

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 on

## MORGAN COUNTY COMMISSION MEETING AGENDA

APRIL 4<sup>TH</sup> 2023

Work Session 4:30 pm and Regular meeting at 5:00 pm

### 4:30 WORK SESSION

### 5:00 COMMENCEMENT OF MEETING

#### A) Opening Ceremonies-

1. Welcome
2. Invocation and/or Moment of Reflection
3. Pledge of Allegiance

#### B) Consent Items-

1. Approval of March 21<sup>st</sup>, 2023 Meeting Minutes

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

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

#### E) Presentation - None

#### F) Action Items –

1. **Commissioner Craig Buttars** - Discussion/Decision – Utah Department of Agriculture & Food
  - i. Overview of Agriculture Programs and Resources and any changes to those programs that came out of the most recent legislative session.
2. **Morgan County Farm Bureau** – Discussion & Decision – MC Bureau
  - i. Requesting waiver for auditorium rental fee for Morgan County Bureau meetings.
3. **Josh Cook** - Discussion/Decision – Planning & Development
  - i. Planning Commission open seats for Enterprise and Mountain Green area.
4. **Joshua Cook** – Discussion/Decision - Planning & Development
  - i. The applicant requests approval of the Rose Hill Subdivision Phase 4 Plat Amendment No. 1 to divide the existing lot into two lots. Location: 5684 Garnet Drive, 0.62 acres, Zoning R1-12 Village Low Density Residential. Application No: 22.064. Continued from 2/21/2023.
5. **Commission Vice Chair Fackrell** - Discussion/Decision – Commission
  - i. Approve the Budget for the Broadband Grant

6. **Commissioner Matt Wilson - Discussion/Decision – Commission**
  - i. Ratify the Fire Truck purchase.
7. **Commissioner Matt Wilson - Discussion/Decision – Commission**
  - i. Approval of employees use of Gun Range.
8. **Commissioner Matt Wilson - Discussion/Decision – Commission**
  - i. Auditorium fees waived for Hunter’s Safety class.
9. **Julie Rees – Discussion/Decision – Human Resource**
  - i. Approval for agreement with Applicant Pro, an existing software, to add background checks to our portal for hiring.

**Commissioner Comments**

- Commissioner Andersen
- Commission Chair Newton
- Commissioner McConnell
- Commission Vice Chair Fackrell
- Commissioner Wilson

**G) Adjourn –**

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

**CERTIFICATE OF POSTING**

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 30<sup>th</sup> day of March, 2023.

Julie Rees - County Commission Executive Assistant

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Julie Rees at 801-845-4013 at least 24 prior to this meeting. This meeting is streamed live.



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## MORGAN COUNTY COMMISSION MEETING MINUTES

APRIL 4<sup>TH</sup> 2023

Work Session 4:30 pm and Regular meeting at 5:00 pm

### COUNTY COMMISSION

Commission Chair Mike Newton  
Commission Vice Chair Blaine Fackrell  
Commissioner Matt Wilson  
Commissioner Robert McConnell  
Commission Chair Mike Newton

### OTHERS IN ATTENDANCE

Debbie Sessions  
Tina Kelley  
James Ebert  
Logan Wilde  
Kelly Pehrson  
Craig Buttars

### OTHER EMPLOYEES

Commission Executive Assistant Julie Rees  
County Attorney Garrett Smith  
IT Director Jeremy Archibald  
Planning & Development Director Joshua Cook  
Planner 1 Jeremy Lance  
IT Assistant Brandon Stokes  
Emergency Services Director Austin Turner

### 4:30 WORK SESSION – Discussion – ARPA Funds

More auditing will need to be done, and a future work session planned.

### 5:00 COMMENCEMENT OF MEETING

#### A) Opening Ceremonies- 5:01 pm

1. Welcome: Commission Chair Newton
2. Invocation and/or Moment of Reflection: Jared Andersen
3. Pledge of Allegiance: Jared Andersen

#### B) Consent Items-

1. Approval of March 21<sup>st</sup>, 2023 Meeting Minutes

Commissioner Wilson moved to approve the March 21st, 2023 Meeting Minutes with corrections.

Seconded by Commissioner Andersen.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

#### C) Commissioner Declarations of Conflict of Interest - None

#### D) Public Comments - None

**E) Presentation** – Commission Chair Newton asked the County Emergency Services Director Austin Turner to update the Commission on the flood conditions.

1. There is no year like this year on record. This year beats 1983 and 1952.
2. Weber Basin is lowering every reservoir that they can. They are keeping them just below flood level. The rivers are running high on purpose.
3. We are getting as much equipment ready as we can to be prepared.
4. Community members are pitching in to prepare.
5. The state is prepared.
6. Geneva is offering free sand to counties and cities.
7. The state has approved \$70,000 for a mini excavator.
8. Timing of flooding that is likely to occur: end of May, first part of June, we will see the bad floods come.
9. Sub water is a big concern. FEMA and Flood insurance will not pay for sub water damage.

**F) Action Items** –

**1. Commissioner Craig Buttars** - Discussion/Decision – Utah Department of Agriculture & Food

- i. Overview of Agriculture Programs and Resources and any changes to those programs that came out of the most recent legislative session.
- ii. Goal is to preserve ag land. We ask that you do all you can to preserve ag land.
- iii. During Covid we saw how easy the food supply chain was disrupted.
- iv. We need to make farming profitable to get people interested in farming.

**2. Morgan County Farm Bureau** – Discussion & Decision – MC Bureau

- i. Requesting waiver for auditorium rental fee for Morgan County Bureau meetings.

Commission Vice Chair Fackrell moved to allow the Farm Bureau use of the auditorium without cost.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

**3. Joshua Cook** - Discussion/Decision – Planning & Development

- i. Planning Commission open seats for Enterprise and Mountain Green area.
- ii. Gary Ross and Chris Mayerle are resigning from the Planning Commission.
- iii. We received two applications; one from Mountain Green and one from Enterprise.

Commissioner Andersen moved to approve for the open Planning Commission seats, Devin Miller for the Enterprise area and Andrew Phillips for the Mountain Green area.

Seconded by Commissioner McConnell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

- 4. Joshua Cook – Discussion/Decision - Planning & Development - Postponed**
- i. The applicant requests approval of the Rose Hill Subdivision Phase 4 Plat Amendment No. 1 to divide the existing lot into two lots. Location: 5684 Garnet Drive, 0.62 acres, Zoning R1-12 Village Low Density Residential. Application No: 22.064. Continued from 2/21/2023.
  - ii. The applicant asked to hold off until another meeting.
- Commissioner McConnell moved to postpone item #4 Rosehill Subdivision Phase 4 Plat Amendment #1 until such time that the applicant has the will serve letter and it can be rescheduled at the next available meeting.  
Seconded by Commissioner Vice Chair Fackrell.  
The Vote was unanimous. The Motion Passed.  
Commission Chair Newton AYE  
Commissioner Wilson AYE  
Commissioner McConnell AYE  
Commissioner Andersen AYE  
Commission Vice Chair Fackrell AYE
- 5. Commission Vice Chair Fackrell - Discussion/Decision – Commission**
- i. Approve the Budget for the Broadband Grant.
  - ii. \$30,000 Grant that was awarded to improve our Broadband coverage.
  - iii. James Ebert: The state has come up with a connectivity plan to help make decisions where the state funds will go.
- Commissioner McConnell moved to approve the Local Broadband Planning Grant Contract with the Governor's office, Economic Opportunity state contract #23063681 subject to adjustments to the contract as approved by Mr. Ebert and our County Attorney.  
Seconded by Commission Vice Chair Fackrell.  
The Vote was unanimous. The Motion Passed.  
Commission Chair Newton AYE  
Commissioner Wilson AYE  
Commissioner McConnell AYE  
Commissioner Andersen AYE  
Commission Vice Chair Fackrell AYE
- 6. Commissioner Matt Wilson - Discussion/Decision – Commission**
- i. Ratify the Fire Truck purchase.
- Commissioner Wilson moved to postpone #6, to ratify the Fire Truck purchase until our next meeting on the 18<sup>th</sup> of April.  
Seconded by Commissioner Andersen.  
The Vote was unanimous. The Motion Passed.  
Commission Chair Newton AYE  
Commissioner Wilson AYE  
Commissioner McConnell AYE  
Commissioner Andersen AYE  
Commission Vice Chair Fackrell AYE
- 7. Commissioner Matt Wilson - Discussion/Decision – Commission**
- i. Approval of employee use of Gun Range.
- Commissioner Fackrell moved to postpone this item of the use of the gun range until a later date when we have more criteria put together.  
Seconded by Commissioner Wilson.  
The Vote was unanimous. The Motion Passed.  
Commission Chair Newton AYE  
Commissioner Wilson AYE  
Commissioner McConnell AYE

Commissioner Andersen AYE  
Commission Vice Chair Fackrell AYE

**8. Commissioner Matt Wilson - Discussion/Decision – Commission**

**i. Auditorium fees waived for Hunter's Safety class.**

Commissioner Andersen moved to waive the auditorium fees for the Hunter's Safety class as discussed.

Seconded by Commissioner Vice Chair Fackrell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

**9. Julie Rees – Discussion/Decision – Human Resource**

**i. Approval for agreement with Applicant Pro, an existing software, to add background checks to our portal for hiring.**

Commissioner McConnell moved to approve the agreement with Applicant Pro, existing software, to add background checks to our portal for hiring and Commissioner McConnell will further recommend that we do background checks on all full-time employees with respect to which we do not have.

Seconded by Commission Chair Fackrell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

- Commissioner Andersen
  - Lydia emailed the commission to get and approve the funds for the pickle ball courts.
  - Croydon Bridge – options are being looked at for a temporary bridge, creating a new road and more. The water has created a bad situation.
- Commission Chair Newton
  - There are many people, who live in Croydon, unhappy about the added cost to their lives of the bridge being out longer than expected.
  - The Summit County side of the road is worse than the Morgan County side. And it's only going to get worse as the water levels rise.
- Commissioner McConnell
  - None
- Commission Vice Chair Fackrell
  - Attended the JPAC meeting. One of their biggest accomplishments of the Active Transportation Bill is trails. There is now money available to take care of trails from the state.
  - There is discussion going on about Rural Transit.
  - I will be meeting with UDOT, 24<sup>th</sup> of April meeting at 3:30 pm. This is a Quarterly meeting to discuss our needs and what we want to accomplish with UDOT.
  - The 30<sup>th</sup> of March, Blaine met with UAC and EECBGP (Energy Efficiency and Conversation Block Grant Program) and they spoke about money available through the Energy Block Grant. The state has already funded the big cities and now there is funding available for rural counties. There is grant money available to help with insulating older homes and new builds.

- Commissioner Wilson
  - Need advice on how to handle the mini ex situation. They are giving us \$70,000 to purchase it, but we are asked to come up with \$20,000 additional. Why don't we stay within the budget of \$70,000 that is being given to us by the state?

Commission Fackrell moved to go into a closed session to discuss pending litigation and purchase or disposition of real property.

Seconded by Commissioner McConnell.

Commission Chair Newton AYE  
Commissioner Wilson AYE  
Commissioner McConnell AYE  
Commissioner Andersen AYE  
Commission Vice Chair Fackrell AYE

The Vote was unanimous. The Motion Passed.

**G) Adjourn – 8: 00 pm**

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

APPROVED *Madeline* DATE 4/19/2023  
Morgan County Commission Chair

ATTEST *Jessie A Hyde* DATE 4.19.2023  
Morgan County Clerk/Auditor

Morgan County Commission Meeting  
Tuesday, APRIL 4, 2023  
5:00 P.M.

Morgan County Council Meeting Room  
Morgan County Courthouse  
48 West Young Street  
Morgan, UT 84050

PLEASE SIGN IN

- |                       |     |
|-----------------------|-----|
| 1. Kelly Pehrson UDAF | 22. |
| 2. Craig Butters UDAF | 23. |
| 3. Debbie Sessions    | 24. |
| 4. Logan Wilde        | 25. |
| 5.                    | 26. |
| 6.                    | 27. |
| 7.                    | 28. |
| 8.                    | 29. |
| 9.                    | 30. |
| 10.                   | 31. |
| 11.                   | 32. |
| 12.                   | 33. |
| 13.                   | 34. |
| 14.                   | 35. |
| 15.                   | 36. |
| 16.                   | 37. |
| 17.                   | 38. |
| 18.                   | 39. |
| 19.                   | 40. |
| 20.                   | 41. |
| 21.                   | 42. |



**2023**

**COUNTY COMMISSION  
MEETING  
PACKET**

**APRIL 4, 2023**

**5 PM**

48 W YOUNG ST MORGAN UTAH 84050    [WWW.MORGANCOUNTYUT.COM](http://WWW.MORGANCOUNTYUT.COM)



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- Commissioner McConnell
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- Commissioner Wilson

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Julie Rees - County Commission Executive Assistant

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**2023**

**WORK  
SESSION**

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
<b>21</b>						
<b>ARPA</b>						
<b>01-1111-000-000 Glacier - General 7683</b>						
			12/31/2021 (14/21) Balance			.00
11/10/2022	CRJE	123	TDP TREAS 310 MISC PAY	1,177,472.50		
			11/30/2022 (11/22) Period Totals and Balance	1,177,472.50 *	.00 *	1,177,472.50
			04/30/2023 (04/23) Period Totals and Balance	.00 *	.00 *	.00
<b>10-2131-000-000 Accounts Payable</b>						
			12/31/2021 (14/21) Balance			.00
06/01/2022	CDA	102181	J Wilkinson & Sons LLC	55,984.00		
06/01/2022	CDA	102186	Motorola Solutions Inc	19,780.18		
			06/30/2022 (06/22) Period Totals and Balance	75,764.18 *	.00 *	75,764.18
07/06/2022	CDA	102363	J Wilkinson & Sons LLC	22,306.40		
			07/31/2022 (07/22) Period Totals and Balance	22,306.40 *	.00 *	98,070.58
08/30/2022	CDA	102775	Motorola Solutions Inc	1,189.90		
			08/31/2022 (08/22) Period Totals and Balance	1,189.90 *	.00 *	99,260.48
09/07/2022	CDA	102821	Motorola	238.52		
09/13/2022	CDA	102867	Motorola	3,866.50		
			09/30/2022 (09/22) Period Totals and Balance	4,103.02 *	.00 *	103,363.50
11/07/2022	CDA	103278	Wasatch Civil Consulting Engineering	50.13		
			11/30/2022 (11/22) Period Totals and Balance	50.13 *	.00 *	103,413.63
12/07/2022	CDA	103391	Mountain Green Sewer	400,000.00		
			12/31/2022 (12/22) Period Totals and Balance	400,000.00 *	.00 *	503,413.63
01/04/2023	CDA	103563	Saunders, L. Dean	1,700.00		
			01/31/2023 (01/23) Period Totals and Balance	1,700.00 *	.00 *	1,700.00
03/13/2023	CDA	103982	GENCOMM	33,711.06		
			03/31/2023 (03/23) Period Totals and Balance	33,711.06 *	.00 *	35,411.06
			04/30/2023 (04/23) Period Totals and Balance	.00 *	.00 *	35,411.06
<b>10-4145-370-000 Temp Legal</b>						
			12/31/2021 (14/21) Balance			.00
01/03/2023	AP	447	Saunders, L. Dean	1,700.00		
			12/31/2022 (12/22) Period Totals and Balance	1,700.00 *	.00 *	1,700.00
			04/30/2023 (04/23) Period Totals and Balance	.00 *	.00 *	.00
ATD ENC	.00	ATD Actual	1,700.00 Total	1,700.00	ATD Budget	.00 Unexpended 1,700.00-

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance	
<b>10-4150-675-000 County ARPA</b>							
			12/31/2021 (14/21) Balance			.00	
02/03/2022	AP	161	Motorola Solutions Inc	31,437.89			
			02/28/2022 (02/22) Period Totals and Balance	31,437.89 *	.00 *	31,437.89	
03/12/2022	AP	302	Motorola	32,033.54			
03/27/2022	AP	406	Motorola Solutions Inc	17,147.84			
03/31/2022	JE	97	To properly classify ARPA expenditure	26,517.00			
			03/31/2022 (03/22) Period Totals and Balance	75,698.46 *	.00 *	107,136.37	
04/04/2022	AP	61	Motorola Solutions Inc	1,501.81			
04/11/2022	AP	55	Utah Communications Authority	30.00			
04/30/2022	JE	2	Correct Fairgrounds Water Project Expense	51,781.60			
			04/30/2022 (04/22) Period Totals and Balance	53,313.21 *	.00 *	160,449.58	
05/16/2022	AP	212	J Wilkinson & Sons LLC	55,984.00			
05/25/2022	AP	194	Motorola Solutions Inc	19,780.18			
			05/31/2022 (05/22) Period Totals and Balance	75,764.18 *	.00 *	236,213.76	
07/31/2022	JE	4	To properly classify ARPA expenditure	22,306.40			
			07/31/2022 (07/22) Period Totals and Balance	22,306.40 *	.00 *	258,520.16	
08/23/2022	AP	504	Motorola Solutions Inc	1,189.90			
			08/31/2022 (08/22) Period Totals and Balance	1,189.90 *	.00 *	259,710.06	
08/18/2022	AP	161	Motorola	2,409.00			
08/23/2022	AP	162	Motorola	1,457.50			
08/25/2022	AP	16	Motorola	236.52			
			08/30/2022 (09/22) Period Totals and Balance	4,103.02 *	.00 *	263,813.08	
08/03/2022	AP	408	Motorola	1,495.00			
12/06/2022	AP	18	Mountain Green Sewer	400,000.00			
			12/31/2022 (12/22) Period Totals and Balance	401,495.00 *	.00 *	665,308.08	
02/28/2023	AP	248	GENCOMM	33,711.06			
			03/31/2023 (03/23) Period Totals and Balance	33,711.06 *	.00 *	33,711.06	
			04/30/2023 (04/23) Period Totals and Balance	.00 *	.00 *	33,711.06	
ATD ENC	.00	ATD Actual	699,019.14 Total	699,019.14	ATD Budget	.00 Unexpended	699,019.14-

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance	
10-4211-110-000			Permanent Employees				
			12/31/2021 (14/21) Balance			.00	
08/27/2022	PC	84	PAYROLL TRANS FOR 8/27/2022 PAY PERIOD	1,954.08			
			08/31/2022 (08/22) Period Totals and Balance	1,954.08 *	.00 *	1,954.08	
09/10/2022	PC	43	PAYROLL TRANS FOR 9/10/2022 PAY PERIOD	4,078.08			
09/24/2022	PC	83	PAYROLL TRANS FOR 9/24/2022 PAY PERIOD	3,653.28			
			09/30/2022 (09/22) Period Totals and Balance	7,731.36 *	.00 *	9,685.44	
10/08/2022	PC	49	PAYROLL TRANS FOR 10/8/2022 PAY PERIOD	3,653.28			
10/22/2022	PC	86	PAYROLL TRANS FOR 10/22/2022 PAY PERIOD	4,078.08			
			10/31/2022 (10/22) Period Totals and Balance	7,731.36 *	.00 *	17,416.80	
11/05/2022	PC	42	PAYROLL TRANS FOR 11/5/2022 PAY PERIOD	3,653.28			
11/19/2022	PC	82	PAYROLL TRANS FOR 11/19/2022 PAY PERIOD	4,078.08			
			11/30/2022 (11/22) Period Totals and Balance	7,731.36 *	.00 *	25,148.16	
12/03/2022	PC	44	PAYROLL TRANS FOR 12/3/2022 PAY PERIOD	4,078.08			
12/17/2022	PC	88	PAYROLL TRANS FOR 12/17/2022 PAY PERIOD	3,683.87			
12/31/2022	PC	131	PAYROLL TRANS FOR 12/31/2022 PAY PERIOD	3,780.51			
			12/31/2022 (12/22) Period Totals and Balance	11,542.46 *	.00 *	36,690.62	
01/14/2023	PC	44	PAYROLL TRANS FOR 1/14/2023 PAY PERIOD	4,162.88			
01/28/2023	PC	92	PAYROLL TRANS FOR 1/28/2023 PAY PERIOD	4,322.98			
			01/31/2023 (01/23) Period Totals and Balance	8,485.86 *	.00 *	8,485.66	
02/11/2023	PC	50	PAYROLL TRANS FOR 2/11/2023 PAY PERIOD	4,264.34			
02/25/2023	PC	97	PAYROLL TRANS FOR 2/25/2023 PAY PERIOD	4,514.48			
			02/28/2023 (02/23) Period Totals and Balance	8,778.80 *	.00 *	17,264.46	
03/11/2023	PC	44	PAYROLL TRANS FOR 3/11/2023 PAY PERIOD	4,010.49			
			03/31/2023 (03/23) Period Totals and Balance	4,010.49 *	.00 *	21,274.95	
			04/30/2023 (04/23) Period Totals and Balance	.00 *	.00 *	21,274.95	
ATD ENC	.00	ATD Actual	57,985.57 Total	57,985.57	ATD Budget	.00 Unexpended	57,985.57-

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance	
10-4211-130-000 Employee Benefits			12/31/2021 (14/21) Balance			.00	
08/27/2022	PB	71	PAYROLL TRANS FOR 8/27/2022 PAY PERIOD	485.88			
			08/31/2022 (08/22) Period Totals and Balance	485.88 *	.00 *	485.88	
09/10/2022	PB	38	PAYROLL TRANS FOR 9/10/2022 PAY PERIOD	972.22			
09/24/2022	PB	74	PAYROLL TRANS FOR 9/24/2022 PAY PERIOD	870.88			
			09/30/2022 (09/22) Period Totals and Balance	1,843.18 *	.00 *	2,309.04	
10/08/2022	PB	42	PAYROLL TRANS FOR 10/8/2022 PAY PERIOD	870.88			
10/22/2022	PB	82	PAYROLL TRANS FOR 10/22/2022 PAY PERIOD	972.22			
			10/31/2022 (10/22) Period Totals and Balance	1,843.18 *	.00 *	4,152.22	
11/05/2022	PB	38	PAYROLL TRANS FOR 11/5/2022 PAY PERIOD	870.88			
11/19/2022	PB	70	PAYROLL TRANS FOR 11/19/2022 PAY PERIOD	1,883.18			
			11/30/2022 (11/22) Period Totals and Balance	2,554.14 *	.00 *	6,706.36	
12/03/2022	PB	38	PAYROLL TRANS FOR 12/3/2022 PAY PERIOD	1,883.18			
12/17/2022	PB	72	PAYROLL TRANS FOR 12/17/2022 PAY PERIOD	1,588.91			
12/31/2022	PB	108	PAYROLL TRANS FOR 12/31/2022 PAY PERIOD	1,810.50			
			12/31/2022 (12/22) Period Totals and Balance	4,880.59 *	.00 *	11,586.95	
01/14/2023	PB	35	PAYROLL TRANS FOR 1/14/2023 PAY PERIOD	1,713.65			
01/28/2023	PB	70	PAYROLL TRANS FOR 1/28/2023 PAY PERIOD	1,753.57			
			01/31/2023 (01/23) Period Totals and Balance	3,467.22 *	.00 *	3,467.22	
02/11/2023	PB	38	PAYROLL TRANS FOR 2/11/2023 PAY PERIOD	1,738.77			
02/25/2023	PB	73	PAYROLL TRANS FOR 2/25/2023 PAY PERIOD	1,800.23			
			02/28/2023 (02/23) Period Totals and Balance	3,539.00 *	.00 *	7,006.22	
03/11/2023	PB	33	PAYROLL TRANS FOR 3/11/2023 PAY PERIOD	2,459.08			
			03/31/2023 (03/23) Period Totals and Balance	2,459.08 *	.00 *	9,465.30	
			04/30/2023 (04/23) Period Totals and Balance	.00 *	.00 *	9,465.30	
ATD ENC	.00	ATD Actual	21,052.25 Total	21,052.25	ATD Budget	.00 Unexpended	21,052.25-

10-4520-260-000 Bldg & Grounds/Supp & Maint			12/31/2021 (14/21) Balance			.00	
04/30/2022	JE	1	Correct Fairgrounds Water Project Expense		51,781.60-		
			04/30/2022 (04/22) Period Totals and Balance	.00 *	51,781.60- *	51,781.60-	
08/22/2022	AP	181	J Wilkinson & Sons LLC	22,308.40			
			07/31/2022 (07/22) Period Totals and Balance	22,308.40 *	.00 *	29,475.20-	
09/30/2022	AM	16	ARPA Correction J Wilkinson & Sons - \$22,308.40				
09/30/2022	JE	16	ARPA Correction J Wilkinson & Sons - \$26,517				
			09/30/2022 (09/22) Period Totals and Balance	.00 *	.00 *	29,475.20-	
10/05/2022	AP	153	Wasatch Civil Consulting Engineering	50.13			
			11/30/2022 (11/22) Period Totals and Balance	50.13 *	.00 *	29,425.07-	
			04/30/2023 (04/23) Period Totals and Balance	.00 *	.00 *	.00	
ATD ENC	.00	ATD Actual	29,425.07- Total	29,425.07-	ATD Budget	.00 Unexpended	29,425.07

Total ARPA:				2,518,380.68	51,781.60-	2,466,609.08
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Totals: ATD ENC	.00	ATD Actual	2,466,609.08	Total	2,466,609.08	ATD Budget	.00	Remaining	2,466,609.08
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Number of transactions: 64	Number of accounts: 7		Debit	Credit	Proof
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Grand Totals:			2,518,380.68	51,781.60-	2,466,609.08
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Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
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**Report Criteria:**

- Actual amounts
  - Activity-to-date balances
  - All accounts
  - Includes inactive journals
  - Activity Activity number = 21
-



**2023**

# CONSENT ITEMS



**2023**

*NO*

# PRESENTATIONS



**2023**

# **ACTION ITEMS**



# County Commission Agenda Request Form

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

Morgan County  
Attn: Julie Rees  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: 801.845.4013

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

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

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

commission Meeting Date: 4/4/23 Time Requested: 20 min

Name: Agriculture Commissioner Craig Buttars Phone: (385) 630-6625

Address: PO BOX 146500 Salt Lake City

Email: amandapetersen@utah.gov Fax: \_\_\_\_\_

Associated County Department: Utah Department of Agriculture & Food

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

Commissioner Craig Buttars and Deputy Commissioner Kelly Pehrson are going too all county commission meetings to go over program changes and updates through the Utah Department of Agriculture and Food. There will be a presentation by power point presentation and then open up for question/answer. It is an overview of Agriculture Programs and Resources and any changes to those programs that came out of the recent legislative session.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

✓

*No Backup*



# County Commission Agenda Request Form

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

commission Meeting Date: 04/04/2023

Time Requested: \_\_\_\_\_

Name: Morgan County Farm Bureau

Phone: (801) 821-0290

Address: 4200 Sessions Lane, Morgan

Email: sessions3123@gmail.com

Fax: \_\_\_\_\_

Associated County Department: \_\_\_\_\_

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

Requesting waiver for Auditorium Rental Fee for Morgan County Bureau Meetings.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

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

*No Backup*

*F2*



## County Commission Agenda Request Form

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

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

commission Meeting Date: 4/4/23 Time Requested: 20 min  
Name: Joshua Cook Phone: (801) 845-4059  
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:

Discussion/Public Meeting/Decision - Planning Commission open seats for Enterprise and Mountain Green Area.

Strategy for filling the two (2) open Planning Commission seats for Enterprise and Mountain Green areas.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

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



# County Commission Agenda Request Form

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

Morgan County  
Attn: Julie Rees  
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Morgan, UT 84050  
Phone: 801.845.4013

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

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

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

commission Meeting Date: 4/4/23

Time Requested: 20 min

Name: Joshua Cook

Phone: (801) 845-4059

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:**

Discussion/Public Meeting/Decision - Rose Hill Phase 4 Plat Amendment - CONTINUED from 2/21/23  
Application No.: 22.064

Applicant/Owner: Wendy Wilkinson Revocable Trust  
Project Location: 5684 Garnet Drive  
Current Zoning: R1-12  
General Plan Designation: Village Low Density Residential  
Acreage: 0.62 acres

REQUEST: The applicant requests approval of the Rose Hill Subdivision Phase 4 Plat Amendment No. 1 to divide the existing lot into two lots.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

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

FH



**PLANNING COMMISSION  
STAFF REPORT**

Subdivision Plat Amendment

April 4, 2023

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Rose Hill Phase 4 Plat Amendment  
Public Meeting

Application No.: 22.064  
Applicant/Owner: Wendy Wilkinson Revocable Trust  
Project Location: 5684 Garnet Drive  
Current Zoning: R1-12  
General Plan Designation: Village Low Density Residential  
Acreage: 0.62 acres

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**The applicant is requesting another Continuance to the April 18, 2023 County Commission meeting.**

**REQUEST:** The applicant requests approval of the Rose Hill Subdivision Phase 4 Plat Amendment no. 1 to divide the existing lot into two lots.

**PLANNING COMMISSION MEETING:** Planning Commission met and discussed the subdivision. They recommended approval of the Plat Amendment, and added one stipulation. Specifically, that the applicant obtain Water and Sewer Will Serve letters prior to the County Commission meeting. The applicant has obtained a Sewer Will Serve letter. However he has had issues obtaining a water will serve. Discussion with the applicant indicates that that is forthcoming within the next week or two.

**RECOMMENDATION:** Based on the information in this staff report, staff and Planning Commission recommend that the County Commission approve the plat amendment for the Rose Hill Phase 4 subdivision Plat Amendment no. 1 subject to all applicable regulations and the following conditions:

1. That all of the County Surveyor and Engineer review comments be addressed.
2. That all outsourced consultant fees are paid current prior to final plat recordation.
3. That all other local, state, and federal laws are adhered to.

## **PROJECT DESCRIPTION:**

### **Proposal Details**

This request is for a plat amendment to the Rose Hill Phase 4 Subdivision. The property is located at 5684 Garnet Drive and is identified as parcel number 00-0005-3585 and serial number 03-RH4-0073. The existing lot (Lot 73) is 0.62 acres in size, which is a little larger than 27,000 square feet. After the division Lot 73B will be 0.33 acres in size, approximately 14,375 square feet, and Lot 73A will be 0.29 acres in size, approximately 12,632 square feet.

### **DISCUSSION:**

The plat amendment requirements come from Morgan County's Land Use Management Code, Title 8, Chapter 12, Section 61 and subsequent sections. Staff has reviewed the requirements and procedures for a plat amendment and have found that the application request meets these standards.

#### ***8-12-64: AMENDED PLAT REQUIREMENTS:***

- A. Prior to the County Council's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County an amended plat map and complete supporting preliminary plat and final plat information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.*
- B. Upon approval of the plat amendment, all required documents, submissions, signatures, and review procedures which are required for a final plat shall be submitted and followed, prior to recordation in the Office of the County Recorder.*
- C. The County Council may vacate a subdivision or a portion of a subdivision by recording in the County Recorder's Office an ordinance describing the subdivision or the portion being vacated. (Ord. 10-16, 12-14-2010)*

#### ***8-12-63: GROUNDS FOR VACATING OR CHANGING A PLAT:***

- A. The land use authority may approve the vacation, alteration, or amendment of a plat by signing an amended plat showing the vacation, alteration, or amendment if the land use authority finds that:
  - 1. There is good cause for the vacation, alteration, or amendment; and*
  - 2. No Public Street, right of way, or easement has been vacated or altered.**
- B. The land use authority shall ensure that the amended plat showing the vacation, alteration, or amendment is recorded in the office of the county recorder.*

- C. *If an entire subdivision is vacated, the county council shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the county recorder's office.*
- D. *The county council may adopt an ordinance granting a petition to vacate some or all of a public street, right of way, or easement if the legislative body finds that:*
  - 1. *Good cause exists for the vacation; and*
  - 2. *Neither the public interest nor any person will be materially injured by the vacation.*
- E. *If the county council adopts an ordinance vacating some or all of a public street, right of way, or easement, the county council shall ensure that a plat reflecting the vacation and/or an ordinance describing the vacations is recorded in the Office of the County Recorder.*
- F. *The action of the legislative body vacating some or all of a street, right-of-way, or easement that has been dedicated to public use:*
  - 1. *Operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the County's fee in the vacated street, right-of-way, or easement; and*
  - 2. *May not be construed to impair:*
    - a. *Any right-of-way or easement of any lot owner; or*
    - b. *The franchise rights of any public utility. (Ord. 10-16, 12-14-2010)*

**8-12-61: PROCEDURE:**

- A. *For plat amendments that result in adjusting and/or altering lot lines through an exchange of title within a platted subdivision the zoning administrator shall be the land use authority.*
  - 1. *The zoning administrator shall approve an exchange of title under this subsection if the exchange of title will not result in a violation of any land use ordinance.*
  - 2. *If an exchange of title is approved under this subsection, a notice of approval shall be recorded in the office of the county recorder which:*
    - a. *Is executed by each owner included in the exchange and by the land use authority; and*
    - b. *Contains an acknowledgment for each party executing the notice in accordance with the provisions of Utah state code title 57, chapter 2a, recognition of acknowledgments act; and*
    - c. *Recites the descriptions of both the original parcels and the parcels created by the exchange of title;*
  - 3. *A document of conveyance of title reflecting the approved change shall be recorded in the office of the county recorder.*

4. *A notice of approval recorded under this subsection A does not act as a conveyance of title to real property and is not required to record a document conveying title to real property.*
- B. *For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment, or vacation of a public or private road shown on a subdivision plat, and all other modifications to lots within a recorded subdivision plat shall be reviewed by the county council with a recommendation from the planning commission.*
- C. *Applications to vacate or amend a subdivision plat shall be required to submit those documents required for review in a complete preliminary plat application which pertain to and describe the proposed amendment, as well as a paper copy of the proposed final plat mylar. Revised construction drawings shall also be submitted when changes to any required subdivision improvements are proposed.*
- D. *Upon receipt of a petition or a proposal to vacate or amend a subdivision plat which requires action by the county council, the matter shall be referred to the planning commission for a recommendation on the proposal.*
- E. *The land use authority shall hold a public hearing within forty five (45) days after the day on which the petition is filed if:*
  1. *Any owner within the plat notifies the county of the owner's objection in writing within ten (10) days of mailed notification; or*
  2. *A public hearing is required because all of the owners in the subdivision have not signed the revised plat.*
- F. *The land use authority may consider at a public meeting, without a public hearing, an owner's petition to vacate or amend a subdivision plat if:*
  1. *The petition seeks to join two (2) or more of the petitioning fee owner's contiguous lots;*
  2. *Subdivide one or more of the petitioner's fee owner's lots if the subdivision will not result in a violation of a land use ordinance or a development condition;*
  3. *Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join the petition, regardless of whether the lots and parcels are located in the same subdivision;*
  4. *On a lot owned by the petitioning fee owner adjust an internal lot restriction imposed by the county;*
  5. *Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area; and*
  6. *Notice has been given to adjacent property, in accordance with section 8-3-12 of this title. (Ord. 10-16, 12-14-2010)*

## ANALYSIS OF STANDARDS

Standards	Findings	Rationale
<p><i>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-64 states the following:</i></p> <p><i>Prior to the County Council's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County an <u>amended plat map and complete supporting preliminary plat and final plat</u> information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.</i></p> <p><i>Therefore, this plat amendment has been reviewed for preliminary and final plat standards.</i></p>		
<p><b>8-12-24: PRELIMINARY PLAT SUBMITTAL:</b> <i>The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:</i></p>		
<p><b>A</b></p>	<p><b>Vicinity Map</b></p> <ol style="list-style-type: none"> <li>1. Drawn at a maximum scale of one thousand feet (1,000') to the inch.</li> <li>2. Show all existing and proposed roadways in the vicinity of the proposed development.</li> <li>3. A north arrow.</li> <li>4. The nearest section corner tie.</li> <li>5. Subdivision name.</li> </ol>	<p>Complies</p>
<p><b>B</b></p>	<p>Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.</p>	<p>Complies</p>
<p><b>C</b></p>	<p>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</p> <ol style="list-style-type: none"> <li>1. Drawn at a scale not smaller than one hundred feet (100') to the inch.</li> <li>2. A north arrow.</li> <li>3. Subdivision name.</li> <li>4. The layout and names and widths of existing and future road rights of way.</li> <li>5. A tie to a permanent survey monument at a section corner.</li> <li>6. The boundary lines of the subdivision with bearings and distances.</li> <li>7. The layout and dimensions of proposed lots with lot areas in square feet.</li> <li>8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces.</li> <li>9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings.</li> </ol>	<p>Complies</p>

	<p>10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas.</p> <p>11. Location and ownership of all adjoining tracts of land.</p> <p>12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010)</p>		
D	<p>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> <li>1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.</li> <li>2. Topography at two foot (2') contour intervals.</li> <li>3. North arrow.</li> <li>4. Subdivision name.</li> <li>5. Areas of substantial earthmoving.</li> <li>6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains.</li> <li>7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA).</li> <li>8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage.</li> <li>9. Show any existing wetlands.</li> <li>10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012)</li> </ol>	Does Not Apply	
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> <li>1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.</li> <li>2. North arrow.</li> <li>3. Subdivision name.</li> <li>4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications.</li> <li>5. Show location and dimensions of all utility easements.</li> </ol>	Does Not Apply	Utility Lines as stated on the Plat Amendment will be relocated within the Public Utility easements.
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> <li>1. Three (3) copies of a geotechnical soils report.</li> <li>2. A traffic report when required by the planning commission or county engineer.</li> <li>3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision.</li> <li>4. Service agreements from all utility companies or providers.</li> <li>5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval.</li> <li>6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist.</li> <li>7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat.</li> <li>8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health</li> </ol>	Complies	

	<p>department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development.</p> <p>9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply.</p> <p>10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.</p>		
G	When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.	Complies	
H	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	Complies	The applicant agrees to these terms.
I	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	Does Not Apply	
J	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	Complies	
K	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	Does Not Apply	
L	Any additional submittal requirements required for or by master planned development reserves, specific development agreements, or requirements and conditions of other applicable ordinances or previous approvals. (Ord. 10-16, 12-14-2010)	Does Not Apply	
<b>8-12-32: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:</b>			
A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all	Will Comply	Historically, staff has recommended the applicant wait to print the final mylar in the event that the Planning Commission recommend changes to the plat.

	details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.		
B	The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.	Complies	
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	
D	Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Commission recommend changes to the plat.
E	An accurate and complete survey, which conforms to Utah state law.	Complies	The survey has been completed.
F	Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.	Complies	
G	The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.	Complies	
H	All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.	Complies	
I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street	Complies	

	addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.		
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat: 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor.	Complies	
N	The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate: 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form:  <p style="text-align: center;"><i>OWNERS DEDICATION</i></p> <p style="text-align: center;"><i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have her.,leunto set out hands this day of, 21.</i></p> <p style="text-align: center;"><i>(Add appropriate acknowledgments)</i></p> 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor.	Complies	

	<p>7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat.</p> <p>8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards.</p> <p>9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county.</p>		
O	<p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p>	Does Not Apply	
P	<p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p>		

**DEPARTMENT COMMENTS/RECOMMENDED MOTIONS**

Public Works: No comments received

Fire/EMS Services: No comments received

Engineering/Surveyor: No Comments received

Recorders: No comments received

Zoning: The zoning is R1-12:

**Recommended Motion**

**Sample Motion for a recommendation for Approval** – “I move to approve the Rose Hill Phase 4 Plat Amendment, application #22.064, located at 5684 Garnet Drive based on the findings and with the conditions listed in the staff report dated April 4, 2023.”

**Sample Motion for a recommendation for Approval with conditions** – “I move to approve the Rose Hill Phase 4 Plat Amendment, application #22.064, located at 5684 Garnet Drive based on the findings and with the conditions listed in the staff report dated April 4, 2023, with the following additional conditions:”

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

**Sample Motion for a recommendation for Denial** – “I move to deny the Rose Hill Phase 4 Plat Amendment, application #22.064, located at 5684 Garnet Drive based on the following findings:

1. *List any additional findings...*



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Attn: Julie Rees  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: 801.845.4013

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

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

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

commission Meeting Date: 4/4/23

Time Requested: 5 MIN

Name: Commission Vice Chair Fackrell

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Associated County Department: COMMISSION

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

Approve the Budget for the Broadband Grant.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

✓

FB

# BROADBAND INFRASTRUCTURE

## Morgan County Broadband Plan Quote

### Stakeholder Outreach and Planning Overview

---

Horrocks will conduct a public outreach campaign and a planning process to:

- Encourage stakeholders and the public to complete a survey and the Speed Test to identify the infrastructure needs in Morgan County.
- Assist in gathering stakeholder feedback.
- Analyze connectivity data and map out infrastructure needs.

Horrocks will assess existing broadband infrastructure and public survey data to identify gaps in broadband service and digital equity needs and create a County Broadband Plan according to the standards of Connecting Utah.

Horrocks will adapt the existing Connecting Utah website and survey to Morgan County stakeholders. This survey will be hosted on a platform that Horrocks currently has access to. The existing Speed Test will also be utilized. Our team can also assist with directing residents from the Morgan County website to the survey website.

### Assumptions

---

1. The contract length will be five months from March 2023 through July 2023.
2. Client meetings will be online via Teams or Zoom. In-person meetings are noted in the scope.
3. Connecting Utah branding as well as any desired County branding will be used on all materials.
4. Any requests for translated materials will be provided by Morgan County.

### Deliverables

---

Create a Local Broadband Plan for Morgan County, according to the standards of the Utah Broadband Center and following the template provided at <https://www.connectingutah.com/local-planning-grant-materials>.

The completed Local Broadband Plan for Morgan County will include:

1. Data from Public Surveys and Speed Tests
2. Stakeholder Feedback
3. Connectivity Data and Maps illustrating infrastructure needs.

### Scope of Work

---

#### *Project Management*

1. Set up project accounting, and schedule and cost control updates. Assume five invoices.
2. Administer QC/QA on all materials. Assume two hours per month.

**Labor Hours Estimate: 13 hours**

**Cost: \$1,430**

#### *Stakeholder Outreach*

1. Develop public outreach plan that includes audience identification, focus areas, key messaging, existing distribution channels, and a schedule of activities.
2. Develop landing page on Connecting Utah for Morgan County ([connectingutah.com/morgancounty](http://connectingutah.com/morgancounty)) that includes an adapted survey for the public.
3. Prepare for and participate in Horrocks in-house team meetings. Regular internal coordination meetings with various Horrocks team members. Assume 16, 30-minute meetings with three individuals.
4. Prepare for and participate in regular client meetings. Assume four one-hour meetings with two individuals from Horrocks.
5. Manage hotline and email inquiries. Assume one hour per week.

**Labor Hours Estimate: 45 hours**

**Cost: \$4,950**

#### *Survey Data Collection*

1. Horrocks will adapt the existing Connecting Utah survey for Morgan County to include availability and affordability measurements. The survey will be created and administered using SurveyMonkey.
2. Develop written and visual content packages to distribute to partnering entities to encourage survey participation. Assume one content package to include website, newsletter, and social media copy.
3. Develop and secure one online geo-targeted ad via Facebook.
4. Develop flyer with key messaging to be used electronically and in printed form. Assume one flyer and 500 prints.
5. Prepare for and conduct door-to-door canvassing to obtain survey responses in targeted areas. Assume four, three-hour canvassing efforts with two individuals.

**Labor Hours Estimate: 58 hours**

**Cost: \$6,380 (includes labor, mileage, printing, and social media ad cost)**

## **Public Outreach & Planning Scope**

---

### ***Speed Test Data Collection***

1. Develop written and visual content package to distribute to partnering entities to encourage Speed Test participation. Assume one content package to include website, newsletter, and social media copy.
2. Develop and secure one online geo-targeted ad via Google Ads.
3. Prepare and produce mailer to encourage Speed Test participation. Assume one unique mailer, distributed to 600 people.
4. The team will analyze data collected from the survey and Speed Test campaigns to validate and verify existing broadband availability.

**Labor Hours Estimate: 39 hours**

**Cost: \$4,290 (includes labor, printing, mailing and online ad cost)**

### ***Post-Outreach Debrief***

1. Prepare for, schedule and participate in in-person debrief with Morgan County to discuss data gathered and if any additional outreach is needed. Assume three individuals from Horrocks will participate.

**Labor Hours Estimate: 18 hours**

**Cost: \$1,980**

### ***Technical Analysis for Infrastructure Planning***

1. Analyze data and results from surveys. Research demographic information, broadband pricing information, broadband access information, and needs assessment.
2. Develop the Morgan County Broadband Plan according to the standards of Connecting Utah and National Telecommunications and Information Administration.
3. Perform cost analysis on planned broadband projects.
4. Create maps showing existing conditions and future broadband planning.

**Labor Hours Estimate: 100 hours**

**Cost: \$10,970**

## Public Outreach & Planning Scope

---

### Estimate

---

Tasks	Total Cost
Project Management*	\$1,430
Stakeholder Outreach*	\$4,950
Survey Data Collection*	\$6,380
Speed Test Data Collection*	\$4,290
Post-Outreach Debrief*	\$1,980
Technical Analysis*	\$10,970
<b>TOTAL INFRASTRUCTURE PLAN</b>	<b>\$30,000</b>



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

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

commission Meeting Date: 4/4/23

Time Requested: 10 min

Name: Commissioner Matt Wilson

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Associated County Department: \_\_\_\_\_

**COMMISSION**

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

Ratify the Fire Truck purchase.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY


Fb



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commission Meeting Date: 4/4/23

Time Requested: 10 min

Name: Commissioner Matt Wilson

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Associated County Department: \_\_\_\_\_

**COMMISSION**

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

i. Approval of the employees use of Gun Range.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY


F7



# County Commission Agenda Request Form

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

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

commission Meeting Date: 4/4/23

Time Requested: 10 min

Name: Commissioner Matt Wilson

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Associated County Department: \_\_\_\_\_

**COMMISSION**

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

- i. Auditorium fees waived for Hunter's Safety class.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

✓

FB



## County Commission Agenda Request Form

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

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

commission Meeting Date: 4/4/23

Time Requested: 10 min

Name: Human Resource - Julie Rees

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Associated County Department: \_\_\_\_\_

Human Resources

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

Approval of the Agreement for background checks with Applicant Pro, an existing software.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

✓

24



## Comprehensive Criminal Background Check

### Includes:

- Instant Criminal Multi-State Database Search
  - Government and Terrorist Watch Lists
  - National Sex Offender Registry Search
  - Social Security Number Trace
  - Alias Search
- 7 Year County Felony & Misdemeanor Criminal Records
  - \*Additional County Access Fees May Apply



## Additional Products Available

Additional products that can either be included in a package or added individually. Please see Product Descriptions for additional detail.

- \$8.00 - PER Verification of Employment, Education or Licenses
  - Additional Third Party Access Fees may apply - see description on page 3
- \$8.00 - PER Prior Supervisor Reference Request
- \$10.00 - PER DOT Regulated Previous Employer Verifications
  - Includes the required Safety Performance Review & Drug and Alcohol Test History
- \$8.00 - Federal Court Records - per District
- \$6.00 - Motor Vehicle Reports (MVR) - plus applicable State Fee
- \$8.00 - Credit Check

### Drug Testing

- \$46.00 - 5 Panel eCup Drug Test
- \$54.00 - 10 Panel xCup Drug Test
- \$61.00 - DOT Drug Test

## Product Descriptions

**County Court Access Fees:** Some County courts charge a fee to access their court records. In these instances, we will pay for these fees up front to obtain the records, and then bill you for the fee on your invoice. A list of current County court access fees can be found at <http://www.proscreening.com/fees>

**InstaCriminal Multi-State Alias Search:** The InstaCriminal Multi-State Alias Search is a database containing millions of criminal records from thousands of jurisdictions across the country. If a crime was committed outside the Counties where your applicant has lived, this database is your best chance at finding it. If a criminal hit is found in the InstaCriminal Multi-State Alias Database Search, it is our policy to pull the County criminal record to obtain all available information to ensure the record being reported is accurate and up-to-date. This helps to fulfill our reporting requirement of maximum possible accuracy.

**National Sexual Offender Registry Search:** Includes all offenders currently registered with the National Sex Offender Registry.

**SSN Trace:** Using the SSN of your applicant, we examine the name and address history of your applicants to determine the best name(s) and jurisdiction(s) to search for criminal records during the past seven years. ProScreening utilizes this information internally only, so this data will not be reported on the final report to you.

**County Criminal Record Search:** County Criminal Court Records are where the most thorough and up-to-date criminal case information is stored. A county search will typically disclose convicted Misdemeanor and Felony records, as well as the: jurisdiction, type of offense, offense description, case number and case disposition.

**Federal Court Records:** Federal criminal, civil or bankruptcy searches can identify records such as interstate drug or arms trafficking, identity theft, embezzlement, kidnapping or crimes that occur on Federal property. These records are especially useful for management & financial positions.

**Motor Vehicle Records (MVR):** Instant in most states. Additional state access fees apply. MVR state access fee guide is available upon request. Annual MVR Report Runs available. **Price quoted does not include State Fee.**

**Employment Verification:** verify dates of employment, position, salary, reason for leaving.

**Education Verification:** verify dates of attendance, area of study and degrees obtained (if applicable).

**Professional License Verification** verify professional licensure and standing.

**DOT Employee Verifications** as required by the DOT per the FMCSA regulations, both Driver Safety Performance and Drug and Alcohol test history are verified for applicants in a DOT regulated position.

**\*\*Third Party Fees – Some employers and most higher education institutions outsource verifications to a third party system. These third party systems incur additional fees. You will choose whether or not you want us to perform verifications which require the use of these systems. If you opt to not incur these additional third party charges, the verification will be closed unverified.\*\***

### Drug Testing Information

#### How does the Drug Testing work?

- You place the order for a drug test.
- Using the applicant's home address, we find the closest clinic to your applicant from our nationwide network!
- An email is sent to the applicant telling them what clinic to go to for their drug test, what to bring with them, and how long they have to complete the test.
- Our eCup drug test will return negative results the same day.
- Results are sent electronically to the individual who ordered the test.
- Any Medical Review Officer (MRO) fees are included in the cost of the test.
- We pay the lab and clinics and invoice you on your Background Check Invoices.

**5 Panel Test Includes:** Cannabinoids (THC), Cocaine, Amphetamine, Opiates, Phencyclidine (PCP). Rapid 5 Panel Tests available as well as lab processed tests.

**DOT Test Includes:** THC, Cocaine, Amphetamines, Opiates, PCP, MDMA Powder Ecstasy, Oxycodone/Oxymorphone, 6-AM, Hydrocodone/Hydromorphone, Methamphetamines

**10 Panel Test + Oxy:** \*OxyContin (a narcotic painkiller) is NOT included in standard drug tests (although it is an Opiate, it doesn't metabolize as one), so we have added it as an additional panel due to the heavy abuse of the painkiller OxyContin.

### Terms and Conditions

- The quoted rates will be honored for 3 months past the date of quote, and sold client rates are guaranteed for 12 months. Rates are subject to review by ProScreening anytime thereafter.
- Any State or County Access Fees assessed to ProScreening to obtain a record are not included in the quoted prices and will be billed to the client separately as a pass-through fee.
- Alias or alternate names require separate court record requests and are billed individually.

# PRO Screening



## Instant Criminal Multi-State Database Search

### Primary Searches Include:

- **National Sex Offender Registry**
- **Multi-State Database Search** - Searches as many Counties and States as possible at one time to see if your Applicant committed a crime outside of where they have lived.
- **Social Security Number Trace** - Identifies where an Applicant has lived for the last 7 years so that we know which County Court Records to pull.
- **Alias Search** **\*\*Critical for finding if the Applicant has Alias Names. Since Court Records are tracked and filed by Name and DOB ONLY and NOT by SSN, if an Applicant committed a crime under a different name, you won't find the crime unless you pull the records from the Alias Name as well.\*\***

### Also includes:

INTERPOL Most Wanted  
OFAC - Specially Designated Nationals List  
OFAC - Foreign Sanctions Evaders List  
Denied Persons List  
OTS - Enforcement Actions List  
OSFI - Canadian Sanctions List  
OIG - Health and Human Services Exclusions  
System for Award Management (SAM) - Excluded Parties List/EPLS  
FDA - Debarment List  
Most Wanted List\* (See Most Wanted Lists Below)  
National Credit Union Administration - Administrative Orders  
FDIC - Federal Deposit Insurance Corporation - Enforcement Decisions and Orders  
Immigration and Customs Enforcement - Most Wanted  
Federal Reserve Board - Enforcement Actions  
FDIC - Failed Bank List  
Americas Most Wanted Fugitive List - Historical Data (Inactive: 7/25/2012)  
NCIS - Most Wanted Fugitives  
SEC - Enforcement Actions (Delayed)  
OIG - Most Wanted Health Care Fugitives  
US Dept of Treasury - Primary Money Laundering Concern List  
US Dept of State - Fugitives from Justice List  
National Counterterrorism Center - Comprehensive Terrorist List

### \*Most Wanted Lists Searched:

Secret Service Most Wanted  
US Marshals Most Wanted  
Air Force Fugitives  
FBI Crimes Against Children  
FBI Criminal Enterprise  
FBI Domestic Terrorism  
FBI Cyber Crimes  
FBI Violent Offenders  
FBI Top 10  
FBI Seeking Information War on Terrorism  
FBI Violent Murders  
FBI Terrorists  
FBI White Collar  
USPS Most Wanted

DEA Most Wanted (includes DEA agencies in Atlanta, Boston, Caribbean, Chicago, Dallas, Denver, Detroit, El Paso, Houston, LA, Miami, Newark, NYC, Orleans, Philadelphia, Phoenix, San Diego, San Francisco, Seattle, St Louis)

# **PRO** Screening

## **Brief Explanation of the Pages to Follow**

### **Services Agreement: Pages 2-8**

(Sign and date page 8)

### **Exhibit A: Criminal Record Reporting Policy: Page 9**

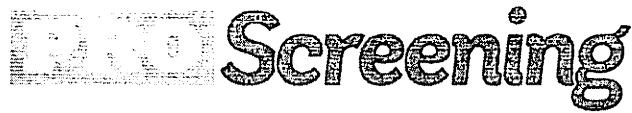
(Sign and date)

### **Exhibit B: Surcharges: Page 10**

(Sign and date)

### **Exhibit C: Verifications: Page 11**

(Sign and date)



## BACKGROUND CHECK SERVICE AGREEMENT

ProScreening is a provider of background screening information products and services, including Consumer Reports and Investigative Consumer Reports (collectively "Background Reports"). The undersigned (hereinafter referred to as "Client") desires to obtain products and services from ProScreening. NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, ProScreening and Client hereby agree as follows:

1. **General Legal Compliance Obligations.** Client agrees to comply with all federal, state and local statutes, regulations and rules applicable to the acquisition and/or use of background screening information, including, but not limited to, the Fair Credit Reporting Act (FCRA), Title VII of the Civil Rights Act of 1964, and the Gramm Leach Bliley Act.
2. **Additional Legal Compliance Certifications For All Background Reports.**
  - a. **Permissible Purpose.** Client certifies that it shall order Background Reports from ProScreening solely for "employment purposes," as defined by the FCRA. Client shall not request, obtain, or use Background Reports received from ProScreening for any other purpose. Client will immediately alert ProScreening before ordering a Background Report if it believes it may need a Background Report for a purpose other than "employment purposes." Client understands that, under the Fair Credit Reporting Act any person who knowingly and willfully obtains Consumer Reports or Investigative Consumer Reports from a consumer reporting agency under false pretenses is subject to a fine or imprisonment, or both.
  - b. **Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Background Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Background Report will be run ("the Consumer"). The "disclosure" shall explain that a Consumer Report and/or Investigative Consumer Report may be procured for employment purposes. The "disclosure" shall also describe the nature of the Background Reports to be ordered and meet all other requirements specified by applicable law. Among other things, the Disclosure shall "stand alone" and not be combined with or stapled to any employment application or other document. The Disclosure shall also not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
  - c. **State Law Notifications.** Client certifies that before ordering a Background Report from ProScreening, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client agrees that it will work with experienced legal counsel to ensure that all applicable requirements are accounted for.
  - d. **Written Authorization From Subject of Each Report.** Client certifies that it will obtain authorization in writing, or by electronic means through the use of the ProScreening system, from the consumer prior to obtaining Consumer Reports or Investigative Consumer Reports about such consumer. It shall also maintain such documentation for a minimum of (5) five years, or as otherwise required by law.
  - e. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Consumer Report or Investigative Consumer Report in violation of any applicable federal or state equal employment opportunity law or regulation.
  - f. **Pre-Adverse Action Notifications.** Client certifies that before taking adverse action based in whole or in part on a Consumer Report or Investigative Consumer Report, it shall provide the consumer:
    - i. A copy of the Consumer Report or Investigative Consumer Report;
    - ii. A federal governmental notice entitled "A Summary of Your Rights under the Fair Credit Reporting Act"; and

iii. A reasonable period of time to identify any errors or inaccuracies in the Consumer Report and/or Investigative Consumer Report.

g. **Post-Adverse Action Notifications.** Client further certifies that when taking adverse action based in whole or in part on the Consumer Report or Investigative Consumer Report, it shall provide the consumer:

- i. The name, address and telephone number of the consumer reporting agency and a statement that the agency did not make the decision to take the adverse action and is unable to provide the consumer with the specific reasons why the adverse action was taken; and
- ii. A notice of the consumer's right to obtain a free copy of the Consumer Report or Investigative Consumer Report from the consumer reporting agency within 60 days of the notice and to dispute the accuracy or completeness of any information in the report.

h. **Disputes.** If a dispute as to the accuracy of the report is raised by the Consumer during the waiting period identified in section (f) above, Client will afford ProScreening the legally-allowed time to resolve the dispute before deciding whether to take adverse action.

i. **Certifications Associated With Each Order.** By having ProScreening prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by End-User (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by ProScreening will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, End-User will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having ProScreening prepare a Consumer Report or Investigative Consumer Report, Client is also certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any report received by Client from ProScreening, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Section Cal. Civ. 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

### 3. **Additional Legal Compliance Certifications For Specific Types Of Background Report Information.**

a. **Investigative Consumer Report Information.** If applicable, Client certifies that it shall comply with additional requirements pertaining to Investigative Consumer Reports, as outlined in 15 U.S.C. § 1681d. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having ProScreening prepare an Investigative Consumer Report, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by an applicant or employee for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and ProScreening of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.

b. **Credit History Information.** If Client chooses to order credit reports from ProScreening, it certifies the following:

1. Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain

additional notifications before a credit check for employment purposes is conducted. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of credit reports.

2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
  - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security numbers.
  - b. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. ProScreening will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
  - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.
  - d. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between ProScreening and Client for scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through ProScreening, Client shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, unless required by law.
  - e. Client shall release and indemnify the credit reporting agency from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided by the Company pursuant to this agreement.
  - f. Client shall comply with any other requirement imposed by a credit reporting agency, so long as ProScreening makes Client aware of such a requirement.
- c. **Criminal Report Information.** ProScreening recommends that Client screen its employees at the county level, as well as using federal and multi-state/nationwide databases. Client understands that ProScreening cannot be held responsible for any records that exist that do not fall within the ProScreening of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database report will only be offered in conjunction with a county or state-level verification of any possible "hit" and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities imposes restrictions on the use of criminal history information, and that the EEOC counsels that employers should engage in a multi-step process when evaluating criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.
- d. **Motor Vehicle Record Report Information.** Client hereby certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 et seq.) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain "driving records." Client also certifies that it will use MVRs only in the

normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. Client shall not retain or store any ProScreening-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a consumer's MVR in the consumer's personnel file. Client shall not transmit any data contained in the reported MVR via the public internet, electronic mail or any other unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by ProScreening. Client agrees to complete such state-specific written consent materials as required by law or requested by ProScreening. Client further agrees to maintain such materials for no less than five years.

e. **Drug Testing.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to use drug testing. For example, Minnesota only allows employers to conduct drug testing in certain situations and further requires that certain notices be provided. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of drug test results received from ProScreening.

f. **The Work Number.** Client acknowledges that special requirements are imposed by "The Work Number" before access to "The Work Number" may be provided by ProScreening. If Client chooses to order such information from ProScreening, Client agrees as follows:

1. Client shall hold "The Work Number" and its agents harmless from any claims or injuries arising out of Client's use of "The Work Number."
2. Client shall not forward or share "The Work Number" information with any third-party, except as required by law.
3. "The Work Number" information will only be obtained by Client for the permissible purpose identified in this Agreement.
4. Client is not one of the companies identified by "The Work Number" as a "Business that Cannot Be Provided The Work Number Information."
5. Client is in compliance with Vermont laws and any other applicable state laws regarding consumer credit or consumer identity protection.

4. **Maintaining Privacy and Security of Information.** Client agrees to fully support and implement policies that protect the confidential nature of information furnished by and through ProScreening and ensure respect for consumers' rights to privacy. Among other things, Client will: (1) restrict the ability to obtain Consumer Reports or Investigative Consumer Reports to key personnel whose duties reasonably relate to the employment purpose for which the report is requested; (2) safeguard access to related software; (3) safeguard access to websites where Consumer Reports or Investigative Consumer Reports can be obtained; (4) protect Client's background screening identification and passwords; (5) properly destroy hard copies and electronic files of Consumer Reports and/or Investigative Consumer Reports as appropriate; and (6) not sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law. Client agrees that when it disposes of any consumer information, it will do so properly so as to prevent unintended releases of information. "Consumer Information", as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a Consumer Report or Investigative Consumer Report or is derived from a Consumer Report or Investigative Consumer Report. Client shall comply with all applicable state laws regarding consumer identity protection. Client will implement strict security procedures designed to ensure that Client's employees shall only use Background Reports in accordance with this Agreement. Client will inform Client's employees of the provisions of this Agreement. Client shall utilize training materials to train and educate its employees on proper security procedures consistent with industry standards.

5. **ProScreening's Audit Rights.** Client will cooperate with all requests for information and/or documentation to support compliance with this agreement and the Fair Credit Reporting Act. For example, Client agrees that ProScreening may re-verify, through audit or otherwise, that Client is in fact the Client of the Consumer Report or Investigative Consumer Report, and not reselling or otherwise providing or transferring the Consumer Report or Investigative Consumer Report in whole or in part to any other person or entity. ProScreening may utilize a third-party vendor to perform an on-site inspection of Client's business, and Client agrees to allow access to such third-party.

6. **No Warranties.** ProScreening assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories, and third-party researchers. Client understands that these information sources and resources are not maintained by ProScreening. Therefore, ProScreening cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, ProScreening has in place procedures to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law. Client understands that ProScreening obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **PROSCREENING MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE. PROSCREENING EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
7. **Indemnification.** Client shall indemnify, defend, and hold harmless ProScreening, its affiliates, vendors, and subsidiaries and their respective officers, directors, employees, and agents from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims") related to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, and/or (iii) Client's negligence, misconduct, recklessness, errors or omissions.
8. **Limitation Of Liability:** **PROSCREENING SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF PROSCREENING WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, PROSCREENING SHALL NOT BE LIABLE TO CLIENT FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO PROSCREENING DURING THE YEAR IN WHICH SUCH LIABILITY AROSE.**
9. **Decision-making.** Client understands and agrees that ProScreening does not make the decision to deny employment or take any other adverse action based on any reported findings in the ProScreening investigation process. This responsibility falls solely with the Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by ProScreening.
10. **Pricing.** Client has received ProScreening's price schedule. Client hereby agrees to such pricing. ProScreening reserves the right to change pricing on a going-forward basis. However, Client will be given at least 14 days' notice in advance of any change/update the pricing schedule.
11. **Payment.** Client agrees to terms of payment net 30 days with invoicing on the 1<sup>st</sup> and 15<sup>th</sup> of each month. As a courtesy, ProScreening will provide summary billing for the previous billing period. Payments are due by the thirtieth for invoices sent on the 1<sup>st</sup>, and the fifteenth of the following month for invoices sent on the 15<sup>th</sup> and subject to, at the discretion of ProScreening, a late charge of one and one half percent per month, eighteen percent per annum interest charge. All legal, collection, and court costs incurred for collection of past due amounts, will be added to the outstanding balance.
12. **Retention of Documents.** ProScreening will retain Background Reports consistent with its then-applicable document retention policy. As of the effective date of this Agreement, Client will have access to previously-ordered Background Reports for three (3) years from the date of the Background Report. However, this retention period is subject to change at ProScreening's discretion. ProScreening will provide notice ahead of any change to its retention policy. Client understands that its access to Background Reports is also subject to any limitations under applicable law.
13. **Scope of Information Provided.** ProScreening shall seek out and deliver information consistent with the service descriptions set forth on Exhibit A, B, and C below. Client understands that it must review and consider the scope of a search before placing an order with ProScreening. Client also understands that it will not receive information from ProScreening that falls outside of a requested search, and that it will not receive information that ProScreening determines—in its sole discretion—to be unreportable under applicable law. ProScreening may adjust its "scope of search" parameters at any time, but will attempt to provide advanced notice when reasonably possible.
14. **Vendor Policies and Audit Rights.** Client hereby agrees to comply with all policies and procedures required by ProScreening's Consumer Reporting and Investigative Consumer Reporting vendors. ProScreening will give Client as much notice as possible prior to the effective date of any such new policies required in the future, but cannot guarantee that

extended notice will be possible. Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest. Client agrees that ProScreening's Consumer Reporting or Investigative Consumer Reporting vendors shall have the right to audit records of Client that are relevant to the provision of services set forth in this Agreement. Client further agrees that it will respond within a requested time frame for information requested by ProScreening's Consumer Reporting or Investigative Consumer Reporting vendors regarding information provided by such vendor. Client also authorizes ProScreening to provide copies of any information regarding Client to ProScreening's Consumer Reporting or Investigative Consumer Reporting vendors. Client understands that vendors may suspend or terminate access to the vendor's information in the event Client does not cooperate with any audit.

15. **Federal Governmental Notices:** Client hereby acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports." These required notices can be found by visiting: <https://proscreening.zendesk.com/hc/en-us/articles/221501228-FCRA-Notices>
16. **No Legal Advice:** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel regarding the acquisition and use of Consumer Reports and Investigative Consumer Reports. Client understands and acknowledges that ProScreening is not a law firm and does not provide legal advice in connection with ProScreening's furnishing of Reports to Client or Client's use of such Background Reports. Client understands that any communications by ProScreening's employees or representatives regarding searches, verifications or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by ProScreening. Client understands that sample forms or documents made available by ProScreening to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of ProScreening's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use ProScreening's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of ProScreening), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify, defend, and hold harmless ProScreening, its vendors and service providers, affiliates, and subsidiaries and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims"), related to Client's use of sample forms, sample documents, or processes made available by ProScreening.
17. **Security Breaches Experienced By Client.** Client shall notify ProScreening of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person within 24 hours following discovery thereof.
18. **Term.** This Agreement shall be effective as of the date it is executed on behalf of Client by an authorized representative of Client and shall be at will and may be terminated at any time by either party. Client shall remain responsible for the payment for any services provided to Client by ProScreening prior to any such discontinuance.
19. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, neither party shall assign or otherwise transfer this Agreement or any interest herein without the prior written consent of the other party.
20. **Force Majeure.** The obligation of ProScreening to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
1. **Partial Enforcement.** In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement.

22. **No Waiver.** Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.
23. **Independent Contractor.** Each party (and its employees) is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
24. **Applicable Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Utah. Both parties agree that any legal disputes will be handled in the appropriate state court in Utah or the appropriate federal court in Utah. Both parties agree that personal jurisdiction exists in Utah.
25. **Survival.** The following provisions shall survive termination of this Agreement: 1, 4, 6, 7, 8, 9, 11, 16, and 25.
26. **Entire Agreement.** This Agreement, along with any exhibits and/or attachments, constitutes the entire Agreement between the parties and supersedes any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except by a writing signed by both parties.

**Client**

Specific Business Purpose: Employment Purposes

Company Name: Morgan County

Authorized Signer: Michael L. Newbrn

Signature: Michael L. Newbrn

Date: 4/4/2023

**ProScreening**

Name: Kyle McKinney

Title: Director of Operations

Signature: 

## Exhibit A: ProScreening Criminal Record Reporting Policy

ProScreening strictly complies with the Fair Credit Reporting Act (FCRA) and other applicable laws. ProScreening's criminal record reporting policy is detailed below.

### Instant Database Records

All instant database records will be verified to ensure the record is complete and up-to-date before they are reported to our Clients. Additional charges may apply to ensure only completely accurate and up-to-date records are reported. The verification process includes but is not limited to:

- 1) Contacting court clerks in the jurisdiction(s) of the reported offense(s) for verification. Please note that some jurisdictions will require a formal, written public request to release records.
- 2) Ordering a county criminal search in the county(s) of the reported offense(s). This means county criminal search(es) may be added to reports for verification purposes. If a county search is required for verification, the regular county search fee will apply.

### Search Scope

ProScreening's default search and reporting ProScreening for criminal history is seven years. On occasion, courts may provide records with disposition dates exceeding seven years from the report date. In these cases, the records may be reported by ProScreening (at its discretion), state law permitting.

The following states limit the reporting of criminal convictions to seven years: CA, CO, KS, MD, MA, MT, NV, NH, NM, NY, TX and WA.

ProScreening will consider the following when determining whether or not a record is reportable in any of the aforementioned states: which state does the applicant or employee currently reside in and which state will the applicant or employee work in.

Requests for criminal searches and reporting exceeding seven years (to a maximum of 10 years), federal and state law permitting, will incur additional fees per year searched.

### Non-Convictions, Deferrals & Dismissed Cases

ProScreening will not report cases with dispositions of 'Dismissed', 'Nolle Prose', 'Nolle Prosequi', 'No File' and other similar dispositions.

Cases with dispositions of 'Deferred Adjudication', 'Adjudication Withheld', 'Plea in Abeyance' and other similar dispositions will be limited to seven years (unless state law precludes ProScreening from reporting at all).

### Traffic Cases

ProScreening does not report traffic cases (except criminal DUI's and DUI related offenses) as part of criminal records. If you will need access to traffic cases, please contact your account manager to add the MVR product to your reports.

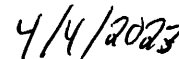
### Common Names

ProScreening requires all virtual and in person researchers to provide a minimum of two personal identifiers per case for subjects with uncommon names and a minimum of three personal identifiers per case for subjects with common names. Common names are defined and outlined by the [2010 United States Census Bureau](#). Cases below the minimum requirement of confirmed identifiers will not be reported to the end user under any circumstance.

Client has read and understood ProScreening's criminal record reporting policy. Client understands that ProScreening reserves the right to change its criminal history reporting policy at any time, but that ProScreening will take reasonable steps to alert Client to any changes. Client also understands that if ProScreening determines in any instance that it is unable to report information under applicable law, it will not do so.



Authorized Signature



Date

## Exhibit B: Court Access Fees, MVR State Fees and Third Party Verification Surcharges

Background check reports containing County Criminal searches, Motor Vehicle Records (MVR's), Education Verification and/or Employment Verification are subject to additional fees. In rare cases, other background check products may also be subject to additional fees not included in the list below.

### Court Access Fees

Court access fees are additional fees charged by court administration for access to court records. These fees are in addition to the quoted ProScreening County Criminal Search fee. You can visit [www.proscreening.com/fees](http://www.proscreening.com/fees) for a current Court Access Fee schedule.

### MVR (Motor Vehicle Record) State Fees

MVR State fees are in addition to the quoted ProScreening MVR search fee. Each state charges its own separate fee. Contact us at [support@proscreening.com](mailto:support@proscreening.com) to request a current MVR State Fee schedule.

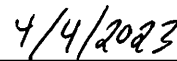
### Third Party Verification Surcharges

Third party verification surcharges are in addition to the ProScreening education/employment verification fee. These surcharges apply when educational institutions and/or employers refer ProScreening to a third party verification system for education verification and/or employment verification. If an educational institution or employer refers ProScreening to a third party verification system, the use of this system is required for verification. If you have elected to decline the use of these systems, the verification will not be performed. *The vast majority of colleges/universities and many employers utilize third party systems for verification purposes.* The average education verification surcharge is \$9.00 per institution. The average employment verification surcharge is \$15.25 per employer.

I have read and understand that additional fees, as outlined above, may be included in the final price of a background check. Furthermore, I understand that fees are subject to change without notice, and that in rare cases, other background check products may also incur additional fees not included in the list above.



Authorized Signature



Date

## Exhibit C: Verifications

Below are ProScreening's standard questions and procedures for performing verifications. Please read carefully and sign below acknowledging your receipt and understanding of these procedures. Please sign and date this document even if verifications will not be included in your background check package(s).

### Employment Verification

Standard Questions: Title or Position; Start Date; End Date; Wage or Salary; Full-Time or Part-Time; Reason for Leaving.

### Education Verification

Standard Questions: Dates Claimed; Degree(s) Claimed; Degree Date; Major(s) Claimed; GPA Claimed (if provided by the applicant); Honors Claimed (if provided by the applicant).

### Professional License Verification

Standard Questions: License Type; State of Issue (if applicable); Date Issued; Current Status; Disciplinary Action (if any, if applicable).

### Reference Checks

Standard Questions (Personal Reference): How do you know the applicant?; What can you tell me about the applicant in terms of character?; What are the applicant's strengths?; What are the applicant's weaknesses?; Is the applicant a dependable and punctual person?; Is there anything else you would like to tell me about the applicant that would apply?

Standard Questions (Professional Reference): In what capacity did you work with him/her? Where and for how long?; What was the applicant's position and job duties?; How would you describe his/her job performance including strengths and weaknesses?; How well did he/she get along with associates?; Are you aware of why he/she left the company? Do you know if he/she is eligible for rehire? If not, why?; Is there anything you would like to add regarding him/her?

### Procedures

ProScreening will make at least one attempt daily during regular business hours to obtain a verification. An attempt is defined as any contact with the verifying agency via phone, email or fax. Each attempt will be documented in writing, and will be viewable in our system while the report is in a pending status. ProScreening customers choose the number of attempts ProScreening should make before the report is closed. If a customer does not specify the number of attempts, ProScreening will make up to five attempts before closing the verification. If a verification is closed unverified, the notes documenting the attempts will be posted inside the verification. Notes will include the date/time of the attempt and the result of the attempt. Client will incur regular verification charges for unverified verifications if ProScreening has made at least three attempts to complete the verification.

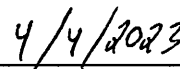
A completed verification will include (where available) the name and title of the verifier, date of the completed verification and the details of the verification.

While ProScreening makes every effort to obtain responses to all verification questions, some employers, educational institutions and licensing agencies may maintain policies to limit the information they provide in a verification. Therefore, ProScreening cannot guarantee that all information will be verified.

Client has read and understands ProScreening's verification procedures. Client understands that ProScreening reserves the right to change its verification procedures at any time, but that ProScreening will take reasonable steps to alert us to any changes.



Authorized Signature



Date



**2023**

**NO  
PUBLIC  
HEARINGS**



**2023**

**END OF  
COUNTY  
COMMISSION  
MEETING  
PACKET**