



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

December 7, 2021

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 November 23, 2021 meeting minutes
2. Approval of additional Board of Equalization adjustment
3. Ratification of the USDA Livestock Predator Control Agreement

C) Commissioner Declarations of Conflict of Interest

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

E) Action Items –

1. Austin Turner – Final payment for Pre-Disaster Mitigation Plan to BRAG
2. Bret Heiner – Fairgrounds water and power utilities project contract between Morgan County and J. Wilkinson and Sons
3. Mike Newton/Matt Wilson - Approval of expenditures from fair budget for ticket booths and computers/tablets. Possible funding for computers to come from CARES act funding
4. Blaine Fackrell – Pay for American Lands Subscription
5. Blaine Fackrell – Active Transportation Bylaws
6. Blaine Fackrell – Active Transportation members of the board
7. Matt Wilson – Approval of contract with Enterprise Fleet Services
8. Lance Evans – Proposed Final Plat for Wasatch Peaks Ranch Phase 1. Comprised of approximately 483 acres with 50 lots. Access located at approximately 4213 Morgan Valley Drive in Peterson, Utah

6:00 pm

F) Budget Hearing

Truth in Taxation Hearing

Adoption of Morgan County's 2022 Budget

- Request for a motion to adjourn public meeting and convene budget hearing
- Public Comments (Please limit comments to 3 minutes)
- Request for a motion to adjourn budget hearing and reconvene public meeting
- Resolution adopting Morgan County's 2022 Budget

G) Commissioner Comments

H) 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 1st day of December 2021

Leslie A Hyde

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Morgan County Clerk/Auditor's Office at 801-845-4011 at least 24 prior to this meeting. This meeting is streamed live. 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



MEETING MINUTES
OF THE MORGAN COUNTY COMMISSION
TUESDAY, DECEMBER 7, 2021
5:00 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH

Except as noted above, times for agenda items are approximate and may be changed as circumstances require. Agenda items may or may not be discussed in the order they are listed. Interested Commissioners of the general public are encouraged to remain in attendance for the duration of the meeting in the event discussion of an agenda time begins earlier than listed.

Commissioners Present

Robert McConnell
Mike Newton
Matt Wilson
Blaine Fackrell (joined electronically)
Jared Andersen

Others Present

Debbie Sessions
Tina Kelley
Austin Turner
Ed Schultz
Jeremy Jaques
Boyd Carrigan
Randy Sessions
Mary Kay Cowley
Zane Gray
Rae Blocker
Greg Trollan

Other Staff Present

Garrett Smith, County Attorney
Stacy Netz Clark, County Clerk/Auditor
Lance Evans, Community Development Director
Leslie A. Hyde Deputy Clerk/Auditor

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

Welcome –Commissioner McConnell opened the meeting and welcomed the public at 5:00 p.m.
Invocation and/or Moment of Reflection- The invocation was given by Commissioner Andersen.
Pledge of Allegiance-The pledge was led by Commissioner Andersen.

B) Consent Items-

1. Approval of November 23, 2021 meeting minutes
2. Approval of additional Board of Equalization adjustment
3. Ratification of the USDA Livestock Predator Control Agreement

Commissioner Newton moved to approve the consent agenda items with the noted corrections.
Seconded by Commissioner Wilson .
The vote was unanimous. The motion passed.

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

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

Austin Turner thanked the Commissioners for their support of the Sheriff's Office.

Trevor Kobe noted that he is a member of Bohman Family and the family is supportive of Wasatch Peaks. The family is concerned about protecting their property, future land use planning and having sufficient access to the property. At this time there has been no signed agreement with Wasatch Peaks.

Randy Sessions /KSBN Enterprises expressed concern for the ditch right of way that affects 4 lots in the Wasatch Peak subdivision. The ditch right of way is noted on the final plat.

E) **Action Items –**

1. **Austin Turner – Final payment for Pre-Disaster Mitigation Plan to BRAG**

Austin Turner, Emergency Management Director, appeared before the Commission with the final billing from the Bear River Association of Governments for Morgan County's Pre-Disaster Mitigation Plan update. Tasks completed as part of Step 3 include:

- Finalized GIS analysis and risk analysis for all jurisdictions in Morgan County
- Finalized potential loss calculations and table creation for incorporated and unincorporated communities to be included within the plan
- Preparation of Mitigation Strategy and Pre-Adoption meetings
- Coordination with county staff and other specialists on various elements of the plan update
- DRAFT plan completion and submittal of Utah DEM for review
- Working to complete all plan requirements and elements to comply with FEMA requirements and for final approval.

Billing is for Completion of Step 2 for \$10,000 and Completion of Step 3 for \$10,000 for a total of \$20,000 balance.

**Commissioner Newton moved to approve the remaining balance for the pre disaster mitigation plan
Seconded by Commissioner Andersen
The vote was unanimous. The motion passed.**

2. **Bret Heiner – Fairgrounds water and power utilities project contract between Morgan County and J. Wilkinson and Sons**

Bret Heiner, Public Works Director, came before the Commission with the contract between Morgan County and J. Wilkinson and sons for furnishing and installing approximately 1,400 feet of 8-inch waterline and installing approximately 720 feet of conduit for the fairgrounds water and power utilities project in the amount of \$95,246.00. This was a previously agreed upon project to be paid for from the ARPA funds. Attorney Smith noted some minor changes that need to be corrected in the contract.

Commissioner Newton moved to approve the contract between Morgan County and J. Wilkinson and sons for furnishing and installing approximately 1,400 feet of 8-inch waterline and installing approximately 720 feet of conduit for the fairgrounds water and power utilities project in the amount of \$142,373.00 to be paid from the ARPA funds.

**Seconded by Commissioner Fackrell
The vote was unanimous. The motion passed.**

3. Mike Newton/Matt Wilson - Approval of expenditures from fair budget for ticket booths and computers/tablets. Possible funding for computers to come from CARES act funding

Commissioner Newton presented the Commission with a request to purchase new laptops, tables and two sheds before the end of the year. He explained that there was a discrepancy in the financial records that the fairboard kept and the county records, through some investigation it was found that the fair revenue from online ticket sales (approximately \$42K) had not been sent to the correct county bank account. The County Treasurer was able to correct this a couple of weeks ago and the records now show the fair brought in approximately \$60,000 more than it spent this year. The excess funds are to be rolled over to the Fairgrounds Capital Improvement fund at the end of the year. The fairboard would like to make the expenditures before the end of the year. Commissioner Newton also explained that there is \$8,285 left of unexpended CARES act funds that must be used by 12/31/2021 or returned to the federal government. Commissioner Newton proposed to use that fund to purchase laptops and iPads needed for fair operations as well as two additional laptops to be used as replacement computers for county employees (IT department to use in their regular rotation). Attorney Smith noted that the structures must go through the bidding process and more bids would be required.

Commissioner Newton moved to approve the cares funding to purchase laptops and iPads for the fair and county departments for a total of \$ 8,311.20 (\$8,285 will come from cares funding and \$26.20 will come from the IT Department)

Seconded by Commissioner Andersen

The vote was unanimous. The motion passed.

Commissioner Newton moved to approve the expenditure purchases for two sheds to be used as ticket booths/office and storage space for the fairgrounds total not to exceed \$10,797.80 With the addition that we will obtain two additional bids and will go with the lowest bid.

Seconded by Commissioner Andersen

The vote was unanimous. The motion passed

4. Blaine Fackrell – Pay for American Lands Subscription

Commissioner Fackrell provided the Commission with information regarding membership with the American Lands.

Previously, Morgan County has paid membership fees in the amount of \$5,000 in August of 2019 and January of 2021. Stacy recommended waiting to pay from 2022 budget.

Commissioner Newton moved to approve the payment of membership fees in the amount of \$5,000 to be paid from account number 10-4150-210 in January 2022.

Seconded by Commissioner Fackrell

The vote was unanimous. The motion passed.

5. Blaine Fackrell – Active Transportation Bylaws

Commissioner Fackrell provided the Commission with the Morgan County Trails Advisory Committee Bylaws. He explained that these rules are supplementary to the provisions of Resolution CR-21-11 as they relate to the committee. The bylaw document outlines the committee structure, officers, duties of officers, delegated powers and duties of committee members, meetings, ad hoc committees and changes to bylaws. Commissioner Fackrell noted some changes.

Commissioner Fackrell moved to approve bylaws for the Active Transportation Committee Resolution CR-21-11 noted changes
Seconded by Commissioner Newton
The vote was unanimous. The motion passed.

6. Blaine Fackrell – Active Transportation members of the board

Commissioner Fackrell provided the following names as members of the Active Transportation Board

Members: Lillia Allen
Josh Bond
Nate Manwaring
Mike Loveland
Ron Niederhouser
Davy Rachford – Snow Basin
Justin Nederhauser – Bike team
Scott McMillan – School District
Member to be determined – TTAB

Liaisons: Lance Evans, Planning and Development
Commissioner over Active Transportation
Ty Bailey, Morgan City
Chris Chestnut, UDOT
Hugh Vanwagerner, WFRC

Chairman McConnell suggested putting out a notice to see if anyone else is interested in being a part of the board.

Item was postponed until January 4, 2022 Commission Meeting

7. Matt Wilson – Approval of contract with Enterprise Fleet Services

Commissioner Wilson explained that some vehicles are very old and need to be replaced. This contract will save us over a million dollars over 10 years. Bret Heiner has the money in his budget to replace these vehicles. It will cost the County \$503.00 per month per vehicle which includes maintenance and oil changes. Enterprise is on the state purchasing contract. The actual contracts for each vehicle will come back to the Commission for approval.

**Commissioner Wilson moved to approve the base contract general terms with Enterprise Fleet Services.
Seconded by Commissioner Fackrell.
The vote was unanimous. The motion passed.**

6:00 pm

1) Budget Hearing

Truth in Taxation Hearing

Commissioner Newton gave a presentation on the proposed Morgan County General Fund Property Taxes explaining that Morgan County is intending to increase property taxes by \$300,000. The approximate percentage of this increase is 9.45%. Tax on a \$500,000 residence would increase approximately 59.54 per year. Tax on a \$500,000 business would be approximately \$108.25. The purpose of the increase is for:

- Hire 2 new Sheriff's deputies and increase in wages for current deputies (federal funding is being used for a portion of this)
- Provide for paid part-time, weekday, daytime shifts for Fire/EMS
- New full-time employee for Planning and Development office
- New full-time employee for Recorder's office
- Morgan County Employee Wages – cost of living increases, no cost-of-living increase were given in 2021
- Morgan County employee health insurance cost increase of 5.9% in 2022
- Approximately \$375,000 of the proposed increase will be taken from the County General Fund Balance

Adoption of Morgan County's 2022 Budget

Stacy Nets Clark, Clerk/Auditor, presented Morgan County's 2022 budget.

• General Fund	\$8,183,608
• Class B Road Fund	\$602,000
• Flood	\$24,185
• Health	\$185,280
• Mineral Lease	\$500
• Library	\$258,635
• Impact Fee	\$60,000
• Corridor Preservation Fund	\$84,000
• Recreation Fund	\$325,000
• Fair Capital Improvement Fund	\$0
• Capital Improvement Fund	\$108,082
• Enterprise Fund (Garbage)	\$566,048
• Lease Revenue Bond (Mtn. Green Fire Station)	<u>\$15,500</u>
Total	\$10,412,838

Request for a motion to adjourn public meeting and convene budget hearing

Commissioner Newton moved to go out of regular meeting and into public hearing.

Seconded by Commissioner Wilson.

The vote was unanimous. The motion passed.

Public Comments (Please limit comments to 3 minutes)

Jody Jaques thanked commission and thanked the Morgan County deputies. Raising taxes is a difficult thing but she also sees the daily struggles of the Sheriff's Department.

Dirk Ewing expressed his concern on the tax increase. A lot of taxpayers are on fixed income and are going to be pushed out of this valley. The County has been built on the backs of taxpayers and this problem is not going to go away.

Bruce Anderson supports the fire and police departments and agrees they are underpaid. He is concerned how much his tax bill has increased over the years. The county needs to find other sources other than taxation.

Robert Workman asked for clarification on presentation and wanted to know who sets the value of property?

Terri Watt explained that she is wife of law enforcement officer and thanked commission for their presentation. She expressed her concern for how much values and taxes are increasing.

Zane Grey stated that this a huge tax increase. He suggested that the door needs to be opened to commercial businesses.

Russ Willdarson expressed concern for using one time funds to help balance a budget. Where will the money come from next year?

Dale Winterton explained his assessed value on his hanger significantly increased and he had to sell his hanger. If values continue to increase, he will be taxed out of his home.

Corey Sanders thanked commissioners for their work and decisions. Morgan County is now like Park City and suggested encouraging businesses to locate in Morgan County

Scott Jones also agreed that we need more businesses in Morgan County.

Gretchen Flitton stated she is close to having to leave the county because she won't be able to live here. Taxes are going up too much for her financially.

Request for a motion to adjourn budget hearing and reconvene public meeting

**Commissioner Newton moved to go out of public hearing and back into public meeting.
Seconded by Commissioner Wilson.
The vote was unanimous. The motion passed.**

Chairman McConnell explained that the prior council did not want to increase taxes. He explained his support for the tax increase. The County is anticipating additional revenue from Wasatch Peaks development but that transition is going to take 3-5 years.

Chairman McConnell excused himself to attend another meeting and turned the meeting over to Commissioner Newton.

Commissioner Newton explained that the budgeting process is open to the public. Commissioner Wilson noted that budget sessions are open to the public and only two residents attend those meetings. Commissioner Newton explained assessed values and said the county is trying to improve the process for businesses wanting to locate here. Commissioner Andersen agreed tax increases are hard for everyone but our employees need to be paid fairly. Commissioner Fackrell encouraged everyone to support our local businesses.

Resolution adopting Morgan County's 2022 Budget

**Commissioner Wilson moved to approve Resolution CR-21-15, a resolution adopting the 2022 fiscal year Morgan County budget.
Seconded by Commissioner Fackrell.
The vote was unanimous. The motion passed with Commissioners Newton, Wilson, Andersen and Fackrell voting in favor.**

8. Lance Evans – Proposed Final Plat for Wasatch Peaks Ranch Phase 1. Comprised of approximately 483 acres with 50 lots. Access located at approximately 4213 Morgan Valley Drive in Peterson, Utah
This request is for a 50-lot subdivision plat located in Sections 1, 2, 11, and 12 of Township 4 North, Range 1 East, Salt Lake Base and Meridian. Each lot will consist of a Building Activity Envelope (BAE) with setbacks and frontage from newly constructed private streets. All improvements and disturbances will be required to stay within the BAE excluding private ski access devices. The parcels being subdivided consists of 483.31 acres and will be divided into 50 single-family lots, 3 parcels, and 4 open space parcels. The property is located west of the Peterson area in Morgan County. The developer will construct a private road system that will connect with North Morgan Valley Drive east of the subdivision. Sewer and water utilities will be privately owned and maintained by the Wasatch Peaks Ranch Water and Sewer District (The WPR-WSD). Road and fire protection services will be provided by the Wasatch Peaks Ranch Road & Fire District (The WPR-RFD). Will serve letters have been provided from both districts.

This application is the next step in the development process. The major zoning milestones to date have been:

- Rezoning approval from the County of Morgan creating Resort Special District zoning (WPR-RSD) on October 30, 2019 and recorded as reception #149303, dated November 7, 2019.
- The project's Development Agreement (DA) was approved by the County on October 30, 2019, and recorded as reception #149303, dated November 7, 2019.
- The Conceptual Plan #1 for the community's initial 124 lots. This Preliminary Plat submittal (PP-1) is for the initial subdivision phase (50 lots) contained in Conceptual Plan #1 as allowed in the WPR Development Agreement.
- Amendment #1 to the DA was reviewed by staff and approved on October 1, 2021.
- November 9, 2021- Morgan County Commission approved the Preliminary Plat.

Lance Evans noted that there are 4 conditions that need to be included

- All County Engineer and Surveyor comments be addressed prior to recordation of the plat
- All outsourced consultant fees are paid current prior to the final plat recordation
- All other local, state and federal laws are adhered to
- All county comments be satisfactorily addressed on the revised plat notes and governing documents prior to recordation of the plat

Ed Shultz addressed the Bohman family's access concerns. The Bohman's have a prescriptive easement they are working on a recorded easement for the family.

Commissioner Andersen moved to approve the Wasatch Peaks Ranch Subdivision Phase 1 Final Plat, application #21.057, allowing for a 50-lot subdivision of land located at approximately 4213 N 3800 W in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated December 7, 2021, including the four additional conditions listed.

Seconded by Commissioner Fackrell

The vote was unanimous. The motion passed.

H. Commissioner Comments

Commissioner Fackrell gave an update on Liberty and Beehive Broadband.

Commissioner Newton thanked the Chamber of Commerce for putting on the Hometown Christmas.

I. Adjourn –

Commissioner Wilson moved to adjourn.

APPROVED 
Chairman

Date 1/4/2022

ATTEST 
Clerk

Date 1.4.2022



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

December 7, 2021

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 November 23, 2021 meeting minutes
2. Approval of additional Board of Equalization adjustment
3. Ratification of the USDA Livestock Predator Control Agreement

C) Commissioner Declarations of Conflict of Interest

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

E) Action Items –

1. Austin Turner – Final payment for Pre-Disaster Mitigation Plan to BRAG
2. Bret Heiner – Fairgrounds water and power utilities project contract between Morgan County and J. Wilkinson and Sons
3. Mike Newton/Matt Wilson - Approval of expenditures from fair budget for ticket booths and computers/tablets. Possible funding for computers to come from CARES act funding
4. Blaine Fackrell – Pay for American Lands Subscription
5. Blaine Fackrell – Active Transportation Bylaws
6. Blaine Fackrell – Active Transportation members of the board
7. Matt Wilson – Approval of contract with Enterprise Fleet Services
8. Lance Evans – Proposed Final Plat for Wasatch Peaks Ranch Phase 1. Comprised of approximately 483 acres with 50 lots. Access located at approximately 4213 Morgan Valley Drive in Peterson, Utah

6:00 pm

F) Budget Hearing

Truth in Taxation Hearing

Adoption of Morgan County's 2022 Budget

- Request for a motion to adjourn public meeting and convene budget hearing
- Public Comments (Please limit comments to 3 minutes)
- Request for a motion to adjourn budget hearing and reconvene public meeting
- Resolution adopting Morgan County's 2022 Budget

G) Commissioner Comments

H) Adjourn –

Morgan County Council Meeting
December 7, 2021
4:00 P.M.
Morgan County Council Meeting Room
Morgan County Courthouse
48 West Young Street
Morgan, UT 84050

PLEASE SIGN IN

- | | |
|---------------------------|-----|
| 1. <i>AUSTIN TURNER</i> | 22. |
| 2. <i>Jeremy Jaeger</i> | 23. |
| 3. <i>Paul Carozian</i> | 24. |
| 4. <i>Anton</i> | 25. |
| 5. <i>Sam Ferck (UPR)</i> | 26. |
| 6. <i>Tina Keller</i> | 27. |
| 7. <i>Debbie Sessions</i> | 28. |
| 8. <i>Randy Sessions</i> | 29. |
| 9. <i>Mary Kay Lowley</i> | 30. |
| 10. <i>Zane Gray</i> | 31. |
| 11. <i>Rae Blocker</i> | 32. |
| 12. <i>GREG TROLLAN</i> | 33. |
| 13. | 34. |
| 14. | 35. |
| 15. | 36. |
| 16. | 37. |
| 17. | 38. |
| 18. | 39. |
| 19. | 40. |
| 20. | 41. |
| 21. | 42. |

Morgan County

Agenda Item Request Form

All Agenda items and any back-up materials need to be submitted to the Clerk's Office by Tuesday at NOON in order to be on the following Tuesday's Agenda.

Documentation must be submitted with this form or the Appointment will not be scheduled until the next meeting.

COUNCIL MEETING DATE: 7-Dec-21

NAME: Gwen Rich Associated County Department: Assessor

ADDRESS: _____

PHONE NUMBER(S): _____ (cell) 8018454000 (work) _____ (fax)

EMAIL: grich@morgancountyutah.gov

PURPOSE FOR THE APPOINTMENT (BE SPECIFIC) Additional Board of Equalization adjustment. We were made aware of a restricted lot in the Pheasant Run Subdivision which had been valued at market rates. We have adjusted it to acreage rates comparable to adjacent acreage. We need the commission to approve this change.

WILL YOUR APPOINTMENT BE FOR : Discussion Decision Both

TIME ALLOTMENT REQUESTED: 5 min

What action have you taken/who have you contacted prior to this? Property owner, County Clerk and County Treasurer

Official Action Requested: Motion to approve the BOE adjustment, changing the lot value from \$138,765 to \$20,350



Mail to: Morgan County Clerk
PO Box 886
Morgan, UT 84050
Phone: 801.845.4012
Fax: 801.829.6176

Before 2021 BOE

MORGAN COUNTY

Tax Roll Master Record

November 17, 2021

8:30:10AM

Parcel: 00-0087-7664 Serial #:04-PHRUN1-0013 Entry: 155827
 Name: HOLDEN WYATT
 c/o Name: HOLDEN WYATT & MIKELL
 Address 1: 6470 BYBEE DR
 Address 2:
 City State Zip: OGDEN UT 84403-0000
 Mortgage Co:
 Status: **Active** Year: **2021** District: **004 MORGAN CITY DISTRICT** **0.013690**

Property Address	
N 0525 W :0297	
MORGAN	84050-0000
Acres: 0.37	

Owners	Interest	Entry	Date of Filing	Comment
HOLDEN WYATT		155827	03/05/2021	(0375/0424) (H/W J/T)
HOLDEN MIKELL		155827	03/05/2021	(0375/0424) (H/W J/T)

Property Information	2021 Values & Taxes				2020 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LS03 LOT NP UNIMP	0.37	138,765	138,765	1,899.69	0	0	0.00
Totals:	0.37	138,765	138,765	1,899.69	0	0	0.00

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

Tax Rates for 2021 have been set and approved. All levied taxes and values shown on this printout for the year 2021 should be correct.

2021 Taxes:	1,899.69	2020 Taxes:	0.00
Special Fees:	0.00	Review Date	
Penalty:	0.00	02/02/2021	
Abatements: (0.00)		
Payments: (0.00)		
Amount Due:	1,899.69	NO BACK TAXES!	

NO BACK TAXES

MORGAN COUNTY TREASURER / DEPUTY

signature

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

Taxing Description

ALL OF LOT 13-R, PHEASANT RUN SUBDIVISION PHASE 1, MORGAN CITY, MORGAN COUNTY UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD AS RECORDED ON OCT. 26, 2020, AS ENTRY NO. 153626, IN BK 368 AT PG 1669, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 16,098 SQ FT = 0.3695 AC / 0.37 AC, M. OR L.

History

2021 TAX YR - ENT 153626 (368/1669) (0.3695 AC, M. OR L., COMING FROM: 04-198-02 / 00-0087-4503) - DED OF PHEASANT RUN SUBDIVISION PHASE 1; VESTING REF: 151350 (361/1877); #155827 (375/424); OTHER REF: 153626 (368/1669) -DED OF SUB;

After 2021 BOE

MORGAN COUNTY

Tax Roll Master Record

November 17, 2021

9:02:39AM

Parcel: 00-0087-7664 Serial #:04-PHRUN1-0013 Entry: 155827
 Name: HOLDEN WYATT
 c/o Name: HOLDEN WYATT & MIKELL
 Address 1: 6470 BYBEE DR
 Address 2:
 City State Zip: OGDEN UT 84403-0000
 Mortgage Co:
 Status: **Active** Year: **2021** District: **004 MORGAN CITY DISTRICT** **0.013690**

Property Address
 N 0525 W :0297
 MORGAN 84050-0000
 Acres: 0.37

Owners	Interest	Entry	Date of Filing	Comment
HOLDEN WYATT		155827	03/05/2021	(0375/0424) (H/W J/T)
HOLDEN MIKELL		155827	03/05/2021	(0375/0424) (H/W J/T)

Property Information	2021 Values & Taxes				2020 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LS00 LOT (PART/VAL)	0.37	20,350	20,350	278.59	0	0	0.00
LS03 LOT NP UNIMP	0.00	0	0	0.00	0	0	0.00
Totals:	0.37	20,350	20,350	278.59	0	0	0.00

**** ATTENTION !! **** Tax Rates for 2021 have been set and approved. All levied taxes and values shown on this printout for the year 2021 should be correct.	2021 Taxes:	278.59	2020 Taxes:	0.00
	Special Fees:	0.00	Review Date	
	Penalty:	0.00	02/02/2021	
	Abatements: (0.00)		
	Payments: (0.00)		
	Amount Due:	278.59	NO BACK TAXES!	

NO BACK TAXES

MORGAN COUNTY TREASURER / DEPUTY

signature

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

Taxing Description

ALL OF LOT 13-R, PHEASANT RUN SUBDIVISION PHASE 1, MORGAN CITY, MORGAN COUNTY UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD AS RECORDED ON OCT. 26, 2020, AS ENTRY NO. 153626, IN BK 368 AT PG 1669, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 16,098 SQ FT = 0.3695 AC / 0.37 AC, M. OR L.

History

2021 TAX YR - ENT 153626 (368/1669) (0.3695 AC, M. OR L., COMING FROM: 04-198-02 / 00-0087-4503) - DED OF PHEASANT RUN SUBDIVISION PHASE 1; VESTING REF: 151350 (361/1877); #155827 (375/424); OTHER REF: 153626 (368/1669) -DED OF SUB;

Gwen Rich

From: Gwen Rich
Sent: Wednesday, November 17, 2021 9:00 AM
To: dixon@jumping.com
Cc: Janell Walker
Subject: RE: Lot 13 Pheasant Run Sub (2021 BOE Adjustment)

Dixon,

RE: Parcel # 87-7664 (Pheasant Run Subdivision, Lot 13 restricted)

I will be changing the lot value from \$138,765, to \$20,350 (\$55,000 per acre).
The new tax amount due will be $\$20,350 \times .013690 = \278.59

I will be submitting this to the County Commission for approval, hopefully at their next meeting (November 23, 2021).
Taxes will still be due by November 30, 2021.

If you have any questions, please let me know.

Dixon Pitcher 801 710 9150

Gwen D. Rich

County Assessor
Morgan County Assessor's Office
P.O.Box 680
Morgan, Utah 84050
801.845.4000

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Netz Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829-6716
Email: sclark@morgan-county.net

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

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

Council Meeting Date:	<u>December 7, 2021</u>	Time Requested:	<u>3 min</u>
Name:	<u>Mike Newton</u>	Phone:	<u>801-317-6275</u>
Address:	<u>County Commission</u>		
Email:	<u>mnewton@morgan-county.net</u>	Fax:	<u></u>
Associated County Department:	<u>County Commission</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion / Decision - Approval of the USDA Livestock Predator Control Agreement

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



Contract # _____

STATE OF UTAH CONTRACT

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

Morgan County

Name _____
 48 W. Young Street _____
 Address _____
 Morgan UT 84050 _____
 City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person: Kelly Pehrson Phone # 801-982-2202 Email: kwpehrson@utah.gov
 Vendor # 83870FB Commodity Code # 96102

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Predator control as outlined in the attached Morgan County Predation Management Plan and the USDA MOU with Predator Damage Management Participants
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY _____, Bid# _____, or other method: _____.
4. CONTRACT PERIOD: Effective Date: 7/1/21 Termination Date: 6/30/22 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): _____.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of **\$7,800** for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: _____.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services
 ATTACHMENT B: County Predation Management Plan
 ATTACHMENT C: USDA Memo of Understanding
 ATTACHMENT D: N/A
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # _____ dated _____.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

CONTRACTOR

STATE

Contractor's signature

Date

Agency's signature

Date

Robert A. McConnell, Commission Chair
 Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES

N/A

Director, Division of Purchasing

Date

Kelly Pehrson
 Agency Contact Person

801-982-2202
 Telephone Number

 Fax Number

kwpehrson@utah.gov
 Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - g) **"Proposal"** means Contractor's response to the State Entity's Solicitation.
 - h) **"Solicitation"** means the documents used by the State Entity to obtain Contractor's Proposal.
 - i) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - k) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - l) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

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

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **RESERVED.**

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing

similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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

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

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential

Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised May 13, 2019)

Morgan County Predation Management Plan -2022

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

The plan of work is as follows:

Morgan County will participate in the Predator Damage Control Fund (PDCF) program at the rate of \$15,600 annually. UDAF will reimburse the county for 50% of the request, not to exceed the total annual contract portion of \$7,800. The funds provided by the producer's and County will be deposited in the PDCF account. They will be allocated and used within Morgan County and will be administered by the USDA-APHIS Wildlife Services Program for aerial predator management. The check should be made out to PDCF and sent to USDA APHIS Wildlife Services, 1860 Alexander St., Ste. A, West Valley City Utah 84119 for deposit by the Utah Wool Grower's Association (UWGA).

Included with this paperwork is a tracking form to log producer's and County contributions to this program, please return this form with payment to better provide accountability to the program participants.



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife Services

1860 W Alexander
St. Salt Lake City,
UT 84119

To: Predator Damage Control Fund (PDCF) participants

Subject: March 1, 2022 Deadline to receive matching funds for predator damage management

Each year the Utah Department of Agriculture and Food (UDAF) and the Division of Wildlife Resources (DWR) fund a program in which producers can contribute funds toward a predator damage management program, PDCF, and have their funds matched through the Counties. The program is administered by Wildlife Services (WS) in cooperation with UDAF. To maximize the allotted funds and to provide the best possible service we can, we are asking that all PDCF funds from the Counties be sent in and received at the WS main office no later than March 1, 2022. If we do not receive your funds and signed contract by this date, your potential matching funds will become available to other counties for use and your county may NOT be able to participate in the matching fund program. The check for the PDCF funds should be sent to USDA APHIS Wildlife Services at 1860 Alexander St., Ste. A, West Valley City UT 84119. Please send the signed State of Utah contract to Brian Tea at 350 North Redwood Road Salt Lake City, Utah 84114 OR scan and email to Brian at btea@utah.gov.

Each year there are funds "left on the table" that could be used to benefit livestock producers within the Counties. This is due to Counties signing the contracts for a specific amount of money, and then not fully funding or not providing the funds for them at all. Any unpaid contract funds will be available for other counties to use after the deadline of March 1, 2022; these funds will be available until exhausted. Any funds distributed after the deadline will be allocated as decided by the Wool Grower's Presidency.

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

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

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

Chad M Heuser
Utah State Director
USDA, APHIS, WS
(801) 975-3315



Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Program
An Equal Opportunity Provider and Employer



County Council Agenda Request Form

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

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176
Email:

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

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

Council Meeting Date: 12/07/2021

Time Requested: 15

Name: Austin Turner

Phone: 801-845-5119

Address: 48 W Young Street

Email: afturner@morgancountyutah.gov

Fax: _____

Associated County Department: Emergency Management

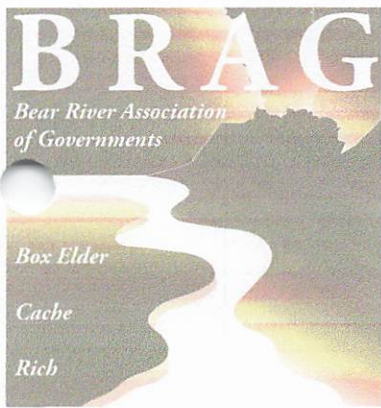
PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Final Payment for Pre-Disaster Mitigation Plan to BRAG.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



October 5, 2021

Austin Turner
Morgan County
Emergency Manager
801-845-4053 Office
801-845-5119 Mobile

Dear Austin,

Please see the attached invoice MC 2-3 showing details for the reimbursement of all activities related to completion of Step 3 for Morgan County's Pre-Disaster Mitigation Plan update.

Since September of 2020, BRAG has been privileged to work with Morgan County to help local governments learn more about potential risks to natural hazards, and to find ways to mitigate those risks. Three countywide meetings have been held, and local government representatives, elected officials, local agencies, and many others have provided crucial input for the plan. Since Invoice MC 2-2 was submitted in June of 2021, the following tasks have been completed as part of Step 3:

- Finalized GIS analysis and risk analysis for all jurisdictions in Morgan County.
- Finalized potential loss calculations and table creation for incorporated and unincorporated communities to be included within the plan.
- Preparation of Mitigation Strategy and Pre-Adoption meetings.
- Coordination with county staff and other specialists on various elements of the plan update
- DRAFT plan completion and submittal to Utah DEM for review.
- Working to complete all plan requirements and elements to comply with FEMA requirements and for final approval.

Thank you for the opportunity to work with you throughout this plan update process. It has been a pleasure learning from you over the past year, and we appreciate the confidence placed in us by you, the Morgan County Commissioners and all the other local elected officials and staff in your area.

Please let me know if you have any questions or concerns at 435.713.1423 or e-mail at zacc@brag.utah.gov.

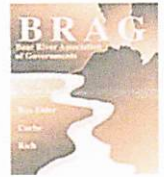
Sincerely,

Zac Covington
Sr. Regional Planner

Encl

Serving Northern Utah Since 1971

INVOICE



Bear River Association of Governments

170 North Main
Logan, UT 84321
Phone (435) 713-1423 Fax (435) 752-6962

DATE: October 5, 2021
INVOICE #: MC 2-3

FOR: Morgan County Pre-Disaster Mitigation Plan Update

BILL TO: Austin Emergency Manager Morgan County 801-845-4053 Office 801-845-5119 Mobile

PAYMENT #	DESCRIPTION	STATUS	AMOUNT
1	Completion of Step 1	PAID	\$ 10,000.00
2	Completion of Step 2		\$ 10,000.00
3	Completion of Step 3 (See attached cover letter for details)		\$ 10,000.00
TOTAL REQUESTED			\$ 30,000.00
RECEIVED TO DATE			\$ 10,000.00
BALANCE DUE			\$ 20,000.00

*Please make all checks payable to **Bear River Association of Governments**



County Council Agenda Request Form

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

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176
Email: sclark@morgan-county.net

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

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

Council Meeting Date: 12-07-2021

Time Requested: 10:00 Min

Name: Bret Heiner Public Works Director

Phone: 801-821-1475

Address: 380 No Industrial Dr Morgan

Email: bheiner@morgan-county.net

Fax: _____

Associated County Department: Morgan County Public Works .

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Fairgrounds Water and Power Utilities Project Contract .

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

NOTICE OF AWARD

DATED: _____, 2021

TO: J. WILKINSON AND SONS

ADDRESS: P.O. BOX 850 MORGAN, UTAH 84050

PROJECT: FAIRGROUNDS WATER AND POWER UTILITIES PROJECT

You are notified that your Bid dated July 14, 2021, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the **Morgan County – Fairgrounds Water and Power Utilities Project**. The Contract Price of your Contract is Ninety-Five Thousand Two Hundred Forty-Six 00/100's dollars (\$95,246.00).

Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompanies this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Morgan County
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **MORGAN COUNTY** (hereinafter called OWNER) and **J. WILKINSON AND SONS,** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally consists of furnishing and installing approximately 1,400 feet of 8-inch waterline and installing approximately 720 feet of conduit.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Morgan County – Fairgrounds Water and Power Utilities Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **30** calendar days from the date specified by the notice to proceed.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Mobilization and Traffic Control:	1	L.S.	\$6,500.00	\$6,500.00
2.	8" Dia. D.I. Pipe (Class 350):	1,400	L.F.	\$40.00	\$56,000.00
3.	8" D.I. Sleeve:	1	Each	\$600.00	\$600.00
4.	8" D.I. 11.25 Degree Bend:	2	Each	\$522.00	\$1,044.00
5.	8" D.I. 22.5 Degree Bend:	4	Each	\$567.00	\$2,268.00
6.	8" D.I. 90 Degree Bend:	1	Each	\$645.00	\$645.00
7.	8" X 6" D.I. Reducer:	1	Each	\$1,000.00	\$1,000.00
8.	8" D.I. Gate Valve with Valve Boc& Lid:	1	Each	\$2,111.00	\$2,111.00
9.	Fire Hydrant Assembly:	1	Each	\$5,500.00	\$5,500.00
10.	1-1/2" Water Services:	1	Each	\$4,450.00	\$4,450.00
11.	Asphalt Pavement Patching (4" HMA/10" UTBC):	110	S.Y.	\$22.00	\$2,420.00
12.	Connect to Existing Waterline:	1	Each	\$2,500.00	\$2,500.00
13.	Install 2" PVC Electrical Conduit with Fittings:	720	L.F.	\$7.65	\$5,508.00
14.	Remove Existing Box and Install New Sectionalizer S3 Box:	1	L.S.	\$3,500.00	\$3,500.00
15.	Install S4200A-A0 Box:	1	L.S.	\$1,200.00	\$1,200.00

TOTAL OF ALL UNIT PRICES: Ninety-Five Thousand Two Hundred Forty-Six 00/100 Dollars (\$95,246.00).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All

such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing

surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Engineering General Conditions;
 - 3. Supplementary Conditions;
 - 4. Specifications as listed in the table of contents of the Project Manual;
 - 5. Exhibits this Agreement;
 - 1. Notice to Proceed;
 - 2. CONTRACTORS Bid;

3. Insurance Certificates: and
4. Documentation submitted by CONTRACTOR prior to Notice of Award;

6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

The documents listed in paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC C-700 (2018 Edition)).

10.02 *Assignment of Contract:* No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2021 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

MORGAN COUNTY

J. WILKINSON AND SONS

By: _____ By: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

ATTACHMENT

Notes for Change Order No. 1:

These items are for work to replace existing waterlines within the Fairgrounds that are undersized and in poor condition. Item prices are per the Contractor's proposal.



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Netz Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829-6716
Email: sclark@morgan-county.net

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

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

Council Meeting Date: December 7, 2021 Time Requested: 3 min
Name: Mike Newton / Matt Wilson Phone: 801-317-6275
Address: County Commission
Email: mnewton@morgan-county.net Fax: _____
Associated County Department: Fairboard

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion / Decision - Approval of expenditures from fair budget for ticket booths and computers / tablets. Possible funding for computers to come from CARES act funding.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

Stacy Clark

From: Mike Newton
Sent: Monday, December 6, 2021 11:22 AM
To: County Commission; Leslie Hyde; Stacy Clark
Subject: Fw: Fair and IT Cares
Attachments: Morgan County Fair 8x14 Ticket Shed_quote_365488.pdf; Morgan County Fair Storage Shed 8x14quote_383729.pdf

Commissioners,

See below and attached information for the Fair purchases agenda item at tomorrow's meeting. There was a discrepancy in the financial records that the fairboard kept and the county records, through some investigation it was found that the fair revenue from online ticket sales (approx \$47K) had not been sent to the correct county bank account, Zach was able to correct this a couple of weeks ago. After that correction, the fair brought in approx \$60,000 more than it spent this year. Excess funds are to be rolled over to the Fairgrounds Capital Improvement fund at the end of the year. The fairboard would like to make a few expenditures before the end of the year including new laptops and tablets to be used for ticket sales and fair operations as well as two sheds, one to be used for storage and one to be used as new ticket booths(replacing the small ticket booth and moving ticket sales away from the fair office). Attached are quotes for that.

Additionally, we have \$8,285 left of unexpended CARES act funds that must be used by 12/31/2021 or returned to the federal government. We would like to use that fund to purchase laptops and ipads needed for fair operations as well as two additional laptops to be used as replacement computers for county employees (IT department to use in their regular rotation). Brandon has put together a quote for this below.

Thanks,

Mike Newton
Morgan County Commissioner
801-317-6275

From: Jeremy Archibald <jeremy@morgancountyutah.gov>
Sent: Thursday, December 2, 2021 2:21 PM
To: Mike Newton <MNewton@morgancountyutah.gov>
Subject: Fair and IT Cares

Good afternoon sir. With the \$8285.00 amount for CARES moneys, I would suggest the following.

3 X Dell Latitude 3320 Laptops for the Fair totaling \$3156.78
7 X 10.2" I-Pads Wi-Fi only totaling \$2303.00

2 X Dell Latitude 3320 Laptops for the IT department to use as floaters or to replace a computer in the event that is is not repairable. Totaling \$2104.52

10X APC UPS battery backup devices. We have very unstable power in this building, we have them go bad fairly often. Totaling \$499.90

100 Pack of 16GB USB Memory sticks. These would mostly go to the Sheriff's and Attorney's offices. They would be used for body and dash cam videos that are requested for cases. They will actually get paid for because we charge a fee for video. The total is \$246.98 for the sticks.

This brings the overall total to \$8311.20. That is \$26.20 more than the cares funds but that \$26.20 can come out of the IT budget. Let me know if I can help in any way 😊

Thanks,

Jeremy Archibald
Director of Information Systems
Jeremy@morgancountyutah.gov



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

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

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.

Prepared by Mike Calderwood : 12/01/2021 11:35am (CST)

Old Hickory Sheds
Cust. Service: (615) 890-8075
www.oldhickorysheds.com



Big Woods LLC
71 E 300 N
Morgan, UT 84050
435-659-8135

Purchase Type: **ORDER-SHOP BUILT**
Building Type: **Single Slope (Studio Shed)**
Size: **8x14**
Order Number: **365488**

Date: **12/01/2021**
Salesman: **Mike Calderwood**

*Revisions on Custom Orders subject to fee, see below for details

All Sizes Nominal *12' wide measured eave to eave* *7' & 8' Tall Walls Measured on Outside*

NOTES/COMMENTS
Only make the workbench 1 foot deep instead of the standard 2 foot deep. They will be leaning over to take tickets.

Customer Name

(Name must match ID) Megan Wilkinson Morgan County Fair

Delivery Address: 750 E Como Springs Rd Morgan County Fairgrounds
(City) Morgan (State)UT (Zip)84050
(County) Morgan

Mailing Address: P.O. Box 886
City: Morgan
State: UT
ZIP: 84050
Work Phone: _____
Email: morgancountyfair@gmail.com

Primary Phone: (801) 845-5251
Cell Phone: (801) 845-5251
Cash Sale

*Checks payable to:
Old Hickory Sheds, LLC*

	Amount
Sales Price	\$4,070.00
Option Cost	\$1,036.00
Building Materials Surcharge	\$691.90
Total (Pre-Tax)	\$5,797.90
Tax	\$0.00
Total Cost	\$5,797.90

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level or one four inch concrete block high. Buildings may then be leveled to a maximum of 3 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. Otherwise, customer may supply concrete blocks which are placed on top of the ground, or driver can supply concrete blocks for \$3.50 each. In very rare cases, underground footers may be required by local building codes. Old Hickory Sheds does not offer digging or footer services, and these services are not included in free setup. However, we can work with Customer or a contractor when required for an additional cost. Free delivery covers one trip up to thirty (30) miles one way. Trips over thirty (30) miles are subject to a \$3.00/mile (8ft & 10ft wide) or \$3.50/mile (12ft wide) or \$4.50/mile (14ft & 16ft wide) charge one way. Customer will be responsible for any additional mileage charge as well as the cost of any additional trips. * A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings, up to 50% on any build on site order; or, on rent to own sales, the security deposit plus first month's rent.

PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

Old Hickory Sheds, LLC - QUOTE SHEET

Quote Only - Order Number: 365488

Sales Lot Big Woods LLC **Date** 12/01/2021
Customer Name Megan Wilkinson **Bldg Type/Size** 6'3" Single Slope (Studio Shed)

Bldg Type	Painted
Flooring	Engineered Panels T&G
Roof	Burnished Slate - Metal
Siding Type	LP SmartPanel
Exterior Finish	Painted
Wall Color	Buckskin Paint
Trim Color	Clay Paint
Door Color	Buckskin
Door Trim Color	Clay
Shutter Color	

Item	Price	Qty	Total Price
Clay Trim	70.00 EA	1	\$70.00
60 PSF/105 MPH Wind Rating	1.50 SF	112	\$168.00
2x3 Window	140.00 EA	4	\$560.00
Workbench	17.00 LF	14	\$238.00
4' Single Door			INCLUDED
TOTAL OPTIONS PRICE			\$1036.00

Notes/Comments
 Only make the workbench 1 foot deep instead of the standard 2 foot deep. They will be leaning over to take tickets.

Door Color BUCKSKIN
Door Trim Color CLAY

PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

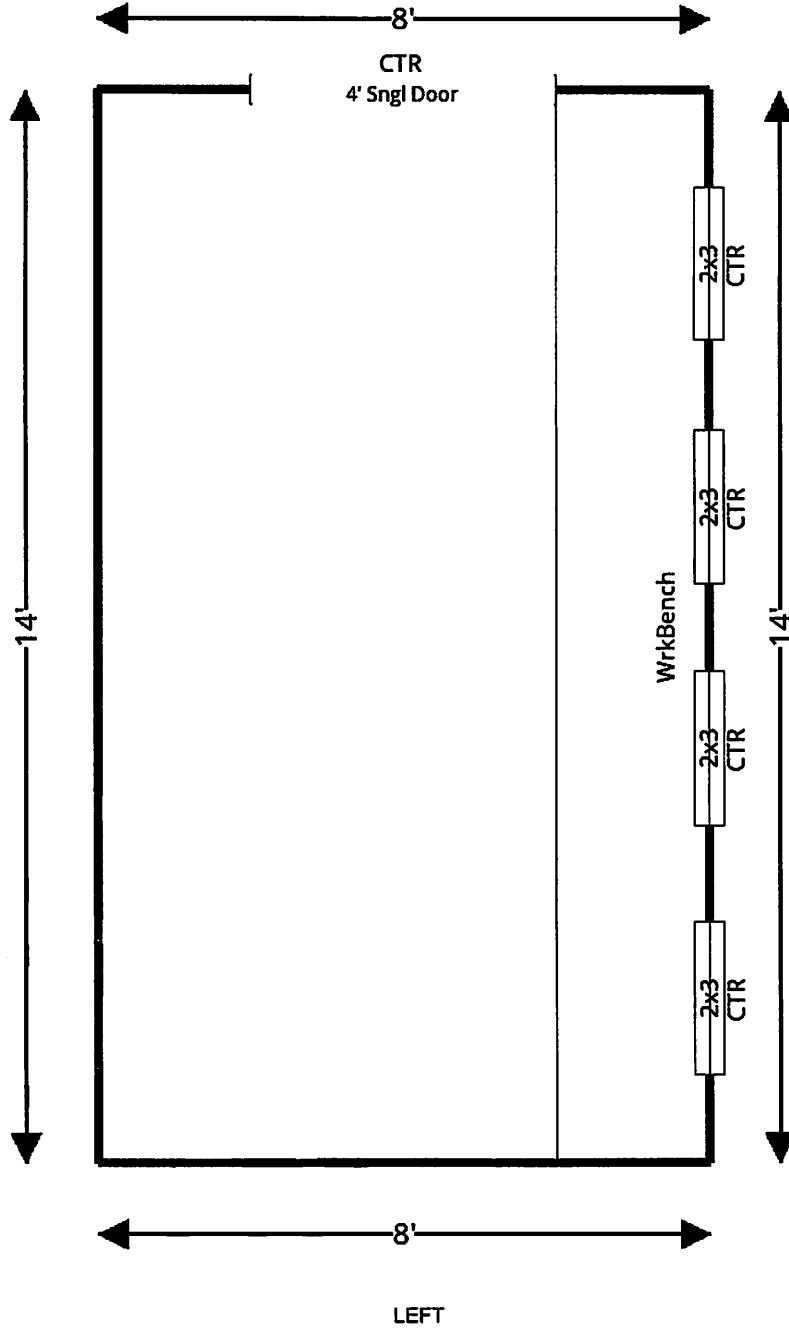
Prepared by Mike Calderwood : 12/01/2021 11:35am (CST)

Old Hickory Sheds, LLC - DRAWING SHEET

Please send along with work order and order sheet on all custom orders - Order Number: 365488

Sales Lot Big Woods LLC Date 12/01/2021
Customer Name Megan Wilkinson Bldg Type/Size 6'3" Single Slope (Studio Shed)

BACK RIGHT
Roof Slopes Down From Taller Wall on FRONT to Shorter Wall on BACK



All measurements are within 5 percent variance

FRONT

PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

Prepared by Mike Calderwood : 12/01/2021 11:35am (CST)

Old Hickory Sheds, LLC - Additional Terms, Conditions, and Warranties

Please send along with work order, order sheet, and drawing sheet on all custom orders - Order Number: 365488

Sales Lot	<u>Big Woods LLC</u>	Date	<u>12/01/2021</u>
Customer Name	<u>Megan Wilkinson</u>	Bldg Type/Size	<u>6'3" Single Slope (Studio Shed)</u>

Additional Terms, Conditions and Warranties

1. SALE IS NOT FINAL. This Agreement is subject to approval and execution by Old Hickory's corporate office. Old Hickory has the right to refuse any sale up until the time when the building is set up at customer's location. Old Hickory shall have the right to correct any errors in this Agreement concerning pricing or taxes.

2. LIMITED WARRANTY. Customer will receive a limited five-year warranty. The details of this warranty can be found online at www.oldsickorybuildings.com. Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.

3. DELIVERY AND SETUP. Old Hickory strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Old Hickory does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Old Hickory is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.

4. LIMITATIONS. Old Hickory is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Old Hickory and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Old Hickory product at Customer's location. Customer releases Old Hickory and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.

5. PAYMENT. Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.

6. CANCELLATIONS AND REFUNDS. If Customer is dissatisfied with the Old Hickory product upon acceptance of delivery by Customer or Customer's authorized agent, Customer's sole recourse is to file a warranty claim.

7. LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL. Unless otherwise prohibited by state law, if Old Hickory must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Old Hickory for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Old Hickory may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES OLD HICKORY THE RIGHT TO RETRIEVE THE OLD HICKORY PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY OLD HICKORY IN RETRIEVING THE OLD HICKORY PRODUCT.

8. REPRESENTATIONS AND WARRANTIES. Customer hereby represents and warrants to Old Hickory, that Customer is the owner, or an authorized agent of the owner, of the property on which the Old Hickory product is to be delivered and set up.

9. SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.

10. ELECTRONIC NOTICE; CONSENT TO USE INFORMATION. Customer and Old Hickory have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Old Hickory's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Old Hickory's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Old Hickory's privacy policies and practices through the above contact information.

Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

Prepared by Mike Calderwood : 12/01/2021 11:35am (CST)

Prepared by Mike Calderwood : 12/01/2021 11:41am (CST)

Old Hickory Sheds
Cust. Service: (615) 890-8075
www.oldhickorysheds.com



Big Woods LLC
71 E 300 N
Morgan, UT 84050
435-659-8135

Purchase Type: **ORDER-SHOP BUILT**
Building Type: **Single Slope (Studio Shed)**
Size: **8x14**
Order Number: **383729**

Date: **12/01/2021**
Salesman: **Mike Calderwood**

*Revisions on Custom Orders subject to fee, see below for details

All Sizes Nominal *12' wide measured eave to eave* *7' & 8' Tall Walls Measured on Outside*

NOTES/COMMENTS

Customer Name

(Name must match ID) **Megan Wilkinson**

Delivery Address: **750 E Como Springs Rd**
(City) **Morgan (State)UT (Zip)84050**
(County) **Morgan**

Mailing Address: **P.O. Box 886**
City: **Morgan**
State: **UT**
ZIP: **84050**
Work Phone: _____
Email: _____

Primary Phone: **(801) 845-5251**

Cell Phone: _____

Cash Sale

*Checks payable to:
Old Hickory Sheds, LLC*

	Amount
Sales Price	\$4,070.00
Option Cost	\$238.00
Building Materials Surcharge	\$691.90
Total (Pre-Tax)	\$4,999.90
Tax	\$0.00
Total Cost	\$4,999.90

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level or one four inch concrete block high. Buildings may then be leveled to a maximum of 3 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. Otherwise, customer may supply concrete blocks which are placed on top of the ground, or driver can supply concrete blocks for \$3.50 each. In very rare cases, underground footers may be required by local building codes. Old Hickory Sheds does not offer digging or footer services, and these services are not included in free setup. However, we can work with Customer or a contractor when required for an additional cost. Free delivery covers one trip up to thirty (30) miles one way. Trips over thirty (30) miles are subject to a \$3.00/mile (8ft & 10ft wide) or \$3.50/mile (12ft wide) or \$4.50/mile (14ft & 16ft wide) charge one way. Customer will be responsible for any additional mileage charge as well as the cost of any additional trips. * A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings, up to 50% on any build on site order; or, on rent to own sales, the security deposit plus first month's rent.

PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

Old Hickory Sheds, LLC - QUOTE SHEET

Quote Only - Order Number: 383729

Sales Lot Big Woods LLC **Date** 12/01/2021
Customer Name Megan Wilkinson **Bldg Type/Size** 6'3" Single Slope (Studio Shed)

Bldg Type	Painted
Flooring	Engineered Panels T&G
Roof	Burnished Slate - Metal
Siding Type	LP SmartPanel
Exterior Finish	Painted
Wall Color	Buckskin Paint
Trim Color	Clay Paint
Door Color	Buckskin
Door Trim Color	Clay
Shutter Color	

Item	Price	Qty	Total Price
Clay Trim	70.00 EA	1	\$70.00
60 PSF/105 MPH Wind Rating	1.50 SF	112	\$168.00
4' Single Door			INCLUDED
TOTAL OPTIONS PRICE			\$238.00

Notes/Comments

Door Color BUCKSKIN
Door Trim Color CLAY

PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

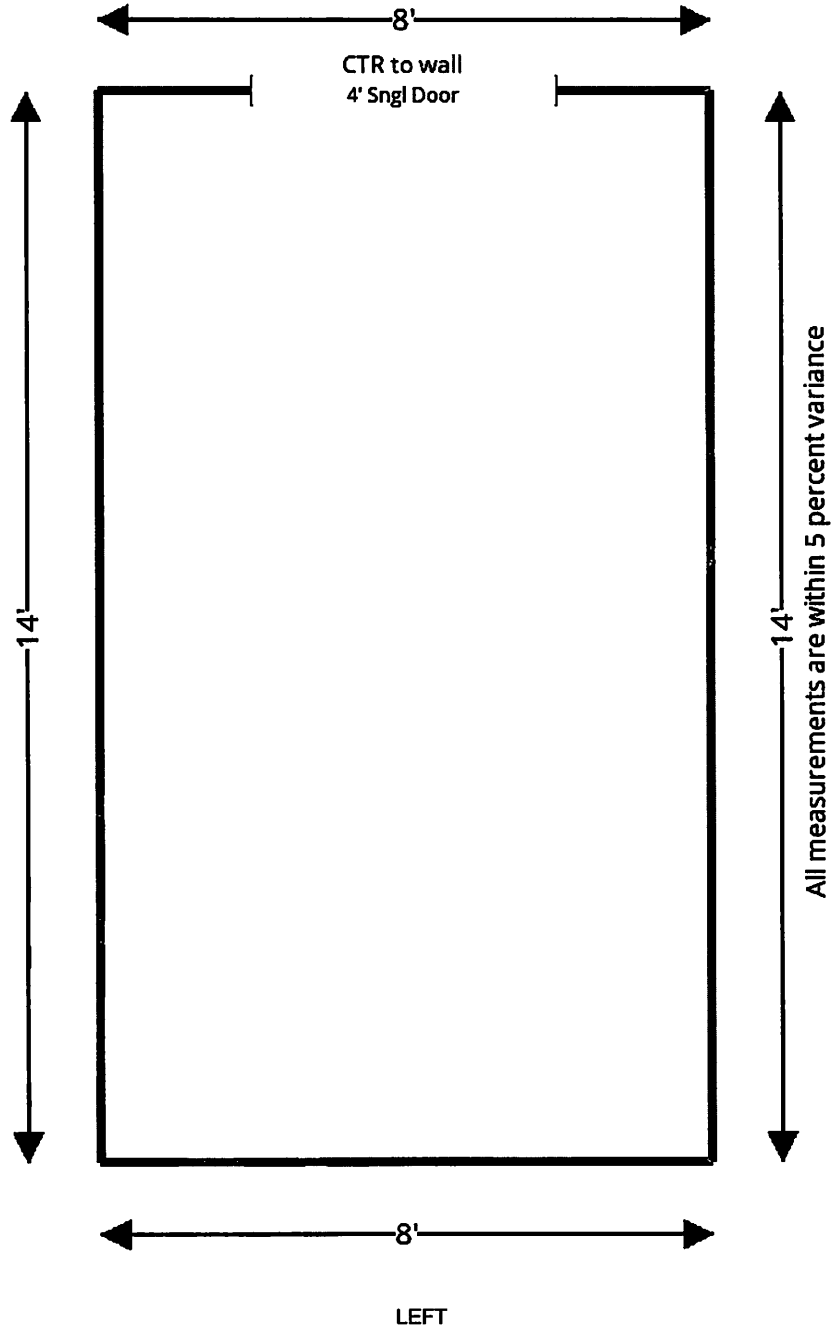
Prepared by Mike Calderwood : 12/01/2021 11:41am (CST)

Old Hickory Sheds, LLC - DRAWING SHEET

Please send along with work order and order sheet on all custom orders - Order Number: 383729

Sales Lot Big Woods LLC Date 12/01/2021
Customer Name Megan Wilkinson Bldg Type/Size 6'3" Single Slope (Studio Shed)

BACK RIGHT
Roof Slopes Down From Taller Wall on FRONT to Shorter Wall on BACK



PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

Prepared by Mike Calderwood : 12/01/2021 11:41am (CST)

Prepared by Mike Calderwood : 12/01/2021 11:41am (CST)

Old Hickory Sheds, LLC - Additional Terms, Conditions, and Warranties

Please send along with work order, order sheet, and drawing sheet on all custom orders - Order Number: 383729

Sales Lot	Big Woods LLC	Date	12/01/2021
Customer Name	Megan Wilkinson	Bldg Type/Size	6'3" Single Slope (Studio Shed)

Additional Terms, Conditions and Warranties

- 1. SALE IS NOT FINAL.** This Agreement is subject to approval and execution by Old Hickory's corporate office. Old Hickory has the right to refuse any sale up until the time when the building is set up at customer's location. Old Hickory shall have the right to correct any errors in this Agreement concerning pricing or taxes.
 - 2. LIMITED WARRANTY.** Customer will receive a limited five-year warranty. The details of this warranty can be found online at www.oldsickorybuildings.com. Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.
 - 3. DELIVERY AND SETUP.** Old Hickory strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Old Hickory does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Old Hickory is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.
 - 4. LIMITATIONS.** Old Hickory is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Old Hickory and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Old Hickory product at Customer's location. Customer releases Old Hickory and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.
 - 5. PAYMENT.** Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.
 - 6. CANCELLATIONS AND REFUNDS.** If Customer is dissatisfied with the Old Hickory product upon acceptance of delivery by Customer or Customer's authorized agent, Customer's sole recourse is to file a warranty claim.
 - 7. LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL.** Unless otherwise prohibited by state law, if Old Hickory must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Old Hickory for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Old Hickory may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. **FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES OLD HICKORY THE RIGHT TO RETRIEVE THE OLD HICKORY PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY OLD HICKORY IN RETRIEVING THE OLD HICKORY PRODUCT.**
 - 8. REPRESENTATIONS AND WARRANTIES.** Customer hereby represents and warrants to Old Hickory, that Customer is the owner, or an authorized agent of the owner, of the property on which the Old Hickory product is to be delivered and set up.
 - 9. SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER.** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.
 - 10. ELECTRONIC NOTICE; CONSENT TO USE INFORMATION.** Customer and Old Hickory have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Old Hickory's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Old Hickory's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Old Hickory's privacy policies and practices through the above contact information.
- Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886

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

Morgan, UT 84050
Phone: 801.845.4011

Email: sclark@morgancountyutah.gov

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

Commission Meeting Date: December 7, 2021

Time Requested: 5 min

Name: Blaine Fackrell

Phone: 8016680101

Address: _____

Email: bfackrell@morgancountyutah.gov

Fax: _____

Associated County Department: _____

commission

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion and decision to keep paying for the American Lands Subscription or not. We have been members of this in years past.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

HELP US LEAD THE WAY
We Need You to Join American Lands Council Today...

PLEASE PRINT NEATLY

Complete all information. Membership is subject to review.

Applicant is an: Individual Business or Organization

APPLICANT'S NAME _____

CONTACT PERSON'S NAME (if applicant is not an individual) _____

TITLE/PROFESSION _____

BILLING ADDRESS _____

CITY _____ STATE _____

EMAIL _____

PHONE _____

Select your membership category, annual dues, and payment method information below:

- | | |
|---|---|
| <input type="checkbox"/> General Membership | <input type="checkbox"/> Gold Membership |
| <input type="checkbox"/> Individual: \$50 | <input type="checkbox"/> Individual: \$500 |
| <input type="checkbox"/> Business/Organization: \$500 | <input type="checkbox"/> Business/Organization: \$500 |
| <input type="checkbox"/> Government: \$1,000 | <input type="checkbox"/> Government: \$1,000 |
| <input type="checkbox"/> Silver Membership | <input type="checkbox"/> Platinum Membership |
| <input type="checkbox"/> Individual: \$1,000 | <input type="checkbox"/> Individual: \$1,000 |
| <input type="checkbox"/> Business/Organization: \$2,500 | <input type="checkbox"/> Business/Organization: \$2,500 |
| <input type="checkbox"/> Government: \$5,000 | <input type="checkbox"/> Government: \$5,000 |

AMOUNT \$ _____

Payment Method: Check Purchase Order VISA M/C

CREDIT CARD OR PO NUMBER _____

SECURITY CODE _____

AUTHORIZED SIGNATURE _____



Send completed membership application with

AMERICAN LANDS COUNCIL

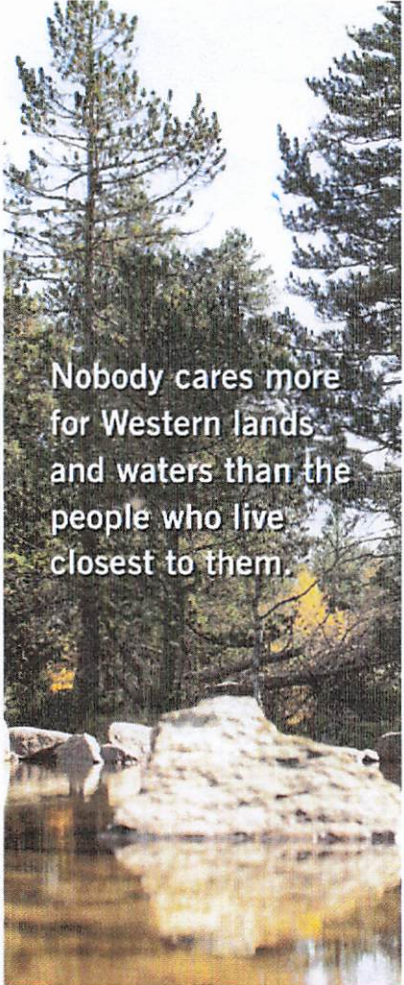
P.O. Box 100794, Altamonte Springs, FL 32714

PHONE (801) 252-6622 EMAIL info@AmericanLandsCouncil.org

AmericanLandsCouncil.org

American Lands Council (ALC) is a 501(c)(3) non-profit organization engaged in public policy advocacy on behalf of public lands.

CUT ALONG DOTTED LINE



Nobody cares more
for Western lands
and waters than the
people who live
closest to them.

**THE ONLY SOLUTION
BIG ENOUGH:**
Transfer Federal Lands to

OUR GOAL

Our goal is to achieve thoughtful, accountable stewardship that improves public access and economic productivity on our public lands.

OUR STRATEGY

We are implementing legal, legislative, and executive actions so States can incrementally acquire certain federal controlled land and begin managing the land in close coordination with the counties where the land is located.

We Need Your Help!



**RIGHTFUL AND
Viable SOLUTION:
Transfer Of Public Lands Act**

**PRINCIPLES OF OUR
FEDERAL LEGISLATION**

ON THEIR OWN PACE: Through optional, voluntary transfers, States will be able to acquire and manage federally controlled public land as they are managed in their own new areas responsibly.

PUBLIC LAND MUST BE UPHELD: States are required to administer each piece of transferred land. The state legislature's application for transfer and the public application says it will be public land, the public. (NOTE: National Parks and certain lands are NOT eligible for transfer.)

STRENGTHENED: States will be able to work with affected counties to ensure that public lands are managed consistently with local land use plans and priorities.

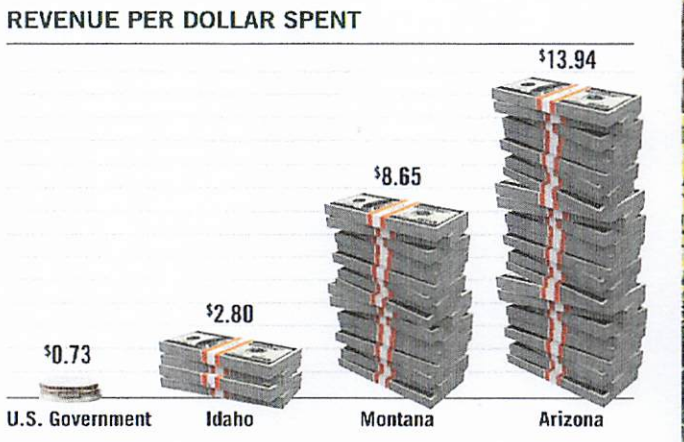
STATES PAY FOR LAND MANAGEMENT: States will pay for ongoing maintenance, fire suppression, and wildfire control — making state ownership of public lands economically sustainable.

LAND AND WATER RIGHTS ARE PROTECTED: All existing valid rights and uses, as well as moratoriums in place prior to the transfer. Moratoriums will be built in to provide long-term certainty.

BUDGETS GET A BOOST: After land is transferred, excess revenues from

KEEPING IT PUBLIC
States Have Proven They Can Keep Public Lands Public AND Manage Them Better

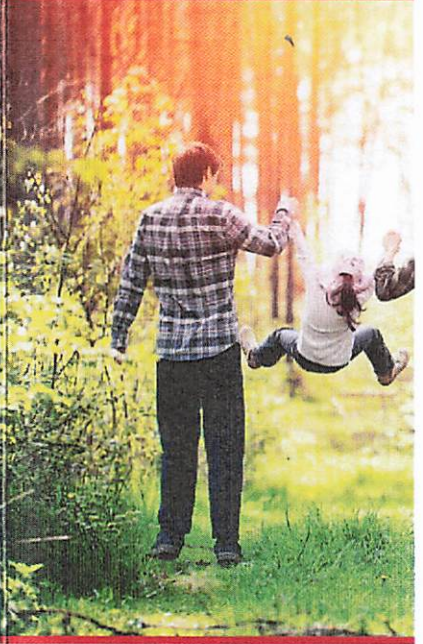
PUBLIC LAND ECONOMICS:
On average, western States out-perform the Federal Government by 10:1



Federal lands lose billions of dollars every year and suffer from decades of neglect. In contrast, state-owned public lands are actively managed to protect the environment and produce positive cash flows.



**TOGETHER WE CAN
MANAGE PUBLIC
LANDS BETTER
HOME — WHERE THE**



LOCAL STEWARDSHIP MATTERS: Nobody cares more about our lands and wildlife than the people who live nearest to them and rely upon them for their happiness, and livability. With this knowledge, we have completed a process to allow its provincial governments to manage the public lands, and their resources within their boundaries.

BE PART OF THE SOLUTION: We INVITE YOU TO JOIN our valued network of resource experts, public land users, and citizens for increased accountability, greater access, and responsible stewardship of our public lands for future generations. Please sign up at [www.amlaw.com](#) and return the attached membership card.

ANNUAL MEMBERSHIP DUES: **FUND CRITICAL WORK, INC.**

- Research, development, and promotional activities, litigation, and policy.
- Reaching national audiences and expanding our impact.

AMERICAN LANDS COUNCIL
ACCESS · HEALTH · PRODUCTIVITY



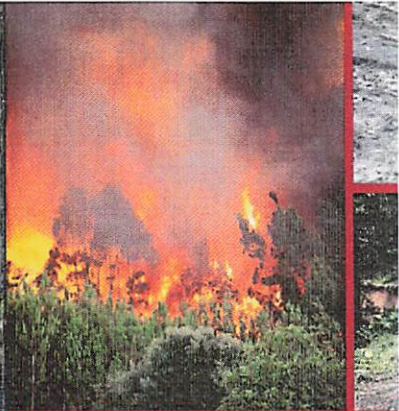
AMERICAN LANDS COUNCIL
ACCESS · HEALTH · PRODUCTIVITY

SUPPORT IS VITAL
Of our lands, we control our destiny. In the charge of our precious resources, we are left to the whims of a vast federal bureaucracy, weighed down by distance, in-fighting, and unpredictable political shifts.

Restore common sense and bring land management decisions home, where they belong!

Will you join us?

ENTRUST OUR PUBLIC LANDS TO LOCAL MANAGEMENT THAT CARES



FEDERAL LANDS
100 Years of Failed Management and Billions of Dollars Wasted

THE FACTS

Decades of distant, federal control over public lands has created a legacy of neglect, closures, massive wildlife losses, polluted air and water, billions of dollars in lost jobs, countless lives and livelihoods, and a degraded environment for communities.

Over 50% of ALL land in the West is owned by the federal government. This is unfair, and it isn't sustainable. An analysis conducted by the State of Utah found that local management is unconstitutional for the federal government to control land within western States. So what is the alternative?

The good news is that federal lands can be managed better, and State-owned public lands can be managed more efficiently than federally-owned public lands. Local land management agencies almost always perform better, both economically and environmentally.

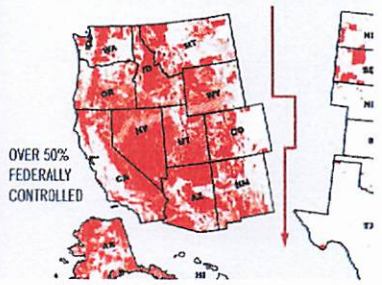
AMERICAN LANDS COUNCIL
Advocate for Access, Health, and Productivity on Public Lands

AmericanLandsCouncil.org
2022 | info@AmericanLandsCouncil.org
801.468.100794 | Alton, UT 84710

We all want abundant outdoor recreation; healthy air, water and wildlife; and safe, vibrant communities. But decades of federal control have been producing just the opposite. It's time to bring land management decisions home, where they belong...

THE FEDERAL LANDS

This great imbalance is not only...



Vendor: [Search Box] Vendor [Dropdown] 178 of 5754

26676 American Lands Council
PO Box 100794
Alton UT 84710
Balance: .00
Contact:
Phone 1: Phone 2:
Fax:

Vendor Purchase Orders Invoices Checks Totals

Summary Detail Single

Display: Paid Invoices [Dropdown] Vendor [Dropdown]

Invoice Date	Invoice Number	Invoice Amount	Adjustment Amount	Discount Taken	Check Amount	Balance
08/02/2019	2072	5,000.00	.00	.00	5,000.00-	.00
01/18/2021	2288	5,000.00	.00	.00	5,000.00	.00

8/19 \$5,000

1/2021 \$5,000

10-4150-210
Non-dept / membership

wait for 2022

		10,000.00	.00	.00	10,000.00-	.00
--	--	-----------	-----	-----	------------	-----



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011

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

Email: sclark@morgancountyutah.gov

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

Commission Meeting Date: December 7, 2021

Time Requested: 10 min

Name: Blaine Fackrell

Phone: 801-668-0101

Address: _____

Email: bfackrell@morgancountyutah.gov

Fax: _____

Associated County Department: _____

Active Transportation

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of the Active Transportation Bylaws

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

MORGAN COUNTY TRAILS ADVISORY COMMITTEE BYLAWS

The Morgan County Active Transportation Advisory Board ("Committee") accepts Morgan County Resolution CR-21-11 as its authority to act. These rules are supplementary to the provisions of the resolution above as they relate to the procedures of the Committee.

A. ARTICLE 1: COMMITTEE STRUCTURE

- 1) Membership: The Committee shall consist of not fewer than five (5) and not more than nine (9) members chosen from the citizens of the County and based upon their fitness for the appointment.
- 2) County Commission Member: only one member of the member of the Committee may be a member of the County Commission at any one time.
- 3) Appointment: All members shall be appointed by the County Commission. Appointments to the Committee shall be made before July 1 of each year in which an appointment is necessary.
- 4) Term:
 - a) Members shall be appointed to serve for two (2) year terms, or until their successors are appointed, and shall not serve more than four (4) consecutive terms.
 - b) The terms of members shall be staggered so that approximately one-fourth ($\frac{1}{4}$) of the Committee is selected each year.
- 5) Resignation: Any appointed Committee member may resign from such position by providing written notification to the Chair of such resignation. The Chair shall thereupon notify the County Commission of such resignation.
- 6) Vacancies: Vacancies created by resignation, death, removal, or otherwise shall be filled for the duration of the unexpired term in the same manner as the original appointment.

B. ARTICLE II. OFFICERS

- 1) Officers; Term: Officers of the Committee shall be a Chair, Vice Chair, and Secretary. They shall be elected by the Committee at its November meeting, unless rescheduled by a majority vote of the Committee, and their term of office shall be for one year beginning January 1.

C. ARTICLE III. DUTIES OF OFFICERS

- 1) Chair: The Chair of the Committee shall preside at all Committee meetings, authorize calls for any special meetings, and generally perform the duties of a presiding officer.

The Chair of the Committee shall sign or countersign all official Committee documents and, where appropriate, recommend approval by the County Commission.

- 2) Vice Chair: The Vice Chair shall preside in the Chair's absence and perform such other duties as requested by the Chair.
- 3) Secretary: The Secretary shall keep minutes of all Committee meetings, record attendance, and record a roll call on all votes (except when a ballot vote is taken). The Secretary shall perform all other such clerical duties as may be assigned by the Committee.

D. ARTICLE IV. DELEGATED POWERS AND DUTIES OF COMMITTEE MEMBERS

- 1) The Committee shall, with the approval of the County Commission, be responsible for:
 - a) Recommending both on-road and off-road trail or route improvements within the County.
 - b) Recommending the prioritization of new improvements for funding and construction.
 - c) Representing the views of County citizens regarding trails, to the best of their abilities.
 - d) Recommending policies and ordinances establishing user rights and expectations while using the County trail system.
 - e) Being a resource for various County departments, including but not limited to, Parks & Recreation, Engineering, Public Works, and Planning, regarding trail development, construction, and maintenance.
 - f) Recommending to the County Commission the removal of any member of the Committee for misconduct or neglect of duty; and
 - g) Other duties as may be specifically assigned or delegated to the Committee.

E. ARTICLE V. MEETINGS

- 1) Number; Quorum: The Committee shall have no fewer than four (4) regular meetings during a calendar year with the quorum present, whether corporal or by means of electronic equipment, for the purpose of discussing or acting upon a matter or matters. For this purpose, a quorum consists of that number of Committee members that represents fifty-one percent (51%) or more of the total number of Committee members appointed at the time.

- 2) Special Meetings: Special meetings may be called at any time by the Chair, or at the request of three members, providing notice thereof is given to the public and all members at least twenty-four (24) hours in advance.
- 3) Alternate:
 - a) If the Committee member who is a member of the County Commission is unable to attend any Committee meeting, then that member may designate an alternate to act in that member's place.
 - b) If the member of the County Commission who is a member of the Committee has designated an alternate to act in that member's stead, at any or all Committee meetings, then that alternate's presence shall count as a Committee member for purposes of meeting a quorum or voting.
- 4) Voting: An affirmative vote of a majority of all members of the Committee present at the time shall be necessary to approve any action before the Committee. The Chair may vote upon and move or second a proposal before the Committee. In the event of a tie, the Chair will have the deciding vote.
- 5) Open and Public Meetings: The Committee will conduct meetings in accordance with the state of Utah's Open and Public Meetings Act (UCA 52-4-201, et seq.), and will make proper accommodations for electronic meetings as outlined in UCA 52-4-207.
- 6) Records: Records of all Committee meetings shall be kept, managed, classified and disclosed as required by county ordinance and state law, including, but not limited to, the Government Records Access and Management Act. (Ord. 04-06, 4-6-2004)
- 7) Parliamentary Procedure: The Committee will utilize Robert's Rules of Order, latest edition, as a guideline for procedural matters. However, it is desirable that the Committee not belabor its meetings with minutia of parliamentary procedure, but with frank and honest discussion it should reach decisions that represent the mind of the majority.

F. ARTICLE VI. COMMITTEES

- 1) Ad hoc committees for the study and/or investigation of issues or other matters may be appointed by the Chair to serve until the completion of the work for which they were established.

G. ARTICLE VII. CHANGES TO BYLAWS

- 1) Amendments to these bylaws may be proposed at any regular meeting but may become effective only after a passing vote at a subsequent, regularly scheduled meeting.



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886

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

Morgan, UT 84050
Phone: 801.845.4011

Email: sclark@morgancountyutah.gov

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

Commission Meeting Date: December 7, 2021

Time Requested: 10 min

Name: Blaine Fackrell

Phone: 801-668-0101

Address: _____

Email: bfackrell@morgancountyutah.gov

Fax: _____

Associated County Department: _____

Active Transportation

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of the Active Transportation members of the board

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Proposed Active Transportation Advisory Board

Currently these are the initial proposed members of the Active transportation Board to serve for staggering periods to be determined in the meeting of the Advisory board.

Lillia Allen
Josh Bond
Nate Manwaring
Mike Loveland
Ron Niederhouser
Davy Ratchford- Snow Basin

Bike team- Justin Nederhauser
School District- Scott McMillan
A member of the TTAB BOARD to be determined later

The following are Liasons

County Planner- Lance

County Commissioner over Active Transportation

City has one representative -Ty Bailey

Chris Chesnut-UDOT
Hugh Vanwagener-WFRC



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011

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

Email: sclark@morgancountyutah.gov

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

Commission Meeting Date: 12/07/21

Time Requested: 6:00pm

Name: matt wilson

Phone: 801-725-4457

Address: _____

Email: mwilson@morgancountyutah.gov

Fax: _____

Associated County Department: _____

fleet

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

approval of contract with Enterprise Fleet sERVICES

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: State County City Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 20___, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. COVERED VEHICLES: Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.

2. TERM AND TERMINATION: The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. ADDITIONAL DOCUMENTATION: Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. COVERED VEHICLE FEE: EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a transaction fee and/or monthly fee as listed on the attached Company Owned Vehicle Service Agreement Services Pricing Sheet.

5. PAYMENT TERMS: Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.

6. BILLING: All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.

VARIOUS COSTS, EXPENSES, FEES, AND CHARGES. The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

Initials: EFM_____ Customer_____

8. LICENSE ADMINISTRATION PROGRAM:

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars (\$50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars (\$50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

Initials: EFM _____ Customer _____

10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars (\$75.00), or such other amount as may be established by EFM, in its sole discretion from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices") upon written request of Company to EFM.

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. ODOMETER: Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. INSURANCE: During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. NOTICES: All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Initials: EFM _____ Customer _____

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

15. MISCELLANEOUS:

- (a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- (b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- (d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- (e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- (g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- (h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- (i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- (j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

- (a) NONE OF EFM, ITS AGENTS, OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.
- (b) IN NO EVENT SHALL EFM, ITS AGENTS OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

- (a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

Initials: EFM_____ Customer_____

assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

21. REPRESENTATIONS AND WARRANTIES:

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM_____ Customer_____

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Initials: EFM _____ Customer _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Company_____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$_____ per month per Card, plus a one time set-up fee of \$_____.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Company_____



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@morgan-county.net

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

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

Council Meeting Date: December 7, 2021

Time Requested: 15 minutes

Name: Lance Evans

Phone: 801-845-4059

Address: 48 W Young Street

Email: levans@morgancountyutah.gov

Associated County Department: PDS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision – A proposed Final Plat for Wasatch Peaks Ranch Phase 1. Comprised of approximately 483 acres with 50 lots. Access located at approximately 4213 Morgan Valley Drive in Peterson, Utah

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

Stacy Clark

From: Lance Evans
Sent: Wednesday, December 8, 2021 4:38 PM
To: Leslie Hyde
Cc: Stacy Clark
Subject: COA WPR FP MFCO

As per your demands request, below are the COA for WPR's final plat. LOL

Findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan, zoning regulations and WPR Development Agreement.
3. The developer will install any requisite infrastructure, including roadways, etc.
4. This proposal is not detrimental to the health, safety, and welfare of the public.

Conditions:

1. **That all the County Engineer and Surveyor comments be addressed prior to recordation of the plat.**
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.**
4. **That all county comments be satisfactorily addressed on the revised pat notes and Governing Documents prior to recordation of the plat.**

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.



**COUNTY COMMISSION
STAFF REPORT**

Final Plat
December 7, 2021

Wasatch Peaks Ranch Subdivision Phase 1 Final Plat
Public Meeting
File #21.057

Applicant: Wasatch Peaks Ranch, LLC
Property Address: Access located at approximately 4213 N 3800 W
Area: 483.31 acres

General Plan Land Use Designation: Wasatch Peaks Ranch DA
Zoning District: F-1, Wasatch Peaks Ranch Development Agreement

REQUEST:

Wasatch Peaks Ranch, LLC requests approval of the Wasatch Peaks Ranch Subdivision Phase 1 Final Plat, a proposed subdivision of 50 lots, 3 parcels, and 4 open space parcels. The preliminary plan was approved by the County Commission on November 9, 2021.

STAFF RECOMMENDATION: County Staff has reviewed the final application for the ROAM Phase 1 Final Plat. Staff recommends approval of the requested final plat based on the following findings and with the conditions listed below:

Findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan, zoning regulations and WPR Development Agreement.
3. The developer will install any requisite infrastructure, including roadways, etc.
4. This proposal is not detrimental to the health, safety, and welfare of the public.

Conditions:

1. That all of the County Engineer's ^{and survey} be addressed prior to recordation.
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.
4. all Co Comments are addressed prior to recordation
be satis on the revised plat notes and gov doc

PROJECT DESCRIPTION:

Proposal Details

This request is for a 50-lot subdivision plat located in Sections 1, 2, 11, and 12 of Township 4 North, Range 1 East, Salt Lake Base and Meridian. Each lot will consist of a Building Activity Envelope (BAE) with setbacks and frontage from newly constructed private streets. All improvements and disturbances will be required to stay within the BAE excluding private ski access devices. The parcels being subdivided consists of 483.31 acres and will be divided into 50 single-family lots, 3 parcels, and 4 open space parcels. The property is located west of the Peterson area in Morgan County. The developer will construct a private road system that will connect with North Morgan Valley Drive east of the subdivision. Sewer and water utilities will be privately owned and maintained by the Wasatch Peaks Ranch Water and Sewer District (The WPR-WSD). Road and fire protection services will be provided by the Wasatch Peaks Ranch Road & Fire District (The WPR-RFD). Will serve letters have been provided from both districts.

This application is the next step in the development process. The major zoning milestones to date have been:

- Rezoning approval from the County of Morgan creating Resort Special District zoning (WPR-RSD) on October 30, 2019 and recorded as reception #149303, dated November 7, 2019.
- The project's Development Agreement (DA) was approved by the County on October 30, 2019, and recorded as reception #149303, dated November 7, 2019.
- The Conceptual Plan #1 for the community's initial 124 lots. This Preliminary Plat submittal (PP-1) is for the initial subdivision phase (50 lots) contained in Conceptual Plan #1 as allowed in the WPR Development Agreement. (see attachment C for approved concept plan).
- Amendment #1 to the DA was reviewed by staff and approved on October 1, 2021.
- November 9, 2021- Morgan County Commission approved the Preliminary Plat.

Proposed Project Details

Item	Zone/DA Regulation	Proposal
Height	WPR DA – 45 feet	Lots will comply
Area Regulation	WPR DA	Lots comply
Frontage Regulation	WPR DA	Lots comply
Front Yard Regulations	WPR DA – C&E Lots: 30' D Lots: 10'	Lots comply
Side Yard Regulations	WPR DA – C&E Lots: 15' D Lots: 5'	Lots comply
Rear Yard Setback	WPR DA – C&E Lots: 15' D Lots: 5'	Lots comply

DISCUSSION:

The Wasatch Peaks Ranch Development Agreement (DA) for this property was approved on October 30, 2019 by the Morgan County Council. This final plan is consistent with the uses and layout as required by the DA and the applicable MCC Subdivision Standards.

The final plat requirements come from Morgan County’s Land Use Management Code, Title 8, Chapter 12, Sections 29-41. Staff has reviewed the requirements and procedures for a final plat and have found that the application request meets the standards.

8-12-29: FINAL PLAT; PURPOSE:

The purpose of the final plat is to require formal approval by the County Council before a subdivision plat is recorded in the office of the Morgan County Recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010; amd. Ord. CO-19-09, 10-15-2019)

8-12-36: REVIEW BY THE COUNTY COUNCIL:

Within a reasonable time following the recommended approval of the final plat by the Zoning Administrator, the final plat shall be submitted to the County Council for its review and consideration. The County Council shall not be bound by the recommendations of the Zoning Administrator and may set its own conditions and requirements consistent with this title. If the County Council determines that the final plat is in conformity with the requirements of this title, other applicable ordinances, and that the County Council is satisfied with the final plat of the subdivision, it shall approve the final plat. If the County Council determines that the final plat is not in conformity with this title or other applicable ordinances, it shall disapprove the final plat specifying the reasons for such disapproval. No final plat shall have any force or effect unless the same has been approved by the County Council and signed by the County Council Chairperson and the County Clerk. Best efforts shall be made by staff to notify the Planning Commission of final decisions of the County Council. (Ord. 10-16, 12-14-2010; amd. Ord. CO-19-09, 10-15-2019)

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Fire/EMS Services: Comments addressed at preliminary plat.

Engineering: See Attachment C

Recommended Motions

Motion for Approval – “I move to approve the Wasatch Peaks Ranch Subdivision Phase 1 Final Plat, application #21.057, allowing for a 50-lot subdivision of land located at approximately 4213 N 3800 W in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated December 7, 2021”

Motion for Approval with Conditions – “I move to approve the Wasatch Peaks Ranch Subdivision Phase 1 Final Plat, application #21.057, allowing for a 50-lot subdivision of land located at approximately 4213 N 3800 W in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated December 7, 2021 and with the following conditions:”

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

Motion for Denial – “I move to deny the Wasatch Peaks Ranch Subdivision Phase 1 Final Plat, application #21.057, allowing for a 50-lot subdivision of land located at approximately 4213 N 3800 W in unincorporated Morgan County, *due to the following findings:*”

ANALYSIS OF STANDARDS

Standards	Findings	Rationale
<p>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-29 states the following:</p>		
<p>8-12-29: FINAL PLAT; PURPOSE:</p> <p>The purpose of the final plat is to require formal approval by the county council before a subdivision plat is recorded in the office of the Morgan County recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010)</p>		
<p>8-12-31: OTHER REQUIRED INFORMATION:</p> <p>A. Final storm drainage plans and erosion control plans with final hydraulic and hydrologic storm drainage calculations, water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage, and any other drainage information required by the county engineer in order to demonstrate mitigation of potential harmful impact.</p> <p>B. Construction drawings which show existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements and the location of all utilities, and shall meet all county standards and specifications. All construction drawings shall have the designing engineer's Utah state license seal, date and signature stamped on all submitted sheets. (Ord. 12-09, 9-18-2012)</p>		
<p>8-12-32: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:</p>		
A	<p>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 details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.</p>	<p>Complies</p> <p>Mylar will be prepared after Commission approval.</p>
B	<p>The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.</p>	<p>Complies</p>
C	<p>The plat shall contain a north arrow and scale of the drawing and the date.</p>	<p>Complies</p>
D	<p>Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with</p>	<p>Will comply</p> <p>Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission</p>

	<p>appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.</p> <p>1. A signature on the plat by a service provider shall be a commitment to provide the respective service to the lots created pursuant to the plat.</p>		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 addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision	Complies	

	shall be shown. All easements shall be clearly labeled and identified.		
M	<p>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:</p> <ol style="list-style-type: none"> 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	<p>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:</p> <ol style="list-style-type: none"> 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 hereunto set out hands this day of, 20 .</i></p> <p style="text-align: center;"><i>(Add appropriate acknowledgments)</i></p> <ol style="list-style-type: none"> 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. 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. 	Complies	

	<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>	Complies	
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>	Complies	See Note 31

ATTACHMENTS:

Attachment A: Vicinity Map

Attachment B: Proposed Preliminary Plat

Attachment C: Engineers Review Comments

Attachment D: Application

EXITING CONDITIONS & ZONING

The elevation on the site ranges between 5,455 feet on the eastern portion to 6,180 feet on the northeast side of the site. Slope gradients on the site range from shallow (less than 15%) to moderately steep (15 to 25%). The soil types are Qms, Qgao, and Tn. Due to the slope of the site and soils, a geologic hazards study is required and has been reviewed by planning staff.



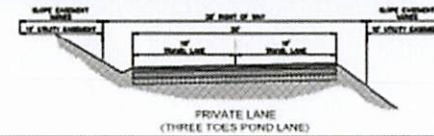
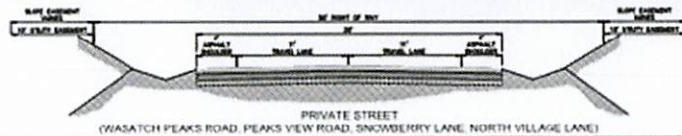
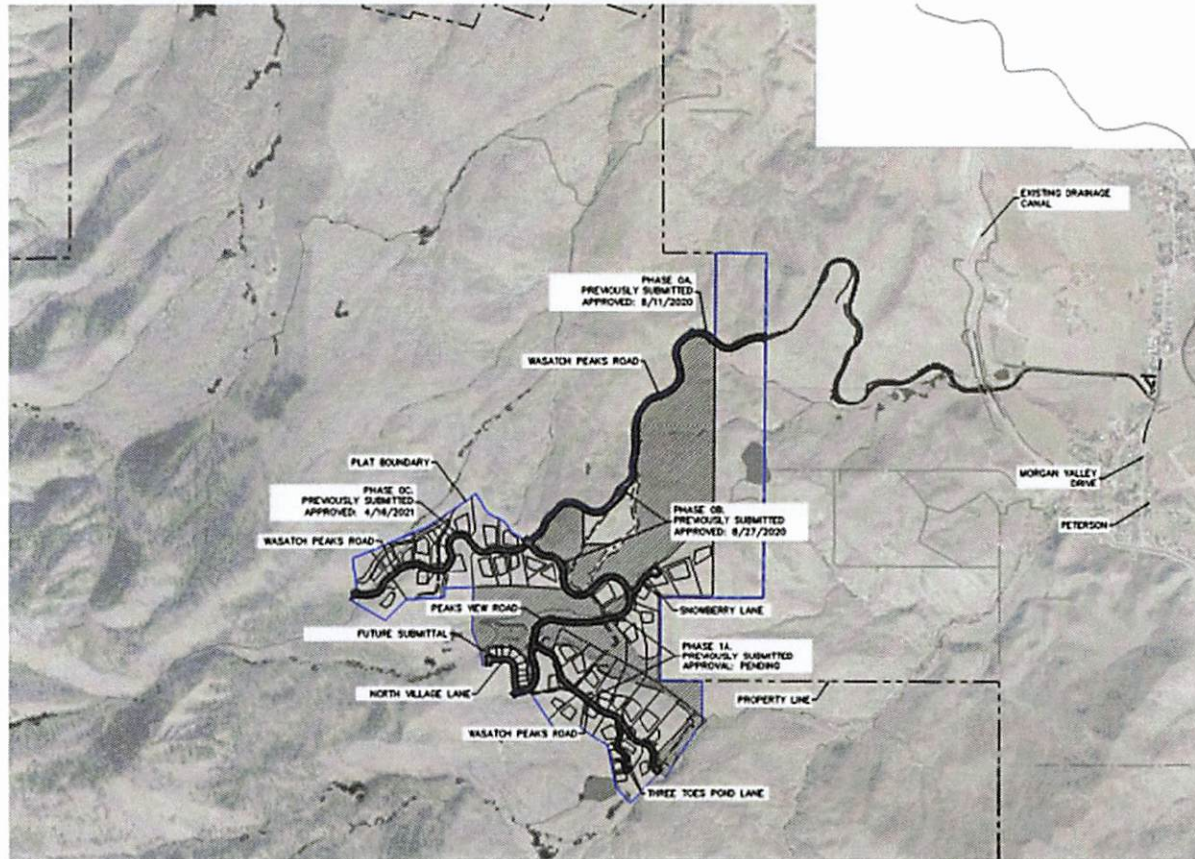
Attachment A: Vicinity Map

SITE INDEX

FOR

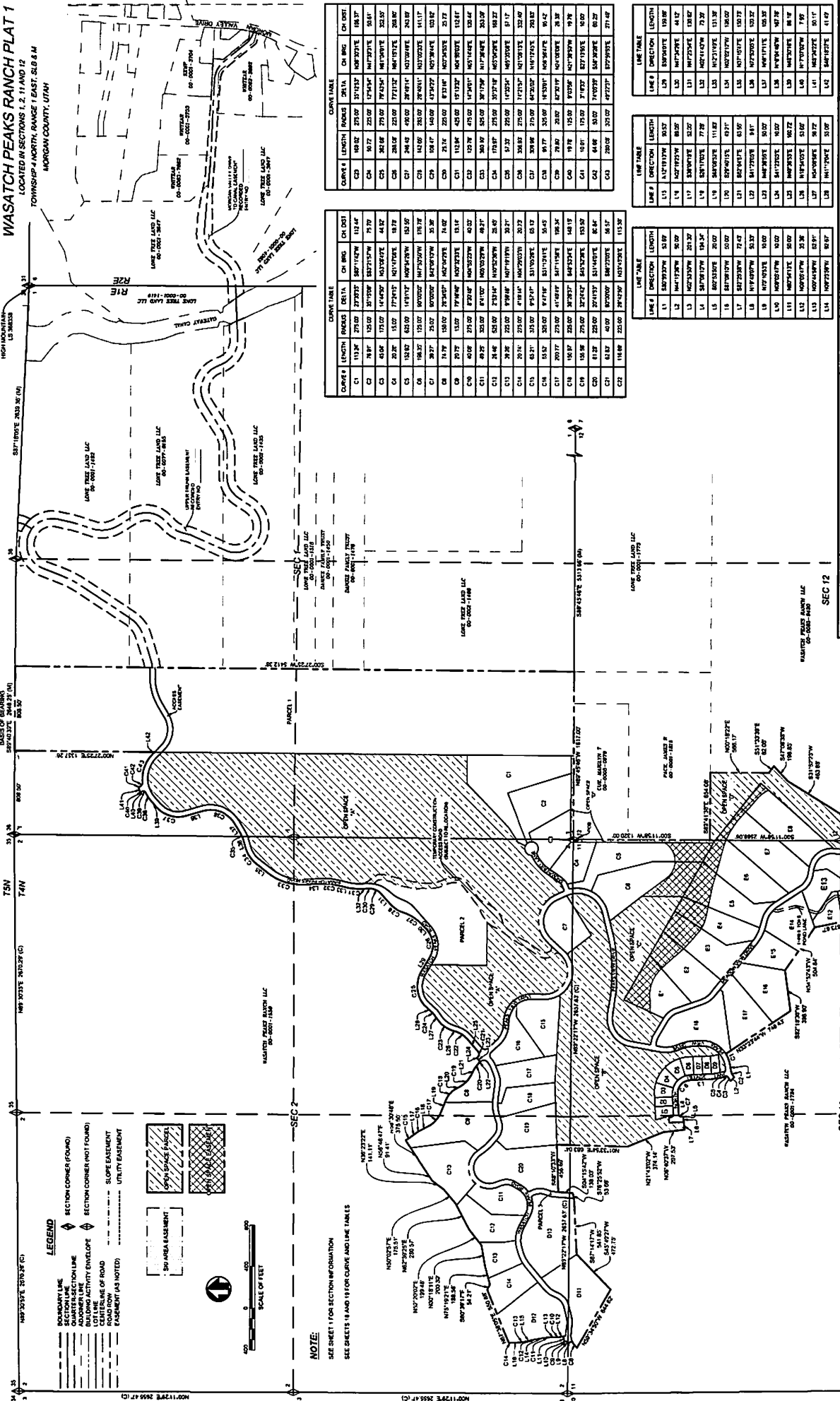
WASATCH PEAKS RANCH - PHASE 1 - PLAT 1

SECTION 1 TOWNSHIP 4 NORTH, RANGE 1 EAST AND SECTION 6 TOWNSHIP 4 NORTH, RANGE 2 EAST
MORGAN COUNTY, UTAH

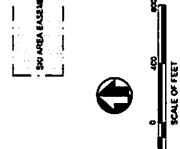


Kimley-Horn									
SITE INDEX									
WASATCH PEAKS RANCH									
MORGAN COUNTY, UTAH									
PHASE 1A									
DATE	BY	CHECKED BY	APPROVED BY	PROJECT NO.	SCALE	SHEET	NOT FOR CONSTRUCTION		
						00.00			

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SLSB 6 M
 MORGAN COUNTY, UTAH



- LEGEND**
- BOUNDARY LINE
 - QUARTER SECTION LINE
 - ADJACENT LINE
 - UTILITY ENVELOPE
 - LINE OF ROAD
 - ROAD RIGHT-OF-WAY
 - EASEMENT (AS NOTED)
 - UTILITY EASEMENT
 - SECTION CORNER (FOUND)
 - SECTION CORNER (NOT FOUND)
 - OPEN SPACE PARCEL
 - SHADOW EASEMENT



NOTE:
 SEE SHEET 1 FOR SECTION INFORMATION
 SEE SHEETS 14 AND 15 FOR CURVE AND LINE TABLES

CURVE #	LENGTH	RADIUS	DELTA	CH BEG	CH END	CH DIST
C1	113.24	275.00	27.9372	S87°11'00"W	N12°44'	113.24
C2	18.87	15.00	31.7028	S87°23'30"W	N7°52'	18.87
C3	24.00	17.00	14.9292	S43°20'00"E	N4°52'	24.00
C4	24.00	17.00	14.9292	S43°20'00"E	N4°52'	24.00
C5	158.22	15.00	177.9741	N07°03'00"E	N17°17'	158.22
C6	108.22	15.00	140.0022	N07°03'00"E	N17°17'	108.22
C7	38.77	21.00	80.0000	S47°00'00"E	N47°00'	38.77
C8	21.78	15.00	28.2407	S47°00'00"E	N47°00'	21.78
C9	20.72	13.00	77.9847	N07°23'30"E	N13°14'	20.72
C10	50.00	25.00	67.2424	N07°23'30"E	N13°14'	50.00
C11	68.28	35.00	81.1572	N07°23'30"E	N13°14'	68.28
C12	24.48	25.00	23.9416	N47°00'00"E	N47°00'	24.48
C13	24.48	25.00	23.9416	N47°00'00"E	N47°00'	24.48
C14	24.48	25.00	23.9416	N47°00'00"E	N47°00'	24.48
C15	63.21	31.00	83.9471	S11°03'00"E	N11°03'	63.21
C16	53.92	35.00	87.9178	S11°03'00"E	N11°03'	53.92
C17	20.72	25.00	41.6747	S47°11'00"E	N47°11'	20.72
C18	103.37	25.00	37.2927	S47°11'00"E	N47°11'	103.37
C19	103.37	25.00	37.2927	S47°11'00"E	N47°11'	103.37
C20	41.32	45.00	57.0000	S47°11'00"E	N47°11'	41.32
C21	118.08	22.00	28.4292	N07°23'30"E	N13°14'	118.08
C22	118.08	22.00	28.4292	N07°23'30"E	N13°14'	118.08

LINE #	DIRECTION	LENGTH	AREA	SECTION	LENGTH
L1	N12°44'W	3.52	1.00	11	3.52
L2	S27°23'30"W	8.00	1.00	11	8.00
L3	S43°20'E	5.00	1.00	11	5.00
L4	S47°00'E	7.79	1.00	11	7.79
L5	S47°00'E	11.00	1.00	11	11.00
L6	S47°00'E	11.00	1.00	11	11.00
L7	S47°00'E	11.00	1.00	11	11.00
L8	S47°00'E	11.00	1.00	11	11.00
L9	S47°00'E	11.00	1.00	11	11.00
L10	S47°00'E	11.00	1.00	11	11.00
L11	S47°00'E	11.00	1.00	11	11.00
L12	S47°00'E	11.00	1.00	11	11.00
L13	S47°00'E	11.00	1.00	11	11.00
L14	S47°00'E	11.00	1.00	11	11.00
L15	S47°00'E	11.00	1.00	11	11.00
L16	S47°00'E	11.00	1.00	11	11.00
L17	S47°00'E	11.00	1.00	11	11.00
L18	S47°00'E	11.00	1.00	11	11.00
L19	S47°00'E	11.00	1.00	11	11.00
L20	S47°00'E	11.00	1.00	11	11.00
L21	S47°00'E	11.00	1.00	11	11.00
L22	S47°00'E	11.00	1.00	11	11.00
L23	S47°00'E	11.00	1.00	11	11.00
L24	S47°00'E	11.00	1.00	11	11.00
L25	S47°00'E	11.00	1.00	11	11.00
L26	S47°00'E	11.00	1.00	11	11.00
L27	S47°00'E	11.00	1.00	11	11.00
L28	S47°00'E	11.00	1.00	11	11.00
L29	S47°00'E	11.00	1.00	11	11.00
L30	S47°00'E	11.00	1.00	11	11.00

RECORDED # _____
 STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REGISTER OF:

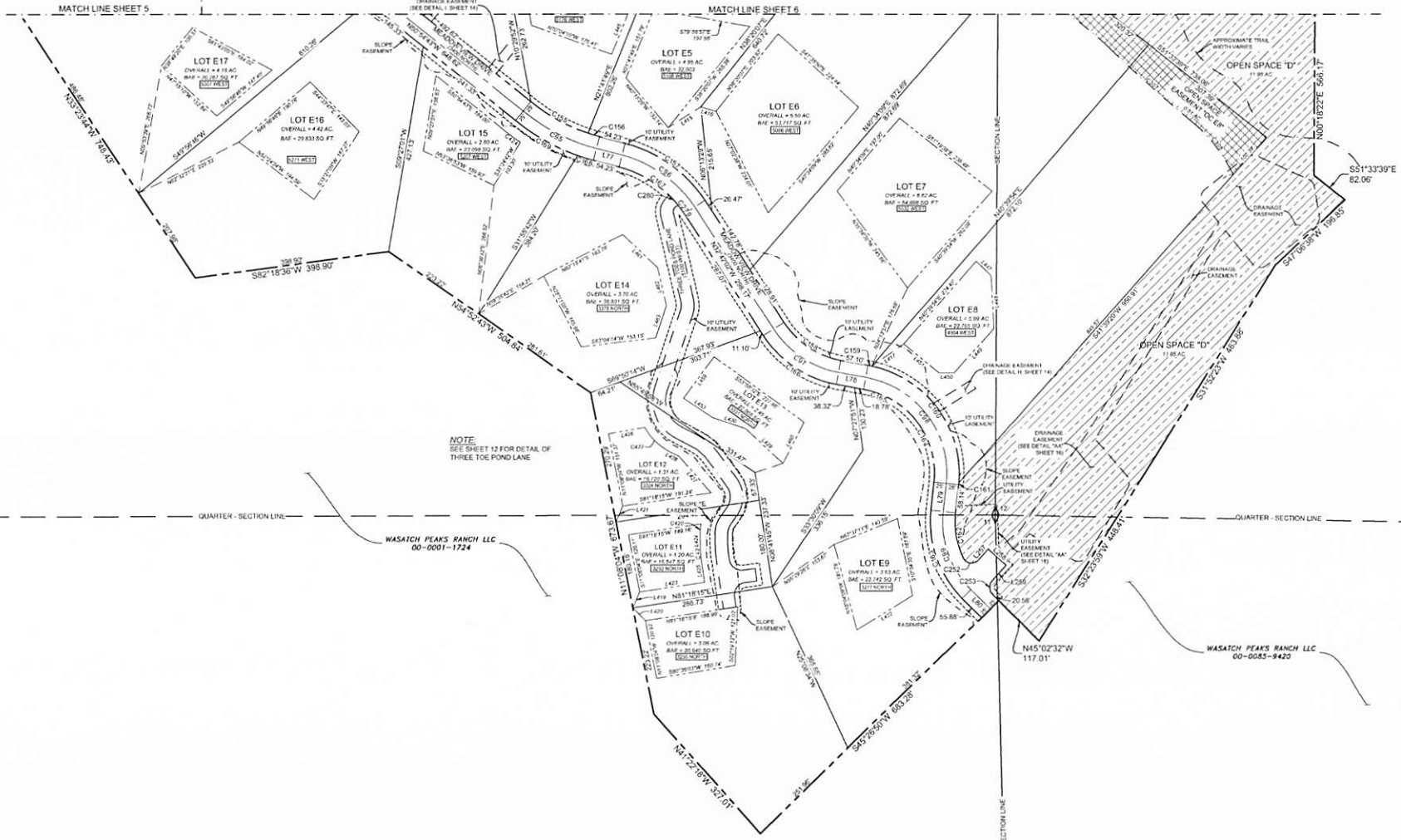
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
 MORGAN COUNTY RECORDER

PSOMAS
 P.S. & S. Surveyors
 500 West Main Street, 200
 Salt Lake City, Utah 84101
 (801) 770-3777 (fax) 770-3782 (fax)

SRV 11-10-2021
SRV 7-14-2007
SRV 68-00000100

SHEET 3 OF 19
68-00000100

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH

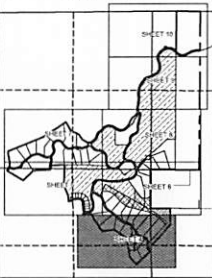


NOTE:
SEE SHEET 12 FOR DETAIL OF
THREE TOE POND LANE

WASATCH PEAKS RANCH LLC
00-0001-1724

WASATCH PEAKS RANCH LLC
00-0085-9420

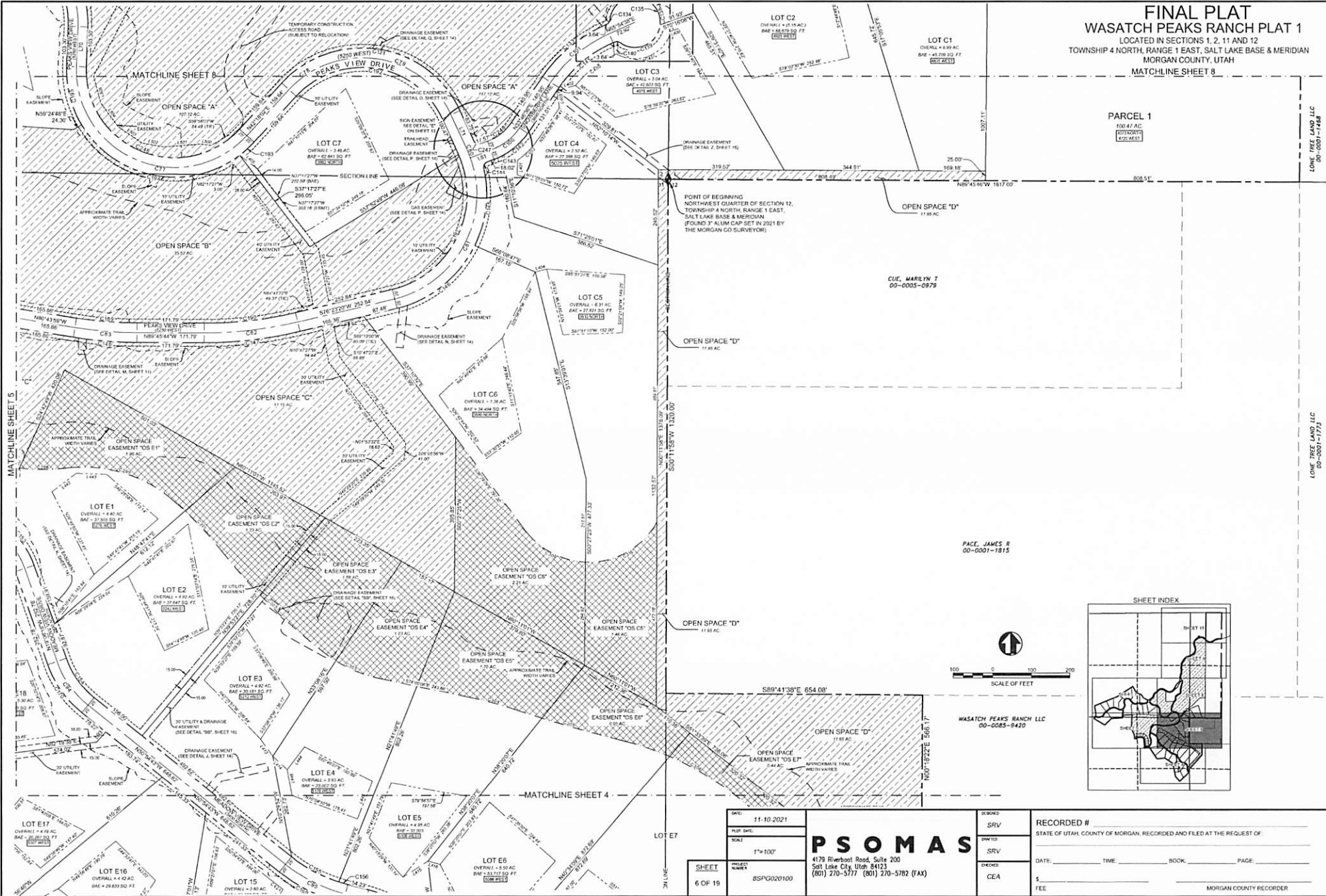
SHEET INDEX



SCALE OF FEET
0 100 200

DATE: 11-10-2021	DRAWN: SRV	RECORDED #
PLAT DATE:	DW'N'D:	
SCALE: 1"=100'	SRV	
SHEET 4 OF 19	PROJECT NUMBER 8SPG020100	DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
PSOMAS 4178 Riverboat Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)		\$ _____ FEE _____ MORGAN COUNTY RECORDER

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH
 MATCHLINE SHEET 8

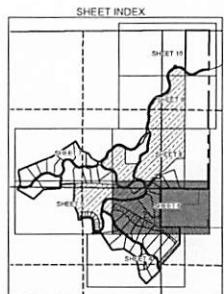


PARCEL 1
 100.47 AC
 (70% OPEN)
 (22% AEST)

POINT OF BEGINNING
 NORTHWEST QUARTER OF SECTION 12,
 TOWNSHIP 4 NORTH, RANGE 1 EAST,
 SALT LAKE BASE & MERIDIAN
 (FOUND 3" ALUM CAP SET IN 2021 BY
 THE MORGAN CO SURVEYOR)

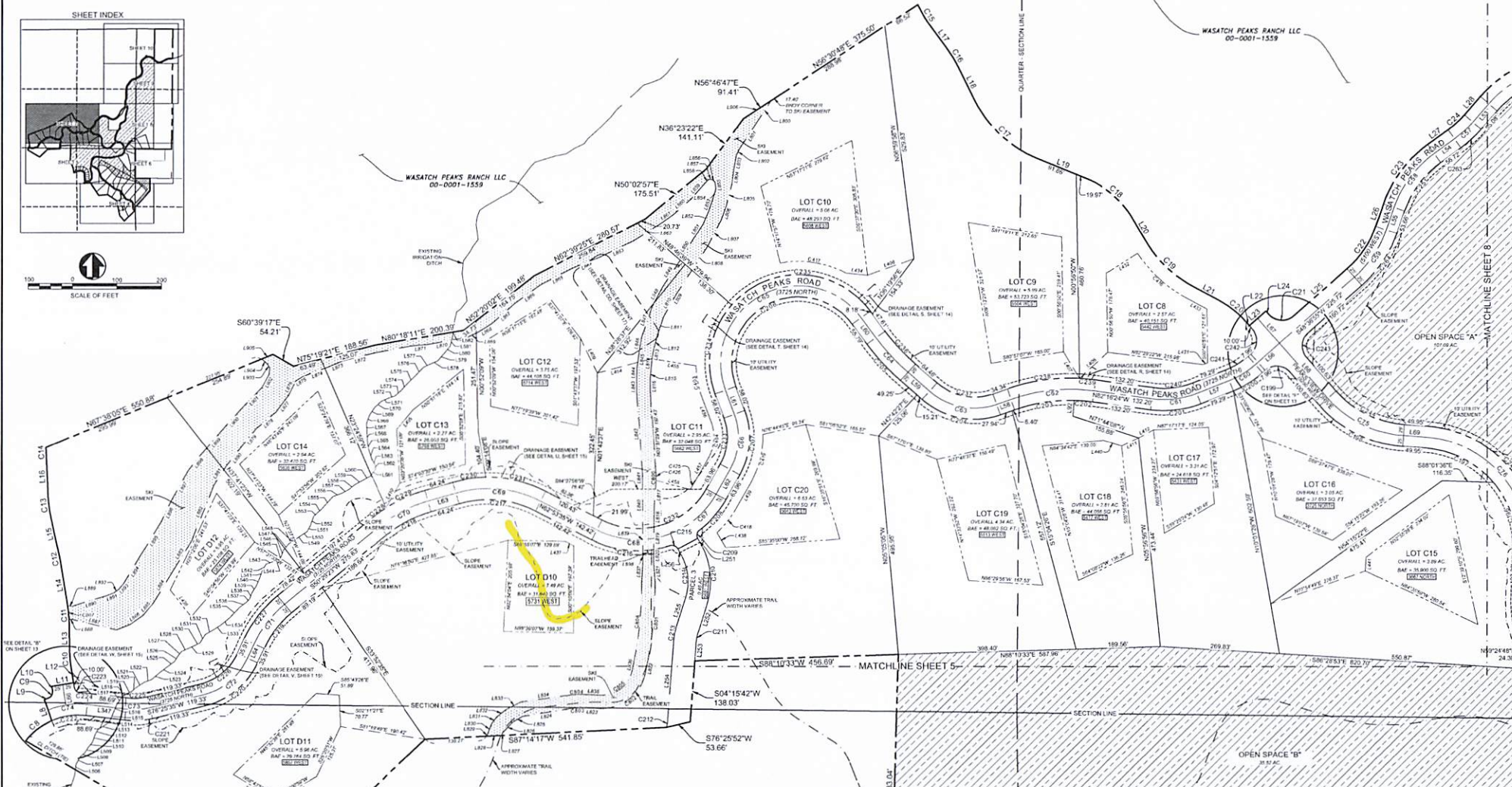
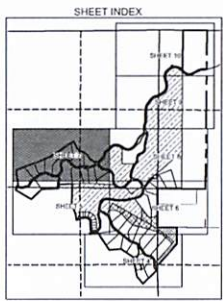
CUE, MARLYN T
 00-0005-0979

PACE, JAMES R
 00-0001-1815



DATE: 11-10-2021	PROJECT NAME: SCALE: 1"=100'	<p>PSOMAS</p> 4179 Riverbost Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-3777 (801) 270-5782 (FAX)	RECORDED #	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:
			DATE: _____ TIME: _____ BOOK: _____ PAGE: _____	
SHEET 6 OF 19	PROJECT NUMBER 85P0020100		DESIGNED SRV	
			DRAWN SRV	
			CHECKED CEA	
			FEE	MORGAN COUNTY RECORDER

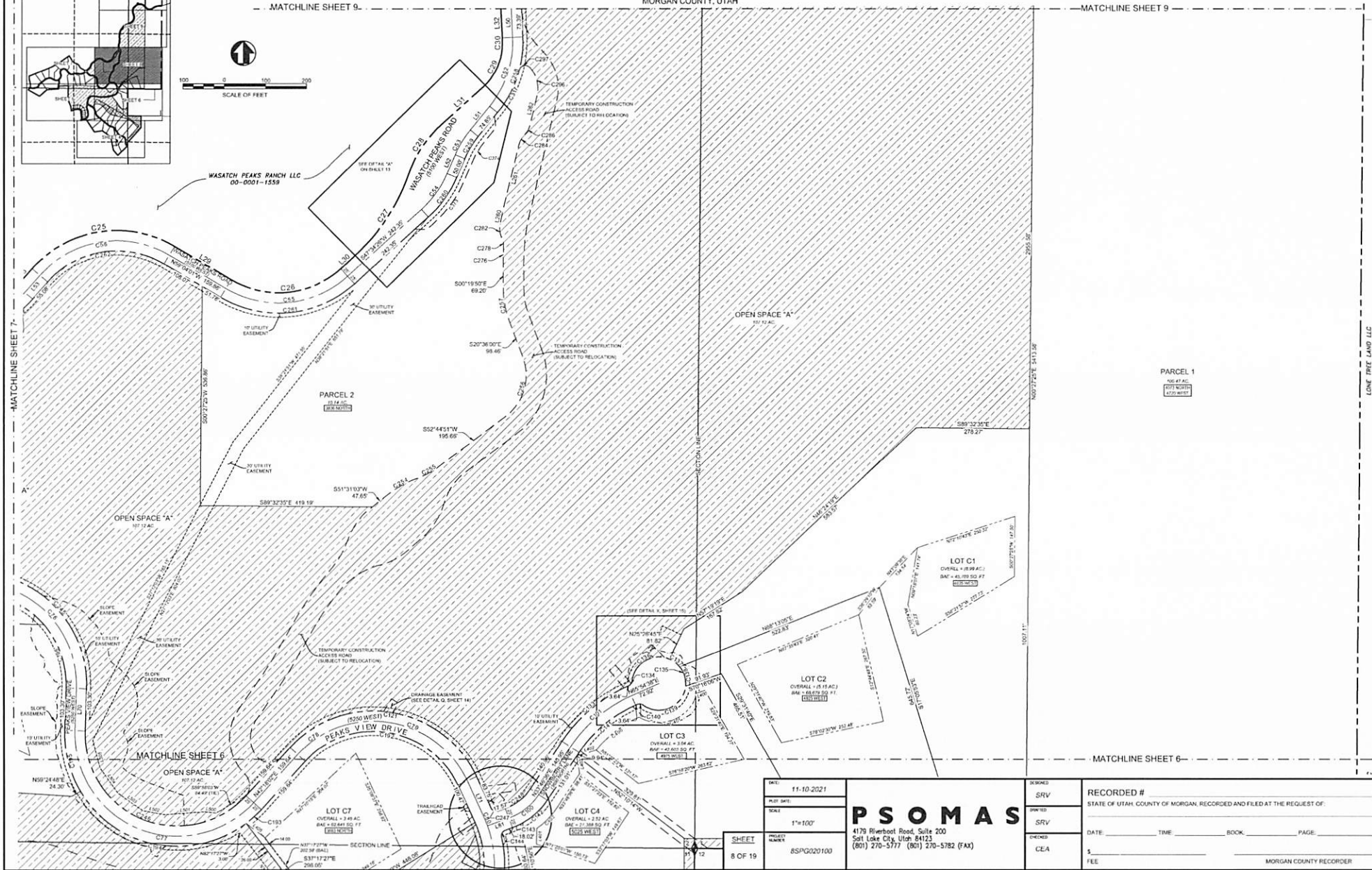
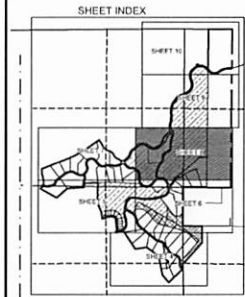
FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH



DATE: 11-10-2021	RECORD #
PROJ. NAME:	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:
SCALE: 1"=100'	DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
SHEET 7 OF 19	PROJECT NUMBER: 85SPG020100
	<p align="center">PSOMAS</p> 4179 Riverbend Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)
DESIGNED: _____ DRAWN: _____ CHECKED: _____ CEA: _____	FEE: _____ MORGAN COUNTY RECORDER

FINAL PLAT WASATCH PEAKS RANCH PLAT 1

LOCATED IN SECTIONS 1, 2, 11 AND 12
TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH



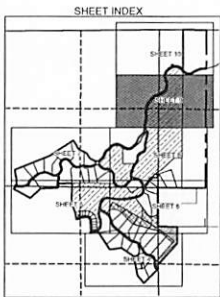
DATE:	11-10-2021	PSOMAS	DRAWN:	SRV	RECORDED # STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF: DATE: _____ TIME: _____ BOOK: _____ PAGE: _____ \$ _____ FEE: _____
SCALE:	1"=100'		PROJECT NUMBER:	SRV	
SHEET:	8 OF 19		PROJECT NAME:	CEA	
4170 Riverboat Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)			MORGAN COUNTY RECORDER		

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH

MATCHLINE SHEET 10

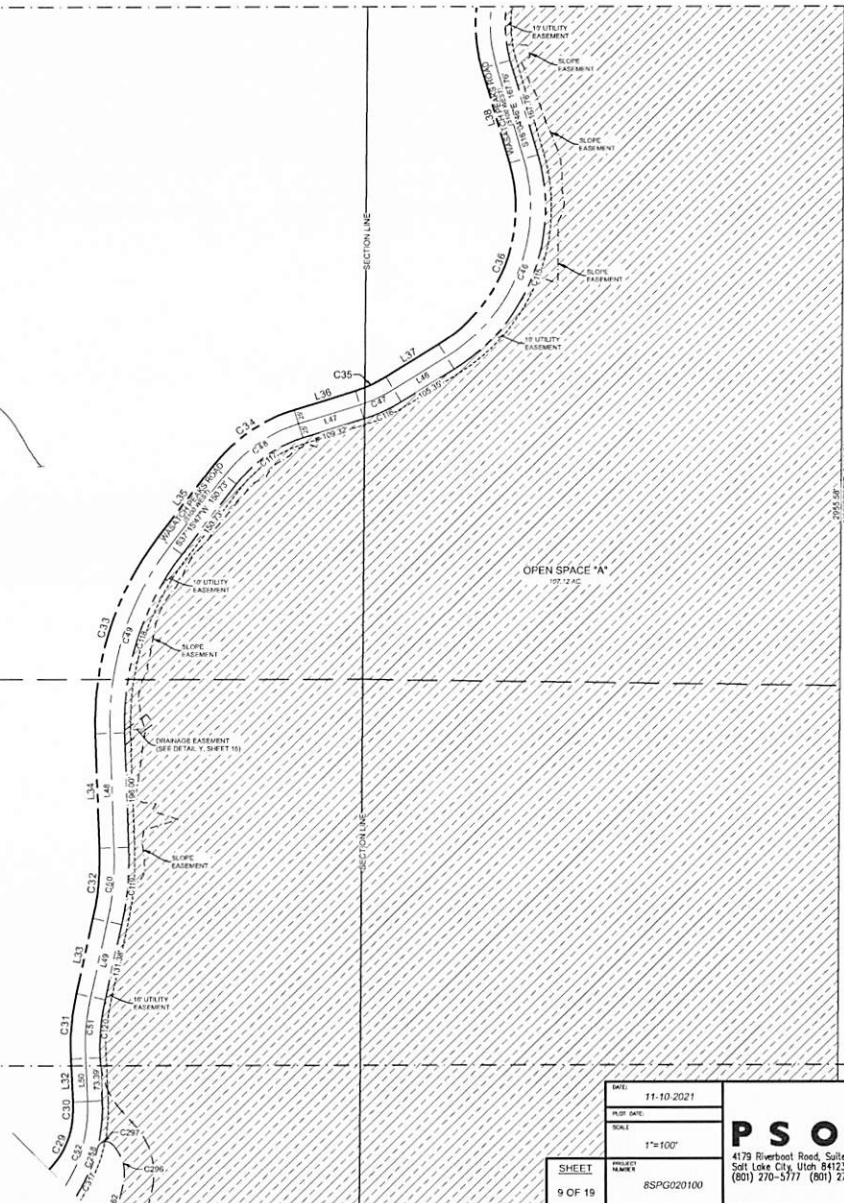
MATCHLINE SHEET 10

WASATCH PEAKS RANCH LLC
 00-0001-1559



MATCHLINE SHEET 8

MATCHLINE SHEET 8



LONE TREE LAND LLC
 00-0077-9155

LONE TREE LAND LLC
 00-0001-1435

LONE TREE LAND LLC
 00-0001-1518

DANFIE FAMILY TRUST
 00-0001-1450

DANFIE FAMILY TRUST
 00-0001-1478

PARCEL 1
 100.47 AC
 4871.67 SQ. FT.
 4.27 ACRES

DATE	11-10-2021
PLAT DATE	
SCALE	1"=100'
SHEET	9 OF 19
PROJECT NUMBER	8SPG020100

PSOMAS
 4179 Riverboat Road, Suite 200
 Salt Lake City, Utah 84123
 (801) 270-5777 (801) 270-5782 (FAX)

RECORDED	SRV
PRINTED	SRV
CHECKED	CEA

RECORDED # _____
 STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF _____
 DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
 \$ _____
 FEE _____ MORGAN COUNTY RECORDER

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH

NORTHWEST CORNER SECTION 1,
 TOWNSHIP 4 NORTH, RANGE 1 EAST,
 SALT LAKE BASE & MERIDIAN.
 (SEE MON 'X' ON SHEET 1)

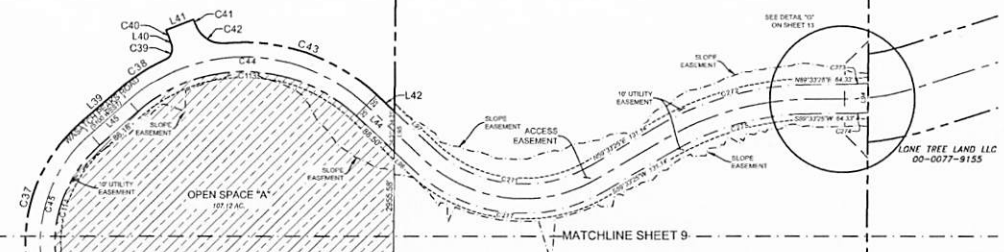
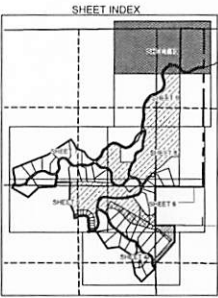
BASIS OF BEARING
 S89°40'39"E 2648.25' (M)

NORTH QUARTER CORNER SECTION 1,
 TOWNSHIP 4 NORTH, RANGE 1 EAST,
 SALT LAKE BASE & MERIDIAN.
 (SEE MON 'O' ON SHEET 1)

WASATCH PEAKS RANCH LLC
 00-0001-1559

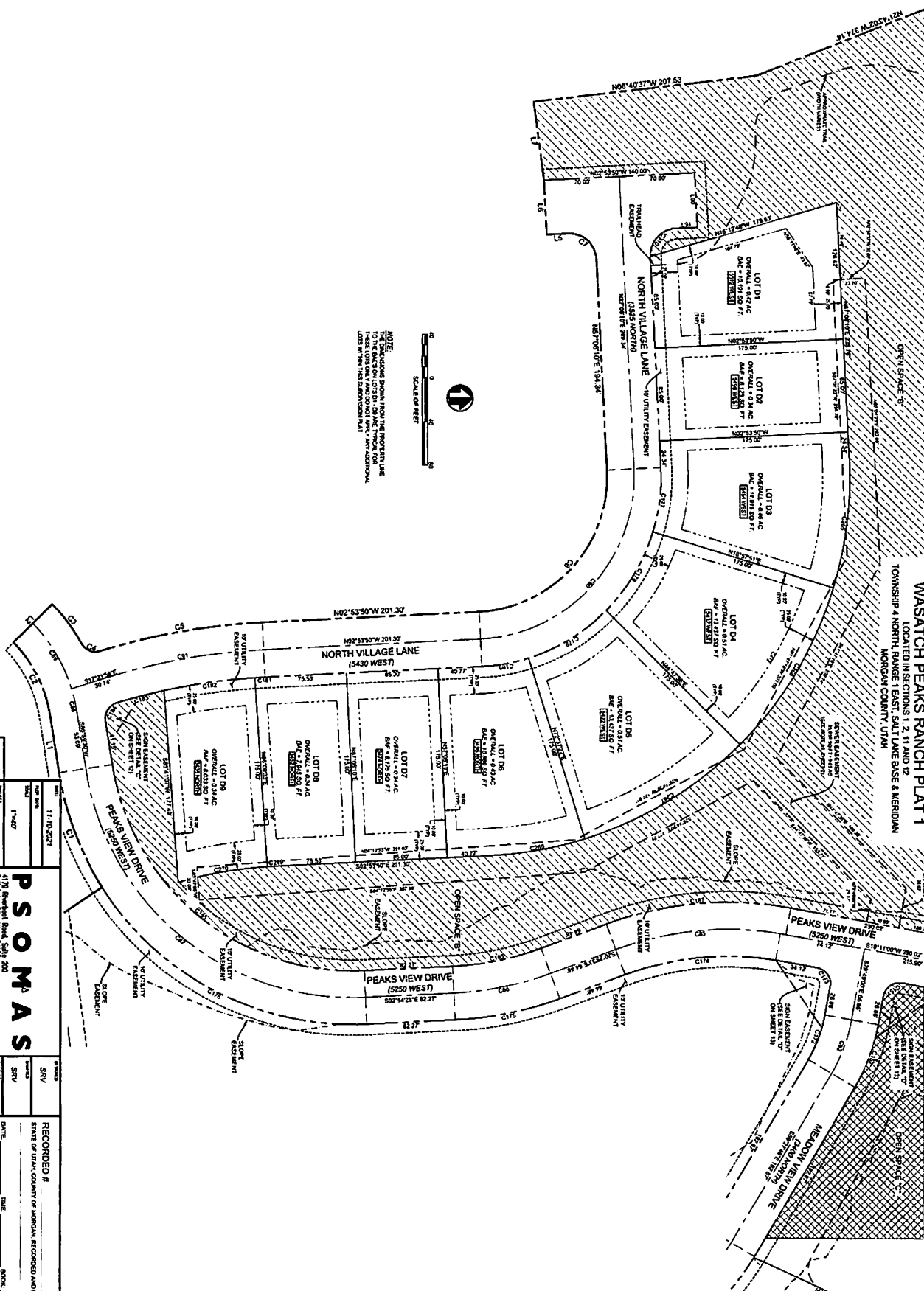
LONE TREE LAND LLC
 00-0001-1492

PARCEL 1
 4376.396 SQ. FT.
 100.47 AC.
 4071 NORTH
 6120 WEST



DATE: 11-10-2021	PSOMAS	DESIGNED: SRV	RECORDED #
PLAT DATE:		DRAWN: SRV	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:
SCALE: 1"=100'		CHECKED: CEA	DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
SHEET: 10 OF 19	PROJECT NUMBER: 8SPG020100	OWNER: CEA	\$ _____
4179 Riverbowl Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)		FEE _____ MORGAN COUNTY RECORDER	

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH

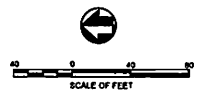
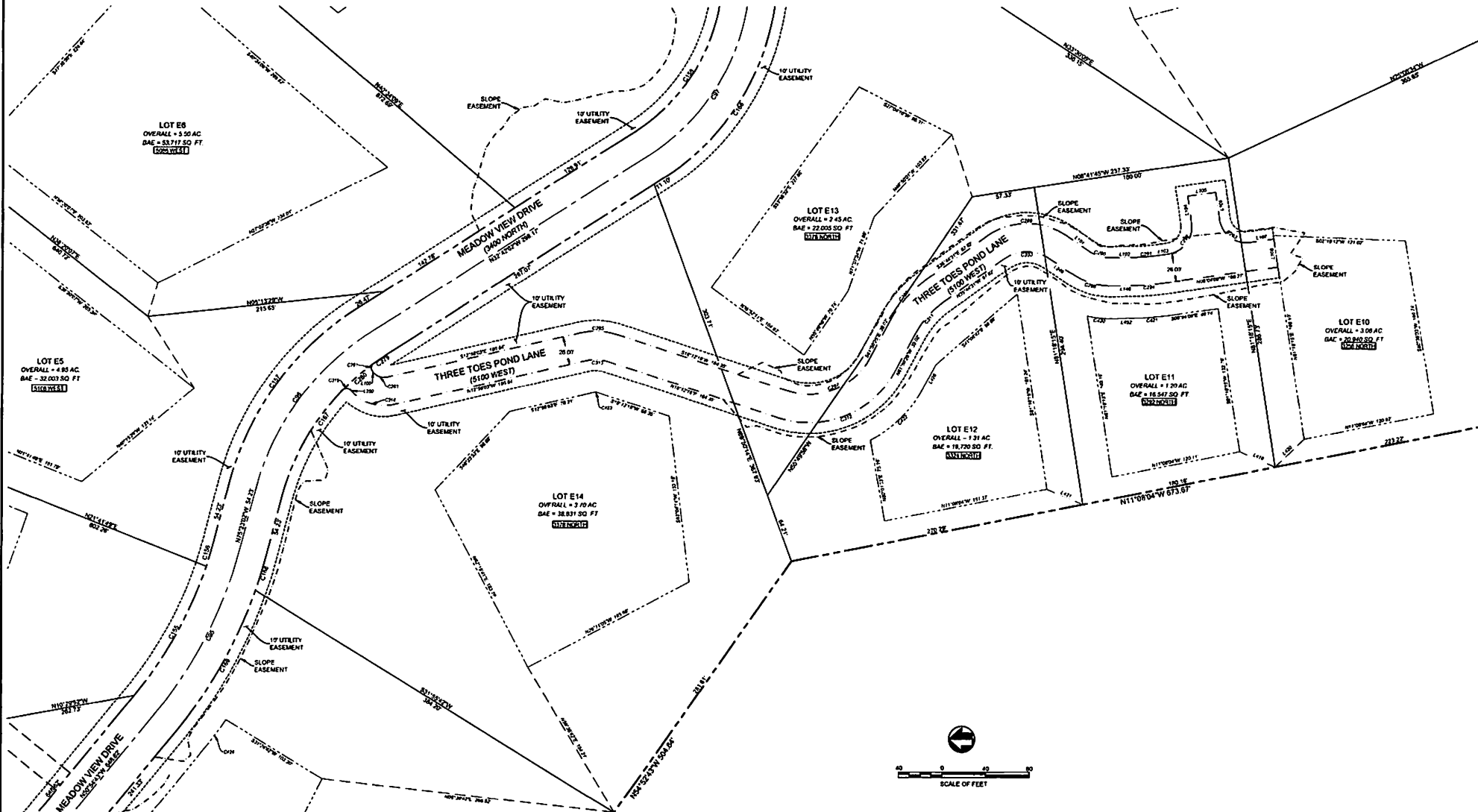


NOTE:
 THE DIMENSIONS SHOWN FROM THE PROPERTY LINE
 TO THE CENTER OF THE ROAD OR DRIVE ARE THE
 DIMENSIONS OF THE ROAD OR DRIVE AND NOT THE
 DIMENSIONS OF THE PROPERTY LINE.



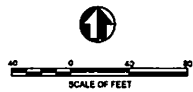
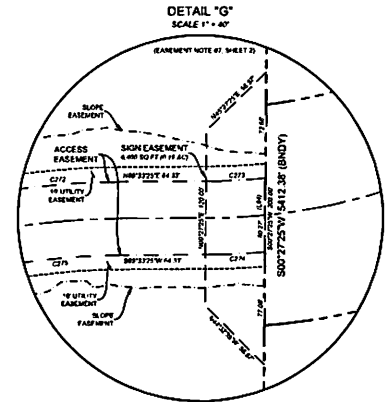
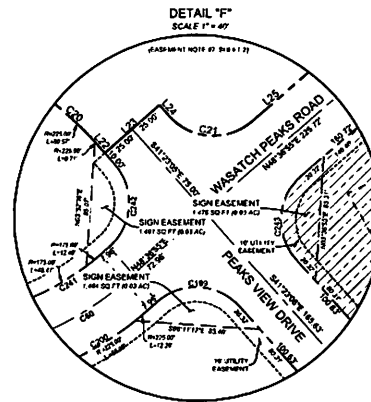
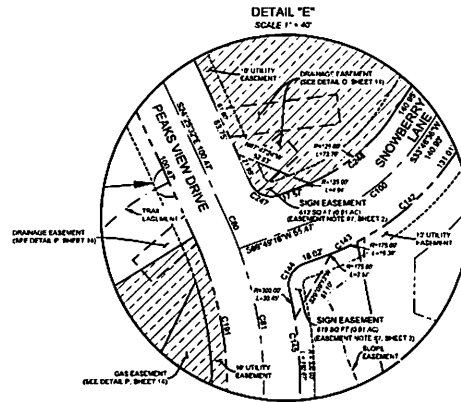
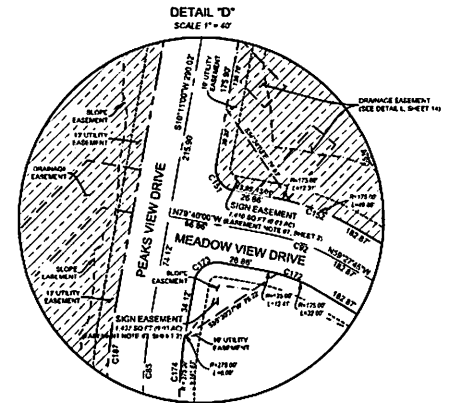
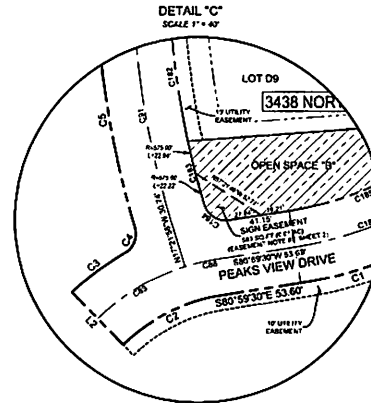
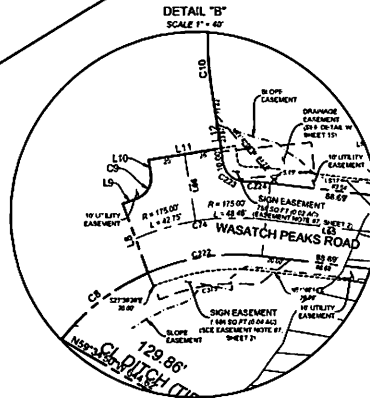
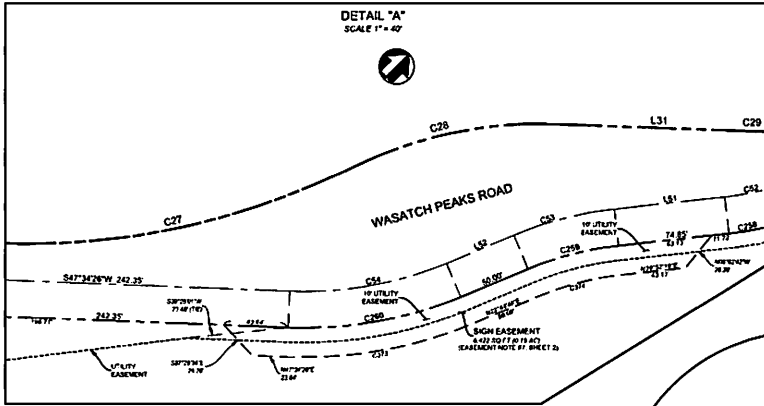
SHEET 11 OF 18	DATE 11-10-2021	DRAWN BY T-MAD	PROJECT 850-0200100	OWNER P S O M A S	RECORD #	SYN
					STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE OFFICE OF	SYN
478 Riverside Road, Suite 200 (801) 270-5717 (801) 270-3782 (FAX)					DATE	TIME
					BOOK	PAGE
					FILE	
MORGAN COUNTY RECORDER						

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH



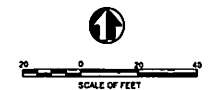
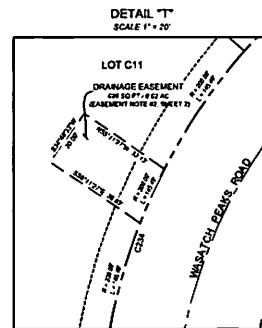
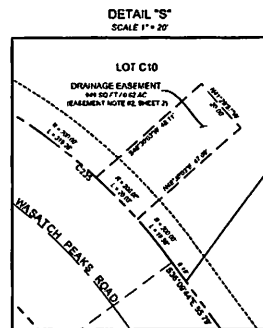
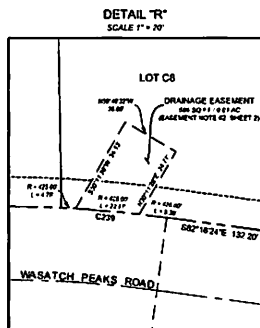
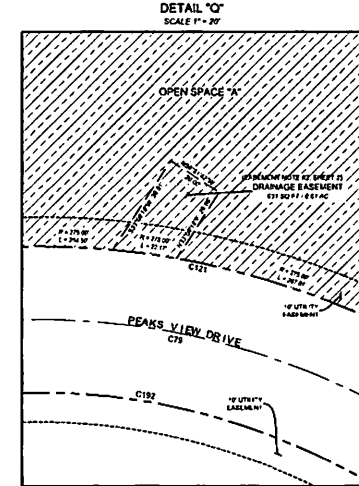
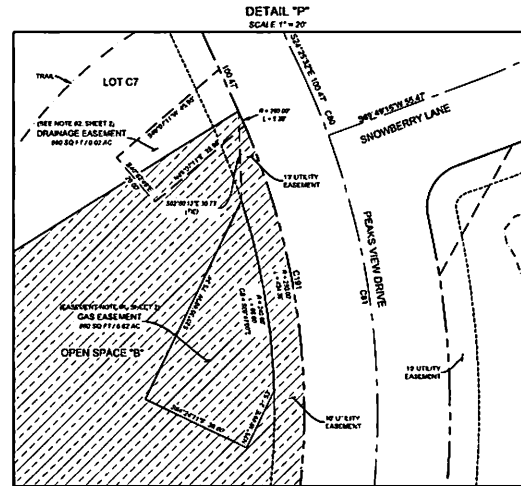
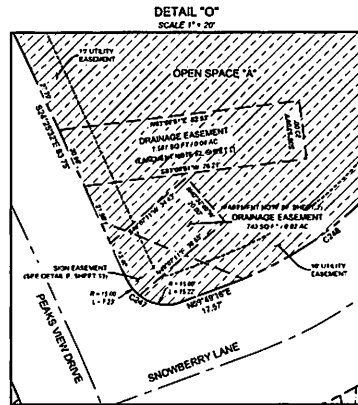
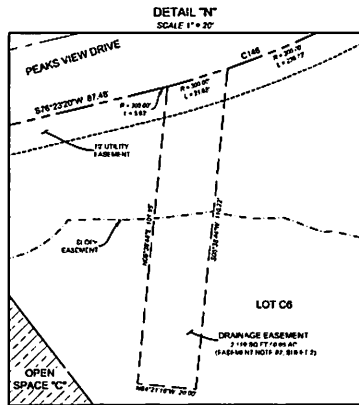
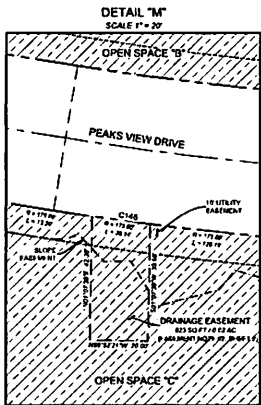
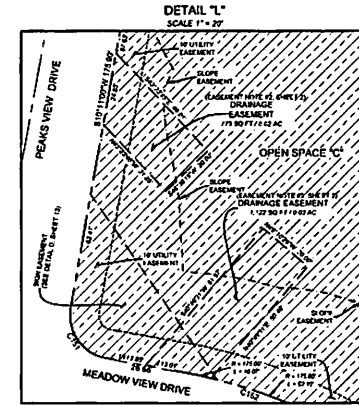
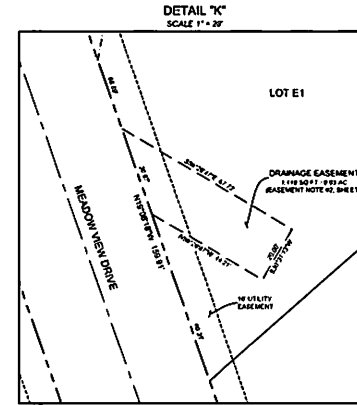
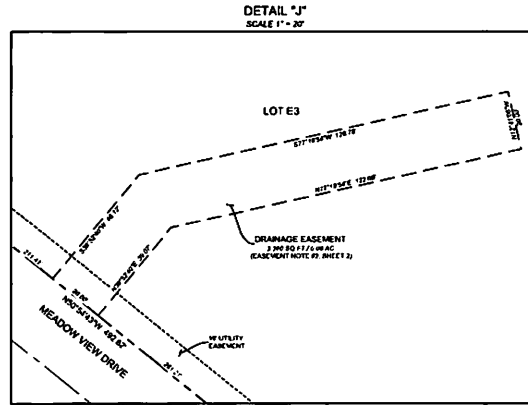
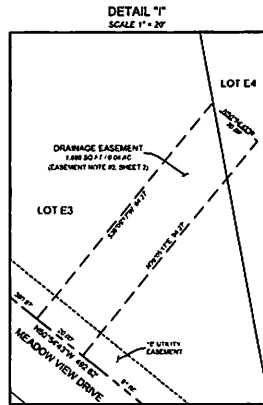
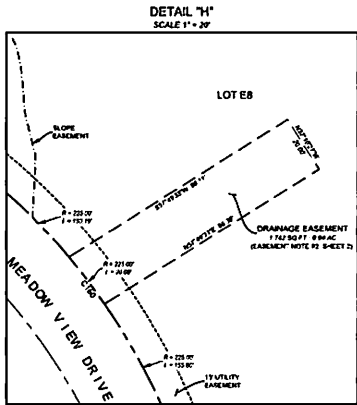
DATE 11-10-2021	SCALE 1"=40'	<p align="center">PSOMAS</p> 4179 Riverbend Road, Salt Lake City, UT 84123 (801) 270-5777 (801) 270-5782 (FAX)	RECORDED #	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:
			SHEET 12 OF 19	PROJECT NUMBER 8SPG020100

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH



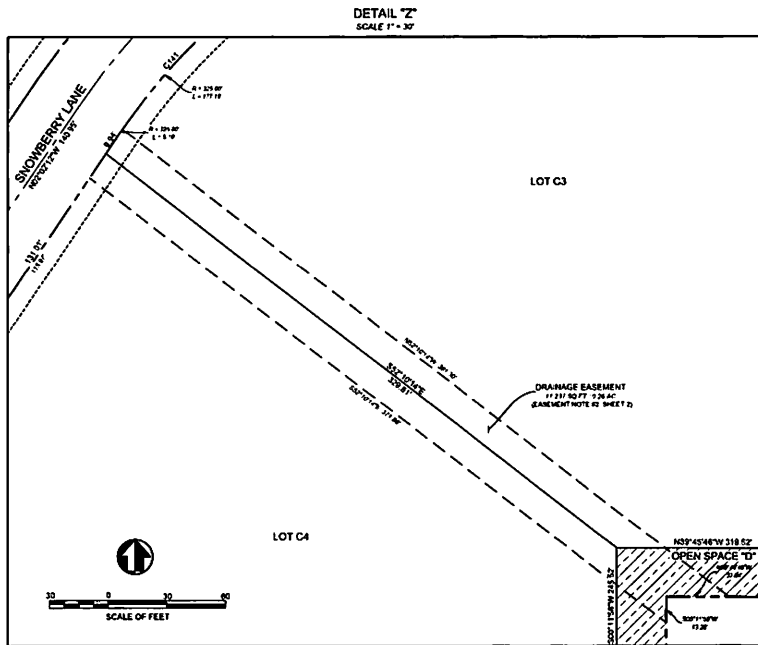
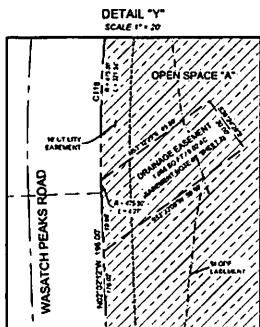
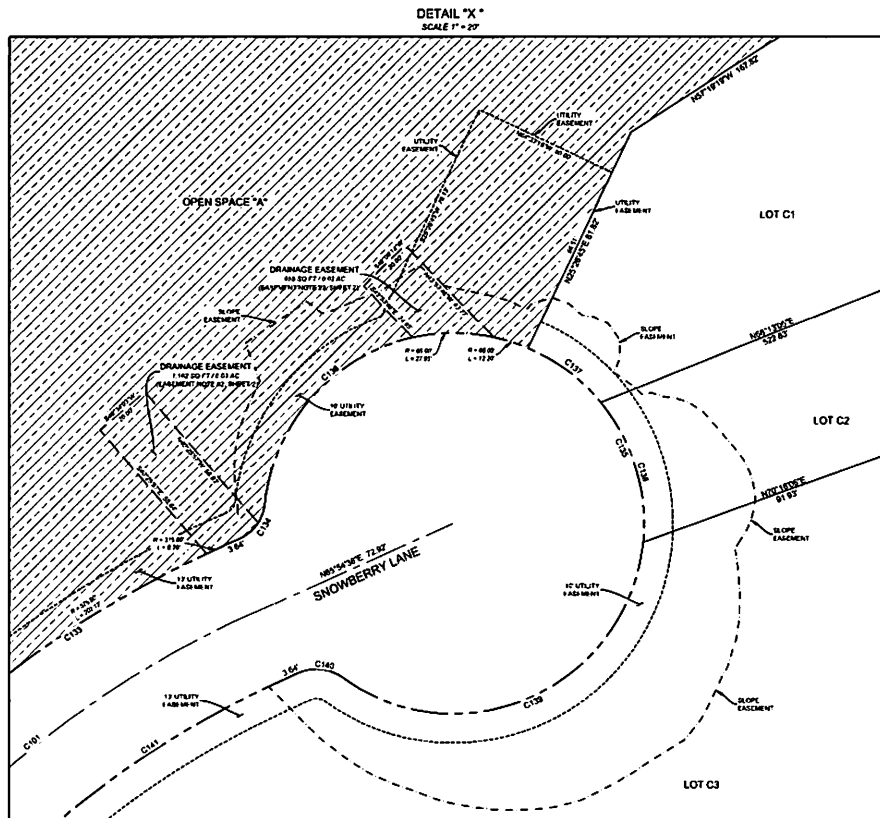
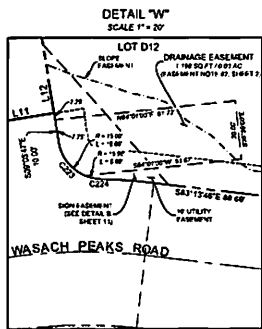
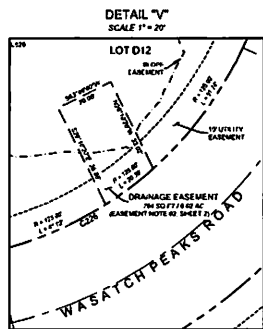
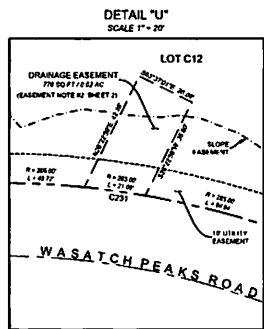
DATE:	11-10-2021	DRAWN:	SRV	RECORDED #	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:
PLAT NAME:		CHECKED:	SRV	DATE:	TIME:
SCALE:	1"=40'	FILED:	CEA	BOOK:	PAGE:
SHEET:	13 OF 19	<p align="center">PSOMAS</p> 4179 Riverbark Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-3782 (FAX)		MORGAN COUNTY RECORDER	

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH



SHEET 14 OF 19	DATE 11-10-2021	DRAWN SRV	RECORDED #
	SCALE 1"=20'		STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF
PROJECT NUMBER 8SPG020100	PSOMAS 4179 Rherbood Road, Suite 200 Salt Lake City, Utah 84121 (801) 270-3777 (801) 270-5782 (FAX)	DATE	TIME
		BOOK	PAGE
		CEA	MORGAN COUNTY RECORDER

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH



DATE: 11-10-2021	BLDG#	RECORDED #
PLP BND:	SRV	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:
SCALE: VARIES	SRV	DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
SHEET: 15 OF 19	CEA	\$ _____
PROJECT NUMBER: 8SPG020100		FILE _____

PSOMAS

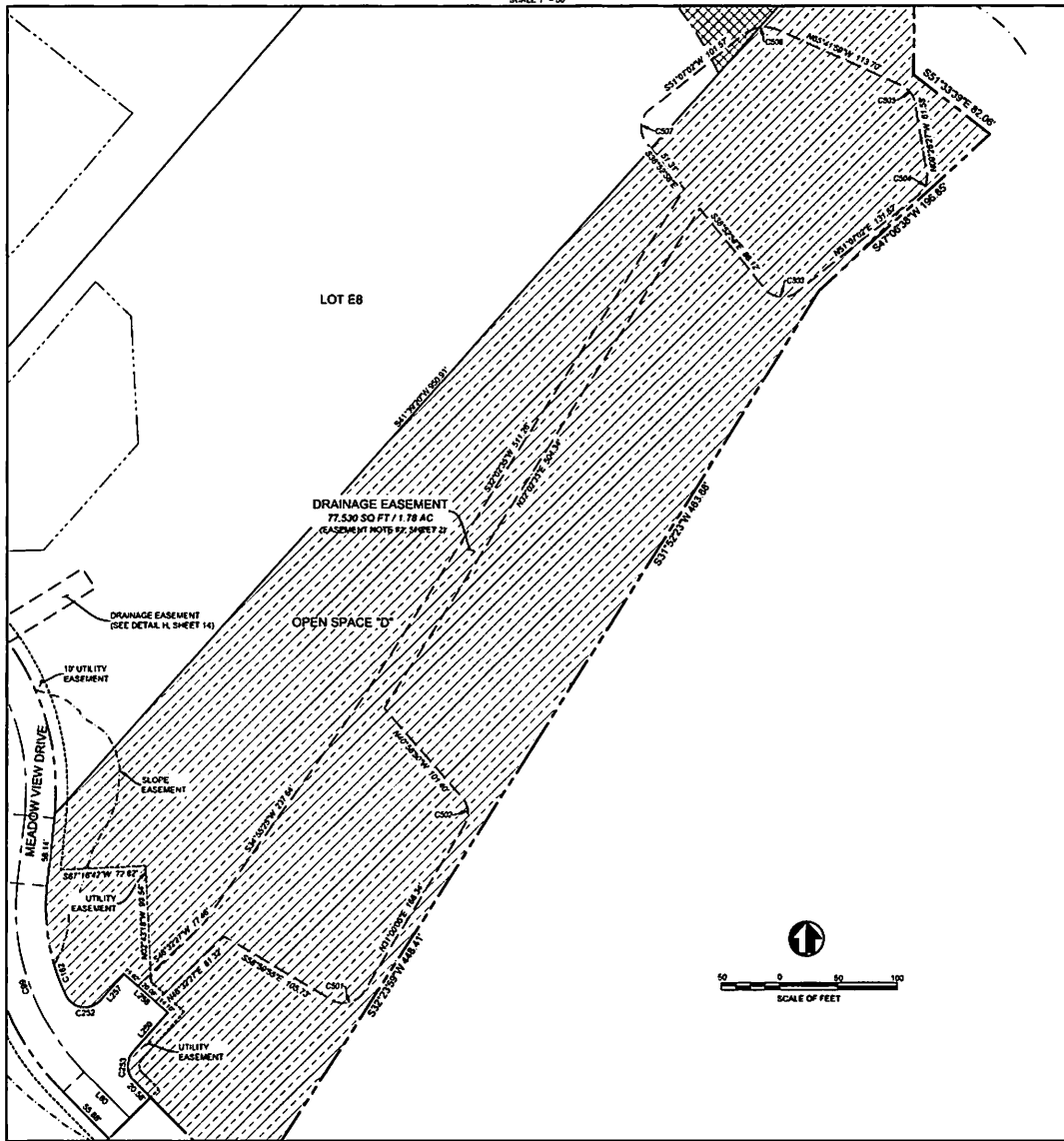
479 Riverbend Road, Suite 200
 Salt Lake City, Utah 84113
 (801) 270-3777 (801) 270-5782 (FAX)

FINAL PLAT

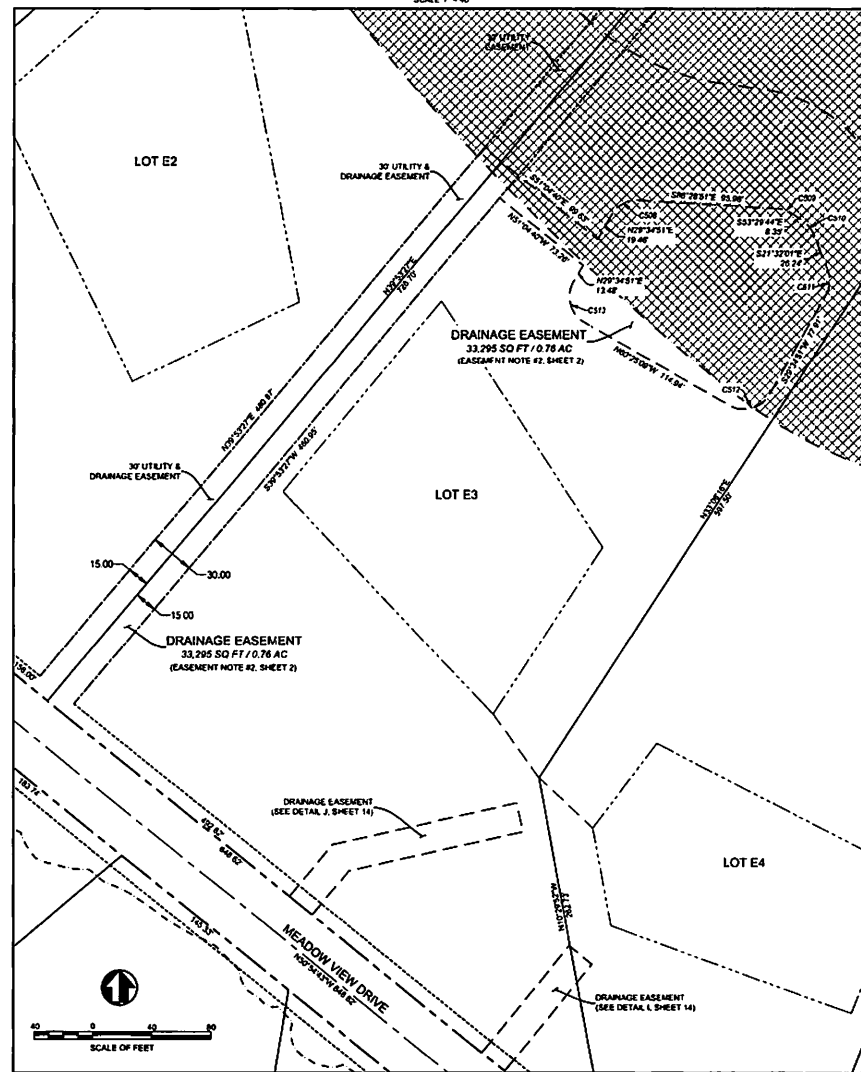
WASATCH PEAKS RANCH PLAT 1

LOCATED IN SECTIONS 1, 2, 11 AND 12
TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

DETAIL "AA"
SCALE 1" = 50'



DETAIL "BB"
SCALE 1" = 40'



DATE: 11-10-2021

SCALE: VARIES

SHEET: 15 OF 19
PROJECT NUMBER: BSG020100

PSOMAS

4179 Riverbank Road, Suite 200
Salt Lake City, Utah 84112
(801) 270-5777 (801) 270-5782 (FAX)

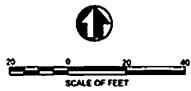
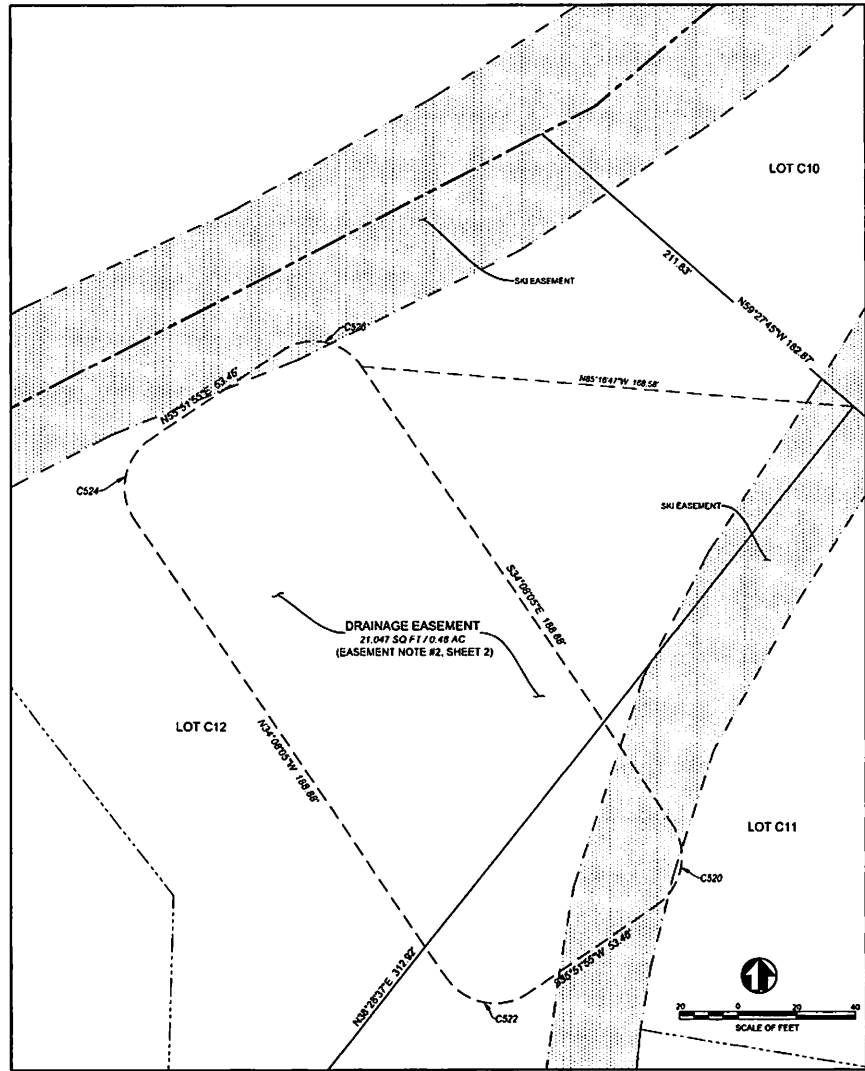
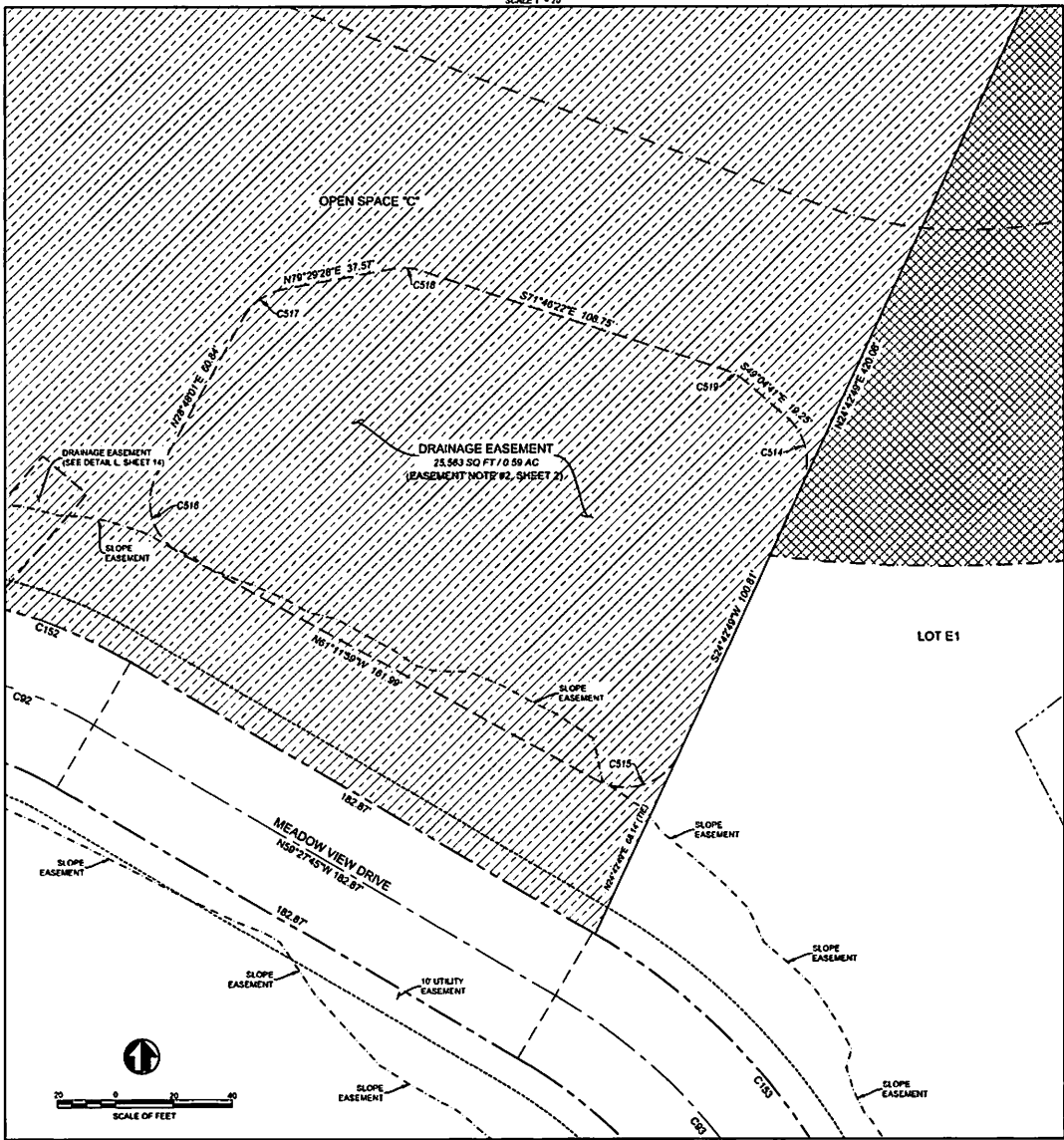
DRAWN: SRV
CHECKED: SRV
DESIGNED: CEA

RECORDED # _____
STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE: _____
MORGAN COUNTY RECORDER

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH

DETAIL "CC"
 SCALE 1" = 20'

DETAIL "DD"
 SCALE 1" = 20'



DATE: 11-10-2021	<p align="center">PSOMAS</p> 4179 Riverbent Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)	SKINNED	RECORDED #
FILED BY: VARIES		SRV	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF:
PROJECT NUMBER: 6SPG020100		SRV	DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
		SRV	
		OPENED	
		CEA	
			FILE: _____ MORGAN COUNTY RECORDER

SHEET 17 OF 19

FINAL PLAT
WASATCH PEAKS RANCH PLAT 1
 LOCATED IN SECTIONS 1, 2, 11 AND 12
 TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MORGAN COUNTY, UTAH

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CH DIST.
C1	113.24	275.00	22°25'35"	S82°11'42"W	132.84
C2	78.91	135.00	35°11'00"	S83°21'37"W	75.70
C3	43.64	175.00	14°44'30"	N33°02'49"E	44.82
C4	20.26	150.00	7°24'15"	N21°14'09"E	18.76
C5	162.92	825.00	1°00'12"	N05°54'26"W	152.05
C6	186.35	125.00	90°00'00"	N47°53'00"W	176.78
C7	35.27	25.00	90°00'00"	S42°06'17"W	35.26
C8	74.78	150.00	28°24'30"	N52°04'29"E	74.02
C9	20.75	16.00	78°16'48"	N37°23'33"E	19.14
C10	46.08	275.00	8°20'48"	N04°52'22"W	45.02
C11	49.25	325.00	8°14'00"	N03°02'29"W	49.21
C12	26.48	520.00	2°31'14"	N10°52'30"W	26.42
C13	39.29	225.00	9°38'48"	N07°19'19"W	39.21
C14	20.74	275.00	4°16'14"	N04°29'03"W	20.73
C15	65.21	175.00	31°02'00"	N57°39'16"W	65.13
C16	55.52	225.00	8°47'48"	S31°04'17"E	55.45
C17	220.77	275.00	41°04'48"	S47°11'56"E	196.34
C18	150.97	225.00	38°20'30"	S48°53'34"E	145.12
C19	155.98	275.00	32°24'42"	S45°52'36"E	150.50
C20	81.38	325.00	20°15'35"	S31°46'04"E	80.58
C21	62.83	40.00	90°00'00"	S82°03'20"E	56.37
C22	116.08	225.00	16°12'00"	S31°43'07"E	115.38
C23	188.02	275.00	12°25'14"	N18°27'31"E	186.37
C24	60.72	325.00	3°07'54"	N04°10'31"E	59.67
C25	362.68	275.00	79°24'34"	N41°06'12"E	352.85
C26	288.00	225.00	72°12'32"	N31°10'28"E	268.80
C27	248.48	480.00	38°20'14"	N37°09'49"E	243.89
C28	142.65	285.00	28°20'41"	N33°02'32"E	141.17
C29	168.47	140.00	47°30'20"	S31°46'04"E	163.82
C30	25.74	225.00	0°23'18"	N03°24'39"E	25.72
C31	112.94	425.00	15°13'32"	N01°50'03"E	112.81
C32	129.76	475.00	14°36'00"	N01°34'48"E	129.64
C33	360.17	525.00	30°11'00"	N17°34'48"E	353.09
C34	170.67	275.00	33°37'14"	N45°04'29"E	168.23
C35	57.33	225.00	14°25'34"	N23°04'06"E	57.17
C36	258.93	275.00	14°37'15"	N17°08'13"E	252.40
C37	309.98	275.00	64°35'02"	N18°12'45"E	293.83
C38	95.77	325.00	10°50'00"	N09°58'47"E	95.42
C39	28.80	20.00	87°30'17"	N21°08'08"E	26.38
C40	18.78	175.00	0°20'36"	N01°38'59"W	18.76
C41	10.01	175.00	5°18'33"	S23°12'55"E	10.00
C42	64.88	50.00	14°02'30"	S58°30'28"E	64.87
C43	280.08	325.00	49°22'33"	N10°59'55"E	271.49
C44	448.03	300.00	85°11'00"	N08°15'11"W	426.67
C45	281.87	200.00	48°02'00"	S18°12'45"W	267.12
C46	389.38	300.00	74°25'13"	S21°08'13"W	362.82
C47	63.70	250.00	11°32'54"	S03°30'06"W	63.53
C48	155.43	250.00	32°37'18"	S20°04'26"W	152.84
C49	341.98	500.00	30°17'58"	S01°38'26"W	336.27
C50	127.12	500.00	11°36'01"	S00°14'48"W	126.78
C51	108.29	400.00	15°12'32"	S01°44'00"W	108.98
C52	181.73	200.00	41°00'14"	S18°07'48"W	177.49
C53	70.72	280.00	85°11'00"	N03°10'53"W	70.78
C54	108.33	200.00	38°46'38"	S37°03'27"E	103.43
C55	320.99	200.00	72°12'32"	S04°19'12"W	296.67
C56	341.87	250.00	10°12'54"	S01°02'22"W	330.59
C57	98.29	200.00	12°54'34"	S47°29'17"W	98.22

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CH DIST.
C58	153.67	250.00	33°12'35"	S36°30'31"W	151.25
C59	129.65	250.00	29°42'00"	S31°43'00"W	128.20
C60	63.08	200.00	18°37'18"	S24°32'54"W	63.20
C61	91.77	150.00	28°02'22"	S23°05'54"W	90.08
C62	163.67	400.00	3°11'04"	S04°06'34"W	161.80
C63	160.18	150.00	61°10'42"	N07°15'08"W	162.88
C64	155.82	300.00	17°00'02"	N47°14'45"W	152.45
C65	331.26	175.00	184°08'53"	S01°48'08"W	348.64
C66	120.34	100.00	49°14'17"	S24°29'29"W	128.37
C67	114.15	200.00	32°42'05"	S45°29'36"W	112.61
C68	132.88	200.00	59°16'43"	S09°25'25"W	135.58
C69	108.31	200.00	47°13'37"	N04°17'23"W	101.68
C70	122.32	300.00	22°21'25"	S07°00'08"W	121.49
C71	113.13	250.00	25°58'38"	S37°14'30"W	112.18
C72	135.78	175.00	51°11'48"	S50°29'41"W	131.19
C73	53.78	150.00	20°22'30"	S08°35'58"W	52.98
C74	91.22	175.00	29°51'54"	S41°30'17"W	90.18
C75	158.61	250.00	44°30'00"	S23°11'08"E	158.34
C76	354.15	250.00	88°02'11"	S41°57'06"E	347.48
C77	628.82	250.00	138°45'18"	S47°49'22"E	688.48
C78	114.81	250.00	16°18'42"	N35°27'23"E	113.80
C79	379.44	250.00	88°17'43"	S07°54'24"E	388.98
C80	20.38	275.00	0°11'44"	S22°18'08"E	20.36
C81	463.47	275.00	66°24'58"	S28°08'10"W	410.59
C82	241.71	1000.00	17°00'58"	S03°18'48"W	241.12
C83	187.58	225.00	8°01'43"	N01°44'52"W	187.42
C84	338.70	250.00	89°00'11"	S34°43'11"W	333.11
C85	162.27	300.00	30°36'32"	S05°04'16"E	158.37
C86	91.77	300.00	17°31'05"	S11°46'04"E	90.87
C87	308.08	250.00	83°33'58"	S39°02'31"W	304.24
C88	27.88	100.00	87°21'26"	S74°48'17"W	21.88
C89	40.41	150.00	26°34'00"	S08°11'44"W	40.76
C90	235.67	150.00	80°00'00"	S47°53'05"E	212.17
C91	151.81	800.00	14°28'03"	S18°07'48"E	151.11
C92	53.24	150.00	22°21'15"	N09°38'22"W	53.01
C93	140.37	200.00	42°31'27"	N28°17'01"W	137.86
C94	133.78	250.00	31°48'25"	N32°02'51"W	131.01
C95	170.65	400.00	24°28'19"	N03°08'54"W	169.52
C96	184.24	250.00	47°41'00"	N54°10'32"W	181.98
C97	164.82	250.00	47°13'00"	N51°18'33"W	160.20
C98	280.82	200.00	85°58'11"	N08°47'27"W	273.80
C99	176.47	50.00	50°23'18"	N11°17'15"E	170.80
C100	94.38	300.00	38°02'40"	N31°47'08"E	92.82
C101	186.29	150.00	32°08'02"	N49°30'27"E	183.72
C102	408.28	275.00	85°11'00"	N02°34'17"W	372.23
C103	475.62	225.00	64°35'02"	S18°12'45"W	440.42
C104	421.83	325.00	74°21'15"	S21°08'13"W	392.83
C105	76.07	275.00	14°20'34"	S03°30'06"W	76.08
C106	139.88	275.00	35°37'18"	S20°04'26"W	137.64
C107	328.81	475.00	30°17'58"	S01°38'26"W	318.48
C108	133.48	525.00	14°34'01"	S01°44'00"W	133.79
C109	99.85	375.00	11°13'32"	S04°06'34"W	99.38
C110	543.08	275.00	113°28'18"	N03°10'53"W	428.36
C111	310.32	375.00	32°08'02"	N49°30'27"E	297.57
C112	15.71	15.00	80°00'00"	N03°04'26"E	15.00
C113	340.34	65.00	300°00'00"	N01°02'22"W	65.00
C114	121.53	65.00	157°07'29"	S08°29'06"W	104.58

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CH DIST.
C117	31.24	65.00	27°13'50"	N53°11'08"W	30.84
C118	61.19	65.00	43°07'34"	N18°52'11"W	60.88
C119	136.38	65.00	120°17'02"	N68°40'27"E	112.71
C120	15.11	15.00	80°00'00"	S04°50'22"E	15.00
C121	182.27	325.00	32°08'02"	N49°30'27"E	178.88
C122	88.16	175.00	28°51'52"	N48°12'31"E	87.22
C123	21.87	175.00	7°10'40"	N08°13'51"E	21.82
C124	21.65	15.00	87°42'17"	N28°18'29"E	19.82
C125	203.17	300.00	38°17'29"	N03°30'23"E	197.27
C126	284.39	300.00	30°28'42"	N05°10'08"E	258.64
C127	347.79	125.00	12°50'58"	N43°16'44"E	347.15
C128	161.63	125.00	8°01'45"	S05°14'52"E	161.38
C129	349.83	225.00	87°05'01"	N04°43'12"E	315.64
C130	23.86	15.00	80°00'00"	N04°49'00"W	23.21
C131	62.17	175.00	20°31'15"	N09°38'22"W	61.84
C132	158.42	225.00	40°12'12"	N07°17'01"W	157.23
C133	158.42	225.00	40°12'12"	N07°17'01"W	157.23
C134	124.91	225.00	31°48'25"	N03°00'03"W	123.31
C135	135.88	375.00	20°54'42"	N01°17'34"W	135.14
C136	24.78	375.00	34°27'31"	N73°21'43"W	24.28
C137	204.67	275.00	42°41'07"	N52°32'22"W	203.18
C138	144.22	175.00	47°13'07"	N58°18'33"W	140.17
C139	7.83	225.00	87°05'01"	N04°43'12"E	7.82
C140	326.08	225.00	83°00'00"	N08°24'12"W	298.28
C141	30.50	225.00	0°33'30"	N01°00'06"E	30.50
C142	95.98	225.00	11°23'28"	N02°43'23"W	94.78
C143	188.58	225.00	18°14'22"	N01°44'52"W	182.18
C144	192.31	175.00	43°18'48"	N25°29'44"W	187.78
C145	70.12	175.00	22°37'26"	N48°28'14"W	69.63
C146	135.42	225.00	47°13'07"	S38°18'22"E	130.22
C147	167.62	225.00	42°41'07"	S34°23'23"E	163.77
C148	33.88	425.00	4°34'01"	N73°08'01"W	33.87
C149	141.63	425.00	18°54'11"	N03°15'26"W	140.91
C150	158.08	275.00	31°48'25"	S35°00'31"E	150.71
C151	123.26	175.00	40°12'12"	S31°17'01"E	120.73
C152	44.41	15.00	20°21'15"	S09°38'22"W	44.17
C153	23.86	15.00	80°00'00"	N05°11'00"E	23.21
C154	146.91	275.00	30°36'32"	N05°07'18"W	145.17
C155	98.27	325.00	17°31'05"	N11°46'04"E	98.98
C156	280.45	275.00	80°18'22"	N27°14'33"E	278.27
C157	60.88	175.00	18°12'48"	S49°30'06"E	60.30
C158	65.00	175.00	27°49'48"	S48°27'18"E	64.14
C159	65.00	175.00	27°49'48"	S48°27'18"E	64.14
C160	44.27	175.00	14°28'48"	S10°58'14"E	44.12
C161	94.27	575.00	0°34'38"	S02°27'09"E	94.17
C162	85.00	575.00	0°34'38"	S02°27'09"E	84.82
C163	45.18	575.00	0°30'00"	S14°33'23"E	45.13
C164	21.62	15.00	11°31'15"	S37°04'34"E	19.72
C165	329.47	225.00	83°33'58"	N39°02'31"E	300.82
C166	84.08	275.00	17°13'09"	N01°40'00"W	83.74
C167	173.82	325.00	30°36'32"	N05°07'18"W	171.57
C168	427.57	275.00	80°00'00"	N04°43'12"E	385.79
C169	135.85	675.00			



Memorandum

To: Lance Evans, Planning and Development Services Director
Morgan County

From: Mark T. Miller, P.E.
Wasatch Civil Consulting Engineering

Date: December 2, 2021

Subject: **Wasatch Peaks Ranch Plat 1 – Final Plat**

We have reviewed the Final Plat for the subject project and have the following recommendations:

1. The term “PUE” and words “Public Utility” should be removed from the Owner’s Dedication. The next sentence also includes a reference to “public”. Inasmuch as no public use or ownership is anticipated, all references in the dedication should be private, not public. Any common areas in a private subdivision need dedication to an HOA. HOA documents are generally submitted and approved by the County to make sure the HOA is properly established in accordance with State Code. The County usually reviews and approves the CC&R’s accompanying private developments at final plat stage.
2. The hatched area on page one needs a legend to explain what it is. We recommend the subdivision boundary be more boldly indicated (line type and thickness).
3. Please add a note to the second sheet that indicates that all Preliminary Conditions of approval by Morgan County have been incorporated into the final design.
4. The sewer and slope easements don’t seem to be geometrically defined, leaving no way to survey their actual locations. We recommend definition to prevent future issues with private lot owners.
5. The note “Trail width varies” is not acceptable. “width varies between 6’ and 20’, or something to that affect would be adequate.
6. The “Temporary Construction Access Road” should be mentioned in the dedication, along with notes or plans discussing removal timeline, reconstruction to match native grades (if that’s the plan) and revegetation. The revegetation is something the County will want to have defined and approved. The timeline will help them track the progress and establish improvement guarantees.
7. We did not see that the requirements of Note 3 in our September 24, 2021 memo have been complied with for this final design.

It is possible that some of these items are shown on the plans, but we had to review from the computer because no hard copies were provided. If you have any questions, please call.

Attachment D: Application

Final Plat Application

Planning and Development Services
 48 West Young Street, Morgan, UT 84050
 (801) 845-4015 Fax (801) 845-6087
www.morgancountyutah.gov



Notice: The applicant must submit copies of the final plat plans to be reviewed by the County in accordance with the terms of the Morgan County Municipal Code. Once a set of final plat plans are submitted, the plans are subject to compliance reviews by the various county departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the County Code and all other applicable county ordinances. All submitted Final plat proposals shall be reviewed in accordance with §8-12 of the Morgan County Code. Submission of Final plat plans in no way guarantees placement of the application on any particular agenda of any county reviewing body. It is **strongly** advised that all final subdivision plans be submitted well in advance of any anticipated deadlines.

Project Information					
Date of Submission: 11-10-21		Zone: RSD		Parcel #(s): C1 - C20, D10 - D12, E1 - E18 (50' wide)	
Project Name: Wasatch Peaks Ranch				Acres: 483.32	
Project Address: 4312 N. Morgan Valley Drive, Peterson, UT 84050					
Project Description: Master planned community within a Resort Special District zone					
Property Owner(s):			Applicant(s):		
Address: 136 E. South Temple, Suite 2425			Address: 136 E. South Temple, Suite 2425		
City: Salt Lake City	State: UT	Zip: 84111	City: Salt Lake City	State: UT	Zip: 84111
Phone: 720/495-3889			Phone: 720/495-3889		
Contact Person: Ed Schultz			Address: 136 E. South Temple, Suite 2425		
Phone: 720/495-3889			City: Salt Lake City	State: UT	Zip: 84111
Cellular: 720/495-3889	Fax:		Email: eschultz@wrdevco.com		

*The application you are submitting may become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann. § 63-2-302.5*, please inform the County employee accepting this information. Morgan County does not currently share your private, controlled or protected information with any other person or government entity.

Final Plat Fees

Number of Lots: 50

<u>\$800</u>	Final Plat with infrastructure improvements review fee.....	\$300.00 plus \$10.00 per lot
<u>\$750</u>	Development Agreement review fee (if applicable).....	\$750.00
<u> </u>	Engineering review fees.....	\$ Actual Cost
<u> </u>	Surveying review fees.....	\$ Actual Cost
<u> </u>	Outside Consultants or Outsourced Staff Fee	\$ Actual Cost
<u>\$60</u>	Noticing Fee.....	\$60.00

RESOLUTION #CR-21-15

A RESOLUTION ADOPTING THE 2022 FISCAL YEAR COUNTY BUDGET

WHEREAS, The Morgan County Council, in a regular meeting, lawful notice of which had been given, finds that a public hearing was held December 7, 2021 according to state statute for adoption of the budget for fiscal year 2022.

THEREFORE, The Morgan County Council hereby adopts the following resolution:

BE IT RESOLVED, that the 2022 Morgan County General Fund budget in the amount of \$8,183,608 and the total Morgan County Budget of \$10,412,838 the original of which is on file in the office of the Morgan County Auditor and a copy of which is attached to this resolution, is hereby adopted for the Morgan County fiscal year 2022 beginning January 1, 2022 and ending December 31, 2022.

Summaries of Revenue and Expenditures by Fund

Fund Number and Name	Fund Total
10 - General Fund	\$8,183,608
20 - Class B Road Fund	\$602,000
21 - Flood	\$24,185
25 - Health	\$185,280
26 - Mineral Lease	\$500
27 - Library	\$258,635
28 - Impact Fee	\$60,000
31- Corridor Preservation Fund	\$84,000
32-Recreation Fund	\$325,000
33-Fair Capital Improvement Fund	\$0
44 - Capital Improvements	\$108,082
57 - Enterprise Fund (Garbage)	\$566,048
61 - Lease Revenue Bond (Mtn. Green Fire Station)	\$15,500
Total	\$10,412,838

PASSED AND ADOPTED by the Morgan County Council this 7th day of December, 2022.

Robert McConnell, Chairman
Morgan County Council

Council Members Voting:

	Aye	Nay
Robert McConnell	_____	_____
Mike Newton	_____	_____
Jared Andersen	_____	_____
Blaine Fackrell	_____	_____
Matthew Wilson	_____	_____

ATTEST: _____
Stacy Netz Clark
Morgan County Clerk/Auditor

APPROVED AS TO FORM

Garrett Smith
Morgan County Attorney

Report Criteria:

Accounts to include: With balances or activity
 Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
General Fund				
Taxes				
10-3110-000-000	General Prop Taxes - Current	2,650,785.00	137,652.38	2,950,785.00
10-3120-000-000	Prior Years Taxes - Delinquent	102,108.00	60,392.30	103,149.00
10-3130-000-000	General Sales and Use Taxes	1,180,566.00	1,160,449.15	1,250,793.00
10-3140-000-000	Property Tax Collection-A&C	515,261.00	100,756.52	512,341.00
10-3140-100-000	Fee In Leiu	338,251.00	285,727.00	345,995.00
10-3150-000-000	Transient Room Tax	76,000.00	39,408.88	78,610.00
10-3155-000-000	Restaurant Tax	46,583.00	47,172.47	48,881.00
10-3160-000-000	Tourism Tax	10,217.00	14,131.89	10,378.00
10-3161-000-000	1/4% Sales Tax	551,609.00	532,255.02	585,320.00
10-3162-000-000	Fuel Tax Refund	7,840.00	2,910.00	8,606.00
10-3190-000-000	Penalties & Int on Del Taxes	26,137.00	15,293.32	24,560.00
Total Taxes:		5,505,357.00	2,396,148.93	5,919,418.00
Licenses and Permits				
10-3214-000-000	Business Licenses	3,873.00	3,410.00	3,300.00
10-3214-100-000	ZONING REVIEW/CUP FEES	3,228.00	1,960.00	180.00
10-3219-000-000	Building Inspector Fees	372.00	425.67	342.00
10-3221-000-000	Building Permits	336,219.00	415,183.72	304,287.00
10-3222-000-000	Marriage License	820.00	606.50	700.00
10-3225-100-000	DOG ADOPTION FEES	.00	75.00	.00
10-3225-200-000	Impound Fees	670.00	925.00	1,000.00
10-3225-500-000	County Dog Licenses Issued	4,716.00	2,788.00	4,500.00
10-3229-000-000	Planning Admin Application Fee	4,664.00	8,590.00	4,953.00
Total Licenses and Permits:		354,562.00	433,963.89	319,262.00
Intergovernmental Revenue				
10-3320-000-000	Federal Shared Revenue (PILT)	45,168.00	11,051.84	45,000.00
10-3330-000-000	State Payments (Lost Creek)	60,000.00	35,068.00	60,000.00
10-3330-200-000	Vehicle Tax Reimb	23,276.00	20,661.54	24,000.00
10-3340-000-000	State Grants	236,555.00	450,442.03	.00
10-3340-100-000	Forest Reserve (SRS)	3,899.00	11,880.75	3,367.00
10-3340-200-000	Federal Grant (CARES Act)	.00	1,177,472.50	.00
10-3340-300-000	Court Cost Fees and Charges	17,749.00	13,336.52	17,749.00
10-3340-600-000	Reimbursement	1,142.00	7,035.19	.00
10-3340-600-100	Insurance Reimbursement	961,000.00	979,767.92	.00
10-3340-700-000	Emergency Rev	32,000.00	31,249.48	52,000.00
10-3340-800-000	Jail Reimbursement	10,433.00	11,977.53	13,000.00
10-3350-000-000	Federal Grants	.00	3,335.04	.00
10-3358-000-000	State Liquor Fund Allotment	18,433.00	.00	20,000.00
10-3380-000-000	Shared Revenue From Local Unit	241,723.00	130,801.99	230,000.00
10-3390-000-000	Morgan City RDA Contribution	.00	20,928.12	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Total Intergovernmental Revenue:		1,651,378.00	2,905,008.45	465,116.00
Charges for Services				
10-3410-000-000	Recorders Electronic Documents	7,333.00	3,250.00	9,500.00
10-3411-000-000	Court Costs, Fees & Charges	.00	.00	.00
10-3412-000-000	Recording of Legal Documents	261,601.00	222,072.01	265,000.00
10-3413-000-000	Election Fees	25,000.00	.00	27,570.00
10-3416-000-000	Auditor's Fees	983.00	576.00	400.00
10-3417-000-000	Subdivision & Rezone App Fees	16,867.00	31,440.00	29,005.00
10-3417-100-000	Engineering Fees	45,814.00	80,258.44	53,152.00
10-3418-000-000	Treasurer's Fees	112.00	.00	.00
10-3419-000-000	Filing Subdivision Plats	1,040.00	.00	.00
10-3419-100-000	Public Land Corner Prsv Fund	.00	380.00	500.00
10-3421-000-000	Sheriff Services	15,695.00	1,861.50	5,000.00
10-3422-000-000	Ambulance Fees	243,599.00	181,508.86	250,000.00
10-3423-000-000	Finger Printing	187.00	40.00	.00
10-3444-000-000	Fire Cost Recovery	40.00	.00	1,000.00
Total Charges for Services:		618,251.00	521,386.81	641,127.00
Fines and Forfeitures				
10-3510-000-000	Justice Court Fines	126,558.00	137,364.04	131,000.00
10-3513-000-000	District Court Fines	2,670.00	1,955.15	3,000.00
Total Fines and Forfeitures:		129,228.00	139,319.19	134,000.00
Miscellaneous Revenue				
10-3610-000-000	Interest Earnings	10,095.00	.00	7,000.00
10-3620-000-000	Rents & Concessions Courthouse	1,040.00	1,300.00	1,200.00
10-3625-000-000	Rents & Concessions Fairground	.00	3,000.00	4,000.00
10-3635-000-000	Morgan County Fair	125,000.00	118,519.53	125,000.00
10-3643-000-000	Search & Rescue Rental	1,108.00	1,050.00	1,000.00
10-3644-000-000	Rifle Range	7,492.00	15,638.58	15,000.00
10-3645-000-000	Kent Smith Park	1,199.00	.00	1,000.00
10-3647-000-000	Enterprise Park	45.00	.00	100.00
10-3648-000-000	Milton Park	268.00	.00	200.00
10-3649-000-000	Croydon Park	1,481.00	.00	1,500.00
10-3650-000-000	Cell Tower Lease	3,602.00	.00	3,602.00
10-3690-000-000	Sundry Revenue	16,875.00	99,166.64	100,000.00
Total Miscellaneous Revenue:		168,205.00	238,674.75	259,602.00
Other Enterprise & Utility Rev				
10-3780-000-000	Lease on Airport Space	63,693.00	41,470.36	70,000.00
10-3781-000-000	Airport - Sundry Revenues	2,191.00	2,015.00	1,000.00
Total Other Enterprise & Utility Rev:		65,884.00	43,485.36	71,000.00
Contributions & Transfers				
10-3810-000-000	Prior Year Surplus/Gen Fund	161,965.00	.00	374,083.00
10-3840-000-000	Transfers From Other Funds	120,000.00	.00	.00
Total Contributions & Transfers:		281,965.00	.00	374,083.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
County Council				
10-4111-110-000	Permanent Employees	129,600.00	116,492.63	136,080.00
10-4111-130-000	Employee Benefits	9,915.00	9,447.15	13,586.00
10-4111-220-000	Public Notices	1,000.00	133.00	1,000.00
10-4111-230-000	Travel & Training	8,000.00	2,929.40	8,000.00
10-4111-240-000	Office Supplies & Expenses	2,500.00	3,077.06	2,500.00
10-4111-250-000	Equipment Supplies & Maint	1,000.00	.00	1,000.00
Total County Council:		152,015.00	132,079.24	162,166.00
Justice Of The Peace				
10-4122-110-000	Permanent Employees	28,332.00	25,062.64	29,749.00
10-4122-130-000	Employee Benefits	6,845.00	6,550.09	2,276.00
10-4122-230-000	Travel	2,500.00	.00	2,500.00
10-4122-240-000	Office Supplies & Expenses	1,275.00	170.79	1,275.00
10-4122-250-000	Equipment Supplies & Maint	300.00	76.00	300.00
10-4122-310-000	Professional & Technical	15,000.00	12,500.00	15,000.00
10-4122-340-000	Serv Not Otherwise Classified	1,600.00	179.60	1,600.00
Total Justice Of The Peace:		55,852.00	44,539.12	52,700.00
Attorney For Indigent				
10-4129-310-000	Professional & Technical	18,000.00	16,500.00	24,000.00
10-4129-320-000	Indigent Capital Defense	6,621.00	6,621.00	6,695.00
10-4129-330-000	Conflict Council	.00	500.00	.00
10-4129-340-000	Indigent Appellate Attorney	25,000.00	.00	20,000.00
Total Attorney For Indigent:		49,621.00	23,621.00	50,695.00
Microfilming				
10-4137-250-000	Equipment Supplies & Maint	2,900.00	645.00	3,900.00
Total Microfilming:		2,900.00	645.00	3,900.00
Human Services				
10-4138-220-000	Public Notices	100.00	.00	.00
10-4138-240-000	Office Supplies & Expenses	200.00	829.36	.00
10-4138-310-000	Professional & Technical	11,100.00	6,597.29	.00
10-4138-740-000	Equipment	250.00	.00	.00
Total Human Services:		11,650.00	7,426.65	.00
Clerk/Auditor				
10-4141-110-000	Permanent Employees	131,953.00	118,699.01	169,368.00
10-4141-130-000	Employee Benefits	67,363.00	60,092.91	88,439.00
10-4141-210-000	Books, Subscriptions & Members	200.00	.00	200.00
10-4141-220-000	Public Notices	500.00	.00	500.00
10-4141-230-000	Travel & Training	1,000.00	579.76	1,000.00
10-4141-240-000	Office Supplies & Expenses	1,500.00	1,203.42	1,500.00
10-4141-310-000	Professional & Technical	1,500.00	.00	1,500.00
10-4141-340-000	Serv Not Otherwise Classified	3,250.00	3,174.75	3,250.00
10-4141-530-000	Business Licenses	500.00	841.81	500.00
Total Clerk/Auditor:		207,766.00	184,591.66	266,257.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Treasurer				
10-4143-110-000	Permanent Employees	96,853.00	80,899.59	152,594.00
10-4143-130-000	Employee Benefits	44,101.00	41,395.94	101,590.00
10-4143-210-000	Books, Subscriptions & Members	100.00	.00	100.00
10-4143-220-000	Public Notices	500.00	.00	500.00
10-4143-230-000	Travel & Training	3,000.00	605.20	3,000.00
10-4143-240-000	Office Supplies & Expenses	300.00	203.83	300.00
10-4143-250-000	Equipment Supplies & Maint	3,500.00	1,642.56	3,500.00
10-4143-310-000	Professional & Technical	300.00	8.70	300.00
10-4143-480-000	Special Dept Supplies	3,000.00	4,382.67	3,000.00
10-4143-740-000	Equipment	1,500.00	129.73	1,500.00
Total Treasurer:		153,154.00	129,268.22	266,384.00
Recorder				
10-4144-110-000	Permanent Employees	189,750.00	134,798.99	235,652.00
10-4144-130-000	Employee Benefits	90,501.00	54,548.99	102,313.00
10-4144-210-000	Books, Subscriptions & Members	435.00	119.00	435.00
10-4144-230-000	Travel & Training	3,500.00	2,340.00	3,500.00
10-4144-240-000	Office Supplies & Expenses	2,000.00	1,645.49	2,000.00
10-4144-250-000	Equipment Supplies & Maint	5,540.00	3,057.94	5,606.00
10-4144-480-000	Special Dept Supplies	5,800.00	.00	5,800.00
Total Recorder:		297,526.00	196,510.41	355,306.00
Attorney				
10-4145-110-000	Permanent Employees	144,985.00	123,934.27	161,248.00
10-4145-130-000	Employee Benefits	55,927.00	39,293.19	68,059.00
10-4145-200-000	Litigation	.00	299.00	.00
10-4145-210-000	Books, Subscriptions & Members	3,500.00	1,508.96	3,500.00
10-4145-230-000	Travel & Training	4,000.00	2,246.17	4,000.00
10-4145-240-000	Office Supplies & Expenses	900.00	695.18	900.00
10-4145-250-000	Equipment Supplies & Maint	1,700.00	1,347.27	1,000.00
10-4145-280-000	Telephone	1,200.00	400.00	.00
10-4145-370-000	Temp Legal	18,000.00	21,122.50	20,000.00
Total Attorney:		230,212.00	190,846.54	258,707.00
Assessor				
10-4146-110-000	Permanent Employees	241,357.00	246,297.89	210,593.00
10-4146-120-000	Temporary Employees	.00	.00	.00
10-4146-130-000	Employee Benefits	156,286.00	114,834.06	65,826.00
10-4146-230-000	Travel & Training	2,500.00	2,545.67	2,500.00
10-4146-240-000	Office Supplies & Expenses	1,345.00	1,400.23	1,345.00
10-4146-250-000	Equipment Supplies & Maint	2,200.00	393.96	2,200.00
10-4146-310-000	Professional & Technical	7,050.00	3,959.99	7,050.00
Total Assessor:		410,738.00	369,431.80	289,514.00
Surveyor				
10-4147-310-000	Professional & Technical	14,036.00	9,339.46	7,500.00
Total Surveyor:		14,036.00	9,339.46	7,500.00
Human Resources				
10-4148-110-000	Permanent Employees	17,212.00	.00	70,000.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
10-4148-120-000	Temporary Employees	.00	.00	45,247.00
10-4148-130-000	Employee Benefits	4,587.00	.00	.00
10-4148-140-000	Payroll - Other Benefits	.00	902.00	.00
10-4148-210-000	Books, Subscriptions & Members	400.00	200.00	400.00
10-4148-220-000	Public Notice	.00	361.25	.00
10-4148-230-000	Travel & Training	600.00	222.98	600.00
10-4148-240-000	Office Supplies and Expenses	150.00	580.16	.00
10-4148-250-000	Equipment Supplies & Maint	.00	.00	150.00
10-4148-310-000	Professional & Technical	.00	15,000.00	.00
10-4148-320-000	Employee Appreciation	.00	42.45	.00
Total Human Resources:		22,949.00	17,308.84	116,397.00
IT Department				
10-4149-110-000	Permanent Employees	134,847.00	120,092.68	143,675.00
10-4149-130-000	Employee Benefits	85,788.00	69,924.35	87,110.00
10-4149-240-000	Office Supplies & Expenses	14,400.00	13,925.38	16,800.00
10-4149-280-000	Telephone	1,000.00	.00	1,000.00
10-4149-310-000	Professional & Technical	130,950.00	139,105.34	136,508.00
10-4149-740-000	Equipment	7,200.00	8,438.65	11,200.00
Total IT Department:		374,185.00	351,486.40	396,293.00
Non-Departmental				
10-4150-210-000	Books, Subscriptions & Members	30,000.00	60,269.17	30,000.00
10-4150-240-000	Office Supplies & Expenses	2,500.00	1,813.75	2,500.00
10-4150-250-000	Equipment Supplies & Maint	2,500.00	1,541.78	2,500.00
10-4150-280-000	Telephone	14,000.00	14,125.83	14,000.00
10-4150-310-000	Professional & Technical	50,000.00	102,177.31	100,000.00
10-4150-340-000	Serv Not Otherwise Classified	201,029.00	12,606.95	25,000.00
10-4150-510-000	Insurance	120,000.00	124,872.60	130,000.00
10-4150-520-000	Wage & Benefit Adjustments	8,378.00	817.01	.00
10-4150-530-000	Insurance Claim Expenses	961,000.00	1,021,318.57	.00
10-4150-670-000	County - CAREs	.00	100,000.00	.00
10-4150-680-000	School - CAREs	.00	.00	.00
Total Non-Departmental:		1,389,407.00	1,439,542.97	304,000.00
Courthouse Bldg & Grounds				
10-4161-110-000	Permanent Employees	89,604.00	86,127.23	104,280.00
10-4161-130-000	Employee Benefits	58,956.00	49,737.94	64,959.00
10-4161-250-000	Equipment Supplies & Maint	.00	.00	47,000.00
10-4161-260-000	Bldg & Grounds/Supp & Maint	47,000.00	50,031.12	.00
10-4161-270-000	Utilities	50,000.00	38,959.96	50,000.00
Total Courthouse Bldg & Grounds:		245,560.00	224,856.25	266,239.00
Elections				
10-4170-240-000	Office Supplies & Expenses	.00	5,993.57	.00
10-4170-480-000	Special Dept Supplies	49,634.00	38,346.22	35,000.00
Total Elections:		49,634.00	44,339.79	35,000.00
Community Development				
10-4180-110-000	Permanent Employees	221,711.00	189,638.50	268,694.00
10-4180-120-000	Planning Commission	11,000.00	6,930.49	11,000.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
10-4180-130-000	Employee Benefits	124,456.00	99,442.48	167,428.00
10-4180-210-000	Books, Subscriptions & Members	2,000.00	4,577.44	4,500.00
10-4180-220-000	Public Notices	5,000.00	1,656.50	4,000.00
10-4180-230-000	Travel & Training	2,500.00	460.00	2,500.00
10-4180-240-000	Office Supplies & Expenses	2,000.00	625.22	1,500.00
10-4180-280-000	Telephone	2,500.00	2,146.37	2,500.00
10-4180-310-000	Geologist Serv Prof & Tech	5,000.00	7,742.46	5,000.00
10-4180-310-100	Engineering Services	11,000.00	80,465.37	11,000.00
10-4180-310-200	Building Inspector Services	4,000.00	9,467.99	8,000.00
10-4180-310-300	Ordinance Revision Services	3,000.00	.00	3,000.00
10-4180-310-400	Surveyor Serv Prof & Tech	10,000.00	19,340.00	10,000.00
10-4180-311-000	General Plan	10,000.00	380.00	5,000.00
10-4180-313-000	Zoning Ordinance-Consulting	.00	.00	.00
10-4180-340-000	Serv Not Otherwise Classified	500.00	.00	500.00
10-4180-740-000	Equipment	3,000.00	1,810.20	3,000.00
Total Community Development:		417,667.00	424,683.02	507,622.00
GIS				
10-4190-250-000	Equipment Supplies & Maint	9,385.00	9,131.90	9,385.00
10-4190-312-000	Professional & Technical	36,000.00	36,000.00	36,000.00
Total GIS:		45,385.00	45,131.90	45,385.00
Sheriff				
10-4211-110-000	Permanent Employees	844,933.00	745,051.86	997,975.00
10-4211-130-000	Employee Benefits	578,999.00	473,292.96	823,225.00
10-4211-220-000	Public Notices	100.00	.00	100.00
10-4211-230-000	Travel & Training	10,000.00	6,046.37	12,000.00
10-4211-240-000	Office Supplies & Expenses	5,000.00	3,836.88	5,000.00
10-4211-250-000	Equipment Supplies & Maint	40,000.00	33,110.36	40,000.00
10-4211-280-000	Telephone	15,000.00	12,515.90	15,000.00
10-4211-310-000	Professional & Technical	31,000.00	25,116.08	31,000.00
10-4211-340-000	Serv Not Otherwise Classified	.00	213.77	.00
10-4211-450-000	Sheriffs Services	7,000.00	1,571.94	7,000.00
10-4211-740-000	Equipment	.00	.00	.00
10-4211-800-000	Search and Rescue	10,000.00	5,807.31	5,000.00
Total Sheriff:		1,542,032.00	1,306,563.43	1,936,300.00
Records Clerk				
10-4212-110-000	Permanent Employees	80,600.00	74,740.54	84,630.00
10-4212-130-000	Employee Benefits	70,904.00	56,140.23	77,041.00
10-4212-230-000	Travel & Training	2,000.00	190.00	2,000.00
Total Records Clerk:		153,504.00	130,690.77	163,671.00
Dispatch Services				
10-4216-310-000	Professional & Technical	12,000.00	6,885.36	12,000.00
10-4216-310-100	Weber Dispatch Contract	300,000.00	283,586.88	300,000.00
Total Dispatch Services:		312,000.00	290,472.24	312,000.00
Liquor Law Enforcement				
10-4218-250-000	Equipment Supplies & Maint	18,433.00	442.41	20,000.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Total Liquor Law Enforcement:		18,433.00	442.41	20,000.00
County Fire Dept				
10-4221-110-000	Permanent Employees	.00	.00	35,000.00
10-4221-120-000	Temporary Employees	.00	.00	.00
10-4221-130-000	Employee Benefits	.00	.00	2,717.00
10-4221-230-000	Travel & Training	.00	.00	3,000.00
10-4221-240-000	Office Supplies & Expenses	.00	.00	1,500.00
10-4221-250-000	Equipment Supplies & Maint	.00	.00	7,000.00
10-4221-260-000	Building & Grounds/Supplies &	.00	.00	6,000.00
10-4221-280-000	Telephone	.00	.00	500.00
10-4221-340-000	Serv Not Otherwise Classified	.00	.00	5,000.00
10-4221-740-000	Equipment	.00	.00	7,000.00
10-4221-740-300	Turnout Rotation	.00	.00	12,120.00
10-4221-740-400	SCBA Lease	.00	.00	10,031.00
10-4221-760-000	Grant Expenditures	.00	3,739.26	.00
Total County Fire Dept:		.00	3,739.26	89,868.00
Wildland Fire				
10-4222-220-000	Public Notices/Prevention	.00	.00	500.00
10-4222-230-000	Travel/Training	.00	.00	2,000.00
10-4222-250-000	Equipment Supplies & Maint	.00	.00	7,000.00
10-4222-290-000	Fire Tools	122.00	.00	3,000.00
10-4222-310-000	Warden/Assistant Warden Salary	48,400.00	29,334.55	38,500.00
10-4222-390-000	Wildfire Suppression Serv/Sup	.00	976.83	.00
10-4222-490-000	Wildfire Mitigation	20,000.00	1,407.20	10,000.00
10-4222-500-000	Wildfire Preparedness	20,000.00	22,582.42	30,000.00
10-4222-510-000	PPE/Uniform	.00	.00	4,500.00
Total Wildland Fire:		88,522.00	54,301.00	95,500.00
Jail				
10-4230-310-000	Professional & Technical	70,000.00	68,825.36	70,000.00
Total Jail:		70,000.00	68,825.36	70,000.00
Animal Control				
10-4253-110-000	Permanent Employees	32,802.00	29,004.06	34,196.00
10-4253-130-000	Benefits	17,414.00	14,336.28	18,816.00
10-4253-220-000	Public Notices	100.00	.00	100.00
10-4253-230-000	Travel & Training	1,000.00	.00	1,000.00
10-4253-250-000	Equipment Supplies & Maint	3,500.00	1,121.45	3,500.00
10-4253-260-000	Building & Grounds/Supplies &	16,200.00	16,240.00	16,200.00
10-4253-280-000	Telephone	1,100.00	.00	1,100.00
10-4253-310-000	Professional & Technical	200.00	.00	200.00
Total Animal Control:		72,316.00	60,701.79	75,112.00
Emergency Management				
10-4255-110-000	Permanent Employees	.00	.00	.00
10-4255-120-100	Swift Water Rescue	.00	.00	.00
10-4255-130-000	Employee Benefits	.00	.00	.00
10-4255-230-000	Travel	.00	150.00	2,000.00
10-4255-280-000	Telephone	.00	.00	1,800.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
10-4255-610-000	Miscellaneous Supplies	120,000.00	93,863.98	1,500.00
10-4255-760-000	Grant Expenditures	99,792.00	18,259.12	.00
Total Emergency Management:		219,792.00	112,273.10	5,300.00
Ambulance				
10-4260-110-000	Permanent Employees	112,950.00	37,690.34	104,500.00
10-4260-120-000	Temporary Employees	236,000.00	258,830.21	238,000.00
10-4260-130-000	Employee Benefits	40,864.00	51,247.64	44,247.00
10-4260-220-000	Public Notices	.00	.00	500.00
10-4260-230-000	Travel	13,000.00	13,917.93	3,000.00
10-4260-240-000	Office Supplies & Expenses	1,500.00	899.14	1,650.00
10-4260-250-000	Equipment Supplies & Maint	21,500.00	24,775.47	7,000.00
10-4260-270-000	Utilities	13,000.00	9,506.76	13,000.00
10-4260-280-000	Telephone	.00	2,365.47	1,000.00
10-4260-305-000	Prof & Tech	43,500.00	30,819.15	26,500.00
10-4260-310-000	Billing Services	.00	.00	17,000.00
10-4260-311-000	EMT Training	.00	.00	5,000.00
10-4260-340-000	Uniforms	14,500.00	3,335.61	5,000.00
10-4260-450-000	Special Public Safety Supplies	62,130.00	56,283.22	52,000.00
10-4260-760-000	Grant Expenditures	8,318.00	.00	.00
Total Ambulance:		567,262.00	489,670.94	518,397.00
Public Works/Engineering				
10-4411-110-000	Permanent Employees	187,721.00	150,562.78	255,530.00
10-4411-130-000	Employee Benefits	129,620.00	79,800.16	171,162.00
10-4411-210-000	Books, Subscriptions & Members	150.00	.00	150.00
10-4411-220-000	Public Notices	521.00	.00	521.00
10-4411-230-000	Travel & Training	2,600.00	165.00	2,600.00
10-4411-240-000	Office Supplies & Expenses	1,000.00	452.59	1,000.00
10-4411-250-000	Equipment Supplies & Maint	7,642.00	14,795.80	6,500.00
10-4411-270-000	Utilities	8,000.00	6,428.65	8,000.00
10-4411-410-000	Special Highway Supplies	51,833.00	.00	.00
10-4411-620-000	Engineering Services	10,000.00	.00	10,000.00
10-4411-740-000	Equipment	5,500.00	6,694.60	5,500.00
10-4411-750-000	Chemicals/Mower	10,000.00	5,830.94	10,000.00
Total Public Works/Engineering:		414,587.00	264,730.52	470,963.00
Fleet Management				
10-4460-250-000	Sheriff	190,000.00	87,787.36	190,000.00
10-4460-250-100	Public Works	115,000.00	57,675.66	135,000.00
10-4460-250-150	Sheriff Vehicle Lease	122,000.00	114,353.50	122,000.00
10-4460-250-200	Community Development	1,500.00	3,467.07	1,754.00
10-4460-250-300	Assessor	1,000.00	856.32	1,200.00
10-4460-250-400	Fire	6,000.00	23,072.34	20,000.00
10-4460-250-500	Ambulance	5,000.00	6,345.99	7,000.00
10-4460-250-550	Ambulance Vehicle Lease	36,500.00	33,545.54	36,500.00
10-4460-250-600	Wildland Fire	5,000.00	9,194.11	6,000.00
Total Fleet Management:		482,000.00	336,297.89	519,454.00
Parks				
10-4520-110-000	Permanent Employees	65,292.00	70,516.94	37,800.00
10-4520-130-000	Employee Benefits	4,995.00	33,213.49	2,909.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
10-4520-250-100	Parks	.00	.00	18,500.00
10-4520-260-000	Bldg & Grounds/Supp & Maint	.00	103.99	.00
10-4520-260-100	Parks	18,500.00	16,451.05	.00
10-4520-260-200	Fairgrounds	18,000.00	17,464.52	18,000.00
10-4520-260-300	Rifle Range	5,000.00	1,361.00	5,000.00
10-4520-270-000	Utilities	.00	1,166.62	500.00
10-4520-270-100	Parks	6,000.00	7,379.25	6,000.00
10-4520-270-200	Fairgrounds	8,000.00	7,916.44	8,000.00
10-4520-340-000	Improvements	.00	2,265.45	.00
10-4520-340-200	Fairgrounds	10,000.00	29,603.57	10,000.00
Total Parks:		135,787.00	182,911.42	106,709.00
Airport				
10-4550-120-000	Temporary Employees	6,950.00	7,920.00	8,262.00
10-4550-130-000	Employee Benefits	532.00	1,846.39	1,504.00
10-4550-260-000	Bldg & Grounds/Supp & Maint	19,500.00	25,588.00	19,500.00
10-4550-310-000	Lease	4,800.00	.00	4,800.00
10-4550-340-000	Improvements	97,653.00	96,183.94	.00
10-4550-480-000	Utility	600.00	56.25	600.00
10-4550-730-000	Improv Other Than Buildings	250.00	.00	250.00
Total Airport:		130,285.00	131,594.58	34,916.00
County Recreation				
10-4560-620-000	Miscellaneous Services	.00	1,517.06	.00
Total County Recreation:		.00	1,517.06	.00
TV Tower				
10-4570-250-000	Equipment Supplies & Maint	10,500.00	31.99	3,000.00
10-4570-480-000	Utilities	3,300.00	723.17	2,300.00
Total TV Tower:		13,800.00	755.16	5,300.00
Extension Service				
10-4610-110-000	Permanent Employees	115,917.00	84,764.13	121,625.00
10-4610-120-000	Temporary Employee	8,612.00	4,649.13	8,612.00
10-4610-130-000	Employee Benefits	.00	452.05	.00
10-4610-210-000	Books, Subscriptions, & Member	535.00	524.54	535.00
10-4610-230-000	Travel & Training	1,500.00	800.47	2,000.00
10-4610-240-000	Office Supplies & Expenses	1,000.00	279.84	1,000.00
10-4610-250-000	Equipment Supplies & Maint	1,600.00	425.00	1,600.00
10-4610-650-000	4-H Operation Fund	3,500.00	2,847.92	3,500.00
10-4610-680-000	Horse Council	300.00	300.00	300.00
Total Extension Service:		132,964.00	95,043.08	139,172.00
Fair				
10-4620-600-000	County Apportionment	131,000.00	.00	125,000.00
10-4620-610-000	Fair From Revenue	.00	83,715.63	.00
Total Fair:		131,000.00	83,715.63	125,000.00
Economic Development				
10-4630-160-000	1% Restaurant Tax	46,573.00	288.00	48,881.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
10-4630-170-000	Transient Room Tax	76,000.00	.00	50,000.00
10-4630-180-000	Tourism Tax	10,216.00	6,881.00	13,000.00
10-4630-210-000	Books, Subscriptions & Members	27,500.00	2,811.00	.00
10-4630-220-000	Public Notices	.00	95.00	.00
10-4630-230-000	Travel & Training	.00	450.00	.00
10-4630-310-000	Professional & Technical	.00	132,758.68	.00
Total Economic Development:		160,289.00	143,283.68	111,881.00
General Fund Revenue Total:		8,774,830.00	6,677,987.38	8,183,608.00
General Fund Expenditure Total:		8,774,830.00	7,593,177.59	8,183,608.00
Net Total General Fund:		.00	915,190.21-	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Road Fund				
Revenue				
20-3010-000-000	Class "B" Road Fund Allotment	565,000.00	673,395.34	573,000.00
20-3020-000-000	Interest	29,000.00	.00	29,000.00
Total Revenue:		594,000.00	673,395.34	602,000.00
Miscellaneous Revenue				
20-3690-000-000		23,000.00	23,500.00	.00
Total Miscellaneous Revenue:		23,000.00	23,500.00	.00
Class "B" Road Expenditures				
20-4400-250-000	Equipment	.00	2,554.56	.00
20-4400-300-000	Highway Projects	523,000.00	700,108.65	500,000.00
20-4400-310-000	Salt	45,000.00	14,567.56	45,000.00
20-4400-320-000	Pot Hole Repair	18,000.00	20,945.85	18,000.00
20-4400-330-000	Signs	2,000.00	1,987.50	2,000.00
20-4400-340-000	Fuel	17,000.00	26,111.12	25,000.00
20-4400-350-000	Equipment Supplies Maint	7,000.00	39,042.78	7,000.00
20-4400-360-000	Engineering	5,000.00	.00	5,000.00
Total Class "B" Road Expenditures:		617,000.00	805,318.02	602,000.00
Road Fund Revenue Total:		617,000.00	696,895.34	602,000.00
Road Fund Expenditure Total:		617,000.00	805,318.02	602,000.00
Net Total Road Fund:		.00	108,422.68-	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Flood Disaster Fund				
Taxes				
21-3110-000-000	General Property Taxes	20,785.00	989.99	20,785.00
21-3120-000-000	Prior Years Taxes - Delinquent	400.00	456.81	400.00
Total Taxes:		21,185.00	1,446.80	21,185.00
Intergovernmental Revenue				
21-3330-100-000	Fee In Leiu	3,000.00	2,151.59	3,000.00
Total Intergovernmental Revenue:		3,000.00	2,151.59	3,000.00
Project Expenses				
21-4400-340-000	Miscellaneous	24,185.00	.00	24,185.00
Total Project Expenses:		24,185.00	.00	24,185.00
Flood Disaster Fund Revenue Total:		24,185.00	3,598.39	24,185.00
Flood Disaster Fund Expenditure Total:		24,185.00	.00	24,185.00
Net Total Flood Disaster Fund:		.00	3,598.39	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Health Services				
Taxes				
25-3110-000-000	General Prop Taxes	166,280.00	8,605.12	166,280.00
25-3120-000-000	Prior Years Taxes - Delinquent	4,000.00	3,754.52	4,000.00
Total Taxes:		170,280.00	12,359.64	170,280.00
Intergovernmental Revenue				
25-3330-100-000	Fee In Leiu	15,000.00	17,729.91	15,000.00
Total Intergovernmental Revenue:		15,000.00	17,729.91	15,000.00
Health Services				
25-4700-331-000	Photographic Library/Supplies	.00	7,605.96	.00
25-4700-340-000	Serv Not Otherwise Classified	185,280.00	130,436.00	185,280.00
Total Health Services:		185,280.00	138,041.96	185,280.00
Health Services Revenue Total:		185,280.00	30,089.55	185,280.00
Health Services Expenditure Total:		185,280.00	138,041.96	185,280.00
Net Total Health Services:		.00	107,952.41-	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Special Rev - Mineral LSE				
Intergovernmental Revenue				
26-3355-000-000	Mineral Lease Funds	500.00	16,518.36	500.00
Total Intergovernmental Revenue:		500.00	16,518.36	500.00
Parks & Recreation				
26-4510-250-000	Equipment Supplies & Maint	500.00	.00	500.00
Total Parks & Recreation:		500.00	.00	500.00
Special Rev - Mineral LSE Revenue Total:		500.00	16,518.36	500.00
Special Rev - Mineral LSE Expenditure Total:		500.00	.00	500.00
Net Total Special Rev - Mineral LSE:		.00	16,518.36	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Special Revenue - Library				
Taxes				
27-3110-000-000	General Prop Taxes	228,635.00	11,914.74	228,635.00
27-3120-000-000	Prior Years Taxes - Delinquent	5,000.00	5,133.28	5,000.00
Total Taxes:		233,635.00	17,048.02	233,635.00
Intergovernmental Revenue				
27-3330-100-000	Fee In Leiu	20,000.00	24,306.01	20,000.00
Total Intergovernmental Revenue:		20,000.00	24,306.01	20,000.00
Miscellaneous Revenue				
27-3619-000-000	CLEF Grant	4,200.00	4,200.00	.00
27-3620-000-000	LSTA Grant	1,634.00	3,426.27	.00
27-3621-000-000	ILL Grant	1,143.00	1,143.00	.00
27-3622-000-000	Thrive 125 Grant	1,135.00	1,134.77	.00
27-3630-000-000	General Grants	.00	152,398.82	.00
27-3670-000-000	ARPA-Physical Collections	.00	4,551.44	.00
27-3690-000-000	Sundry Revenue	6,100.00	4,295.99	5,000.00
Total Miscellaneous Revenue:		14,212.00	171,150.29	5,000.00
Library				
27-4700-110-000	Permanent Employees	98,819.00	88,999.95	123,085.00
27-4700-120-000	Temporary Employees	.00	1,107.75	.00
27-4700-130-000	Benefits	41,588.00	25,572.09	44,499.00
27-4700-210-000	Books, Subscriptions & Members	17,000.00	9,735.68	17,000.00
27-4700-220-000	Public Notices	.00	96.00	.00
27-4700-230-000	Travel	300.00	239.28	500.00
27-4700-240-000	Office Supplies & Expenses	2,600.00	1,844.14	2,500.00
27-4700-250-000	Equipment Supplies & Maint	4,500.00	7,120.49	6,500.00
27-4700-330-000	Programming	3,000.00	2,508.70	3,000.00
27-4700-340-000	Serv Not Otherwise Classified	51,169.00	574.44	13,479.00
27-4700-340-200	CLEF Grant	4,200.00	4,358.79	.00
27-4700-340-300	LSTA Grant	1,634.00	4,124.78	.00
27-4700-340-600	ILL Grant	1,143.00	1,143.00	.00
27-4700-340-700	Thrive 125 Grant	1,135.00	1,134.77	.00
27-4700-340-800	ARPA-Physical Collections	.00	6,997.44	.00
27-4700-340-900	Adult Diverse Book Enhancement	.00	259.61	.00
27-4700-750-000	Rename	.00	.00	.00
27-4700-760-000	Rename	.00	.00	.00
Total Library:		227,088.00	155,816.91	210,563.00
Historical Society				
27-4800-110-000	Permanent Employees	31,359.00	20,247.63	38,192.00
27-4800-130-000	Employee Benefits	2,400.00	1,556.59	2,880.00
27-4800-750-000	Historical Expense	7,000.00	2,559.71	7,000.00
27-4800-760-000	CLG Grant	.00	9,430.00	.00
Total Historical Society:		40,759.00	33,793.93	48,072.00
Special Revenue - Library Revenue Total:		267,847.00	212,504.32	258,635.00
Special Revenue - Library Expenditure Total:		267,847.00	189,610.84	258,635.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Net Total Special Revenue - Library:		.00	22,893.48	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Impact Fee				
Impact Fee Revenue				
28-3410-000-000	Transportation Impact Fee	30,000.00	23,194.98	30,000.00
28-3450-000-000	Regional Park Impact Fee	27,000.00	16,992.50	27,000.00
28-3460-000-000	Community Park Impact Fee	27,000.00	16,992.50	27,000.00
Total Impact Fee Revenue:		84,000.00	57,179.98	84,000.00
Miscellaneous Expenses				
28-4400-305-000	Transportation	30,000.00	.00	30,000.00
28-4400-309-000	Regional Park	27,000.00	8,783.38	27,000.00
28-4400-310-000	Community Park	27,000.00	.00	27,000.00
Total Miscellaneous Expenses:		84,000.00	8,783.38	84,000.00
Impact Fee Revenue Total:		84,000.00	57,179.98	84,000.00
Impact Fee Expenditure Total:		84,000.00	8,783.38	84,000.00
Net Total Impact Fee:		.00	48,396.60	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Corridor Preservation Fund				
Intergovernmental Revenue				
31-3330-000-000	State Payments	110,000.00	130,730.00	110,000.00
Total Intergovernmental Revenue:		110,000.00	130,730.00	110,000.00
Corridor Preservation Exped				
31-4510-340-000	Serv Not Otherwise Classified	110,000.00	111,224.51	110,000.00
Total Corridor Preservation Exped:		110,000.00	111,224.51	110,000.00
Corridor Preservation Fund Revenue Total:		110,000.00	130,730.00	110,000.00
Corridor Preservation Fund Expenditure Total:		110,000.00	111,224.51	110,000.00
Net Total Corridor Preservation Fund:		.00	19,505.49	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Recreation Fund				
Intergovernmental Revenue				
32-3330-000-000	State Payments-RAMP Tax Rev	125,000.00	131,558.78	125,000.00
Total Intergovernmental Revenue:		125,000.00	131,558.78	125,000.00
Miscellaneous Revenue				
32-3690-000-000	Sundry Revenue-Interlocal Pay	200,000.00	235,052.91	200,000.00
Total Miscellaneous Revenue:		200,000.00	235,052.91	200,000.00
Expenditures				
32-4510-110-000	Permanent Employees	27,600.00	62,814.93	75,000.00
32-4510-120-000	Temporary Employees	.00	37,112.80	50,000.00
32-4510-130-000	Employee Benefits	3,000.00	7,872.13	50,000.00
32-4510-250-000	Equipment Supplies & Maint	5,000.00	16,468.79	.00
32-4510-260-000	Building & Grounds/Supplies &	5,000.00	8,531.02	.00
32-4510-270-000	Utilities	5,000.00	.00	.00
32-4510-340-000	Serv Not Otherwise Classified	74,400.00	4,643.76	.00
32-4510-740-000	Equipment	5,000.00	14,703.00	.00
Total Expenditures:		125,000.00	152,146.43	175,000.00
Department: 4520				
32-4520-220-000	Public Notice - Program	5,000.00	189.80	.00
32-4520-240-000	Office Supp & Exp-Program	5,000.00	1,655.32	.00
32-4520-250-000	Equip Supp & Maint-Program	10,000.00	14,189.36	.00
32-4520-260-000	Building & Grounds-Program	10,000.00	4,800.00	.00
32-4520-270-000	Utilities-Program	.00	198.28	.00
32-4520-310-000	Professional & Tech-Program	140,000.00	13,210.00	150,000.00
32-4520-340-000	Serv Not Classified-Program	10,000.00	3,118.87	.00
32-4520-740-000	Equipment-Program	20,000.00	43,417.05	.00
Total Department: 4520:		200,000.00	80,778.68	150,000.00
Recreation Fund Revenue Total:		325,000.00	366,611.69	325,000.00
Recreation Fund Expenditure Total:		325,000.00	232,925.11	325,000.00
Net Total Recreation Fund:		.00	133,686.58	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Morgan County Fair Fund				
Miscellaneous Revenue				
33-3690-000-000	Sundry Revenue	20,000.00	27,078.45	.00
	Total Miscellaneous Revenue:	20,000.00	27,078.45	.00
Expenditures				
33-4510-340-000	Serv Not Otherwise Classified	20,000.00	17,115.88	.00
	Total Expenditures:	20,000.00	17,115.88	.00
	Morgan County Fair Fund Revenue Total:	20,000.00	27,078.45	.00
	Morgan County Fair Fund Expenditure Total:	20,000.00	17,115.88	.00
	Net Total Morgan County Fair Fund:	.00	9,962.57	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Capital Projects				
Taxes				
44-3110-000-000	General Prop Taxes - Current	108,082.00	19,605.42	108,082.00
Total Taxes:		108,082.00	19,605.42	108,082.00
Miscellaneous Revenue				
44-3610-000-000	Interest Earnings	.00	6.68	.00
Total Miscellaneous Revenue:		.00	6.68	.00
Professional and Technical				
44-4410-310-100	Capital Projects	108,082.00	116,006.13	108,082.00
Total Professional and Technical:		108,082.00	116,006.13	108,082.00
Capital Projects Revenue Total:		108,082.00	19,612.10	108,082.00
Capital Projects Expenditure Total:		108,082.00	116,006.13	108,082.00
Net Total Capital Projects:		.00	96,394.03-	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Garbage Enterprise Fund				
Source: 31				
57-3190-000-000	Interest	32,048.00	3,195.47	32,048.00
Total Source: 31:		32,048.00	3,195.47	32,048.00
Charges for Services				
57-3446-000-000	Garbage Fees	511,500.00	387,270.96	511,500.00
Total Charges for Services:		511,500.00	387,270.96	511,500.00
Misc Revenue				
57-3610-000-000	Tree Dump Cards	2,500.00	850.00	2,500.00
57-3690-000-000	Misc Revenue	20,000.00	25,242.38	20,000.00
Total Misc Revenue:		22,500.00	26,092.38	22,500.00
Garbage				
57-4424-110-000	Permanent Employees	64,346.00	57,325.25	64,346.00
57-4424-130-000	Employee Benefits	44,702.00	41,566.09	44,702.00
57-4424-220-000	Public Notices	400.00	.00	400.00
57-4424-230-000	Collections	500.00	.00	500.00
57-4424-235-000	Refund of Overpayment	5,000.00	753.40	5,000.00
57-4424-240-000	Office Supplies & Expenses	500.00	.00	500.00
57-4424-250-000	Equipment Supplies & Maintenan	10,000.00	28,610.28	10,000.00
57-4424-480-000	Postage	3,600.00	122.50	3,600.00
57-4424-620-000	Misc Services (Hauling)	218,000.00	244,482.96	218,000.00
57-4424-621-000	Misc Services (Tipping Fee)	218,000.00	176,870.64	218,000.00
57-4424-740-000	Equipment	1,000.00	127.14	1,000.00
Total Garbage:		566,048.00	549,858.26	566,048.00
Garbage Enterprise Fund Revenue Total:		566,048.00	416,558.81	566,048.00
Garbage Enterprise Fund Expenditure Total:		566,048.00	549,858.26	566,048.00
Net Total Garbage Enterprise Fund:		.00	133,299.45-	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Municipal Building Authority				
Source: 37				
61-3780-000-000	Lease Revenue	15,500.00	.00	15,500.00
Total Source: 37:		15,500.00	.00	15,500.00
Department: 4700				
61-4700-810-000	Bond Principal	13,000.00	13,000.00	13,000.00
61-4700-820-000	Bond Interest	2,500.00	2,475.00	2,500.00
Total Department: 4700:		15,500.00	15,475.00	15,500.00
Municipal Building Authority Revenue Total:		15,500.00	.00	15,500.00
Municipal Building Authority Expenditure Total:		15,500.00	15,475.00	15,500.00
Net Total Municipal Building Authority:		.00	15,475.00-	.00

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
Trust and Agency Fund				
Department: 4510				
71-4510-610-000	Misc Expense	.00	3,165.06	.00
Total Department: 4510:		.00	3,165.06	.00
Trust and Agency Fund Revenue Total:		.00	.00	.00
Trust and Agency Fund Expenditure Total:		.00	3,165.06	.00
Net Total Trust and Agency Fund:		.00	3,165.06-	.00
Net Grand Totals:		.00	1,125,337.37-	.00

Report Criteria:

- Accounts to include: With balances or activity
- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

NOTICE OF PROPOSED TAX INCREASE
Morgan County

The Morgan County is proposing to increase its property tax revenue.

- The Morgan County tax on a \$500,000 residence would increase from \$630.03 to \$689.57, which is \$59.54 per year.
- The Morgan County tax on a \$500,000 business would increase from \$1,145.50 to \$1,253.75, which is \$108.25 per year.
- If the proposed budget is approved, Morgan County would increase its property tax budgeted revenue by 9.45% above last year's property tax budgeted revenue excluding eligible new growth.

All concerned citizens are invited to a public hearing on the tax increase.

PUBLIC HEARING

Date/Time: 12/7/2021 6:00 P.M.

Location: Morgan County Courthouse Commission Meeting
48 W Young Street
Morgan

To obtain more information regarding the tax increase, citizens may contact Morgan County at 801-845-4011.

Public Notice
Notice of Budget Hearing
For Morgan County's 2022 Budget

The Morgan County Council will hold a Budget Hearing on Tuesday, December 7, 2021 at 6:00 p.m. in the Council Meeting Room of the Morgan County Courthouse at 48 West Young Street, Morgan, Utah.

The purpose of the hearing will be to discuss and adopt, the 2022 budget.

All interested citizens are invited to attend and will have the opportunity to give written and oral comment. The proposed budget may be examined at the office of the Morgan County Clerk, room 18 in the Morgan County Courthouse, 48 West Young Street, Morgan, Utah.

Welcome to the Public Notice Website: Your central source for all public notice information in Utah

Public Notices

Notices

[Dashboard](#)

[+ Add](#)

[🔍 Search](#)

[Drafts](#)

[Published](#)

[Pending](#)

Owner

[+ Add](#)

[🔍 Search](#)

[Pending](#)

Body

[+ Add](#)

[🔍 Search](#)

[Pending](#)

[Social Media](#)

Poster

[+ Add](#)

[🔍 Search](#)

[Pending](#)

Other

[Request Entity](#)

[Request Body](#)

[Request Owner Access](#)

[Request Poster Access](#)

Notice: Add

Note: Items marked with an * are required.

(Only letters, numbers, spaces and allowed characters (, . @ : # [] - _ ') are permitted.)

Your notice has been successfully published.
For your convenience, we have pre-populated this action with the contents of the previous notice. Please modify any fields, set the proper dates, and click publish at the bottom.
Alternatively, you can click the "Clear Fields" button to remove any pre-populated information.

Notice Title: *

Government Type: *

Entity: *

Body: *

Notice Subject: *

Notice Subject 2:

Notice Type: *

<input type="checkbox"/> Notice
<input checked="" type="checkbox"/> Meeting
<input type="checkbox"/> Hearing
<input type="checkbox"/> Bond

Street Address: *

Street Address continued:

City: *

Zip:



[HOME](#)

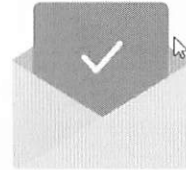
[GOVERNMENT](#) ▾

[SERVICES](#) ▾

[DEPARTMENTS](#) ▾

[CONTACT US](#)

Search...



Thank You!

Your submission has been received.

About us

We welcome you all

Useful Links

[HOME](#)

[GOVERNMENT](#)

Contact info

48 West Young Street
P.O. Box 886

Receive Updates and Notices



Morgan County General
Fund 2022 Budget



County Property Tax Bill vs County General Fund line item

The Morgan County property tax bill includes line items from multiple agencies and districts including:

- Morgan County General Fund
- Morgan County Capital Improvements
- County Library
- Flood and Disaster Fund
- Health Services
- Morgan City
- Mountain Green Sewer
- Mountain Green Fire District
- County Assessing and Collecting
- Multi County Assessing and Collecting
- Weber Basin Water
- School Basic State Levy
- Charter School Levy
- Morgan School District
- Morgan School District Bonds



(County Controls the line items in Red only)

Morgan County General Fund

- In 2021 approx. 16.7% of your property tax bill went to the Morgan County General Fund
- Last increase of County General Fund property taxes took place in 2017
- According to the consumer price index the cost of living has risen 12.9 % since the last increase took place in 2017 (including current numbers for 2021)
- Morgan County total Budget is \$8,100,000. Of this amount, \$3,400,000 comes from property taxes the remaining \$4,700,000 comes from other sources (sales tax, fee's for service, grants, payments from other agencies, leases, etc.)

Morgan County General Fund Property Taxes

- Fire / EMS
- Sheriff
- Search and Rescue
- Emergency Management
- Parks
- Public Works
- Assessor
- Recorder
- Clerk
- Treasurer
- County Commission
- County Attorney
- Planning Department
- DMV



Morgan County Increase in Costs 2022

(This is not an exhaustive list)

- Hire 2 new Sheriff's deputy's and increase in wages for current deputies (federal funding is being used for a portion of this)
- Provide for paid part-time, weekday, daytime shifts for Fire / EMS
- New full-time employee for Planning and Development office
- New full-time employee for Records office
- Morgan County Employee Wages – Cost of living increases, no cost of living increases were given in 2021
- Morgan County employee health insurance cost increase of 5.9% in 2022
- Approx \$375,000 of the proposed increase will be taken from the County General Fund Balance (rainy day fund)

How are property taxes calculated?

Budget / total taxable property value in the county = Rate

					
\$100,000	\$100,000	\$100,000	\$100,000		
x 0.0025	x 0.0025	x 0.0025	x 0.0025		
\$ 250	\$ 250	\$ 250	\$ 250	=	\$1,000



An amount of revenue to collect is established, which is divided by the total taxable property value of the county to set the **certified tax rate**.

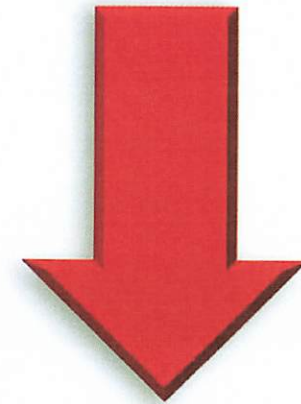


Then the **certified tax rate** is applied to each property to calculate property taxes owed.

(Revenue amount)	
\$1,000	
\$100,000 + \$100,000 + \$100,000 + \$100,000	= 0.0025
(Total taxable property values)	(Certified Tax Rate)

Historical General Fund Tax Rate

- 2018 – (Proposed \$0.002212) Actual - \$0.001782
- 2019 - \$0.002177
- 2020 - \$0.002102
- 2021 - \$0.001913
- 2022 (Approximate proposed rate) \$0.0021230



Property Values increased and budget remained the same so the tax rate fell

2021 Rate and Valuations

- 2021 General Fund Budget - \$2,650,785
- 2021 Total Taxable property value for Morgan County - \$1,385,669,275
- 2021 Rate - \$0.001913 (general fund budget divided by total taxable property value $\$2,650,785 / \$1,385,669,275 = \$0.001913$)
- 2021 Rate per \$100K in valuation - **\$191.30**

Example:

- Value of Home - \$500,000
- With deduction for primary residence - \$275,000 (taxes are paid on 55% of the assessed value on a primary residence)
- 2021 General Fund taxes on a \$500K primary residence
- $\$275,000 \times \$0.001913 = \mathbf{\$526.08}$

2022 Proposed Rate and Valuations

Note this is approximate as final values are not determined until June 2022

- 2022 General Fund Budget - \$2,950,785
- 2022 Rate – To be determined by state tax commission
- 2022 Proposed Increased rate assuming total taxable value remains the same as 2021 \$0.0021230 (note rate will be less than this as values from 2021 to 2022 will rise)
- 2022 Approximate rate per \$100K valuation - **\$212.30** (approx. increase of \$21.65)

Example:

- Value of Home - \$500,000
- With deduction for primary residence - \$275,000
- 2022 General Fund taxes on a \$500K primary residence (approximate)
- $\$275,000 \times \$0.0021230 = \mathbf{\$583.83}$
- Increase of approx. **\$57.75** on a \$500K primary residence



MORGAN
C O U N T Y



County Commission Presentation

Morgan County intends to increase property taxes

1. The intended increase is \$300,000
2. The purpose of the increase is for:
 - Added Employees
 - Funding for Sheriff Services
 - Funding for Emergency Services
3. The approximate percentage of this increase is 9.45%

Leslie Hyde

From: Jotform <noreply@jotform.com>
Sent: Monday, February 7, 2022 9:50 AM
To: Leslie Hyde
Subject: Re: Uploading Documents to Website

 **Uploading Documents to Website**

Department	County Commission
Type of Document	Minutes
File Upload	December 7, 2021.doc
Additional information or desired location of placement if not listed above	Please post to the website

You can [edit this submission](#) and [view all your submissions](#) easily.

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.