



## MORGAN COUNTY COMMISSION MEETING AGENDA

**January 20<sup>th</sup>, 2026**

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

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

**NOTE: Commissioner Mike Newton will be attending virtually.**

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

- Flagship Map Changes and Development Agreement Discussion: Brandon Green
- Cottonwoods Land Swap Discussion: Rulon Gardner

### **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 January 6<sup>th</sup>, 2026.
2. Approval of **CR 26-06** the renewal of the Interlocal Cooperation Agreement between Morgan County and the Morgan County School District for recreation space.
3. Approval of RFP verbiage for remodeling to meet state election security requirements.
4. Approval of our annual agreement with HBME for Audit Services with a defined scope.
5. Notice of opening on the Weed Abatement Board – Open to Submissions
6. Approval of RFP verbiage for the Morgan County Fair's Ticket Management Platform.
7. Notice of Local Wildlife Photography and Taxidermy Exhibit at the Morgan County Historical Society January 20-30<sup>th</sup> 12-5pm.
8. **Postponed from 12/17/2025 & 01/06/2026 meetings**; The County's Predation Management Plan for 2026 and commitment of participating funds from 71-2229-000-000.
9. Approval of the final wording of the Express Recovery Services, INC collection agreement for delinquent ambulatory invoices based off the awarded RFP from the 10/07/2025 Commission Meeting.
10. Confirmation of the 2026 Elected Officials Conflicts of Interest Forms, presented to the Commission by the Morgan County Clerk/Auditor. These were posted to the Morgan County website on January 7<sup>th</sup>, 2026.

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

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

#### **(E) Presentations**

Introduction of Morgan City Councilwoman **Laurann McGuire**

#### **(F) Action Items**

1. **Nicole Reed** – Discussion/Decision – 4H Program Coordinator on behalf of USU Extension Discussion and approval of **CR 26-07** The 2026 Cooperative Agreement for Utah State University Extension Services.
2. **Hon. Kimberly Harrison** – Discussion/Decision – Registration Refund Discussion and decision on refunding \$50 on a paid registration that was sold before expiration.

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3. **Bret Heiner** – Discussion/Decision – Morgan County Public Works Director  
Discussion and approval of the purchase of a Saw T630 tilt trailer and a 2026 Ram 2500 as pursuant to CR 25-49 the Morgan County Asset Acquisition Policy.
4. **Hon. Shaun Rose** – Discussion/Decision – ProWest Enterprise GIS Implementation  
Discussion and decision on the scope of work agreement with ProWest & Associates for implementation services for the transition to Enterprise GIS.
5. **Hon. Shaun Rose** – Discussion/Decision – 2026 Budget Adjustment  
Continued discussion and decision on creating a Full-Time Surveyor position within the Morgan County Recorder’s office for the budget year of 2026.  
[This was discussed at the 01/06/2026 Commission Meeting and further cost speculations were requested by the Commission.]
6. **Erica White** – Discussion/Decision – Morgan County Emergency Management Director  
Request for a County bank card with a limit of \$2,500 for use by Emergency Management as well as any interim Fire Department needs such as Ambulance tolls.
7. **Morgan County Board of Equalization** – Discussion/Decision – Late Appeal Requests  
Discussion and decision on late appeal requests to the Board of Equalization.
  - a. **CR 26-2504-BOE** Late Appeal Request: MTGT Capital LLC
  - b. **CR 26-2505-BOE** Late Appeal Request: Ashley Willis
8. **Morgan County Board of Equalization** – Discussion/Decision – BOE Hearing  
Discussion and decision on BOE Hearing **CR 26-2506-BOE** based on the approved late appeal CR 26-2503-BOE from 01/04/2026 for Levi Harper; Appellant is requesting a primary residence exemption for the tax year 2025.
9. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning  
Whisper Ridge at Stone Canyon DA, First Amendment: County Ordinance **CO 26-01**  
Request to amend the Whisper Ridge at Stone Canyon Development Agreement to remove the requirement for a professional property manager to maintain the common open space.
10. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning  
Cottonwoods Development Agreement Amendment: County Ordinance **CO 26-02** A request to approve an amendment to the Cottonwoods Development Agreement (“DA”) and the Cottonwoods Planned Unit Development (“PUD”) Overlay District to remove specific properties from the land area governed by the DA, thereby reverting those properties to parcels within the unincorporated county; and to add additional land from adjoining parcels into the Cottonwoods Development Agreement to offset the reduction.
11. **Hon. Raelene Blocker** – Discussion/Decision – Commissioner  
Discussion and decision on **CR 26-08** Commissioner Blocker’s nomination of **Jason Murray** to the Morgan County Community and Economic Opportunity Board as the private sector representative with economic development experience.
12. **Morgan County Commission** – Discussion – 2026 Nat’l Day of the American Cowboy  
Discussion on possible nominations for 2026. **2025 Awardee: Jessie Franich**
13. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Discussion and decision of the Public Defender Contract based off the awarded RFQ to Colton McKay that was approved at the 01/06/2026 Commission Meeting.

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**14. Hon. Garrett Smith** – Discussion/Decision – Morgan County Attorney  
Discussion and decision on suggested changes on the Kent Smith rental agreement with Mountain Green Sewer Improvement District.

**15. Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Postponed from 12/17/2025 & 01/06/2026 meetings; Attorney's office is still working through redlines. Request to postpone to March 3, 2026; The Morgan County Historical Society By-Laws.

**(G) Commissioner Comments**

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

The undersigned does hereby certify that the above notice and agenda were posted as required by law this the 16th day of January 2026.

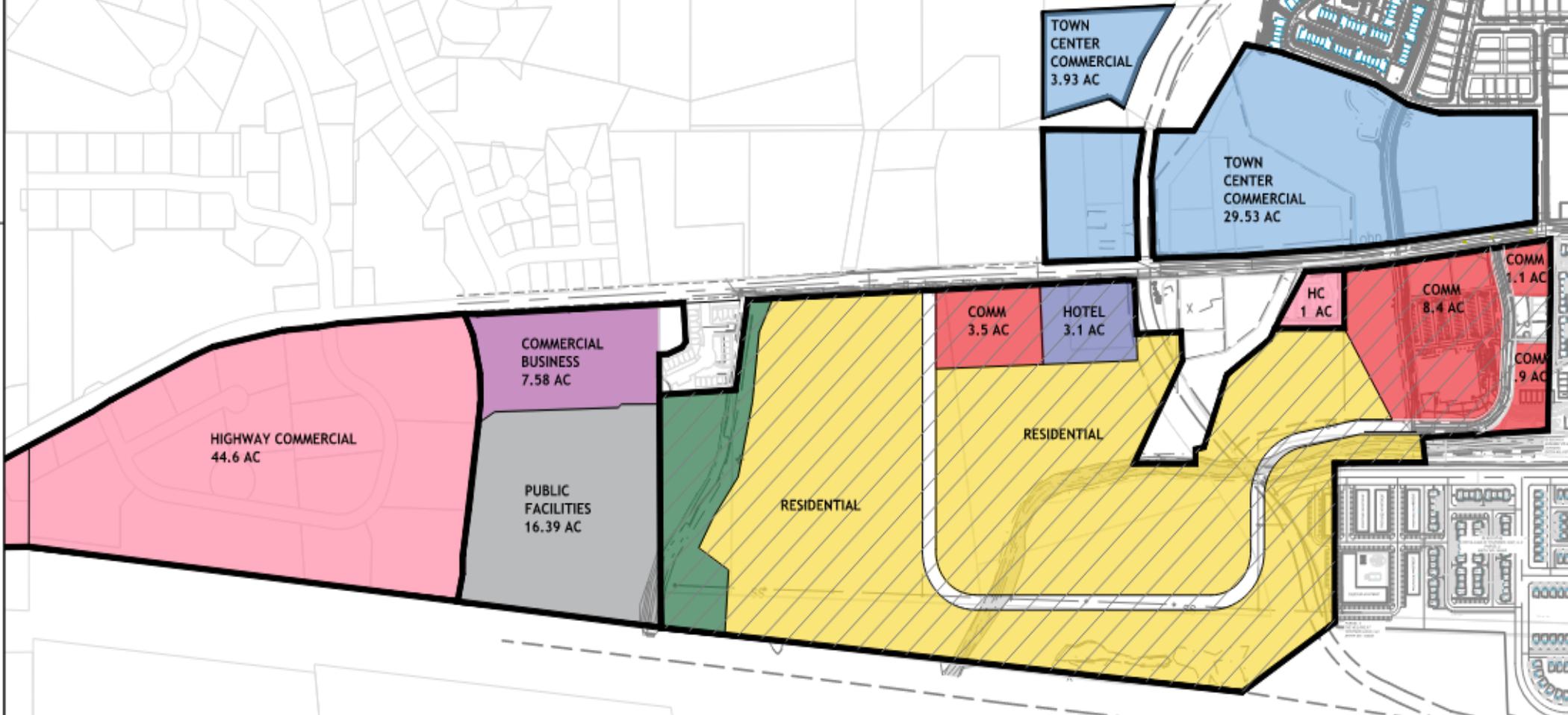


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Kate Becker – Morgan County Administrative Manager

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

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

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



**LEGEND**

- HIGHWAY COMMERCIAL
- COMMERCIAL BUSINESS
- TOWN CENTER COMMERCIAL
- PUBLIC FACILITIES

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- MOUNTAIN GREEN VILLAGE MDA (HATCHED AREA)
- GENERAL COMMERCIAL
- HOTEL COMMERCIAL
- RESIDENTIAL

**TABULATION OF COMMERCIALLY ZONED PARCELS**

HIGHWAY COMMERCIAL ZONED: 45.6 ACRES  
 COMMERCIAL BUSINESS ZONED: 7.58 ACRES  
 TOWN CENTER COMMERCIAL: 33.46 ACRES

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MOUNTAIN GREEN VILLAGE MDA (HATCHED AREA)  
 HOTEL COMMERCIAL: 3.1 ACRES  
 GENERAL COMMERCIAL: 13.9 ACRES

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TOTAL COMMERCIAL ZONING: 103.64 ACRES

## **Proposed Morgan County Code Text Amendment**

Current Text:

§ 155.266 SCOPE.

(C) Mixed-use developments. Mixed-use developments shall have at least 35% of the development area designated for commercial uses.

Proposed Text:

(C) Mixed-Use Developments.

(i) Mixed-use developments. Mixed-use developments should have at least 25% of the development area designated for commercial uses. Requests for reductions in the required percentage of commercial uses in a mixed-use development will be reviewed on a case-by-case basis and may be granted by the County Commission after review and recommendation by County planning staff.

(ii) Review of a request shall consider commercial conditions in the area, existing and anticipated developments, possible collaboration between developers, and the amount of commercial uses that the location and adjacent population can support, in order for commercial areas to achieve both short- and long-term success.

# Issues Raised Regarding Proposed Third Amendment to Cottonwoods DA

## 1. Why is a Third Amendment being considered?

Because the original Development Agreement assumed phased acquisition and development of all nine phases, including construction of major amenities, but the original developer acquired and developed only the early phases. Phases 6 and 9 were never purchased, no recorded owner consent binding those landowners to the DA has been located, and private agreements referenced by the original developer do not bind the County. The CPUD Overlay District, adopted by ordinance, continues to apply to all affected properties. The amendment is intended to address these ownership, consent, and feasibility issues while preserving the County's regulatory authority and planning objectives.

## 2. How does the amendment address unbuilt amenities and “usable open space”?

It acknowledges that the equestrian center and golf course were contemplated in phases never acquired and never constructed, and clarifies that references to “usable open space” were project-specific and tied to density assumptions associated with those amenities rather than a general open space requirement.

## 3. How does the amendment affect density? (Key Planning Issue)

Although the amendment increases the total number of dwelling units allocated to Phases 6 and 9, those phases remain substantially lower in density on a per-acre basis than the earlier phases developed by the original developer and will remain the lowest-density residential components of the Cottonwoods development.

## 4. What are the HOA and MOA implications of the amendment?

The Development Agreement requires HOA governance at the phase level, but MOA applicability depends on annexation under the MOA Declaration. The amendment clarifies how later phases may comply without imposing MOA obligations where annexation has not occurred. **NOTE: DA should be amended to state that the MOA “may” and not “shall” be recorded against each phase.**

## Memo

### Ownership/applicability:

The proposed amendment to the Cottonwoods Development Agreement (“DA”) and the Cottonwoods PUD Overlay District (“CPUD”) is intended to address long-standing ownership, consent, and feasibility issues while preserving the County's adopted planning objectives and regulatory authority.

The original DA was executed by Gardner Cottonwood Creek, L.C. (“GCC”) in anticipation of a phased acquisition and development of all nine phases of the Cottonwoods project. GCC ultimately acquired and developed only the early phases and did not purchase all phases, including Phases 6 and 9. Following the Planning Commission meeting, staff conducted an additional review of the County’s records and has not located any recorded owner affidavit, consent, or other instrument binding the original landowners, including the Wilkinson family, or their successors, to the DA. As a result, the enforceability of the DA against landowners who never signed the agreement and never conveyed their property remains uncertain.

By contrast, the CPUD Overlay District was adopted by ordinance following public notice and legislative action, recorded against the property, and therefore runs with the land. Regardless of DA participation, all affected properties remain subject to the CPUD and other applicable land-use regulations adopted by the County.

Counsel for GCC has referenced a private settlement agreement entered into between GCC and other private parties. Morgan County was not a party to the referenced private settlement agreement and did not approve, adopt, or incorporate it by ordinance or resolution. Accordingly, the County is not bound by that agreement and has no obligation to enforce, defer to, or condition its land-use decisions on any private consent requirements, amendment limitations, or obligations arising solely from that settlement. The County’s authority to amend the Development Agreement and the CPUD derives from the Development Agreement itself and from the County’s independent legislative land-use authority.

At the same time, the existence of private agreements between the original developer and subsequent landowners may give rise to contractual obligations that affect those parties’ ability to implement development approvals or amendments. Successor landowners remain responsible for evaluating and satisfying any such private obligations and have been advised to obtain their own legal counsel to ensure that they are able to comply with the Development Agreement as amended.

Finally, unless and until the County affirmatively agrees otherwise, the original developer remains responsible for obligations imposed under the Development Agreement with respect to Phases 6 and 9. Any release, substitution, or transfer of those obligations requires express County approval and cannot be accomplished unilaterally through private agreement. The proposed amendment responds to this reality by allowing a non-consenting Phase 9 landowner to remove their property from the DA, while allowing other landowners who are willing to be bound by the DA to opt in. Although the County is not legally required to offer this substitution mechanism, it reflects a good-faith effort to maintain planning continuity while acknowledging actual ownership and consent constraints.

### **Amenities and Open Space:**

The amendment also addresses assumptions embedded in the original Development Agreement that no longer reflect the actual development history of the project. Two major amenities, the equestrian center (required) and the golf course (optional), were contemplated in later phases that were never acquired by the original developer and were never constructed. Each of these

amenities would have occupied substantial portions of those phases and would have functioned as specialized, managed facilities rather than generally accessible open areas. References to “usable” open space appear in connection with these contemplated amenities, particularly the proposed Phase 9 golf course, and were used as part of a project-specific justification for density assumptions and potential bonus density. Those references were intended to allow these amenities to be credited toward open space requirements if approved by the County and do not establish a general or ongoing requirement governing the character, usability, or accessibility of open space across all phases of the development.

Development agreements function as negotiated exchanges: increased density or development flexibility is typically granted in return for amenities, infrastructure, or other public benefits. In the Cottonwoods DA, higher density assumptions were tied to the inclusion of major amenities, including the equestrian center and potential golf course. Those amenities were intended to offset increased development intensity and were reflected in the original density framework. It would be inequitable to continue to rely on reduced-density assumptions tied to amenities that were never constructed and were located in phases never acquired by the original developer, while allowing higher-density development to proceed in phases where the negotiated amenities were not provided.

#### **Density/dwelling units:**

The Planning Commission’s recommendation does allow an increase in the total number of dwelling units allocated to Phases 6 and 9. However, it is critical to place that increase in its proper planning context. Even with the additional units, the overall density of Phases 6 and 9 remains significantly lower than the density approved and constructed in the earlier phases developed by the original developer.

Phases 6 and 9 together comprise approximately 434 acres—nearly half of the roughly 1,036 acres originally contemplated for development—and were the intended location of the project’s two largest amenities. As reflected in Exhibit A to Development Agreement Amendment No. 3, only 253 dwelling units are allocated to this area, resulting in an overall density of approximately 0.58 dwelling units per acre, which is lower than the approximately 1.0 dwelling unit per acre reflected in previously developed phases.

Accordingly, while the amendment increases the total number of units previously contemplated for Phases 6 and 9, it does so within a framework that substantially reduces development intensity on a per-acre basis relative to the phases already constructed. Even with the approved increase in total units, Phases 6 and 9 will remain the lowest-density residential components of the Cottonwoods development.

From a planning perspective, the amendment reallocates density without increasing overall development intensity. Density is concentrated where development is more feasible and constrained where physical limitations exist.

Finally, the amendment establishes only maximum potential entitlements. It does not approve any subdivision plat or guarantee any particular number, type, or configuration of dwelling units.

All future development remains subject to plat approval and site-specific review, including evaluation of water availability, geologic hazards, infrastructure capacity, access, and compliance with all applicable County ordinances and standards.

**MOA Membership and Maintenance Responsibilities:**

Questions have been raised regarding whether the DA requires all phases to join the Mountain Green/Cottonwoods Master Owners Association (“MOA”) and whether the MOA is responsible for maintenance of common areas in Phases 6 and 9. The analysis below addresses those questions based on the Development Agreement and recorded MOA documents.

The Cottonwoods Development Agreement (“DA”) clearly requires that homeowners association covenants be recorded in connection with the platting of each development phase. That requirement is mandatory and binding on successor developers. At the same time, the DA’s recording requirement must be reconciled with the separate and independent Master Owners Association (“MOA”) Declaration, which limits its applicability to property actually annexed by the Declarant. The proposed amendment appropriately addresses this tension, but further clarification is recommended.

**1. Development Agreement Requirements (Binding on the County and Successor Developers)**

The DA expressly binds successor developers:

“This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in the ownership or development of any portion of The Cottonwoods.”

(DA § 7.1)

Accordingly, the owners of Phases 6 and 9 are properly treated as successor developers subject to the DA unless released or modified by amendment.

The DA also contains mandatory language requiring recording of homeowners association documents at the time of platting.

First, with respect to the Master Declaration:

“The Master Declaration shall be recorded by the Developer against each such phase or portion of the Property as are, from time to time, developed by Developer for residential purposes.”

(DA § 2.3)

This is unequivocal “shall” language. On its face, it requires the Master Declaration to be recorded against each phase when that phase is developed.

Second, the DA separately requires a phase-specific declaration and association:

“Upon the recording of a Plat, Developer shall record the covenants and restrictions with respect to the applicable Phase (each a ‘Neighborhood Declaration’). Each Neighborhood Declaration shall establish a home owners association for such Neighborhood.”  
(DA § 2.4)

These provisions establish two parallel requirements at platting:

- recording of the Master Declaration; and
- recording of a Neighborhood Declaration establishing an HOA for the phase.

At the same time, the DA makes clear that phases and neighborhoods are not required to be developed or governed as a single unit:

“Nothing set forth above shall require Developer to develop an entire Neighborhood unless and to the extent the entire Neighborhood is located within a Phase which is being developed by Developer.”  
(DA § 2.4, final paragraph)

Finally, the DA disclaims County responsibility for HOA enforcement:

“In no event shall the County be responsible or liable for the enforcement of the Master HOA.”  
(DA § 2.3)

## **2. Tension Between DA Recording Requirement and MOA Applicability**

While the DA requires recording of the Master Declaration, the MOA Declaration itself is a separate recorded private instrument that strictly limits its applicability.

Under the MOA Declaration:

- The MOA applies only to the “Initial Development” described in the Declaration; and
- “Additional Property” may be brought under the MOA only by affirmative annexation by the Declarant.

“Additional Property may be annexed to and made subject to this Declaration...”  
(MOA Art. 2.2)

Cottonwood MAO original

Annexation authority rests with the Declarant acting as landowner. Property not owned or controlled by the Declarant cannot be unilaterally annexed into the MOA merely by recording the Declaration against it.

This creates a practical and legal concern: recording the Master MOA against a phase does not, by itself, make that property subject to the MOA unless annexation has actually occurred. Recording the MOA against land that is not annexed risks:

- creating title confusion,
- implying governance and assessment authority that does not legally exist, and
- exposing future owners and lenders to uncertainty regarding HOA obligations.

This concern is heightened where, as here, the MOA has declined to accept later phases, and no recorded annexation instruments have been identified.

### **3. New Developers' Proposed Approach**

The new developers' proposed amendment language acknowledges this reality. As described in the application materials and representations to the Planning Commission, the developers propose to:

- Either join the existing MOA if permitted by that association's governing documents,
- Or establish a separate HOA for Phases 6 and 9 to satisfy the DA's requirement that each phase be governed by recorded covenants and an association.

This approach correctly:

- treats the developers as bound by the DA,
- satisfies the DA's requirement that HOA governance exist for each phase, and
- respects the MOA as a private entity that cannot be compelled to accept additional land.

### **4. Recommended Clarification to the Development Agreement**

Given the mandatory "shall record" language in DA § 2.3, a targeted amendment is recommended to avoid recording the Master MOA against property that is not legally subject to it.

Specifically, the amendment should clarify that:

- The requirement to record the Master Declaration applies only to phases that are annexed into the MOA in accordance with the MOA Declaration; and
- For phases that are not annexed, compliance with the DA is satisfied by recording a Neighborhood Declaration and establishing a phase-specific HOA.

This clarification would:

- align the DA with the MOA's annexation mechanics,
- prevent recording instruments from overstating their legal effect,
- preserve the County's planning objectives, and
- reduce risk of future disputes over governance and maintenance responsibility.

**PARR BROWN  
GEE & LOVELESS**

ATTORNEYS AT LAW

Robert A. McConnell  
Attorney at Law  
[rmcconnell@parrbrown.com](mailto:rmcconnell@parrbrown.com)

January 8, 2026

VIA EMAIL

Morgan County Planning Department  
Members of the Morgan County Planning Commission  
Morgan County Attorney

RE: Public Meeting/Discussion/Decision - Cottonwoods Development Agreement Amendment.

Ladies and Gentlemen:

This firm represents Gardner Cottonwood Creek, L.C. (“GCC”), which has asked us to reach out to you in connection with the January 8, 2026 Planning Commission Agenda item captioned: “Public Hearing/ Discussion/ Decision – Cottonwoods Development Agreement Amendment.” This agenda item proposes an amendment (the “Proposed Amendment”) to the Cottonwoods Development Agreement (the “Development Agreement”) to *”remove specific properties from the land area governed by the Development Agreement, thereby reverting those properties to parcels within the unincorporated county, and to add additional land from adjoining parcels into the Cottonwoods Development to offset the reduction.”* The Proposed Amendment also contemplates an amendment of the Cottonwoods PUD Overlay District (the “CPUD Zone”).

GCC is the “Developer” identified in the Development Agreement and GCC and/or GCC’s affiliates developed Phases 1-6 and 7 of The Cottonwoods at Mountain Green (the “Cottonwoods”). The Development Agreement and CPUD Zone were negotiated and executed by GCC with the express written consent of Wilkinson Family Farm, LLC (“WFF”), which was the owner of the subject property at the time and executed the standard County required owner consent form in connection with GCC’s land use applications pertaining to the Development Agreement and the CPUD Zone.

In July of 2015, GCC and WFF signed a settlement agreement (the “Settlement Agreement”) relating to those portions of property affected by the CPUD Zone that, as of the date of the Settlement Agreement, had neither been purchased by GCC nor developed or platted pursuant to the Development Agreement or the CPUD Zone.

Parr Brown Gee & Loveless, A Professional Corporation  
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Pursuant to the Settlement Agreement, GCC and WFF expressly agreed “that their respective development of the Acquired Phases [i.e. all property purchased by GCC and owned by GCC as of the date of the Settlement Agreement] and the Remaining Property [i.e. all property that had not been purchased by GCC and was owned by WFF as of the date of the Settlement Agreement] shall occur, to the extent that applicable property is subject thereto, pursuant to the terms of the Development Agreement and the CPUD Zone or such other zoning district as the applicable property may be subject to from time to time.” In addition, pursuant to the Settlement Agreement and a separate Assignment and Assumption of Rights and Obligations dated July 14, 2025, GCC expressly assigned to WFF, and WFF expressly assumed from GCC, all of GCC’s “right, title, interest and obligations, as Developer under the Development Agreement with respect to the Remaining Property.”

The Settlement Agreement included a provision whereby: (a) Morgan County’s consent would be sought to the foregoing assignment to WFF in connection with WFF’s development efforts (Settlement Agreement, §5.b.); and (b) WFF expressly agreed that it would “cause any purchaser of the Remaining Property to . . . assume the obligations under the Development Agreement pertaining to the property acquired by such purchaser, whereupon, GCC and such purchaser shall seek the County’s approval of such assignment to the successor purchaser such that GCC is relieved of any obligations arising under the Development Agreement with respect to the applicable phase” (Settlement Agreement, §5.b.). Finally, the Settlement Agreement provides: “*Until a successor developer is accepted by the County, the Development Agreement may not be amended or modified without GCC’s express written consent*” (Settlement Agreement, §5.b.ii, emphasis added).

GCC assumes that WFF complied with its obligations under the Settlement Agreement in connection with its transfer of the Remaining Property to the owners of Phases 6, 8 and 9 and does not object to such assignments if they in fact have occurred, but GCC has not received notice of any such assignments, nor any request from WFF or its assignees to participate with such assignee in securing the County’s consent to such assignment. While GCC does not object to such assignments, it will not consent to the Proposed Amendment absent the County’s acceptance of WFF’s assignees as the successor “Developer” with respect to the real property owned by such assignee, each as applicable. Once such assignment is confirmed and the County’s consent is granted, GCC acknowledges that WFF and/or its successors in interest are permitted to amend the Development Agreement, but only as it relates to the undeveloped portions of the Remaining Property that such assignee owns (Settlement Agreement, §5.b.iv.) and otherwise subject to the constraints set forth in the Settlement Agreement.

With respect to the constraints in the Settlement Agreement, GCC submits that the Proposed Amendment exceeds these constraints, including lot densities, bonus densities/exchange of usable open space for unusable open space, and viewshed restrictions for the reasons stated below.

### Lot Density

The application for the Proposed Amendment (the “Application”) states: “The *new concept plan for Phase 6 and 9 (including the revised area) provides for a maximum of 253 dwelling units on the 434 acres affected by Amendment #3.*”

The current recorded concept plan depicts 137 units within Phases 6 and 9, with 67 Lots proposed for Phase 6 and 70 Lots proposed for Phase 9. These densities are supported by GCC and are consistent with the provisions of the Settlement Agreement pertaining to WFF’s participation in certain infrastructure development costs applicable to such phases.

The Proposed Amendment, on the other hand, would increase the density in Phases 6 and 9 by more than 116 units. While the Application indicates that “[t]his keeps the Development Agreement area and dwelling density almost the same as the original,” it proposes a substantial increase (approximately 85%) in these two phases. GCC has not transferred any density from phases developed by GCC to support this increase in density, and the Application does not include any documentation that such increased density is being transferred from other property in the County or within the CPUD Zone. If the applicants are allowed to unilaterally increase their respective density without such density transfers, the maximum density for the Cottonwoods as set forth in the Development Agreement will be exceeded. Such an increase should be carefully considered by the County and any amendment to the Development Agreement should affirmatively state that the County’s election to approve such a density increase for Phases 6 and 9, if in fact approved, does not affect the densities available to the other phases in the Cottonwoods.

### Bonus Density and Open Space Swap

The original approval of the Development Agreement and CPUD Zone addressed several open space requirements. The Cottonwoods was granted a 10% density bonus (PUD Overlay Report 14.1) because Phase 9 included a large area of usable open space that was both usable and publicly accessible. Usable open space is defined as property having slopes less than 15%. The total bonus density granted for extra usable open space pursuant to the Development Agreement and CPUD Zone was 41.096 units.

The Proposed Amendment speaks to the removal and replacement of open space, but it fails to consider the type of open space being exchanged. The Application does not include any information pertaining to whether the property proposed for the exchange meets the usable open space requirements, but if the open space swap is not equal (i.e. usable for usable), the County should at least be informed as to that fact, and that the overall bonus density granted pursuant to the Development Agreement and CPUD Zone is substantively increased by this proposal. Moreover, if a density reduction is imposed by the County in connection with the proposed open space exchange, such reduction should be borne by the phases advocating for the proposed exchange. GCC also notes that the Proposed Amendment contemplates the rezoning of the remaining potential open space at the south end of the project from usable open space to the A-20 zone. While agriculture is a permitted type of open space, the proposed change disqualifies it as an “Extra Useable Open Space for Public Use,” which was the requirement for the 10% bonus density under the Development Agreement and the CPUD Zoning the property presently enjoys.

Given the foregoing, GCC submits that the Application fails to provide the County with sufficient information and analysis to justify the Proposed Amendment, and the applicants should be required to include updates to all relevant sections of the PUD overlay report so that a proper analysis of the proposed open space swap and density increases can be reasonably evaluated. Moreover, because the proposed open space to be added to the Cottonwoods is owned by individuals or entities other than the owners of the phases to be developed, a methodology for assuring the required transfer of such open space should also be included in the Proposed Amendment.

### View Shed Restrictions

The original approval of the Development Agreement and CPUD Zone identified viewshed areas within the Cottonwoods where homes would appear silhouetted and easily viewed from I-84 (See, Development Agreement, PUD Overlay Report, Section 6). Exhibit B of the Application appears to propose several lots directly within the viewshed area. This was restricted under Development Agreement and CPUD Zone. The Application

does not address this issue and is therefore deficient, and the applicants should be required to include updates to all relevant sections of the PUD overlay report impacted by this proposal.

Again, as noted above, GCC opposes neither the development of the applicants' property consistent with the requirements of the Development Agreement and CPUD Zone, nor amendments to the applicable zoning after the County accepts the applicants as the successor "Developer" for all purposes with respect to the real property owned by each such applicant. GCC submits, however, that the Application and Proposed Amendment, including the substantial density increase proposed pursuant thereto, fails to include sufficient information for the County to carefully evaluate whether the proposed exchange of open space meets the requirements of the Development Agreement and the CPUD Zone and/or justifies the increased density sought by the applicants.

Thank you for your thoughtful consideration of this matter.

**PARR BROWN GEE & LOVELESS**



Robert A. McConnell

cc: Gardner Cottonwood Creek, L.C.  
Morgan County Commissioners

MORGAN COUNTY COMMISSION MEETING AGENDA



January 6<sup>th</sup>, 2026

4:00 WORK SESSION 5:00 REGULAR MEETING

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

**COUNTY COMMISSION**

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

**OTHERS IN ATTENDANCE**

Debbie Sessions  
Douglas Perkins  
Jeff Holden  
John Williamson  
Sarah Williamson  
James Wilson  
Violet Webster  
Shaylee Mills

**OTHER EMPLOYEES**

IT Director Jeremy Archibald  
Deputy Clerk/Auditor Cindee Mikesell  
Clerk/Auditor Leslie Hyde  
Administrative Manager Kate Becker (CAM)  
County Attorney Garrett Smith  
Charles Phillips GIS Specialist  
Recorder Shaun Rose  
Library Director Erin Bott  
Assessor Janell Walker  
Josh Cook Morgan County Planner  
Jeremy Lance Planning

**4:00 WORK SESSION**

**Hon. Garrett Smith, Morgan County Attorney**

Annual Open Meetings Act Training 'OPMA' UCA 52-4 along with the review and possible revisions of the following:

**CR 25-02** The Established County Commission Rules of Order and Procedure

**CR 25-28** Morgan County Travel Expense Policy

The meeting opened with a welcome and transitioned to training led by County Attorney Garret Smith on Utah's Open and Public Meetings Act (OPMA). The purpose of the law was emphasized: government decisions and deliberations must be conducted openly so the public can understand and participate in matters affecting them. Members were reminded not to deliberate or predetermine decisions outside noticed meetings, even though sharing information in advance is allowed. Deliberation and voting must occur in public meetings to ensure fairness, transparency, and reduced legal risk.

Discussion covered what constitutes a meeting, including quorum requirements, notice obligations, and the distinction between receiving information versus deliberating or acting. Public comment rules were reviewed, stressing respect for free speech, limits on disruption, and

## MORGAN COUNTY COMMISSION MEETING AGENDA

the importance of treating speakers equally without engaging in selective dialogue. An example of unusual but permissible public comment was shared to illustrate the need for professionalism and restraint.

Closed meetings were reviewed, with the most common lawful reasons identified as personnel matters, pending or imminent litigation, and real property negotiations. Restrictions on closed sessions were noted, including limitations related to filling vacancies. Notice requirements were reviewed, including 24-hour notice, emergency meeting standards, and when discussion without action is allowed for items raised during public comment.

Enforcement provisions were outlined, noting that actions taken in violation of OPMA may be voided and subject to legal challenge within specified time limits.

The session then shifted to a review of the Commission's policies and procedures. Key topics included decorum rules, handling disruptive behavior, and clarifying that removal of individuals is handled through coordination with law enforcement rather than direct instruction. Concerns about texting or private communications during meetings were raised due to implications of public records.

Conflict-of-interest policies prompted significant discussion. The distinction between legal conflicts (financial or business interests defined by statute) and personal bias (relationships or familiarity) was clarified. Members discussed transparency, optics, and whether voluntary disclosure or abstention should be encouraged even when not legally required. No immediate policy change was adopted, but the issue was flagged for possible refinement.

Travel and expense policies were reviewed, including approval requirements, reimbursement thresholds, and clarification that certain expenses do not require preapproval under set limits. Members discussed updating language to reflect modern travel practices (e.g., ride-share services), use of county fleet vehicles as a priority over mileage reimbursement, and approval processes for out-of-state travel.

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**5:00 COMMENCEMENT OF MEETING**

**(A) Opening Ceremonies**

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

**(B) Election of County Commission Chair & Commission Vice-Chair CR 26-01**

**Commissioner Nickerson moved to nominate Commissioner Wilson for Chair**

**Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Commissioner Fackrell moved to nominate Commissioner Nickerson for Vice Chair**

**Commissioner Wilson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**(C) Consent Agenda Items**

1. Approval of the Morgan County Commission Minutes from December 17th, 2025.
2. Acknowledge receipt of the letter of resignation of Weed Abatement Board Member Lewis Dillree.
3. Notice of opening on the Weed Abatement Board – Open to Submissions
4. Notice of opening on the Community & Economic Opportunity Board – Open to Submissions
5. Approval of RFP verbiage for remodeling to meet state election security requirements.

**Commissioner Newton moved to approve Consent Items #1-#4 and dropping #5 for a later Commission meeting**

**Commissioner Second Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**(D) Commissioner Declarations of Conflict of Interest**

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

**No public Comments**

**(F) Presentations**

1. Blair Stringham, Northern Region Supervisor of the Utah Division of Wildlife Resources; Presenting the County's Payment in Lieu of Taxes check. Blair Stringham was introduced to the commissioners. Shortly after, a representative from the Utah Division of Wildlife Resources addressed the commission to present the annual payment in lieu of taxes to the county. For this year, the payment totaled \$5,064.84, which compensates the county for approximately 20,000 acres of state-owned land managed by the division. The land supports wildlife habitat and provides hunter and angler access, including habitat for mule deer, upland birds, and other species. Stringham expressed appreciation for the county's cooperation and partnership, noting ongoing collaboration with several commissioners, including Commissioner Nickerson's involvement on the deer committee. The commission acknowledged the amount and thanked the presenter.

2. James Wilson, Morgan County Fire Warden; Introduction – James Wilson introduced himself to the commission, noting that he was not responding to a fire call at the time. He shared that he was new to working with the commissioners and expressed appreciation for the long service of Dave Cickers, acknowledging the high standard set by his predecessor. James described his background, including growing up near Chicago, living in Utah for the past 13 years, and his experience in snowboarding, backcountry recreation, and snow studies. He outlined his wildland firefighting career, including six years on a hotshot crew with leadership roles, and his more recent work as an assistant warden for Davis and Utah counties, which allowed him to be closer to home before getting married.

James emphasized his enthusiasm for collaborating with local fire departments, including Morgan Fire, Mountain Green, and Wasatch Peaks, and for working with the Morgan County community. He also briefly mentioned recent updates related to House Bill 48, noting that lot assessments would be available through an updated assessment tab and encouraging the commissioners to pay close attention to the calculations. The exchange concluded with lighthearted remarks from the commissioners, who thanked James and welcomed him, expressing that they looked forward to working with him.

3. Hon. Shaun Rose, Morgan County Recorder; Introducing the new all-inclusive GIS Map

## MORGAN COUNTY COMMISSION MEETING AGENDA

Shaun Rose Morgan County Recorder provided an overview of the new Morgan County GIS map that officially went live on January 2, 2026. All older maps have been removed, and the county is now fully using this updated GIS system. The map defaults to a countywide view and reveals tax parcels as users zoom in, with white lines showing parcel boundaries. Recorded subdivisions appear as blue overlays, and users can click directly on parcels to view, download, or print subdivision PDFs. The map is accessible on phones and other devices, allowing the public and staff to easily retrieve information.

As users explore further, additional layers become available, including digital tax parcel maps used for ownership and tax purposes. Ownership data updates weekly, a major improvement from the previous system where updates could take up to a year. The county hopes to move to daily updates once the transition to a new system is fully complete. Charles Phillips, Morgan County GIS specialist, has been instrumental in building and maintaining the new system.

The presentation highlighted that the map consolidates data from multiple departments into a single countywide platform, including recorder, surveyor, planning and development, elections, auditor, assessor, and emergency management layers. Each department retains control of its own layers, but everything can now be viewed together or turned on and off as needed. New features will also show recorded surveys in a distinct color, with links to survey numbers and a matching county ledger.

Commissioners asked questions about updating timing, survey records, and how city boundaries are represented. It was clarified that the red outline shows the official Morgan City boundary and that parcels and ownership within the city are still displayed because they are reported at the county level. Concerns about potential “islands” of county or private property within city limits were addressed, with staff explaining that what appeared to be islands were connected areas within the city boundary. A legend was added to help clearly identify what each color and layer represents.

Additional discussion covered future collaboration opportunities, including interest from the school district in adding attendance boundary layers, as well as existing clerk, auditor, trash district, and election layers that show routes and service areas. Commissioners expressed appreciation for the new system, noting its transparency, flexibility, and usefulness to both staff and the public. The presentation concluded with thanks to the commissioners for supporting the project and enabling the county to modernize and centralize its GIS capabilities.

### **(G)**

#### **Action Items**

- 1. Hon. Shaun Rose** – Discussion/Decision – 2026 Budget Adjustment

## MORGAN COUNTY COMMISSION MEETING AGENDA

Discussion and decision on creating a Full-Time Surveyor position within the Morgan County Recorder's office for the budget year of 2026.

Shawn Rose Morgan County Recorder followed up on prior discussions about the significant surveyor workload in Morgan County, particularly related to PLSS section corners and subdivision plat reviews and formally requested approval to create an in-house county surveyor position. Based on comparisons with other counties, the proposed salary range was identified as \$85,000 to \$100,000 annually, with a recommendation to start closer to \$100,000 to attract a qualified, licensed surveyor, given that private surveyors typically take a pay cut to work in government.

Historical cost data was presented showing that since 2015 the county has spent approximately \$414,500 on PLSS-related work and about \$506,600 on subdivision reviews, totaling over \$1 million in ten years. Shawn Rose Recorder noted that despite this spending, the county has little lasting PLSS progress to show for it. An in-house surveyor was described to improve turnaround times, allow direct collaboration with staff, and reduce delays associated with contracted reviews.

Commissioners discussed logistics including benefits, office space, and equipment needs. It was acknowledged that benefits would be in addition to salary and that office space would need to be worked out. Questions were raised about startup costs such as computers, furniture, surveying equipment, vehicles, and software, and staff emphasized the importance of fully identifying these costs upfront based on lessons learned from prior hires.

There was discussion about whether to post the position first and set a salary range rather than a fixed amount, with suggestions to consider a range such as \$75,000 to \$100,000 depending on certification and experience. Clarification was if Surveyor I and II positions are not licensed and work under a licensed surveyor, while a Surveyor III is certified and licensed. Comparisons were made to other counties' pay levels, and the value of county benefits was noted as an important factor in recruitment.

The commission generally expressed support for moving forward and agreed to task staff further with developing the proposal, including a detailed budget and equipment breakdown, to bring back at a future meeting for formal consideration.

**Commissioner Newton moved to determine official and total budget for the potential of hiring a full time Surveyor Position within Morgan County Recorder's Office.**

**Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

MORGAN COUNTY COMMISSION MEETING AGENDA

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

Request to go out for RFP to repair the rain gutters on the Morgan County Library/Senior Center building and identify funding source.

Kate Becker raised concerns about long-deferred maintenance issues at the county library building, particularly deteriorated and improperly connected rain gutters that have never been maintained in the building's 28-year history. Leaking gutters have caused visible staining on the rotunda, water damage in the lobby, and ongoing erosion near the Senior Center foundation due to poor drainage from a past addition that was incorrectly constructed. She also noted unresolved sheetrock damage in the rotunda ceiling dating back to the 2020 earthquake.

Rather than continuing temporary fixes, Becker proposed putting the project in motion by issuing an RFP or request for estimates to determine costs. Once costs are known, the commission can identify an appropriate funding source. Potential funding options discussed included building authority funds, capital improvement money, savings from fairgrounds projects delayed by weather, reduced salt costs, and fund balance if needed.

Commissioners discussed whether procurement was required given cost thresholds and acknowledged the complexity of repairs in the tall rotunda area. Commissioner Matt Willson offered to assist by providing contractor contacts and doing a walkthrough of the library with staff to help prioritize projects. The group agreed to move forward with drafting a request for bids or estimates for the gutter repairs as an initial step.

**Commissioner Nickerson moved to approve the RFP to prepare rain gutters at the Morgan County Library and Senior Center**

**Commissioner Newton second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Commissioner Newton Move to go into BOE Board**

**Commissioner Second Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion Passed

MORGAN COUNTY COMMISSION MEETING AGENDA

3. **Morgan County Board of Equalization** – Discussion/Decision – Late Appeals & Stipulations

Discussion and decision on Morgan County Resolutions requesting late BOE Appeals

**CR 26-2501-BOE** Late Appeal Request: John P. Williamson

**CR 26-2502-BOE** Late Appeal Request: Chase Hansen

**CR 26-2503-BOE** Late Appeal Request: Levi Harper

**CR 26-2501-BOE** Late Appeal Request: John P. Williamson

Late appeal applications from John P. Williamson and his wife Sara to the Board of Equalization. Sara Williamson raised two issues: that her property had a Greenbelt classification error and that the assessed value was too high because the home is modular. Staff repeatedly clarified that the Board was **not deciding the merits of those issues**, only whether to **accept the late appeal**.

Commissioners asked about the criteria for accepting a late appeal, which include factual error, medical emergency, death, or other extraordinary and unanticipated circumstances. There was some confusion among members about whether they had to determine if a factual error existed, but staff emphasized the decision point was only whether to allow the appeal to be opened.

Janell Walker Morgan County Assessor explained that the Greenbelt issue stemmed from countywide cleanup of properties under the acreage threshold. The parcel is 5.1 acres total, but one acre is removed for the homesite, leaving less than five acres for agricultural use. Because Greenbelt requires at least five acres of qualifying ag land (effectively six acres if there is a home), the property does not qualify. She went on to state that this change had already been made for the current year as part of a broader correction effort, not because of a specific mistake unique to this property.

Regarding the modular home, Janell explained that once modular homes are affixed (even if on blocks), they are assessed as real property. While they have a slightly different depreciation schedule, their overall assessed value is treated similarly to other homes.

It was noted that the assessor cannot make further changes because the books are closed unless the Board accepts the late appeal. Some commissioners expressed concern that reopening the appeal could result in higher taxes for the applicants due to the Greenbelt correction already being applied.

The discussion centered on whether the situation qualified as a factual error justifying acceptance of a late appeal, with the assessor recommending that it was not truly a factual error but rather a correction applied consistently across the county.

MORGAN COUNTY COMMISSION MEETING AGENDA

John Williamson and Sarah Williamson

The Williams's explained that after purchasing the property, the county reassessed it and determined it never qualified for Greenbelt, resulting in about \$8,000 in rollback taxes. They argue this is unfair because they did not own the property when the error occurred and did not falsify any information—the misclassification was due to a showing incorrect acreage. Once notified, they immediately appealed. The title company could not have caught the issue because the error was not clearly reflected in the records, even though Greenbelt status appeared on file.

**Commissioner Fackrell Moved to approve opening CR-26-2501-BOE based on factual error for late appeals process**

**Commissioner Second Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**CR 26-2502-BOE** Late Appeal Request: Chase Hansen

Janell Walker Morgan County Assessor stated that the property owner Chase Hansen already went through the Board of Equalization process, where a factual error was corrected by changing the home from non-primary to primary residence, which benefited the owner. The property value itself was not changed at that time. Now, the owner is attempting to revisit the issue to request a value reduction, even though the valuation was known when the primary status was granted. Commissioners noted that value differences between homes can result from timing of reassessments or physical differences, not errors. The discussion clarified that the current item is not about valuation, but whether the late appeal meets qualifying circumstances, and that there was no mistake in property size or square footage.

**Commissioner Fackrell Moved to deny CR-26-2502 BOE late appeal**

**Commissioner Second Nickerson**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion Passed

MORGAN COUNTY COMMISSION MEETING AGENDA

**CR 26-2503-BOE** Late Appeal Request: Levi Harper

Janell Walker Morgan County Assessor focused discussion on a late appeal by Levi Harper regarding a non-primary residential exemption. Commissioners debated why the issue was raised late, noting the owner filed paperwork after the May 22 deadline and was informed by email that the primary exemption would apply to a future year unless he appealed through the Board of Equalization by September 15, which he did not do. Janell explained that primary residential exemptions are governed by state law, require the owner to declare intent and meet a 183-day occupancy rule, and that county practice has shifted to requiring affirmative declaration rather than assuming primary status. Some commissioners felt the county may not have communicated clearly and supported reopening the matter for review, while others emphasized deadlines, notice, and the limits of what can be corrected through a late appeal

**Commissioner Fackrell Moved to approve Opening CR-26-2503 BOE late request**

**Commissioner Second Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion Passed

**Commissioner Newton moved to go out of BOE Board**

**Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion Passed

MORGAN COUNTY COMMISSION MEETING AGENDA

a. **Josh Cook** – Discussion Decision – County Planning & Zoning  
LDS Mountain Green Cottonwood Canyon Road Subdivision (First Amended): A request a lot line adjustment to lot 4 of the LDS MTN. Green Cottonwood Canyon Road Subdivision, which is identified by parcel number 00-0084-0774 and serial number 03-LDSMG-0004 and is located at 4210 West Cottonwood Canyon Road in unincorporated Morgan County.

Jeremy Lance Morgan County Planner I presented agenda item G4, the LDS Mountain Green Cottonwood Canyon Road Subdivision First Amended, application 24.067. The applicant is Samuel Perry of the McConnell Law Firm, representing the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints. The property is located at 4210 West Cottonwood Canyon Road and consists of approximately 28.97 acres, zoned primarily R1-20 with a portion zoned A-20.

The request is for a lot line adjustment affecting Lot 4 of the subdivision. The adjustment would shift the northern lot line approximately 42 feet north, adding about half an acre to Lot 4 and increasing its size to approximately 29.47 acres. Staff reviewed the request and determined it meets the intent of county code and is appropriately processed as a lot line adjustment, noting that county code does not reference boundary line adjustments.

The application was reviewed by planning staff, the county surveyor, Mountain Green Fire Protection District, the county recorder, and the county engineer, all of whom recommended approval. Utilities for the property are provided by Cottonwood Mutual Water Company and the Mountain Green Sewer Improvement District.

The Planning Commission heard the item on December 11. There were no public comments and minimal discussion. The Planning Commission voted 4–0 to recommend approval, with Chair Maloney abstaining.

During the commission discussion, Jeremy clarified the location of the lot line change using exhibits, explaining which line would be vacated and where the new line would be established. Commissioner Wilson asked whether the land was being purchased or corrected due to a survey issue. Jeremy indicated he did not know, and Josh Cook Morgan County Planner added that, based on a conversation with the applicant’s attorney, the adjustment was being mutually handled between the two property owners, though it was unclear whether money was exchanged.

MORGAN COUNTY COMMISSION MEETING AGENDA

**Commissioner Blockers moved to approve lot line adjustment to lot 4 of the LDS MTN. Green Cottonwood Canyon Road Subdivision, which is identified by parcel number 00-0084-0774 and serial number 03-LDSMG-0004 and is located at 4210 West Cottonwood Canyon Road in unincorporated Morgan County**

**Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

b. **Josh Cook** – Discussion Decision – County Planning & Zoning  
Cottonwood Spring View, P.U.D. (Third Plat Amendment): A request for a lot line adjustment to lots 710 and 711 of the Cottonwood Spring View, A P.U.D. Subdivision, which is identified by parcel numbers 00-0089-1016 & 00-0089-1017 and serial numbers 03-COSPR-0710 & 03-COSPR-0711 and is located at 6348 & 6358 S Wasatchback Drive in unincorporated Morgan County.

Jeremy Lance Morgan County Planner I presented agenda item G5, the Cottonwood Spring View PUD Third Plat Amendment, application number 25.028. The applicant is Jeff Holden, who owns two adjacent lots within the subdivision located at 6348 and 6358 South Wasatch Back Drive. The properties are identified by the parcel and serial numbers included in the meeting packet. The two lots together total approximately 1.23 acres. The zoning is Rural Residential One (RR-1) and the subdivision is governed by a development agreement.

The request is for a lot line adjustment between Lots 710 and 711 of the Cottonwood Spring View PUD. The adjustment modifies the existing internal boundary between the two lots, which is currently an L-shaped configuration. The proposal reshapes the boundary but does not create additional lots or combine the two into one.

During discussion, questions were raised regarding zoning and minimum lot size. Jeremy Morgan County Planner I explained the zoning is RR-1, but Josh Cook Morgan County Planner clarified that the development agreement, overlay agreement, and PUD ordinance together control the subdivision. Staff reviewed all governing documents and found no stated minimum lot size. Josh, noted that other lots within the same phase are smaller than the proposed configuration, and therefore the adjustment is consistent with existing development patterns.

Additional concern was raised about whether the new lot configuration could allow future subdivisions. Josh confirmed it would not, as the lots would not have the required frontage for further division. While an accessory dwelling unit could be added, it could not be sold separately or used as a short-term rental. This clarification addressed the commission's concerns.

MORGAN COUNTY COMMISSION MEETING AGENDA

**Commissioner Blocker Moved to approve lot line adjustment to lots 710 and 711 of the Cottonwood Spring View, A P.U.D. Subdivision, which is identified by parcel numbers 00-0089-1016 & 00-0089-1017 and serial numbers 03-COSPR-0710 & 03-COSPR-0711 and is located at 6348 & 6358 S Wasatchback Drive in unincorporated Morgan County.**

**Commissioner second Newton**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

c. **Hon. Raelene Blocker** – Discussion/Decision – Commissioner  
Discussion and decision on **CR 26-05** Commissioner Blocker’s nomination of **Travis Taylor** to the Mountain Green seat on the Morgan County Planning Commission.

**Commissioner Blocker moved to accept CR26-05 appointing Travis Taylor to Morgan County Planning Commission.**

**Commissioner Wilson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

d. **Morgan County Commission** – Discussion/Decision – Public Defender  
Discussion and decision on awarding the RFQ for Public Defender Indigent Defense Services to **Colton McKay** at the recommendation of the selection committee.

Garret Smith Morgan County Attorney explained that the county will work out the details of an indigent defense contract to align with the previously issued RFQ. He noted that he intentionally avoided involvement in reviewing submissions to prevent any perceived conflict of interest, though he did draft the RFQ outlining the county’s needs for indigent defense services. He stated that the selection committee is recommending Colton McKay and asked the commission to approve that recommendation and provide directions for him to draft a contract consistent with the RFQ to be brought back at the next meeting.

MORGAN COUNTY COMMISSION MEETING AGENDA

Commissioner Fackrell questioned why an RFQ was needed if the process had already occurred. Garret Smith Morgan County Attorney clarified that the contract would be drafted directly from the RFQ terms and would not introduce anything new or unexpected beyond what was already requested in the solicitation.

**Commissioners Newton moved to approve RFQ for Public Defender Indigent Defense Services to Colton McKay at the recommendation of the selection committee.**

**Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

e. **Morgan County Commission** – Discussion/Decision – Portfolio Assignment  
Discussion and decision on **CR 26-02** appointment of 2026 Commission Portfolio Assignments. *See attached portfolio assignments*

**Commissioner Newton moved to approve CR-26-02 appointment of the 2026 Commission Portfolio assignments as amended in this meeting.**

**Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Morgan County Commission** – Discussion/Decision – Portfolio Assignment

Discussion and decision on **CR 26-03** establishing the Morgan County Commission Rules of Order and Procedure for 2026.

**Commissioner Newton moved to Approve CR26-03 establishing the Morgan County Commission rules of order and procedure for 2026 including the amendments made this evening during the work session.**

**Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

MORGAN COUNTY COMMISSION MEETING AGENDA

- f. **Morgan County Commission** – Discussion/Decision – Portfolio Assignment  
Discussion and decision on **CR 26-04** amending the Morgan County Travel Expense Policy.

Kate Becker (CAM) summarized proposed amendments to the county travel policy to be placed on the consent agenda. The changes include adding language at the end of the Travel Authorization and Responsibility section related to out-of-state travel, approving airfare and lodging, clarifying that use of the county fleet takes priority over mileage reimbursement, and expanding the reimbursement section to include ride-share apps and taxis. Kate asked if anything was missing, and after clarification from Commissioner Blaine Fackrell, she confirmed the wording would reference “ride share apps and taxi.”

**Commissioner Nickerson moved to approve CR 26-04 amending the Morgan County travel expense policy with the changes discussed this evening.**

**Commissioner Fackrell second**

**VOTE:**

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- g. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
UAC Day at the Hill Registration – January 21<sup>st</sup> at 8 am MST  
Commissioner Fackrell-Commissioner Blocker – Commissioner Nickerson have been registered for UAC at the Hill. Commissioner Wilson will not be in attendance this year.

- h. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Postponed from 12/17/2025 meeting; State has not responded with redlines. Request to postpone again; The County’s Predation Management Plan for 2026 and commitment of participating funds from 71-2229-000-000 [Predator Control Trust & Agency Fund].

**Commissioner Nickerson moved to postponed 11 and 12 to next meeting**

**Commissioner second**

**VOTE:**

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

## MORGAN COUNTY COMMISSION MEETING AGENDA

The vote was unanimous. The motion passed

- i. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Postponed from 12/17/2025 meeting; Attorney’s office is still working through redlines.  
Request to postpone again; The Morgan County Historical Society By-Laws Post

Kate Becker (CAM) provided several updates. She reported that an interim fire chief has not yet been selected. Erica White, the interim Emergency Management Director and Deputy Ambulance Director, has stepped in to cover the role and is doing an excellent job. Interviews for a permanent fire chief are underway, with hopes of selecting a candidate soon. Interviews are also being conducted for an interim Deputy Fire Chief/Fire Marshal. Chris Tremea will serve in that interim Fire Marshal role, performing inspections and earning comp time billed to the appropriate budget line item. Compensation for Erica White’s additional duties is still being evaluated, with her tracking extra hours due to her split funding between Emergency Management and Ambulance Services.

Kate Becker (CAM) also summarized a recent meeting with Summit County regarding land ownership issues tied to the 910 Cattle Ranch area, including a 37.3-acre parcel and a larger 1,800-acre property. Concerns focused on another county owning a significant amount of acreage within Morgan County. A proposed compromise involves attorneys drafting a memorandum of understanding (MOU) that would include deed restrictions preventing annexation without Morgan County approval, a clear separation of law enforcement jurisdiction, a payment in lieu of taxes (PILT) locked at the current tax amount in perpetuity, payment of Greenbelt rollback taxes where applicable, and notice to Morgan County of any future land acquisitions.

Additional discussion covered access, roads, and infrastructure impacts. Summit County indicated it does not currently plan to create access from the Morgan County side, but future perimeter trails are possible. If access is created, Morgan County would need to revisit road maintenance responsibilities and associated costs, potentially through an MOU. The road in question was discussed as a public right-of-way based on long-term public maintenance and historical use, despite the absence of a written easement.

Kate Becker (CAM) emphasized the importance of Morgan County having a “seat at the table” for future planning decisions that could impact county roads, services, and costs. The property will eventually be open to public recreation, with some areas restricted to protect wildlife. Hunting will not be allowed due to deed restrictions. Commissioners expressed appreciation for the work completed and noted that discussions with Summit County appeared generally positive, despite some initial friction.

#### 4. Commissioner Comments

##### **Commissioner Blocker**

Commissioner Blocker attended the inaugural ceremony for the new Second District Veterans Court, which will serve Weber, Morgan, and Davis counties. With Hill Air Force Base located in the area, it makes sense to finally have a veteran's court in the Second District, rather than requiring veterans to travel to Salt Lake or Provo. It is an impressive and much-needed program.

Jenny Wilson gave a very compelling speech, Judge Craig Hall explained how the program works, and Governor Cox spoke about how veterans often strong purpose, identity, and community have while in service, but can lose that sense when they return home. This court is designed for veterans with drug-related or criminal offenses and offers an alternative to the traditional court system. Instead of prosecutors and defense attorneys, participants are supported by mentors who are also veterans. The program lasts approximately 18 to 24 months, with the goal of helping participants regain purpose, identity, and community before graduating from the court.

There was discussion about the value of peer connection and support, including the Team RWB (Red, White, and Blue) app, which provides veterans with opportunities for connection, fitness, and social activities at any time, without the pressure of feeling like they are imposing on others. This kind of support aligns well with the mentor-based approach of the veteran's court, especially given how difficult it can be for veterans to reach out when they are struggling.

Judge Hall, who is spearheading the effort, was identified as the main point of contact. When asked how Morgan County could be of service, he indicated that funding for prosecutors and defenders may be a need, though he was not yet certain and said he would follow up. Overall, it was a strong, thoughtful program with meaningful potential to better support veterans in the region.

**Commissioner Fackrell**

Commissioner Fackrell raised two planning and zoning concerns for possible code amendments. First, he asked staff to explore agricultural zoning options for smaller parcels so landowners can split property—often to sell a portion to a family member—without being forced into residential zoning that treats the land as buildable lots. His concern is that current rules push owners into residential zones even when their intent is to keep land in agricultural use and avoid development. Planning staff responded that any subdivision creates lots regardless of zoning, and simply adding smaller agricultural zones would not change that outcome. They noted that agricultural splits already exist but restrict residential use unless a full subdivision process is completed.

Second, Commissioner Fackrell and

several commissioners expressed concern about how the detached accessory dwelling unit (ADU) code is being used. The intent was to allow smaller secondary units for family support, not to enable construction of large new homes while redesigning older homes as ADUs. Commissioners worried this effectively allows two large homes on one parcel, bypassing the spirit of zoning density and subdivision rules, and creating long-term issues when properties are sold together. Suggestions included limiting ADUs so they cannot be larger than the primary residence and preventing reclassification that allows a newly built, larger home to become the primary structure.

Garrett Smith. Morgan County Attorney clarified that ADUs do not constitute subdivisions under state and county code because no new lots are created, though they acknowledged the practical concerns raised. Some commissioners felt the issue warranted a review of the ADU ordinance to determine whether revisions are needed to better align with original intent, while others questioned whether the problem was more about neighborhood perception than actual land-use impacts. The discussion concluded with agreement that the planning department should revisit these issues and clarify specific cases that appear to require rezoning.

**Commissioner Newton**

Commissioner Newton Brought up discussion about a potential scheduling conflict with the second meeting in March, currently set for March 17, which may coincide with county caucus meetings. There was some uncertainty about whether the caucus meetings were on March 17 or April 25, and whether they applied to all parties or just Republicans. Commissioners

## MORGAN COUNTY COMMISSION MEETING AGENDA

acknowledged the confusion and agreed to confirm the correct date before deciding whether any changes to the meeting schedule were necessary.

### **Commissioner Nickerson, Commissioner Wilson**

Commissioner Nickerson also raised concerns about how detached accessory dwelling units (ADUs) are being applied and potentially abused. He explained that some property owners were originally told they would need to demolish an existing home when building a detached ADU, but after policy changes were adopted, they were allowed to designate the new structure as the primary residence and keep the original home as the accessory unit. This has led to situations where owners effectively gain a rental unit, which some residents believe goes against the original intent of the ADU ordinance.

Commissioner Nickerson and Commissioner Fackrell noted that the intent of detached ADUs was to provide smaller, secondary housing for family members, such as parents or adult children, not to allow construction of a larger new home and redesignation of the primary dwelling. Concerns were also raised about size limits, setbacks, and older homes that are legally nonconforming under current zoning standards, particularly when designation changes could create compliance issues.

Commissioner Newton offered a counterpoint, questioning whether it truly matters which structure is designated as primary, if zoning, setbacks, and ADU size limits are met. He noted that ADUs already allows two dwellings on one lot, cannot be sold separately, and that market forces may discourage oversized development. He suggested some objections may stem from neighbor dissatisfaction rather than zoning impacts.

The discussion concluded with general agreement that the ADU code may need to be reviewed to clarify intent, address potential loopholes, and ensure consistency with zoning designations. Commissioners acknowledged receiving multiple constituent inquiries and agreed the issue warranted further discussion with the planning department.

MORGAN COUNTY COMMISSION MEETING AGENDA

**Adjourn – 7:22 Pm**

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

APPROVED: \_\_\_\_\_ DATE:  
Morgan County Commission Chair

ATTEST: \_\_\_\_\_ DATE  
Morgan County Deputy Clerk/Auditor

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

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

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

## 2026 PORTFOLIO ASSIGNMENTS FOR COUNTY COMMISSIONERS

P = Primary					A = Alternate
<b>NEWTON</b> <b>(801) 317-6275</b>	<b>FACKRELL</b> <b>(801) 668-0101</b>	<b>BLOCKER</b> <b>(801) 865-6062</b>	<b>NICKERSON - Vice Chair</b> <b>(801) 336-8436</b>	<b>WILSON - Chair</b> <b>(801) 725-4457</b>	
Conservation District Liaison -A	ATAB- P	Airport -A	Airport -P	Audit Committee	
Fair Board -P	Audit Committee	ATAB -A	Audit Committee	Broadband Liaison -A	
Fire, EMS, Swift Water, Em Mgmt -P	Broadband Liaison -P	CEO	COG / RPO - Voting	Chamber -P	
Historical Society -P	Chamber -A	COG / RPO - Voting	Conservation District Liaison -P	Community Parks Impact Fee -P	
Library -P	Community Parks Impact Fee -A	UAC -P	Extension Services -A	Historical Society -A	
Planning -P	State Park Liaison -A	Water Feasibility Study	Fair Board -A	Library -A	
Public Works -A	TTAB -P	Weber Morgan Human Services -A	Fire, EMS, Swift Water, Em Mgmt -A	NACO -P	
Regional Parks Impact Fee - P	UAC -A	WFRC Council -A	NACO -A	Planning -A	
Wasatch Integrated -P	Water Feasibility Study	WFRC Economic Dev. -P	Public Works -P	Water Feasibility Study	
Weber River -P	Weber River -A	WFRC JPAC -P	Recreation - P	Weber Morgan Human Services -P	
WFRC Council - Voting	WFRC Active Transportation -P	WFRC Transportation Comm -A	Regional Parks Impact Fee -A	Rifle Range -P	
Extension Services - P	WFRC Economic Dev. -A	YCC - Voting	State Park Liaison -P	Weber Morgan Local Homeless	
	WFRC Regional Growth -P		TTAB -A	Council	
			Wasatch Integrated -A	Recreation - A	
			Weber Morgan Health - Voting		
			Rifle Range -A		
Planning Commission Area: Croydon / Round Valley	Planning Commission Area: Porterville / Richville	Planning Commission Area: Mountain Green	Planning Commission Area: Enterprise / Peterson	Planning Commission Area: Stoddard / Milton	
				a/o 20260106	

**INTERLOCAL COOPERATION AGREEMENT**

**BETWEEN**

**MORGAN COUNTY**

**on behalf of the**

**MORGAN COUNTY RECREATION DEPARTMENT**

**-AND-**

**MORGAN COUNTY SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into the 13 day of January, 2026, by and between Morgan County, a political subdivision of the State of Utah (“County”), on behalf of its Recreation Department, and Morgan County School District (“District”). The County and the District may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

**WITNESSETH:**

WHEREAS, the Utah State Legislature has determined that public school district grounds and facilities are civic centers and may be used by other governmental entities and district residents for supervised activities and meetings (Utah Code Annotated §53G-7-210); and

WHEREAS State law provides restrictions on the use of public school district grounds and facilities; and

WHEREAS the District has allowed County to utilize its facilities and grounds for the County's recreational programs for several decades under an Interlocal Agreement that has now been dissolved; and

WHEREAS the Parties desire to outline the requirements, priorities, and limitations on using District grounds and facilities for recreational groups controlled or supervised by County;

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

**I. Definitions**

- A. "Building Supervisor" means the District employee or person(s) assigned by the school principal or principal's designee to supervise events.
- B. "District facility, building, or grounds" means any District area or structure established and maintained by the District under the legal authority of the Morgan County School Board.
- C. "County Recreation Director" or designee means the County employee who has responsibility for scheduling County entities' use of District facilities.

**II. Term of Agreement**

- A. This Agreement will be in place for one year, beginning on January 1, 2026, and will be reviewed annually by the Parties. The Parties shall meet annually to review the operation of the Agreement.
- B. The parties may mutually agree to extend the Agreement each year for an additional year commencing January 13, 2026, up to ten (10) years, after which the Parties must enter into a new Agreement.
- C. Alternatively, either Party may terminate the Agreement upon 60 days' written notice to the other Party.

**III. General Agreements**

- A. It is understood that the District owns the land, building, and restroom facilities at the Wilkinson Rec Plex. The District will make the central room on the second floor of the Rec Plex available to the county for storage. Closet space in the corners will be reserved for District storage. The hallways need to be kept clear at all times. Rent for the space described will be \$2,400 for the year, due January 1, subject to annual appropriation. The District will allow the County to store their shipping container north of the soccer field free of charge. The Parties may agree to alter where they store their equipment through coordination between the County Recreation Director and Building Supervisor.
- B. If an expectation is not covered in this Agreement, it is the right of either entity to discuss the matter with the appropriate County or District personnel. Any amendments to this Agreement must be in writing and signed by both Parties.

**IV. The County's Responsibilities**

- A. Provide a trained County Recreation Employee at all times with the following duties:
  - i. Act as administrator over all athletic events, including, but not limited to, starting the event, stopping the event, monitoring unsportsmanlike conduct, issuing discipline, etc.
  - ii. Supervise the use of the facility, including hallways and bathrooms, and enforce school policies, such as no food or drink in the facilities, only wearing appropriate shoes on the basketball court, etc.

- iii. Ensure that the facility is clean at the end of the use period (sweeping floors, picking up trash, collecting lost items, etc.)
  - iv. Return the District items to proper places and securing the building.
  - v. Pay the District the actual cost for any additional labor required to open/shut facilities, supervise, or clean facilities outside of scheduled work hours for the District employees.
  - vi. Unlock the facility at the beginning of the use period and lock up at the end of the use period when the on-site custodian is not present.
- B. Report to the Building Supervisor observation of any unsafe condition or damage to the building and equipment during the County's use of the District's facilities. The County will reimburse the District for all repair or replacement required as a result of the County's use of the District's facilities.
- C. Provide a Certificate of Liability Insurance showing the District as an additional insured.

**V. The District Responsibilities**

- A. Allow the County the customary usage of their facilities. Each school will schedule facilities consistent with this Agreement and the District's Facilities Use Application and Policy.
- B. Ensure that the entire facility is safe and in a usable condition (floors, bleachers, basketball standards, volleyball nets, etc.) Ensure that proper heating and cooling systems are working and turned on as needed.
- C. Provide use of school restrooms and drinking fountains.
- D. Provide use and access to the gymnasium scoreboard, volleyball nets, and standards, mop buckets, etc., as needed.
- E. On weekdays between 8 a.m. and 8 p.m., have an on-site custodian lock up the facility at a designated time. If the County uses District facilities before 8 a.m. or after 8 p.m., the District will provide keys to the County and the County is responsible for lock up. If the County is using the Wilkinson Rec Plex during the times outlined above and there is no on-site custodian, the County is responsible for lock up.
- F. Notify in writing the County Recreation Director of specific incidents of any breach of County's responsibilities promptly so County can respond and rectify the problems.

**VI. Supervision and Use of Facility**

- A. In signing this Agreement and in accordance with Section IV, the County agrees that at least one individual who is older than 21 will supervise each scheduled County activity.
- B. The designated individual and individual's contact information will be provided to the District by the County when facility use is scheduled.

- C. The designated individual shall be responsible for safe and appropriate use of the room, facility or designated area and returning the room, facility, or designated area to its original condition following the use.
- D. The County may not authorize non-County affiliated entities or individuals to use District facilities without *express written permission* from the District.
- E. Failure of adequate supervision, inappropriate use, or destruction of property may result in immediate termination of this Agreement.

**VII. Maintenance**

- A. The District will be solely responsible for maintaining its facilities and grounds.
- B. The District agrees to ensure maintenance in a timely manner to allow for County recreational activities.
- C. The payments identified in Section VIII below will support the District's maintenance of its facilities and grounds.
- D. The facilities and grounds will be kept in the same manner the District maintains all of its property.
- E. If the County is unable to utilize District facilities due to lack of maintenance by the District, the County will contact the District's Building Supervisor.
- F. Should the County harm or damage the facilities or grounds, the County Recreation Director will immediately notify the Building Supervisor.
- G. The District will provide preparation of fields used by the County for games, including but not limited to lines for fields, dragging and chalking of softball dirt, mowing fields for games, etc.
- H. Field lines will be visible and drawn in accordance with the needs of the activity each week. For problems or changes to fields, the County Recreation Director will contact the Building Supervisor. If the District is unable to timely remedy the problem, the County may assist with corrective measures upon mutual agreement.

**VIII. Payment**

- A. The County will pay the District \$25.00 per hour to use the District's facilities, fields, or areas for games, practice or other uses.
- B. The District will invoice the County quarterly (March, June, September, and December) for payment by County to District.
- C. For clarity when calculating the fee, a field is the area marked for a game to be played. There may be multiple fields on one continuous fenced-in grass area. A gym will be charged as one field independent of whether there are multiple games played in the gym. If a school has multiple gyms, they will be charged separately.
- D. The District may charge an extra itemized fee for damage to or destruction of District property or material failure to comply with this Agreement.
- E. The District will allow the County to use its facilities at no cost for singular events where the County collects no charges or registration fees. For such singular events, the County will provide appropriate supervision of the events and ensure

that the facilities are managed with the same level of care for all other County uses of the facilities outlined above.

**IX. Parking.**

- A. The County shall have access to the District's parking space except 1) during school hours and 2) during District-sponsored events held at the school.

**X. Scheduling and use priority**

- A. The District has first priority to District facilities regarding school educational programs and extracurricular activities within their respective seasons. The County may schedule use of the facilities if the District is not using the facilities.
- B. Where there is a conflict in scheduling, the District will follow the following scheduling prioritization, as outlined in the District's Facility Use Policy:
  - 1. district sponsored activities or programs
  - 2. after school and extracurricular activities or programs
  - 3. public sponsored institutions of learning activities or programs
  - 4. county recreation activities or programs
  - 5. charitable and non-commercial activities or programs
  - 6. competition team and other competitive group activities or programs
  - 7. commercial activities or programs
- C. The County Recreation Director or designee shall schedule requests for County use of District facilities with the building supervisor at least two weeks prior to the first day of the month in which the County use will begin.
- D. The Building Supervisor may deny a request if a requested use is determined to be inconsistent with this Agreement or the law.
- E. County use request changes during any season shall be made at least three business days in advance of the requested event and made in writing. An emailed request to the Building Supervisor satisfies this requirement. The Building Supervisor will not unreasonably withhold approval of the change if the facility is not scheduled during the requested time.
- F. The District shall give the County Recreation Director at least 48 hours written notice if a District use must displace or preempt a scheduled County use. The District should provide notice to the County Recreation Director as soon as possible.
- G. The County will promptly notify the appropriate Building Supervisor if its use or event is canceled.
- H. If the District or County requests a schedule change within 48 hours of the scheduled event that affects the other Party, the requesting party will need approval by the Building Supervisor for the District or the County Recreation Director for the County.

**XI. Keys and equipment**

- A. The permission to use a District facility or a recreational area does not include permission to use school equipment other than fixed equipment that exists in or on the facility or field (e.g., desks, tables, chairs, whiteboards, goals, nets, etc.).
- B. A County requester must seek independent and specific permission from the Building Supervisor to use District equipment. Additional fees may be assessed if all equipment is not left or returned in the original condition.
- C. The District will provide the County Recreation Director with one master key to the District facilities.
- D. The District will provide the County Recreation Director with two keys to the Wilkinson Rec Plex.
- E. The County Recreation Director may request additional keys at the beginning of each season and return all additional keys at the end of each season.
- F. The County Recreation Director will manage the distribution and use of the provided keys. The County Recreation Director shall provide to the Building Supervisor a list of individuals with contact information for each person using the keys during each season.

**XII. Janitorial and Clean Up**

- A. Following County events, facility janitorial services will be provided by the District, such as cleaning bathrooms, disinfecting surfaces, cleaning up bleachers and trash, etc., except the County shall fulfill all responsibilities outlined in Section IV(A)(iii).
- B. District facilities will be in clean and working condition before County events. The District will be responsible for removing all garbage from their facilities. The District bins may be used for County garbage disposal.

**XIII. Indemnification against claims of personal injury, property damage, theft or vandalism.**

- A. Each Party shall be responsible for claims arising out of its own negligent acts or omissions, consistent with the Utah Governmental Immunity Act. Neither Party waives defenses, limitations, or immunities provided by law.
- B. The County will assume full responsibility and pay for any damage caused by County employees or equipment to the property.
- C. The District acknowledges that reasonable wear and tear is to be expected due to the County's use.

**XIV. Interlocal Agreement**

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the Parties agree as follows:

- A. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

- B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- C. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act; and
- D. Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

**XV. Governmental Immunity**

- A. Both parties are governmental entities under the "Utah Governmental Immunity Act." Title 63G, Chapter 7, Utah Code Annotated. Consistent with this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which may be committed by its agents, officials, or employees.
- B. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law and neither Party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act or other applicable law.

**XVI. Governing law**

This Agreement is governed by the laws of Utah, both as to interpretation and performance. It shall be enforced only in the State district courts located in the local court following good faith efforts at mediation.

**XVII. No Separate Legal Entity.**

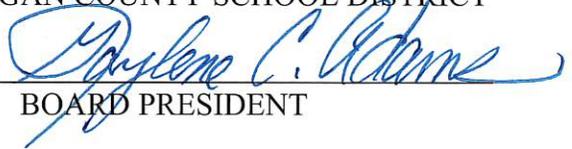
- A. No separate legal entity is created by the terms of this Agreement.
- B. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the District Superintendent and the County Commission.

**XVIII. Entire agreement—modifications in writing**

- A. This Agreement contains all of the agreements and representations between the Parties.
- B. None of the terms of this Agreement shall be waived or modified to any extent, except by a written instrument signed and delivered by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year  
first above written.

MORGAN COUNTY SCHOOL DISTRICT

By:   
BOARD PRESIDENT

ATTEST:



Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
District Attorney

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

MORGAN COUNTY COMMISSION

By: \_\_\_\_\_  
Matt Wilson, Chair

Commissioner Blocker voted	_____
Commissioner Fackrell voted	_____
Commissioner Newton voted	_____
Commissioner Nickerson voted	_____
Commissioner Wilson voted	_____

ATTEST:

\_\_\_\_\_  
Leslie A. Hyde  
Morgan County Clerk/Auditor

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
County Attorney

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



## Request for Proposal

Morgan County Clerk Building Addition

### Scope of Work

Morgan County extending their current building to accommodate for a new County Clerk Office to meet the UL752 Rating for bullet resistance. Morgan County is wanting to do a design build for this project that would include architectural, engineering, design, and construction. 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 has listed the below categories to be bid on for this project in accordance with the proposed building addition layout listed in Exhibit 3:

	Description	Quantity	Units	Unit Price	Amount
1	Demo	1	LS		
2	Earthwork	1	LS		
3	Concrete-Footing & Foundation and slab	1	LS		
4	Masonry-Smooth Face CMU Block	1	LS		
5	Metals	1	LS		
6	Woods & Plastics	1	LS		
7	Thermal & Moisture Protection	1	LS		
8	Doors & Windows	1	LS		
9	Finishes	1	LS		
10	Specialties	1	LS		
11	Electrical & Communications	1	LS		
12	HVAC-Mini Split Systems	6	EA		
13	Exterior Improvements	1	LS		
14	Utilities	1	LS		



15	Engineering & Design	1	LS		
16	Special Inspections	1	LS		
17	Contingency	1	LS		

### **Project Schedule**

The project is to be completed June 20, 2026. 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] [left 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 Phshing/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 Balleets



Exhibit 1-UL 752 Rating Chart

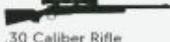
UL RATING	WEAPON	AMMUNITION	WEIGHT	VELOCITY	SHOTS	TYPICAL USES	BALLISTIC MATERIAL APPROXIMATE THICKNESS
1	 9mm Pistol	 9mm Full Metal Copper Jacket with Lead Core	124 grains 8 grams	1175 FPS to 1293 FPS		Gas stations Banks Pharmacies Retail Shops	L1 Glazing 0.5"-1.25" L1 Fiberglass 0.25" Armor Plate 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"

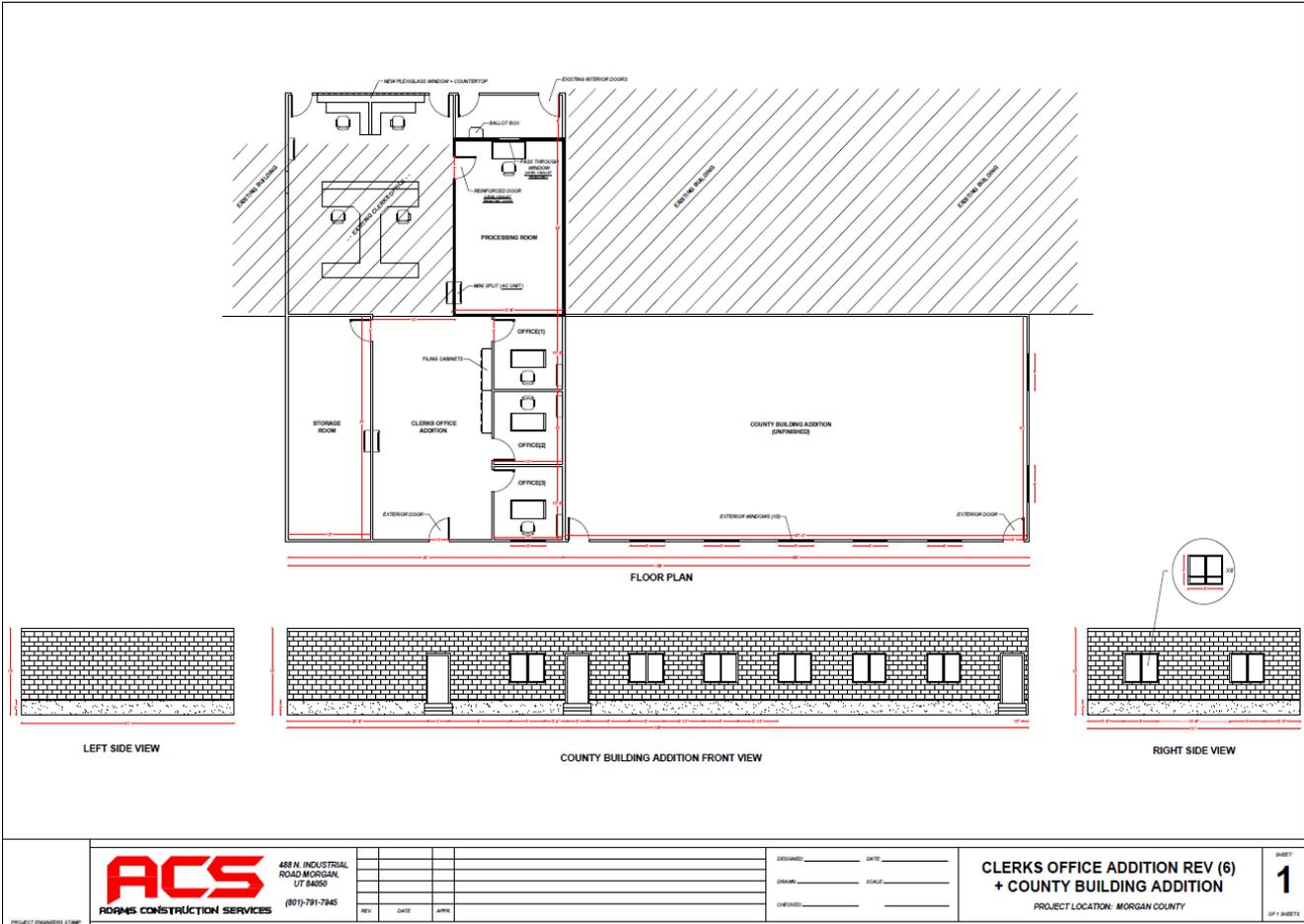


Exhibit 2-Ballot Box





Exhibit 3-Proposed Building Layout





COMMITTED. EXPERIENCED. TRUSTED.

PARTNERS

MICHAEL L. SMITH, CPA  
JASON L. TANNER, CPA  
ROBERT D. WOOD, CPA  
AARON R. HIXSON, CPA  
TED C. GARDINER, CPA  
JEFFREY B. MILES, CPA  
JESSE S. MALMROSE, EA  
JANICE ANDERSON, EA  
TROY F. NILSON, CPA

January 6, 2026

Mr. Matt Wilson, County Commission Chair  
Morgan County, Utah  
48 West Young Street  
Morgan, UT 84050

Dear Mr. Wilson:

The following represents our understanding of the services we will provide Morgan County, Utah (the County).

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of and for the year then ended December 31, 2025 and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, if applicable, in accordance with Government Auditing Standards, and Utah State Audit Compliance Guide will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis, budgetary comparison information, and pension schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and

comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

Management's Discussion and Analysis  
Pension Schedules

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

Combining Statement – Nonmajor Governmental Funds  
Combining Statement – Agency Funds  
Schedule of Receipts and Disbursements  
Statement of Taxes Charged, Collected, and Distributed

### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and, if applicable, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America and *Utah State Audit Compliance Guide*. As part of an audit of financial statements in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and *Utah State Audit Compliance Guide*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Morgan Counties internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Morgan County's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Management override of controls
- Improper revenue recognition
- Improper cash disbursement
- Adequate and detailed month-and year-end closing process, including account reconciliations

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with U.S. GAAP;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit; and

- Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.
  - A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report
- For including the auditors' report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the County's auditor;
  - For identifying and ensuring that the County complies with the laws and regulations applicable to its activities;
  - For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
  - For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  - For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  - For informing us of any known or suspected fraud affecting the County involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
  - For the accuracy and completeness of all information provided.
  - For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
  - For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

## **Nonattest Services**

We will perform the following nonattest services:

- Assist with the preparation of the basic financial statements, RSI, and Supplemental Information, based on your provided documentation.

We will not assume management responsibilities on behalf of the County. However, we will provide advice and recommendations to assist management of the County in performing its responsibilities.

The County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including U.S. GAAS.
- This engagement is limited to the financial statement preparation services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

## **Reporting**

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also issue a written report on compliance with Utah State Compliance audit requirements upon the completion of our audit.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

### **Provisions of Engagement Administration, and Fees**

During the course of the engagement, we may communicate with you or your personnel via e-mail and the use of virtual data portals. You should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Aaron R. Hixson, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising HBME LLC's (HBME) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, except for required fees paid to obtain financial confirmation of various balances during the course of our audit procedures, which will be billed separately. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the audit will not exceed \$32,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the County's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of HBME and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of HBME's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, the latest external peer review report of our firm is available upon request for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Aaron R. Hixson, CPA  
Audit Partner  
HBME LLC

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Morgan County, Utah by:

 \_\_\_\_\_  
20260108 12:23:04 MST

Name

Chairman

\_\_\_\_\_  
Title

# Morgan County, Utah - 12.31.25

Final Audit Report

2026-01-08

Created:	2026-01-08
By:	Aaron Hixson (aaron@hbme.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEbfZHsS5bqU8g3r2dAXCv_5vRm4PfBvF

## "Morgan County, Utah - 12.31.25" History

-  Document created by Aaron Hixson (aaron@hbme.com)  
2026-01-08 - 4:56:54 PM GMT
-  Document emailed to mwilson@morgancountyutah.gov for signature  
2026-01-08 - 4:57:53 PM GMT
-  Email viewed by mwilson@morgancountyutah.gov  
2026-01-08 - 5:58:01 PM GMT
-  Signer mwilson@morgancountyutah.gov entered name at signing as Matthew Wilson  
2026-01-08 - 7:23:02 PM GMT
-  Document e-signed by Matthew Wilson (mwilson@morgancountyutah.gov)  
Signature Date: 2026-01-08 - 7:23:04 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-08 - 7:23:04 PM GMT



### **Vacancy on the Morgan County Noxious Weed Board**

*Applicant must be a resident of Morgan County whose primary source of income is derived from production agriculture UCA § 4-17-105(3).* Applicants should submit a letter of interest to the Morgan County Administrative Manager at 48 W Young Street in Morgan, fill out the Online application or send an email to [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov). This is a Volunteer Position.

Duties include attending Board meetings, advise the Morgan County Commission on coordinated noxious weed prevention efforts, curate and publish an annual list of primary noxious weeds present in the County.

Terms are for four years. Meetings are scheduled based on the availability of Board members and meets in the Community room of the Morgan County Public Library at 50 North 100 West Morgan UT 84050.

Letters of interest will be accepted until December 29th, 2025 or later if a member of Morgan whose income is primarily based on production ag, has not yet been appointed.

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

## Request for Proposal (RFP)

# Ticket Management Platform Morgan County Fair

### 1. Overview

The Morgan County Fair is seeking proposals for a ticket management and sales platform to replace the Jubilee system.

- Annual ticket revenue: \$95,000
- Primary use: RMPRA rodeo ticket sales (two rodeos)  
Secondary use: Fair attraction and wristband sales  
Additional use: Contest participants registration and vendor registration sales

### 2. Ticketing Needs

The platform must support:

#### Rodeo Tickets

- Online and on-site cash sales
- Multiple ticket type options
- QR tickets and multiple ticket scanning doors at entry
- Interactive seat map with easy navigation
- Ability to collect demographic data of ticket buyers
- Promo codes for sponsors

#### Attraction Tickets & Wristbands

- Tickets and/or wristbands for attractions and rides (single day and multi-day)
- On-site sales and redemption tracking

#### Activities, Contests, & Tournaments

- Participant registration

### 3. Required Features

- Online ticket sales (mobile-friendly)
- On-site box office sales
- Mobile scanning (with offline capability preferred)
- Real-time sales and revenue reporting
- Credit/debit card and mobile payments (Venmo, Apple Pay, Google Pay, etc.)
- easy and fast ticket scanning for volunteer use
- Event-day customer support

## Request for Proposal (RFP)

- Revenue tracking by event, day, ticket type, and/or attraction
- Exportable reports (CSV, Excel, PDF)

### **4. Implementation**

Vendors should describe:

- Setup and onboarding process
- Implementation timeline
- Training for staff and volunteers
- Event-day support

### **5. Pricing**

Proposals must clearly outline:

- Ticketing and processing fees
- Any setup or monthly fees
- Hardware costs (if applicable)
- 

### **6. Proposal Submission**

Proposals should include:

- Executive summary
- Feature overview
- Pricing details
- Implementation plan
- References

Submission Deadline: January 31, 2026

Submit To: Morgan County Commission  
via Mike Newton, Commissioner  
mnewton@morgancountyutah.gov

### **7. Evaluation**

Proposals will be evaluated based on:

- Fit for fair and rodeo operations
- Ease of use and customer support
- Cost and fee transparency

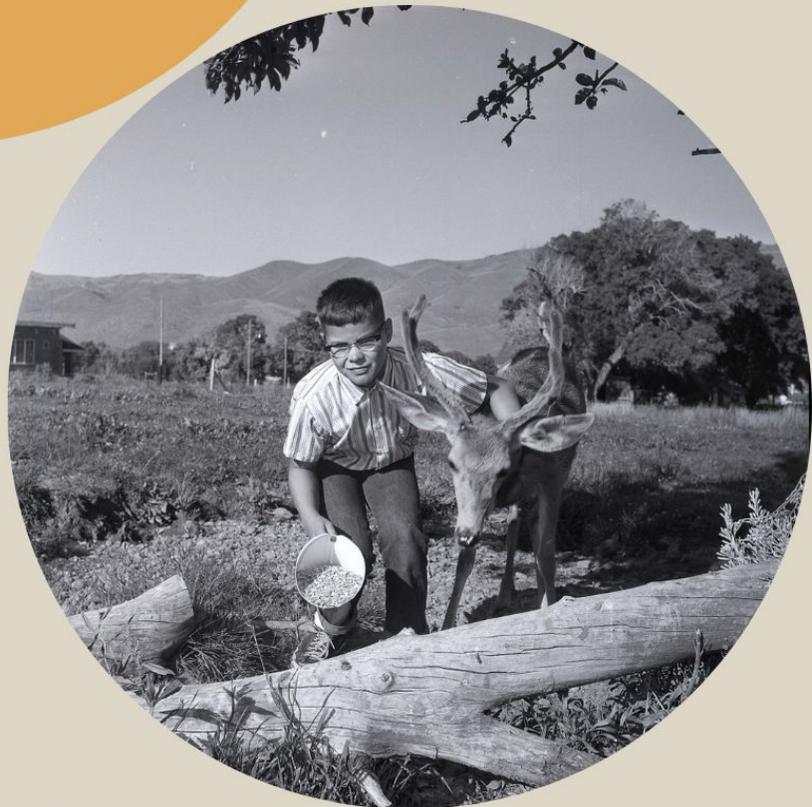
# MORGAN COUNTY HISTORICAL SOCIETY WILDLIFE EXHIBIT

*January 20th-30th, 2026  
12-5:00 pm*

*Local Wildlife Photography &  
Taxidermy*

*Free Admission*

**CHAD  
HAWKES,  
BECKY  
FRANCIS,  
WHITNEY  
GROFT**



*Location: Morgan Train  
Depot. 98 N. Commercial  
Street, Morgan, UT.*



Contract # \_\_\_\_\_

# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
Department Name: Department of Agriculture and Food Agency Code: 570 Division Name: Administrative Services, referred to as the State Entity, and the following Contractor:

Morgan County \_\_\_\_\_  
 \_\_\_\_\_ Name  
48 W. Young Street \_\_\_\_\_  
 \_\_\_\_\_ Address  
Morgan UT 84050 \_\_\_\_\_  
 City State Zip

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

Contact Person: Annie Thackeray Phone # 385-395-1919 Email: athackeray1@utah.gov  
Vendor # 83870FB Commodity Code # 96102

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Predator control as outlined in the attached Morgan County Predation Management Plan.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# \_\_\_\_\_, FY \_\_\_\_\_, Bid# \_\_\_\_\_, or other method: \_\_\_\_\_.

4. CONTRACT PERIOD: Effective Date: 7/1/25 Termination Date: 6/30/26 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): \_\_\_\_\_.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of **\$10,050** for costs authorized by this contract. Prompt Payment Discount (if any): \_\_\_\_\_. Additional information regarding costs: \_\_\_\_\_.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for  Goods or  Services  
ATTACHMENT B: County Predation Management Plan  
ATTACHMENT C: UDAF Program Participation Letter  
ATTACHMENT D: Producer County Match Form  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # \_\_\_\_\_ dated \_\_\_\_\_.

8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

### CONTRACTOR

### STATE

\_\_\_\_\_  
 Contractor's signature Date  
 \_\_\_\_\_  
 Type or Print Name and Title

\_\_\_\_\_  
 Agency's signature Date  
 \_\_\_\_\_

### STATE OF UTAH APPROVING AUTHORITIES

\_\_\_\_\_  
 Finance Director Date

<u>Annie Thackeray</u>	<u>385-395-1919</u>	<u>athackeray1@utah.gov</u>
Agency Contact Person	Telephone Number	Email

**ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES**

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
  - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
  - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
  - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
  - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
  - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

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

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.  
If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to

writing a summary of the orally disclosed Confidential Information.

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

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

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

# Morgan County Predation Management Plan -2026

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Thank you for the contract allowing the Department of Agriculture and Food to match up to 50% of the County's contracted amount for predation management in Morgan County.

The work plan is as follows:

Morgan County will participate in the Predator Damage Control Fund (PDCF) program at the rate of \$21,100 annually. UDAF will reimburse the county for 50% of the request, not to exceed the total annual contract portion of \$10,050. The funds provided by the County and producer's will be deposited into the PDCF account, by the Utah Wool Growers Association (UWGA). These funds will be allocated and used within Morgan County and will be administered by UDAF for aerial predator management.

**Please make checks payable to:**

**PDCF**

**and mail to:**

**Utah Department of Agriculture and Food  
P.O. Box 146500 Salt Lake City, Utah 84114-6500**

Included with this paperwork is a Predator County Match Form to log County and producer's contributions to this program. Please return this form with payment to better provide accountability to the program participants.



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

Department of Agriculture and Food

KELLY PEHRSON  
Commissioner

TROY FORREST  
Deputy Commissioner

PHIL CROWTHER  
Deputy Director, Predator Control

COLE SELMAN  
Predator Control Program Manager

To: Predator Damage Control Fund (PDCF) participants

Subject: October 31, 2025 Deadline to receive matching funds for predator damage management

Each year the Utah Department of Agriculture and Food (UDAF) and the Division of Wildlife Resources (DWR) fund a program in which producers can contribute funds toward a predator damage management program, PDCF, and have their funds matched through the Counties. The program is administered by UDAF in cooperation with DWR. To maximize the allotted funds and to provide the best possible service we can, we are asking that all PDCF funds from the Counties be sent in and received at the UDAF main office no later than October 31, 2025. If we do not receive your funds and signed contract by this date, your potential matching funds will become available to other counties for use and your county may NOT be able to participate in the matching fund program.

**Please make checks payable to  
PDCF  
and mail to  
Utah Department of Agriculture and Food  
P.O. Box 146500  
Salt Lake City, Utah 84114-6500**

Each year there are funds “left on the table” that could be used to benefit livestock producers within the Counties. This is due to Counties signing the contracts for a specific amount of money, and then not fully funding or not providing the funds for them at all. Any unpaid contract funds will be available for other counties to use after the deadline of January 1, 2026; these funds will be available until exhausted. Any funds distributed after the deadline will be allocated as decided by the Wool Grower’s Presidency.

Also, you will be receiving a tracking form with the contract. This form will help us track which producer’s put money towards the program and thus, we can make sure that we provide the amount of service they paid for. This form is required to be with the payment when submitted.

Thank you in advance for your cooperation, I think this will enable us to provide more services to you and will maximize the funds set aside for predator management.

If you have any questions, please feel free to contact me at the number listed below.

Cole Selman  
Predator Program Director  
(385) 222-6790

# Predator County Match Form

County: \_\_\_\_\_

**Producer Name:**

**Phone Number:**

**Amount Collected:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_



## State of Utah

SPENCER J. COX  
*Governor*

DEIDRE M. HENDERSON  
*Lieutenant Governor*

## Department of Agriculture and Food

KELLY PEHRSON  
*Commissioner*

TROY FORREST  
*Deputy Commissioner*

PHIL CROWTHER  
*Deputy Director, Predator Control*

COLE SELMAN  
*Program Manager, Predator Control*

Dear Morgan County,

We are writing to express our sincere gratitude for your participation in the 2024-2025 PDCF predator control program. Your contributions were vital in flying 28.8 hours in your county this year. We're looking forward to a productive 2025-2026 season!

Thank you once again for your support.

Sincerely,

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Cole Selman - Predator Control Program Manager



2790 S. Decker Lake Dr.  
Salt Lake City, Utah 84119  
(801) 486-4182 fax (801) 487-1508

## COLLECTION AGREEMENT

This agreement is entered into on this 20th day of January 2026 between EXPRESS RECOVERY SERVICES, Inc., hereafter referred to as Agency, and MORGAN COUNTY, a political subdivision of the State of Utah, hereafter known as Client. Client wishes to utilize the services of Agency for collection of past due accounts. As such, Agency and Client agree to the following. Accounts will be collected on a contingency basis. The contingency rates are as follows:

22% Regular Accounts

22% Legal Accounts (only upon written authorization of Client's Attorney or designated representative)

50% Forward Accounts

Rate definitions are as follows: Regular Accounts are those being worked by Agency collectors. Legal Accounts are those where, after all regular collection methods have been exhausted and it is determined that legal action is appropriate, the account has been referred to Agency's attorney for litigation with prior written authorization from the Morgan County Attorney or designee. Forward Accounts are those that have been forwarded for collection or litigation in a state where Agency does not operate or is not licensed. Any forwarding shall be subject to all provisions of this Agreement, and Agency shall ensure that any third party agrees in writing to the same obligations.

Agency is authorized by Client to endorse for deposit and collection such consumer paper made payable to Client that may be received for payment. Assignment of an account to Agency is for the purpose of collection only. Ownership of the account, the underlying data, and all patient information remain with Client.

Agency will conduct collection activities on all accounts assigned by Client in compliance with the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Utah Government Data Privacy Act (Utah Code § 63A-19-101 et seq.), the Utah Protection of Personal Information Act (Utah Code § 13-44-101 et seq.), HIPAA and HITECH, and all other applicable Federal, State, and local laws.

All monies collected by Agency will be held in a trust account and will be remitted to Client by the 15th day of each month following collection. Each remittance will be accompanied by an itemized report showing amounts collected, fees, costs, adjustments, settlements, and the net amount owed to Client.

Client agrees to notify Agency of any payments received by them on any account assigned to Agency within 72 hours of receipt, to maintain compliance with the Fair Debt Collection Practices Act and the Fair Credit Reporting Act. Client agrees to immediately notify Agency of any bankruptcy notices received by them on any account assigned to Agency immediately upon receipt of notice.

Client agrees to cease collection efforts, including telephone calls, statements, and any other form of communication with the account holder once the account has been assigned to Agency, in order to avoid potential FDCPA liability. Client further acknowledges that accounts assigned are not and will not be assigned to any other agencies for collections while they are assigned to this Agency.

If Client withdraws an account or accepts payment or settlement after placement with Agency, Agency reserves the right to charge Client the commission on the account.

If Agency has incurred court costs with Client's prior written authorization and Client later withdraws the account or accepts payment directly, Client shall reimburse Agency for the actual court costs advanced. All court costs in any legal action shall be advanced by Agency and shall be reimbursable by Client only if (1) litigation was authorized in writing by Client, and (2) Client later withdraws the account or accepts payment directly.

If an account requires Agency to retain an attorney and to file suit, all normally incurred court costs and attorney fees will be advanced by Agency with no cost to Client. Client will not be billed for costs, unless Client withdraws or settles an account after legal action has been initiated by the Agency at which time Client may be billed for court costs and attorney fees paid by Agency as well as commission on the account at the agreed upon legal contingency rate. The parties further agree that the court costs advanced by Agency shall be paid first from any monies collected. Agency shall not commence legal action on any account without prior written authorization from Client's attorney/designated representative.

Each Party shall be responsible for its own acts, errors, or omissions and those of its officers, employees, agents, or contractors to the extent allowed by applicable law. Nothing in this Agreement shall be construed as creating an obligation for either Party to indemnify, defend, or hold harmless the other Party, nor as a waiver of any rights, immunities, defenses, limitations, or protections provided to Client under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq., or any other applicable law.

Client shall be responsible for damages, claims, or losses arising solely from Client's own acts, errors, or omissions, including but not limited to the provision of inaccurate, incomplete, or unauthorized account information to Agency, to the extent liability is permitted under the Utah Governmental Immunity Act.

Agency shall be responsible for damages, claims, or losses arising solely from Agency's own acts, errors, or omissions, including but not limited to violations of the FDCPA, FCRA, HIPAA/HITECH, the Utah Government Data Privacy Act, the Utah Protection of Personal Information Act, or any other applicable law.

Neither Party assumes or is responsible for the acts, errors, or omissions of the other Party. Client hereby agrees and warrants that any collection fees added prior to assignment to Agency will be done so only when specifically provided by contract or by law. Client further represents that the collection fee will not exceed the amount charged by Agency unless otherwise specified in Client's contract with the account holder, and that any collection fees, interest, or other fees allowable through the contract or by statute will be specifically broken down and itemized when referred to Agency. Agency shall not be responsible for collection fees or charges that were improperly added by Client or added without legal authority. Client understands and agrees the contingency fee is charged on the entire amount assigned to Agency, including any permitted collection fees.

Agency agrees to maintain the confidentiality and security of all Client data, including PHI and personal data, consistent with HIPAA, the Utah Government Data Privacy Act, and all applicable laws. Agency shall implement reasonable and appropriate administrative, technical, and physical safeguards, including role-based access controls, limiting access to authorized personnel, and encryption of data at rest and in transit when such encryption is within Agency's reasonable control and not precluded by systems or platforms through which the data must be transmitted or filed. The Parties acknowledge that certain filings or transmissions, such as electronic court filings or use of government-mandated systems not controlled by Agency, may not support or permit encryption; use of such systems shall not constitute a breach of this Agreement. Agency shall notify Client of any data-security incident or breach within 24 hours. Client's data shall not be sold, disclosed, mined, reused, or shared except as allowed by law and necessary to perform the services under this agreement. Client retains the right to audit Agency's records related to Client's accounts upon reasonable notice.

For valuable consideration, the undersigned does hereby assign and transfer to Agency any and all accounts of Client that are now or hereafter tendered to Agency for collection. Said assignment is for the purpose of

collection only, and ownership of the underlying account and all related data remains with Client. Agency is authorized to take reasonable and lawful steps necessary to collect the accounts in the ordinary course of collection activities, consistent with the limitations and requirements set forth in this Agreement.

Either party can terminate this contract with thirty (30) days written notice to the other party. Upon termination, Agency shall immediately cease collection actions and return all said accounts and all Client data. Accounts in which legal action has begun shall continue only with Client's written approval. Client retains the right to withdraw accounts from litigation at any time for good cause, including compliance, risk, or strategic concerns. Upon withdrawal, Agency shall provide a final accounting and return all records.

This agreement is governed by the laws of the State of Utah, and venue shall lie exclusively in Morgan County, Utah. This agreement constitutes the entire agreement between the Parties and may only be amended in writing signed by both Parties.

### **Utah Government Data Privacy Act**

Agency acknowledges that it is a contractor for purposes of the Utah Government Data Privacy Act (Utah Code § 63A-19-101 et seq.) to the extent Agency processes or has access to personal data on behalf of Client. Agency shall comply with the UGDPA to the same extent required of Client for any personal data Agency processes or accesses under this Agreement. Agency shall notify Client immediately upon discovery, and no later than 24 hours thereafter, of any suspected incident, unauthorized access, loss of data, or data breach involving Client data, and shall cooperate with Client in any investigation, mitigation, required reporting, or corrective actions. Nothing in this Agreement waives any immunities or limitations of liability available to Client under the Utah Governmental Immunity Act. The Parties acknowledge that Client may adopt a standardized County Data Privacy & Security Addendum in the future, and Agency agrees to execute or supplement this Agreement with such Addendum upon reasonable request of Client.

### **Business Associate Agreement**

To the extent Agency creates, receives, maintains, or transmits protected health information ("PHI") on behalf of Client, Agency is a Business Associate under the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 160 and 164. Agency shall comply with all applicable HIPAA requirements and agrees to the following:

- (a) Agency shall use or disclose PHI only as necessary to perform collection services under this Agreement or as required by law, and shall not use or disclose PHI in a manner that would violate HIPAA if done by Client.
- (b) Agency shall implement appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of PHI, including encryption, access controls, monitoring, and minimum necessary standards.
- (c) Agency shall promptly report to Client any use or disclosure of PHI not permitted by this Agreement, any security incident, and any breach of unsecured PHI, in each case immediately upon discovery and no later than 24 hours thereafter.
- (d) Agency shall ensure that any subcontractor that creates, receives, maintains, or transmits PHI on behalf of Agency agrees in writing to the same restrictions, conditions, and safeguards that apply to Agency.
- (e) Agency shall make PHI available to Client as necessary for Client to meet its obligations under 45 C.F.R. §§ 164.524 (access), 164.526 (amendment), and 164.528 (accounting of disclosures).
- (f) Agency shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of

determining Client's compliance with HIPAA.

(g) Upon termination of this Agreement, Agency shall return to Client or securely destroy all PHI created or received on behalf of Client that Agency still maintains, except to the extent retention is required by law.

(h) Client may terminate this Agreement immediately if Client determines that Agency has violated a material term of this HIPAA section and Agency has failed to cure the violation within a reasonable time after notice, or if cure is not feasible.

Agency's obligations under this HIPAA section shall survive termination of this Agreement.

## Signatures

MORGAN COUNTY:

EXPRESS RECOVERY SERVICES:



---

Matthew Wilson, Chair

---

Mitchell D Ross

APPROVED AS TO FORM:

---

Garrett Smith, County Attorney



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Raelene Blocker

Address of Elected Official: 48 W Young Street, Morgan UT 84050

Department: Commissioner

Title: Commissioner

Signature of elected Official reporting: \_\_\_\_\_

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:

NONE

Time Period of Conflict: FY 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: \_\_\_\_\_ Date: 01/05/2026

HR Director

Signature: \_\_\_\_\_ Date: 01/05/2026

Clerk/Auditor

Signature: \_\_\_\_\_ Date: 01/05/2026

County Commission Chair



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Blaine Fackrell

Address of Elected Official: [REDACTED] Morgan Utah 84050

Department: commision

Title: Commissioner

Signature of elected Official reporting: M. Blaine Fackrell

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:

I have a business that operates from my home, Fackrell Farms, LLC;  
Aother entity named MBF Innovative Trading, LLC, which I trade in the forex market and teaches others how  
to do that, if interested. I am not actively teaching people. I only trade on my own.  
MBJF Property Group, LLC for my rental properites.

*My wife works for the Library since 2003.*

Time Period of Conflict: currently

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: Cosy Barber Date: 1/6/2026  
HR Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk/Auditor

Signature: Mattie Wyo Date: 1/7/26  
County Commission Chair

JAN 6 '26 PM 5:02



### Morgan County Disclosure Form to report Elected Officials Conflicts of Interest

Name of Elected Official: Mike Newton

Address of Elected Official: 48 W Young Street, Morgan UT 84050

Department: Commissioner Title: Commissioner

Signature of elected Official reporting: *Mike Newton*

**Year reporting for: 2026**

Conflicts of Interest reporting to Morgan County:

I am part owner of Hay Hollow Farms LLC - farming operation in Morgan County

Time Period of Conflict: FY 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: *Amy Basak* Date: 01/05/2026  
HR Director

Signature: \_\_\_\_\_ Date: 01/05/2026  
Clerk/Auditor

Signature: *Matthew Glick* Date: 01/05/2026  
County Commission Chair



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Vaughn Nickerson

Address of Elected Official: 48 W Young Street

Department: Commission

Title: Commissioner

Signature of elected Official reporting: \_\_\_\_\_

**Year reporting for: 2026**

Conflicts of Interest reporting to Morgan County:

Owner of Harris Electric

Time Period of Conflict: 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature:  Date: 01/06/2026  
HR Director

Signature: \_\_\_\_\_ Date: 01/06/2026  
Clerk/Auditor

Signature:  Date: 01/06/2026  
County Commission Chair



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Matthew Wilson

Address of Elected Official: 48 W Young Street, Morgan UT 84050

Department: Commissioner

Title: Commissioner

Signature of elected Official reporting: Matthew Wilson

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:

Rocky Mountain Home Builder

Wilson's Paint and Floor Coverings

RIVERSIDE LUXURY APARTMENTS

Time Period of Conflict: FY 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: [Signature] Date: 01/05/2026  
HR Director

Signature: \_\_\_\_\_ Date: 01/05/2026  
Clerk/Auditor

Signature: [Signature] Date: 01/05/2026  
~~County Commission Chair~~  
Attorney

JAN 2 '26 PM 3:07



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Kimberly Harrison

Address of Elected Official: 48 W Young Street, Morgan UT 84050

Department: Treasurer

Title: Treasurer

Signature of elected Official reporting: Kimberly R. Harrison

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:

My husband & son work for public works

Time Period of Conflict: 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: [Signature] Date: 01/02/2026  
HR Director

Signature: \_\_\_\_\_ Date: 01/02/2026  
Clerk/Auditor

Signature: [Signature] Date: 01/02/2026  
County Commission Chair



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Leslie A. Hyde

Address of Elected Official: 48 W Young Street, Morgan UT 84050

Department: Clerk/Auditor

Title: Clerk/Auditor

Signature of elected Official reporting: Leslie A Hyde

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:

none

Time Period of Conflict: 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: [Signature] Date: 01/02/2026  
HR Director

Signature: \_\_\_\_\_ Date: 01/02/2026  
Clerk/Auditor

Signature: [Signature] Date: 01/02/2026  
County Commission Chair



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: SHAWN ROSE  
Address of Elected Official: [REDACTED] MORGAN UTAH 84050  
Department: RECORDER'S OFFICE Title: RECORDER  
Signature of elected Official reporting: *[Signature]*

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:  
N/A

Time Period of Conflict: \_\_\_\_\_

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: *[Signature]* Date: 1/6/2026  
HR Director

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

Clerk/Auditor  
Signature: *[Signature]* Date: 1/7/26  
County Commission Chair

JAN 2 '26 PM 3:18



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Garrett Smith

Address of Elected Official: 48 W Young Street, Morgan UT 84050

Department: Attorney

Title: Prosecuting Attorney

Signature of elected Official reporting: Garrett Smith

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:

My spouse works as a volunteer EMT for the Fire Department.

Time Period of Conflict: 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: [Signature] Date: 01/02/2026  
HR Director

Signature: \_\_\_\_\_ Date: 01/02/2026  
Clerk/Auditor

Signature: [Signature] Date: 01/02/2026  
County Commission Chair



**Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest**

Name of Elected Official: Corey Stark

Address of Elected Official: 48 West Young Street, Morgan, UT 84050

Department: Morgan County Sheriff Title: Sheriff

Signature of elected Official reporting: [Signature]

**Year reporting for: 2026**

Conflicts of Interest reporting to Morgan County:

Owner of Floorings of Morgan; A company that sells and/or installs flooring

Time Period of Conflict: 1 January 2026 to 31 December 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: [Signature] Date: 1/6/2026  
HR Director

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

Signature: [Signature] Date: 1/7/26  
Clerk/Auditor  
County Commission Chair



Morgan County Disclosure Form to report  
Elected Officials Conflicts of Interest

Name of Elected Official: Janell Walker

Address of Elected Official: 48 W Young Street, Morgan UT 84050

Department: Assessor

Title: Assessor

Signature of elected Official reporting: [Handwritten Signature]

Year reporting for: 2026

Conflicts of Interest reporting to Morgan County:

(son) Brickman Walker Temp work for Morgan County

Time Period of Conflict: January 5th - 2026

This form will be filed with the Morgan County Clerk/Auditor after being presented to the County Commission for confirmation.

This form will need to be filled out by January 10<sup>th</sup> of each year the employee continues to work for Morgan County.

Signature: [Handwritten Signature] Date: 01/02/2026  
HR Director

Signature: \_\_\_\_\_ Date: 01/02/2026  
Clerk/Auditor

Signature: [Handwritten Signature] Date: 01/02/2026  
County Commission Chair



## **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!***

2026 COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY  
EXTENSION SERVICES - Morgan County

This Cooperative Agreement (“Agreement”) is dated as of the last dated signature below and is between Morgan County ("County") and Utah State University (“USU”), via its Cooperative Extension Service, to promote and provide cooperative extension services (“Extension Services”).

Whereas, USU is the land-grant university in the state of Utah, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an extension service at USU (U.C.A. §53B-18-201) and has enabled Utah’s various counties to become a cooperative collaborator in promoting Extension Services, specifically:

USU "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county" (U.C.A. §53B-18-202); and

Whereas, USU has organized its extension service as follows:

(a) Extension faculty and staff, who directly serve specific counties; (b) Extension county directors, who coordinate the services within a specific county; (c) Extension administrators, who coordinate and supervise Extension Services for a multi-county area; (d) on-campus extension faculty, who provide extension service content expertise; and (e) the USU Senior Vice President for Statewide Enterprises, who oversees and administers Extension Services.

Therefore, USU and the County agree as follows:

1. Term and Renewal. This Agreement shall be for the period beginning January 1, 2026 and ending December 31, 2026 (“Term”). USU and the County have had a long-standing relationship concerning Extension Services and anticipate that this Agreement will be renewed annually. At the time this Agreement is renewed, USU and the County may review specific program objectives for Extension Services in the future and evaluate past accomplishments.

2. USU Employees. USU shall assign and provide funding for one or more USU employees to perform Extension Services within the County. USU shall appoint one USU employee to act as the Extension County Director for the County (such appointments shall be satisfactory to both USU and the County). Additional employees may be funded by USU, the County, or a combination of USU and the County, as may be mutually agreed. All USU employees shall be governed by USU policies and procedures.

3. Support Staff. The County shall provide USU with the dollar amount set forth in Appendix A to fund USU in obtaining support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) to support Extension Services within the County. Such support staff shall be (i) USU employees whose employment is governed by USU policies and procedures, and (ii) supervised by USU.

4. Facilities and Equipment. The County shall provide adequate facilities, including office space, furnishings, and other necessary equipment, for the extension employee(s) and support staff within the County. The County shall provide the following facilities: Office and programming space in the Morgan County building at 48 W. Young Street, Morgan, UT. Space for 4-H activities at the Morgan County fairgrounds at Como Springs Road, Morgan, UT. Any furnishings, equipment, or other property purchased by the County, shall remain as the property of the County. Any equipment or other property purchased by USU, shall remain as the property of USU. By April 1, 2026, each of USU and County agree to provide the other party with a current inventory of its property used in conjunction with Extension Services in the County.

5. Operating Budget. The County shall provide in its annual County budget a total operating budget of \$178,622.51 for Extension Services. The financial support shall include, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, facility expenses, etc. The total dollar amount of the operating budget shall not be exceeded by USU without the prior written consent of the County. A summary of the budget items and anticipated expenditures are set forth in Appendix A. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. Extension Services. USU shall provide and administer Extension Services within the County, which are directed at improving the quality of life for people in the County, enhancing economic opportunity within the County, and sustaining the natural resources of the County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Services and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. Coordination. The Extension County Director, with the advice and consent of Extension administrators shall directly coordinate all Extension Services, the operating budget, and the support staff within the County.

a. Extension Services shall help the residents of the County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget.

b. The Extension County Director shall manage the operating budget in accordance with generally accepted accounting principles. Flexibility between budget categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

8. No Discrimination. USU and the County shall provide Extension Services to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.

9. Liability. USU and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, USU and County agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

<b>County:</b>  By: _____ Print Name: Garrett Smith Title: Morgan County Attorney Date: _____	<b>Utah State University:</b>  By: _____ Kenneth White Senior Vice President for Statewide Enterprises Date: _____
By: _____ Print Name: Title: Morgan County Commission Chair Date: _____	
By: _____ Print Name: Leslie Hyde Title: Morgan County Clerk Date: _____	

COMMISSION MEMBERS VOTING:

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

**Appendix A**  
**Budget Items and Anticipated Expenditures for Term**

ACCESS CODE (for County Use if needed)	DESCRIPTION	DOLLAR AMOUNT	REIMBURSABLE TO USU Y/N
10-4610-110	Permanent Staff wages + Benefits	\$148,797.00	Y
10-4610-120	Temporary Employee wages	\$18,438.00	Y
10-4610-130	Temporary Employee Benefits	\$1452.51	Y
10-4610-210	Books, Membership Dues, Subscriptions	\$535.00	Y
10-4610-230	Travel & Training	\$3,000.00	Y
10-4610-240	Office Supplies & Expenses	\$1,000.00	Y
10-4610-250	Equipment Supplies & Maintenance	\$1,600.00	Y
10-4610-650	4-H Operation Fund	\$3,500.00	Y
10-4610-660	4-H Assistant	(see "Temporary Employee" above)	
10-4610-670	Livestock	-----	
10-4610-680	4-H Horse Council	\$300.00	Y
<b>2026 TOTAL</b>		<b>\$178,622.51</b>	<b>Y</b>



**Motor Vehicle Division**  
**UTAH STATE TAX COMMISSION**  
 210 North 1950 West Salt Lake City, UT 84134  
 Telephone: 801-297-7780 or 1-800-DMV-UTAH

04/2025 ntl001



# Vehicle Registration Certificate

**Expires Last Day Of: Oct/2026**

**Vehicle Information**

VIN  
**1FTEW1EG7FFB52184**

Year **2015** Make **FORD** Model **F150**

Vehicle Type **Truck** Body Style **Pickup**

Reg. Wt. **CC** Cyl **6** Fuel **Gasoline**

Decal Number: **2610015233**



License Plate Number: **W247XV**

Plate Type: LE Arches

Owners  
**MARK WALKER**

CC **HP**

Emission Compliance

**Transaction Date: 09/30/2025**

Issued: 09/30/2025

**Receipt**

Item	Amount
State Fee	\$80.50
County Fee	\$50.00
	<b>\$130.50</b>

Payment Type	Amount
Credit Card	\$130.50
<b>Total Paid</b>	<b>\$130.50</b>

For a breakdown of fee details, please visit Utah's Motor Vehicle Portal



**\*\*Insurance\*\***

Every owner of a motor vehicle operated on a highway, public road or parking area within the State of Utah is required to have in effect and maintain current owner's or operator's insurance for that vehicle as required by law.

**\*\*Vehicle Safety\*\***

Each motor vehicle owner is responsible for the safe operation of their vehicle. As part of this responsibility owners should inspect their vehicle's tires, brakes, steering, suspension, lights and other equipment to ensure the vehicle is in safe operating condition.

**\*\*Accessible Parking\*\***

State law prohibits persons who do not lawfully possess a disability placard or disability special group license plate from parking in an accessible parking space designated for persons with disabilities. Persons who possess a disability placard or disability special group license plate are discouraged from parking in an accessible parking space designated as van accessible unless they have a temporary wheelchair user placard or a wheelchair user placard.

*Kharrison@morgancountyutah.gov*



# Bill of Sale

TC-843

Rev. 9/25

dmv.utah.gov

### Section 1: Vehicle Information

015	Make Ford	Model F 150	Body type truck
Vehicle/hull identification number (VIN/HIN) 1FTEW1E67FFB 52184		License plate number W 247XV	

### Section 2: Seller

Last, first, middle initial; or business name Mark Walker				
Address 1176 W. Island Cir		City Morgan	State UT	ZIP Code 84050

Price: \$ 100<sup>00</sup>

Date of sale: Oct 24, 2025

License plate in Section 1 is:  Included with the vehicle sale  
 (Form TC-840 required if the plate is personalized.)  
 Not included with the vehicle sale

Odometer Reading - REQUIRED: 

1	0	5	2	0	3
---	---	---	---	---	---

 (no tenths)

Reading is:  Miles  Kilometers (Kilometers will be converted to miles on the title.)

The odometer reading is (check one):

- The actual mileage for this vehicle
- The mileage in excess of the odometer's mechanical limits
- Not the actual mileage (Warning: odometer discrepancy)

WARNING: Leaving odometer information blank or providing false information may result in fines or imprisonment.

I hereby transfer all my rights, title and interest to this vehicle to the new owner, named below. I certify that, to the best of my knowledge, the title is clear of any claims, except the lien to the new lien holder, if any. I certify that the odometer and sales information shown above are correct.

Signature: Mark J. Walker Date: Oct 24, 2025

### Section 3: Buyer

Last, first, middle initial; or business name Shawn Walker				
Street address 2535 Hilyard St.		City Eugene	State OR	ZIP Code 97405

I am aware of the sales and odometer information that the seller provided, above. I certify, to the best of my knowledge, that the above information is correct. I understand that this vehicle is sold in "as is, where is" condition, with no guarantees or warranties.

Buyer's signature: Shawn Walker Date: Oct 24, 2025

- Make a copy for your personal records.
- Report sold vehicles at [mvp.tax.utah.gov](http://mvp.tax.utah.gov)

IS WATERMARKED PAPER - HOLD TO LIGHT TO VERIFY - DO NOT ACCEPT WITHOUT NOTING WATERMARK - DOCUMENT HAS COLORED BACKGROUND ON WHITE PAPER.

# STATE OF UTAH

DIVISION OF FINANCE - PO BOX 141031  
SALT LAKE CITY, UTAH 84114  
STATE VENDORS



MARLO M. OAKS  
UTAH STATE TREASURER

Warrant Number  
**F 15346066**

PAYABLE ON  
UTAH STATE TREASURER  
SALT LAKE CITY, UTAH 84414

31-289  
1240

**PAY Seventy Seven And 50/100 Dollars**

VOID 180 DAYS FROM DATE

PAY THIS AMOUNT

12-23-2025

**\$77.50\*\***

TO THE ORDER OF:

MARK WALKER  
1176 W ISLAND CIR  
MORGAN UT 840509590

*Allison Foran*

DIVISION OF FINANCE

⑈0015346066⑈ ⑆124002890⑆ 153100367736⑈

DETACH BEFORE CASHING

STATE OF UTAH, Division of Finance

PO Box 141031, Salt Lake City UT 84114 (801) 957-7760

000RFD

Dept	Voucher #	Invoice # / Description	Amo
120	26M202535600011	26M202535600011-1 / Refund for Vehicle Ownership Account	77
120	26M202535600011	26M202535600011-2 / Account/VIN: FFB52184	0
120	26M202535600011	26M202535600011-3 / Period: 09/30/2025	0
120	26M202535600011	26M202535600011-4 / For information, email: dmvaccounting@utah.gov	0

# STATE OF UTAH

# CR 25-49

## County Asset Acquisition Policy

### Purpose

The purpose of this policy is to ensure that all assets requiring County insurance coverage are subject to proper oversight and approval by the County Commission prior to purchase or acquisition, even if funding is available for the asset.

---

### Policy Statement

Any asset that would require coverage under the County's insurance policy must receive **prior approval from the County Commission** before it is purchased or acquired.

This requirement applies to, but is not limited to:

- Vehicles (e.g., fire trucks, command vehicles, staff vehicles)
- Specialized equipment (e.g., golf carts, ATVs, trailers)
- Service animals (e.g., K9 units)
- Any other tangible asset requiring liability or property insurance

The requirement applies **even if funding is available for the asset.**

---

### Procedures

#### 1. Request for Approval

- Departments must submit a request to the County Commission prior to the purchase or acquisition of any asset that would require County insurance.
- Requests must include:
  - Description of the asset
  - Estimated cost
  - Justification of need
  - Anticipated insurance impact

2. **Commission Review**

- o The County Commission will review requests to determine whether the asset should be approved for purchase and insured.
- o Approval or denial will be formally documented in Commission meeting minutes.

3. **Insurance Notification**

- o Upon approval, the department must notify the **County Clerk/Auditor's office** (or designee) to initiate the process of adding the asset to the County's insurance coverage.

4. **Non-Compliance**

- o Assets purchased or acquired without prior approval from the County Commission may require the department to **return or sell the item**.
- o The department may also be held financially liable for damages, loss, or liability associated with unapproved assets.

PASSED AND ADOPTED this 16th day of September 2025.

MORGAN COUNTY COMMISSION:

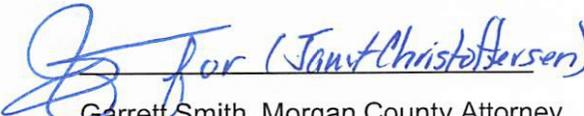
ATTEST:

  
 \_\_\_\_\_  
 Matthew Wilson, County Commission Chair

  
 \_\_\_\_\_  
 Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

  
 \_\_\_\_\_  
 Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raelene Blocker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blaine Fackrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vaughn Nickerson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## County Commission Agenda Request Form

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

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

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

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

commission Meeting Date:	<u>02-03-2026</u>	Time Requested:	<u>20:00 Min</u>
Name:	<u>Bret Heiner Morgan County public works director</u>	Phone:	<u>801-821-1475</u>
Address:	<u>380 No Industrial Dr Morgan Ut 84050</u>		
Email:	<u>bheiner@morgancountyutah.gov</u>	Fax:	<u>801-845-4046</u>
Associated County Department:	<u>Public Works</u>		

**PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:**

Purchase New Pick Truck for the Road department .  
Purchase a new transport for the Road department .

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 - Sumo / Saw T630 Tilt Trailer

## Morgan County

### Bret Heiner

380 Industrial RD  
Morgan, Utah 84050  
bheiner@morgancountyutah.gov  
801-821-1475

Quote ID: WTTQSFTD18V1  
Quote created: January 8, 2026  
Quote expires: February 7, 2026

## Western Truck & Trailer Sales, Inc.

1885 South 900 West

Salt Lake City, Utah 84104  
United States

### Prepared by: Scott Fluehe

scott@westerntruck.com

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
2024 Sumo/Saw T603 30 Ton Tag Tilt Deck Sumo/Saw T603 30 Ton Tag Tilt Deck, 3 Axle Spec Attached	1	\$56,900.00	\$56,900.00
No FET or Sales Tax	1	\$0.00	\$0.00
Government Contract #MA4481	1	\$0.00	\$0.00
DOCUMENTATION FEE	1	\$250.00	\$250.00
TITLE/MSO FEE	1	\$25.00	\$25.00
<b>SUMMARY</b>			
One-time subtotal			\$57,175.00
	<b>Total</b>		<b>\$57,175.00</b>

### Purchase terms

Quotes are valid for 30 days. All stock units are subject to prior sale unless secured by a signed order and non-refundable deposit. Factory orders require a deposit. Used trailers are sold AS-IS, without warranty expressed or implied, nor use fit for a particular purpose. The customer will be responsible for all taxes and fees outside our jurisdiction including: Permits, Licensing, Sales Tax, Federal Excise Tax, Tire Recycle Fees, Inspection Fees, and any other mandatory government fees.

## Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**READING TRUCK EQUIPMENT, LLC**

**NEW TRAILER**

**ESTIMATE**

**DBA SEMI SERVICE**

4285 West 1385 South  
 Salt Lake City, UT.. 84104  
 Phone (801) 521-0360 Fax (385) 234-6264

**DATE:** January 8, 2026  
**ESTIMATE #** NTS4094WR

**Bill To:** Bret Heiner  
 Morgan County  
 48 West Young Street  
 Morgan, UT 84050  
 (801) 791-3487

**Comments or Special Instructions:** CUSTOMER IS EXEMPT FROM SALES TAX AND FET BY FORM TC-721G. PRICE INCLUDES FRESH UTAH ANNUAL INSPECTION AND SERVICE TO BE COMPLETED BEFORE CUSTOMER PICKUP. TRAILER IS IN STOCK AND CAN BE READY FOR PICKUP IN 1 WEEK OR LESS FROM PURCHASE AGREEMENT.

SALESPERSON	UNIT NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
WILLIAM RICE	NTS4094	N/A	N/A	Salt Lake City, UT	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<b>NEW 2024 VERSAMAX T60KT 30 TON TILT DECK</b> S/N: 4T9PW3934RE487031	\$ 57,289.29	\$ 57,289.29
1	DOC FEE	75.00	75.00

This unit is sold with warranty provided by the manufacturer. The seller is not responsible for loss, damage, or delays in transportation after shipment nor for failure to supply any goods where prevented by strikes, fires, or accidents, or by demand exceeding the available supply, or by any other causes beyond its reasonable control. In case the purchaser refuses to and pay for said goods in full as provided, the seller may retain as liquidated damages all money or goods paid on account of said goods herein furnished.

<b>SUBTOTAL</b>	\$ 57,364.29
<b>FREIGHT</b>	N/A
<b>SALES TAX</b>	<b>EXEMPT</b>
<b>FET</b>	<b>EXEMPT</b>
<b>TOTAL</b>	\$ 57,364.29

**Customer Acceptance** \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



## Young Automotive Group

Aaron Huffaker | 801-647-2809 | aaron.huffaker@youngcommercial.com

# Morgan County

Prepared For: Bret Heiner

Vehicle: [Fleet] 2026 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box



\*auto-generated picture. Truck will be ordered white\*

**2026 State of Utah Pricing**

**State Bid # MA3797**

**\$58,548**



# Young Automotive Group

Aaron Huffaker | 801-647-2809 | aaron.huffaker@youngcommercial.com

Vehicle: [Fleet] 2026 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

## Price Summary

### PRICE SUMMARY

	<b>MSRP</b>
Base Price	\$53,035.00
Total Options	\$16,790.00
Vehicle Subtotal	\$69,825.00
Destination Charge	\$2,595.00
<b>Grand Total</b>	<b>\$72,420.00</b>

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27483. Data Updated: Jan 12, 2026 6:45:00 PM PST.



# Young Automotive Group

Aaron Huffaker | 801-647-2809 | aaron.huffaker@youngcommercial.com

Vehicle: [Fleet] 2026 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

## Selected Model and Options

### MODEL

CODE	MODEL	MSRP
DJ7L91	2026 Ram 2500 Tradesman 4x4 Crew Cab 6'4" Box	\$53,035.00

### COLORS

CODE	DESCRIPTION
PW7	Bright White Clearcoat

### ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ETM	Engine: 6.7L I6 Cummins HO Turbo Diesel -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Cummins Turbo Diesel Badge, Heavy Duty Engine Cooling, Diesel Exhaust Brake, Supplemental Heater, 3.42 Axle Ratio, Front Bumper Sight Shields, Capless Fuel Fill w/o Discriminator, GVWR: 11,040 lbs	0.00 lbs	0.00 lbs	Inc.

### TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DFM	Transmission: 8-Speed TorqueFlite HD Automatic	0.00 lbs	0.00 lbs	Inc.

### CPOS PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
24A	Quick Order Package 24A Tradesman -inc: Engine: 6.7L I6 Cummins HO Turbo Diesel, Transmission: 8-Speed TorqueFlite HD Automatic	920.00 lbs	143.00 lbs	\$0.00

### AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DMR	3.42 Axle Ratio	0.00 lbs	0.00 lbs	Inc.

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# Young Automotive Group

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Vehicle: [Fleet] 2026 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (  Complete )

## WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
WAA	Wheels: 17" x 7.5" Black Steel Styled (STD)	0.00 lbs	0.00 lbs	\$0.00

## TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TWD	Tires: LT245/70R17E BSW AS (STD)	0.00 lbs	0.00 lbs	\$0.00

## PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PW7	Bright White Clearcoat	0.00 lbs	0.00 lbs	\$0.00

## SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
V9X9	Black, Cloth 40/20/40 Bench Seat	0.00 lbs	0.00 lbs	\$0.00

## GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z7G	GVWR: 11,040 lbs	0.00 lbs	0.00 lbs	Inc.

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Data Version: 27483. Data Updated: Jan 12, 2026 6:45:00 PM PST.



# Young Automotive Group

Aaron Huffaker | 801-647-2809 | aaron.huffaker@youngcommercial.com

Vehicle: [Fleet] 2026 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (  Complete )

## ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A7B	Tradesman Level 1 Equipment Group -inc: Convenience Group, Emergency Vehicle Alert System (EVAS), 12" Touchscreen Display, Auto Power-Folding Mirrors, Anti-Spin Differential Rear Axle, Mirror Running Lights, Exterior 115V AC Outlet, Alexa Built-In, Power-Adjustable Convex Aux Mirrors, Forward & Reverse Utility Lights, Disassociated Touchscreen Display, 115V Auxiliary Front Power Outlet, Rear View Auto Dim Mirror, Rear Power Sliding Window, Tinted Acoustic Windshield Glass, GPS Navigation, Exterior Mirrors w/Heating Element, MOPAR Black Tubular Side Steps, SiriusXM w/360L, Connected Travel & Traffic Services, Carpet Floor Covering, Off-Road Info Pages, Trailer Tow Pages, 400W Inverter, HD Radio, Power Heated Folding Telescope Mirrors, Radio: Uconnect 5 Nav w/12.0" Display, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Air Conditioning ATC w/Dual Zone Control, Power Adjust Mirrors, Power Telescoping Mirrors, Front & Rear Floor Mats, ParkSense Front/Rear Park Assist System	0.00 lbs	0.00 lbs	Inc.
AGS	Commercial Features Package -inc: ParkSense Front/Rear Park Assist System	0.00 lbs	0.00 lbs	\$0.00

## ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AHU	5th Wheel/Gooseneck Towing Prep Group	0.00 lbs	0.00 lbs	\$645.00
XEF	Transfer Case Skid Plate Shield	0.00 lbs	0.00 lbs	\$95.00

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
LNC	Clearance Lamps	0.00 lbs	0.00 lbs	\$180.00
MRU	MOPAR Black Tubular Side Steps	0.00 lbs	0.00 lbs	Inc.

## ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UBQ	Radio: Uconnect 5 Nav w/12.0" Display	0.00 lbs	0.00 lbs	Inc.

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# Young Automotive Group

Aaron Huffaker | 801-647-2809 | aaron.huffaker@youngcommercial.com

Vehicle: [Fleet] 2026 Ram 2500 (DJ7L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
CK9	Delete Carpet	0.00 lbs	0.00 lbs	\$0.00
CLF	MOPAR Front & Rear Rubber Floor Mats	0.00 lbs	0.00 lbs	\$235.00
LHL	I/P Mounted Auxiliary Switches -inc: Dash Pass Thru Wire Circuits	0.00 lbs	0.00 lbs	\$245.00
<b>Options Total</b>		<b>920.00 lbs</b>	<b>143.00 lbs</b>	<b>\$16,790.00</b>

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Data Version: 27483. Data Updated: Jan 12, 2026 6:45:00 PM PST.



## Order Details - Order #FVKVVR

Displayed: 1/9/26 at 04:20:10 PM EST  
Printed By: Mageras, Mike R

### BAC Information

Contact Name	Contact Phone	Stock No.
DAN	MOR	

### Model/Order Information

Configuration Description	VIN	MSRP W/DFC
MORGAN		\$69,965.00
Model Year	Request ID	
2026	FVKVVR	
Division		
GMC		
Distribution Entity		
FLT		
Order Type		
FNR - Fleet Commercial		
Allocation Group		
GHDCRW		
Model		
TK20743 - 2500HD Sierra: Crew Cab Standard Box, 4WD		
TPW		
Requested TPW		
1/12/26		

### Vehicle Specifications

PEG	Trim	Transmission
1SA - PRO	H0U - 3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim	MGM - 10-Speed Automatic
Color	Engine	Emissions
GAZ - Summit White	L5P - Engine: 6.6L V8 DuraMax Diesel, Turbo	FE9 - Federal Emissions

### Ordered Options

<b>1SA</b>	PRO	<b>MGM</b>	10-Speed Automatic
<b>A2X</b>	Power Seat Adjuster (Driver's Side)	<b>NQH</b>	Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial
<b>AKO</b>	Deep Tinted Glass	<b>PCI</b>	Convenience Package
<b>AU3</b>	Power Door Locks	<b>PDI</b>	GMC Pro Safety
<b>AZ3</b>	Seats: Front 40/20/40 Split-Bench, Full Feature	<b>PQA</b>	1SA Pro Safety Plus Package
<b>B30</b>	Floor Covering: Carpet, Color Keyed	<b>PYN</b>	Wheels: 17" Steel, Painted
<b>BHP</b>	Diesel Engine Winter Cover	<b>QK1</b>	Standard Tailgate
<b>C49</b>	Defogger, Rear Window Electric	<b>QT5</b>	Tailgate Function--Manual w/ Assist, Pwr Release

<b>CGN</b>	Bed Liner, Spray-on, Black Textured Polyurea	<b>QXT</b>	Tires: LT265/70 R17 All Terrain, Blackwall
<b>DWI</b>	Mirrors, O/S: Pwr Fold.,Man. Ext., Heat, Turn Indicator	<b>TQ5</b>	Headlamps, Intellibeam
<b>E63</b>	Body: Pick-Up Bed	<b>U2K</b>	SiriusXM Satellite Radio (subscription)
<b>FE9</b>	Federal Emissions	<b>UBI</b>	2-USBs, Second Row Charge/Data Ports
<b>G80</b>	Auto Locking Differential, Rear	<b>UD5</b>	Parking Assist, Front & Rear Sensors
<b>GAZ</b>	Summit White	<b>UE1</b>	OnStar Communication System
<b>GU6</b>	Rear Axle: 3.42 Ratio	<b>UE4</b>	Following Distance Indicator
<b>H0U</b>	3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim	<b>UEU</b>	Sensor, Forward Collision Alert
<b>IOR</b>	GMC Infotainment System	<b>UF2</b>	Lighting, Cargo Box, LED
<b>JGK</b>	GVW Rating 11,150 Lbs	<b>UHY</b>	Automatic Emergency Braking
<b>JL1</b>	Integrated Trailer Brake Controller	<b>UVB</b>	Rear Vision Camera, HD
<b>K05</b>	Engine Block Heater	<b>V46</b>	Bumper, Front, Chrome
<b>K34</b>	Cruise Control	<b>V76</b>	Recovery Hooks
<b>K40</b>	Diesel Engine Exhaust Brake	<b>VJH</b>	Bumper, Rear, Chrome Step
<b>K47</b>	Heavy Duty Air Filter	<b>VK3</b>	Front License Plate Mounting Provisions
<b>KI4</b>	120 Volt Electrical Receptacle, In Cab	<b>VQ1</b>	Fleet Dealer Assistance, Holdback
<b>KW5</b>	Alternator, 220 AMP	<b>Z82</b>	Trailer Package
<b>L5P</b>	Engine: 6.6L V8 DuraMax Diesel, Turbo	<b>ZXT</b>	Tire, Spare: LT265/70 R17 Blackwall

## Customer Information

<b>Business Name</b>	MORGAN COUNTY	<b>Daytime Phone</b>	8018211475	<b>Zip/Postal Code</b>	84050
<b>Customer Type</b>	Business	<b>Address</b>		<b>Province/State/Territory</b>	
<b>Email</b>		<b>City</b>		<b>Country</b>	US

## Fleet Information

<b>Primary FAN</b>	906665	<b>End-User FAN</b>		<b>PO #</b>	
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## Event History

Event Code	Event Description	Effective Date	Timestamp	End Date	System	User ID
0500	Stored Configuration Accepted	01/09/2026	01/09/2026 04:19:43.878 PM		NAOWB	mmageras1
0501	Stored Configuration Added	01/09/2026	01/09/2026 04:19:43.878 PM		NAOWB	mmageras1

## Change History

Effective Date	Timestamp	Data Element	Before Value	After Value	User ID
No data found.					

# PROJECT ESTIMATE

## Morgan County, Utah Enterprise GIS Implementation

Date: January 13, 2026

Client: Morgan County, 48 W Young St, Morgan, UT 84050, USA

### PROJECT DESCRIPTION

The Client is seeking assistance with a new, on-premise Enterprise GIS implementation to support both current and future needs.

PWA will complete a system architecture assessment and implementation that includes the following:

1. System design call w/ GIS, IT and other stakeholders as necessary
2. A system design diagram with proposed server, software and security recommendations
  - a. IT and GIS will understand the different pieces of the Enterprise and how they fit together to support the Client's GIS
3. Recommendations and best practices for the management of the Enterprise GIS
4. An overview of common IT and GIS tasks as it relates to managing the Enterprise GIS
5. Implement recommended system design
6. Provide training and support

An ArcGIS Enterprise Base Deployment is defined as an environment that has the following software installed:

- 1 ArcGIS Server
- 1 Portal for ArcGIS
- 1 ArcGIS Data Store
- 2 ArcGIS Web Adaptor (IIS) instances
- 1 ArcGIS Enterprise geodatabase.
- ArcGIS License Manager – optional
- ArcGIS Pro – optional

*\*The final version of ArcGIS Enterprise will be discussed at kickoff. The final version will not impact the price.*

## PROJECT MANAGEMENT

**Pro-West & Associates Project Manager:** Name: Lauree Aulik  
 Phone: 612-488-0224 ext 6875  
 Email: laureea@prowestgis.com

**Client Project Manager (PM):** Name: TBD  
 Phone:  
 Email:

**Invoice Contact** Name: TBD  
*(if different from Client PM)* Address:  
 Email:

**Project Schedule:** TBD. A typical implementation is 4-6 weeks.

## CLIENT RESPONSIBILITIES

\*Some responsibilities may change based on final system design.

### Software Setup

1. Provide documentation on any processes or locations relevant to the software setup, e.g. locations for SQL Server backups, user account naming conventions, etc.
2. Setup servers for the following (PWA will provide specs during our design calls)
  - a. Internal SQL Server
  - b. Internal ArcGIS Server
  - c. Internal Portal Server
  - d. Internal Data Store Server
  - e. Web Server
3. Install SQL Server Standard software on the Internal SQL Server
  - a. Enable Mixed Mode Authentication
4. Client will have an instance of IIS 8+ set up for installation of the Web Adaptor software on the web server
5. Client will provide PWA a domain account (DOMAIN\username) that is a member of the Remote Desktop Users Group and a member of the Local Administrators group on each of the servers listed in step 1 for software installation and remote access
  - a. Remote access is required to facilitate this scope of work
6. Client will have a domain service account (DOMAIN\username) provisioned that will be used as the service identity for running the Portal for ArcGIS and ArcGIS Server software. The service account should be set to never have its password expire.
7. Download the following software from the my esri site and put on the internal portal server. Client will provide PWA location of the file
  - a. Portal for ArcGIS 11.5

8. Download the following software from the my esri site and put on the internal ArcGIS Server. Client will provide PWA location of the file
  - a. ArcGIS Server 11.5
  - b. ArcGIS Pro 3.1
9. Download the following software from the my esri site and put on the internal data store server. Client will provide PWA location of the file
  - a. ArcGIS Data Store 11.5
10. Download the following software from the my esri site and put on the web server. Client will provide PWA location of the file
  - a. Web Adaptor (IIS) 11.5
11. Generate a license provisioning file for the Portal for ArcGIS 11.5 Software from the My Esri licensing site and put on the internal Portal server. Client will provide PWA location of that file.
12. Generate a license provisioning file for the ArcGIS Server Standard Enterprise 11.5 Software from the My Esri licensing site and put on the internal ArcGIS server. Client will provide PWA location of that file.
13. IT will have a valid, Fully Qualified Domain Name (FQDN) configured for the following servers that are accessible from other systems on the client's internal network.
  - a. ArcGIS Server
  - b. Portal Server
  - c. Data Store Server
14. IT will have a valid, non-self-signed SSL certificate, along with any intermediate and root certificates, available for the hostname of the server provisioned for the Portal installation.
  - a. The certificate needs to be in PKCS#12 format with a PFX file extension, be signed with an RSA key, use a strong signing algorithm such as SHA-256, and have the FQDN of the target host in both the Common Name and Subject Alternate Name (SAN) fields. Wildcard certificates are acceptable.
  - b. When importing the certificate into Portal for ArcGIS, an IT staff member needs to be available to put in the passphrase when requested
15. IT will have a valid, non-self-signed SSL certificate, along with any intermediate and root certificates, available for the hostname of the ArcGIS for Server installation
  - a. The certificate needs to be in PKCS#12 format with a PFX file extension, be signed with an RSA key, use a strong signing algorithm such as SHA-256, and have the FQDN of the target host in both the Common Name and Subject Alternate Name (SAN) fields. Wildcard certificates are acceptable.
  - b. When importing the certificate into ArcGIS for Server, an IT staff member needs to be available to put in the passphrase when requested
16. IT will have a valid, non-self-signed SSL certificate, along with any intermediate and root certificates, available for the hostname of the server provisioned for the Data Store installation.
  - a. The certificate needs to be in PKCS#12 format with a PFX file extension, be signed with an RSA key, use a strong signing algorithm such as SHA-256, and have the FQDN of the target host in both the Common Name and Subject Alternate Name (SAN) fields. Wildcard certificates are acceptable.
  - b. When importing the certificate into Portal for ArcGIS, an IT staff member needs to be available to put in the passphrase when requested
17. IT will ensure that staff can access the IIS server over port 443 using the hostname assigned to the web server determined by IT.
18. Client will acquire a public SSL certificate for the web server and install on the IIS site if the web server is to be publicly accessible

19. IT will ensure that there are no certificate errors or warnings when accessing the IIS server on the web server via the HTTPS protocol using the client's supported web browsers.
20. IT will be available to respond to unanticipated technical issues while PWA is installing the software.
21. Provide PWA an ArcGIS Online Account that is a Standard Professional (access to License ArcGIS Pro Standard)
22. Participate in meetings and conference calls, as needed
  - a. Ensure the staff executing IT responsibilities participate in appropriate IT calls
23. Provide PWA remote connection information to each of the servers in Step 1
  - a. If VPN is required or any other items that PWA needs to be aware of for connecting to the servers, client will provide PWA that information.
  - b. Remote access is required to facilitate this scope of work
  - c. Pro-West uses Beyond Trust for remote connection, however, the Client may use its own remote access process. Remote access protocol must be determined prior to starting the project.

### **Enterprise Geodatabase Setup**

1. Create an Account within the SQL Server software that is a member of the sysadmin role for PWA to create the enterprise geodatabase and setup users and roles for the enterprise geodatabase
2. Supply list of all domain users that would need access to the enterprise geodatabase. PWA will assist in making this determination.
3. Provide name for the enterprise geodatabase

### **Automated Geodatabase Maintenance routine**

\*nightly process to remove excess add/delete records. A common maintenance task that can affect performance if not completed.

1. Provide PWA list of users to receive emails on completion of the task
2. Provide PWA the SMTP address to be used to send emails to internal staff on completion of the project

### **Remote Connection**

Pro-West uses Beyond Trust to facilitate remote connections. Team members connect to a session with a custom session key and portable installer and maintain temporary access needed for the duration of the project (minutes to days). When the project is complete, or the connection is no longer needed, PWA team members close the tool and it removes itself from the system – The session key is then no longer valid and if additional work is needed, team members will be provided a new key for a new connection.

Optionally, we can maintain access after the initial project is complete, with authorization from the client.

If the Client has other protocols for remote access, it will be discussed during the design meeting.

**\*If assistance is needed with client responsibilities, additional costs may apply**

## DELIVERABLES

### ArcGIS Enterprise/ArcGIS Online Design Meeting

Pro-West will host a 2-3-hour call between Client staff, IT and Pro-West's system architecture design staff with the goal of understanding the current state of the Client's systems as they relate to this project

- Review deliverables and schedule
  - o Define performance metrics for project success
- Review core needs for future solutions, including mobile
- Review current infrastructure and software pain points
- Confirm antivirus use
- Discuss current or future mobile needs with Field Maps and Survey123
  - o Connected vs. disconnected editing
  - o GPS
  - o Mobile devices
  - o External Service Accessibility
    - Security
    - VPN
    - Reverse proxies
    - Other
- Discuss current and future system integration needs
  - o Tax, CAMA, document imaging, photos, PDFs, and others as needed
  - o External websites and/or data sharing with the Client
- Discuss existing enterprise geodatabase setup and needs
  - o Current database management practices
  - o Proposed Schema modifications
- Discuss ArcGIS Online purpose and use
- Review Pro-West standard server diagrams that include best practices for implementing an enterprise GIS and server specifications
  - o Define architectural approach to achieve metrics, e.g. multi-machine ArcGIS Server sites, network load balancing, etc.
- At the end of the call, Pro-West will recap the needs identified and review timeline for sending a proposed server diagram and recommendations documentation.

### Recommendations Document

Pro-West will provide a recommendations document and server diagram for a complete Esri enterprise GIS setup for the Client. This document will include:

- a. Proposed server diagram (with detailed descriptions of servers and software)
- b. If applicable, additional documentation to further clarify proposed recommendations

Once document is delivered, Client will have three weeks to review document and provide feedback.

## Proposed System Architecture Design Call

The goals of this call will be as follows:

- Review proposed architecture diagram, specifications, and recommendations
  - o Servers, connections, ports, where software should be installed; specifications
- Upon completion of the Enterprise design, PWA will provide a detailed implementation plan and schedule
- 1-3 calls may be required to finalize the design and implementation plan.

## Software Setup

### **Client Responsibilities and Software Installation Review Meeting**

1. PWA will host a call with client to review and finalize system architecture and review the client responsibilities and software installation steps.
2. **Documentation:** PWA will provide an Enterprise implementation spreadsheet outlining tasks and order they need to be completed to facilitate the software installation. **All Client tasks in the Enterprise Implementation excel document need to be completed before the scheduled software install date. If Client tasks are not completed, the install date will be rescheduled.**

### **Software Installation**

1. Install Portal for ArcGIS 11.5 on Portal Server
2. Setup Portal software with proper certificate
  - a. During this step, IT may be needed
3. Install Web Adaptor (IIS) 11.5 on the web server and configure for portal use
4. Install ArcGIS Server 11.5 on the ArcGIS Server
5. Setup ArcGIS Server software with proper certificate
  - a. During this step, IT will be needed
6. Install Web Adaptor (IIS) 11.5 on the web server and configure for ArcGIS Server use
7. Install Data Store 11.5 on the ArcGIS Server
8. Configure Data Store 11.5.
9. Setup Data Store software with proper certificate
  - a. During this step, IT will be needed
10. Install ArcGIS Pro 3.5.x on the ArcGIS Server
11. Integrate the Portal Software with the client's active directory
12. Federate the Portal Software with the ArcGIS Server software.
13. Apply patches for the following software
  - a. ArcGIS Server
  - b. Portal for ArcGIS
  - c. ArcGIS Data Store
  - d. Web Adaptor (IIS)

### Enterprise Geodatabase Creation

1. Create Enterprise Geodatabase
2. Create task to backup enterprise geodatabase on a nightly basis
3. Import existing core GIS data into the geodatabase, including the parcel fabric
  - a. Client must provide a consolidated set of core data for migration.
    - i. **NOTE: PWA will import the consolidated set of data one time.**

## Documentation

PWA will provide the client a System Overview & Installation document that will contain the following information such as:

- a. For each server
  - i. Software Installed
  - ii. All account information that was setup as a part of the software installation
  - iii. URLs for accessing software
  - iv. Information on when software or certificates are set to expire
  - v. Any nightly tasks running on that server, location of the folder where the files exist, time tasks runs

## Training

### *Software Overview*

1. 2 hours, remote
2. GIS and IT staff should be present
3. Documentation Review
  - a. PWA will walk through the installation document and provide knowledge transfer on what was installed, common maintenance tasks and troubleshooting.
4. Certification generation review (if PWA generated the certificates from the internal CA)
5. Portal for ArcGIS
  - a. Settings Section review
  - b. Active Directory Integration setup
  - c. Add Users and Groups
  - d. Hosted Data review
  - e. How to check for and update software (Check for ArcGIS Enterprise Updates software)
6. ArcGIS Server
  - a. Software overview
  - b. How to check for and update software (Check for ArcGIS Enterprise Updates software)
7. Data Store
  - a. Software overview
  - b. How to check for and update software (Check for ArcGIS Enterprise Updates software)

*Map Service Publishing (ArcGIS Pro)*

**Pre-req- Client shall have pro project ready for training**

1. 1hr, remote session
2. GIS staff charged with map publishing should be present
3. Discuss process for:
  - a. Publishing a map service using ArcGIS Pro
  - b. Setting up a data store within ArcGIS Server
  - c. Overwriting web layers, making quick updates
  - d. Stopping map services

*Geodatabase Administration Training*

1. 2hrs, remote session
2. GIS Staff and/or staff charged with administering the geodatabase should be in attendance

Topics

1. Add Users
2. Create Roles
3. Creating Feature Datasets
4. Loading Data
5. Permissions
6. Versioning/Archiving
7. Adding Global-ids
8. Adding Editor Tracking
9. Geodatabase Maintenance Items
  - a. Database Backup
  - b. Compress
  - c. Index Rebuild
  - d. Analyze Datasets

**\*NOTE:**

- All training occurs after the installation has been completed
- PWA is not providing training on installing or upgrading software

## Automated Geodatabase Maintenance Routine

**Task Creation and Setup**

1. Setup process on the internal ArcGIS server that will perform the following operations on your enterprise geodatabase.
  - a. Compress
  - b. Index Rebuild
  - c. Data Set Analysis
2. Test execute the process to verify email is getting sent correctly
3. Create task via task scheduler on the internal ArcGIS Server to execute the process

## Repoint ArcGIS Pro Parcel Project and Update Nightly Parcel Publishing Script

1. PWA will repoint features in the existing ArcGIS Pro parcel editing project to the new enterprise environment.
  - a. *NOTE: PWA will update the ArcGIS Pro parcel editing project only. Updating other ArcGIS Pro projects will be the responsibility of the Client.*
2. Pro-West will reconfigure the existing Parcel Fabric Publishing script to utilize the new Enterprise environment.

### Items Not Included in this Scope

- Creating ArcGIS Pro projects
- Creating or publishing map services (beyond those published during training)
- Connecting to 3rd party vendors or systems

## PROJECT COMPLETION & POST PROJECT SUPPORT

### Project Completion:

The project will be completed when all training and documentation are completed.

Upon project close, the on-premise system will be managed and maintained by the Client.

### Post Project Support

PWA understands that support requests and/or general support inquiries will occur after the project is completed. We welcome those inquiries and look forward to supporting you in the future! Below are common inquiries related to general support requests.

1. If there are issues with the deliverables or if clarification is needed regarding the deliverables, contact the PWA Project Manager listed in this scope.
2. If the PWA Project Manager is contacted, after the project is completed, you may be invoiced for that call or email. The PM will discuss invoicing needs during the call. If you contact anyone other than the PWA Project Manager, after the project is completed, an invoice will be sent based on current hourly rates.
3. If the Project Manager is contacted after the project is completed, they are not available to respond, and the need is urgent (*ie: the Project Manager is on vacation or is attending a workshop*); contact PWA's main office number for assistance: 320-207-6868 or follow directions listed on the Project Managers out of office reply (if email is used).
  - a. There may be an invoice sent for the support request based on current hourly rates if Technical staff are contacted directly. The PWA Project Manager will follow up when they are available to discuss invoicing.

4. PWA asks that both the PWA Project Manager and the Technical person be copied on emails to ensure prompt service and clarification on needs and any additional fees. If at any time there is a question about an invoice or support need, contact the PWA Project Manager.
5. If there are general questions about any topic related to GIS and/or PWA Services, contact the PWA Project Manager listed in this scope. You may be invoiced for that call or email. The PM will discuss invoicing needs on the call.

## PROJECT RISKS & MITIGATION

1. Stakeholders are not identified at the beginning of the project
  - a. Mitigation: Client and PWA will identify stakeholders at the project kick off. If changes in stakeholders occur, they will be communicated to the stakeholders immediately to eliminate and/or minimize timeline and budget changes.
2. Stakeholders change throughout the project
  - a. Mitigation: Maintain the same project stakeholders throughout the project. If stakeholders do change, it is the client's responsibility to communicate the purpose of the project to the new stakeholder or for PWA to communicate changes to the client. If the project changes due to a change in stakeholders, additional charges may apply and the timeline may be affected.
3. Changes to data migration needs occur after the initial database conversion has been completed (if applicable)
  - a. Mitigation: the client stakeholders should clearly define GIS data to be loaded into the geodatabase at the beginning of the project.
4. Contractor, Client or other third party delays
  - a. Mitigation: maintain communication to ensure all parties are aware of any scheduling delays regarding tasks that need to be completed.
5. IT is unfamiliar with SSL Certificates
  - a. Mitigation: discuss SSL certificates during the design call and ensure that all stakeholders understand what they are and how they are used in the system design and implementation.
6. Feedback. Various tasks will be completed throughout the project. It is the responsibility of project stakeholders to ensure that feedback is provided per the timelines agreed upon.
  - a. Mitigation: communicate feedback/task delays to project stakeholders immediately. Project budget and/or timelines may be affected by delays
7. Remote access is not granted.
  - a. Mitigation: If remote access is not granted, there will be a change in timeline and budget, which will be communicated prior to starting work.
8. PWA receives requests to shadow PWA staff during the software install or upgrade process.
  - a. Mitigation: Client shall disclose this desire during the project kick off call. Additional costs will be applied to provide additional training during the install/upgrade process.

**COST ESTIMATE**

**Services: \$14,155.37**

**Invoicing Schedule:** PWA will invoice monthly based on percent of project completed.

If the scope, objectives, or timeline change significantly before the project is completed, we will agree to discuss any necessary modifications to our agreed-upon fee or to the scope, objectives, or timeline of the project.

*\* Payment is due within 45 days of an invoice date. If payments are not received within 45 days of the invoice date, a late fee of 1.5% of the invoice amount will be charged for each 45 day cycle that the payment is late.*

*\*\* 3% convenience fee will be added for payment by credit card*

**To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.**

**CLIENT**

Acceptance Signature:

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

**Pro-West & Associates**

Signature:

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

*Estimate valid for 90 days*



# Licensed Surveyor Position Budget Overview

## Position Budget Summary

<u>Category</u>	<u>Cost</u>
Salary	\$100,000
Benefits	\$49,200
Vehicle	\$29,000
Vehicle Fleet Cost	\$3,000
Travel & Training	\$4,000
Software ( <i>possible overlap with current licenses</i> )	\$4,000
Surveying Equipment	\$30,000
Starting Technology ( <i>computer, email, etc.</i> )	\$2,500
Basic Equipment ( <i>shovels, desk, chair, etc.</i> )	\$2,500
<b>Total Cost</b>	<b>\$224,000</b>

## Cost Breakdown

- **One-Time Costs:** \$64,000
- **Recurring Costs (without COLA):** \$160,200

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## Context - Current Surveying Expenditures

In FY25, the County paid a **total of \$125,000** in invoices for contracted surveying work. This ongoing cost highlights the operational need and potential long-term savings associated with establishing an in-house Licensed Surveyor position.

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## Implementation Options

### **Option 1 - FY26 Equipment Purchase**

If the Licensed Surveyor position is approved, the County may proceed with purchasing the additional equipment during **FY26**, allowing the surveyor to begin work with all necessary tools immediately upon hire.

### **Option 2 - Staggered Implementation (FY26-FY27)**

If the position is approved mid-year—as is likely given hiring timelines—the County may focus on filling the position during **FY26**. Under this option, the additional equipment purchases would be deferred and budgeted for **FY27**, aligning costs with the actual onboarding timeline and reducing immediate fiscal impact.



# LICENSED SURVEYOR JOB DESCRIPTION

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## OVERVIEW:

Under general supervision of the Morgan County Recorder, and following state statutes for performance of surveying work, performs the duties of a licensed land surveyor as pertaining to this office, including technical work, project management, and administrative duties. This position requires licensure in the state of Utah as a Professional Land Surveyor and the ability to properly and accurately identify, manage, and complete any task required to satisfy statutory requirements, county ordinances, or other duties and obligations of the Morgan County Recorder, with little to no supervision or direction. Duties are to be completed following accepted and expected standards of practice governing the surveying profession as a whole and the policies of this department.

## YOUR RESPONSIBILITIES:

(Any one position may not include all of the duties listed, nor do the listed examples include all duties which may be found in positions of this class.)

Identify and manage any tasks necessary to aid the Office of County Recorder/Surveyor to meet statutory requirements, county ordinances, or other duties and obligations of the office. Ensure that execution of all tasks within the department meet expectations for accuracy, time-frame, county standards, safety and organization for both field work and office work. Ensure that all finished tasks are complete and correct. Maintain an organized, accurate, and detailed record of work performed and tasks completed to be filed per county standards.

Manage Monument Inventory, Preservation and Restoration as assigned: Manage all efforts necessary to restore lost, destroyed or jeopardized survey monuments. Ensure that all aspects of assignment are carried out properly with complete documentation of all restored monuments.

Manage Plat Review efforts as assigned: Ensure that plats approved by this office meet state and county requirements and are recordable.

Manage Maintenance and Inventory of County Equipment: Oversee inventory of surveying equipment, materials and supplies and determine survey equipment needs. Ensure that equipment is properly handled and maintained to ensure accurate and proper operation of the equipment.

Customer Service: Receive, direct, and/or resolve requests, comments, or payments from front desk, e-mail or phone.

Communication: Effectively communicate with project managers, engineers, architects, inspectors, land owners, contractors and land developers on survey matters, as directed or required by the project or as directed by the supervisor. Consult with and respond to questions of the public, as related to this department and land survey issues in a manner consistent with department policy.

Be reliable, productive, and maintain a positive attitude. Be willing to aid in any task required of the office.

### **ABOUT YOU:**

**Education:** Associate's or Bachelor's Degree in surveying or geomatics, satisfying the education requirement for licensure in Utah.

**Experience:** Sufficient to satisfy licensing experience requirement.

**Preferred:** At least 5 years of surveying experience, as a licensed land surveyor in responsible charge of office and field procedures relating to the surveying profession.

**Licensing:** An active Utah Land Surveyor's License OR an equivalent combination of education, experience, certification or licensing may be substituted for any or all of the requirements above as approved by the department head.

**Knowledge:** Relevant laws of Land Surveying as would be expected of a licensed land surveyor, important physical evidence as it relates to land boundaries and the Public Land Surveying System, laws of boundaries and the Public Land Survey System, subdivision development laws ordinances and policies, computers, computer software and survey instrumentation, mathematics, the BLM Manual of Surveying Instructions, Geographic Information Systems (GIS), Global Positioning Systems (GPS), and any relevant knowledge expected of a Professional Land Surveyor.

**Abilities:** Perform duties and responsibilities of a Licensed Professional Land Surveyor as they relate to this Office, correctly evaluate evidences to retrace and replace PLSS monuments and provide detailed records of findings and determinations, retrace political boundaries, complete projects and duties in a timely and efficient manner, draft with AutoCAD Civil 3D, create editable pdf forms, manipulate GIS maps, establish and maintain horizontal and vertical control networks, correctly research complete chain of title, manage multiple survey crews remotely, provide and receive correction, aid in any task required of the office when needed, establish productive relationships and effectively work with supervisors, co-workers, other County departments, project managers, contractors, and the public to beneficially contribute to the efficient operation of the office.

### **YOUR SPECIAL QUALIFICATIONS:**

Must possess an active Utah Professional Land Surveyor license.

Must possess a valid Utah driver's license and have a good driving record.

Must possess a thorough understanding of proper operation of GPS and Total Station equipment.

The ability to efficiently operate the office vehicles in order to tow trailers and transport equipment typically utilized by the office.

Must be available for work 24 hours a day, seven days a week, if required.

A State recognized All-Terrain Vehicle (ATV) certification or the ability to obtain one.

The ability to see with or without corrective lenses so that precise and accurate use of surveying instrumentation is required.

## **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee is expected to be able and willing to perform the assigned duties, projects, and tasks necessary to accomplish the work and projects as assigned, including but is not limited to repeated sitting, standing, walking, wading, hiking, carrying, lifting, packing, bending, climbing, scaling, jumping, running, throwing, grasping, reaching, pushing, pulling, balancing, writing, and typing, including the proper manipulation of tools of the profession.

## **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee will experience field and office conditions relating to the profession of surveying and the responsibilities of the County Surveyor's Office. These conditions include regularly working in adverse weather conditions and an office environment. The employee frequently works near moving mechanical parts that may be related or not related to the profession of surveying. The employee is frequently exposed to wet and/or humid conditions, heat and cold, and traffic hazards. The employee works in or around high, precarious places, mountainous terrain as well as valley locations. Weber County is the primary area of work but the work may not be limited to the county. The County is a diverse environment and as such the employee will be exposed to and routinely work in environments relating to offices, farms, rural settings, urban settings, swamps, sloughs, wet lands, lakes, rivers, streams, flats, plains, meadows, forests, hills, mountains, steep and rocky terrain, and may be exposed to fumes or airborne particles, pollens, insects, snakes, mammals endogenous to the area both domestic and wild. The use of electronic equipment, projects which are near or around power lines, and electrical storms may pose the risk of electrical shock. Much of this work is performed on or near mountain or forest roads, local and county roads, state highways, interstate highways, railroads, airports, rivers, streams, cliffs and ledges as well as other indoor and outdoor conditions.

The noise level in the work environment ranges from quiet to loud. The employee is expected to use tools for constructing monuments or other survey work such as jack hammers, shovels, digging bars, post hole diggers, frost pins, hammers and other excavating tools in ground conditions that range from soft to hard, sand to asphalt. Intermittent exposure to stress as a result of human behavior or the natural environment may occur.

## MORGAN COUNTY COMMISSION MEETING AGENDA

Discussion and decision on creating a Full-Time Surveyor position within the Morgan County Recorder's office for the budget year of 2026.

Shawn Rose Morgan County Recorder followed up on prior discussions about the significant surveyor workload in Morgan County, particularly related to PLSS section corners and subdivision plat reviews and formally requested approval to create an in-house county surveyor position. Based on comparisons with other counties, the proposed salary range was identified as \$85,000 to \$100,000 annually, with a recommendation to start closer to \$100,000 to attract a qualified, licensed surveyor, given that private surveyors typically take a pay cut to work in government.

Historical cost data was presented showing that since 2015 the county has spent approximately \$414,500 on PLSS-related work and about \$506,600 on subdivision reviews, totaling over \$1 million in ten years. Shawn Rose Recorder noted that despite this spending, the county has little lasting PLSS progress to show for it. An in-house surveyor was described to improve turnaround times, allow direct collaboration with staff, and reduce delays associated with contracted reviews.

Commissioners discussed logistics including benefits, office space, and equipment needs. It was acknowledged that benefits would be in addition to salary and that office space would need to be worked out. Questions were raised about startup costs such as computers, furniture, surveying equipment, vehicles, and software, and staff emphasized the importance of fully identifying these costs upfront based on lessons learned from prior hires.

There was discussion about whether to post the position first and set a salary range rather than a fixed amount, with suggestions to consider a range such as \$75,000 to \$100,000 depending on certification and experience. Clarification was if Surveyor I and II positions are not licensed and work under a licensed surveyor, while a Surveyor III is certified and licensed. Comparisons were made to other counties' pay levels, and the value of county benefits was noted as an important factor in recruitment.

The commission generally expressed support for moving forward and agreed to task staff further with developing the proposal, including a detailed budget and equipment breakdown, to bring back at a future meeting for formal consideration.

**Commissioner Newton moved to determine official and total budget for the potential of hiring a full time Surveyor Position within Morgan County Recorder's Office.**

**Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

<b>Title</b>	<b>Entity</b>	<b>Wages</b>	<b>Benefits</b>	<b>Total</b>
County Surveyor	Salt Lake County	\$ 191,202.10	\$ 54,817.37	\$ 246,019.47
Chief Deputy Surveyor's Office	Salt Lake County	\$ 178,816.84	\$ 62,110.27	\$ 240,927.11
County Surveyor	Utah County	\$ 156,525.20	\$ 68,301.29	\$ 224,826.49
Davis County Surveyor	Davis County	\$ 142,734.67	\$ 60,242.97	\$ 202,977.64
Chief Deputy - County Surveyor	Utah County	\$ 128,173.90	\$ 60,089.32	\$ 188,263.22
Surveyor	Wasatch County	\$ 123,812.00	\$ 42,627.68	\$ 166,439.68
Division Director Surveyor/Recorder	Weber County	\$ 123,297.27	\$ 58,047.15	\$ 181,344.42
Chief Deputy Surveyor/Recorder	Weber County	\$ 122,742.87	\$ 56,178.72	\$ 178,921.59
Surveyor's Field Oper Mgr	Salt Lake County	\$ 114,907.37	\$ 45,320.11	\$ 160,227.48
Field Director - Surveyor	Utah County	\$ 112,598.70	\$ 52,473.67	\$ 165,072.37
Senior Field Surveyor	Tooele County	\$ 111,250.46	\$ 51,107.95	\$ 162,358.41
Surveyor's Office Oper Mgr	Salt Lake County	\$ 99,522.81	\$ 39,872.72	\$ 139,395.53
Surveyor Operations Manager	Davis County	\$ 95,758.43	\$ -	\$ 95,758.43
Surveyor Iii	Weber County	\$ 95,408.80	\$ 47,842.76	\$ 143,251.56
Surveyor	San Juan County	\$ 88,815.71	\$ 49,228.31	\$ 138,044.02
Field Surveyor	Davis County	\$ 84,230.55	\$ 31,895.55	\$ 116,126.10
Surveyor Ii	Weber County	\$ 79,396.05	\$ 41,787.99	\$ 121,184.04
Surveyor Asst Field Ops Mgr	Salt Lake County	\$ 75,115.79	\$ 33,684.26	\$ 108,800.05
Recorder/Surveyor	Garfield County	\$ 73,216.00	\$ 43,676.62	\$ 116,892.62
Surveyor Ii	Weber County	\$ 71,655.22	\$ 42,333.22	\$ 113,988.44
Surveyor Ii	Weber County	\$ 69,716.81	\$ 21,512.81	\$ 91,229.62
Surveyor I	Weber County	\$ 63,628.80	\$ 41,332.41	\$ 104,961.21
Surveyor I	Weber County	\$ 61,429.60	\$ 36,235.38	\$ 97,664.98
Surveyor I	Weber County	\$ 61,429.60	\$ 24,896.45	\$ 86,326.05
Mapping Specialist - Surveyor	Utah County	\$ 60,671.50	\$ 25,384.21	\$ 86,055.71
Surveyor I	Weber County	\$ 58,695.40	\$ 36,586.14	\$ 95,281.54
County Surveyor	Grand County	\$ 43,997.20	\$ 39,732.71	\$ 83,729.91
Chief Deputy Surveyor	San Juan County	\$ 43,748.18	\$ 35,856.54	\$ 79,604.72
		Total Avg	\$ 97,589.21	
			\$ 38,520.38	
		4/5 class count	\$ 84,132.40	

<b>Budget</b>	<b>~ Amount</b>
Salary	100,000
Benefits	49,200
Vehicle	29,000
Vehicle Fleet Cost	3,000
Phone Stipend	360
Travel & Training	4,000
Software	4,000 *
Surveying Equipment	30,000
Starting Tech (Computer, email, etc)	2,500
Basic Equipment (Shovels, Desk, Chair, etc)	2,500
	224,560
one time cost	64,000
Recurring w/o COLA	160,560
* may have some overlap with licenses we already have	

## Surveyor Equipment:

- **Basic/Accessories:**
  - Magnetic Locators: \$800 - \$1,400.
  - Tripods, Rods, Targets: \$40 - \$500+.
- **Total Stations (Conventional & Robotic):**
  - Entry-Level/Used: \$1,000 - \$4,000 (e.g., GeoMax, older models).
  - Mid-Range: \$8,000 - \$20,000 (e.g., GeoMax Zoom series, Nikon).
  - High-End/Robotic: \$20,000 - \$30,000+ (e.g., Trimble, Leica).
- **GNSS/GPS Receivers (RTK):**
  - Budget/Entry (Emlid): ~\$2,200+ (per unit).
  - Mainstream (Trimble, Topcon): \$12,000 - \$35,000+ for a base/rover kit.
- **Data Collectors:**
  - Basic/Used: ~\$1,800+ (e.g., Spectra Nomad).
  - High-End (Trimble TSC7): \$8,000+.



# Purchasing Card Policy

Effective: October 5, 2021

## Purchasing Card Procedures

By requesting a County Purchasing Card, each applicant acknowledges that they have read and understand the County's Purchasing Card Policy and Procedures, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

### 1.1- To Obtain a Card:

Complete a County Purchasing Card Acceptance Agreement (Appendix A). All requests will be processed through the County Clerk/Auditor with final approval by the County Commission. The cardholder's signature on the Acceptance Agreement (Appendix A) indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Purchasing card Policy and Procedures.

Upon receipt of an approved purchasing card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The purchasing card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. **The cardholder is the only person entitled to use the card issued.** Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

1.2 – Card Holder Responsibilities: It is the responsibility of the cardholder to:

- Read and understand the County Purchasing Card Policies and Procedures
- Sign the County Purchasing card Acceptance Agreement. (See Appendix A)
- Make only authorized purchases as prescribed by the County Purchasing Policy and approved departmental budget
- Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder **and** a Member of the County Commission. (See Appendix B)
- Reconcile the purchasing card statement upon its arrival. All reconciliations, statements, and receipts, with an attached Warrant request for each transaction, are due to the County Clerk/Auditor's Office by the Monday following statement arrival

- Keep the purchasing card and the corresponding account information secure. Immediately report any lost or stolen purchasing card and/or account information to the County Clerk/Auditor
- Report fraudulent charges or any discrepancies in the purchasing card statement in a timely manner to the County Clerk/Auditor

### **1.3 – County Clerk/Auditor Responsibilities**

It is the responsibility of the Clerk/Auditor to:

- Request and oversee the issuance of new cards, through the Clerk/Auditor's Office, and the County Commission. The credit limit will be determined at the discretion of the County Commission
- Inform the County Commission when limit changes or cancellations are needed due to personnel changes
- Payment on Purchasing cards is to be done immediately upon receipt
- Purchasing card reconciliations are to be completed within 15 days of payment due date
- Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with County policies and procedures
- Address the cardholder about questionable transactions for clarification purposes
- Report any misuses of purchasing cards immediately to the County Commission
- Sign the Warrant form for each cardholder after review
- Ensure that the Treasurer's Office receives copies of receipts, if sales tax has been paid, in order for reimbursement from the State of Utah

### **1.4 – Approved Purchasing card Purchases:**

- Business related uses, subscriptions, seminars, dues, books
- Office supplies, furniture
- Small tools (purchase/rental), electrical, safety and building maintenance supplies
- Vehicle maintenance supplies
- Certain allowable travel expenditures:
  - Conference registrations or seminar rooms
  - County sponsored group gatherings
  - Hotel rooms

### **1.5 – Prohibited Purchasing card Purchases:**

The following purchases are strictly prohibited from being purchased by using a County purchasing card:

- Any merchant, product, or service normally considered to be inappropriate use of County funds
- Purchase of items for personal use or consumption
- Purchasing in violation of the County Purchasing Policy
- Capital equipment purchases/repair
- Gift cards/certificates
- Alcohol
- Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.
- Splitting a purchase to remain under purchasing policy limits
- Consultants:
  - Architects
  - Engineers
  - Attorneys and Attorney's fees

- o Medical, including hospital/doctor visits

#### **1.6 – Built-In Restrictions:**

Each card is assigned Monthly and Single-Purchase credit limits. If you find over time that these limits are too low to accommodate your monthly requirements, please contact a member of the County Commission to review the limit given. County has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the County chooses to block a Merchant the card will be declined. Please refer to the Clerk/Auditor regarding issues with a possible blocked card.

#### **1.7 – Reconciliation and Payment:**

The County Purchasing Card Program carries County, not individual, liability. Purchasing card Invoices will be paid by the County Clerk/Auditor as outlined in Section 1.30. The cardholder will not be required to pay the Monthly Statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the purchasing card. If purchases are made via phone, mail, e-mail or other electronic means, ask the supplier to include and itemized receipt with the goods when the product is shipped to you. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the County Clerk/Auditor for review, and approval. The cardholder's activity may be audited at any time.

#### **1.8 – Disputed Transactions:**

Disputes on purchasing cards must be identified in writing to the issuing purchasing card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the County and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to notify immediately the County Clerk/Auditor if there is a possible dispute on an issued purchasing card.

#### **1.9 – Employee Termination:**

Upon cardholder terminating their employment, cardholder will surrender their assigned card to the County Clerk/Auditor. The County Clerk/Auditor will notify the card Issuer and close the account.



## Appendix A

### PURCHASING CARD HOLDER ACCEPTANCE AGREEMENT

The following Purchasing Card Acceptance Agreement must be signed by all authorized employees of County with access to a purchasing card.

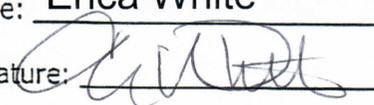
I understand that County has authorized my use of a county purchasing card for authorized County expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

- I will use the card issued to me for the payment of authorized expenses consistent with my county responsibilities and to satisfy the needs of my department and the County
- I will not use the card to obtain cash advances
- I understand that **I am the only authorized card user** and accept the responsibility and accountability for the protection and proper use of the card
- I will not use the card for personal use or for any other non-County purposes
- I understand that all purchases shall be made in accordance with applicable purchasing and purchasing card policy and procedures approved by the County Commission
- I understand that I will be responsible for the timely reconciliation of all purchasing card transactions charged to my assigned card
- I understand that I am responsible to provide appropriate documentation/receipts for purchasing card transactions charged to my assigned card
- I will surrender my assigned card to the County Clerk/Auditor in the event of my separation from the County
- I understand that any charges against my assigned card that are not properly identified or not allowed by the County shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the Member of the County Commission
- I will immediately report any stolen or lost card to the County Clerk/Auditor

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned purchasing card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All County purchasing cards are subject to examination by external and internal auditors.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: Erica White Department: Emergency Management

Signature:  Purchasing card #: \_\_\_\_\_



## County Commission Agenda Request Form

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

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

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

Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

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

commission Meeting Date: 1/20/26 Time Requested: \_\_\_\_\_  
Name: Leslie A Hyde Clerk/Auditor/BOE Phone: (801) 845-4010  
Address: 48 W Young Street Morgan UT 84050  
Email: lhyde@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: \_\_\_\_\_

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Late Filed Request for Review of Locally Assessed Property application from MTGT Capital LLC

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

✓

## LATE FILED APPEAL CHECK LIST

- \_\_\_\_\_ County failed by its act or failure to act, interfered with your right to notice and a hearing
- \_\_\_\_\_ County's records for the property contain a factual error
- \_\_\_\_\_ Medical emergency, a death, or another extraordinary and unanticipated circumstance occurred during the Board of Equalization period and prevented owner and any co-owners from filing an appeal by the filing deadline

### Note:

Failure of the US Postal Service to deliver a correctly addressed tax notice is not cause for the Board of Equalization to accept a late-filed request for review of locally assessed real property, nor does the owner's absence from the state, by itself, constitute an extraordinary and unanticipated circumstance.

### NOTE: THE BOARD OF EQUALIZATION WILL ACCEPT A LATE-FILED REQUEST FOR REVIEW OF LOCALLY ASSESSED REAL PROPERTY IF YOU CAN SHOW THAT THE COUNTY, BY ITS ACT OR FAILURE TO ACT, INTERFERED WITH YOUR RIGHT TO NOTICE AND A HEARING; OR THAT THE COUNTY'S RECORDS FOR THE PROPERTY CONTAIN A FACTUAL ERROR; OR THAT A MEDICAL EMERGENCY, A DEATH, OR ANOTHER EXTRAORDINARY AND UNANTICIPATED CIRCUMSTANCE OCCURRED DURING THE BOARD OF EQUALIZATION PERIOD AND PREVENTED YOU AND ANY CO-OWNERS FROM FILING AN APPEAL BY THE FILING DEADLINE. FAILURE OF THE US POSTAL SERVICE TO DELIVER A CORRECTLY ADDRESSED TAX NOTICE IS NOT CAUSE FOR THE BOARD OF EQUALIZATION TO ACCEPT A LATE FILED REQUEST FOR REVIEW OF LOCALLY ASSESSED REAL PROPERTY, NOR DOES YOUR ABSENCE FROM THE STATE, BY ITSELF, CONSTITUTE AN EXTRAORDINARY AND UNANTICIPATED CIRCUMSTANCE.

The Board of Equalization will accept a late-filed request for review of locally assessed real property if you can show that the county, by its act or failure to act, interfered with your right to notice and a hearing; or that the county's records for the property contain a factual error; or that a medical emergency, a death, or another extraordinary and unanticipated circumstance occurred during the Board of Equalization period and prevented you and any co-owners from filing an appeal by the filing deadline. Failure of the US Postal Service to deliver a correctly addressed tax notice is not cause for the Board of Equalization to accept a late filed request for review of locally assessed real property, nor does your absence from the state, by itself, constitute an extraordinary and unanticipated circumstance.

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## Leslie Hyde

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**From:** Steve Young <[REDACTED]>  
**Sent:** Friday, January 9, 2026 4:56 PM  
**To:** Leslie Hyde  
**Subject:** Parcel 91-9328  
**Attachments:** PT-10A.pdf; POA.pdf; Section 8 updated.pdf

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

Hi Leslie –

Attached are (1) the late appeal you requested, (2) the POA you requested, and (3) the amended page of the lease with the correct lease term dates.

**Steve Young**

Partner, Holland & Hart LLP

[REDACTED]

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

**From:** Leslie Hyde <lhyde@morgancountyutah.gov>  
**Sent:** Monday, January 5, 2026 7:31 AM  
**To:** Steve Young [REDACTED]  
**Subject:** RE: Appeal of BOE Decision for Parcel 90-3178

External Email

Good morning,

My email to you on December 11, 2025 explained that you are required to submit a Late Appeal Application in order to begin the appeal process. That application is the first step.

Please complete the application and return it to me at your earliest convenience so I can proceed accordingly.

If you have any questions, feel free to reach out.

Leslie A. Hyde  
Morgan County Clerk/Auditor



Utah State Tax Commission, Property Tax  
**Late-Filed Request for Review of  
 Locally Assessed Real Property**

**PT-10A**  
 Rev. 4/24  
 tax.utah.gov

<b>Petitioner (print or type)</b>		<b>Petitioner's Representative, if any (print or type)</b>	
Name MTGT Capital LLC		I authorize the below-named person to discuss and share information concerning this appeal with the County Board of Equalization.	
Mailing address 3474 N. North Village Lane Peterson, UT 84050		Name Steve Young	
		Firm Holland & Hart LLP	
		Mailing address 222 S. Main, Suite 2200 SLC, UT, 84101	
Daytime telephone no. [REDACTED]			
Email address [REDACTED]		Daytime telephone no. [REDACTED]	Email address [REDACTED]

**Refer to your tax notice for the information requested in this section.**

Petitioner requests that the Board of Equalization of Morgan County to hear an appeal of the 2025 property tax assessment on the following property or properties:  
(tax year)  
 Property Parcel/Serial Number(s): 00-0091-9328

**Property type**

- Single residence/Duplex/Triplex     Four-plex/Apartment complex     Vacant land     Commercial/Industrial  
 Greenbelt     Other (describe) \_\_\_\_\_

The Board of Equalization is open to hear property tax appeals for a short period each year. You are responsible for filing objections to property tax assessments during the Board of Equalization period, which ends on the later of September 15 for each tax year or 45 days from the date the county auditor mailed the notice of property valuation and tax changes (see Utah Code §59-2-1004). The Board of Equalization may hear an appeal filed after the deadline for only limited reasons. These reasons are explained in Utah Admin. Code R884-24P-66, available online at [tax.utah.gov/research/effective/r884-24p-066.doc](http://tax.utah.gov/research/effective/r884-24p-066.doc).

The Board of Equalization will accept a late-filed request for review of locally assessed real property if you can show that the county, by its act or failure to act, interfered with your right to notice and a hearing; or that the county's records for the property contain a factual error; or that a medical emergency, a death, or another extraordinary and unanticipated circumstance occurred during the Board of Equalization period and prevented you and any co-owners from filing an appeal by the filing deadline. Failure of the US Postal Service to deliver a correctly addressed tax notice is not cause for the Board of Equalization to accept a late filed request for review of locally assessed real property, nor does your absence from the state, by itself, constitute an extraordinary and unanticipated circumstance.

**Choose your circumstance(s):**

- The county did not comply with the notification requirements to mail the notice of property valuation and tax change to the address of record for this property, or otherwise interfered with the property owner's ability to timely file the appeal

Describe the county's notice failure or interference: \_\_\_\_\_

- Medical emergency

Describe the nature of the medical emergency and the relationship of the individual with the emergency to the property owner(s): \_\_\_\_\_

Identify the length of the medical emergency: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YY MM DD YY

Did this medical emergency require hospitalization?     Yes     No

Identify the length of hospitalization: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YY MM DD YY

Death of owner of immediate family member  
Name of decedent and relationship to owner(s) (if applicable): \_\_\_\_\_

Identify the date of death: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YY

Extraordinary and unanticipated circumstance (submit copies of documentation to verify)  
Describe the nature of the extraordinary and unanticipated circumstance: We submitted a 2025 primary residence application by 9/15/25 in accordance with Utah Code section 59-1-103.5(6)(a). Nothing in that statute

Identify the length of the extraordinary and unanticipated circumstance: 09 / 11 / 25 to 12 / 16 / 25 requires a BOE appeal to also be filed. The county has requested that we file a BOE so.  
MM DD YY MM DD YY

- Factual error in the county's records (select all that apply):
- A mistake in the description of the size, use, or ownership of your property
  - A clerical or typographical error in reporting or entering the data used to establish valuation or equalization
  - An error in classification of your property that is eligible for property tax relief
  - An error in the classification of your property that is eligible for a property tax exemption, including the residential exemption appeal, so we are now doing so.
  - Other similar circumstance\*

**Additional Owner(s)**

Are there individuals or entities in addition to you who are joint owners or co-owners of this property?  Yes  No

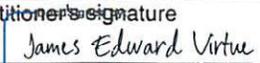
If "Yes", list the additional owner's name: \_\_\_\_\_

List why the additional owner(s) were unable to file the appeal by the statutory deadline: \_\_\_\_\_

*If there are more than two owners of the property, supply their names and reason for inability to timely file on additional paper.*

Provide any further details to explain your circumstances (if applicable)

I understand that I must show that I meet the requirements of R884-24P-66, and I have attached copies of all documents supporting my request.

Name (print)	Petitioner's signature	Date signed
James Edward Virtue		December 16, 2025

\*A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; demonstrated by clear and convincing evidence; and the existence of which is recognized by the taxpayer and the county assessor.

**Send documents to your local County Auditor.**

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

For help with this form contact your local County Auditor.

<b>Authorization to Represent Record Fee Owner</b>	Form PT-011 PT-011.ai Rev. 9/99
Morgan County Board of Equalization	

**Owner Information**

Owner's name	MTGT Capital LLC	Owner's telephone number	[REDACTED]
Owner's address	3474 N. North Village Lane		
City	Peterson	State	UT Zip 84050

**Representative Information**

Representative's name	Steve Young	Representative's telephone number	[REDACTED]
Business name	Holland & Hart LLP	Utah Appraiser Registration or Certification No.	Utah Bar #7681
Representative's address	222 S. Main, Suite 2200		
City	SLC	State	UT Zip 84101

**Property Information**

Property ID Number(s)	Property Address/Location
00-0091-9328	3474 N. North Village Lane, Peterson, UT 84050

**Authorization and Signature**

Being the record fee owner of the real property referenced by the parcel number(s) above, I authorize the person named on this document, the authority to file an appeal with the Board of Equalization and represent me in matters concerning the valuation and taxation of said property. I further authorize this representative to appear as a witness at any informal or formal hearing of the Board and testify as to the valuation of said property and as to the accuracy of any factual documentation submitted on my behalf.

Signature <small>DocuSigned by:</small>	Date signed
X James Edward Virtue	December 16, 2025

Notarization (required)

JV 12/25/25  
GJ 14/25/25  
THE DAY AFTER THE PROPERTY  
RECEIVES A CERTIFICATE OF OCCUPANCY

### Term

8. The term of the Lease commences at 12:00 noon on ~~September 11, 2025~~ and ends at 12:00 noon on December 31, ~~2026~~. OF THAT SAME CALENDAR YEAR. JV 12/21/25  
GJ 12/15/25
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Utah (the "Act"). Between this lease commencement and the certificate of occupancy issuance for 3474 N North Village Lane Peterson, UT, Tenant may live in 3427 Oxford Loop Mt Green, UT, Landlord's alternative property.

### Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$4,500.00 per month (the "Rent").
11. The Tenant will pay the Rent monthly, on or before the first (1st) day of each and every month of the term of this Lease, to the Landlord at 11188 TURTLE BEACH RD APT 201A NORTH PALM BEACH, FL, 33408 or at such other place as the Landlord may later designate by check, direct debit from a bank or other financial institution or Venmo.
12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

### Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$9,000.00 (the "Security Deposit").
14. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits.
15. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed

## Leslie Hyde

---

**From:** Leslie Hyde  
**Sent:** Thursday, December 11, 2025 4:58 PM  
**To:** 'Steve Young'  
**Subject:** RE: Primary Residence Application  
**Attachments:** PT-10A Late Filed Request.pdf; Authorization to Represent.pdf

Hi Steve,

It appears that a Board of Equalization appeal has not been filed previously, so at this point you will need to submit a late appeal. I've attached the required application. Once you've completed it, please return it to me and I will present it to the Board of Equalization.

If you are representing the homeowner, I will also need the PT-011 form completed (also attached).

Please let me know if you have any questions.

*Leslie A. Hyde  
Morgan County Clerk/Auditor*

---

**From:** Steve Young [REDACTED]  
**Sent:** Wednesday, December 10, 2025 1:33 PM  
**To:** Leslie Hyde <lhyde@morgancountyutah.gov>  
**Subject:** Primary Residence Application

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

Hi Leslie –

Following-up on our recent call, you asked me to forward the primary residence application we were discussing. It is attached. I just noticed that the dates in the lease were put in incorrectly. The lease payments will start after construction is complete. We will update that and get the amended lease to you.

Katie had also questioned whether homes under construction are entitled to a primary residence exemption under Utah law. Attached are the state statutes I forwarded her confirming that they are.



**Holland  
& Hart**

**Steve Young**  
Partner

**HOLLAND & HART LLP**  
222 South Main Street, Suite 2200, Salt Lake City, UT 84101

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.



## County Commission Agenda Request Form

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

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

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

Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

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

commission Meeting Date: 1/20/26 Time Requested: \_\_\_\_\_  
Name: Leslie A Hyde Clerk/Auditor/BOE Phone: (801) 845-4010  
Address: 48 W Young Street Morgan UT 84050  
Email: lhyde@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: \_\_\_\_\_

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Late Filed Request for Review of Locally Assessed Property application from Ashley Willis

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

✓

## LATE FILED APPEAL CHECK LIST

- \_\_\_\_\_ County failed by its act or failure to act, interfered with your right to notice and a hearing
- \_\_\_\_\_ County's records for the property contain a factual error
- \_\_\_\_\_ Medical emergency, a death, or another extraordinary and unanticipated circumstance occurred during the Board of Equalization period and prevented owner and any co-owners from filing an appeal by the filing deadline

### Note:

Failure of the US Postal Service to deliver a correctly addressed tax notice is not cause for the Board of Equalization to accept a late-filed request for review of locally assessed real property, nor does the owner's absence from the state, by itself, constitute an extraordinary and unanticipated circumstance.

**The Board of Equalization will accept a late-filed request for review of locally assessed real property if you can show that the county, by its act or failure to act, interfered with your right to notice and a hearing; or that the county's records for the property contain a factual error; or that a medical emergency, a death, or another extraordinary and unanticipated circumstance occurred during the Board of Equalization period and prevented you and any co-owners from filing an appeal by the filing deadline. Failure of the US Postal Service to deliver a correctly addressed tax notice is not cause for the Board of Equalization to accept a late filed request for review of locally assessed real property, nor does your absence from the state, by itself, constitute an extraordinary and unanticipated circumstance.**

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Utah State Tax Commission, Property Tax  
**Late-Filed Request for Review of  
 Locally Assessed Real Property**

**PT-10A**

Rev. 4/24

tax.utah.gov

<b>Petitioner (print or type)</b>		<b>Petitioner's Representative, if any (print or type)</b>	
Name <u>Ashley Willis</u>		I authorize the below-named person to discuss and share information concerning this appeal with the County Board of Equalization.	
Mailing address <u>6318 S Wasatchback Dr. Morgan, UT 84050</u>		Name	
Day		Firm	
Email address		Mailing address	
		Daytime telephone no.	
		Email address	

**Refer to your tax notice for the information requested in this section**

Petitioner requests that the Board of Equalization of Morgan County County to hear an appeal of the 2025 property tax assessment on the following property or properties:

Property Parcel/Serial Number(s): 00-0089-1014

**Property type**

- Single residence/Duplex/Triplex     Four-plex/Apartment complex     Vacant land     Commercial/Industrial  
 Greenbelt     Other (describe) \_\_\_\_\_

The Board of Equalization is open to hear property tax appeals for a short period each year. You are responsible for filing objections to property tax assessments during the Board of Equalization period, which ends on the later of September 15 for each tax year or 45 days from the date the county auditor mailed the notice of property valuation and tax changes (see Utah Code §59-2-1004). The Board of Equalization may hear an appeal filed after the deadline for only limited reasons. These reasons are explained in Utah Admin. Code R884-24P-66, available online at [tax.utah.gov/research/effective/r884-24p-066.doc](http://tax.utah.gov/research/effective/r884-24p-066.doc).

The Board of Equalization will accept a late-filed request for review of locally assessed real property if you can show that the county, by its act or failure to act, interfered with your right to notice and a hearing; or that the county's records for the property contain a factual error; or that a medical emergency, a death, or another extraordinary and unanticipated circumstance occurred during the Board of Equalization period and prevented you and any co-owners from filing an appeal by the filing deadline. Failure of the US Postal Service to deliver a correctly addressed tax notice is not cause for the Board of Equalization to accept a late filed request for review of locally assessed real property, nor does your absence from the state, by itself, constitute an extraordinary and unanticipated circumstance.

**Choose your circumstance(s):**

- The county did not comply with the notification requirements to mail the notice of property valuation and tax change to the address of record for this property, or otherwise interfered with the property owner's ability to timely file the appeal

Describe the county's notice failure or interference: I don't know if this was the county's failure or a problem with the mail forwarding, but we did not receive

- Medical emergency notification until 11/25.

Describe the nature of the medical emergency and the relationship of the individual with the emergency to the property owner(s):  
My mother (Linda Holding) had a stroke in the fall of this year. This medical emergency completely disrupted a

Identify the length of the medical emergency: 10 / 6 / 25 to ongoing

Did this medical emergency require hospitalization?  Yes     No

Identify the length of hospitalization: 10 / 6 / 25 to 10 / 24 / 25

*lives and responsibilities for months.*

Death of owner of immediate family member

Name of decedent and relationship to owner(s) (if applicable): \_\_\_\_\_

Identify the date of death: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YY

Extraordinary and unanticipated circumstance (submit copies of documentation to verify)

Describe the nature of the extraordinary and unanticipated circumstance: \_\_\_\_\_

End of employment, search for new employment right after building home

Identify the length of the extraordinary and unanticipated circumstance: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YY MM DD YY

Factual error in the county's records (select all that apply):

- A mistake in the description of the size, use, or ownership of your property
- A clerical or typographical error in reporting or entering the data used to establish valuation or equalization
- An error in classification of your property that is eligible for property tax relief
- An error in the classification of your property that is eligible for a property tax exemption, including the residential exemption
- Other similar circumstance\*

**Additional Owner(s)**

Are there individuals or entities in addition to you who are joint owners or co-owners of this property?  Yes  No

If "Yes", list the additional owner's name: Blair Willis

List why the additional owner(s) were unable to file the appeal by the statutory deadline: \_\_\_\_\_

*If there are more than two owners of the property, supply their names and reason for inability to timely file on additional paper.*

Provide any further details to explain your circumstances (if applicable)

Please refer to email to Leslie Hyde dated 1/12/26

I understand that I must show that I meet the requirements of R884-24P-66, and I have attached copies of all documents supporting my request.

Name (print)

Ashley Willis

Petitioner's signature

Ashley Willis

Date signed

1/3/26

\*A factual error means an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; demonstrated by clear and convincing evidence; and the existence of which is recognized by the taxpayer and the county assessor.

**Send documents to your local County Auditor.**

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

For help with this form contact your local County Auditor.

## Leslie Hyde

---

**From:** Leslie Hyde  
**Sent:** Monday, January 12, 2026 3:55 PM  
**To:** 'Ashley Willis'  
**Subject:** RE: Willis - Property Tax Petition

Ashley,  
Thank you for your email. I will also need the application I gave you that day. You can just email it to me.  
Thanks,

*Leslie A. Hyde*  
*Morgan County Clerk/Auditor*

**From:** Ashley Willis [REDACTED]  
**Sent:** Monday, January 12, 2026 3:48 PM  
**To:** Leslie Hyde <lhyde@morgancountyutah.gov>  
**Subject:** Willis - Property Tax Petition

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

Leslie,

Thank you for speaking with me briefly last week when I came into the office. As we discussed, I'd like to take the opportunity to briefly explain why I am asking the committee to consider our property tax situation. Thank you for taking the time to read this and discuss with each other. I really appreciate it.

Last November, we moved into our new home in Mountain Green. We've loved this area since we were kids and looked forward to moving to a quiet, beautiful place with a small and tight knit community. This was our first time building a home and to be frank, we are learning a lot in the process. I sincerely apologize for our ignorance, but we simply had no idea that we needed to contact the city and let them know that this was now our primary address since moving into the house. I'm not sure if it was an issue forwarding our mail or if it simply ended up in our old box and no one noticed it since the rental has been vacant for a year, but we never received any notification that we needed to provide this information to the county. We are law abiding citizens and would never not pay our fair taxes, but we simply didn't know that we needed to provide this information to the county.

I don't mean to get too personal, but for context we have had a crazy year. Shortly after moving into our home, my husband had a stressful and unexpected change of employment. No one wants to have an expected end to their employment, but especially not after moving into a new home. This has been a time consuming and stressful aspect of our personal and financial life. Additionally, in the early fall of this year, my mother experienced a severe stroke. Taking care of her in the hospital, getting her settled in rehab then into her home, and taking over the daily details of her finances and other needs has occupied a lot of our time. My husband received the notification for this exemption in November and due to the stress of taking care of my mom, we were too overwhelmed to deal with it. He only recently told me of

this issue and I'm doing my best to resolve it. I appeared at the city building last week and paid the \$9k property tax.

I am pleading with the board to consider our situation and forgive our ignorance in not knowing that we needed to apply for this exemption earlier. It's been a trying year both financially, physically, and emotionally. We are good members of the community who strive to pay our taxes and do what's right by the law. Having to pay double the amount in property taxes this year due to this terrible oversight on our part would be a really hard financial burden with our change in employment and the recent tragedy of my mom's stroke. As a community of friends and neighbors, we're pleading with the board to please consider this exemption for us. Is it possible for us to pay a fine for this negligence? We're willing to do something, but paying another \$10k in property taxes would be extremely difficult for us given our recent challenges.

Again, I apologize for our ignorance in not knowing this was something we needed to do as first time home builders. I'm not sure why we didn't receive a notification prior to November 7 - whether this was due to a mailing error or something else we don't know. We only know that November was the first time we heard about it. We hope you'll take into consideration our family situation this year with the stress of job loss and health emergencies. Please let me know if you have any questions or need additional information. Again, I appreciate you taking the time to consider this for us.

Best Regards,

Ashley Willis  
6318 Wasatchback Drive

Parcel: 00-0089-1014  
Serial #: 03-COSPR-0708



## County Commission Agenda Request Form

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

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

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

Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

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

commission Meeting Date: 1/20/26 Time Requested: \_\_\_\_\_  
Name: Leslie A Hyde Clerk/Auditor/BOE Phone: (801) 845-4010  
Address: 48 W Young Street Morgan UT 84050  
Email: lhyde@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: \_\_\_\_\_

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Board of Equalization Hearing  
Levi Harper  
Parcel 00-0094-0125

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

✓

REQUEST FOR APPEAL

LEVI HARPER

00-0094-012 5



## 2025 Request for Appeal - Locally Assessed Real Property

**THE APPEAL DEADLINE IS SEPTEMBER 15, 2025**

EMAIL: [klasater@morgancountyutah.gov](mailto:klasater@morgancountyutah.gov) (preferred method) PHONE: 801-842-4042 PO Box 886, 48 W Young St, UT 84050

OWNER/TAXPAYER INFORMATION	REPRESENTATIVE INFORMATION*
PARCEL NUMBER (SEE NOTICE)      00-0094-0125	(If Applicable)
OWNER/TAXPAYER                      Levi Harper	REPRESENTATIVE NAME
PROPERTY LOCATION (ADDRESS)	MAILING ADDRESS
MAILING ADDRESS (if different than above)	MAILING CITY, STATE & ZIP CODE
DAYTIME PHONE NUMBER	DAYTIME PHONE NUMBER
EMAIL ADDRESS (Check junk folders for correspondence from BOE.)	EMAIL ADDRESS (Check junk folders for correspondence from BOE)
By providing an email address above, you agree to correspondence by email. This is the preferred method of correspondence for appeals. <input type="checkbox"/> Check here for correspondence by mail only.	* Representative may complete this form if he or she has a letter of authorization from the owner. Letter of authorization must include parcel number, property address and tax year.
MARKET VALUE (AS SHOWN ON NOTICE) \$ <u>Non-Primary Tax Rate</u> APPLICANT(S) OPINION OF FAIR MARKET VALUE: \$ <u>Primary Residence Tax Rate</u> AS OF JANUARY 1 OF THE TAX YEAR UNDER APPEAL (REQUIRED BY LAW)	

### **BASIS FOR APPEAL AND REQUIRED DOCUMENTATION**

SEE BACK OF FORM FOR EXPLANATIONS AND INSTRUCTIONS

I REQUEST THAT THE MARKET VALUE OF THIS PROPERTY BE ADJUSTED BASED UPON THE FOLLOWING EVIDENCE:

**RESIDENTIAL DOCUMENTATION REQUIRED**

- A. Purchase of the property within one year of January 1
- B. Professional Fee Appraisal with an effective date within one year of January 1
- C. The sale of comparable properties within one year of January 1. Minimum of three (3) is required but up to five (5) is preferred.
- D. Factual error
- E. Cost Approach

**COMMERCIAL DOCUMENTATION REQUIRED**

- A. Purchase of the property within one year of January 1
- B. Professional Fee Appraisal with an effective date within one year of January 1
- C. The sale of comparable properties within one year of January 1. Minimum of three (3) is required but up to five (5) is preferred.
- D. Factual error
- E. Income or Cost Approach

*For additional explanations and instructions  
<https://www.morgancountyutah.gov/copy-of-board-of-equalization>*

Please select your hearing preference: If a hearing option is not selected the appeal will be treated as a waiver.

- WAIVER – I hereby agree to waive my right to an appearance before the Morgan County Board of Equalization. I understand that I will not be penalized in any manner for not appearing and my appeal will be reviewed by a third party Hearing Officer in an expedited manner with my initial evidence filed. Evidence will be reviewed, and appeal decided based on the written evidence contained in the case file. I have the right to review all evidence on file with the Clerk of the Board regarding my appeal. If I am not satisfied, I understand that I retain the right to appeal to the Utah State Tax Commission.
- I wish to appear in person or by zoom before a third party Hearing Officer.\*

\*The email address provided above will be used for scheduling your hearing. Check spam/junk folders for correspondence from the BOE.

**SIGN YOUR APPEAL** *By signing this document, I certify all statements herein and/or attachments are true, correct, and complete. I understand the filing deadline and have read the general instructions on both pages of this document. I also understand that hearings may be videotaped for training purposes only.*

The following information and signature certify all statements and attachments are true, correct, and complete:

*Levi Harper*  
Signature of Property Owner

1/11/2026  
Date

Printed Name

**OR (if represented by an agent or tax representative)**

Signature of agent or tax representative. Must include letter of authorization signed by property owner if owner does not sign appeal form. Include confidentiality affidavit for commercial properties, found at <https://www.morgancountyutah.gov/copy-of-board-of-equalization>

\*PLEASE READ\*

GENERAL INSTRUCTIONS

\*PLEASE READ\*

PROPERTY OWNERS WHO WISH TO APPEAL THE MARKET VALUE SHOWN ON THE  
"NOTICE OF PROPERTY VALUATION AND TAX CHANGES"

The filing period for an appeal is August 1 to September 15 each year or within 45 days of mailing the Notice of Property Valuation.

All appeals to the Morgan County Board of Equalization (BOE) must include: The appeal form filled out completely; all evidence and documentation attached and submitted with the initial appeal filing on this form; and the required signatures of the applicant of the property. A separate form must be completed for each parcel of property appealed.

All evidence must be submitted at the time of appeal filing and must support the value as of January 1 of the tax year under appeal. Appeals filed without sufficient evidence may be dismissed. The Assessor's valuation is presumed by law to be correct, except as provided in U.C.A. Section 59-2-109. Appellant must submit evidence demonstrating substantial error in the original assessment and sound evidence in support of an alternative value.

Hearing Officers appointed by the BOE will make recommendations based on the written evidence submitted with this appeal and any oral testimony and/or argument made at hearing. The BOE may raise, lower, or maintain the market value based upon the facts presented. The BOE cannot accept appeals in the current year for adjustments of prior years' market values. A Notice of Final Decision will be mailed to the applicant with an explanation of further appeal rights.

**PAYMENT OF TAXES: PLEASE NOTE CAREFULLY that taxes will be due and payable as noted on the Tax Notice mailed by November 1 from the Morgan County Treasurer. If you have not received an appeal decision by the due date you should pay the tax as billed. Failure to pay when due will result in a penalty and the accrual of interest. Refunds will be issued only upon a final and unappealable decision, to the taxpayer that paid the property taxes with interest pursuant to state statute. If the property is sold or transferred, the taxpayer entitled to a refund is required to contact the Board of Equalization within 10 calendar days after the date of the decision with the following information: (a) a statement that the taxpayer is entitled to receive the refund; (b) the name of the taxpayer, or an officer or agent of that taxpayer, entitled to receive the refund; and (c) the mailing address of the taxpayer, or an officer or agent of that taxpayer, to which the taxpayer requests the refund to be sent.**

EXPLANATIONS AND INSTRUCTIONS BASIS FOR APPEAL AND REQUIRED DOCUMENTATION

Box A- You must attach a copy of the closing statement or disclosure, settlement statement, or HUD-1 disbursement document from sale of this parcel. If an appraisal was completed for this transaction, submitting a copy of the full appraisal may strengthen your appeal.

Box B- You must attach a full copy of the appraisal including a copy of the signature page.

Box C- Provide all details such as style, quality, size, age, location, land area, etc. The more comparable the sales are to the appealed property, the greater consideration they will be given. If possible, provide comparable sales evidence in a listing full print format.

Box D- Factual error relates only to "physical" characteristics or description of this property which are significant and would affect the market value of this property and cause the value to exceed "Fair Market Value". Provide a full and complete explanation of the error and supply supporting evidence.

Box E- **Income Approach – COMMERCIAL ONLY:** This is generally the preferred method of valuation for income producing commercial or industrial property (**not for duplexes, condos, or single-family residences**). To appeal using this valuation method, please provide: (1) Rent roll for the prior year ending December 31. (2) Evidence of an appropriate vacancy rate. (3) The prior year's income and expense statement for this property. (4) Evidence of the appropriate rate of return (capitalization rate) to be applied to the net operating income for this property. If this property is owner occupied, you may submit equivalent data for comparable commercial or industrial properties with evidence to justify similarities or differences from this property.

**Cost Approach:** Submission of a **Cost Approach** is the least persuasive evidence of "Fair Market Value" except in a recently constructed property with appropriate evidence of the value of the land using one of the above bases.

Pursuant to U.C.A. 59-2-1004(2)(b)(ii), if your property is a qualified property, you may request the "inflation adjusted value" from the Clerk of the Board.

"FAIR MARKET VALUE" IS DEFINED AS THE AMOUNT AT WHICH PROPERTY WOULD CHANGE HANDS BETWEEN A WILLING BUYER AND SELLER NEITHER BEING UNDER ANY COMPULSION U.C.A. SECTION 59-2-102(13). YOU MUST PROVIDE EVIDENCE THAT THE MARKET VALUE ON THE NOTICE EXCEEDS "FAIR MARKET VALUE".

U.C.A. SECTION 59-2-109 addresses the burden of proof. In most cases the applicant bears the burden of proof. In the rare case of an application for appeal of "qualified real property," a party (generally the Assessor or Applicant) who seeks a value different than the "inflation adjusted value" must establish a substantial error in the "inflation adjusted value" and a sound evidentiary basis for an alternative value.

E-MAIL, MAIL OR DELIVER COMPLETED FORMS TO (PLEASE submit only one copy):

EMAIL FORMS TO: [klasater@morgancountyutah.gov](mailto:klasater@morgancountyutah.gov)  
(PREFERRED METHOD)

OR

Morgan County Clerk/Auditor's Office  
PO Box 886, 48 W Young St  
Morgan, UT 84050

**APPLICATION FOR RESIDENTIAL EXEMPTION**  
**MORGAN COUNTY ASSESSOR /PO BOX 680/ MORGAN, UT. 84050/ 801-845-4000**  
(Pursuant to Utah Code Ann. §59-2-103.5, Morgan County Ordinance #CO-03-08)

Date: 6/22/2025

Name: Harper Levi  
Harper Lindsey I  
Address: 4990 W Mesa Arch Lane  
Morgan, UT 84050-0000

Parcel: 00-0092-2792  
Serial #: 09-ROAMSFR2A-0208  
Property Location:  
4990 W Mesa Arch Lane

← Please make any address changes

**BASIC QUALIFICATIONS & INFORMATION**

Application	An application/declaration is required to be submitted and approved before the exemption can be applied. See Declaration Utah Code Annotated §59-2-103.5 and Morgan County Ordinance #CO-03-08.
Limits	Utah's Residential Exemption is limited to one per household. "Household" means the association of individuals who live in the same dwelling, sharing its furnishings, facilities, accommodations, and expenses, and includes married individuals who are not legally separated, who have established domiciles at different locations within the state. See Utah Code Annotated §59-2-102(19) and §59-2-103(5)(a).
Multiple	An owner of multiple residential properties in the state is allowed a residential exemption for each residential property that is a tenant's primary residence. See Utah Code Annotated 59-2-103(5)(b).
Occupancy	The residential property must be occupied as a primary residence for 183 or more <u>consecutive</u> calendar days during the calendar year the owner seeks to obtain the residential exemption. See Utah Code Annotated. §59-2-103(3).
Transient Use	Residential property used as a secondary home, short-term rental, vacation rental, or other similar transient use <u>does not qualify</u> for the residential exemption. See Utah Code Annotated §59 2 102(36)(a).
Use Change	The owner(s) of property receiving the residential exemption are required to notify the county if the property use changes and it no longer qualifies for the residential exemption. See Utah Code Annotated §59-2-103.5(4).

**OWNER(S) CERTIFICATION**

**(INITIAL ONE OF THE FOLLOWING CERTIFICATIONS)**

- Owner Qualified I am the owner of the above-identified residential property in Morgan County, Utah. This property is my and my household's permanent, full-time residence. Date of Occupancy: 9/6/2024
- Tenant Qualified I am leasing/renting out the above-identified property on a full-time basis. The tenant(s) are using the property as their permanent, full-time residence. Date of Occupancy: \_\_\_\_\_, Lease term: \_\_\_\_\_ Include lease agreement
- Non Primary The above-identified property is not a permanent, full-time residence and does not qualify for the primary residential exemption. Or Transient use (Short-Term Rental)

**INCOME TAX INFORMATION**

Utah Code Annotated 59-2-103.5(8)(e)(iii) states: "If a property owner or property owner's spouse claims a residential exemption under Utah Code Ann. §59-2-103 for property in this state that is the primary residence of the property owner or the property owner's spouse, that claim of residential exemption shall be considered in determining whether the property owner and the property owner's spouse have domicile in Utah for income tax purposes."

**EVIDENCE**

SUBMIT AT LEAST 2 FORMS OF EVIDENCE: (If you selected Tenant Qualified, only a lease agreement is needed)

- Driver's license  Voter registration  Utility Bill  Most recent state or federal income tax return  Vehicle registration  Lease Agreement

**SIGNATURES**

**(All owners MUST sign this application)**

Under penalties of perjury I declare to the best of my knowledge and belief, this application and accompanying pages are true, correct and complete. I understand pursuant to Utah Code Annotated, Section 59-2-309(2), that any misrepresentation of these statements subjects the owner to a 100% penalty equal to the tax on value.

Signed: Levi Harper Dated: 6/22/2025 Utah driver's license # [REDACTED] Include photo w/application

Signed: Lindsey Harper Dated: 6/22/2025 Utah driver's license # [REDACTED] Include photo w/application

E-mail [REDACTED] Telephone #:(H) [REDACTED] (Cell) [REDACTED]

All Applications need to be mailed or e-mailed to [hwilde@morgancountyutah.gov](mailto:hwilde@morgancountyutah.gov).

If home has been on Non-Primary status previously, to avoid a fee, your application needs to be submitted before September 15<sup>th</sup> of that year.

## What is the Primary Residential Exemption?

(§§ 59-2-103, 59-2-103.5 and R884-24P-52)

The primary residential exemption is a 45% property tax exemption on most homes in Utah. This means you only pay property taxes on 55% of your home's fair market value.

### Eligibility

You may be eligible for the primary residential exemption if you occupy your home for 183 consecutive days or more in a calendar year.

The exemption applies to your house and up to one acre of land. Apartments, condos and mobile homes also qualify. Up to one acre of land per residential unit qualifies for the primary residential exemption, IF used exclusively for residential purposes.

Properties inhabited by tenants also qualify, if they reside in the property for 183 consecutive days or more in a calendar year.

You must inform the county if you no longer qualify for the primary residential exemption.

### Application

You likely already have the primary residential exemption applied to your property. Most homes that are used as residences and sold are presumed to continue as residences, so the primary residential exemption is ongoing without a new application.

Certain counties may require a new application ([Form PT-23](#) or county equivalent) in certain circumstances. The Utah Code allows counties to pass an ordinance that requires an application should the property change ownership, change from a non-primary residence to a primary residence, or if the county reasonably believes the property may no longer qualify. Most often these counties require an application from the new owner when a home is bought and sold.

A homeowner should always submit an application to the county if they inhabit their property for less than the full calendar year.

### KEY POINTS:

- *The primary residential exemption is 45% of your home's fair market value.*
- *Some counties may require an Application for Residential Property Exemption ([Form PT-23](#) or county equivalent) to receive the exemption.*
- *All other counties require a signed Residential Property Declaration ([Form PT-19A](#) or county equivalent) when title is transferred to a new owner.*
- *A homeowner should always submit an application to the county if they inhabit their property for less than the full calendar year.*
- *It is recommended to submit an application annually with current leases if your residential*

### DID YOU KNOW?

- *A building that is under construction and intended to be used as a residential property upon completion can qualify for the primary residential exemption before it is completed. An application may be submitted to the County Assessor.*
- *You can confirm you receive the primary residential exemption by determining any difference between the market value and taxable value on your Valuation Notice (received around the end of July) or Tax Notice (received around the start of November). The taxable value will be 55% of the market value.*
- *Only one household may claim the exemption within the state of Utah. Married couples living apart cannot claim two exemptions. Unless couples have legally separated, they can only claim one exemption.*
- *The primary residential exemption has existed since 1982, and was raised to 45% in 1995.*

### Residential Property Declaration

Beginning 2019, if a county does not have an ordinance requiring an application for the primary residential exemption, a residential property declaration ([Form PT-19A](#) or county equivalent) is required when title changes on a home. New homeowners must submit a residential property declaration to the county assessor within 90 days of receipt of the form.

This ensures all homes receiving the primary residential exemption genuinely qualify, and reduces the chance that out-of-state residents who own residential properties in Utah are incorrectly identified as domiciled in Utah for state income tax purposes.

### QUESTIONS?

Contact your local County Assessor or the Property Tax Division at the Utah State Tax Commission.

**EVIDENCE SUPPLIED BUT REDACTED FROM PACKET**

Attached has a box checked. As far as attached documentation I am not trying to argue against the value of my home but trying to get my primary residence tax exemption so that my taxes are much lower than what they were shown at. Attached is also the form for my primary residence and supporting documentation of that to review and accept. Let me know if you have any questions or need anything else.

Thank you!

On Tue, Jan 13, 2026 at 5:22 PM Leslie Hyde <[lhyde@morgancountyutah.gov](mailto:lhyde@morgancountyutah.gov)> wrote:

Hi Levi,

I was going through your application and noticed that you did not select anything under the Basis for Appeal and Required Documentation. Could you please select an option there and submit your documentation?

Thanks,

*Leslie A. Hyde*

*Morgan County Clerk/Auditor*

**From:** Levi Harper <[REDACTED]>  
**Sent:** Sunday, January 11, 2026 10:21 AM  
**To:** Leslie Hyde <[lhyde@morgancountyutah.gov](mailto:lhyde@morgancountyutah.gov)>  
**Subject:** Re: Late Filed Request for Review

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

Hey Leslie,

Thank you for the update. I went ahead and attached the completed BOE. As far as attachments go they all reference a new appraisal which I don't think applies in my case since I am not arguing against the appraisal but just trying to get my primary residence exception accepted so that my taxes are not so high. Please let me know if I need to submit anything else with this. I am happy to submit the residential exception form again or provide bills or car registration.

Let me know!

Thank you!!

On Wed, Jan 7, 2026 at 8:32 AM Leslie Hyde <[lhyde@morgancountyutah.gov](mailto:lhyde@morgancountyutah.gov)> wrote:

Good morning!

I am happy to let you know that your Late Filed Request for Review for the Board of Equalization was approved last night.

The next step is to file a Request for Appeal. Please send me all supporting documents along with the completed application so I can proceed. I have attached the application for your convenience.

Thank you,

*Leslie A. Hyde*

*Morgan County Clerk/Auditor*

January 6, 2026 CC Mtg

MORGAN COUNTY COMMISSION MEETING AGENDA

- a. **CR 26-2501-BOE** Late Appeal Request: John P. Williamson
  - b. **CR 26-2502-BOE** Late Appeal Request: Chase Hansen
  - c. **CR 26-2503-BOE** Late Appeal Request: Levi Harper *Approved*
4. **Josh Cook** – Discussion Decision – County Planning & Zoning  
LDS Mountain Green Cottonwood Canyon Road Subdivision (First Amended): A request a lot line adjustment to lot 4 of the LDS MTN. Green Cottonwood Canyon Road Subdivision, which is identified by parcel number 00-0084-0774 and serial number 03-LDSMG-0004, and is located at 4210 West Cottonwood Canyon Road in unincorporated Morgan County.
  5. **Josh Cook** – Discussion Decision – County Planning & Zoning  
Cottonwood Spring View, P.U.D. (Third Plat Amendment): A request for a lot line adjustment to lots 710 and 711 of the Cottonwood Spring View, A P.U.D. Subdivision, which is identified by parcel numbers 00-0089-1016 & 00-0089-1017 and serial numbers 03-COSPR-0710 & 03-COSPR-0711, and is located at 6348 & 6358 S Wasatchback Drive in unincorporated Morgan County.
  6. **Hon. Raelene Blocker** – Discussion/Decision – Commissioner  
Discussion and decision on **CR 26-05** Commissioner Blocker’s nomination of **Travis Taylor** to the Mountain Green seat on the Morgan County Planning Commission.
  7. **Morgan County Commission** – Discussion/Decision – Public Defender  
Discussion and decision on awarding the RFQ for Public Defender Indigent Defense Services to **Colton McKay** at the recommendation of the selection committee.
  8. **Morgan County Commission** – Discussion/Decision – Portfolio Assignment  
Discussion and decision on **CR 26-02** appointment of 2026 Commission Portfolio Assignments.  
**Morgan County Commission** – Discussion/Decision – Portfolio Assignment  
Discussion and decision on **CR 26-03** establishing the Morgan County Commission Rules of Order and Procedure for 2026.
  9. **Morgan County Commission** – Discussion/Decision – Portfolio Assignment  
Discussion and decision on **CR 26-04** amending the Morgan County Travel Expense Policy.
  10. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
UAC Day at the Hill Registration – January 21<sup>st</sup> at 8 am MST
  11. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
*Postponed from 12/17/2025 meeting; State has not responded with redlines. Request to postpone again;* The County’s Predation Management Plan for 2026 and commitment of participating funds from 71-2229-000-000 [Predator Control Trust & Agency Fund].
  12. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
*Postponed from 12/17/2025 meeting; Attorney’s office is still working through redlines. Request to postpone again;* The Morgan County Historical Society By-Laws.
- (H) **Commissioner Comments**
- Commissioner Blocker
  - Commissioner Newton
  - Commissioner Fackrell
  - Commission Vice-Chair Nickerson
  - Commission Chair Wilson

# ASSESSOR EVIDENCE

**LATE STATE APPEAL FOR PARCEL 00-0092-2792  
YEAR 2025**



Janell Walker  
Morgan County Assessor  
48 W Young St  
Morgan UT 84050  
[jwalker@morgancountyutah.gov](mailto:jwalker@morgancountyutah.gov)

LATE STATE APPEAL FOR PARCEL 00-0092-2792  
YEAR 2025

Parcel #00-0092-2792; 09-ROAMSFR2A-0208

**EVIDENCE FOR MORGAN COUNTY**

- Tax roll 2025
- Construction Progress List
- C of O with Primary Residential Exemptions sent out and received

## Construction Work in Progress Checklist

Serial # 09-ROAMSFR2A-0208

Parcel # 00-0092-2792

SFR

Address 6031 W MESA Arch Lane

Home/Commercial  Date/Appr

Detached Structure  Date/Appr

Excavation	9%	9%
Girders/Floor Joists/Subfloor	5%	14%
Wall Framing/Ceiling Joists	10%	24%
Windows	3%	27%
Rafter/Sheathing/Flashing	5%	32%
Roof Covering	4%	36%
Rough Plumbing	4%	40%
Rough Electrical	3%	43%
Heating System	4%	47%
Insulation/Weatherstrip	3%	50%
Exterior Wall Surface	6%	56%
Interior Drywall/taping	7%	63%
Interior doors/sash	6%	69%
Interior Trim	2%	71%
Painting	6%	77%
Cabinets/countertops	5%	82%
Plumbing Fixtures	7%	89%
Light Fixtures/Appliances	4%	93%
Floor Covering/finish	5%	98%
Clean up	2%	100%

Excavation/Foundation/Floor	20%	20%
Wall Framing	20%	40%
Rafters/sheathing/flashing	30%	70%
Roof Covering	10%	80%
Exterior Wall Surface	14%	94%
Garage Door	4%	98%
Paint/Clean up	2%	100%

Plumbing Fixtures # \_\_\_\_\_  
 Power Yes/No \_\_\_\_\_  
 Insulation Yes/No \_\_\_\_\_  
 Cement floor Yes/No \_\_\_\_\_  
 Heating Yes/No \_\_\_\_\_  
 Heating Type \_\_\_\_\_  
 Height to eaves \_\_\_\_\_ ft.  
 Quality \_\_\_\_\_

Comments:

Date/Appr

Pool \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2 Fix # \_\_\_\_\_  
 3 Fix # III  
 4 Fix # \_\_\_\_\_  
 5 Fix # \_\_\_\_\_  
 Other Fix # \_\_\_\_\_  
 Fireplace # \_\_\_\_\_  
 Quality \_\_\_\_\_  
 Heating \_\_\_\_\_  
 AC Yes/No \_\_\_\_\_  
 Roof Type \_\_\_\_\_  
 Exterior \_\_\_\_\_ % \_\_\_\_\_ %  
 Basement Finish 90 %  
 Bsmt. Ent. Yes/No

Comments:  
3 Rough in Bath Fixtures  
Basement entry

2nd Permit, Basement Finish  
+ Kitchenette  
+ 3 fix bath  
+ Laundry

# MORGAN COUNTY Tax Roll Master Record

Parcel: 00-0092-2792	Serial #:09-ROAMSFR2A-0208	Entry: 166769
Name: HARPER LEVI M		
c/o Name: HARPER LEVI M & LINDSEY I		
Address 1: 4990 W MESA ARCH LN		
Address 2:		
City State Zip: MORGAN	UT 84050-0000	
Mortgage Co: COTALITY		
Status: <b>Active</b>	Year: <b>2025</b>	District: <b>009 ROAM PID 1</b>
		<b>0.014745</b>

Owners	Interest	Entry	Date of Filing	Comment
HARPER LEVI M		166769	09/06/2024	(0413/0807) (J/T)
HARPER LINDSEY I		166769	09/06/2024	(0413/0807) (J/T)

Property Information	2025 Values & Taxes			2024 Values & Taxes			
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BS01 NON-PRIM RES	0.00	522,431	522,431	7,703.25	0	0	0.00
LS03 LOT W/O HOME (SECONDARY)	0.00	0	0	0.00	231,000	231,000	3,593.21
LS05 LOT (SECONDARY) WITH HOME	0.24	231,000	231,000	3,406.10	0	0	0.00
Totals:	0.24	753,431	753,431	11,109.35	231,000	231,000	3,593.21

<p><b>**** ATTENTION !! ****</b></p> <p>Tax Rates for 2025 have been set and approved. All levied taxes and values shown on this printout for the year 2025 should be correct.</p>	<p>2025 Taxes: 11,109.35</p> <p>Special Fees: 0.00</p> <p>Penalty: 0.00</p> <p>Abatements: ( 0.00)</p> <p>Payments: ( 11,109.35)</p> <p>Amount Due: 0.00</p>	<p>2024 Taxes: 3,593.21</p> <p><b>Review Date</b></p> <p style="text-align: center;"><b>05/19/2025</b></p> <p><b>NO BACK TAXES!</b></p>
--	--	---

01/01/2025	07:08AM	00095909	2025	HARPER LEVI M	Current - Check	152.11	JMacarthur
11/14/2025	09:51AM	00102486	2025	COTALITY	Current - Check	10,957.24	kHarrison
Total Payments:						11,109.35	

**NO BACK TAXES**

MORGAN COUNTY TREASURER / DEPUTY

\_\_\_\_\_  
signature

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

**Taxing Description**

ALL OF LOT 208, ROAM PHASE 2A SINGLE FAMILY, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE & OF RECORD, AS RECORDED ON JULY 13, 2023, AS ENTRY NO. 163832, IN BK 401 AT PGS 913 - 914, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 0.236 AC / 0.24 AC, M, OR L.

**History**

2024 - ENTRY NO. 163832 (401/913 - 914) (0.236 AC, M, OR L, COMING FROM: 09-005-044-02-1-3-7 / 00-0090-9181) - DED OF ROAM PHASE 2A SINGLE FAMILY; VESTING REF: 162371 (396/916); 166769 (413/807); OTHER REF: 163832 (401/913 - 914) - DED OF SUB;



# FINAL CERTIFICATE OF USE AND OCCUPANCY

Permit #: 24-262

THIS IS TO CERTIFY THAT the Basement Finish at 4990 W Mesa Arch Lane has been inspected for compliance with the requirements of Morgan County for the occupancy/use herein classified.

Code Edition: ICC 2018

Type of Construction:

Finished Basement: 1637 sq.ft.

Unfinished Basement: sq.ft.

1st Floor: sq.ft.

2nd Floor: sq.ft.

Garage/Carport: sq.ft.

Other: sq.ft.

Remarks/Conditions:

Is a sprinkler system required:

Occupancy Granted On:

Certificate Issued On:

Parcel #: 00-0092-2792

Unit # in the Roam

Owner: Levi Harper

Zone: Town Center (TC)

Architect/Engineer:

Contractor:

Thereof 'Final Occupancy' is Hereby Authorized

By:

  
Morgan County Building Official

3/14/25

PRE sent out 3/25, 4/25, 5/25, 6/25

PRE Returned 6/1/2025 For 2026 year

---

Re: Residential Exception

---

From Holly Wilde <[hwilde@morgancountyutah.gov](mailto:hwilde@morgancountyutah.gov)>

Date: Mon, 6/23/2025, 12:38 PM

To: Levi Harper <

Just so you know, this will grant you primary for the 2026 tax year

Thanks,

*Holly Wilde*

Deputy Assessor

[hwilde@morgancountyutah.gov](mailto:hwilde@morgancountyutah.gov)

385-240-6444



---

From: Holly Wilde <[hwilde@morgancountyutah.gov](mailto:hwilde@morgancountyutah.gov)>

Sent: Monday, June 23, 2025 11:56 AM

To: Levi Harper <

Subject: Re: Residential Exception

Thank you for returning this.

Where your DL 's aren't updated with the new address, I will need more verification of your home being your primary address. If you could send in one more document

- voter registration
- recent tax return
- vehicle registration

Thanks,

*Holly Wilde*

Deputy Assessor

[hwilde@morgancountyutah.gov](mailto:hwilde@morgancountyutah.gov)

385-240-6444



---

**From:** Levi Harper <[REDACTED]>  
**Sent:** Sunday, June 22, 2025 4:41 PM  
**To:** Holly Wilde <hwilde@morgancountyutah.gov>  
**Cc:** Lindsey Harper <[REDACTED]>  
**Subject:** Resiential Exception

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

Hello,

I received a letter in the mail asking to complete a residential exception. Attached you will find the completed form, photos of our drivers licenses, a utility bill, and our 2024 tax return.

Please let me know if you need anything else.

Thanks!!

**5D9(Š "(ŽA7**  
**3 D7EA>GF;A@A8F: 7? AD93@ 5AG@FK 4A3D6 A87CG3>;L3F;A@**  
**APPROVING!67@K;@9 BD,? 3DK 7J 7? BF;A@ FA B3D57> ""Z"+&Z #S**

WHEREAS, Utah Code § 59-2-1001 et seq. authorizes the Morgan County Board of Equalization to review and modify the assessment of real property for taxation.

WHEREAS, the Board of Equalization on January 4th, 2026, in its decision CR 26-2503-BOE S'fW, affirmed the assessment of the property located at [redacted] YbSdUW00-0094-0125-3@6.

WHEREAS, the 4A7 ZSh[ YZSd/TafZ fZW3bbWS` fS` VfZW? adS` 5ag` fk [redacted] Sufe` eS[VbSdUW 3@6.

**I :** 7D73E fZMA7 [e dWg[dWfa SbbchW\_ aV[Xi adWk fZSbbW]` SUadS` UW i [fZ GfSZ `Si -

**@AI IF: 7D78AD7A 47;F D7EA>H76** Tk fZW? adS` 5ag` fk 4aScVax  
 7cgS[l Sf[a` fZSf,

- 1) The appeal in question is hereby approved/modified/denied.
- 2) The Morgan County Assessor is authorized to make any necessary adjustments to the appealed parcel consistent with the BOE's decision.
- 3) Any appeal of the BOE's decision in this matter shall be processed in accordance with Utah Law.

**PASSED AND ADOPTED** by the Morgan County Board of Equalization this 20<sup>th</sup> day of January, 2026.

**MORGAN COUNTY BOE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Vaughn Nickerson, BOE Vice-Chair

\_\_\_\_\_  
 Garrett Smith, Morgan County Attorney

**ATTEST:**

**BOE MEMBERS VOTING:**

\_\_\_\_\_  
 Leslie Hyde, BOE Clerk

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



## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: (435) 800.8724

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

Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

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

Commission Meeting Date: 1/20/26 Time Requested: 15 min  
Name: Joshua Cook Phone: (801) 845-4015  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

**Public Hearing/Discussion/Decision** – *Whisper Ridge at Stone Canyon DA, First Amendment*: Request to amend the Whisper Ridge at Stone Canyon Development Agreement to remove the requirement for a professional property manager to maintain the common open space.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION   
DECISION   
BOTH   
INFORMATION ONLY

PUBLIC HEARING   
PUBLIC MEETING



**PLANNING & DEVELOPMENT**

COUNTY COMMISSION PUBLIC  
MEETING

WHISPER RIDGE AT STONE CANYON  
DEVELOPMENT AGREEMENT, THIRD AMENDMENT

JANUARY 20, 2026

Staff: Joshua Cook, AICP  
Public Meeting  
January 20, 2026

Application No.:	25.046
Applicant	Bert Sheffer
Owner:	Whisper Ridge At Stone Canyon Association
Date of Application:	August 28, 2025

**REQUEST:**

Request to amend the Whisper Ridge at Stone Canyon Development Agreement to remove the requirement for a professional property manager to maintain the common open space.

**PLANNING COMMISSION SUMMARY**

The Planning Commission heard this item at their regularly scheduled meeting on January 8<sup>th</sup>, 2026. There were a couple of comments made during the public hearing portion of the meeting that referenced the unkempt nature of the common area for the Whisper Ridge subdivisions. The applicant went into detail about how there have been several property management companies who have done poorly in maintaining the area and improving required amenities and now the HOA wishes to self-maintain for an indeterminate period of time until they can satisfactorily find a suitable management company. Discussion from the commission was minimal. The Commission voted to recommend approval of the application with a 4-0 vote; Chair Maloney and Member Watt were absent from the meeting.

**ATTORNEY GUIDANCE**

**Legislative Review:**

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed zoning change is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the application conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-27a-801(3).

The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.” While I have not seen any case law testing this new standard, I highly recommend that any decisions by the Planning Commission or County Commission include references to the standards in Morgan County Code and Utah State Code to support them and provide a solid basis for review. In that regard, the State Code standards include:

17-27a-102. Purposes — General land use authority — Limitations.

(1)

(a) The purposes of this chapter are to:

- (i) provide for the health, safety, and welfare;
- (ii) promote the prosperity;
- (iii) improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county’s present and future inhabitants and businesses;
- (iv) protect the tax base;
- (v) secure economy in governmental expenditures;
- (vi) foster the state’s agricultural and other industries;
- (vii) protect both urban and nonurban development;
- (viii) protect and ensure access to sunlight for solar energy devices;
- (ix) provide fundamental fairness in land use regulation;
- (x) facilitate orderly growth and allow growth in a variety of housing types; and
- (xi) protect property values.

(b) Subject to Subsection (4) and Section 11-41-103, to accomplish the purposes of this chapter, a county may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county or a designated mountainous planning district, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (i) uses;
- (ii) density;
- (iii) open spaces;
- (iv) structures;
- (v) buildings;
- (vi) energy-efficiency;
- (vii) light and air;
- (viii) air quality;
- (ix) transportation and public or alternative transportation;
- (x) infrastructure;
- (xi) street and building orientation and width requirements;
- (xii) public facilities;
- (xiii) fundamental fairness in land use regulation; and
- (xiv) *considerations of surrounding land uses to balance the foregoing purposes with a landowner’s private property interests and associated statutory and constitutional protections.*

Utah Code Ann. § 17-27a-102. While the County Commission still appears to have broad discretion, I would caution that Utah Code Ann. § 17-27a-102 (1)(b)(xiv) causes concern for legal actions if the Commission fails to support its decisions with the above purposes and standards.

**SUMMARY:**

Staff received an application proposing an amendment to the Whisper Ridge at Stone Canyon Development Agreement to remove the requirement for professional management of common areas. The proposed amendment is minor in scope and updates the approved concept plan. No other changes are proposed. The applicant submitted the following narrative:

*“We met with the county commission to discuss removing the requirement for professional property management of our common spaces and were admonished to submit an amendment to the Development Agreement.”*

*“We are merely removed the professional management company requirement so that we can self managed things as we build up our reserves and pay for much needed maintenance.*

The applicant submitted the proposed amendment text as Exhibit C of this staff report.

**STAFF RECOMMENDATION:**

Staff finds that the applicant's proposal to amend the Development Agreement to remove the requirement for professional management of common areas is aligned with good planning practices. Based on this review, staff presents the following findings for consideration:

Findings:

1. *That the proposal is not detrimental to the health, safety, and welfare of the public.*
2. *That removing the professional management requirement allows the community to self-manage common areas while reserves are built and maintenance needs are addressed.*
3. *That the amendment maintains the intent of the Development Agreement and does not alter approved land use standards, required improvements, or overall development density.*

**PUBLIC NOTICE, MEETINGS, COMMENTS**

- ✓ Public Notice was submitted to the State of Utah Public Notice website on December 29, 2025; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on December 29, 2025.
- ✓ Notices to property owners within 1000’ feet of the proposed use were mailed a Public Notice on December 29, 2025.
- ✓ A sign was posted on the site on December 29, 2025.

## **SAMPLE MOTIONS:**

**Recommended Motion for *Approval*** – “I move we approve an amendment to the Whisper Ridge at Stone Canyon Development Agreement to remove the requirement for a professional property manager to maintain the common open space, with the findings as listed in the staff report and based on the text listed in Exhibit C dated January 20, 2026.”

**Recommended Motion for *Approval with Additional Changes*** – “I move we approve an amendment to the Whisper Ridge at Stone Canyon Development Agreement to remove the requirement for a professional property manager to maintain the common open space, with the findings as listed in the staff report and based on the text listed in Exhibit C dated January 20, 2026, with the following corrections:”

1. List any corrections...

**Recommended Motion for *Denial*** – “I move we deny an amendment to the Whisper Ridge at Stone Canyon Development Agreement, *due to the following findings:*”

1. List any findings...

## **SUPPORTING DOCUMENTATION**

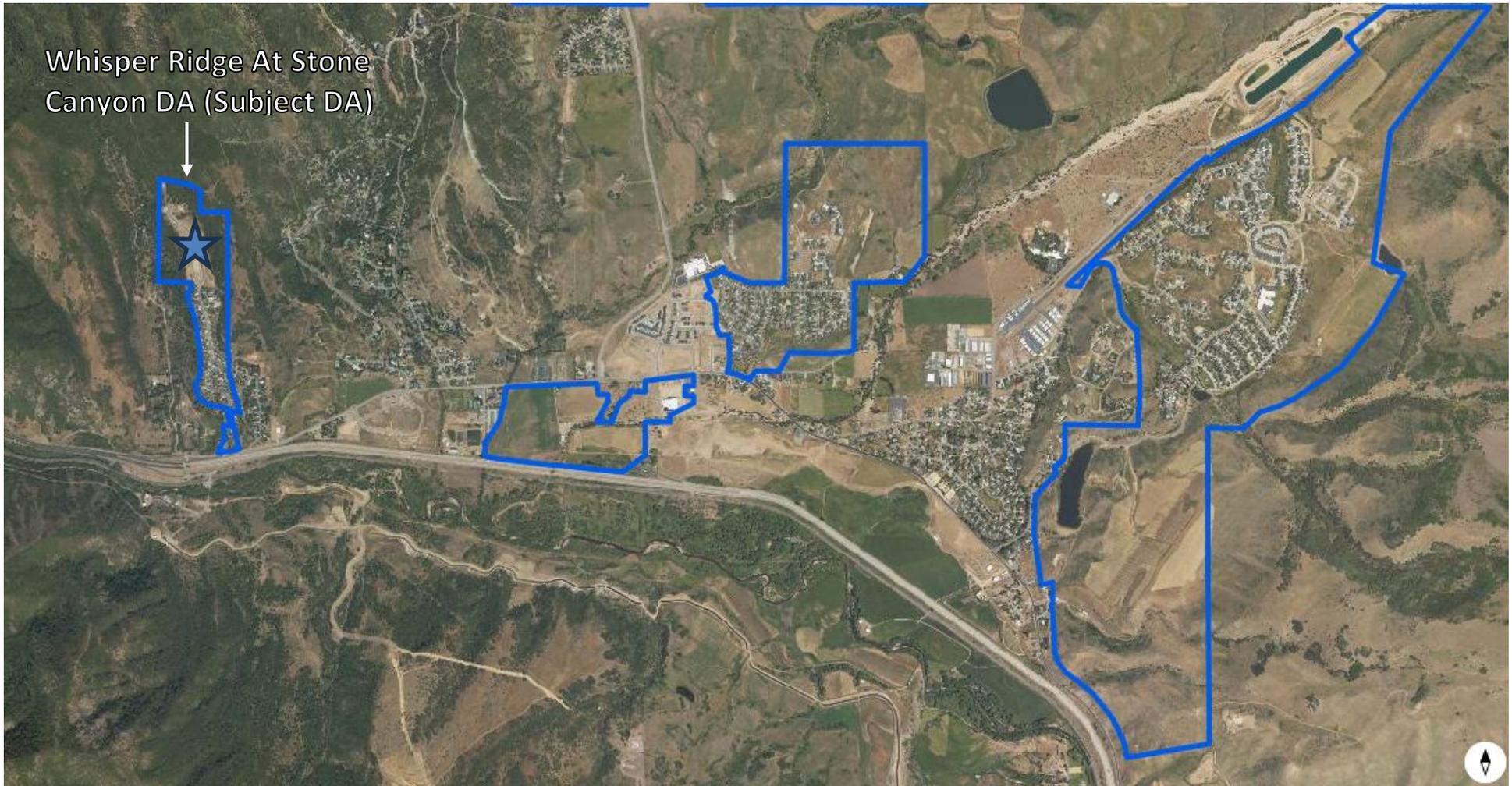
### **Attachments:**

Exhibit A: Vicinity Map

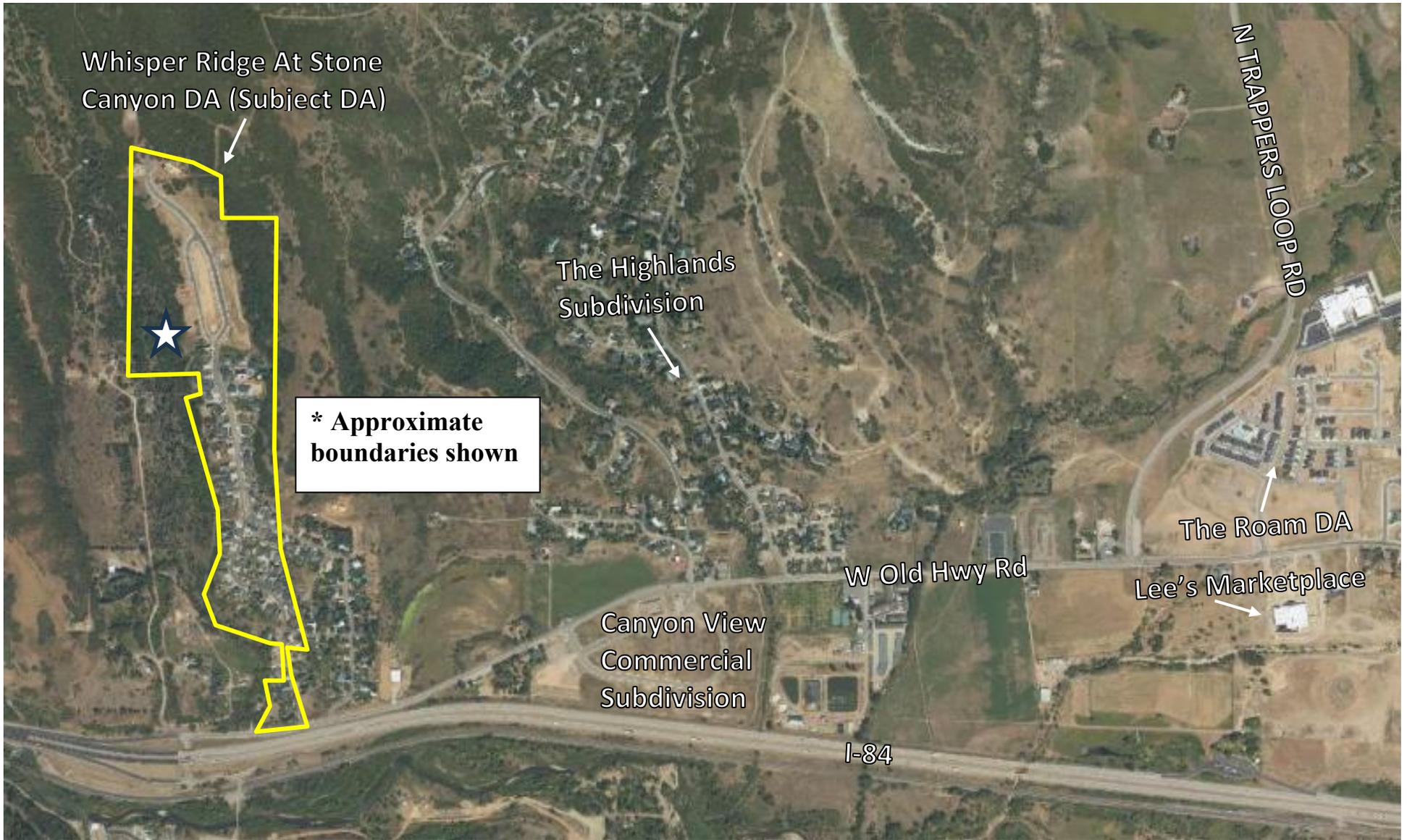
Exhibit B: Whisper Ridge at Stone Canyon Development Agreement - Recorded

Exhibit C: Whisper Ridge at Stone Canyon Development Agreement Amendment - Proposal

**Exhibit A: Vicinity Map**



**Exhibit A: Vicinity Map**



**Exhibit B: Whisper Ridge at Stone Canyon Development Agreement - Recorded**

Ent 108742 Bk 251 Pg 617  
Date: 06-AUG-2007 11:41AM  
Fee: \$101.00 Check  
Filed By: CRB  
BRENDA NELSON, Recorder  
MORGAN COUNTY

**WHISPER RIDGE AT STONE CANYON DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 27<sup>th</sup> day of July, 2007, effective July 27, 2007 (the "Effective Date"), by and between WHISPER RIDGE DEVELOPMENT, LLC, a Utah limited liability company, (hereinafter called "Developer"), and MORGAN COUNTY, a political subdivision of the State of Utah (hereinafter called the "County"). Developer and the County are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between Developer and the County involving the same Property (defined below).

**RECITALS**

A. The County, acting pursuant to its authority under Utah Code Annotated, Section 17-27-101, *et seq.*, and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, has made certain determinations with respect to the proposed Planned Residential Unit Development ("PRUD") and, therefore, has elected to approve and enter into this Agreement in order to advance the policies, goals, and objectives of the County, and the health, safety, and general welfare of the public.

B. Developer has a legal interest in certain real property consisting of approximately 88.3 acres located in the County as described in Exhibit "A" attached hereto. Upon development of this initial parcel of real property, Developer intends to expand the size of the development from time to time, which expansion will require further approval from the County. Developer acknowledges that for any development in excess of the approximately 88.3 acres of real property described in Exhibit "A" (herein referred to as the "Property"), Developer will be required to enter into a new Development Agreement or an amendment to this Development Agreement, as determined by the County.

C. Developer intends to develop the real property described in Exhibit "A" as a planned residential unit development (PRUD) with mixed uses consisting of one hundred twenty-two (122) lots for residential homes. This Development is commonly known as Whisper Ridge at Stone Canyon and is more particularly described in a Plat on file or to be filed with the Morgan County Recorder, which Plat is incorporated herein by reference. As the Project is expanded, additional Plats shall be filed with the Morgan County Recorder.

**Exhibit C: Whisper Ridge at Stone Canyon Development Agreement Amendment - Proposal**

When recorded, return to:

Bert Sheffer  
5821 Deer Crest Ln  
Mountain Green, Utah 84050

**THIRD AMENDMENT TO THE WHISPER RIDGE AT SNOW CANYON  
DEVELOPMENT AGREEMENT**

This Third Amendment to the Whisper Ridge at Snow Canyon Development Agreement (this ("**Amendment**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between MORGAN COUNTY, a political subdivision of the State of Utah (the "**County**") and Whisper Ridge at Stone Canyon Association, a Utah nonprofit corporation (the "**Association**"). The County and the Association may be referred to individually as a "**Party**" or collectively as the "**Parties**".

**RECITALS**

- A. Whisper Ridge at Stone Canyon (the "**Project**") is a residential community located in Morgan County, Utah.
- B. The Project was initially approved for development in 2007 pursuant to that certain Whisper Ridge at Stone Canyon Development Agreement dated July 27, 2007 (the "**Development Agreement**") and recorded on August 6, 2007, as Entry No. 108742.
- C. The original "Developer" in 2007 was an entity known as Whisper Ridge Development, LLC, which thereafter ceased development when the Project was taken over by Bank of American Fork (the "**Bank**"). The Bank subsequently sold the Project to Henry Walker Construction of Northern Utah, LLC ("**Henry Walker**").
- D. The County and Henry Walker entered into a First Amendment to the Development Agreement (the "**First Amendment**"), which was recorded in the Morgan County Recorder's Office on January 22, 2014, as Entry No. 131288.
- E. Oakwood Homes of Utah, LLC ("**Oakwood**") acquired the Project from Henry Walker.

F. The County and Oakwood entered into a Second Amendment to the Whisper Ridge at Stone Canyon Development Agreement (the "**Second Amendment**") which was recorded in the Morgan County Recorder's Office on January 12, 2016.

G. Heights at Whisper Ridge, LLC ("**The Heights**") acquired the Project from Oakwood.

H. The Project is subject to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whisper Ridge at Stone Canyon (the "**CCRs**") executed and recorded on December 11, 2012, in the Morgan County Recorder's Office as Entry 127826, as amended by that certain Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whisper Ridge at Stone Canyon dated November 17, 2014 and recorded in the Morgan County Recorder's Office on November 18, 2014 as Entry No. 133409.

I. Pursuant to the CCRs, Whisper Ridge at Stone Canyon Association, a Utah nonprofit corporation (the "**Association**") was incorporated to govern the Project.

J. As the result of its acquisition of the Project, The Heights became the successor "**Declarant**" under the CCRs and during the period of administrative control, had sole control of the Association.

K. Pursuant to the CCRs, on March 12, 2025, The Heights, as Declarant, "turned over" the operation and control of the Association to the members of the Association (the "**Turn Over Meeting**").

L. Section 14.1 of the CCRs provides that the Association be professionally managed and that Section 14.1 cannot be amended without the approval of Morgan County.

M. Section 3.1.3 of the Development Agreement requires that the Common Areas of the Project be managed *in accordance with the CCRs*, as the same may be amended, restated, supplemented or otherwise modified from time to time. This section further states, "In no event shall the County be responsible or liable for the enforcement of the Declaration."

N. The last sentence in Section 3.1.17.1 of the Development Agreement states, "The Home Owners' Association shall be required to hire a professional property

management company to manage and maintain all aspects of the Common Area and Trails."

O. In order to reduce its operating expenses, the Association desires the option to manage its operations and affairs (including, but not limited to, the maintenance of the Common Areas) by its directors, officers, other members of the Association and qualified contractors whom the Association may employ from time to time and not be required to only employ professional management.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.1.3 of the Development Agreement shall be amended by adding the following sentence at the end of Section 3.1.3:

Notwithstanding anything set forth in this Section 3.1.3 to the contrary, it is expressly understood and agreed that the Association need not be professionally managed. The Association may be managed by its Directors, Officers, members or such contractors as the Association may reasonably and prudently select.

2. The last full sentence of Section 3.1.17.1 – Maintenance of Open Space and Trails – shall be deleted in its entirety and the following inserted in lieu thereof:

The Common Areas and Trails will not require management or maintenance by a professional management company but shall be managed and maintained by a professional management company hired by the Association, by the Association's Directors, Officers, members and/or by such contractors as the Association may reasonably and prudently select.

IN WITNESSETH WHEREOF, this Third Amendment has been entered into by and between the County and the Association as of the date and year first above written.

MORGAN COUNTY:

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

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

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

Attest:

\_\_\_\_\_

MORGAN COUNTY CLERK

STATE OF UTAH )  
 :ss.  
COUNTY OF MORGAN )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who executed the foregoing instrument in his capacity as the Morgan County \_\_\_\_\_, and by \_\_\_\_\_ who executed the foregoing instrument in her capacity as the Morgan County Clerk.

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

NOTARY PUBLIC

WHISPER RIDGE AT STONE CANYON ASSOCIATION

By: \_\_\_\_\_  
Name: Bert Sheffer  
Title: President and Director

STATE OF UTAH )  
 :ss.  
COUNTY OF MORGAN )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2025, by Bert Sheffer, who executed the foregoing instrument in his capacity as the President and Director of the Whisper Ridge at Stone Canyon Association.

\_\_\_\_\_

NOTARY PUBLIC



## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: (435) 800.8724

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

Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

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

Commission Meeting Date: 1/20/26 Time Requested: 15 min  
Name: Joshua Cook Phone: (801) 845-4015  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

**Public Hearing/Discussion/Decision** – *Cottonwoods Development Agreement Amendment*: A request to approve an amendment to the Cottonwoods Development Agreement (“DA”) and the Cottonwoods PUD Overlay District (“PUD”) to remove specific properties from the land area governed by the DA, thereby reverting those properties to parcels within the unincorporated county; and to add additional land from adjoining parcels into the Cottonwoods Development to offset the reduction.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION   
DECISION   
BOTH   
INFORMATION ONLY

PUBLIC HEARING   
PUBLIC MEETING



**PLANNING & DEVELOPMENT**

COUNTY COMMISSION

PUBLIC HEARING

Cottonwoods Development Agreement  
Amendment

January 20, 2026

Staff: Joshua Cook, AICP  
Public Hearing  
January 20, 2026

Application No.: 23.072  
 Applicants: Raymond & Heidi Nettleton, Matt Wilkinson  
 Owners: Mark & Sheila Wilkinson Family Trust Wilkinson Mark H & Sheila R Trustees, Morgan County Cottonwood LLC Nettleton Heidi, Turkey Flats LLC Plyer Eric J, Max & Shauna Wilkinson Family Trust Wilkinson Max Trustee

Project Location: Approx. east and southeast of the boundaries of the Cottonwoods Development Agreement, all within sections 20, 29, 30 and 31 T5N, R2E

Date of Application: October 12, 2023  
 Current Zoning: Rural Residential (RR-1), Rural Residential (RR-5), Agriculture (A-20), Multiple Use (MU-160)

Acreege: Approx. 701.40 acres affected, per applicant-provided information  
 Request: Request to amend the Cottonwoods Development Agreement by removing certain parcels and adding others to offset the change

**REQUEST**

A request to approve an amendment to the Cottonwoods Development Agreement (“DA”) and the Cottonwoods PUD Overlay District (“PUD”) to remove specific properties from the land area governed by the DA, thereby reverting those properties to parcels within the unincorporated county; and to add additional land from adjoining parcels into the Cottonwoods Development to offset the reduction.

**PLANNING COMMISSION SUMMARY**

The Planning Commission heard this item at their regularly scheduled meeting on January 8<sup>th</sup>, 2026. The applicants gave a detailed presentation that included the history of the application, details on the proposed land swap, a synopsis of the recent work session with the County Commission in November 2025, and an overview of the proposed amendments to the development agreement, including changes to amenities, housing types, open space, and trail improvements. There were several comments made during the public hearing portion of the meeting regarding access to amenities, involvement of existing homeowners’ associations, notice of the application, the lack of a geohazards report on file for the proposed properties, and potential impacts associated with proposed changes to open space and future development.

The Planning Commission discussed the item and received clarification from staff regarding the scope of the development agreement, applicability to specific phases, noticing requirements, and the relationship between the development agreement, overlay report, and future subdivision approvals. Staff explained that the amendment applies only to the identified phases and that matters related to amenities, access, and private covenants are enforced by private parties rather than the County. Staff further clarified that geohazard studies and final lot layouts are addressed during the platting process and that conceptual plans do not establish final lot counts. Commission discussion included questions related to density, open space, slope constraints, notification, and consistency between the development agreement and overlay report, as well as potential conditions related to maximum density and proportional development of amenities. The Commission voted to recommend approval of the application with a 3-1 vote; Member Sessions voted nay and Chair Maloney and Member Watt were absent from the meeting.

## **ATTORNEY GUIDANCE**

### **Legislative Review:**

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed zoning change is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the application conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-27a-801(3).

The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.” While I have not seen any case law testing this new standard, I highly recommend that any decisions by the Planning Commission or County Commission include references to the standards in Morgan County Code and Utah State Code to support them and provide a solid basis for review. In that regard, the State Code standards include:

17-27a-102. Purposes — General land use authority — Limitations.

(1)

(a)The purposes of this chapter are to:

- (i)provide for the health, safety, and welfare;
- (ii)promote the prosperity;
- (iii)improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county’s present and future inhabitants and businesses;
- (iv)protect the tax base;
- (v)secure economy in governmental expenditures;
- (vi)foster the state’s agricultural and other industries;
- (vii)protect both urban and nonurban development;
- (viii)protect and ensure access to sunlight for solar energy devices;
- (ix)provide fundamental fairness in land use regulation;
- (x)facilitate orderly growth and allow growth in a variety of housing types; and
- (xi)protect property values.

(b) Subject to Subsection (4) and Section 11-41-103, to accomplish the purposes of this chapter, a county may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county or a designated mountainous planning district, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (i) uses;
- (ii) density;
- (iii) open spaces;
- (iv) structures;
- (v) buildings;
- (vi) energy-efficiency;
- (vii) light and air;
- (viii) air quality;
- (ix) transportation and public or alternative transportation;
- (x) infrastructure;
- (xi) street and building orientation and width requirements;
- (xii) public facilities;
- (xiii) fundamental fairness in land use regulation; and
- (xiv) *considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.*

Utah Code Ann. § 17-27a-102. While the County Commission still appears to have broad discretion, I would caution that Utah Code Ann. § 17-27a-102 (1)(b)(xiv) causes concern for legal actions if the Commission fails to support its decisions with the above purposes and standards.

**Specific Legal Guidance For This Application:** The original Development Agreement was entered into between the County and the developer. The fee owners of the subject property did not execute the Development Agreement, and County Legal has not identified any separate recorded or written instrument affirming the property owners' agreement to be bound by its terms.

At the time the Development Agreement was approved, the property was subject to a phased purchase agreement under which the developer had the option to acquire portions of the property over time. Not all phases were ultimately purchased by the developer. As a result, there are legal concerns regarding whether the owners of the portions of the property not acquired by the developer can be bound by the Development Agreement.

However, the entirety of the property was subsequently rezoned into the Cottonwoods PRUD. That rezoning was a legislative action of the County, adopted following public notice and hearing, during which affected property owners had an opportunity to object or otherwise participate. Accordingly, it is likely that the property is legally subject to the Cottonwoods PRUD ordinance, regardless of whether it is bound by the Development Agreement.

In summary, the Development Agreement is not legally binding on this property; however, the applicable zoning ordinance is. The more appropriate procedure at the time would have been to obtain the property owners' signatures on the Development Agreement or to record a separate instrument expressly binding their property to its terms.

The developer and the original property owners were also involved in separate litigation. The County was not a party to that litigation and takes no legal position regarding those matters. County Legal has not evaluated any potential issues arising from that litigation, as they do not affect the County’s legal obligations.

**SUMMARY**

Staff received an application proposing the removal of specific parcels of land from the Cottonwoods Master Plan. This legislative action is associated with an amendment to the Cottonwoods DA and PUD. The affected parcels were originally included in Phase 9 of the Cottonwoods Master Plan (see Exhibit “C” or “D”). Staff has reviewed the application and the proposed changes. The applicant’s request seeks to withdraw these parcels from the development agreement and PUD ordinance codified in the Morgan County Code as § 155.465 Cottonwoods PUD Overlay District. The parcels would revert to the underlying agricultural zoning provisions, consistent with the County’s land use and management objectives.

Staff wishes to provide the following parcel data to clarify the properties included in this proposal. Approximately 701.40 acres are indicated by the applicant as being affected by this request. One parcel, with the applicable parcel number ending in 2927, appears to be split on the zoning map but is a single parcel with one legal description. For clarity, staff will refer to the “upper portion” and “lower portion” of the parcel in the table below. See the table below for parcel numbers, serial numbers, and total parcel acreage; however, only portions of each parcel are included in the proposed land swap:

<b>Parcel Number</b>	<b>Serial Number</b>	<b>Total Acreage</b>
00-0088-2927	03-005-133-01-2-1 (Upper Portion)	10.73 ac
00-0088-2927	03-005-133-01-2-1 (Lower Portion)	156.45 ac
00-0083-5583	03-005-133-01-3	27.02 ac
00-0065-7539	03-005-106	422.40 ac
00-0002-7282	01-005-106	240.00 ac
00-0092-3775	07-005-106-02	39.00 ac
00-0086-3046	03-005-108-14-2-1	52.76 ac
00-0086-2622	03-005-108-14-1	61.91 ac

The applicant submitted the following narrative as a letter to the Morgan County Planning & Development Services office:

*“Together, the owners of the parcels in Phase 6 and 9 of the Cottonwoods Development Zone are requesting changes to the Cottonwoods Development Agreement in the form of Amendment #3.*

*In 2006 when the Development Agreement was signed with the County it encumbered land with the developer’s vision for the entire property. The problem is the developer never exercised an option to purchase all the property, so our property was encumbered but never paid for. This stripped all building options from the Mark Wilkinson Family Trust property in Phase 9 and created a requirement to build an equestrian center on Phase 6 which is no longer possible due to the construction of Northside Creek Ski Lake.*

*In 2023, Mark's Trust formally approached Morgan County about withdrawing from the Development Agreement Zone. As a standalone request, this was difficult because it threw off the maximum density calculation on the 1036-acre rezone area. In 2021 Morgan County Cottonwoods approached Morgan County about some development on the fringe of their property abutting the Cottonwoods. They obtained a change to the future land use plan (Ref. 21.037) to allow R1 density on 23 acres as part of a future rezone zone. It was not known how this would blend into the Cottonwood area infrastructure, so the rezone was not completed.*

*The solution evolved to remove the Mark Family Trust land from the Development Agreement area and replace it with an equivalent ~193 acres belonging to Morgan County Cottonwoods. This keeps the Development Agreement area and dwelling density almost the same as the original. The property removed will revert to the A-20 zone.*

*The new concept plan for Phase 6 and 9 (including the revised area) provides for a maximum of 253 dwelling units on the 434 acres affected by Amendment #3. Proposed dwelling unit density per acre is .58 as opposed to the total average density for the entire Cottonwoods which is .85. We are committing to provide over 4 miles of community trails, 2 community parks and preserving a minimum of 260 acres as perpetual open space. Our open space equates to ~60% by area vs. the 40% required in the original development agreement.*

*We hope that the Council and Community will embrace Amendment #3 and see that it solves several problems while keeping Mountain Green a desirable place to live for all."*

## **ANALYSIS**

At the time the original staff report was presented to the Planning Commission in 2024, staff did not recommend approval of the applicant's request to remove specific parcels from the Cottonwoods Development Agreement. The proposed removal of acreage that was originally included in the open space calculations raised concerns regarding the integrity of the development's open space framework while also limiting the applicant's ability to utilize the property in a manner consistent with its zoning. The revised request proposes a reconfiguration of lands within the DA and PUD Overlay District rather than a net reduction in acreage, thereby addressing these concerns by maintaining the overall open space balance while allowing for a more appropriate allocation of uses.

As revised, the proposal aligns with sound planning principles by preserving long-term agricultural use and low-density residential patterns through an amended conceptual layout. If the Commission finds merit in the applicant's request, the following findings may be considered:

### **Findings:**

- 1. That the proposal is not detrimental to the health, safety, and welfare of the public.*
- 2. That the proposal aligns with the County's long-term vision for agricultural preservation and responsible land management.*
- 3. That the proposed amendment allows the property to be used in a manner consistent with its zoning designation through a mutually acceptable reconfiguration of land within the Development Agreement.*

4. That the proposal maintains the overall integrity of the Cottonwoods Development Agreement by preserving open space objectives while allowing for an appropriate allocation of land uses.
5. That the affected land added to the Development Agreement and PUD would allow for a 1-to-1 exchange to maintain the open space area.

**PUBLIC NOTICE, MEETINGS, COMMENTS**

- ✓ Public Notice was submitted to the State of Utah Public Notice website on December 29, 2025; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on December 29, 2025.
- ✓ Notices to property owners within 1000’ feet of the proposed use were mailed a Public Notice on December 29, 2025.
- ✓ A sign was posted on the site on December 29, 2025.

**SAMPLE MOTION**

Motion for *Approval* – “I move we approve an amendment to the Cottonwoods Development Agreement and PUD Overlay District to reconfigure certain parcels within the development, as outlined in the staff report, based on the text listed in Exhibit A of the staff report dated January 20, 2026.”

Motion for *Approval* with *additional changes* – “I move we approve an amendment to the Cottonwoods Development Agreement and PUD Overlay District to reconfigure certain parcels within the development, as outlined in the staff report, based on the text listed in Exhibit A of the staff report dated January 20, 2026, with the following corrections:”

1. List any corrections...

Motion for *Denial* – “I move we deny an amendment to the Cottonwoods Development Agreement and PUD Overlay District to reconfigure certain parcels within the development, *due to the following findings:*”

1. List any additional findings...

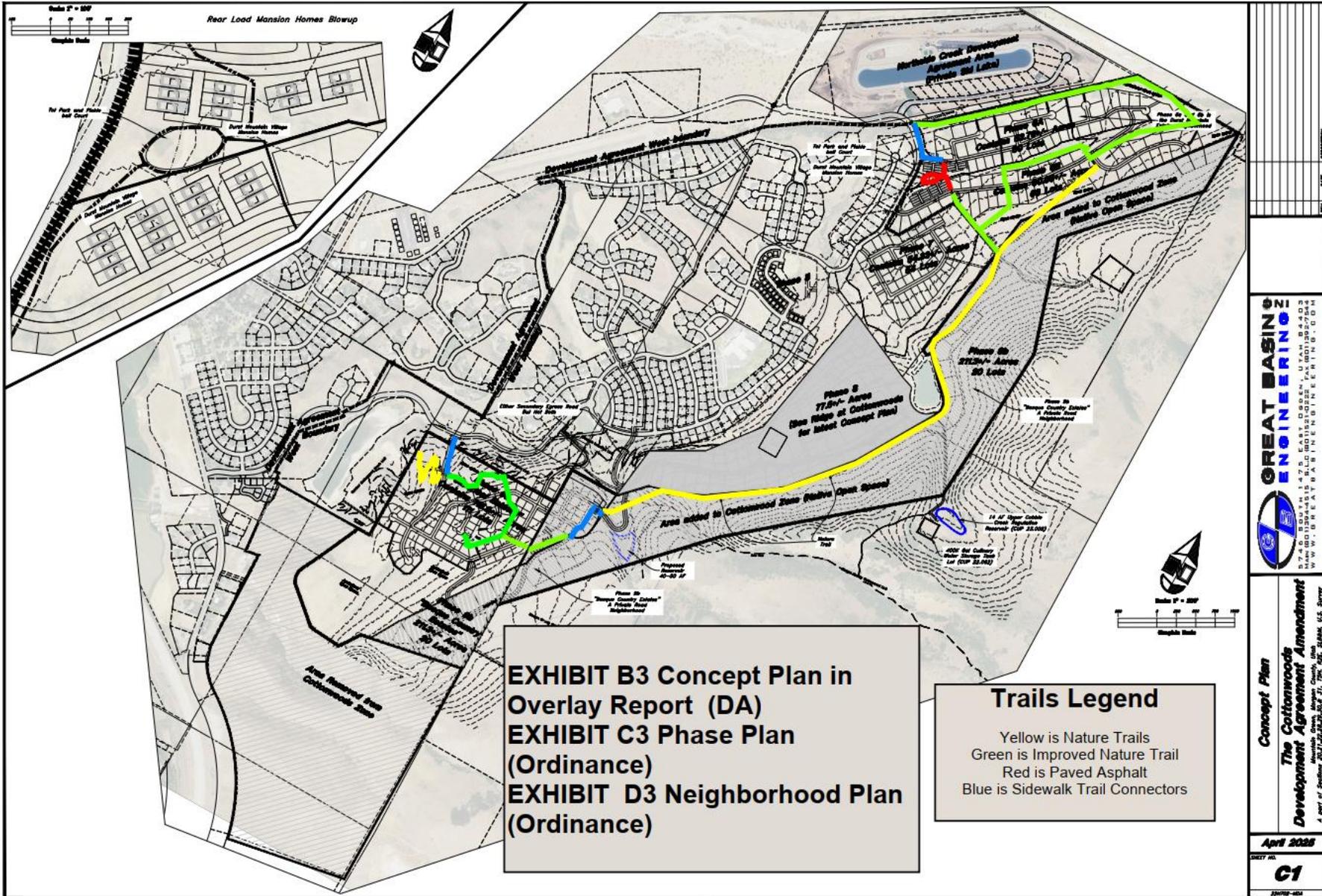
**Supporting Information**

- Exhibit A: Vicinity Map
- Exhibit B: Proposed Concept Plan
- Exhibit C: Exact Parcels To Be Traded
- Exhibit D: Cottonwoods Development Agreement Phasing - Neighborhood plans
- Exhibit E: Original Cottonwoods Master Plan
- Exhibit F: Legal Descriptions
- Exhibit G: Application
- Exhibit H: Proposed Amendment
- Exhibit I: Proposed PUD Amendment

**Exhibit A: Vicinity Map**



**Exhibit B: Proposed Concept Plan**



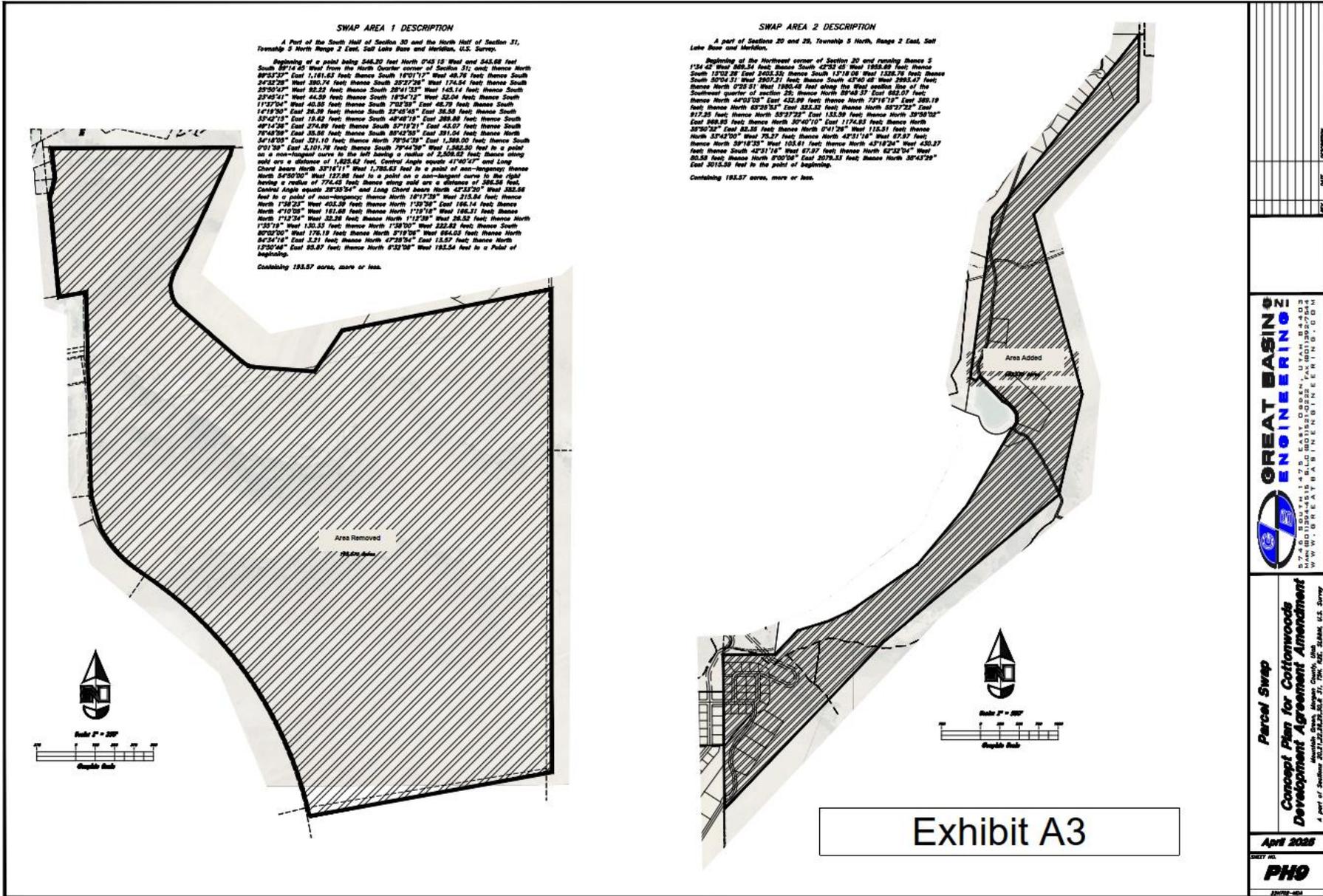
**GREAT BASIN ENGINEERING**  
 5745 S. 1475. EAST DRUM U.S. 89.453  
 HANBOLD, MISSOURI 64508 FAX 801.382.7514  
 WWW.GREATBASINENGINEERING.COM

**Concept Plan**  
**The Cottonwoods**  
**Development Agreement Amendment**  
 A part of Section 20.17.02.02, 20.17.02.03, 20.17.02.04, 20.17.02.05, 20.17.02.06, 20.17.02.07, 20.17.02.08, 20.17.02.09, 20.17.02.10, 20.17.02.11, 20.17.02.12, 20.17.02.13, 20.17.02.14, 20.17.02.15, 20.17.02.16, 20.17.02.17, 20.17.02.18, 20.17.02.19, 20.17.02.20, 20.17.02.21, 20.17.02.22, 20.17.02.23, 20.17.02.24, 20.17.02.25, 20.17.02.26, 20.17.02.27, 20.17.02.28, 20.17.02.29, 20.17.02.30, 20.17.02.31, 20.17.02.32, 20.17.02.33, 20.17.02.34, 20.17.02.35, 20.17.02.36, 20.17.02.37, 20.17.02.38, 20.17.02.39, 20.17.02.40, 20.17.02.41, 20.17.02.42, 20.17.02.43, 20.17.02.44, 20.17.02.45, 20.17.02.46, 20.17.02.47, 20.17.02.48, 20.17.02.49, 20.17.02.50, 20.17.02.51, 20.17.02.52, 20.17.02.53, 20.17.02.54, 20.17.02.55, 20.17.02.56, 20.17.02.57, 20.17.02.58, 20.17.02.59, 20.17.02.60, 20.17.02.61, 20.17.02.62, 20.17.02.63, 20.17.02.64, 20.17.02.65, 20.17.02.66, 20.17.02.67, 20.17.02.68, 20.17.02.69, 20.17.02.70, 20.17.02.71, 20.17.02.72, 20.17.02.73, 20.17.02.74, 20.17.02.75, 20.17.02.76, 20.17.02.77, 20.17.02.78, 20.17.02.79, 20.17.02.80, 20.17.02.81, 20.17.02.82, 20.17.02.83, 20.17.02.84, 20.17.02.85, 20.17.02.86, 20.17.02.87, 20.17.02.88, 20.17.02.89, 20.17.02.90, 20.17.02.91, 20.17.02.92, 20.17.02.93, 20.17.02.94, 20.17.02.95, 20.17.02.96, 20.17.02.97, 20.17.02.98, 20.17.02.99, 20.17.03.00

**April 2026**  
**C1**

[Click here to view a full-size .pdf version](#)

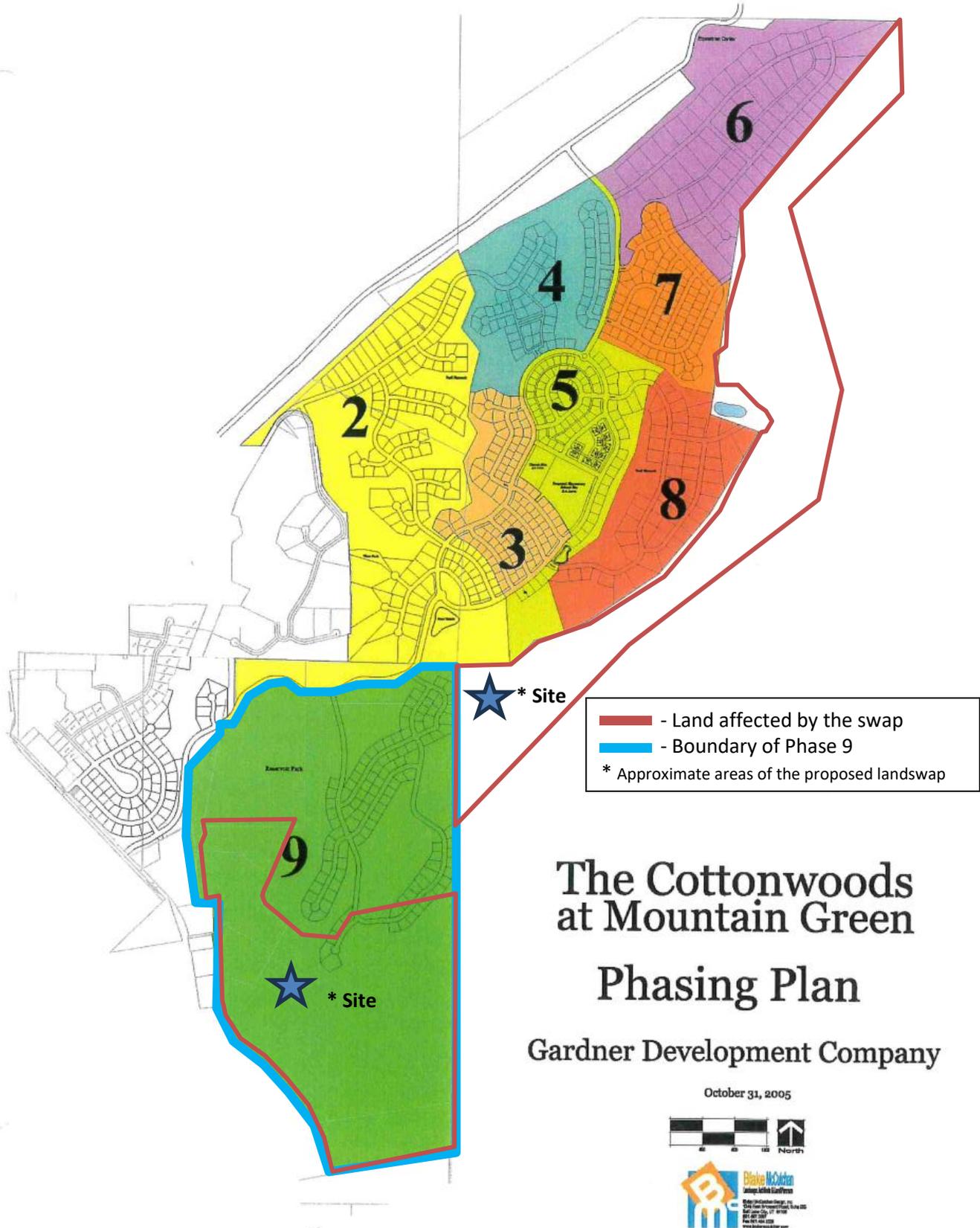
**Exhibit C: Exact Parcels To Be Traded**

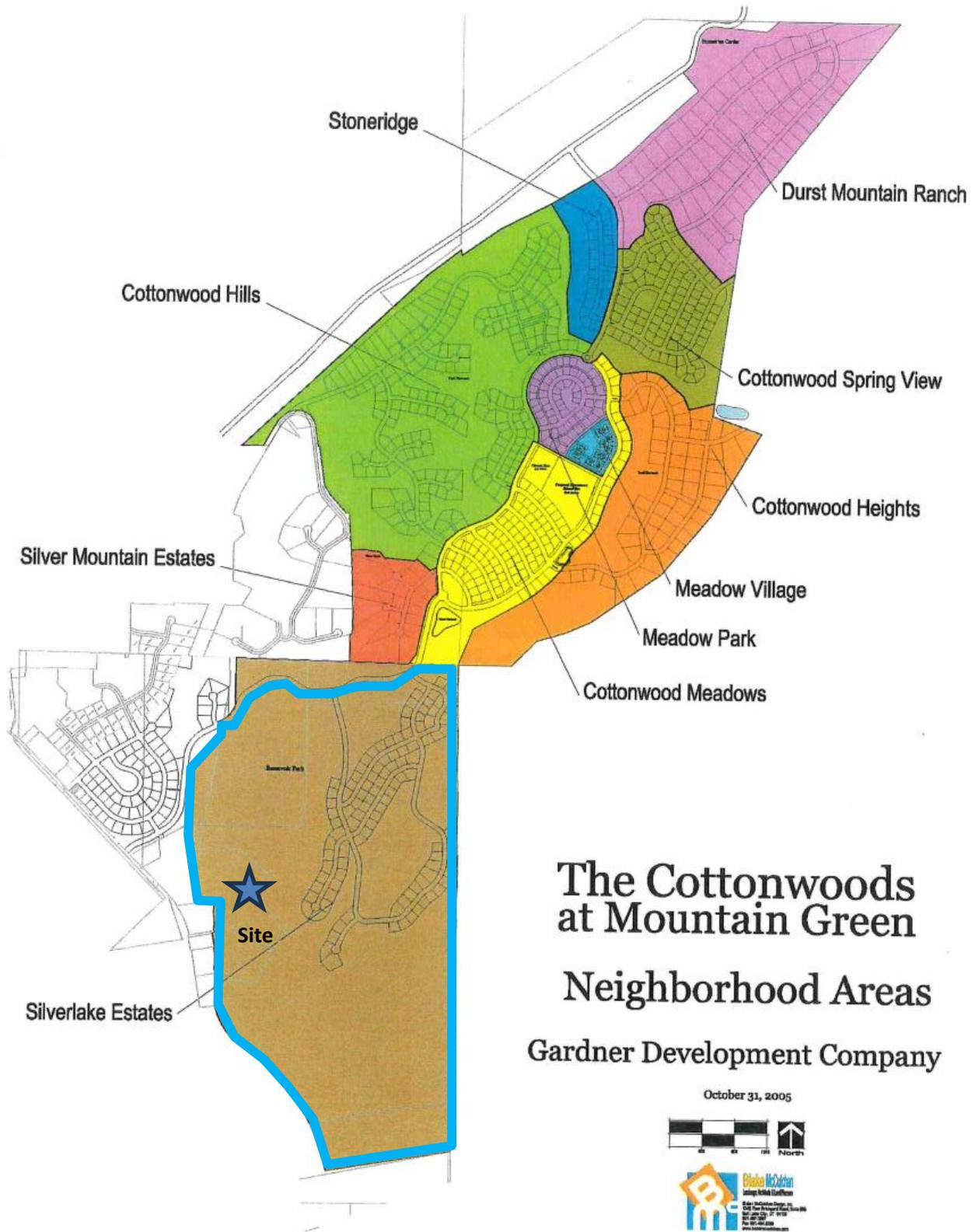


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Parcel Swap  
 Concept Plan for Cottonwoods  
 Development Agreement Amendment  
 Mountain View, Morgan County, Utah  
 A part of Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

APRIL 2025  
 SHEET NO.  
**PHO**  
 202504-004





# The Cottonwoods at Mountain Green

## Neighborhood Areas

Gardner Development Company



# A Master Plan Unlike Any Other

The Cottonwoods at Mountain Green is much more than a mortar-and-bricks development—it's a close-knit community specifically designed to complement and enhance the natural landmarks and rural lifestyle of Morgan County. No other planned community is as green and open and unique as ours; in fact, we invite you to research other communities and compare.

## Our one-of-a-kind master plan includes:

- Over 600 acres of open spaces and neighborhood parks (more than 50% of the total area)
- Extensive network of walking & nature trails
- Sites for an elementary school and church
- Silver Lake Reservoir
- Community center
- Equestrian center



Image Source: [cottonwoods\\_masterplan.pdf\(cottonwoodsmg.com\)](http://cottonwoods_masterplan.pdf(cottonwoodsmg.com))

## **Exhibit F: Legal Descriptions**

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### **SWAP AREA 1 DESCRIPTION**

A Part of the South Half of Section 30 and the North Half of Section 31, Township 5 North Range 2 East, Salt Lake Base and Meridian, U.S. Survey.

Beginning at a point being 546.20 feet North 0°45'15" West and 543.68 feet South 89°14'45" West from the North Quarter corner of Section 31; and thence North 89°53'37" East 1,161.63 feet; thence South 16°01'17" West 49.76 feet; thence South 24°32'28" West 390.74 feet; thence South 25°27'26" West 174.54 feet; thence South 25°50'47" West 92.22 feet; thence South 28°41'33" West 145.14 feet; thence South 23°45'41" West 44.59 feet; thence South 18°54'12" West 32.04 feet; thence South 11°37'04" West 40.55 feet; thence South 7°02'59" East 48.79 feet; thence South 14°19'50" East 26.39 feet; thence South 22°45'45" East 36.58 feet; thence South 33°42'15" East 19.62 feet; thence South 48°48'19" East 289.88 feet; thence South 49°14'36" East 274.99 feet; thence South 57°19'21" East 43.07 feet; thence South 76°48'59" East 35.56 feet; thence South 85°42'55" East 391.04 feet; thence North 34°18'05" East 321.10 feet; thence North 78°54'39" East 1,369.00 feet; thence South 0°01'59" East 3,101.78 feet; thence South 79°44'59" West 1,582.50 feet to a point on a non-tangent curve to the left having a radius of 2,509.62 feet; thence along said arc a distance of 1,825.62 feet, Central Angle equals 41°40'47" and Long Chord bears North 33°16'11" West 1,785.63 feet to a point of non-tangency; thence North 54°50'00" West 127.98 feet to a point on a non-tangent curve to the right having a radius of 774.45 feet; thence along said arc a distance of 386.56 feet, Central Angle equals 28°35'54" and Long Chord bears North 42°33'20" West 382.56 feet to a point of non-tangency; thence North 16°17'39" West 215.84 feet; thence North 1°38'23" West 403.39 feet; thence North 1°39'58" East 166.14 feet; thence North 4°10'05" West 161.68 feet; thence North 1°19'18" West 166.31 feet; thence North 1°12'34" West 32.26 feet; thence North 1°12'39" West 26.52 feet; thence North 1°35'19" West 130.33 feet; thence North 1°38'00" West 222.82 feet; thence South 80°02'00" West 176.19 feet; thence North 5°19'06" West 664.03 feet; thence North 84°34'16" East 3.21 feet; thence North 47°28'54" East 1.37 feet; thence North 31°50'46" East 95.87 feet; thence North 6°32'08" West 193.54 feet to a Point of beginning.

Containing 193.57 acres, more or less.

---

### **SWAP AREA 2 DESCRIPTION**

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

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

Containing 193.57 acres, more or less.

**Exhibit G: Original Development Agreement**

lot 104097 B 234 p 323  
Date: 18-AUG-2006 1:44PM  
Fee: \$48.00 Check  
Filed By: AKT  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: GARDNER COTTONWOOD CREEK L C

When Recorded, Please Return to:

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

DEVELOPMENT AGREEMENT  
FOR THE COTTONWOODS AT MOUNTAIN GREEN,  
MORGAN COUNTY, UTAH

**THIS DEVELOPMENT AGREEMENT FOR THE COTTONWOODS AT MOUNTAIN GREEN, MORGAN COUNTY, UTAH** (this "Agreement") is entered into as of this 9<sup>th</sup> day of August, 2006, by and between GARDNER COTTONWOOD CREEK, L.C., a Utah limited liability company ("**Developer**"), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through its County Council (the "**County**").

**RECITALS:**

A. Developer owns or has the contractual right to acquire approximately 1,036.08 acres of land located in Morgan County, Utah, commonly known as The Wilkinson Dry Farm and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**"), on which Developer has proposed the development of a master planned community in accordance with the site plan shown in Section 3 of the Overlay Report (defined below) (the "**Site Plan**") and more particularly known as the Cottonwoods at Mountain Green.

B. Pursuant to a duly noticed public hearing on June 17, 2004, the County's Planning Commission voted to recommend to the County Council that the Property be rezoned from A-20 and MU-160 to RR-1 and RR-5.

C. Pursuant to a duly noticed public hearing on July 20, 2004, the County Council considered and adopted the recommendation of the County's Planning Commission and the Property was rezoned from A-20 and MU-160 to RR-1 and RR-5 (the "**Zone Change**").

D. Pursuant to the County's Ordinance Nos. CO-06-16 (the "**Overlay Ordinance**") the Developer submitted to the County, and after appropriate public hearings the County conditionally approved the proposed PUD Overlay Zone Change for "The Cottonwoods at Mountain Green", dated July 5, 2005 (the "**Cottonwoods Concept Plan**"), which Cottonwoods Concept Plan constitutes a PUD overlay zone amendment.

E. The Overlay Ordinance requires that Developer and County negotiate and adopt a development agreement which advances the policies, goals and objectives of the Morgan County

**Exhibit H: Proposed Development Agreement Amendment**

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

AMENDMENT #3 TO DEVELOPMENT AGREEMENT  
FOR THE COTTONWOODS AT MOUNTAIN GREEN,  
MORGAN COUNTY, UTAH

THIS AMMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between TURKEY FLATS LLC A Utah limited company, MOUNTAIN GREEN INVESTMENTS LP a Utah limited company, MAX WILKINSON an individual, and MORGAN COUNTY COTTONWOODS LLC a Utah limited Company (“Developer”), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through County Council (the “County”).

RECITALS

- 1) On October 12, 2004 Gardner Cottonwood Creek recorded “Declaration of Covenants, restrictions, and Easements for the Cottonwoods at Mountain Green”
- 2) On August 9, 2006, Developer and County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah (the “Development Agreement”), which Development Agreement was recorded in the office of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323. Capitalized terms used, but not otherwise defined herein, shall have their meanings set forth in the Development Agreement.
- 3) On August 21 2006 Ordinance No. CO6-16 was recorded “An ordinance of Morgan County Amending the Morgan County Land Use Management Code and Zoning Map and establishing an effective date” was recorded.
- 4) Gardener Cottonwood Creek LLC and their affiliates have completed or are completing Phases 1-4, 5 and 7 of the Development Agreement Area.
- 5) Phases 6, 8 and 9 has not been through preliminary plat review.
- 6) On April 30, 2015 Wilkinson Family Farms LLC and Gardner Cottonwood Creek LLC entered into a “Settlement Agreement” in which Paragraph 5 outlines “The Future Development of Acquired Phases and the Remaining Property” and 5b which outlines the “Assignment of the Development Agreement”.
- 7) The Settlement Agreement referenced in (6) recognizes that Gardner Development did not purchase the “Remaining Property”
- 8) Wilkinson Family Farms LLC never signed the 2004 declaration or the 2006 Development Agreement.
- 9) The Mark and Sheila Wilkinson Family Trust, Turkey Flats LLC, Mountain Green Investments LP, and Max and Shauna Wilkinson Family Trust are successors to Wilkinson

**Exhibit I: Proposed PUD Amendment**

**ORDINANCE NO. CO-06-16**

AN ORDINANCE OF MORGAN COUNTY AMENDING THE MORGAN COUNTY LAND USE MANAGEMENT CODE AND ZONING MAP AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Morgan County Desires to amend its Land Use Management Code with respect to the regulations relating to the establishment of the Cottonwoods PUD Overlay Zone: and

WHEREAS, Morgan County desires to amend its Zoning Map with respect to the regulations relating to the establishment of the Cottonwood PUD Overlay Zone; and

WHEREAS, the Morgan County Planning Commission has reviewed said Land Use Management Code & Map Amendments and held a duly noticed public hearing on said amendments on **January, 8<sup>th</sup> 2036; and**

WHEREAS, the Morgan County Planning Commission has made a favorable recommendation to the County Council with respect to said Land Use Management Code & Map amendments at a duly noticed meeting held on **MONTH, xx 2025: and**

WHEREAS, the Morgan County Council has reviewed said Land Use Management Code & Map amendments and held a duly noticed public hearings on said amendments on **MONTH XX, 2025 held on MONTH, xx; and**

WHEREAS, the Morgan County Council has made findings that the proposed amendments are in accord with the comprehensive general plan, goals and policies of the county and that changed or changing conditions make the proposed amendments reasonably necessary to carry out the purposes stated in the Land Use Management Code.

NOW THEREFORE, be it ordained by the Morgan County Council that the Morgan County Land Use Management Code and Land Use Zoning Map be amended as follows:

**RESOLUTION CR 26-08**

**A RESOLUTION OF THE MORGAN COUNTY COMMISSION APPOINTING JASON MURRAY TO THE MORGAN COUNTY ECONOMIC OPPORTUNITY BOARD.**

**WHEREAS**, under Utah Code § 17-54-104 (S.B. 95 2020), the County must create a County Economic Development Board ("CED Board") in order to be eligible for the rural county grant program established in Utah Code § 17-54-103 which was created with Resolution CR 20-04 on 15 September 2020; AND

**WHEREAS**, House Bill 438 (2021) repealed § 17-54-103 and created Utah Code § 63N-4-803 of which Morgan County's Economic Opportunity Board ("CEO Board") now operates under in its original capacity; AND

**WHEREAS**, Board Member John Barber, who was the representative of the private sector with economic development experience, resigned effective December 31, 2025 leaving an unexpired term; AND

**WHEREAS**, the Morgan County Commission did advertise and receive application to fill the vacated seat and has nominated Jason Murray and found him to meet the requirements of the seat;

**NOW THEREFORE, BE IT RESOLVED**, that the Morgan County Commission does hereby affirm and appoint Jason Murray to the Morgan County Economic Opportunity Board to fill the vacated seat with that expires December 31, 2029.

**PASSED AND ADOPTED this 20<sup>th</sup> day of January 2026.**

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

\_\_\_\_\_  
Garrett Smith, Morgan County Attorney

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

## Kate Becker

---

**From:** Raelene Blocker  
**Sent:** Saturday, January 10, 2026 7:24 PM  
**To:** Kate Becker  
**Subject:** Fw: Morgan County Community Economic Opportunity Board

Jason Murray sent me an email saying he would be willing to serve as a private citizen on the CEO board. He would be awesome! He is a very, very successful businessman. Should I send this email to the board?

Thanks,

Raelene

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---

**From:** Raelene Blocker <rBlocker@morgancountyutah.gov>  
**Sent:** Saturday, January 10, 2026 7:19:59 PM  
**To:** Jason Murray [REDACTED] >  
**Subject:** Re: Morgan County Community Economic Opportunity Board

Thank you so much for your willingness to serve. I will present your name before the board and let you know if they approve. Have a great rest of your weekend.

Raelene

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**From:** Jason Murray [REDACTED] >  
**Sent:** Saturday, January 10, 2026 11:27:30 AM  
**To:** Raelene Blocker <rBlocker@morgancountyutah.gov>  
**Subject:** Morgan County Community Economic Opportunity Board

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

Commissioner Blocker,

Thank you for the invite to serve on the County Economic Opportunity Board. I would be willing to serve for the term outlined in your text.

Please let me know what information you may need from me.

Thank you.

**Jason Murray**  
Chairman and CEO



90 S 400 W, Suite 700, Salt Lake City, Utah 84101



*This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all versions and copies of the original message.*

November 8, 2025

Morgan County  
Attn: Kate Becker  
48 West Young Street  
Morgan, Utah 84050

Dear Kate,

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

Take good care.

John Barber  
CEO Board Chairman.



# National Day of the American Cowboy 2026 Nomination Form

## About the National Day of the American Cowboy

The National Day of the American Cowboy is a United States observance held annually in July. Established by a U.S. Senate resolution in 2005, it honors the enduring legacy and contributions of the American cowboy—a symbol of the nation's pioneering spirit and rugged individualism.

This day celebrates the cowboy's vital role in the shaping of the American West and the continued impact of Western heritage on today's culture. Cowboys and cowgirls are recognized not only for their historical contributions to ranching and cattle-driving but also for exemplifying the values that define the American character: hard work, honesty, integrity, self-reliance, and patriotism.

*Please note: This is a nomination form only. Selected recipients will be officially notified by letter from the Ogden Pioneer Days Selection Committee.*

## **MORGAN COUNTY PUBLIC DEFENDER CONTRACT**

This Agreement is made and entered into this 20th day of January, 2026, by and between Morgan County, a political subdivision of the State of Utah, hereinafter referred to as the “County”, and McKay Law Group, hereinafter referred to as “McKay”.

### **RECITALS**

**WHEREAS**, pursuant to the Indigent Defense Act, as set forth in Title 78B, Chapter 22 Utah Code Ann., County has the responsibility to provide legal counsel to every indigent person who faces the substantial probability of deprivation of his or her liberty; and

**WHEREAS**, McKay has attorneys that are members of the Utah State Bar Association in good standing and admitted to practice law before the courts of the State of Utah; and

**WHEREAS**, McKay has experienced indigent defense attorneys and is willing to provide such services to County pursuant to the terms of this Agreement; and

**WHEREAS**, County has determined that it is in its interest to contract with McKay for the provision of indigent defense services;

**NOW THEREFORE**, for the reasons and purposes recited above, and in consideration of the mutual covenants and agreements contained herein, the parties do mutually agree and undertake as follows:

### **SECTION ONE EFFECTIVE DATE AND TERM**

1. This Agreement shall take effect on January 20, 2026.
2. This Agreement shall remain in effect through January 19, 2028, with an option to extend for one additional year upon written mutual agreement of the parties.
3. Either party may terminate this Agreement at any time by giving at least 120 days written notice of its intent to withdraw from the Agreement.

### **SECTION TWO SCOPE OF SERVICES**

4. McKay shall provide the following services to County:
  - a. **Defense Counsel for District Court Cases.** McKay shall provide competent legal counsel to any person who is charged with a felony or a misdemeanor in the Morgan County District Court, who is deemed by the court to be indigent, and to whom the court appoints defense counsel. McKay shall represent said individuals

in all criminal matters before the court including scheduling conferences, hearings, trials, probation violation hearings, restitution hearings, and all other matters to ensure adequate representation.

- b. **Defense Counsel for Justice Court Cases.** McKay shall provide competent legal counsel to any indigent person charged with a misdemeanor in the Morgan County Justice Court, who is deemed by the court to be indigent, and to whom the court appoints defense counsel to represent. McKay shall represent indigent defendants in all matters before the justice court including all hearings, trials, and de novo appeals to the District Court, and all other matters required to ensure adequate representation.
- c. **Defense Counsel for Child Welfare Cases.** McKay shall represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
  - i. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services;
  - ii. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and
  - iii. The court has appointed McKay to represent the parent or legal guardian pursuant to Utah Code § 78B-22-203.
- d. **Defense Counsel for Juvenile Delinquency Cases.** McKay shall provide competent legal counsel to any minor defendant where the court appoints McKay pursuant to Utah Code § 78B-22-203. McKay shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
- e. **Defense Counsel for Private Termination Cases.** McKay shall represent and provide competent legal counsel to any parent where the following criteria have been met:
  - i. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
  - ii. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
  - iii. The court has appointed McKay to represent the parent.
- f. **Appellate Counsel.** McKay shall provide the full scope of indigent services up to and including the filing of notice of appeal and docketing statement, but shall not be responsible for any briefs, hearings, or other indigent services on appeal from the District Court.

### **SECTION THREE COMPENSATION**

5. County shall pay McKay \$4,000.00 per month for the services listed above in paragraphs 4(a) through 4(f) starting January 20, 2026, with payments made on a monthly basis.
6. McKay shall submit invoices to County for each month of services and County shall pay invoices within 30 days of receipt.
7. It is understood and agreed that the total monthly cost shall be inclusive of all professional fees and expenses that may be incurred by McKay unless otherwise specified herein.
8. County agrees that if McKay is asked to represent a defendant in a capital defense case, which could result in the death penalty, a separate contract would be crafted to address compensation.
9. Costs for transcripts and reporter services shall be paid by County out of the fund established for that purpose. Requests for transcripts shall be limited, if possible, to those parts, hearings, or trials necessary to address appellate issues.
10. The parties shall discuss the monthly payment amount necessary to provide indigent defense services during the months of August and September of each year. This will allow the County to make any necessary adjustments to its budget for the following year. Adjustments to the payment amount shall go into effect on January 1<sup>st</sup> of each year.

### **SECTION FOUR MISCELLANEOUS**

11. Amendment. This Agreement may be amended by written agreement of the parties.
12. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this agreement.
13. Counterparts. This agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute the same instrument.
14. Documents on File. Executed copies of this Agreement shall be placed on file in the office of the keeper of the records for County and shall remain on file for public inspection during the term of the Agreement.
15. Employee Status and Legal Responsibility. McKay is an independent contractor. Nothing in this Agreement establishes an employer/employee relationship between Morgan County and McKay Law Group. McKay shall be the exclusive decision maker on how to best represent the indigent clients, with no input from the County whatsoever.

16. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties. Any prior agreement or understanding regarding the subject matter of this Agreement is made null and void by the execution of this Agreement.
17. Indemnification. County agrees to indemnify and hold harmless McKay against any and all liabilities, claims, costs, and liabilities arising out of or related to this Agreement that result from the wrongful or negligent acts or omissions of County. McKay agrees to indemnify and hold harmless County against any and all liabilities, claims, costs, and liabilities arising out of or related to this Agreement that result from the wrongful or negligent acts or omissions of McKay.
18. Laws of Utah. It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
19. Jurisdiction. The parties agree to bring any action to enforce the terms of this Agreement in the Second Judicial District Court in Morgan County, Utah.
20. Non-Assignability. Neither party shall transfer or delegate any of its rights, duties, powers, or obligations under this Agreement without the prior written consent of the other party.
21. Severability of Provisions. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters the Agreement. If the invalidation of the provision materially alters the Agreement, the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Morgan County Public Defender Contract to be duly executed, with the effective date written above.

MORGAN COUNTY COMMISSION

By \_\_\_\_\_  
Matthew Wilson, Chair

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

ATTEST:

\_\_\_\_\_  
Leslie Hyde  
Morgan County Clerk/Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
Garrett Smith  
Morgan County Attorney

MCKAY LAW GROUP:

\_\_\_\_\_  
Colton McKay  
Managing Partner

# **Key District Changes provided November 2025 and County Responses**

## **1. Responsibility for Damage to County Improvements**

- District change: Proposed broad language eliminating any District responsibility for damage to County improvements, even if caused by District infrastructure or activities.
- Issue: This conflicted with repair, mitigation, and reimbursement provisions elsewhere in the agreement.
- County response: Clarified that the District is not responsible for design or routine maintenance, but remains responsible for damage caused by District-controlled infrastructure, negligence, or legal violations, and remains subject to coordination and mitigation obligations.

## **2. Condition of Property and Access**

- District change: Added a broad “no warranties” clause regarding property condition.
- Issue: Did not address disclosure of known hazards or ongoing access and drainage obligations.
- County response: Accepted that the property is raw and unimproved, but required disclosure of known hazardous or unusual subsurface conditions and preserved District duties to maintain access, drainage, and repair damage it causes.

## **3. Insurance and Indemnity**

- District change: Added a one-way indemnity requiring the County to indemnify the District.
- Issue: One-sided indemnity is inconsistent with public-entity practice and the Governmental Immunity Act.
- County response: Replaced with mutual, proportional indemnity limited by and subordinate to the Governmental Immunity Act.

## **4. Emergency Reclamation**

- District change: Added language eliminating any reimbursement obligation in all emergency scenarios.
- Issue: Could eliminate remedies even where reclamation resulted from District fault.
- County response: Preserved no reimbursement for true regulatory emergencies, but clarified that events caused by District negligence or legal violations are treated as discretionary expansion, not emergencies.

## **5. Planned Expansion (Discretionary Growth)**

- District change: Proposed eliminating all mitigation and reimbursement for discretionary expansion and requiring the County to waive compensation.
- Issue: Would allow discretionary take-back of the property with no protection for County investment.

- County response: Restored a structured framework requiring advance notice, a ten-year blackout on discretionary reclamation, phased reimbursement tied to remaining useful life, and higher reimbursement where expansion is revenue-driven.

## **6. Capital Improvement Register and Reimbursement**

- District change: Stated the Register created no financial obligations and added broad “no reimbursement” language.
- Issue: Internally inconsistent and effectively nullified reimbursement provisions.
- County response: Clarified that reimbursement applies only where expressly stated (planned expansion or District breach) and retained a clear Remaining Book Value formula.

## **7. Global Waiver of Claims**

- District change: Added a broad waiver preventing the County from asserting claims for damage or removal of improvements.
- Issue: Conflicted with mitigation, reimbursement, and breach remedies.
- County response: Removed the waiver and clarified that liability exists only where expressly provided in the agreement.

## LONG-TERM RENTAL AGREEMENT

### Between Morgan County and Mountain Green Sewer Improvement District

This Rental Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the Mountain Green Sewer Improvement District (“Owner”), a political subdivision of the State of Utah, and Morgan County (“County”), a political subdivision of the State of Utah (collectively, the “Parties”).

### RECITALS

**WHEREAS**, the County intends to expand public recreational facilities and parking adjacent to Kent Smith Park to better serve the residents of Morgan County;

**WHEREAS**, the Owner controls approximately 3.70 acres of unimproved land adjacent to Kent Smith Park (the “Property”), bounded generally by the Parties’ joint property line, the existing fence line, and the stream on the west, with acreage subject to verification by survey;

**WHEREAS**, the County anticipates investing approximately \$550,000 in public improvements on the Property, including fencing, lighting, irrigation, grading, sod, and/or parking infrastructure, at its sole expense;

**WHEREAS**, the County has determined that the most effective and safe means of accommodating increased recreational use is to construct a dedicated parking area on the Property, and acknowledges that the Owner’s existing parking lot and access gate are not available for County use and will remain unaffected by this Agreement;

**WHEREAS**, the Parties discussed during their March 12, 2025 meeting the Owner’s potential interest in a future easement along the west boundary of Kent Smith Park, and the County is open to coordinating in good faith to reasonably accommodate such an easement in the future, provided it does not materially interfere with the County’s improvements;

**WHEREAS**, the Parties agree that this Agreement applies to a single area of approximately 3.70 acres and does not provide for phased expansion;

**WHEREAS**, during negotiation of this Agreement, the Owner expressed interest in allocating a portion of the annual rent toward public education or outreach about its facilities and operations; although the Parties agreed to simplify the payment to a single annual amount, they acknowledge and record the Owner’s intent for such public engagement to remain an appropriate use of those funds;

**WHEREAS**, the Parties further acknowledge that unforeseen future conditions—such as growth-related system expansion, emergency reclamation, or other infrastructure needs—may require cooperative efforts to mitigate disruption or damages to either Party, and both intend to work in good faith to coordinate and minimize such impacts consistent with the terms of this Agreement;

**NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:**

**1. Purpose.** Owner grants the County the right to occupy and use approximately 3.70 acres of land adjacent to Kent Smith Park, as identified in **Exhibit A** (the "Property"), for the purpose of expanding public recreational fields and associated amenities. This Agreement is a rental agreement only and does not create a leasehold interest, estate, or possessory right. It does not confer exclusive use or tenancy. The County's use is permissive and revocable in accordance with this Agreement.

**2. Term and Renewal.** The term of this Agreement shall be twenty (20) years, commencing on \_\_\_\_\_, 2025, and terminating on \_\_\_\_\_, 2045, unless sooner terminated as set forth herein. At least twelve (12) months prior to expiration, the Parties shall meet to review conditions and determine whether to renew or extend this Agreement. Renewal or extension shall be by mutual written agreement.

**3. Rent.** County shall pay Owner annual rent in the amount of Four Hundred Twenty Dollars (\$420.00), due on or before January 15 each year during the Term.

**4. Improvements and Responsibilities.** County shall construct and maintain improvements at its sole expense. Anticipated improvements include, but are not limited to:

- Fencing (including southern boundary fencing)
- Lighting
- Sod, topsoil, grading, berms, and vegetation
- Parking and access facilities
- Sprinkler and irrigation systems

The County shall be solely responsible for grading, landscaping, sod, irrigation, and vegetation on the Property, and may re-landscape the area as needed to support recreational use. All work shall be done in a manner that does not unreasonably interfere with Owner's operations. County is solely responsible for maintenance, safety, and liability relating to its improvements.

The Owner's existing eight-foot (8') security fencing is deemed sufficient for the protection of Owner's facilities, and the County has no obligation to expand or replace such fencing. This does not limit the County's ability to install additional fencing or barriers for safety and field management, at its sole expense.

If the County develops any portion of the Property for public parking, it shall, at its sole expense, install and maintain security cameras adequate for safety and monitoring, after reasonable consultation with the Owner.

County shall present planned grading and surfacing details at each meeting under Section 9 to coordinate with Owner's utilities and operations.

**Owner's Non-Responsibility.** Owner shall have no responsibility or liability for the design, construction, maintenance, relocation, replacement, or repair of any County improvements, nor for any damage to County improvements arising from Owner's lawful operations, maintenance, or future construction. County expressly assumes all risk of loss or damage to its improvements located on the Property.

If the Owner needs to access, maintain, or grade its facilities within or adjacent to the Property, the County shall reasonably cooperate to facilitate such work, including temporary relocation of activities, access accommodation, or field adjustments as needed to allow safe and efficient completion.

**5. Water and Irrigation.** If needed, the County may connect the Property to its existing sprinkler and irrigation system used at Kent Smith Park. If additional water rights or connections are required, the County shall be solely responsible for securing and funding them.

**6. Condition and Access.** Owner represents that, as of the Effective Date, the Property The Property has recently been used as a construction staging area and is currently in a raw, unimproved condition. The Owner makes no warranties, express or implied, regarding the condition of the Property at the time this Rental Agreement is executed. The County agrees to perform any necessary improvements to the Property to make it suitable for the intended recreational use.

Owner shall provide ninety (90) days' written notice of any planned maintenance likely to materially interfere with County use, except in emergencies. Owner shall repair or reimburse the County for any damage to County improvements caused by Owner-controlled infrastructure or activities.

**7. Future Easement Coordination.** Owner's potential future easement along the west boundary of Kent Smith Park may be considered by the County in good faith, provided that any such easement does not materially interfere with current or planned County improvements. Nothing herein obligates the County to grant an easement.

**8. Use Restrictions.** The Property shall be used solely for recreational fields and associated amenities unless Owner grants prior written consent for another use.

**9. Annual Coordination; Legislative Trigger; Capital Improvement Register.**

**(a) Annual Coordination Meeting.** Beginning in 2026 and each year thereafter, the Parties shall meet no later than June 1 to:

- (i) review Owner's projected facility needs and potential sewer expansion within the next five years;
- (ii) review County improvements completed or planned for the following year;
- (iii) coordinate grading, access, drainage, and safety; and
- (iv) update the Capital Improvement Register described below.

**(b) Legislative/Special Session Trigger.** If any legislative or regulatory change could materially affect Owner's need to reclaim or utilize the Property ("Legislative Impact"), the Parties shall convene a special meeting within thirty (30) days after adjournment of the session or receipt of any agency order. Owner shall provide supporting documentation reasonably in advance.

**(c) Capital Improvement Register.** At each annual or triggered meeting, the Parties shall adopt or update **Exhibit B – Capital Improvement Register**, listing permanent improvements and, for each, the description, location, installation date, documented cost, and agreed useful life. The default useful life is twenty (20) years if unspecified.

**(d) Planning Horizon.** Owner shall use reasonable efforts to identify potential expansion corridors or timelines at least five (5) years in advance to minimize disruption and cost. The Parties acknowledge that emergency or expansion activities shall, to the extent practicable, be designed for the lowest feasible impact to surrounding park and residential areas.

**(e) Failure to Meet.** If a Party fails, after written notice, to participate in a required meeting, the other Party may finalize that year's Register updates in good faith; such updates govern until amended by mutual agreement.

**10. Insurance and Liability.** Each Party is a governmental entity under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. Each shall be liable only for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of duty. Each shall maintain insurance or self-insurance consistent with the Act. Nothing herein waives any immunities or limits of liability. To the extent permitted by law, County shall indemnify, defend, and hold harmless Owner, its officers, agents, and employees, from and against any claims, damages, liabilities, or costs (including reasonable attorney fees) arising out of or related to County's use, construction, or maintenance of improvements on the Property, except to the extent caused by Owner's sole negligence or willful misconduct. Nothing in this paragraph shall be construed as a waiver of any governmental immunity or statutory limitation of liability under the Governmental Immunity Act of Utah.

**11. Notices.** All notices shall be in writing and delivered by hand, certified mail, or email with confirmation of receipt.

**To Owner:**

Mountain Green Sewer Improvement District  
5455 W Old Highway Road  
Morgan, UT 84050

**To County:**

Morgan County Commission  
48 West Young Street  
P.O. Box 886  
Morgan, UT 84050

Either Party may update contact information by written notice.

**12. Dispute Resolution.** The Parties shall first attempt informal resolution, then non-binding mediation before filing suit. Venue lies in the Second Judicial District Court, Morgan County, Utah. Utah law governs.

**13. No Conveyance of Property Rights.** This Agreement creates no leasehold or property interest and no landlord-tenant relationship.

**14. Termination and Reclamation.** This Agreement may be terminated:

- By mutual written agreement;
- By either Party for material breach upon sixty (60) days' notice and opportunity to cure;
- By the Owner upon at least twelve (12) months' written notice for Emergency Reclamation (defined below); or
- By the Owner for Planned Expansion, as defined below.

**(a) Emergency Reclamation (Regulatory or Mandated).** If the Owner is required by law, regulation, permit, or governmental order to reclaim the Property for construction, expansion, or modification of sewer facilities (an "Emergency Reclamation"):

1. **Notice.** The Owner shall provide the County written documentation of the mandate and as much advance notice as practicable, ideally not less than twelve (12) months. If twelve (12) months' notice is not feasible due to the timing of legislative or regulatory action, the Owner shall provide written notice to the County within thirty (30) days of becoming aware of such mandate and shall promptly schedule a coordination meeting under Section 9(b).
2. **Coordination.** The Parties shall confer in good faith to evaluate potential phasing, redesign, or partial use options to reduce impacts on County improvements and public recreation.
3. **Mitigation Efforts.** The Owner shall, to the extent practicable:
  - (a) allow the County reasonable access to remove and salvage improvements that can be feasibly relocated;
  - (b) coordinate project scheduling to permit orderly removal and site restoration; and
  - (c) if feasible, identify an alternate location under Owner's control that the County may use temporarily for displaced recreational activities.
4. **Fault-Based Events.** If the triggering condition for reclamation arises primarily from Owner's own negligent acts, omissions, or violations of applicable law or permit (including fines, enforcement actions, or penalties for noncompliance), such event shall not constitute an Emergency Reclamation under this subsection. In that circumstance, reclamation shall be treated as Planned Expansion under Section 14(b), and the County shall be entitled to compensation or replacement as provided therein.
5. **Costs.** Except as provided in paragraph 4, each Party shall bear its own costs of removal or relocation. The Owner shall not otherwise be required to reimburse the County for improvement costs in a bona fide Emergency Reclamation. For avoidance of doubt, Owner shall have no obligation to compensate, reimburse, or otherwise indemnify

County for any loss, damage, or relocation of improvements resulting from an Emergency Reclamation.

**(b) Planned Expansion (Discretionary Growth).** If the Owner elects to expand facilities to serve additional customers or increase capacity not required by law:

1. Owner shall identify the contemplated expansion during the annual meeting under Section 9 and provide at least two (2) years' written notice before reclaiming any portion of the Property.
2. The Parties shall collaborate to avoid or phase impacts and may agree to partial relocation or redesign.

If reclamation proceeds, the Owner shall have no obligation to reimburse County for any improvements or provide any replacement area, and County hereby waives any claim for compensation, reimbursement, or relocation costs. The Parties may, by separate written agreement executed at the time of reclamation, agree to voluntary mitigation measures or cost-sharing arrangements, but none shall be implied or required by this Agreement.

The Parties shall work cooperatively and in good faith to mitigate any adverse impacts to the County, which may include phased or partial reclamation, temporary relocation of activities, partial cost-sharing, or other mutually beneficial solutions not specifically enumerated herein.

The Parties may, through their annual or special coordination meeting, mutually agree to an alternative arrangement, including voluntary waiver by the County if the affected improvements have reached the end of their useful life or relocation is otherwise deemed unnecessary by both Parties.

If the Parties are unable to reach agreement on an alternative mitigation plan, the default remedy shall be reimbursement of the Remaining Book Value of the affected permanent improvements as set forth above.

**(c) Notice Content.** All termination notices shall identify the factual basis for reclamation (Emergency Reclamation or Planned Expansion), include supporting documentation, and describe proposed coordination steps.

## **15. Improvements Upon Termination or Expiration.**

**(a) No Reimbursement Obligation.** Upon any termination, reclamation, or expiration of this Agreement, Owner shall have no obligation to reimburse County for any improvements or costs, whether permanent or temporary, except as may be expressly agreed in writing by both Parties at the time of termination.

**(b) Relocation Support for Emergency Reclamation.** In an Emergency Reclamation, the County may remove and retain its improvements at its expense. The Owner shall provide reasonable access, scheduling coordination, and, where feasible, limited assistance such as staging or debris disposal to facilitate removal.

**(c) Non-Permanent Property.** The County has up to ninety (90) days after termination or expiration to remove non-permanent items unless otherwise agreed.

**(d) Restoration.** Whether improvements are removed or retained, the County shall restore disturbed areas to a clean and safe condition, except where the Owner's construction will imminently disturb the same areas.

**(e) No Reimbursement at Natural Expiration.** Upon expiration after the full Term, no reimbursement is due, and any remaining improvements become the Owner's property.

**(f) Documentation.** The County shall maintain cost documentation for Register items; the Owner's reimbursement duty under subsection (a) is limited to the documented cost basis. Maintenance of the Capital Improvement Register is for coordination purposes only and does not create any financial obligation of Owner.

**(g) Termination for Material Breach.** If this Agreement is terminated by either Party for material breach:

1. If the breach is by the County, the Owner may elect to retain the County's permanent improvements without compensation, or may require removal and restoration under subsection (d).
2. If the breach is by the Owner, the County may, at its option:
  - (a) remove and retain its improvements within ninety (90) days, or
  - (b) require the Owner to reimburse the County for the Remaining Book Value of the affected improvements, as defined in subsection (a).
3. In either case, the non-breaching Party shall act in good faith to mitigate losses and avoid unnecessary damage or waste.

**16. Coordination in Event of Sewer Expansion.** If the Owner determines that sewer expansion must occur within or adjacent to the Property during the Term, the Parties shall cooperate in good faith to redesign, relocate, or phase improvements to preserve recreational use to the greatest extent feasible. The Owner shall make reasonable efforts to minimize disruption and, where practicable, to provide equivalent replacement area.

## 17. Miscellaneous.

- **Entire Agreement:** This document constitutes the full understanding between the Parties.
- **Amendments:** Must be in writing and signed by both Parties.
- **Severability:** If any provision is invalid, the remainder remains effective.
- **Non-Waiver:** Failure to enforce any provision is not a waiver.

- **Governing Law:** Utah law governs.
- **No Assumption of Liability.** Nothing in this Agreement shall be construed to create any liability on the part of Owner for County’s improvements, operations, or use of the Property. County shall not assert, and hereby waives, any claim against Owner for damages or compensation relating to alteration, removal, or destruction of County improvements.

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

**MORGAN COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: Matt Wilson  
 Title: County Commission Chair

**MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT**

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

**Exhibit A – Map of Rental Area**

(Approximately 3.70 acres adjacent to Kent Smith Park)

**Exhibit B – Capital Improvement Register (to be updated annually)**

**Example:**

Item / Group	Location	Install Date	Documented Cost	Useful Life (yrs)	Notes
Perimeter Fencing	South boundary	Aug 2026	\$45,000	20	8-ft vinyl-coated chain link
Parking Surface / Base	NW corner	May 2027	\$120,000	20	Gravel/asphalt base
Field Lighting	Perimeter	Jun 2028	\$60,000	15	LED poles
Irrigation Mains / Heads	Full area	May 2026	\$35,000	20	Connected to park system

## LONG-TERM RENTAL AGREEMENT

### Between Morgan County and Mountain Green Sewer Improvement District

This Rental Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the Mountain Green Sewer Improvement District (“Owner”), a political subdivision of the State of Utah, and Morgan County (“County”), a political subdivision of the State of Utah (collectively, the “Parties”).

### RECITALS

**WHEREAS**, the County intends to expand public recreational facilities and parking adjacent to Kent Smith Park to better serve the residents of Morgan County;

**WHEREAS**, the Owner controls approximately 3.70 acres of unimproved land adjacent to Kent Smith Park (the “Property”), bounded generally by the Parties’ joint property line, the existing fence line, and the stream on the west, with acreage subject to verification by survey;

**WHEREAS**, the County anticipates investing approximately \$550,000 in public improvements on the Property, including fencing, lighting, irrigation, grading, sod, and/or parking infrastructure, at its sole expense;

**WHEREAS**, the County has determined that the most effective and safe means of accommodating increased recreational use is to construct a dedicated parking area on the Property, and acknowledges that the Owner’s existing parking lot and access gate are not available for County use and will remain unaffected by this Agreement;

**WHEREAS**, the Parties discussed during their March 12, 2025 meeting the Owner’s potential interest in a future easement along the west boundary of Kent Smith Park, and the County is open to coordinating in good faith to reasonably accommodate such an easement in the future, provided it does not materially interfere with the County’s improvements;

**WHEREAS**, the Parties agree that this Agreement applies to a single area of approximately 3.70 acres and does not provide for phased expansion;

**WHEREAS**, during negotiation of this Agreement, the Owner expressed interest in allocating a portion of the annual rent toward public education or outreach about its facilities and operations; although the Parties agreed to simplify the payment to a single annual amount, they acknowledge and record the Owner’s intent for such public engagement to remain an appropriate use of those funds;

**WHEREAS**, the Parties further acknowledge that unforeseen future conditions—such as growth-related system expansion, emergency reclamation, or other infrastructure needs—may require cooperative efforts to mitigate disruption or damages to either Party, and both intend to work in good faith to coordinate and minimize such impacts consistent with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **1. Purpose.**

Owner grants the County the right to occupy and use approximately 3.70 acres of land adjacent to Kent Smith Park, as identified in Exhibit A (the "Property"), for the purpose of expanding public recreational fields and associated amenities. This Agreement is a rental agreement only and does not create a leasehold interest, estate, or possessory right. It does not confer exclusive use or tenancy. The County's use is permissive and revocable in accordance with this Agreement.

### **2. Term and Renewal.**

The term of this Agreement shall be twenty (20) years, commencing on \_\_\_\_\_, 2026, and terminating on \_\_\_\_\_, 2046, unless sooner terminated as set forth herein (the "Term"). At least twelve (12) months prior to expiration, the Parties shall meet to review conditions and determine whether to renew or extend this Agreement. Renewal or extension shall be by mutual written agreement.

### **3. Rent.**

County shall pay Owner annual rent in the amount of Four Hundred Twenty Dollars (\$420.00), due on or before January 15 each year during the Term.

### **4. Improvements and Responsibilities.**

County shall construct and maintain improvements at its sole expense. Anticipated improvements include, but are not limited to:

- Fencing (including southern boundary fencing)
- Lighting
- Sod, topsoil, grading, berms, and vegetation
- Parking and access facilities
- Sprinkler and irrigation systems

The County shall be solely responsible for grading, landscaping, sod, irrigation, and vegetation on the Property, and may re-landscape the area as needed to support recreational use. All work shall be done in a manner that does not unreasonably interfere with Owner's operations. County is solely responsible for maintenance, safety, and liability relating to its improvements.

The Owner's existing eight-foot (8') security fencing is deemed sufficient for the protection of Owner's facilities, and the County has no obligation to expand or replace such fencing. This does not limit the County's ability to install additional fencing or barriers for safety and field management, at its sole expense.

If the County develops any portion of the Property for public parking, it shall, at its sole expense, install and maintain security cameras adequate for safety and monitoring, after reasonable consultation with the Owner.

County shall present planned grading and surfacing details at each meeting under Section 9 to coordinate with Owner's utilities and operations.

**Owner's Non-Responsibility; Reservation of Contractual Remedies.** Owner shall have no responsibility or liability for the design, construction, or day-to-day maintenance of any County improvements on the Property, and County remains solely responsible for those activities. This paragraph does not release Owner from:

1. its obligations under Section 6 to maintain access points, service roads, and drainage and to repair or reimburse the County for damage to County improvements caused by Owner-controlled infrastructure or activities;
2. its coordination, mitigation, or reimbursement obligations expressly set forth in Sections 9, 14, 15, and 16; or
3. liability for its own negligence, willful misconduct, or violation of applicable law.

County acknowledges that Owner's lawful sewer operations and non-negligent construction activities may, despite reasonable coordination, require temporary disruption of recreational use, and County assumes the risk of such temporary disruption consistent with the coordination and mitigation framework in this Agreement.

If the Owner needs to access, maintain, or grade its facilities within or adjacent to the Property, the County shall reasonably cooperate to facilitate such work, including temporary relocation of activities, access accommodation, or field adjustments as needed to allow safe and efficient completion.

## **5. Water and Irrigation.**

If needed, the County may connect the Property to its existing sprinkler and irrigation system used at Kent Smith Park. If additional water rights or connections are required, the County shall be solely responsible for securing and funding them.

## **6. Condition and Access.**

**Condition of Property.** The Parties acknowledge that the Property has recently been used as a construction staging area and is currently in a raw, unimproved condition. Except as expressly stated in this Agreement, Owner makes no warranties, express or implied, regarding the condition of the Property at the time this Agreement is executed, and County agrees to perform such grading, drainage, and surface improvements as it deems necessary to make the Property suitable for the intended recreational use. Owner shall disclose to County any known hazardous materials or unusual subsurface conditions on the Property that could materially affect County's improvements or public safety.

Owner shall maintain access points, service roads, and drainage under its control in good working order so as not to unreasonably interfere with County improvements or operations.

Owner shall provide ninety (90) days' written notice of any planned maintenance likely to materially interfere with County use, except in emergencies. Owner shall repair or reimburse the County for any damage to County improvements caused by Owner-controlled infrastructure or activities.

## **7. Future Easement Coordination.**

Owner's potential future easement along the west boundary of Kent Smith Park may be considered by the County in good faith, provided that any such easement does not materially interfere with current or planned County improvements. Nothing herein obligates the County to grant an easement.

## **8. Use Restrictions.**

The Property shall be used solely for recreational fields and associated amenities unless Owner grants prior written consent for another use.

## **9. Annual Coordination; Legislative Trigger; Capital Improvement Register.**

(a) **Annual Coordination Meeting.** Beginning in 2026 and each year thereafter, the Parties shall meet no later than June 1 to:

- (i) review Owner's projected facility needs and potential sewer expansion within the next five years;
- (ii) review County improvements completed or planned for the following year;
- (iii) coordinate grading, access, drainage, and safety; and
- (iv) update the Capital Improvement Register described below.

(b) **Legislative/Special Session Trigger.** If any legislative or regulatory change could materially affect Owner's need to reclaim or utilize the Property ("Legislative Impact"), the Parties shall convene a special meeting within thirty (30) days after adjournment of the session or receipt of any agency order. Owner shall provide supporting documentation reasonably in advance.

(c) **Capital Improvement Register.** At each annual or triggered meeting, the Parties shall adopt or update Exhibit B – Capital Improvement Register, listing permanent improvements and, for each, the description, location, installation date, documented cost, and agreed useful life. The default useful life is twenty (20) years if unspecified.

(d) **Planning Horizon.** Owner shall use reasonable efforts to identify potential expansion corridors or timelines at least five (5) years in advance to minimize disruption and cost. The Parties acknowledge that emergency or expansion activities shall, to the extent

practicable, be designed for the lowest feasible impact to surrounding park and residential areas.

(e) **Failure to Meet.** If a Party fails, after written notice, to participate in a required meeting, the other Party may finalize that year's Register updates in good faith; such updates govern until amended by mutual agreement.

## **10. Insurance and Liability.**

Each Party is a governmental entity under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. Each shall be liable only for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of duty, and each shall maintain insurance or self-insurance consistent with the Act. Nothing herein waives, limits, or modifies any immunities, defenses, or limitations of liability afforded by the Governmental Immunity Act of Utah.

To the extent permitted by law, each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party, its officers, agents, and employees ("Indemnified Party") from third-party claims, damages, and liabilities to the extent caused by the negligent acts or omissions of the Indemnifying Party in connection with this Agreement. No Party is required to indemnify the other for the other Party's own negligence or willful misconduct, nor for any amount in excess of the limits of liability established under the Governmental Immunity Act. Nothing in this section shall be construed to create a duty to defend beyond that permitted by applicable law or beyond available insurance or self-insurance coverage.

## **11. Notices.**

All notices shall be in writing and delivered by hand, certified mail, or email with confirmation of receipt.

To Owner:  
Mountain Green Sewer Improvement District  
5455 W Old Highway Road  
Morgan, UT 84050

To County:  
Morgan County Commission  
48 West Young Street  
P.O. Box 886  
Morgan, UT 84050

Either Party may update contact information by written notice.

## **12. Dispute Resolution.**

The Parties shall first attempt informal resolution, then non-binding mediation before filing suit. Venue lies in the Second Judicial District Court, Morgan County, Utah. Utah law governs.

### **13. No Conveyance of Property Rights.**

This Agreement creates no leasehold or property interest and no landlord-tenant relationship.

### **14. Termination and Reclamation.**

This Agreement may be terminated:

- By mutual written agreement;
- By either Party for material breach upon sixty (60) days' notice and opportunity to cure;
- By the Owner upon at least twelve (12) months' written notice for Emergency Reclamation (defined below); or
- By the Owner for Planned Expansion, as defined below.

#### **(a) Emergency Reclamation (Regulatory or Mandated).**

If the Owner is required by law, regulation, permit, or governmental order to reclaim the Property for construction, expansion, or modification of sewer facilities (an "Emergency Reclamation"):

1. **Notice.** The Owner shall provide the County written documentation of the mandate and as much advance notice as practicable, ideally not less than twelve (12) months. If twelve (12) months' notice is not feasible due to the timing of legislative or regulatory action, the Owner shall provide written notice to the County within thirty (30) days of becoming aware of such mandate and shall promptly schedule a coordination meeting under Section 9(b).
2. **Coordination.** The Parties shall confer in good faith to evaluate potential phasing, redesign, or partial use options to reduce impacts on County improvements and public recreation.
3. **Mitigation Efforts.** The Owner shall, to the extent practicable:
  - (a) allow the County reasonable access to remove and salvage improvements that can be feasibly relocated;
  - (b) coordinate project scheduling to permit orderly removal and site restoration; and
  - (c) if feasible, identify an alternate location under Owner's control that the County may use temporarily for displaced recreational activities.
4. **Fault-Based Events.** If the triggering condition for reclamation arises primarily from Owner's own negligent acts, omissions, or violations of applicable law or permit (including fines, enforcement actions, or penalties for noncompliance), such event shall not constitute an Emergency Reclamation under this subsection. In that

circumstance, reclamation shall be treated as Planned Expansion under Section 14(b), and the County shall be entitled to compensation or replacement as provided therein.

5. **Costs.** Except as provided in paragraph 4, each Party shall bear its own costs of removal or relocation. The Owner shall not otherwise be required to reimburse the County for improvement costs in a bona fide Emergency Reclamation.

**(b) Planned Expansion (Discretionary Growth).**

“Planned Expansion” means an expansion, relocation, or modification of Owner’s facilities that (i) is not required by law, regulation, permit, or governmental order, and (ii) is undertaken to address capacity, operational efficiency, service to additional customers, or other discretionary system improvements.

1. **Identification and Notice.** Owner shall identify any contemplated Planned Expansion affecting the Property during the annual meeting under Section 9 and provide at least two (2) years’ written notice before reclaiming any portion of the Property.
2. **Ten-Year Blackout Period.** Planned Expansion that would require reclamation of any portion of the Property shall not occur during the first ten (10) years of the Term following the Commencement Date. This limitation does not apply to Emergency Reclamation under Section 14(a).
3. **Standard Phased Reimbursement (Non-Revenue-Driven).** For Planned Expansion occurring after the ten (10) year blackout period, where the primary purpose is not to increase system capacity for new service connections or rate-base revenue, Owner shall reimburse the County for a percentage of the Remaining Book Value (as defined in Section 15(a)) of the affected permanent improvements listed on the then-current Capital Improvement Register that cannot be reasonably relocated, as follows:
  - Planned Expansion commenced more than ten (10) but not more than fifteen (15) years after the Commencement Date: 50% of Remaining Book Value;
  - Planned Expansion commenced more than fifteen (15) but not more than twenty (20) years after the Commencement Date: 25% of Remaining Book Value;
  - After twenty (20) years from the Commencement Date: 0% (no reimbursement owed).
4. **Revenue-Driven Planned Expansion.** If Planned Expansion is undertaken primarily to increase system capacity for new service connections, to serve new development, or to increase connection-fee or rate-base revenue (a “Revenue-Driven Planned Expansion”), Owner shall instead reimburse the County as follows:
  - Revenue-Driven Planned Expansion commenced more than ten (10) but not more than fifteen (15) years after the Commencement Date: 75% of Remaining Book Value;

- Revenue-Driven Planned Expansion commenced more than fifteen (15) but not more than twenty (20) years after the Commencement Date: 50% of Remaining Book Value;
  - After twenty (20) years from the Commencement Date: 0% (no reimbursement owed).
5. **Coordination and Mitigation.** The Parties shall collaborate to avoid or phase impacts and may agree to partial relocation or redesign. The Parties shall work cooperatively and in good faith to mitigate any adverse impacts to the County, which may include phased or partial reclamation, temporary relocation of activities, partial cost-sharing, or other mutually beneficial solutions not specifically enumerated herein. The Parties may, through their annual or special coordination meeting, mutually agree to an alternative arrangement, including voluntary waiver by the County if the affected improvements have reached the end of their useful life or relocation is otherwise deemed unnecessary by both Parties.
6. **Default Remedy.** If the Parties are unable to reach agreement on an alternative mitigation plan under this subsection, the applicable reimbursement percentage of the Remaining Book Value described in paragraphs 3 or 4 above shall be the default remedy.

**(c) Notice Content.**

All termination notices shall identify the factual basis for reclamation (Emergency Reclamation or Planned Expansion), include supporting documentation, and describe proposed coordination steps.

**15. Improvements Upon Termination or Expiration.**

(a) **Remaining Book Value.** For purposes of Sections 14(b) and 15(g), “Remaining Book Value” means the documented cost of a permanent improvement listed on the then-current Capital Improvement Register multiplied by  $(1 - \text{Elapsed Months} / \text{Useful-Life Months})$ , using the agreed useful life for that improvement (default twenty (20) years if unspecified). Elapsed Months shall be measured from the installation date listed on the Register to the effective date of reclamation or termination.

(b) **Relocation Support for Emergency Reclamation.** In an Emergency Reclamation, the County may remove and retain its improvements at its expense. The Owner shall provide reasonable access, scheduling coordination, and, where feasible, limited assistance such as staging or debris disposal to facilitate removal.

(c) **Non-Permanent Property.** The County has up to ninety (90) days after termination or expiration to remove non-permanent items unless otherwise agreed.

(d) **Restoration.** Whether improvements are removed or retained, the County shall restore disturbed areas to a clean and safe condition, except where the Owner’s construction will imminently disturb the same areas.

(e) **No Reimbursement at Natural Expiration.** Upon expiration after the full Term, no reimbursement is due, and any remaining improvements become the Owner's property.

(f) **Documentation; Effect of Register.** The County shall maintain cost documentation for Register items; the Owner's reimbursement duty is limited to the documented cost basis. Maintenance of the Capital Improvement Register is for coordination and documentation purposes and creates financial obligations of Owner only to the extent expressly provided in Sections 14 and 15.

(g) **Termination for Material Breach.** If this Agreement is terminated by either Party for material breach:

1. If the breach is by the County, the Owner may elect to retain the County's permanent improvements without compensation, or may require removal and restoration under subsection (d).
2. If the breach is by the Owner, the County may, at its option:
  - (a) remove and retain its improvements within ninety (90) days, or
  - (b) require the Owner to reimburse the County for **100% of the Remaining Book Value** of the affected improvements, as defined in subsection (a), without application of the phased percentages in Section 14(b)(3) or (4).
3. In either case, the non-breaching Party shall act in good faith to mitigate losses and avoid unnecessary damage or waste.

## 16. Coordination in Event of Sewer Expansion.

If the Owner determines that sewer expansion must occur within or adjacent to the Property during the Term, the Parties shall cooperate in good faith to redesign, relocate, or phase improvements to preserve recreational use to the greatest extent feasible. The Owner shall make reasonable efforts to minimize disruption and, where practicable, to provide equivalent replacement area.

## 17. Miscellaneous.

- **Entire Agreement.** This document constitutes the full understanding between the Parties.
- **Amendments.** Amendments must be in writing and signed by both Parties.
- **Severability.** If any provision is invalid, the remainder remains effective.
- **Non-Waiver.** Failure to enforce any provision is not a waiver.
- **Governing Law.** Utah law governs.
- **No Assumption of Additional Liability.** Except as expressly provided in this Agreement, nothing herein shall be construed to create any liability on the part of Owner for County's improvements, operations, or use of the Property, or to create any liability on the part of County for Owner's sewer operations and facilities.
- **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and creates no rights in any third party.

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

**MORGAN COUNTY**

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

Name: Matt Wilson

Title: County Commission Chair

**MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT**

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

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

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

**Exhibit A – Map of Rental Area**

(Approximately 3.70 acres adjacent to Kent Smith Park)

**Exhibit B – Capital Improvement Register (to be updated annually)**

Example:

Item / Group	Location	Install Date	Documented Cost	Useful Life (yrs)	Notes
Perimeter Fencing	South boundary	Aug 2026	\$45,000	20	8-ft vinyl-coated chain link
Parking Surface / Base	NW corner	May 2027	\$120,000	20	Gravel/asphalt base
Field Lighting	Perimeter	Jun 2028	\$60,000	15	LED poles
Irrigation Mains / Heads	Full area	May 2026	\$35,000	20	Connected to park system

## BYLAWS

### Morgan County Historical Society

#### ARTICLE I. NAME AND PURPOSE

##### A. Name

The name of this body shall be the Morgan County Historical Society Board of Trustees ("Board").

##### B. Purpose

The Board serves as an advisory body to the Morgan County Commission and County Historian regarding the preservation, interpretation, and promotion of Morgan County's history, collections, archives, and historical programs.

#### ARTICLE II.

##### **OFFICES:**

The principal office of the Society shall be located at a facility designated by the Morgan County Commission for the Society's use. The Board does not establish or acquire offices independently; any change in the designated location is subject to County approval.in the County of Morgan, State of Utah. The Society may have other offices as the Board of Trustees may determine or as the affairs of the Society may require from time to time, with the approval of the Governing body of Morgan County.

#### **Article III. BOARD OF TRUSTEES:**

##### A. Membership and Composition

The Board shall consist of seven (7) to ten (10) members appointed by the Morgan County Commission. Members shall generally be selected to represent geographic areas of the county, including:

Croydon/Taggart/Lost Creek; Porterville/Richville/East Canyon;

Milton/Stoddard/Littleton; Mountain Green; North Morgan/Round Valley;

Peterson/Enterprise; and South Morgan.

If no qualified applicants are received for a particular geographic area, the County Commission may appoint any interested county resident to fill the vacancy.

Membership: The Historical Society Board of Trustees shall consist of not fewer than seven (7) Board Members and not more than ten (10) chosen from citizens of the

~~county areas or precincts: Croydon/Taggart/Lost Creek, Porterville/Richville/East Canyon, Milton/Stoddard/Littleton, Mountain Green, North Morgan/Round Valley, Peterson/Enterprise, and South Morgan. One additional member shall also be appointed as an "at large member", selected from any area of the county. If no applications are received for a vacancy in a specific precinct, applications from any county resident to fill that vacancy.~~

B. At-Large Member

~~A.C. One additional at-large member may be appointed from any area within the county.~~

C. County Commission Member:

~~B. — One member of the Morgan County Commission may serve as an ex officio, non-voting member. Only one member of the county commission may be on the Historical Society Board of Trustees at any one time.~~

D. Appointment Procedure

~~C. — The Board may review applications and make recommendations to the County Commission; however, all appointments are made solely by the County Commission. Appointments should normally occur prior to April 1 of each year or as vacancies arise. Appointment: New Appointees will be voted on by the Board of Trustees; and forwarded to the county commission for approval. Appointments to the board shall be made before April 1 of each year or whenever an appointment is necessary.~~

D.E. Term:

- ~~1. Trustees shall serve three-year terms, unless otherwise set by the County Commission. Trustees shall be appointed to serve for three (3) year terms. At the end of each term the board member will be interviewed to see if they have a continuing desire to serve. Based on the interview and evaluation by the Executive Director showing meeting attendance, involvement and a continued desire to serve — the board member may continue to serve.~~
- ~~2. — 2. The terms of Trustees/directors shall be staggered so that approximately one-third (1/3) of the board appointed or reappointed each year. is selected each year.~~
3. Trustees may be reappointed at the discretion of the County Commission.

F. Resignation and Vacancies

A Trustee may resign by submitting written notice to the Board Chair, who shall promptly forward the notice to the County Commission. The resignation becomes effective upon receipt unless a later effective date is specified. Any vacancy shall be filled by Commission appointment for the remainder of the unexpired term. Resignation: Any appointed board

~~trustee may resign from such position by providing written notification to the chair of such resignation. The County Historian shall thereupon notify the county commission of such resignation.~~

#### **G. Removal**

~~E. The Board may recommend to the County Commission that a Trustee be removed for cause, including repeated unexcused absences, misconduct, or neglect of duty. Final removal decisions rest solely with the County Commission.~~

### **Article ~~IV~~ H. Officers:**

#### **A. Officers and Elections**

~~The officers of the Board shall consist of a Chair and a Vice Chair.~~

#### **B. Election and Term**

~~Officers shall be elected by a majority vote of the Board at its April quarterly meeting, unless rescheduled by a majority vote of the Board. Each officer shall serve a three (3)-year term, beginning May 1, and may be re-elected for additional terms.~~  
~~Executive Officers; Term: Officers of the Board of Trustees shall be established and consist of the Chairperson and Vice Chair. They shall be elected by the Board of Trustees at its April quarterly meeting, unless rescheduled by a majority vote of the board, and their term of office shall be for three (3) years beginning May 1.~~

#### **C. Eligibility**

~~Any Trustee in good standing may be elected to serve as Chair or Vice Chair.~~

#### **C. Vacancies**

~~A. —A vacancy in any officer position shall be filled by election of the Board at the next regular or special meeting. An officer elected to fill a vacancy shall serve for the remainder of the unexpired term.~~

~~B. Custody of Funds: The Morgan County Treasurer shall have legal custody of all historical society funds and shall act as the Treasurer of the board.~~

### **Article ~~IV~~ I. Duties of Officers:**

#### **A. Chairperson**

The Chair shall preside at all meetings of the Board, approve agendas, call special meetings when necessary, and perform the duties customarily assigned to the presiding officer of an advisory board. The Chair shall sign or countersign official Board documents when required and may forward recommendations or requests for approval to the County Commission.

**B. Vice Chair**

The Vice Chair shall preside in the Chair's absence and perform such additional duties as may be assigned by the Chair. The Vice Chair shall ensure that votes are recorded in the minutes, except when a ballot vote is taken.

**C. Removal of Officers**

The Board may remove an officer for misconduct or failure to perform duties by majority vote. The officer remains a Trustee unless removed by the County Commission.

**D. Staff Support (County Historian and Archivist)**

The County Historian, with assistance from the Archivist, shall provide staff support to the Board, including:

1. Preparing draft agendas in coordination with the Chair;
2. Ensuring that meetings are recorded and that minutes are prepared and presented to the Board for approval; and
3. Performing administrative and clerical functions as needed to support Board operations. Staff remain employees of Morgan County and perform these duties in accordance with county policy and the direction of County Administration.

**E. Officer Vacancies**

A vacancy in the office of Chair or Vice Chair due to death, resignation, removal, disqualification, or other cause shall be filled by election of the Board at the next regular or special meeting.

1. If the Chair position becomes vacant, the Vice Chair shall serve as Acting Chair until the Board elects a new Chair.

~~A.——2. Any officer elected to fill a vacancy shall serve for the remainder of the unexpired term.~~  
~~Chairperson: The chair of the board shall preside at all board meetings, authorize calls for any special meetings, and generally perform the duties of a presiding officer. The chair of the board shall sign or countersign all official board documents and, where appropriate, recommend approval by the county commission.~~

~~B. Vice Chair: The vice chair shall preside in the chair's absence and perform such other duties as requested by the chair. The vice chair will record a roll call on all votes (except when a ballot vote is taken).~~

~~C. Executive Director — County Historian shall prepare the Agenda for each meeting. A digital recording of each meeting shall be made and transcribed by the Archivist. The County Historian shall type and prepare the minutes including a list of all board members and attendance. Minutes will be shared at the following quarterly board meeting for approval. The County Historian shall perform all other clerical duties as may be assigned by the board.~~

~~D. A vacancy in the Executive Committee because of death, resignation, removal, disqualification or otherwise shall be filled by another Board member for the duration of the unexpired term in the following manner — The Vice Chair would move into position of the Chairman for the remainder of the calendar year, at which time a nomination and vote would be held. In the Case of vacancy of Vice Chair — a nomination will be held and voted on by majority of the board and that board member will hold that position for three (3) years unless nominated for the chairman position.~~

## **Article VI. Board of Trustees General Powers and Duties:**

### **A. Advisory Role**

~~A. The Board serves as an advisory body to the Morgan County Commission and the County Historian regarding the operation, development, and improvement of the Historical Society and its collections. Serve as an Advisory Board to assist in managing the affairs of the Society.~~

### **B. Policy Recommendations**

~~The Board may review and recommend policies relating to Historical Society services, collections, programs, and facilities. All policies recommended by the Board shall be forwarded to the Morgan County Commission for approval and shall be consistent with county ordinances, countywide policies, and state and federal law.~~

~~Policy recommendations may include:~~

~~1. Guidelines for the care, preservation, and display of historical materials;~~

~~2. Collection development and accession principles;~~

~~3. Visitor and repository use guidelines;~~

~~B.——4. Recommendations regarding enforcement of county ordinances or repository rules by county staff. Establish and revise Historical Society policies in cooperation with the County Historian, subject to consistency with state and federal law and county ordinance and policies, and review by the county attorney's office.~~

~~1. Establish policies for the operation, maintenance and care of the historical repository.~~

~~2. Establish policies for collections and information resources~~

~~3. Establish policies for the enforcement of repository rules and applicable laws and ordinances, including rules to exclude for use of the repository any person who willfully violates repository rules or state law or county ordinances; and~~

~~4. Other duties related to the Historical Society as may be specifically assigned or delegated to the board by county ordinance and allowed by law.~~

### **C. Cooperation and Community Engagement**

The Board shall work cooperatively with the County Commission, County Historian, Historical Society staff, county departments, community organizations, and residents to promote public interest in county history and Historical Society programs.

#### **D. Recommendations on Personnel**

The Board may:

1. Recommend to the County Commission a qualified individual to serve as County Historian; and
2. Recommend the removal of any Board officer for misconduct or neglect of duty.

~~C. Personnel decisions involving county employees are made solely by the County Commission or County Administration in accordance with county policy. The Trustee Board shall:~~

- ~~1. Recommend to the county commission a competent person to act as County Historian, to have immediate charge of the County Historical Society with those duties specified in a job description recommended by the board and approved by the county commission;~~

#### **E. Committees**

The Board may establish standing or ad hoc committees to assist with specific tasks or projects. Committees operate in an advisory capacity and shall report to the Board.

#### **F. Reports**

The Board's ex officio County Commission member shall provide the County Commission with a copy of the Historical Society's annual report each April, including an overview of Board activities for the prior year.

#### **G. Compensation**

Trustees serve without compensation. Actual and necessary expenses incurred in the performance of official Board duties may be reimbursed in accordance with county policy unless declined by the Trustee.

#### **H. Community Outreach**

Trustees are encouraged to assist in identifying, collecting, and preserving historically significant materials from within their geographic areas, including photographs, documents, oral histories, and other items that contribute to the county's historical record. Participation in county events and public outreach activities is also encouraged.

#### **I. Mission Support**

- ~~2.—The Board shall support the mission, programs, and long-term objectives of the Historical Society by promoting public awareness, encouraging donations and contributions to the historical collection, and fostering community engagement. Work cooperatively with the County Commission, County Historian, Historical Society staff, other county staff and others in the community to promote excellent goodwill and service to the County Historical Society.~~
  - ~~3.—Encourage citizen involvement in the development of future plans for the improvement of the historical society services, collections and facilities.~~
  - ~~4.—Hear and resolve relevant Historical Society issues brought to the board.~~
  - ~~5.—Recommend to the County Commission the removal of any officer elected or appointed by the Board for misconduct or neglect of duty.~~
- ~~D.—Carry out objectives and goals as set forth in the mission statement.~~
  - ~~E.—Establish and appoint standing or special committees that may be necessary to fulfill its duties.~~
  - ~~F.—Ex Officio County Commission member shall render a copy of the annual report to the Governing Body of Morgan County during the month of April each year. The report shall cover the activities of the Board and Department during the previous year.~~
  - ~~G.—Trustees, as such, shall serve without compensation. Any Trustees actual and necessary expenses incurred in the performance of their official duties for the Society shall be paid from Society funds, unless the Trustee declines compensation.~~
  - ~~H.—Monitor their precinct area for any items of historical nature, including taking photographs that would contribute to the photographic library.~~
  - ~~I.—Contact residents of their precinct for historical information, local family histories and photographs that may be of value to our county historical information.~~
  - ~~J.—Consider individuals in each precinct to be interviewed. Including employment or military service that is unique to the county history.~~
  - ~~K.—Board Members are encouraged to contribute to the collection of the Historical Society. Digital, printed or hand written for the collections.~~
  - ~~L.—Attend County events, parades, rodeos, fairs, Christmas and Holiday events. Take and share photographs with the Historical Society.~~

## **Article VII. County Historian**

The County Historian is a county employee who provides professional, administrative, and operational support for the Historical Society. The Historian's duties are performed in accordance with county policies, countywide procedures, and state and federal law. The Historian's responsibilities include the following:

### A. Advisory and Administrative Support

Work with the Board in an advisory and support capacity, assisting the Board in carrying out its mission and in implementing County Commission-approved policies. Nothing in these bylaws authorizes the Board to hire, supervise, discipline, or direct the County Historian; such authority rests with Morgan County through the County Commission or its designee.

#### B. Administration of Historical Society Operations

Manage the day-to-day operations, programs, and services of the Historical Society in accordance with county policies and the direction of the County Commission or County Administration.

#### C. Policy Recommendations

Recommend policies, procedures, and improvements to the Board and to county leadership that promote the efficiency and quality of Historical Society services.

#### D. Coordination and Public Engagement

Work cooperatively with the County Commission, Board of Trustees, Historical Society staff, county departments, schools, and community groups to promote historical education and public engagement.

#### E. Compliance and Legal Requirements

Ensure compliance with county policies, county ordinances, and applicable state and federal laws related to records, collections, archives, procurement, finances, and public meetings.

#### F. Collections and Facilities

Oversee the care, cataloging, preservation, and appropriate display of the county's historical collections, archives, photographs, and artifacts, and coordinate with county staff on facility needs for the historical repository.

#### G. Reporting

Provide timely reports to the Board and County Commission regarding Historical Society programs, activities, and collections.

#### H. Annual Report

In cooperation with the Board, prepare an annual report for submission to the County Commission, including an overview of operations and a financial summary.

#### I. Budget Preparation

Prepare and submit annual budget requests in accordance with county budget procedures and timelines, and attend budget meetings with the County Commission as required.

#### J. Financial Stewardship

Ensure appropriate receipt, tracking, and expenditure of Historical Society funds in accordance with county fiscal policies and state law.

#### K. Records and Minutes

Assist with maintaining minutes, audio recordings, agendas, and other public records for the Board in accordance with county policies and the Government Records Access and Management Act (GRAMA).

#### L. Public Programs and Outreach

Develop and present historical programs, exhibits, tours, and educational materials for schools, civic organizations, and the general public.

#### M. Additional Duties

Perform such other duties as may be assigned through the County Historian job description or by the County Commission or County Administration.~~The County Historian shall:~~

- ~~A. Serve as the Executive and Administrative Director of the Board of Trustees.~~
- ~~B. Be responsible for the administration of the County Historical Society under the policies established by the board and approved by the county;~~
- ~~C. Recommend such policies and procedures to the board that will promote the efficiency of the Historical Society and improve services to its patrons;~~
- ~~D. Work cooperatively with the county commission, board, Historical Society staff, other county staff and others in the community to provide excellent service.~~

- ~~E. Be accountable to the county commission in complying with county policy, countywide policy, county ordinances, and state and federal laws;~~
- ~~F. Be responsible for the maintenance and operation of the properties, collections, photos and books belonging to the county for its historical repository.~~
- ~~G. Submit regularly and timely reports to the board and county commission on the progress, activities and collections of the Historical Society.~~
- ~~H. Upon recommendation of the board, make an annual report to the county commission on the condition and operation of the Historical Society, including a financial statement.~~
- ~~I. Furnish to the County Librarian, in writing, and prior to the time required by law to levy county taxes, an estimate of the amount of monies necessary to establish, equip and maintain and provide services for the historical repository for the next ensuing fiscal year. The County Librarian will include the Historical Society budget with the Library budget to present to the county commission for approval.~~
- ~~J. The Historian will attend the budget meeting with the County Commission.~~
- ~~K. Ensure the appropriate receipt of nontax income collection and expenditure of all county historical society funds.~~
- ~~L. Keep minutes of the Board of Trustee meetings on file. These minutes will be available to the public after the Board of Trustees has approved them.~~
- ~~M. Duty to manage the City & County Gift Shop and Welcome (Visitors) Center~~
- ~~N. Prepare and present historical programs for schools and community groups~~
- ~~O. Perform duties and responsibilities in accordance with the job description and personnel handbook on file with Morgan County.~~

## **Article VII. County Archivist/Assistant Historian**

The County Archivist/Assistant Historian is a county employee who provides professional and technical support to the County Historian and, as appropriate, to the Board of Trustees. The duties of the Archivist/Assistant Historian are defined by job description and county policy and may include, but are not limited to, the following functions:

- A. Supporting the recording, documentation, and accessibility of Board meetings, including digital recording or virtual access when authorized and appropriate;
- B. Assisting with the management, digitization, cataloging, and preservation of historical records, photographs, documents, and artifacts in accordance with archival standards and county policies;
- C. Assisting researchers, patrons, and members of the public with historical inquiries and access to archival materials;
- D. Supporting the accessioning and preservation of donated historical materials under the direction of the County Historian;
- E. Assisting with educational programs, exhibits, and historical presentations for schools and community groups;

F. Providing operational support for Historical Society programs, facilities, and public-facing services, including the Welcome Center or gift shop, as assigned by the County Historian.

~~A.—Nothing in this Article grants the Board of Trustees authority to supervise, direct, or evaluate the County Archivist/Assistant Historian, who remains under the supervision of Morgan County through the County Historian and County Administration. Digitally record all Board of Trustees meetings and/or set up virtual access to meetings as needed.~~

~~B. Post on Social Media 5 times per week~~

~~C. Digitize photos, stories, histories and documents. Transcribe and catalog~~

~~D. Accession all newly donated items, determine historical significance of items and prepare them for permanent preservation~~

~~E. Assist researchers and patrons with historical searches~~

~~F. Keep Archives organized and accessible for research~~

~~G. Prepare and present historical programs for schools and community groups~~

~~H. Support Historian with Welcome Center, Gift Shop and other duties as needed.~~

## Article IXVIII. Meetings

~~A.—A. The Board shall hold regular meetings on a quarterly basis in the months of January, April, August, and November, or on such dates as may be adjusted by the Board in compliance with the Utah Open and Public Meetings Act (“OPMA”), Utah Code § 52-4-201 et seq. Meetings of the Board of Trustees shall be held quarterly in the months of January, April, August and November.~~

~~B. B. Annual Meeting: The board shall have at least one annual meeting held at the April Meeting each year.~~

~~C. C. Special Meetings: Special meetings may be called by the Chair, the County Historian, or any three (3) Trustees. Notice of any special meeting shall be given in accordance with OPMA, including public notice and notice to Board members as required by law. Special meetings may be called at any time at the call of the chairperson, Historical Society Director, or any three (3) members of the Board, providing notice thereof is given to the public and all directors at least twenty four (24) hours in advance.~~

~~D. Quorum: A quorum for the transaction of business shall consist of a majority of the Trustees currently appointed and serving on the Board at the time of the meeting. Vacant positions shall not be counted in determining the number of Trustees required for a quorum.~~

~~D. If a quorum is not present, the Board may receive information, engage in discussion, and conduct presentations, but shall not take formal action or make recommendations on behalf of the Board.~~ ~~A majority of the members of the Board of Trustees (5) shall constitute a quorum for the transaction of business at any meetings of the Board of Trustees.~~

~~E. Manner of Acting:~~ The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. The chair may vote upon and move or second a proposal before the board. In the event of a tie, the chair will have the deciding vote.

~~F. Open and Public Meetings:~~ Board ~~of Trustees~~ will conduct meetings in accordance with the state of Utah's Open and Public Meetings Act (UCA 52-4-201) and will make proper accommodations for electronic meetings as outlined in (UCA 52-4-207).

~~G. Records:~~ Records of all board meetings shall be kept, managed, classified and disclosed as required by county ordinance and state law, including, but not limited to, the government records access and management act. (Ord. 04-06, 4-6-2004)

~~H. Parliamentary Procedure:~~ ~~The Board shall use the most recent edition of Robert's Rules of Order as a guide for parliamentary procedure, unless otherwise governed by state law or county policy. The Board is encouraged to conduct meetings efficiently and focus on substantive discussion rather than strict adherence to procedural formalities. The board will utilize Robert's Rules of Order, latest edition, as a guideline for procedural matters. However, it is desirable that the board not belabor its meetings with minutia of parliamentary procedure, but with frank and honest discussion it should reach decisions that represent the mind of the majority.~~

## Article IX. COMMITTEES

### A. Ad Hoc Committees

The Chair, with the concurrence of the Board, may appoint ad hoc committees to study, research, or make recommendations on specific Historical Society matters. Ad hoc committees serve in an advisory capacity only and shall dissolve upon completion of the work for which they were established.

### B. Limitations and Authority

Committees shall have no independent authority to act on behalf of the Board or Morgan County and may not make binding decisions, expend funds, or direct county staff.

### C. Open Meetings and Records

~~A. Any committee composed of a quorum of the Board, or otherwise subject to the Utah Open and Public Meetings Act, shall comply with all applicable OPMA notice, access, and recordkeeping requirements. Ad hoc committees for the study and/or investigation of~~

~~issues or other historic society matters may be appointed by the chair to serve until the completion of the work for which they were established (Ord. 04-06, 4-6-2004)~~

## **Article XI. CHANGES TO BYLAWS**

- A. ~~Amendments to these bylaws may be proposed by the Board at any regular meeting. Any proposed amendment shall be forwarded to the Morgan County Commission for review and approval. Amendments shall not become effective unless and until approved by the Morgan County Commission. Amendments to these bylaws may be proposed at any regular meeting and may become effective only after a passing vote by the Board of Trustees; at which time they will be presented to the County Commission.~~

Draft