

MORGAN COUNTY COMMISSION MEETING AGENDA



MORGAN COUNTY COMMISSION MEETING AGENDA

June 17th, 2025

4:00 WORK SESSION 5:00 PM 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. **Kate Becker, County Administrative Manager**
Review of Croydon Fire Building RFP modified submissions
2. **Morgan County Planning Department with Wasatch Civil Engineering**
Discussion and Review of County-wide addressing issues

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies –

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

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from June 3rd, 2025.
2. Notice of open Planning Commission Seat At-Large.
3. Approval of RFP for Fairgrounds Multi-Use Fields
4. Approval of RFP for Fairgrounds Electric Update
5. Approval of RFP for Clerk/Auditor's Office Security Upgrades
6. Approval of **Resolution CR 25-30** updating the Fairgrounds Rental Agreement language
7. Notice of out of State Travel: Library Director attending the Association of Rural & Small Libraries Conference in Albuquerque, NM in September 2025

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentations

Introduction of Morgan County Airport Board Members

(F) Action Items

1. **Jeremy Archibald – Discussion/Decision – Morgan County I.T. Director**
Discussion and decision on a budget adjustment to cover increases to Caselle
2. **Hon. Shaun Rose – Discussion/Decision – Morgan County Recorder**
Discussion and decision on budget adjustment for Q2 FY 2025
 - a) Pay increase due to change in job description
 - b) Pass through line for Medici Recording Fees
3. **Bret Heiner – Discussion/Decision – Morgan County Public Works Director**
Discussion and decision on budget adjustment for Q2 FY 2025 for seasonal overtime

MORGAN COUNTY COMMISSION MEETING AGENDA

4. **Buster Delmonte – Discussion/Decision – Citizen Request**
Discussion and decision on a requested fee waiver
5. **Bert Sheffer – Discussion/Decision – Citizen Request**
Discussion and decision of County approval to amend the CC&R allowing for self-governance by the HOA board.
6. **Casey Basaker – Discussion/Decision – Morgan County Human Resources**
Discussion and decision of the Local Public Safety and Firefighter Surviving Spouse Trust Fund Cost Sharing Agreement.
7. **Casey Basaker – Discussion/Decision – Morgan County Human Resources**
Discussion and decision on **Resolution CR 25-31** changing the County Employee paid leave policy in the County Employee Handbook.
8. **Hon. Leslie Hyde – Discussion/Decision – County Clerk/Auditor**
Discussion and decision on the County's 2025 Fraud Risk Assessment
9. **Hon. Leslie Hyde – Discussion/Decision – County Clerk/Auditor**
Discussion and decision on the County's Certified Tax Rates
10. **Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney**
Discussion and decision on a finalized interlocal agreement between Morgan County and Wasatch Peaks Ranch Road & Fire District.
11. **Morgan County Commission – Discussion/Decision**
Interviews of potential At-Large Planning Commissioner applicants. Discussion and decision of County **Resolution CR 25-32** appointing an At-Large Planning Commissioner.
12. **Hon. Raelene Blocker – Discussion/Decision – Morgan County Commissioner**
Discussion and decision on road safety upgrades and allocated funding.
13. **Morgan County Commission – Discussion/Decision**
Discussion and decision on an agreement with Brad Neff who was appointed BOE Hearing Officer on June 3rd, 2025, by Resolution **CR 25-01-BOE**.
14. **Kate Becker – Discussion/[Public Hearing](#)/Decision – County Administrative Manager**
County Ordinance CO 25-13 passage of additional sales and use tax for the funding of Public Safety.
15. **Hon. Newton & Hon. Nickerson – Discussion/Decision – Morgan County Commissioners**
Discussion and decision on **Resolution CR 25-33** allowing for the temporary sale of beer on County owned property during the Morgan County Fair.
16. **Kate Becker – Discussion/Decision – Morgan County Administrative Manager**
Discussion and decision on a letter of support and financial commitment of Tourism Tax dollars as a match for the Utah Office of Tourism grant application.
17. **Kate Becker – Discussion/Decision – Morgan County Administrative Manager**
Discussion and decision on awarding the RFP for the Croydon Fire Department Building and designating funding.
18. **Kate Becker – Discussion/Decision – Morgan County Administrative Manager**
Discussion and decision on an agreement with Polimorphic; costs to come out of non-departmental. **“Polimorphic”** This tool would function as an interactive way for citizens to

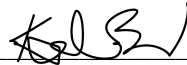
MORGAN COUNTY COMMISSION MEETING AGENDA

find information by asking questions, similar to how they would interact with a chatbot. Instead of just returning a list of links, it would aim to directly answer their queries using the content available on the website.

(G) Commissioner Comments

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

The undersigned does hereby certify that the above notice and agenda were posted as required by law the 13th day of June 2025; Consent agenda item 7 and Action items 8, 9, and 15 were added, and the agenda was reposted on this the 15th day of June 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.

This instruction sheet provides an overview of the addressing system used throughout Morgan County, Utah. Understanding this system will help you accurately locate properties and ensure proper delivery of services.

The reference point for all addresses in Morgan County is the intersection of **Young Street and State Street in Morgan City**. This established intersection serves as the origin (0,0) for both Morgan City's internal addressing grid and the larger county-wide addressing system.

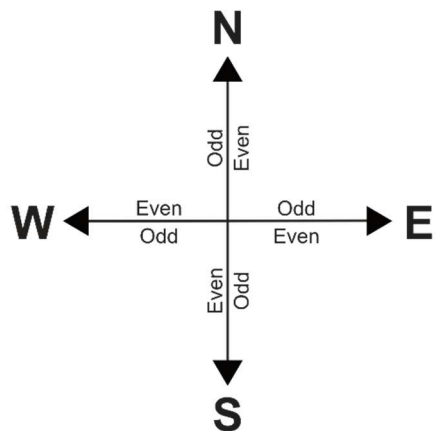
Morgan County's addressing grid is based on the Public Land Survey System (PLSS). The lines established by the PLSS are utilized to calculate addresses across the entire county. This structured approach ensures a consistent and logical addressing scheme.

Address Numbering Convention

- **Addresses increase as you move away from the origin.** The further a property is from the intersection of Young Street and State Street, the larger its address number will be.

The address is determined by its direction and position relative to the origin (Young Street and State Street).

- **North Addresses (North of the Origin):**
 - **West side of the road:** Odd numbers
 - **East side of the road:** Even numbers
- **South Addresses (South of the Origin):**
 - **West side of the road:** Even numbers
 - **East side of the road:** Odd numbers
- **West Addresses (West of the Origin):**
 - **North side of the road:** Even numbers
 - **South side of the road:** Odd numbers
- **East Addresses (East of the Origin):**
 - **North side of the road:** Odd numbers
 - **East side of the road:** Even numbers



Addressing for Irregular Roads

- Roads that do not follow a direct north-south or east-west path are evaluated to determine their predominant direction. They are then addressed according to the rules for that predominant direction (north-south or east-west).
- **Circular or Looping Roads:** To avoid confusion, roads that circle or turn back on themselves are assigned **multiple names** at the point where the road clearly changes direction. This ensures that a single address corresponds to a clear and unambiguous location.

Current Number	Current Address	New Number	New Address	Area	County	Change Precedence	Distance Difference (ft)	Address Difference	Serial Number
879	879 E 525 N	901	901 N 100 E	Morgan	Morgan	HIGH	-146.0723	-22	01-004-389-10
899	899 E 525 N	917	917 N 100 E	Morgan	Morgan	HIGH	-119.5137	-18	01-004-389-01
1415	1415 N 6800 E	1416	1416 N 6800 E	Croydon	Morgan	HIGH	0	-1	01-CROYAC-0001
1820	1820 N 6900 E	1821	1821 N 6900 E	Croydon	Morgan	HIGH	0	-1	01-004-745-0A
1860	1860 N 6900 E	1861	1861 N 6900 E	Croydon	Morgan	HIGH	0	-1	01-004-739-02
2175	2175 N 7000 E	1949	1949 N 7000 E	Croydon	Morgan	HIGH	1491.6113	226	01-004-752-01
2200	2200 N 7000 E	2201	2201 N 7000 E	Croydon	Morgan	HIGH	0	-1	01-MR1-0001
2250	2250 N 7000 E	2207	2207 N 7000 E	Croydon	Morgan	HIGH	0	43	01-MR1-0002
2307	2307 N 7000 E	2318	2318 N 7000 E	Croydon	Morgan	HIGH	0	-11	01-SF0ST-0001
2347	2347 N 7000 E	2348	2348 N 7000 E	Croydon	Morgan	HIGH	0	-1	01-SF0ST-0002
3000	3000 N 7000 E	2909	2909 N 7000 E	Croydon	Morgan	HIGH	0	91	01-004-684
650	650 N 825 E	11	11 E 850 N	Morgan	Morgan	HIGH	4264.1109	639	01-004-389-02
590	590 N 950 E	83	83 E 950 N	Morgan	Morgan	HIGH	3395.0748	507	01-004-389-11
653	653 N 950 E	13	13 E 950 N	Morgan	Morgan	HIGH	4285.696	640	01-004-389-05
5523	5523 N COVENTRY CIR	5343	5343 N Coventry Circle East	Mountain Green	Morgan	HIGH	1166.301	180	03-CCOVEA-0009
5528	5528 N COVENTRY CIR	5344	5344 N Coventry Circle East	Mountain Green	Morgan	HIGH	1192.2188	184	03-CCOVEA-0007
5531	5531 N COVENTRY CIR	5349	5349 N Coventry Circle East	Mountain Green	Morgan	HIGH	1179.2599	182	03-CCOVEA-0008
5542	5542 N COVENTRY CIR	5359	5359 N Coventry Circle East	Mountain Green	Morgan	HIGH	1185.73935	183	03-CCOVEA-0006
5507	5507 N COVENTRY CIR	5327	5327 N Coventry Circle West	Mountain Green	Morgan	HIGH	1166.301	180	03-CCOVEA-0011
5521	5521 N COVENTRY CIR	5339	5339 N Coventry Circle West	Mountain Green	Morgan	HIGH	1179.2599	182	03-CCOVEA-0010-A2
4200	4200 DAISY DR	5575	5575 N Daisy Drive	Mountain Green	Morgan	HIGH	-9204.31875	-1375	02-RH2-0035
4202	4202 DAISY DR	5585	5585 N Daisy Drive	Mountain Green	Morgan	HIGH	-9257.87115	-1383	02-RH2-0036
4204	4204 DAISY DR	5593	5593 N Daisy Drive	Mountain Green	Morgan	HIGH	-9298.03545	-1389	02-RH2-0037
4210	4210 DAISY DR	5639	5639 N Daisy Drive	Mountain Green	Morgan	HIGH	-9553.1508	-1429	02-RH3-0054
4212	4212 DAISY DR	5657	5657 N Daisy Drive	Mountain Green	Morgan	HIGH	-9660.114	-1445	02-RH3-0053
4214	4214 DAISY DR	5675	5675 N Daisy Drive	Mountain Green	Morgan	HIGH	-9767.0772	-1461	03-RH3-0052
4216	4216 DAISY DR	5687	5687 N Daisy Drive	Mountain Green	Morgan	HIGH	-9833.9292	-1471	03-RH3-0051
4221	4221 LILAC LN	5841	5841 N Daisy Drive	Mountain Green	Morgan	HIGH	-10844.361	-1620	03-RH1-0016
4301	4301 DAISY DR	5554	5554 N Daisy Drive	Mountain Green	Morgan	HIGH	-8387.64465	-1253	02-RH2-0038
4303	4303 DAISY DR	5560	5560 N Daisy Drive	Mountain Green	Morgan	HIGH	-8414.42085	-1257	02-RH2-0039
4305	4305 DAISY DR	5568	5568 N Daisy Drive	Mountain Green	Morgan	HIGH	-8454.58515	-1263	02-RH2-0040
4306	4306 DAISY DR	5597	5597 N Daisy Drive	Mountain Green	Morgan	HIGH	-8642.01855	-1291	02-RH3-0056
4307	4307 DAISY DR	5578	5578 N Daisy Drive	Mountain Green	Morgan	HIGH	-8508.13755	-1271	02-RH2-0041
4311	4311 DAISY DR	5602	5602 N Daisy Drive	Mountain Green	Morgan	HIGH	-8642.01855	-1291	02-RH3-0043
4313	4313 DAISY DR	5610	5610 N Daisy Drive	Mountain Green	Morgan	HIGH	-8670.7044	-1297	02-RH3-0044
4315	4315 DAISY DR	5618	5618 N Daisy Drive	Mountain Green	Morgan	HIGH	-8710.8156	-1303	02-RH3-0045
4317	4317 DAISY DR	5632	5632 N Daisy Drive	Mountain Green	Morgan	HIGH	-8791.038	-1315	02-RH3-0046
4319	4319 DAISY DR	5648	5648 N Daisy Drive	Mountain Green	Morgan	HIGH	-8884.6308	-1329	02-RH3-0047
4321	4321 DAISY DR	5658	5658 N Daisy Drive	Mountain Green	Morgan	HIGH	-8938.1124	-1337	02-RH3-0048
4323	4323 DAISY DR	5676	5676 N Daisy Drive	Mountain Green	Morgan	HIGH	-9045.0756	-1353	02-RH3-0049
4325	4325 DAISY DR	5690	5690 N Daisy Drive	Mountain Green	Morgan	HIGH	-9125.298	-1365	02-RH3-0050
1975	1975 W DEEP CREEK RD	635	635 S Deep Creek Circle	Littleton	Morgan	HIGH	8871.001	1340	01-003-072-01
1650	1650 W DEEP CREEK RD	1738	1738 W Deep Creek Road	Littleton	Morgan	HIGH	-578.6088	-88	01-004-500-02
1675	1675 W DEEP CREEK RD	1743	1743 W Deep Creek Road	Littleton	Morgan	HIGH	-447.1068	-68	01-004-522-01
1780	1780 W DEEP CREEK RD	1652	1652 W Deep Creek Road	Littleton	Morgan	HIGH	841.6128	128	01-004-518
1895	1895 W DEEP CREEK RD	1961	1961 W Deep Creek Road	Littleton	Morgan	HIGH	-440.6358	-66	01-003-072-08

810	810 W HARDSCRABBLE RD	847	847 W Hardscrabble Road	Porterville	Morgan	HIGH	-245.3544	-37	01-003-331-02
4214	4214 IRIS AVE	4123	4123 W Iris Avenue	Mountain Green	Morgan	HIGH	637.0637	91	02-RH1-0020
4216	4216 IRIS AVE	4109	4109 W Iris Avenue	Mountain Green	Morgan	HIGH	749.0749	107	02-RH2-0034
4217	4217 IRIS AVE	4154	4154 W Iris Avenue	Mountain Green	Morgan	HIGH	441.0441	63	03-RH1-0025
4218	4218 IRIS AVE	4095	4095 W Iris Avenue	Mountain Green	Morgan	HIGH	861.0861	123	02-RH2-0033
4219	4219 IRIS AVE	4140	4140 W Iris Avenue	Mountain Green	Morgan	HIGH	553.0553	79	03-RH1-0026
4220	4220 IRIS AVE	4075	4075 W Iris Avenue	Mountain Green	Morgan	HIGH	1015.1015	145	02-RH2-0032
4221	4221 IRIS AVE	4124	4124 W Iris Avenue	Mountain Green	Morgan	HIGH	679.0679	97	03-RH2-0027
4222	4222 IRIS AVE	4061	4061 W Iris Avenue	Mountain Green	Morgan	HIGH	1127.1127	161	02-RH2-0031
4223	4223 IRIS AVE	4110	4110 W Iris Avenue	Mountain Green	Morgan	HIGH	791.0791	113	03-RH2-0028
4224	4224 IRIS AVE	4045	4045 W Iris Avenue	Mountain Green	Morgan	HIGH	1253.1253	179	02-RH3-0057
4225	4225 IRIS AVE	4094	4094 W Iris Avenue	Mountain Green	Morgan	HIGH	917.0917	131	03-RH2-0029
4227	4227 IRIS AVE	4078	4078 W Iris Avenue	Mountain Green	Morgan	HIGH	1043.1043	149	03-RH2-0030
4233	4233 IRIS AVE	4032	4032 W Iris Avenue	Mountain Green	Morgan	HIGH	1407.1407	201	02-RH3-0058
4235	4235 IRIS AVE	4026	4026 W Iris Avenue	Mountain Green	Morgan	HIGH	1463.1463	209	02-RH3-0055
4309	4309 DAISY DR	4013	4013 N Iris Avenue	Mountain Green	Morgan	HIGH	2072.2072	296	02-RH3-0042
4211	4211 IRIS AVE	5607	5607 N Iris Lane	Mountain Green	Morgan	HIGH	-9344.8938	-1396	02-RH1-0022
4212	4212 IRIS AVE	5622	5622 N Iris Lane	Mountain Green	Morgan	HIGH	-9438.6105	-1410	02-RH1-0021
4213	4213 IRIS AVE	5623	5623 N Iris Lane	Mountain Green	Morgan	HIGH	-9438.6105	-1410	02-RH1-0023
4215	4215 IRIS AVE	5639	5639 N Iris Lane	Mountain Green	Morgan	HIGH	-9532.3272	-1424	02-RH1-0024
4212	4212 LILAC LN	4179	4179 W Lilac Lane	Mountain Green	Morgan	HIGH	231.0231	33	02-RH1-0007
4214	4214 LILAC LN	4165	4165 W Lilac Lane	Mountain Green	Morgan	HIGH	343.0343	49	03-RH1-0008
4215	4215 LILAC LN	4144	4144 W Lilac Lane	Mountain Green	Morgan	HIGH	497.0497	71	02-RH1-0019
4216	4216 LILAC LN	4147	4147 W Lilac Lane	Mountain Green	Morgan	HIGH	483.0483	69	03-RH1-0009
4217	4217 LILAC LN	4128	4128 W Lilac Lane	Mountain Green	Morgan	HIGH	623.0623	89	02-RH1-0018
4218	4218 LILAC LN	4135	4135 W Lilac Lane	Mountain Green	Morgan	HIGH	581.0581	83	02-RH1-0010
4219	4219 LILAC LN	4120	4120 W Lilac Lane	Mountain Green	Morgan	HIGH	693.0693	99	02-RH1-0017
4220	4220 LILAC LN	4125	4125 W Lilac Lane	Mountain Green	Morgan	HIGH	665.0665	95	02-RH1-0011
4222	4222 LILAC LN	4115	4115 W Lilac Lane	Mountain Green	Morgan	HIGH	749.0749	107	02-RH1-0012
4224	4224 LILAC LN	4105	4105 W Lilac Lane	Mountain Green	Morgan	HIGH	833.0833	119	02-RH1-0013
4225	4225 LILAC LN	4088	4088 W Lilac Lane	Mountain Green	Morgan	HIGH	959.0959	137	03-RH1-0015
4226	4226 LILAC LN	4097	4097 W Lilac Lane	Mountain Green	Morgan	HIGH	903.0903	129	02-RH1-0014
2344	2344 W LINE CREEK RD	2517	2517 W Line Creek Road	Milton	Morgan	HIGH	-1130.3301	-173	01-004-461-03
2346	2346 W LINE CREEK RD	2509	2509 W Line Creek Road	Milton	Morgan	HIGH	-1064.9931	-163	01-004-461-04
870	870 E MAHOGANY RIDGE RD	1116	1116 N Mahogany Ridge Road	Morgan	Morgan	HIGH	-1633.1694	-246	01-004-386-NA1
1600	1600 N MORGAN VALLEY DR	1834	1834 N Morgan Valley Drive	Milton	Morgan	HIGH	-1550.0862	-234	01-004-285
3675	3675 W OLD HWY RD	3177	3177 W Old Highway Road	Enterprise	Morgan	HIGH	3375.7179	498	01-004-077
3338	3338 Oxford Loop	3237	3237 W Oxford Loop North	Mountain Green	Morgan	HIGH	668.8018	101	03-MEADPKW2-0215
3349	3349 Oxford Loop	3160	3160 W Oxford Loop North	Mountain Green	Morgan	HIGH	1254.3741	189	03-MEADPKW3-0310
3350	3350 Oxford Loop	3164	3164 W Oxford Loop North	Mountain Green	Morgan	HIGH	1234.4634	186	03-MEADPKW3-0309
3362	3362 Oxford Loop	3170	3170 W Oxford Loop North	Mountain Green	Morgan	HIGH	1274.2848	192	03-MEADPKW3-0308
3363	3363 Oxford Loop	3156	3156 W Oxford Loop North	Mountain Green	Morgan	HIGH	1373.8383	207	03-MEADPKW3-0311
3374	3374 Oxford Loop	3176	3176 W Oxford Loop North	Mountain Green	Morgan	HIGH	1314.1062	198	03-MEADPKW3-0307
3375	3375 Oxford Loop	3152	3152 W Oxford Loop North	Mountain Green	Morgan	HIGH	1480.0287	223	03-MEADPKW3-0312
3385	3385 Oxford Loop	3148	3148 W Oxford Loop North	Mountain Green	Morgan	HIGH	1572.9453	237	03-MEADPKW3-0313
3397	3397 Oxford Loop	3144	3144 W Oxford Loop North	Mountain Green	Morgan	HIGH	1679.1357	253	03-MEADPKW3-0314
3402	3402 Oxford Loop	3184	3184 W Oxford Loop North	Mountain Green	Morgan	HIGH	1446.8442	218	03-MEADPKW3-0306
3407	3407 Oxford Loop	3140	3140 W Oxford Loop North	Mountain Green	Morgan	HIGH	1772.0523	267	03-MEADPKW3-0315

3417	3417 Oxford Loop	3171	3171 W Oxford Loop North	Mountain Green	Morgan	HIGH	1632.6774	246	03-MEADPKW3-0316
3426	3426 Oxford Loop	3192	3192 W Oxford Loop North	Mountain Green	Morgan	HIGH	1553.0346	234	03-MEADPKW3-0305
3427	3427 Oxford Loop	3175	3175 W Oxford Loop North	Mountain Green	Morgan	HIGH	1672.4988	252	03-MEADPKW3-0317
3438	3438 Oxford Loop	3204	3204 W Oxford Loop North	Mountain Green	Morgan	HIGH	1549.5012	234	03-MEADPKW3-0304
3439	3439 Oxford Loop	3179	3179 W Oxford Loop North	Mountain Green	Morgan	HIGH	1725.594	260	03-MEADPKW3-0318
3452	3452 Oxford Loop	3214	3214 W Oxford Loop North	Mountain Green	Morgan	HIGH	1575.9884	238	03-MEADPKW3-0303
3466	3466 Oxford Loop	3224	3224 W Oxford Loop North	Mountain Green	Morgan	HIGH	1602.4756	242	03-MEADPKW3-0302
3473	3473 Oxford Loop	3183	3183 W Oxford Loop North	Mountain Green	Morgan	HIGH	1924.701	290	03-MEADPKW3-0319
3478	3478 Oxford Loop	3232	3232 W Oxford Loop North	Mountain Green	Morgan	HIGH	1628.9628	246	03-MEADPKW3-0301
3483	3483 Oxford Loop	3189	3189 W Oxford Loop North	Mountain Green	Morgan	HIGH	1951.2486	294	03-MEADPKW3-0320
3491	3491 Oxford Loop	3197	3197 W Oxford Loop North	Mountain Green	Morgan	HIGH	1951.2486	294	03-MEADPKW3-0321
3499	3499 Oxford Loop	3211	3211 W Oxford Loop North	Mountain Green	Morgan	HIGH	1907.0784	288	03-MEADPKW3-0322
3507	3507 Oxford Loop	3219	3219 W Oxford Loop North	Mountain Green	Morgan	HIGH	1907.0784	288	03-MEADPKW3-0323
3515	3515 Oxford Loop	3227	3227 W Oxford Loop North	Mountain Green	Morgan	HIGH	1907.0784	288	03-MEADPKW3-0324
3172	3172 Oxford Loop	3184	3184 W Oxford Loop South	Mountain Green	Morgan	HIGH	-79.6428	-12	03-MEADPKW2-0224
3183	3183 Oxford Loop	3193	3193 W Oxford Loop South	Mountain Green	Morgan	HIGH	-66.369	-10	03-MEADPKW2-0201
3186	3186 Oxford Loop	3194	3194 W Oxford Loop South	Mountain Green	Morgan	HIGH	-53.0952	-8	03-MEADPKW2-0223
3193	3193 Oxford Loop	3205	3205 W Oxford Loop South	Mountain Green	Morgan	HIGH	-79.4616	-12	03-MEADPKW2-0202
3202	3202 Oxford Loop	3204	3204 W Oxford Loop South	Mountain Green	Morgan	HIGH	-13.2436	-2	03-MEADPKW2-0222
3205	3205 Oxford Loop	3213	3213 W Oxford Loop South	Mountain Green	Morgan	HIGH	-52.9744	-8	03-MEADPKW2-0203
3217	3217 Oxford Loop	3223	3223 W Oxford Loop South	Mountain Green	Morgan	HIGH	-39.7308	-6	03-MEADPKW2-0204
3228	3228 Oxford Loop	3222	3222 W Oxford Loop South	Mountain Green	Morgan	HIGH	39.7308	6	03-MEADPKW2-0220
3240	3240 Oxford Loop	3230	3230 W Oxford Loop South	Mountain Green	Morgan	HIGH	66.218	10	03-MEADPKW2-0219
3250	3250 Oxford Loop	3238	3238 W Oxford Loop South	Mountain Green	Morgan	HIGH	79.4616	12	03-MEADPKW2-0218
3263	3263 Oxford Loop	3257	3257 W Oxford Loop South	Mountain Green	Morgan	HIGH	39.7308	6	03-MEADPKW2-0208
3271	3271 Oxford Loop	3263	3263 W Oxford Loop South	Mountain Green	Morgan	HIGH	52.9744	8	03-MEADPKW2-0209
3279	3279 Oxford Loop	3267	3267 W Oxford Loop South	Mountain Green	Morgan	HIGH	79.4616	12	03-MEADPKW2-0210
3282	3282 Oxford Loop	3246	3246 W Oxford Loop South	Mountain Green	Morgan	HIGH	238.3848	36	03-MEADPKW2-0217
3291	3291 Oxford Loop	3271	3271 W Oxford Loop South	Mountain Green	Morgan	HIGH	132.436	20	03-MEADPKW2-0211
3294	3294 Oxford Loop	3248	3248 W Oxford Loop South	Mountain Green	Morgan	HIGH	304.6028	46	03-MEADPKW2-0216
3301	3301 Oxford Loop	3275	3275 W Oxford Loop South	Mountain Green	Morgan	HIGH	172.1668	26	03-MEADPKW2-0212
3309	3309 Oxford Loop	3279	3279 W Oxford Loop South	Mountain Green	Morgan	HIGH	198.654	30	03-MEADPKW2-0213
3319	3319 Oxford Loop	3281	3281 W Oxford Loop South	Mountain Green	Morgan	HIGH	251.6284	38	03-MEADPKW2-0214
6167	6167 N Park Meadow Dr	6251	6251 N Park Meadow Dr	Mountain Green	Morgan	HIGH	-558.8646	-84	03-MEADPKW4-0401
6183	6183 N Park Meadow Dr	6243	6243 N Park Meadow Dr	Mountain Green	Morgan	HIGH	-399.189	-60	03-MEADPKW4-0402
6197	6197 N Park Meadow Dr	6221	6221 N Park Meadow Dr	Mountain Green	Morgan	HIGH	-159.6756	-24	03-MEADPKW4-0403
6227	6227 N Park Meadow Dr	6203	6203 N Park Meadow Dr	Mountain Green	Morgan	HIGH	159.6756	24	03-MEADPKW4-0405
6243	6243 N Park Meadow Dr	6193	6193 N Park Meadow Dr	Mountain Green	Morgan	HIGH	332.6575	50	03-MEADPKW4-0406
6257	6257 N Park Meadow Dr	6183	6183 N Park Meadow Dr	Mountain Green	Morgan	HIGH	492.3331	74	03-MEADPKW4-0407
6295	6295 N Park Meadow Dr	6173	6173 N Park Meadow Dr	Mountain Green	Morgan	HIGH	811.6843	122	03-MEADPKW4-0408
6307	6307 N Park Meadow Dr	6163	6163 N Park Meadow Dr	Mountain Green	Morgan	HIGH	958.0536	144	03-MEADPKW4-0409
3161	3161 W RIDGES CIRCLE	3363	3363 W Ridges Road	Peterson	Morgan	HIGH	-1370.97	-202	01-RID-0007
1215	1215 N TAGGART LN	1314	1314 N Taggart Lane	Taggart	Morgan	HIGH	-656.74125	-99	01-004-589
1235	1235 N TAGGART LN	1351	1351 N Taggart Lane	Taggart	Morgan	HIGH	-769.689	-116	01-004-589-05
1245	1245 N TAGGART LN	1291	1291 N Taggart Lane	Taggart	Morgan	HIGH	-304.8167	-46	01-004-600-05
1275	1275 N TAGGART LN	1281	1281 N Taggart Lane	Taggart	Morgan	HIGH	-39.7587	-6	01-004-600-05
5260	5260 N TRAPPERS LOOP RD	6312	6312 N Trappers Loop Road	Mountain Green	Morgan	HIGH	-6945.5144	-1052	03-005-021-01
4200	4200 TULIP DR	5654	5654 N Tulip Drive	Mountain Green	Morgan	HIGH	-9733.1487	-1454	02-RH3-0059

4202	4202 TULIP DR	5676	5676 N Tulip Drive	Mountain Green	Morgan	HIGH	-9867.0297	-1474	02-RH3-0060
4203	4203 TULIP DR	5685	5685 N Tulip Drive	Mountain Green	Morgan	HIGH	-9920.5821	-1482	02-RH3-0063
4204	4204 TULIP DR	5688	5688 N Tulip Drive	Mountain Green	Morgan	HIGH	-9933.9702	-1484	03-RH3-0061
4229	4229 IRIS AVE	5659	5659 N Tulip Drive	Mountain Green	Morgan	HIGH	-9572.4915	-1430	03-RH3-0062
1	1 VALLEY VIEW DR	1005	1005 N Valley View Drive	Morgan City	Morgan	HIGH	-6666.2086	-1004	01-004-387-01
723	723 W Hardscrabble Rd	802	802 W W Hardscrabble Rd	Porterville	Morgan	HIGH	-523.8648	-79	01-POVFE-0003
745	745 W Hardscrabble Rd	854	854 W W Hardscrabble Rd	Porterville	Morgan	HIGH	-722.8008	-109	01-POVFE-0002
767	767 W Hardscrabble Rd	936	936 W W Hardscrabble Rd	Porterville	Morgan	HIGH	-1120.6728	-169	01-POVFE-0001
6619	6619 Willow Creek Rd	6396	6396 N Willow Creek Lane	Mountain Green	Morgan	HIGH	1484.4887	223	03-SRID-4040
6622	6622 Willow Creek Rd	6385	6385 N Willow Creek Lane	Mountain Green	Morgan	HIGH	1577.6853	237	03-SRID-4026
6635	6635 Willow Creek Rd	6382	6382 N Willow Creek Lane	Mountain Green	Morgan	HIGH	1684.1957	253	03-SRID-4039
6640	6640 Willow Creek Rd	6365	6365 N Willow Creek Lane	Mountain Green	Morgan	HIGH	1830.6475	275	03-SRID-4027
6651	6651 Willow Creek Rd	6360	6360 N Willow Creek Lane	Mountain Green	Morgan	HIGH	1937.1579	291	03-SRID-4038
6654	6654 Willow Creek Rd	6349	6349 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2030.3545	305	03-SRID-4028
6674	6674 Willow Creek Rd	6331	6331 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2283.3167	343	03-SRID-4029
6677	6677 Willow Creek Rd	6336	6336 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2270.0029	341	03-SRID-4035
6690	6690 Willow Creek Rd	6317	6317 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2483.0237	373	03-SRID-4030
6693	6693 Willow Creek Rd	6322	6322 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2469.7099	371	03-SRID-4034
6708	6708 Willow Creek Rd	6299	6299 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2719.37965	409	00-0083-3692
6709	6709 Willow Creek Rd	6306	6306 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2682.7307	403	03-SRID-4033
6719	6719 Willow Creek Rd	6290	6290 N Willow Creek Lane	Mountain Green	Morgan	HIGH	2852.35665	429	03-SRID-4032

Current Number	Current Address	New Number	New Address	Area	County	Change Precedence	Distance Difference (ft)	Address Difference	Serial Number
5859	5859 N COTTONWOOD CANYON RD	5939	5939 N Cottonwood Canyon Road	Mountain Green	Morgan	LOW	-529.92	-80 03-005-118-01	
6075	6075 N COTTONWOOD CANYON RD	6145	6145 N Cottonwood Canyon Road	Mountain Green	Morgan	LOW	-463.428	-70 03-005-103	
2111	2111 W Deep Creek Rd	2039	2039 W Deep Creek Rd	Littleton	Morgan	LOW	476.8704	72 01-003-070-10-1	
1915	1915 W DEEP CREEK RD	2019	2019 W Deep Creek Road	Littleton	Morgan	LOW	-688.8128	-104 01-003-070-10	
1000	1000 W ISLAND RD	904	904 W Island Road	Morgan	Morgan	LOW	635.7696	96 01-004-402-11	
960	960 S MORGAN VALLEY DR	894	894 S Morgan Valley Drive	Richville	Morgan	LOW	437.019	66 01-003-064-01-1	
6588	6588 WILLOW CREEK RD	6414	6414 N Willow Creek Lane	Mountain Green	Morgan	LOW	1158.3006	174 03-SRID-4005	
6401	6401 N WILLOW CREEK RD	6357	6357 N Willow Creek Road	Mountain Green	Morgan	LOW	293.1236	44 03-COHILL-0125	
6418	6418 N WILLOW CREEK RD	6356	6356 N Willow Creek Road	Mountain Green	Morgan	LOW	413.0378	62 03-COHILL-0119	
6423	6423 N WILLOW CREEK RD	6365	6365 N Willow Creek Road	Mountain Green	Morgan	LOW	386.3902	58 03-COHILL-0124	
6436	6436 N WILLOW CREEK RD	6370	6370 N Willow Creek Road	Mountain Green	Morgan	LOW	439.6854	66 03-COHILL-0120	
6441	6441 N WILLOW CREEK RD	6379	6379 N Willow Creek Road	Mountain Green	Morgan	LOW	413.0378	62 03-COHILL-0123	
6454	6454 N WILLOW CREEK RD	6386	6386 N Willow Creek Road	Mountain Green	Morgan	LOW	453.0092	68 03-COHILL-0121	
6459	6459 N WILLOW CREEK RD	6395	6395 N Willow Creek Road	Mountain Green	Morgan	LOW	426.3616	64 03-COHILL-0122	
6472	6472 WILLOW CREEK RD	6406	6406 N Willow Creek Road	Mountain Green	Morgan	LOW	439.3554	66 03-SRID-4001	
6504	6504 WILLOW CREEK RD	6416	6416 N Willow Creek Road	Mountain Green	Morgan	LOW	585.8072	88 03-SRID-4002	
6524	6524 WILLOW CREEK RD	6422	6422 N Willow Creek Road	Mountain Green	Morgan	LOW	679.0038	102 03-SRID-4003	
6548	6548 WILLOW CREEK RD	6430	6430 N Willow Creek Road	Mountain Green	Morgan	LOW	785.5142	118 03-SRID-4004	
150	150 W WOODS CREEK RD	94	94 E Woods Creek Road	Porterville	Morgan	LOW	370.3308	56 01-003-365-01	
1200	1200 E 100 S	790	790 E 100 S	Morgan	Morgan	MID	2801.735	410 01-004-636	
5876	5876 N Cottonwood Canyon Rd HNGR #A1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-A1	
5876	5876 N Cottonwood Canyon Rd HNGR #A2	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-A2	
5876	5876 N Cottonwood Canyon Rd HNGR #B2	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-B2	
5876	5876 N Cottonwood Canyon Rd HNGR #B1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-B1	
5876	5876 N Cottonwood Canyon Rd HNGR #C2	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-C2	
5876	5876 N Cottonwood Canyon Rd HNGR #C1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-NA	
5876	5876 N Cottonwood Canyon Rd HNGR #D3	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-D3	
5876	5876 N Cottonwood Canyon Rd HNGR #D2	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-D2	
5876	5876 N Cottonwood Canyon Rd HNGR #D1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-D1	
5876	5876 N Cottonwood Canyon Rd HNGR #F2	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-F2	
5876	5876 N Cottonwood Canyon Rd HNGR #F1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-F1	
5876	5876 N Cottonwood Canyon Rd HNGR #G1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-G1	
5876	5876 N Cottonwood Canyon Rd HNGR #H1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-H1	
5876	5876 N Cottonwood Canyon Rd HNGR #J1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-J1	
5876	5876 N Cottonwood Canyon Rd HNGR #K1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-K1	
5876	5876 N COTTONWOOD CANYON RD	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-NA	
5876	5876 N Cottonwood Canyon Rd HNGR #E1	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-E1	
5876	5876 N Cottonwood Canyon Rd HNGR #A1A	5956	5956 N Cottonwood Canyon Road	Mountain Green	Morgan	MID	-530.12	-80 03-005-121-A1A	
3670	3670 S HWY 66	3756	3756 S Highway 66	Porterville	Morgan	MID	-573.4824	-86 01-003-318	
1270	1270 W ISLAND RD	1180	1180 W Island Road	Morgan	Morgan	MID	592.011	90 01-MM1-0001	
1275	1275 W ISLAND RD	1181	1181 W Island Road	Morgan	Morgan	MID	618.3226	94 01-ROCKM-0001	
1280	1280 W ISLAND RD	1186	1186 W Island Road	Morgan	Morgan	MID	618.3226	94 01-MM1-0002	
1285	1285 W ISLAND RD	1189	1189 W Island Road	Morgan	Morgan	MID	631.4784	96 01-FT1-0001	
1295	1295 W ISLAND RD	1195	1195 W Island Road	Morgan	Morgan	MID	657.79	100 01-FT1-0002	
1375	1375 W ISLAND RD	1185	1185 W Island Road	Morgan	Morgan	MID	1249.801	190 01-004-420	
660	660 S MORGAN VALLEY DR	659	659 S Morgan Valley Drive	Richville	Morgan	MID	6.6217	1 01-RE1-0001	
710	710 S MORGAN VALLEY DR	693	693 S Morgan Valley Drive	Richville	Morgan	MID	112.5689	17 01-003-036	
740	740 S MORGAN VALLEY DR	727	727 S Morgan Valley Drive	Richville	Morgan	MID	86.0782	13 01-003-036-01	
744	744 S MORGAN VALLEY DR	747	747 S Morgan Valley Drive	Richville	Morgan	MID	-19.8642	-3 01-003-036-002	
750	750 S MORGAN VALLEY DR	793	793 S Morgan Valley Drive	Richville	Morgan	MID	-284.7202	-43 01-003-065-02	
800	800 S MORGAN VALLEY DR	843	843 S Morgan Valley Drive	Richville	Morgan	MID	-284.7202	-43 01-003-065-01	
4605	4605 W 5800 N	4461	4461 W Powderhorn Road	Mountain Green	Morgan	MID	959.1552	144 03-005-032-03	
4605	4605 W 5800 N	4489	4489 W Powderhorn Road	Mountain Green	Morgan	MID	772.6528	116 03-005-032-03	

4611	4611 W 5800 N	4503	4503 W Powderhorn Road	Mountain Green	Morgan	MID	719.3664	108 03-005-032
4615	4615 W Powderhorn Rd	4549	4549 W Powderhorn Road	Mountain Green	Morgan	MID	439.6128	66 03-BUCK-0001
4617	4617 W 5800 N	4573	4573 W Powderhorn Road	Mountain Green	Morgan	MID	293.0752	44 03-005-032-08
4621	4621 W 5800 N	4593	4593 W Powderhorn Road	Mountain Green	Morgan	MID	186.5024	28 03-005-032-11
150	150 W WOODS CREEK RD	150	150 E Woods Creek Road	Porterville	Morgan	MID	300	300 01-003-365-01

MORGAN COUNTY COMMISSION MEETING MINUTES



MORGAN COUNTY COMMISSION MEETING MINUTES

June 3rd, 2025

4:00 WORK SESSION 5:00 PM 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.

Commissioner's Blocker & Nickerson shall be attending remotely

COUNTY COMMISSION

Commission Chair Matthew Wilson
Commissioner Raelene Blocker
Commissioner Mike Newton
Commissioner Blaine Fackrell

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Jake Peterson
Gary Derck

OTHER EMPLOYEES

IT Director Jeremy Archibald
Clerk/Auditor Leslie Hyde
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith
Deputy Attorney Janet Christoffersen
County Assessor Janell Walker
County Recorder Shaun Rose
Planning Director Josh Cook
Planner 1 Jeremy Lance

4:00 WORK SESSION

- a. Review of Croydon Fire Building RFP submissions [Bid Opening]
 - i. The Commission reviewed bids for a fire station, with concerns about the cost and longevity of a pole building. The lowest bid was \$250,000, up from the initial estimate. The commission discussed adding a footing and foundation, which could increase the cost. The Commission would like more detailed information. The CAM will reach out to the bidders.
- b. Discussion and Review of a proposed Temporary Ordinance suspending any further STR applications until the passing of an updated ordinance.
 - i. The CA introduced this, this is a proposed temporary ordinance to suspend new short-term rental (STR) applications until the updated ordinance is in place. The ordinance aims to manage the influx of new applications and gather feedback through surveys. The survey will be sent out by mail to residents, a work session for this will be held July 15th pertaining to the new STR ordinance, then it will go before Planning Commission August 14th. This will be brought back on the August 19th meeting for decision.

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies –

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

MORGAN COUNTY COMMISSION MEETING MINUTES

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from May 20th, 2025.
2. Notice of open Planning Commission Seat At-Large.
3. Resolution **CR 25-27** Appointing Public Works Director Bret Heiner as a voting member of the Morgan County Council of Governments.
4. Resolution **CR 25-28** approving the County's Travel Expense Policy and adding it to the Employee Handbook.
5. Approval of the Morgan County Fair Fun Run Agreement.
6. Approval of an Interlocal Agreement with the City of Morgan for Election Services in 2025.

Commissioner Newton moved to approve items 1-3, 5 & 6 and remove item 4 to be discussed.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell AYE

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

(C) Commissioner Declarations of Conflict of Interest

- **None.**

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

- Tina Kelly from Mountain Green addressed the Commission with concerns to the transient sales tax and sales tax, she is concerned about the tax burden being placed on the citizens of the County due to the increases in these.

(E) Presentations

Morgan High School [FBLA Digital Video Production Team's project](#) that won first place with a near perfect score.

- The Commission watched a video created by the high school FBLA team, which won first prize in a competition. The video has been promoted on the tourism tax advisory board's social media and website.

1. **(B 4) Resolution CR 25-28** approving the County's Travel Expense Policy and adding it to the Employee Handbook.
 - a. Commissioner Fackrell discussed that he would like to see the need for approval of out-of-state travel to be approved by the Commission rather than by the CAM.
 - b. The Commission decided to have out of state travel to be included in the consent agenda items retroactively from this point forward in order for the Commission to review those.

Commissioner Newton moved to approve CR-25-28 the County's Travel Expense Policy and adding it to the Employee Handbook.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Newton AYE
Commissioner Blocker AYE
Commission Vice Chair Nickerson ABSENT
Commissioner Fackrell NAY
The Vote was 1 ABSENT, 1 NAY, 3 AYE. The Motion passed.

(F) Action Items

1. **Hon. Shaun Rose** – Discussion/Decision – Morgan County Recorder

Discussion and decision on Resolution **CR 25-26** abating back taxes on three erroneous parcels.

- a) 00-0004-0038 in the amount of \$ 171.51 + accrued interest for the years 2024, 2023, 2022, 2021, 2020, 2019, 2018
- b) 00-0072-4947 in the amount of \$ 71.11 + accrued interest for the years 2024, 2022, 2020
- c) 00-0073-7667 in the amount of \$ 110.63 + accrued interest for the years 2024, 2023, 2022, 2021, 2020
 - a. The Recorder presented three parcels for tax sale, explaining their non-existence or creation by mistake.

Commissioner Newton moved to approve Resolution CR-25-26 abating back taxes on three erroneous parcels.

Seconded by Commissioner Fackrell

VOTE:

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

2. **Hon. Shaun Rose** – Discussion/Decision – Morgan County Recorder

Discussion and decision on a budget adjustment for FY 2025; Allocating grant rollover grant monies from 2024 and increasing the expense line for FY 2025.

- a. The Recorder stated This request is for a budget adjustment related to the PLSS (Public Land Survey System) grant. The State awards this grant to counties for the preservation of section corners. Morgan County hired Jeremiah Cunningham, a licensed surveyor, to perform the work. The grant operates on a reimbursement basis. However, due to my absence during the prior budget cycle, it appears the funds from the FY25 grant were not properly allocated, leaving a shortfall in covering outstanding invoices. Additionally, funds need to be allocated for the FY26 PLSS grant under the state contract. This budget change request for \$42,345 is intended to address the remaining obligations under the FY25 grant.

Commissioner Newton moved to approve the budget adjustment for the recorder's office for fiscal year 2025, the amount of \$42,345 as listed.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE
Commissioner Newton AYE
Commissioner Blocker AYE

MORGAN COUNTY COMMISSION MEETING MINUTES

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

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

Discussion and decision on two web applications agreements with upfront costs to come out of Non-Departmental.

- a) **Medici Land Governance:** A land management tool for ownership maps and publicly recorded documents.
- b) **Polimorphic:** This tool would function as an interactive way for citizens to find information by asking questions, similar to how they would interact with a chatbot. Instead of just returning a list of links, it would aim to directly answer their queries using the content available on the website.
 - i. Medici is a new AI-powered document processing system being adopted by counties across Utah and beyond. It integrates with existing platforms like Simplifile to improve document accuracy, indexing, and recording. When a document is submitted, it first goes through Medici for indexing and verification, then through Simplifile for final processing. This enhances data accuracy and ensures timely updates. In addition to processing new documents, Medici allows the county to digitize and index historical documents, up to 40,000 at a time. These records, once processed, will be made accessible to the public through an online portal. Users will be able to create accounts and search for any recorded document, including subdivision plats, surveys, and other official filings with the Morgan County Recorder's Office. This initiative represents a significant step forward in modernizing document management and improving public access to county records.
 - ii. Chair Wilson raised a question regarding the benefit to title companies, specifically whether the new system would reduce the need for in-person visits to Morgan County for document recording. Title professionals have expressed interest in a more streamlined, remote recording process to increase efficiency and reduce travel.
 - iii. The Recorder stated the new system will be highly beneficial for title companies, as it eliminates the need for in-person visits by providing full online access. Additionally, the general public will also benefit, as all recorded documents will be available digitally, removing the need to visit the office to obtain records.
 - iv. The Recorder also clarified the cost, the onboarding fee for Medici is \$5,000, with an annual fee of \$1,000 and a 20-cent-per-page charge for daily reporting.

Commissioner moved to approve the Medici Land Governance for a Land Management Tool for Ownership Maps, and publicly recorded documents.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Newton moved to postpone item 3 (b) to next Commission meeting.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

4. Morgan County Board of Equalization – Discussion/Decision

Discussion and decision on Resolution **CR 25-01-BOE** designating Brad Neff as the County's Board of Equalization Hearing Officer for the County's Tax Year 2025.

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

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

- The Assessor introduced this stating that the Clerk's office has reached out to different Hearing Officers for this years BOE hearings and Brad Neff was the best fit for the county.

Commissioner Fackrell moved to approve Resolution CR-25-01-BOE Appointing Brad Neff to act as our hearing officer for a period of one year.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

Commissioner Newton moved to adjourn as the Board of Equalization and reconvene public meeting.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

MORGAN COUNTY COMMISSION MEETING MINUTES

Commissioner Fackrell NAY

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

5. **Hon. Matthew Wilson** – Discussion/Decision – Morgan County Commissioner

Discussion on advertising costs for public notices in the Standard Examiner.

- a. Chair Wilson introduced this stating in a recent conversation with the CA, they discussed the cost associated with reposting public notices for Planning and Development in the Standard-Examiner, which is approximately \$400 per posting. Given that some of these postings may not be required, he'd like to open a discussion on the necessity of these expenses to avoid unnecessary spending.
- b. The Commission and CA discussed that the Utah Public Notice Website and the Morgan County Website are sufficient for State requirements and following to notify the public, rather than the Standard-Examiner, Morgan County Website and the Public Notice Site.

Commissioner Newton moved to direct staff to work on the code, updating the need to advertise notices via Utah Public Notice Website for legislative specific items.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

6. **Josh Cook** – Discussion/Decision – County Planning Director

Deywós Mountain Estate CUP – A request for approval of a Conditional Use Permit (C2) that is required for a private recreational resort, which is identified by parcel number 00-0068-1129 and serial number 03-005-011-01-8 and is approximately located at 7533 N Trappers Loop Rd in unincorporated Morgan County.

- a. Planner 1 introduced this. This item pertains to a Conditional Use Permit application for Davis Mountain Estate, submitted by the property owner/applicant, Mr. Josh Hughes, who is present at the meeting. The project site is located at approximately 7533 North Trappers Loop Road, with parcel and serial numbers detailed in the meeting packet. The property underwent a zoning change approved on April 1 under Application 25.003, resulting in a split zoning designation: primarily A-20 (Agricultural) with two smaller areas zoned RR-5 (Rural Residential). The current request is to obtain a CUP within the A-20 zone to allow for a private recreational resort—a use that requires such a permit. Staff has reviewed the application and provided relevant legal guidance and proposed conditions for mitigating potential impacts. The Planning Commission was originally scheduled to hear the item on May 22, but the meeting was canceled due to lack of quorum. Consequently, the item has been forwarded to this body for consideration, despite the C-2 code designation assigning approval authority to the Planning Commission.
- b. Chair Wilson clarified that this situation is what initially prompted the conversation between Garrett and me. Due to the Planning Commission's lack of quorum, we've determined that items like this will only be brought directly to this body when a quorum is not present—solely to avoid unnecessary delays in the process.
- c. The CA added that under state code, if a recommendation is not made in a timely manner, it is treated as a denial. Therefore, for this and the next agenda item, the Planning

MORGAN COUNTY COMMISSION MEETING MINUTES

Commission's lack of action is procedurally treated as a denial, even though no meeting or formal vote occurred.

- d. The applicant spoke to the Commission Regarding coordination with UDOT, the applicant explained that discussions have been ongoing for over a year, though primarily focused on other aspects of the property. They clarified that UDOT has indicated no new access will be granted; rather, modifications to the existing access point would be required. As such, they respectfully requested revising the language in Condition #1 from "new access" to "updated access" or similar wording to reflect UDOT's position. Additionally, following prior discussions, the applicant commissioned a traffic study from Hales Engineering, which will accompany their formal application to UDOT. The study outlines vehicle thresholds and potential infrastructure needs (e.g., a deceleration lane if traffic exceeds certain levels). The project is intentionally designed to avoid triggering costly roadway modifications, such as a left-turn lane on Trappers Loop Road.

Commissioner Newton moved to approve a conditional use permit for the day wolves, Mountain Estate CUP, parcel number 00-0681129, serial number 03-005-011-01-8, with the findings and conditions listed in the staff report with one adjustment to condition number one that the word new be stricken just reads access and not new access.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

7. Josh Cook – Discussion/**Public Hearing**/Decision – County Planning Director

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.

- a. Planner 1 introduced this stating, this item addresses a proposed amendment to Section 150.5.999 of the Morgan County Code aimed at modernizing and expanding the county's code enforcement framework. Thanks to significant efforts by the new Planning Office staff members, including Code Compliance Officer Chris and the DA, the amendment removes outdated language, introduces both civil and criminal remedies based on offense severity, and aligns appeal procedures with state law. Additionally, the amendment eliminates broad third-party lawsuit provisions to strengthen enforcement authority and clarifies the civil billing process. The changes involve a comprehensive reorganization, including the deletion and replacement of Section 150.5.999 with a revised version, detailed in the staff report starting on page three. The DA is present to provide further details. Although initially scheduled for Planning Commission review on May 22, that meeting was canceled due to lack of quorum. Consequently, the item has been forwarded to this body with a procedural recommendation of denial.
- b. Commissioner Newton suggested that, given the scope and significance of the proposed changes, the code enforcement amendment should be formally reviewed by the Planning Commission before any action—approval or denial—is taken by this body. He emphasized the importance of obtaining an official recommendation from the commission to ensure thorough evaluation. While recommending a referral back to the Planning Commission, he also encouraged continued discussion at the current meeting to address any immediate questions or concerns.

MORGAN COUNTY COMMISSION MEETING MINUTES

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

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

The Vote was 1 ABSENT, 1 NAY, 3 AYE. The Motion passed.

- **No public comment.**

Commissioner Fackrell moved to close public hearing and reconvene public meeting.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

The Vote was 1 ABSENT, 1 NAY, 3 AYE. The Motion passed.

- Commissioner Newton expressed concerns about the penalty of up to \$1,000 a day and the appeal process.
- The CA supported the streamlined appeal process to reduce ambiguity and legal risk, noting it simplifies matters for both the county and appellants.

Commissioner Fackrell moved to postpone this item so as to be heard by the Planning Commission June 12th.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

The Vote was 1 ABSENT, 1 NAY, 3 AYE. The Motion passed.

8. Josh Cook – Discussion/[Public Hearing](#)/Decision – County Planning Director

Snow Storage Code Text Amendment: A request for approval of a text amendment to modify Morgan County Code to define requirements for snow storage at commercial properties.

- Planner 1 introduced this stating, this item proposes a text amendment to the Morgan County Code to establish snow storage requirements, which currently do not exist. This amendment seeks to improve winter site plan standards by defining snow storage guidelines for various zoning types—particularly commercial—and setting parking regulations and penalties to enhance safety and emergency access during winter months. The initiative follows a directive from the County Commission on February 6 and was developed by the Planning Department. The proposed code (Section 150.5.355) is included in the meeting packet, with key provisions highlighted in red for discussion. The Planning Commission reviewed the item on May 8, held a public hearing (with no public comments), and unanimously recommended approval. Some clarifying questions were raised regarding the minimum requirements, which

MORGAN COUNTY COMMISSION MEETING MINUTES

were set conservatively to avoid regulatory overreach and can be revised over time. Minor formatting issues have been noted and corrected.

- b. Chair Wilson and Commissioner Newton discussed the minimum snow storage requirements, which vary by zone, 30% for residential, 25% for industrial, and 25% for commercial.
- c. The Commission and CA and DA discussed a better number would be 15%.

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

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

- No public comment.

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

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

Commissioner Newton moved to approve the Snow Storage Code Text Amendment with the modifications discussed in today's meeting.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

9. Kate Becker – Discussion/[Public Hearing](#)/Decision – County Administrative Manager County Ordinance CO 25-12 passage of an increase to the transient room tax.

- a. Commissioner Fackrell and Commissioner Newton discussed the potential tax increases, including a transient room tax (TRT) and a sales tax increase for public safety.
- b. Commissioner Fackrell discussed the importance of the TRT in promoting the county and supporting essential services.
- c. Commissioner Newton stated he wanted to clarify a common misconception: property tax revenue is budget-based, meaning it only increases if the county adjusts its budget, which constitutes a tax increase and triggers a public notice to residents. While rising property values might shift the tax burden and lower individual bills, adjusting the budget still results in a formal tax increase. Residents often assume that new developments, like WPR, generate

MORGAN COUNTY COMMISSION MEETING MINUTES

additional revenue. In reality, unless the budget is increased, new properties primarily reduce the tax liability for others rather than bringing in new funds, aside from limited one-time sources such as rollback taxes.

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

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

- No public comment.

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

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

Commissioner Fackrell moved to approve County Ordinance CO-25-12 to increase transient room tax to 4.5%.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

10. Kate Becker – Discussion/**Public Hearing**/Decision – County Administrative Manager

County Ordinance CO 25-13 passage of additional sales and use tax for the funding of Public Safety.

- a. The Commission would like this item postponed, but will hold public hearing for the item.

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

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

MORGAN COUNTY COMMISSION MEETING MINUTES

- No public comment.

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

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

Commissioner Newton moved to postpone item 10, the County Ordinance CO-25-13 to the June 17th meeting.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

11. Lydia Hebdon – Discussion/Decision – Morgan County Recreation Director

Approval and designation of match funding for the FY2025 Community Parks and Recreation Grant.

- a. The CAM introduced this stating The County has been awarded the Community Parks and Recreation Grant for the multi-use fields at the fairgrounds. The Recreation Director is currently focused on other recreation priorities, therefore the CAM has taken the lead on this project. The key financial detail is that the maximum grant amount of \$200,000 was awarded. The remaining project cost of \$329,400 will be covered by the County.

Commissioner Fackrell moved to approve the grant by the Utah Office of Outdoor Recreation for FY2025, community parks and recreation grant for the fairgrounds.

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

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

Discussion and decision on **Resolution CR 25-29** waiving fees for the 2025 Morgala Days.

MORGAN COUNTY COMMISSION MEETING MINUTES

- a. The CAM introduced this stating this request is for a waiver of rental fees for the Morgan County Fairgrounds for a two-day period, as well as standby emergency medical services for the Morgana Days Rodeo. The organization has provided documentation confirming its nonprofit status, holds valid insurance, and has paid the required deposit.

Commissioner Newton moved to approve Resolution CR-25-29.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

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

Discussion and decision on awarding the RFP for the Croydon Fire Department Building and designating funding.

Not discussed per the work session above.

14. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney

Discussion and decision on a finalized interlocal agreement between Morgan County and Wasatch Peaks Ranch Road & Fire District.

- a. The Interlocal agreement with Wasatch Peaks has been reviewed multiple times. Following recent discussions with Johnny Miller and the Wasatch Peaks Road and their Road and Fire District attorney, concerns were raised regarding indemnification and insurance provisions not being covered under UCIP. To ensure compliance with UCIP bylaws and avoid inadvertently affecting governmental immunity, staff recommends postponing the item once more. Staff will continue working with legal counsel to refine the agreement before bringing it back for approval at the next meeting.

Commissioner Newton moved to postpone item 14 until the June 17th meeting.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

15. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney

Discussion and decision on Car Show Event specifically 1) Confirming that the Car Show is a Morgan County supported annual event; 2) Clarify that the volunteers are limited to the organizers/operators of the event and not to the participants; and 3)

MORGAN COUNTY COMMISSION MEETING MINUTES

Discuss the criminal and civil liability for holding a burn out contest, including what precautions can be taken to make the event safe and legal.

- a. The CA introduced this stating he recommended that the Commission formally recognize the car show as a Morgan County-supported annual event for the record, ensuring clear documentation in case of any future claims. Additionally, he asked for clarification regarding volunteer status: only the event organizers and operators, similar to roles at the county fair, should be considered official county volunteers. Participants, such as those bringing cars or vendors, are not county volunteers and should not be treated as such for liability purposes under UCIP coverage.
- b. The CA and Toby Green who is overseeing the Car Show discussed the logistics of the annual car show, including volunteer forms and safety measures.
- c. The CA also focused specifically on the burnout event. After consulting with Sheriff Stark, it was agreed that the activity, as currently conducted, could be classified as reckless driving or a speed contest/exhibition under state law. While the event is not inherently prohibited, it must be restructured to ensure it is conducted safely and legally. Concerns were raised about a reported incident from last year where a vehicle allegedly lost control, underscoring the need to prioritize public safety and proper regulation going forward.
- d. The CA and Toby also explained to the Commission that this year for burnouts they will set up a stationary burnout with safety barricades so that spectators aren't in potential danger.
- e. Toby also mentioned that they would like to potentially look at extending this even to 2 days to get more cars and people out to it.

No motion made, discussion and agreeance to declare this an annual event going forward.

(G) County Administrative Manager Updates

- She received a notice of intent from the City of Morgan to prepare a comprehensive general plan amendment, which likely addresses annexation boundaries. The document will be scanned and distributed shortly.

(H) Commissioner Comments

- Commissioner Blocker
 - She provided updates on the Children's Justice Center ribbon-cutting ceremony and the airport board's progress. The Children's Justice Center is a safe and welcoming space for young children during interviews.
 - The airport board is working on various goals to improve the airport, including new facilities and increased safety measures.
- Commissioner Newton
 - He announced the retirement of the Wasatch Integrated Waste director and the appointment of Preston Lee as the new executive director.
- Commissioner Fackrell
 - He raised concerns about the spread of dyer's woad and the need for a community effort to address it.
- Commission Vice-Chair Nickerson
 - Absent.
- Commission Chair Wilson
 - None.

Commissioner Newton moved to go into closed session to discuss the character and professional competency of an individual.

Seconded by Commissioner Fackrell

MORGAN COUNTY COMMISSION MEETING AGENDA

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

Commissioner Newton moved to convene the closed session where they discussed the character and professional competency of an individual.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson ABSENT

Commissioner Fackrell NAY

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

Adjourn – 8:15 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: _____
Morgan County Commission Chair

DATE:

ATTEST: _____
Morgan County Deputy Clerk/Auditor

DATE

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

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

If you want to participate virtually in any public comment listed on this agenda, you need to contact

Jeremy@morgancountyutah.gov at least 24 hours before the scheduled meeting.



48 W Young St - 886
Morgan, UT 84050

Morgan County Planning & Development Services

NOTICE

The Morgan County Commission is seeking applicants to fill an at-large seats on the Morgan County Planning Commission.

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

Interested individuals may obtain an application from the Morgan County Clerk's office (Rm #18 County Courthouse or (801) 845-4012) or at www.morgancountyutah.gov **Planning & Development** and delivered or mailed to the Clerk's Office. Application window open until filled.

Request for Proposal (RFP)

Morgan Fairgrounds Park Phase One: Design and Construction

Issued by: Morgan County Recreation

RFP Number:

Date Issued: June 17, 2025

Proposal Due: July 8, 2025, 4:00 PM MST

Contact: Kate Becker



 kbecker@morgancountyutah.gov |  (801) 920-0034

Table of Contents

1. Introduction and Purpose
2. Project Background
3. Scope of Work
4. Proposal Requirements
5. Evaluation Criteria
6. Schedule
7. Submission Instructions
8. Terms and Conditions

1. Introduction and Purpose

Morgan County Recreation is requesting proposals from qualified firms for the design and construction of Phase One of the Morgan Fairgrounds Park. This project will develop approximately 5 acres of county-owned open land near the Morgan County Fairgrounds into a multi-use open space grass park, primarily for youth sports and recreation activities.

Partial funding is provided by the Division of Outdoor Recreation Community Parks Grant, with an estimated total budget of \$530,000.

2. Project Background

The designated project site is currently open, undeveloped land adjacent to the Morgan County Fairgrounds (<https://maps.app.goo.gl/8zTsUzrPZ1LX98Do9>). This property is owned by Morgan County and is part of a larger vision to create a connected recreational space for the community.

A master plan has been completed and approved, reflecting extensive community input and planning. The development of this park aligns with the County's long-term goals to expand

recreational offerings, meet growing sports field demands, and enhance community wellness.

3. Scope of Work

Design Phase:

- Site survey and analysis
- Final site design based on approved master plan
- Irrigation and well design
- Landscape and vegetation planning for river berm
- Permitting and coordination with county staff

Construction Phase:

- Site preparation and grading
- Drilling and installation of a functional irrigation well
- Installation of sprinkler/irrigation system
- Planting of sod for recreation fields (approx. 5 acres)
- River berm natural vegetation restoration and stabilization
- Installation of a fence along the river boundary
- Final walk-through and close-out

All work must meet state and county construction standards and adhere to grant compliance guidelines.

4. Proposal Requirements

Proposals must include the following:

- Cover Letter
- Team Qualifications and Relevant Experience
- Project Approach and Timeline
- Itemized Cost Proposal
- List of Similar Projects Completed
- Three Professional References
- Required Forms (W-9, Conflict of Interest Disclosure, etc.)

5. Evaluation Criteria

Proposals will be evaluated using the following weighted criteria:

Experience with Similar Projects: 30%

Team Qualifications: 20%

Cost Proposal: 20%

Project Approach & Timeline: 20%

Local/DBE Involvement: 10%

6. Schedule

RFP Issued: June 17, 2025

Optional Site Visit: June 18, 2025

Questions Due: June 24, 2025

Proposal Submission Deadline: July 8, 2025, 4 PM

Evaluation & Interviews: July 10–15, 2025

Notice of Award: July 22, 2025

Project Start (Target): August 4, 2025

Estimated Completion: October 30, 2025

7. Submission Instructions

Submission Method:

- Email: PDF format to kbecker@morgancountyutah.gov

Label subject line or envelope:

RFP Submission – Morgan Fairgrounds Park Phase One

Submissions must be received by: July 8, 2025, at 4:00 PM MST

Late proposals will not be accepted.

8. Terms and Conditions

- Morgan County reserves the right to reject any or all proposals.
- Selected firm must provide proof of insurance (general liability, worker's comp).
- Contractor may be required to furnish a performance bond.
- All work must comply with local, state, and federal laws and grant funding requirements.
- Payment will follow a progress-based schedule tied to project milestones.

MORGAN COUNTY FAIRGROUNDS ELECTRICAL UPGRADES RFP

Morgan County seeks an infrastructure upgrade for the Morgan County Fairgrounds including LED upgrade to main arena lights.

The fairgrounds is in need of more power to support food trucks, vendors, and future buildings.

- Set a 1200amp 3phase switch gear centrally located by the flagpole. 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.

Panels should support 24 total pedestals with 1-50amp 220volt outlet and 1- 20amp 120volt GFCI outlet. These panels should have room for future growth.

- Should include raceways for Morgan City power. Morgan City power needs to set a High voltage switch and new transformer for this service. Morgan City power will pull and terminate high voltage wires.

Replace 7 pole lights in arena with average of 38 foot candles of light

New 34' pole with LED sports light fixtures.

3-LED Flood lights over bleachers by concession stands that match existing lights

2-LED Flood lights aiming over stock shoots that match existing lights

Use existing control for new poles

Crane and all lifts fees to be included

Prefer use of the existing concrete bases

Budget for fixing base plate bolt patterns

Main Arena

New poles and LED lights

- 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)
- Two light poles on the Northside are to be cut down at least 6" below existing grade (Cement poles to be hauled off by Contractor)
- Four new precast 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 Contractor)
- New wire is to be pulled into all lights using existing conduit (Assuming all existing 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 the four new precast light poles

Include all materials, equipment, and labor for a complete project

Roping Arena

- Remove existing light poles and lights for new light poles (Metal poles and lights are to be turned over to county to haul off)
- Provide new lights and light poles in six (6) locations
- Use existing wiring to all new light poles

Includes all materials, equipment, and labor for a complete project

Exhibit Building Add-on

- Add 200amp 3phase outdoor panel by chain link fence located next to the Exhibit building.
- This includes trenching and backfill.

Parking Lot Upgrade

- Change seven (7) parking lot lights to new LED cobra head fixture
- Run new conduit to the SW corner of the parking lot (by the River Lodge)

Power Pedestals

Install twelve (12) power pedestals [Map attached for location]



Request for Proposal

Morgan County Clerk Office Remodeling Project

Scope of Work

Morgan County will be updating their County Clerk Office to meet the UL752 Rating for bullet resistance. UL752 rating that will need to be met for this project is Level 3. The level 3 rating will be applied to interior and exterior glass, doors and door frames, fiberglass wall paneling, pass thru windows, and deal trays.

Morgan County is also wanting to update the following items within the Clerk's Office:

	Description	Quantity	Units	Unit Price	Amount
1	Demo	1	LS		
2	Remove & Replace Exterior Glass Windows Meet UL 752 Level 3	6	EA		
3	Extend Wall in front of office-Steel Frame-Sheetrock-Insulate wall- 4 Electrical outlets on new wall.	1	LS		
4	Remove two (2) front doors and jams. Replace with UL752 Level 3 doors and jams.	2	EA		
5	Electrical-Update lights to LED lighting- Add 10 additional outlets on perimeter walls	1	LS		
6	Install new grid ceiling in office-Tegular Edge 2x2 15/16" T-Bar	1	LS		
7	Procure & Install Fiberglass wall paneling to meet UL 752 level 3 on all walls within the office.	1	LS		
8	Carpet remove and replace-Install new carpet tiles	1	LS		
9	HVAC-Remove existing Mini split units and install new Mini split units	2	EA		
10	Paint-Paint existing interior walls and new front interior wall. Paint two (2) metal doors and frames	1	LS		



11	Procure and install two (2) pass thru windows and two (2) deal trays that meet UL 752 level 3 rating	2	EA		
12	Mill Work- Two (2) built in desks with three bank drawers per desk and counter space. Include quartz counter top finish for window counters	1	LS		
13	Procure & Install Ballot Drop Box	1	LS		

Project Schedule

The project is to be completed 90 days from start date of work. Work to be scheduled with Morgan County personal.

Contract Conditions and Specifications

Work to be performed in accordance with building codes. UL752 rating will need to be met for this project is Level 3. Level 3 rating will be applied to interior and exterior glass, doors and door frames, fiberglass wall paneling, pass thru windows, and deal trays. *See exhibit 1 for UL 752 Level 3 rating.

UL 752 Reference Chart (See Exhibit 1)

1.0 BULLET RESISTANT ALL GLASS GLAZING Specs

- A. Through the design, manufacturing techniques and material application the TSS Bullet Resistant Polycarbonate Laminated All Poly glazing shall be constructed of polycarbonate core with additional 1/8" polycarbonate layers on each side of glazing.
- B. UL Standard 752 rating shall be Level 3.



C. Thickness of glass shall range from 3/4" to 1-1/4" thick

2.0 BULLET RESISTANT DOOR AND DOOR FRAMES Specs

(Specifier Note: Unlike most other doors, a bullet- or blast-resistant door is provided by one manufacturer as a complete assembly including the door, frame, hardware, and accessories. This must be done because items such as the door, frame, latches, and hinges are of special manufacture and are interdependent parts of resistance. To facilitate the specification of individual door assemblies, the door type, bullet or blast effects, rebound, deformation limits, operating forces, hardware, and accessories for each door are brought together under a blast door assembly specification in Part 2 where assembly specification paragraphs for the various door types are provided.)

A. Design Performance:

1. Through the design, manufacturing techniques and material application the TSS Bullet Resistant Steel Door and Frame Assembly shall be of the non-ricochet type. This design is intended to permit the retention of an attacking projectile lessening the potential of a random injury or lateral penetration.
2. All joints and connections shall be tight, providing hairline points and true alignment of adjacent members.
3. Door assembly swing: [right hand] [eft hand] [reverse swing].

B. Door and Frame Assembly Dimensions: As indicated on the Drawings.

C. Door and Frame Performance:



1. Standard door and frame assembly shall be manufactured to defeat ballistic assaults from a .44 magnum superpower small arms handgun, in accordance with UL Standard 752, Levels 1 through 8.
2. Steel for face plates shall be 14 gauge, with ballistic proprietary core.
 - a. Doors for protection level 4 or higher will utilize HI hard anti-ballistic steel for the protective core.
3. Rails and stiles shall be fully welded to face plates and provide a flush surface on all edges.
4. Door unit shall be pre-hung with a continuous gear hinge in a steel frame.
5. Door and frame shall be mortised and reinforced at the factory for template hardware per hardware schedule.
6. Peepholes, view windows and door scopes shall be pre-drilled and factory installed.

D. Frame Construction:

1. Frame shall provide UL Level 3 protection level to match bullet resistance of door.
2. Non-ricochet type.
3. Frame construction:
 - a. [16 gauge commercial steel].
 - b. [Aluminum ballistic frame.]
4. Steel shall be free of scale, pitting, coil breaks or other surface defects.



5. Frames shall be welded and ground flush.
 6. Standard tolerances shall be +/- 1/16" for frame opening width, height, and diagonal.
- E. Door and Frame Finish:
1. Primed and painted at factory.
 2. Finish painting in field as specified in Division 9.
- F. Glazing: Shall comply with UL 752, Level 1 through 8 protection.
- G. View Window:
1. Match bullet-resistance level of surrounding door and frame assembly.
 2. Size: [_____].
- H. Door Hardware:
- a. Hinges: Continuous HD aluminum hinge (clear anodic coating).
 - b. Lockset: Schlage ND 80 lever.
 - c. Door Stops: 2-piece.
 - d. Anti-Jimmy device: Provide on out-swinging doors.
 - e. [Door Hardware to be factory prepared, provided and installed separately by Contractor].
- I. Field alterations to the construction of the assembly fabricated under the acceptable standards are not allowed unless approved in writing by the manufacturer and the Architect.



- J. Standard manufacturing tolerances +/- 1/16" shall be maintained.

2.1 PERFORMANCE CRITERIA

A. Ballistic Resistant: Specification Level 3

- 1. Level **[3]** in accordance with UL 752 – Testing for Ballistic Resistance for the complete assembly including framing, glazing and panels.

3.0-BULLET RESISTANT FIBERGLASS PANELS

Through the design, manufacturing techniques and material application, the TSS Total Armor Bullet Resistant Fiberglass panels shall be made of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with a thermoset polyester resin and compressed into flat rigid sheets.

TSS Total Armor Bullet Resistant Fiberglass will be rated and tested for UL 752 and NIJ—0108.01 at Level 3.

TSS Total Armor Bullet Resistant Fiberglass Panels in UL 752 tested and rated Levels 4 through 8 shall be available.

4.0-DESIGN PERFORMANCE

- A. Though the design, manufacturing techniques and material application the TSS Hole and Backer Transaction Window shall be of the “non-ricochet” type.
- B. The design is intended 1. to permit the capture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.
- C. The assembly shall provide single transaction positions utilizing an acrylic backer configuration.



- D. The design shall employ an acrylic voice port in transaction glazing to complete the Hole and Backer design.
- E. Each transaction position may have a stainless-steel dip tray as shown on the drawings.
- F. Components shall be manufactured in strict accordance with the specifications, design, and details.
- G. All vision panels shall be cut to size with all exposed edges polished.
- H. Necessary holes shall be predrilled and tapped where required.
- I. Stainless Steel assembly screws and acrylic spacers shall be provided.
- J. Clear anodized angles and channels shall be provided.
- K. Anchor screws shall be provided by the installer.
- L. No field alterations to the construction of the units fabricated under the acceptable standards shall be allowed unless approved by the manufacturer and the architect.
- M. Standard manufacturing tolerances shall be +/- 1/16".
- N. Bullet Resistant Level 31 1/4" LP 1250 Laminated
 1 1/4" All Poly 1250
 1 1/4" TSS-003 L/S Glass Clad

Materials shall meet or exceed UL 752 requirements

5.0 FLAT BOTTOM RECESSED CURRENCY TRAY

- A. Flat Bottom Recessed Currency Tray shall be designed to permit passing of materials under transaction area windows without sacrificing security of the system.



- B. Each transaction position shall have a stainless-steel dip tray as shown on shop drawings.
- C. Material: Tray shall be fabricated from minimum 18-gauge stainless steel and with No. 4 finish.
- D. Tray size: Standard size of tray to be 16 inches by 10 inches from the outside edge of flanges with a clear open depth under the glazing no less than 1-1/2 inch.
- E. Bullet Resistance: Level **[3]** in accordance with UL 752 – Testing for Ballistic Resistance for the complete assembly.
- F. Components shall be manufactured in strict accordance with the specifications, design and details, to be in conformance with required UL ballistics level indicated.
- G. No field alterations to the construction of the units fabricated under the acceptable standards shall be allowed unless approved by the manufacturer and the architect.
- H. Standard manufacturing tolerances shall be +/- 1/16".

6.0 BALLOT DROP BOX SPECS (See Exhibit 2)

- A. Weight 220 lbs
- B. Product Dimensions
 - a. Cabinet: 24" x 24" x 54" Tall
 - b. Chute Opening: 21" x 0.5"
- C. Security-Anti Phishing/Tampering Technology, Anti-Pry Access Door, Double locking Access Door, Internal Anchors, Registered, Double Bitted Key, Sloped Entry, Tamper Resistant Chute
- D. Compliance-ADA Title II and Title III compliant
- E. Material Finish Stainless Steel



F. Mounting on Concrete

G. Capacity 2,445 Balleys



Exhibit 1-UL 752 Rating Chart













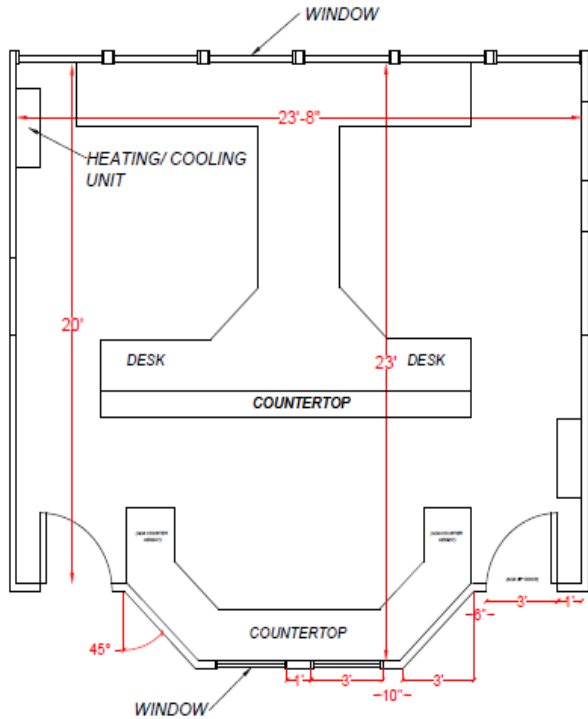
UL RATING	WEAPON	AMMUNITION	WEIGHT	VELOCITY	SHOTS	TYPICAL USES	BALLISTIC MATERIAL APPROXIMATE THICKNESS
1	 9mm Pistol	 9mm Full Metal Copper Jacket with Lead Core	124 grains 8 grams	1175 FPS to 1293 FPS		Gas stations Banks Pharmacies Retail Shops	L1 Glazing 0.5"-1.25" L1 Fiberglass 0.25" Armor Plate 0.25"
2	 .357 Magnum Pistol	 .357 Magnum Jacketed Lead Soft Point	158 grains 10.2 grams	1250 FPS to 1375 FPS		Gas stations Banks Pharmacies Retail Shops	Glazing 0.75"-1.375" Fiberglass 0.375" Armor Plate 0.25"
3	 .44 Magnum Pistol	 .44 Magnum Lead Semi-Wadcutter Gas Checked	240 grains 15.6 grams	1350 FPS to 1485 FPS		Schools Utilities Police Stations Municipal Offices	Glazing 1.25" Fiberglass 0.5" Armor Plate 0.25"
4	 .30 Caliber Rifle	 .30 Caliber Rifle Lead Core Soft Point	180 grains 11.7 grams	2540 FPS to 2794 FPS		Government Military Elevated Risk Areas	Glazing 1.5" Fiberglass 1.375" Armor Plate 0.25"
5	 7.62mm Rifle	 7.62mm Rifle Lead Core Full Metal Copper Jacket Military Ball	150 grains 9.7 grams	2750 FPS to 3025 FPS		Government Military Elevated Risk Areas	Glazing 1.625" Fiberglass 1.375" Armor Plate 0.3125"
6	 9mm Submachine Gun	 9mm Full Metal Copper Jacket with Lead Core	124 grains 8 grams	1400 FPS to 1540 FPS		Government Military Elevated Risk Areas	Glazing 1.25" Fiberglass 0.5" Armor Plate 0.25"
7	 5.56mm Rifle	 5.56mm Rifle Full Metal Copper Jacket with Lead Core	55 grains 3.56 grams	3080 FPS to 3388 FPS		Government Military Elevated Risk Areas	Glazing 2.1875" Fiberglass 1.625" Armor Plate 0.25"
8	 7.62mm Rifle	 7.62mm Rifle Lead Core Full Metal Copper Jacket Military Ball	150 grains 9.7 grams	2750 FPS to 3025 FPS		Government Military Elevated Risk Areas	Glazing 2.5" Fiberglass 1.625" Armor Plate 0.3125"

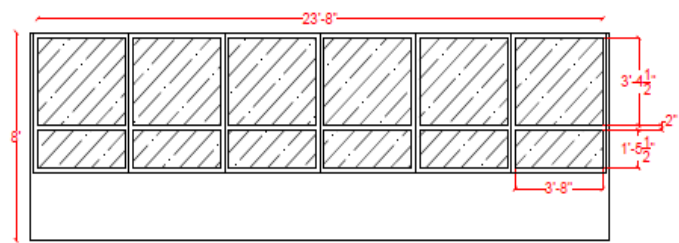


Exhibit 2-Ballot Box

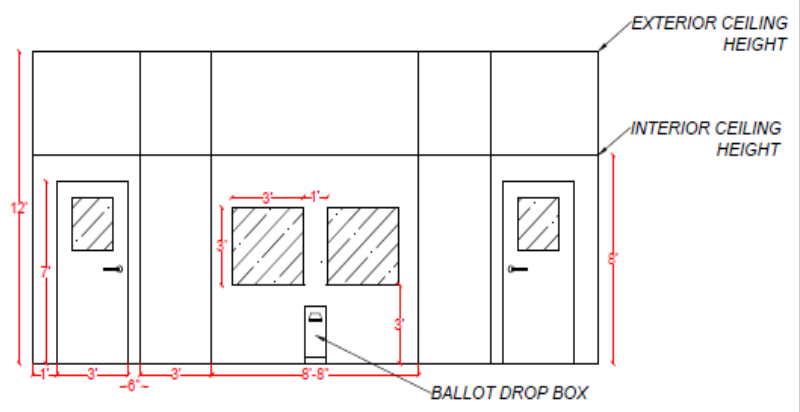




TOP VIEW



BACK WALL/ WINDOW DIM.



FRONT VIEW



488 N. INDUSTRIAL
ROAD MORGAN,
UT 84050
(801)-791-7945

REV.	DATE	APP.

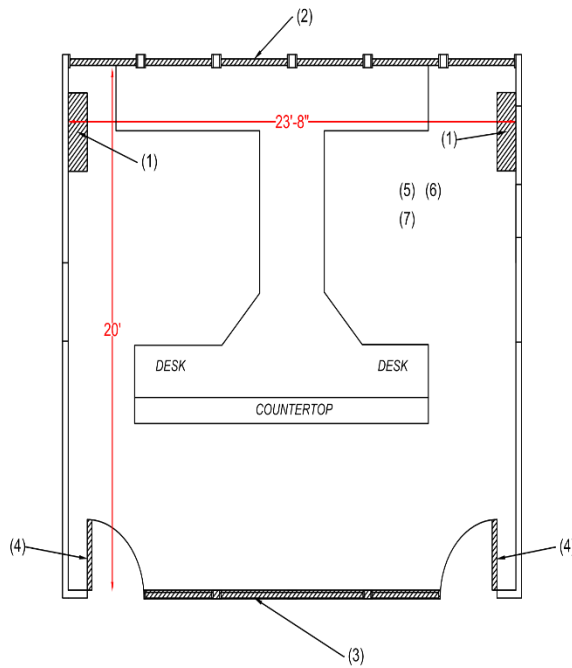
DESIGNED	DATE
DRAWN	SCALE
CHECKED	

CLERKS OFFICE FLOOR PLAN
(REV 2)
PROJECT LOCATION: MORGAN COUNTY



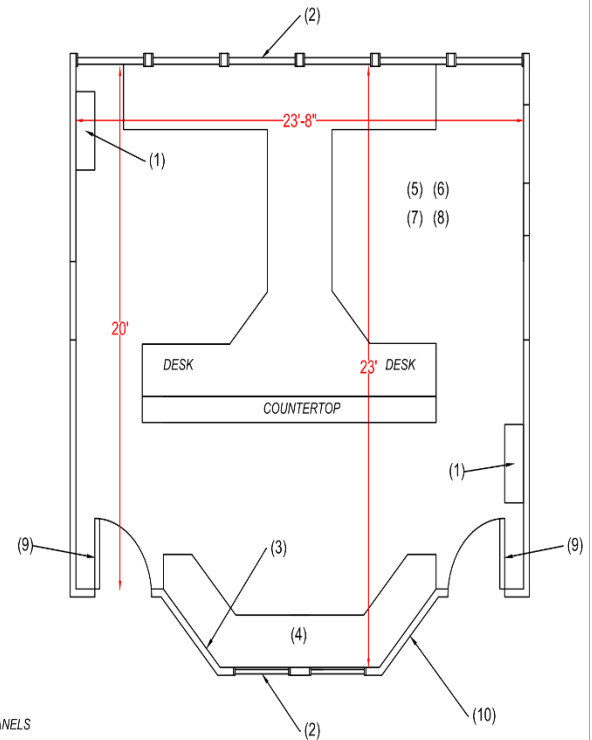
DEMOLITION SCOPE

1. REMOVE EXISTING AIR CONDITIONER
2. REMOVE EXISTING GLASS WINDOWS
3. REMOVE WALL
4. REMOVE EXISTING DOORS
5. REMOVE EXISTING ELECTRICAL CONNECTIONS
6. REMOVE FLOORING & CARPET TILES
7. REMOVE CEILING TILE AND LIGHTING



FINISHES SCOPE

1. DUCTLESS MINI SPLIT AIR CONDITIONER W/ HEAT
2. BULLET RESISTANT LEVEL 3 GLASS WINDOWS
3. MOVE/ADD ELECTRICAL CONNECTIONS
4. COUNTERTOP/ BUILT IN DESKS
5. PAINT (ALL INTERIOR WALLS)
6. FLOORING & CARPET TILES
7. LED LIGHTING
8. GRID CEILING W/ TILES
9. BULLET RESISTANT LEVEL 3 DOORS/ JAMS
10. EXTEND FRONT OFFICE WALL /ADD FIBERGLASS PANELS



488 N. INDUSTRIAL
ROAD MORGAN,
UT 84050
(801)-791-7945

REV.	DATE	APPR.

DESIGNED BY	DATE
DRAWN BY	SCALE
CHECKED BY	

**CLERKS OFFICE FLOOR PLAN
SCHEMATIC**

PROJECT LOCATION: MORGAN COUNTY

SHEET
1
OF 2 SHEETS

Resolution CR 25-30

Morgan County Fairgrounds Policy & Rental Agreement for Arenas and Facilities

Contents:

- Morgan County Policy for Fairgrounds Arenas and Facilities
- Morgan County Fairground Board
- Reservation Procedure
- Application Process
- Facilities with fees and deposits
- Conditions or Requirements with fees and deposits
- Permits and Licenses
- Insurance
- Groups Exempt from Rental Fees
- Groups Exempt from Deposit Fees
- Prohibitions
- Liability
- Check-in/check-out
- Cleaning Checklist
- Rules

Morgan County Policy for Fairgrounds Properties:

If you would like to rent an arena or facility at the Morgan County Fairgrounds you will need to complete and submit a "Rental Agreement Application" form available online at _____ . A hard copy may also be obtained from the Morgan County Fairgrounds Manager.

Before completing the application, please carefully read this entire agreement.

Important Things to Remember:

- A complete application must be submitted at least 30 days prior to your event.
- A completed contract, proof of insurance, required permits, fees, and deposit must be submitted at least 20 days prior to your event.
- Any required additional requirements, permits, fees, and/or deposits must be submitted at least 10 days prior to your event.

Questions: Please email or call the Morgan County Fairgrounds Manager, Cindee Mikesell at cmikesell@morgancountyutah.gov or (801) 845-4010.

MORGAN COUNTY FAIRGROUNDS BOARD

The Morgan County Fairgrounds Board was established to oversee and assist Morgan County Council and County employees in maintaining and improving the fairgrounds. The board is responsible to hold a meeting in January of each year to approve the initial fairgrounds schedule before opening reservations to the public. The board is responsible to set rental fees, policies, procedures, and discuss fairgrounds improvements. Exemptions from fees require county commission approval. All major changes/improvement should be presented to the fairgrounds board for approval before taken to the County Commission.

The fairgrounds board consists of a total of 9 voting members from each of the following:

Fair Board	Morgan High School Rodeo Club
Junior Livestock	Morgan County Public Works
Lions Club	Fairgrounds Board Secretary
Horse 4-H	Two Morgan County Commissioners

A Chairperson is selected from the board members.

Each group listed above may have two members on the board, but will be allowed only one vote per group.

- Example: The fair board has two members on the fairgrounds board but they only get 1 vote to represent their group.

A quorum does not need to be present to pass an item. A majority vote from the members attending the meeting may pass any item voted on at such meeting.

MORGAN COUNTY POLICY FOR RENTAL OF FAIRGROUND ARENAS AND FACILITIES

Reservation Procedure:

Reservations for the current calendar year shall be available upon approval of the Fairgrounds schedule by the Morgan County Commission. To begin the reservation process, applicants must complete an application, available online at _____. Hard copies are also available from the County Fairgrounds Manager. All reservations and rentals of the Fairgrounds shall be coordinated through the County Fairgrounds Manager.

Reservation Calendar

Tentative reservations may be placed on the Fairgrounds calendar as a courtesy to reflect interest in a specific date; however, a tentative reservation does **not** guarantee or hold that date. A reservation will not be confirmed—and will not be secured on the calendar—until all required items are received, including a completed contract, proof of insurance, proof of any required permits, and payment of any applicable deposit or fees. Deposit and fees must be paid upon submittal of application.

In the event that another applicant completes all reservation requirements for the same date before a tentative reservation is finalized, the County may grant the confirmed reservation to the other applicant. Tentative reservations are subject to cancellation at any time and shall not be construed as a guarantee or binding agreement for use of the Fairgrounds.

Application Process:

A Rental Agreement Application must be fully completed and submitted at least 30 days prior to the scheduled event.

The County Fairgrounds Manager will provide the application to appropriate County departments. Those County departments will review each application and departments may impose appropriate conditions, requirements, deposits, and fees to protect the health, safety, and welfare of the public. The County Fairgrounds Manager shall provide a contract based upon the County's requirements for the scheduled event to the applicant within seven days.

A completed contract, proof of insurance, proof of required permits, fees, and full deposit must be provided to the County Fairgrounds Manager 20 days before the scheduled event. Any additionally required services, conditions, or fees must be provided at least 10 days before the event.

Facilities:

Facilities	Hourly 0 to 4	Daily 4 + hours	Utilities Hourly/Daily	Deposit Hourly/Daily	Total	Signed off by:
Main Arena						

North Arena/High School Arena						
Exhibit Building						
Main Food Booth						
Small Food Booth						
All other areas: Livestock pavilion, grass area, bowery, and grounds						
Entire Fairgrounds						
Arena Grooming*						
Other:						
Square footage rental:						
						Subtotal of Rental Fees and Deposits: \$ _____

***Only authorized County staff may operate County equipment for arena grooming.**

Conditions or Requirements:

*Services:	Required/ Requested	Hourly 0 to 4	Daily 4 + hours	Utilities Hourly/ Daily	Deposit Hourly/ Daily	Total:	Signed off by:
EMS							
Fire							

Sheriff/security plan/internal security							
Parking/traffic: Signs, barricades, cones, regulations							
Special electric/lighting							
Other public safety							
First aid supplies/ Assistance							
Extra trash containers/ Removal							
Extra toilet and sanitation facilities							
Odor prevention							
Noise prevention							
Other:							
Other:							
							Subtotal of costs for Services: \$ _____

TOTAL RENTAL, DEPOSIT, AND SERVICE COSTS DUE: \$ _____

*Specific details for any of the above conditions or requirements:

Permits and licenses:

Food Booth. Food Booth rental for concessions, other than non-profit organizations, require a business license and Utah State Sales Tax Certificate and number. A Food Handlers Permit is also required for rental of food booths.

Mass Gatherings. Events lasting over 2 hours with expected attendance of over 500, must apply for a Mass Gathering permit through the Health Department.

Business license. A business license and/or permits may be needed for events being held at the Morgan County Fairgrounds. To determine if a business license and/or permits are needed for an event please call the Morgan County Clerk's Office at 801-829-6811.

Permits/licenses:	Required	Obtained	Signed off by:
Business			
Food Handler			
Mass Gathering			
UT State Tax Id.			

Insurance:

Insurance. Unless exempt, applicant/renter shall provide liability insurance, with minimum limits of \$1,000,000.00 per occurrence. The insurance certificate must name Morgan County, its officers, officials, employees, and agents as a certificate holder and as a primary and non-contributory additional beneficiary to any such policy. A copy of said insurance certificate must be provided to the County Attorney's Office at least 20 days prior to the event for approval. Failure to provide said insurance certificate shall result in cancellation of the event.

The following events may require minimum limits of \$5,000,000.00:

- Concerts
- Dances
- Events involving animals
- Events wherein the Renter brings its own equipment such as trampolines, rides, games, etc.
- Carnivals
- Truck pulls, motorcycle events, etc.
- Other events as determined on a case by case basis for the health, safety, and welfare of the County and its residents.

Insurance	Amount	Obtained	Signed off by:

Groups Exempt from Rental Fees:

Any entity besides those listed below who wish to be exempt from fairgrounds rental payments **must obtain approval from the Morgan County Commission.**

Approved exempt groups include:

Morgan County Lions Club	Morgan County FFA
Morgan County Rodeo Club	Morgan County Riding Club
Morgan County Junior Livestock	Morgan County Search and Rescue
Morgan County 4-H	

Approved exempt groups must still provide liability insurance for the event unless they are covered under the County's insurance for said event.

Groups Exempt from Deposit Fees:

The only groups exempt from paying the deposit are the Morgan County 4-H and FFA programs.

Prohibitions:

No alcohol or drugs, in any form, may be possessed nor consumed on County Fairgrounds property as per Morgan County Ordinance No. CO-00-05.

Smoking is prohibited as per the Weber-Morgan Board of Health Regulations on smoking in outdoor public places.

No lighted candles, flammable materials, explosives, or fireworks may be brought into nor used in any County indoor facility.

Renters shall be required to comply with and obey all laws, rules, regulations, and ordinances, whether Federal, State, or county, including the County noise ordinance.

Liability:

Renter acknowledges and accepts that they are renting all facilities and grounds at their own risk and in their current "as-is" condition. Morgan County makes no warranty or representation as to the condition or suitability of the facilities for any particular purpose.

Morgan County shall not be liable for damage claims due to injury to persons or property from any cause related to the occupancy of the premises by the Renter, 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 Renter 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 all costs associated with claims, including but not limited to judgements and cost of defense. Renter'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 Renter will be obligated to indemnify the Morgan County to the fullest extent allowed by law whether or not the Renter has secured insurance to finance those indemnification obligations.

Altering of Fairgrounds:

Renting the fairgrounds DOES NOT grant one the authority to alter any portion of the fairgrounds. If you are wishing to change the fairgrounds setup in any way you must get permission from Public Works Director, Bret Heiner.

For example, Renter may not move bleachers, panels, or picnic tables without obtaining prior permission from Fairgrounds Manager.

Force Majeure

Neither Morgan County nor the Renter shall be held liable for any failure to perform their obligations under this agreement due to unforeseen events beyond their reasonable control. These events may include, but are not limited to, acts of God, natural disasters, fires, floods, severe weather, earthquakes, epidemics or pandemics, acts of war or terrorism, civil unrest, labor strikes, governmental orders, or any other emergency or circumstance that renders performance impossible or impracticable.

In such cases, the affected party shall notify the other party as soon as reasonably possible. Any prepaid deposits or fees may be refunded or rescheduled at the County's discretion based on the circumstances of the cancellation.

Check-in/check out:

The Fairgrounds Manager or his/her designee shall unlock any locked rented facilities at the start of the event. Renter shall not be given keys to the facilities. Renter should note any damages or trash upon entering facilities and immediately report them to Fairgrounds Manager.

At conclusion of the event, Fairgrounds Manager or his/her designee shall inspect the facilities for cleanliness and damages. Any cleaning costs or damage costs shall be deducted from the deposit. Renter is responsible for any costs exceeding the deposit amount.

Prior to end of the rental, Renter shall complete the following checklist:

Clean-up checklist:

Prior to expiration of rental term, Renter shall clean and remove trash. Fairgrounds shall be left in the same or better condition than at start of rental. Renter shall at a minimum complete the following checklist where applicable:

- ____ 1. Pick up all trash in and around buildings, arenas, under bleachers, grounds, and parking area. Empty trash containers including bathroom trash containers. Place trash in dumpster or haul away. Rinse out trash containers, if necessary.
- ____ 2. Remove all food and beverages from premises including from refrigerator.
- ____ 3. Wipe down counters, clean and degrease grills and grill areas, and clean any spills in refrigerator.
- ____ 4. Clean exhaust hood. Exhaust hood must be free from grease.
- ____ 5. Sweep and mop floors.
- ____ 6. Make sure toilets are flushed, facets are off, and any messes cleaned from bathrooms.
- ____ 7. Take down any decorations and remove all personal property or any property brought onto Fairgrounds. Morgan County is not responsible for any lost, damaged, or stolen property. Any property left on Fairgrounds, shall be disposed of by Morgan County.
- ____ 8. Clean and return to proper place any Fairground utensils or property.
- ____ 9. Tables and chairs should be wiped down and returned to proper storage areas.
- ____ 10. Remove all obstacles, jumps, barrels, etc. from arena to their proper places.
- ____ 11. Make sure fire and/or hot coals are completely extinguished in grills and firepits and cleaned, if necessary.
- ____ 12. Other requirements:

Renter:

DATE: _____

TIME: _____ .m.

Signed _____

Printed name: _____

Cleaning and Damage Inspection list:

Cleaning:

Damages:

Cost to clean and/or repair/replace damages: _____

Deposit amount: _____

Deposit amount returned to Renter: _____

Amount due in excess of deposit: _____

Morgan County Fairgrounds Manager:

By: _____

Morgan County Fairgrounds Manager/designee

MORGAN COUNTY FAIRGROUNDS RULES

- Morgan County Fairgrounds facilities are used at the personal risk of all patrons.
- Morgan County Fairgrounds Board, under the direction of the Morgan County Commission reserves the right to recommend changes to rules, policies and procedures at any time as deemed necessary, and reserves the right to prohibit any event, activity or vendor from using the fairgrounds facilities, if deemed inappropriate.
- No alcoholic beverages or drugs in any form may be possessed nor consumed on Fairground property, as per Ordinance No. CO-00-05.
- No smoking is allowed on Fairgrounds.
- All pets must be on a leash, and owner must clean up after their pets.
- Morgan County is not responsible for lost or stolen articles.
- Depending on the event, security may be required at the expense of the event organizers.
- Persons making reservations for special events will be responsible for collecting all fees for their group.
- Free riders must be out of the arena 2 hours prior to any event. Please check the reservation schedule for events. Reservations will be posted on a monthly basis at both the Fairgrounds and the Courthouse. All scheduled reservations are subject to change without notice.
- Parking is allowed only in designated areas.
- Promoters/Patrons are responsible for all clean up and or damages to facilities. Required clean up includes litter inside buildings, arenas, under bleachers, around outside of buildings and parking areas. Clean up all trash and litter and deposit in the provided dumpster.
- Users must remove all obstacles, jumps, barrels, etc. to the outside of the arenas after practice or events.
- When using the picnic areas, fires are allowed only in grills and fire pits, and must be attended at all times and extinguished before leaving. Never place hot coals in any garbage receptacles.
- When using the picnic areas, leave the grounds in better condition than when you arrived. Clean up all trash and litter and deposit in the provided dumpster.
- Do not tamper with the sprinkler system, lights, fences or any other Fairground property.
- Payment for any damage will be the responsibility of the event organizer.
- Failure to comply with any of the listed rules may result in immediate termination of the rental and denial of future applications.

In case of an emergency, call 911. Report any accidents or damages to the Fairgrounds Manager immediately.

By Signing this Agreement, I Acknowledge and Agree to the Following:

I, _____, am authorized on behalf of _____, to enter into this contract and bind _____ to the all terms, and do further hereby state that:

I have read and understand the above Policy.

I agree to all the terms and conditions of the above Policy.

The information I have provided in my application and in completion of this contract is true, correct, and complete.

I agree to adhere to all rules, regulations, and policies established by Morgan County.

I understand that an Event Permit does not authorize any violation of the provisions of Morgan County Code or any other code or law, rule, regulation, or ordinance.

I agree to waive and release all rights and claims that might be had against Morgan County, its employees, officers, boards, or agents. I further agree to 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 all costs associated with claims, including but not limited to judgements and cost of defense. My 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 I will be obligated to indemnify the Morgan County to the fullest extent allowed by law whether or not I have secured insurance to finance those indemnification obligations.

Dated this ____ day of _____, 2025.

Signature of Renter: _____

For Internal Use Only:

Rental Fee Waved: _____ YES _____ NO

Morgan County Commission: _____ Date: _____

Payment Received By:

Morgan County Treasurer: _____ Date: _____

Deposit Paid: _____ Date: _____] Fee Paid: _____ Date: _____

Contract Approved:

I certify that the Renter has obtained and provided proof of all required permits, licenses, insurance, conditions and requirements, and has paid all fees and deposit due.

Morgan County Fairgrounds Manager: _____

Date: _____

Comments: _____

Deposit Return/Additional Costs:

_____ Renter is entitled to full return of deposit.

_____ Renter is entitled to a partial return of deposit in the amount of _____.

_____ Renter owes additional costs for cleaning/damages in the amount of _____.

Morgan County Fairgrounds Manager: _____

Date: _____

Amount Returned: _____

Amount still due: _____

By: Morgan County Treasurer: _____ Date: _____

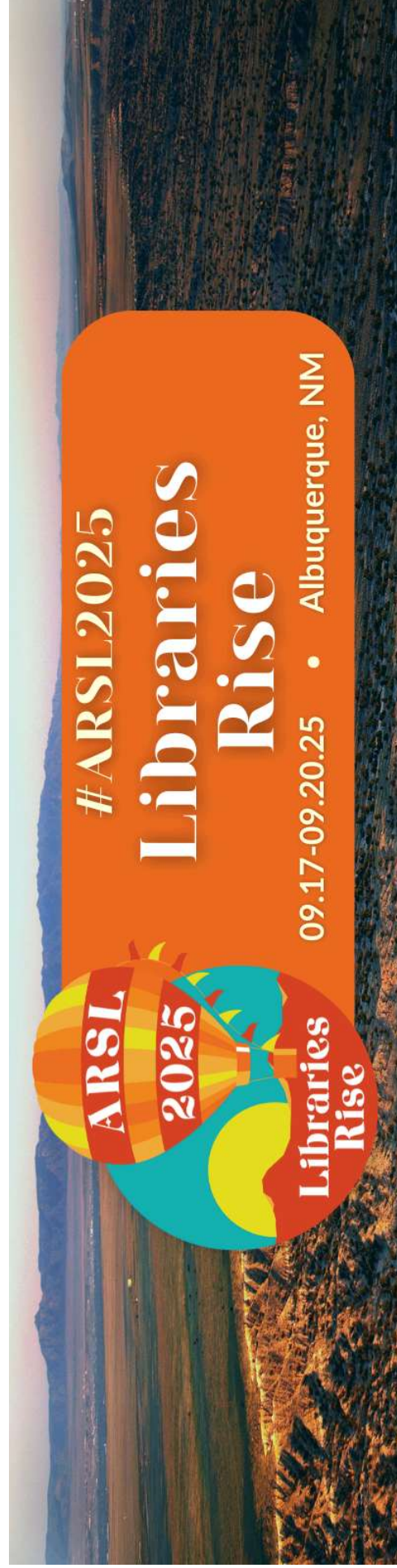
Amounts still due are shall be submitted to the Morgan County Treasurer within 10 days of mailing of this bill. Amounts not paid within said 10 days may be subject to collection by Morgan County.



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- Leadership Institute



2025 ARSL Conference

When: September 17-20, 2025

Where: [Albuquerque Convention Center](#), Albuquerque, New Mexico

IMPORTANT NOTICE

Both conference hotels are currently [available for booking](#). Any communications offering bookings not from info@arsl.org are **fraudulent**. Please only book hotel lodgings through the links available on the [Conference Hotels page](#).

About the Conference

#ARSL2025 is *the* conference for rural and small libraries. Our conference planners and presenters understand the constraints of shoestring budgets, small spaces, and limited staffing within small and rural libraries, as well as the unique opportunities for innovation and collaboration. Our conference is packed full of information you can take right back to your library—no scaling down required.

This year's conference theme is [Libraries Rise!](#)

This theme captures the **resilience, innovation, and collaboration** that define small and rural libraries. We recognize the challenges our communities face—tight budgets, small spaces, and limited staffing—but also the incredible creativity and determination that allow us to soar despite these obstacles.

Registration Timeline

May 20: Early Bird Registration Opens

July 15: Early Bird Deadline

Registration Rates

Library Students: Interested in Gaining Conference Experience?

ARSL is looking for enthusiastic library students to assist with the 2025 ARSL Conference in Albuquerque! This is a great opportunity to support the event, connect with professionals in the field, and gain hands-on experience.



Limit of 3 Minutes

- *Please do not repeat previously stated comments**
- *The Commission cannot respond –
This is not a Q & A**
- *Please Be Respectful**

Thank you for being here!



Airport Presentation

June 2025

Annual Update

- **New Elected Board of Directors**
- **49 Hangers**
- **150 Aircraft in Hangers - FULL**
- **New Fuel Capability (June 2025)**
- **Topics Tonight**
 - **Goals**
 - **Budget**
 - **Infrastructure**
 - **Future**

Goals

- **Safety – First and Always**
- **Maintain / Improve Economic Viability**
- **Beautification**

Safety

- **Repair and Replace Wind Socks (Looks Like a Sock)**
 - **Visual Wind Conditions**
- **New Weather Station**
 - **Broadcast Existing Weather Conditions**
 - **Available via Radio, iPad Apps, text**
 - **Available 24/7 Globally**

Economics

- **Current Budget \$105K**
- **CY 2026 \$120K**
- **New 2025 Revenue from Fuel Sales (\$3K)**
- **Wind Socks in Existing Budget**
- **Weather Station Will Use Remaining Excess Funds**
 - **Working with Staff to Reallocate Budget Lines**
 - **Add Extra Features in 2026**

Beautification

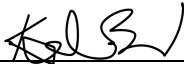
- **Not the Prettiest Airport**
- **But – We are now Essentially At Capacity**
- **Working With Water Board for Minor Quantity of Water**
 - **Irrigate Boundary Area Near Residential Areas**
- **Improvements**
 - **Visual Barriers**
 - **Berms**
 - **Landscape**

Future

- **Safe Operation**
- **Economic Viability**
 - **2026 Budget is Sufficient**
- **Be A Good Neighbor**



2025 BUDGET CHANGE FORM

Date	<u>6/11/2025</u>
Department	<u>Information Technology</u>
Department Head Signature	<u></u>
	<u>Kate Becker</u>
Amount	<u>1,753</u>
Move from GL Account#	<u>10-2951-000-000</u>
Move to GL Account #	<u>10-4149-310-000</u>

Increase in Caselle Software

Clerk/Auditor Use Only

Date Entered

INVOICE

Caselle, LLC
1656 S. East Bay Blvd
Suite 100
Provo UT 84606



Phone: 800-228-9851
Fax: 801-850-5001
Billing Inquires: 801-850-5033

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

Invoice Date: 06/01/2025
Invoice Due Date: 07/01/2025
Invoice Number: INV-07461
Client Number: C-11651

Invoice Message

Annual Maintenance and Support - 07/01/2025 to 06/30/2026

Description	Amount
Maintenance and Support	\$24,792.00

Subtotal \$24,792.00
Tax \$0.00
Total \$24,792.00

Balance is payable upon invoice terms or previously agreed upon terms.

Please note that our payment instructions have changed.

Please send ACH or wire payment to:	Mail payment to:	Reference:
Bridge Bank, a division of Western Alliance Bank Routing No: 121143260 Account No: 8297214826	Caselle LLC 1656 S East Bay Blvd Suite 100 Provo UT 84606	Client Number: C-11651 Invoice Number: INV-07461 Amount Enclosed: \$

MESSAGE

Interest at 1.5% per month will be charged on all accounts 30 days past due.

Cancellation of orders for software are subject to a cancellation fee of 10%, if cancelled within 30 days of order, or 25%, if cancelled within 60 days of order. Cancellations after 60 days will receive no credit.



2025 BUDGET CHANGE FORM

Date 6/12/25

Department Recorder

Department Head Signature *Shaun Rose*

Amount 2161.95

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

Move to GL Account # 10-4144-110-000

INCREASE IN GIS ROLES / RESPONSIBILITIES AND
JOB TITLE CHANGE.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Date 6/12/25

Department Recorder

Department Head Signature *Shaun Rose*

Amount 507.02

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

Move to GL Account # 10-4144-130-000

INCREASE IN GIS ROLES/RESPONSIBILITIES
AND JOB TITLE CHANGE.

Clerk/Auditor Use Only

Date Entered



2025 BUDGET CHANGE FORM

Date	6/11/2025
Department	Recorder
Department Head Signature	Kate Becker
Amount	1,400
Move from GL Account#	10-3412-000-000 [Increase Revenue Estimate]
Move to GL Account #	10-4144-300-000 *NEW
	Pass through fees Medici

Expense line for the pass-through fees for online recordings with Medici; The offsetting revenue will still be in line 10-3412-000-000

Clerk/Auditor Use Only	
Date Entered	

Kate Becker

From: Bret Heiner
Sent: Monday, May 5, 2025 3:17 PM
To: Kate Becker
Subject: Public work overtime .

Kate the commissioners wanted me to figure out what our over time is averaged over the last three years .

Public works overtime .

Snow removal . 34,750.00

Fair and fairground . 8,875.00

Misc . Overtime . 9,778.00

53,403.00 Total

Kate I sent this to you back in 10-01-2024

For budget purposes .

Mike and Jared requested it for 2025 budget .

`

Bret



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date:	06/17/2025	Time Requested:	
Name:	Buster Delmonte	Phone:	(801) 791-2122
Address:			
Email:	subscriptions@9line.us	Fax:	
Associated County Department:	Planning		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Request consideration for budget neutral offset of development fees to fix years of dumping and overburden at airport from other parties. Bid to remove the overburden is \$65,000. Does not seem fair this was left behind by Wardell and others and now 9Line is stuck with the ball. Believe there's a good faith way for 9Line to fix the problem in a budget neutral way. Bid attached - see highlighted section on pg 4 of 5.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Mecham Brothers, Inc.

Excavating - Grading - Hauling

5792 S. 3600 W.

Roy, UT 84067

Phone: (801) 985-1115

info@mechambrothers.com

Bid Proposal

Date: May 15, 2025

Contractor: Mecham Brothers, Inc.

Buyer: Rocky Mountain Home Builders

Project: Hangars 2-4 Site Work

Bid Breakdown

Description	Total Quantity	Unit Price	Total Price
Excavation	3 EA	\$2,750.00	\$8,250.00
Backfill & Compaction (inside & outside)	3 EA	\$8,920.00	\$26,760.00
Furnish & Install Rock (inside)	330 Ton	\$40.00	\$13,200.00
Prep Approach for Concrete	3 EA	\$2,710.00	\$8,130.00
Waterline - 1" service from meter (30 LF)	90 LF	\$45.00	\$4,050.00
Sewer - 4" DWV (50 LF)	150 LF	\$50.00	\$7,500.00
Grease Separator (24" Catch Basin & Connection)	3 EA	\$7,250.00	\$21,750.00
Export Excess Fill (Onsite) - 190 CY	570 CY	\$10.00	\$5,700.00

Total Bid Price: \$95,340.00

Cost Per Building: \$31,780.00

Project: Site Improvements – Mountain Green Airport

Scope of Work

This bid includes the installation of sewer and water infrastructure, asphalt parking and runway preparation, and the hauling and placement of excess material at the north end of the airport. The following is a breakdown of the proposed work:

Sewer Improvements

#	Description	Qty	Unit Price	Total
1	Traffic Control w/ Plan to County	LS	\$2,500.00	\$2,500.00
2	County Road Cut Fee	2 EA	\$4,800.00	\$9,600.00
3	Saw Cut Asphalt (50' per location)	100 LF	\$3.00	\$300.00
4	Tie to Existing Sewer Main	2 EA	\$3,885.00	\$7,770.00
5	New 4" Sewer Laterals	275 LF	\$85.00	\$23,375.00
6	New 4" Sewer Cleanouts	5 EA	\$975.00	\$4,875.00
7	Scratch & Patch Roadway (Testing Included)	2 EA	\$5,100.00	\$10,200.00

Sewer Subtotal: \$58,620.00

Water Improvements

#	Description	Qty	Unit Price	Total
1	Relocate Existing Fire Hydrant	LS	\$5,900.00	\$5,900.00

2	New 8" Main Waterline	196 LF	\$80.00	\$15,680.00
3	Connect to Existing 8" Water Main	LS	\$1,300.00	\$1,300.00
4	New Lateral Tie-Ins	5 EA	\$1,500.00	\$7,500.00
5	New 1" Water Service Line to Meter	400 LF	\$60.00	\$24,000.00
6	New Water Meter & Box	5 EA	\$1,550.00	\$7,750.00

Water Subtotal: \$62,130.00

Asphalt Parking & Runway

#	Description	Qty	Unit Price	Total
1	Furnish & Install Roadbase (Testing Included)	3200 Ton	\$33.25	\$106,400.00
2	Striping (Parking & Stalls)	LS	\$1,105.00	\$1,105.00
3	Fine Grade	67403 SF	\$.23	\$15,502.69
4	3" Asphalt	67403 SF	\$2.05	\$138,176.15

**Asphalt
Subtotal
\$261,183.84**

Excess Material Handling

#	Description	Qty	Unit Price	Total
1	Haul & Place Excess Material (North End)	LS	\$65,000.00	\$65,000.00

Excess Material Subtotal: \$65,000.00

TOTAL BID: \$446,933.84

Notes & Exclusions

- Pricing based on current excavation and material rates; subject to change with market conditions.
- All permits, bonds, and testing (including compaction testing) are excluded unless noted.
- Surveying and layout by others.
- Does not include rock excavation, blasting, or unsuitable subgrade removal.
- Winter conditions (frozen ground, snow, etc.) not included.
- No utility work included unless specifically noted.
- Backfill assumes suitable on-site material unless otherwise specified.
- Site must be accessible and staked prior to mobilization.
- Any import/export of material not listed above will be considered extra work.
- This proposal does not include the following:
 - Final sewer and water connections into Buildings 1 & 5
 - Excavation, backfill, or prep work for Buildings 1 & 5
 - Any storm drain pipe, manholes, rock work, or detention basin
 - Any retaining walls

Terms & Conditions

All work to be performed in accordance with applicable codes and standards. This bid is valid for 30 days. Final price may be subject to change based on field conditions, material availability, or requested changes to scope.

Personal Guarantee

I/we unconditionally and individually guarantee the performance of the Buyer under the terms and conditions of the above contract, including all payments and any charges specified therein, including interest, attorneys' fees and costs. This guarantee may not be withdrawn unless agreed to in writing by Contractor.

Date _____ Guarantor: _____

Payment Terms:

TERMS OF PAYMENT: Buyer shall pay Contractor in full at Contractor's address set forth above within thirty (30) days following the date of Contractor's invoices, without retention, regardless of the final completion date of the work. In the event that payment is not made to Contractor as provided herein, Contractor shall be entitled to all of its costs, including attorneys fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Contractor shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1.5% per month) from the date payment is due until payment is received by Contractor, whether before or after judgment.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Mecham Brothers

Authorized Signature: _____

Estimator: Jonathan Mecham

801-791-8869 John@mechambrothers.com



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: 06/17/2025 Time Requested: _____

Name: Bert Sheffer Phone: (801) 690-1318

Address: 5821 Deer Crest Ln

Email: joejetta1@hotmail.com Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

In email communications with Josh Cook and Garret Smith we've asked that the county commission consider the following:

On March 18, 2025 the declarant of The Whisper Ridge at Stone Canyon Association passed control of the HOA to the lot owners of the development. Shortly after the hand off meeting we were informed of new invoices that placed our HOA in debt for over \$50k. To compound our financial problem our reserve had only 4-5% of the \$50-60k it was supposed to have based on our most recent reserve study (2018). Our newly elected board of directors met and discussed options to resolve these financial issues and identified self management as one of several steps we hoped to resolve these issues. However, our CC&Rs state (underline added for emphasis):

14.1 Professional Management

The Association shall be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law. This section may not be amended without approval of Morgan County. ...

WILL YOUR AGENDA ITEM BE FOR:

**DISCUSSION
DECISION
BOTH
INFORMATION ONLY**

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

Morgan County Commission,

On March 18, 2025 the declarant of The Whisper Ridge at Stone Canyon Association passed control of the HOA to the lot owners of the development. Shortly after the hand off meeting we were informed of new invoices that placed our HOA in debt for over \$50k. To compound our financial problem our reserve had only 4-5% of the \$50-60k it was supposed to have based on our most recent reserve study (2018).

Our newly elected board of directors met and discussed options to resolve these financial issues and identified self management as one of several steps we hoped to resolve these issues. However, our CC&Rs state (underline added for emphasis):

14.1 Professional Management

The Association shall be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law. This section may not be amended without approval of Morgan County.

For the existence of the association and as the CC&Rs have stipulated, the declarant has employed a management company to manage the HOA and its common spaces. The most recent company, FCS/HOAliving, has charged us roughly 20% of our dues for its services (roughly \$6500 a year). In place of a management company the board has identified software solutions that would cost us roughly 6% of our dues, saving us thousands of dollars every year. This would allow us to pay off our debts and build up our reserves while still maintaining our common spaces to a high standard.

This past Saturday, May 17th we held a special HOA meeting to put forward an amendment to our CC&Rs, proposing to remove section 14.1 entirely. The resulting vote surpassed the required approval by 67% of all owners.

We ask that the county provide us its approval as required by our CC&Rs to finalize this amendment so that it may be recorded.

Thank you,



Bert Sheffer

President of the Whisper Ridge at Stone Canyon Association

LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT is authorized by Section 53-17-301 of the Utah Code, and R698-8 of the Utah Administrative Code, and is made effective [DATE]_____, by and between Jess L. Anderson, Commissioner, Utah Department of Public Safety and [agency name, administrator name, office address and phone number]

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. In the event of a line of duty death of a member, the participating agency is required to provide health coverage for the surviving spouse and any child of the member until the child reaches the age of 26 pursuant to Utah Code Ann. § 53-17-201.

B. The participating agency is required to pay 100% of the premium costs for health coverage, which includes dental and vision coverage, for surviving spouse and children.

C. In the event the participating agency fails to submit the annual premium to the Local Public Safety and Firefighter Surviving Spouse Trust Fund program in a timely manner the participating agency may not be eligible for reimbursement of health coverage costs for a surviving spouse or children.

D. The participating agency is not eligible for reimbursement of health coverage costs for a line of duty death that occurs during a period of time when the agency is not a participating agency.

E. A participating agency that elects to participate in the trust fund shall be eligible for reimbursement of health coverage costs for a surviving spouse or children for a line of duty death that occurs on or after July 1, 2005, as long as annual premium payments are current.

F. The provisions found in Utah Administrative Rule R698-8 govern this Agreement.

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

1. Payment of Annual Premiums. The participating agency agrees to pay an annual premium as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees. The annual premium shall be based upon the number of members employed by the participating agency, and shall be submitted by the participating agency no later than June 30th each year to the Department of Public Safety Attn. Trust Fund, PO Box 141775, Salt Lake City UT 84114.

2. Eligible Members. With the annual payment, the participating agency agrees to furnish annually to the Department of Public Safety the form certifying the number of eligible members. The participating agency expressly authorizes the Utah Retirement Systems (URS) to provide to the Utah Department of Public Safety or the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees aggregate totals of the participating agency's active employees participating in a retirement system under Title 49 of the Utah Code, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members, as requested for auditing purposes. Premiums paid by an agency for members who are not eligible for reimbursement from the fund are non-refundable.

3. Reimbursement of Shared Costs. The Commissioner agrees to reimburse the participating agency on an annual basis for the costs of health coverage for an eligible surviving spouse and children

from the Local Public Safety and Firefighter Surviving Spouse Trust Fund. A request for reimbursement of health coverage costs shall be submitted to the Department of Public Safety, Attn. Trust Fund by June 30th of each year on a form approved by the Board, in addition to a statement provided by the group health plan that includes the agency's cost for health coverage for the surviving spouse and children of the fallen officer.

4. Books and Records. The Department of Public Safety shall maintain appropriate and accurate books of account and records relating to eligible members, annual premiums paid by a participating agency and reimbursement of health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund under this Agreement, and such books of account and records shall be accessible for inspection by representatives of the participating agency at any time during normal business hours. Except in the ordinary course of business of the Department of Public Safety shall use reasonable efforts to keep confidential any and all information they may obtain from time to time in connection with the services they render under this Agreement.

5. Term. This Agreement shall commence on the Effective Date and shall be coterminous providing that annual premiums are kept current by the participating agency.

6. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto as provided in this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Jess L. Anderson, Commissioner of Public Safety

Signature: _____ Date: _____

Local Public Safety and Firefighter Surviving Spouse
Trust Fund Board Chair

Agency Administrator

Signature _____ Date: _____

Title: _____

Kate Becker

From: Penny Butler
Sent: Wednesday, May 28, 2025 9:05 AM
To: Casey Basaker; Kate Becker
Cc: Leslie Hyde
Subject: RE: USFCA - Local Public Safety & FF Surviving Trust Fund Program
Attachments: 2025_05_28_08_54_14.pdf

I show that we paid in 2017, 2018, and 2020. I don't see any other payments after 2020. Not sure why we discontinued. Attached is the last payment we made to them. Would there possibly be another address that we would have sent anything to?

27543	Department of Public Safety	Balance: .00
	Attn Trust Fund	Contact:
	PO Box 141775	Phone 1:
	SLC UT 84114	Fax:

Vendor

Purchase Orders

Invoices

Checks

Totals

Summary

Detail

Single

Display:

Paid invoices

Vendor

Invoice Date	Invoice Number	Invoice Amount	Adjustment Amount	Discount Taken	Check Amount	Balance	
05/02/2017	050217	1,235.00	.00	.00	1,235.00-	.00	
10/01/2018	100118	1,235.00	.00	.00	1,235.00-	.00	
04/27/2020	042720	1,805.00	.00	.00	1,805.00-	.00	

From: Casey Basaker <cBasaker@morgancountyutah.gov>
Sent: Friday, May 23, 2025 1:20 PM
To: Kate Becker <kBecker@morgancountyutah.gov>; Penny Butler <pbutler@morgancountyutah.gov>
Subject: Fw: USFCA - Local Public Safety & FF Surviving Trust Fund Program

Penny,

Can you check to see if we have made any payments ever to USFCA - Local Public Safety & FF Surviving Trust Fund Program?

If not, Kate, would we like to participate in this? In reading the code that they are referring to about it being mandatory I do not see anything that says it is mandatory. I think this may be something that would be beneficial if we are not already participating in it.

Casey Basaker

Human Resources Manager

LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND
Certification of Eligible Employees

Instructions:

If requesting an invoice, please email the completed form to jbrown@utah.gov

If remitting payment without an invoice, please attach this form with the check to:

Department of Public Safety, Attn. Trust Fund
4501 South 2700 West, Taylorsville UT 84129

Agency Name: _____

Administrator Name: _____

Office Address: _____

Phone Number: _____

I certify that there are a total of _____ active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members employed by the above-mentioned agency as of March 31, 2025 (any date after March 31, 2025 is also acceptable).

This following paragraph applies only if your agency is currently not part of the Utah State Retirement Systems (URS).

I understand that if the above referenced agency does not cover the public safety officers or firefighters in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act, the agency may elect to participate in the Local Public Safety and Firefighter Surviving Spouse Trust Fund by a resolution adopted by the agency. Under this election, I certify that there are a total of _____ active public safety officers and firefighters as defined in Senate Bill 206 passed in the 2018 Legislative General Session.

I understand the Utah Department of Public Safety may confirm the number of active public safety and firefighter employees of the above mentioned agency participating with URS. I further understand that premiums paid to the Local Public Safety and Firefighter Surviving Spouse Trust Fund for ineligible employees are non-refundable. The current annual participation rate for the July 1, 2025 to June 30, 2026 fiscal year is \$100 per eligible employee.

Administrator Signature: _____ Date: _____

If an invoice is required to process a payment, please check this box and provide an e-mail address for the electronic invoice.

☐ Yes, please send me an electronic invoice

Please send the invoice to the following email address: _____



Paid Time Off (PTO)

Morgan County recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The county provides paid time off (PTO) to full-time employees for this purpose, and employees are encouraged to take PTO during the year.

Full-time employees will accrue PTO according to the following schedule (annual totals should be rounded to the nearest whole day):

<u>Service Period</u>	<u>Per Pay PTO Accrual</u>
First Year	6.69 hours
Years 2–5	7 hours
Years 6–10	7.92 hours
Years 11-19	8.53 hours
Years 20+	9.76 hours

For purposes of this policy, the year begins on the employee's date of hire.

Employees are eligible to utilize PTO once it has been earned with no waiting period.

Part-Time and Seasonal Employees are not eligible to receive PTO.

PTO is designed to cover leave for vacation, personal sickness, family sickness, family activities and extra holiday time. PTO may also be used to make up any missed hours in a week if needed.

In general, foreseeable PTO must be preapproved by and prescheduled with the employee's supervisor and must be taken in half hour increments. Approval for all scheduled time away is subject to applicable workloads. Office needs may dictate a time where no PTO may be taken. Examples may include election time or property tax collection time, for certain offices. This is up to the discretion of the department head or elected official.

In case of an emergency, however, employees shall be allowed to take up to three days of unscheduled PTO with less than 24 hours' notice and regardless of applicable workload. The employee should work with their supervisor to make sure that personal needs are met as well as the needs of the office.



If PTO is used for due to an illness in excess of three (3) consecutive working days, Morgan County reserves the right to request a note from the employee's doctor stating that the illness prevented the employee from returning to work.

A maximum of 480 hours of accrued and unused PTO time may be carried over from one calendar year to the next. However, once an employee reaches their maximum accrual (480 hours), they will not earn more PTO until their PTO "bank" has less than 480 hours of PTO.

Employees will be paid for unused PTO time upon termination of employment up to 160 hours. If an employee who has over 160 hours of unused PTO gives notice and takes time off through the notice the amount of time taken off will be deducted from the 160 hours to be paid out.

Employees may use PTO in increments of ½ hours up to a maximum of two weeks. If an employee needs to request more than 2 weeks of vacation they must work with their department head/elected official to ensure that their absence will not negatively impact the department.

Employees who abuse this PTO policy by not abiding by the rules set forth in this policy may be subject to disciplinary actions up to and including termination

Family and Medical Leave

Morgan County complies with the federal FMLA, which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. Employees should contact the HR department to discuss options for FMLA.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools) to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date an employee first takes that type of leave.

Basic leave entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the employee's child after birth or placement for adoption or foster



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: 6/17/25 Time Requested: _____
Name: Leslie A Hyde Clerk/Auditor Phone: (801) 845-4010
Address: 48 W Young Street
Email: lh Hyde@morgancountyutah.gov Fax: _____
Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

2025 Fraud Risk Assessment

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



OFFICE OF THE
STATE AUDITOR

Preparation Checklist

Revised February 2021

Fraud Risk Assessment

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

To complete the assessment, identify or obtain the following:

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

Basic Separation of Duties

See the following page for instructions and definitions.

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

* MC = Mitigating Control

Fraud Risk Assessment

Continued

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

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	5	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	0	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Morgan County

*Completed for Fiscal Year Ending: 2025 *Completion Date: _____

*CAO Name: _____ *CFO Name: _____

*CAO Signature: _____ *CFO Signature: _____

*Required



County Commission Agenda Request Form

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

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

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

Email: kbecker@morgancountyutah.gov

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

commission Meeting Date: _____

Time Requested: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

Utah State Tax Commission - Property Tax Division
Resolution Adopting Final Tax Rates and Budgets

Form PT-800

Rev. 02/15

County: MORGAN

Tax Year: 2025

It is hereby resolved that the governing body of:

MORGAN

approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	4,412,908	0.001367
30 Library	342,186	0.000106
40 Flood Control	29,054	0.000009
190 Discharge of Judgement		
250 Capital Improvements	161,409	0.000050
540 Health	251,797	0.000078
	\$5,197,354	0.001610

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

Utah State Tax Commission - Property Tax Division
Resolution Adopting Final Tax Rates and Budgets

Form PT-800

Rev. 02/15

County: MORGAN

Tax Year: 2025

It is hereby resolved that the governing body of:

COUNTY ASSESSING & COLLECTING LEVY

approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
955 County Assessing & Collecting	769,971	0.000236
	\$769,971	0.000236

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

Tax Rate Summary (693) CNY

Preliminary Data

Data Entry (Auditor)

Auditor's Certified Rate Approved

Data Entry (Entity)

Proposed Rates Entity Approved

Proposed Rates County Approved

Proposed Rates USTC Approved *OK to Print*

Final Tax Rates USTC Approved

Rates Finalized



Save

Approve

Demote

Proposed Tax Rate Value: \$ 3,228,170,024

Budgeted Revenue / Proposed Tax Rate Value = Proposed Tax Rate

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Budgeted Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
10	General Operations			§59-2-908	.003200	0.001367	0.001367	4,412,908	0.001367	4,412,908	0.001367	4,412,908
30	Library			§§9-7-501&10-6-133.5	0.001	0.000106	0.000106	342,186	0.000106	342,186	0.000106	342,186
40	Flood Control			§17-8-6	Sufficient	0.000009	0.000009	29,054	0.000009	29,054	0.000009	29,054
190	Discharge of Judgement			§59-2-1328 & 1330	Sufficient			0				
250	Capital Improvements					0.000050	0.000050	161,409	0.000050	161,409	0.000050	161,409
540	Health			§26A-1-117(2)(b)	0.0004	0.000078	0.000078	251,797	0.000078	251,797	0.000078	251,797
Sub Total						0.001610	0.001610	5,197,354	0.001610	5,197,354	0.001610	5,197,354
Grand Total Tax Rate						0.001610	0.001610	5,197,354	0.001610	5,197,354	0.001610	5,197,354

NOTES:

Tax Rate Summary (693) CNY

Preliminary Data

Data Entry (Auditor)

Auditor's Certified Rate Approved

Data Entry (Entity)

Proposed Rates Entity Approved

Proposed Rates County Approved

Proposed Rates USTC Approved *OK to Print*

Final Tax Rates USTC Approved

Rates Finalized



Save

Approve

Demote

Proposed Tax Rate Value: \$ 3,262,589,788

Budgeted Revenue / Proposed Tax Rate Value = Proposed Tax Rate

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Budgeted Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
955	County Assessing & Collecting			59-2-1602(4)		0.000236	0.000236	769,971	0.000236	769,971	0.000236	769,971
Sub Total						0.000236	0.000236	769,971	0.000236	769,971	0.000236	769,971
Grand Total Tax Rate						0.000236	0.000236	769,971	0.000236	769,971	0.000236	769,971

NOTES:

2025 MORGAN COUNTY CERTIFIED TAX RATES

General Fund	.001367	\$4,412,908
Library	.000106	\$342,186
Flood Control	.000009	\$29,054
Capital Improvements	.000050	\$161,409
Health	.000078	\$251,797
County Assessing and Collecting	.000236	\$769,971

FIRE STATION FACILITIES AND SERVICES AGREEMENT

This Fire Station Facilities and Services Agreement ("**Agreement**") is entered into as of May __, 2025 ("**Effective Date**"), by and between Morgan County, a political subdivision of the State of Utah ("**County**") and the WPR Road and Fire District, a Utah special district ("**WPR RFD**") (each a "**Party**" and collectively the "**Parties**"). The Parties hereby agree as follows:

RECITALS

WHEREAS, the County is responsible for providing emergency medical services to the residents, businesses, and properties located within Morgan County, Utah, including the WPR RFD area, and is also responsible for fire protection services throughout Morgan County including in the WPR RFD and Mountain Green Fire Protection District areas as outlined in the respective interlocal agreements;

WHEREAS, WPR RFD is solely responsible for fire protection services within its area;

WHEREAS, WPR RFD has undertaken the construction and renovation of an interim fire station to enhance fire protection and emergency medical services for the WPR RFD area and County residents, and further has equipment and financial resources to support the County in operating the interim facility;

WHEREAS, WPR RFD does not currently possess sufficient staffing levels or training resources to effectively staff and operate the interim facility in order to support its rapidly growing community;

WHEREAS, the County has the experience and knowledge to hire and train additional fire and emergency responders to staff the interim facility as well as provide WPR RFD with a better insurance rating;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **SERVICES.** The County shall provide fire protection and emergency medical services ("**Services**") to the WPR RFD area, in accordance with the agreed-upon scope, staffing levels, and operational requirements as set forth in this Agreement. The Services shall be conducted in a professional, efficient, and timely manner, adhering to all applicable laws, regulations, and industry standards. The scope of Services shall include, but are not limited to:

- Emergency Response: Promptly responding to fire, medical, and other emergency calls originating within the WPR RFD area.

- Wildland Fire Suppression: Mitigating and controlling wildland fires to protect the WPR RFD area pursuant to the County's active agreement with Utah DNR – Forestry, Fire and State Lands (“**FFSL**”).
- Emergency Medical Services: Providing emergency medical care, patient stabilization, and transport to appropriate medical facilities.
- Fire Prevention: Conducting fire safety inspections and risk reduction initiatives within the WPR RFD area.

The County Fire Chief, or their designee, shall maintain clear communication channels with the President of the WPR RFD Board of Trustees to ensure coordinated efforts during routine operations and emergencies. The County shall not be required to disclose any information that would result in a violation of the Health Insurance Portability and Accountability Act (“HIPAA”).

2. **FACILITIES.** WPR RFD has constructed an interim fire station located at the intersection of Morgan Valley Drive and Wasatch Peaks Road/Whitear Way (the “**Interim Fire Station**”), which shall serve as the base of operations for the Services. The Interim Fire Station includes temporary accommodations for firefighter personnel via a leased recreational vehicle until the overnight accommodations within or near the Interim Fire Station are completed. WPR RFD shall retain ownership of the Interim Fire Station, including all associated buildings, land, facilities, and accommodations. The Parties shall enter into the sublease agreement attached as Exhibit A and incorporated herein by reference, governing the use of the Interim Fire Station for the Term of this Agreement (“**Sublease**”). The Sublease shall provide for a nominal annual rent of one dollar (\$1.00). WPR RFD shall be solely responsible for all property taxes, property insurance premiums and deductibles, and utility expenses associated with the Sublease. WPR RFD will be responsible for the normal repair and maintenance of the Interim Fire Station as set forth in the Sublease. The County will be responsible for any repair or maintenance that results from damage to the Interim Fire Station caused by their negligence or misuse.

3. **VEHICLES AND EQUIPMENT.** WPR RFD agrees to sell and transfer ownership of the following firefighting vehicles and equipment (collectively, the “**Assets**”) to the County for nominal sum of one dollar (\$1.00):

- Two (2) Ford F550 brush trucks;
- One (1) water tender (army truck);
- One (1) Engine 141 apparatus;
- One (1) Ranger 141 UTV/Can-Am vehicle; and
- One (1) Ambulance (to be ordered);

Upon transfer of ownership, the County shall assume full responsibility for the maintenance, insurance, and all other obligations associated with the Assets for the duration of County ownership except as otherwise set forth herein. Ownership of the Assets shall automatically revert to WPR RFD in the event the County ceases to operate the Interim Fire Station through termination of this Agreement in accordance with Section 6. The County shall ensure that the majority of the Assets remain stationed at the Interim Fire Station unless equivalent replacements are purchased and deployed by the County at the Interim Fire Station. The Parties agree that at least one of the Ford F550 brush trucks and one water tender truck will be stationed at a WPR RFD area location for optimum response to potential wildfires. The County agrees to keep its older ambulance stationed at the Interim Fire Station until WPR RFD can provide a new ambulance for the station. The County may deploy the Assets to respond to emergencies and fires within other areas of Morgan

County or as required by interlocal response or mutual aid agreements. However, the County will ensure that such deployment does not place the WPR RFD area at undue risk, particularly wildfire risk.

4. **STAFFING AND OPERATIONS.** The County shall be solely responsible for recruiting, hiring, training, and managing all fire and EMT personnel (collectively, “**Personnel**”) required to operate the Interim Fire Station. All Personnel shall be deemed employees or volunteers of the County, and the County shall assume full and exclusive responsibility for the payment of all salaries, benefits, pensions, and any other employment-related obligations. The County shall furnish all equipment, supplies, uniforms, and other necessary materials required for Personnel to perform their duties effectively and safely. Initial staffing levels shall consist of a minimum coverage of three firefighters for five-day-per-week, twelve-hours per day (typically from approximately 7:00 a.m. to 7:00 p.m., Wednesday through Sunday). Upon the successful recruitment and onboarding of additional staff, the County shall increase staffing levels to seven-day-per-week, twelve hours per day coverage. Staffing levels at the Interim Fire Station may increase to provide twenty-four-hour-per-day, seven days per week coverage upon mutual agreement of the Parties. All operational costs associated with the Services, including but not limited to Personnel salaries, supplies, and equipment not subsidized under this Agreement by WPR RFD, shall be borne by the County. The Parties agree to hold quarterly review meetings to review staffing, operations, costs, and other relevant issues. Additionally, the Parties shall hold an annual meeting to review actual vs. budgeted expenditures to verify the incremental costs associated with the Subsidy, and to ensure that the station’s operations are in alignment with the needs of the WPR RFD area and County residents.

In the event the County terminates this Agreement for cause within the initial three-year Term, WPR RFD shall reimburse the County for all training, onboarding, and recruitment costs incurred by the County in staffing the Interim Fire Station, including but not limited to salaries during training periods, certifications, and issued equipment.

WPR RFD further agrees that during the Term of this Agreement and for a period of one (1) years following termination of this Agreement, WPR RFD shall not directly or indirectly (including via third-party recruiters) solicit or hire any County fire or emergency personnel without the express written consent of the County. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section. This provision shall survive termination of this Agreement. A breach of this provision shall entitle the County to liquidated damages in the amount of \$10,000 per affected employee. The Parties agree \$10,000 per employee is a reasonable pre-estimate of damages (and not a penalty) for breach, and such amount shall be paid within thirty (30) days of demand.

5. **SUBSIDY.** During the Term of this Agreement, WPR RFD shall pay a one time fee and an annual subsidy to the County (“**Subsidy**”) in twelve (12) equal monthly installments, with each installment due on the first day of the applicable calendar month. The one time fee and the initial Subsidy amount shall be as set forth in Exhibit B. This Subsidy is intended to cover the incremental costs of operating the Interim Fire Station that cannot be funded through the County’s existing budget. The Parties agree that the Subsidy shall be adjusted over time to reflect the incremental costs associated with increased coverage/staffing as well as the operation of the new ambulance coverage as mutually agreed to by the Parties. Any annual adjustments (increases or

decreases) to the Subsidy (“**Subsidy Adjustments**”) will be mutually determined by the Parties three months prior to the annual anniversary of the Effective Date of this Agreement (i.e. December __, 2026). Increases to the Subsidy, beyond the additional equipment, staffing or services that the Parties mutually agree to, shall be limited to annual changes in the Consumer Price Index (“**CPI**”), as published by the U.S. Bureau of Labor Statistics. The Parties agree to cooperate in good faith to determine the Subsidy Adjustments on or before December of each year and to ensure that the calculations remain equitable and consistent with the intent of this Agreement. The County shall be solely responsible for payment of all third-party obligations, costs, and expenses incurred in performing the Services described in this Agreement, except as explicitly set forth herein.

WPR RFD shall not withhold, delay, or set off any portion of the Subsidy owed under this Agreement based on any other claim, dispute, or obligation alleged against the County. All payments shall be made in full and on time as provided herein, and any dispute shall be resolved separately through the dispute resolution provisions of this Agreement. Late payments accrue interest at 1.5 % per month (18 % per annum) or the maximum rate allowed by law, whichever is higher, until paid.

6. **TERM, RENEWAL, AND TERMINATION.** The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall continue for an initial period of three (3) years. Thereafter, the Term shall automatically renew for successive one-year periods unless terminated in accordance with the provisions of this Section. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party at least twelve (12) months prior to the intended termination date. Termination shall not relieve either Party of any obligations accrued under this Agreement prior to the effective date of termination. In the event of termination, all Assets provided by WPR RFD to the County under this Agreement shall immediately revert to WPR RFD ownership. The Sublease of the Interim Fire Station and associated facilities, as outlined in this Agreement, shall terminate concurrently with the termination of this Agreement unless otherwise agreed by the Parties in writing.

7. **INSURANCE.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet the obligations hereunder consistent with applicable law.

8. **COUNTY EQUIPMENT AND PERSONNEL DAMAGE.**

A. **Reimbursement for Damage.** WPR RFD shall reimburse the County for the reasonable costs incurred to repair or replace County-owned equipment, vehicles, gear, or property that is damaged, destroyed, or rendered inoperable due the gross negligence or willful misconduct of WPR RFD. Payment shall be made within thirty (30) days of receipt of written demand and supporting documentation.

B. **Road Construction and Maintenance.** Nothing in this Agreement shall be construed to establish any responsibilities of the County relating to construction or maintenance of roads managed by the WPR RFD.

9. **INDEMNIFICATION.**

A. Both Parties to this Agreement are governmental entities as defined under the Governmental Immunity Act of Utah UCA §63G-7-101 et. seq. as amended (the “**Act**”). There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the

Act, the County and WPR RFD shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor WPR RFD shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses, limits of liability, or other rights and protections granted by the Act and all other applicable law.

B. In no event shall this Section be construed with respect to third parties as a waiver of any governmental immunity to which the Parties are otherwise entitled.

10. **DISPUTE RESOLUTION AND ATTORNEYS' FEES.** Any controversy or claim arising out of or related to this Agreement, or the breach thereof, that cannot otherwise be resolved by mediation or the mutual efforts of the Parties, shall be settled by arbitration pursuant to Utah Code § 78B-11-101 *et seq.*, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that there shall be one arbitrator for any dispute, and in the event the Parties cannot agree on an arbitrator, one shall be appointed by the court as set forth in Utah Code § 78B-11-112. A demand for arbitration shall be made within the time limits of the applicable statute of limitations that would apply to the filing of a legal or equitable proceeding. The arbitrator shall award reasonable attorney fees and other reasonable costs of arbitration to the prevailing party in such arbitration. In the event that the Parties shall institute a lawsuit proceeding to enforce any rights pursuant to this Agreement, then the prevailing party in such litigation shall receive an award of its reasonable attorney's fees and costs. Further, in the event of any litigation brought by a third party against either Party, which results in a counterclaim between the Parties that pertains in any way to this Agreement, the prevailing party in such counterclaim shall receive an award of its reasonable attorney's fees and costs.

11. **WAIVER OF JURY TRIAL.** EACH PARTY KNOWINGLY, WILLINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM, OR OTHER PROCEEDING, TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12. **FORCE MAJEURE.** Neither Party is liable for delay or failure to perform due to causes beyond its reasonable control (e.g., natural disasters, pandemics, labor strikes). The affected Party shall promptly notify the other and resume performance as soon as practicable.

13. **SURVIVAL.** The rights and obligations set forth in Sections 7, 8, 9, and 10 and any other right or obligation in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

14. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement is the entire agreement between the Parties covering the subject matter of this Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No change or addition may be made to this Agreement except by a written agreement executed by the Parties, and the Parties may not waive this requirement of a writing.

15. **BINDING EFFECT.** This Agreement inures to the benefit of and is binding upon

the parties hereto, and their respective successors and assigns.

16. **NOTICES.** All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery or by depositing such notice in the United States Postal Service, postage prepaid, addressed and directed to the Party to receive the same at the following addresses:

If to WPR RFD: Gary Derck
36 South State Street, Suite 500
Salt Lake City, UT 84111

If to County: Morgan County Attorney
48 West Young Street, Box 886
Morgan, UT 84050

Notice shall be deemed given on the date actually received or, if mailed as set forth herein, notice shall be deemed given three business days after mailing. Either party may designate a different person or entity or place at which notices shall subsequently be sent by written notice given pursuant to this section.

17. **ASSIGNMENT.** Neither party may assign this Agreement without the prior written consent of the other party. Any unauthorized assignment shall be null and void.

18. **BENEFIT.** None of the provisions of this Agreement shall be for the benefit of or enforceable by persons not parties hereto.

19. **RELATIONSHIP OF PARTIES.** This Agreement establishes an interlocal relationship between the County and WPR RFD. Neither Party shall be deemed an affiliate, partner, joint venturer, or agent of the other for any purpose. The County shall have no authority to bind WPR RFD or to make any agreements, representations, or commitments on behalf of WPR RFD without prior written consent from WPR RFD. All individuals providing Services under this Agreement shall be employees, contractors, or subcontractors of the County and shall not be deemed employees or agents of WPR RFD. The County shall maintain full and exclusive responsibility for all matters relating to its Personnel, contractors, subcontractors, and other representatives, including but not limited to hiring, compensation, benefits, training, discipline, and termination. The County expressly acknowledges and agrees that it and its Personnel are not entitled to workers' compensation, unemployment compensation, or any other benefits provided by WPR RFD or its affiliates. The County is solely responsible for providing any such coverage, if required, through its own resources or third-party arrangements. Nothing in this Agreement shall be construed to create any employment relationship between WPR RFD and the County's Personnel.

20. **RULES OF CONSTRUCTION.** The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. The captions used in this Agreement are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation or construction of any provision of this Agreement. Both Parties have had an opportunity to review this Agreement with counsel and to negotiate the terms hereof. Therefore, this Agreement shall not be interpreted for or against any party as a result of which party drafted it.

21. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WPR ROAD AND FIRE DISTRICT

MORGAN COUNTY

By: _____
Gary Derck, Chairman

By: _____
Name: _____
Title: _____

Approved as to form:

Morgan County Attorney

EXHIBIT A TO
FIRE STATION FACILITIES
AND SERVICES AGREEMENT

Sublease Agreement

EXHIBIT B TO
FIRE STATION FACILITIES
AND SERVICES AGREEMENT

2025 Interim Fire Station Budget

SUBLEASE AGREEMENT

This Sublease Agreement ("**Sublease**") is entered into as of January __, 2025 ("**Effective Date**"), by and between the WPR Road and Fire District, a Utah special district ("**Sublandlord**") and Morgan County, a political subdivision of the State of Utah ("**Subtenant**") (each a "**Party**" and collectively the "**Parties**"). The Parties hereby agree as follows:

1. PREMISES.

(a) **Premises.** Sublandlord is the leaseholder of approximately 3,894 sq. feet of property located at 4201 N Morgan Valley Dr, Morgan, UT 84050, more particularly described in Exhibit 1 ("**Premises**"). Sublandlord agrees to sublease to Subtenant, and Subtenant agrees to sublease from Sublandlord the Premises in accordance with the terms and conditions of this Sublease.

(b) **Common Areas.** Subtenant shall have the right to use the Common Areas surrounding the Premises in a manner consistent with the intended use of the Fire Station Facilities and Services Agreement. For purposes of this Sublease, "**Common Areas**" means all areas, spaces, parking lots, access roads, driveways, landscaped areas, service ways, pedestrian walks, courts, stairs, ramps, and sidewalks, as well as any other areas surrounding the Premises not designated for the exclusive use or occupancy of Sublandlord. Sublandlord reserves the right to designate portions of the area surrounding or adjoining the Premises for the use of Sublandlord or Sublandlord's Subtenants or invitees. Subtenant acknowledges that such facilities may be located in proximity to the Premises and agrees to cooperate and coordinate with Sublandlord regarding the shared use of Common Areas to minimize interference with the activities of Sublandlord and Sublandlord's tenants and invitees.

2. TERM.

(a) **Sublease Term.** The term of this Sublease shall commence on the Effective Date and shall continue for an initial period of three (3) years ("**Term**"). The Term includes each Renewal Term (defined below), if exercised by Subtenant.

(b) **Renewal Term.** Provided a Subtenant Event of Default (defined below) does not then exist, Subtenant has the right to extend the Term for additional one (1) year periods (each a "**Renewal Term**"). Subtenant will exercise the Renewal Term by giving written notice of the exercise to Sublandlord no later than twelve (12) months prior to the expiration of the then current Term.

(c) **Termination of Fire Station Agreement.** Notwithstanding the foregoing, this Sublease shall automatically terminate concurrently with the termination of the Fire Station Facilities and Services Agreement between the Parties unless otherwise agreed by the Parties in writing at the time of such termination.

3. RENT.

Commencing on the Effective Date and continuing throughout the Term, Subtenant will pay to Sublandlord as base annual rent ("**Base Rent**"), at such place as Sublandlord may designate,

the annual sum of \$1.00. The Base Rent is due and payable annually on the anniversary of the Effective Date throughout the Term.

4. PERMITTED USE.

Subtenant may use the Premises for operation of an interim fire station as further set forth in the Fire Station Facilities and Services Agreement between the Parties. Subtenant will not do or permit to be done in or about the Premises or the Common Areas, anything which is prohibited by or in any way in conflict with Applicable Laws.

5. MAINTENANCE AND SERVICES.

(a) **Sublandlord's Maintenance.** Sublandlord, at its sole cost and expense, will maintain the Common Areas, HVAC systems, utility lines, and exterior and structural portions of the Premises in good order, condition, and repair and perform all required maintenance to the Premises, except for damage caused solely by Subtenant, which will be repaired at the sole cost of Subtenant. Sublandlord will pay, when due, all utilities and services for the Premises and will be responsible for lawn care and snow removal on the Premises. Sublandlord will pay all real property taxes and assessments pertaining to the Premises when due.

(b) **Subtenant's Maintenance.** Subtenant, at its sole cost and expense, will maintain the interior portions of the Premises in good order, condition, and repair, except for damage caused solely by Sublandlord, which will be repaired at the sole cost of Sublandlord. Subtenant will pay all personal property taxes assessed against it pertaining to its operations on the Premises.

6. ALTERATIONS.

(a) **Subtenant Alterations.** Subtenant will not make or suffer to be made any alterations, additions or improvements in excess of \$1,000 ("**Alterations**") to or upon the Premises without first obtaining Sublandlord's written approval, which will not be unreasonably withheld or delayed. Subtenant is permitted to affix any equipment to the Premises necessary for Subtenant to engage in the permitted use without Sublandlord's prior written approval. Any Alterations to or upon the Premises will be made by Subtenant at Subtenant's sole cost and expense. All Alterations permanent in character, made in or upon the Premises either by Subtenant or Sublandlord, excluding all of Subtenant's equipment that is required to be affixed to the Premises, may at the option of Sublandlord, become Sublandlord's property and, at the end of the Term, will remain on the Premises subject to Sublandlord first providing compensation to Subtenant, unless Sublandlord requests that Subtenant remove any such Alterations. Notwithstanding the above, Subtenant's workstations, equipment and other items of personal property will remain Subtenant's property.

(b) **Cost of Alterations.** Any Alterations will, when completed, be of such a character as not to lessen the value of the Premises. Any Alterations will be made promptly and in a good workmanlike manner, and in compliance with all applicable permits, building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices. The costs of any Alterations will be paid by Subtenant, so that the Premises are free of liens, for services

performed, labor and material supplied or claimed to have been supplied.

7. DESTRUCTION OR DAMAGE.

If the Premises is partially damaged by any casualty insured against under any insurance policy maintained by Sublandlord, Sublandlord will, upon receipt of the insurance proceeds, repair the Premises as quickly as reasonably possible. Notwithstanding the foregoing, if: (a) the Premises by reason of that occurrence are rendered wholly untenable; or (b) the Premises is damaged as a result of a risk which is not covered by insurance; or (c) the Premises is damaged in whole or in part during the last six months of the Term; or (d) the Premises (whether the Premises are damaged or not) should be damaged to the extent of 25% or more of the then-monetary value thereof, then and in any of those events, Sublandlord may either elect to repair the damage or may cancel this Sublease by notice of cancellation within 90 days after any of those events and thereupon this Sublease will expire, and Subtenant will vacate and surrender the Premises to Sublandlord. Unless this Sublease is terminated by Sublandlord, Sublandlord will repair and refixture the interior of the Premises as quickly as reasonably possible and in a manner and in at least a condition equal to that existing prior to the destruction or casualty, and the proceeds of all insurance carried by Sublandlord on the Premises will be held in trust by Sublandlord for the purpose of said repair and replacement.

8. CONDEMNATION.

If during the Term, (i) the whole of the Premises is taken by any governmental or other authority having powers of eminent domain (or conveyed to that entity under threat of the exercise of such power); or (ii) any part of the Premises is so taken or conveyed and as a result, the remainder of the Premises has been rendered impractical for the operation of Subtenant's activities on the Property, this Sublease will terminate on the date of the taking (or conveyance). Subtenant will have no right to any apportionment of or any share in any condemnation award or judgment for damages made for the taking or conveyance of any part of the Premises.

9. INDEMNIFICATION.

(a) Both Parties to this Agreement are governmental entities as defined under the Governmental Immunity Act of Utah UCA §63G-7-101 et. seq. as amended (the "Act"). There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Act, the County and WPR RFD shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor WPR RFD shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses, limits of liability, or other rights and protections granted by the Act and all other applicable law.

10. COMPLIANCE WITH LEGAL REQUIREMENTS.

(a) **Subtenant's Compliance.** Subtenant will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Premises ("**Applicable Laws**"), insofar as any thereof relate to or affect

the use or occupancy of the Premises or the Common Areas, excluding requirements of structural changes now related to or affected by improvements made by or for Subtenant.

(b) **Sublandlord's Compliance.** Sublandlord will, at its sole cost and expense, deliver the Premises in compliance with all Applicable Laws, including the American with Disabilities Act, except for Subtenant's requirements in Section 10(a).

11. INSURANCE.

(a) Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet the obligations hereunder consistent with applicable law.

12. ASSIGNMENT AND SUBLETTING.

Subtenant may not sublease the Premises or assign this Sublease to another party without the prior written consent of Sublandlord. Any sublease or assignment by Subtenant shall not relieve Subtenant of any liabilities hereunder unless otherwise agreed by the Parties in writing. Any assignment, sublease, or transfer will be subject to all of the other provisions of this Lease.

13. EVENTS OF DEFAULT.

(a) **Subtenant Events of Default.** The occurrence of any one or more of the following events ("**Subtenant Event of Default**") constitutes a breach of this Sublease by Subtenant: (i) if Subtenant fails to pay any sum required under this Sublease when and as the same becomes due and payable and that failure continues for more than ten days after written notice thereof; or (ii) if Subtenant fails to perform or observe any material obligations under this Sublease and that failure continues for more than 30 days after written notice from Sublandlord, and Subtenant does not within that period begin with diligence and dispatch the curing of that failure, or, having so began, thereafter fails or neglects to complete with diligence and dispatch the curing of that failure.

(b) **Sublandlord Events of Default.** If Sublandlord fails to perform or observe any of its material obligations under this Sublease and that failure continues for 30 days after written notice from Subtenant, and Sublandlord does not within that period begin with diligence and dispatch the curing of that failure, or, having so began, thereafter fails or neglects to complete with diligence and dispatch the curing of that failure, Sublandlord will be in breach of this Sublease ("**Sublandlord Event of Default**").

14. REMEDIES.

(a) **Sublandlord's Rights.** If a Subtenant Event of Default occurs, Sublandlord may terminate Subtenant's rights under this Sublease by written notice, reenter and take possession of the Premises by any lawful means (with or without terminating this Sublease), or pursue any other remedy allowed by law.

(b) **Subtenant's Rights.** If a Sublandlord Event of Default occurs, Subtenant may, but is not obligated to, and after reasonable notice or demand to Sublandlord and without waiving or releasing Sublandlord from any obligation under this Sublease, make that payment or perform those other acts to the extent Subtenant may deem desirable, and in connection therewith

to pay expenses and employ counsel.

15. ATTORNEYS' FEES.

In the event either Party places at issue the enforcement of this Sublease, or any part thereof, then the prevailing Party will be awarded its reasonable attorneys' fees and costs from the other Party.

16. HOLDING OVER.

If, without objection by Sublandlord, Subtenant holds possession of the Premises after expiration of the Term, Subtenant will become a Subtenant from month-to-month upon the terms of this Sublease.

17. WAIVER.

All waivers by either Party herein must be in writing and signed by the Party providing the waiver. The waiver of any provision of this Sublease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision of this Sublease, nor will any custom, practice or course of conduct between the Parties be construed to waive or to lessen the right of either Party to insist upon the performance by the other Party in strict accordance with the provision of this Sublease.

18. NOTICES.

All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery or by depositing such notice in the United States Postal Service, postage prepaid, addressed and directed to the Party to receive the same at the following addresses:

To Sublandlord: WPR RFD
 Attn: Gary Derck
 36 South State Street, Suite 500
 Salt Lake City, UT 84111

To Subtenant: Morgan County
 Attn: _____

Notice shall be deemed given on the date actually received or, if mailed as set forth herein, notice shall be deemed given three business days after mailing. Either Party may designate a different person or entity or place at which notices shall subsequently be sent by written notice given pursuant to this section.

19. END OF TERM.

At the end of the Term, Subtenant will promptly quit and surrender the Premises broom-

clean, in good order and repair, ordinary wear and tear excepted. Subtenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Subtenant, whether or not those trade fixtures or equipment are fastened to the Premises. Subtenant will repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions and improvements not so removed will be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Sublandlord without notice to Subtenant or any other person and without obligation to account for them.

20. COMPLETE AGREEMENT.

There are no oral agreements between Sublandlord and Subtenant affecting this Sublease. If there is a conflict between this Sublease and the Fire Station Facilities and Services Agreement between the Parties, the terms of this Sublease shall govern. This Sublease may not be altered, changed or amended, except by an instrument in writing signed by both Parties.

21. SUBLANDLORD'S REPRESENTATION.

Sublandlord represents and warrants to Subtenant that following statements are true and correct as of the Effective Date and will be true and correct as of the Effective Date:

(a) **Authority.** The person signing this Sublease has the full power and authority to execute this Sublease, lease the Premises in accordance with this Sublease, and to otherwise perform the obligations of Sublandlord. Sublandlord (i) has complete and full authority to execute this Sublease and to lease to Subtenant good and marketable leasehold title to the Premises, which is free and clear of all liens, encumbrances and other exceptions to title that could interfere with Subtenant's use of the Premises; (ii) will execute and deliver such other documents, instruments, agreements, including, but not limited to, affidavits and certificates necessary to effectuate the transaction contemplated by this Sublease; and (iii) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the lease transaction contemplated in this Sublease.

(b) **Litigation.** There is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Sublandlord's knowledge, threatened against Sublandlord or the Premises which may adversely affect the transaction contemplated by this Sublease.

(c) **Sublandlord's Work.** All work which has been or will be performed in, on or about the Premises, or materials furnished to the Premises which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Subtenant), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained.

(d) **Violation.** Sublandlord has not received any written notice or citation indicating that the Premises is in material violation of Applicable Law.

(e) **Conflicts.** To Sublandlord's knowledge, the consummation of the transactions contemplated by this Sublease and the compliance by Sublandlord with the provision of this

Sublease do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Sublandlord is a party or by which Sublandlord or the Premises is bound.

(f) **Compliance.** To the knowledge of Sublandlord, the Premises is in compliance with all Applicable Law.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, SUBLANDLORD MAKES NO OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE CONDITION OR SUITABILITY OF THE PREMISES, AND SUBTENANT HEREBY ACKNOWLEDGES THAT SUBTENANT LEASES THE PREMISES FROM SUBLANDLORD ON AN "AS IS" BASIS.

22. SUBTENANT'S REPRESENTATIONS.

Subtenant represents and warrants to Sublandlord that that following statements are true and correct as of the Effective Date and will be true and correct as of the Effective Date: The person signing this Sublease has the full power and authority to execute this Sublease, lease the Premises in accordance with this Sublease, and to otherwise perform the obligations of Subtenant, without the necessity of obtaining consent from any third party, including, without limitation, any partner or lender. Subtenant (i) has complete and full authority to execute this Sublease and to lease from Sublandlord the Premises; (ii) will execute and deliver such other documents, instruments, agreements, including, but not limited to, affidavits and certificates necessary to effectuate the transaction contemplated by this Sublease; and (iii) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the lease transaction contemplated in this Sublease.

23. MISCELLANEOUS.

(a) **Successor and Assigns.** The provisions of this Sublease inure to the benefit of and are binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

(b) **Captions.** The captions of this Sublease are solely to assist the Parties and are not a part of the provision of this Sublease.

(c) **Governing Law.** This Sublease will be governed by and construed in accordance with the laws of the State of Utah, and is deemed to be executed within the State of Utah.

(d) **Dispute Resolution and Waiver of Jury Trial.** Any controversy or claim arising out of or related to this Sublease, or the breach thereof, that cannot otherwise be resolved by mediation or the mutual efforts of the Parties, shall be settled by arbitration pursuant to Utah Code § 78B-11-101 *et seq.*, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that there shall be one arbitrator for any dispute, and in the event the Parties cannot agree on an arbitrator, one shall be appointed by the court as set forth in Utah Code § 78B-11-112. A demand for arbitration shall be made within the time limits of the applicable statute of limitations that would apply to the filing of a legal or equitable proceeding. The arbitrator shall award reasonable attorney fees and other reasonable costs of arbitration to the prevailing party in such arbitration. EACH PARTY KNOWINGLY, WILLINGLY, VOLUNTARILY, AND IRREVOCABLY

WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM, OR OTHER PROCEEDING, TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS SUBLEASE.

(e) **Force Majeure.** In the event that a Party will be delayed or hindered in or prevented from the performance of any act required under this Sublease (other than the payment of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, epidemic or pandemic, or other reason of a like nature not the fault of the that Party, then performance of that act will be excused for the period of the delay and the period for the performance of that act will be extended for a period equivalent to the period of the delay. The provisions of this Section shall not operate to excuse Subtenant from the prompt payment of any payments required under this Sublease.

(f) **Construction.** This Sublease is the result of negotiations between Sublandlord and Subtenant and their attorneys. Consequently, Sublandlord or its attorney is the preparer of some provisions, while Subtenant or its attorney is the preparer of other provisions. The Parties agree that this Sublease is not to be construed against either Party as the preparer.

(g) **Exhibits.** All Exhibits attached to this Sublease are incorporated into and made a part of this Sublease. Any capitalize terms included in the Exhibits that are not otherwise defined, will have the meaning assigned in this Sublease.

(h) **Counterparts.** This Sublease may be delivered in counterparts and delivered by electronic transmission.

(i) **Unenforceability.** If any provision of this Sublease, or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Sublease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Sublease will be valid and will be enforceable to the extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Sublease as of the Effective Date.

WPR ROAD AND FIRE DISTRICT

MORGAN COUNTY

By: _____
Gary Derck, Chairman

By: _____
Name:
Title:

MCFD WPR Fire Station Facilities & Services Agreement - Exhibit B Cost Allocations											
Ambulance Budget Worksheet									WPR Incremental		
Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type	PH 1 (5 days/12 hours)	Add Ambulane/EMS	
10-4260-110-000	Permanent Employees	165,986	130,486	35,500		35,500	Fire Chief \$10,500, Admin to full time staffing 25K (includes benefits)	Annual	35,500		
10-4260-120-000	Temporary employees (Volunteer) DC	264,285	260,285	4,000		4,000	EMS Deputy Chief 4K (includes benefits)	Annual	0	4,000	
10-4260-120-100	Temporary Employees (PPT)	588,652	261,040	327,612	66,700	260,912	Funding 264 12 hr shifts with 1 "NEW" Position FT Captain 115K and 2 PPT FF/EMT 213K (includes benefits))24/7 will go to \$720K need)	Annual	260,912	0	
10-4260-230-000	Travel	4,500	4,500	0				Annual	0		
10-4260-240-000	Office Supplies & Expenses	6,500	3,500	3,000	1,500	1,500	Office supplies + Laptop + Printer + desk/desk chair + whiteboards	One-Time	1,500		
10-4260-250-000	Equipment Supplies & Maint	16,800	10,000	6,800		6,800	Equipment, EMS Stair Chair \$800 + Binder Lift \$ 550 + Child Safety Restraint \$ 450 + 1- Handheld Radio 3K, + Medical Supply Cabinets 2K	One-Time	6,800		
10-4260-270-000	Utilities	14,300	14,300	0			Provided with rental agreement.	Annual	0		
10-4260-280-000	Telephone	3,200	3,000	200		200	Officer cell phone Captain Position, spitting the cost between Fire/ EMS Phone Stipend	Annual	200		
10-4260-305-000	Prof & Tech	101,380	93,380	8,000		8,000	15 personnel to Prof & Tech annually at \$530 ea App fees (Scheduling, PCR, Alerting, Polices, Training, and Med application)	Annual	8,000		
10-4260-310-000	Billing Services	15,000	15,000	0			No added cost	Annual	0		
10-4260-311-000	EMT Training	18,000	14,000	4,000		4,000	15 personnel to annually PALS,ALS,BLS recertifications at \$250 ea = 4K	Annual	4,000		
10-4260-340-000	Uniforms	12,500	8,000	4,500		4,500	Uniforms (First Year) 15 New personnel at \$300 ea x 15 = 4.5K	One-Time	4,500		
10-4260-340-000	Uniforms	0					Uniforms (future years) 15 New personnel at \$100 ea x 15 = 1.5K	Annual	0		
10-4260-740-000	Medical Equipment	257,304	92,304	165,000	30,000	135,000	Medical equipment to out-fit A123 with 1-LUCAS 55K + 1-LifePak 60k + Load system 50K = 165K	One-Time	135,000		
10-4260-450-000	Special Public Safety Supplies	27,000	25,000	2,000		2,000	Supplies, A123 from BLS to ALS 2K + initial stocking of station 141 with medical re-supply 10,500	One-Time	2,000		
10-4260-450-000	Special Public Safety Supplies	10,500		10,500		10,500	Supplies, A123 from BLS to ALS 2K + initial stocking of station 141 with medical re-supply 10,500	Annual	10,500		
GRAND TOTALS		1,505,907	934,795	571,112	98,200	472,912			468,912	4,000	
Fire Budget Worksheet											
Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type	PH 1 (5 days/12 hours)	Add Ambulane/EMS	
10-4221-110-000	Permanent Employees	93,148	89,148	4,000		4,000	Fire Deputy Chief 4K (includes benefits)	Annual	4,000		
10-4221-120-000	Temporary employees	66,045	66,045	0			Volunteers, would not be utilized at this time, but could be used in the future.	Annual			
10-4221-120-100	Swift Water Rescue	14,000	14,000	0			Training for 15 first responders.	Annual			
10-4221-130-000	Employee Benefits	11,872	11,872	0			Included with positions costs	Annual			
10-4221-230-000	Travel/Training	6,000	6,000	0			Sending an additional 5 FF to Winter Fire School at 1K ea = 5K	Annual			
10-4221-240-000	Office Supplies & Expenses	1,500	1,500	0			Office supplies	Annual			
10-4221-250-000	Equipment Supplies & Maint	43,500	10,000	33,500	10,500	23,000	Turnout storage racks 3K, Physical Fitness Equipment 5K, Tools & Tool storage 2.5K, Mis hose 2.5K, firefighting tools and equipment 10K	One-Time	23,000		
10-4221-250-000	Equipment Supplies & Maint	10,000		10,000	5,000	5,000	hose & handtool replacement	Annual	5,000		
10-4221-260-000	Building & Grounds	24,000	6,000	18,000		18,000	In Station alerting System 18K	One-Time	18,000		
10-4221-280-000	Telephone	1,200	1,000	200		200	Officer cell phone, spitting the cost between Fire/ EMS Phone Stipend	Annual	200		
10-4221-740-000	Equipment - Fire	133,700	40,000	93,700	14,500	79,200	Equipment Not On Engine, Auto Rescue 25K + Rope Rescue Kit TTRS 15K + Three Knox KeyDefender/ Knox Keys 4.5K + Three: 1 & 1/2" Elkhart Chief Nozzles 4.8K + One: 2 & 1/2" Elkhart Chief Nozzle 1.6K + Six: Fire Hose 2 & 1/2" x 50' National hose thread 1.8K + QXT Thermal Camera \$8K + Stihl MS 462 Chainsaw with 18" carbide chain \$2K +Equipment Mounting Equipment 5K, Hazmat 10K, Water/Ice Rescue 1.5K	One-Time	79,200		
10-4221-740-300	Turnout Rotation	75,500	20,000	55,500		55,500	FF Turnouts (15 sets) x 3,700 per set = 55.5K	One-Time	55,500		
GRAND TOTALS		480,465	265,565	214,900	30,000	184,900			184,900	0	
Wildland Budget Worksheet											
Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type	PH 1 (5 days/12 hours)	Add Ambulane/EMS	
10-4222-220-000	Public Notices/Prevention	500	500	0			Public Notices/Prevention	Annual			
10-4222-230-000	Travel/Training	2,000	2,000	0			15 FFs additional training at \$100 ea = \$1500	Annual			

10-4221-250-000	Equipment Supplies & Maint						Mis Rehab and Repair costs 3K + The 2 WPR Brush Trucks and 1 WPR Water Tender are not equiped with Radio's and would need 3 mobile Radio's and 6 Handheld Radio's at 3K ea = 27K				
		37,000	7,000	30,000		30,000		Annual		30,000	
10-4222-290-000	Fire Tools	3,000	3,000	0			Wildland tools rehab and replacement.	Annual			
10-4222-310-000	Warden/Assistant Warden Salary	61,000	61,000	0			If the State of Utah and the FFSL need more funding?	Annual			
10-4222-490-000	Wildfire Midigation	10,000	10,000	0			FFSL County PC	Annual			
10-4222-500-000	Wildfire Preparedness	30,000	30,000	0			FFSL County PC	Annual			
10-4222-510-000	PPE/Uniform	27,000	4,500	22,500		22,500	15 sets of Wildland PPE at \$1,500 ea = 22.5K WP R&F may already have some on gear.	Annual		22,500	
GRAND TOTALS		170,500	118,000	52,500	0	52,500				52,500	0
Fleet Budget Worksheet											
Account Number	Account Title	Total Cost	MCFD Budget	Incremental Cost	Incremental MCFD	Incremental WPR	NOTES	Expense Type		PH 1 (5 days/12 hours)	Add Ambulane/EMS
10-4460-250-400	Fire	36,250	20,500	15,750		15,750	E141 Pump Test 2K+Service \$500 +Hose testing \$500 + Ladder Testing 200 + Safety 50+ Repair, maintenance 4K, and fuel costs 4K	Annual		15,750	
10-4460-250-450	Fire Department Leases	201,715	201,715	0			No additional funding at this time.	Annual			
10-4460-250-500	Ambulance	14,000	10,000	4,000		4,000	Added repair, maintenance and fuel costs A123 4K	Annual			4,000
10-4460-250-550	Ambulance Veh	350,000		350,000		350,000	A new Ambulance would be needed by year 2028 at 350K take 2-years to receive	Major Capital			350,000
10-4460-250-600	Wildland Fire	10,000	8,000	2,000		2,000	Repair, maintenance and fuel costs 2K , 2 brush trucks, 1 Wildland Fire Tender and 1 Wildland Fire UTV	Annual		2,000	
GRAND TOTALS		611,965	240,215	371,750	0	371,750				17,750	354,000
MCFD #141 Total Budget		2,768,837	1,558,575	1,210,262	128,200	1,082,062				724,062	358,000
Annual		1,822,033	1,343,771	478,262	71,700	406,562				398,562	8,000
One-Time		596,804	214,804	382,000	56,500	325,500				325,500	0
Major Capital		350,000	0	350,000	0	350,000				0	350,000
Total		2,768,837	1,558,575	1,210,262	128,200	1,082,062				724,062	358,000

RESOLUTION CR 25-32

A RESOLUTION OF THE MORGAN COUNTY COMMISSION TO APPOINT _____
TO THE MORGAN COUNTY PLANNING COMMISSION.

WHEREAS, County Ordinance CO 24-13 amended the Code involving the appointment of the Morgan County Planning Commission; AND

WHEREAS, the Morgan County Commission has advertised and received applications to serve on the Morgan County Planning Commission; AND

WHEREAS, the Morgan County Commission nominates _____ to serve as the Morgan County Planning Commissioner in an At-Large capacity.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission does hereby support the nomination by quorum and appoints _____ to the Morgan County Planning Commission. This appointment shall be effective as of this Resolution's adoption to 28 February of 2029 or until resignation or removal for cause.

PASSED AND ADOPTED this 17th day of June 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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

Kate Becker

From: Raelene Blocker
Sent: Thursday, May 22, 2025 1:24 PM
To: County Commission; Corey Stark
Cc: Kate Becker; Garrett Smith
Subject: My discussions with UDOT

Dear Commissioners,

I wanted to take a moment to update you on recent progress I've made in collaboration with UDOT regarding safety improvements along the stretch of Old Highway Road between Sinclair and the I-84 on-ramp.

After discussions with Carrie Jacobson, UDOT's Northern Utah Traffic Supervisor, several key developments have emerged:

1. Double Yellow Lines & Traffic Study

UDOT has agreed to paint double yellow lines along this section of the road to help improve safety and reduce head-on collision risks. Additionally, they will be conducting traffic studies at Highland Drive, 5650 West, Monteverde, and Robinson Lane. These studies will focus specifically on left-hand turn volumes to determine whether conditions justify funding for road widening to include a dedicated merge lane.

2. Speed Limit Reduction Contingency

UDOT is also open to lowering the speed limit from 45 mph to 40 mph in this area. However, this change is contingent on two commitments from Morgan County:

- Funding and installation of **two speed feedback signs** (digital radar signs that display driver speed), and
- An increase in **law enforcement presence** in this area to enhance speed compliance and overall traffic safety.

To move forward, I recommend that we discuss allocating the necessary funds for the speed feedback signs and coordinate with the Sheriff's Department regarding enforcement capacity. I believe these measures will contribute meaningfully to improved safety for our residents and commuters who travel this corridor daily.

I welcome your thoughts and am happy to bring this forward for formal discussion and hopefully approval at our June 17 meeting. I will also reach out to Bret to see if he can get us a quote for the two feed back signs, including the installation costs.

Thanks for all you do for Morgan County!

Raelene Blocker
Morgan County Commissioner



Safety Supply & Sign Company, Inc.
3200 South Redwood Road
West Valley City, UT, 84119
Phone: (801) 973-2266
Web: <https://safetyupplyandsign.com>

Quote

Order No.: **Q03137**
Order Date: 6/11/2025
Delivery Date:
Expiration Date: 7/11/2025
Customer ID: 00756

BILL TO:

Morgan County
P. O. Box 886
Morgan UT 84050

SHIP TO:

Morgan County
P. O. Box 886
Morgan UT 84050

CUSTOMER P.O. NO.**TERMS**

Net 30 Days

CONTACT

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



ALL SAFESPACE 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.



THE GLOBAL LEADER IN
TRAFFIC CALMING
AND ITS SOLUTIONS



SafeSpace
EVOLUTION



SafeSpace EVOLUTION 11

The compact SafeSpace 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.

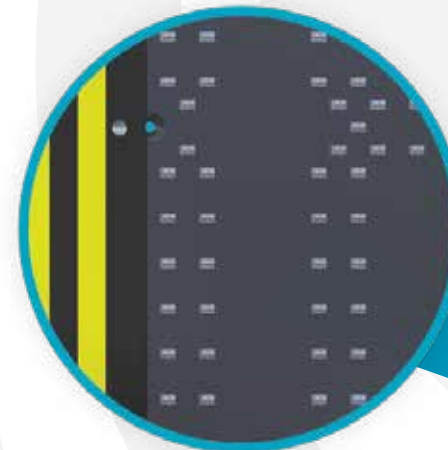


SafeSpace EVOLUTION 12

The SafeSpace 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.



Both signs come with **one full year of cloud service.**



Double LED display that allows for the display of **multicolor** warnings.



- ✓ 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

CONTRACT FOR INDEPENDENT HEARING OFFICER FOR BOE APPEALS

This Agreement is hereby entered into by and between Morgan County, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and "Brad Neff", an independent hearing officer, hereinafter referred to as "IHO." County and IHO are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Utah Code Ann. §59-2-1001(3) authorizes the Morgan County Board of Equalization (BOE) to appoint one or more IHOs, who are trained and experienced in matters of real estate, real property appraisals, finance, economics, public administration, or law, to hear equalization appeals for current year property tax assessments; and

WHEREAS, County desires the option of using an IHO for hearing BOE appeals; and

WHEREAS, County advertised the IHO position publicly, requesting proposals from qualified individuals interested in serving; and

WHEREAS, Brad Neff applied for the position and demonstrated that they are fully qualified to perform the necessary duties herein, and that they maintain training and experience in relevant matters;

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

AGREEMENT

1. IHO agrees to accept referrals of equalization appeals from the Morgan County Board of Equalization and to hear and adjudicate those appeals in compliance with all applicable laws and County policies and procedures.
2. IHO's duties shall include, but not be limited to, the following: becoming familiar with relevant County policies and procedures, following them, and applying them fairly and uniformly; reviewing documents in preparation for BOE hearings; communicating with parties in a timely and professional way; conducting hearings of appeals in person in Weber County or by teleconference, as determined by County; and preparing written decisions on appeals that include findings of fact and opinion of value.
3. Within 5 business days after the conclusion of a BOE hearing (or within up to 30 calendar days in the case of mutually agreed upon extenuating circumstances), IHO shall issue a valuation decision to the BOE for each appeal based on the preponderance of evidence presented therein. In the event new evidence is presented within the BOE hearing, IHO shall afford all parties 10 calendar days to provide a written response to the new evidence prior to issuing a valuation decision.
4. IHO agrees to promptly notify County of any circumstances or conflicts of interest that would restrict or adversely affect IHO's ability to perform IHO's duties under this

IHO Contract for BOE Appeals—Brad Neff

Agreement. This includes, but is not limited to, the statutory prohibition against employees of a county assessor's office serving as an IHO.

5. IHO shall maintain familiarity with changes, updates, and trends in property tax equalization law. The County shall also provide notice of any applicable changes to BOE law, or policy, as those changes are enacted.
6. The following provisions govern compensation:
 - a. County will pay IHO as follows:
 - i. \$75.00 per non-commercial hearing (typically residential).
 - ii. \$75.00 per commercial hearing.
 - b. County will notify IHO of a hearing cancellation at least two business days before the hearing. In the event of a hearing cancellation within one business day of the pre-arranged hearing date, the County will guarantee the IHO's compensation for that time slot to account for any preparation and opportunity cost related to the canceled hearing.
 - c. County will not compensate IHO for travel time or mileage. County does not anticipate that IHO will incur other significant costs in the course of performing under this Agreement, so County will not reimburse costs incurred.
 - d. To receive payment, IHO must submit an invoice showing the date and the hearings that were performed.
 - e. Upon receipt of an invoice, County will follow its standard contract payment practices. IHO acknowledges that payment will not be immediate, due to routine processing time, and releases County from all liability associated with delays in payment.
7. This Agreement is not, and does not create, an employment contract, express or implied. IHO is, for all purposes, an independent contractor. IHO is responsible to pay any and all taxes and fees which may result from the compensation paid to IHO pursuant to this Agreement.
8. Pursuant to Utah Code Ann. §59-1-404, IHO agrees, as one either conducting or participating in the proceeding, they shall not disclose outside of this proceeding, except as permitted by the foregoing or by Utah State Tax Commission Rule, Order, or Judicial Order any commercial information disclosed in BOE proceedings. IHO also agrees to sign an individual confidentiality agreement for each commercial BOE hearing prior to being presented with any confidential information.
9. If, at the time of applying to serve as an IHO, the IHO is subject to any probation, censure, or revocation of any license or other qualification pertinent to their role as a

IHO Contract for BOE Appeals—Brad Neff

hearing officer, or if they have been convicted of any crime, the IHO shall notify the County as part of the application. If any such action occurs after the initial application, the IHO shall notify the County within five business days after the action.

10. IHO shall not assign or otherwise transfer IHO's obligations under this Agreement.
11. County neither represents nor guarantees that any appeals will be referred to IHO.
12. This Agreement is not exclusive. County may contract with other IHOs to hear and adjudicate equalization appeals. County is under no obligation to refer appeals to IHO, whether or not County has contracted with other IHOs. County may withdraw a referred appeal from IHO at any time before the final decision is issued. If County withdraws an appeal after IHO has conducted a hearing for it, then County shall pay for the hearing completed before the notice of withdrawal, subject to the compensation provisions of this Agreement.
13. This Agreement may be terminated at any time, by either Party, for any reason or no reason. However, the terminating Party must give 60 days' written notice before the termination takes effect, unless the termination is for cause or the other Party waives the notice requirement. This notice requirement is specifically intended to provide County with sufficient time to secure the services of another IHO if IHO terminates the Agreement shortly before an appeal hearing.
14. This Agreement shall automatically terminate three years after the effective date, unless both Parties agree to renew the Agreement. The option to renew may be exercised for up to two additional three-year terms after the initial term, after which the Agreement may not be renewed, though a new and separate agreement may be initiated after that time.
15. All notices, questions, invoices, and other communications shall be directed to the following individuals, unless otherwise designated:

FOR COUNTY:

Leslie Hyde
Clerk for the Board of Equalization
48 W Young Street, Box 886
Morgan, UT 84050
(801) 845-4010
lhyde@morgancountyutah.gov

FOR IHO:

Brad Neff
bradneff11@gmail.com

16. IHO agrees to treat all information and documents acquired in the course of performing under this Agreement as confidential, unless the law requires otherwise.
17. This Agreement can be changed, modified, or amended only by written agreement of the Parties.

18. This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
19. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned have affixed their respective

signatures. Signed on behalf of County this ____ day of _____, 2025

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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

INDEPENDENT HEARING OFFICER

By _____
Brad Neff

Date _____

ORDINANCE NO. 25-13

AN ORDINANCE OF MORGAN, UTAH, IMPOSING A 0.3% LOCAL OPTION SALES TAX FOR PUBLIC SAFETY UNDER UTAH CODE ANNOTATED (UCA) § 59-12-2216

WHEREAS, the Morgan County is authorized to impose a Local Option Sales Tax for Public Safety Purposes under UCA 5-12-2216 (3)(b); AND

WHEREAS, Morgan has an ongoing and acute need for public safety funding; AND

WHEREAS, UCA 59-12-2216 (1) provides for the imposition of up to 0.3% sales and use tax for Public Safety Purposes.

NOW, THEREFORE, BE IT ORDAINED by the County Commission of Morgan, Utah, to impose a 0.3% sales and use tax for Public Safety purposes as permitted under UCA 59-12-2216. Said sales and use tax will be requested for allocation by the Utah State Tax Commission upon passage of this Ordinance.

PASSED AND ADOPTED this 17th day of June, 2025, by the Morgan County Commission.

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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

Morgan County Resolution CR 25-33

Allowing for the temporary sale of beer on County property during the 2025 Morgan County Fair, specifically July 31, August 2, and August 3.

WHEREAS, the Morgan County Fair is a County sponsored event held on the Morgan County Fairgrounds at 750 E Como Springs Road, Morgan UT 84050; AND

WHEREAS, Morgan County Code § 150.27 County Fairgrounds

(A) *Prohibited*. Except as provided in division (B) below, no person shall bring into, consume, use or possess an “alcoholic beverage,” as defined in UCA § 32B-1-102, as amended, in the county fairgrounds during any event.

(B) *Exception*. The County Commission may, in its sole discretion, allow for the sale, use and possession of alcoholic beverages by organizations whose membership, by majority vote, approve it in the county fairgrounds for specific events, under the following conditions:

- (1) Proof of liability insurance in the form of a certificate of insurance naming the county as certificate holder, in a form satisfactory to the County Commission;
- (2) Acquisition of a business license and compliance with the conditions thereof; and
- (3) Under such other terms and conditions the County Commission deems appropriate.

WHEREAS, the County has complied with County Code §150.27 (B)(1), § 110.03 by first obtaining a beer license and shall also comply with the state’s Alcoholic Beverage Control Act, being UCA § 32B-1-101, and pursuant to §150.27(B)(3) no other terms or conditions have been deemed appropriate by the Commission for this event.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission, in its sole discretion, shall allow for the sale, use, and possession of alcoholic beverages on the Morgan County Fairgrounds for the Morgan County Fair specifically for the dates of July 31, August 2, and August 3, 2025.

PASSED AND ADOPTED this 17th day of June 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson,
County Commission Chair

Leslie A. Hyde,
Morgan County Clerk/Auditor

Morgan County Resolution CR 25-33

APPROVED AS TO FORM:

Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

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



Utah Office of Tourism
300 N State St
Salt Lake City, UT 84114

June 6, 2025

RE: 2025 UOT Co-op Grant Application

Dear Grant Committee,

Morgan County has a 4.5% Transient Room Tax for the benefit of promoting tourism throughout the county.

We support the county's commitment to using the money generated from this tax as a source of the \$113,700 match for this grant.

Sincerely,

MATTHEW WILSON
MORGAN COUNTY COMMISSION CHAIR



122 W 26th Street, Suite 1104 New York, NY 10001
accounting@polimorphic.com
(919) 812-1803

CREATED BY	Kate Armstrong	ORDER NUMBER	MO_UT_CO_001
CONTACT PHONE	303-710-5471	ORDER DATE	5/30/2025
CONTACT EMAIL	k.armstrong@polimorphic.com	VALID IF SIGNED BY	6/15/2025

CUSTOMER INFORMATION

CUSTOMER NAME	Morgan County	POC NAME	Kate Becker
BILLING CONTACT	Kate Becker	POC EMAIL	kBecker@morgancountyutah.gov
BILLING EMAIL	kBecker@morgancountyutah.gov	POC PHONE	
BILL TO ADDRESS	48 West Young Street P.O Box 886 Morgan, UT 84050		
SHIP TO ADDRESS	48 West Young Street P.O Box 886 Morgan, UT 84050		

SERVICES

SUBSCRIPTION			ANNUAL COST
AI Search & Chatbot:	Unlimted web queries via Search Tool / Chatbot (Discounted from \$6K)	<input checked="" type="checkbox"/>	\$5,000
Voice AI:	To supplement existing phone line.	<input type="checkbox"/>	
CRM & Workflows:	Unlimited processes/workflows. 0 seats.	<input type="checkbox"/>	
Integrations:	Data connections to other software	<input type="checkbox"/>	
Bundle Discount: 0%			0.00
Reseller Fees: 0%			\$0
TOTAL ANNUAL SUBSCRIPTION COST:			\$5,000

BILLING

DESCRIPTION	NOTES	START	END	AMOUNT DUE	BILLING DATE
Year 1		7/1/2025	6/30/2026	\$5,000.00	7/1/2025
Year 2		7/1/2026	6/30/2027	\$5,000.00	7/1/2026
Year 3		7/1/2027	6/30/2028	\$5,000.00	7/1/2027

TERMS

Billing Terms and Conditions		
Valid Until	Jun 15, 2025	Pricing set forth herein is valid only if Polimorphic Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.

Rate Increase	4% per annum	After the final service end date listed in this service order, the Annual Subscription Service Fee shall automatically increase by this amount each subsequent year.
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General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice to accounting@polimorphic.com . In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Taxes	The Service Fees and Billing amounts set forth above in this Polimorphic Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, Polimorphic shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to Polimorphic demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the Polimorphic Terms of Service, this Polimorphic Service Order commences on the Order Date stated above and shall continue until the completion of the Service Period(s) for the Service(s) described above. Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the initial Service Period subscriptions automatically renew for successive annual periods (each an " <i>Annual Term</i> "), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term. Written notice to Polimorphic should be sent to accounting@polimorphic.com .
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this Polimorphic Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the Polimorphic Terms of Service found at https://www.polimorphic.ai/terms-of-service , which are hereby incorporated into this Service Order.

Customer	
Signature	
Name	
Title	

Polimorphic, Inc.	
Signature	
Name	Parth Shah
Title	CEO