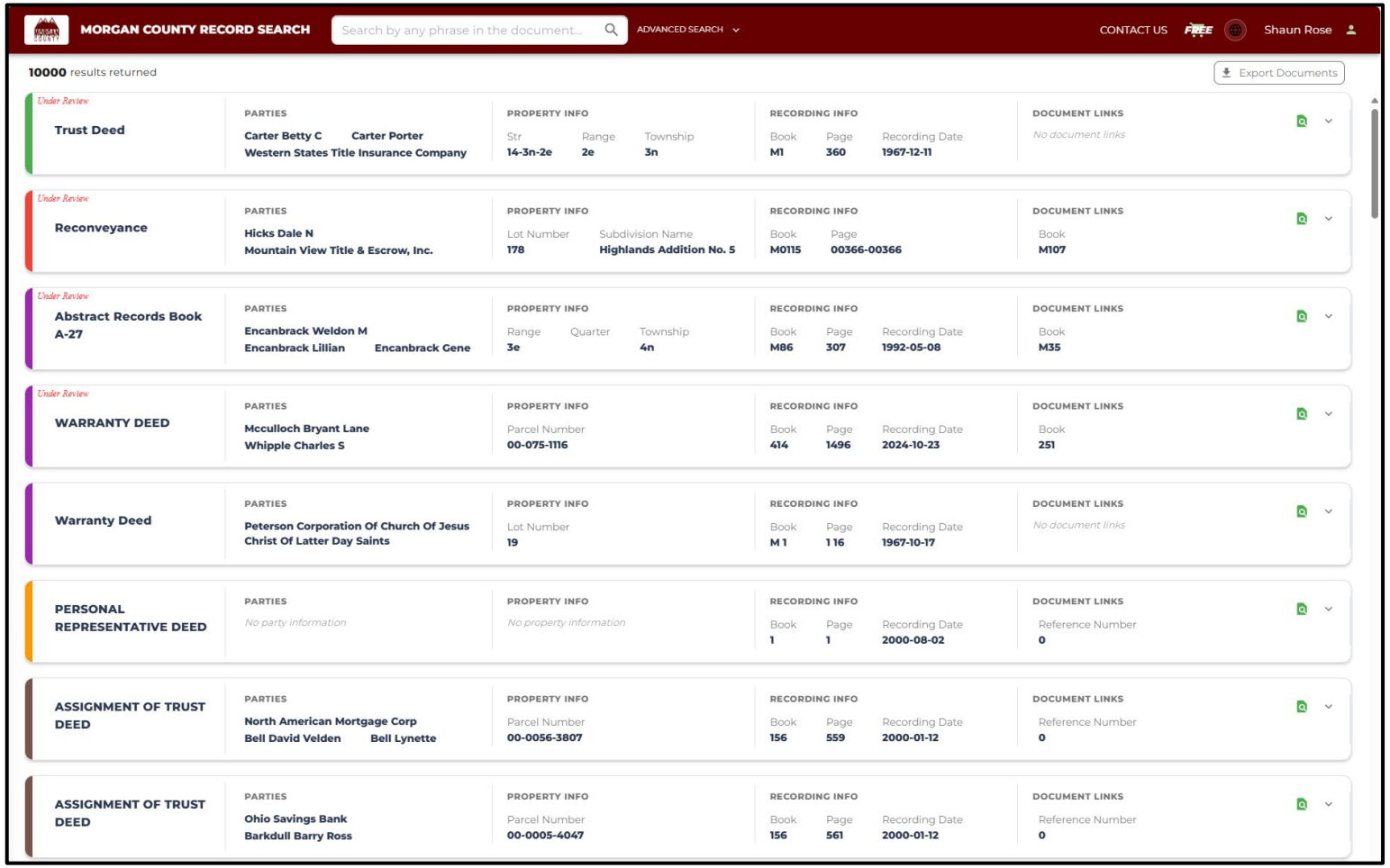
ACCESS TO THE SEARCH PORTAL

Morgan County Research Page (click Here)

- You can find the new search portal on the Morgan County Recorder's website: **MorganCountyUtah.com.** Scroll down until you see the (Morgan County Research Page). Click and it will take you to the search portal.
- Or you can use this link: https://search.morgan.utah.gov.mediciland.com/

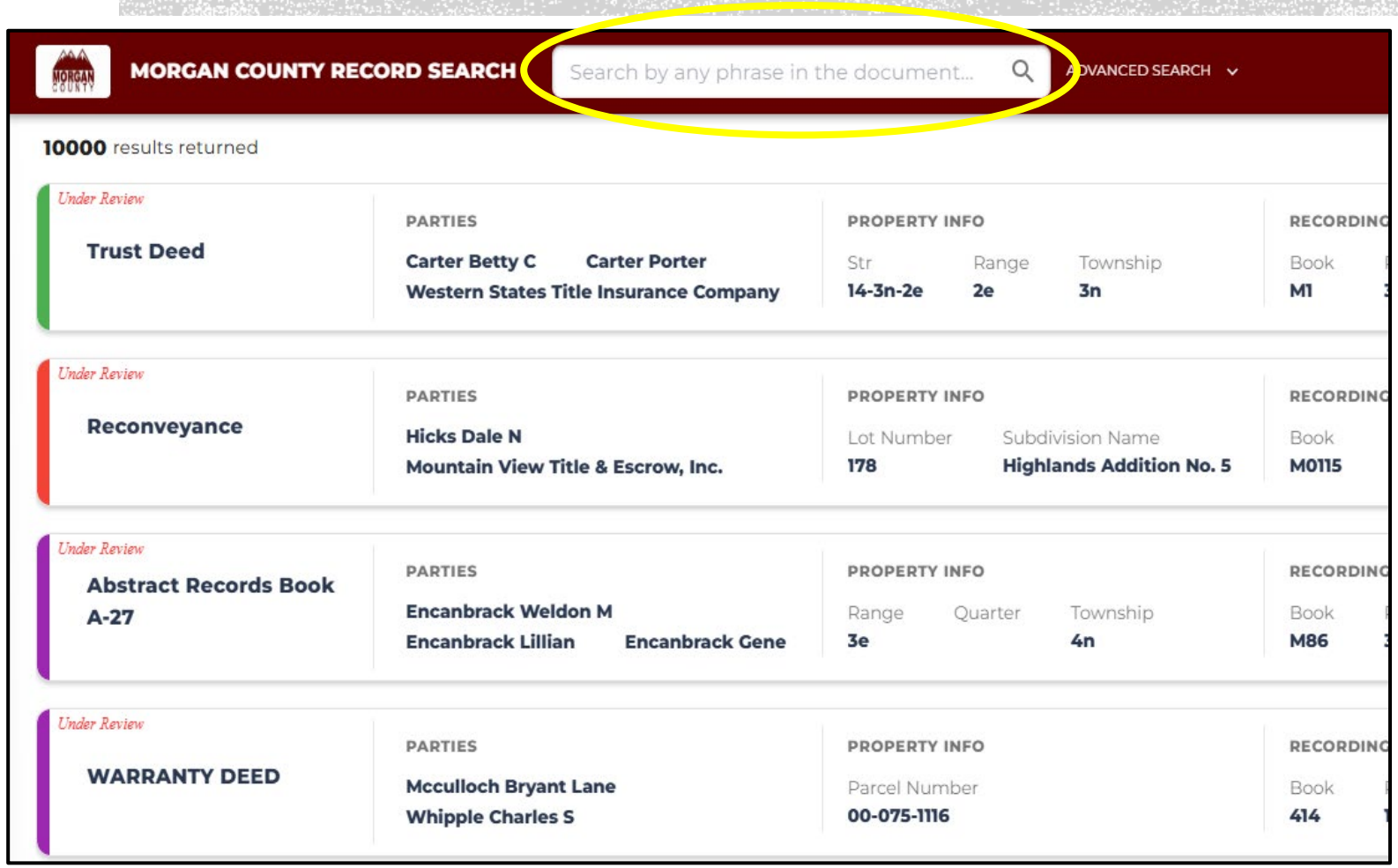
CREATING AN ACCOUNT

With the simple step of creating an account on the search portal you can have access to all recorded documents.



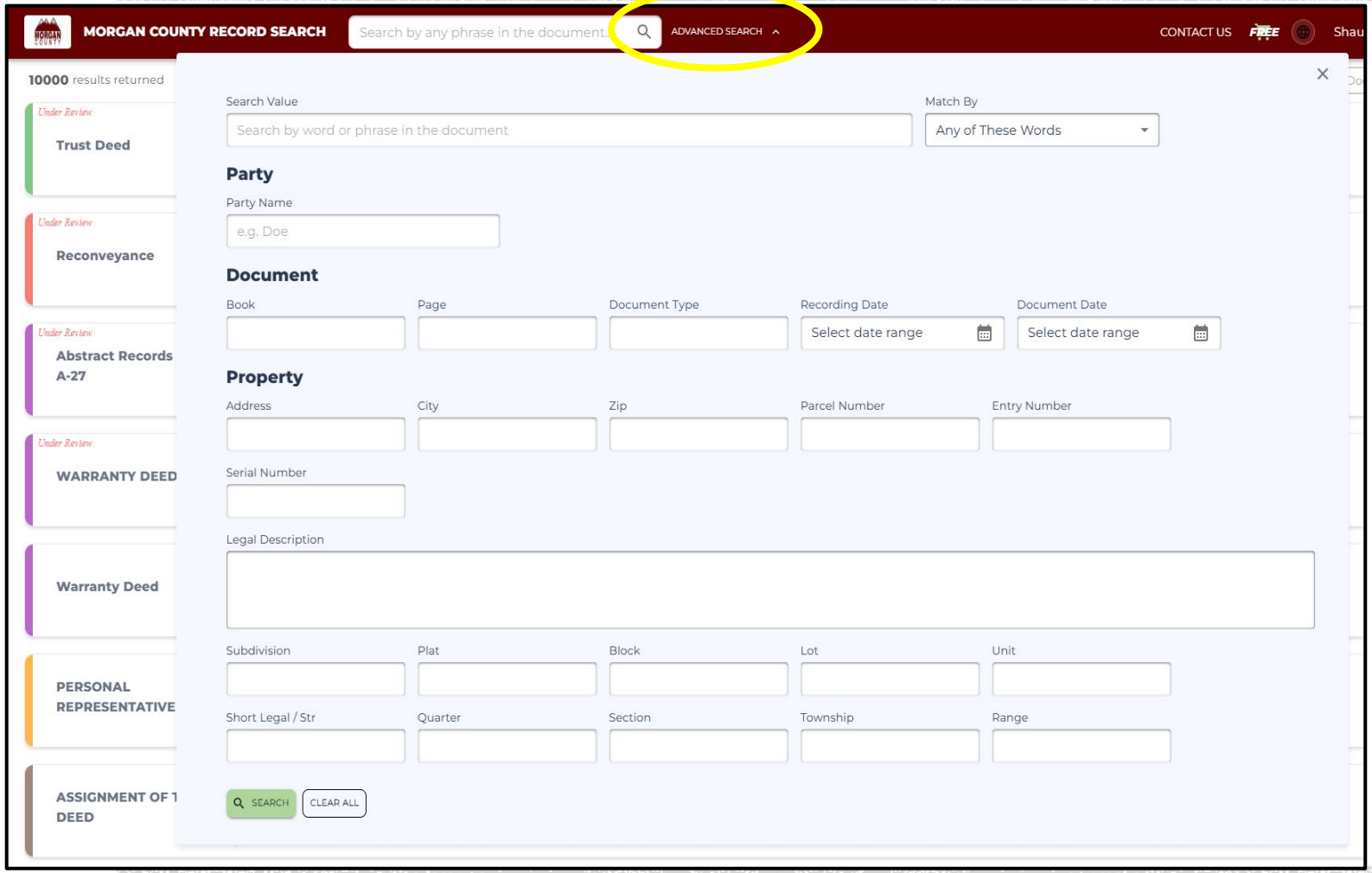
MAIN PAGE

Improvements are coming soon!



SEARCHING FOR DOCUMETS

YOU CAN EITHER USE THE SEARCH BAR AND SEARCH BY ANY PHRASE THAT IS IN THE RECORDED DOCUMENT, OR YOU CAN...



ADVANCED

USE THE ADVANCED SEARCH TOOL AND USE MORE PACIFIC WORDS LIKE NAMES, PARCEL NUMBERS, SERIAL NUMBERS, ADDRESS, BOOK & PAGE, RECORDING DATE RANGE, ETC.

	PARTIES	PROPERTY INFO	RECORDING INFO			DOCUMENT LINKS
			Book	Page	Recording Date	Reference Number
ASSIGNMENT OF TRUST DEED	Headlands Mortgage Company Greenpoint Mortgage Funding Inc Su	Parcel Number 00-0055-8120	156	578	2000-01-13	0
ASSIGNMENT OF TRUST DEED	Headlands Mortgage Company Greenpoint Mortgage Funding Inc Su	Parcel Number 00-0001-6731	156	580	2000-01-13	0
ASSIGNMENT OF TRUST DEED	Headlands Mortgage Company Greenpoint Mortgage Funding Inc Su	Parcel Number 00-0055-9946	156	582	2000-01-13	0
ASSIGNMENT OF TRUST DEED	Headlands Mortgage Company Greenpoint Mortgage Funding Inc Su	Parcel Number 00-0004-4303	156	584	2000-01-13	0

SEARCH RESULTS

MORE INFORMATION

ASSIGNMENT OF TRUST DEED

PARTIES

PARTIES

Grantor
Name
Headlands Mortgage Company
Name
Greenpoint Mortgage Funding Inc Su
Name
Carver Diane
Grantee
Name
Mortgage Electronic Registration Systems Inc

PROPERTY INFO

LAND INFORMATION

Range	Township	Short Legal
02e	04n	20-04n-02e

Parcel Number: **00-0001-6731**
Serial Number: **01-004-276-03**
Section Number: **20**
Subdivision Name: **County**
Legal Description
(sec 20 T4n R2e Se) (sec 20 T4n R2e Ne) A Part Of The Se 1/4 Of The Ne 1/4 & A Part Of The Ne 1/4 Of The Se 1/4 Of The Se 1/4 Of Sec 20, T4n, R2e, Slbm, U.s.s; Beg At A Pt Wh Bears S 2612.15 Ft & W 258.9 Ft Fr The Ne Cor Of Sd Sec 20 (sd Ne Cor Is Marked By A Buried Metal Hub With A Reference Metal Hub W 76.56 Ft & Another Metal Hub N 83.82 Ft; Both Hubs Are Visible Near Fnc) & Run Th S 14°00' E 200.0 Ft Alg The W Bndry Ln Of The Co Rd; Th S 40°45' W 236.4 Ft; Th N 34°00' W 200.0 Ft; Th N 40°45' E 236.4 Ft To The Pob.

RECORDING INFO

DOCUMENT INFORMATION

Book	Page	Entry Number
156	580	81386

Document Date: **2000-01-13**
Document Type: **Assignment Of Trust Deed**
Document Class: **Legal Document**
Document Title: **Assignment Of Trust Deed**
Recording Date: **2000-01-13**
Requesting Party: **Greenpoint Mortgage**
Document Category
Land Document
Document Subcategory
Assignment And Modification
Case or Reference Number
81386

DOCUMENT LINKS

PREVIOUS TRANSACTION REFERENCES

Reference Number
0
Transaction Type
01-004-276-03 Ref: Bk M146 Pg 199

ANALYSIS

COINS import - automated conversion

ASSIGNMENT OF TRUST DEED

PARTIES
Headlands Mortgage Company
Greenpoint Mortgage Funding Inc Su

PROPERTY INFO
Parcel Number
00-0055-9946

RECORDING INFO

Book	Page	Recording Date
156	582	2000-01-13

DOCUMENT LINKS
Reference Number
0

By clicking on the arrow, it will drop down and provide more information as to what is on the recorded document.

RECORDED DOCUMENTS & IMAGES

	PARTIES	PROPERTY INFO	RECORDING INFO			DOCUMENT LINKS
			Book	Page	Recording Date	Reference Number
ASSIGNMENT OF TRUST DEED	Headlands Mortgage Company Greenpoint Mortgage Funding Inc Su	Parcel Number 00-0001-6731	156	580	2000-01-13	0
ASSIGNMENT OF TRUST DEED	Headlands Mortgage Company Greenpoint Mortgage Funding Inc Su	Parcel Number 00-0055-9946	156	582	2000-01-13	0
ASSIGNMENT OF TRUST DEED	Headlands Mortgage Company Greenpoint Mortgage Funding Inc Su	Parcel Number 00-0004-4303	156	584	2000-01-13	0

MORGAN COUNTY RECORD SEARCH

CONTACT US FREE Shaun Rose

ASSIGNMENT OF TRUST DEED - ASSIGNMENT OF TRUST DEED - 81386

Expires in 60 minutes

Draw 1 of 2

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

GREENPOINT MORTGAGE
1160 N. DUTTON AVE, #250
SANTA ROSA, CA 95401

00081386 Bk M0156 Pg 00580-00581
BRENDA D. NELSON, MORGAN CO. RECORDER
2000 JAN 13 08:37 AM FEE $12.00 BY MBA
REQUEST: GREENPOINT MORTGAGE

HMC# 675121
FNMC# 0022255202

[Space Above This Line For Recording Data]

INV.LOAN#: 718123834

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Mortgage Electronic Registration Systems, Inc. P.O. Box 2026 Flint, MI 48501-2026 all beneficial interest under that certain Deed of Trust dated DECEMBER 22, 1998, executed by DIANE CARVER, AN UNMARRIED WOMAN, Trustor, to STEWART TITLE, Trustee, and recorded as Instrument No. 00077944 on 12/31/98 in book M0146 page 00199, of Official Records in the County Recorder's office of MORGAN County, UTAH, describing land therein as: SEE COMPLETE LEGAL DESCRIPTION DESCRIBED IN THE AFOREMENTIONED DEED OF TRUST

Loan Amount: $68,000.00

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Headlands Mortgage Company by GreenPoint Mortgage Funding, Inc., its successor in interest

Dated: OCTOBER 18, 1999

BY: Ellen Tussey

Ellen Tussey, Vice President

State of: CALIFORNIA
County of: SONOMA } ss.

On OCTOBER 18, 1999 before me, Joyce L. Thomas, Notary Public personally appeared Ellen Tussey, Vice President known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joyce L. Thomas (Seal)
Joyce L. Thomas, Notary Public

JOYCE L. THOMAS
Commission # 1205970
Notary Public - California
Sonoma County
My Comm. Expires Dec 24, 2002

Title Order No. M5816
Escrow No. M5816

675121
MERS# 100010100000835540
PHONE 1-888-677-MERS

(MFCD9729; 10/1999)

- Click on the green magnifying glass to view the recorded documents & images **for a small fee**.

Generated on 7/30/2025, 6:12:26 PM

MORGAN COUNTY RECORDS SEARCH RESULTS

Summary

Search Terms: No search parameters

Total Records Found: 10000 Documents Retrieved: 100

Record Date Range: 1967-10-17 to 2024-10-23

#	Document Information		
1	**Document Type:** Trust Deed	**Address:** N/A	**Consideration Fee:** $4320
	Entry Number: N/A	**Parcel Number:** N/A **Book:** M1 **Page:** 360	**Recording Date:** 1967-12-11 **Brief Legal:** 14-3N-2E
	Trustor:	CARTER BETTY C, CARTER PORTER, CARTER PETER	
	Trustee:	WESTERN STATES TITLE INSURANCE COMPANY	
	Beneficiary:	THE LOCKHART COMPANY	
	Full Legal Description: (limit to 200 characters)	Beginning at a point South 495.0 feet and East 245.0 feet from the Northwest corner of the Southeast Quarter of Section 14, Township 3 North, Range 2 East, Salt Lake Base and Meridian, and running the...	
2	**Document Type:** Reconveyance	**Address:** N/A	**Consideration Fee:** $0
	Entry Number: N/A	**Parcel Number:** N/A **Book:** M0115 **Page:** 00366-00366	**Recording Date:** 1995-09-25 **Brief Legal:** N/A
	Grantor:	HICKS DALE N	
	Trustee:	MOUNTAIN VIEW TITLE & ESCROW, INC.	
	Full Legal Description: (limit to 200 characters)	ALL OF LOT 178, HIGHLANDS ADDITION NO. 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE MORGAN COUNTY RECORDER.	
	Red Notes/References (1):	book: M107, date: 1994-10-19, page: 559, referenceNumber: 66814, transactionType: Deed of Trust	
3	**Document Type:** Abstract Records Book A-27	**Address:** N/A	**Consideration Fee:** $0
	Entry Number: 61791	**Parcel Number:** N/A **Book:** M86 **Page:** 307	**Recording Date:** 1992-05-08 **Brief Legal:** 35-4N-2E
	Assignor:	ENCANBRACK LILLIAN	
	Assignee:	FIRST SECURITY BANK OF UTAH	
	Trustor:	ENCANBRACK WELDON M, ENCANBRACK LILLIAN, ENCANBRACK GENE	
	Grantor:	ENCANBRACK LILLIAN	
	Grantee:	FIRST SECURITY BANK	
	Trustee:	FIRST SECURITY BANK OF UTAH	
	Full Legal Description: (limit to 200 characters)	ALL OF SEC 35 T4N R2E SLB&M CONT 617.36 AC M/L	
	Red Notes/References (3):	book: M35, page: 223, transactionType: Trust Deed ; book: M86, date: 1992-05-08, page: 310, referenceNumber: 61792, transactionType: Request for Full Reconveyance ; book: M86, date: 1992-04-23, page: 435, referenceNumber: 61838, transactionType: Full Reconveyance	
4	**Document Type:** N/A	**Address:** N/A	**Consideration Fee:** $0
	Entry Number: 167099	**Parcel Number:** 00-075-1116 **Book:** 414 **Page:** 1496	**Recording Date:** 2024-10-23 **Brief Legal:** N/A
	Grantor:	MCCULLOCH BRYANT LANE	
	Grantee:	WHIPPLE CHARLES S	
	Full Legal Description: (limit to 200 characters)	ALL OF LOT 116, WHISPER RIDGE AT STONE CANYON PHASE 1, SUBDIVISION P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT, MORGAN COUNTY, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF...	
5	**Document Type:** Warranty Deed	**Address:** N/A	**Consideration Fee:** $10
	Entry Number: 35190	**Parcel Number:** N/A **Book:** M 1 **Page:** 1 16	**Recording Date:** 1967-10-17 **Brief Legal:** N/A
	Grantor:	PETERSON CORPORATION OF CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, PETERSON WARD	
	Grantee:	FISHER ROYAL P, FISHER ALICE R	

NEW & IMPROVED ABSTRACT

EXPORT A SUMMARY OF THE SEARCH RESULTS

- For a **small fee**, a summary of the search results can be downloaded at your own convenience.

BEFORE

MORGAN COUNTY
Parcel Abstract for 00-0000-8043

07/30/2025
12:30:35PM

Date Range: 01/01/1998 through 07/30/2025

Page: 1

```
Entry  Kind of Instrumen  Consideratio  Book/Page   DOF        DOI        Filing Fee
 Red Noting
  Grantors                              Grantees
                    This abstract is complete as of July  8, 2025

ALL DOCUMENTS HAVE NOT BEEN VERIFIED, PROOF READ OR NEW SPLITS CREATED PLEASE
CHECK ALL INDEXES

141018   DEDICATION PLAT DEE          0.00 0334/0439 03/13/2017 03/13/2017        0.0
 MORGAN CO REINVESTMENT & RENEWAL AGENCY  WHOM IT MAY CONCERN

138189   DEED OF RECONVEYANC          0.00 0327/0397 05/19/2016 05/19/2016      106.0
RedNote   1: VARIOUS S.N.'S
RedNote   2: PCL'S 11 & 13 & 18
RedNote   3: INCONSISTENT W/RECORD DESC
RedNote   4: PCL 18 TIED TO #01-003-355 PER
RedNote   5: S.N. ON DEED
RedNote   6: 131559  DEED OF TRUST (0311/0928)
 MOUNTAIN VIEW TITLE & ESCROW INC          WILKINSON LAND LLC
                                         WILKINSON LAND LLC   AKA
                                         WILKINSON CONSTRUCTION COMPANY INC
                                         WILKINSON JOHN B
                                         WILKINSON DEBORAH
                                         WILKINSON STUART B
                                         WILKINSON JUDY
                                         WILKINSON DAN
                                         WILKINSON CAROL

133633   ASSIGNMENT OF TRUST          0.00 0316/0913 12/16/2014 12/11/2014       76.0
RedNote   1: VARIOUS S.N.'S
RedNote   2: 133632  DEED OF TRUST (0316/0889)
 ZIONS FIRST NATIONAL BANK OGDEN           FEDERAL AGRICULTURAL MORTGAGE CORP
 WILKINSON LAND LLC                        US BANK NATIONAL ASSOCIATION  TRUSTEE
 WILKINSON JOHN B
 WILKINSON DEBORAH
 WILKINSON STUART B
 WILKINSON JUDY
 WILKINSON DAN
 WILKINSON CAROL

133632   DEED OF TRUST        9,500,000.00 0316/0889 12/16/2014 12/12/2014       94.0
RedNote   1: VARIOUS S.N.'S
RedNote   2: 133633  ASSIGNMENT OF TRUST DEED (0316/0913)
RedNote   3: 145471  PARTIAL RECONVEYANCE (0345/0866)
RedNote   4: 152767  PARTIAL RECONVEYANCE (0366/0594)
RedNote   5: 155210  PARTIAL RECONVEYANCE (0373/0959)
RedNote   6: 163000  PARTIAL RECONVEYANCE (0398/1179)
RedNote   7: 163025  PARTIAL RECONVEYANCE (0398/1267)
 WILKINSON LAND LLC                        ZIONS FIRST NATIONAL BANK OGDEN
 WILKINSON LAND LLC   AKA
 WILKINSON CONSTRUCTION COMPANY INC
 WILKINSON CONSTRUCTION INC   AKA
 WILKINSON JOHN B
 WILKINSON DEBORAH
```

NOW

Generated on 7/30/2025, 6:12:26 PM

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	Trustee:	WESTERN STATES TITLE INSURANCE COMPANY	
	Beneficiary:	THE LOCKHART COMPANY	
	Full Legal Description: (limit to 200 characters)	Beginning at a point South 495.0 feet and East 245.0 feet from the Northwest corner of the Southeast Quarter of Section 14, Township 3 North, Range 2 East, Salt Lake Base and Meridian, and running the...	
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	Full Legal Description: (limit to 200 characters)	ALL OF LOT 178, HIGHLANDS ADDITION NO. 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE MORGAN COUNTY RECORDER.	
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	Trustee:	FIRST SECURITY BANK OF UTAH	
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	Grantor:	PETERSON CORPORATION OF CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, PETERSON WARD	
	Grantee:	FISHER ROYAL P, FISHER ALICE R	

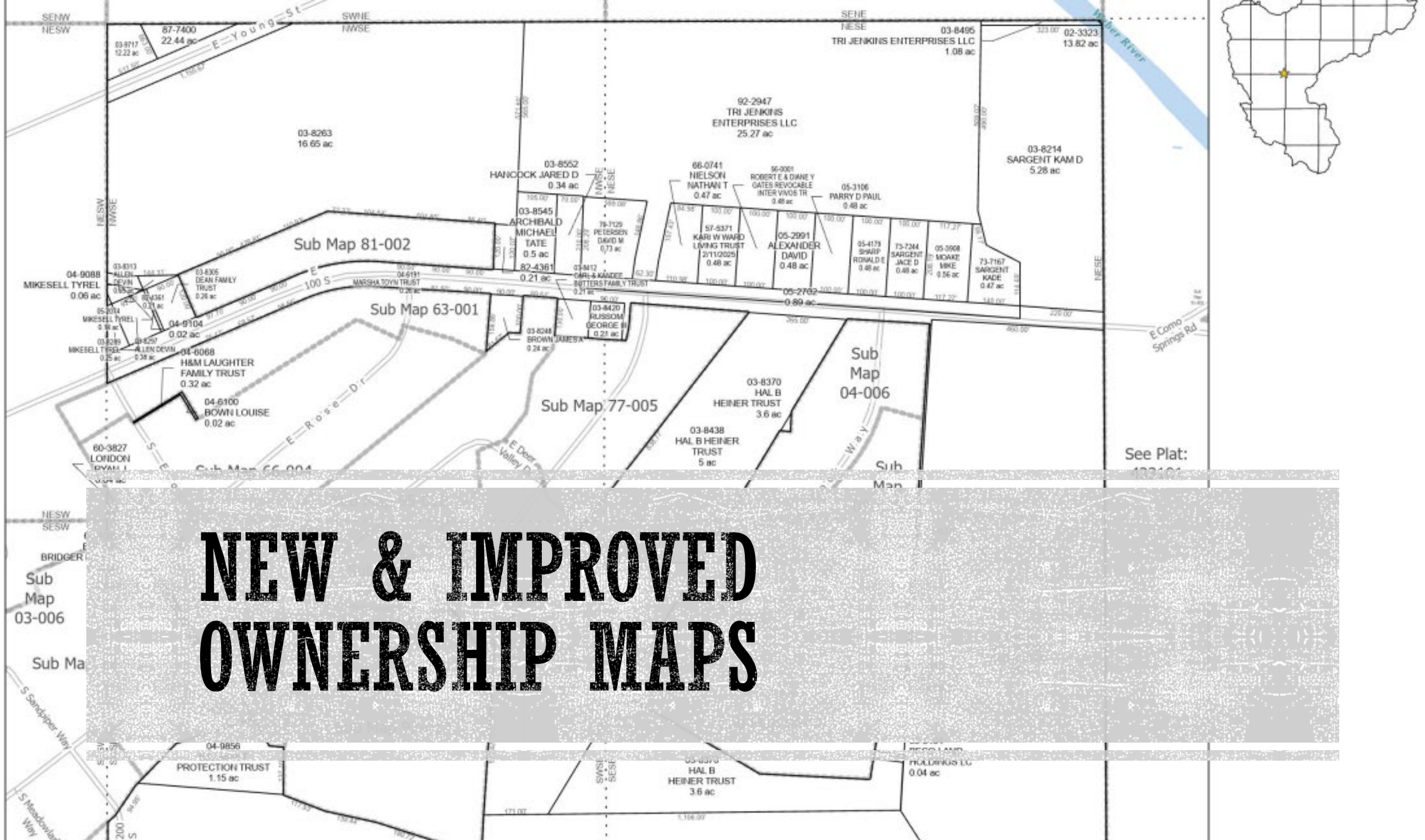
Oliver W. Mink, and Thos, P. Wilson, receivers	Masters Deed	G	196	May	22	99	Apr	28	99	All of Section.
United States of America Union Pacific R.R. Co.	Patent	H	9-12	Feb	28	03	Nov	22	02	W½;
Union Pacific R.R. Co. John Gibby, & H.P. Geary	Deed	I	523	Apr	21	13	May	27	10	All of Section.
John Irwin James H. Toomer	Deed	J	157	Nov	10	14	May	22	14	Undivided 2/3 of 1 share in Roun d Valley Range Co.
Wm. Tonks Wm. Henry Tonks	Deed	J	449	Dec	19	17	Apr	24	11	Undivided share in Round Valley R. Co
Ellen Gibby et-al Round Valley Range Co.	Q.C. Deed	J	529	Oct	1	18	Jun	3	10	All of Section.
Thos. Gibby James Kippen	Q.C. Deed	K	2	Jun	23	19	Dec	23	10	Undivided 2/3 of 1 share in R.V.R.Co.
James Kippen Charles Kippen et-al	Deed	K	7	Jul	1	19	Jun	21	19	Undivided 2/3 of 1 share in R.V.R. Co
United States of America Union Pacific R.R. Co.	Patent	L	7-13	Mar	5	25	Nov	22	02	All of Section.
Charles Tonks and wife Charles W. Tonks & wife	Deed	L	457	Jan	28	29	Jan	24	29	2/3 interest in 1 share, 152½ acres of Round Valley Range Co.
Charles Tonks & wife George P. Bowman & wife	Deed	M	468	Jan	10	35	Jan	10	35	An undivided 2/3 of 1 share of 9 shares of Round Valley Range Co.
Charles W. Tonks & Wife Charles Tonks and wife	Deed	M	474	Jan	29	35	Jan	29	35	2/3 interest in 1 share of of Round Valley Range Co.
James H. Tucker Rebecca A. Tucker	Deed	M	523	May	20	35	Feb	1	30	93 shares in Round Valley Range Company.
H. P. Geary & wife Round Valley Range Co.	Q.C. Deed	N	8	Mar	16	36	Mar	10	36	All of Section
J. R. Waldron, single Jos. G. & Kate Littlefield	Q. C. Deed	N	92	Nov	25	36	Nov	9	36	Undivided interest in all of section
Charles Tonks Et-al J.G. Littlefield and wife	Q.C. Deed	N	219	Nov	6	37	Nov	9	36	Undivided interest in all of section
Joseph G. Littlefield et-al J.R. Waldron	Q.C. Deed	N	220	Nov	6	37	Nov	9	36	Undivided interest in all of Section.

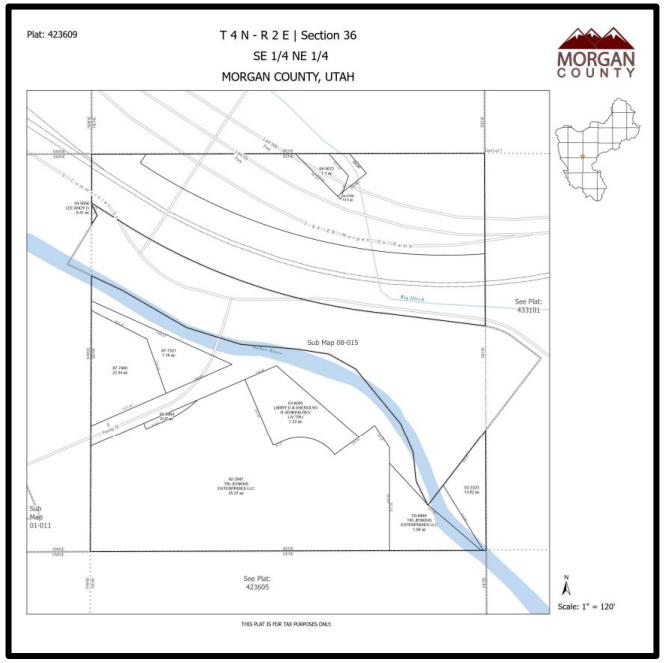
HISTORICAL DOCUMENTS

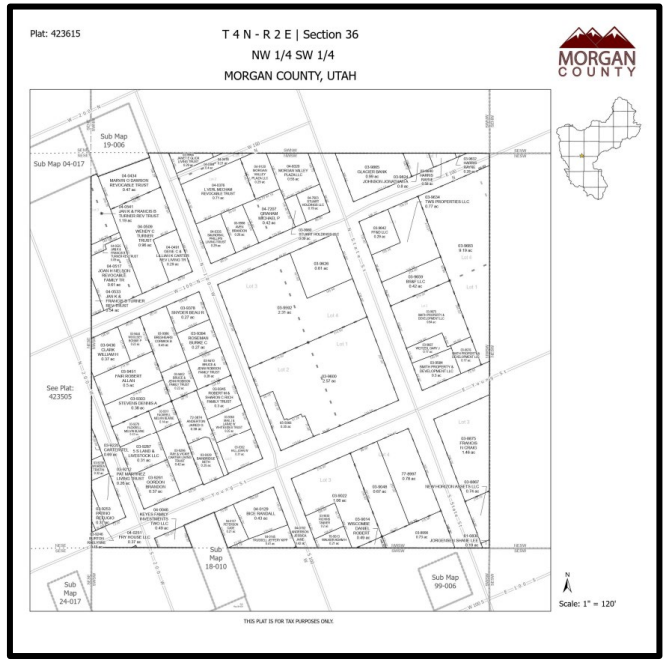
The Recorder's Office can now take all historical documents and have them index through MEDICI and make them available to the public to view.

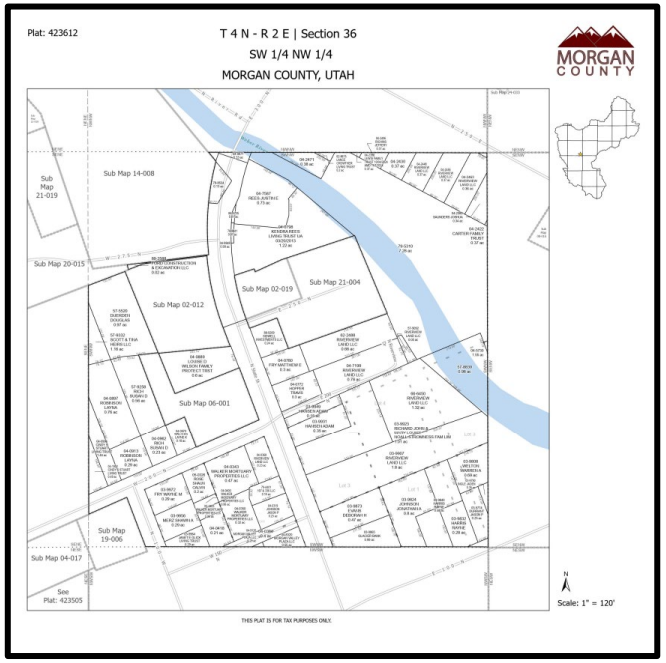
10,000 documents can be transcribed & index in one hour!

NEW & IMPROVED OWNERSHIP MAPS



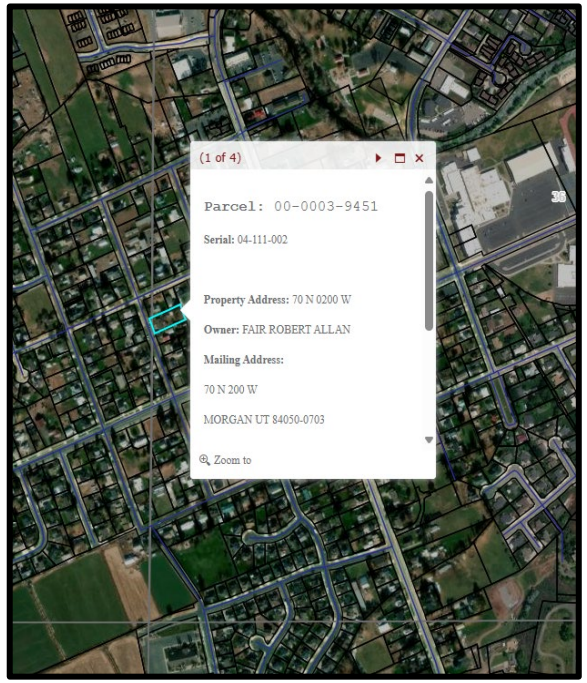


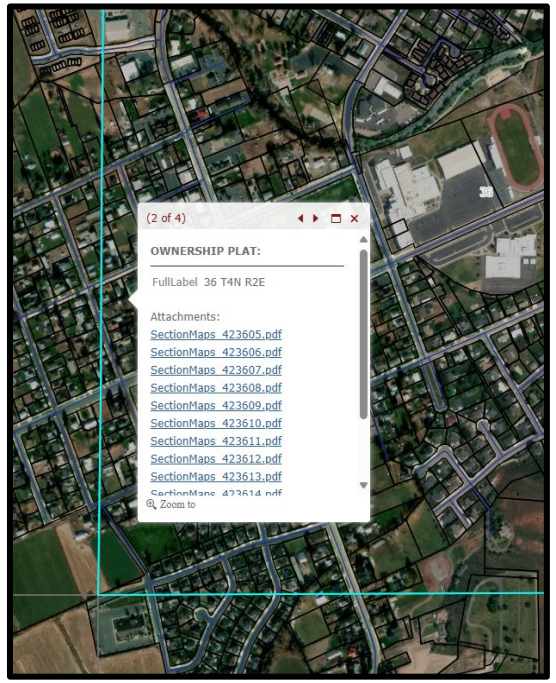


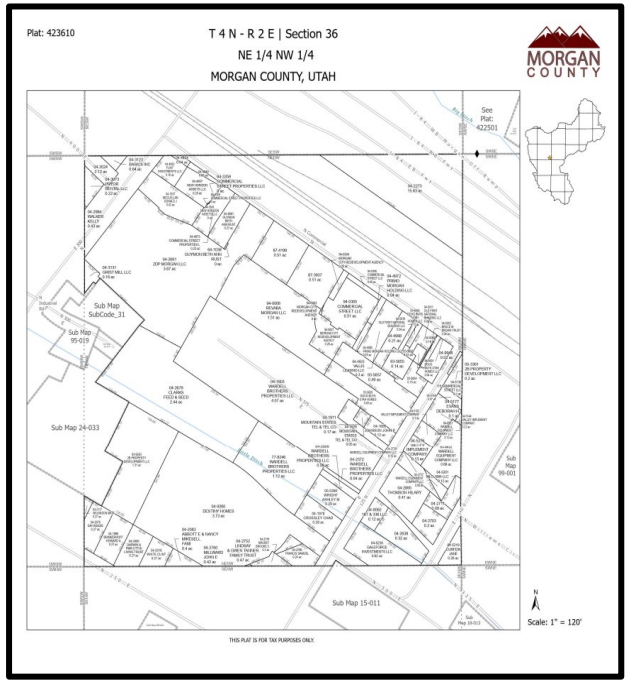


DIGITAL OWNERSHIP MAPS

- Provide More To The Public.
- Allows For More Accuracy.
- Faster Turn Around.
- Ownership Changes Are Being done More Efficiently.
- Easier To Follow & Read.
- Resolving Issues Throughout The County More Efficiently.
- Subdivision's, Section Corners, Street Names, Ditches, Rivers, Districts And Etc. Are Now Being Shown On The Ownership Maps.

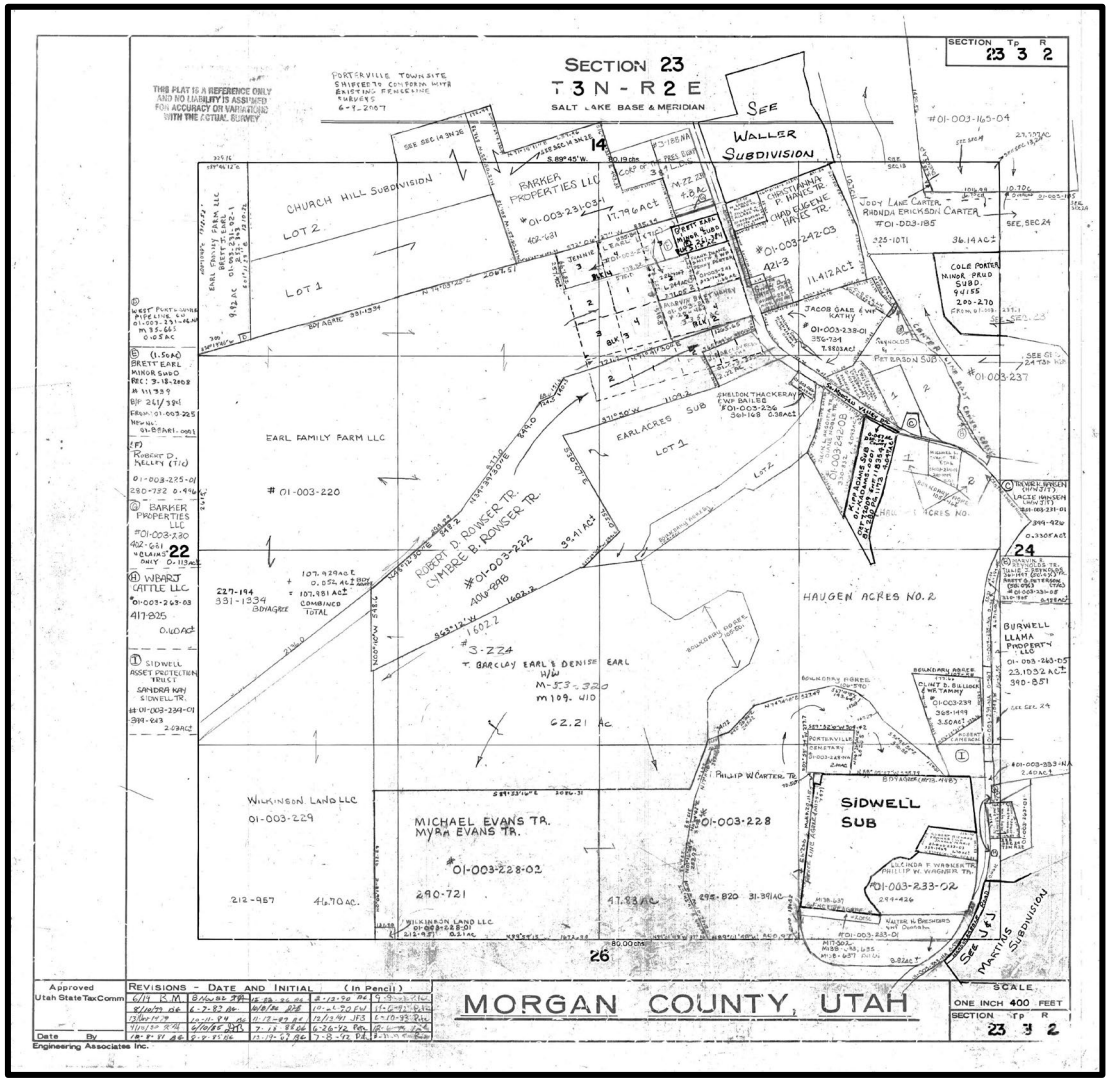




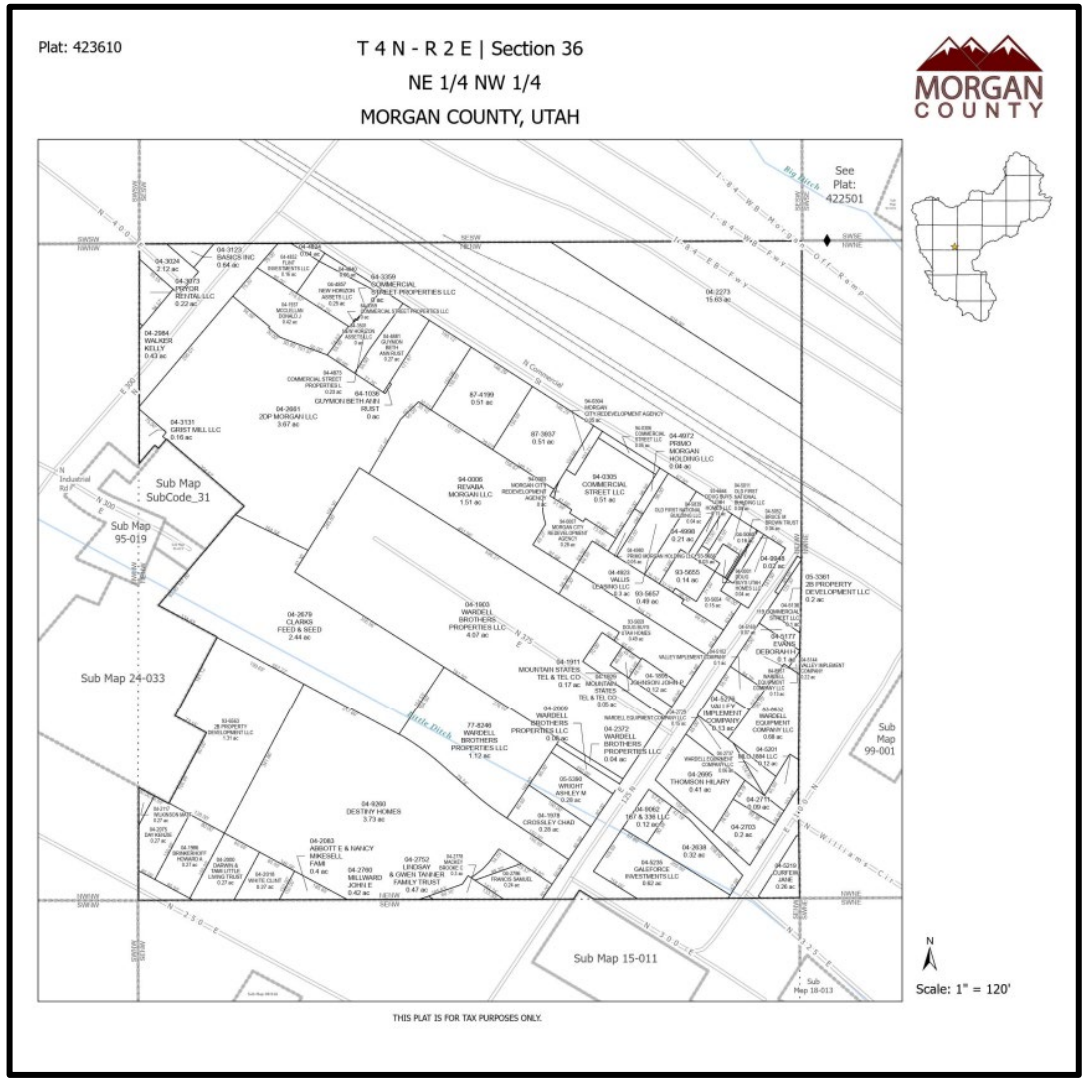


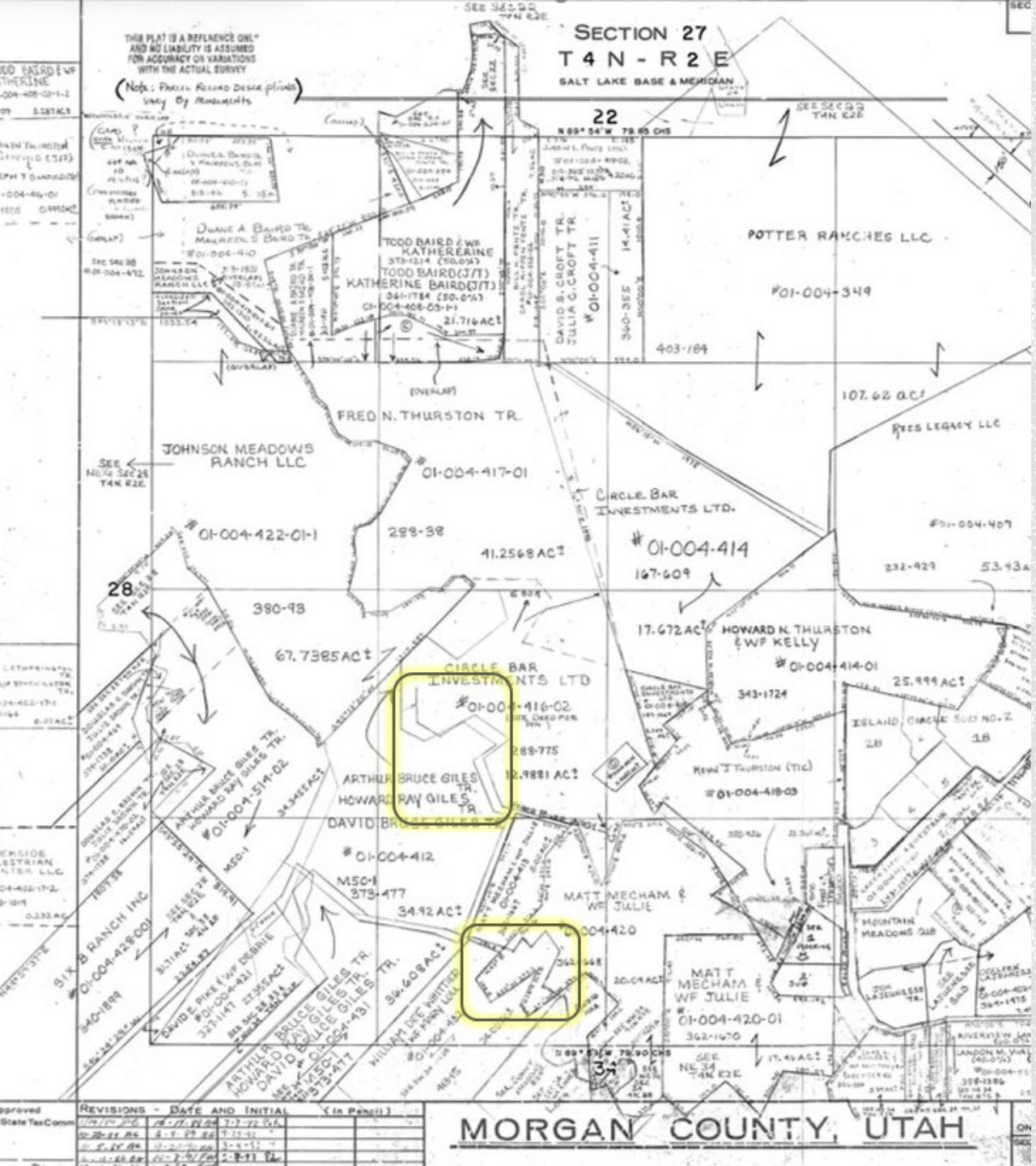
OWNERSHIP MAPS CAN NOW BE VIEWED ONLINE

BEFORE

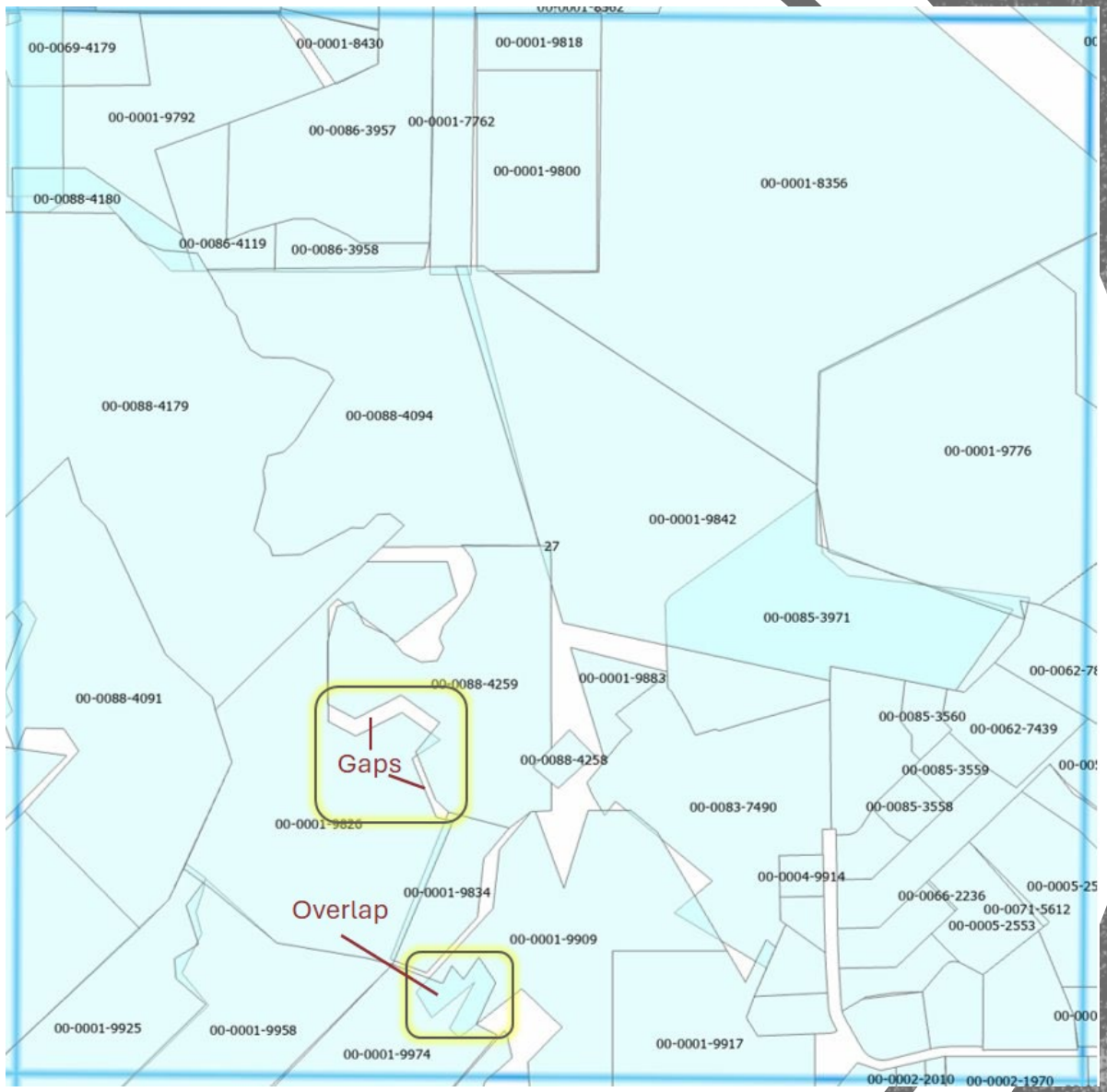

SECTION 23
T3N - R2E
SALT LAKE BASE & MERIDIAN
THIS PLAT IS A REFERENCE ONLY AND NO LIABILITY IS ASSUMED FOR ACCURACY OR VARIANCE WITH THE ACTUAL SURVEY
WALLER SUBDIVISION
CHURCH HILL SUBDIVISION
LOT 2
LOT 1
PARKER PROPERTIES LLC
EARL FAMILY FARM LLC
01-003-220
ROBERT D. ROWSER TR.
CLARICE B. ROWSER TR.
HAUGEN ACRES NO. 2
BURWELL LLAMA PROPERTY LLC
WILKINSON LAND LLC
01-003-229
MICHAEL EVANS TR.
MYRA EVANS TR.
SIDWELL SUB
MORGAN COUNTY, UTAH
SCALE
ONE INCH 400 FEET
Engineering Associates Inc.

NOW


Plat: 423610
T 4 N - R 2 E | Section 36
NE 1/4 NW 1/4
MORGAN COUNTY, UTAH
MORGAN COUNTY
See Plat: 422501
Sub Map SubCode_31
Sub Map 95-019
Sub Map 24-033
Sub Map 99-001
Sub Map 15-011
Scale: 1" = 120'
THIS PLAT IS FOR TAX PURPOSES ONLY.

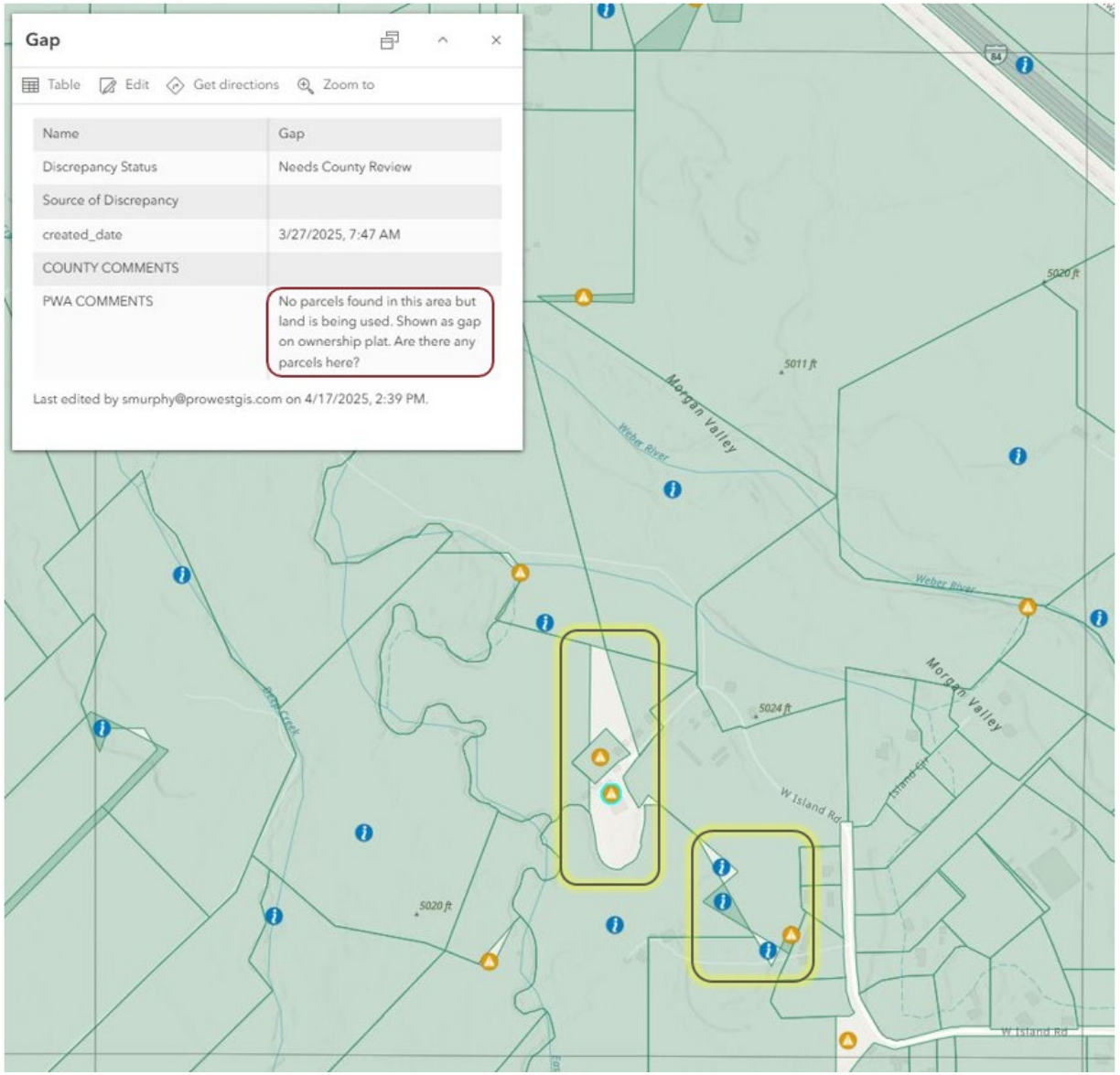


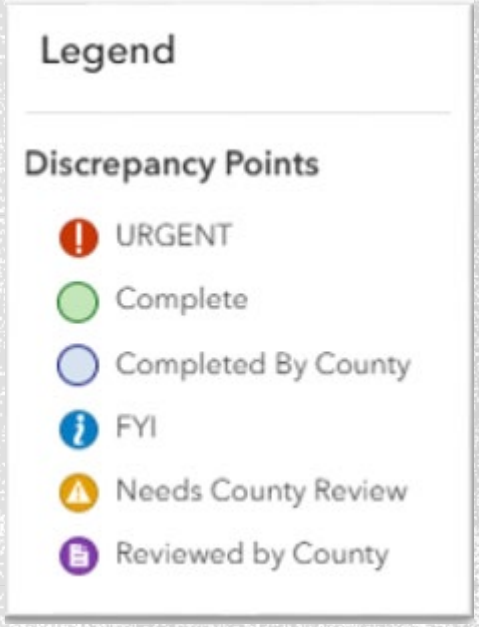
HAND-DRAWN OWNERSHIP PLAT

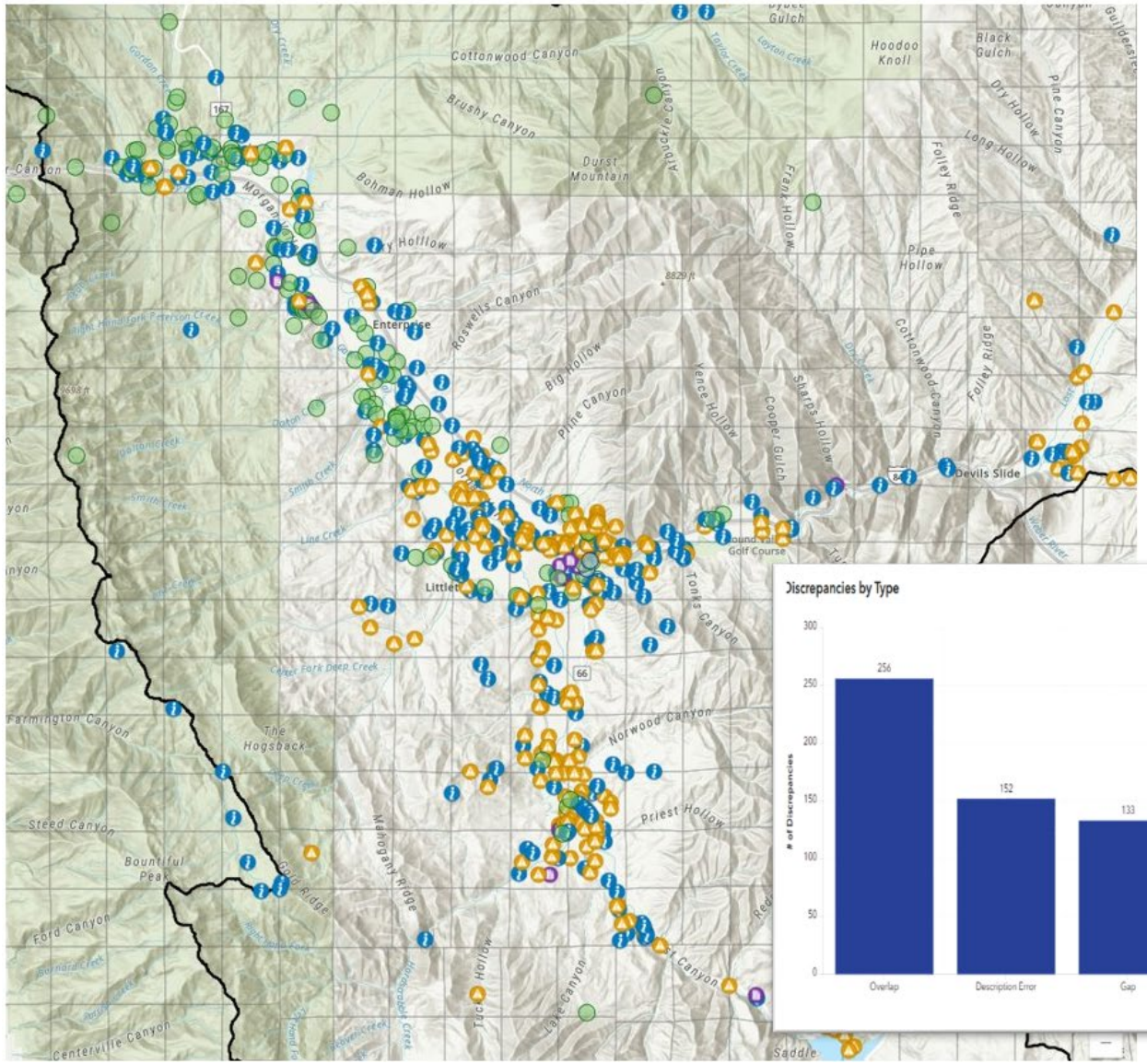


PRE-PARCEL FABRIC GIS

PRO-WEST DISCREPANCY POINT TRACKER



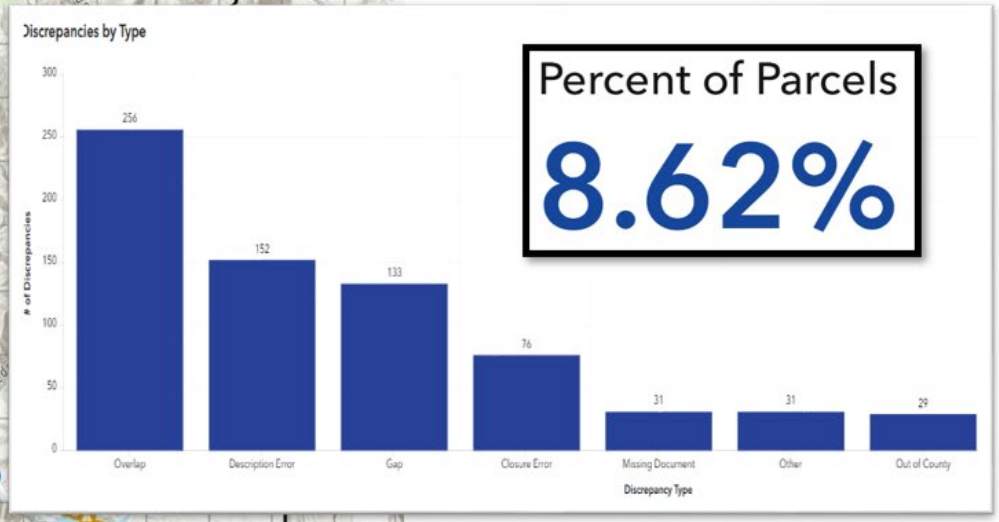




Legend

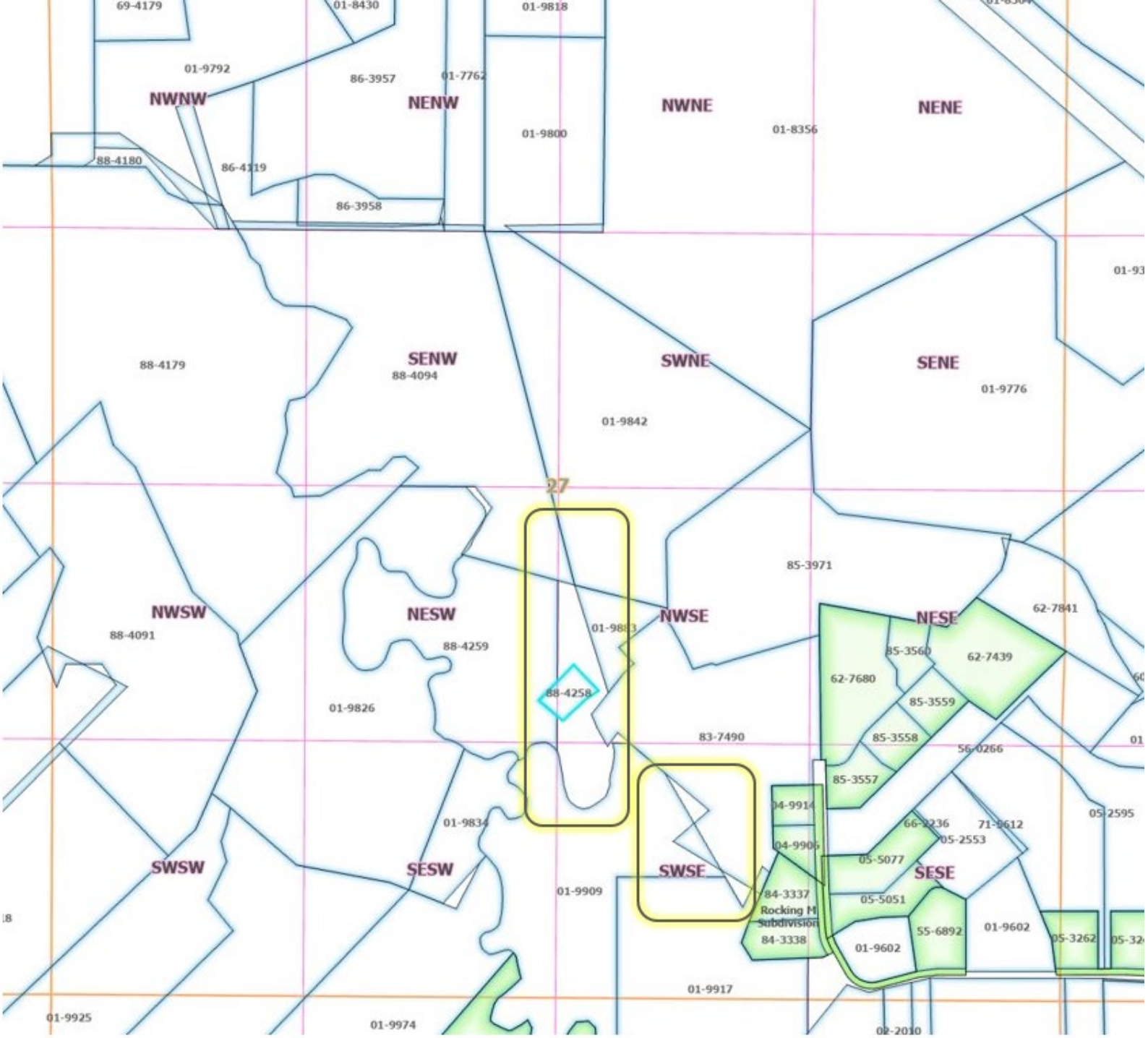
Discrepancy Points

- URGENT
- Complete
- Completed By County
- FYI
- Needs County Review
- Reviewed by County



Percent of Parcels

8.62%



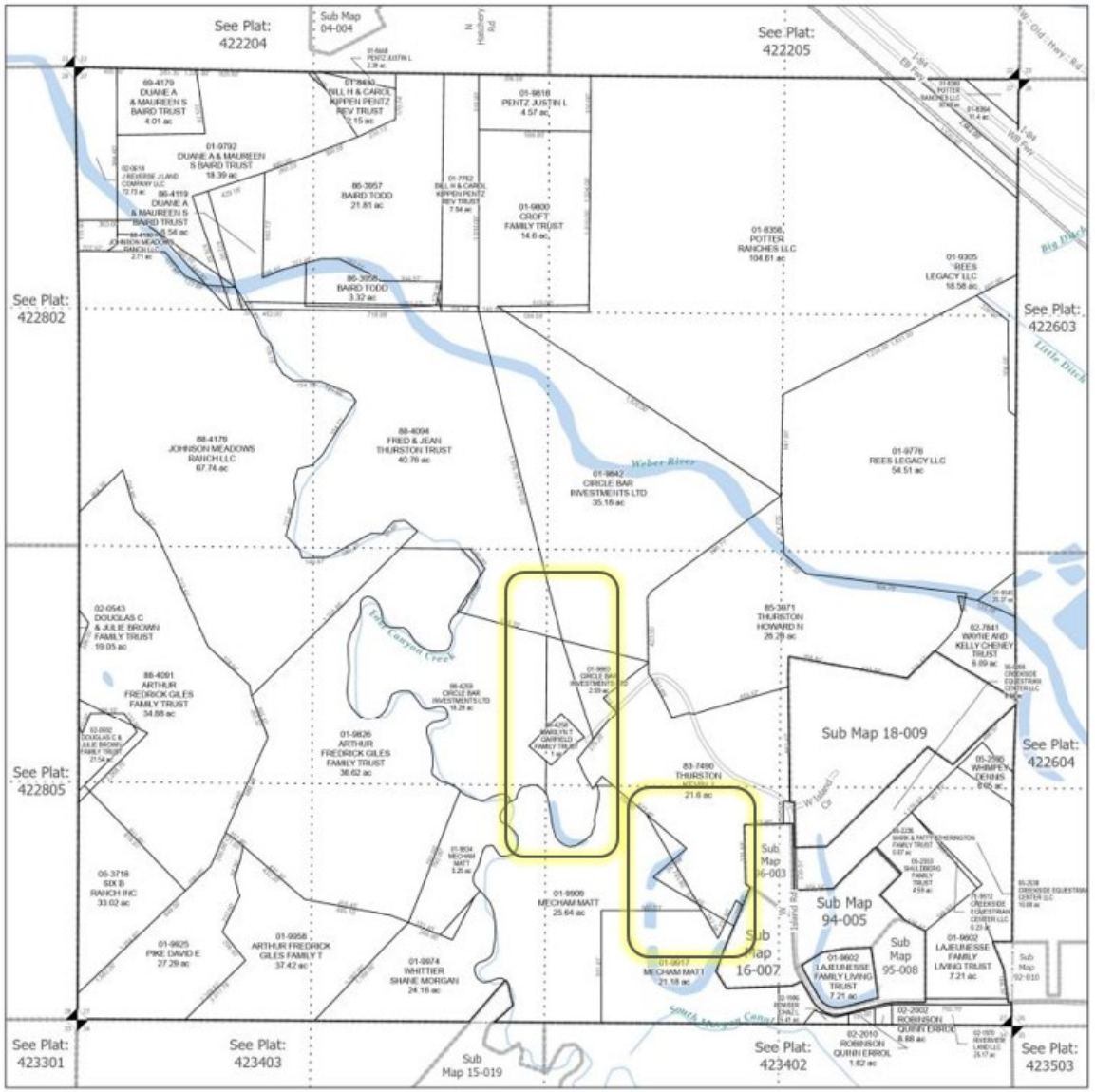
NEW PARCEL FABRIC GIS

- SUBDIVISIONS AND SURVEYS ARE NOW INCLUDED AS A FEATURE LAYER.

Plat: 422701

T 4 N - R 2 E | Section 27

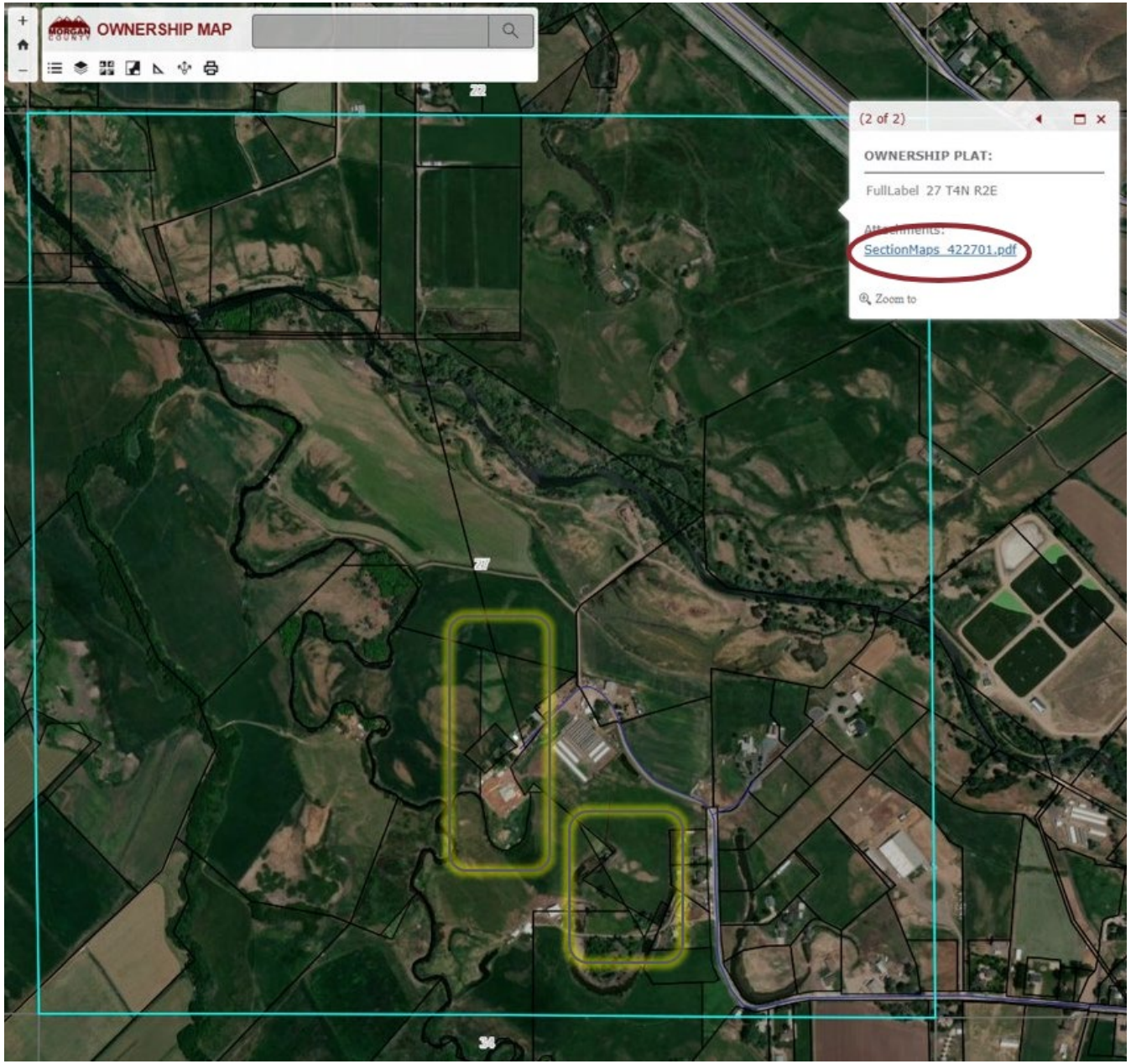
MORGAN COUNTY, UTAH



ELECTRONIC OWNERSHIP PLAT

REFLECTS EXACTLY WHAT IS SHOWN ON THE INTERNAL ArcPro GIS PROGRAM.

- INCLUDES WATER FEATURES.
- SHOWS LOCATIONS WITHIN THE COUNTY.



ONLINE OWNERSHIP MAP

- REFLECTS EXACTLY WHAT IS SHOWN ON THE INTERNAL ArcPro GIS PROGRAM.
  - INCLUDES RECENT IMAGERY
  - PROVIDES OWNERSHIP INFORMATION AND LINK TO THE TAX ROLL.

- Subdivision Plats Will Be Available To View As A PDF On Our Ownership Map At Your Own Convenience!
- Record Of Survey Plats Will Also Be Available To View As A PDF On Our Ownership Map At Your Own Convenience!
- Tie Sheets For The Section Corners In Morgan County Will Be Available to View As A PDF On Our Map With Years Of History Attached To Each Section Corner!
- Recording A Subdivision Plat Electronically Will Be Available Soon!

COMING SOON!

THANK YOU!

MORGAN
COUNTY

Morgan County Recorder's Office
801.829.3277
recorders@morgancountyutah.gov

July 15th, 2025

3:00 AUDIT COMMITTEE MEETING
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.

NOTE: Commissioner Mike Newton may attend virtually

COUNTY COMMISSION
Commission Chair Matt Wilson
Commission Vice Chair Vaugh Nickerson
Commissioner Raelene Blocker
Commissioner Blaine Fackrell

OTHER EMPLOYEES
IT Director Jeremy Archibald
Deputy Clerk/Auditor Katie Lasater
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith (CA)
Clerk/Auditor Leslie Hyde
Planning Director Josh Cook
Planner 1 Jeremy Lance
Fire Warden Dave Vickers
Public Works Director Bret Heiner
Recreation Director Lydia Hebdon

OTHERS IN ATTENDANCE
Debbie Sessions
Tina Kelley
Aaron Hixson
Brandy Grace
Carrie Jacobson
Dan Hemmert
Michelle Jenson
Kevin Eastman
Nobu Iizuka
Ed Schultz

3:00 AUDIT COMMITTEE MEETING

A review with HBME of Morgan County's Audit for the year 2024.
[Commission Members on the Audit Committee are **Blocker, Fackrell, and Nickerson**]

- The Audit Committee discussed the Auditor's findings regarding the impact fee schedule. It was highlighted that most submissions did not meet the detailed criteria. The committee was advised to contact Seth Overson at the State for a template to ensure compliance.

4:00 WORK SESSION

Brandy Grace, CEO Utah Association of Counties – Housing Foundation

- Brandy Grace and Dan Hemmert discussed the creation of a Housing Foundation to address affordable housing needs in rural counties. The foundation aims to manage a 10% affordable housing set-aside from project areas, focusing on workforce housing for those earning between 80% and 100% of the area median income. Dan Hemmert, a former state senator, emphasized the importance of housing affordability for economic growth and proposed a grant program to incentivize developers to build attainable housing. The foundation would administer these grants, ensuring funds are used locally and align with federal guidelines.

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies –

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from July 1st, 2025.
2. Approval of the Recorder's FY26 PLSS Grant (no match funds required)
3. Notice of Library Board of Trustees opening due to expiration of term and term limits.

Commissioner Nickerson moved to approve the consent agenda items.
Seconded by Commissioner Blocker
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

(C) Commissioner Declarations of Conflict of Interest

- Chair Wilson declared conflict of interest with Buster Delmonte as he has done work for his business 9Line.

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

- **None.**

(E) Presentations

1. **Dave Vickers** – Morgan County Fire Warden
   Gun Range Fuel Break Maintenance & Wildland Fire Risk Assessment
   1. Active and potential safety hazards
   2. Wildland fire mitigation needs
   3. Recommendations for site improvements

   - The Fire Warden presented this to the Commission where he discussed the increased fire activity in Utah and the need for a moratorium on long-range rifle shooting at the local gun range due to fire safety concerns. He provided detailed information on the current conditions of the gun range, including the presence of vegetation and rocks that could ignite from bullets. He suggested a moratorium on long-range rifle shooting until the end of the summer, with a re-evaluation in early September. He also suggested improvements to the gun range to prevent fires, emphasizing the urgency due to current fire conditions and resource constraints.
   - The Commissioners discussed the feasibility of making improvements to the gun range, including clearing vegetation and building berms.
   - The Fire Warden emphasized the importance of preventing fires and suggests that the county consider a major overhaul of the rifle range in the future.

2. **Carrie Jacobson** – Traffic Operations Engineer, UDOT

Presenting on a potential stop light in Morgan.

- Carrie Jacboson addressed the Commission and clarified that a traffic study was conducted at the eastbound I-84 off-ramp into Morgan City in response to concerns about traffic backing up during morning school hours. The study revealed that approximately 400 vehicles exit the ramp in the morning and 500 in the evening. While the volume threshold for a four-way stop was met, the required delay threshold was not, making it an unsuitable option. Sight lines at the ramp were found to be adequate, and the intersection is close to meeting the traffic signal warrant based on four-hour volume criteria, currently meeting two hours, with just a 5% traffic increase needed to meet the full requirement. Widening the ramp was also considered, but due to the proximity of the railroad and the cost of associated infrastructure such as retaining walls, it was deemed cost-prohibitive. Installing a traffic signal emerged as the most cost-effective solution. The proposed signal will use sensors to respond to real-time traffic conditions, minimizing unnecessary delays. A designer has already been secured through a streamlined procurement process, and a kickoff meeting has taken place to initiate design work, including visibility enhancements and advance signage due to nearby railroad structures. A design review will occur in the coming months, and construction is anticipated to begin before the end of the year, depending on contractor availability. This signal is expected to effectively reduce ramp congestion during peak traffic periods.
- The Commissioners raised concerns regarding traffic congestion near Commercial Street, particularly just past the railroad tracks. When vehicles are heading out of town and traffic backs up, a single car attempting to turn left onto Commercial Street (e.g., toward Larry's) can block the entire flow. This results in a complete stop for all vehicles behind, including those exiting the freeway. The situation already occurs during peak times, especially with traffic coming down from 711 toward the freeway and could worsen with additional traffic or signal changes.

(F) Action Items

1. **Michelle Jenson & Kevin Eastman** – Discussion/Decision – Weber Human Services
   Presentation on what Weber Human Services offers to Morgan County residents and discussion/decision on financial commitments.
   a. Michelle Jenson presented an overview of Weber Human Services, which serves both Morgan and Weber counties. She provided statistics on the number of households and individuals in Morgan County eligible for Medicaid and the services provided by Weber Human Services. The presentation included details on the full continuum of behavioral health services offered, including outpatient therapy, case management, and residential care. She also discussed the Meals on Wheels program which serves 30 meals per day to home-bound seniors in Morgan County, with a current waitlist of one to three individuals. She provided highlights of the prevention activities provided by Weber Human Services, including training youth on strategic prevention frameworks and community readiness surveys. The Morgan Cares initiative is mentioned as a key asset for preventing substance use issues and suicide.

Item was discussion only, this will be approved during budget discussions.

2. **Morgan Jr. Livestock Committee** – Discussion/Decision – Fairgrounds
   The Morgan Jr. Livestock has been approved for a grant to improve the Livestock building at the Morgan County Fairgrounds. Requesting permission to make improvements to County property.
   a. Craig Shupe, representing the Morgan County Junior Livestock program, provided an overview of the program's growth and a request for support. The program offers youth ages

8–18 the opportunity to raise and show livestock, and has seen a 25% increase in participation over the past decade, from 174 exhibitors in 2015 to 238 in the current year. Due to this growth, the existing livestock barn no longer meets the program's needs. A grant has been secured to fully fund the construction of an expanded facility, and the program is requesting permission to build the expansion on Morgan County property. The expansion is fully funded by a grant from the Morgan DAF.

Commissioner Nickerson moved to approve the Morgan Junior livestock to be able to increase the size of the livestock barn on county property.
Seconded by Commissioner Fackrell
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

3. **Bret Heiner –** Discussion/Decision – Morgan Public Works Director
   Discussion and decision of the additional cost of speed signs approved at the 06/17 meeting and potential purchase of two additional signs that would be donor funded.
   - **a.** Bret discussed the order and installation of traffic signals in Mountain Green on Old HWY including the additional cost due to the need for higher-grade signals as recommended by UDOT.
   - **b.** Commissioner Blocker mentioned that a private donor will fund two additional speed radar signs, bringing the total to four.

Commissioner Blocker moved to approve the extra $2,366 for the radar speed signs, the funds will come from the Opioid fund.
Seconded by Commissioner Fackrell
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

4. **Buster Delmonte –** Discussion/Decision – Citizen Request
   Discussion and decision on a requested fee waiver. [Previously discussed 06/17]
   - **a.** Chair Wilson introduced this stating there was discussion with the Commission and Buster Delmonte at the 6/17 meeting regarding the decision to waive certain fees on his behalf due to the need to relocate approximately $60,000 worth of infrastructure. Bret, who is present, confirmed that the first permit Buster must obtain is for a road cut to access utilities. He would like to request waving $9,000 waived for cutting the road.
   - **b.** The CA suggested that instead of waiving permit fees, the Commission should determine a fair reimbursement amount based on the cost of removing the overburden left by Wardell's Construction during the airport project. The concern is that waiving fees sets an ongoing precedent and may lead to repeated requests for additional fee waivers in the future. By addressing the issue through a one-time payment, reflecting what the County did not pay Wardell's to remove, the matter can be resolved without establishing a pattern of waiving standard permit fees.

Commissioner Fackrell moved to postpone this item to the August 5th meeting.
Seconded by Commissioner Nickerson
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

5. **Haley Johnson –** Discussion/Decision – Morgan County Fair
   Discussion on a 10% profit share contract with Drage Second Chance Ranch for Pony Rides at the 2025 Morgan County Fair.
   a. The CA introduced this stating the Commission previously approved the Fun Run with conditions related to safety, requiring adjustments to the route or start time. He added that Commissioner Newton recommended using an advertising agreement instead of a fee-splitting model to avoid potential liability from co-sponsorship. Under this approach, event organizers would follow standard vendor agreements and insurance requirements, with the County's role limited to promotion. Fair Coordinator Haley Johnson has requested a similar setup for an upcoming fair event, despite plans to move toward advertising-only agreements in the future. Given the short timeline, it was suggested that if approved, the event follow the same terms as the Fun Run, requiring insurance, indemnity, and listing Morgan County as an additional insured by July 22. No agreement has been drafted yet, and if approved, this should be the final event using the current model.

Commissioner Fackrell moved to approve the Drage Second Chance Ranch for pony rides at the Morgan County Fair according to the same contract that we did with the Fair Fun Run and that they provide the insurance and all the information by July 22nd.
Seconded by Commissioner Nickerson
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

6. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
   Discussion and decision on a budget adjustment for additional outlook licenses.
   a. IT Director stated the Fire Chief will need $1,500 to cover the new individuals who will be getting hired for the new fire stations that have been approved.

Commissioner Blocker moved to postpone the budget adjustment for $1,500 for the fire stations, email addresses.
Seconded by Commissioner Fackrell
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE

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

7. **Hon. Leslie Hyde** – Discussion/**Public Hearing**/Decision – County Clerk/Auditor
   Resolution CR 25-34 Amendment of Morgan County's 2025 Budget
   a) Request motion to adjourn public hearing and convene budget hearing
   b) Public comments (please limit to 3 minutes)
   c) Request motion to adjourn budget hearing and convene public meeting
   d) Approval of **Resolution CR 25-34** amending Morgan County's 2025 Budget
      i. The Clerk/Auditor introduced this as a request was presented for approval of Resolution CR-25-34, which includes multiple budgetary adjustments. These adjustments involve certified tax rate updates, departmental and fund balance changes, and budgeting for grants related to the airport, library, and recorder's office. It also includes budget updates to reflect the new agreement between Morgan County Fire and the WPR Road and Fire District, along with various other fund transfers. All fund balance adjustments included have been reviewed in prior meetings. A $1,500 request that was tabled earlier in the meeting will be removed from the resolution. Appreciation was expressed for the Commission's previous decision to require advance approval for fund balance use, which has streamlined the budgeting process. Notably, this round of adjustments did not include any negative impacts, and the certified tax rate changes were beneficial.

Commissioner Blocker moved to close public meeting and convened public hearing
Seconded by Commissioner Nickerson
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT.. The Motion passed.

- **No public comment.**

Commissioner Nickerson moved to close public hearing and reconvened public meeting
Seconded by Commissioner Fackrell
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

Commissioner Fackrell moved to approve CR-25-34 with the adjustment to take out the $1,500 that was motioned on item F6.
Seconded by Commissioner Blocker
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE

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

8. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning
   Cemetery Code Text Amendment: A request to adopt § 155.373 and amend §§ 155.008, 155.107, and 155.132 of the Morgan County Code to define public and private cemeteries, update zoning use tables, and establish approval standards for cemetery development. The proposed changes set minimum lot sizes, restrict burial in unsuitable areas, require detailed site plans, and formalize long-term maintenance obligations for private cemeteries through deed covenants and endowment funds. [Previously discussed 07/01]
   - **a.** Planning Director introduced this stating, at the previous meeting, a cemetery text amendment was presented; however, the updated text was not included in the meeting packet. The Planning Commission unanimously recommended approval of the amendment on June 12. Since then, minor clarifications have been made, shown in red text. Some of these changes reflect feedback from the July 1 discussion, most notably, the landscaping section was revised to reference the County's existing commercial landscaping standards rather than creating new ones specific to cemeteries. Additionally, the minimum acreage requirement was reduced from five acres to one. In response to a recent request from Commissioner Blocker, the proposed setbacks have been updated to align with the zoning district in which the cemetery is located. The applicant expressed no concerns with these adjustments and is willing to modify setbacks as directed.
   - **b.** The Commission discussed the need for paved roads in cemeteries, with some members preferring asphalt and others suggesting shale.
   - **c.** The CA raised a concern stating, allowing variances without clearly defined criteria in the statute, as it could lead to inconsistencies, especially with changes in Commission membership. While he is not opposed to moving forward if that is the Commission's preference, he noted that having established standards would help ensure consistency. Additionally, he emphasized that there are already existing avenues for residents or businesses to propose changes, such as submitting a formal text amendment request or working with a commissioner or planning commissioner to initiate one.
   - **d.** The Commission agreed on the setback being 20 feet and to allow for perimeter roads.

Commissioner Blocker moved to close public meeting and convened public hearing
Seconded by Commissioner Nickerson
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

- **No public comment.**

Commissioner Fackrell moved to close public hearing and reconvened public meeting
Seconded by Commissioner Nickerson
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

Commissioner Blocker moved to approve the Cemetery Code Text Amendment, amending the setbacks to 20 feet.
Seconded by Commissioner Nickerson
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

9. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning
   Code Enforcement Code Text Amendment: A request for approval of a text amendment to modify Morgan County Code to establish revised enforcement procedures, processes, and expand available civil and criminal remedies. [Previously discussed 06/03]
   - **a.** Deputy Attorney introduced this stating the code enforcement text amendment is being presented again after previously coming before the County Commission without first going through the Planning Commission due to a canceled meeting. Commissioner Newton had made several suggestions, prompting the Commission to request the amendment be reviewed by the Planning Commission before moving forward. One key issue involved proposed changes to three sections of code that would have redirected subdivision appeals from the County Commission to the appeal authority. After review, the Planning Commission recommended keeping the County Commission as the appeal authority for these matters. If the Commission agrees, the relevant sections—15.05.3971, 15.05.3437, and 15.05.440—will remain unchanged.
   - **b.** Deputy Attorney also noted that the original ordinance allowed fines of up to $100 per day; the proposed amendment increased that cap to $1,000 per day. In response, the Planning Commission recommended a progressive fine structure based on repeated violations within a 12-month period—starting at $500/day for a first violation, $750/day for a second, and $1,000/day for a third. While these amounts are higher than the previous structure, they are consistent with fines in other jurisdictions. However, unlike other jurisdictions where fines begin immediately, this proposal allows for a 30-day compliance period before fines accrue. Enforcement begins only after a formal notice of non-compliance is issued, which follows an initial 10-day courtesy notice. Extensions can be requested, and fine amounts may be appealed to the Zoning Administrator.

Commissioner Nickerson moved to close public meeting and convened public hearing
Seconded by Commissioner Fackrell
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

- **No public comment.**

Commissioner Fackrell moved to close public hearing and reconvened public meeting.
Seconded by Commissioner Nickerson

VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

Commissioner Nickerson moved to approve the Ordinance CO-25-11 the Code Enforcement Code Text Amendment.
Seconded by Commissioner Blocker
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

10. **Kate Becker & Josh Cook –** Discussion/Decision – Morgan County Department Heads Prioritization of outstanding code text amendments.
    a. The CAM presented a list of pending code text amendments, including commercial design standards, food trucks, and geo-hazard restrictions.
    b. The Commission will email the Planning Director of what they would like worked on in order of priorities and he will work on those accordingly.

Discussion and direction only.

11. **Hon. Morgan County Commission –** Discussion/Decision – Commission Travel UAC Annual Conference Attendees: Early Bird Registration (Aug 8) is $460/ guest $40
    a. The Commission decided that Commissioners Newton, Blocker and Fackrell.

Commissioner Nickerson moved to approve three Commissioners to attend the UAC Annual Conference.
Seconded by Commissioner Blocker
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

12. **Hon. Matthew Wilson –** Discussion – County Commission Chair Morgan County Food Pantry
    a. Chair Wilson introduced this raising concerns about the Morgan Food Pantry's funding and operations.
    b. The CA clarified that the pantry was previously managed by the county but is now operated by Grace Fellowship Church.
    c. The Commission discussed the need for a sustainable funding model and the importance of community support.

d. The Commission agreed on the decision to continue monitoring the pantry's operations and funding needs.

Discussion only, no motion made.

13. **Jeremy Archibald –** Discussion/Decision – Morgan County I.T. Manager
    Discussion and decision on a budget adjustment to extend server warranty.
    a. The IT Director introduced this, he requests approval to renew the warranty for a $50,000 server, which is set to expire on August 11.

Commissioner Nickerson moved to approve the amount of $1,134.96 for the IT Department to renew the warranty for our server, coming out of the general fund and moving it to fund 10-4149-310.
Seconded by Commissioner Fackrell
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

14. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
    Discussion and decision on a budget adjustment to purchase additional fleet.
    a. The CAM introduced this stating, she is requesting approval to buy 3 vehicles at the state bid price for fleet vehicles and the need for additional funding to purchase four vehicles, including one with a tow package.
    b. The Commissioners inquired about which offices need vehicles.
    c. The CAM clarified that there is need for at least 3 in Planning and Development, the Assessor's office, Recreation, and other needs for County employees.

Commissioner Fackrell moved to approve an additional expenditure of $6,673 to purchase two vehicles, including the towing package on one of them.
Seconded by Commissioner Blocker
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

15. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
    'Get Healthy Utah' Designation for unincorporated portions of Morgan County.
    a. The CAM introduced this stating an email invitation was received regarding participation in the Healthy Utah Communities program. Upon inquiry, it was clarified that counties are not eligible to apply directly, as the program is administered through the Utah League of Cities and Towns. However, unincorporated areas within counties may be eligible if the county supports their participation in the process. While Morgan City does not currently have the designation, and most of Morgan County is unincorporated, the County has consistently ranked among the top 10 healthiest counties in the U.S. for six consecutive years, indicating

potential qualification. This is being brought to the attention of officials who represent unincorporated areas, such as Enterprise, to consider whether they might pursue the designation. She has a 45-minute training is scheduled with them, and the application requirements for the designation have been shared for reference.

No motion, discussion only.

16. **Kate Becker –** Discussion/Decision – Morgan Administrative Manager
    - **a.** Review and possible award of the Fairgrounds Multiuse Field RFP
    - **b.** Request to repost the Fairgrounds Electrical RFP due to lack of bids.
        - i. The Commission reviewed the bids for the Fairground Multiuse Field RFP. With one being over budget and one under budget.
        - ii. The Commission discussed the need for drilling a well for the field. It was discussed that this would only need secondary water.
        - iii. The Commissioners debated the inclusion of parking lots and fences in the RFP and consider revisiting the bids with these modifications.
        - iv. The Recreation Director addressed the Commission stating she didn't include a parking lot in the RFP as there is no need for one.
        - v. The CAM stated that there were no bids for the electrical RFP. This will need to be reposted.

No motion or vote taken, item was agreed on by Commission to be discussed at the August 5th meeting.

17. **Hon. Garrett Smith –** Discussion/Decision – Morgan County Attorney
    Opioid Settlement signature authority and continued participation.
    - **a.** The CA introduced this stating an updated opioid settlement email was received today, which differs from the one included in the agenda packet. The previous settlement involved Purdue Pharma and the Sackler family, with a substantial amount of $6.5 billion. The new email pertains to eight additional settlements. Historically, authorization was granted to review and sign opioid settlement documents to ensure the County received its share of the funds. Since all new settlements are using the same forms previously reviewed, a request was made to retain that signing authority to avoid bringing each settlement back for separate approval. The request includes continuing this authorization until formally rescinded, with ongoing email updates to the Commission for transparency.

Commissioner Fackrell moved to authorize Garrett Smith, the County Attorney, to retain signature authority on behalf of the County for all matters related to the continued participation in the opioid settlement, until rescinded.

Seconded by Commissioner Blocker
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

18. **Hon. Garrett Smith –** Discussion/Decision – Morgan County Attorney

Retroactive fee request for the 'No One Fights Alone 5K'

a. The CA informs the commission about a request to waive a $50 permitting fee for the No One Fights Alone 5K event.

Commissioner Blocker moved to reimburse the $50 fee charged to No One Fights Alone 5K.
Seconded by Commissioner Fackrell
VOTE:
Commission Chair Wilson AYE
Commissioner Newton ABSENT
Commissioner Blocker AYE
Commission Vice Chair Nickerson AYE
Commissioner Fackrell AYE
The Vote was 4 AYE, 1 ABSENT. The Motion passed.

(G) Commissioner Comments

- Commissioner Blocker
  - She attended Intermountain Health Needs Assessment for Morgan County, she noted a 5% increase in food insecurity in the county since 2021. 30% of local overdoses are accidental, often due to elderly individuals forgetting they already took their medications.
  - She attended the YCC meeting, where they discussed the Love Better program, it focuses on teen outreach and education regarding healthy relationships. Teaches youth how to identify and avoid abusive relationships through prevention and awareness efforts.
- Commissioner Newton
  - **ABSENT.**
- Commissioner Fackrell
  - The 4th of July event that was put on by the Chamber went great and had great attendance. They had a lot of participation with the cardboard regatta.
  - He asked the Commission to consider doing a float for the fair.
- Commission Vice-Chair Nickerson
  - The new farm bill passed and the Conservation District expressed support and satisfaction with the passage of the new farm bill.
  - There is a grant available for weed control, the grant is to help landowners purchase herbicides for weed management. Though late in the season, chemicals can still be bought now and reimbursed, then used in the spring. Grant forms will be available in the coming weeks. Once the grant form is ready, it will be shared with Kate Becker for posting on the appropriate website
  - He mentioned a fence in/fence out discussion, Concerns were raised about developers removing existing fences during property development. The district recommends that developers be responsible for reinstalling fences to prevent livestock from entering residential areas. Specific concern was noted in areas like Summer Ridge and The Ridges subdivisions.
- Commission Chair Wilson
  - **None.**

    - The CAM provided an update on 9 Springs Resort. A meeting was held on June 26 with the County Attorney, the Clerk/Auditor, and the consulting firm hired to conduct the Lieutenant Governor's pre-incorporation (feasibility) study for the Nine Springs area. During the discussion, the firm requested several documents necessary to advance their analysis. These include all existing agreements with the City of Morgan, as well as proprietary data from Wasatch Peaks Ranch and the road and fire districts, if they are willing to share it. Commissioner Blocker has already provided one of the requested

documents, but additional information is still needed to complete the data submission. This serves as an update on that meeting and the next steps in the study process.

Adjourn – 9:00 p.m.

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

APPROVED: _____ DATE:
Morgan County Commission Chair

ATTEST: _____ DATE

Morgan County Deputy Clerk/Auditor

***Action Item(s) that includes Public Hearing(s) will be held at or after 6:00 PM**

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

If you want to participate virtually in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 24 hours before the scheduled meeting.

Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the State of Utah, Administrative Office of the Courts, referred to as STATE, and the following CONTRACTOR:

Morgan County Sheriff
Name

P.O. Box 1047
Address

Morgan | UT | 84050
City | **State** | **Zip**

LEGAL STATUS OF CONTRACTOR
- ☐ **Sole Proprietor**
- ☐ **For-Profit Corporation**
- ☐ **Non-Profit Corporation**
- ☐ **Partnership**
- X **Government Agency**

Contact Person: Corey Stark Phone: 801-829-0590 Email: cstark@morgancountyutah.gov

Vendor #: 22714J Commodity Code #: 96480

2. GENERAL PURPOSE OF CONTRACT: To provide court perimeter and bailiff services at the courthouse/s in this county. (Required by Statute **17-22-27 Paragraph 2. Sheriff – Assignment of court bailiffs – Contract and Costs**

3. PROCUREMENT: This contract is entered into as a result of: **No procurement required (Government Agency).**

4. CONTRACT PERIOD: Effective Date: 07/01/25 Termination Date: 06/30/26 unless terminated early or extended in accordance with the terms and conditions of this contract. RENEWALS: NONE

5. CONTRACT AMOUNT: CONTRACTOR will be paid based on the following for this Contract Period:
   Maximum Contract Hours: 1,716 at Rate: $26.20 Maximum Budget: $44,959.20

6. ATTACHMENT A: Terms and Conditions
   ATTACHMENT B: Scope of Work
   ATTACHMENT C: Costs/Payment
   Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

Corey Stark 7-16-2025
County Sheriff **Date**

County Commission **Date**

Garrett Smith 7/16/25
County Attorney **Date**

STATE:

Court Security Director or AOC Designee **Date**

Keisa Williams 5/12/25
Approved as to Form **Date**

Approved as to Availability of Funds **Date**

State Division of Finance **Date**

RESOLUTION CR 25-35

A RESOLUTION OF THE MORGAN COUNTY COMMISSION TO APPOINT **LINDSEY HUNT** TO THE MORGAN COUNTY LIBRARY BOARD OF TRUSTEES.

WHEREAS, Morgan County Library Trustee Willinda Briggs completed her second term of service with the Morgan County Library Board of Trustees on June 30, 2025, leaving a vacated seat. Per the term limits set in the Library Board of Trustee bylaws, Willinda Briggs is ineligible for reappointment; AND

WHEREAS, the Morgan County Library Board voted in support of the appointment of applicant Lindsey Hunt at their July 9th, 2025 meeting and recommends such to the Morgan County Commission.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission hereby accepts the recommendation of the Morgan County Library Board appointing Lindsey Hunt to serve on the Morgan County Library Board of Trustees through June 30, 2029.

PASSED AND ADOPTED this 5th day of August 2025.

MORGAN COUNTY COMMISSION:

_____

Matthew Wilson, County Commission Chair

ATTEST:

_____

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

_____

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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

Kate Becker

From: Erin Bott
Sent: Friday, July 11, 2025 4:31 PM
To: Kate Becker
Subject: Recommendation of new Library Board Trustee
Attachments: Lindsey Hunt letter of interest.docx

Kate,
Our former Library Board Chair, Willinda Briggs, completed her second term of service with us on June 30, 2025. Per the term limit set in our bylaws, that made her ineligible for reappointment.

We posted the open Trustee position in the library and on our website. We received a letter of interest from Lindsey Hunt (attached). The Board reviewed her letter at our 7/9/25 meeting, and voted unanimously to recommend Lindsey Hunt to the County Commission for appointment to the Library Board. If appointed, her first term of office will run for four years, through June 30, 2029.

Please let me know if you need anything else form me to get this before the Commission, or if there are any questions.

Thank you!

Sincerely,
Erin Bott
Director
Morgan County Library
50 North 100 West
Morgan, UT 84050
Phone: 801-845-4075

Hello Erin!

I hope this email finds you well. I am writing to formally express my interest in serving as a trustee on the Morgan County Library Board. As a dedicated supporter and loyal member of our library and its vital role in fostering education and community connection, I would be honored to contribute to the continued success and growth of our library system.

I bring to this role a strong sense of civic responsibility and a deep appreciation for the library's role as an inclusive and evolving resource for the community. My previous volunteer experiences such as board member for Morgan Valley Arts Council have equipped me with skills in collaboration, decision-making, and public communication, which I believe align well with the responsibilities of a library trustee.

I would welcome the opportunity to listen to the needs of our community, engage in strategic planning, and advocate for the library's mission and goals.

Thank you for considering my application. Please don't hesitate to contact me at 208-227-4488 or lindshunt91@gmail.com should you need any additional information.

Warm regards,

Lindsey Hunt

AMERICA 250 | UTAH

MEMORANDUM OF UNDERSTANDING

Between the

AMERICA250 UTAH COMMISSION

and

MORGAN COUNTY

1. Parties

This Memorandum of Understanding ("MOU") is between America250 Utah Commission, hereinafter referred to as ("A250UT"), a state governmental entity, and (MORGAN COUNTY), a Utah municipality or county, hereafter referred to as (COUNTY).

2. Purpose

The purpose of this memorandum is to outline the materials and information that (COUNTY) will share with A250UT in direct connection to the stipend received.

3. MOU Agreement

Now, therefore, in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties enter into this MOU subject to the following terms and conditions:

SPECIAL TERMS

4. A250UT agrees to:

a. Allocate a stipend of $ 3,000 to (COUNTY) for use on events or promotion of local America250 Utah community initiatives.

b. Provide updates on America250 Utah events and programs around the state during every other month calls starting in August 2025.

c. Maintain open communication lines for questions and support.

5. (COUNTY) agrees to:

a. Promote America250 Utah in at least one public forum, e.g., social media post, onstage mention, or promotional materials.

b. Collect and keep record of local anniversary events and information to share with A250UT as part of a brief archive report due August 2026, including:

i. How stipend dollars were utilized

ii. Local event/initiative(s), date(s), location(s), purpose, attendance, social media engagement, etc.

iii. Additional digital artifacts, including photographs

iv. Post at least one event on NowPlayingUtah.com specifically tagging America250 Utah

c. To allow America250 Utah to share contact information of its designated contact for (COUNTY) local America250 committee on the America250 Utah website for public use and access. Please designate contact below:

i. Contact name Kate Becker

ii. Contact email kbecker@morgancountyutah.gov

iii. Contact Phone number 435-800-8724

iv. Address 48 W Young Street, Box 886 Morgan, UT 84050

6. Compliance with Laws

In performance of this MOU, both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

* * *

By signing below, (COUNTY) represents that it has carefully read this MOU and has had the opportunity to review and discuss the MOU with legal counsel. No representations, statements, or inducements, either oral or written, apart from those contained in this MOU, have been made.

_____ _____

Nicole Handy
Executive Director, America250 Utah Commission
Department of Cultural and Community Engagement

Date

_____ 08/05/2025

Name: Matthew Wilson
Title: Morgan County Commission Chair
Affiliation: Morgan County

Date

For additional information contact:

Chris Abbott
Associate Director, America250 Utah Commission
Utah Department of Cultural & Community Engagement
chrisabbott@utah.gov
801.707.7833

Kate Becker

From: Chris Abbott <chrisabbott@utah.gov>
Sent: Wednesday, July 23, 2025 3:34 PM
To: Chris Abbott
Subject: America250 Utah Community Stipends | Promo Video | Convening Meetings | Merch Partner
Attachments: MOU_A250UT Communities_7.2025.pdf

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

Greetings, America250 Utah Community Partners.

We thank you for all the work you have done to become a partner with us. You should all have your America250 Utah locally branded logos. If you do not, please let me know and I will send them over. And here is our America250 Utah promotional video that you can use in any capacity in your communities: https://youtu.be/de9fQ3L7vQg?si=M2ahsBwcy9s57BwW - folks are using it for rodeos, sporting events, etc.

For the stipends, we have a simple process that each of you can follow as outlined below:

- Review and complete the attached MOU. The MOU is a fillable PDF form. If there are issues with the form please let me know and we can find an easy solution for you.
    - **Note:** on item 4-a. counties will enter $3,000 and municipalities will enter $1,500.
- Please return the completed MOU along with a current W-9 form at your earliest convenience.
- Once we have your signed MOU and W-9, we will generate an internal invoice and send it to the department's finance team who will begin to process the stipends. We will work as quickly as possible to send those funds out.
- We will also countersign the MOU and share that back with you for your records.
- If you have any questions, please let me know.

As a America250 Utah Community Partner we wish to invite you to **every-other month virtual convenings** where we will talk about how things are going in your community, share updates from the America250 Utah Commission, answer any questions you might have, and build upon ideas you have in your communities. The schedule will be the first Tuesday at 2pm starting in August 2025. Please watch for the calendar appointment shortly.

- August 5, 2025 | October 7, 2025 | December 2, 2025 | February 3, 2026 | April 7, 2026 | June 2, 2026
- All at 2pm for 1 hour.

And one more item for your consumption. We have partnered with BrightPoint Creative as the **official merchandise partner** for America250 Utah. They are a full-service partner that can produce just about any idea you have for merch. Think: pins, hats, clothing, stickers, patches, coins, banners, flyers, frisbees, water bottles, mugs, pennants, hot pads, table runners…you get the idea. They are so great and easy to work with. Our contact is Chandler Adams: cadams@brightpointcreative.com and she is

going to reach out to lend support as you think about merchandise ideas for your locally branded logos. *Just a reminder, you may sell your locally branded merch items and keep the profits*. Keep an eye out for an email from Chandler. And BrightPoint Creative has started an America250 Utah store with a few items that are Utah branded - you can visit the store here. The inventory will continue to grow.

Thank you for taking time to read the various elements of this email. We are here every step of the way, so please let us know what you might need to be successful.

Best,

Chris

--
Chris Abbott
Associate Director, America250 Utah Commission
Utah Department of Cultural & Community Engagement
america250.utah.gov
801.707.7833

GRAZING LEASE AGREEMENT

This Grazing Lease Agreement ("Agreement") is entered into as of the 1st day of May, 2025, by and between **Morgan County**, a political subdivision of the State of Utah ("County"), and **Adam Toone**, an individual residing at 4610 N Lost Creek Croydon, UT 84018 ("Lessee").

1. Leased Premises

The County hereby leases to Lessee approximately 12.8 acres of County-owned land located on a portion of Parcel 00-0005-2363, situated east of the Morgan County Fairgrounds at 750 E. Como Springs Road, Morgan, Utah ("Premises"), as depicted on the attached map (Exhibit A). The Premises shall be used solely for agricultural/grazing purposes and may not be subleased.

2. Term

The lease term shall be three (3) years, beginning May 1, 2025, and continuing through November 30, 2027, with annual use permitted only between May 1 and November 30 of each year.

3. Payment

Lessee shall pay an annual lease amount of $1,467.00, as awarded by sealed bid, due within ten (10) days of the award. Payments for subsequent years shall be due on or before May 1 of each lease year.

4. County Fair and Event Restrictions

Lessee shall remove all livestock and equipment from the Premises no later than seven (7) days prior to the start of the annual Morgan County Fair and shall not return livestock until after the conclusion of the Fair, as determined by the County.
Additionally, the County may require Lessee to remove animals or restrict grazing during other scheduled public events. The County shall provide at least five (5) days' notice of such restrictions unless emergency conditions require shorter notice.

5. County Termination Rights

Notwithstanding any other provision, Morgan County reserves the right to terminate this Agreement at any time and for any reason, including for future expansion, development, or repurposing of the Fairgrounds. In such case, County shall provide Lessee with at least 30 days' written notice. If terminated early, Lessee shall be entitled to a pro-rata refund of any prepaid lease amount for the remainder of that lease year.

6. Use and Maintenance of Premises

The Lessee shall:

- Use the leased premises solely for the purpose of livestock grazing;
- Keep all livestock strictly within the designated grazing area boundaries;
- Be fully responsible for any damage to County-owned structures, fences, gates, or other property arising from Lessee's use of the premises;
- Not construct or place any permanent structures or improvements on the premises;
- Prevent overgrazing and avoid degradation of soil, vegetation, and other natural resources;
- Maintain all existing fences and gates in good, functional condition;
- Install and maintain any temporary fencing required to contain livestock or protect specific areas, at Lessee's sole expense;
- Comply with all applicable local, state, and federal laws, ordinances, and regulations governing the use of the premises and livestock grazing.

7. Weed Control and Stewardship

Lessee is responsible for controlling noxious weeds and maintaining the Premises in good agricultural condition. Lessee shall comply with all applicable state and County weed ordinances and shall avoid introducing or spreading invasive species.

8. Insurance and Indemnification

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

9. Default and Remedies

If Lessee fails to comply with any provision of this agreement, the County may declare a default and terminate the Agreement with ten (10) days' written notice. Upon termination, Lessee shall immediately vacate the Premises and shall not be entitled to a pro-rata refund of any prepaid lease amount for the remainder of that lease year.

10. Miscellaneous

- This Agreement may not be assigned without County consent.
- Amendments must be in writing and signed by both parties.

- Utah law governs this Agreement.
- This Agreement, along with the bid documents and Exhibit A (Map), represents the full and final agreement of the parties.

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

MORGAN COUNTY

By: _____
Matthew Wilson, County Commission Chair

Attest: _____
Leslie A. Hyde, County Clerk/Auditor

LESSEE

_____
Adam Toone

(801) 821-1992 / a.toone@skinnytconstruction.com / PO Box 383 Morgan, UT 84050

EXHIBIT A – MAP OF GRAZING AREA

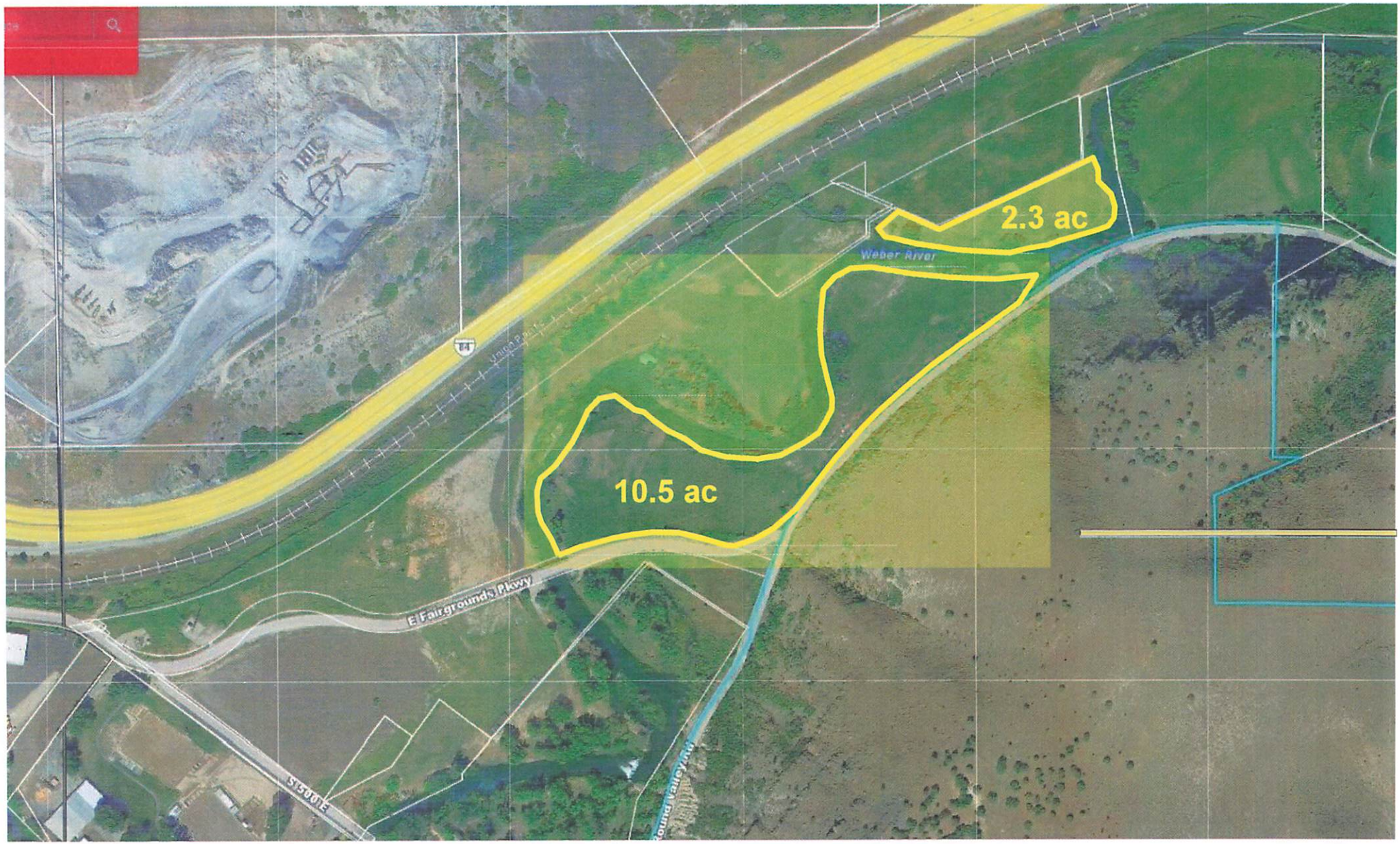
Notice of Request for bids for Leasing of Portions Located at the

Morgan County Fairgrounds

Morgan County is requesting bids for the lease of portions of property owned by Morgan County Fairgrounds for agricultural use from May through November. Properties included are fields east of the fairgrounds. Fields are identified as portions of parcel 00-0005-2363. For greater detail, see attached map approximately 12.8 acres. The lease will be a bid price per year but a three year contract. Morgan county will reserve the right to cancel the contract at anytime for any reason do to future plans or expansion for the fairgrounds .

Interested parties shall submit sealed bids to the Morgan County Public Works Director by April 4 th 2025 pm at the Morgan County public works building 380 no industrial dr Morgan, Utah. Bids will be awarded at the public works office. Payment will be due ten days after bid has been awarded. Morgan County reserved the right to reject any and all bids or to waive any formality or technicality in any bid in the interest of Morgan County.

Morgan County Fairgrounds Property
Lease Boundary 2025



MORGAN COUNTY

Morgan County
Public Works
48 W Young Street
Morgan, UT 84050

Bret Heiner
Public Works
Director
801-821-1475

SEALED BID FOR

LEASING PORTIONS LOCATED AT MORGAN COUNTY FAIRGROUNDS

April 3, 2025

To: Morgan County Public Works Director

380 N Industrial Dr.

Morgan, UT 84050

Biddier:

Adam Toone

PO Box 383

Morgan, UT 84050

a.toone@skinnytconstruction.com

801-821-1992

Parcel Number and description: portions of parcel 00-0005-2363 (Fenced portions of parcel on either side of Weber river.

I bid $1,467.00, one thousand four hundred sixty-seven dollars, for the annual rental of the proposed area of the Morgan County Fair Grounds, which shall be paid ten days after being awarded. A certificate of liability insurance can be provided upon request.

It is understood that the lease is for agriculture use from May 1 through November 30 paid annually for the next 3 years.

4-7-2025

S Hyde

4-7-25 PO

Signed: Adam Toone

Date: April 3, 2025

STAGE 2: FIRE RESTRICTIONS IN EFFECT

Utah Code: 65A-8-212

NO OPEN FIRES OF ANYKIND INCLUDING CHARCOAL GRILLS AND BARBECUES, COAL AND WOOD BURNING STOVES AND TENT STOVES.

NO FIREWORKS, TRACER AMMUNITION, PYROTECHNIC DEVICES OR EXPLODING TARGETS

NO CUTTING-GRINDING & WELDING NEAR DRY VEGETATION

NO SMOKING EXCEPT IN ENCLOSED AREA, A DEVELOPED RECREATION SITE OR AREA THAT IS FREE FROM VEGETATION

EXEMPTIONS APPLY VISIT: UTAHFIREINFO.GOV

CHAINSAWS, MOTORCYCLES, ATV'S OR OTHER SMALL INTERNAL COMBUSTION ENGINE MUST HAVE APPROVED SPARK ARRESTOR

UTAH DNR FORESTRY, FIRE & STATE LANDS

FOREST SERVICE U.S. DEPARTMENT OF AGRICULTURE

NATIONAL SYSTEM OF PUBLIC LANDS U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

NATIONAL PARK SERVICE

U.S. FISH & WILDLIFE SERVICE DEPARTMENT OF THE INTERIOR

U.S. DEPARTMENT OF THE INTERIOR 1824 BUREAU OF INDIAN AFFAIRS

FIRE SENSE

UtahFireInfo.gov

FIREWORKS AND FIRE RESTRICTIONS IN EFFECT

UtahFireInfo.gov

UTAH DNR FORESTRY, FIRE & STATE LANDS

FOREST SERVICE U.S. DEPARTMENT OF AGRICULTURE

NATIONAL SYSTEM OF PUBLIC LANDS U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

NATIONAL PARK SERVICE

U.S. FISH & WILDLIFE SERVICE DEPARTMENT OF THE INTERIOR

U.S. DEPARTMENT OF THE INTERIOR 1824 BUREAU OF INDIAN AFFAIRS

FIRE SENSE

UTAH INTERAGENCY FIRE

FOR IMMEDIATE RELEASE Date: July 31, 2025

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

Stage 2 Fire Restrictions Issued Across Utah

Utah — Due to extreme fire danger, persistent hot and dry weather, and an increase in statewide fire activity, interagency fire officials are implementing Stage 2 Fire Restrictions beginning August 1, 2025, at 12:01 a.m. These restrictions apply to all state and private unincorporated lands in Utah.

In addition, some federal land management agencies are also enacting Stage 2 restrictions on Bureau of Land Management (BLM), National Park Service (NPS), and U.S. Forest Service (USFS) lands, except the Uinta-Wasatch-Cache and Ashley National Forests.

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

Who is in Stage 2 Fire Restrictions?

State of Utah

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

Bureau of Land Management

- Color Country District
- Canyon Country District

- Green River District
- Paria River District
- West Desert District

U.S. Forest Service

- Dixie National Forest
- Fishlake National Forest
- Manti-La Sal National Forest

National Park Service

- Year-round fire restrictions are always in effect for all National Park units. Please check with each individual park for the most current fire restriction information.

What's NOT Allowed (Stage 2 Prohibitions)

1. Building, maintaining, attending, or using a fire or campfire is prohibited, including charcoal grills, pellet grills, or ash-producing fuel
   - Applies even at homes and in developed camping or picnic grounds

2. Smoking, except:
   - Within an enclosed vehicle, trailer, or building
   - At a developed recreation site
   - While stopped in an area paved or cleared of dry vegetation

3. Discharging or using fireworks, tracer ammunition, or other pyrotechnic devices, including exploding targets

4. Cutting, welding, or grinding metal in areas of dry vegetation

5. Operating motorcycles, chainsaws, ATVs, or other small internal combustion engines without an approved and working spark arrestor

What's Allowed

- Properly shielded gas or liquid-fueled portable camp stoves with a shut-off valve, with at least a three-foot-diameter area cleared of flammable vegetation.
- Activities conducted under a valid permit or waiver issued by a land agency within designated locations
- On-duty firefighters performing official duties.

Violating Stage 2 restrictions is a Class B misdemeanor, punishable by:

- Up to 6 months in jail
- A fine of up to $1,000

Why the Restrictions?

"The Deer Creek and Monroe Canyon Fires show how quickly fire behavior can turn extreme in Utah right now. With fuels drying out more each day and no relief in sight, our landscapes are becoming increasingly at risk for large wildfires," said Brett Ostler, Fire Management Officer with the Utah Division of Forestry, Fire, and State Lands.

Chris Delaney, BLM Utah State Fire Management Officer, added:
"Utah's lower-elevation rangelands are critically dry, and fire behavior across the state has been extreme this year. With hot, windy conditions, even small sparks can quickly turn into fast-moving wildfires. Stage 2 restrictions are necessary to protect these vulnerable landscapes and nearby communities."

"Some of our national forests are seeing critical conditions, while others are not," said Zephaniah Cunningham, Acting Fire Director for the Forest Service Intermountain Region. "We want people to be able to recreate as freely as possible, while protecting areas that are currently more susceptible to wildfire. These restrictions will continuously be evaluated and change as needed, based on the data."

Stay Informed

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

- Prevention & Safety Resources: www.UtahFireSense.org
- Current Wildfire Updates & Information: Follow @UtahWildfire on social media
- National Fire Information: www.nifc.gov

Agency Media Contacts

- Kayli Guild, Utah Division of Forestry, Fire, and State Lands – 385-377-0336
- Blake Johnson, Bureau of Land Management – 385-460-0760
- Sierra Hellstrom, U.S. Forest Service – 801-940-4935
- Kevin Sweeney, National Park Service – imr_fire_information@nps.gov

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

– UIFM –

INVOICE

MECHAM BROTHERS, INC.
5792 S 3600 W
Roy, UT 84067-8117

info@mechambrothers.com
+1 (801) 791-5216

Bill to
9 Line Holdings

Ship to
9 Line Holdings

Invoice details
Invoice no.: 5612
Terms: Net 30
Invoice date: 06/02/2025
Due date: 07/02/2025

#	Description	Rate	Amount
1.	Mountain Green Airport		
2.	Excavate & Haul Material 6500 CY @10.00		$65,000.00
		Total	**$65,000.00**

PAID - Chk #1048
23June2025

MORGAN COUNTY RECORDER
Shaun Rose
(801) 829-3277
srose@morgancountytah.gov
48 W Young Street, Room 21
P.O. Box 886
Morgan, Utah 84050

BACK TAXES TO BE ABATED

PARCEL: (00-0069-2199)

ACREAGE: (0.01)

AMOUNT OWED: ($53.90) (+ accrued interest)

Description:
The parcel in questions should not have been created as a remainder parcel, and it should not exist as it was deeded to the (LDS Church) in (2015). In order to correct this, I am asking that the back taxes be abated so the parcel can be deleted and the ownership map updated to show correctly.

Shaun Rose

Morgan County Recorder

MORGAN COUNTY

July 14, 2025

Tax Roll Master Record

12:38:32PM

Parcel: 00-0069-2199 Serial #:03-005-039-03 Entry: 049706

Name: DOROTHY WILKINSON TRUST

c/o Name: COLLINS KATHY

Address 1: 3994 W IVY AVE

Address 2:

City State Zip: MORGAN UT 84050-0000

Mortgage Co:

Status: **Active** Year: **2026** District: **003 MOUNTAIN GREEN SEWER/I** **0.009555**

Property Address

MORGAN 84050-0000

Acres: 0.01

Owners	Interest	Entry	Date of Filing	Comment
DOROTHY WILKINSON TRUST	50.0%	049706		(39/493) (W/TRUSTEE)
WILKINSON DOROTHY TRUSTEE		049706		(39/493)
HARRY J WILKINSON TRUST	50.0%	049705		(39/488) (W/TRUSTEE)
WILKINSON HARRY J TRUSTEE		049705		(39/488)

Property Information	2026 Values & Taxes				2025 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LS01 LAND SECONDARY	0.01	550	550	5.26	550	550	4.82
Totals:	0.01	550	550	5.26	550	550	4.82

****** ATTENTION !! ******

Tax Rates for 2026 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2026 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2026 Taxes:	5.26
Special Fees:	0.00
Penalty:	0.00
Abatements:	(0.00)
Payments:	(0.00)
Amount Due:	5.26

2025 Taxes: 4.82

Review Date

12/07/2020

BACK TAXES OWING!

Back Tax Summary

Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2024	5.26	0.00	10.00	0.82	10.00%	0.00	16.08
2023	5.53	0.00	10.00	2.39	10.00%	0.00	17.92
2022	5.70	0.00	10.00	3.98	10.00%	0.00	19.68
2005	0.00	0.00	0.00	0.00	10.25%	4.92	0.00
Totals:	16.49	0.00	30.00	7.19		4.92	53.68

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG AT A PT S 89°42' W 492.11 FT FR THE EAST 1/4 CORNER OF SECTION 25, T5N, R1E, SLB & M, U.S. SURVEY, AND RUN TH N 06°07' E 6.505 FT; TH S 88°40'E 191.49 FT, M. OR L, TH S 01°21'41" W 1.01 FEET, M. OR L. TO A PT WHICH IS N 89°42' E 192.11 FT FR P.O.B.; TH S 89°42' W 192.11 FT TO BEG. TOTAL AC = 0.016 AC. LESS THE FOL AMT SOLD: 319/1320 & 319/1323 (0.014 AC GOING TO: 03-005-039-03-1) LEAVING 0.002 AC / 0.01 AC, M. OR L. NOTE: LEGAL REWRITTEN BASED UPON RECORD DOCUMENTS AND LEGAL DESCRIPTIONS OF RECORD AND DOES NOT REPRESENT A SURVEY OF THE LAND, BUT IS REPRESENTATIVE OF REMAINDER OF PROPERTY LEFT OVER AFTER AMOUNTS SOLD (FOR TAXATION PURPOSES).

July 14, 2025

Tax Roll Master Record

12:38:32PM

Parcel: 00-0069-2199 Serial #:03-005-039-03 Entry: 049706

Name: DOROTHY WILKINSON TRUST

c/o Name: COLLINS KATHY

Address 1: 3994 W IVY AVE

Address 2:

City State Zip: MORGAN UT 84050-0000

Mortgage Co:

Status: **Active** Year: **2026** District: **003 MOUNTAIN GREEN SEWER/I** **0.009555**

Property Address

MORGAN 84050-0000

Acres: 0.01

History

NOTE: LESS FOL: 134987 (319/1320) + 134988 (319/1323) (-0.014 AC - INTO: 03-005-039-03-1 / 00-0083-7642) - 2016 TAX YR; NOTE: DESC & AC CHANGED DESC DID NOT CORRECTLY REP WHAT IS REMAINING - 0.016 AC (PRIOR 0.014 AC (0.002 AC INCREASE) - 2016 TAX YR; NOTE: PARCEL CREATED FOR 2005 TAX YR DUE TO GAP AREA & MISINTERPRET (1989) OF PREV. DOCS. LEG. DESC. OF PPTY LYING N'LY & S'LY OF THIS STRIP, CORRECTED & ADDED TO RECORDS & PLAT DRAWINGS 8/9/2004 R.S.B.; VESTING REF: 32082 (S/68); 42334 (20/240); 49705 (39/488) - HARRY J WILKINSON, TR OF THE HARRY J WILKINSON TRUST 5/20/1976 - 50.0% INT; 49706 (39/493) - DOROTHY WILKINSON, TR OF THE DOROTHY WILKINSON TRUST 5/20/1976 - 50.0% INT; OTHER REF: 28391 (Q/586) (SURVEY CERT); 134986 (319/1309) - AFF D/C (HARRY J) - SUCC TRUSTEE (WAYNE & MAX) - 50.0 INT (DOROTHY) - 50.0% INT (ONLY A PORTION OF THIS PCL) 135736 (321/900) AFF OF NAMES - FOR (DOROTHY) - 135736 (321/900) AFF TO CLARIFY NAME (DOROTHY);

00-0069-2199
00-0003-3744
W Cottonwood Cyn Rd
N Garnet Dr

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

Email: kbecker@morgancountyutah.gov

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

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

commission Meeting Date: 08/05/2025 **Time Requested:**

Name: Golden Barrett **Phone:** (801) 910-4580

Address: 4565 W Old Hwy Rd, mountain Green UT 84050

Email: Firemarshal131@MGFPD.org **Fax:**

Associated County Department: UT

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

The Mountain Green Fire Protection District and the Morgan City/County Fire Department would like to perform a Live Fire Demonstration of the activation of a residential sprinkler system. This demonstration aims to help policymakers understand how these systems function in the event of a structure fire and why they are necessary in areas with limited or no water supplies for fire suppression, for life safety, and property conservation.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION	☐
DECISION	☐
BOTH	☐
INFORMATION ONLY	☑

Airport Lease Agreement
Morgan County, Utah
(Revised May 6, 2025)

This Airport Lease Agreement (this "Lease") is made as of 6/20/25 by Morgan County (the "County") and

Morgan Hangar LLC ("Lessee") with a mailing address of:
3657 Evening Star Dr.
Mtn. Green, UT 84050

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport otherwise described as lot FF1 (the "Premises") of the Airport Master Plan (as amended, supplemented or revised prior to the date hereof), for the purpose of Lessee's operation on the Premises of a private aircraft hangar (the "Hangar"). The use of such hangar shall be governed by Sections 155.200 through 155.207 Airport Overlay Zone ("AOZ") of the Morgan County Code, and under the following terms:

A. Lessee shall store aircraft in the Hangar in accordance with all applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the Premises, or otherwise operate a commercial venture within the Hangar or upon the Premises, except as allowed in Section 4 of this Lease. (For a description of commercial operations, see Section 155.206 of the Morgan County Code).

C. While it is the intention of the County to pursue additional airport improvements, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the Premises for a term of 26 years for an annual base rent equal to 16¢ (2021 rate) per leasable square foot of the Premises, adjusted annually for inflation by increasing the base rent by three percent (3%) per annum, compounded annually. The three percent (3%) annual adjustment will commence as of January 1, 2022. Additionally, every five (5) years of the Lease term, at the discretion of the Morgan County Commission, there may be a rate increase up to, but no more than, the cumulative change in the Consumer Price Index (CPI) over the prior five (5) year period. The base rent must be paid between January 1st & January 31st of each calendar year of the Lease term.

Any leases executed after January 1, 2022, will be billed at the current lease rate automatically increased or otherwise determined according to the preceding paragraph.

Lessee also agrees to pay and keep current all property and excise taxes that are legally imposed on the Hangar and personal property located on the Premises or within the Hangar, including aircraft located on the Premises or owned by Lessee and otherwise located at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the Hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon the Premises and the Hangar through its designated agents or employees for the purpose of inspecting said Premises and Hangar. Failure to pay any tax or other assessment shall he deemed a violation of terms of this Lease for which the Lease shall be terminated in accordance with Section 8(A) of this Lease.

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

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

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

C. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan (as amended, supplemented or revised from time to time), in order to accommodate wingspan intrusion into said 10 foot strip by any aircraft being operated on the airport.

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

E. Upon the termination of this Lease, the buildings, improvements and other personal property erected or located upon the Premises shall remain the property of Lessee and Lessee shall have the right to remove the same from the Premises within sixty (60) days from the date of the termination of the Lease. Any property not so removed within said sixty (60) day period, shall become the property of the County to be disposed of in such a way as the County deems fit. In the event Lessee elects to remove said building improvements, the Premises shall be left in a clean and graded condition with all utilities properly capped in place.

F. Lessee agrees to maintain a Hangar in accordance with the Airport Master Plan (as amended, supplemented or revised at the time a permit for construction is obtained) and Morgan County Code, Section 155.203, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. Hangars DD1-3, EE, FF, and GG row hangars will be 60' wide by 60' deep, unless approved otherwise by the County Commission.

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

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

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

9. OPTIONS TO EXTEND: Lessee shall have the right to extend this Lease for one (1) additional term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

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

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

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

Date: 6/30/25 By: Morgan County Commission

Witness: _____ _____
Chair

Date: _____ By: Lessee

Witness: _____ _____

Approved as to Form:

Garrett T. Smith
Morgan County Attorney

$ 31,500.00

Airport Lease Agreement
Morgan County, Utah
(Revised Dec 15, 2021)

This Airport Lease Agreement (this "Lease") is made as of 01/01/2022 by Morgan County (the "County") and

Joshua C Bond ("Lessee") with a mailing address of:

3657 Evening Star Dr
Mountain Green, UT 84050

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport otherwise described as lot FE1 (the "Premises") of the Airport Master Plan (as amended, supplemented or revised prior to the date hereof), for the purpose of Lessee's construction and operation on the Premises of a private aircraft hangar (the "Hangar"). The use of such hangar shall be governed by Section 8-5H Airport Overlay Zone ("AOZ") of the Morgan County Code, and under the following terms:

A. Lessee shall store aircraft in the Hangar in accordance with all applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the Premises, or otherwise operate a commercial venture within the Hangar or upon the Premises, except as allowed in Section 4 of this Lease. (For a description of commercial operations, see Section 8-5H-7 of the Morgan County Code).

C. While it is the intention of the County to pursue additional airport improvements, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the Premises for a term of 30 years for an annual base rent equal to 16¢ per leasable square foot of the Premises, adjusted annually for inflation by increasing the base rent by three percent (3%) per annum, compounded annually. The first two years of base rent are included with the infrastructure fee described below; provided, however, the three percent (3%) annual adjustment will commence as of January 1, 2022. Additionally, every five (5) years of the Lease term, at the discretion of the Morgan County Commission, there may be a rate increase up to, but no more than, the cumulative change in the Consumer Price Index (CPI) over the prior five (5) year period. The base rent must be paid between January 1st & January 31st of each calendar year of the Lease term.

The infrastructure fee of $31,500.00, which includes the first two years of base rent, is due when this Lease is submitted to the County for approval and must be paid before January 1st, 2022. In order to facilitate the authorization of the infrastructure installation with respect to which the infrastructure fee is paid, if the foregoing deadline is missed, the County will return any payment previously tendered by Lessee in connection with this Lease, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. If the County determines that total infrastructure payments from all lessees of pad sites to be benefitted by the infrastructure installation are insufficient to complete the infrastructure, the County will return all fees paid by all lessees (13 total lessees) as soon as possible and this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. Additional payments of base rent due hereunder will not be due until 24 months after infrastructure completion, as reasonably determined by the County. Base rent due for any partial calendar year shall be prorated in accordance with the date due.

Lessee also agrees to pay and keep current all property and excise taxes that are legally imposed on the Hangar and personal property located on the Premises or within the Hangar, including aircraft located on the Premises or owned by Lessee and otherwise located at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the Hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon the Premises and the Hangar through its designated agents or employees for the purpose of inspecting said Premises and Hangar. Failure to pay any tax or other assessment shall he deemed a violation of terms of this Lease for which the Lease shall be terminated in accordance with Section 8(A) of this Lease.

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

A. All building construction and major improvements must be commenced within 2 years and six months from January 1st, 2022, or 2 years from the infrastructure completion date, whichever is later. If construction has not begun (defined as starting excavation) by that deadline, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. In the event of a termination pursuant to this Section 3(A) of this Lease, all prior payments made by the Lessee pursuant to this Lease shall be deemed fully earned by the County upon payment there of and will not be reimbursed or otherwise returned to Lessee. All Hangar construction must be completed within 2 years of the construction commencement deadline, described above. All construction must be structurally sound and kept and maintained in good repair and condition.

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

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

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan (as amended, supplemented or revised from time to time), in order to accommodate wingspan intrusion into said 10 foot strip by any aircraft being operated on the airport.

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

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

G. Lessee agrees to construct a Hangar in accordance with the Airport Master Plan (as amended, supplemented or revised at the time a permit for construction is obtained) and Morgan County Code, Section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. Hangars DD1-3, EE, FF, and GG row hangars will be 60' wide by 60' deep, unless approved otherwise by the County Commission.

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

5. LIABILITY: Lessee and any and all sub-lessees shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the Premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the Premises, the roads, driveways or other public places used by Lessee or any sub-lessee at the airport. Part of the foregoing obligation of Lessee and each sub-lessee under this section shall be met by Lessee and each sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's or sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's or sub-lessee's liability by reason of its conduct; or that of any of its employees, agents, or servants in

connection with its use and occupancy of the Premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than $1,000,000 for personal injury or death, and $1,000,000 for damages to property in any one accident (or such higher amount as the County may reasonably require during the term of this Lease). Lessee and each sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee and each sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee or sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

9. OPTIONS TO EXTEND: Lessee shall have the right to extend this Lease for one (1) additional term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

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

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

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

Date: 1/18/2022

Witness: Julie Rees

Date: _____

Witness: _____

By: Morgan County Commission

_____
Chair

By: Lessee

_____

Approved as to Form:

_____
Morgan County Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE

AND

MORGAN COUNTY CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of _____ (the "**Effective Date**"), between CWHEELER RD, LLC ("**Assignor**"), and FLIGHT MODE AVIATION, LLC ("**Assignee**") who agree as follows:

RECITALS

A. **Lease**. Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of December 20, 2021 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot DD-3 of the Morgan County Airport Master Plan (the "**Premises**") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

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

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

1. Assignment. Assignor, for and in consideration of the payment of rent, pursuant to the Lease, and performance of all of the Lease covenants by Assignee as successor lessee under the Lease, does hereby grant, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Lease, for the residue of the term of the Lease, subject to the conditions contained in the Lease and henceforth to be performed and observed by Assignee.

2. Performance of Lease Covenants and Conditions; Assumption. For the benefit of Assignor and Morgan County, Assignee hereby assumes all rights, duties, and obligations of the Lease and Assignee hereby covenants and agrees to perform all of the duties and obligations of the lessee pursuant to the Lease from and after the Effective Date as if Assignee were the original lessee thereunder. Assignee shall make all payments, and other sums due under the Lease from the lessee thereunder, for the period from and after the Effective Date, when due and payable strictly in accordance with the terms, covenants, and conditions of the Lease.

3. Indemnification. Assignee hereby indemnifies and holds Assignor and its officers, directors, shareholders, members, affiliates, representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease. Assignor hereby indemnifies and holds Assignee and its officers, directors, shareholders, members, affiliates,

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

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

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

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

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

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

Assignor:
CWHEELER RD, LLC
4275 E. White Way
Salt Lake City, UT 84124

Assignee:
FLIGHT MODE AVIATION, LLC
1887 S. 1800 W. #10
WOODSCROSS, UT 84087

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

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

Assignor:

By: CWHEELER RD LLC
Manager - Christian B Wheeler
Christian B. Wheeler

Assignee:

By: Whitney Robinson, MEMBER

MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE

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

MORGAN COUNTY

By: _____

Its: _____

Dated: _____

APPROVED AS TO FORM

_____

Morgan County Attorney

Exhibit A

Airport Lease Agreement

(see attached)

Airport Lease Agreement
Morgan County, Utah
(Revised Dec 15, 2021)

This Airport Lease Agreement (this "Lease") is made as of 20 Dec 2021 by Morgan County (the "County") and

CWHEELER RD LLC ("Lessee") with a mailing address of:
4275 E. White Way
Salt Lake City, UT 84124

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

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

1. PREMISES AND TERMS: The County does hereby lease that portion of land at the Morgan County Airport otherwise described as lot DD-3 (the "Premises") of the Airport Master Plan (as amended, supplemented or revised prior to the date hereof), for the purpose of Lessee's construction and operation on the Premises of a private aircraft hangar (the "Hangar"). The use of such hangar shall be governed by Section 8-5H Airport Overlay Zone ("AOZ") of the Morgan County Code, and under the following terms:

A. Lessee shall store aircraft in the Hangar in accordance with all applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the Premises, or otherwise operate a commercial venture within the Hangar or upon the Premises, except as allowed in Section 4 of this Lease. (For a description of commercial operations, see Section 8-5H-7 of the Morgan County Code).

C. While it is the intention of the County to pursue additional airport improvements, the County makes no guarantee that additional airport improvements will be completed.

2. TERM & RENT: Lessee agrees to lease the Premises for a term of 30 years for an annual base rent equal to 16¢ per leasable square foot of the Premises, adjusted annually for inflation by increasing the base rent by three percent (3%) per annum, compounded annually. The first two years of base rent are included with the infrastructure fee described below; provided, however, the three percent (3%) annual adjustment will commence as of January 1, 2022. Additionally, every five (5) years of the Lease term, at the discretion of the Morgan County Commission, there may be a rate increase up to, but no more than, the cumulative change in the Consumer Price Index (CPI) over the prior five (5) year period. The base rent must be paid between January 1st & January 31st of each calendar year of the Lease term.

The infrastructure fee of $25,000, which includes the first two years of base rent, is due when this Lease is submitted to the County for approval and must be paid before January 1st, 2022. In order to facilitate the authorization of the infrastructure installation with respect to which the infrastructure fee is paid, if the foregoing deadline is missed, the County will return any payment previously tendered by Lessee in connection with this Lease, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. If the County determines that total infrastructure payments from all lessees of pad sites to be benefitted by the infrastructure installation are insufficient to complete the infrastructure, the County will return all fees paid by all lessees (13 total lessees) as soon as possible and this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. Additional payments of base rent due hereunder will not be due until 24 months after infrastructure completion, as reasonably determined by the County. Base rent due for any partial calendar year shall be prorated in accordance with the date due.

Lessee also agrees to pay and keep current all property and excise taxes that are legally imposed on the Hangar and personal property located on the Premises or within the Hangar, including aircraft located on the Premises or owned by Lessee and otherwise located at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the Hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon the Premises and the Hangar through its designated agents or employees for the purpose of inspecting said Premises and Hangar. Failure to pay any tax or other assessment shall he deemed a violation of terms of this Lease for which the Lease shall be terminated in accordance with Section 8(A) of this Lease.

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

A. All building construction and major improvements must be commenced within 2 years and six months from January 1st, 2022, or 2 years from the infrastructure completion date, whichever is later. If construction has not begun (defined as starting excavation) by that deadline, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. In the event of a termination pursuant to this Section 3(A) of this Lease, all prior payments made by the Lessee pursuant to this Lease shall be deemed fully earned by the County upon payment there of and will not be reimbursed or otherwise returned to Lessee. All Hangar construction must be completed within 2 years of the construction commencement deadline, described above. All construction must be structurally sound and kept and maintained in good repair and condition.

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

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

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan (as amended, supplemented or revised from time to time), in order to accommodate wingspan intrusion into said 10 foot strip by any aircraft being operated on the airport.

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

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

G. Lessee agrees to construct a Hangar in accordance with the Airport Master Plan (as amended, supplemented or revised at the time a permit for construction is obtained) and Morgan County Code, Section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. Hangars DD1-3, EE, FF, and GG row hangars will be 60' wide by 60' deep, unless approved otherwise by the County Commission.

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

5. LIABILITY: Lessee and any and all sub-lessees shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the Premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the Premises, the roads, driveways or other public places used by Lessee or any sub-lessee at the airport. Part of the foregoing obligation of Lessee and each sub-lessee under this section shall be met by Lessee and each sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's or sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's or sub-lessee's liability by reason of its conduct; or that of any of its employees, agents, or servants in

connection with its use and occupancy of the Premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than $1,000,000 for personal injury or death, and $1,000,000 for damages to property in any one accident (or such higher amount as the County may reasonably require during the term of this Lease). Lessee and each sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee and each sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee or sub-lessee has knowledge.

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

9. OPTIONS TO EXTEND: Lessee shall have the right to extend this Lease for one (1) additional term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

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

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

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

1/18/22

Date: ~~20 Dec 2021~~

Witness: Julie Rees

Date: 20 Dec 2021

Witness: R O

Approved as to Form:

Morgan County Attorney

By: Morgan County Commission

Chair

By: Lessee

Christian B. Wheeler

Manager of:

CWHEELER RD LLC

Kate Becker

From: Shawn Beckstrom <shawn@soljets.com>
Sent: Monday, July 28, 2025 1:39 PM
To: Kate Becker
Subject: Josh Bond Lease

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

Hello Kate, the Airport Board, and Airport manager all voted in favor of allowing Josh Bond to lease the ground asphalt next to his hangar that he paid to level and asphalt for the purpose of additional parking.

Let me know if you need anything else,

Best,

Shawn

SHAWN BECKSTROM
REGIONAL DIRECTOR

+1 847-920-7000 shawn@soljets.com
+1 801-391-0185 Park City, Utah

Kate Becker

From: Josh Bond <powderbond@yahoo.com>
Sent: Tuesday, July 22, 2025 3:38 PM
To: Kate Becker
Subject: Airport Advisory Board Meeting - 7/16/25 (Meeting Notes)

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

Meeting notes rough draft.

Get Outlook for iOS

From: Josh Bond <josh.bond@tgtxinc.com>
Sent: Wednesday, July 16, 2025 10:04 PM
To: Josh Bond <powderbond@yahoo.com>
Subject: Airport Advisory Board Meeting - 7/16/25 (Meeting Notes)

Airport Advisory Board Notes for meeting held on 7/16/25

Attendees – Shawn, Vaughn, Raelene, Mike, Derrick, Josh (Held at Morgan County Airport Hanger)

Agenda-

Item #1 – Review & Publish guidelines for businesses that can move into Commercial Hangers.

- Must present to Board prior to approval. (Will ask individual who wants to put gym in hanger to present at next meeting – how will it benefit the airport/community?)
- 30 Day Inspection mandatory for all businesses.
- Full adherence to published guidelines required for operation and permit.
- Buster will develop and sell hanger building. Owner will then lease the ground from the county.

Item #2 – Presentation on FBO in Southwest corner of Morgan County Airport. Will include café, flight school, and mechanic shop. Presented building plan and was approved by advisory board vote.

- Regulations will need to be put in place for Flight School and hours of operation.

Item #3 - Landscaping around the Morgan County Airport.

- Need multiple quotes on rock and trees that will compliment Buster's landscaping with the commercial hangers.
- County has obtained ½ acre water share. How do we tie into this and work with current water system?
- Need to know current budget set aside for landscaping at Morgan County Airport.

Item #4 - Car show in September (Luke)

- Will need to obtain a permit from the county.
- Public will not be allowed to drive on airport property except those participating in event.
- Marketing & Signs (Who's responsible?)

Iten #5 – Josh Bond would like to lease paved land next to Hanger FFI (Will not park trailers or charge for tie down's that will be available) Extra parking for planes.

- Approved by advisory board vote.

Joe – Please call the county and reallocate the funds for the weather system so they come out of the correct budget.

- Weather system has been ordered and shipped.

Need update on airport windsocks and installation.

Best,

Josh Bond
Airport Board Secretary

FI 85
08/2005
Division of Finance

This cover sheet is to be used if you are not using the Standard Contract Agreement FI 84.

Contract # _____
Assigned by the Division of Finance

STATE OF UTAH CONTRACT COVER SHEET

This contract is entered into as a result of:

- [ ] The procurement process on bid # _____
- [ ] The procurement process on requisition # _____ _____ FY _____ (YYYY)
- [ ] Pre-approved sole source (approval attached)
- [x] Agency grant, land purchase, DAS-Purchasing delegation
- [ ] Contract with other state agency or political subdivision
- [ ] Under $2,000 (total amount per fiscal year)
- [ ] Agency exemption from DAS-Purchasing approval
- [ ] Revenue agreement

1. Agency Name: 810 - Dept. of Transportation
   Division: Aeronautical Operations

2. General Purpose of Contract:

   Project Application & Grant Agreement for State Aid for Development of Public Airports for FY2025 "Revitalization – Landscaping & Signage" project at the Morgan County.

3. Contractor Name: Morgan County

4. Contract Period: Effective Date: 12/9/2024 (MM/DD/YYYY) Termination Date: 6/30/2025 (MM/DD/YYYY)

5. Authorized Amount: $44,416.00

6. Vendor #: 50534-G

7. Commodity Code(s): 99999

Agency contact for questions during the contract approval process.

Craig Ide	(801) 209-6772
Agency Contact	Phone Number

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

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

24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

PROJECT APPLICATION AND GRANT AGREEMENT FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS

Part I - Project Information

MORGAN COUNTY (hereinafter called the "Sponsor") hereby makes application to the Utah Department of Transportation (hereinafter called the "State") for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the "project") for the development of the **Morgan County**, (hereinafter called the "Airport") located in **MORGAN.**

It is proposed that the Project consists of the following described airport improvements or development:

Revitalization – Landscaping & Signage

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto: (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **$44,416.00**. The requested State share is **$44,416.00 (100.00%)**.

Other governmental agencies granting money to the project are **N/A.**

The Project engineer is intended to be
The FAA Project No. is NA (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :

   (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;

   (2) accept, receive, and disburse grants of funds from the State in aid of the Project;

   (3) carry out all of the provisions of Parts III and IV of this document.

2. Funds - The Sponsor now has **$0.00** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor's Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or

growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

(1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment,

revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

(1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.

(2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.

(3) A current license issued by the State designating the Airport for public use.

(4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.

(5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.

(6) The boundary fence, when in place, in a state of good repair.

(7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor on: 3/26/2025

(SEAL)

MORGAN COUNTY
(Name of Sponsor)

Signed by:
By _____
CB703CA0A71548E...

Title **Morgan County Administrative Manager**
Kate Becker

Attest _____
Leslie Hyde,
Clerk/Auditor,
Clerk/Auditor/Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **Garrett Smith,** acting as Attorney for **MORGAN COUNTY** (herein referred to as the "Sponsor") dohereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relatingthereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at_____.

_____
Title **County Attorney**

AERONAUTICAL OPERATIONS DIVISION

_____
Director

APPROVED:

_____
Finance

ESTIMATE

Summit Pools & Landscape
3253 Fairview court
Morgan, UT 84050

kyler@summitpoolsutah.com
+1 (801) 458-8989

Bill to
mike dee

Estimate details
Estimate no.: 1093
Estimate date: 07/30/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Nursery Package**	Nursery Package trees (spruce 18 maple 21) B&B shrubs 70 each 1 gal grasses 62 each 1 gal	1	$21,980.00	$21,980.00
2.		**decorative gravel**	1-3 inch	1	$21,880.00	$21,880.00
3.		**decorative gravel**	3-5 inch	1	$10,960.00	$10,960.00
4.		**Irrigation System**	Commercial grade irrigation system for the entire yard. To be built with all commercial grade parts. 1 year warranty on all parts and labor. -POC provided by customer	1	$7,400.00	$7,400.00
5.		**drain**	downspout drainage for basin area as described	1	$8,750.00	$8,750.00
6.		**Excavation**	clearing and shaping landscape areas	1	$5,500.00	$5,500.00

Total **$76,470.00**

Note to customer

no charge for MOB
Industry standard one year warranty on all plants, shrubs, irrigation, and work

Accepted date **Accepted by**

ARETE LANDSCAPES 4032 W 5800 N Ste 1
Morgan, UT 84050
Phone: 385-394-8352
Email: Office@aretelandscaping.com

Client: Shawn Beckstrom
Project: Morgan County Airport
Location: 5827 Willow Creek Rd, Morgan, UT 84050
Proposal Date: July 28, 2025
Estimate #: 1388

Detailed Cost Breakdown

Mobilization & Equipment

- Mobilization Fee: $400.00
- Equipment Costs: $4,500.00
- Misc Land Clearing and Excavation Berms: $2,400.00
  Subtotal: $7,300.00

Irrigation

- Irrigation System (trenching, backflow preventer, sprinkler line, drip system, tie-in to existing water source): $8,000.00
  Subtotal: $8,000.00

Gravel, Mulch, and Finishes - simple gravel from Morgan pit. Specified gravel may affect cost.

- Gravel Installation (1–3"): $23,587.50
- Gravel Installation (3–5"): $11,741.00
  Subtotal: $35,328.50

Plantings

- Trees (B&B Cupressina Spruce – 18): $7,357.68
- Trees (B&B BigTooth Maple – 21): $8,583.96
- 1 Gal Plants (Grass – 62): $2,251.84
- 1 Gal Plants (Bushes – 70): $2,542.40
  Subtotal: $20,735.88

Drainage Basin Area

- Downspout Drainage (clean-up, excavation, gravel installation): $9,817.50
  Subtotal: $9,817.50

Grand Total: $81,181.88

Standard Warranties

- **Plant Material Warranty:** 1-year limited warranty on trees and shrubs provided proper irrigation is maintained.
- **Irrigation System Warranty:** 1-year parts and labor warranty on new irrigation installation.
- **Hardscape Warranty:** 1-year warranty on workmanship for gravel finishes and drainage features.

Exclusions

- Point of connection for irrigation (to be provided by GC or property owner)
- Tree protection fencing
- Landscape lighting unless specified
- Permits, engineering, or soil testing unless noted
- Any feature not explicitly listed in this estimate

Thank you for choosing Arete Landscapes!

Kate Becker

From: Garrett Smith
Sent: Tuesday, July 29, 2025 9:36 AM
To: Kate Becker; Bret Heiner
Cc: Vaughn Nickerson; lukemski4@gmail.com; Corey Stark
Subject: RE: Community Fundraiser Event at the Morgan Airport

Luke,

Thank you for providing a detailed narrative of what you would like to host at the airport. I have copied the Morgan County Code related to the airport below for your reference. It is also available online at morgancountyutah.gov in a searchable format. I have highlighted some provisions that I believe are applicable to your request based on your narrative, but I highly encourage you to review the entire portion of the code. I am happy to meet next week when I am back in the office. Can you send some dates/times that work for you?

GENERAL PROVISIONS
§ 154.001 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCIDENT. A collision between aircraft, vehicles, persons, stationary objects or other things which results in property damage, personal injury or death or an entry into or emergence from a moving aircraft or vehicle by a person which results in personal injury or death to such person or some other person, or which results in property damage.

AERONAUTICAL ACTIVITY. Any activity which involves, makes possible or is required for the flight or ground operation of any aircraft, or which contributes to or is required for the safety of such operations.

AIRCRAFT. Any device that is used or intended to be used for flight.

AIRCRAFT OPERATION. An aircraft arrival or departure from the airport.

AIRCRAFT OWNER. A person or other legal entity to whom the aircraft is registered, or a person who exercises the full benefits of ownership under a lease agreement.

AIRPORT. All areas comprising the County Airport that now exist, along with all appurtenant facilities.

AIRPORT ADVISORY BOARD. The County Airport Advisory Board created by this chapter and County Commission Resolution CR-05-08.

AIRPORT LAYOUT PLAN (ALP). A graphic presentation, to scale, of existing and proposed airport facilities, their location on the airport, and the pertinent clearance and dimensional information required to show conformance with applicable standards.

AIRPORT MANAGEMENT. The individual or entity empowered with the authority and charged with the responsibility for the orderly operation of the airport.

AVIATION ACCIDENT. An accident of such nature as to fall under the purview of 49 C.F.R. part 830.

BUILDING CODE. The Building Code as adopted by the county.

CERTIFICATED AIRCRAFT. An aircraft that has been issued a certificate of airworthiness by the Federal Aviation Administration. Note: Such certification is required of an experimental aircraft but is not required for an ultralight.

COUNTY. Shall mean and have reference to Morgan County.

COUNTY COMMISSION. The body of persons as have been duly elected to serve on the County Commission.

COMMERCIAL ACTIVITY. Any activity involving "holding out to the public" and that is conducted for personal or collective gain.

COMMERCIAL AERONAUTICAL ACTIVITY. Any "aeronautical activity" that is conducted as a "commercial activity," both as defined herein. Examples would include: Fixed base operator (FBO); air taxi and charter operation; pilot training; aircraft rental; aerial photography and surveying; aerial application of chemicals; aerial advertising; aircraft sales and service; aircraft parking and storage; sale of aviation petroleum products; maintenance and repairs of aircraft; and sale of aircraft parts. This term would include anyone performing as a "specialized service operator" or "specialized aircraft services operator" as defined herein.

FAA. The Federal Aviation Administration.

FAR. Federal Aviation Regulations, being Title 14 of the Code of Federal Regulations (C.F.R).

FIRE CHIEF. The individual that discharges the duties of Chief for the county; in this case, the city/county Fire Chief.

FIXED BASE OPERATOR (FBO). Any person or entity who performs the basic essential aviation related services such as: Aviation fuel and oil sales; ramp parking and tie down; hangar storage; aircraft repair and parts sales; flight training and the like.

FLAMMABLE LIQUID. Any liquid that has a flashpoint at or below 100°F.

FLYING CLUB. An association, club or group, organized as a nonprofit corporation under the laws of the state, or, an organized nonprofit unincorporated association, club or group, jointly owning or leasing aircraft, where payment is made to the group for the operating time of such aircraft.

FUEL SERVICING EQUIPMENT. Vehicles and equipment used for fueling or defueling aircraft or vehicles.

FUELING OPERATIONS. The fueling of aircraft, equipment or vehicles.

GENERAL AVIATION. All phases of aviation other than aircraft manufacturing, military aviation and regulated air carrier operations.

HAZARDOUS AND TOXIC MATERIALS. Substances that require special handling under federal, state or local environmental safety and health regulations. Includes petroleum products, pesticides, paints, explosives, flammables and similar substances.

MASTER PLAN. The plan, as currently approved by the County Commission that indicates and defines the fashion in which further development of the airport is projected to occur.

NONCOMMERCIAL AERONAUTICAL ACTIVITY. Essentially, any "aeronautical activity" as defined herein, which is conducted as a private venture and not for profit (e.g., the personal and individual operation of a personally owned, leased or rental aircraft, keeping of a personally-owned aircraft hangar, maintenance of a personally-owned aircraft, operation as a "flying club" as herein defined).

PARK. To leave an aircraft or vehicle unattended.

PERSON. Shall mean and include a natural person, partnership, firm, association, corporation or any other form of business entity.

PROFESSIONAL SKILLS. Any skill obtained after special study, or the use of which requires a license under FAA regulations or other federal, state or local law.

RAMP. Those paved areas of the airport normally used for aircraft parking.

REGISTERED AIRCRAFT. An aircraft that is required to be, and is, registered with the FAA. Does not include ultralights.

REGISTERED, OPERABLE AIRCRAFT. An aircraft that is both registered with the FAA and is in an airworthy condition such that it may be legally flown.

RUN-UP. Ground operation of the engine to test function while the aircraft is stationary.

RUNWAY. The paved area designated for aircraft takeoff and landing.

SPECIALIZED AIRCRAFT SERVICES OPERATOR. A person providing repair and/or sale of aircraft radios, propellers, instruments or accessories, or performing painting or upholstery, or other similar types of work and services.

SPECIALIZED SERVICE OPERATOR. A person who provides only limited, specialized aircraft services such as flight training, air taxi operations, aircraft sales, aircraft and/or engine repair, aircraft rental or any other aeronautical related service.

TAXIWAY. An area of the airport designated for aircraft movement between the ramp and runway areas.

TENANT AIRCRAFT. Any certificated aircraft or ultralight vehicle that is permanently based at the County Airport. This will include any aircraft hangared or tied down at the airport for longer than 30 days, or that operates from the airport more than 50% of the time.

THRESHOLD. The beginning of that portion of the runway usable for landing.

TIE DOWN AREA. Those areas on the airport equipped with ropes or chains with which to secure unattended aircraft.

TRAFFIC PATTERN. Those flight altitudes and directions of traffic flow prescribed and published for aircraft arriving at or departing from the airport.

TRANSIENT AIRCRAFT. Any aircraft other than a tenant aircraft that is an aircraft only temporarily located at the airport for maintenance, visiting, landing practice, refueling or similar purposes.

ULTRALIGHT VEHICLES (ULTRALIGHTS). Those aircraft that qualify, under FAR part 103, as ***ULTRALIGHT VEHICLES***, and as such, are not required to be registered with the FAA, do not require a certificate of airworthiness nor need to be maintained in accordance with FAA standards and do not require an FAA-issued pilot's license to operate.

UNIFORM FIRE CODE (UFC). The nationally recognized code, developed and published by the International Fire Code Institute, that has been adopted by the state (see UCA Title 15A, Chapter 5) as the state's Fire Code, to which cities, counties, fire protection districts and the state will adhere in safeguarding life and property from the hazards of fire and explosion.

VEHICLE. A device other than an aircraft, in, upon or by which any person or property is or may be propelled, moved, transported, hauled or drawn upon any ground surface at the airport.

(Prior Code, § 10-13-1) (Ord. 10-09, passed 10-4-2011)

§ 154.002 COMPLIANCE AND POWER TO ENFORCE.

(A) *Prohibitive nature of this chapter*. It shall be unlawful for any person to do any act prohibited by this chapter, or to fail or refuse to do any act required by this chapter.

(Prior Code, § 10-12-1)

(B) *Right to enforce*. The county shall maintain the right to charge and prosecute under the terms of this chapter, or to take such other remedial actions as are described under § 154.002 of this code, even in those cases wherein the Federal Aviation Administration may be taking separate action against a violator.

(Prior Code, § 10-12-3)

(C) *Removal of violators*. In addition to, or in lieu of, the criminal action sanctions outlined above, the county and its duly authorized agents shall be empowered to impose the following control measures.

(1) Airport management may summarily remove or eject from the airport, or through the aid of the County Sheriff's Department, cause to be removed from the airport, any person who, in violating a provision of this chapter, is clearly creating a situation that seriously endangers themselves, others or property. Such action will be followed by hearing of the matter before the County Commission.

(2) Any person who demonstrates a pattern of frequent noncompliance with the provisions of this chapter, even when such noncompliance may not create the risk of personal injury or property damage, and who does not then respond appropriately to counseling by airport management, shall be the subject of a hearing before the County Commission.

(3) A hearing before the County Commission to address a situation described in divisions (A) or (B) above shall be for the purposes of determining whether that person should be denied future use of the County Airport, and if so, for what duration of time. Any person who is the subject of such hearing shall have the right and opportunity to introduce and explain any mitigating circumstances, along with the right to have testimony by any eyewitnesses heard. Should the subject of a hearing choose not to

appear during the hearing, the County Commission may act as fully as though the subject were present.
(Prior Code, § 10-12-4)

(D) *Grievance procedure*. Any person who has cause to question the validity of a decision of airport management or who may be aggrieved because of the accusation of noncompliance with a provision of this chapter or who considers that compliance with a particular provision(s) of this chapter would create a severe hardship, may formally request a hearing on the matter before the County Commission. Subsequent action will then proceed as follows.

(1) The County Commission shall hear any grievance within 30 days of receiving written notice of complaint and shall provide written notification to the complainant of the time/date of the hearing.

(2) The complainant shall be allowed to present all relevant evidence, records and testimony at this hearing.

(3) The County Commission shall issue written findings of fact and a decision within 15 working days of any hearing.

(4) Any aggrieved who is not content with a decision of the County Commission may make appropriate appeal through the court system.

(Prior Code, § 10-12-5)
(Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.003 CONSTRUCTION ON AIRPORT; SITE DEVELOPMENT STANDARDS.

All construction upon the County Airport will be in accordance with the county's Land Use Management Code.
(Prior Code, § 10-9-1) (Ord. 10-09, passed 10-4-2011)

MANAGEMENT

§ 154.015 METHODOLOGY.

(A) The governing body of the county may provide for management of the County Airport in any manner of its choosing. Options available to the county include (but are not limited to) the following: Management by an individual who is either a full time or part time employee of the county; management by an individual (or entity) under contract to the county; management on a nonpaid basis by an individual (or entity) that has volunteered to discharge management responsibilities on such a basis; or by leasing the airport to an individual (or entity) with assignment of management responsibilities to that individual or entity via the lease agreement.

(B) The governing body may, at its option (and within the constraints of any then existing contract or lease agreement), elect to change airport management methodology at any time.
(Prior Code, § 10-1-1) (Ord. 10-09, passed 10-4-2011)

§ 154.016 FUNCTIONS AND ACTIVITIES OF AIRPORT MANAGEMENT.

Whatever airport management methodology as has been selected by the county, the responsibilities of such management shall be established by the County Commission in a

detailed job description that clearly defines the functions and duties of that individual or entity charged with airport management.
(Prior Code, § 10-1-2) (Ord. 10-09, passed 10-4-2011)

§ 154.017 AUTHORITIES OF AIRPORT MANAGEMENT.

Airport management shall have full power and authority to implement and carry out those policies and procedures adopted by the County Commission (and encoded herein) for the orderly operation of the County Airport.
(Prior Code, § 10-1-3) (Ord. 10-09, passed 10-4-2011)

AIRPORT ADVISORY BOARD

§ 154.030 CREATION OF BOARD.

There is hereby created an advisory body within and for the county to be known as the County Airport Advisory Board. The Board shall consist of eight members, one of whom shall always be a member of the County Commission and a nonvoting member. All other members shall be appointed by the County Commission (along with terms of appointment) from among the qualified residents of the county. Three members of the Board shall always be qualified and currently flying pilots who are regular users of the County Airport. Four will be non-pilots or non-regular users of the County Airport. Should no qualified person apply for a position (user or nonuser), the position may be filled by anyone. Members shall be selected without respect to political affiliation and shall serve without compensation, except for recovery of such reasonable expenses as may be specifically authorized by the County Commission.
(Prior Code, § 10-2-1) (Ord. 10-09, passed 10-4-2011)

§ 154.031 ELIGIBILITY FOR APPOINTMENT.

To be eligible for appointment to the Airport Advisory Board, a person shall:

(A) Be not less than 21 years of age;

(B) Be a resident of the county; and

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

(Prior Code, § 10-2-2) (Ord. 10-09, passed 10-4-2011)

§ 154.032 POWERS AND DUTIES.

The County Airport Advisory Board shall have the authority and duty to advise and make recommendations to the County Commission on all matters having to do with the County Airport and its various features and facilities, including airport operation, management, regulation, master planning, improvement construction and expansion and fiscal and economic impacts. To better equip itself for the performance of this primary duty, the Board shall familiarize itself with such county, state and federal regulatory and fiscal materials as are relevant to these authorities and duties. The Board shall track ongoing and newly projected activities and developments on and in the vicinity of the airport for compliance with the provisions of the approved airport master plan and shall call observed or forecast deviations to the attention of the County Commission in a timely fashion. The Board will assume other duties and discharge other responsibilities as may, from time to time, be specifically assigned by the County Commission. The Board

shall also be responsive to requests by airport management to investigate, deliberate on and make specific recommendations to the County Commission on deserving matters or issues that have come to airport management's attention during discharge of duties.
(Prior Code, § 10-2-3) (Ord. 10-09, passed 10-4-2011)

§ 154.033 TERMS OF OFFICE; VACANCIES; REMOVAL.

The term of office for the County Commission member shall be as determined by the Commission. The terms of the seven members appointed by the County Commission shall be four-year terms, which shall be staggered every two years. Vacancies occurring otherwise then through the expiration of term shall be filled by appointment by the County Commission for the remaining portion of such term, or for other duration. Any member may be summarily removed by a vote of not less than five members of the County Commission with or without cause.
(Prior Code, § 10-2-4) (Ord. 10-09, passed 10-4-2011)

§ 154.034 APPOINTMENT OF OFFICERS.

The Board shall select Board officers by a method of its own choosing.
(Prior Code, § 10-2-5) (Ord. 10-09, passed 10-4-2011)

§ 154.035 PROCEEDINGS; RULES FOR AND RECORD OF.

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

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

(C) All meetings of the Board shall be taped. Further, the Board shall keep a permanent, written record of all proceedings, with a copy provided to the County Clerk for filing as a public record.
(Prior Code, § 10-2-6) (Ord. 10-09, passed 10-4-2011)

§ 154.036 MEETINGS; SCHEDULE AND PUBLIC NOTICE.

The County Airport Advisory Board shall conduct meetings not less than quarterly throughout the year at times and places to be determined by the Board. The Board may meet more frequently as circumstances warrant. In any event, all Board meetings, whether regularly scheduled or special, shall be public meetings and shall be properly noticed by local posting and appearance in the local media.
(Prior Code, § 10-2-7) (Ord. 10-09, passed 10-4-2011)

§ 154.037 MEMBERS' ETHICS.

Members of the County Airport Advisory Board shall be subject to and bound by the provisions of the Utah Public Officers' and Employees' Ethics Act, UCA §§ 67-16-1 et seq., as amended, the county's policies and procedures, as amended, including County Commission Resolution CR-04-10, establishing a code of ethics.
(Prior Code, § 10-2-8) (Ord. 10-09, passed 10-4-2011)

GENERAL AIRPORT RULES

§ 154.050 PUBLIC USE.

The County Airport shall be open to the public for all such general aviation related activities and operations as can be (and are) conducted in full compliance with appropriate parts of the Federal Aviation Regulations, the provisions of this chapter and all other ordinances of the county and laws of the state applicable to public places.
(Prior Code, § 10-3-1) (Ord. 10-09, passed 10-4-2011)

§ 154.051 PRIVATE OR PRIVILEGED ACCESS OR EGRESS.

No person except those with Commission approved through the fence agreements shall be granted private or privileged access or egress to and from or across the airport.
(Prior Code, § 10-3-2) (Ord. 10-09, passed 10-4-2011)

§ 154.052 EXCLUSIVE LAND USE.

No person shall be permitted the exclusive use of any land within the confines of the County Airport, except upon the execution of an appropriate lease agreement with the county in accordance with the provisions of §§ 154.160 through 154.162 of this code.
(Prior Code, § 10-3-3) (Ord. 10-09, passed 10-4-2011)

§ 154.053 COMPLIANCE BY USER.

The use of the County Airport or its facilities in any manner shall create the obligation and the implied consent of the user to comply with all the regulatory material contained or cited herein.
(Prior Code, § 10-3-4) (Ord. 10-09, passed 10-4-2011)

§ 154.054 RELEASE FROM LIABILITY.

Use of the County Airport and its facilities is conditioned upon the assumption of full responsibility and risk by the user thereof and such users shall hold harmless and indemnify the county, its officers and employees from any liability or loss resulting from such use as well as claims of third persons as against those of the person so using the airport. No user of the airport will attempt to hold the county or its agents responsible for any damage to or theft of any aircraft, vehicle, tool or other piece of equipment parked or used on the County Airport. The exercise of the privilege of use shall constitute acknowledgment that the county operates and maintains said airport in a governmental capacity.
(Prior Code, § 10-3-5) (Ord. 10-09, passed 10-4-2011)

§ 154.055 TRESPASS AND TAMPERING.

No person may:

(A) Enter upon any airport property or go within any public building on airport property except for purposes that are lawful, right and just, nor shall any person enter or remain within any private building on the County Airport without the prior approval and permission of the owner of that building; or

(B) Interfere or tamper with, or without prior and proper authorization from the owner, or that person having custody of and responsibility for an aircraft, vehicle or piece of equipment, climb upon, enter or operate any aircraft, vehicle or piece

of airport maintenance equipment. Nor shall any person commit any act that would endanger any aircraft operating at the airport.
(Prior Code, § 10-3-6) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.056 PRESERVATION OF FACILITY.

Unless otherwise provided, no person may:

(A) Destroy, damage or disturb in any way any structure, sign, marker, piece of equipment, fence, vegetation or any other public or private property on the airport;

(B) Throw, drop or otherwise release or permit to be released upon the airport premises any trash or other substances except in receptacles specifically provided for such purposes;

(C) Abandon property of any sort on the airport. Airport management will have authority to declare property abandoned, and to initiate disposal actions in accordance with UCA §§ 67-4a-101 et seq.;

(D) Permit any animal to run unrestrained on the airport in general, and on any ramp, taxiway or runway in particular. Nor shall any person ride horseback or drive livestock on or through airport property; or

(E) Post, distribute or display signs, advertisements, circulars or other printed matter outside of any building on the airport without first obtaining permission from airport management.

(Prior Code, § 10-3-7) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.057 DAMAGE TO AIRPORT PROPERTY.

Any person noting or causing damage to the airport or airport-related property of the county shall report the circumstances and particulars to airport management as expeditiously as possible. Any person causing or liable for any damage to the airport or airport-related property of the county shall be required to pay the county, upon demand, the full cost of repairs or to reimburse the county for the full amount of such damage. If the county prevails in any legal action to collect such damages, the county may also collect reasonable attorney fees.
(Prior Code, § 10-3-8) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.058 GROUND VEHICULAR ACTIVITY.

(A) Only bona fide emergency vehicles, airport maintenance vehicles and vehicles belonging to aircraft owners and/or operators or hangar lessees may be operated on the ramp, apron, taxiway or runway portion of the airport, with the operation of ground vehicles on any taxiway or runway being further restricted to those situations necessary to the response to an emergency situation or to routine airport maintenance, to the positioning for launch or retrieval of a glider or the positioning, launching or recovery of an ultralight. In all cases, and most particularly when operating on the runway, the operator of such vehicle will exercise extreme caution and will absolutely give way to any aircraft that may be taking off, landing or taxiing. Ground vehicles shall also always yield to pedestrians.

(B) No vehicle shall ever be parked unattended on the runway, nor shall any vehicle ever be parked unattended on any portion of any taxiway, ramp or apron such as to deny or restrict the free passage of any aircraft to or from any hangar, tie down or parking spot or any other place on the airport to which an aircraft could logically need access.

(C) No motor home, travel trailer, boat trailer, horse trailer, utility trailer, automobile or any other type of powered or nonpowered vehicle (except those trailers specifically designed and constructed to store/transport gliders and ultralights) shall be permanently stored on the airport except within any lessee's private hangar. Glider trailers or ultralight trailers may only be stored outside in those specific areas that have been designated by airport management for such purposes.

(D) No bicycles, motorcycles or ATVs shall be operated on any portion of any runway, taxiway, ramp or apron, except where such operation is conducted by the owner/operator of any aircraft, or the lessee of any hangar, and then only when in direct connection with such ownership/operation or lease.

(E) No person may operate a motor vehicle at a speed greater than 15 mph on any apron or ramp, or at a speed greater than 25 mph on any access road, and in any event, shall not operate in excess of any speed that may be posted. Nor may any person operate any vehicle in a careless or reckless fashion.

(F) General vehicle parking on the airport will only be in those locations designated for such purposes by airport management. Leaseholders may park in areas immediately adjacent to their leased facilities when, in the opinion of airport management such parking will not create any hazard or conflict with mowing, snow removal or any other required airport operation or activity. Airport management will have the authority to move, or to have moved, any vehicle parked in an inappropriate location.

(Prior Code, § 10-3-9) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.059 PEDESTRIAN ACTIVITIES.

(A) No person shall walk on any runway or taxiway except when necessary for aircraft owner/operators to gain access to an aircraft, to glider and ultralight pilots and ground crews when involved in the launch or retrieval of such craft and to airport maintenance personnel and emergency services personnel in the normal performance of their duties.

(B) On all areas of the airport, pedestrians shall always give way to any aircraft.

(Prior Code, § 10-3-10) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.060 MODEL AIRCRAFT ACTIVITY.

No person shall operate a model aircraft or other unpiloted flying device on the County Airport.

(Prior Code, § 10-3-11) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.061 INTERFERENCE WITH OTHERS.

No person shall conduct any activity on the airport of a type or nature that would deny or unreasonably delay to any other legitimate user of airport facilities or the free exercise of such use.

(Prior Code, § 10-3-12) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.062 COMPLIANCE WITH STATE REGISTRATION REQUIREMENTS.

All airport users must comply with applicable state registration requirements as outlined under UCA §§ 72-10-101 et seq.

(Prior Code, § 10-3-13) (Ord. 10-09, passed 10-4-2011)

§ 154.063 SPECIAL OR UNUSUAL ACTIVITIES.

(A) No person shall conduct any activity on the County Airport that interrupts or suspends normal airport operations or functions, without prior written approval of the County Commission. Any person proposing such activity shall initiate a request for approval through airport management not later than 60 days prior to the date such activity is proposed.

(B) Airport management will refer the matter, along with recommendations, to the Airport Advisory Board, and that body, in turn, will consider and make recommendation to the County Commission as to appropriateness, and as to the necessity for activity-related liability insurance coverage of the type and in the amount as may then be specified by the County Commission.

(Prior Code, § 10-3-14) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

AIRCRAFT OPERATING RULES

§ 154.075 FEDERAL AVIATION REGULATIONS.

The Federal Aviation Regulations (defined as ***FAR*** in § 154.001 above) are herewith adopted by reference and incorporated herein. It shall be unlawful for any person operating on or from the County Airport to fail to comply with any applicable federal aviation regulation, or with any specific provision of this subchapter. Nothing in this subchapter will usurp a pilot's emergency authority as outlined in FAR part 91.

(Prior Code, § 10-4-1) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.076 AUTHORITY TO INSPECT.

Airport management and the law enforcement body of the county shall have the authority to require any airport user to produce for inspection such pilot credentials and aircraft documents as are required by the Federal Aviation Regulations for the specific operation(s) in which engaged.

(Prior Code, § 10-4-2) (Ord. 10-09, passed 10-4-2011)

§ 154.077 SECURING UNATTENDED AIRCRAFT.

No person shall leave an aircraft unattended unless it is within a hangar, or if outside, is properly secured by wheel chocks or tie downs, as appropriate. The aircraft owner shall be responsible for all damages caused by failure to properly secure an unattended aircraft.

(Prior Code, § 10-4-3) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.078 OPERATING WEIGHT RESTRICTION.

No person shall operate an aircraft of over 12,500 pounds gross weight at the County Airport, except for good cause and after having obtained prior approval for such from airport management.

(Prior Code, § 10-4-4) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.079 RUNNING ENGINES IN HANGARS.

No person will start or run an aircraft engine in any hangar.

(Prior Code, § 10-4-5) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.080 NIGHT OPERATIONS.

Night operations, as defined in FAR part 1, shall not be conducted at the County Airport except in the case of in-flight emergencies, or where such operations are sponsored by a recognized emergency service agency, and are then overseen by the Sheriff's Office.

(Prior Code, § 10-4-6) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.081 REPORTING OF ACCIDENT.

Any person involved in an accident that causes damage to property or injury to persons on the County Airport shall immediately report such accident to airport management.

(Prior Code, § 10-4-7) (Ord. 10-09, passed 10-4-2011)

§ 154.082 REMOVAL OF WRECKAGE.

Aircraft owners/operators or their agents shall be responsible for the prompt removal from runways and taxiways, any aircraft disabled by accident or other means. Should the owner/operator fail to comply with this requirement, airport management may cause the aircraft to be removed and the owner/operator to be billed for all costs incident to such removal.

(Prior Code, § 10-4-8) (Ord. 10-09, passed 10-4-2011)

§ 154.083 PARACHUTING (SKYDIVING).

Parachuting activity over or onto the County Airport shall be conducted in accordance with all relevant requirements of FAR part 105.

(Prior Code, § 10-4-9) (Ord. 10-09, passed 10-4-2011)

§ 154.084 ULTRALIGHT OPERATIONS.

(A) Ultralight operations at the County Airport shall be conducted in accordance with all relevant requirements of FAR part 103, except for such deviations from that part as may have been authorized by an FAA issued grant of exemption. Then, only those persons holding such grant of exemption, or otherwise authorized to operate under the authorities of such grant, shall exercise such privileges.

(B) Ultralight operations shall also conform to the following:

(1) Ultralights departing on runway 21 will turn crosswind prior to overflight of the residential areas south of the airport;

(2) Ultralights shall climb to and maintain an altitude not greater than 5,600 msl until a minimum of one-half mile from the airport boundary in order to avoid the potential for inadvertent climb into the path of conventional aircraft in the standard traffic pattern; and

(3) Ultralight operators will submit to any request by airport management that they demonstrate (or otherwise verify) their flying capabilities, as well as the mechanical integrity of their equipment.

(Prior Code, § 10-4-10) (Ord. 10-09, passed 10-4-2011)

§ 154.085 TRAFFIC PATTERN.

The County Airport traffic pattern and rules for operating within that pattern are herewith established as follows.

(A) The recommended traffic pattern for both runway three and runway 21 shall be left hand and shall be flown by airplanes (other than ultralights) at an altitude of 1,000 feet above the published elevation of the airport.

(B) The County Airport is uncontrolled; therefore, pilots shall adhere to the "see and be seen" concept. The "common traffic advisory frequency" (CTAF) for radio equipped aircraft is 122.8 MHZ.

(Prior Code, § 10-4-11) (Ord. 10-09, passed 10-4-2011)

FUEL SERVICING

§ 154.100 GENERAL POLICY.

(A) Aircraft fuel servicing operations on the County Airport shall conform to the provisions of Article 24 of the Uniform Fire Code (UFC), except for those specific circumstances wherein the Fire Chief may have modified a provision of Article 24, pursuant to that authority given to the Chief under paragraph 103.1.3, UFC.

(B) Aircraft fuel servicing operations on the County Airport may only be conducted by a person whose county-approved commercial aeronautical activities specifically include commercial fuel sales, or by a private aircraft owner fueling his or her own aircraft with his or her own personnel and equipment.

(C) No person may operate a commercial fuel servicing vehicle upon the County Airport without first having secured from the Fire Chief that permit specified under paragraph 105.8.a.2, UFC.

(Prior Code, § 10-5-1) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.101 SPECIFIC REQUIREMENTS.

(A) No fuel servicing will be conducted within any aircraft hangar or other building, within 50 feet of any open flame (including smoking) or when the engine of the aircraft to be serviced is running.

(B) Subject only to meeting the requirements of division (A) above, any paved ramp or tie down area on the airport is acceptable as an aircraft refueling area.

(C) Except for permitted storage within a building constructed for the sole and exclusive use purpose of providing anti-tampering security protection, no aircraft refueling unit will be stored inside of, nor less than 50 feet from any other building, with any such outside storage location to be jointly determined by airport management and the Fire Chief.

(D) All passengers must disembark from any aircraft prior to the fuel servicing of that aircraft.

(E) Each fueler shall exercise care to prevent fuel spills. Should a spill occur, fuel servicing will be stopped immediately, and will not resume until the spill has been cleaned up, and the causative agent for the spill corrected. Additionally, any fueler causing a spill will immediately notify airport management of such. Each fueler shall clean up any spill that he or she has caused. Should any fueler fail in this

duty, airport management may cause such cleanup, along with subsequent billing of the responsible party for the costs of cleanup.
(Prior Code, § 10-5-2) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

FIRE PREVENTION AND HAZARDOUS OR TOXIC MATERIALS HANDLING

§ 154.115 GENERAL POLICY.

Fire prevention and protection policies and procedures on the County Airport shall conform to the provisions of Article 24 of the Uniform Fire Code (UFC) and the Uniform Building Code (UBC).
(Prior Code, § 10-6-1) (Ord. 10-09, passed 10-4-2011)

§ 154.116 HAZARDOUS AND TOXIC MATERIALS.

(A) The storage, use, and handling of hazardous and toxic materials on and from the County Airport shall be as prescribed in the UFC; as well as in a manner consistent with other recognized and applicable standards as established by state and/or federal law.

(B) No person shall store, use or dispose of hazardous or toxic materials in any manner that will allow them to contaminate either the air or ground at the airport.

(C) Used lubricating oil generated by any user on the airport may be deposited in the approved collection tank maintained on the airport for that purpose.

(D) With the single exception noted in division (C) above, each individual tenant or other user of the County Airport shall be personally responsible for removal from the airport, and for the proper disposal of any hazardous or toxic waste generated as a consequence of any of that individual's activities upon the airport.
(Prior Code, § 10-6-2) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.117 FIRE PREVENTION; GENERAL.

(A) No person shall stock, store or use upon the County Airport any material or equipment in such manner as to constitute a fire hazard.

(B) All building owners and lessees shall keep their building, hangar and/or shop floors, and external areas immediately adjacent to such facilities, free of flammable and combustible waste materials.

(C) The storage, use, dispensing, mixing and handling of flammable and combustible liquids on the County Airport shall be in accordance with the UFC and the UBC.

(1) No person shall store or use flammable and combustible liquids in types and amounts exceeding those listed in the UFC, except upon having been issued a permit from the Fire Chief for such exception.

(2) No person shall store flammable and combustible liquids on the County Airport other than in the container types and sizes listed in the UFC. Note: In general, any container that has been approved by the U.S. Department of Transportation (DOT) for interstate shipping and handling of these materials is also acceptable as a storage container on the airport.

(3) No class I-A liquid shall be used as a cleaning agent anywhere on the County Airport. Only nonflammable liquids especially formulated for such purposes (e.g., Stoddard solvent) may be used as cleaning agents upon the airport.

(4) All building owners and lessees shall maintain at least one portable fire extinguisher within such premises, which extinguisher shall have a minimum rating of 10-B:C, in accordance with UFC standard 10-1.
(Prior Code, § 10-6-3) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.118 APPLICATION OF FLAMMABLE FINISHES.

The application of flammable or combustible paint, lacquer, dope or other flammable or combustible liquid applied as a sprayed finish by compressed air, shall be performed in accordance with the provisions of the UFC and the UBC.
(Prior Code, § 10-6-4) (Ord. 10-09, passed 10-4-2011)

§ 154.119 WELDING AND CUTTING.

Welding and cutting operations, and the storage and use of compressed gases employed therein, shall be performed in accordance with the UFC and the UBC.
(Prior Code, § 10-6-5) (Ord. 10-09, passed 10-4-2011)

COMMERCIAL ACTIVITIES

§ 154.130 AUTHORIZATION TO ESTABLISH/OPERATE.

No person shall conduct a commercial activity of any nature that is based on or operated from the County Airport, unless conduct of that activity has been approved by the County Commission. A business not directly involved in any form of aeronautical activity may be allowed on the airport only if such business would serve and support the airport and flying community (e.g., an airport restaurant). This question will undergo review/recommendation by airport management and the Airport Advisory Board, with ultimate decision-making authority residing with the County Commission.
(Prior Code, § 10-7-1) (Ord. 10-09, passed 10-4-2011) Penalty, see § 154.999

§ 154.131 CONDITIONS OF USE.

Any commercial activity whether commercial aeronautical activity or other will be subject to an appropriate conditional use permit.
(Prior Code, § 10-7-2) (Ord. 10-09, passed 10-4-2011)

§ 154.132 EXCLUSIVE RIGHTS.

Nothing in this subchapter shall be construed as granting an exclusive business right of any nature to any person authorized to operate on or from the County Airport.
(Prior Code, § 10-7-3) (Ord. 10-09, passed 10-4-2011)

§ 154.133 STANDARD REQUIREMENTS.

Every person conducting any form of commercial activity on or from the County Airport must be capable of meeting, and shall adhere to, the following standards and requirements:

(A) Continued compliance with all relevant federal, state and county laws and/or regulations and with any specific conditions or requirements identified by the county at the time approval of the activity was granted;

(B) Maintenance of public liability insurance, of that type and amount considered and approved by the County Commission. Such insurance will name the county as an additional insured;

(C) An appropriate business license; and

(D) If paying a fee to the county on the basis of generated revenues, maintenance of adequate (and reasonably available) records relating thereto.

(Prior Code, § 10-7-4) (Ord. 10-09, passed 10-4-2011)

NONCOMMERCIAL AERONAUTICAL ACTIVITY

§ 154.145 AUTHORITY.

The County Airport being a public airport, no special authorization is required of any person in order to engage in any noncommercial aeronautical activity on or from the County Airport, except in those specific cases wherein such requirement may be imposed by this subchapter, or may be found in some other regulatory material (e.g., the FAR part 105 requirement that the permission of airport management be sought prior to conducting any parachute jump over or onto the airport).

(Prior Code, § 10-8-1) (Ord. 10-09, passed 10-4-2011)

§ 154.146 STANDARD REQUIREMENTS.

Every person engaging in any form of noncommercial aviation activity on or from the County Airport shall comply with all relevant federal, state and county laws and/or regulations.

(Prior Code, § 10-8-2) (Ord. 10-09, passed 10-4-2011)

§ 154.147 SPECIFIC RIGHTS AND PRIVILEGES.

(A) No private aircraft owner shall be prohibited from performing, on his or her own equipment, those specific preventative maintenance routines as are outlined in Appendix A of FAR part 43, whether such performance is within a privately-owned hangar, or on a ramp or tie down.

(B) Private hangar owners may maintain and/or store in their hangars such nonaeronautical equipment as boats, travel/utility trailers, automobiles and the like, provided such use of that hangar is only incidental and secondary to its primary use as an aircraft maintenance and/or storage facility.

(C) Private hangar owners/occupants may store and use in their own hangars all such manner of tools, equipment, parts and supplies as are normally associated with the building, restoration or maintenance of aircraft. This privilege is specifically extended to liquid consumables (such as engine oil and paints), provided only that such storage or use involves reasonable quantities thereof, that all relevant requirements of §§ 154.115 through 154.119 of this code are met, and that such storage is for the personal use of the hangar owner/occupant only.

(Prior Code, § 10-8-3) (Ord. 10-09, passed 10-4-2011)

LEASE STANDARDS AND PROVISIONS

§ 154.160 LEASING POLICY.

(A) No person shall be permitted the exclusive use of any land on the County Airport unless and until an appropriate, formal lease agreement between that person and the county shall have been executed.

(B) Land lease agreements executed by the county will be of the following three basic types:

(1) Lease of land for commercial activity;

(2) Lease of land for noncommercial aeronautical activity; and

(3) Lease for a tenant aircraft tie down.

(C) Both the County Clerk and airport management will maintain blank lease agreement forms and will provide these as required. The county may change the form and content of these standardized agreements as required.

(Prior Code, § 10-10-1) (Ord. 10-09, passed 10-4-2011)

§ 154.161 APPLICATION PROCEDURE.

Any person desiring to execute a land lease agreement with the county, whether for land not yet under any lease, or for land underlying an existing structure that has undergone an ownership change, shall make application for same as described below.

(A) If related to commercial activities, the lease applicant shall obtain a copy of the standard land lease agreement and shall complete all appropriate sections of this agreement and submit it as part of the application package described under § 154.133 of this code.

(B) If related to noncommercial aeronautical activities, the lease applicant will complete the standard land lease agreement for noncommercial aeronautical activity and submit it to the County Commission for approval.

(C) Applicants for tenant aircraft tie downs shall make application to airport management, who will review and approve tie down leases.

(Prior Code, § 10-10-2) (Ord. 10-09, passed 10-4-2011)

§ 154.162 TERMS OF LEASE.

(A) *Commercial activity*. The duration of any lease agreement, and any subsequent renewal period, executed for land leased in connection with the operation of any type of commercial aeronautical activity shall be as negotiated and agreed between the applicant and the county.

(B) *Noncommercial aeronautical activity*. The duration of lease agreements executed for land on which private aircraft hangars are sited will be for a period of 30 years. Established lease fees shall be paid annually no later than January 31 of each year to the County Treasurer.

(C) *Aircraft tie downs*. Leases for tenant aircraft tie downs shall be indefinite in duration, and established lease fees shall be paid on a monthly basis (to either the County Treasurer, or to airport management if that payment method has been directed by the county).

(D) *Subleasing or assigning*. The lessee shall not assign his or her lease, or sublease the premises in its entirety, without prior written approval of the County Commission. The partial rental or sharing of the lessee's hangar space with others, not a party to the lease, shall not be considered a commercial purpose and shall not be considered subleasing such space. The use of any hangar space by parties other than the lessee is still subject

to, and required to comply with, all of the terms of the lease agreement. All sections of the lease agreement must be complied with prior to any use of a hangar by the sublessee.

(E) *Termination of lease*. Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of the lessee. The lessee shall have the right to remove the same from the premises within 60 days from the date of the termination of the lease. Any property not so removed within said 60-day period shall become the property of the county to be disposed of in such a way as it may be deemed fit. In the event the lessee elects to remove said building improvements, the land shall be left in a clean and graded condition. If the county is required to terminate any lease through legal action and the lessee is not in default and chooses not to remove leasehold improvements, the county shall pay the leaseholder the fair market value for such improvements.

(F) *Compliance*. It shall be understood and agreed that:

(1) Lessee will comply with all provisions of the lease, and further agrees that, if there be failure on the part of the lessee to perform, keep and observe any of the covenants and conditions contained therein, and provided that lessee be given written notice to correct or cure such default, and within 30 days from the date of such notice the default shall not have been corrected in a manner satisfactory to the county, the county shall have the right to declare the lease terminated;

(2) Lessee will indemnify and hold harmless the county against every claim of whatever kind and nature that may be made against it on account of any act or omission of lessee or any other person acting in its behalf or under its direction or holding through or under it. Lessee further agrees to waive all claims against the county for whatever cause which may occur to it or its property in the use or occupancy of the demised premises other than damages arising from the sole negligence of the county, its officers, agents or employees;

(3) Lessee will maintain the leased premises in a reasonable condition of safety, repair and cleanliness. In the case of a lease for a private aircraft hangar or tenant aircraft tie down space, this requirement shall extend to the immediate environs of such space, with the leaseholder being responsible for the general order, cleanliness and mowing of such area. No outside storage of any kind will be permitted in such area, unless upon land already under leasehold;

(4) For privately-owned aircraft storage hangars, the lessee shall maintain such public liability insurance as may be specified in his or her land lease agreement with the county;

(5) The lessee is an independent entity and not an agent or employee of the lessor with regard to any acts or omissions of the lessee;

(6) Nothing within the lease shall be construed to grant or authorize the granting of an exclusive right upon the airport beyond that right to exclusive use of the real property that is the subject of the lease;

(7) The lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent

lessee from erecting any structure on or near the airport which, in the opinion of the county, would limit the usefulness of the airport or constitute a hazard to aircraft;

(8) The lease shall be subordinate to the provisions of any existing or future agreement between the lessor and the federal/state government(s) relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal/state funds for development of the airport;

(9) The lessor or designated representative reserves the right to temporarily close the airport for maintenance, improvement or as may be required for the safety of the flying public; and

(10) The lessee shall be solely responsible for all incidental, miscellaneous costs associated with the lease-holding, such as taxes and/or similar assessments, utility fees, maintenance and upkeep of the leasehold area and the like.

(Prior Code, § 10-10-3) (Ord. 10-09, passed 10-4-2011)

RATES AND CHARGES

§ 154.175 LAND RENTAL.

The County Commission may establish land rental fees for commercial activities and noncommercial aeronautical activities on improved or unimproved land at the airport. Rental rates and any subsequent changes to these rates, will be established by resolution of the County Commission.

(Prior Code, § 10-11-1) (Ord. 10-09, passed 10-4-2011)

§ 154.176 TIE DOWN FEES.

The County Commission may establish tie down fees for transient and tenant aircraft at the airport. Tie down fees will be set by resolution of the County Commission.

(Prior Code, § 10-11-2) (Ord. 10-09, passed 10-4-2011)

§ 154.177 FUEL FLOWAGE FEES.

The County Commission may require that a fee or royalty be paid to the county by any person selling or dispensing fuel at the airport. Fuel flowage fees or royalties will be established by resolution of the County Commission. Billing considerations, such as the submission of delivery receipts to the county showing all fuel delivered at the airport during the preceding calendar month, will be addressed via any resolution establishing fuel flowage fees or royalties.

(Prior Code, § 10-11-3) (Ord. 10-09, passed 10-4-2011)

§ 154.178 COMMERCIAL ACTIVITIES.

Any person operating a commercial activity at the airport may be required to pay the county a percentage of gross and/or a flat fee as provided by contract.

(Prior Code, § 10-11-4) (Ord. 10-09, passed 10-4-2011)

§ 154.179 RATE AND CHARGE ADJUSTMENT.

The County Commission may periodically adjust the fees, royalties or other charges authorized in this subchapter, whether based on review and appraisal to determine fair market values, or perhaps tied to such an economic indicator as the CPI.

(Prior Code, § 10-11-5) (Ord. 10-09, passed 10-4-2011)

§ 154.180 BILLING PROCEDURES AND LATE CHARGES.

Rental fees associated with land lease agreements shall be due and payable as established in §§ 154.160 through 154.162 of this code. All other amounts payable will be due on the fifth day of the month following the month when the debt was incurred, and late charges in the amount of 1% per month or a minimum fee as set forth in currently adopted fee schedule shall accrue if the amount is not paid within 30 days of the due date. If legal action is required to collect any amount, the county shall also be entitled to attorney fees.

(Prior Code, § 10-11-6) (Ord. 10-09, passed 10-4-2011)

§ 154.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) A violation of § 154.002 of this code shall be deemed a class B misdemeanor.

(Prior Code, § 10-12-2) (Ord. 10-09, passed 10-4-2011)

Warm regards,

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

**This Email is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. The information contained in this Email is intended only for use of the individual or entity named above.

If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by collect telephone call at (801) 845-4006 and destroy the original message. **

From: Kate Becker <kBecker@morgancountyutah.gov>
Sent: Monday, July 28, 2025 9:44 AM
To: Bret Heiner <bheiner@morgancountyutah.gov>
Cc: Vaughn Nickerson <vNickerson@morgancountyutah.gov>; lukemski4@gmail.com; Corey Stark <cstark@morgancountyutah.gov>; Garrett Smith <gsmith@morgancountyutah.gov>
Subject: RE: Community Fundraiser Event at the Morgan Airport

Luke,
We will 110% want to have a meeting. At present we do not allow motorized vehicles (outside of planes) on the County Runway.
The County Attorney is at a conference this week. I will check on his availability and get back to you.

~Kate Becker

Morgan County
Administrative Manager
(435) 800.8724 textable cell

From: Bret Heiner <bheiner@morgancountyutah.gov>
Sent: Monday, July 28, 2025 6:00 AM
To: Kate Becker <kBecker@morgancountyutah.gov>
Subject: Fw: Community Fundraiser Event at the Morgan Airport

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From: Luke Majewski <lukemski4@gmail.com>
Sent: Saturday, July 26, 2025 4:10 PM
To: Garrett Smith <gsmith@morgancountyutah.gov>; Corey Stark <cstark@morgancountyutah.gov>; Bret Heiner <bheiner@morgancountyutah.gov>
Cc: Vaughn Nickerson <vNickerson@morgancountyutah.gov>
Subject: Community Fundraiser Event at the Morgan Airport

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

Hello,
I hope this email finds you all well. My name is Luke Majewski. I am working on putting on a community fundraiser event for the Mountain Green Fire Department this fall at the Morgan Airport. This event will be displaying both cars and planes with the goal of bringing together the community to raise money for the fire department. I have been working on a comprehensive plan to ensure that this event is well thought out, planned accordingly, and safe for everyone. The tentative location for this event will take place in the eastern part of the airport in front of Paul Delmonte's hangar. I have attached pictures below with the layout of the event.
Details of the event are as follows:

- **Date**: The tentative date for the event will be on October 3rd, from 4:00 p.m. to 7:00 p.m.. Cars and planes that will be displayed for the show will come between 3:00 p.m. - 4:00 p.m. before the event starts.
- **Entrances:** Car owners will come through the eastern entrance of the airport and be directed by volunteers to the parking area. They will be checked in at the check-in booth and will be guided to a parking spot. Attendees will enter through the eastern side of Buster Delmonte's hangar. Car owners bringing a car to display will pay $25 to enter, attendees will pay $10 a person to enter, and all of this will go to the fundraiser. All other airport entrances and parking areas will not be

open to the public and will be monitored to ensure no one enters the wrong part of the airport, walks across the runway, parks in the wrong part of the airport, etc.

- **Safety:** Both fire and police will be at the event or nearby. The fire department is already onboard with the event and should be able to bring a truck or two to display. I hope to meet with the sheriff to create a plan on where an officer or multiple officers can be posted to ensure everyone is acting appropriately and following all state and county laws. In the event of an emergency, all attendees can exit through either of the two entrances described above.
- **Registration:** All car owners wishing to display their vehicle at the show will have to register their car through a form I have created. I am doing this to make sure I don't have too many cars come as the area of the event can only hold roughly 70-80 cars.
- **Hangars:** I am working with the airport board of directors as well as the owners of the hangars to get their approval. I am reaching out to all 4 of the hangars that will be affected by event parking to make sure that they are okay with having their hangar blocked off for the evening. At the time of this email, I have two confirmed approvals of the four hangars from the owners. Buster Delmonte (owner of the easternmost hangar that is tan and grey) is okay with this event. He is currently out of town for work, so I am waiting for him to return to talk over the show once more and confirm his approval. I would like to park some cars and airplanes in a hangar or two to display (could raise more money by offering a few special spots that cost more). This is something I will need to get permission for from the hangar owners themselves. Buster Delmonte was open to the idea of parking some cars and airplanes in his hangar.
- **Food Trucks and Restrooms:** My goal is to have between 3-5 food trucks at this event. I am working on finding some at the moment. The goal with the food trucks is to have them donate a portion of their earnings that night to the fundraiser. I am also working on finding a portable restroom trailer that can be parked near the event for attendees to use.
- **Volunteers:** I will have a group of volunteers to help ensure this event runs smoothly and efficiently. I will have volunteers who will be directing car show parking and attendant parking on the road, checking in attendants and car show owners, picking up trash, helping guide people through the correct entrances, and ensuring no one parks or comes through the wrong part of the airport.
- **Music:** I would like to have a band come to play some music during the show. This is a very new idea for the show. I can provide more information regarding this soon.

The pictures below show the layouts of the event. I am open to making adjustments or changing the plan in any way, shape, or form. I want to make this a successful community event that takes into account all safety precautions, laws, and gets all the approvals needed.
I am more than happy to meet any of you in person to work through some of the potential challenges or adjustments that need to be made. My phone number is 801-643-3855. I am around and in the area frequently, so I can meet whenever is best. If you have any questions, please reach out to me via email or phone. I know an event like this is very difficult to plan, so if there are any other forms or applications I need to fill out, please let me know. I can also go into even more details and specifications if I need to fill out a formal document.

Best Regards,
Luke Majewski
801-643-3855

Kate Becker

From: Bret Heiner
Sent: Monday, July 28, 2025 6:00 AM
To: Kate Becker
Subject: Fw: Community Fundraiser Event at the Morgan Airport
Attachments: Screenshot 2025-07-26 152133.png; Screenshot 2025-07-26 152205.png

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From: Luke Majewski <lukemski4@gmail.com>
Sent: Saturday, July 26, 2025 4:10 PM
To: Garrett Smith <gsmith@morgancountyutah.gov>; Corey Stark <cstark@morgancountyutah.gov>; Bret Heiner <bheiner@morgancountyutah.gov>
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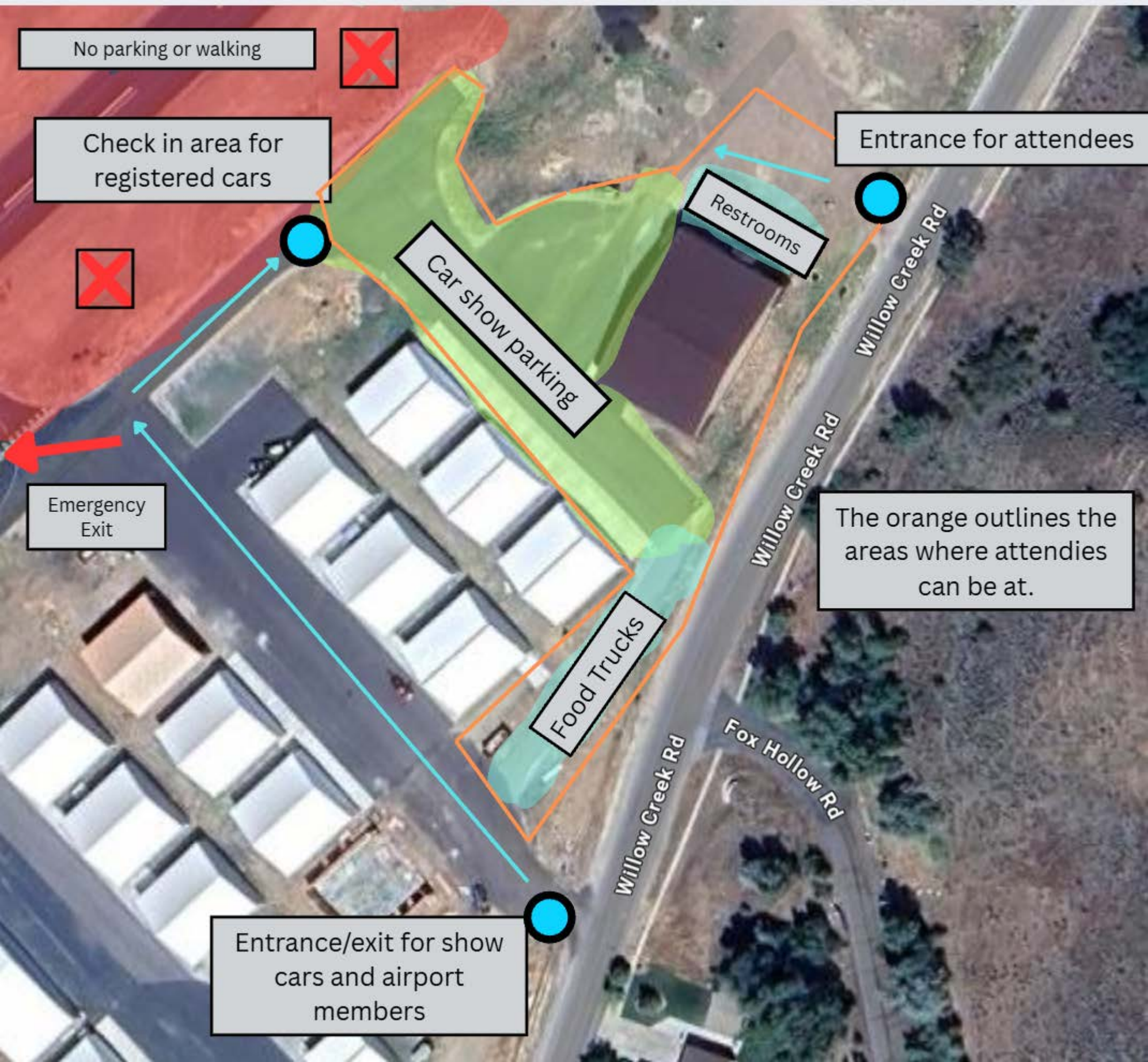
Best Regards,
Luke Majewski
801-643-3855


No parking or walking
Check in area for registered cars
Entrance for attendees
Restrooms
Car show parking
Willow Creek Rd
Willow Creek Rd
Emergency Exit
The orange outlines the areas where attendies can be at.
Food Trucks
Willow Creek Rd
Fox Hollow Rd
Entrance/exit for show cars and airport members

Green Area: Show parking for planes and cars (limited to about 70-80 cars).
Blue Area: Possible spots for food trucks and restrooms.
Blue Arrows: Where vehicles in the show will be directed to get to the show parking.
Red Lines: Areas where people attending can park.
Red X's: Entrances and areas that people will not be allowed to enter or park in.

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

General Plan Update

THIS CONTRACT ("Contract") is entered into this 5th day of August 2025 by and between **Morgan County** ("the County"), and **Planning Outpost, LLC.** ("the Consultant").

WHEREAS, the County wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1) **Services.**
    a. *Scope of Work.* The Consultant shall perform the services specified in **Appendix A**, "General Plan Update RFP & General Plan Update Proposal from Planning Outpost," which is made part of this Contract ("the Services").

2) **Term.** The Consultant shall perform the Services during the period commencing **August 5th, 2025,** and continuing through **February 5th, 2027,** unless otherwise extended or canceled in accordance with the terms and conditions of this contract, as may be subsequently agreed by the parties in writing.

3) **Project Coordinator.**
    a. *Coordinator.* The County designates the Planning and Development Director, Josh Cook, as the Coordinator. The Project Coordinator shall be responsible for the coordination of activities under the Contract, and for approving payments.

4) **Payment.**
    a. *Not to Exceed.* For Services rendered pursuant to **Appendix A**, the County shall pay the Consultant an amount not to exceed One hundred ninety-one thousand, four hundred eighty dollars ($191,480). The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph b below and of the direct expenses as defined in sub-paragraph c below.

    b. *Remuneration.* The County shall pay the Consultant for Services in accordance with the rates agreed and specified in **Appendix A**, "Cost Estimate" Section. Appendix A includes the proposal and rate schedule.

        i. *Billing Invoices:* The County shall make payments to the Consultant within thirty (30) days of receipt of an invoice. Said invoices shall be submitted to the Coordinator designated in Paragraph 3, no more than once a

month, but not less than once every three months. The invoice shall include a brief description of all work completed and the date(s) of service.

c. *Direct Expenses.* The County shall reimburse the Consultant for direct expenses, when such expenses are supported by invoices and appropriate documentation is provided and consistent with **Appendix A**.

5) **Performance Standard.** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6) **Ownership of Material.** Any studies, reports or other material, graphics, software of otherwise, prepared by the Consultant for the County under the Contract shall belong to and remain the property of the County. The Consultant may retain a copy of such documents and software.

7) **Independent Contractor.** While performing Services, the Consultant is an independent contractor and not an officer, agent or employee of the County.

8) **Insurance.** The Consultant will be responsible for maintaining appropriate professional liability insurance coverage for the Services rendered.

9) **Assignment.** The Consultant shall not assign this Contract or Subcontract any portion of it without the County's prior written consent.

10) **Contract Modifications.** This Contract may be amended, modified, or supplemented, only upon written agreement by both parties.

11) **Disputes.**

a. *Written Authorization.* Claims for services or materials not clearly authorized by the Contract, or not ordered by the County by prior written authorization, will not be paid. The Consultant shall notify the County in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the Consultant shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim.

b. *Mediation and Litigation.* The parties agree to use mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract. The parties agree that in the event of litigation, jurisdiction and venue will be in the 2nd District Court in Morgan County, Utah.

12) **Termination.** This Contract may be terminated as follows:

a. Mutual agreement of the parties; in writing and signed by the parties.

b. By either party for failure of the other party to fulfill its obligations under the Contract and after a prior written notice of performance deficiencies with a thirty (30) day period for an opportunity to cure identified issues, a written notice of intent to terminate is required and shall specify the reasons supporting termination. Reasonable allowances will be made for circumstances beyond the control of the Consultant and the County.

c. Upon satisfactory completion of the required contract services.

Approved as to content: _____ _____

County Attorney Date

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT

By: _____

Title: _____ Date _____

COUNTY COMMISSION

By: _____

Title: Chair _____ Date _____

COUNTY

By: _____

Title: County Manager _____ Date _____

PROJECT BUDGET

Phases	Deliverables	Cost
Phase 1: Initiate Project Management	***D1.*** *Project Work Plan* *Fine Tune Schedule* *Finalize Public Engagement Plan* *Determine Advisory Committee Members* *Project Status Updates*	$29,630
Phase 2: Existing Conditions & Initial Analysis	***D2.*** *Existing Conditions* *Initial Analysis of Land Uses & Development Patterns* *Infrastructure Capacity* *Creating Current Base Maps*	$21,800
Phase 3: Public Engagement	***D3.*** *Public Engagement Program* *Project Website* *Resident Insights Survey* *Open Houses* *Work Sessions* *Dedicated Engagement Specialists*	$62,300
Phase 4: Draft Plan & Recommendations	***D4.*** *Draft General Plan Elements & Recommendations* *Work Sessions with Planning Commission and County Commission* *Obtaining Feedback on Plan from Residents*	$57,300
Phase 5: Plan Adoption & Implementation	***D5.*** *Final draft of the General Plan, Maps, & Appendices* *Public Hearings & Facilitate Adoption Process* *Implementation Gap Analysis* *Development Application/Review Assessment*	$20,450
	Not to Exceed	**$191,480**

	PENDING:		
1	Commercial Design Standards	Directed by PC 3/28/2024	Tightened standards to avoid metal siding in future buildings, with discussions about building material requirements and aesthetic considerations (County Commission Meeting April 16, 2024)
2	Commercial Architectural Review and Landscaping TA	Directed by PC 6/13/2024	
3	Permanent Residence at Private	Directed by PC 9/26/2024	
4	Viewshed Ordinance	Directed by PC 9/26/2024	
5	Home Occupation/Short-term Rental Code TA**	Directed by CC 6/4/2024	Attorney's office working on initial draft of new code
6	Sign Code Overhaul TA	Directed by CC 6/4/2024	Comprehensive overhaul of signage regulations
7	Food Truck TA	Directed by CC 2/4/2025	
8	Cargo Containers TA	Directed by CC 4/1/2025	Research on Conex boxes showing current interpretation prohibits them as outdoor storage in many zones. Staff provided examples from other communities with restrictive codes. Discussion of allowing them on limited basis with standards for appearance, placement, and maintenance (County Commission Work Session April 1, 2025)
9	Geohazards TA	Directed by CC to CA in December 2024	Preliminary discussions with Mark Miller, Garrett Smith, and Bill Black. Proposed removing 25% slope prohibition to avoid regulatory takings, requiring geo hazard reports for properties exceeding 15% slope. PC meeting on 6/26 received additional directive to ask CC to officially direct staff, continued to 7/15. Generated significant public concern about landslide risks (Planning Commission Meeting June 26, 2025, County Commission Meeting July 1, 2025)
10	Public Notice TA	Directed by CC 6/3/2025	
11	Planning Commission TA	Directed by CC 7/1/2025	Add alternate planning commissioners and make the chair a voting member - Asssigned to Kate
12	Sign Code TA	Applicant Request 6/30/25	Allowing for Highway Signage for Businesses

Morgan County Ordinance 25-05
Providing for the Control of Noxious Weeds within the County

Whereas, Utah Code § 4-17-105 authorizes counties to appoint a County Weed Board; and

Whereas, Utah Code § 4-17-108 authorizes counties to appoint a County Weed Control Supervisor; and

Whereas, the Utah Noxious Weed Act defines the powers, duties, and responsibilities of a County Weed Board and County Weed Supervisor; and

Whereas, the Utah State Department of Agriculture keeps a list of noxious weeds to be suppressed and eradicated; and

Whereas, the Commission finds that suppression of noxious weeds is in the best interests of the people of Morgan County and that having a Weed Control Board and Weed Control Supervisor is necessary to do so.

Therefore, the County Legislative Body of Morgan County, Utah ordains as follows:

Section 1. Definitions.

"Noxious weed" means a plant listed by the Utah Department of Agriculture on the State of Utah Noxious Weed List. Noxious weed also includes any plant declared by the Morgan County Board of Commissioners to be a county noxious weed within Morgan County.

Section 2. County Weed Control Board.

The County Weed Control Board is hereby created. The County Weed Board shall consist of between three and five members appointed by the Morgan County Board of Commissioners as provided by Utah Code § 4-17-105.

The Morgan County Weed Control Board shall be organized as follows:

A. The chair of the county legislative body shall appoint one member of the county legislative body who shall act as a coordinator between the county and the county weed control board. [4-17-105(2)(a)]
B. Three members of the board shall be farmers or ranchers whose source of income is derived from production agriculture. [4-17-105(3)]

C. A representative from the Morgan County Conservation District; Recommended by quorum vote of the Conservation District and affirmed by the County Board of Commissioners.
D. The County's appointed Weed Control Supervisor [NON-VOTING]

The County Weed Control Board has all the powers and duties provided under the Utah Noxious Weed Act. The County Weed Control Board shall:

A. Act as an advisory board to the County Board of Commissioners to formulate and implement a county-wide coordinated noxious weed control program designed to prevent and control noxious weeds within Morgan County.
B. Direct the efforts of the County Weed Control Supervisor.
C. Cooperate with neighboring county weed control boards to prevent and control the spread of noxious weeds.
D. Publish before May 1 of each year a general notice of the primary noxious weeds present in the County as required by law. See Utah Code § 4-17-109.

Section 3. County Weed Control Supervisor.

The office of the County Weed Control Supervisor is hereby created consistent with state law which consists of a person, or persons appointed to said office by the Board of County Commissioners of Morgan County, State of Utah.

The County Weed Control Supervisor shall have all the duties and powers provided by the Utah Noxious Weed Act, Utah Code § 4-17-101 et seq. The County Weed Control Supervisor shall, under the direction of the County Weed Control Board:

A. Examine all the land in Morgan County to find areas with noxious weeds and compile data on infested areas.
B. Be a resource to landowners and the County Weed Control Board on the best and most practical method to control and prevent noxious weeds.
C. Aid landowners as appropriate and investigate violations of this ordinance.
D. If a violation exists, work with the Morgan County code compliance officer to enforce noxious weed controls within the county. Due to the restricted chemicals and various State required licenses, at no time shall the County Weed Control Supervisor abate the nuisance unless the nuisance is within the county right of way. Any abatement outside of the county right of way shall be hired out to a qualified and licensed contractor.

Section 4. Noxious weeds are declared a nuisance.

If the County code compliance officer determines that a particular property requires prompt and definite attention to prevent or control noxious weeds, the County code compliance officer shall serve the owner or person in possession of the property a notice as required by Morgan County Code.

One notice shall be sufficient on any lot or parcel of property for the entire season of weed growth during that year.

Prescribed methods of prevention may include definite systems of tillage, cropping, use of chemicals, or use of livestock.

An owner or person in possession of property who fails to take action to control or prevent the spread of noxious weeds as specified in the notice within the time specified in the notice is automatically declared to be maintaining a nuisance.

Section 5. Owner is responsible for costs to abate nuisance.

If the owner or person in possession of the property fails to act as specified in the notice within the time set in the notice to do so, then the county may:

A. WITH WRITTEN PERMISSION, hire a qualified and licensed contractor to enter the property and perform any work necessary, consistent with sound weed prevention and control practices, to control the noxious weeds.
    a. If the County Weed Control Board seeks reimbursement for abating a nuisance, the County Weed Supervisor shall prepare an itemized statement of all expenses incurred in abating the nuisance and shall mail a copy thereof to the property owner of record or person in possession of the premises within thirty (30) days from when the weed control took place.
    b. Said Notice shall be deemed delivered when mailed by registered mail addressed to the person's last known address.
    c. The property owner of record or person in possession of property shall reimburse the County's expenses within ninety (90) days after receipt of the demand for payment.
    d. If the demand for payment is not paid within ninety (90) days after receipt, the charge becomes a lien against the property and is collectible by the county treasurer at the time the general property taxes are collected.

B. The County Weed Control Board may impose a fine of $25 (twenty-five dollars) per acre. Acre(s) shall be calculated on presence and density of identified noxious weeds.
    a. If a fine is imposed under this subsection, the County Weed Supervisor

shall prepare an itemized statement of the fine(s) incurred and shall mail a copy thereof to the property owner of record or person in possession of the premises within thirty (30) days from when the fine was approved by the Weed Control Board.

b. Said Notice shall be deemed delivered when mailed by registered mail addressed to the person's last known address.
c. The property owner of record or person in possession of property shall remit the fined amount in full within ninety (90) days after receipt of the demand for payment.
d. If the demand for payment is not paid within ninety (90) days after receipt, the charge becomes a lien against the property and is collectible by the county treasurer at the time the general property taxes are collected.

Section 6. Request for Hearing.

Any person served with notice to control noxious weeds may request a hearing to appeal the terms of the notice before the County Weed Control Board within ten (10) days of receipt of such notice and may appeal the decision of the County Weed Control Board to the Morgan County Board of Commissioners.

After hearings before the County Weed Control Board and the Morgan County Board of Commissioners, the decision may be appealed to a court of competent jurisdiction.

The Morgan County Board of Commissioners upon recommendation of the County Weed Control Board may waive costs and fines for abating a nuisance if it is established that the property owner has a hardship exemption.

Section 7. Emergency.

Nothing contained in this ordinance shall be construed as limiting the power of the County to act in an emergency when authorized by law.

Section 8. Penalty.

Any property owner or person in possession of property who willfully fails to comply with a notice issued under section 4 is maintaining a public nuisance. Every person who maintains or commits any public nuisance or who willfully omits to perform any legal duty relating to the removal of a public nuisance is guilty of a class-C misdemeanor.

[end ordinance]

The originating Morgan County Weed Control Board members are appointed as stated below. All changes to the board members going forward shall be made by County Resolution.

A. **Commissioner Vaughn Nickerson:** member of the county legislative body who shall act as a coordinator between the county and the county weed control board. [4-17-105(2)(a)]

B. **Lewis 'Smokey' Dillree**, **Les Adams, & Brad Bowman:** Three members of the board shall be farmers or ranchers whose primary source of income is derived from production agriculture. [4-17-105(3)]

C. **Kevin Thurston:** A representative from the Morgan County Conservation District; Recommended by quorum vote of the Conservation District and affirmed by the County Board of Commissioners.

D. **Joel MacArthur:** The County's appointed Weed Control Supervisor [non-voting.]

PASSED AND ADOPTED this 5th day of August 2025.

MORGAN COUNTY COMMISSION

_____

Matthew Wilson, Commission Chair

ATTEST:

_____

Leslie A. Hyde, County Clerk/Auditor

APPROVED AS TO FORM:

_____

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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

Kate Becker

From: Garrett Smith
Sent: Wednesday, July 16, 2025 10:28 AM
To: Blaine Fackrell; Matt Wilson; Mike Newton; Raelene Blocker; Vaughn Nickerson
Cc: Kate Becker
Subject: FW: To fence or not to fence?

Commission,

I wish I would have remembered this during our meeting last night. Here are relevant portions of our code that Janet pulled together on fencing a few months back. Let me know if there are any follow up questions. 155.425 looks like the one that Blaine brought up that I did not remember. If it would be helpful, maybe we could add this to the August agenda to correct/clarify any statements that were made last night?

Warm regards,

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

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From: Janet Christoffersen <jchristoffersen@morgancountyutah.gov>
Sent: Tuesday, July 15, 2025 8:57 PM
To: Garrett Smith <gsmith@morgancountyutah.gov>
Subject: Fw: To fence or not to fence?

Get Outlook for iOS

From: Janet Christoffersen
Sent: Thursday, April 17, 2025 4:27:09 PM
To: Garrett Smith <gsmith@morgancountyutah.gov>
Subject: To fence or not to fence?

I pulled all our county ordinances and state statutes regarding fencing in and out. So, it looks like people need to fence in their animals in Morgan County or they are liable for damages. This is backed up by state law. Now, as far as liability for hitting a prize bull on the highway, it's the same as MT. If the bull is on open range, it's presumed to be driver's fault. If not open range, livestock owner needs to fence in his animals….although it's not a presumption of liability if their prize bull gets out. 😉

Morgan Ordinances:

§ 92.020 CONTROL OF ANIMAL.

(A) It shall be unlawful for any owner, possessor or person who keeps any animal to permit the same to run at large.

(B) An animal shall be deemed to be running "at large" when it is off the owner's property and not under immediate control by means of a durable restraint device, capable of keeping the animal restrained or strictly controlled by a herder; or animal on the property of the owner and not securely confined by a leash, building, fenced area or appropriate transport device or strictly controlled by a herder.

(Prior Code, § 5-5-4) (Ord. 11-13, passed 10-18-2011) Penalty, see § 92.999

§ 92.025 DAMAGING PROPERTY.

It shall be unlawful for any owner, possessor or person who keeps any animal, as defined in § 92.002 of this code, to permit such animal, whether or not running at large, to destroy, damage or injure any real or personal property including, but not limited to, shrubbery, plants, flowers, grass, lawn, fence or anything whatsoever upon any public premises or upon any private premises owned or occupied by a person other than the owner, possessor or keeper of such animal, and the same is hereby declared to be a public nuisance and prohibited.

(Prior Code, § 5-5-4) (Ord. 11-13, passed 10-18-2011) Penalty, see § 92.999

§ 155.354 FARM ANIMALS.

(A) Family food production animals.

(1) Generally. Family food production animals are allowed on all lots within the county. The number and type of animals and fowl allowed in the county shall be limited as in division (A)(2) below.

(2) Animals allowed. Not more than any of the following are allowed: two sheep or goats; or 25 pheasants, or chickens, or rabbits, or pigeons; or ten geese or ducks. Animals and fowl not specifically listed may be substituted for those listed of similar size as determined by the Zoning Administrator.

(3) 4-H or livestock program. There shall be a limit of one per child for lambs or kids (baby goats) that are raised for the purpose of 4-H or similar agricultural programs.

(4) Setbacks. Setbacks from property lines and residential structures:

(a) Buildings for housing or care of animals may be located no closer than ten feet to any side or rear lot line, 30 feet to any public street; and

(b) All pens, sheds, barns, coops, and stables housing animals and fowl shall be located not less than 50 feet from a public street. These provisions shall not apply to pastures.

(5) Odor, dust, noise, or drainage. Applicant shall show that odor, dust, noise, or drainage will be so controlled as to not constitute a nuisance or hazard to adjoining property or uses.

(6) Enclosures. Farm animals must be kept within an enclosed area or structure sufficient to contain the animals on site.

(7) Roosters. Roosters are not permitted.

(8) Nuisances. The county animal ordinance shall govern animal nuisances (Chapter 92).

(B) Nuisances. Animal locations, structures, pens, corrals, and any other premises or structure used for the keeping of horses, cows, sheep, goats, rabbits, chickens, doves, and pigeons or any other animals must be kept in clean and sanitary conditions, free from obnoxious odors and substances. All animals shall be kept confined. Animals or fowl cannot create a disturbance to the residents in the particular locality by creating any noise, odor, or damage to the adjacent property. Property owners found in violation to this section shall be subject to § 155.999.

(Ord. 23-04, passed 4-18-2023) Penalty, see § 155.999

§ 155.292 YARD REGULATIONS.

D) Fence regulations. All recreational dwelling units shall be required to fence out livestock.

§ 155.425 SUBDIVISION LAYOUT AND FENCING REQUIREMENTS.

(A) The subdivision layout shall conform to the county's standards and ordinances as outlined in this section and all other sections in this chapter.

(B) Livestock fencing: New, nonagricultural development immediately adjacent to an existing agricultural area shall not be approved unless the developer and/or subsequent owners of property within the development install an agricultural fence along the property line between the two properties and assume the responsibility for all costs, including labor, materials and perpetual maintenance. All nonagricultural development that borders agriculture areas shall be subject to the following fencing requirements:

(1) The developer shall be required to pay for all of the cost, including labor and materials for a fence if the fence is or becomes a partition fence separating the development area from an adjoining agricultural area;

(2) Notwithstanding the above fencing requirement, the developer may, at his or her own discretion, cost and expense, construct a perimeter fence to enclose the development;

(3) In development areas that include wildlife migration corridors or critical wildlife habitat, as determined by the state's Division of Wildlife Resources (DWR), wildlife friendly fencing may be considered;

(4) The fence shall be installed prior to any subdivision construction within the development;

(5) This code shall apply to all developments approved after January 1, 2020; and

(6) If the adjoining property ceases to operate an agricultural area the fencing and maintenance requirements shall not be required.

State laws:

4-25-205. Owner liable for trespass of animals — Exception — Intervention by county representative.

(1) The owner of any cattle, horse, ass, mule, sheep, goat, or swine that trespasses upon the premises of another person, except in cases where the premises are not enclosed by a lawful fence in a county or municipality that has adopted a fence ordinance, is liable in a civil action to the owner or occupant of the premises for any damage inflicted by the trespass.

(2) A county representative may intervene to remove the animal and the county is entitled to fair compensation for costs incurred. If the animal is not claimed within 10 days after written notification is sent to the animal's owner, a county representative may sell the animal to cover costs incurred.

(3) Notwithstanding Subsections (1) and (2), the owner of any cattle, horse, ass, mule, sheep, goat, or swine that trespasses upon the premises of another person is not liable in a civil action to the owner or occupant of the premises for damage inflicted by the trespass if:

(a) the animal enters the premises from an historic livestock trail, as defined in Section 57-13b-102; and

(b) the premises that was trespassed is not enclosed by an adequate fence at the time the trespass occurs.

4-26-101

1) This chapter is known as "Enclosures and Fences."

(2) A person who willfully throws down a fence or opens bars or gates into any enclosure other than the person's own enclosure or into any enclosure jointly owned or occupied by such person and others, and leaves the enclosure open:

(a) is guilty of a class C misdemeanor; and

(b) is liable in damage for any injury sustained by any person as a result of such an act.

Open Range Statute!

41-6a-407. Livestock on highway — Restrictions — Collision, action for damages. [Effective May 7, 2025]

(1) As used in this section, "open range" means the same as that term is defined in Section 4-24-102.

(2)

(a) A person who owns or is in possession or control of any livestock may not willfully or negligently permit any of the livestock to stray or remain unaccompanied on a highway, if both sides of the highway are separated from adjoining property by a fence, wall, hedge, sidewalk, curb, lawn, or building.

(b) Subsection (2)(a) does not apply to open range livestock drifting onto any highway moving to or from their accustomed ranges.

(3)
(a) A person may not drive any livestock upon, over, or across any highway during the period from half an hour after sunset to half an hour before sunrise.
(b) Subsection (3)(a) does not apply if the person has a sufficient number of herders with warning lights on continual duty to open the road to permit the passage of vehicles.
(4) A violation of Subsection (2) or (3) is an infraction.
(5) In any civil action brought for damages caused by collision with any domestic animal or livestock on a highway, there is no presumption that the collision was due to negligence on behalf of the owner or the person in possession of the domestic animal or livestock.
(6) In any civil action brought for damages caused by a collision with open range livestock on a highway, where open range livestock drift onto any highway to or from the open range livestock's accustomed range, there is a rebuttable presumption that the collision was due to the negligence of the driver.
(7) In an action described in Subsection (6), damages for livestock are limited to the replacement cost of the livestock.

Utah Code Ann. § 41-6a-407

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

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Period	Date	Journal	Reference	Description	Amount
05/07	05/09/2007	CR	5010363.0001	Food Bank Donation - Morgan High School	(500.00)
05/07	05/24/2007	CR	5010457.0001	Food Pantry - State of Utah	(1,009.01)
05/07	05/24/2007	CR	5010457.0002	Food Pantry - State of Utah	(9.22)
06/07	06/05/2007	CR	5010518.0001	Food Pantry - State of Utah	(403.72)
10/07	10/10/2007	CR	5011209.0001	Food Pantry - Wal-Mart Stores Inc	(875.00)
11/07	11/15/2007	CR	5011433.0001	Donation food bank - Barber Brothers Aut	(1,400.00)
11/07	11/27/2007	CR	5011519.0001	Food Bank Donation - State of Utah	(59.68)
12/07	11/28/2007	AP	133.0001	Whitaker, Jan 24038	120.00
12/07	12/12/2007	AP	298.0001	Morgan Jubilee 3127	73.53
12/07	12/12/2007	AP	299.0001	Morgan Jubilee 3127	1,100.00
12/07	12/12/2007	AP	353.0001	Whitaker, Jan 24038	400.00
12/07	12/12/2007	AP	354.0001	Whitaker, Jan 24038	48.73
12/07	12/31/2007	AP	492.0001	Morgan City Corp 356	1,250.00
12/07	12/31/2007	AP	500.0001	Questar Gas 1205	500.00
12/07	12/31/2007	AP	504.0001	Dee's Tires 1669	73.94
12/07	12/31/2007	AP	518.0001	Morgan Jubilee 3127	75.48
12/07	12/31/2007	AP	521.0001	Morgan Jubilee 3127	149.60
12/07	12/31/2007	AP	522.0001	Morgan Jubilee 3127	108.00
12/07	12/31/2007	AP	523.0001	Morgan Jubilee 3127	54.29
12/07	12/31/2007	AP	524.0001	Morgan Jubilee 3127	320.15
12/07	12/31/2007	AP	525.0001	Morgan Jubilee 3127	348.31
12/07	12/31/2007	AP	542.0001	Nebco Mini Mart 13383	3,150.00
12/07	12/31/2007	AP	562.0001	Whitaker, Jan 24038	510.71
12/07	12/31/2007	AP	563.0001	Whitaker, Jan 24038	202.12
12/07	12/31/2007	AP	564.0001	Whitaker, Jan 24038	36.49
12/07	12/31/2007	AP	588.0001	Rocky Mountain Power 25097	300.00
12/07	12/31/2007	AP	650.0001	Morgan City Corp 356	158.60
12/07	12/31/2007	AP	678.0001	Questar Gas 1205	150.00
12/07	12/31/2007	AP	683.0001	Morgan County 1666	150.80
12/07	12/31/2007	AP	684.0001	Morgan County 1666	61.27
12/07	12/31/2007	AP	721.0001	Nebco Mini Mart 13383	110.00
12/07	12/31/2007	AP	783.0001	Rocky Mountain Power 25097	250.00
12/07	12/05/2007	CR	5011567.0001	Steplen ODA Donation Food Bank - Communi	(50.00)
12/07	12/05/2007	CR	5011568.0001	Mtn Grn Open House J Chrisensen Donation	(620.32)
12/07	12/12/2007	CR	5011637.0001	Other - Enter Account - MC Food Pantry	(733.00)
12/07	12/17/2007	CR	5011685.0001	Donation for Christmas - Brentwood Prope	(5,000.00)
12/07	12/21/2007	CR	5011771.0001	Food Bank Donation - Morgan Middle Schoo	(2,617.52)
12/07	12/21/2007	CR	5011772.0001	Food Bank Donation - Neighborhoog Sleigh	(1,407.00)
12/07	12/21/2007	CR	5011773.0001	Food Bank Donation - Prairie Pipe Line	(1,000.00)
00/08	01/01/2008	OBACT	75.0001	Opening balance created 03/19/08 11:31a	(5,982.45)
01/08	01/09/2008	CR	5011956.0001	Food Bank Reinbursement - State of Utah	(814.34)
04/08	03/26/2008	AP	16.0001	Morgan Jubilee 3127	7.87
04/08	04/17/2008	CR	5012523.0001	Reimbursement Food Pantry - State of Uta	(285.52)
08/08	08/04/2008	CR	5013095.0001	Food Pantry - Community Services/United	(177.76)
09/08	09/10/2008	AP	176.0001	Morgan Jubilee 3127	41.90
09/08	09/30/2008	JE	7.0001	Transfer Food Bank Tax to Food Bank	(1,401.71)
11/08	11/05/2008	AP	114.0001	Morgan Jubilee 3127	29.00
11/08	11/18/2008	CR	5013594.0001	Food Pantry - State of Utah	(765.60)
12/08	12/30/2008	AP	340.0001	Morgan Jubilee 3127	248.43
12/08	12/30/2008	AP	341.0001	Morgan Jubilee 3127	68.04
12/08	12/04/2008	CR	5013681.0001	Donations - Community Services	(520.00)
12/08	12/23/2008	CR	5013837.0001	Donations - Community Services	(391.50)

Transaction type: Actual

Period	Date	Journal	Reference	Description	Amount
12/08	12/24/2008	CR	5013842.0001	Cash Donations for Food Pantry - Joe Nel	(60.00)
12/08	12/30/2008	CR	5013848.0001	Donation to Food Bank - George Francis	(20.00)
12/08	12/30/2008	CR	5013856.0001	Donations - Community Services	(400.00)
12/08	12/30/2008	CR	5013861.0001	Donations - Hunanitian Hayride Esquire D	(751.00)
00/09	01/01/2009	OBACT	75.0001	Opening balance created 04/01/09 01:08p	(11,174.64)
05/09	05/05/2009	CR	5014476.0001	Donation to Morgan Food Bank - Morgan Mi	(128.14)
12/09	12/29/2009	AP	357.0001	Morgan Jubilee 3127	102.02
12/09	01/13/2010	AP	515.0001	Morgan Jubilee 3127	11.54
12/09	12/29/2009	CR	5015437.0001	Food Pantry - M C Food Pantry	(463.15)
00/10	01/01/2010	OBACT	72.0001	Opening balance created 03/08/10 12:51p	(11,652.37)
02/10	02/08/2010	AP	28.0001	Morgan Jubilee 3127	45.08
03/10	03/16/2010	CR	5015939.0001	Food Pantry Donation - Morgan Valley Chr	(316.00)
04/10	04/19/2010	AP	372.0001	Morgan Jubilee 3127	20.70
11/10	11/23/2010	CR	5017099.0001	Food Pantry Donation - Linda Smith	(50.00)
11/10	11/23/2010	CR	5017100.0001	Food Pantry Donation - Nedra G Tucker	(25.00)
11/10	11/23/2010	CR	5017107.0001	Food Pantry Donation - George Francis	(200.00)
12/10	12/09/2010	CR	5017172.0001	Donation Food Bank - Gene Ercanbrack	(100.00)
12/10	12/28/2010	CR	5017325.0002	Community Service Tracy Kummer - Communi	(50.00)
00/11	01/01/2011	OBACT	82.0001	Opening balance created 02/22/11 09:29a	(12,327.59)
02/11	02/07/2011	CR	5017622.0001	Food Pantry - United Way of Northern Uta	(44.80)
02/11	02/23/2011	CR	5017695.0001	Donation - Utah Food Bank	(50.00)
04/11	04/14/2011	CR	5017930.0001	Food Pantry cash received - Boy Scouts	(50.00)
11/11	11/23/2011	CR	5019102.0001	Donation to Food Bank - Linda Smith	(50.00)
12/11	12/31/2011	AP	481.0001	Ridley's 26496	154.38
12/11	12/08/2011	CR	5019165.0001	Donations - M C Food Pantry	(500.00)
12/11	12/15/2011	CR	5019235.0001	Sub for Santa - Trappers Point HOA	(630.00)
12/11	12/15/2011	CR	5019236.0001	Sub for Santa - Misc Christmas Boses aro	(387.62)
12/11	12/27/2011	CR	5019328.0001	Wal-Mart Donation - Family Connection Ce	(1,000.00)
00/12	01/01/2012	OBACT	91.0001	Opening balance created 02/14/12 12:25p	(14,885.63)
12/12	12/18/2012	AP	461.0001	Ridley's	621.92
00/13	01/01/2013	OBACT	87.0001	Opening balance created 3/11/2013 2:16:54 PM	(14,263.71)
12/13	11/18/2013	AP	498.0001	Ridley's	210.43
12/13	12/17/2013	AP	524.0001	Ridley's	505.62
12/13	12/04/2013	CR	2003686.0001	FOOD PANTRY - MORGAN MIDDLE SCHOOL	(2,256.86)
12/13	12/10/2013	CR	2003736.0001	OLD TOWN XMAS - MC TREASURER	(165.00)
12/13	12/19/2013	CR	2003819.0001	DONATION - MC FOOD PANTRY	(306.00)
12/13	12/24/2013	CR	2003834.0001	FOOD PANTRY - MC FOOD BANK	(78.00)
12/13	12/29/2013	CR	2003902.0001	FOOD PANTRY DONATIONS - MC TREASURER	(54.11)
00/14	01/01/2014	OBACT	73.0001	Opening balance created 3/12/2014 12:13:43 PM	(16,407.63)
09/14	09/08/2014	AP	117.0001	Miller, Julie	58.66
11/14	09/11/2014	AP	267.0001	Ridley's	29.53
12/14	11/17/2014	AP	421.0001	First Bankcard	30.12
12/14	11/17/2014	AP	422.0001	First Bankcard	36.80
12/14	11/17/2014	AP	423.0001	First Bankcard	47.37
12/14	11/17/2014	AP	425.0001	First Bankcard	68.01
12/14	11/18/2014	AP	341.0001	Ridley's	168.03
12/14	11/18/2014	AP	342.0001	Ridley's	192.71
12/14	11/19/2014	AP	343.0001	Ridley's	24.68
12/14	12/10/2014	AP	450.0001	First Bankcard	100.00
12/14	12/03/2014	CR	2005630.0001	FOOD PANTRY DONATION - CINDY CARTER	(818.05)
12/14	12/22/2014	CR	2005786.0001	DONATION - COTTONWOOD CREEK WARD	(190.00)
00/15	01/01/2015	OBACT	72.0001	Opening balance created 3/4/2015 12:53:43 PM	(16,659.77)

Period	Date	Journal	Reference	Description	Amount
01/15	01/06/2015	CR	2005910.0001	DONATION TO FOOD BANK - VFW POST 6154	(1,200.00)
01/15	01/21/2015	CR	2006007.0001	DONATION - INTEGRATED COUNSELING	(60.00)
02/15	12/15/2014	AP	130.0001	Ridley's	61.16
02/15	12/20/2014	AP	110.0001	First Bankcard	127.66
02/15	12/20/2014	AP	131.0001	Ridley's	29.94
02/15	12/22/2014	AP	132.0001	Ridley's	42.53
02/15	12/23/2014	AP	133.0001	Ridley's	132.48
03/15	03/05/2015	CR	2006237.0001	ANNOYMOUS DONATION - MC TREASURER	(50.00)
04/15	01/15/2015	AP	239.0001	South Morgan Ditch Co	100.00
04/15	04/07/2015	AP	110.0001	Miller, Julie	41.24
04/15	04/01/2015	CR	2006373.0001	SCOUTING FOR FOOD - MC TREASURER	(10.00)
05/15	05/21/2015	CR	1000091.0001	DONATION - MC FOOD PANTRY	(30.00)
09/15	08/19/2015	AP	111.0001	Ridley's	33.77
10/15	10/15/2015	AP	435.0001	Hopkin Appartments	200.00
11/15	10/26/2015	AP	83.0001	Ridley's	14.94
12/15	11/18/2015	AP	438.0001	Ridley's	751.47
12/15	11/23/2015	AP	439.0001	Ridley's	125.98
12/15	11/23/2015	AP	524.0001	First Bankcard	9.49
12/15	12/17/2015	AP	332.0001	Miller, Julie	5.83
12/15	12/18/2015	AP	733.0001	Ridley's	1,378.62
12/15	12/23/2015	AP	659.0001	Miller, Julie	158.75
12/15	12/10/2015	CR	2007371.0001	DONATION - D L MUNSEE	(200.00)
00/16	01/01/2016	OBACT	75.0001	Opening balance created 4/4/2016 2:01:05 PM	(14,995.91)
01/16	01/07/2016	CR	2007637.0001	DONATION FOOD PANTRY - DEBORAH CARTER	(50.00)
02/16	12/19/2015	AP	70.0001	First Bankcard	3.43
04/16	04/04/2016	AP	137.0001	Miller, Julie	23.65
05/16	05/09/2016	AP	103.0001	First Bankcard	10.96
08/16	08/10/2016	AP	305.0001	Miller, Julie	69.81
08/16	08/29/2016	CR	3001037.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD BANK	(410.00)
08/16	08/29/2016	CR	3001044.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD BANK	(150.00)
09/16	09/19/2016	CR	3001155.0001	MC FOOD PANTRY- 5K RUN DONATIONS - MORGAN COUNTY FOOD B	(1,015.00)
09/16	09/27/2016	CR	3001190.0001	MC FOOD PANTRY - MC FOOD PANTRY	(128.00)
10/16	09/09/2016	AP	189.0001	Karen's Kreations	400.00
10/16	10/11/2016	AP	240.0001	Miller, Julie	231.48
11/16	10/26/2016	AP	88.0001	Morgan City Corp	289.38
11/16	11/23/2016	AP	536.0001	Bingham Apartments	500.00
11/16	11/10/2016	CR	3001451.0001	DONATION - MORGAN TYKONIS	(108.00)
11/16	11/10/2016	CR	3001462.0001	MC FOOD PANTRY - MORGAN TYKONIS	(20.00)
12/16	11/16/2016	AP	81.0001	Ridley's	178.04
12/16	11/23/2016	AP	159.0001	Ridley's	1,161.69
12/16	12/15/2016	AP	499.0001	Dale Winterton Towing	60.00
12/16	12/21/2016	AP	447.0001	Ridley's	1,260.29
12/16	12/21/2016	AP	461.0001	Miller, Julie	21.10
12/16	12/21/2016	AP	462.0001	Miller, Julie	332.32
12/16	12/22/2016	AP	489.0001	Fackrell, Delora	262.76
12/16	12/23/2016	AP	490.0001	Fackrell, Delora	209.58
12/16	12/23/2016	AP	491.0001	Fackrell, Delora	170.23
12/16	12/23/2016	AP	492.0001	Fackrell, Delora	491.54
12/16	12/23/2016	AP	493.0001	Fackrell, Delora	290.72
12/16	12/23/2016	AP	494.0001	Fackrell, Delora	139.00
12/16	12/23/2016	AP	495.0001	Fackrell, Delora	123.91
12/16	12/23/2016	AP	496.0001	Fackrell, Delora	851.38

Period	Date	Journal	Reference	Description	Amount
12/16	12/01/2016	CR	3001575.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD PANTRY	(245.00)
12/16	12/19/2016	CR	3001704.0001	MC FOOD PANTRY-DRILL TEAM - MORGAN HIGH SCHOOL	(250.00)
00/17	01/01/2017	OBACT	76.0001	Opening balance created 2/1/2017 9:08:12 AM	(10,290.64)
08/17	08/07/2017	AP	344.0001	Miller, Julie	21.17
08/17	08/30/2017	CR	3003392.0002	ANONYMOUS DONATION W/ FOOD - MC TREASURER	(15.00)
09/17	09/13/2017	AP	258.0001	Miller, Julie	53.41
09/17	09/13/2017	AP	263.0001	Winterton Automotive	50.00
11/17	11/21/2017	AP	283.0001	Turner, Austin	933.40
11/17	11/27/2017	AP	291.0001	Miller, Julie	90.45
11/17	11/13/2017	CR	4000232.0001	SUB FOR SANTA - MORGAN COUNTY SUB FOR SANTA	(250.00)
12/17	12/06/2017	AP	174.0001	Miller, Julie	4.66
12/17	12/06/2017	AP	184.0001	Carney, Sadee	107.29
12/17	12/31/2017	AP	548.0001	Miller, Julie	548.48
12/17	12/31/2017	AP	581.0001	Bankcard Center 2428	43.63
12/17	12/31/2017	AP	582.0001	Bankcard Center 2428	35.89
12/17	12/31/2017	AP	583.0001	Bankcard Center 2428	394.74
12/17	12/31/2017	AP	584.0001	Bankcard Center 2428	105.92
12/17	12/31/2017	AP	585.0001	Bankcard Center 2428	237.62
12/17	12/31/2017	AP	586.0001	Bankcard Center 2428	83.21
12/17	12/31/2017	AP	587.0001	Bankcard Center 2428	56.92
12/17	12/31/2017	AP	588.0001	Bankcard Center 2428	79.75
12/17	12/31/2017	AP	589.0001	Bankcard Center 2428	221.67
12/17	12/31/2017	AP	590.0001	Bankcard Center 2428	197.90
12/17	12/31/2017	AP	591.0001	Bankcard Center 2428	291.81
12/17	12/31/2017	AP	592.0001	Bankcard Center 2428	329.80
12/17	12/31/2017	AP	593.0001	Bankcard Center 2428	514.84
12/17	12/31/2017	AP	594.0001	Bankcard Center 2428	325.11
12/17	12/31/2017	AP	595.0001	Bankcard Center 2428	38.58
12/17	12/31/2017	AP	596.0001	Bankcard Center 2428	153.39
12/17	12/31/2017	AP	597.0001	Bankcard Center 2428	155.84
12/17	12/31/2017	AP	598.0001	Bankcard Center 2428	49.99
12/17	12/31/2017	AP	599.0001	Bankcard Center 2428	571.56
12/17	12/31/2017	AP	600.0001	Bankcard Center 2428	244.84
12/17	12/31/2017	AP	601.0001	Bankcard Center 2428	147.92
12/17	12/31/2017	AP	602.0001	Bankcard Center 2428	92.91
12/17	12/31/2017	AP	603.0001	Bankcard Center 2428	278.83
12/17	12/31/2017	AP	604.0001	Bankcard Center 2428	214.87
12/17	12/31/2017	AP	605.0001	Bankcard Center 2428	155.55
12/17	12/31/2017	AP	606.0001	Bankcard Center 2428	90.94
12/17	12/31/2017	AP	607.0001	Bankcard Center 2428	362.95
12/17	12/31/2017	AP	608.0001	Bankcard Center 2428	241.70
12/17	12/31/2017	AP	609.0001	Bankcard Center 2428	1,651.23
12/17	12/04/2017	CR	4000312.0001	SUB FOR SANTA BUCKET FOR FOOD PANTRY - MORGAN COUNTY FO	(250.50)
12/17	12/04/2017	CR	4000318.0001	DONATIONS TO FOOD PANTRY - PERRY & ANNE CLARK	(50.00)
12/17	12/14/2017	CR	4000401.0001	FESTIVAL OF TREES DONATION - WORK MORGAN AREA CHAMBER O	(2,310.00)
12/17	12/20/2017	CR	4000428.0001	DONATIONS FROM MOUNTAIN GREEN COMMUNITY - MORGAN COUN	(842.00)
12/17	12/21/2017	CR	4000445.0001	MC FOOD PANTRY - MORGAN CHAMBER	(300.00)
12/17	12/27/2017	CR	4000466.0001	SUB FOR SANTA - MORGAN COUNTY SUB FOR SANTA	(104.27)
12/17	12/27/2017	CR	4000467.0001	MC FOOD PANTRY - 1ST BANK	(350.00)
00/18	01/01/2018	OBACT	79.0001	Opening balance created 2/6/2018 8:32:42 AM	(5,583.64)
00/18	01/01/2018	OBACT	340.0001	Opening balance modified 1/29/2019 3:42:05 PM	5,583.64
00/18	01/01/2018	OBACT	531.0001	Opening balance modified 2/6/2019 5:08:29 PM	(5,583.64)

Period	Date	Journal	Reference	Description	Amount
00/18	01/01/2018	OBACT	737.0001	Opening balance modified 2/6/2019 5:08:41 PM	5,583.64
00/18	01/01/2018	OBACT	929.0001	Opening balance modified 2/7/2019 8:06:38 AM	(5,583.64)
00/18	01/01/2018	OBACT	1145.0001	Opening balance modified 2/12/2019 4:38:24 PM	5,583.64
00/18	01/01/2018	OBACT	1337.0001	Opening balance modified 2/12/2019 4:39:52 PM	(5,583.64)
01/18	01/29/2018	AP	184.0001	Bankcard Center 2428	27.02
01/18	01/29/2018	AP	185.0001	Bankcard Center 2428	451.13
01/18	01/29/2018	AP	186.0001	Bankcard Center 2428	31.36
03/18	02/01/2018	AP	1.0001	Morgan City Corp	370.21
03/18	02/06/2018	AP	213.0001	Morgan True Value	3.99
03/18	02/18/2018	AP	132.0001	Miller, Julie	21.91
03/18	03/06/2018	AP	218.0001	Morgan True Value	7.99
03/18	03/20/2018	CR	4001006.0001	MC FOOD PANTRY - FOOD BANK	(160.00)
04/18	03/27/2018	AP	121.0001	Lakeview Dental Syracuse	500.00
04/18	04/02/2018	AP	92.0001	Bankcard Center 2428	428.39
06/18	05/22/2018	AP	231.0001	Miller, Julie	3.70
08/18	08/22/2018	CR	4001994.0001	MC FOOD PANTRY - COURTNEY WALLIN	(125.00)
09/18	08/30/2018	AP	10.0001	Bingham's Custom Meats	536.50
09/18	09/01/2018	AP	76.0001	Lakeview Dental Syracuse	500.00
09/18	09/17/2018	CR	4002152.0001	MC FOOD PANTRY - MORGAN FOOD PANTRY	(500.00)
10/18	10/15/2018	CR	4002305.0001	SUB FOR SANTA - MORGAN COUNTY SUB FOR SANTA	(50.00)
10/18	10/22/2018	CR	4002341.0001	SUB FOR SANTA - MORGAN COUNTY FOOD PANTRY	(60.00)
10/18	10/29/2018	CR	4002377.0001	SUB FOR SANTA - MORGAN COUNTY SUB FOR SANTA	(71.00)
10/18	10/31/2018	CR	4002391.0001	MC FOOD PANTRY - MORGAN FIRST BANK	(500.00)
11/18	11/13/2018	AP	165.0001	Lakeview Dental Syracuse	399.00
11/18	11/20/2018	AP	215.0001	Miller, Julie	145.68
11/18	11/20/2018	CR	4002477.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD PANTRY	(100.00)
11/18	11/27/2018	CR	4002517.0001	SUB FOR SANTA - MORGAN COUNTY FOOD BANK	(52.00)
11/18	11/29/2018	CR	4002536.0001	MC FOOD PANTRY - LISA JO CLARK	(200.00)
12/18	12/14/2018	AP	470.0001	Miller, Julie	242.17
12/18	12/31/2018	AP	556.0001	Bankcard Center	720.73
12/18	12/31/2018	AP	557.0001	Bankcard Center	96.15
12/18	12/31/2018	AP	558.0001	Bankcard Center	71.62
12/18	12/31/2018	AP	559.0001	Bankcard Center	85.90
12/18	12/31/2018	AP	560.0001	Bankcard Center	411.03
12/18	12/31/2018	AP	561.0001	Bankcard Center	222.50
12/18	12/31/2018	AP	562.0001	Bankcard Center	107.96
12/18	12/31/2018	AP	563.0001	Bankcard Center	146.93
12/18	12/31/2018	AP	564.0001	Bankcard Center	102.21
12/18	12/31/2018	AP	565.0001	Bankcard Center	106.71
12/18	12/31/2018	AP	566.0001	Bankcard Center	472.66
12/18	12/31/2018	AP	567.0001	Bankcard Center	203.60
12/18	12/31/2018	AP	568.0001	Bankcard Center	114.22
12/18	12/31/2018	AP	569.0001	Bankcard Center	117.21
12/18	12/31/2018	AP	570.0001	Bankcard Center	17.97
12/18	12/31/2018	AP	571.0001	Bankcard Center	224.06
12/18	12/31/2018	AP	572.0001	Bankcard Center	69.27
12/18	12/31/2018	AP	573.0001	Bankcard Center	68.87
12/18	12/31/2018	AP	574.0001	Bankcard Center	118.65
12/18	12/31/2018	AP	575.0001	Bankcard Center	133.85
12/18	12/31/2018	AP	576.0001	Bankcard Center	41.95
12/18	12/31/2018	AP	577.0001	Bankcard Center	214.92
12/18	12/31/2018	AP	578.0001	Bankcard Center	406.32

Period	Date	Journal	Reference	Description	Amount
12/18	12/31/2018	AP	579.0001	Bankcard Center	959.07
12/18	12/31/2018	AP	689.0001	Kelsey, SueAnn	589.64
12/18	12/03/2018	CR	4002558.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD BANK	(72.00)
12/18	12/10/2018	CR	4002591.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD BANK	(74.00)
12/18	12/13/2018	CR	4002623.0001	MC FOOD PANTRY - ANNETTE PRESCOTT	(50.00)
12/18	12/13/2018	CR	4002625.0001	MC FOOD PANTRY - RAUL KARJALAINEN	(50.00)
12/18	12/13/2018	CR	4002630.0001	SUB FOR SANTA - ANNE PORTER	(50.00)
12/18	12/18/2018	CR	4002662.0001	SUB FOR SANTA - MORGAN COUNTY	(840.00)
12/18	12/27/2018	CR	4002719.0001	FOOD BANK DONATION - KENT STEVENSON	(200.00)
14/18	12/31/2018	JE	166.0001	CFJ ENTRY TO AGREE TO AUDIT	(3.00)
00/19	01/01/2019	OBACT	85.0001	Opening balance created 2/13/2019 1:16:53 PM	755.41
00/19	01/01/2019	OBACT	304.0001	Opening balance modified 2/20/2019 2:56:30 PM	(755.41)
00/19	01/01/2019	OBACT	497.0001	Opening balance modified 2/20/2019 2:59:44 PM	755.41
00/19	01/01/2019	OBACT	744.0001	Opening balance modified 4/1/2020 10:09:00 AM	(3.00)
01/19	01/15/2019	CR	4002834.0001	MC FOOD PANTRY DONATION - V F W POST 6154	(1,000.00)
01/19	01/22/2019	CR	4002859.0001	MC FOOD PANTRY - MORGAN FOOD PANTRY	(30.00)
01/19	01/28/2019	CR	4002899.0001	MC FOOD PANTRY - FIRST BANK	(500.00)
01/19	01/31/2019	JE	1.0001	CFJ reverse 12/18 trust account JE's	3.00
02/19	02/11/2019	AP	105.0001	Rocky Mountain Power	175.41
02/19	02/11/2019	AP	140.0001	Bankcard Center	140.27
02/19	02/11/2019	AP	141.0001	Bankcard Center	52.19
02/19	02/11/2019	AP	142.0001	Bankcard Center	83.71
02/19	02/11/2019	AP	143.0001	Bankcard Center	34.97
02/19	02/11/2019	AP	144.0001	Bankcard Center	26.69
02/19	02/11/2019	AP	173.0001	Dominion Energy	143.45
03/19	03/27/2019	CR	4003300.0001	MC FOOD PANTRY - MORGAN ELEMENTARY	(261.61)
04/19	03/19/2019	AP	142.0001	Miller, Julie	4.24
11/19	11/18/2019	CR	4004715.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD BANK	(136.00)
11/19	11/19/2019	CR	4004726.0001	MC FOOD PANTRY - ROLLINS RANCH	(45.00)
12/19	12/05/2019	CR	4004834.0001	MC FOOD PANTRY - PACIFICORP	(250.00)
12/19	12/11/2019	CR	4004862.0001	SUB FOR SANTA - MORGAN FOOD BANK	(244.00)
12/19	12/16/2019	CR	4004900.0001	MC FOOD PANTRY - MORGAN FOOD BANK	(110.00)
12/19	12/17/2019	CR	4004918.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD BANK	(250.00)
12/19	12/17/2019	CR	4004923.0001	MC FOOD PANTRY - MORGAN COUNTY FOOD PANTRY	(237.00)
12/19	12/31/2019	JE	32.0001	Correct Human Services/Food Pantry Entry	552.84
00/20	01/01/2020	OBACT	93.0001	Opening balance created 3/12/2020 11:23:08 AM	(1,094.43)
00/20	01/01/2020	OBACT	211.0001	Opening balance modified 4/1/2020 10:10:05 AM	(3.00)
00/20	01/01/2020	OBACT	268.0001	Opening balance modified 4/6/2020 12:46:23 PM	3.00
01/20	01/22/2020	AP	225.0001	Morgan Chamber of Commerce	608.33
02/20	02/24/2020	CR	4005411.0001	MC FOOD PANTRY - MORGAN FOOD PANTRY	(262.00)
02/20	02/29/2020	JE	1.0001	UNITED WAY FUND TO FOOD BANK	(31.82)
03/20	03/17/2020	AP	264.0001	Miller, Julie	4.24
03/20	03/30/2020	AP	333.0001	Miller, Julie	75.98
03/20	03/17/2020	CR	4005562.0001	DONATION TO THE FOOD PANTRY - MORGAN FOOD PANTRY	(100.00)
04/20	04/07/2020	AP	122.0001	Miller, Julie	18.99
04/20	04/21/2020	AP	278.0001	Miller, Julie	8.79
04/20	04/13/2020	CR	4005725.0001	MC FOOD PANTRY - LISA JO CLARK	(200.00)
04/20	04/23/2020	CR	4005797.0001	MC FOOD PANTRY - MORGAN FOOD BANK	(1,200.00)
04/20	04/30/2020	CR	4005834.0002	MC FOOD PANTRY - D L MUNSEE	(100.00)
05/20	04/15/2020	AP	304.0001	Ridley's	8.79
05/20	05/05/2020	CR	4005852.0001	DONATION - SARA NEILL	(440.00)
05/20	05/19/2020	CR	4005947.0001	GARBAGE BAGS CHARGED TO RIDLEYS - JULIE MILLER	(8.79)

Period	Date	Journal	Reference	Description	Amount
05/20	05/21/2020	CR	4005962.0002	MC FOOD PANTRY DONATION - SANDRA NEEL	(600.00)
05/20	05/27/2020	CR	4005989.0002	MC FOOD PANTRY DONATION - RICHARD AND LYNN LONDON	(200.00)
07/20	07/09/2020	CR	4006236.0001	MC FOOD PANTRY DONATION - RICK LONDON	(200.00)
07/20	07/09/2020	CR	4006247.0001	MC FOOD PANTRY DONATION - ANNE CLARK	(200.00)
08/20	08/25/2020	CR	4006505.0001	MC FOOD PANTRY - RICHARD LONDON	(200.00)
09/20	09/21/2020	CR	4006668.0001	MC FOOD PANTRY - BRENDEN VAUGHAN	(70.00)
10/20	10/12/2020	CR	4006804.0001	MC FOOD PANTRY - PACIFICORP	(1,500.00)
10/20	10/20/2020	CR	4006860.0001	MC FOOD PANTRY - REX WINGLE	(30.00)
10/20	10/21/2020	CR	4006870.0001	MC FOOD PANTRY - RICHARD LYNNE LONDON	(200.00)
11/20	11/03/2020	CR	4006943.0001	MC FOOD PANTRY - EVA MUDROW	(100.00)
11/20	11/16/2020	CR	4007015.0001	MC FOOD PANTRY - DOYLE TALBOT	(25.00)
11/20	11/24/2020	CR	4007061.0002	MC FOOD PANTRY SUB FOR SANTA - MORGAN FOOD PANTRY	(416.00)
11/20	11/24/2020	CR	4007063.0002	MC FOOD PANTRY DONATIONS - JUSTIN WHITEAR	(770.00)
11/20	11/25/2020	CR	4007073.0002	MC FOOD PANTRY - JO ANNE CORPANY	(50.00)
11/20	11/25/2020	CR	4007080.0002	MC FOOD PANTRY - NANCY MIKESELL	(50.00)
11/20	11/30/2020	CR	4007088.0002	SUB FOR SANTA - MORGAN COUNTY SUB FOR SANTA	(150.00)
12/20	12/15/2020	AP	239.0001	Wardell Brothers	350.00
12/20	12/21/2020	AP	467.0001	Ridley's	1,064.86
12/20	12/02/2020	CR	4007107.0001	MC FOOD PANTRY DONATION - DEBBIE KOHLER	(700.00)
12/20	12/02/2020	CR	4007109.0001	MC FOOD PANTRY DONATION - EVA MUDROW	(100.00)
12/20	12/03/2020	CR	4007116.0001	MC FOOD PANTRY DONATION - JAN GAILEY	(100.00)
12/20	12/07/2020	CR	4007126.0001	MC FOOD PANTRY DONATION - RICK LONDON	(200.00)
12/20	12/07/2020	CR	4007127.0001	MC FOOD PANTRY DONATION - SHANNON KEE	(1,030.00)
12/20	12/07/2020	CR	4007129.0001	MC FOOD PANTRY DONATION - ERNEST SUTTON	(50.00)
12/20	12/07/2020	CR	4007130.0001	MC FOOD PANTRY DONATION - MILAN MECHAM	(100.00)
12/20	12/07/2020	CR	4007139.0001	MC FOOD PANTRY DONATION - SCOTT OLSON	(200.00)
12/20	12/09/2020	CR	4007147.0001	MC FOOD PANTRY DONATION - ARNOLD SMITH	(200.00)
12/20	12/10/2020	CR	4007172.0001	MC FOOD PANTRY DONATION - ANNE CLARK	(500.00)
12/20	12/14/2020	CR	4007191.0001	MC FOOD PANTRY DONATION - JO ANNE CORPANY	(50.00)
12/20	12/16/2020	CR	4007221.0001	MC FOOD PANTRY DONATION - LISA JO CLARK	(300.00)
12/20	12/16/2020	CR	4007227.0001	MC FOOD PANTRY DONATION - BRUCE BROWN	(100.00)
12/20	12/22/2020	CR	4007265.0001	MC FOOD PANTRY DOANTION - HEATHER NIELSEN	(120.00)
12/20	12/30/2020	CR	4007302.0001	MC FOOD PANTRY DONATION - DEBORAH CARTER	(50.00)
00/21	01/01/2021	OBACT	108.0001	Opening balance created 4/8/2021 3:07:40 PM	(9,858.06)
01/21	01/20/2021	AP	74.0001	Miller, Julie	12.77
01/21	01/06/2021	CR	4007352.0001	MC FOOD PANTRY DONATION - AMERICAN LEGION POST	(500.00)
01/21	01/06/2021	CR	4007353.0001	MC FOOD PANTRY DONATION - V F W POST 6154	(500.00)
02/21	02/04/2021	CR	5000063.0001	MC FOOD PANTRY - LISA JO CLAK	(50.00)
03/21	03/15/2021	AP	299.0001	Miller, Julie	82.04
03/21	03/08/2021	CR	4007718.0001	MC FOOD PANTRY DONATION - EVA MUDREW	(100.00)
03/21	03/08/2021	CR	4007724.0001	MC FOOD PANTRY DONATION - LISA J CLARK	(50.00)
03/21	03/15/2021	CR	5000718.0001	MC FOOD PANTRY - CORPANY JO ANNE	(50.00)
03/21	03/22/2021	CR	5001014.0001	MC FOOD PANTRY - LEE LORI	(50.00)
03/21	03/30/2021	CR	4007787.0001	MC FOOD PANTRY DONATION FROM LYNNE LONDON - UTAH RETIRE	(2,400.00)
04/21	04/05/2021	CR	5001147.0001	MC FOOD PANTRY - RICH SHARELLE	(60.00)
04/21	04/08/2021	CR	4007857.0001	MC FOOD PANTRY DONATION - LISA JO CLARK	(50.00)
04/21	04/26/2021	CR	4007922.0001	MC FOOD PANTRY DONATION - JO ANNE CORPANY	(50.00)
05/21	05/18/2021	CR	4008008.0001	MC FOOD PANTRY DONATION - FOOD PANTRY	(50.00)
05/21	05/31/2021	JE	17.0001	Correct food pantry posting	(12.77)
06/21	06/09/2021	CR	5002008.0001	MC FOOD PANTRY - Food Bank	(50.00)
06/21	06/09/2021	CR	5002010.0001	MC FOOD PANTRY - Corpany Jo Anne	(50.00)
07/21	07/15/2021	CR	4008299.0001	MC FOOD PANTRY DONATION - FOOD PANTRY DONATION	(50.00)

Period	Date	Journal	Reference	Description	Amount
08/21	08/23/2021	AP	436.0001	Morgan Grace Fellowship	13,836.02
					144,424.06-

Job Title: Grant Administrator

Department: Administration
Reports To: County Administrative Manager
Salary Range:
Job Type: Contract

Position Summary:

The Grant Administrator is responsible for the management of all phases of the grant lifecycle, including identifying funding opportunities, coordinating grant applications, ensuring compliance with grant requirements, tracking expenditures, and preparing required reports. This position plays a critical role in securing and managing funds to support programs, infrastructure, and services in alignment with the County's strategic goals.

Essential Duties and Responsibilities:

- Research and identify grant opportunities from federal, state, and private sources.
- Prepare and submit grant applications, working closely with departments to develop proposals, budgets, and supporting documentation.
- Monitor grant awards to ensure compliance with program guidelines, regulations, and reporting requirements.
- Track grant expenditures, maintain accurate financial records, and coordinate with the County Clerk's Office for reporting.
- Regularly meet with County Commission to give updates on grant progress and available grant funds

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Qualifications:

Education and Experience:

- Bachelor's degree in Public Administration, Finance, Business, or a related field.

- At least 2 years of experience in grant writing, administration, or management.
- Experience with government grants and federal/state compliance preferred.

Knowledge, Skills, and Abilities:

- Strong understanding of grant processes and federal/state funding regulations.
- Proficiency in budget development and financial tracking.
- Excellent writing, research, and communication skills.
- High attention to detail and ability to manage multiple deadlines.
- Ability to work independently and collaboratively with departments and outside entities.

Working Conditions:

- Work is typically performed in an office environment.
- Occasional travel may be required for training or site visits.
- May require working outside of regular hours to meet deadlines

Position	Wage	FICA	Medical	Dental	Vision	URS	Total
Grant Admin Full Time	$72,000.00	$550.80	$22,604.40	$1,224.00	$162.00	$10,936.80	$107,478.00
Grant Admin Part Time	$45,000.00	$344.25	$-	$-	$-	$-	$45,344.25
Grand Admin Contract	$ 20,800.00	0	0	0	0	0	$ 20,800.00

2025 BUDGET CHANGE FORM

Date	07/27/2025
Department	Fleet
Department Head Signature	
	Kate Becker
Amount	55,928
Move from GL Account#	10-4150-340 Non Dept
Move to GL Account #	10-4460-800-000 County Motor Pool

Request to purchase an additional 2 fleet vehicles on the State bid

Clerk/Auditor Use Only
Date Entered

Account Number	Account Title	2024-24 Cur Year Budget	01/24 Cur YTD Actual	2025-25 Requested Budget	2025-25 Adjustments	2025-25 Recommended Budget
10-4460-250-700	Emergency Management	7,500.00	0.00	0.00	.00	.00
10-4460-800-000	County Motor Pool	0.00	0.00	0.00	50,000.00	50,000.00
10-4460-900-000	Capital Outlay	0.00	0.00	0.00	.00	.00
Total Fleet Management:		671,178.45	0.00	750,215.00	21,454.00	771,669.00

Preview Order Q23L - W8B - SuperCrew AWD - XL : Order Summary Time of Preview: 06/26/2025 14:44:28 Receipt: NA

Dealership Name : Young Ford of Ogden **Sales Code :** F56555

Dealer Rep.	Jeff Heileson	**Type**	Fleet	**Vehicle Line**	Maverick	**Order Code**	Q23L
Customer Name	STATE	**Priority Code**	H3	**Model Year**	2025	**Price Level**	560

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8B0 MAVERICK XL AWD	$28145	JOB #3 ORDER	$0
.121.0" WHEELBASE	$0	FORD FLEET SPECIAL ADJUSTMENT	$0
TOTAL BASE VEHICLE	$28145	PRICE CONCESSION INDICATOR	$0
OXFORD WHITE	$0	REMARKS TRAILER	$0
CLOTH	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
EBONY	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
EQUIPMENT GROUP 102A	$125	FUEL CHARGE	$0
.XL TRIM	$0	NET INVOICE FLEET OPTION (B4A)	$0
.2.0L ECOBOOST ENGINE	$0	PRICED DORA	$0
.AUTOMATIC TRANSMISSION	$0	ADVERTISING ASSESSMENT	$0
		DESTINATION & DELIVERY	$1695

		MSRP
TOTAL BASE AND OPTIONS		$29965
DISCOUNTS		NA
TOTAL	Governemnt Order Sales Price $27,964 MA3800	$29965

ORDERING FIN: QS050 END USER FIN: QS050 PO NUMBER: undefined

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 12-191S Description: undefined Concession Amount: $-1000.00

This order has not been submitted to the order bank.

This is not an invoice.

Kate Becker

From: Kevin Lyman <kevin.lyman@youngcommercial.com>
Sent: Tuesday, July 1, 2025 3:42 PM
To: Kate Becker
Subject: Re: Mavericks

4k tow pkg is 745

Kevin Lyman
Fleet Sales

Young Commercial Fleet and Equipment
3450 Wall Ave
Ogden, UT 84401

2025 BUDGET CHANGE FORM

Date	07/16/2025
Department	Courthouse Bldg & Grounds
Department Head Signature	
	Kate Becker
Amount	$2,000
Move from GL Account#	10-4150-340-000 [Non Dept]
Move to GL Account #	10-4161-270-000 [Utilities]

City had historically not been billing the admin building for culinary water. This was caught during an audit of their system. Water bills by month are averaging $250 so requesting a budget adjustment to pay those water bills through the rest of the year.

Clerk/Auditor Use Only
Date Entered

Revisit Memo Regarding Morgan Gun Range

In 2021, Utah experienced a early active fire season and I took the time to evaluate the Gun Range and found several areas of concern. The result was closing the long range shooting portion of the range. The original report is included as part of this memo.

This year Utah is experiencing another early start with fires exhibiting fire behavior equal to a month ahead of the normal expected fuel fire conditions. Utah has already entered into statewide fire restrictions as a result.

Another factor that prompted my re-evaluation of the gun range is that on the Wasatch Front there have already been over 20 shooting caused fires this year.

My inspection showed the same conditions/concerns as the original inspection, Which were:

- Inadequacy of the long-range backstop and upper range target area(s)
- Poor maintenance of the previously constructed dozer line
- Absent fire-suppression equipment in the case of a fire (i.e. fire extinguisher, water truck, etc.)
- Found evidence of dead and drying vegetation being shot at/through/used as targets
- Found evidence of shooting occurring well past the fire line into continuous (uninterrupted) fuels
- Adequacy of the short-range target area on the southeast corner of the property (closest to the search and rescue shed)

It would be my recommendation to close the long range shooting portion again this year and consider a redesign to include side berms and larger backstop. See attached pictures for current condition.

To: Morgan County
From: Morgan County Fire Officials
7/21/2021

Memo Regarding the Morgan Gun Range

Introduction:

With current drought, fire, and weather conditions in the State of Utah and Morgan County, there has been increased concern regarding potential fire risks and hazards. The offices of the Morgan County Fire Chief, Fire Marshall, and the Fire Warden got together and decided which properties could be best managed to reduce or attempt to reduce the risk associated with a fire/life safety incident. As a result, we have been evaluating those potential fire hazards in the county. One of those concerns has been the gun range. More specifically, some complaints have been received about the possible use of exploding targets and other incendiary/unsafe devices on the property.

Fire officials briefly visited the site earlier this week and formed an impression of the property, as well as a preliminary plan of action regarding the short-term future. The office of the Fire Warden conducted an in-depth review of the property today (7/21/2021) and solidified a plan of action for the short- and long-term future of the Morgan Gun Range.

Findings:

Upon our evaluation of the property over the course of our visitations, we found evidence that there is a very high chance of this range becoming a significant fire issue. We took pictures of our findings and have attached those for reference. During our tour and evaluation of the site, we found the following items of concern:

- Inadequacy of the long-range backstop and upper range target area(s)
- Poor maintenance of the previously constructed dozer line
- Absent fire-suppression equipment in the case of a fire (i.e. fire extinguisher, water truck, etc.)
- Found evidence of dead and drying vegetation being shot at/through/used as targets
- Found evidence of shooting occurring well past the fire line into continuous (uninterrupted) fuels
- Adequacy of the short-range target area on the southeast corner of the property (closest to the search and rescue shed)

Recommendations:

Based on our evaluation, current/forecasted long-term weather, and the action of other gun ranges in Utah, we recommend that the long-range section of the shooting range be closed. This closure should remain in effect until such a time that the fire break (dozer line) can be re-established, the backstop(s) can be built up/reinforced, and dangerous/unsafe activity on the property be enforced to a standard that is satisfactory and approved by the Morgan County Fire Officials. The short-range shooting section (on the southeast corner of the property) is adequate for that area of the range to continue operating for the rest of the season. Some work could be done working on backstop improvements for this range. **All of these recommendations are subject to change pending any changes, seen or unseen.**

We have done some research on the standard(s) for gun-ranges and wildfire prevention/reduction. Overall, our suggestions for the future of this range include the following:

Suggestions for the Future of the Morgan County Gun Range

Shooting Range Terminology (Minnesota DNR):

https://www.dnr.state.mn.us/shooting_ranges/terms.html

- **Backstop:** A device constructed to stop or redirect bullets fired on a range. This is usually an earthen structure, **placed between 16 and 20 feet in vertical height**, built in accordance with NRA recommended standards.
- **Baffles**: Barriers to contain bullets and to reduce, re-direct or suppress sound waves and possible stray bullets. Baffles are placed either overhead, alongside or at ground level to restrict or interrupt errant or off target shots. A special baffle referred to as an eyebrow can be placed at the firing line to provide cover and minimize problems caused by double firing, or they can be placed atop backstops to ensure on-site containment of all fired rounds.
- **Berm:** An embankment used between shooting ranges to divide them or positioned to restrict bullets to a specific area. These are built to establish shooting lanes and are usually **8 to 12 feet in vertical height.**

Utah State Gun Range Requirements:

https://utahcarrylaws.com/shooting-ranges/

It is LEGAL to go target shooting outside of city limits, on public land including Bureau of Land Management (BLM) and U.S. Forest Service areas. Please use common sense, always ensure you have a suitable backstop behind your targets and be respectful of the land so that other responsible hunters and shooters can enjoy their shooting sport too.

- **No** steel-core, steel-jacketed, or steel-tipped ammunition (from June 15th to September 30th) **(BLM Requirement on BLM land)**
- **No** tracer and incendiary ammunition, exploding targets (Tannerite, Star Exploding Targets, etc.), and pyrotechnics (fireworks) **(BLM Requirement on BLM Land)**
- **No** tracer bullets, incendiary ammunition, and exploding targets **(USFS Requirements on National Forests/Grasslands)**
- https://le.utah.gov/xcode/Title65A/Chapter3/65A-3-S2.html **(Utah Law 65A-3-2 (Wildland Fire Prevention))**
- http://le.utah.gov/xcode/Title76/Chapter10/76-10-S508.html **(Utah Law 76-10-508 (Law Enforcement Action))**
- Violation of UT Law 76-10-508 may result in being found guilty of UT Law 76-10-508.1.

Shooting Range Criteria (Dept. of Energy):

https://www.energy.gov/sites/prod/files/2013/05/f1/Range_Design_Criteria.pdf

- **Firing into upward sloping land and land with natural backstops of hills or mountains is recommended.**
- The line of fire in rough terrain should be perpendicular to high ground. The line of fire on flat terrain should be free of knolls, ridges, and trees that reduce visibility.
- Known distance ranges should be as flat or evenly graded as possible. If the grade between the firing points and target does not exceed 2 percent, then the firing points may be below the target.

- The ground between the targets and firing line should be free of any hardened surface (smooth-surfaced walkways excepted) such as **rocks or other ricochet-producing material.**
- The surface of the range may be sodded or planted with low-growing ground cover.
- Administrative controls such as use of the low-ready position or engineered controls such as muzzle traverse/elevation limiters can be used to control the firearm. Natural terrain such as a mountain or a hill provides an excellent backstop for firing. **The terrain should be high enough to capture rounds fired at up to a maximum 15º muzzle elevation.**
- The site should be landscaped to provide for erosion control, noise abatement, maintenance, appearance, fire protection, and safety.
- Heavy landscaping may be used to cut down on noise transmission. Plants and trees may be planted behind the firing position shelters to alleviate noise transmission problems.
- **Target line bases must match grading with the firing line.** Mechanical target support bases must be protected from the direct line of fire. They may be buried flush with the ground or placed behind a protective wall. **Note that a small, raised earth berm at this location generates significant ricochet.**
- **For open ranges, the top elevation of the earth impact berm should be 26 feet above the range surface for ranges 100 yards long or longer and 16 feet above the range surface for ranges 50 yards long or less.** The impact berm should extend 50 yards beyond where the target line ends for 100-yard-long ranges or until joining with the side containment, if provided for ranges 50 yards long or less.
- The preferred slope of the impact berm face is 1 to 1 or steeper. **The steeper the slope, the more likely the berm is to absorb projectiles**. The top should be 10 feet wide. The **impact slope should be constructed with a 3-foot layer of easily filtered soil (to reclaim the lead projectiles) free of boulders, trees, rocks, stones, or other material that will cause ricochet.** The rear slope should be appropriate to the native soil and maintenance requirements.
- Full-side height side containment should extend 3 feet to the rear of the firing line. Locate the side containment at least 10 feet outside of the centerline of the outermost firing lane. One option is to construct earth berms to an inside slope of 1 to 1.5. If native soil characteristics will not produce a stable slope at this angle, provide geotechnical fabric reinforcement in the fill. The top width of the berm should be at least 10 feet. No rocks are permitted in the top 3 feet of the inside surface. Another option is to construct continuous walls of ballistic material to withstand local wind and seismic loads. Provide sacrificial cladding to 13 feet forward of the firing line and 3 feet behind the firing line. Continuous walls are preferred for fully baffled ranges.

Shooting Range Fire Prevention (AIG Loss Control/Insurance):

https://www.aig.com/content/dam/aig/america-canada/us/documents/brochure/plcb-shooting-range-fire-prevention.pdf

- Prohibit the use of tracer ammunition as it is beyond the specifications of most ranges.
- Depending on your range specifications, limit or prohibit use of full metal jacketed ammunition, high powered rifles or pistols, and fully automatic or rapid-fire weapons.
- Enhance range rules signage at the range entrance as well as on the walls of an indoor range. Signage should:
    - Clearly identify the firearms and ammunition that are prohibited from the range.
    - List pictures of unwanted ammunition with the universal red circle with the line through it.
    - State that the range officers may inspect customers' firearms and ammunitions.

- Keep all impact areas free of debris.
- Remove any combustible debris.
- Clear any brush from around the impact area of an outdoor range to reduce fuel sources that could catch fire from heat of fired rounds.
- Maintain the appropriate size and number of fire extinguishers around the range.

Conclusion:

Thank you for your time. We do not make these decisions without careful consideration of the impact on this partial closure. It is of the utmost importance that the citizens, visitors, and employees of Morgan County stay safe and ensure that we are all cooperatively working together to reduce the multiple impacts that a wildfire may have. It is in everyone's best interest that we all take precautions-both actively and passively-to prevent a possible catastrophe, as well as avoiding unnecessary/excessive monetary stress on the county and those who live, work, and play here. Ultimately, if these considerations are not followed, it may be recommended that the gun range close entirely for the rest of the season, or until our suggestions have been safely carried out and approved by the Fire Department Officials of Morgan County.

Signed on this day, 7/21/2021,

Boyd Carrigan, Morgan Fire Chief

Dave Rich, Morgan Fire Marshall

Dave Vickers, Morgan Fire Warden

Renegade Landscapes

Design & Construction Proposal

Morgan Fairgrounds Park – Phase One

Submitter: Renegade Landscapes

Point of Contact: Steve Winn

Phone: 435-279-3313

Email: Steve@renegadelandscapes.com

Date: July 30th, 2025

1. Cover Letter

To Whom It May Concern:

Renegade Landscapes is pleased to submit this proposal in response to the Morgan County Recreation RFP for the design and construction of **Phase One of Morgan Fairgrounds Park**. Since 2007, we have specialized in landscape design, irrigation, grading, sod installation, plantings, hardscaping, and drainage—serving Morgan, Ogden, Layton, and surrounding communities with integrity and craftsmanship.

Our portfolio includes several successful, community-centered projects such as **Riverside Park**, the **Morgan City Monument**, and the **South Weber Riverside HOA Park**. These experiences uniquely position us to deliver the high-quality multi-use turf fields, irrigation infrastructure, well installation, and riverbank restoration that this project requires. We are fully committed to the proposed August–October 2025 timeline and excited by the opportunity to help transform this space into a vibrant recreational destination.

As a lifelong Morgan resident, this project carries personal meaning for me. I take great pride in contributing to the development of my hometown and want to offer some insight into the rationale behind our bid and design approach.

A key factor in our proposal is the water source. The irrigation system we've designed requires **60 PSI and 75 GPM** to support commercial-grade sprinkler heads with integrated filtration. This ensures uniform coverage, water efficiency, and long-term durability. If the available water pressure or flow falls below these levels, the system may need to be redesigned—potentially impacting cost. Our aim is to **future-proof** this infrastructure so that it can also serve **Phase 2 and beyond** without additional overhaul.

The proposed well, while it may appear to carry a higher cost, includes a commercial-grade pump valued at approximately **$8,000**, necessary to meet the project's performance demands. Depending on state permitting, the well house may also need to be constructed **four feet above the floodway level**, which has been accounted for in the pricing.

There are many variables I've worked to consider carefully so this park meets your vision and serves the community for years to come. I welcome the opportunity to answer any questions and ensure complete alignment throughout the project.

Sincerely,
Steve Winn
Owner, Renegade Landscapes
435-279-3313

2. Team Qualifications & Relevant Experience

- Leadership & Crew: Led by a seasoned project manager with over 15 years in landscape and civil installation. Crew certified in commercial-scale irrigation, sod installation, grading, drainage, and erosion control.
- Technical Expertise: Proven track record of successful well/irrigation installs, turf establishment, and riverbank stabilization.

3. Project Approach & Timeline

Phase A – Pre-construction & Design (Aug 4 – Aug 12, 2025):
- Conduct site survey, zoning, grading and irrigation design
- Draft final plans, coordinate permits

Phase B – Construction (Aug 12–Oct 30, 2025):
- Earthwork and grading
- Drilling and installing irrigation well
- Full sprinkler system installation
- Sod & natural plantings on river berm

Phase C – Closeout (Oct 15–30, 2025):
- Walk-through, punch-list, documentation, handover

4. Itemized Cost Proposal

- See last page

5. Similar Projects

- Riverside Park (Morgan): Multi-use field renovation, irrigation overhaul, turf and turf edging installed (2022).
- Morgan City Monument Site: Hardscape, sod, landscape beds, irrigation upgrades (2024).
- South Weber Riverside HOA Park: Community green space build-out, planting, drainage, irrigation systems (2023).

6. References

1. Riverside Park – Morgan City
   - Contact: Row Howard - 801-319-7672
2. Morgan City Monument
   - Contact: Jake Young - 435-890-6287
3. South Weber Riverside HOA
   - Contact: Doug Brady - 801-792-5123

Cost Breakdown

Task	Unit Cost	Est. Qty	Total
Site Survey & Analysis	$3,200.00	1	$3,200.00
Final Site Design	$2,700.00	1	$2,700.00
Irrigation & Well System Design	$3,400.00	1	$3,400.00
River Berm Vegetation & Planting Plan	$21,000.00	1	$21,000.00
Permitting & County Coordination	$0.00	1	$0.00
Site Preparation & Grading (5 acres)	$0.55	204000	$112,200.00
Well Drilling & Installation	$0.00	1	$0.00
Sprinkler/Irrigation System Installation	$158,850.00	1	$158,850.00
Sod Installation (5 acres)	$0.70	204000	$142,800.00
River Berm Erosion Control	$7,500.00	1	$7,500.00
Final Walk-Through & Project Closeout	$0.00	1	$0.00
Total Proposed Cost			$451,650.00

why?

* Morgan County is responsible for all permitting

* * Morgan County shall be responsible for providing the water source, supplying a 4-inch line with a minimum pressure of 60 PSI and a flow rate of at least 75 GPM.

Morgan County Fairgrounds Park, Phase One

Revised Itemized Cost Proposal (7-29-25)

Strong Excavation & Construction, LLC

1485 WEST HILLFIELD RD LAYTON UT 84041 SUIT #202

Contact: CHASE STRONG
Phone: 801 981 9288
Fax:

Quote To: Morgan County
Kate Becker, Administrative Manager
Phone: c. 435.800.8724 / o. 801.829.6811
Fax:

Job Name: Fairgrounds Park, Phase 1
Date of Plans: N/A (Design-Build Proposal)
Revision Date: July 29, 2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	**Design Phase - Site survey and analysis**	1.00	LS	14,731.53	14,731.53
2	**Final site design - based on approved master plan**	1.00	LS	14,048.22	14,048.22
3	**Irrigation design**	1.00	LS	15,530.70	15,530.70
4	**Landscape and vegetation planning for river berm**	1.00	LS	14,731.53	14,731.53
5	**Permitting and coordination with county staff**	1.00	LS	14,824.74	14,824.74
20	**Construction phase site preparation**	49,400.00	SF	0.32	15,808.00
30	**Irrigation system and sod for fields**	49,400.00	SF	2.01	99,294.00
40	**River berm natural vegetation restoration**	30,000.00	SF	2.01	60,300.00

GRAND TOTAL **$249,268.72**

NOTES:

Strong Excavation & Construction, LLC ("Strong") is committed to partnering with Morgan County to design and construct a multi-use open space grass park on approximately five (5) acres of County-owned land near the County Fairgrounds (https://maps.app.goo.gl/8zTsUzrPZ1LX98Do9). The revised itemized cost proposal reflects Strong's current estimate based on the scope as understood to date. Strong cautions that providing an itemized monetary bid at this stage of a design-build procurement may constrain the value-engineering and collaborative design process by locking in costs before final scope, systems, and constructability are fully defined with the County and Strong's selected design team. Any scope modifications beyond the revised proposal will require good-faith negotiation and justification of additional costs. In-kind labor provided by County crews will be treated as subcontracted work and must meet all project schedule, coordination, and performance requirements under the design-build contract.

The following costs are not included and assumed to be paid by others:
* Governmental or regulatory permits and fees
* Builders risk/property insurance
* Design & engineering fees
* Cost of 3rd party testing & inspection
* Hazardous material abatement
* Soil remediation or unforeseen site conditions
* Construction document reproduction (plans & specifications)
* Prevailing wage rates and premium time (overtime, night work) are not included
* Cost of bonds (available at additional cost, if required, add 1% to the project total)
* Traffic control, unless specifically included above
* Shoring or excavation retention, unless specifically included above
* This proposalis based on the cost of fuel, oil, cement, steel and PVC on bid bay. Any increase in prices will be passed through to the owner.
* Final Bill to be based on actual job quantities installed. We will take measurements following completions of the project items.
* EXCLUDES: Removing frost, frozen materials and/or snow.
* EXCLUDES: Protection of subgrade and/or road base from rain, snow and/or freezing temperatures.
* EXCLUDES: Protecting excavation and/or stockpiles from freezing.
* EXCLUDES: Backfilling with imported materials because onsite materials are frozen.
* If the proposal is not accepted within 30 days of the date on the estimate, we reserve the right to adjust our pricing.
* This proposal is strictly limited to the scope of work outlined above and defined by this estimate.

J and J Electric, Inc.

Ogden, UT 84401

Quotation

Date	Estimate #
7/28/2025	9379

Phone #	8016220270
Fax #	801-622-0271

Name / Address
MORGAN COUNTY FAIR GROUNDS MORGAN, UTAH 84050

PROJECT

Fair Grounds upgrade

Description	Qty	Cost	Total
Morgan County Fairgrounds Electrical upgrade per RFP We will set a 1200amp 3phase switch gear centrally located by the flag pole. Which will support 2-400amp 3phase outdoor panels and 1-200amp 3phase outdoor panel. The switch gear will have spare breakers and spaces for a future exhibit building, bathrooms and much more. Panel-A will be located about center of the arena behind the bleachers on the concessions side. Panel-B will be located behind the practice arena bleachers. Panel-C which is the 200amp 3phase panel will be located by the bounce house and poultry area. These panels will support with this quote 24 total pedestals with 1-50amp 220volt outlet and 1- 20amp 120volt gfi outlet. These panels have room for future growth.	1	186,050.00	186,050.00
Main Arena MUSCO LIGHT POLES INCLUDED IN THIS QUOTE. ****WE RECOMMEND USING THIS OPTION. IT COMES WITH A 25YR WARRANTY ON THE MAIN ARENA*** -Remove all 7- lighting poles from existing cement foundations, (metal poles and fixtures area to be turned over to the county to demo as needed) -(2)-Light poles on the North side are to be cut down at least 6"below exiting grade (Cement poles are to be hauled off by J and J) - (4) new pre cast light pole foundations are to be augured in new locations, set and cemented in place as per plan. (Spoils are to be hauled off by J and J) - New wire is to be pulled into all lights using existing conduit (Assuming all exiting conduit is in good enough shape to re-pull in new wire) - Install new control box near existing panel for simple on/ off controls for 4- light poles - Tax Included -No provisions made for loud speakers system if needed -Includes all materials, equipment, and labor for a complete project	1	266,300.00	266,300.00

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

Total

Signed: _____

Date: _____

J and J Electric, Inc.

Ogden, UT 84401

Quotation

Date	Estimate #
7/28/2025	9379

Phone #	8016220270
Fax #	801-622-0271

Name / Address
MORGAN COUNTY FAIR GROUNDS MORGAN, UTAH 84050

PROJECT

Fair Grounds upgrade

Description	Qty	Cost	Total
Roping Arena ** We fill that the existing light poles will work with a retrofit head from MUSCO lighting. This will include a 10yr warranty** -Existing light poles are they are cut down to desired height to fit new Musco light pole(Metal poles and lights are to be turned over to county to haul off) - Provide new lights on existing light poles in six location - Use existing wire to all new light poles -Tax included -No provisions made for loud speaker system if needed - Includes all materials, equipment , and labor for a complete project	1	120,500.00	120,500.00
Add 200amp 3phase outdoor panel by chain link fence located next to the Exhibit building. This includes 4 pedestals along chain link fence. This includes trenching and backfill. ***Asphalt is not included in this quote***	1	31,707.00	31,707.00
Change parking lot lights to new LED cobra heads (7)	1	10,750.00	10,750.00
JandJ Electric inc. Donation to the Fair Grounds	1	-12,000.00	-12,000.00
TOTAL			603,307.00

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

Total

Signed: _____

Date: _____

J and J Electric, Inc.

Ogden, UT 84401

Quotation

Date	Estimate #
7/28/2025	9379

Phone #	8016220270
Fax #	801-622-0271

Name / Address
MORGAN COUNTY FAIR GROUNDS MORGAN, UTAH 84050

PROJECT
Fair Grounds upgrade

Description	Qty	Cost	Total
Option of using existing pole bases with 34' pole *****Deduct $91,300.00 if you use this option. We recommend the MUSCO lights with the extended warranty and they are a step above others.***** 3- Flood lights over bleachers concession stands 2-Flood lights over stock shoots Use existing controls Complete	1		
Budget number to fix base plate bolt patterns $7,000.00	1		

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

Total $603,307.00

Signed: _____

Date: _____

EMPLOYEE NAME: _____ FINAL RATING: _____

MANAGER/SUPV: _____ DEPARTMENT: _____

Final Rating is calculated by finding where the Work Result Rating and Observed Behavior Rating Intersect.

If the Final Rating is below a rating of 3 or above a rating of 4 please describe why and give specific examples on Page 2, Section III.

PERIOD: From NEW VERSION To NEW VERSION

MORGAN COUNTY Employee Performance Appraisal - October 1st through September 30th

Work Results: Job responsibilities, goals/objectives and application of technical skills.								
	On-Target>	5	2.5	3	3.5	4	4.5	5
		4	2	2.5	3	3.5	4	4.5
		3	1.5	2	2.5	3	3.5	4
		2	1	1.5	2	2.5	3	3.5
	<Off-Target	1	0.5	1	1.5	2	2.5	3
		0	0	0.5	1	1.5	2	2.5
			0	1	2	3	4	5
			<Off-Target				On-Target>	
			Observed Behaviors: Visible actions and interactions with others.					

Performance Factors

COMPLETE SHADED AREAS:
Rating Importance (Weighted): 3 High Importance/Frequency, 2 Regular Importance/Frequency, 1 Low Importance/Frequency
Performance Rating: 5 being the Highest Rating and 1 being the Lowest Rating
(See Weight and Rating Definitions on Page 3)

WORK RESULTS				OBSERVED BEHAVIORS			
WEIGHT (1-3)	RATING (1-5)	FINAL RATING	WORK RESULTS	WEIGHT (1-3)	RATING (1-5)	FINAL RATING	OBSERVED BEHAVIORS
		0	Job knowledge			0	Integrity
		0	Productivity			0	Teamwork
		0	Work Quality Accuracy			0	Respectful Communication
		0	Time Management			0	Attitude
		0	Competency			0	Initiative
		0	Technical skills			0	Work Relations
		0	Work Consistency			0	Communication Skills
		0	Problem Solving Ability			0	Adaptability
		0	Punctuality			0	Judgement
		0	Attendance			0	Responsiveness
		0	Dependability			0	Professionalism
		0	Accountable			0	Focus and Presence
0	0	0	TOTAL: WORK RESULTS	0	0	0	TOTAL: OBSERVED BEHAVIORS
		#DIV/0!	WEIGHTED AVG: WORK RESULTS			#DIV/0!	WEIGHTED AVG: OBSERVED BEHAVIORS

Final Rating is calculated by finding where the Work Result Rating and Observed Behavior Rating Intersect.

Proposed Updates

I. Review SMART goals for last year. How did you do? Are there any that should continue to be worked on?

II. List and describe up to three goals for the next review period. Goals should be SMART (specific, measureable, attainable, realistic and timely). These goals should be assigned at the beginning of the review period, periodically reviewed throughout the Performance Management period and results summarized at the end of the Performance Appraisal period.

III. Additional Employer Comments. If the Final Rating is below a rating of 3 or above a rating of 4 please describe why and give specific examples.

IV. Additional Employee Comments.

Proposed Updates

Employee Name: _____ **Employee Signature:** _____ **Date:** _____

Manager Name: _____ **Manager Signature:** _____ **Date:** _____

MORGAN COUNTY 3-Point Weighted Factor Scale: Weighted Factors represent the relative importance and/or frequency of each work result and observed behavior that is being rated in the group/data set.		
Scale Value	**Description**	**Detailed Information**
3	High Importance and/or High Frequency	Factors to consider include: Skill - Experience, education, training, judgement and initiative required
2	Regular Importance and/or Regular Frequency	Factors to consider include: Skill - Experience, education, training, judgement and initiative required
1	Low Importance and/or Low Frequency	Factors to consider include: Skill - Experience, education, training, judgement and initiative required

5-Point Rating Scale: Reflects the employee's overall work performance and contributions to the Department and Town.		
Scale Value	**Description**	**Detailed information**
5	Exceptional Performance	Performance levels and accomplishments far exceed normal expectations. This category is reserved for the employee who truly stands out and clearly and consistently demonstrates exceptional accomplishments in terms of quality and quantity of work that is easily recognized as truly exceptional by others.
4	Exceeds Expectations	Performance frequently exceeds job requirements. Accomplishments are regularly above expected levels. Performance at a level beyond expectations is sustained, and the quality of work is uniformly high.

Proposed Updates

3	**Fully Meets Expectations**	**Performance clearly and fully meets all the requirements of the position in terms of quality and quantity of work. It is described as good, solid performance, with thorough and on-time results. While minor deviations may occur, the overall level of performance meets all position requirements.**
2	**Needs Development**	**Performance is noticeably less than expected. The employee generally meets most job requirements, but struggles to fully meet them all. The need for further development and improvement is clearly recognized.**
1	**Unsatisfactory Performance**	**Performance must improve substantially within a reasonable period of time if the individual is to remain in this position. The employee is not meeting the job requirements.**

Proposed Updates

MORGAN COUNTY Employee Performance Matrix Instructions	
1	The corresponding Employee's Self Appraisal Questionnaire to this Performance Matrix is voluntary and will not be counted against an employee, should s/he decide not to complete the form. If s/he completes the form, it should be returned to the manager/supervisor prior to completing the Performance Matrix Form and scheduling a one-on-one appraisal meeting with the employee.
2	This Performance Matrix Form is set up to be completed electronically and automatically calculate a Work Results Rating and an Observed Behavior Rating that are both weighted averages, rounded up to the next whole number.
3	Performance is defined as a combination of Work Results (job responsibilities, goals/objectives and application of technical skills) and Observed Behaviors (visible actions and interactions with others).
4	Apply a Weight Factor (1-3) AND Rating (1-5) to each listed Work Result and Observed Behavior.
5	Weighted Factors represent the relative importance and/or frequency of each Work Result and Observed Behavior that is being rated in the group/data set.
6	Ratings reflect the employee's overall work performance and contributions to the Department and Town.
7	The Final Rating is calculated by finding where the Average Weighted Work Result Rating and Average Weighted Observed Behavior Rating intersect on the Performance Grid, on Page 1.
8	Insert Final Rating in the upper right-hand corner of Page 1.
9	Page 2, Section I should list and describe up to three goals for the next review period. Goals should be SMART (specific, measureable, attainable, realistic and timely). These goals should be assigned at the beginning of the review period, periodically reviewed throughout the Performance Management period and results summarized at the end of the period Performance Appraisal period.
10	Page 2, Section II should describe areas for opportunities aimed at improvement, and if necessary areas requiring improvement due to diminished performance. In this section you can outline areas for Growth and Development through Goals, the Actions you and the employee will take to achieve the Goals, how the Goal(s) will be Measured and the Timeframe given to achieve the Goal(s).
11	Page 2, Section III is reserved for Additional Employer Comments AND if the Final Rating is below a rating of 3 or above a rating of 4, a description of why with examples shall be provided.
12	Page 2, Section IV is reserved for Additional Employee Comments.
13	If your Department has multiple levels of managers/supervisors to review recommended Performance Ratings, please use them before you complete the form and present it to the employee.
14	Once the Form has been completed, schedule the Performance Appraisal meeting, with the employee, in a private location.
15	Providing the Employee with a copy of the completed Performance Matrix Form in advance of the set Performance Appraisal is recommended to promote a productive and effective meeting.
16	During the Employee Appraisal Meeting listen to the employee's feedback and ensure understanding from both parties.
17	Reviewing the job description for accuracy prior to each performance evaluation is always recommended. Any changes should be forwarded to the HR Department for updating.
18	Once the Performance Matrix Form and Self Appraisal Forms have been completed, presented, signed and dated by the Employer (Manager/Supervisor) and Employee, please email the form(s) to cbasaker@morgancountyutah.gov, by the assigned deadline date. Each Employee's performance should be emailed as a separate document.
19	Please feel free to contact the HR Department should you have any questions on the process or would like to discuss how to present a Performance Matrix to staff.

PERFORMANCE MANAGEMENT IS AN ON-GOING YEAR-ROUND PROCESS THAT INCLUDES REGULAR COACHING AND DEVELOPMENT.
IT SUPPORTS ONGOING, YEAR-ROUND COMMUNICATION THAT HELPS PROVIDE AN ENVIRONMENT WHERE DEPARTMENT GOALS AND INDIVIDUAL GOALS RELATE BACK TO THE BIG PICTURE (STRATEGIC PLAN).

Proposed Updates

EMPLOYEE NAME: _____ FINAL RATING: _____

MANAGER/SUPV: _____ DEPARTMENT: _____

Final Rating is calculated by finding where the Work Result Rating and Observed Behavior Rating Intersect.

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PERIOD: From DEPT HEAD (NEW) To DEPT HEAD (NEW)

MORGAN COUNTY Employee Performance Appraisal - October 1st through September 30th

Work Results: Job responsibilities, goals/objectives and application of technical skills.								
	On-Target>	5	2.5	3	3.5	4	4.5	5
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		3	1.5	2	2.5	3	3.5	4
		2	1	1.5	2	2.5	3	3.5
		1	0.5	1	1.5	2	2.5	3
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Performance Factors

COMPLETE SHADED AREAS:
Rating Importance (Weighted): 3 High Importance/Frequency, 2 Regular Importance/Frequency, 1 Low Importance/Frequency
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WORK RESULTS				OBSERVED BEHAVIORS			
WEIGHT (1-3)	RATING (1-5)	FINAL RATING	WORK RESULTS	WEIGHT (1-3)	RATING (1-5)	FINAL RATING	OBSERVED BEHAVIORS
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		0	Department Efficency			0	Teamwork
		0	Problem Solving Ability			0	Respectful Communication
		0	Time Management			0	Attitude
		0	Competency			0	Decision-Making
		0	Technical skills			0	Work Relations
		0	Work Consistency			0	Communication Skills
		0	Attendance			0	Adaptability
		0	Dependability			0	Judgement
		0	Accountability			0	Responsiveness
		0	Coaching and Development of Employees			0	Professionalism
		0	Team Management			0	Conflict Resolution
0	0	0	TOTAL: WORK RESULTS	0	0	0	TOTAL: OBSERVED BEHAVIORS
		#DIV/0!	WEIGHTED AVG: WORK RESULTS			#DIV/0!	WEIGHTED AVG: OBSERVED BEHAVIORS

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Department Head (New)

I. Review SMART goals for last year. How did you do? Are there any that should continue to be worked on?

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Department Head (New)

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19	Please feel free to contact the HR Department should you have any questions on the process or would like to discuss how to present a Performance Matrix to staff.

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Department Head (New)

Local Agencies **Cost Estimate** **Reimbursement**	Betterment Description: 1. UDOT is reimbursing Morgan County for the freight cost associated with four speed feedback signs.	Estimated Cost $700.00 from UDOT
PIN: ***** FINET/CID: *****	Project Number: Project Name: I-15 Exit 334 Supplemental Guide Signs- Clearfield	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("**UDOT**") and **Morgan County** a political subdivision of the State of Utah, ("**Local Agency**").

Subject to the attached provisions, UDOT will reimburse the cost of the listed item. Upon signing this Agreement, the Local Agency agrees that the costs shown below are estimates only and the Local Agency is responsible for paying all actual costs associated with these items which exceed the cost listed in the table below.

UDOT will reimburse Morgan County for the freight cost associated with the purchase of four speed feedback signs.

Bid Item No.	Description	Quantity	Estimated Unit Price	Estimated Cost
	Shipping Freight Cost	1	$700.00	$700.00
	Total Estimated Cost of Reimbursement			**$700.00**

The total estimated cost of the betterment work shall be advanced / deposited with UDOT prior to advertising / procurement of the Project. The Local Agency shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing.
b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
c. By UDOT for the convenience of the State upon written notice to the Local Agency.
d. Upon satisfactory completion of the provisions of this Agreement.

III. Payment and Reimbursement to UDOT:

The Local Agencies shall be responsible for all actual costs associated with these betterment items.

The Local Agencies agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

IV. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

V. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

Local Agencies			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of additional official, **Morgan County**			Traffic Operations Engineer		
			By		Date
			Region Director		
			By		Date
			Comptroller's Office		

Kate Becker

From: Raelene Blocker
Sent: Friday, August 1, 2025 6:22 PM
To: Kate Becker; Bret Heiner; County Commission
Subject: UDOT will cover freight charge
Attachments: Morgan County Speed Signs.docx

Hello Kate and Bret,
Great news.UDOT Has agreed to cover the freight charges on the speed signs. Attached is a document they need us to sign and send back to Carrie Jacobson. Carrie didn't clarify if they planned on covering the freight charges for the two signs purchased by Melissa Porter. I've sent Carrie an inquiry and I'm waiting to hear back from her. Thanks for hanging in there with me.
Commissioner Blocker

Get Outlook for iOS

Intermountain Traffic Safety, Inc.
2440 South 3270 West
Salt Lake City, UT 84119-1116

SALES ORDER

SECOND ORDER

Voice: (801)972-6515
Fax: (801)972-6604

Sales Order Number: 46962
Sales Order Date: Jul 21, 2025
Ship By: Jul 21, 2025
Page: 1

To:
MORGAN COUNTY ROAD DEPT. P.O. BOX 886 380 N INDUSTRIAL DR. MORGAN, UT 84050

Ship To:
John Harrison 801-791-3487

Customer ID	PO Number	Sales Rep Name
MORCOU	Order #2	Bryan Lowe
Customer Contact	**Shipping Method**	**Payment Terms**
JAY PALMER	DELIVER	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
2.00	IWS-TLEV15FMEV	Evolutuion Driver Feedback Signs, 18" Character Display, Full Matrix, Solar ** FREIGHT IS ESTIMATED **	4,855.00	9,710.00
		Subtotal		9,710.00
		Sales Tax		
		Freight		698.00
		TOTAL ORDER AMOUNT		**10,408.00**

Intermountain Traffic Safety, Inc.

2440 South 3270 West
Salt Lake City, UT 84119-1116

Voice: (801)972-6515
Fax: (801)972-6604

SALES ORDER

Sales Order Number: 46824
Sales Order Date: Jun 12, 2025
Ship By: Jun 12, 2025
Page: 1

First Order

To:
MORGAN COUNTY ROAD DEPT. P.O. BOX 886 380 N INDUSTRIAL DR. MORGAN, UT 84050

Ship To:
John Harrison 801-791-3487

Customer ID	PO Number	Sales Rep Name
MORCOU		Bryan Lowe
Customer Contact	**Shipping Method**	**Payment Terms**
JAY PALMER	DELIVER	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
2.00		Evolutuion Driver Feedback Signs, 18" Character Display, Full Matrix, Solar	4,855.00	9,710.00
		Subtotal		9,710.00
		Sales Tax		
		Freight		698.00
		TOTAL ORDER AMOUNT		**10,408.00**

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2440 South 3270 West
Salt Lake City, UT 84119-1116

Voice: (801)972-6515
Fax: (801)972-6604

SALES ORDER

Sales Order Number: 46824
Sales Order Date: Jun 12, 2025
Ship By: Jun 12, 2025
Page: 1

Approved additional cost (without Freight)
at the 07/15/2025 Commission Meeting

To:
MORGAN COUNTY ROAD DEPT. P.O. BOX 886 380 N INDUSTRIAL DR. MORGAN, UT 84050

Ship To:
John Harrison 801-791-3487

Customer ID	PO Number	Sales Rep Name
MORCOU		Bryan Lowe
Customer Contact	**Shipping Method**	**Payment Terms**
JAY PALMER	DELIVER	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
2.00	IWS-TLEV15FMEV	Evolutuion Driver Feedback Signs, 18" Character Display, Full Matrix, Solar ** THIS DOES NOT INCLUDE FREIGHT **	4,855.00	9,710.00
		Subtotal		9,710.00
		Sales Tax		
		Freight		0.00
		TOTAL ORDER AMOUNT		**9,710.00**

Approved at July 1 Commission Meeting

Quote

Order No.:	**Q03137**
Order Date:	6/11/2025
Delivery Date:	
Expiration Date:	7/11/2025
Customer ID:	00756

Safety Supply & Sign Company, Inc.
3200 South Redwood Road
West Valley City, UT, 84119
Phone: (801) 973-2266
Web: https://safetysupplyandsign.com

BILL TO:	**SHIP TO:**
Morgan County P. O. Box 886 Morgan UT 84050	Morgan County P. O. Box 886 Morgan UT 84050

CUSTOMER P.O. NO.	**TERMS**	**CONTACT**
	Net 30 Days	Tat Thompson
FOB POINT	**SHIPPING TERMS**	**SHIP VIA**

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	RADAR SPD EV12S: SAFE PACE EVOLUTION 12,SOLAR W/DATA,12 MONTH CLOUD INCLUDED	1.00	EA	3,672.0000	3,672.00

Total Weight (LBS):	0	**Sales Total:**	3,672.00
Total Volume (LBS):	0	**Freight &**	0.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	3,672.00

Morgan County Commission

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

June 25th, 2025

Weber Human Services

INVOICE:

$4,000.00 [four thousand dollars]

For use towards the Old Highway "Morgan SDS Project" for the purchase of two radar speed signs with solar and data.

If there are any issues or questions with this invoice, please contact me as soon as possible. If not, please remit to the address above or direct deposit.

Sincerely,

Kate Becker

Morgan County
Administrative Manager
(435) 800.8724 textable cell

Quote

Order No.:	**Q03137**
Order Date:	6/11/2025
Delivery Date:	
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	Net 30 Days	Tat Thompson
FOB POINT	**SHIPPING TERMS**	**SHIP VIA**

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	RADAR SPD EV12S: SAFE PACE EVOLUTION 12,SOLAR W/DATA,12 MONTH CLOUD INCLUDED	1.00	EA	3,672.0000	3,672.00

NEED TWO!!!

Total Weight (LBS):	0	**Sales Total:**	3,672.00
Total Volume (LBS):	0	**Freight &**	0.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	3,672.00

SafePace CLOUD Connected

ALL SAFEPACE EVOLUTION SIGNS COME WITH

1 YEAR CLOUD CONNECTIVITY INCLUDED

Manage entire fleet of signs from one computer.

Control signs, map data, and get real time alerts remotely.

Traffic Logix™ Corp. | 3 Harriet Lane | Spring Valley | New York | 10977 | 1(866) 915-6449
www.trafficlogix.com | info@trafficlogix.com | ©2017 Traffic Logix™ Corporation

TL_EVO_11-12_0218

TRAFFICLOGIX™

THE GLOBAL LEADER IN
TRAFFIC CALMING
AND ITS SOLUTIONS

SafePace CLOUD Connected

SafePace EVOLUTION

www.trafficlogix.com

SafePace EVOLUTION 11

The compact SafePace Evolution 11 sign offers lightweight entry-level speed display for private communities or local roads. The economical sign offers remarkable power efficiency and quick, easy installation.

Unique lightweight design for simpler set-up and installation.

Universal mounting bracket for **easy mounting and multiple location use.**

3X

Battery power offers **3x more autonomy** than any other signs.

11” digits

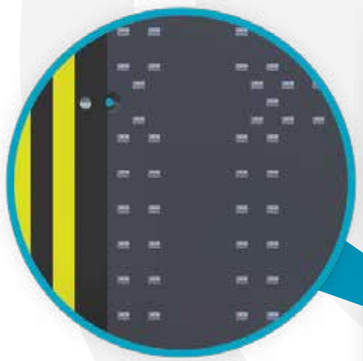
5.6” digits

SafePace EVOLUTION 12

The SafePace Evolution 12 offers the cost benefit and compact footprint of an entry-level sign with MUTCD approved 12” digits. With bright 3 digit speed display, it also offers speed activated digit color changes to alert speeders.

SafePace CLOUD Connected

Both signs come with **one full year of cloud service.**



Double LED display that allows for the display of **multicolor** warnings.

12” digits

6.4” digits

- ✓ Best tech support in the industry
- ✓ Entire dedicated team for IT support
- ✓ In-house team of developers & engineers

- ✓ All parts & products self-manufactured
- ✓ Best sign selection with the most options
- ✓ Only company offering speed signs & rubber traffic calming solutions

Impact Fee Analysis RFP

Issue Date: August 5, 2025

Proposal Due Date: August 31, 2025, 4:00 PM MST

Contact: Kate Becker

Email: kbecker@morgancountyutah.gov

Phone: 435-800-8724

DRAFT

I. INTRODUCTION

Morgan County, Utah is seeking qualified firms to provide professional services to update impact fees related to transportation, regional parks, and community parks. These proposals will support the County's goals of planning for future growth, ensuring fiscal sustainability, and complying with the Utah Impact Fees Act (Title 11, Chapter 36a, Utah Code Annotated). The selected firm or consultant will be required to provide Morgan County with a detailed plan on what impact fees should be imposed currently, as well as how to continue to update these fees as Morgan County continues to grow.

II. SCOPE OF SERVICES

The selected consultant will be responsible for the following:

- Impact Fee Facilities Plan (IFFP)
- Impact Fee Analysis (IFA)
- Analyzing the need for potential additional fees as the County grows

III. PROPOSAL REQUIREMENTS

- Firm Background – Description of the firm, areas of expertise, and relevant experience.
- Project Understanding and Approach – Describe your methodology for meeting the scope.
- Work Plan & Timeline – Detailed timeline with milestones and deliverables.
- Relevant Experience – Examples of similar projects, especially for Utah municipalities.
- References – Contact information for three recent clients.

- Fee Proposal – Itemized cost breakdown and total cost estimate (may be submitted in a separate sealed envelope or attachment if required).

IV. SUBMISSION INSTRUCTIONS

Submit proposals electronically (PDF format) to:

Kate Becker
Kbecker@morgancountyutah.gov
Subject Line: "Proposal – Impact Fee Consulting Services"

Proposals must be received no later than August 31, 2025, 4:00 PM MST. Late submissions will not be considered.

V. TERMS & CONDITIONS

- Morgan County reserves the right to reject any or all proposals.
- All materials submitted become the property of the County.
- The County is not liable for any costs incurred in the preparation of a proposal.
- Final contract is subject to County approval and legal review.

DRAFT

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

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

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

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

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

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

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

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

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

1. **Purpose.** Owner grants the County the right to occupy and use approximately 4.6 acres of land adjacent to Kent Smith Park, as identified in Exhibit A (the "Property"), for the purpose of expanding public recreational fields and associated amenities. This Agreement is a rental agreement only, and does not create a leasehold interest, estate, or possessory right. It does not confer exclusive use or tenancy. The County's use is permissive and revocable in accordance with this Agreement.

2. **Term.** The term of this Agreement shall be thirty (30) years, commencing on _____, 2025, and terminating on _____, 2055, unless sooner terminated as set forth herein.

DRAFT

3. **Rent.** County shall pay Owner annual rent in the amount of One Hundred Twenty Dollars ($120.00), due on or before January 15 each year during the Term.

4. **Improvements and Responsibilities.** County shall construct and maintain improvements at its sole expense. Anticipated improvements include, but are not limited to:

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

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

5. **Water and Irrigation.** If the County determines that it is needed, the County may connect the Property to its existing sprinkler and irrigation system used at Kent Smith Park. If additional water rights or secondary water connections are necessary to support irrigation of the Property, the County shall be solely responsible for securing and funding such rights or connections.

6. **Condition and Access.** The Owner represents and warrants that, as of the Effective Date of this Agreement, the Property is in a condition suitable for the County's intended use for public recreational fields and associated amenities.

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

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

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

DRAFT

7. **Future Easement Coordination.** The Parties acknowledge Owner's interest in a future easement along the west boundary of Kent Smith Park. County agrees to reasonably coordinate and accommodate such an easement, provided it does not unreasonably interfere with current or planned improvements.

8. **Use Restrictions.** The Property shall be used solely for recreational fields and associated facilities. No other use is permitted without Owner's prior written consent.

9. **Review Period.** The Parties shall review this Agreement every five (5) years to assess operational needs, improvements, and to consider any mutually agreed modifications.

10. **Insurance and Liability.** Both Parties to this Agreement are governmental entities as defined under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. (the "Act\"). There are no indemnity obligations between the Parties to this Agreement for one another's acts.

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

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

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

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

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

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

DRAFT

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

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

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

14. **Termination**. This Agreement may be terminated:

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

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

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

    Remove any permanent improvements placed on the Property, or

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

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

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

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

DRAFT

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

16. Miscellaneous.

• Entire Agreement: This Agreement constitutes the full understanding between the Parties.

• Amendments: Must be in writing and signed by both Parties.

• Severability: If any provision is held invalid, the remainder shall remain in effect.

• Non-Waiver: Any failure to enforce provisions does not waive future enforcement.

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

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

MORGAN COUNTY

By: _____

Name: Matt Wilson

Title: County Commission Chair

Date: _____

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

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

DRAFT

Morgan County Commission

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

July 23rd, 2025

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

Letter of Intent for Long-Term Lease of Property

To the Mountain Green Sewer Improvement District Board of Trustees,

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

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

Lease Request

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

County Responsibilities & Improvements

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

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

Key Considerations from the March 12th, 2025 Meeting

1. Parking:
   The County will expand the existing parking lot along the northern boundary of Kent Smith Park to accommodate increased use. Since that discussion, the County has determined that the most effective way to improve safety and accommodate increased use is to create a dedicated parking area on the land proposed to be leased from MGSID. We understand and acknowledge that MGSID's existing parking lot and access gate are not available for County use and will remain unaffected by this project.
2. Sprinkler/Irrigation Access:
   If needed, the County plans to connect the expanded fields to the existing sprinkler system used at Kent Smith Park. Additional water rights, if required, will be secured separately by the County.
3. Future Easement:
   During the March 12 meeting, MGSID expressed interest in a potential future easement along the west boundary of Kent Smith Park. The County is open to coordinating with MGSID to accommodate that easement. We will maintain open communication during planning and development to ensure that any future easement can be incorporated efficiently and without requiring rework or disturbance of completed improvements.

Additional Land Interest

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

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

Sincerely,
Morgan County Commission

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right of Way
Salt Lake City, UT 84145
mr0005morgancounty.ah

Space above for County Recorder's use
PARCEL I.D.# 00-0005-2363

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT
RW#_____

MORGAN COUNTY, a corporation of the State of Utah, with an address of 48 West Young Street Morgan, Utah 84050 ("**Grantor**"), does hereby convey and warrant to QUESTAR GAS COMPANY dba ENBRIDGE GAS UTAH , a Utah corporation with a business address at 333 S. State Street, Salt Lake City, Utah 84111("**Grantee**"), its successors and assigns, for the sum of TEN DOLLARS ($10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual exclusive right-of-way and easement ("**Exclusive Easement**") to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and other gas transmission and distribution facilities, including buildings and fencing or any other lawful uses of the Exclusive Easement related to or in connection with Grantee's business purposes (collectively, the "**Facilities**"), said Exclusive Easement being situated in the County of Morgan, State of Utah, as shown on **Exhibit "A"** attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit (the "**Easement Property**"):

[Legal Description of Property]

TO HAVE AND TO HOLD the Exclusive Easement unto Grantee, its successor and assigns, with the right of ingress and egress to and from the Exclusive Easement with the right to use any available access road(s) and access easements to access the above described Easement Property.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant, and agree as follows:

1. Grantee, in Grantee' sole discretion, may restrict or completely prohibit Grantor, its successors or assigns, or any third-party access to the Exclusive Easement.

2. The Exclusive Easement will be fenced, gated, and locked as deemed necessary by Grantee, provided Grantee shall comply with any applicable laws, regulations, or ordinances.

3. Grantor represents and warrants that there are no mortgages, deeds of trust, liens, covenants, conditions and restrictions, or other encumbrances covering the Exclusive Easement prior to the execution of this Exclusive Right-of-Way and Easement Grant which have not been subordinated.

4. Grantor acknowledges and agrees that it has no right to, shall not attempt to encumber with, and the Exclusive Easement is not to be subject to, any covenants, conditions and restrictions, liens, mortgages, deeds of trust, or other encumbrances created by Grantor or its successors or assigns after the date of recording of this Exclusive Easement.

This Exclusive Easement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, and transferees, of Grantor and the successors, assigns, and transferees of Grantee, and may be transferred, assigned, pledged, and hypothecated in whole or in part by Grantee.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this _____ day of _____, 2025.

MORGAN COUNTY

ATTEST:

_____ _____

County Recorder _____, County Manager

(SEAL)

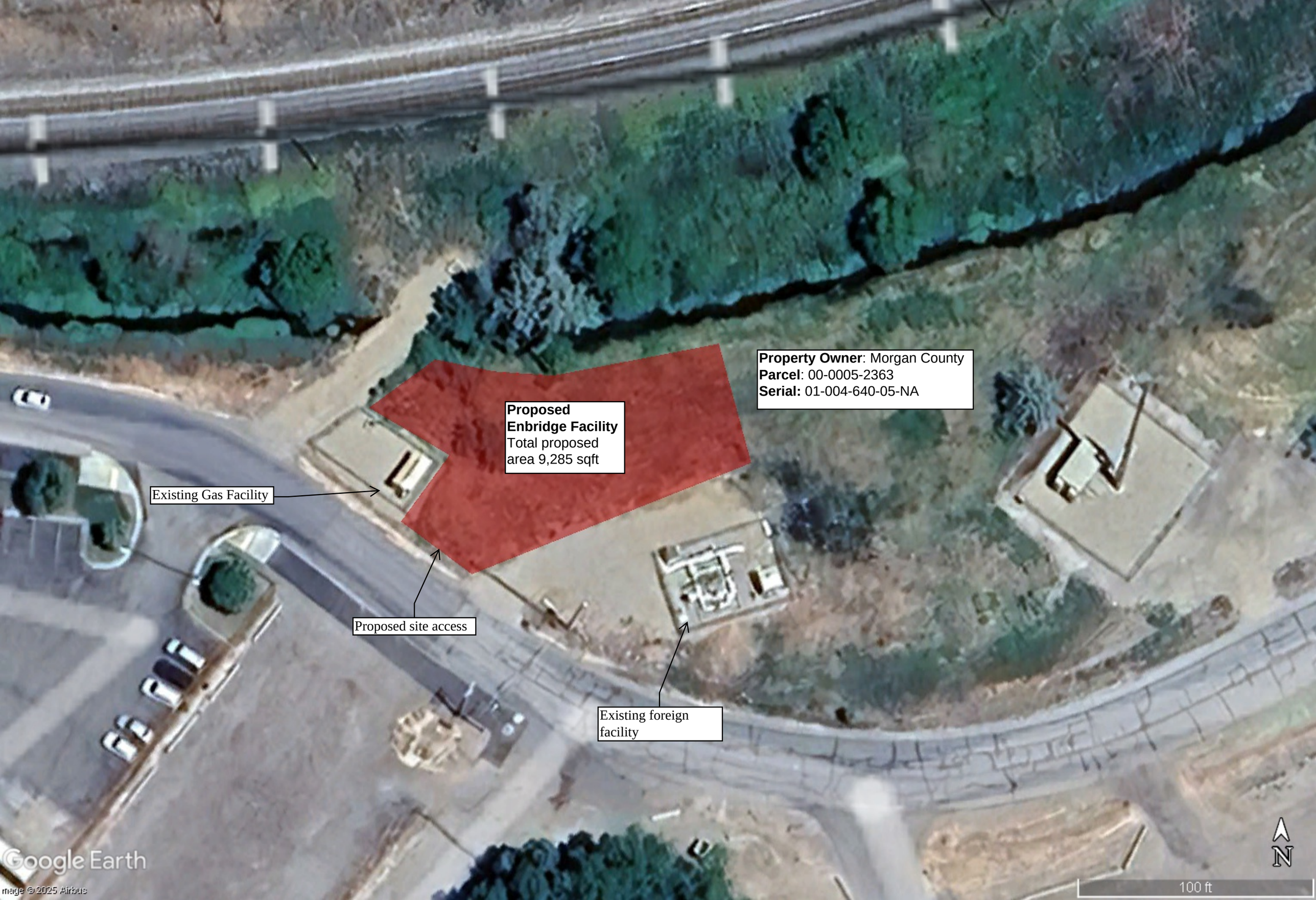
STATE OF UTAH)
) ss.
COUNTY OF_____)

On the _____ day of _____, 2025 personally appeared before me Matt Brower, who, being duly sworn, did say that he is the County Manager of Morgan County, and that he had authority to and did execute the foregoing instrument on behalf of Morgan County.

_____
Notary Public

EXHIBIT "A"

(this will be updated to an exhibit of the property description)


Property Owner: Morgan County
Parcel: 00-0005-2363
Serial: 01-004-640-05-NA
Proposed Enbridge Facility
Total proposed area 9,285 sqft
Existing Gas Facility
Proposed site access
Existing foreign facility
Google Earth
Image © 2025 Airbus
N
100 ft