



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

MORGAN COUNTY COMMISSION MEETING AGENDA
FEBRUARY 7th, 2023 5:00 pm / 4:00 PM WORK SESSION

4:00 WORK SESSION

Attorney Garrett Smith:

- Open Meetings Act training.

HR: If time allows:

- Report from HR on EAP – Good News.
- Agenda Schedule change request.

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 January 21, 2023 Meeting Minutes

C) Commissioner Declarations of Conflict of Interest

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

E) Presentations – None

F) Action Items –

1. **Fire Marshall Dave Rich - Discussion/Decision – Fire Department**
 - i. Request for a change to code to allow for Hammer Head Turn Arounds
2. **Wasatch Peaks Ranch's owner - Discussion/Decision – WPR**
 - i. Recommendation for Appointment to WPR District Boards.
3. **Jeremy Archibald - Discussion/Decision – IT**
 - i. Presentation of bid for Commission Room remodel.
4. **Brenda Nelson - Discussion/Decision – Recorders**
 - i. A request for Morgan County Commission to accept 2 Quit Claim Deeds that were deeded to Morgan County, Utah (Gantee) from the Utah Department of Transportation (Grantee).
5. **Sheriff Corey Stark/Chief Deputy Jim Wagner – Discussion/Decision – Sheriff**
 - i. A new bill is being presented next year. This bill will ensure that during school hours there is always a deputy within 6 minutes from all schools within our county.
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- 7. **Commission Vice Chair Fackrell** – Discussion/Decision - Commission
 - i. Preliminary draft review of the Active Transportation (trails) plan for the county.
- 8. **Commission Chair Newton** - Discussion/Decision – Commission
 - i. Ratification of 2023 Predator Control Agreement with State of Utah and Wool Growers Association.
- 9. **Commission Vice Chair Fackrell** – Discussion/Decision - Commission
 - i. Requesting authorization of expenditures of the grant monies for the Dome Event Center and Village Project at East Canyon State Park. We received a grant for \$100,000.00 from the rural opportunity grant part B program from the state. We are ready to proceed.
- 10. **Commissioner Andersen** - Discussion/Decision – Commission
 - i. Weber River Floodplain Mapping Study Agreement - resigning
- 11. **Josh Cook** – Discussion/Decision – Planning
 - i. Approval of Civic Review Subscription Agreement

6:00 PUBLIC HEARING

G) Josh Cook – Public Hearing – Planning Department

- 1. Kim Wheelwright requests to amend the R1-20 zone coverage regulation from 25% to 40%. Application No.: 22.077. Location 5958 North Robinson Lane, Mountain Green. 0.43 acres.
 - Request for a motion to adjourn public meeting and convene public hearing
 - Public Comments (please limit comments to 3 minutes)
 - Request for motion to adjourn public hearing and reconvene public meeting

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Commissioner Comments

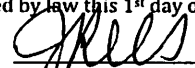
- Commissioner Wilson
- Commissioner Andersen
- Commission Chair Newton
- Commissioner McConnell
- Commission Vice Chair Fackrell

I) 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 February, 2023.


Julie Rees

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MORGAN COUNTY COMMISSION MEETING MINUTES
FEBRUARY 7th, 2023 5:00 pm / 4:00 PM WORK SESSION

COUNTY COMMISSION

Commissioner Jared Andersen
Commission Vice Chair Blaine Fackrell
Commissioner Matt Wilson
Commissioner Robert McConnell
ABSENT:
Commission Chair Mike Newton

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
James Ebert
Kim Wheelwright
Chris Haramoto
Justin Rees
Kerry Gibson

OTHER EMPLOYEES

Commission Executive Assistant Julie Rees
County Attorney Garrett Smith
Recorder Brenda Nelson
Public Works Director Bret Heiner
Sheriff Corey Stark
Chief Deputy Sheriff James Wagner
Fire Marshall Dave Rich
IT Director Jeremy Archibald
Planning & Development Director Joshua Cook
Planner 1 Jeremy Lance

4:00 WORK SESSION

Attorney Garrett Smith:

- Open Meetings Act training.
- Highlights of Code:
 - Take our actions openly and conduct the deliberations openly.
 - Definition of a "Public Body".
 - "Quorum" a simple majority of the membership.
 - "Convening" means the calling together of a public body by a person authorized to do so.
 - "Meeting" a convening of a public body with a quorum present.
- Areas to be changed or corrected:
 - List in Minutes where the Closed Session will take place.
 - All votes will be recorded in more detail.
 - Place on record who is attending the Closed Session.
 - Garrett will create a sworn statement form for the Commissioners to use when a there is a Closed Session without recording.

HR: If time allows: No additional time for these items.

- Report from HR on EAP – Good News. Agenda Schedule change request.

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies – 5:05 pm

1. Welcome: Commission Vice Chair Fackrell
2. Invocation and/or Moment of Reflection: Commissioner Andersen
3. Pledge of Allegiance: Commissioner Andersen

B) Consent Items-

1. Approval of January 21, 2023 Meeting Minutes
Commissioner McConnell moved to approve the Meeting Minutes for January 21, 2023 with the changes noted.
Seconded by Commissioner Andersen.
The Vote was unanimous. The Motion Passed.
Commission Chair Newton Absent.
Commissioner Wilson AYE
Commissioner McConnell AYE
Commissioner Andersen AYE
Commission Vice Chair Fackrell AYE

C) Commissioner Declarations of Conflict of Interest - None

D) Public Comments - None

E) Presentations – None

F) Action Items –

- Commissioner McConnell moved to move #9 under the action items to the first position in action items.*
Seconded by Commissioner Andersen.
The Vote was unanimous. The motion passed.
Commission Chair Newton Absent.
Commissioner Wilson AYE
Commissioner McConnell AYE
Commissioner Andersen AYE
Commission Vice Chair Fackrell AYE

#9 moved to #1

1. Commission Vice Chair Fackrell – Discussion/Decision - Commission
 - i. Requesting authorization of expenditures of the grant monies for the Dome Event Center and Village Project at East Canyon State Park. We received a grant for \$100,000.00 from the Rural Opportunity Grant Part B Program from the state. We are ready to proceed.
 1. Chris Haramoto, Justin Rees and James Ebert spoke with the Commissioners about the Dome project and asked for the approval to use the grant monies to start the project.
 2. They have selected the 60 - foot Dome.
 3. They have received bids and want to move forward.

Commissioner McConnell moved to approve the expenditures of the Rural Opportunity Grant Part B Program funds for the purchase of a 60-foot Dome from Luna and other expenditures in connection with identifying a contractor to complete the project.
Seconded by Commissioner Wilson.
The Vote was unanimous. The Motion Passed.
Commission Chair Newton Absent.
Commissioner Wilson AYE

Commissioner McConnell AYE
Commissioner Andersen AYE
Commission Vice Chair Fackrell AYE

#1 on Agenda - now #2

2. **Fire Marshall Dave Rich - Discussion/Decision – Fire Department**
 - i. Request for a change to code to allow for Hammer Head Turn Arouds.
 1. Thank you to the commission for the support they have given to the fire department. There have been many good changes and improvements for the fire department.
 2. The County does not have allowances in their code for Hammer Head Turn Arouds.
 3. We would like to add this to the code as an option.

Commissioner McConnell moved to instruct the Planning Department to work on an amendment to the County Code addressing fire apparatus access roads implementing provisions of Appendix D to the IOC into section 8-3-3, Subpart A and incorporating the provisions for the 120-foot Hammerhead and the acceptable alternative to the same.

Seconded by Commissioner Andersen.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

#2 on Agenda - now 3

3. **Wasatch Peaks Ranch's owner - Discussion/Decision – WPR**
 - i. Recommendation for Appointment to WPR District Boards.

Commissioner Andersen moved to approve appointment to the WPR Utility District and Fire District Board of Trustees, Gary Dirk to fill the empty seat.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

#3 on Agenda – now 4

4. **Jeremy Archibald - Discussion/Decision – IT**
 - i. Presentation of bid for Commission Room remodel.
 1. The Commission room is not technology savvy.
 2. We would like to use ARPA funds to update this room.
 3. We have received bids and one of the bids is from a state approved contractor.
 4. This new bid is \$40,000 cheaper than previous bids.
 5. The contract will need to be adjusted with Attorney Smith.

Commissioner McConnell moved to approve the expenditure of \$67,422.00 of ARPA funds in connection with the Gencom proposal to update the Commission Chambers subject to review and approval of the contract by the County Attorney and for final Commission approval after negotiation. Seconded by Commissioner Andersen.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

#4 on Agenda – now 5

5. Brenda Nelson - Discussion/Decision – Records

- i. A request for Morgan County Commission to accept Two Quit Claim Deeds that were deeded to Morgan County. Utah (Grantee) from the Utah Department of Transportation (Grantor).

Commissioner McConnell moved to accept the two quick claim deeds from the Utah Department of Transportation with respect to the property adjacent to the Interstate at the Taggart's exit.

Seconded by Commissioner Andersen.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

#5 on the Agenda – now 6

6. Sheriff Corey Stark/Chief Deputy Jim Wagner – Discussion/Decision – Sheriff

- i. A new bill is being presented next year. This bill will ensure that during school hours there is always a deputy within 6 minutes from all schools within our county.
 1. More information is needed.
 2. Sheriff's department will put together an RFP to put this out to bid.

#6 on Agenda – now 7

7. Sheriff Corey Stark/Chief Deputy Jim Wagner – Discussion/Decision – Sheriff

- i. The contract with the Veterinarian Clinic needs to be updated. They have decided to raise the monthly kennel rental price. They are raising from \$1350 per month up to \$2,000 per month.
 1. An RFP will need to be sent out for bids.
 2. Sheriff's department will put together an RFP to obtain bids.

#7 on the Agenda – now 8

8. Commission Vice Chair Fackrell – Discussion/Decision - Commission

- i. Preliminary draft review of the Active Transportation (trails) plan for the county.
 1. The meeting packet went out for review before this item was included. The Commissioners need time to review so it will be postponed.
 2. Will postpone until next meeting.

Commissioner McConnell moved to postpone item #7 (now 8) until our next meeting.

Commissioner Wilson seconded.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

#8 on the Agenda – now 9

9. Commission Chair Newton - Discussion/Decision – Commission

- i. Ratification of 2023 Predator Control Agreement with State of Utah and Wool Growers Association.

Commissioner McConnell moved to ratify the 2023 Predator Control Agreement with the State of Utah and Wool Growers Association.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

Moved the next item to the start of the action items. From #9 to #1.

#9 on Agenda moved to #1

Commission Vice Chair Fackrell – Discussion/Decision - Commission

10. Commissioner Andersen - Discussion/Decision – Commission

- i. Weber River Floodplain Mapping Study Agreement – resigning

Commissioner McConnell moved to approve the grant agreement with the Utah permanent Community Impact Fund Program, Weber River Floodplain Mapping Study with the Department of Workforce Services. Funding of the County's match is to come from the Flood Fund.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

11. Josh Cook – Discussion/Decision – Planning

- i. Approval of Civic Review Subscription Agreement

1. The planning Department received three bids.

2. Civic Review was selected.

3. Would like approval of the planning department moving forward with this new software.

Commissioner McConnell moved to approve the Civic Review Contract as proposed subject to clarification of paragraph 4 of the contract.

*Seconded by Commissioner Andersen.
The Vote: 3 in approval and 1 No. The Motion Passed.
Commission Chair Newton Absent.
Commissioner Wilson AYE
Commissioner McConnell AYE
Commissioner Andersen AYE
Commission Vice Chair Fackrell NAY*

6:00 PUBLIC HEARING

G) Josh Cook – Public Hearing – Planning Department

1. Kim Wheelwright requests to amend the R1-20 zone coverage regulation from 25% to 40%. Application No.: 22.077. Location 5958 North Robinson Lane, Mountain Green. 0.43 acres.

Mr. Wheelwright presented a plan to build a home that was above the 25% of the lot size. He was given choices by the planning department. Increasing the lot coverage to 40% is in line with our General Plan.

We are recommending approval for increasing the lot coverage 25% to 40%.

Planning Commission recommended approval 4 Yay and 2 Nay. One Abstaining.

- Request for a motion to adjourn public meeting and convene public hearing.

Commissioner McConnell moved to adjourn the public hearing and convene public meeting.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

- Public Comments

1. Tina Kelley – Mountain Green.

- a. At the planning meeting she asked for clarification and received it. The set-backs would stay the same.
- b. The lot size was chosen based on public and fire safety.
- c. A lot is considered when approving the size.

- Request for motion to adjourn public hearing and reconvene public meeting.

Commissioner McConnell moved to adjourn the public hearing and convene public meeting.

Seconded by Commissioner Andersen.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

Action:

Commissioner Andersen moved to approve the proposed revisions to the Morgan County Code Section 8-2-1 and 8-5b-9 to amend the language of the text to add a definition for lot coverage and to increase the lot coverage for single-family residential districts based on the text and findings listed in the staff report dated February 7, 2023.

Seconded by Commissioner McConnell.

The Vote was unanimous. The Motion Passed.

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

H) Josh Cook – Public Hearing – Planning Department

1. Jody Jones requests to rezone 1.2 acres of land from RR-1 & A-20 to TC. Application No.: 22.072. Location 5045 W. Old Highway Road, Mountain Green. 1.2 acres. Designation: Town Center.

Proposed rezoning is in line with the General Plan.

The Planning Commission and Staff are recommending for approval.

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

Commissioner McConnell moved to adjourn the public meeting and convene public hearing.
Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

- Public Comments – None.

- Request for motion to adjourn public hearing and reconvene public meeting.

Commissioner McConnell moved to adjourn the public hearing and convene public meeting.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

Action:

Commissioner Wilson moved to approve the recommendation for the Jones Rezone Map Amendment Application # 22.072 changing 1.2 acres from RR-1 and A-20 to TC based on the findings listed in the staff report dated February 7th, 2023.

Seconded by Commissioner Andersen.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE

Commission Vice Chair Fackrell AYE

Legislature update: Kerry Gibson

It has been a very interesting year. Last year there was a lot of federal money coming in. Not this year. The strategy has changed – dealing with the big issues first. Now they are starting to get into the budget process. There has been 5 Billion in requests due to federal money that came in. The state will not fund things that are not state responsibility. They are going to stay out of what should be County or City responsibility. There is project money available. There is a surplus this year.

Commissioner Comments

- Commissioner Wilson

- There was a request from an employee to let employees use the rifle range at no cost, as a benefit to employees.
 - How does the Senior Center get a donation from the County of a Washer and Dryer?
 - Thank you from Sheriff's Department - Sergeant Christensen.
 - Parks board update 3 of the people that I have contacted want to stay on the board.
 - We could ask for volunteers to fill vacant positions on the Park Board.
 - There should be 8 members of this board.
- **Commissioner Andersen**
 - We each have the ability to track the Bills that are affecting the county on The Bill Tracker. We can get on the site and know what is going on with our State government.
 - The Fairgrounds Park Board want to get it on the website for public input. They want public comment.
- **Commission Chair Newton - Absent**
- **Commissioner McConnell**
 - Brought the concept of a flag lot ordinance previously to the Planning Commission and it was turned down. If there is support at the Commission level he would send it back to the Planning Commission to revisit this issue. Commissioner Wilson is in favor. Commissioner McConnell in favor. Commissioner Andersen is willing to look into it. He has concerns but is willing to look at it. Vice Chair Fackrell interested in looking into it.
- **Commission Vice Chair Fackrell**
 - Fairgrounds Park Plan on the next agenda for a work session.
 - June 17th Truck Pull and Truck Show.
 - New business in town - Golf Simulator grand Opening coming soon.
 - McDonalds is coming for sure.

Commission Vice Chair Fackrell asked for a Closed Session to discuss pending litigation and purchase of real property.

Commissioner McConnell moved to go into Closed Session to discuss pending litigation and disposition of real property.

Seconded by Commissioner Andersen.

Roll Call

Commissioner Vice Chair Fackrell Aye

Commissioner McConnell Aye

Commissioner Wilson Aye

Commissioner Andersen Aye

The Vote was unanimous. The Motion Passed.

Commission Chair Newton Absent.

Closed Session: Located at the Morgan County Courthouse, Commission Chambers.

Present at the Closed Session:

Commission Chair Newton Absent.

Commissioner Wilson

Commissioner McConnell

Commissioner Andersen

Commission Vice Chair Fackrell

Attorney Garrett Smith

Executive Assistant to Commission Julie Rees

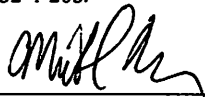
Commissioner Wilson moved to go out of Closed Session.
Seconded by Commissioner Andersen.

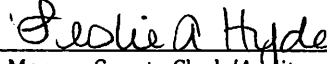
Roll Call

Commissioner Vice Chair Fackrell Aye
Commissioner McConnell Aye
Commissioner Wilson Aye
Commission Andersen Aye
The Vote was unanimous. The Motion Passed.
Commission Chair Newton Absent.

I) Adjourn – Commissioner Wilson 7:35 pm

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

APPROVED  DATE 2/21/2023
Morgan County Commission Chair

ATTEST  DATE 2.28.23
Morgan County Clerk/Auditor

Rec from Julie 2.28.23

Morgan County Commission Meeting
Tuesday, FEBRUARY 7TH, 2023
5:00 P.M.

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

PLEASE SIGN IN

- | | |
|--------------------|-----|
| 1. Debbie Sessions | 22. |
| 2. Tura Kelley | 23. |
| 3. Kim Wheelwright | 24. |
| 4. Chris Haramoto | 25. |
| 5. | 26. |
| 6. | 27. |
| 7. | 28. |
| 8. | 29. |
| 9. | 30. |
| 10. | 31. |
| 11. | 32. |
| 12. | 33. |
| 13. | 34. |
| 14. | 35. |
| 15. | 36. |
| 16. | 37. |
| 17. | 38. |
| 18. | 39. |
| 19. | 40. |
| 20. | 41. |
| 21. | 42. |



2023

**COUNTY COMMISSION
MEETING**

FEBRUARY 7, 2023

5 PM



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Commissioner Comments

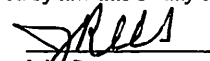
- Commissioner Wilson
- Commissioner Andersen
- Commission Chair Newton
- Commissioner McConnell
- Commission Vice Chair Fackrell

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Julie Rees

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2023

WORK SESSION

Morgan County

Partners Since: 02/01/2012

Utilization Summary

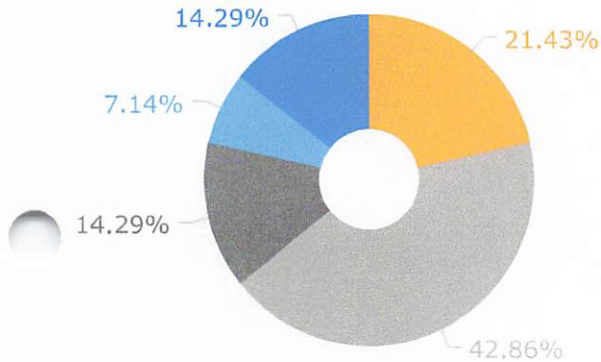
Quarterly Report: 10/01/2022 - 12/31/2022
 YEAR TO DATE: 01/01/2022 - 12/31/2022

Population Count

73

Helping Your Organization With:

Previous 12 Months

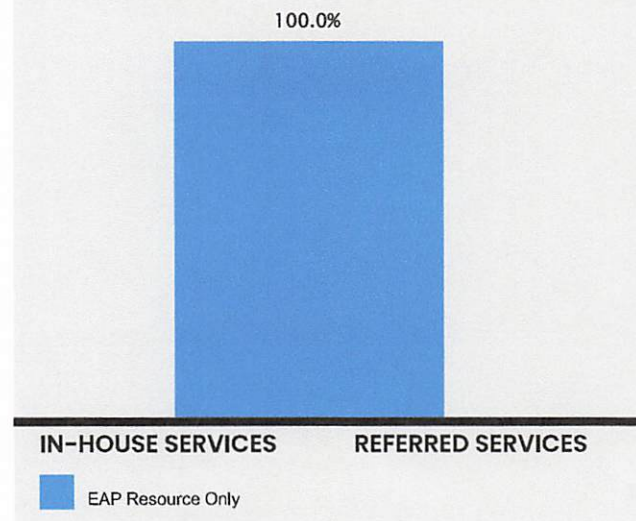


- Family Problems
- Drug & Alcohol
- Marital
- Mental Health
- Suicidal
- Financial
- Senior Care
- Legal
- Wellness
- Personal
- Workshops
- Online Resources
- Instant Communication

	Annualized Utilization	12 Month Review	Total 2021	Total 2020
EMPLOYEES	9	9	3	5
DEPENDENTS	3	3	2	N/A
TOTALS	12	12	5	5
CASES	12	12	5	5
UTILIZATION	16%	16%	7%	7%

Services Provided

Previous 12 Months



Case Type

10

Self Referral

Supervisor Referral

Organizational Support

CUSTOMER SERVICE

3.00
Hours

CONSULTATION

2.00
Hours

TRAININGS

1.00
Hours

CRISIS SERVICES

Hours

BLOMQUIST HALE NEWSLETTER HIGHLIGHTS

7 Steps on Financial Peace

- 1. \$1,000 CASH IN A BEGINNER EMERGENCY FUND** - Start an emergency fund for those unexpected events in life you can't plan for. Whether there's a plumbing issue and everything but the kitchen sink is draining, or your brakes are squealing at every stop sign, you can be ready! In this first step, the goal is to save \$1,000 as fast as you can. Go through your storage boxes and sell some stuff. Work an extra job. Do whatever it takes to start saving money.
- 2. PAYING OFF DEBT WITH THE DEBT SNOWBALL** - List all debts but the house in order. The smallest balance should be your number one priority. Don't worry about interest rates unless two debts have similar payoffs. If that's the case, then list the higher interest rate debt first.
- 3. FULLY FUNDED EMERGENCY PLAN FOR 3-6 MONTHS OF EXPENSES** - This step is all about building a full emergency fund. Sit down and calculate how much you need to live on for 3-6 months (for most, that's between \$10,000 and \$15,000), and start saving to protect yourself against life's bigger surprises. You'll never be in debt again— no matter what comes your way. It's time to kick debt for good, with 3-6 months' worth of emergency savings.
- 4. INVEST 15% OF YOUR HOUSEHOLD INCOME INTO RETIREMENT** - Now it's time to get serious about retirement. With no payments and a full emergency fund, put 15% toward the retirement of your dreams. Between your 401(k), Roth IRA and Traditional IRA, you have a lot of options. Find the fit that is right for you. The money you were using to attack debt can now help build your future.
- 5. START SAVING FOR COLLEGE** - By Step 5, you've paid off all debts but the house, and you've started your retirement savings. Now it's time to save for your kids' college expenses. Don't let college sneak up on you. College tuitions and housing expenses continue to rise. Saving now will put you ahead of the game when your kids graduate from high school.
- 6. PAY OFF YOUR HOME EARLY** - Any extra money you can put toward the mortgage will result in tens of thousands of dollars of interest saved and months (or even years) of not having a payment hanging over your head.
- 7. BUILD WEALTH AND GIVE GENEROUSLY** - This is the last step and by far the most fun. It's time to live and give like no one else! Build wealth, become insanely generous, and leave an inheritance for future generations.



2023

County Commission Meeting Preparation Week

(The week before the Tuesday Meeting.)

Agenda & Packet Schedule

Tuesday:

- All Agenda items are due to County Assistant Julie Rees.
- Email to jrees@morgancountyutah.gov or drop off at Julie's Office.
- Make sure to include the Agenda Request form completely filled out.

Wednesday:

- Any Additional items for the Agenda sections must be turned into Julie Rees.
- Create the Agenda.
- Email Agenda to Commission Chair Newton for approval.
- Make any adjustments needed.

Thursday:

Agenda:

- Post Agenda in the glass case of court house.
- Post Agenda to Public Notice site.
- Email out Agenda to Agenda Email Group.
- Jeremy Archibald will post the Agenda to the County Website.

Packet:

- Create Packet with all additional back up materials.
- Prepare Packet for email.
- Email packet to Management Group Email.
- Jeremy Archibald will post the packet to the County Website.

Signed: _____ Date: _____

Commission Chair Mike Newton



2023

CONSENT ITEMS



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

MORGAN COUNTY COMMISSION MEETING MINUTES
JANUARY 17th, 2023 5:00 pm
4:00 PM WORK SESSION

COUNTY COMMISSION

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

OTHERS IN ATTENDANCE

Debbie Sessions
John Barber
James Ebert
Mike ??
Thomas Hart
Blair Gardner

OTHER EMPLOYEES

Commission Executive Assistant Julie Rees
County Attorney Garrett Smith
Clerk/Auditor Leslie Hyde
Library Director Erin Bott

4:00 WORK SESSION

Commissioners/John Barber/James Ebert

Morgan County Economic Development Strategic Plan Discussion

The Commissioners looked over the strategic plan and accomplishments and discussed developments and procedures.

The Strategic Plan will be updated annually.

The Commissioners are supportive of moving Affordable Housing to a long-term goal.

Report from Julie Rees/HR:

- Two committees forming:
 - Compensation Plan
 - Handbook completion
- Background check research being done by Human Resource.
- News from the County Parks Board:
 - All Parks Board minutes and recordings of their meetings will be kept in the HR room locked closet.
 - Attorney Smith read code for the parks committee and stated that there should be 8 -15 members and they should meet at least 4 times per year, once a quarter. A County Commission member or the Parks Director must be present at these meetings.

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

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

B) Consent Items-

1. Approval of January 3, 2023 Meeting Minutes
Commissioner Wilson moved to approve the January 3rd, 2023 meeting minutes with corrections.
Seconded by Commissioner Andersen
The Vote was unanimous. The Motion Passed.

C) Commissioner Declarations of Conflict of Interest: None

D) Public Comments None

E) Presentations – Commissioner Jared Andersen

1. Voting on Bills/UAC – Commission Vice Chair shared the UAC website online.

F) Action Items –

1. **Leslie Hyde – Discussion/Decision – Clerk/Auditor**
 - i. Select an appointee to the UAC Board of Directors.
Commissioner McConnell moved to appoint Commissioner Andersen to serve as the Appointee to the UAC Board of Directors.
Seconded by Commission Vice Chair Fackrell.
The Vote was unanimous. The Motion Passed.
2. **Josh Cook – Discussion/Decision – Planning Department**
 - i. Request Subdivision Concept Plan Amendment of phase one resulting in 14 units from the Phase 2 condominiums for commercial flex space and the combination of two parcels into a single lot. 2.34 acres. Short Field Landings Concept Plan Application No.: 22.041 Xpert Enterprises/Blair Gardner Location 4032 W 5800 N Mountain Green UT.

This amendment would approve the removal of 14 units from the Phase Two portion and leave the single combination lot and the 14 units of Phase one. Staff is recommending approval.

Commissioner Andersen moved to approve the amendment to the Short Field Landings concept plan application No. 22.041, removing 14 non-platted condominium units allowing for a 14- unit commercial subdivision of land and the combination of two parcels into a single lot. Located at approx. 4032 W 5800 N, based on the findings and with the conditions listed in the staff report dated January 17th, 2023.
Seconded by Commission Vice Chair Fackrell.
The Vote was unanimous. The Motion Passed.

3. **Josh Cook – Discussion/Decision – Planning Department**
 - i. Request for the approval of the Rose Hill Subdivision Phase 4 Plat Amendment No. 1 to divide the existing lot into two lots. .62 Acres. Application No.: 22.064. Village Low Density Residential. Zone R1-12 Location 5684 Garnet Drive.

The owner of the project has requested an extension.

Commissioner McConnell moved to continue the Rose Hill Subdivision Phase 4 to the meeting on Feb 21, 2023.

Seconded by Commissioner Andersen.

The Vote was unanimous. The Motion Passed.

4. Blaine Fackrell - Discussion - Commission

i. Discussion of the Fairgrounds Plan.

1. What do we want for the vision of the fairgrounds.
2. There are grants available and our Sports/Recreation Director would like to go after many grants.
3. We need to have a plan for the fairground to be able to apply for these grants.
4. Will plan a work session March 7th or later, for this topic.

5. Commissioner Matt Wilson - Discussion/Decision - Commission

i. Discussion about a request for Young Ford to rent the fairgrounds July 14 - 16, 2023.

1. The manager from Young Ford call Commissioner Wilson to request renting the fairgrounds for an Outdoor Extreme Sports Expo. There would be over 200 vendors attending.
2. The Commissioners were supportive of this event.

6:00 PUBLIC HEARING

G) Mark Nelson/Josh Cook - Public Hearing - Planning Department

1. M & D Nelson Rezone

Request to rezone 44.75 acres of land from A-20 zone to Town Center. Application No.: 22.065, Applicant Mark Nelson.

Located west of Old Highway road. Property is surrounded by town center and public land. Future land use for this property is Commercial.

This item is postponed to the 21 of February, 2023 meeting. The Public Hearing was advertised so we will open for public comments.

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

Commissioner McConnell moved to adjourn public meeting and convene public hearing.

Seconded by Commissioner Wilson.

The Vote was unanimous. The motion passed.

- Public Comments

1. Debbie Sessions - representing Tina Kelley.

- a. Representing Tina Kelley, Debbie read a letter out loud of her comments. She wanted the Commissioners to hear her comments even though she could not be present. Tina would like this Rezone application denied.
- b. Mike has lived in Mountain Green for over 30 years. The plan for Mountain Green has always been that the center of commercial town center would be around Old Hwy and Trappers Point intersection. This should remain the plan for Mountain Green.

- Request for motion to adjourn public hearing and reconvene public meeting
Commission Vice Chair Fackrell moved to adjourn public hearing and
convene public meeting.
Seconded by Commissioner McConnell.
The Vote was unanimous. The motion passed.

*Commissioner Wilson moved to postpone this item to the Feb 21, 2023.
Seconded by Commissioner Andersen.
The Vote was unanimous. The motion passed.*

Director Josh Cook introduced his new employer Jeremy Lance. Jeremy will be a Planner 1 in the Planning Department.

Commissioner Comments

- Commissioner Blaine Fackrell
 - As a reminder tomorrow is the Day on the Hill. The legislative session started.
 - January 23rd the Trails Committee is meeting at 6 pm.
 - The tourism committee, people in the community, have been meeting to make up a plan for tourism.
 - Region Wrestling Tournament is going to be here the weekend of February 3rd and 4th.
 - Expectation of over 1200 people visiting.
- Commissioner Robert McConnell
 - No Comments
 - Asked for an update from Josh Cook for Planned Development.
 - Josh is editing at this time and will report when finished.
- Commissioner Mike Newton
 - The amount of snow that we have received this year has kept our Public Works Department busy. They have been working hard and we appreciate all their hard work.
- Commissioner Jared Anderson
 - I received an email today for the Weber River Study. We need to get an agreement from and then we will move forward.
 - Need to go into closed session.
- Commissioner Matt Wilson
 - An individual has requested help to find a place that a slaughter house could be built. They have investors and they are looking for some ground. Please keep an eye out for where that could be.

*Commissioner Andersen moved to go into closed session to discuss the purchase or exchange of real property.
Seconded by Commission Vice Chair Fackrell.*

Roll Call

Commission Vice Chair Fackrell AYE

Commissioner McConnell AYE

Commission Chair Newton AYE

Commissioner Andersen AYE

Commissioner Wilson AYE

The Vote was unanimous. The Motion Passed.

Commissioner McConnell motion to adjourn.

*Seconded by Commission Vice Chair Fackrell.
The vote was unanimous. The Motion passed*

Roll Call

Commission Vice Chair Fackrell AYE
Commissioner McConnell AYE
Commission Chair Newton AYE
Commissioner Andersen AYE
Commissioner Wilson AYE
The Vote was unanimous. The Motion Passed.

A) Adjourn - Commissioner McConnell motioned to adjourn.

Adjourned at 6:55 pm

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

APPROVED _____
DATE _____
Morgan County Commission Chair

ATTEST _____
DATE _____
Morgan County Clerk/Auditor.



2023

**NO
PRESENTATIONS**

48 W YOUNG ST MORGAN UTAH 84050 WWW.MORGANCOUNTYUT.COM



2023

ACTION ITEMS



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23 Time Requested: 10 min

Name: Fire Marshall Dave Rich Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: Fire Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision
Request for a change to code to allow for a Hammer Head Turn Arounds.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

NO BACK UP

F1

APPENDIX D

FIRE APPARATUS ACCESS ROADS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance or legislation of the jurisdiction.

User note:

About this appendix: Appendix D contains more detailed elements for use with the basic access requirements found in Section 503, which gives some minimum criteria, such as a maximum length of 150 feet and a minimum width of 20 feet, but in many cases does not state specific criteria. This appendix, like Appendices B and C, is a tool for jurisdictions looking for guidance in establishing access requirements and includes criteria for multiple-family residential developments, large one- and two-family subdivisions, specific examples for various types of turnarounds for fire department apparatus and parking regulatory signage.

SECTION D101 GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

SECTION D102 REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driv-

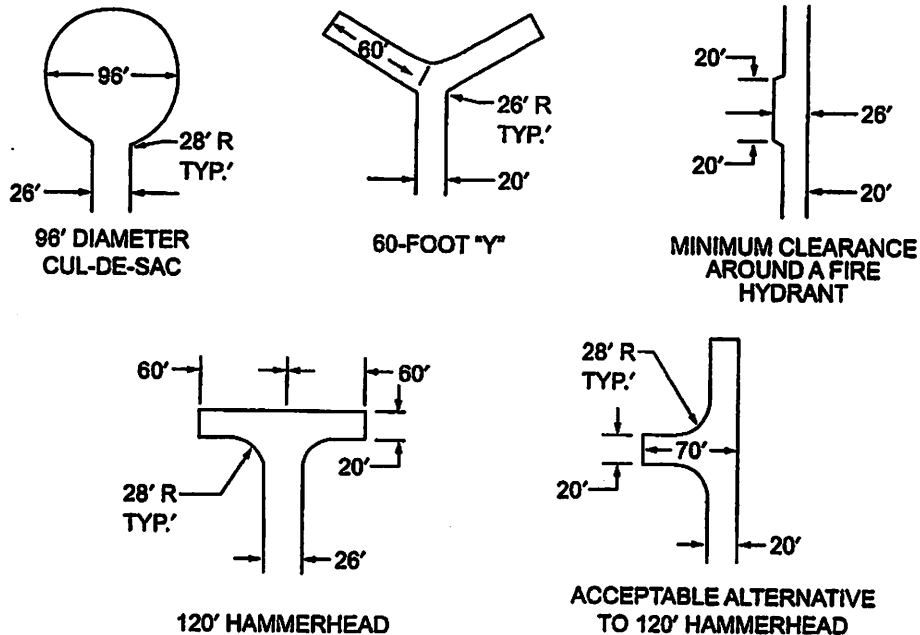
ing surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34 050 kg).

SECTION D103 MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as *approved* by the *fire code official*.



For SI: 1 foot = 304.8 mm.

FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official*.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

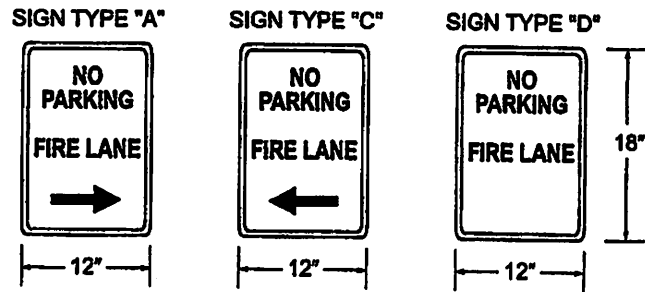
For SI: 1 foot = 304.8 mm.

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the *fire code official*.
6. Methods of locking shall be submitted for approval by the *fire code official*.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted

on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.



**FIGURE D103.6
FIRE LANE SIGNS**

D103.6.1 Roads 20 to 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).

D103.6.2 Roads more than 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

**SECTION D104
COMMERCIAL AND INDUSTRIAL DEVELOPMENTS**

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross *building area* of more than 62,000 square feet (5760 m²) shall be provided with two separate and *approved* fire apparatus access roads.

Exception: Projects having a gross *building area* of up to 124,000 square feet (11 520 m²) that have a single *approved* fire apparatus access road where all buildings are equipped throughout with *approved automatic sprinkler systems*.

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

**SECTION D105
AERIAL FIRE APPARATUS ACCESS ROADS**

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), *approved* aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23 Time Requested: 10 min

me: Wasatch Peaks Ranch's Owner Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: WPR

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Recommendation for Appointment to WPR District Boards.

Please find attached Wasatch Peaks Ranch's Owner Recommendation and Certificate of Qualifications for Appointment to the WPR Utility District and WPR Road and Fire District Board of Trustees ("Recommendation") recommending Gary Derck to fill empty seats on both district boards and delivered as required by that certain Notice of Board Vacancy ("Notice") posted by the districts on the property, in a local paper of general circulation, and on the state public notice website.

We note that the Recommendation is hereby delivered before the deadline of February 3, 2023 detailed in the Notice and that a representative of Wasatch Peaks Ranch, LLC plans to attend the February 7th meeting of the Morgan County Commission to respond to any questions regarding the Recommendation or Mr. Derck's qualifications to serve as a board member.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

F2

**OWNER RECOMMENDATION AND CERTIFICATE OF QUALIFICATIONS
FOR APPOINTMENT TO THE WPR UTILITY DISTRICT AND
WPR ROAD AND FIRE DISTRICT BOARD OF TRUSTEES**

WASATCH PEAKS RANCH, LLC (“**Owner**”), a current owner of land situated within the unincorporated area of Morgan County, Utah (“**County**”) and the boundaries of both the WPR Utility District and the WPR Road and Fire District (collectively, “**Districts**”), hereby submits and recommends to the County that GARY DERCK (“**Recommended Appointee**”) be appointed by the County Commission to serve on both Boards of Trustees of the Districts (“**Boards**”), in accordance with the following:

1. Pursuant to Utah Code Ann. § 17B-1-302(3)(a) (“**Utah Law**”), in any local district located solely within a county of the fourth class that has within the district’s boundaries fewer than one residential dwelling unit per ten acres of land, each member of a local district board of trustees shall be a resident within the boundaries of the local district, an owner of land within the local district that receives service from the district, or an agent or officer of such owner.

2. The County is a county of the fourth class.

3. There are no residences within the Districts’ boundaries, and the maximum density within the Districts’ boundaries is fewer than one residential dwelling unit per ten acres of land.

4. Owner hereby certifies that Recommended Appointee is an agent or officer of Owner (“**Agent**”) and, in accordance with Utah Law, is duly qualified to serve on the Boards.

5. Recommended Appointee hereby certifies, acknowledges, consents, and agrees that Recommended Appointee: (i) is an Agent; (ii) is willing to serve on the Boards for such period of time as Recommended Appointee is an Agent; and (iii) at such time as Recommended Appointee ceases to be an Agent (for whatever reason or no reason whatsoever, and as determined in the sole discretion of Owner) Recommended Appointee will be required to, and will immediately resign and terminate Recommended Appointee’s positions on each and both Boards for reason of no longer being qualified to serve on the Boards pursuant to Utah Law.

DATED, this 27th day of January 2023.

OWNER:

WASATCH PEAKS RANCH, LLC,
a Delaware limited liability company

By: Wasatch Peaks Ranch Management, LLC,
Its Manager

DocuSigned by:
By: Ed Schultz
03C1E4F54E5B40E
Name: Ed Schultz
Its: Authorized Officer

RECOMMENDED APPOINTEE:

DocuSigned by:
Gary Derck
7EA2BE7056F1423...
Gary Derck



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2-7-23

Time Requested: _____

Name: Jeremy Archibald

Phone: (801) 845-6020

Address: 48 W Young St, Morgan UT 84050

Email: jeremy@morgancountyutah.gov

Fax: _____

Associated County Department: Information Technology

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Accept bid for Commission room remodel

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



County Commission Agenda Request Form

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

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

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE**

TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING**

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

commission Meeting Date

01/31/2023

Date

Amount of time requested

00:15

Minutes

Name:

Jeremy

First Name

Archibald

Last Name

Phone

(801) 845-6020

Address

48 W Young St, Morgan UT 84050

Email:

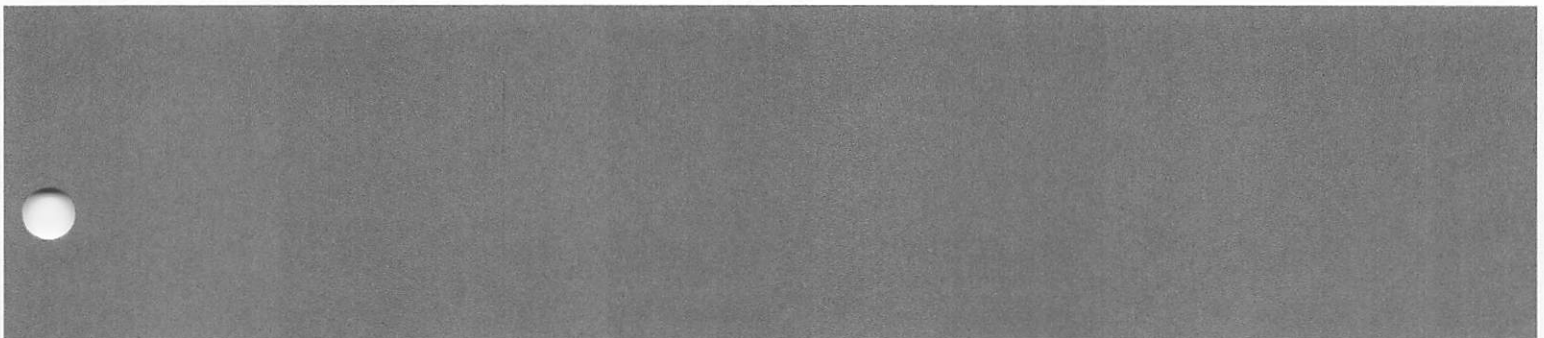
Email

jeremy@morgancountyutah.gov

example@example.com

[← Back to Form](#)

County Commission Agenda Request Fo





Council Chambers AV Upgrade

Morgan County

1.5.2022

Shawn Sandberg

Systems Engineer

SSandberg@gencomminc.com

(801) 404-4111

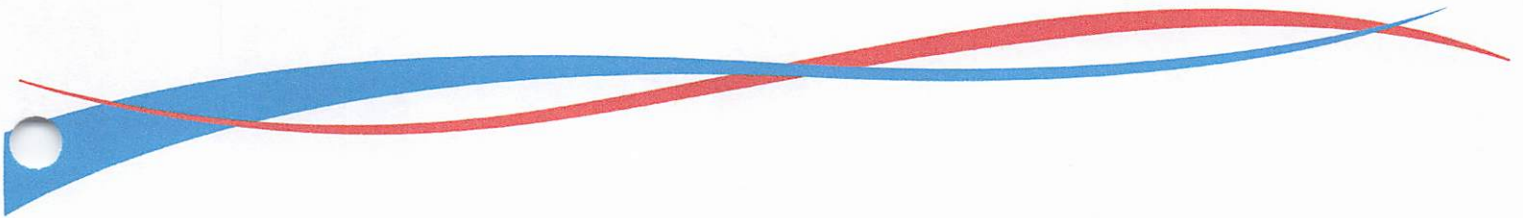
GENCOMM, 12393 S. Gateway Park Place, Suite 400, Draper, UT 84020

State Contract #MA513

Current Situation

Morgan County has an older building with equipment that looks to be original to the building. Morgan County would like to upgrade their antiquated setup for a new system that adds features and functionality that is currently limited. The proposed solutions were based on a previously designed solution and are all as requested, or better.

GENCOMM employs degreed engineers for all system design, and has been in business for 65 years. GENCOMM holds several contracts including a State Contract for Technology (MA513) so procurement is simple.



Similar Scope of Work References

West Jordan City

Robert Allred

IT Director

Robert.Allred@westjordan.utah.gov

(801) 569-5200

Eagle Mountain City

Lianne Pengra

Chief Deputy Recorder

lpengra@emcity.org

(801) 789-6611

Orem City

Ernesto Lazalde

IT Manager

ELazalde@orem.org

(801) 229-7173

Mapleton City

Camille Brown

City Recorder

cbrown@mapleton.org

(801) 806-9106

Alpine City

Shane Sorensen

City Manager

ssorensen@alpinecity.org

(801) 763-9862

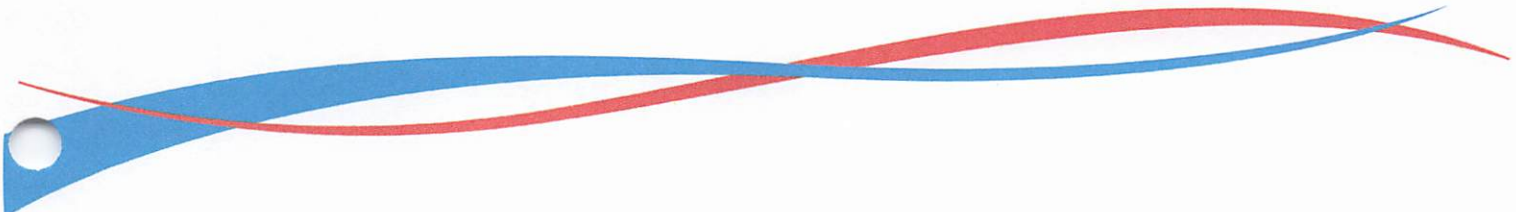
Logan City

Jeff Compton

IT Manager

jeff.compton@loganutah.org

(435) 716-9050

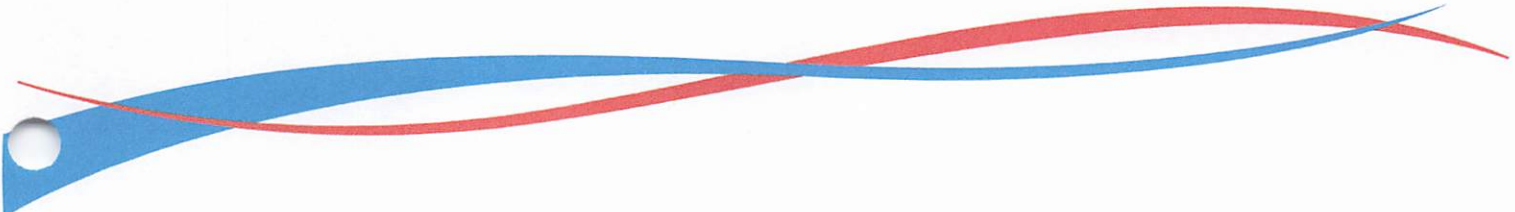


Scope of Work

The following proposal includes the plan for the requested AV upgrades and head-end processing. The fee for installation, consulting, training, engineering, programming, and commissioning are included for each option. GENCOMM™ will closely follow the AV9000 standards as set forth by AQAV during the execution of the project..

GENCOMM will conduct an initial and ongoing scope development meetings with the city with the goal of defining the following items:

- Review goals, objectives, and desired key outcomes for the project
- Discuss and determine the inclusion and convergence of various design layout options in the planning process and the benefits of each
- Discuss issues, criteria, special considerations, and vital components to be included in the design file
- Develop minimum design standard solution sets
- Determine planning and implementation timelines
- Identify specific deliverables, including technical memorandums
- Establish project communication protocols



Audio and Video System Upgrades

Commission Room

As requested an **86" interactive smart display with motorized mount** will allow for any participant to not only see the proceedings, but engage and interact with these with ease. Raising and lowering the screen with simple presses on the screen or the buttons below will ensure the proper height for all participants.

A full **RF assistive listening system** will be connected to the sound system so that any participants that want assistive listening can use one of the **4 rechargeable receivers with either an ear speaker, or a neck loop.**

Two commercial 86" displays with articulating mounts will be added on either side of the dais so that anyone in the audience can clearly see and read the proceedings.

Two additional monitors will be added to the audience area mounted from the ceiling. These 43" displays will allow participants in the back rows to still be able to see and read what is being displayed.

A wireless agnostic sharing device will allow for any users (up to four) to concurrently share using native wireless protocols Android, (Google Cast), iOS/MacOs (AirPlay), or Windows (Miracast) simply and easily without downloading any software or drivers.

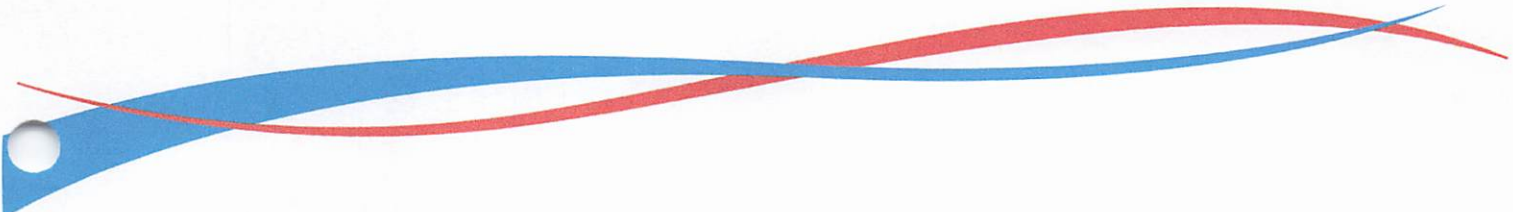
Eight low profile desktop monitors will be installed along the dais so every member can see clearly what is being presented. These monitors are low profile, and allow viewing angles from 20-75 degrees with the included easy to adjust mount so as to not block the view of the commissioners and the constituents.

One handheld microphone will be added for passing around as needed.

One networked video streamer/recorder will be added so all proceedings are recorded on the built-in 1TB HDD, these can be backed up daily, weekly, or monthly to the county servers so a redundant backup is always available. This will allow for streaming straight to up to 4 CDN's at once like Youtube, Facebook Live, Instagram, and LinkedIn.

Two HD PTZ cameras with remote viewing will be added, one at the front and one at the back. These cameras will be able to be controlled with a remote viewing system for easy production management or from the control system.

An all new control system will be installed to manage the entire system. This includes control of the cameras, all microphones levels and mutes, all video routing, all displays, streaming, recording, and wireless video.



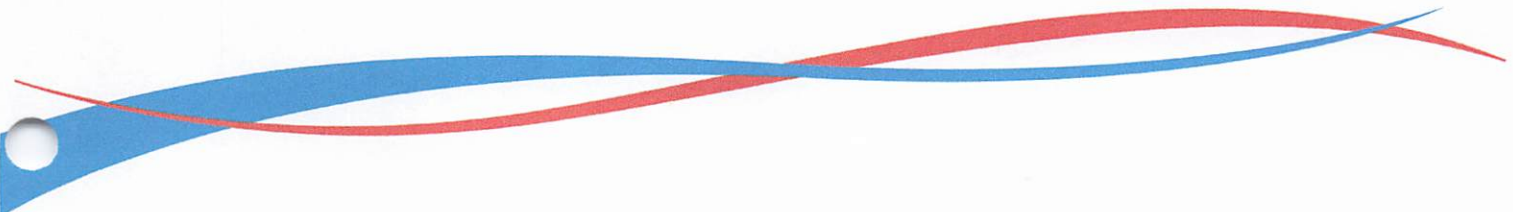
All new video distribution systems will add flexibility to the system while allowing for future scalability and growth. This will add inputs so that the smart interactive touch display can be displayed on all displays, along with any wireless video sources, and the wired input at the dias. These can be matrices and sent to any or all of the dias, or audience displays.

A new DSP processor will be added for all audio processing, Echo Canceling, and mixing. This will be scalable and easily upgradable should the County need more functionality or inputs in the future.

An all new touch panel will allow for the room to be completely controlled and managed easily at the touch of a button. Controls such as position of the cameras, all microphones levels and mutes, all video routing, all display status, streaming status, recording progress, and wireless video sources will all be easily managed from the touch panel. This can be placed on the County network and be accessible from an iPad or Windows PC if additional users wish to also control aspects of the meeting.

An all new network switch will connect all the equipment together and allow for easy management of the system.

INCLUDED COMPONENTS:

- 86" interactive smart display with motorized mount
 - RF assistive listening system (4 rechargeable receivers with speaker, or a neck loop)
 - Two commercial 86" displays with articulating mounts
 - Two commercial 43" displays with ceiling mounts
 - A wireless agnostic sharing device
 - Eight low profile desktop monitors
 - Wireless handheld microphone
 - Networked Video Recorder/Streamer
 - Two HD PTZ Cameras and mounts
 - New Video Distribution system
 - New Control system
 - New DSP Audio System
 - New Touch Panel
 - New Network Switch
 - All wiring and connections (including high voltage wiring for all equipment and displays that will be branching from existing circuits)
- 

Training

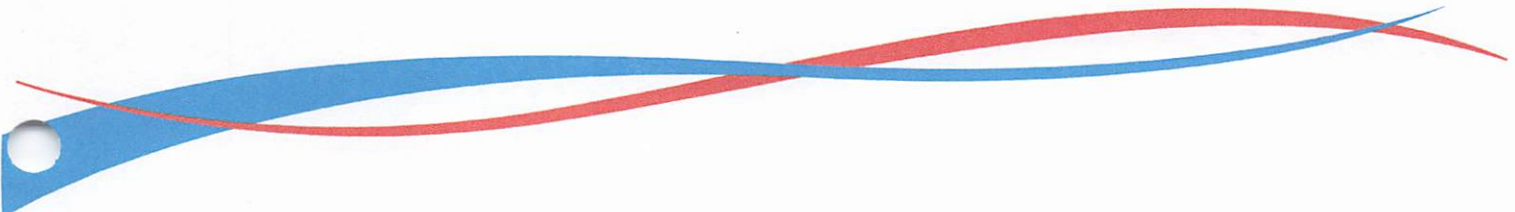
A formal system training will be conducted by GENCOMM to the facility's coordinators, technical support and/or other employees that wish to attend. The training will include a half day of the GENCOMM engineer onsite for the formal training as well additional questions the staff has. This time should be sufficient to cover the basics of the system and individual room functionality and how the head-end equipment can be used for more advanced functions.

Services

- Installation of equipment specified above.
- Test for proper installation.
- Training for new equipment.
- Cabling and connectors
- High voltage wiring is included and will be provided in this proposal using existing circuit
- Surface and finish work included (ceiling tiles Owner Furnished, Contractor Installed)

Exclusions

- none



Fees and Options

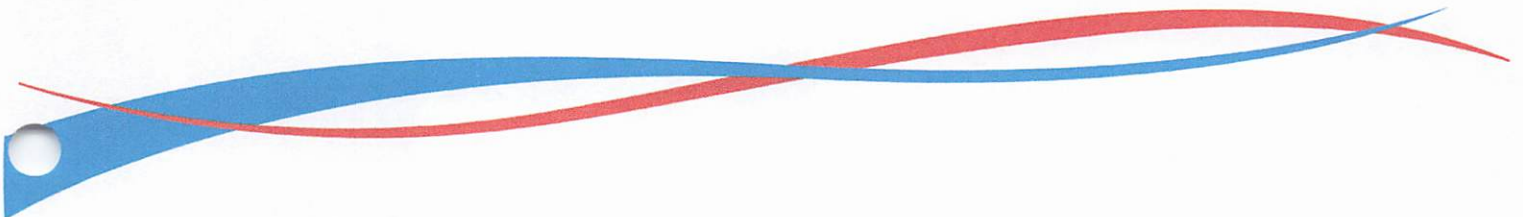
Listed below are the prices for the main system components, any additional options, and warranties.

System Components

The following are the overall components that make up the system described above:

Accept

_____ \$67,422.00 - Commission Room AV Upgrades



Warranty

GENCOMM™ warrants the system under normal use, to be free of defects in material and workmanship for the period of 90 days from the date of substantial inspection and will repair or replace at GENCOMM™'s option any equipment to be found defective. Warranty will include telephone support for assistance. Service or repair by an agency or person not authorized by GENCOMM™ renders the warranty void releasing GENCOMM™ from any further responsibility or obligation. The warranty will not apply to damage or deterioration or malfunction resulting from: 1) Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, unauthorized product modification or failure to follow instructions; 2) Problems caused by associated equipment not supplied under this contract; 3) Problems with owner-furnished equipment. Some of the major suppliers of equipment for this project may provide additional warranties that do not apply to GENCOMM™'s warranty.

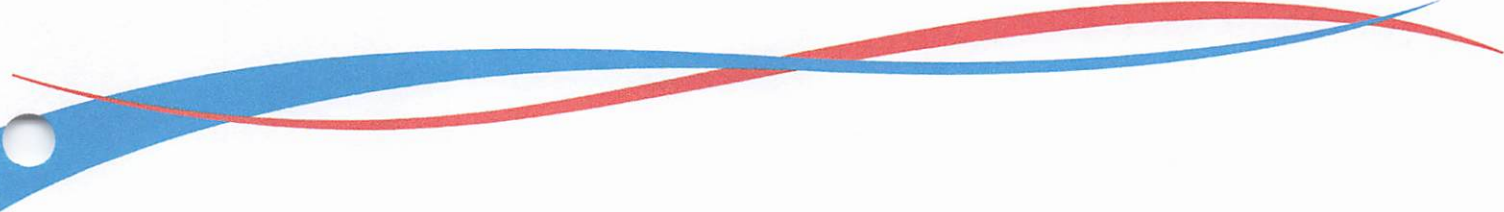
Please note, extended warranty and annual maintenance are not required and can be removed if desired prior to final contract award. The included standard warranty is 90-days from substantial completion.

Fuel Surcharge:

With respect to the fees charged for transportation of Product by truck, GENCOMM may add a reasonable surcharge to reflect increased fuel costs. The fuel surcharge will be calculated on a monthly basis, using as the base index price, the February 1, 2022 Weekly Retail On-Highway Gas Prices-Averages All Types for Midwest of \$3.45 per gallon as set out in the Energy Information Administration - DOE public website, as follows the number of full \$0.10 increases of the applicable Weekly Retail On-Highway Diesel Prices-Averages All Types for Midwest as set out in the Energy Information Administration - DOE public website for the month of delivery over \$3.45 per gallon. An estimate of 15 gallons per week will apply for each project vehicle. The weekly estimated fuel usage will be adjusted to be specific for this project.

Supply Chain Surcharge COVID-19 Implications:

With respect to the pricing included for all material supply for this project, GENCOMM may add a reasonable surcharge to reflect manufacture price increases. Many manufacturers are implementing product price increases on a quarterly basis. A written document from the manufacturer will be provided to justify the required price adjustment. The current quote for this project is based on **March 1, 2022** manufacturer pricing schedules.



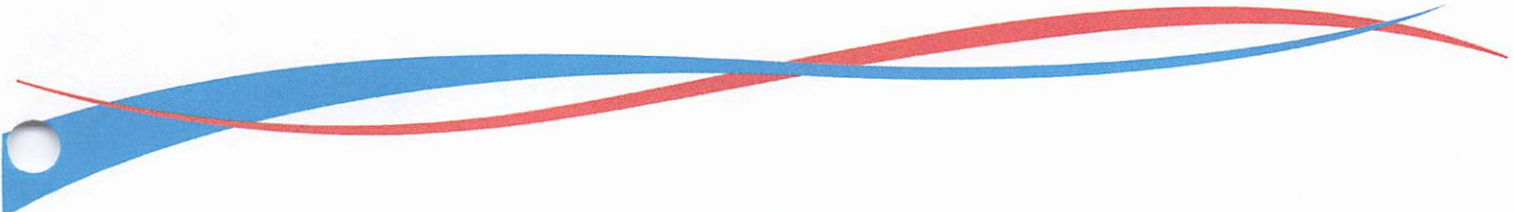
Terms

The total cost for this system package is the sum of the selected options above, amounting to: \$ _____. Payment terms must be chosen from one of the following:

- 30% down with a signed contract, 30% due upon receipt of goods in our warehouse (client may inspect property), monthly progress billing based on work performed, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- 90% down, and 10% upon project completion, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- 50% down, and 50% upon project completion, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- Lease Option. Please discuss this option with your GENCOMM™ representative for monthly payment options. Separate lease agreement required.
- Credit card. A 1.3% processing fee will be assessed for use of credit cards, or 3% fee for use of American Express. (Note: 100% will be billed on the card upfront unless one of the 30% or 50% options is also selected above)
- Card Number: _____
- Expiration Date: _____ / _____ Security Code: _____
- Name on Card: _____
- Billing Address: _____

Proposal is guaranteed for 30 days.

Installation can begin typically six (6) to eight (8) weeks from signed contract being received by GENCOMM™, but is based on availability and cannot be guaranteed.



Owner Acceptance

In accepting this Proposal, Owner agrees to the terms and conditions contained herein including those on the following page. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Owner may issue. Any changes in the system requested by the Owner after the execution of this Agreement shall be paid for by the Owner and such changes shall be

authorized in writing. In accepting this Proposal, Owner agrees to the terms and conditions contained herein including those on the reverse side. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Owner may issue. Any changes in the system requested by the Owner after the execution of this Agreement shall be paid for by the Owner and such changes shall be authorized in writing.

This Agreement is not binding unless approved in writing by an authorized Representative of GENCOMM™. In the event of failure of such approval, the only liability of GENCOMM™ shall be to return to the Owner the amount, if any, paid to GENCOMM™ upon signing of this Agreement.

Owner Signature	Printed Name	Title	Date
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GENCOMM BD Signature	Printed Name	Title	Date
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GENCOMM Signature	Printed Name	Title	Date
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Project and Billing Contact Information

Project Onsite Contact (Scheduling, Access, etc.)

Name

Phone

E-mail

Project Address

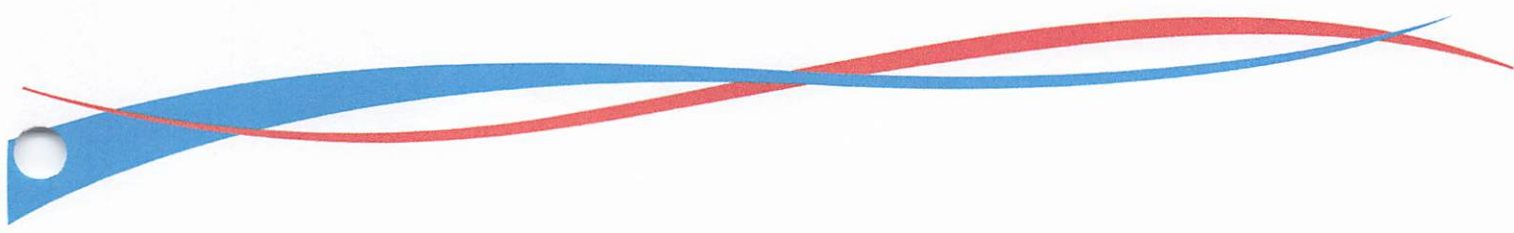
Billing Contact

Name

Phone

E-mail

Billing Address



General Provisions

The Contract represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by GENCOMM™ to fulfill GENCOMM™'s obligations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by GENCOMM™. Except for permits and fees which are the responsibility of GENCOMM™ under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges. If GENCOMM™ fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct GENCOMM™ in writing to stop the work until the correction is made. If GENCOMM™ defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, with prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting the cost of correction from payments due GENCOMM™. GENCOMM™ shall coordinate and cooperate with separate contractors employed by the Owner. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

Execution of the Contract by GENCOMM™ is a representation that GENCOMM™ has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. GENCOMM™ shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, GENCOMM™ shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to GENCOMM™ with the Contract Document; and (3) promptly report errors, inconsistencies or omissions, discovered to the Owner. GENCOMM™ shall supervise and direct the Work, using the GENCOMM™'s best skill and attention. GENCOMM™ shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Unless otherwise provided in the Contract Documents, GENCOMM™ shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. GENCOMM™ shall deliver, handle, store and install materials in accordance with manufacturer's instructions. The Owner shall be responsible to provide the following: (1) All electrical requirements for the project including but not limited to conduit, raceway, back boxes, proper ground wire, proper breakers, etc. (2) Core drilling and penetration of concrete (3) Furniture or building modifications to accommodate contracted equipment unless stated in the Contract. GENCOMM™ shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed. GENCOMM™ shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. GENCOMM™ shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. GENCOMM™ shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Owner may agree to patch portions of the work as stated in the Contract. GENCOMM™ shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. To the extent permitted by law, GENCOMM™ shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of GENCOMM™, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. GENCOMM™'s liability shall be limited to actual property damages or personal injury caused by GENCOMM™. GENCOMM™ shall not be responsible for Owner's consequential damages. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor

change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Change Order shall be a written order to GENCOMM™ signed by the Owner to change the Work, Contract Sum or Contract Time. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

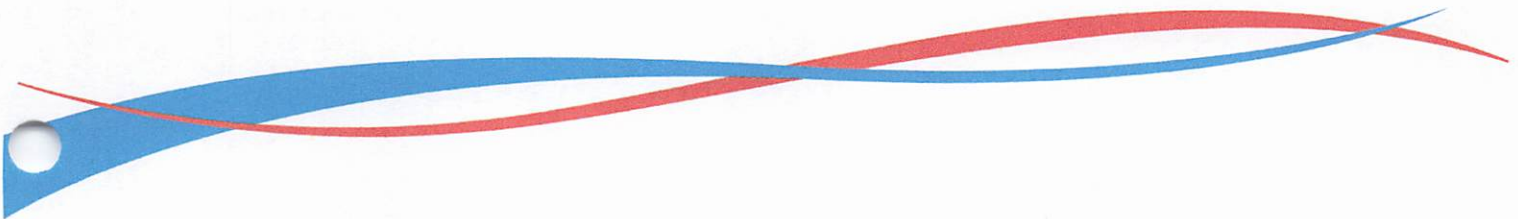
Time limits stated in the Contract Documents are of the essence of the Contract. If GENCOMM™ is delayed at any time in progress of the Work by changes ordered in the Work, or by Labor disputes, strikes, fire, riots, acts of God, unusual delay in deliveries, unavoidable casualties or other causes beyond the GENCOMM™'s control, the Contract Time shall be extended by Change Order for a reasonable time. Owner shall pay for Contract extensions exceeding 90 days. The Owner shall pay schedule compression fees to GENCOMM™ in the event the timeline is accelerated which will include overtime for all personnel associated with the project.

Upon execution of the Contract, the Owner shall make an initial payment of 30% of the Contract Sum. A second payment of 30% will be made upon receipt of the products in our warehouse for this project, (the Owner is welcome to inspect the material to verify receipt). Afterwards, based on Applications for Payment submitted by GENCOMM™, the Owner shall make progress payments on account of the Contract Sum to GENCOMM™ as provided in the conditions of the Contract as follows: Once each calendar month, the Owner shall make a progress payment to GENCOMM™ on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of each estimate until final completion and acceptance of all Work covered by this Contract: provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to GENCOMM™ thirty (30) days after Substantial Completion of the Work, provided the Work has then been completed, and the Contract fully performed and approved by the Owner. A 1.5% monthly interest charge will be assessed for any payments received after 30 days from date of invoice.

GENCOMM™ warrants that title to all Work covered by an Application for Payment will pass to the Owner upon substantial completion of the Work. GENCOMM™ further warrants that upon submittal of an Application for Payment, all Work for which certificates for Payment have been previously issued and payments received from the Owner shall, to the best of GENCOMM™'s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. When the Work or designated portion thereof is substantially complete, the Owner and GENCOMM™ shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and GENCOMM™, and shall fix the time within which GENCOMM™ shall finish all items. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Payment.

GENCOMM™ shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. GENCOMM™ shall promptly remedy damage and loss to property caused by GENCOMM™, or by anyone for whose acts GENCOMM™ may be liable.

Neither party to the Contract shall assign the Contract without written consent of the other. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public



authorities having jurisdiction shall be made at an appropriate time. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay. The Contract shall be governed by the laws of the State of Utah.

Intellectual Property. Unless designated as part of the deliverables, GENCOMM™ owns and retains ownership of all intellectual property, engineering, programming, etc. Any software or system setup written to manage the various systems for the Owner is owned by Owner. GENCOMM™. A conditional use license is granted to the Owner for the equipment installed under this contract. The Owner may not backward engineer, copy, or reuse the system design, software, object code, software and other intellectual property owned by GENCOMM™.

If Owner, Owner representative or any other person not authorized by GENCOMM makes changes to software code, settings and/or hardware configuration owned by GENCOMM, they will assume all responsibility and expenses to restore the software code, settings and/or hardware configuration to specifications outlined in the contract. Any unauthorized changes to software code, settings and/or hardware configuration made will void all warranties outlined in the contract.

The Owner shall not solicit or recruit the employees of the other Party without the prior written consent of the other Party during the term of this Agreement and for two (2) years following the termination or expiration of this Agreement. This restriction does not prohibit a party from advertising available positions and hiring persons who respond to those advertisements.

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, GENCOMM™ may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages for the entire project.

GENCOMM™ will file a Preliminary Notice (otherwise known as a "Pre Lien") or Mechanic's Lien, as indicated by state where work is carried out, with the Owner, General Contractor or other parties Generally speaking, in order to advise the property owner, and in some states, the owner's general contractor, and construction lender, that GENCOMM™ may have the right to attach a lien to the Owner's property if he or she is not paid for their services. This notice is meant to give the owner an opportunity to insure that GENCOMM™ is paid in full. This is a standard measure, carried out with all contracts to protect the interests of all parties.

If the Owner cancels the Contract prior to the commencement of actual work on the project, the Owner agrees to compensate GENCOMM™ 20% of the value of the contract amount as a cancellation fee to compensate for all work performed in preparation for the project. Any products purchased for the project will be returned to the vendor and all costs associated with return of equipment will be charged to the Owner as an additional fee beyond the cancellation fee.

As a condition to this proposal, the Parties agree to execute and accept the terms and conditions of GENCOMM™'s license agreement and the terms of a non-disclosure non-compete as they relate to the work performed on this project. This Contract falls within the jurisdiction of Salt Lake City, Utah. Any conflict resolution associated with this contract must be held in Salt Lake City, Utah.

If any term or condition of this Contract does not comply with current law, all other terms and conditions remain in full effect and are not voided.

In mutual consideration of the covenants and conditions contained in this Agreement, the Parties additionally agree as follows:

DEFINITIONS.

Confidential Information. "Confidential Information" shall include but not be limited to any facts, opinions, conclusions, projections, data, or trade secrets relating to either Party's work in progress, future work, product marketing, or financial matters transmitted by one Party ("Disclosing Party") to the other Party ("Receiving Party"), in written or other tangible form (including magnetic or optical media), or by oral, visual or other means. If confidential information is disclosed in writing, it must be clearly labeled as "confidential." If it is disclosed orally, the Disclosing Party must summarize the information in writing and confirm that is confidential within 10 days after its oral disclosure to the Receiving Party. Exceptions to Definition of Confidential

Information. Confidential Information as defined in this Agreement shall not include information that: (i) was known to the Receiving Party without obligation to keep confidential at the date of disclosure by the Disclosing Party; (ii) is after the date of disclosure acquired by the Receiving Party in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Confidential Information; (iii) was, in its entirety and at the time of its disclosure, in the public knowledge or has become public knowledge during the term of this Agreement otherwise than by reason of the Receiving Party's neglect or breach of this Agreement or any other agreement; or (iv) is independently developed by the Receiving Party without access to any or all of the Confidential Information.

TERM/TERMINATION/RETURN OF DOCUMENTS.

Term. This Agreement shall begin on the Effective Date and continue in full force and effect for a period of two (2) years on which date this Agreement shall expire and not automatically renew, unless earlier terminated by either Party as set forth herein. Nevertheless, the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement and shall continue for a period of three (3) years.

Termination. Either Party may terminate this Agreement for any reason with five (5) days prior written notice.

Return of Documents. Upon the date of expiration or termination of this Agreement, or at any time during the term of this Agreement upon written request by the Disclosing Party, the Receiving Party shall return or destroy, in the Disclosing Party's sole discretion, all Confidential Information in its possession, including all copies, within five (5) days and provide a written confirmation of the action taken.

DUTY OF NON DISCLOSURE.

Description of Duty. The Receiving Party shall do the following: (i) keep in strict confidence and in safe custody any Confidential Information disclosed to the Receiving Party by the Disclosing Party, exercising the same duty of care used to maintain as confidential the Receiving Party's own Confidential Information and at a minimum a reasonable duty of care; (ii) not use or exploit any Confidential Information other than as described herein or as is reasonably necessary for the Purpose; (iii) not copy or reproduce any or all of the Confidential Information except as is reasonably necessary for the Purpose; (iv) not distribute, disclose or disseminate Confidential Information to anyone except with the prior written consent of the other party; and (v) not embody any Confidential Information in other work or otherwise use Confidential Information to develop anything except as provided herein.

Disclosure within Receiving Party. The Receiving Party may only disclose Confidential Information on a need to know basis to its employees.

Disclosure by Law or Regulation. The Receiving Party shall have no such duty to keep Confidential Information where the Receiving Party is required by law, judicial order, the regulations of a government department or agency or other regulatory authority to disclose Confidential Information to a third party, in which event the Receiving Party shall first consult with and take into account the reasonable requirements of the Disclosing Party in relation to such disclosure.

EXCLUSION OF WARRANTIES/IP INDEMNIFICATION. Neither Party warrants the accuracy or completeness of any Confidential Information. All implied warranties or representations to that effect are hereby excluded. Notwithstanding the foregoing, the Disclosing Party warrants that it possesses sufficient rights to disclose to the Receiving Party as set forth herein any third party intellectual property contained in Confidential Information, and the Disclosing Party shall defend, indemnify and hold harmless the Receiving Party from any claims by third parties of infringement of intellectual property rights or wrongful disclosure arising from use of Confidential Information by the Receiving Party as described herein and as is otherwise reasonably necessary for the Purpose. As a condition to the foregoing indemnity obligations, the indemnified Party (Receiving Party) shall provide the indemnifying Party (Disclosing Party) with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying Party (Disclosing Party) in connection with any such claim. The indemnifying Party (Disclosing Party) shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing and at the indemnifying Party's (Disclosing Party's) expense.

NON TRANSFERENCE OF RIGHTS. Nothing in this Agreement shall be construed as transferring any rights, title or license to Confidential Information, except for use of Confidential Information as described herein or as is otherwise reasonably necessary for the Purpose. All Confidential Information shall at all times remain the property or license of the Disclosing Party.

EQUITABLE RELIEF. The Parties acknowledge and agree that Confidential Information, as well as the intellectual property contained therein, is unique and valuable, and that breach of the terms and conditions herein will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without posting bond. Any such relief shall be in addition to and not in lieu of any monetary damages.

ASSIGNMENT. Neither Party shall assign or otherwise transfer this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of the other Party.

WAIVER. Any delay or failure by either Party to insist upon strict performance of any term or condition or to exercise any right or remedy provided herein shall not be a waiver of such Party's right to demand strict compliance with that term or condition or right or remedy in the future.

NOTICES. Unless otherwise specified herein, all notices, requests, or consents required to be given in writing hereunder shall be transmitted by facsimile, hand delivered, or mailed, first class, postage prepaid, and addressed as indicated in this document, unless either Party notifies the other Party, in writing, of a change in the addressee:

PUBLICITY. Company/Individual shall not make any news release, public announcement, advertisement or publicity concerning anything under this Agreement without the prior written consent of both Parties.

SEVERABILITY. If any term or condition or portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each remaining term or condition hereof shall continue with full force and effect.

GOVERNING LAW AND VENUE. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Utah, without reference to the principles of conflict of laws. Suit under this Agreement with the exception of suits brought solely for injunctive relief shall only be brought in a court of competent jurisdiction in the State of Utah.

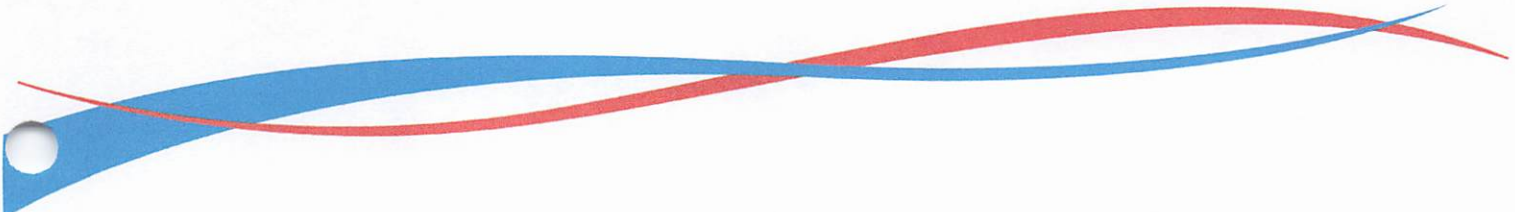
SOFTWARE LICENSE AGREEMENT

This Software License is made by General Communications, Inc, (GENCOMM™), to the Owner as an essential element of the services to be rendered by GENCOMM™ as defined in the system specification and any associated documents and agreement. System shall mean the deliverable product as defined in these documents. Owner and GENCOMM™ agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.

SECTION 1 LICENSE GRANT AND OWNERSHIP

GENCOMM™ hereby grants to Owner a worldwide, perpetual, non-exclusive, non-transferable license to all software owned by GENCOMM (the "Software") for Owner's use in connection with the establishment, use, maintenance and modification of the system implemented by GENCOMM™. Software shall mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by GENCOMM™ and accepted by the Owner.

Except as expressly set forth in this paragraph, GENCOMM™ shall at all times own all intellectual property rights in the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Owner for the sole benefit of Owner. Owner may supply to GENCOMM™ or allow GENCOMM™ to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by



Owner. All such intellectual property shall remain the exclusive property of Owner and shall not be used by GENCOMM™ for any purposes other than those specifically authorized in writing by Owner.

SECTION 2 COPIES, MODIFICATION AND USE

Owner may make copies of the Software for archival purposes and as required for modifications to the system. All copies and distribution of the Software shall remain within the direct control of customer and its representatives. Owner may make no modifications to the Software. This Software License confers no right in Owner to license, sublicense, sell, or otherwise authorize the use of the Software by any third parties, except in connection with the use of the particular system as part of Owner's business. All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the software made by any party other than GENCOMM™.

SECTION 3 WARRANTIES AND REPRESENTATIONS

GENCOMM™ represents and warrants to Owner that: It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Owner. The goods and services provided by GENCOMM™ under this Software license, including the software and all intellectual property here provided, are original to GENCOMM™ or its subcontractors or partners. The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation. Throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with the system specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement. Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of noninfringement of third party intellectual property rights.

SECTION 4 INDEMNIFICATION

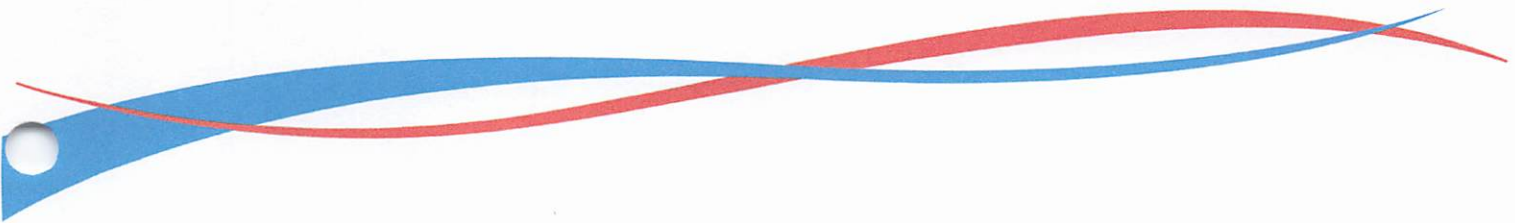
GENCOMM™ hereby indemnifies and shall defend and hold harmless Owner, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against liability, damages, loss, cost or expense, including but not limited to reasonable attorney's fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by GENCOMM™ infringes or otherwise violates any rights of any such third party.

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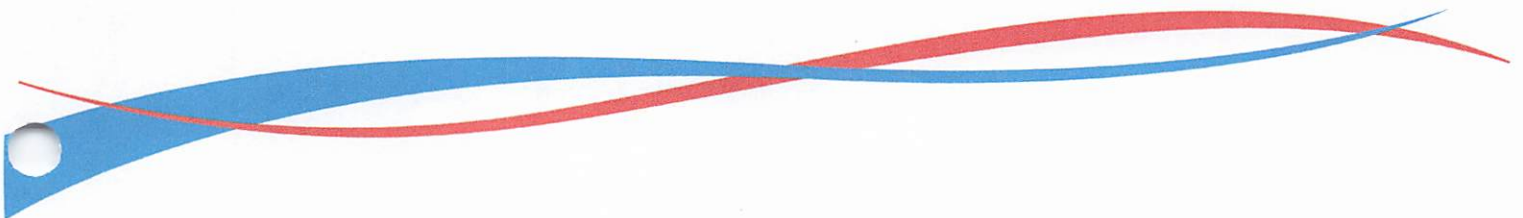
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County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 02/07/2023 Time Requested: _____
Name: Brenda Nelson Phone: (801) 845-4036
Address: 48 W Young St Rm 21/ PO BOX 886
Email: bnelson@morgancountyutah.gov Fax: _____
Associated County Department: Recorder

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Request Morgan County Commission to accept 2 Quit Claim Deeds that were deeded to Morgan County, Utah (grantee) From The UTAH DEPARTMENT OF TRANSPORTAION (grantee)

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

F4



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

Morgan County

Tax ID No. Not Assessed

PIN 990080

Project No. I-80N-6(11)71

Parcel No. 80N-6:204:A2Q

00-0002-2812

00-0002-2830

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Morgan County, Utah, Grantee, at 48 West Young Street, Morgan, County of Morgan, State of Utah zip 84050, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Morgan County, State of Utah, to-wit:

A tract of land, being part of an entire tract of property situate in Lot 1 and Lot 2 of Section 27, T. 4 N., R. 3 E., S.L.B.& M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the southerly Highway Right of Way and No-Access Line and the southerly Highway Right of Way Line of Interstate Highway I-80N (N.K.A. I-84) known as UDOT Project I-80N-6(11)71, which point is approximately 1641 feet West and 935 feet South from the Northeast corner of said Section 27 which point is designated as point "C"; and running thence N.9°08'18"E. 103.63 feet to the Southerly No-Access Line of said Interstate Highway I-80N to a point designated as point "D"; thence along said southerly No-Access Line the following five (5) courses and

Page 2

PIN 990080
 Project No. I-80N-6(11)71
 Parcel No. 80N-6:204:A2Q

distances: (1) northerly 303.80 feet along the arc of a 779.50-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.21°50'31"E. for a distance of 301.88 feet, Central Angle=22°19'49"); thence (2) N.33°00'26"E. 109.35 feet to the point of curvature of a 532.96-foot radius curve to the right; thence (3) northeasterly 273.25 feet along the arc of said curve (Note: Chord to said curve bears N.47°41'41"E. for a distance of 270.26 feet, Central Angle=29°22'31"); thence (4) easterly 736.10 feet along the arc of a 851.93-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.86°54'14"E. for a distance of 713.41 feet, Central Angle=49°30'20"); thence (5) southeasterly 280.80 feet along the arc of a spiral which is concentric with and 103.00 feet radially distant southwesterly from a 350.0 foot ten-chord spiral for a 6°00' curve to the right on the control line of said UDOT Project I-80N-6(11)71 (Note: Chord to said curve bears S.61°50'24"E. for a distance of 280.43 feet) to the northerly Right of Way Line of the Union Pacific Railroad Company right of way; thence S.74°32'09"W. 112.69 feet, more or less, along said northerly Union Pacific Railroad Company Right of Way Line to said southerly Highway Right of Way Line; thence along said southerly Highway Right of Way Line the following nine (9) courses and distances: (1) westerly 155.13 feet along the arc of a 1085.92-foot radius non tangent curve to the left (Note: Chord to said curve bears N.68°00'29"W. for a distance of 155.00 feet, Central Angle=8°11'06"); thence (2) N.71°08'47"W. 192.07 feet; thence (3) westerly 245.77 feet along the arc of a 1105.92-foot radius non-tangent curve to the left (Note: Chord to said curve bears N.88°28'01"W. for a distance of 245.26 feet, Central Angle=12°43'58"); thence (4) S.85°10'00"W. 45.91 feet to the point of curvature of a 532.96-foot radius curve to the left; thence (5) southwesterly 371.55 feet along the arc of said curve (Note: Chord to said curve bears S.65°11'42"W. for a distance of 364.07 feet, Central Angle=39°56'35"); thence (6) S.29°02'03"W. 182.69 feet; thence (7) southerly 143.75 feet along the arc of a 512.98-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.17°11'19"W. for a distance of 143.28 feet, Central Angle=16°03'22"); thence (8) S.9°10'47"W. 72.35 feet; thence (9) southwesterly 217.55 feet along the arc of a 160.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.48°07'07"W. for a distance of 201.17 feet, Central Angle =

Page 3

PIN 990080
Project No. I-80N-6(11)71
Parcel No. 80N-6:204:A2Q

77°54'15") to the point of beginning. The above described tract of land contains 146,924 square feet or 3.373 acres, more or less.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on this tract.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

In the event Grantee transfers the property or uses the described property for uses inconsistent with roadway purposes, the property shall automatically revert to, vest in and become the fee property of the Utah Department of Transportation and assigns.

Continued on Page 4

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PIN 990080
Project No. I-80N-6(11)71
Parcel No. 80N-6:204:A2Q

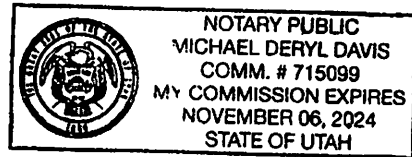
Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above tract of land is granted without access to or from the adjoining freeway over and across the northwesterly boundary line except between designated Point "C" and designated Point "D".

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

By Charles A. Stormont
Charles A. Stormont, Director of Right of Way

On this 20th day of September, in the year 2022, before me personally appeared Charles A. Stormont, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.

[Signature]
Notary Public



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

Morgan County

Tax ID No. Not Assessed

PIN 990080

Project No. I-80N-6(11)71

Parcel No. 80N-6:204:AQ

00-0002-2812
00-0002-2838

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Morgan County, Utah, Grantee, at 48 West Young Street, Morgan, County of Morgan, State of Utah zip 84050, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Morgan County, State of Utah, to-wit:

A tract of land, being part of an entire tract of property situate in Lot 2 of Section 27, T. 4 N., R. 3 E., S.L.B.& M. The boundaries of said tract of land are described as follows:

Beginning at a point in the northerly right of way line of Interstate Highway I-80N (N.K.A. I-84) known as UDOT Project I-80N-6(11)71, which point is approximately 2058 feet West and 700 feet South from the Northeast corner of said Section 27; and running thence along said northerly right of way line the following five (5) courses and distances: (1) Northerly 65.00 feet, along the arc of a 150.00-foot radius curve to the right (Note: Chord to said curve bears N.20°34'12"E. for a distance of 64.49 feet, Central Angle=24°49'42"); thence (2) N.34°10'00"E. 237.78 feet; thence

Page 2

PIN 990080
Project No. I-80N-6(11)71
Parcel No. 80N-6:204:AQ

(3) northeasterly 564.16 feet along the arc of a 1313.24-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.45°47'52"E. for a distance of 559.83 feet, Central Angle=24°36'51"); thence (4) N.58°40'00"E. 43.11 feet; thence (5) S.31°20'00"E. 86.38 feet to the northerly no-access line of said Interstate Highway I-80; thence along said northerly no-access line the following four (4) courses and distances: (1) southwesterly 287.44 feet along the arc of a 1014.93-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.54°31'56"W. for a distance of 286.48 feet, Central Angle=16°13'35"); thence (2) S.46°25'08"W. 86.15 feet to a point of curvature with a 776.20-foot radius curve to the left; thence (3) southwesterly 480.93 feet along the arc of said curve (Note: Chord to said curve bears S.28°40'08"W. for a distance of 473.28 feet, Central Angle=35°30'00"); thence (4) S.11°10'00"W. 32.52 feet to a point designated as point "A"; thence S.4°37'49"W. 87.84 feet to said northerly highway right of way line to a point designated as point "B"; thence northwesterly 210.88 feet along the arc of a 150.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.32°07'06"W. for a distance of 193.93 feet, Central Angle=80°32'54") along said right of way line to the point of beginning. The above described tract of land contains 86,662 square feet or 1.990 acres.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Page 3

PIN 990080
Project No. I-80N-6(11)71
Parcel No. 80N-6:204:AQ

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on this tract.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

In the event Grantee transfers the property or uses the described property for uses inconsistent with roadway purposes, the property shall automatically revert to, vest in and become the fee property of the Utah Department of Transportation and assigns.

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above tract of land is granted without access to or from the adjoining freeway over and across the southeasterly boundary line except between designated Point "A" and designated Point "B".

Continued on Page 4



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23 Time Requested: 10 min

Name: Sheriff Corey Stark/Chief Deputy Sheriff Jim Wagner

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

Sheriff's Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion

A new bill is being presented next year. This bill will ensure that during school hours there is always a Deputy within 6 minutes from any and all schools within our County.

No back up documentation, just creating awareness.

more info in the future

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
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Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23 Time Requested: 10 min

Name: Sheriff Corey Stark/Chief Deputy Sheriff Jim Wagner

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

Sheriff's Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision

Updating the contract with our Veterinarian clinic, they are raising the monthly rental price for the kennels.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 02/07/2023 Time Requested: _____
Name: Blaine FACKRELL Phone: (801) 668-0101
Address: 3370 S Hwy 66
Email: bfackrell@morgancountyutah.gov Fax: _____
Associated County Department: Commission/ATAB

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

preliminary draft review of the Active Transportation (trails) Plan for the county.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

F7



MORGAN COUNTY ACTIVE TRANSPORTATION PLAN

Prepared for:
UDOT REGION 1

November 2022



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DRAFT

MORGAN COUNTY ACTIVE
TRANSPORTATION PLAN



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ACKNOWLEDGMENTS

Project Team

Chris Chestnut, *UDOT*
Hugh Van Wagenen, *WFRC*
Julie Bjornstad, *Morgan County –
Ogden Valley RPO*

Consultant Team

FEHR & PEERS
Tim Baird, *Project Manager*
Jon Nepstad, *Principal Planner*
Kathrine Skollingsberg,
*Transportation Planner &
Graphic Designer*
Calvin Clark, *Transportation
Engineer*
Katelynn Hall, *Planner*

Stakeholders

MORGAN COUNTY ACTIVE TRANSPORTATION ADVISORY BOARD

Josh Bond
Scott McMillan
Ron Niederhauser
Preston Niederhauser
Mike Loveland
Jared Allen
Davy Ratchford

MORGAN COUNTY

Josh Cook, *Planning Director*
Blaine Fackrell, *County
Commissioner*

MORGAN CITY

Teresa Shope, *Deputy Treasurer*

DRAFT



INTRODUCTION

Plan Overview

The Morgan County Active Transportation Plan is intended to provide Morgan County and partner entities, including the Utah Department of Transportation (UDOT) and Morgan City, with a framework for improving regional bicycling, walking, and other active transportation facilities. These improvements can make riding and walking in Morgan County safer and more enjoyable, benefitting both local residents and those who visit Morgan County for recreation.

To date, only a handful of active transportation facilities (including sidepaths, shared use paths, and bike lanes) have been built in Morgan County. Investments in new and improved routes for people to walk and ride for both recreation and practical transportation offer numerous benefits. Quality active transportation facilities can:

- Reduce conflicts between vehicular traffic, cyclists, and pedestrians.
- Improve safety for new and existing users, especially youth and families.
- Enable and encourage recreational and practical cycling to a broader range of destinations.
- Attract outdoor recreation visitation to Morgan County, providing economic opportunities for existing residents and businesses.

The structure of this plan is as follows:

- **Existing Conditions** reviews prior planning efforts, existing active transportation conditions and usage patterns, and safety data, forming the foundation of data for subsequent chapters of the Plan.
- **Community and Stakeholder Engagement** describes efforts to inform and solicit feedback from Morgan County residents and other relevant stakeholders on active transportation conditions and improvements.
- **Recommendations** presents planned facilities, improvements, and programs that can enhance Active Transportation in Morgan County, from low-cost near-term strategies to long-term projects.
- **Implementation** provides guidance on how the Plan's recommendations can be progressed from ideas to improvements on the ground, including funding sources and partnership opportunities.

Purpose and Goals

At the outset of the planning process for the Morgan County Active Transportation Plan, the project team met with Morgan County stakeholders to hear local concerns related to active transportation in the County and their goals and desires for the project. The issues and concerns voiced in this process were consolidated into five overarching goals and objectives, which were verified with the stakeholder group at a subsequent meeting to ensure they captured all major considerations for the Plan. These goals are:

1. Make walking and cycling in Morgan County safer for all users, including families and youth
2. Identify and plan an alignment to connects Morgan and Mountain Green with a predominantly off-road bike facility
3. Improve access to park and ride locations, trailheads, schools, and destinations beyond Morgan County



4. Develop strategies to promote Morgan County as a recreational destination and support economic development
5. Identify appropriate funding sources to build active transportation facilities and prepare Morgan County for successful funding applications

DRAFT



EXISTING CONDITIONS

Study Area Overview

Morgan County is located in Morgan Valley, within the Wasatch Mountain Range. It is situated east of the greater Wasatch Front. It is surrounded by Davis, Rich, Weber, Summit, and Salt Lake Counties. Access to the area is primarily serviced by I-84, SR-167, and SR-65. The area, like much of the surrounding region, is facing growth and development pressures. Formally founded in 1862, Morgan County has experienced significant population growth in recent decades, increasing from 5,528 residents in 1990 to over 12,000 residents in 2020.¹

Morgan Valley is characterized by swaths of agricultural land with limited commercial and industrial uses concentrated in the communities of Morgan City and Mountain Green. The remaining areas in the county are primarily single-family residential in small settlements, such as in Peterson and Taggart, and along key roadways, such as the single-family homes that line much of Morgan Valley Drive. Mining and extraction industries are distributed throughout the county, primarily in the foothills in close proximity to I-84 and the railroad. The valley is also home to many national and regional recreation sites, such as East Canyon State Park, Lost Creek State Park, ski and golf areas, along with a naturally scenic character provided by the surrounding mountain ranges. The Weber River bisects the county in an east-to-west direction that parallels I-84.



Figure 1: Scenic Views from Central Morgan County

¹ Source: Kem C. Gardner Policy Institute, https://gardner.utah.edu/wp-content/uploads/29_Morgan_County_Demographic_Trends_1990_2010.pdf



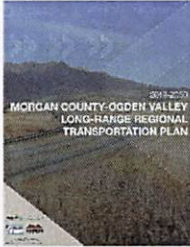
Existing Plans

As part of the Morgan County Active Transportation Plan, the project team reviewed the active transportation components of three relevant previous plans to establish a baseline of understanding on which to build this plan.

- Morgan County-Ogden Valley Long-Range Regional Transportation Plan 2019-2050 (2019)
- Morgan County General Plan (2022)
- Morgan City General Plan (2022)

Active transportation addresses human-powered forms of traveling from one point to another. This primarily includes walking and bicycling but also includes skateboarding, scootering, equestrian travel, and other mobility devices. The active transportation-relevant elements of each of these plans are summarized below.

Morgan County-Ogden Valley Long-Range Regional Transportation Plan 2019-2050 (2019)



The Long-Range Regional Transportation Plan (“LRP”) is the regional transportation planning vision created by the Morgan County-Ogden Valley Rural Planning Organization (“MCOV”) with direct input from communities and feedback from stakeholders and the public. This plan is intended to set forth a strategy for regional transportation investments for vehicle, transit, and active transportation modes according to the collective vision of increasing the region’s quality of life. The plan also details investment recommendations to achieve the plan in a phased approach:

- Phase 1: 2019 – 2030
- Phase 2: 2031 – 2040
- Phase 3: 2041 – 2050

The LRP calls for approximately 30 miles of new active transportation projects within Morgan County, with the Young Street Bridge AT crossing and trail facilities recommended in Phase 1: 2019 – 2030, 9.5 miles of facilities recommended in Phase 2: 2031 – 2040, and 20 miles recommended in Phase 3: 2041 – 2050. This document lists the planned transportation projects for each city in Morgan County and parts of Weber County. **Table 1** and **Figure 2** show the planned active transportation projects fully or partially contained within Morgan County.



Table 1: MCOV LRP Adopted Transportation Projects

PROJ #	IMPROVEMENT	PROJECT TYPE	LOCATION	Length (MI)
19-17	Bike facility	Active transportation	Old Highway Road; SR-167 to 300 North	8.55
19-18	Bike facility	Active transportation	Morgan Valley Drive; 4300 North to SR-66	11.51
19-21	Active transportation crossing and trail extension	Active transportation	Young Street bridge	N/A
19-22	Lighting and signage improvements	Active transportation	Morgan Elementary, Middle, & High School area	N/A
19-13	Gateway, signs, overlook, and trailhead	Recreation	SR-167, Trapper's Loop; SR-39 to Old Highway Road	9.52

Source: MCOV Long Range Plan

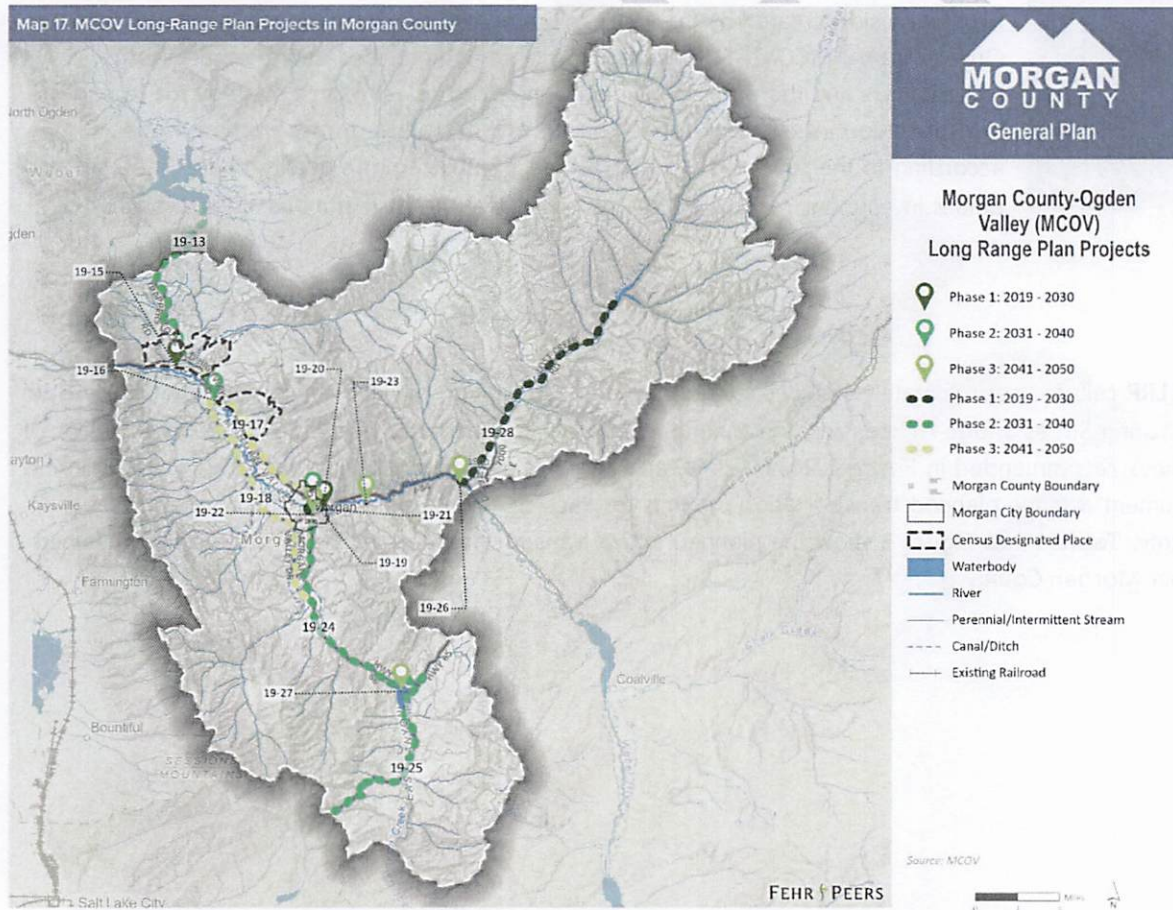
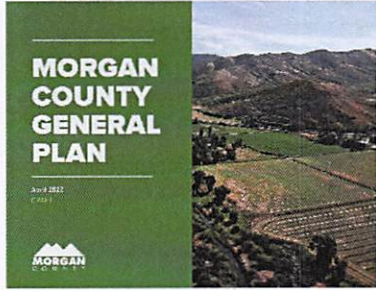


Figure 2. MCOV Long-Range Plan Projects in Morgan County. Source: Morgan County General Plan, MCOV LRP.



Morgan County General Plan (2022)



The Morgan County General Plan was completed in 2022. This document provides a future county vision and policy guidance that reflects current and projected future needs and priorities for the County. The transportation and circulation chapter focuses on transportation facilities and elements to meet current and future demands in close coordination with active transportation considerations to improve the county's transportation safety and connectivity. Existing active transportation facilities, including soft surface trails, are shown in **Figure 3**, with a more in-depth view of the Mountain Green/Enterprise area in **Figure 4**.

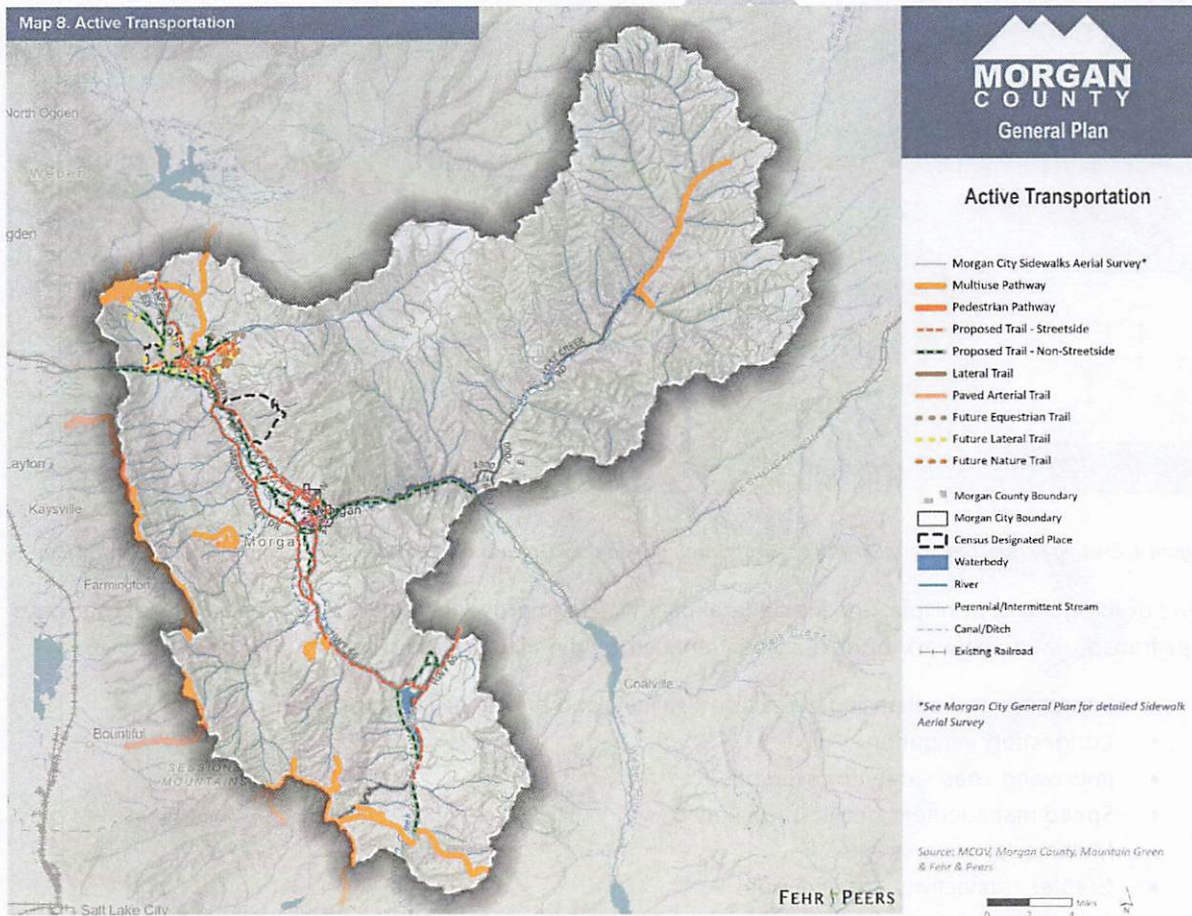


Figure 3. Existing countywide Active Transportation facilities. Source: Morgan County General Plan.

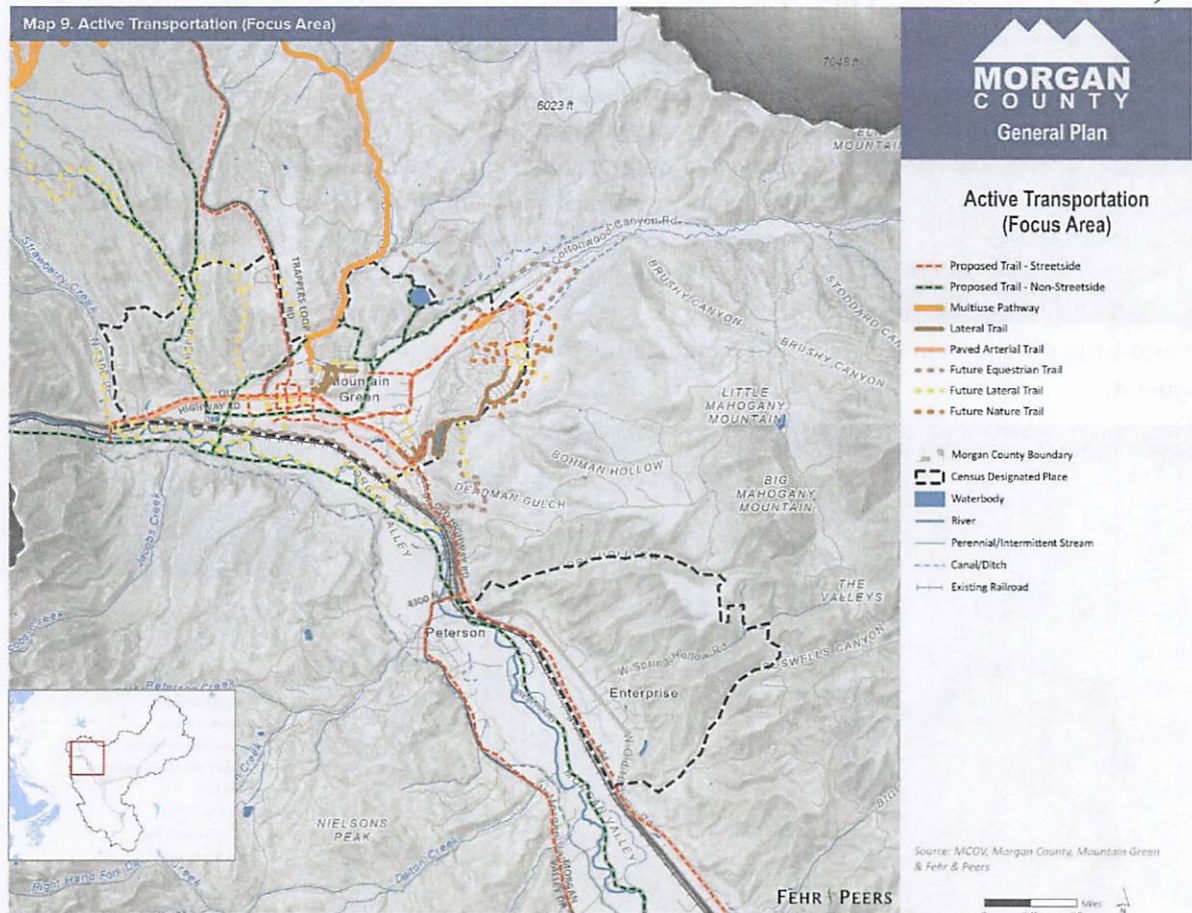


Figure 4. Existing Active Transportation facilities in and around Mountain Green and Enterprise. Source: Morgan County General Plan.

One of the guiding principles for the general plan was to improve the safety and connectivity of roadways. Key transportation network opportunities identified by the Plan are as follows:

- Improving and enhancing the active (walking and bicycling) transportation network
- Congestion mitigation
- Improving road safety for everyone
- Speed management and traffic calming
- Multimodal main streets
- Greater connectivity for all modes
- Greater access for everyone for everybody regardless of mode

These have cumulatively informed the development of the General Plan's recommendations, which reflect the MCOV RTP adopted plan projects, in addition to enhanced safety and connectivity analyses, community feedback, and community outreach results.

This plan carries forward the MCOV's LRP adopted projects and other transportation projects that have come out of the General Plan process. These projects are currently unprioritized but are included below in **Table 1** (with Active Transportation projects highlighted) and also shown in **Figure 5** and **Figure 6**.

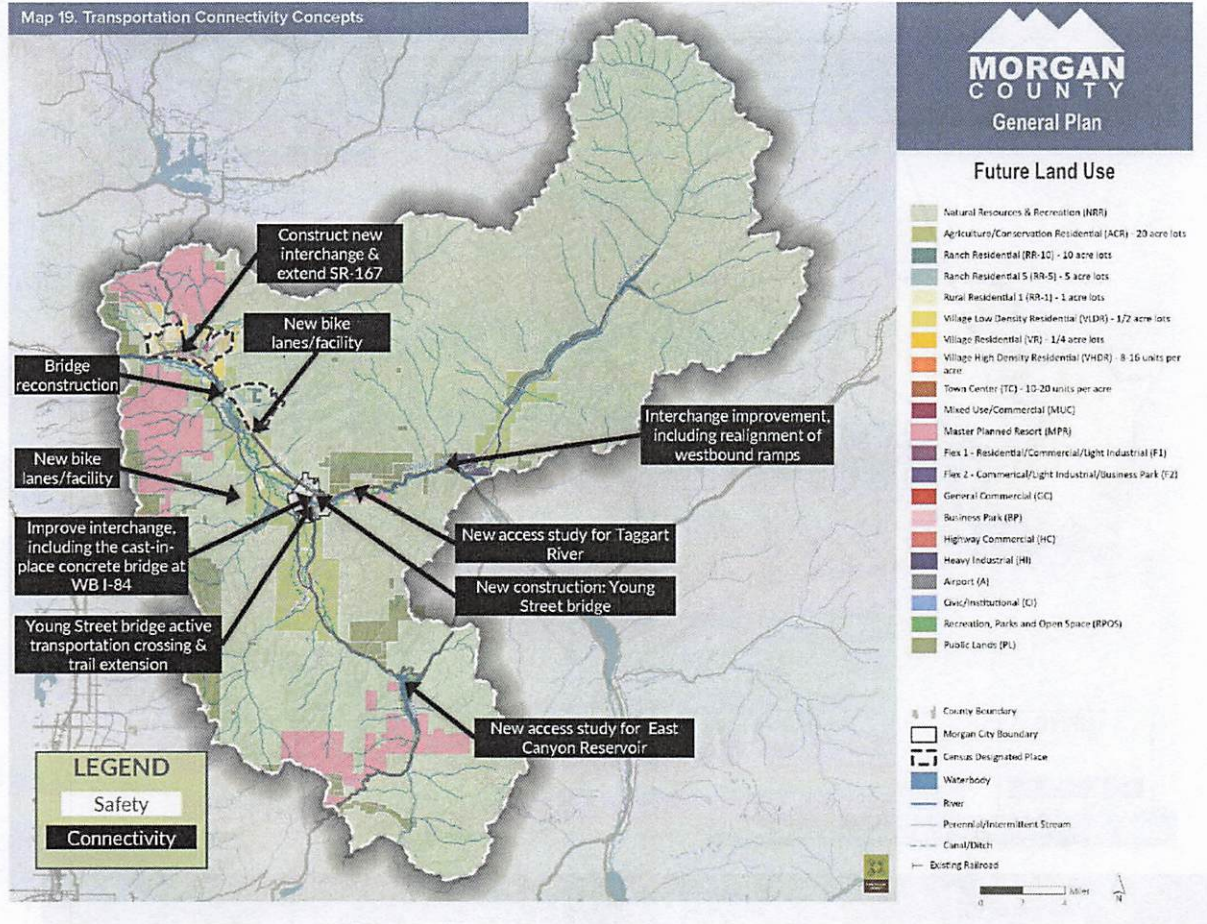


Figure 5. Transportation and Connectivity Concepts in Morgan County. Source: Morgan County General Plan.

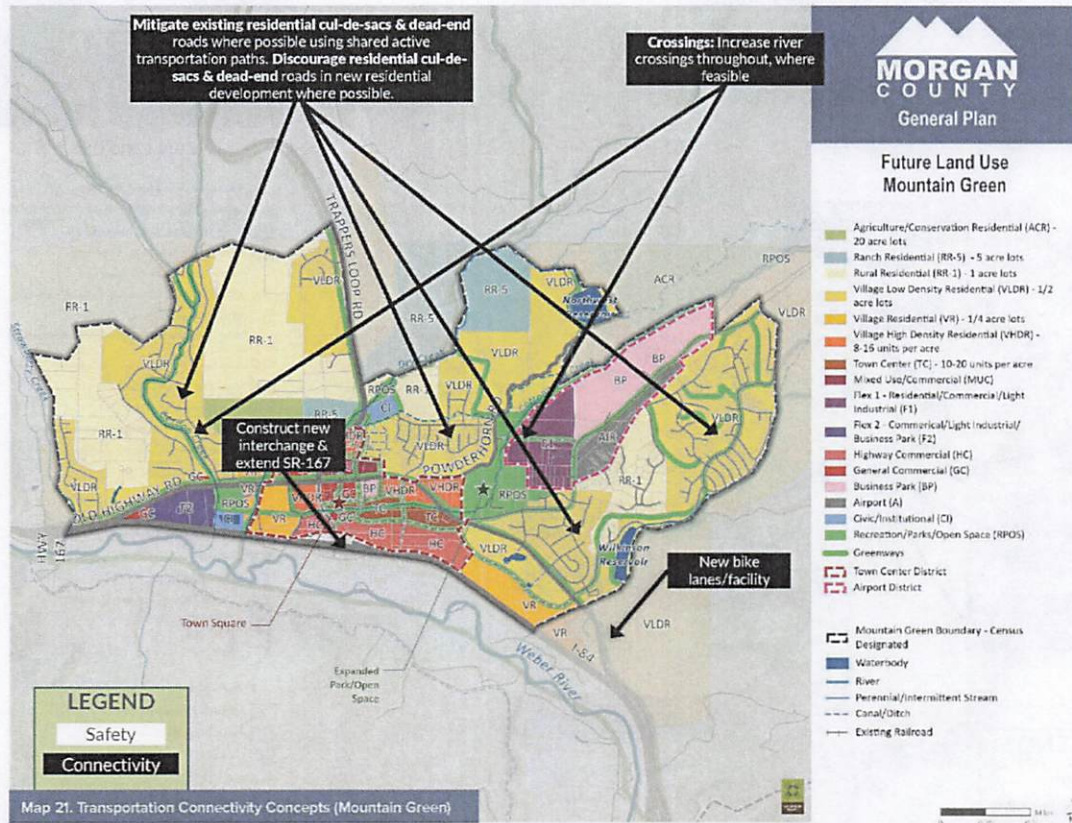
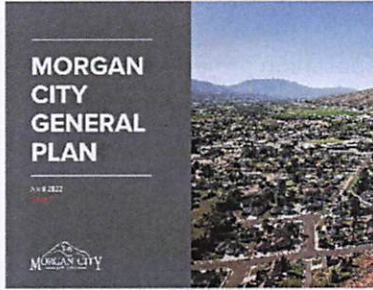


Figure 6. Transportation and Connectivity Concepts in Mountain Green. Source: Morgan County General Plan.



Morgan City General Plan (2022)



The Morgan City General Plan is the city's primary planning policy document. The most recent update to the general plan was in 2022. This plan establishes general guiding principles in several areas, including transportation. The guiding principle for transportation is to improve the safety and connectivity of roadways in the community. This includes transportation facilities and elements to meet current and future demands in close coordination with active transportation considerations.

Morgan City has approximately 19 miles of existing active transportation infrastructure, mostly sidewalks, as shown in **Figure 7**.

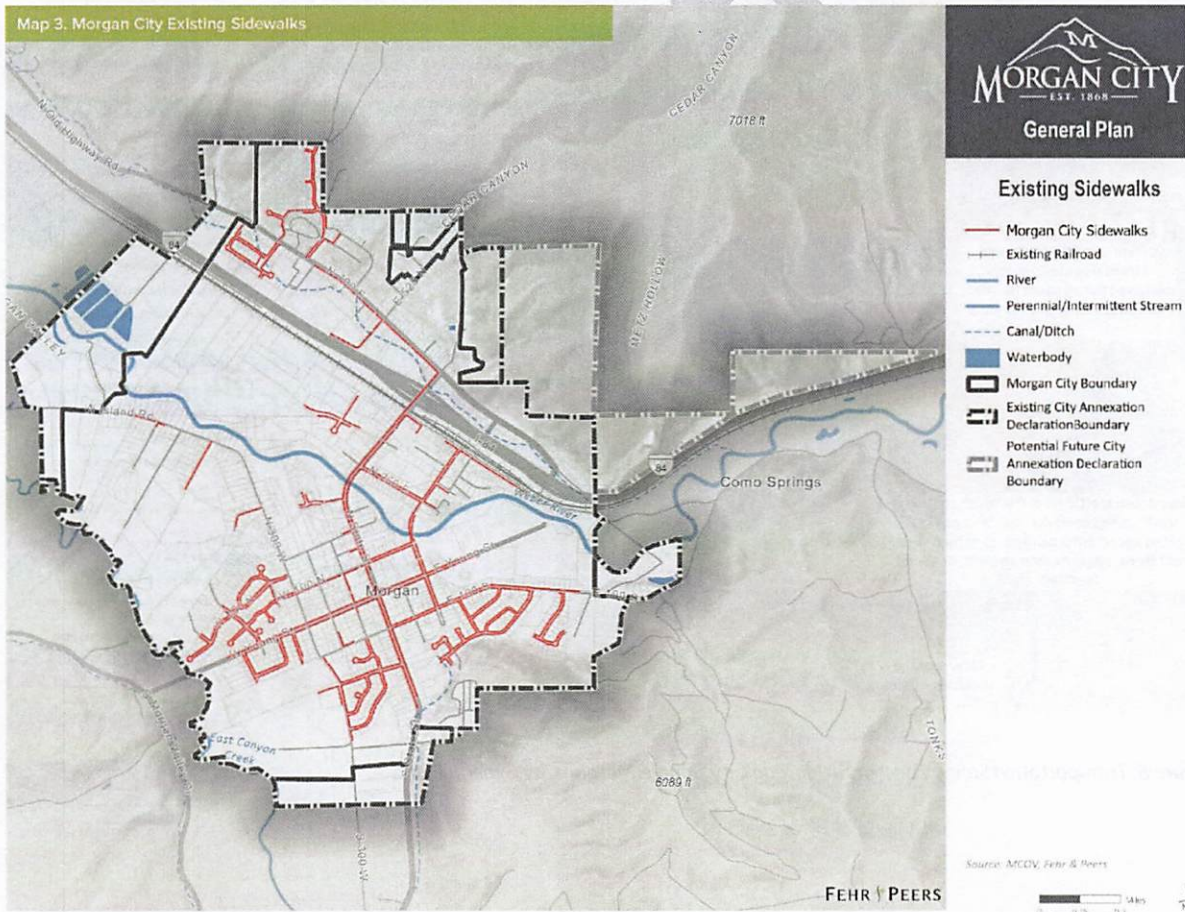


Figure 7. Existing Sidewalks in Morgan City. Source: Morgan City General Plan.

The transportation guiding principle indicates that improving the safety and connectivity of roadways in the community is an important consideration of the general plan. Morgan City identified key transportation network opportunities to help achieve this directive, including speed management, traffic calming, pedestrian opportunities, multimodal main streets, school connections, bridges, and improving access for everybody regardless of mode. These recommendations are based on the MCOV LRP adopted



plan projects and are built upon and enhanced with safety and connectivity analyses, community feedback, and outreach results.

This plan carries forward the MCOV's LRP adopted projects and other transportation projects that have come out of the general plan planning process. These projects are currently unprioritized but are included below in **Table 1** (with Active Transportation projects highlighted) and also shown in **Figure 8** and **Figure 9**.

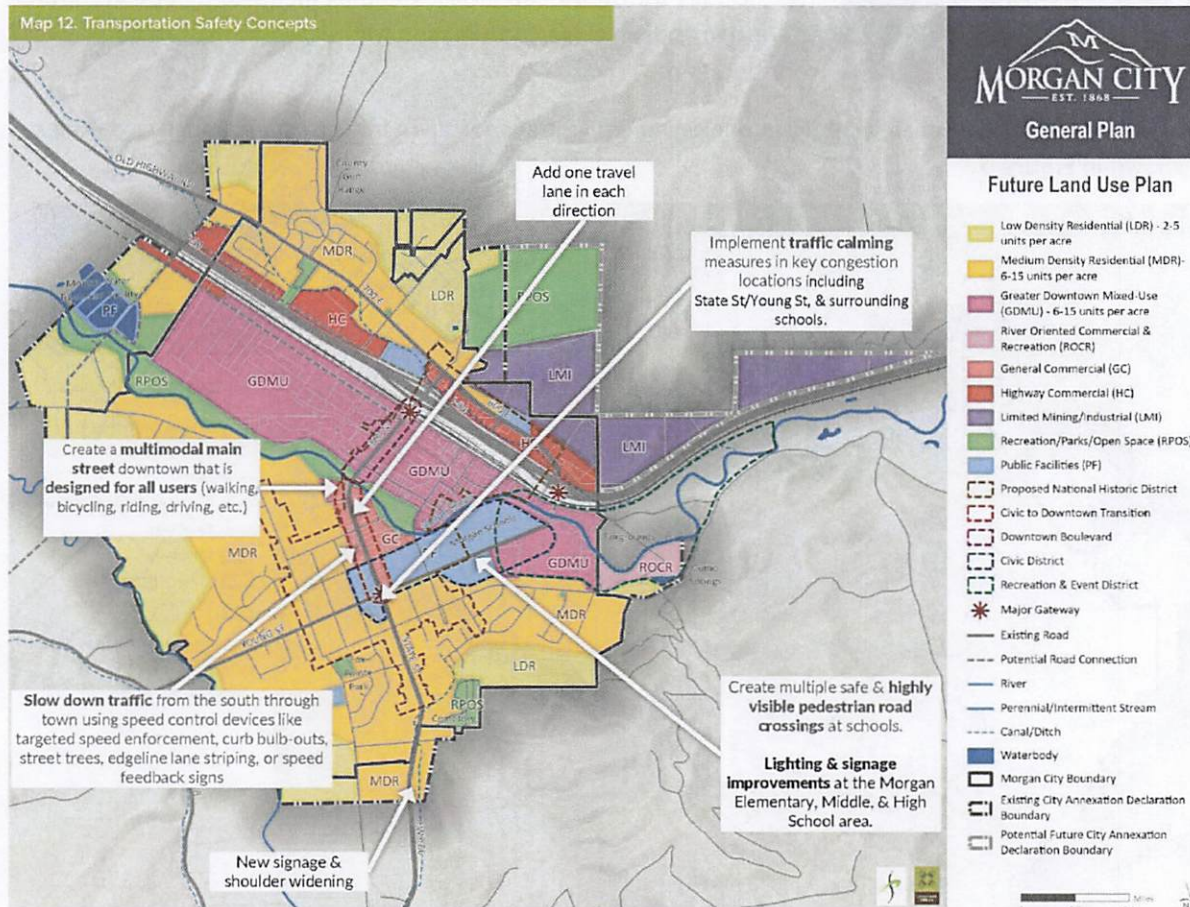


Figure 8. Transportation Safety Concepts in Morgan City. Source: Morgan City General Plan.

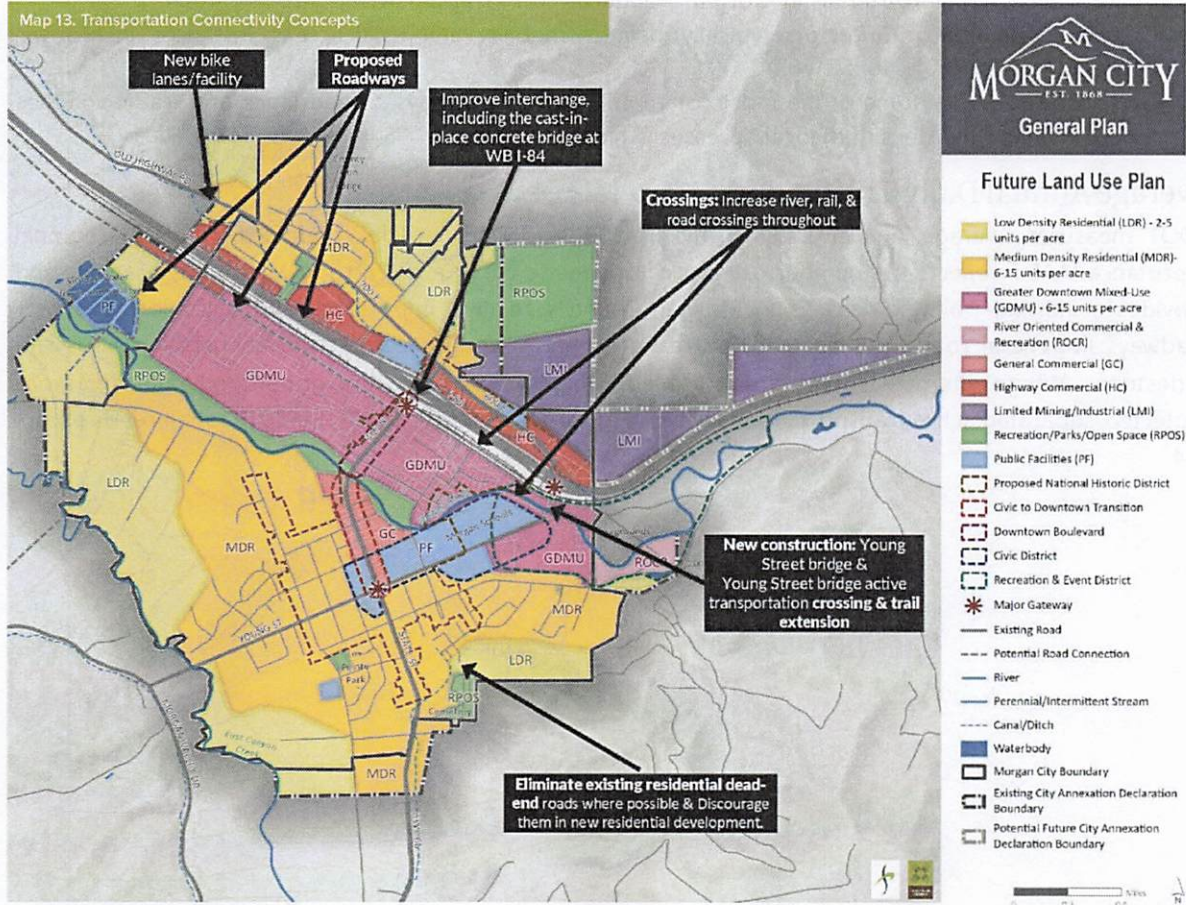


Figure 9. Transportation and Connectivity Concepts in Morgan City. Source: Morgan City General Plan.

Road Network

Morgan County has a limited regional road network with a low level of redundancy and parallel routes outside of Morgan City. Regional connectivity is provided by a handful of key routes owned and maintained by UDOT and Morgan County, including I-84, Old Highway (Mountain Green to Morgan City), Morgan Valley Drive, 1300 North/Stoddard Road, SR-65, SR-66, SR-158 (Lost Creek Road), and SR-167 (Trapper’s Loop Road).

Functional Road Classifications

From the Morgan County General Plan, the Federal Highway Administration (FHWA) organizes roads into groups called functional classifications based on a road’s capacity and purpose. The Utah Department of Transportation (UDOT) uses the following classification system to roadways across the state. A description of each, as well as local examples in Morgan County, are provided below and in Figure 10.

- » **Interstates** are the highest classification of arterials. Designed and constructed for mobility and long-distance travel, I-84 provides access to the interstate system in Morgan County.
- » **Principal Arterials** typically provide high mobility and lower speed limits than interstates.
- » **Minor Arterials** serve medium-length trips and provide mobility and connectivity while providing

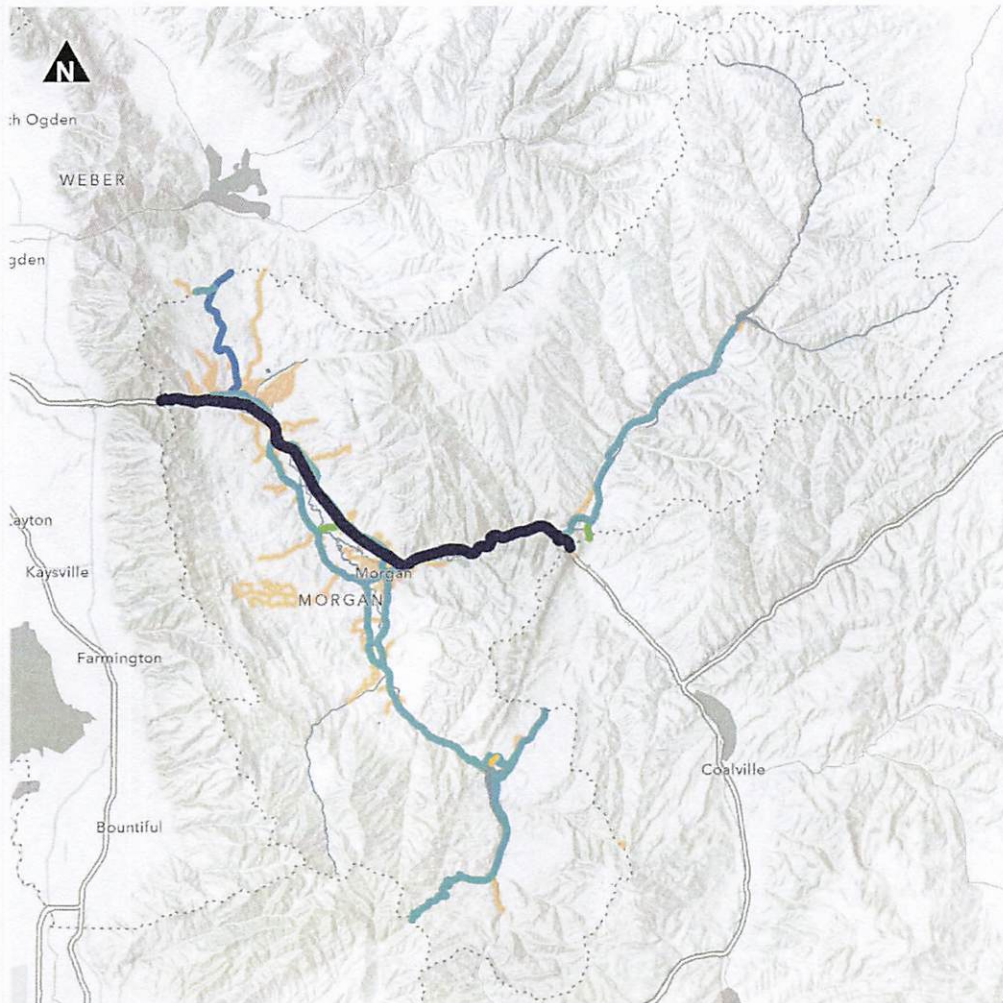


- local access. Minor Arterials in Morgan include SR-167 (Trappers Loop Rd).
- » **Major and Minor Collectors** typically balance mobility and local access. Instances in Morgan include State Route 66 (SR-66).
- » **Local Roads** are some of the most common types of roadways. Speed limits and traffic volumes are low, and the density of local accesses is high.

Average Annual Daily Traffic

UDOT measures Average Annual Daily Traffic (AADT) on UDOT facilities and local roads of regional importance. AADT reflects the number of vehicle trips made along a given roadway on a typical day and provides a starting point for assessing Morgan County's relative importance and utilization of major roadways. In general, roads with high AADTs are more stressful and pose greater safety risks to cyclists and pedestrians. Where alternate routes aren't available, high-AADT roads are good candidates for more protected/separated active transportation facilities. **Figure 11** shows the AADT for 2019 for all roads except I-84.

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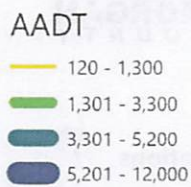
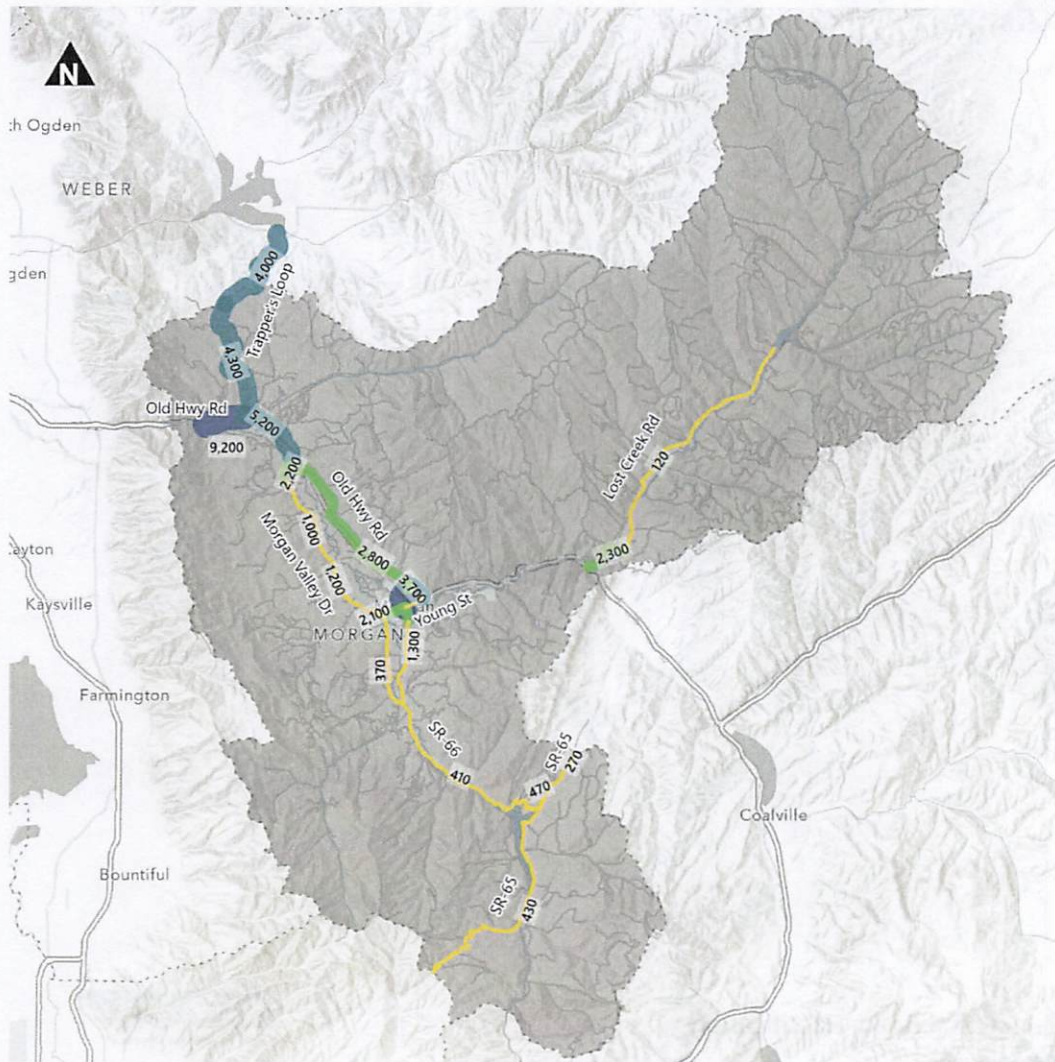


- Functional Road Classifications
- NamedMorganRoads
 - Interstate
 - Minor Arterial
 - Major Collector
 - Minor Collector
 - Local Road



UDOT Functional Road Classifications 

Figure 10 Functional Road Classifications map. Source: UDOT



Average Annual Daily Traffic (AADT) 2019



Figure 11. Average Annual Daily (vehicle) Traffic (AADT) 2019. Source: UDOT



Existing Active Transportation Facilities

As of 2022, Morgan County has only a handful of dedicated active transportation facilities, including parallel paths along Old Highway and Silver Leaf Drive in Mountain Green; a shoulder bikeway on Cottonwood Canyon Road; and the Weber River Pathway in Morgan City. Additionally, approximately 21 miles of sidewalks exist in Morgan County, primarily in Morgan City and Mountain Green. Existing facilities are shown in Figure

Bicycle and Pedestrian Infrastructure Facility Types

This section presents an overview of typical bicycling and pedestrian facility types, including existing active transportation facilities in Morgan County. These categories are based on UDOT and WFRC's active transportation classification system, which is used as the basis for consistent active transportation planning statewide.

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Figure 12. A paved parallel path along Old Highway near Kent Smith Memorial Park in Morgan. Image source: Google Earth

Parallel Path (PP)

A parallel path is an off-road pathway running alongside a road, highway, or rail corridor. Similar to a multi-use path, trails allow people to walk, hike, or other uses. Parallel paths may be paved or unpaved.



Figure 13. Multi-use path. Image source: Google Earth

Multi-Use Path (1)

These combination trail/bikeway facilities are separate from roads and are for bicyclists and pedestrians. These can also be considered urban trails. An example in Morgan County is the Weber River Parkway in Morgan City.



Figure 14. A buffered bike lane intersects a crosswalk. Image source: Fehr & Peers

Buffered Bike Lanes (2A)

Like bike lanes, buffered bike lanes use signage and striping to delineate the right-of-way assigned to bicyclists and motorists. A buffered bike lane includes a one- to three-foot-wide striped zone between either the travel lane, or the parking lane, or both.



Figure 15. A striped bike lane.
Image source: Google Earth

Bike Lanes (2B)

This type of bikeway uses signage and striping to delineate the right-of-way assigned to bicyclists and motorists. Bike lanes encourage predictable movements by both bicyclists and motorists.



Figure 16. Cyclists on a shoulder bike lane in Mountain Green.
Image source: Fehr & Peers

Shoulder Bikeway (3A)

Shoulder bikeways are paved shoulders of rural roads that provide an adequate pavement width for bicycling that reduces speed conflicts with faster-moving motor vehicles. Paved shoulders typically do not meet accessibility requirements for pedestrians.

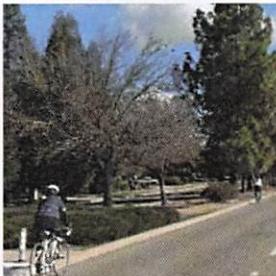


Figure 17. Cyclists on a shared roadway. Image source: Fehr & Peers

Shared Roadways (3B/C)

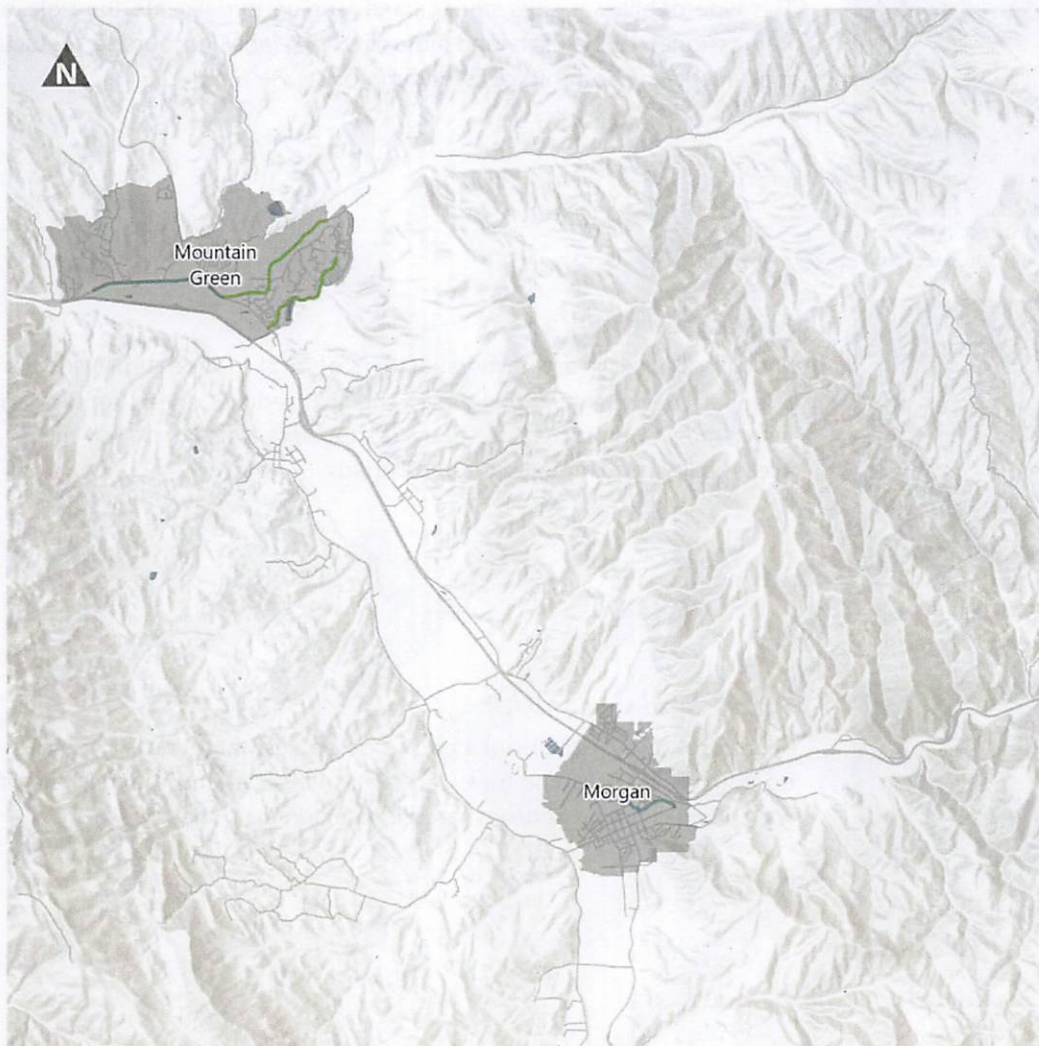
Shared roadways are designated bicycle routes where bicyclists and cars operate within the same travel lane. These facilities may be marked with wayfinding signage and/or shared lane markings ("sharrows").



Figure 18. A sidewalk in a residential neighborhood in Mountain Green. Image source: Google Earth

Sidewalk

Sidewalks are paved footpaths commonly found adjacent to roads, often separated from an adjacent roadway by a park strip or other buffers.



- Existing Facilities**
- Sign Shared Roadway
 - Bike Lane
 - Shared Use Path




Existing Bicycle Facilities 

Figure 19. Existing Active Transportation facilities

Source: MCOV RPO, Fehr & Peers

Facility Types



Facility Conditions

Of the existing active transportation facilities in Morgan County, several currently are in poor condition. The path along Old Highway Road in and around Mountain Green is a notable example, with a number of locations where business/subdivision accesses or stormwater infrastructure have been cut across the path and not repaired to previous levels, or where pavement heaving and cracking have occurred. Portions of the path adjacent to ongoing construction, gravel driveways, or below the level of the adjacent roadway were observed to be covered with gravel, dirt, and debris, making the facility inappropriate for road cyclists.



Figure 20: Uneven pavement in side path near Mountain Green

Destinations

Strava cycling data, feedback from stakeholders, and field observations show that the regional recreation areas such as the state parks (including Pineview in Weber County) seem to be major destinations for cycling, as well as the County's K-12 schools. Given the lack of trail networks on public lands and limited retail and employment destinations, strong origin/destination pairs and desire lines for non-recreational active transportation are not evident. This will likely evolve over time as more development occurs in a more dense fashion, such as the 200 units in progress near Mountain Green Middle School.

Croydon/Lost Creek



Lost Creek State Park, located approximately 10 miles northeast of Croydon, was designated by the State Legislature in the 2021 session as the newest state park in Utah. The park features a large reservoir that is currently used for fishing, boating, paddleboarding, and similar activities. Limited amenities currently exist at the park (parking, boat launch, vault toilets) but amenity improvements are currently in the planning stages. Lost Creek Road, which connects the park to Croydon and I-84, is a scenic roadway running parallel to Lost Creek that sees some current use by cyclists and has significant potential to become a popular road cycling route for recreational riders.

Peterson Area/Enterprise

The new Wasatch Peaks development is in the Peterson area. This is a self-contained luxury development with a strong active lifestyle theme, including its own ski area and golf course. Whether residents and their guests also venture out on the road network for cycling is unknown, but very possible.

At the intersection of 4300 North and Old Highway Road, a large gravel lot known as the 'Dirt Spot' is routinely used as a rendezvous point and parking spot by cyclists riding on either Old Highway Road or Morgan Valley Drive, as well as a carpool meeting location. Improvements to this site could be useful for both cyclists and other users, including:

- Paving all or a portion of the lot
- Adding wayfinding signage and/or a kiosk with bicycle wayfinding information (countywide route maps, conditions notifications, etc.)
- Bicycle repair station with tire pump and commonly used tools (screwdrivers, wrenches, tire levers)

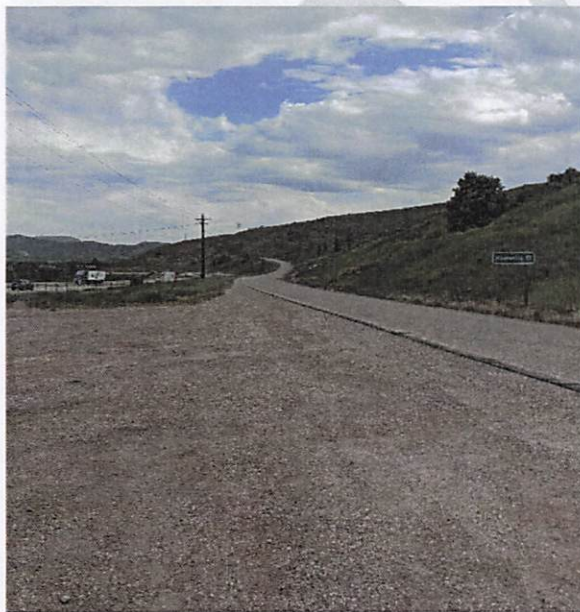


Figure 21 (Left): 'Dirt Spot' Looking North (Source: Fehr & Peers)

Figure 22 (Right): Example Bicycle Repair Station (Source: Bike Dock Solutions)

Taggart

The Taggart area around Exit 108 off I-84 is home to both a popular restaurant (Taggart's Grill) as well as a key access to the Weber River for various recreational uses. Taggart Lane provides access to fishing and



is heavily used as a pick-up location for tubing, rafting, and kayaking. Currently, there are no viable connections for cyclists from Taggart to Morgan City or points further west.

East Canyon State Park

This popular state park is located in the southeast part of the county. Access from Morgan City is via SR-66. This state route is quite narrow with minimal shoulders and clear zones in many places. It is a destination for those cyclists who feel comfortable riding in this type of environment.

Current Usage Patterns

Home Locations of Current Cyclists

In order to assess the relative proportions of recreational cyclists who live in Morgan County versus those who travel to Morgan County to ride, a sample of active transportation users from StreetLight Data was assessed. Cyclists included in the dataset (which is derived from location-based services data generated by mobile apps) were those who rode anywhere in the zones depicted below in Figure 24; these geographies were recycled from a prior UDOT analysis and covered northern Morgan County, including Enterprise, Mountain Green, and significant portions of popular cycling routes such as Trapper's Loop, Old Highway, and Morgan Valley Drive.

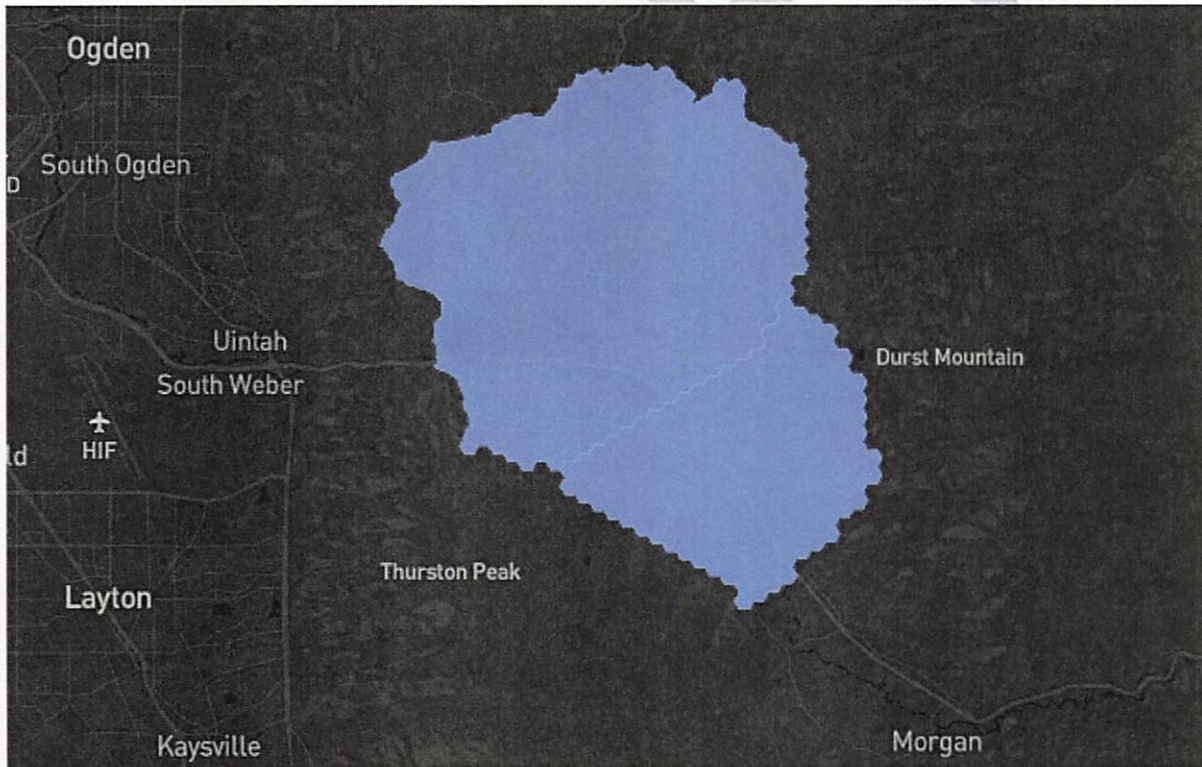


Figure 23: StreetLight Zones for Home Location Analysis

Results of this analysis are shown in Figure 25 below. Areas with the greatest density of Morgan County cyclists in this dataset are concentrated in Weber and Davis County, with smaller numbers of cyclists living in Morgan County, other parts of the Wasatch Back, or in Salt Lake County.

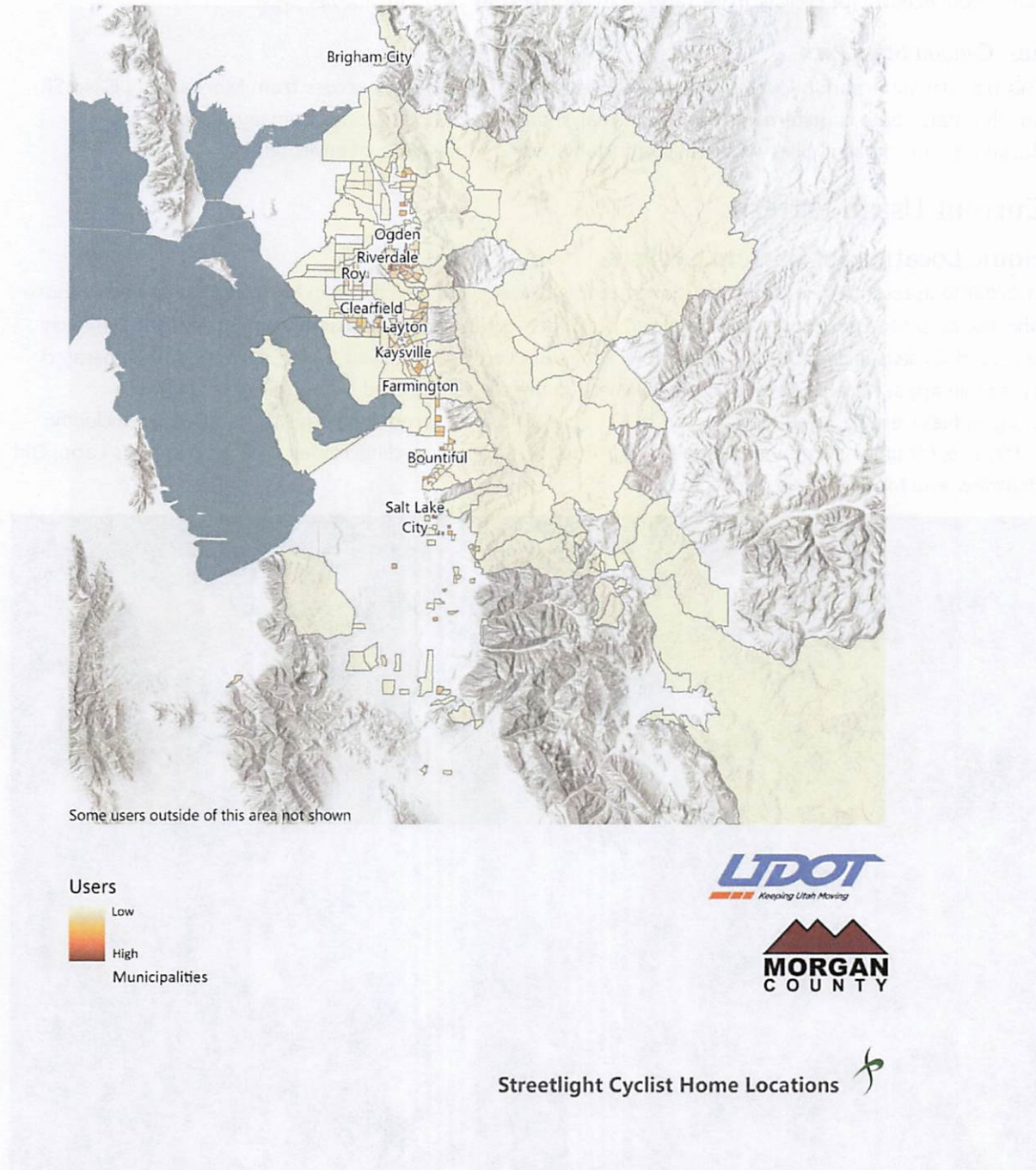
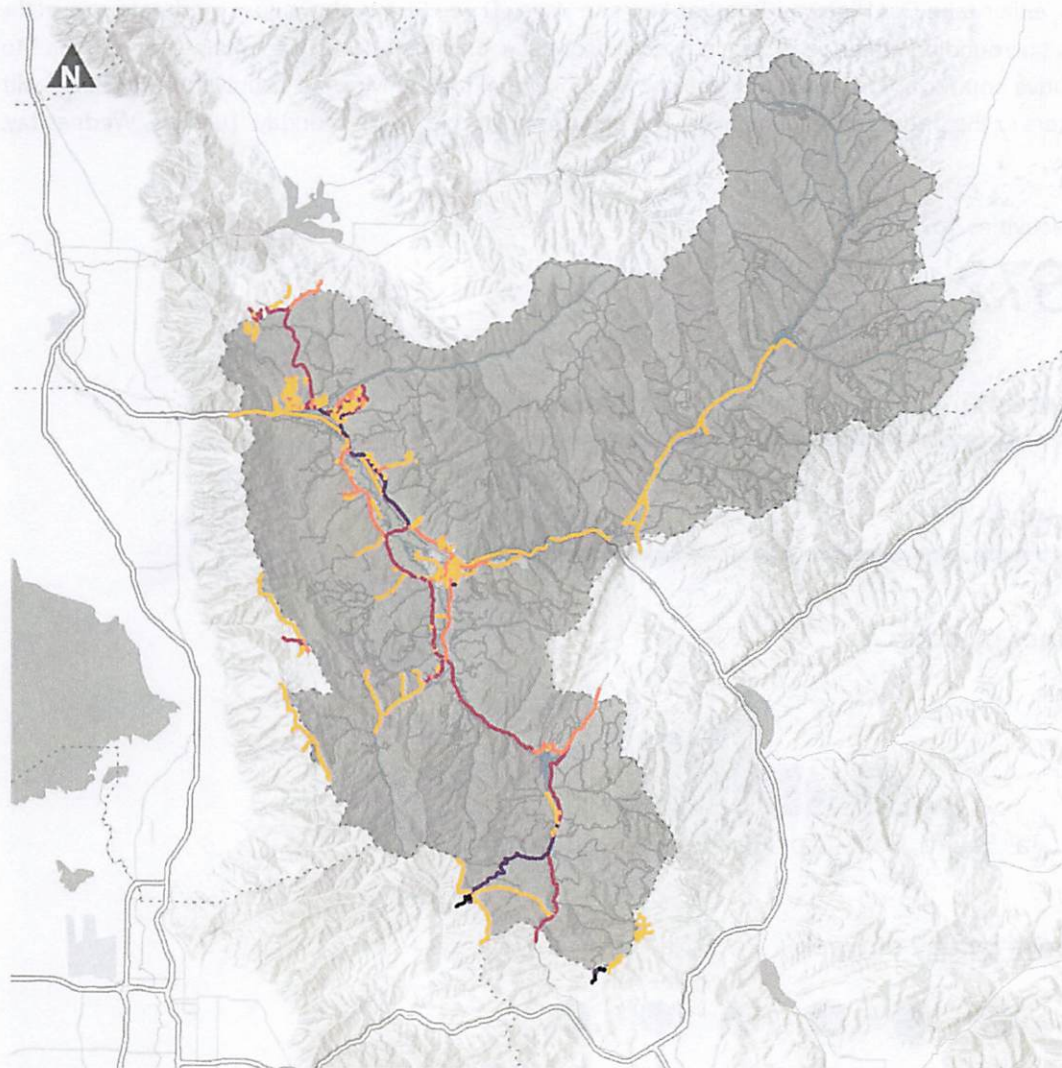


Figure 24: StreetLight Cyclist Home Locations

Strava Cycling Data

Strava is an app commonly used by cyclists to track their rides. By analyzing data provided by Strava, it is possible to see how often different segments of roads and trails are used. For this study, data was used



Total Trip Count

-  5 - 95
-  96 - 235
-  236 - 390
-  391 - 980
-  981 - 1850



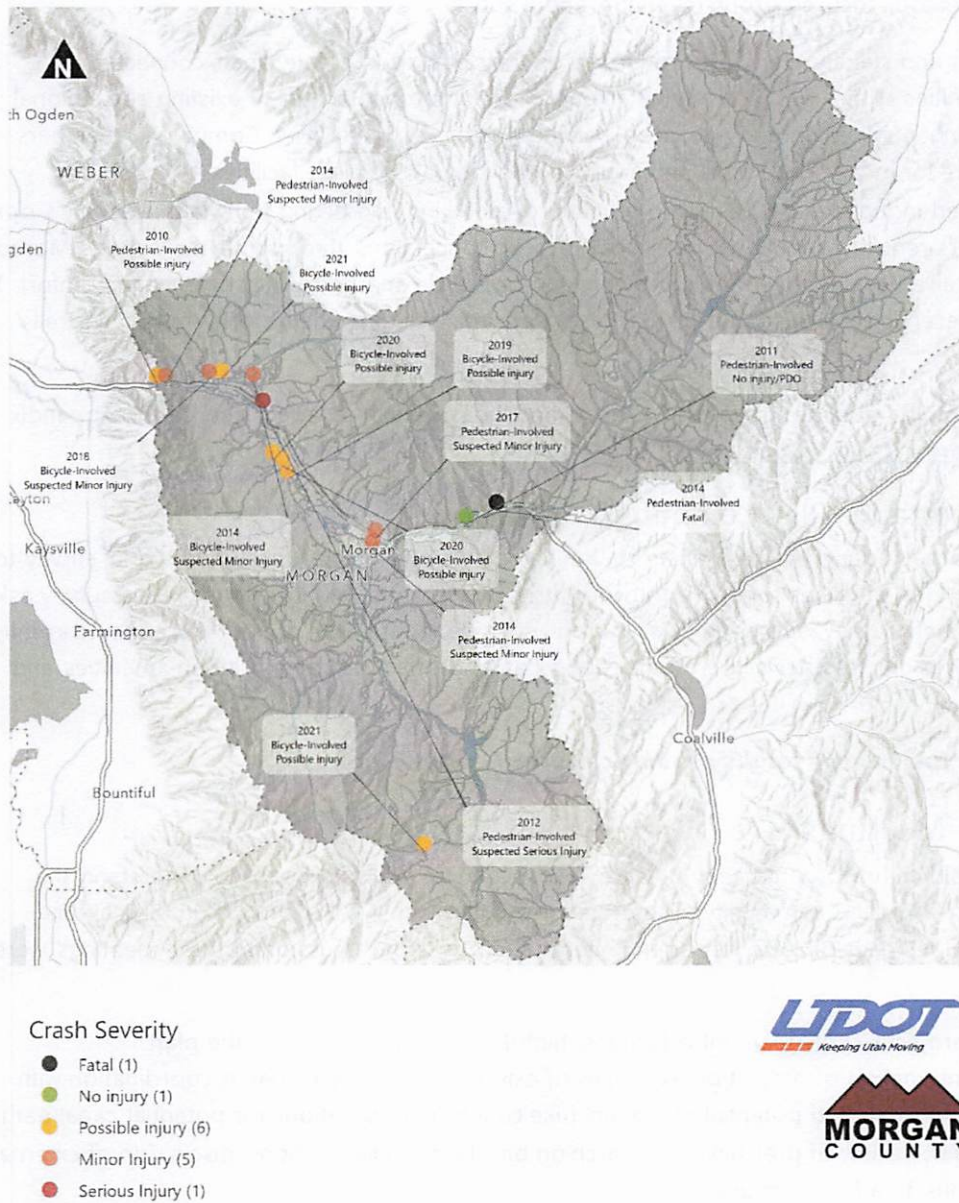
Total Strava Trips 

Figure 26: May 2022 Bike trip density. Data Source: Strava.



Safety Concerns/Hotspots

Historic data on crashes from 2010 through 2021 was gathered from the AASHTOWare Safety platform, which consolidates crash reports from local and state law enforcement on Utah's roads. During this span of time, 14 crashes were reported and recorded in this dataset, which are shown in Figure 28 below. The project team is aware that some active transportation crashes that occurred in Morgan County during this time period are not included in this dataset, which may have been unreported or incorrectly classified.



Active Transportation Crashes 2010 - 2021

Figure 27: Active Transportation Crash Records. Source: AASHTOWare Safety



COMMUNITY & STAKEHOLDER ENGAGEMENT

Community Surveys

Morgan County General Plan Community Engagement

Active transportation-related feedback was received as part of the recently completed [Morgan County General Plan](#). This included a public workshop, a project website with a comments form, an interactive mapping feedback tool, focused group meetings, and a survey.

In short, residents and stakeholders focused largely on their desires to create clean, connected, safe, walkable communities with more recreational amenities and improved access to existing recreational amenities, including public trails and enhanced walking and bicycling facilities. Community members expressed a desire for more public trails and improved walking and cycling facilities. A handful of comments received included a desire for more unimproved hiking and biking trails in the County's open space, while others requested multi-use trails that provide connections throughout the County. Moreover, feedback was received asking for street improvements for bicycle and pedestrian safety and comfort. The importance of preserving the existing trails was also reported, including the historic routes and trails through the County.

For more details on the public engagement process and the feedback received, refer to the Appendix section of the [Morgan County General Plan](#).

Active Transportation Plan Community Survey

As part of the Morgan County Active Transportation Plan, the project team developed a brief survey to learn more about local priorities for active transportation connections and investments. The survey asks residents about whether they or their families currently bicycle in Morgan County, where they currently or would like to bicycle or use other active modes, and what kind of active transportation amenities and improvements they would most like to see. It also

[Placeholder for final survey results pending closure of survey.]

Stakeholder Meetings

Meetings were held with Morgan County's Active Transportation Advisory Board to understand the priorities of the local cycling community. The project team met with ATAB members in March, June, September, and November of 2022. Key agenda items and topics of discussion at these meetings were as follows:

- **March:** project kickoff, team introductions, high-level local priorities for the plan.
- **June:** confirmation of project goals, review of existing conditions research, coordination with priorities for trails and potential mountain bike course, considerations for potential canal path.
- **September:** review of preliminary research on backbone facility options, discussion of external connections to adjacent counties.
- **November:** review of proposed active transportation network (alignment and facility types), review of funding options.



RECOMMENDATIONS

Introduction

In order to improve active transportation connections and safety across Morgan County, this plan makes a number of recommendations. These range from near-term, low-cost items for immediate implementation, to long-term efforts that may take many years to fully achieve, with many that fall somewhere between these extremes.

Countywide Recommendations

Gateway Canal/Weber River Trail

The Gateway Canal/Weber River alignment is a potential backbone route that could provide east/west connection across Morgan Valley that is fully separated from traffic. This alignment follows along the channelized Gateway Canal and the Weber River between Mountain Green and Morgan. The route follows along the Weber River from Weber Canyon, following the river past Mountain Green and continuing southeast along to 100 East in Morgan City, where it would meet the existing Weber River Parkway trail.

This document lists all parcels that are within 15' of the proposed route. There are 93 parcels included in this document, broken into six sections along the route. An appendix is included that details the address, current land use, current owner, and designates if there are any major landowners or notes for each parcel. Please note that all data is as accurate as Morgan County Records. A major landowner is defined as either a landowner who owns at least a quarter mile of property that will be impacted by this trail alignment. Notes will denote if structures or close to the route, if the parcel is owned by an agency, is used for public works such as a transfer station, or other issues that may affect the development of a bike trail along this path. Generally speaking, the section closest to Morgan County will face a larger number of landowners than in sections closer to Mountain Green, potentially complicating right-of-way access.

Phase 1

The trail in this phase extends from interchange between Old Highway Road and I-84 near Weber Canyon to Peterson. The canal is entirely channelized in this area. While the parcel data only shows occasional ownership by the Bureau of Reclamation it should be assumed that their permission is needed along the entire channelized length of the canal. Major landowners in this section include KSBN Enterprises, the Weber Basin Water Conservancy, and DJ2 LLC. The canal alignment is also proximate to a small number of private residences and accesses in and around Peterson.

Phase 2

Phase two of the trail extends from Peterson to 1300 North near Stoddard. This section will closely follow the canal up to the diversion point, and then turn to follow the Weber River. Some areas of note along this segment of the potential trail include proximity to private residences near Peterson and proximity to canal facilities owned by the Weber Basin Conservancy Water Conservancy. Due to the canal terminating at the Oxbow facility at the southern end of this corridor, an alternative alignment (Alternative 1) was developed, which would divert west to Morgan Valley Drive via an existing County right of way, and from there proceed south to 1300 North and then east towards Stoddard. This



alternative alignment is shown in Figure 27 below.

Phase 3

The third segment of the trail alignment extends from 1300 North south along the Weber River to connect to the existing Weber River Parkway in Morgan City. Major landowners in this section include Rich Acres, Morgan County School District, and Morgan City. Morgan City operates a transfer station in the area, which should be carefully considered for its potential impact along the potential route. The route meets an established shared use path along the Weber River through parks and behind Morgan High School, ending past the school's athletic fields. Due to land ownership concerns, two potential alternatives were developed for this phase. Alternative 2 (shown in Figure 28) would continue northeast along 1300 North, and then follow and extend from Hatchery Road to reach the river. Alternative 3 (shown in Figure 29) bypasses the riverside alignment from near East Canyon Creek to the south by diverting to Island Road and then following Young Street to meet the existing bike trail behind Morgan High School. This alternative alignment would require an additional bridge across the Weber River to connect the trail from the northeast to the southwest bank of the river.

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Phase

1

2

3



Gateway Canal/Weber River Trail



Figure 28: Canal Route Phases



- Canal Alternative 1
- Gateway Canal/ River Trail
- Phase
- 1
- 2
- 3
- Parcels



Gateway Canal / Weber River Trail Alternative 1



Figure 29: Canal Alternative 1



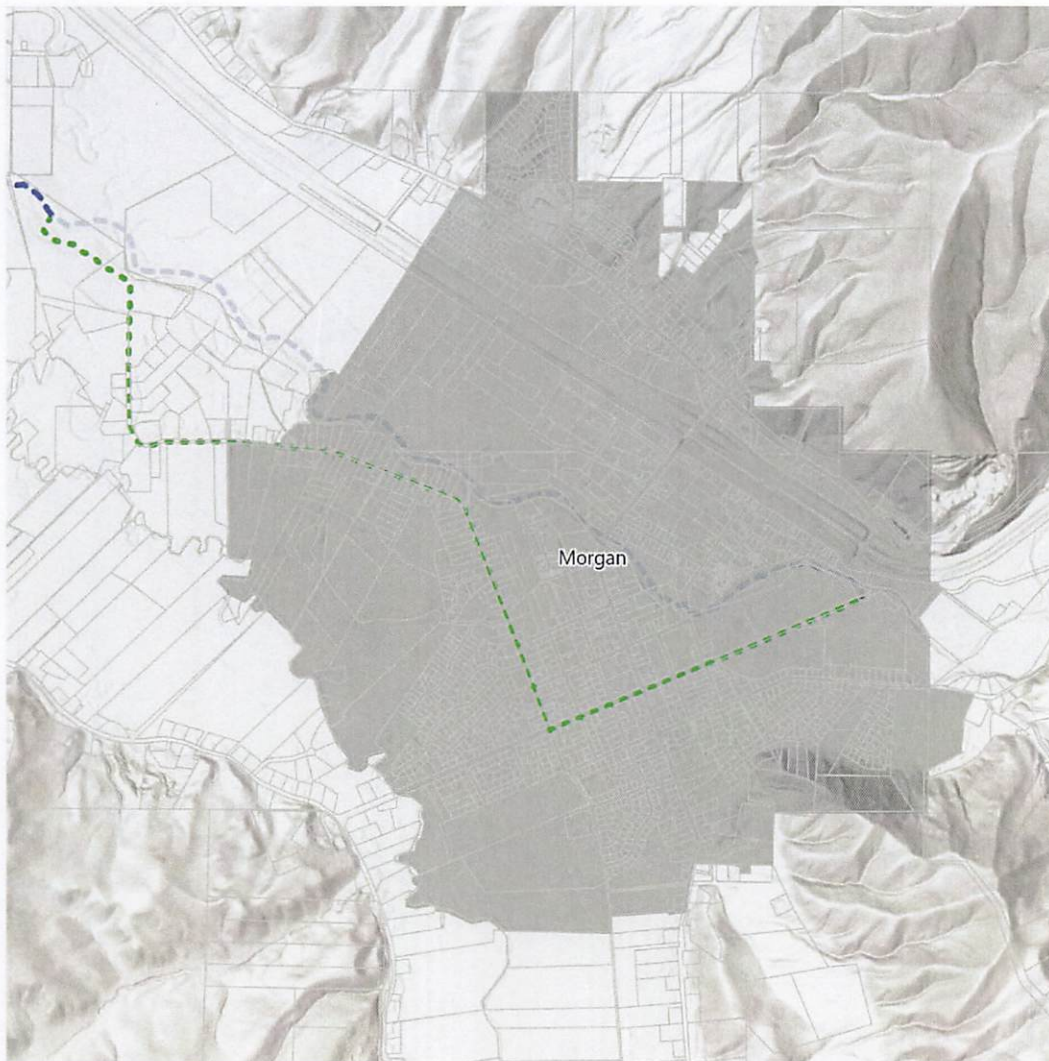
- Canal Alternative 2
- Gateway Canal/ River Trail
- Phase
- 1
- 2
- 3
- Parcels



Gateway Canal / Weber River Trail Alternative 2



Figure 30: Canal Alternative 2



- Canal Alternative 3
- Gateway Canal/ River Trail
- Phase
- 1
- 2
- 3
- Parcels



Gateway Canal / Weber River Trail Alternative 3



Figure 31: Canal Alternative 3



I-84 Frontage Route

The I-84 frontage route would run along I-84 between the interstate and the Union Pacific rail alignment from approximately Exit 92 west of Mountain Green to the Morgan County/Summit County boundary northeast of Henefer. Approximately 15,000 vehicles use this stretch of I-84 daily. As this route would exist almost entirely within UDOT rights of way, fewer potential land ownership issues are anticipated for this alignment compared to the Gateway Canal concept. However, this route poses significant engineering challenges, especially from Morgan City to Summit County, and would require measures to address steep grades, existing tunnels, streams, and overpasses along the route. A secondary concern is the relatively narrow space available between I-84 and the existing rail alignment, which may require adjustments to UDOT's I-84 No-Access lines as well as installing crashworthy barriers between the bicycle facility and adjacent interstate travel lanes. When possible, existing frontage roads and trails should be used to reduce overall new infrastructure that will need to be developed.

Key areas of concern where potential implementation challenges may arise are shown in Figure 33 below.

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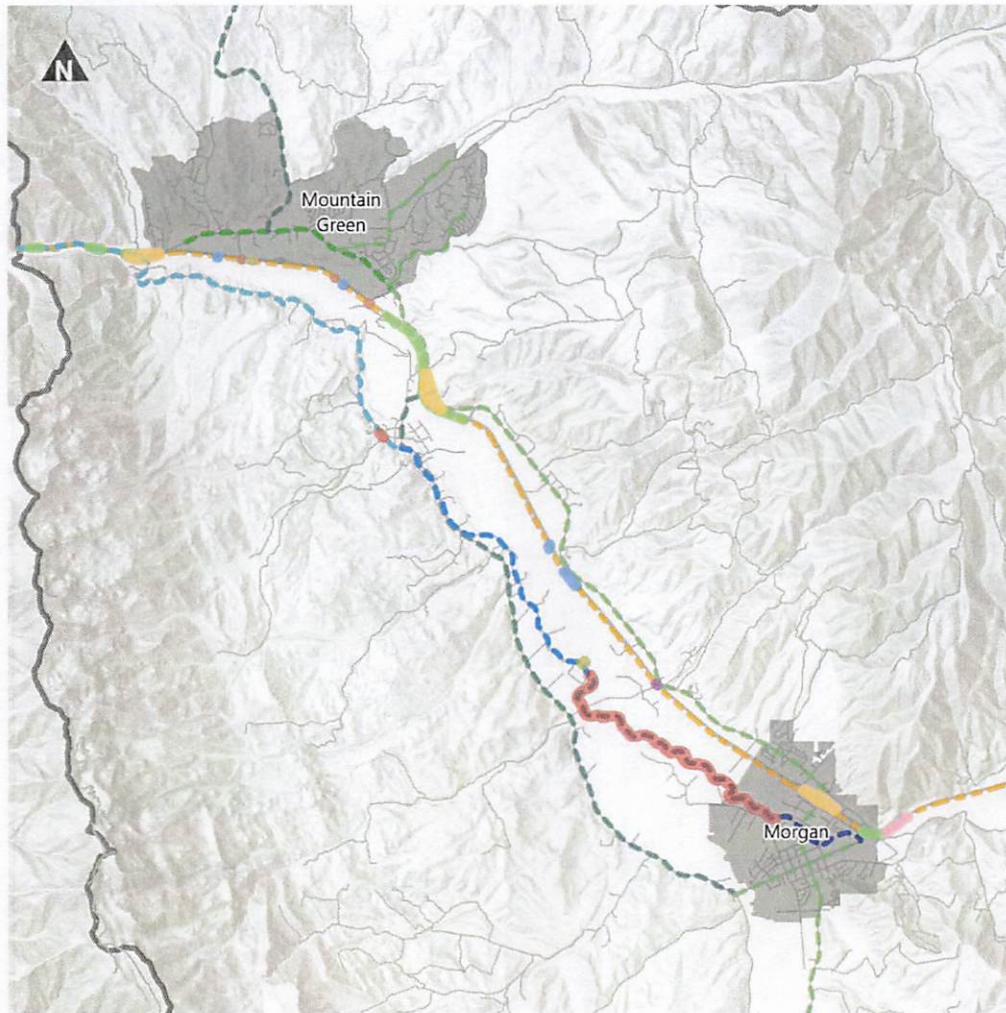


--- Frontage



I-84 Frontage Route 

Figure 32: I-84 Frontage Route



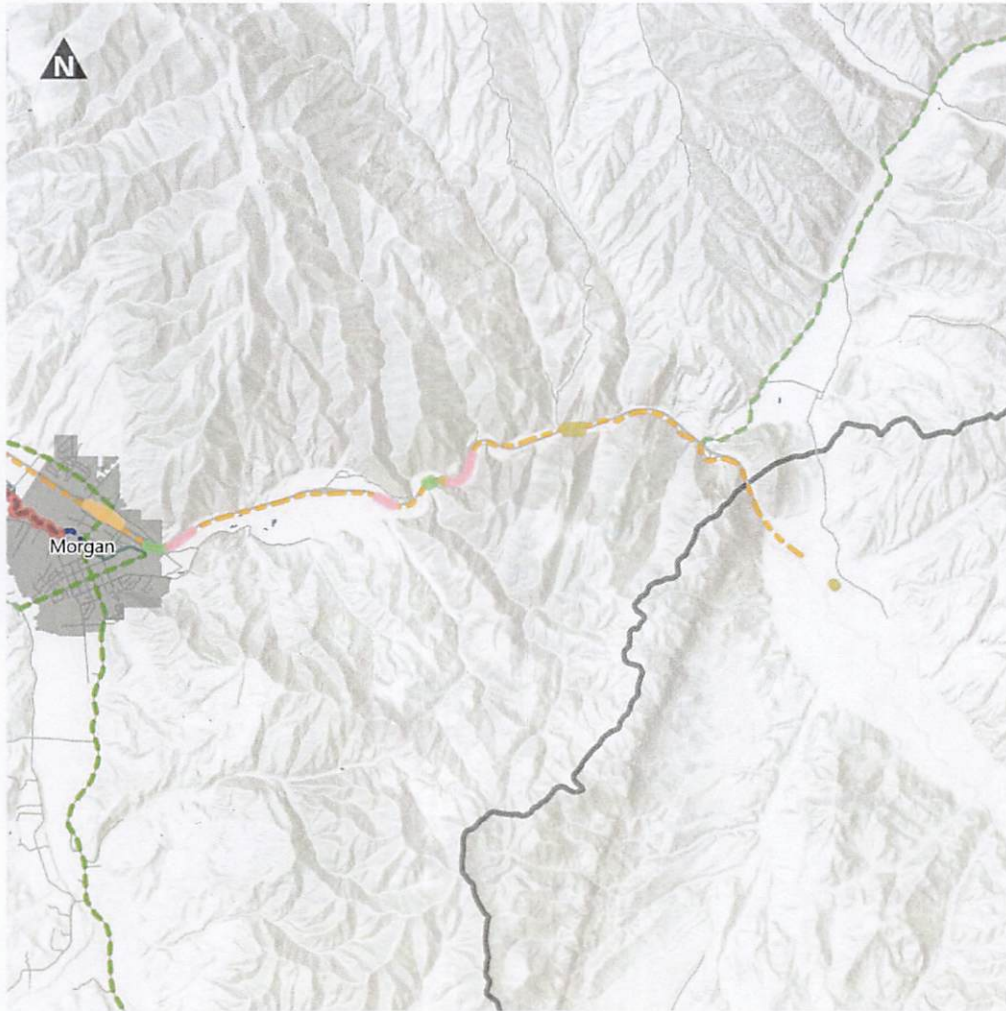
- | | |
|----------------------------|-----------------------------------|
| Areas of Constraint | Gateway Canal/ River Trail |
| Constraint | Phase |
| Bridge | 1 |
| Grade | 2 |
| Interchange | 3 |
| No ROW | Backbone Network |
| Overpass | Bike Lane |
| Stream | Shared Use Path |
| Tight | Sign Shared Roadway |
| Underpass | Frontage |
| | Frontage |



Areas of Constraint - Morgan Valley



Figure 33: Frontage Route Areas of Concern (Morgan Valley)



**Frontage Route
 Constraint**

- Bridge
- Grade
- Interchange
- No ROW
- Overpass
- Stream
- Tight

- Underpass
- Frontage

- Canal/River Trail Phase**
- 1
 - 2
 - 3

- Existing Facilities**
- Sign Shared Roadway
 - Bike Lane
 - Shared Use Path
- Backbone Network**
- Sign Shared Roadway
 - Bike Lane
 - Shared Use Path



Areas of Constraint - Morgan City to Summit County

Figure 34: Frontage Route Areas of Concern (Morgan City to Summit County)



County and State Park Connections

Weber County Connection

Trapper's Loop Road provides a scenic connection to Weber County. It is recommended to add 'Share the Road' and directional signage, creating a shared roadway on the existing road. It should be noted that there have recently been several vehicular collisions on this road at the large curve near mile marker 4. This road on average has 3.5 feet of shoulder space available. Approximately 4,300 vehicles use this road daily. This connection is shown in Figure 35 below.

Lost Creek Connection

Building off the backbone network, it is recommended that a bike lane is added to Lost Creek Road up to Lost Creek State Park. This road sees an average of 120 daily vehicles, although an increase in traffic may be anticipated as the newly established park is improved. This connection is shown in Figure 36 below.

East Canyon State Park

It is recommended to add a bike lane to SR-66 to provide a connection between Morgan City and East Canyon State Park. This road sees an average of 1,300 daily vehicles and has a typical shoulder width of 2.6 feet. Where possible, the shoulder should be widened in order to provide adequate space for cyclists between the travel lane and edge of pavement. This connection is shown in Figure 37 below.

Salt Lake County

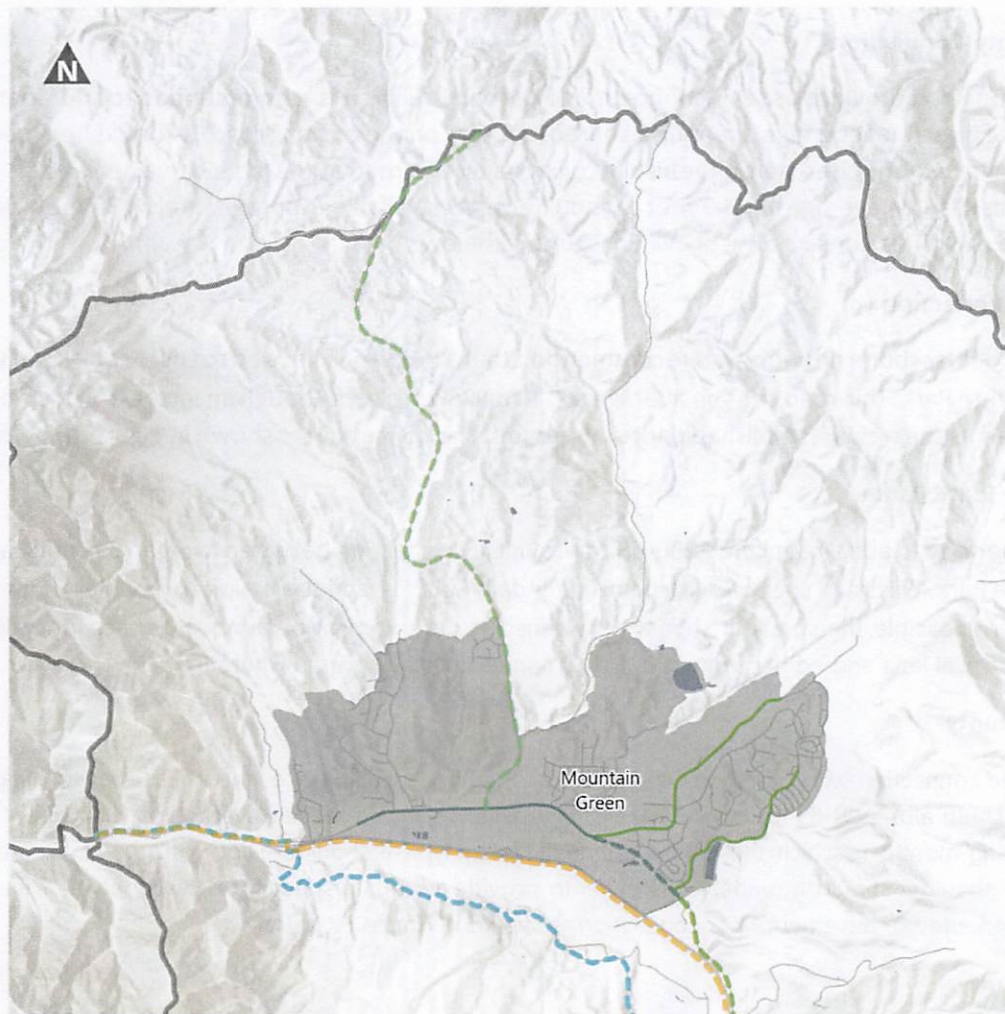
The proposed connection with Salt Lake County would extend the SR-66 bike lane to East Canyon State Park further south along SR-65 to the Salt Lake County Line. This road sees an average of 1300 daily vehicles (during months in which the road is open) and has a typical shoulder width of 2.6 feet. Where possible, the shoulder should be widened in order to provide adequate space for cyclists between the travel lane and edge of pavement. This connection is shown in Figure 38 below.

Summit County

A proposed connection to Summit would extend the I-84 Frontage Route out to Henefer. As discussed above, steep grades, proximity to the Weber River, and other physical constraints are prevalent through this segment (as shown in Figure 34 above) and would pose challenges to implementing this connection. The proposed alignment is shown in Figure 39 below.

Countywide Backbone Network

Figure 40 (below) shows the entire proposed backbone network for Morgan County, including the above connections as well as internal routes within Morgan Valley, including improvements to Morgan Valley Drive and Old Highway as well as Young Street and State Street in Morgan City.



Frontage Route

— Frontage

Canal/River Trail Phase

--- 1

--- 2

--- 3

Existing Facilities

— Sign Shared Roadway

— Bike Lane

— Shared Use Path

Backbone Network

--- Sign Shared Roadway

--- Bike Lane

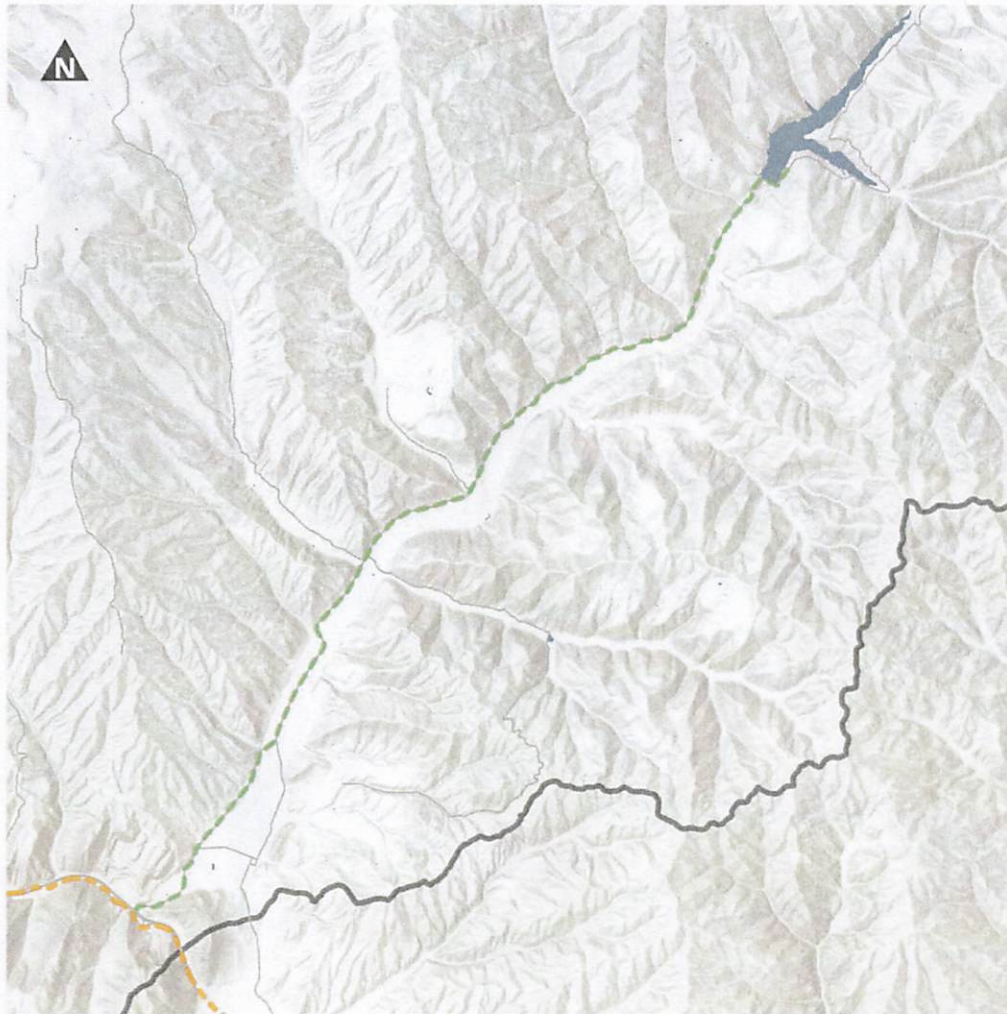
--- Shared Use Path



Weber County Connections



Figure 35: Trapper's Loop Road Connection



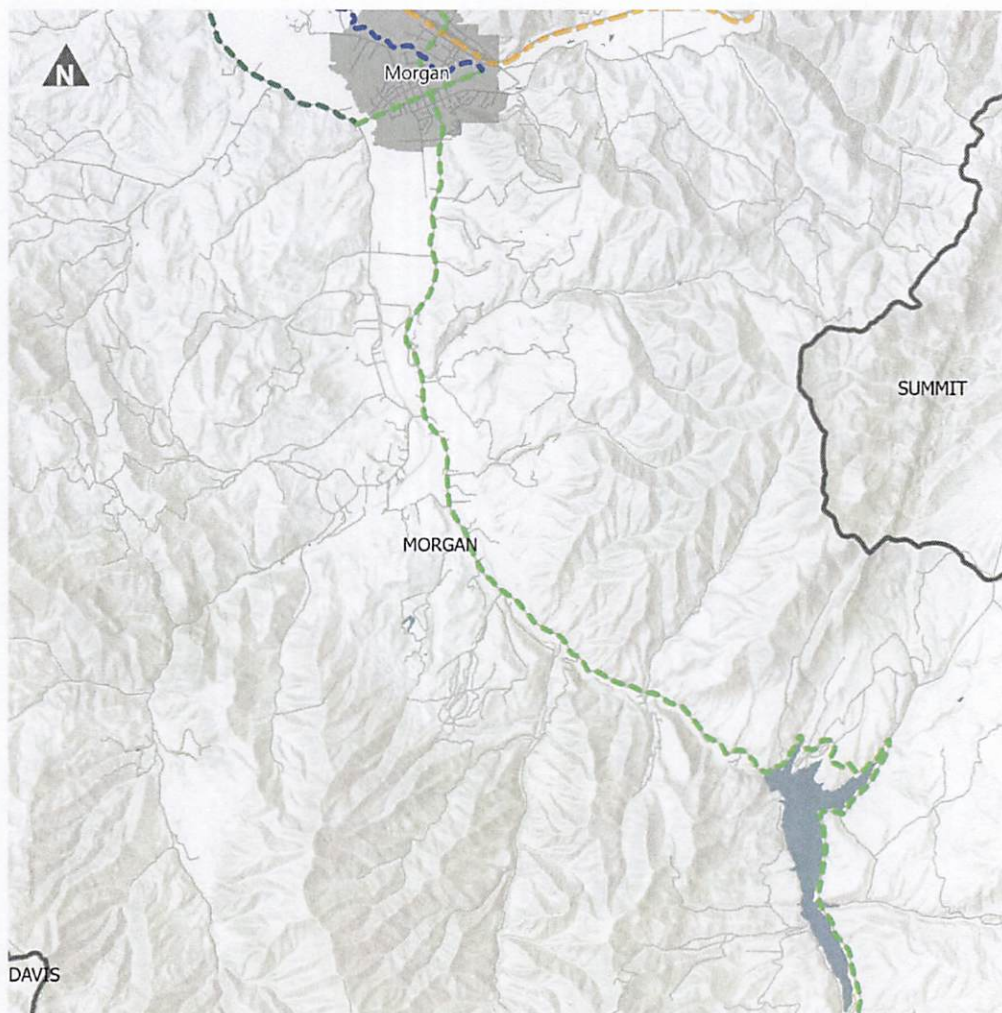
- | | | |
|----------------------------|--|-------------------------|
| Frontage Route | | Backbone Network |
| — Frontage | | |
| Existing Facilities | | — Sign Shared Roadway |
| — Sign Shared Roadway | | — Bike Lane |
| — Bike Lane | | — Shared Use Path |
| — Shared Use Path | | |



Lost Creek State Park Connection



Figure 36: Lost Creek State Park



- Frontage Route
 - Frontage
- Canal/River Trail Phase
 - 1
 - 2
 - 3
- Backbone Network
 - Bike Lane
 - Shared Use Path
 - Sign Shared Roadway



East Canyon State Park Connection



Figure 37: East Canyon State Park Connection

Countywide Connections

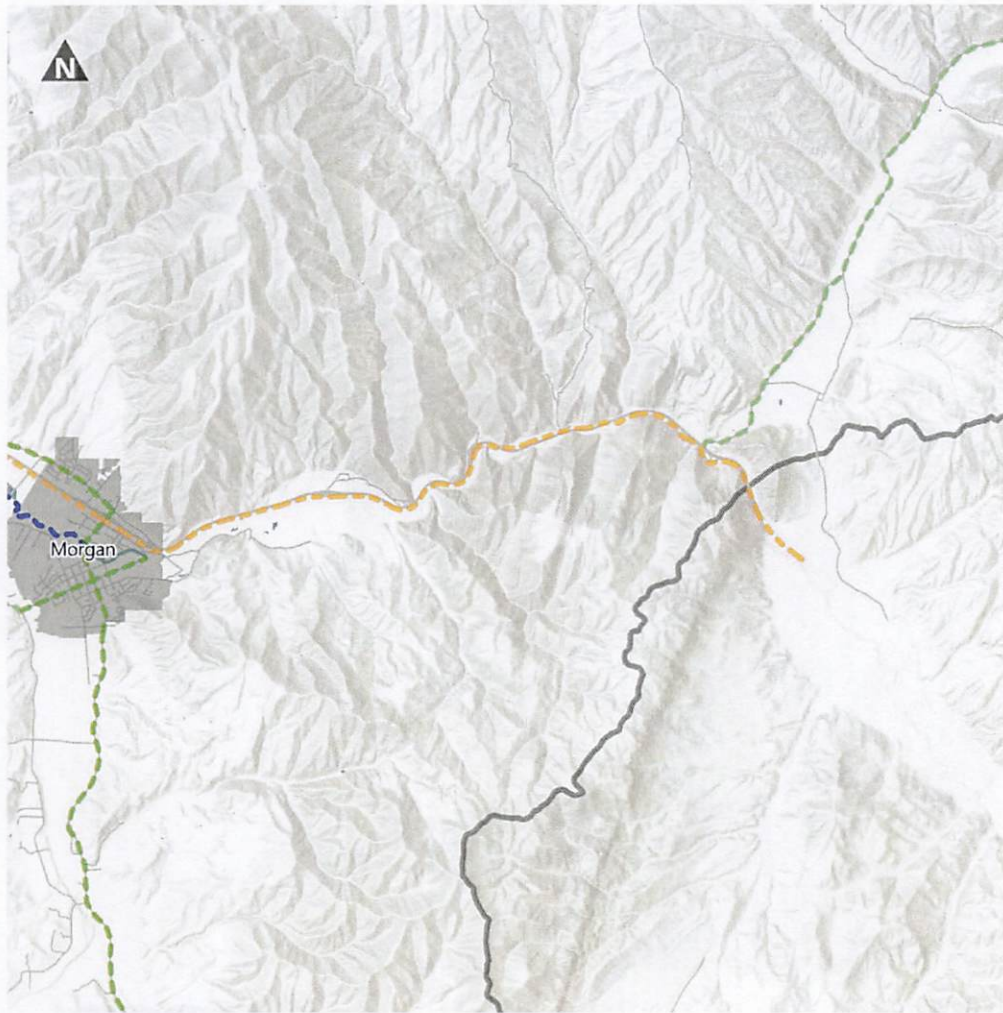


- | | |
|----------------------------|-------------------------|
| Frontage Route | |
| Existing Facilities | Backbone Network |
| Sign Shared Roadway | Sign Shared Roadway |
| Bike Lane | Bike Lane |
| Shared Use Path | Shared Use Path |



Salt Lake County County Connection 

Figure 38: Salt Lake County Connection



- | | |
|--------------------------------|-------------------------|
| Frontage Route | Bike Lane |
| Frontage | Shared Use Path |
| Canal/River Trail Phase | Backbone Network |
| 1 | Sign Shared Roadway |
| 2 | Bike Lane |
| 3 | Shared Use Path |
| Existing Facilities | Sign Shared Roadway |



Summit County Connection

Figure 39: Summit County Connection



- | | |
|----------------------------|------------------------|
| Existing Facilities | I84 Frontage Alignment |
| Sign Shared Roadway | Canal Alignment |
| Bike Lane | Phase 1 |
| Shared Use Path | Phase 2 |
| Backbone Network | Phase 3 |
| Sign Shared Roadway | Communities |
| Bike Lane | |
| Shared Use Path | |



Existing and Proposed Backbone Network

Figure 40: Proposed Backbone Bike Network

Spot Improvements



Several spot improvements are recommended to mitigate specific safety issues and enhance opportunities for recreational cycling in Morgan County. Crossing improvements are proposed for intersections of Old Highway with Highland Drive, Trapper's Loop, and 4300 North. Park and ride enhancements are proposed at the Dirt Spot adjacent to 4300 North and Old Highway. Finally, multimodal spot safety improvements should be investigated along Trapper's Loop in the vicinity of MP 4 due to recent (non-active transportation) collisions.

The Highland Drive crossing is intended to provide safe bicycle and pedestrian connections to Kent Smith Memorial Park, especially for children and families accessing the park from adjacent neighborhoods in Mountain Green; either a signed crosswalk or rectangular rapid flashing beacon (RRFB) may be appropriate at this location.

The proposed crossing at Trapper's Loop would provide a safer crossing for cyclists and pedestrians connecting from Old Highway to Trapper's Loop, the Sinclair gas station/convenience store, and the gravel lot on the northeast side of this intersection. Interviews with Morgan County residents and cyclists indicate that substantial crossing activity occurs at this location, which in conjunction with the lack of signalization and at times high volumes of eastbound left and southbound right turning vehicles indicates a potential need for crossing improvements. A pedestrian hybrid beacon (PHB) or full signalization (in conjunction with the proposed Mountain Green interchange, if implemented) may be appropriate tools to improve bicycle and pedestrian safety at this location.

The 4300 North crossing would complement an enhanced park and ride facility at this intersection and provide safer access across Old Highway and the I-84 Exit 96 on/off ramps. Marked and signed crossings of Old Highway, 4300 North, and the I-84 ramps would likely be appropriate measures at this location.

The park and ride enhancements at the Dirt Spot location are intended to make this location a more attractive starting and ending point for recreational road cyclists and provide end-of-trip and navigational amenities (such as wayfinding maps, restrooms, bike repair stations). All or part of this lot would be paved as part of this improvement, with more formalized parking and accesses to the lot. The available right-of-way at this location could also provide for a short segment of a wider, buffered bike lane or side path where the lot abuts Old Highway (approximately 1000').



IMPLEMENTATION

Phasing

The projects outlined above vary in complexity, level of planning effort, and potential cost. Table 1 below shows projects recommended in this plan, categorized by proposed implementation phase. Phase 1 reflects lower-cost projects that could be accomplished on a near-term timeline. Phase 2 includes projects with higher costs or levels of complexity and stakeholder involvement to complete. Phase 3 contains the largest, most complex, and most costly projects of regional significance. This proposed phasing is intended to provide a starting point for prioritizing implementation efforts, but should not discourage Morgan County from taking early or ongoing actions towards Phase 2 and 3 projects, which may require long-term efforts to complete and may be implemented in multiple segments.

Table 2: Proposed Linear Projects by Phase

Active Transportation Facility	Type	Miles	Phase
Old Highway (Mountain Green to State Street)	Bike Lane	8.5	Near
State Street (Morgan City)	Bike Lane	1.6	Near
Morgan Valley Drive	Sign Shared Roadway	8	Near
Young Street	Bike Lane	1.6	Near
Lost Creek	Sign Shared Roadway	12.7	Near
Trapper's Loop	Sign Shared Roadway	6.4	Mid
SR66 (Morgan City to East Canyon)	Bike Lane/Shoulder Bikeway	12.1	Mid
SR65 (East Canyon to Big Mountain)	Bike Lane/Shoulder Bikeway	11	Mid
Old Highway Sidepath Extension	Shared Use Path	0.8	Mid
I-84 Frontage Path (Weber County to Morgan City)	Shared Use Path	12.6	Mid
I-84 Frontage Path (Morgan City to Summit County)	Shared Use Path	9.9	Long
Weber River/Gateway Canal Path (Weber County to Peterson)	Shared Use Path	6.5	Long
Weber River/Gateway Canal Path (Peterson to Stoddard)	Shared Use Path	4.4	Long
Weber River/Gateway Canal Path (Stoddard to Morgan City)	Shared Use Path	3.3	Long

Table 3: Proposed Spot Improvements by Phase

Spot Improvement	Type	Phase
Old Highway / Highland Drive Crossing	Crossing Improvements	Near
Dirt Spot Park & Ride	Park & Ride Improvements	Near
Old Highway / 4300 North Crossing	Crossing Improvements	Near
Trapper's Loop (MP 4)	Spot Safety Improvements	Mid
Old Highway / Trapper's Crossing	Crossing Improvements	Mid

Funding

Funding for active transportation projects is available from a variety of sources, including federal grants,



state grants and programs, local tax assessments, and non-governmental sources. Tables 1-3 below provide an overview of the major funding currently available to fund active transportation projects in Utah, including links to additional information and application details.

Table 4: Federal Funding Sources

SOURCE	SUMMARY	MORE INFORMATION
Infrastructure Investment and Jobs Act	In Utah, federal monies are administered through the Utah Department of Transportation (UDOT) and Council of Governments (COG's) or Metropolitan Planning Organizations (MPOs). Most, but not all, of these programs are oriented toward transportation versus recreation, emphasizing reducing auto trips and providing inter-modal connections. Federal funding is intended for capital improvements and safety and education programs, and projects must relate to the surface transportation system. A number of programs are identified within the Infrastructure Investment and Jobs Act (IIJA) that apply to pedestrian and bicycle projects.	https://www.fhwa.dot.gov/bipartisan-infrastructure-law/
Rural Surface Transportation Grant Program	Provides grants for projects to improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.	https://www.transportation.gov/grants/rural-surface-transportation-grant Application Deadline: Selection occurs annually in May through FY 2026. Local Match: 20%
Bridge Investment Program	Provides grants for projects to improve the condition of bridges and culverts and the safety, efficiency, and reliability of the movement of people and freight over bridges	https://www.fhwa.dot.gov/bridge/bip/index.cfm Application Deadline: Selection occurs annually through FY 2026. Local Match: 10% (small project), 50% (large projects)
Reconnecting Communities Pilot Program	Provides grants for projects to restore community connectivity by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development.	https://www.transportation.gov/grants/reconnecting-communities Application Deadline: Selection occurs annually in October through FY 2026.



SOURCE	SUMMARY	MORE INFORMATION
<p>Recreational Trails</p>	<p>These funds may be used to develop and maintain recreational trails and trail-related facilities for both active and motorized recreational trail uses. Examples of trail uses include hiking, bicycling, in-line skating, equestrian use, and other active and motorized uses. These funds are available for both paved and unpaved trails but may not be used to improve roads for general passenger vehicle use or to provide shoulders or sidewalks along roads. Recreational Trails Program funds may be used for:</p> <ul style="list-style-type: none"> • Maintenance and restoration of existing trails • Purchase and lease of trail construction and maintenance equipment • Construction of new trails, including unpaved trails • Acquisition or easements of property for trails • State administrative costs related to this program (limited to seven percent of a state's funds) • Operation of educational programs to promote safety and environmental protection related to trails (limited to five percent of a state's funds) • Grant applications are typically due in April each year. 	<p>https://stateparks.utah.gov/resources/grants/recreational-trails-program/ Application Deadline: May 1, annually Local Match: 50/50 sponsor match</p>
<p>Highway Safety Improvement Program (HSIP)</p>	<p>HSIP provides \$2.4 billion nationally for projects and programs that help communities achieve significant reductions in traffic fatalities and serious injuries on all public roads, bikeways, and walkways. Infrastructure and non-infrastructure projects are eligible for HSIP funds. Pedestrian and bicycle safety improvements, enforcement activities, traffic calming projects, and crossing treatments for active transportation users in school zones are examples of eligible projects. All HSIP projects must be consistent with the State's Strategic Highway Safety Plan (SHSP).</p>	<p>For information specific to HSIP in the State of Utah, visit: https://site.utah.gov/connect/business/public-entities/local-government-program-assistance/ Application Deadline: Ongoing</p>



SOURCE	SUMMARY	MORE INFORMATION
<p><i>Rivers, Trails, and Conservation Assistance Program</i></p>	<p>The Rivers, Trails, and Conservation Assistance Program (RTCA) is a National Parks Service (NPS) program providing technical assistance via direct NPS staff involvement to establish and restore greenways, rivers, trails, watersheds, and open space. The RTCA program provides only for planning assistance—there are no implementation monies available. Projects are prioritized for assistance based on criteria, including conserving significant community resources, fostering cooperation between agencies, serving a large number of users, encouraging public involvement in planning and implementation, and focusing on lasting accomplishments. This program may benefit trail development in the region indirectly through technical assistance, particularly for community organizations, but should not be considered a future capital funding source.</p>	<p>https://www.nps.gov/orgs/rtca/apply.htm Application Deadline: March 1, annually</p>
<p><i>Community Development Block Grant Program (CDBG)</i></p>	<p>The Community Development Block Grants (CDBG) program provides money for streetscape revitalization, which may be largely comprised of pedestrian improvements. Federal CDBG grantees may “use Community Development Block Grants funds for activities that include (but are not limited to): acquiring real property; reconstructing or rehabilitating housing and other property; building public facilities and improvements, such as streets, sidewalks, community, and senior citizen centers, and recreational facilities; paying for planning and administrative expenses, such as costs related to developing a consolidated plan and managing Community Development Block Grants funds; provide public services for youths, seniors, or the disabled; and initiatives such as neighborhood watch programs.” Trails and greenway projects that enhance accessibility are the best fit for this funding source. CDBG funds could also be used to create an ADA Transition Plan. WFRC administers CDBG funds in Morgan County.</p>	<p>https://wfrc.org/programs/community-development-block-grant/ Application Deadline: Mandatory “How to Apply” workshops held annually in October 22, 2022</p>



SOURCE	SUMMARY	MORE INFORMATION
<p>Federal Lands Access Program (FLAP)</p>	<p>The FLAP program funds improvement to transportation facilities that provide access to Federal lands. These funds supplement State and local resources for public roads, transit systems, and other transportation facilities, emphasizing high-use recreation sites and economic generators. Administered by the State, funds are allocated based on road mileage, the number of bridges, land area, and visitation. A Programming Decision Committee (PDC) selects projects established in each State.</p>	<p>https://flh.fhwa.dot.gov/programs/flap/ Application Deadline: Varies.</p>
<p>Land and Water Conservation Fund</p>	<p>The Land and Water Conservation Fund (LWCF) provides grants for planning and acquiring outdoor recreation areas and facilities, including trails. Funds can be used for right-of-way acquisition and construction. The program is administered by Utah State parks as a grant program. Any projects located in future parks could benefit from planning and land acquisition funding through the LWCF. Funding is also available for new parks, and trail corridor acquisition can be funded with LWCF grants.</p>	<p>https://www.nps.gov/subjects/lwcf/stateside.htm Application Deadline: Spring, annually Local Match: 50/50 match</p>
<p>EPA Green Infrastructure Grants</p>	<p>The EPA offers a number of grant resources that serve to improve clean water in communities, such as the EPA Clean Water State Revolving Fund, EPA Clean Water Act Non-point Source Grant, and EPA Community Action for a Renewed Environment (CARE) Grants.</p>	<p>More information on these and other funding sources can be found through the EPA's website: https://www.epa.gov/green-infrastructure/green-infrastructure-funding-opportunities</p>
<p>Safe Streets and Roads for All (SS4A)</p>	<p>Provides grants to support local initiatives to prevent transportation-related death and serious injury on roads and streets (commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives).</p>	<p>Morgan County will be eligible to submit for SS4A implementation grants upon the completion of the Strategic Safety Action Plan being applied for and led by WFRC. The plan is expected to wrap up in late 2024. https://www.transportation.gov/SS4A</p>



Table 5: State Funding Sources

SOURCE	SUMMARY	MORE INFORMATION
Class B & C Road Funds	Class B & C roads are all public roads that are not state or federal roads. Funds are generated from a combination of state fuel taxes, registration fees, driver license fees, and other revenue sources. County roads are financed by Class B funds, while Class C funds finance roads owned by incorporated municipalities. Enhancement of traffic and pedestrian safety, including sidewalks, safety features, signals, and bicycle facilities are examples of permissible uses of these funds.	Regulations Governing Class B & C Road Funds: https://site.utah.gov/connect/business/public-entities/local-government-program-assistance/
Safe Routes To School (SRTS) & Safe Routes Utah	The SRTS and Safe Routes Utah programs are sources of funding for education, enforcement, evaluations, and infrastructure improvements (e.g., sidewalks, bike parking, etc.) that encourage elementary and middle school students to walk or bike to school. The Utah Department of Transportation (UDOT) administers these programs using Federal Surface Transportation Block Grant Set-Aside funds and Highway Safety Improvement Program funds.	https://site.utah.gov/connect/business/public-entities/local-government-program-assistance/ Application: https://docs.google.com/forms/d/e/1FAIpQLSfmCmG3px277GnDRDctnUkzj7KSxKOo-p8THY2dCtFH24UpMw/viewform Deadline: October 30, 2022
Safe Sidewalk Program	The legislature of the State of Utah has recognized the need for adequate sidewalk and pedestrian safety devices. State policy declares that “pedestrian safety” considerations shall be included in all State highway engineering and planning for all projects where pedestrian traffic would be a significant factor. The Safe Sidewalks Program provides a legislative funding source for the construction of new sidewalks adjacent to state routes where sidewalks do not currently exist and where major construction or reconstruction of the route, at that location, is not planned for ten or more years.	https://site.utah.gov/connect/business/public-entities/local-government-program-assistance/ Local Match: 25% Application: https://docs.google.com/forms/d/e/1FAIpQLSfmCmG3px277GnDRDctnUkzj7KSxKOo-p8THY2dCtFH24UpMw/viewform Deadline: October 30, 2022
UDOT - Maintenance Program	UDOT’s routine street resurfacing can be used as an opportunity to add bikeways or buffers to existing facilities. This option does not require additional funding. The FHWA provides a handout on using routine resurfacing projects to implement bike facilities (see more information link).	https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/resurfacing/resurfacing_workbook.pdf



SOURCE	SUMMARY	MORE INFORMATION
<p>Utah Outdoor Recreation Grant</p>	<p>The Utah Outdoor Recreation Grant is intended to improve recreational opportunities by constructing trails, pathways, and other recreational amenities. The program is administered through the Governor's Office of Economic Development. Grant awards in 2019 may range from \$5,000 to \$250,000. A 50% match is required; however, 25% of the total grant award may be provided through in-kind services.</p>	<p>https://business.utah.gov/outdoor/uorg/ Application Deadline: March, annually Local Match: 50/50</p>
<p>UDOT Transportation Investment Funds (TIF)</p>	<p>Transportation investment funds are a relatively new funding source for active transportation projects in Utah. The program, created in 2005, has traditionally funded roadway capacity projects. However, in 2018, SB 72 added standalone active transportation projects as an approved project type. Active transportation projects should help mitigate congestion and be included in an active transportation plan approved by UDOT. Projects require a 40% non-state match and can be used to design, construct, or maintain TIF-constructed facilities.</p>	<p>https://wfr.org/PublicInvolvement/GovernmentalAffairs/2019/SB72TransportationGovFundRevs.pdf Local Match: 40%</p>
<p>Bike Utah 1,000 Miles Campaign</p>	<p>In 2017, Governor Herbert initiated the 1,000 Miles Campaign to build 1,000 miles of family-friendly bike paths, lanes, and trails by 2027. Bike Utah supports this effort by offering strategic planning, technical assistance, and connections to financial resources so that communities can begin or continue developing bicycling in their area.</p>	<p>https://www.bikeutah.org/1000miles/</p>
<p>UDOT Region Transportation Alternatives Program</p>	<p>The Transportation Alternatives (TA) Set-Aside from the Surface Transportation Block Grant (STBG) Program provides funding for a variety of generally smaller-scale transportation projects such as pedestrian and bicycle facilities; construction of turnouts, overlooks, and viewing areas; community improvements such as historic preservation and vegetation management; environmental mitigation related to stormwater and habitat connectivity; recreational trails; safe routes to school projects; and vulnerable road user safety assessments.</p>	<p>https://site.utah.gov/connect/business/public-entities/local-government-program-assistance/ Application: https://docs.google.com/forms/d/e/1FAIpQLSfmCmG3px277GnDRDctnUkzj7KSxK0o-p8THY2dCtFH24UpMw/viewform Deadline: October 30, 2022</p>



SOURCE	SUMMARY	MORE INFORMATION
Rural County Grant	Utah rural counties of the third, fourth, fifth, or sixth class are eligible to apply for the Rural County Grant. A rural county may receive grant funding up to \$200,000 annually. The Rural County Grant empowers rural county governments to manage their unique economic development opportunities and take responsibility for planning, projects, and activities that will lead to improved economies.	https://business.utah.gov/rural/rural-county-grant/

Table 6: Local Funding Sources

SOURCE	SUMMARY
Voter-approved sales taxes	Voter-passed initiatives can be used to pay for transportation infrastructure, such as Davis County’s 2015 Proposition 1, which increased sales tax to 1 cent for every \$4 spent, and dedicates funds to transportation improvements, including roadway maintenance, transit service, other transportation-related costs such as trails, bikeways, sidewalks, etc.
Recreation, Arts, and Parks (RAP) Tax	Morgan County does not have a county-wide RAP tax like Salt Lake County’s ZAP tax, but individual cities may put this measure on the ballot for their respective jurisdictions. In most counties and cities in Utah where this tax has been implemented, 1 cent of every \$10 spent (sales tax) is applied to various recreation, arts, and parks projects.
Business Improvement Districts	Business improvement districts are self-taxing districts of commercial property owners within a municipality. Revenue generated from a BID can be applied to infrastructure improvements that benefit the district and the City. Legislation is necessary to permit local governments to create BIDs.
Special Service Districts	Special service districts can be formed by county or municipal governments in order to provide specific services within a defined area. Special service districts may collect voter-approved tax levies and user fees to fund services and facilities. The Snyderville Basin Special Recreation District is an example of a special service district that helps build and maintain trails and other active transportation infrastructure.
Private Sources	Private entities such as developers, hospitals, universities, businesses, or philanthropic organizations are often interested in contributing to projects that add significant value to the community. For example, trail and bikeway construction can be required as a condition of developers receiving a building permit. Additionally, local bike shops or part manufacturers have a vested interest in improving conditions for active transportation in their communities.

Funding Sources for Proposed Projects

Morgan County, UDOT, and other project partners will need to evaluate how each project they wish to implement will align with the purpose, goals, and scoring criteria of the various funding sources described in Tables 3 – 5. However, the following funding programs/sources and project types appear to be well-aligned and should be considered when prioritizing grant applications.

- **Local funding:** sign shared roadway projects and bike lane projects that do not require widening



of existing pavement footprints (signs and striping).

- **Transportation Alternatives Program:** Bike lane projects.
- **UDOT Maintenance Program:** Bike lane and shoulder bikeway projects on UDOT facilities, including Trapper's Loop, SR65, SR66
- **Safe Streets for All:** any safety-related project, including crossing improvements, Trapper's Loop spot safety improvements, and Old Highway sidepath extensions.
- **Safe Routes to School/Safe Routes Utah:** any connections to K-12 schools, including the Old Highway sidepath extension in Mountain Green.
- **Utah Outdoor Recreation Grant:** connections to State Parks (including East Canyon and Lost Creek), park and ride improvements, backbone shared use paths.
- **Recreational Trails Program:** backbone shared use paths.

As with any external funding source, funding availability and eligibility and selection criteria may change from year to year; for any major effort to acquire external funding, Morgan County should carefully review funding sources before dedicating effort to developing grant applications to ensure that the project is eligible for funding, aligns with the goals of the funding program, and can score well on any prioritization scheme used for funding allocation.

Partnerships

Beyond the funding sources noted above, partnerships with local and regional non-profit and for-profit entities can be instrumental in building an active transportation system. In cases where right-of-way acquisition, access, or easements are required to build and maintain active transportation facilities, partnerships with private property owners are essential to success. This consideration is especially important for the proposed Gateway Canal trail in this plan, which would require extensive coordination with entities including the Weber Basin Water Conservancy District, the Bureau of Reclamation, and key landowners.

In other instances, partnerships with private entities can help secure matching funds needed to pair with state and/or federal grants for planning, design, and construction; facilitate conversations and outreach to property owners and neighbors; and organize political support for active transportation investments. In Morgan County, the Mountain Green Trails Foundation (<https://mountaingreentrails.org/>) is one such entity; however, a county-wide cycling or trails organization does not yet exist locally.

In the case of planned connections to Weber, Salt Lake, and Summit Counties, collaboration with the county governments, MPOs, State Parks, and special service districts in those communities can allow for coordinated investments on both sides of jurisdictional boundaries and strengthen funding applications by showing interlocal/interagency collaboration. Coordination with advocacy groups in each of those counties can also help to align community support towards a regionally coherent set of investments.



APPENDICES

Bikeway Wayfinding Signage and Markings Best Practice

Gateway Canal/Weber River Alignment Parcel Ownership

DRAFT



Bikeway Wayfinding Signage and Markings Best Practice

The following guidelines are based on best practices established in the NACTO Urban Bikeway Design Guide². While these guidelines were originally developed for bicycle facilities in more urban contexts, the strategies are generally applicable with minor adaptations to small-town and rural settings as well.

Description

A bicycle wayfinding system consists of comprehensive signing and/or pavement markings to guide bicyclists to their destinations along preferred bicycle routes. Signs are typically placed at decision points along bicycle routes – typically at the intersection of two or more bikeways and at other key locations leading to and along bicycle routes. There are three general types of wayfinding signs: confirmation signs, turn signs, and decision signs.

Confirmation Signs



Purpose

Indicate to bicyclists that they are on a designated bikeway. Make motorists aware of the bicycle route.

Information

Can include destinations and distance/time. Do not include arrows.

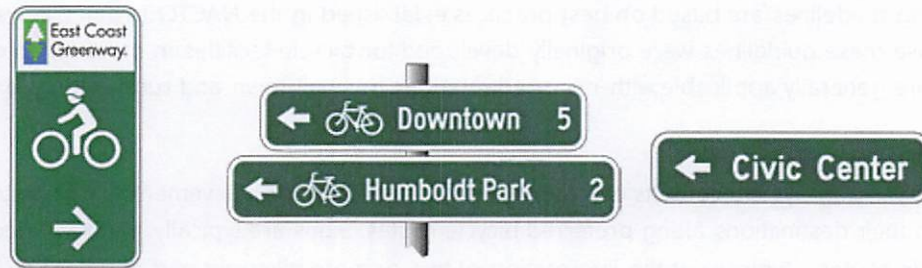
Placement

Every ¼ to ½ mile in areas with a street grid network or regular decision points, or every 1-2 miles, unless another type of sign is used (e.g., within 150 ft of a turn or decision sign). Should be placed soon after turns to confirm destination(s). Pavement markings can also act as confirmation that a bicyclist is on a preferred route.

² National Association of City Transportation Officials. *Urban Bikeway Design Guide*. Chapter: Bike Route Wayfinding Signage and Markings System. Available online at <https://nacto.org/publication/urban-bikeway-design-guide/bikeway-signing-marking/bike-route-wayfinding-signage-and-markings-system/> Accessed 15/08/2022



Turn Signs



Purpose

Indicate where a bikeway turns from one street onto another street. Can be used with pavement markings.

Information

Include destinations and arrows.

Placement

Near-side of intersections where bike routes turn (e.g., where the street ceases to be a bicycle route or does not go through). Pavement markings can also indicate the need to turn to the bicyclist.

Decision Signs



Purpose

Mark the junction of two or more bikeways.
 Inform bicyclists of the designated bike route to access key destinations.

Information

Destinations and arrows, distances, and travel times are optional but recommended.

Placement

Near-side of intersections in advance of a junction with another bicycle route.
 Along a route to indicate a nearby destination.

Types of Destinations

Wayfinding signs can direct users to a number of different types of destinations, including the following:

- On-street bikeways
- Commercial hubs and town centers
- Schools
- Civic/community destinations
- Local or regional parks and trailheads
- Bridges

Prior to developing the wayfinding signage, it can be useful to classify a list of destinations for inclusion on the signs based on their relative importance to users throughout the area. A particular destination's



ranking in the hierarchy can be used to determine the physical distance from which the locations are signed. For example, primary destinations (such as town centers) may be included on signage up to five miles away, while secondary destinations (such as parks and trailheads) may be included on signage one to two miles in advance.

Pavement Markings

Pavement markings can be installed to help reinforce routes and directional signage and to provide bicyclist positioning and route branding benefits. Pavement markings may be especially useful where signs are difficult to see (due to vegetation or parked cars). They can also help bicyclists navigate difficult turns.

Wayfinding Signage Benefits

- Familiarizes users with the bicycle network.
- Identifies the best routes to destinations.
- Overcomes a “barrier to entry” for infrequent bicyclists.
- Signage that includes mileage and travel time to destinations may help minimize the tendency to overestimate the amount of time it takes to travel by bicycle.
- Visually indicates to motorists that they are driving along a bicycle route and should use caution.
- Passively markets the bicycle network by providing unique and consistent imagery throughout the jurisdiction.

Typical Applications

- Along all streets and/or bicycle facility types that are part of the bicycle network.
- Along corridors with circuitous bikeway facility routes to guide bicyclists to their intended destination.

Required Features

- Follow MUTCD standards (Section 9B.01 – Application and Placement of Signs), including mounting height and lateral placement from edge of path or roadway. Additional standards and guidance are found in Section 9B.20 – Bicycle Guide Signs.

Recommended Features

- Decision signs should be placed in advance of all turns (near side of the intersection) or decision points along the bicycle route.
- Decision signs should include destinations, directional arrows, and distance. Travel time required to reach the destination provides bicyclists with additional information and may also be included. It is recommended that a 10 mph bicycle speed be used for travel time calculations.
- Place the closest destination to each sign in the top slot. Destinations that are further away can be placed in slots two and three. This allows the nearest destination to “fall off” the sign and subsequent destinations to move up the sign as the bicyclist approaches. For longer routes, show intermediate destinations rather than include all destinations on a single sign.
- Turn signs should be placed on the near-side of the intersection to indicate where the bike route turns.
- Confirmation signs should be placed every ¼ to ½ mile along bicycle routes, as well as on the far side of major street intersections.



- Clearview Hwy font is recommended, as it is commonly used for guide signs in the United States.

Optional Features

- Signs may be placed on “feeder” streets between the bicycle route and nearby destinations.
- Bicycle route map signs may be periodically placed along bike routes to provide additional wayfinding benefits to users.
- Conventional street name signs along bicycle routes may be redesigned to incorporate the street’s identity as a bicycle route.
- The placement of wayfinding signs may be limited specifically to the designated bicycle network, as other streets may be difficult or dangerous for bicyclists.
- Pavement markings may be used to help reinforce routes and directional signage. Pavement markings may be useful where signs are difficult to see (due to vegetation or parked cars) and can help bicyclists navigate difficult turns and provide route reinforcement. Pavement markings may also be a standard component of bicycle routes.
- There is no standard color for bicycle wayfinding signage. Section 1A.12 of the MUTCD establishes the general meaning for signage colors. Green is the color used for directional guidance and is the most common color of bicycle wayfinding signage in the US, including those included in the MUTCD.
- Signed bicycle routes may be partnered with a printed or on-line bicycle route map. Many online services, such as Google, now offer bicycle route mapping that may differ from signed routes. Morgan County may wish to consider such advancements in technology when planning wayfinding programs.



Gateway Canal/Weber River Alignment Parcel Ownership

PARCEL ID	PARCEL ADDRESS	OWNER NAME	MAJOR OWNER	NOTES	SECTION
01-005-072-01-NA		Bureau of Reclamation		Agency	1
01-005-065-NA1		Bureau of Reclamation		Agency	1
01-004-001-01	3900 W 4050 N	Lone Tree land			1
01-005-074	4200 Sessions Ln	DJ2	Yes		1
01-005-074-02	4200 W Sessions Ln	Randy Sessions			1
01-005-074-02-1	4200 Sessions Ln	KSBN	Yes		1
01-RFARM-0004	3136 N Morgan Valley Dr	Frandsen, Skip			2
01-RFARM-0003	3176 N Morgan Valley Dr	Love, Jared			2
01-RFARM-0002	3214 N Morgan Valley Dr	Schiffman, Ashley			2
01-RFARM-0001	3499 W Bigler Ln	Penrod, Jared			2
01-RP1-0001	3230 N Morgan Valley Dr	Phelps, Daniel			2
01-RP1-0002	3200 N Morgan Valley Dr	Roger, Susan Petersen			2
01-RP1-0003	3120 N Morgan Valley Dr	Stettler, Camille			2
01-004-099	3842 N 4000 W	Kobe, Kyle			2
01-004-107-001-NA		Weber Basin Water Conservancy	Yes		2
01-004-128-10	4070 W Peterson Creek Rd	Waldron Family Trust	Yes		2
01-DC1-0003	4067 W 3900 N	Carrigan, David			2
01-004-101	3835 N 4000 W	Palmer, Rex Arlo			2
01-004-101-NA1		Bureau of Reclamation		Agency	2
01-004-101-NA2		Bureau of Reclamation		Agency	2
01-004-137-NA		Bureau of Reclamation		Agency	2
01-004-138-NA		Bureau of Reclamation		Agency	2
01-KEARL-0002	3826 N 4000 W	Kinsey, Deanna			2
01-004-104-NA		Bureau of Reclamation		Agency	2
01-004-131-02-NA		Bureau of Reclamation		Agency	2
01-004-123-03	3861 N 3900 W	Spens, Harold			2
01-004-160-01-1	3250 N Morgan Valley Dr	Bilington, Allan			2
01-004-161-NA		Weber Basin Water Conservancy	Yes	Agency	3
01-004-227-NA		Bureau of Reclamation		Agency	3
01-004-250-NA		Bureau of Reclamation		Agency	3
01-004-248-NA		Weber Basin Water Conservancy	Yes	Agency	3
01-004-237-NA		Bureau of Reclamation		Agency	3
01-004-213	1610 W Stoddard Ln	Morgan Family Ranch	Yes		3
01-004-216-NA		Bureau of Reclamation			3
01-004-290-NA2		Bureau of Reclamation		Agency	3
01-004-287-NA		Weber Basin Water Conservancy	Yes	Agency	3



01-004-291	2030 W Stoddard Ln	Mecham, Ned Lynn	Yes		3
01-004-293-01	2030 W Stoddard Ln	Mecham, Ned Lynn	Yes		3
01-004-293	2030 W Stoddard Ln	Mecham, Ned Lynn	Yes		3
01-004-308-NA		Bureau of Reclamation		Agency	3
01-004-283-NA		Bureau of Reclamation		Agency	3
01-004-279-NA		Bureau of Reclamation		Agency	3
01-004-223-NA		Bureau of Reclamation		Agency	3
01-004-200	1610 W Stoddard Ln	Morgan Family Ranch	Yes		3
01-004-222	2017 N Morgan Valley Dr	Valimont Ranch			3
01-004-308-NA1		Bureau of Reclamation		Agency	3
01-004-313-NA		Bureau of Reclamation		Agency	3
04-306		Palmer, Garth			4
04-228	750 N 800 E	Swift, Austin Romney			4
01-004-394	1050 N 600 W	Arlene Christensen Trust			4
01-004-398-NA		City	Yes	Sewage Ponds	4
01-004-301-01	2135 W Stoddard Ln	Bates Family Trust			4
01-004-397	1151 W Island Cir	Wayne Kelly Cheney Trust		Disconnected from other owned land	4
01-004-408-03-1-1	29 S 100 W	Baird, Todd	Yes		4
01-004-408-03-1-2	29 S 100 W	Baird, Todd	Yes		4
01-004-310-06	2001 W Stoddard Ln	Blizzard, Clark			4
01-004-281	1835 W Stoddard Ln	Dillree, Lewis			4
01-004-349	3934 Iris Ave	Potter Ranches LLC			4
01-004-410-01	29170 Laurel Valley Dr	Baird, Daune A Maureen	Yes		4
01-004-410	29170 Laurel Valley Dr	Baird, Daune A Maureen	Yes		4
01-004-408-04-1	29170 Laurel Valley Dr	Baird, Daune A Maureen	Yes		4
01-004-332-02		Bill Carol Kippen Trust			4
01-004-417-01		Fred Jean Thurston Trust			4
01-004-472		Jones, Jeffrey			4
01-004-414	1360 Island Rd	Circle Bar Investments	Yes		4
01-004-407	2235 E Rees Ln	Rees Legacy LLC	Yes		4
01-004-419-01-1-2-1		Thurston Ranch			4
04-181-04-NA	48 W Young St	City	Yes		5
04-181		Cindy Stuart Trust			5
04-234-03	215 E 300 N	Haddock, Daron R			5
04-225-001-NA		Public Works		Transfer Station	5
04-225-002-NA		Public Works		Transfer Station	5
04-222	215 E 300 N	Rich Acres	Yes		5



04-223	215 E 300 N	Rich Acres	Yes		5
04-241	215 E 300 N	Rich Acres	Yes		5
04-468	215 E 300 N	Rich Acres	Yes		5
04-474	215 E 300 N	Rich Acres	Yes		5
04-234-03-1	215 E 300 N	Rich Acres	Yes		5
04-224	215 E 300 N	Rich Acres	Yes		5
04-233-003	215 E 300 N	Rich Acres	Yes		5
04-127-NA	55 N 200 E	School	Yes		6
04-136-NA	48 W Young St	City	Yes		6
04-246-005	2022 S Morgan Valley Dr	Crowther, Lance			6
04-246-NA		City	Yes		6
04-246-004	2022 S Morgan Valley Dr	Crowther, Lance			6
04-050-NA2		School	Yes		6
04-127-001-NA		State Road Commission			6
04-129-001-NA	185 E 100 N	School	Yes		6
04-463-NA		City	Yes		6
04-252-01		City	Yes		6
04-252-NA		City	Yes		6
04-050-NA1		City	Yes		6
04-481-NA		School	Yes		6

DRAFT

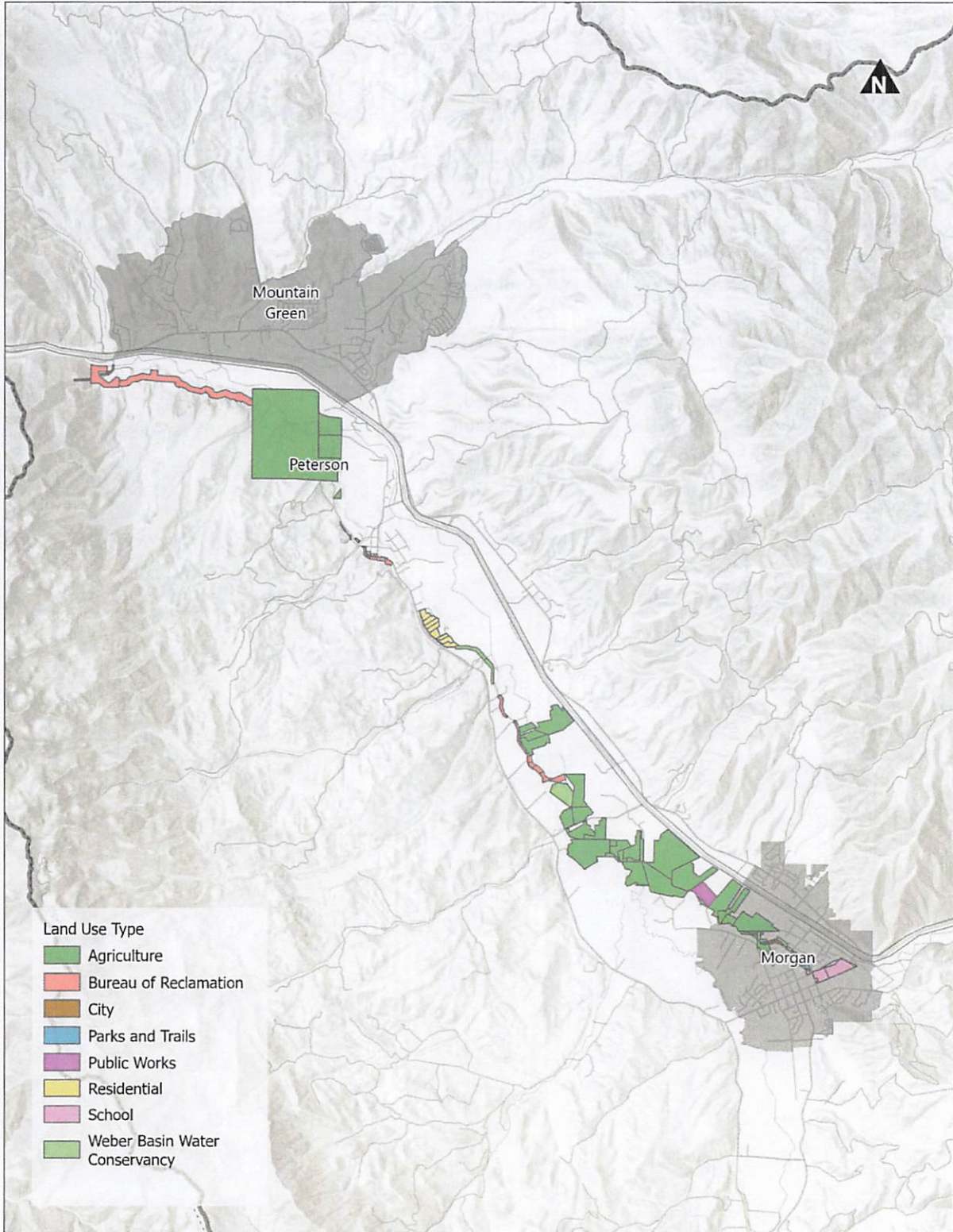


Figure 41: Parcels affected by Canal Route



County Commission Agenda Request Form

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

Morgan County
Attn: Julie Rees
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829-6716
Email: jrees@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: February 7, 2023 Time Requested: 5 min
Name: Mike Newton Phone: 801-317-6275
Address: County Commission
Email: mnewton@morgan-county.net Fax: _____
Associated County Department: Wool Growers Association

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion / Decision - Ratification of 2023 Predator Control Agreement with State of Utah and Wool Growers association.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

Morgan County Predation Management Plan -2023

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, 2023 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, 2023. 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 made out to the PDCF should be mailed 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 4315 S. 2700 W., Suite 2200, Taylorsville, Utah 84129 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, 2023; 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



Contract # 231326

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: 7/1/22 Termination Date: 6/30/23 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: _____
- 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

Michael L. Newton
Michael L. Newton (Dec 1, 2022 16:39 MST)
 Contractor's signature Date
Michael L Newton County Commission Chair
 Type or Print Name and Title

STATE

Kelly Pehrson
kelly Pehrson (Dec 5, 2022 07:11 MST)
 Agency's signature Date
Melani Hender 12/01/2022

STATE OF UTAH APPROVING AUTHORITIES

N/A
 Director, Division of Purchasing Date

RECEIVED AND PROCESSED BY DIVISION OF FINANCE

<u>Kelly Pehrson</u>	<u>801-982-2202</u>	<u></u>	<u>kwpehrson@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	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)



Invoice

Utah Dept. of Agriculture & Food
c/o USDA, Wildlife Services
1860 W. Alexander St., Ste. A
West Valley City, Utah 84119
Phone: (801) 975-3315 Fax: (801) 975-3320



State of Utah Contract #:

DATE: November 18, 2022

TO: Morgan County
Attn: Zach White
48 W Young St.
Morgan, UT 84050

PHONE:

DESCRIPTION OF SERVICE	AMOUNT
Predator Damage Control (Aerial Operations)	\$15,600.00

Contract dates: July 1, 2022 – June 30, 2023

TOTAL DUE THIS STATEMENT: \$15,600.00

Please make check payable to: PDCF

Please return a copy of the statement, or your contract, with your remittance to:

**USDA-APHIS-Wildlife Services
1860 W. Alexander St., Ste. A
West Valley City, UT 84119
(801) 975-3315**

For questions regarding this invoice, please call Diana Dilsaver at 801-975-3318.



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 02/07/2023 Time Requested: _____
Name: Blaine FACKRELL Phone: (801) 668-0101
Address: 3370 S Hwy 66
Email: bfackrell@morgancountyutah.gov Fax: _____
Associated County Department: Commission/TTAB

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

discussion and requesting authorization of expenditures of the grant monies for the Dome Event Center and Village project at East Canyon State Park. We received a grant for \$100000 from the rural opportunity grant part B program from the state. We are ready to proceed.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

F9

Morgan County Geodome Project Proposed Budget

Task or Description	Contractor Bid	Cost	Grant Request	In Kind/Match	Description
GEO DOMES					
Event Dome Materials					
Materials	Luna	\$ 65,000	\$ 65,000		
Event Dome heating and air		\$ 4,345	\$ 4,345		
Cold weather padding	Luna	\$ 15,650	\$ 15,650		
Dome installation					
Event Dome Foundation		\$ 20,000	\$ 20,000		Dome base and flooring, bid provided by local contractor
Event Dome Decking		\$ 32,000	\$ 32,000		Dome base and flooring, bid provided by local contractor
Event Dome Instalation Labor		\$ 8,500	\$ 8,500		
Technical Assistance		\$ 4,005	\$ 4,005		On-site Expert Support for construction
	Subtotal	\$ 149,500	\$ 149,500		
UTILITIES					
Electrical (Power) Infrastructure		\$ 5,500			
Broadband Infrastructure	Liberty Broadband	\$ 2,500			Wireless broadband internet
	Subtotal	\$ 8,000			
Dome Materials and Instalton	Total	\$ 157,500			
DOME FURNISHINGS					
Tables and Chairs	Uline	\$ 24,800			Quoted from: National Public Seating -- event tables and seating for 300 people
Kitchen	TBD post-approval	\$ 4,000			Food prep cabinets, refrigerator
Soft Goods	TBD post-approval	\$ 2,255			linens, décor, rugs, etc.
Project Administration					
Project Director Wages				\$ -	15% of time and effort of the Economic Development and Sales Marketing Team
State Park Infrastructure					
Land and infrastructure		\$ 120,000		\$ 120,000	In-kind --bathrooms, 12' x 20' Pavilion, general, property
Parking		\$ 10,000		\$ 10,000	Materials and labor
		\$ 130,000		\$ 130,000	
Marketing					
Website hosting and updates				\$ 25,500	\$6,000 designer; \$15,000 for ecommerce functionality, integrations, and content; and \$500/month for maintenance; other costs \$1,000
Categories Total					

Indirect Cost					Government de minimus rate
GRAND TOTAL					

Rural County Grant Program Part B - Fiscal Year 2022

Applicant	James Ebert
Applicant ID	APP-046853
Company Name	Morgan County Government
Recipient Address	Morgan County Government 1754 N 1350 W Farr West, UT 84404
Phone	(801) 710-0788
Email	james@ebertsolutions.net
Status	Approved

Organization Information

Question: County

Morgan County

Question: Mailing Street Address

48 West Young Street

Question: Mailing City

Morgan

Question: Mailing Zip Code

84050

Question: Primary Contact First Name

Mike

Question: Primary Contact Last Name

Newton

Question: Primary Contact Title

Morgan County Commission

Question: Primary Contact Email

mnewton@morgacountyutah.gov

Question: Primary Contact Phone Number

801-317-6275

Question: Secondary Contact First Name

Blaine

Question: Secondary Contact Last Name

Fackrell

Question: Secondary Contact Title

Morgan County Commissioner

Question: Secondary Contact Email

bfackrell@morgancountyutah.gov

Question: Secondary Contact Phone Number

801-668-0101

Question: Part B Grant Funding Amount Request

\$300,000.00

Supporting Documents

To be uploaded into application form

1. Letter of support from the Community Economic Development Advisory Board (CED)
2. The entity's W9 form, or the applicant's State of Utah vendor number if the applicant is currently a state vendor

File upload is a TWO STEP process

1. Select File
2. Upload File

If you do not see the file upload date, it did not successfully upload.

Question: County Organization W-9 Form

[W9 12-14-21.pdf](#) (12/15/2021, 11:18 AM)

Question: Letter of support from the County Economic Development Advisory Board (CED)

[Morgan Letter John.pdf](#) (12/15/2021, 11:18 AM)

Scope of Work

To be written into the appropriate field in the application

1. Describe in detail what the proposed Rural County Grant projects and activities are
2. What type of work will be done?
3. Include a description of how projects and activities will be completed
4. Describe the economic development goals and benchmarks of the projects and activities

Question: Scope of Work (Up to 10000 character limit incl. spaces)

1. Morgan County designed its proposed Rural County Grant *River's Edge Geodome Project* to create a viable midsize and scalable event village as an essential element of its *2021 Economic Development Strategic Plan* to invest in expanding our local economy and improving prosperity and the quality of life for our residents. This investment starts with fostering collaboration among Morgan County, communicating to stakeholders, partnering with local business resources and statewide partners in building a community vision. It is the first step to true economic development growth within Morgan County

This project grows its East Canyon State Park into a destination of choice for events such as small conferences and retreats, religious meetings, recreational activity, national tournaments, and corporate, military, and educational training. Currently, Morgan County lacks a robust system of amenities to support it as a tourism destination. As capital facility investment, the Geodome Project creates an event space to support the County's current retail assets and create the need for more.

Tourism is currently one of the world's largest and fastest-growing industries and economic sectors. It is commonly used as the primary strategy in regional development plans due to stimulating new economic opportunities. If implemented strategically, it can positively impact the balance of payments, employment, gross income, and production. However, unplanned and uncontrolled tourism growth can deteriorate our natural resources and compromise the rural quality of life, our environment, and the economy in the long run.

Morgan County Commission collaborated with the County Economic Development Board, Explore Morgan, and the Morgan County Redevelopment Agency to develop a well-thought-out and long-term plan to create sustainable tourism. The collective work adheres to Utah's Red Emerald Initiative and the World Tourism Organization's sustainable tourism guidelines:

- Make optimal use of environmental resources, establishing a crucial element in tourism development, maintaining essential ecological processes, and helping to conserve natural heritage and biodiversity.
- Respect the socio-cultural authenticity of its communities, conserve their built and living cultural heritage and traditional values, and contribute to inter-cultural understanding and tolerance.
- Ensure viable, long-term economic operations, providing socio-economic benefits to all fairly distributed stakeholders, including stable employment and income-earning opportunities and social services to host communities and contributing to poverty alleviation.

Morgan's tourism economy has the unique opportunity to maintain the authenticity of its community and capitalize on its manufactured and natural resources. The project's two-year build-out emphasizes environmental sustainability, limited light pollution, and wildlife protection. The geodome structure and compound are eco-friendly and maintain the community's cultural heritage. Finally, it keeps our pioneers' natural landscape for history enthusiasts, including the Donner, Brigham Young's wagon caravan, and the Pony Express.

The project utilizes Morgan County's prime resources: 1) Interstate 84 –a critical east-to-west transportation route running carrying commercial, recreational, tourism, and commuter traffic and tourism along the Wasatch Back; 2) an increase in national and international awareness of its outdoor recreation amenities– Snowbasin and the new Wasatch Peaks Ranch offer year-round recreation and feature world-class skiing and other outdoor activities; 3) a long time, healthy and growing regional use of environmental resources –Weber River is the second most recreated river in Utah provides blue ribbon fishing and family-friendly rafting and kayaking and East Canyon and Lost Creek State Parks, well-known for boating and fishing; and 4) the opening of The Cobblestone Hotel –a 56 room hotel (without event space).

2. The Geodome Project provides a phased development to offer multi-use event space on the East Canyon State Park property. Geodomes provide an eco-friendly, reliable, safe, and waterproof living environment for any climate. They enclose a high volume of open interior living space with a low required surface area and provide the ability to naturally heat and cool because the air and energy circulate freely throughout the structure. The domes are formed by a series of triangles fitting together to create a tight waterproof structure set upon a concrete platform. They are the only manufactured structure that gets proportionally stronger as they increase in size. The domes are engineered to be resistant to high wind speeds, heavy rainfall, and snow, and they have a longer lifespan than yurts.

The domes come in several sizes and styles. In Phase one of the project, Morgan constructs an Event Dome with a capacity of Standing: 300 people, Row Seating: 200 people, Buffet Dinner: 170 people, Round & Stand Up Tables: 150 people. This type of dome can be used for corporate events and small conventions, weddings, ceremonies, art and music exhibits, four-season sporting event shelters, etc. The Event Dome is properly insulated for winter month use. The project also includes two smaller dwelling-size domes --perfect for an Airbnb.

Morgan will add additional domes in later phases to create a dome village destination, including greenhouses (to create outdoor classrooms and extended growing season opportunities), eco-resort/glamping, and clear sky (example: Glacier Park), and projection domes. The domes allow East Canyon to maintain its Dark Sky Park Status and draw tourists and scientists to it specifically for this purpose. A Dark Sky Park possesses an exceptional quality of starry nights and a nocturnal environment specifically protected for its scientific, natural, educational, cultural heritage, and public enjoyment. According to National Geographic (June 2021), "Dark sky tourism is on the rise across the U.S. Stargazers are seeking nighttime illumination at remote dark sky locations in Idaho, Nebraska, and

Arkansas." Having Dark Sky status promotes partnerships with several statewide education institutions. East Canyon will be the first facility of its kind in Northern Utah to provide a year-round overnight facility for dark sky experiences.

3. The project intends to employ local excavators and contractors to build out the site. Morgan County utilizes Explore Morgan to develop and implement a marketing plan and manage the project. Explore Morgan uses a demand and booking market and segment analysis to determine booking patterns for its revenue optimization plan. It contracts with local restaurants and caterers, florists, printing, artists, entertainment, event planners, etc., to organize and execute the events. It coordinates with the Cobblestone Hotel for event lodging needs and helps generate bookings for the Cobblestone, which currently does not have event space. Explore Morgan expects to book a diverse client base and use this venue in solicitation and bid applications to host national governing bodies and regional associations, and tournaments. It collaborates with local industry, community-based organizations, and education institutions to offer the facility at reasonable rates for their use and register with the Chamber of Commerce.

4. The project's economic development goals and benchmarks address the *Morgan County 2021 Economic Development Strategic Plan* to diversify its tax revenue base. It is a tactic designed to achieve its Tourism five-year objective (#6.d—Tourism, East Canyon State Park) and ten-year objective (#3.d.i—Tourism, East Canyon and Lost Creek State Parks, Capital investment in park infrastructure). The project constructs a capital facilities improvement and develops a comprehensive and informed revenue optimization plan to develop tourism as a viable long-term economic strategy. This strategy assists in relieving the current tax burden of Morgan residents through increased tourism, restaurant, and

sales tax, keeping local professional training and entertainment dollars in the County, and providing contracts and employment for residents.

These goals address the following revenue-generating demands:

- 73% of Morgan County's property tax revenue helps fund its school district. The statewide average for school district allocations is 58%. This project offers a diversification strategy for education funding.
- With the smallest percentage of public lands of Utah's Counties, Morgan County is 95% privately owned --leaving a limited amount of land available for commercial development. This project optimizes public lands to generate new revenue.
- Since 2003, its tax base has declined 55% in the ratio of commercial property value to residential property values. This project expands tax revenue from local food and beverage providers.
- Morgan currently lacks adequate space for hosting corporate events. The project eliminates this issue.

The Geodome Project's Benchmarks include:

- Explore Morgan will use a known tool in the industry to value the impact on the local economy.
- Create a system to collect the project data and measure progress and success.
- For 2023, set a target for the number of Geodome reservations, the desired outcome for a participant/reservation return rate for 2024 booking, and the anticipated return on investment (ROI).
- Implement a GANT chart to monitor timeline fidelity and accuracy.
- Create a contracting and hiring policy to prioritize residents and companies.
- Develop local community partnerships for residents and businesses to utilize the geodomes.
- Launch an East Canyon Geodome page on the Explore Morgan website.
- Develop a marketing campaign to include Google Ads, social media, segment analysis, education institutions, events, conferences, outreach, collateral material, etc.
- Complete Phase One build-out before October 2022.
- Provide clients with a satisfaction survey.

Deliverables and Outcomes

To be written into the appropriate field in the application

Please address the following:

1. What will the completed economic development projects and activities look like? For example,
 1. What populations or industry sectors will the project affect?
 2. Will business opportunities be enhanced by this project?
 3. How many projected new jobs will be realized as a result of this project?
2. Show metrics of project success, e.g., how it will be measured, tracked and recorded against goals and benchmarks, and how the project will affect:
 1. business recruitment, development, and expansion;
 2. workforce training and development; and/or,
 3. infrastructure and capital facilities improvements for business development
3. Explain the timeline for completion of projects and activities including important dates, goals, benchmarks, etc.

Question: Deliverables and Outcomes Narrative (Up to 10000 character limit incl. spaces)

1. The completed River's Edge Geodome Project transforms Morgan's East Canyon State Park into a destination of choice for events such as small conferences and retreats, religious meetings, recreational activity, national tournaments, and corporate, military, and educational training. The construction of the Event Geodome serves as the centerpiece for Phase One of a multi-phase project to construct a geodome village. In addition to the Event Geodome, Phase One also includes two smaller short-term rental domes (funded by this grant), as well as its existing public restrooms, a pavilion, and parking. This Geodome Village connects to the local motorized and nonmotorized trails systems, and it is close to East Canyon's water access points. The property is 27 miles away from Morgan City, where the Cobblestone Hotel and Suites and numerous restaurants, retail, and other businesses are located.

(1) The Geodome project affects several of Morgan's entities by providing a space for events and opportunities for contracted services related to those events. It acts as a generator for tourism, retail, food and drink, arts and entertainment, businesses, outdoor recreation, sports associations, and similar businesses. The following is a synopsis of how it affects several common industry sectors.

- **Educational and Scientific Services** – The Geodome project provides training and conference space, offers outdoor classroom opportunities, and Dark Sky studies and experiments.
- **Accommodations and Food Service** – The project provides additional overnight accommodations. It offers event space options for the Cobblestone Hotel group bookings. It generates revenue opportunities for drink and food service providers and retail catering to events (florists, printing, AV companies).
- **Agriculture, Forestry, Fishing, and Hunting** – The project provides lodging and other amenities for outdoor enthusiasts and transforms East Canyon State Park into fishing and hunting destinations. In future phases, it offers a greenhouse for plant and flower growing.
- **Arts, Entertainment, and Recreation** – The project provides a venue for performances, displaying art, and hosting cultural exhibits. It also promotes Utah's rich history. It provides shelter and facilities for hikers, snow-shoers, hosts national governing bodies and regional associations, and tournaments.
- **Construction** – The project provides local contractors and excavators with contracts to assist with the build-out, and future phases provide ongoing opportunities.

(2) The Geodome project functions as an economic multiplier for Morgan County's economy. It draws events into the County to enhance numerous business opportunities for tourism, retail, food and beverage, arts and entertainment, and other customer-based businesses as they answer the need for their new consumers' increasing demands.

(3) The project planning team believes it has the ability to generate ten new jobs by the end of the two-year project. Examples of jobs include forest service, maintenance, and management for the Geodome Village and it can increase the number of employees for local businesses (such as restaurants, retail, and outdoor recreation providers and retailers).

2. The project team has defined Economic Development as "the creation of wealth from which community benefits are realized." Its plan catalyzes a broad, strategic effort to create jobs, support current and potential businesses, stabilize local economies and diversify taxing structures. The project measures its success through an ongoing assessment of:

- The amount of revenue does it generates as a destination as measured by its profit/loss statements and balance sheet;
- A upward trend and revenue for related industry sectors in their employment opportunity as measured by project surveys of local businesses and organizations;
- A significant return on investment (ROI) for the project
- Customer satisfaction
- Customer base growth and retention

1. The project team also believes the Geodome project has the ability to incubate local businesses and attract new businesses to the County. Companies in Morgan County will benefit considerably from the event and convention users visiting and staying in short-term— rentals. Restaurants, Hotels, retailers, VRBO's and other small businesses would benefit as new customers are attracted to Morgan County.
2. The project provides workforce training space.
3. River's Edge Geodome Village is a capital facilities improvement project. The budget requests funding to construct an Event Geodome and two smaller geodomes as short-term rentals. It is Phase One of a multi-phase project to build a village. The Scope of the Work section details the capital project.

3. Timeline

January 2022

- Grant approval
- Launch Morgan County procurement process (gather bids for contractors and construction needs)
- Award Pacific Dome as a single-source contractor
- Create a detailed job description for the Project Manager and formally add these responsibilities to the position's duties and responsibilities
- Publish project announcement

February

- Submit permit requests
- Review project contractor bids
- Begin working on a resource development plan to secure funding for future phases

March

- Award contractor bids
- Begin work on website design and marketing plan

June

- Construct small Geodomes (week one)
- Launch Geodome summer rentals (week two)

September

- Construct small Geodomes (week one)
- Launch Event Geodome rentals (week two)

October

- Formal Ribbon Cutting
- Website Launch
- Marketing Plan in full operation

January 2024

- Launch Phase Two Plan

Budget

Explanation to be written into the appropriate field in the application:

1. Explain the funding requirements of the project
2. Include calculated project bids
3. Provide estimated administrative costs
4. Explain the source and quantity of matching funds
5. Submit a proposed budget in spreadsheet format (Excel format to be uploaded)

Funding Match Value Totals:

- 10% match for a county of the sixth class
- 20% match for a county of the fifth class
- 30% match for a county of the fourth class
- 40% match for a county of the third class

Question: Budget Narrative

The proposed budget details the project expenses totaling \$492,586. Morgan County is requesting 61% of the initial project funding to this grant (\$300,000). Its match of \$222,781 exceeds the grant requirement. These matching funds include in-kind and cash Morgan County funds. Morgan County intends to assume the costs associated with project management and indirect costs. The project planning team will seek additional state-level public funding for related projects and future phases.

The project bids were generated by Pacific Dome, a national retailer of geodome. Pacific Dome has experience with projects like the River's Edge Geodome Village. Attached to the budget spreadsheet is the Pacific Dome bid and the narrative includes links to its website to provide additional information and visuals.

The project used Center Point Construction for the local contractor bids and Liberty Broadband provided the bid for internet infrastructure. The contractor bids will abide by Morgan's procurement process.

The project estimated the furnishing costs using the advice of an expert in the hotel industry.

The project includes in-kind contributions from the local state parks. It includes the land and

infrastructure. A local company has committed to providing in-kind materials and labor to an additional parking lot.

Question: Budget Spreadsheet

Revised_Budget with Bids.pdf (12/15/2021, 7:39 PM)

Question: What will be the source of match?

- A community reinvestment agency-
- Re-development agency-
- Community development and renewal agency-
- Private-sector entity-
- Non-profit entity-
- Federal matching grant-
- County or municipality general fund match-
- In-kind match-

Grant Agreement

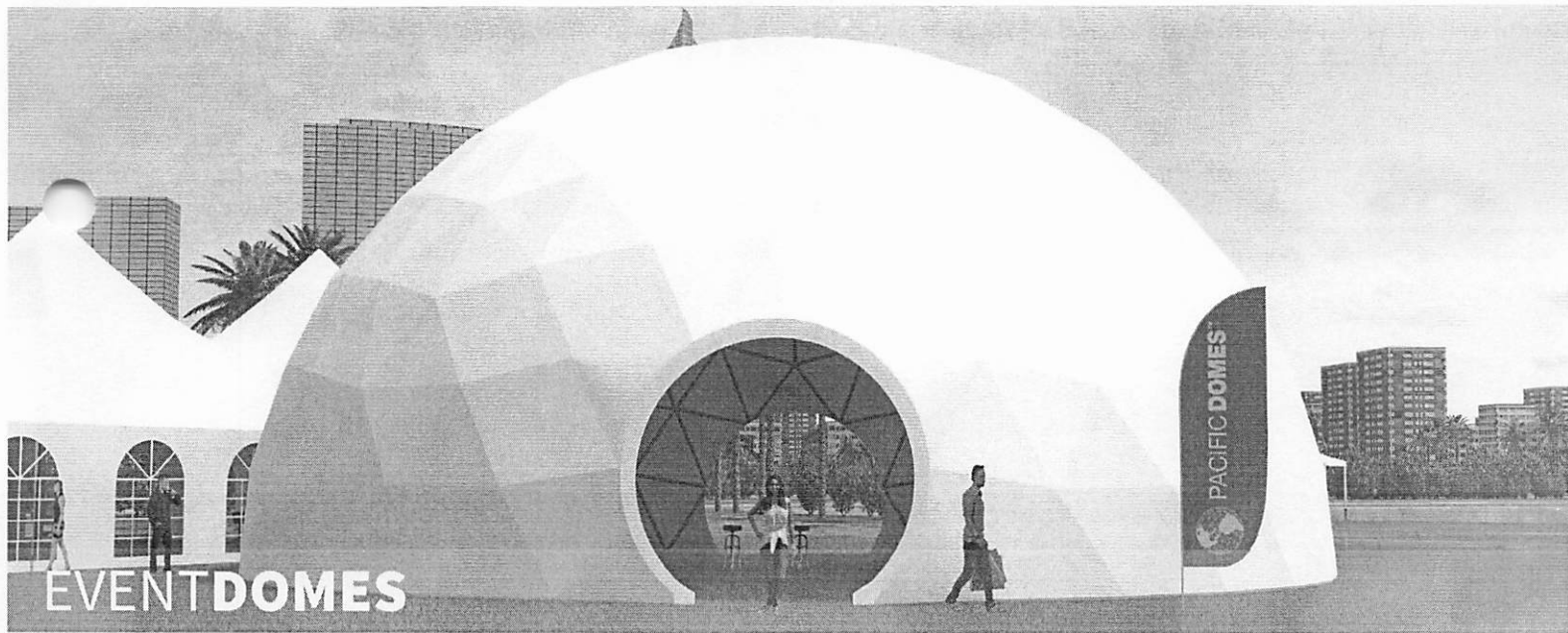
By submitting this application and accepting Part B grant money for FY 2022, the County acknowledges that future grant funding under Part B will be contingent on County's timely reporting as required under Utah Code § 17-54-103(9) and the demonstration of the tender of matching funds in the amount required by Utah Code § 17-54-103(5). If the County fails to comply with any law applicable to the issuance of this grant money or makes any misrepresentation in this application, the State may, in its sole discretion, deny this application or future applications submitted by the County.

Question: Do you agree to the above stated Program Terms?

- Yes
- No

Question: Type your name as signature attesting to the preceding statement.

Blaine Fackerell



60ft Event Dome (18M)

Size & Weight

Floor Area: 2,800 sq.ft. (260 sq.meters)

Ceiling Center Height: 30ft. (9.1 meters)

Approx. Dome Weight: 6,930 lbs. (3,143 kg.)

Frame Package:

Pallet 1: 96" x 48" x 27" (2.4 x 1.2 x .7 meters)

Pallet 2: 96" x 48" x 26" (2.4 x 1.2 x .7 meters)

Cover Package:

Pallet 1: 72" x 48" x 48" (1.8 x 1.2 x 1.2 meters)

Capacity

Standing: 400 people

Row Seating: 225 people

Buffet Dinner: 200 people

Round & Stand Up Tables: 200 people

Engineering

No. of Struts: 555

Frequency: 6

Max Wind w/ No Snow: 100mph

Max Snow w/ Wind Load: 20lbs @130mph

Assembly

Assembly Time: 14 hours with crew of 4

Required Equipment: 10k reach, 56' boom, 80' boom if vinyl,
2 x 8' A-Frame ladder, 30' Electric Scissor, Jackhammer

Event Dome Package Includes

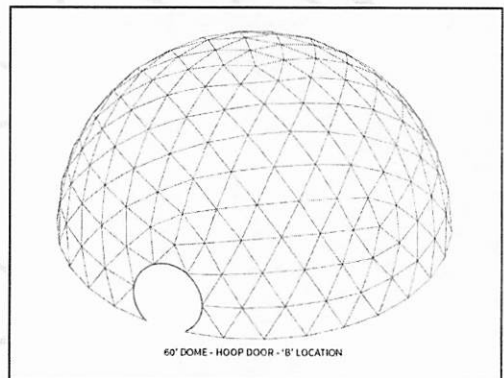
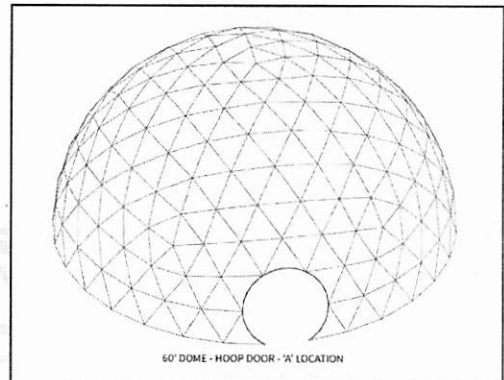
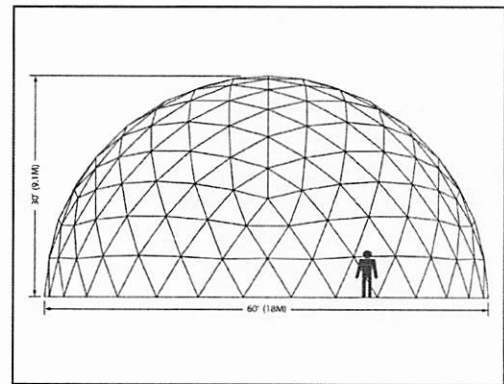
Frame: Heavy duty galvanized steel tubes & hardware

Cover: Vinyl cover

Doors: 2 round doors with reinforcement hoops

Anchoring: Hardware for any type of surface

Instructions: Dome care & assembly manual



PACIFIC DOMES™



Blaine

Here is the information the Brach sent to me on the build James,

Sorry for the delay on this.

If the dome come as a kit, then it would be

1. Dome:

- \$ cost of the dome?

- ~\$ 2,800 in labor costs at \$25/hour (28hrs/4 people) to set it up.

2. Decking:

- decking (Trex) ~5528 SqFt (1"x6"x16'= 8 SqFt/board @ \$45/board)

- 25 SqFt/hr/person @ \$25/hr (6 people, 37 hrs) \$5,550 labor

Total Labor cost: ~ \$8,350

Material cost for decking: ~\$31,095

Sub structure under decking: ~ \$20,000 (should include labor)

These are just estimates and there is very likely material for decking that could be cheaper to use than Trex. Let me know if you have any questions.



Thanks,

Brach Nelson

801.888.5528

brachnelson@gmail.com





County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23

Time Requested: _____

Name: Commissioner Jared Andersen

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: Commissioner Jared Andersen

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Weber River Floodplain Mapping Study resigning

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓



GRANT AGREEMENT

Utah Permanent Community Impact Fund Board Program Weber River Floodplain Mapping Study

This Grant Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department** or **DWS** and the following, hereinafter referred to as Grantee or Contractor:

Organization: **Morgan County**
Address: **48 West Young Street**
City, State Zip: **Morgan, Utah 84050**

Vendor Number: 06223B Commodity Code: 99999 UEI Number: N/A

Contractor Type: *Government* Subrecipient/Contractor: N/A

Grantee Program Name: *Weber River Floodplain Mapping Study*

Funding Source: *23 CIB MINERAL LEASE FUND*

PURPOSE

The Permanent Community Impact Fund Board provides loans and grants to counties, cities and towns that are impacted by mineral resource development on federal lands. Because local communities cannot collect taxes from federal lands, their ability to provide necessities like roads, municipal buildings, water and sewer service is diminished. To reduce that burden, a portion of the federal lease fees are returned to the Community Impact Board to distribute to the impacted communities.

PERIOD OF PERFORMANCE

This Agreement shall be effective **January 17, 2023** through **January 17, 2025**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein.

CONTRACT COSTS

The **Grantee** shall be paid up to a maximum of **\$48,350.00** for costs authorized under this Agreement, based on funding availability and Grantee performance. All expenditures and activities must be in accordance with all attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year end. Billings submitted after this date may be denied.

ATTACHMENTS

Attachment A – State of Utah Standard Terms and Conditions for Services
Attachment B – DWS Interagency Supplemental Terms and Conditions
Attachment C – Scope of Work
Attachment D – Budget

RATIFICATION

It is understood and agreed that the effective date of this Agreement is the date of commencement of services as provided in the Period of Performance paragraph above, and that any and all appropriate costs within budget incurred by the Grantee between said effective date and the date on which this Agreement is fully executed are hereby approved and ratified for payment.

CONTACTS

DWS

Brenda Brown
Program Specialist
140 East 300 South
Salt Lake City, Utah 84111
801-707-0965
bpbrown@utah.gov

Grantee

Jared Andersen
Morgan County Commissioner
987 North 650 East
Morgan, Utah 84050
801-829-8238
jandersen@morgancountyutah.gov

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: MORGAN COUNTY

Signature Date

Print Name and Title

ATTEST: UTAH DEPARTMENT OF WORKFORCE SERVICES

Casey Cameron, Executive Director Date

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

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, 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 the parties entering into 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) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) 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.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "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.
 - j) "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.
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 Services 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.
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, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (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, dated December 13, 2006, which prohibits unlawful harassment in the work place. 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, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
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:** Unless otherwise stated in this Contract, 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 either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved 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.

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. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **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, all of which must be in accordance with GRAMA, 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.

20. **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.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery 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.
22. **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.
23. **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.
24. **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 and 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.
25. **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.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **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 (i.e. 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.
28. **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.
29. **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.
30. **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.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **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.
33. **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.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **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.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes 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:** INTENTIONALLY DELETED
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:** INTENTIONALLY DELETED.
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 limits 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 of this Contract 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.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
 - c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.

3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.

4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.

5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. Provisions Required in Subcontracts: If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

6. **MONITORING:**
- a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
 - b. If it is discovered that CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between CONTRACTOR and DWS.
 - c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
 - d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
7. **CODE OF CONDUCT** (attached if applicable): CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
- a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
 - b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
 - c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
- i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
9. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
10. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.
11. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
12. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any

- payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.
13. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
 14. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
 15. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
 16. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
 17. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments. To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.
 18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.
 19. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in

the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

20. DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:

- a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
 - iii. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - iv. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - v. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - vi. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than

"necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

21. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
22. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
23. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
24. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
25. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R.123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS'S or CONTRACTOR'S responsibilities with respect to this contract is prohibited except as required or allowed by law. 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 DWS and the State of Utah, including anyone for whom DWS 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. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

ATTACHMENT C
SCOPE OF WORK
PERMANENT COMMUNITY IMPACT FUND BOARD
Weber Flood Plain Mapping Study
Morgan County

I. Purpose/Background

- A. The project consists of a two phase mapping study:
1. Phase I, a hydraulic study and survey of the Weber River Floodplain to determine the actual conditions on the ground by modeling existing situations using the most up-to-date technology and preparing an accurate model of the Weber River Floodplain within the study area.
 2. Phase II will design a partial map revision in accordance with FEMA instructions for submission to update the floodplain maps for the site and travel expenses.
- B. The Grantee is a recipient of funding under the Permanent Community Impact Fund provisions contained in Utah Code 35A-8-301 et seq. and is a county, city, town, county service area, special service district, special improvement district, water conservancy district, water improvement district, sewer improvement district, housing authority, building authority, school district, or public postsecondary institution organized under the laws of this state. The project scope of work is for the intended statutory purpose of planning, construction or maintenance of a public facility or provides the provision of public services.

II. Grantee Responsibilities

- A. The Grantee shall oversee completion of the Weber River Flood Plain Mapping Study.
- B. The Grantee certifies the project is not a pass-through of public funds to a private entity.
- C. The Grantee shall comply with all Permanent Community Impact Fund rules and regulations.
- D. If the Grantee has not commenced work on the project within six months of executing this Contract, the contract may be terminated by written notice from the Department. Work performed after the date of contract termination is not reimbursable.
- E. The project must be completed within the specified contract period.
- F. Compliance with Utah Procurement Code
 1. Grantee shall follow the Utah Procurement Code policy provisions contained in Utah Code 63G-6a-603 and must solicit bids according to §63G-6a-112 prior to awarding contract for services.
 2. Projects with funding over \$1,000,000 must use State Purchasing (<https://purchasing.utah.gov/for-agencies/>) and solicit 3 bids which must be provided to the Department prior to reimbursement of project expenses.

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- G. If any district, site, building, structure, or specimen included in or eligible for inclusion in the National Register of Historic Places or the State Register ("cultural/paleontological resources") is discovered during the Project the Grantee shall immediately stop all construction on the Project and notify the Department of the discovery. The Grantee shall not proceed with the Project until it receives written approval from the Department, which may require or result in modification of the Project. The Grantee shall notify the Utah Division of State History of the discovery and comply with all of the requirements of the Utah Division of State History, including obtaining a permit, if necessary, prior to proceeding.

III. Modification Approval

- A. Project modifications are prohibited unless the Board authorizes proposed modifications by written amendment. The Grantee must submit a written request for any proposed modification to the Board-approved Project, the Scope of Work, or the contract amount. The Board may reject proposed changes.
- B. The Board may require Grantee to return funds if Project modifications are made without prior Board approval. Surplus funds shall not be expended on items not directly related to the specifically approved Project.

IV. Outcomes/Deliverables

- A. A completed Weber River Flood Plain Mapping Study as described in the Scope of Work.
- B. Grantee will commence the project within 6 months of funding award or provide clarity to the Permanent Community Impact Fund Board (CIB) staff for the delay.

V. Monitoring

- A. Monitoring requires review and approval of all invoices submitted for reimbursement and must be for expenses within the Scope of Work.
- B. Planning project Grantees will submit a copy of the plan prior to final reimbursement.

VI. Budget

- A. Invoicing
1. The Grantee may only submit for reimbursement those expenses authorized under the approved Scope of Work. The CIB staff, representing the Board, shall reject a reimbursement request for an ineligible expense. The Department shall re-capture, and Grantee shall repay, any funds disbursed to Grantee that Grantee did not use for the approved Project or funds used for any purpose in violation of the terms of this contract or in violation of the law.
 2. Reimbursement requests must be submitted on the CIB reimbursement form.
 3. Required back-up documentation includes signed reimbursement form, copy of contractor invoice and copy of Grantee check paying the invoice.

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- 4. Processing time for payments is determined by accuracy of invoices and approval by the DWS Finance Division.
- B. Funding may be withdrawn for a significant delay to the commencement of the project.
- C. Upon contract expiration, any remaining grant funds are returned to the Fund.
- D. All interest accrued or allocated to grant funds is deemed property of the Permanent Community Impact Fund and shall be returned to the Fund upon completion of the project.

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Attachment D Budget

GRANT # 23-DWS-0458

Project Budget

Construction Estimates	Total
Construction	\$0.00
Construction Contingency	\$0.00
Engineering	\$0.00
Special Studies	\$98,700.00
Land/Rights-of-Way/Water Rights	\$0.00
Equipment	\$0.00
Administration/Legal (Bonding only)	\$0.00
Administration/Financial Advisor	\$0.00
Administration	\$0.00
Totals	\$96,700.00

Budget Total

Loan 1 Amount	\$0.00
Grant Amount	\$48,350.00
Loan 2 Amount	\$0.00
Total CIB Funds	\$48,350.00

Cost Sharing

Funding Source	Source	Description	Cost Share
Applicant Cash			\$48,350.00
Applicant In-kind			\$0.00
Other Local Cash			\$0.00
Other Local In-kind			\$0.00
Federal Grant			\$0.00
Federal Loan			\$0.00
State Grant			\$0.00
State Loan			\$0.00
Totals			\$48,350.00

Totals

Total CIB Funds	\$48,350.00
Cost Sharing Total	\$48,350.00
Grand Total	\$96,700.00



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23

Time Requested: 20 min

name: Joshua Cook

Phone: (801) 845-4059

Address: 48 W. Young Street

Email: jcook@morgancountyutah.gov

Fax: _____

Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion / Decision

Public Meeting

Approval of Civic Review Subscription Agreement.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

F11



SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (the “Agreement”) is made and entered into this _____ (the “Effective Date”) by and between Civic Review, Inc. (“Civic Review”) with primary offices at 15 South Main Street, Logan, UT 84321, and Morgan Count, Utah (“Subscriber”) with offices at 48 West Young Street, Morgan, Utah 84050. Civic Review and Subscriber may hereinafter be referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Civic Review owns and operates <http://app.civicreview.com> (the “Product”), and Subscriber desires to utilize the Product to process permit and license applications and renewals.

AGREEMENT

NOW THEREFORE, in consideration of the promises and conditions set forth in this Agreement, Civic Review and Subscriber hereby agree as follows:

- 1. PRODUCT.** Civic Review hereby grants Subscriber a non-exclusive, non-transferable, one-year license to use the Product in the regular course of its business between March 1, 2023 and February 29, 2024 and any subsequent Renewal Terms (the “Term”). Civic Review maintains all rights of ownership to the Product.
- 2. PRICE.** Subscriber shall immediately pay Civic Review non-refundable annual subscription fees plus a one-time setup fee in total of \$8,900 USD (the “Price”) for the 0-1000 submissions usage tier with two inspector seats. Payment is due thirty days from the date of invoice. If the Subscriber fails to pay an invoice in full, the unpaid amount will accrue interest from the due date at a rate of 1% per month or the maximum permitted by law, whichever is lower, and Civic Review may suspend all access to the Product until payment in full is made.

One-Time Costs (USD)	
Setup Fee	\$2,000
Annually Recurring Costs (USD)	
Subscription Fee	\$5,400
Inspection Add-On (2 Seats)	\$1,500



CIVICREVIEW

3. **RENEWAL.** Subscriber's license will automatically renew at the end of the Term in one-year increments (the "**Automatic Renewal Term**"). Civic Review shall notify Subscriber of the non-refundable price (the "**Renewal Price**") for each Automatic Renewal Term at least 45 days before the beginning of each Automatic Renewal Term. Subscriber agrees occasional price increases can be expected over time. Payment of the Renewal Price must be made at the beginning of the applicable Automatic Renewal Term. The Parties may each cancel this Subscription Agreement in writing at least 7 days before the beginning of each Automatic Renewal Term.
4. **TERMS AND CONDITIONS.** Subscriber agrees to the additional terms and conditions set forth in Exhibit A, which is incorporated into this Agreement. Civic Review may add to, modify, or otherwise amend the terms and conditions. Civic Review shall notify Subscriber of any such modification at least 45 days before the modification becomes effective.
5. **NOTIFICATIONS.** All written notifications must be sent to the following:

Civic Review, Inc. 15 South Main Street, Ste 300 Logan, UT 84321	Morgan County, Utah 48 West Young Street Morgan, Utah 84050
--	---
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard for its conflicts of law principles.
7. **JURISDICTION AND VENUE.** The exclusive venue for any legal action to interpret or enforce any term or condition of this Agreement shall be the Second Judicial District Court in and for the State of Utah, and no other court shall have jurisdiction over the Parties.
8. **ATTORNEY FEES.** The prevailing Party shall be entitled to recover all costs of litigation, including a reasonable attorney fee, in any action regarding the interpretation or enforcement of this Agreement.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written.
10. **WAIVER.** No failure by any of the Parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of this Agreement.
11. **SEVERABILITY.** Each of the provisions of this Agreement is independent of one another. Any provision of this Agreement found to be unenforceable shall be severed from the remaining terms and conditions, and the remainder of the terms and conditions shall be enforced to the full extent allowed in law or equity. Any unenforceable provision of this Agreement shall be re-written by a court or other tribunal interpreting the same such that it is then enforceable and most closely approximates the intent of the Parties.



- 12. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute but one agreement. The counterparts of this Agreement may be executed and delivered by any of the parties to any other party via facsimile or by .pdf file attached to electronic mail, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the inked original had been hand-delivered and received.
- 13. AMENDMENT.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
- 14. ASSIGNMENT.** Except with the prior written consent of the other, neither Civic Review nor subscriber may transfer (1) any obligation imposed under this agreement, (2) any discretion granted under this agreement, (3) any right to satisfy a condition under this agreement, or (4) any remedy under this agreement. Any purported transfer in breach of this section 14 will be void.
- 15. CONFIDENTIAL INFORMATION.**
- a. "Confidential Information" means, for purposes of this Agreement, the non-public information provided by a Party ("Discloser") to the other Party ("Recipient") related to the business opportunities between the Parties, provided that such information is: (1) identified as confidential at the time of disclosure by the Discloser, or (2) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. **Confidential Information of Civic Review shall include pricing information, product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not.** A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, under a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.
- b. This Section 15 imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently



developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (1) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (2) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient will aim to return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

- c. Each Party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of this Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Online Services, Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of this Agreement, the Recipient may continue to maintain copies of Confidential Information: (x) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (y) as required to comply with applicable law, which will be destroyed when such obligation is met.

16. INDEPENDENT CONTRACTORS. The Parties intend to be independent contractors. Nothing in this Agreement shall constitute either a partnership or joint venture between the Parties, nor shall it constitute any Party to be the agent, employee, or representative of the other Party for any purpose.

17. INTELLECTUAL PROPERTY. 'Intellectual Property' means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information. Except for rights expressly granted under this agreement, nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party.

18. INSURANCE. Civic Review shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Civic Review, their agents, representatives, employees, or subcontractors. Civic Review will maintain the following insurance: General Aggregate of \$4 million with \$2 million per occurrence, and first-party data breach and cyber insurance of \$1 million aggregate.



CIVICREVIEW

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized representatives on the Effective Date.

CIVIC REVIEW, INC.

MORGAN COUNTY, UTAH

Name: John Reynolds
Title: Founder, CEO

Name:
Title:



EXHIBIT A

These Terms and Conditions govern your use of the Product. "We," "us" and "our" mean Civic Review, Inc. and its affiliates. "You" and "your" mean the "Subscriber" and any individual that accesses and/or uses the Product as an official representative of the Subscriber. "Applicant" means any individual using the site to submit applications, renewals, and application fees to the Subscriber.

- 1. Accounts.** When you create an account, you must provide information that is accurate, complete, and current at all times. Your failure to do so constitutes a breach of these Terms and Conditions which may result in immediate termination of your license to use the Product. You are responsible for safeguarding the password that you use to access the Product and for any activities or actions under your password. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You agree not to share your password with other individuals or entities. You acknowledge and agree that we are not responsible for third-party access to your accounts that results from theft or misappropriation of your accounts information and/or passwords. We have the right to refuse you service, access to or use of the Product, and any and all of our products, services, systems and websites, to terminate your accounts, to monitor your accounts and activities on the Product and any and all of our products, services, systems and websites, without notice, in our sole and absolute discretion.
- 2. Application/Renewal Fees and Payments.** You agree to be solely responsible for, and agree to timely specify and update, the amounts of any and all fees associated with each permit, license, or application for which you access and/or use the Product and our other products, services, systems and websites. You authorize and agree that we may conduct transactions and charges on your behalf. You are responsible for payment of all third-party payment processing fees.
- 3. Website Links.** The Product may contain links to third-party web sites or services that we do not own or control. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.
- 4. Termination.** We may terminate or suspend access to the Product immediately, without prior notice or liability, if you breach the Subscription Agreement, including but not limited to these Terms and Conditions. All terms and conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Upon termination, your right to use the Product will immediately cease. If you wish to terminate your account, you may simply discontinue using the Product.
- 5. Sensitive Application Information.** Since you can define what data to request in your applications, you agree not to request any data that requires ACH compliance (for example, credit card numbers). Credit card information is handled securely using third-party services who adhere to ACH compliance. You agree to not collect or store any personally identifiable information from Applicants without their express permission (as given in the signature statement of your application forms). When an Applicant provides personal data to you using the Product, either during application, renewal, navigation, when using the Product in any way, making inquiries, requests or simulations through the



website, the privacy policy shall apply to the Applicant. Since the privacy policy waives responsibility for the use of data collected via application forms, you will be responsible for providing your own privacy policy to the Applicant regarding the use of their data, as provided on your own website when linking to our Product.

- 6. Applicant Data.** "Applicant data" means any data, content, images, or other files submitted online via application forms. You will retain ownership of all applicant data and in the case of termination, have a right to export applicant data that belongs to your organization, as long as it is done prior to official termination (payment has lapsed). Subject to these Terms and Conditions, you grant us a royalty-free and non-exclusive license to use applicant data to communicate with applicants regarding application status, including status updates and events relevant to their records. You also grant us a royalty-free and non-exclusive license to use any applicant data that is publicly available for use in developing and implementing other integrated products that Subscriber would like to offer its Applicants. You acknowledge that, in order to ensure compliance with legal obligations, prevent phishing or fraud or when unlawful content is reported to us, we may be required to review certain content submitted to the Product to determine whether it is illegal or whether it violates these Terms and Conditions. We reserve the right to modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms and Conditions. However, you accept that we have no obligation to monitor or review any content submitted to the Product.
- 7. Prohibited Uses.** You agree refrain from engaging in any of the following: (a) without prior approval, you may not create frames around our app, with the sole exception of application forms; (b) access the Product by any means other than through interfaces we provide and as otherwise expressly authorized under these Terms and Conditions; (c) access, tamper with, or use non-public areas of the Product, our computer systems, or the technical delivery systems of our providers; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Product; (e) manipulate the appearance of any screens we provide through the use of injected scripts; (f) modify, translate, or create derivative works of our software products, including the Product; (g) sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties; and (h) use any means to discern the source code of our products.
- 8. Links to the Product.** In addition to you, the following organizations may link to the Product without prior written approval: government agencies, search engines and news organizations, including blogs.
- 9. Limitations on Liability.** YOU UNDERSTAND AND AGREE THAT THE WE ARE NOT LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OR ACCESS OF, OR INABILITY TO USE OR ACCESS, THE PRODUCT OR ITS CONTENT. We have no liability for any loss, damage or misappropriation of your data under any circumstances or for any consequences related to changes, restrictions, suspensions or termination of the Product or the Agreement. Our entire liability for all claims arising out of or relating to this Agreement, and regardless of the basis of the claim, will not exceed an amount that is equal to fees you paid to us or were payable to us during the twelve months preceding the event giving rise to the liability.
- 10. Indemnification.** You agree to indemnify and hold us harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your use of the



CIVICREVIEW

Product or its content; (b) your violation of these Terms and Conditions; and/or (c) your violation of any law or your violation or infringement of any rights of another party.

We will defend, indemnify and hold you harmless against any claims asserting that the Product infringes any valid Intellectual Property of a third party, and will pay any and all damages finally awarded by a court and actually paid by you, or agreed to in a final settlement by Civic Review and attributable to such claim. Our obligations under this provision are subject to your not having compromised or settled such claim and doing the following: (a) notifying us of the claim in writing, as soon as you learn of it; (b) providing us with all reasonable assistance and information to enable us to perform our duties under this Section; and (c) allowing us sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, you may participate at your expense in the defense of any such claim with your own counsel, provided that we retain sole control of the claim. You have the right to approve any settlement that affirmatively places on you an obligation that has a material adverse effect on you other than the obligations to cease

11. **No Warranty.** We do not warrant that your use of the Product will be uninterrupted or error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCT TO BE PURCHASED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR NON INFRINGEMENT.



2023

PUBLIC HEARINGS



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23

Time Requested: 20 min

Name: Joshua Cook

Phone: (801) 845-4059

Address: 48 W. Young Street

Email: jcook@morgancountyutah.gov

Fax: _____

Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing / Discussion / Decision

Application No.: 22.077

Applicant/owner: Kim Wheelwright

Project Location: 5958 North Robinson Lane

Current Zoning: R1-20

Acreage: 0.43 acres

Request: Amend the R1-20 zone coverage regulation from 25% to 40%

Date of Application: November 11, 2022

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION

DECISION

BOTH

INFORMATION ONLY

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

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Staff believes that the proposed changes to the code will allow for minor changes to current land uses without negatively affecting the surrounding property owners and will allow property owners within the County to enjoy some additional property rights. Staff therefore recommends approval of the text amendment based on the following findings.

Findings:

1. This proposal is not detrimental to the health, safety, and welfare of the public.
2. That the proposed amendment is consistent with goals, objectives and policies of the County's general plan;
3. That the proposed amendment will allow for some additional development potential for properties within the County;
4. That the increase in lot coverage will increase property rights and provide for future text amendments requested by the County Commission for family farm options on smaller lots, and increase the area available for detached accessory dwelling units.

The following are the proposed changes to Morgan County Code 8-5B-9.

PROPOSED CHANGES TO MORGAN COUNTY CODE

8-5B-9: COVERAGE REGULATIONS:

	Districts				
	R1-20	R1-12	R1-8	RM-7	RM-15
The maximum coverage in percent for any lot in the districts regulated by this article, except as allowed for utility uses and governmentally operated essential service facilities in section 8-6-18 of this title, shall be	25 40	30 40	35 40	35	50

SAMPLE MOTION

Sample Motion for *approval* – “I move to approve the proposed revisions to the Morgan County Code Sections 8-2-1 and 8-5B-9 to amend the language of the text to add a definition for lot coverage and to increase the lot coverage for single family residential districts, based on the text and findings listed in the staff report dated February 7, 2023.”

Sample Motion for *approval with additional changes* – “I move to approve the proposed revisions to the Morgan County Code Sections 8-2-1 and 8-5B-9 to amend the language of the text to add a definition for lot coverage and to increase the lot coverage for single family residential districts, based on the text and findings listed in the staff report dated February 7, 2023, with the following corrections:”

1. List any corrections...

Sample Motion for *denial* – “I move to deny the revisions proposed to Morgan County Code Section 8-2-1 and 8-5B-9 to amend the language of the code to add a definition for lot coverage and to increase the lot coverage for single family residential districts, *due to the following findings:*”

1. List any additional findings...

Attachments:

1. Applicant’s Amendment Letter
2. Application



Morgan County Planning Department

Attn: Josh Cook

Re: Wheelwright LUMC Amendment to the R1-20 Coverage Regulation

Dear Josh,

Following our conversation on October 12, 2022, I have taken your recommendation for the proposed Land Use Management Code request to modify the 25% coverage regulations in the R1-20 Zone. The request being presented is one of two options: the R1-20 Zone coverage be increased to 40% or that the coverage restriction for a single-family residence be removed and a rear yard restriction be implemented that no more than 25% to 30% of the rear yard will be covered with hard surface or structures.

I have had a chance to review the Land Use Codes throughout Utah. I have pulled comparable information regarding the coverage regulations in the R1-20 Zones throughout Utah in both the County and the applicable City seat. I found that Morgan County is the second most restrictive County regarding coverage regulations. Brigham City came in at the most restrictive at 20% coverage restriction. I hope the following information will produce a vision of the current standards in Utah.

Counties w/o R1-20 Zone

5

Counties w/ R1-20 Zone coverage regulations

60% of Counties have 0 Coverage restrictions

Average coverage regulation for Counties with restriction=50%

Counties w/ rear yard restrictions in R1-20 Zone

3 Counties with 25% rear yard coverage restriction after single family home has been constructed (see attached language for such code)

Cities w/o R1-20 Zone

4

Cities w/ R1-20 Zone coverage regulations

45% of the Cities have 0 Coverage restrictions

Average coverage regulations for Cities with restriction=44%

Cities w/ rear yard restrictions in R1-20 Zone

4 Cities have a rear yard coverage restriction with the average coverage being 31% after single family home has been constructed

Respectfully,

Ronda Kippen

Principal Planner
Kippen Planning & Development



ZONE MAP/FUTURE LAND USE MAP AMENDMENT APPLICATION

NOTE: Please Read Chapter 4 of the Land Use Management Code as well as any other pertinent sections of the Code/General Plan/Area Plan in detail before submitting any type of Code Amendment Application. The applicant should realize that the typical time frame for a Zoning Ordinance Amendment may be lengthy, depending upon the complexity and issues. Any fees accrued on behalf of this application, by outsourced professionals employed by the county, shall be the responsibility of the applicant.

PARCEL to be amended (attach legal description):					
Name of Owner(s): Loydene H Berg Separate Property Trust				Date of Submission: 11/7/2022	
Owner(s) Address: 5054 W Old Hwy Rd			Owner(s) Mailing Address (if different): 6710 Weber Dr		
City: Mt. Green	State: UT	Zip: 84050	City: Mt. Green	State: UT	Zip: 84050
Phone: 801-791-0942			Email: loydenehb@gmail.com		
Name of Applicant or Authorized Agent: Jody Jones					
Agent Address: 1075 E. Hollywood Ave			Agent Mailing Address (if different):		
City: Salt Lake City	State: UT	Zip: 84105	City:	State: UT	Zip:
Phone: 801-577-2175			Email: jody@acresutah.com		
Owner(s) Signature of Authorization to file: <i>Loydene Berg</i>				Date of Submission: 11/7/2022	
Describe proposed MAP amendment: We are requesting that the current residential zoning be changed to the Town Center District (TC) zoning, which is the zoning called for in the future land use map for the area.					
Describe how this change will affect the general character of the zone: The land will be used for commercial uses instead of one single family residence, which used to be on this property but burnt down 10 yrs ago. It is now vacant land.					
Any additional information that may be useful:					
Pre-Application Conference Date (if applicable or necessary):					



County Commission Agenda Request Form

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

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

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Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/7/23 Time Requested: 20 min

Name: Joshua Cook Phone: (801) 845-4059

Address: 48 W. Young Street

Email: jcook@morgancountyutah.gov Fax: _____

Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing / Discussion / Decision

Application No.: 22.072
 Applicant/owner: Jody Jones
 Project Location: 5045 W Old Highway Road

Current Zoning: RR-1/A-20
 General Plan Designation: Town Center
 Acreage: 1.2 acres
 Request: Rezone 1.2 acres of land from RR-1 & A-20 zone to TC
 Date of Application: November 7, 2022

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
 DECISION
 BOTH
 INFORMATION ONLY

✓

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housing and commercial uses which are also compatible with the overall vision of the area as detailed in the General Plan. The current designation specifically notes that:

The Town Center designation denotes areas suitable for a mixture of commercial, employment, and supporting residential uses in appropriate locations. Horizontal mixed uses would be required for master planned projects, and vertical mixed uses would be encouraged. Residential uses in the Town Center category should be vertically and/or horizontally integrated and complementary to non-residential uses. Town Center projects should be designed to provide maximum compatibility with surrounding land uses. Increased aesthetic and architectural design requirements and focus on streetscape creation are paramount to the development of a Town Center area.

The 2010 Morgan County General Plan identifies the following as three of the six visions for the County that may be applicable to the proposal (see pages 4 & 5 of the 2010 Morgan County General Plan):

- 1. Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*
- 2. Morgan County respects property rights and recognizes personal responsibility to the land and communities.*
- 6. Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages or be located within master-planned communities.*

The proposed zone change appears to coincide with the stated vision for Morgan County.

In changing the zoning district for the applicant's property, the County is reflecting the policies and desires of the General Plan and in accordance with the County Ordinance (See Chapter 8-5 Article A). The purpose of the TC zoning district is as follows:

Town Center District (TC): To provide areas in appropriate locations where a combination of business, commercial, entertainment, residential and related activities may be established and maintained. Regulations of this district are designed to provide a compatible environment for commercial and residential uses. The district has strict design standards for architecture, landscaping, and other performance requirements as reflected in article K of this chapter. A mix of commercial and residential uses, in the same building or on the same site is allowed in this zoning district.

It is anticipated that the proposed zoning map amendment will meet these purposes and generally be in harmony with the General Plan. The impact on adjacent properties will be negligible.

ORDINANCE EVALUATION:

Morgan County ordinance anticipates amendments to the zoning map. Section 8-3-3: *Amendments to Title and Zoning Map* indicates that:

The county council may amend this title, including the zoning map, but only in accordance with the following procedure:

- A. The county council may instruct staff to study and make recommendations for amendments to this title or the zoning map in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the planning commission for their consideration. The planning commission shall review and make recommendation to the county council regarding the proposed amendment pursuant to subsection 8-3-4D of this chapter.*
- B. The planning commission may instruct staff to study and make recommendations for amendments to this title in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the planning commission for their consideration. The planning commission shall review and make recommendation to the county council regarding the proposed amendment pursuant to subsection 8-3-4D of this chapter.*
- C. Any property owner may initiate an amendment to this title or the zoning map, as long as they are affected by the proposed amendment, by submitting a complete application to the planning and development services department in accordance with subsection 8-3-4A of this chapter.*

Section 8-3-4: *Procedures for Amendments and Rezonings* states:

- D. Planning Commission Review and Recommendation: Upon receiving a recommendation from staff regarding an amendment to this title or the zoning map, and after holding the required public hearing, the planning commission shall review the amendment and prepare its recommendation. The planning commission may recommend approval, approval with modifications, or denial of the proposed amendment and shall submit its recommendation to the county council for review and decision. The planning commission shall recommend adoption of a proposed amendment only when the following findings are made:
 - 1. The proposed amendment is in accordance with the county's general plan, goals, and policies of the county.*
 - 2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this title.**
- E. County Council Review: The county council shall schedule and hold a public hearing on the application as provided in section 8-3-12 of this chapter. Following the public hearing the county council may approve, approve with modifications, or deny the proposed amendment. Prior to making a decision that goes contrary to the planning commission's recommendation, the county council*

may, but is not obligated to, remand the amendment to the planning commission with a request for another recommendation with additional or specific considerations. The planning commission shall review such request as specified in subsection D of this section.

F. Approval Standards: A decision to amend the text of this title or the zoning map is a matter committed to the legislative discretion of the county council and is not controlled by any one standard. However, in making an amendment, the county council should consider the following factors:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the county's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

This meeting is in fulfillment of subsection (D) above. In response to Section 8-3-4(F) above, due to the size of the proposed zone change, the impact on the facilities and services should be minimal.

Approval Standards

The proposed zoning map change complies with the intent of the Morgan County General Plan policies and Future Land Use Designation. The change would maintain the character of the area while allowing for mixed use development in the Mountain Green area.

RECOMMENDED MOTION

Recommended Motion for a *Positive* Recommendation – “I move we forward a positive recommendation to the County Commission for Jones Rezone Map Amendment, application number 22.072, changing 1.2 acres from RR-1 and A-20 to TC, based on the findings listed in the staff report dated January 26, 2022.”

Recommended Motion for a *Negative* Recommendation – “I move we forward a negative recommendation to the County Commission for Jones Rezone Map Amendment, application number 22.072, changing 1.2 acres from RR-1 and A-20 to TC, based on the findings listed in the staff report dated January 26, 2022, due to the following findings:”

1. List any additional findings...

Supporting Information

Exhibit A: Future Land Use Map
Exhibit B: Existing Zoning Map
Exhibit C: Boundary Description
Exhibit D: Applicant's Narrative
(Application)

Staff Contact

Joshua Cook
801-845-4015
jcook@morgancountyutah.gov

Exhibit A: Future Land Use Map



Exhibit B: Existing Zoning



Exhibit C: Property Boundary Description

MTC File No. 326691

Exhibit "A"

A part of the East half of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah: Beginning at a point on the South Right of Way fence line of Old State Road, said point being North 772.12 feet and West 241.75 feet from the East Quarter Corner of said Section 26; and running thence South 88°00' West 261.82 feet along the South Right of Way fence line; thence South 2°00' East 309.64 feet; thence North 55°19'54" East 168 feet; thence North 28°48'22" East 254.58 feet to the South line of State Road; thence South 88°00' West along road 10 feet to beginning.

Tax ID: 03-0003-4098

Exhibit D: Applicant's Narrative (Application)



**ZONE MAP/FUTURE LAND USE MAP
AMENDMENT APPLICATION**

NOTE: Please Read Chapter 4 of the Land Use Management Code as well as any other pertinent sections of the Code/General Plan/Area Plan in detail before submitting any type of Code Amendment Application. The applicant should realize that the typical time frame for a Zoning Ordinance Amendment may be lengthy, depending upon the complexity and issues. Any fees accrued on behalf of this application, by outsourced professionals employed by the county, shall be the responsibility of the applicant.

PARCEL to be amended (attach legal description):					
Name of Owner(s): Loydene H Berg Separate Property Trust			Date of Submission: 11/7/2022		
Owner(s) Address: 5054 W Old Hwy Rd			Owner(s) Mailing Address (if different): 6710 Weber Dr		
City: Mt. Green	State: UT	Zip: 84050	City: Mt. Green	State: UT	Zip: 84050
Phone: 801-791-0942			Email: loydenehb@gmail.com		
Name of Applicant or Authorized Agent: Jody Jones					
Agent Address: 1075 E. Hollywood Ave			Agent Mailing Address (if different):		
City: Salt Lake City	State: UT	Zip: 84105	City:	State: UT	Zip:
Phone: 801-577-2175			Email: jody@acresutah.com		
Owner(s) Signature of Authorization to file: <i>Loydene Berg</i>			Date of Submission: 11/7/2022		
Describe proposed MAP amendment: We are requesting that the current residential zoning be changed to the Town Center District (TC) zoning, which is the zoning called for in the future land use map for the area.					
Describe how this change will affect the general character of the zone: The land will be used for commercial uses instead of one single family residence, which used to be on this property but burnt down 10 yrs ago. It is now vacant land.					
Any additional information that may be useful:					
Pre-Application Conference Date (if applicable or necessary):					



2023

**END OF
COUNTY
COMMISSION
MEETING
PACKET**