



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

MAY 4, 2021
Commencing at 5:00 p.m.

Appointment and Swearing in Ceremony of new Morgan County Attorney

A) Opening Ceremonies-

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

B) Consent Items-

1. Approval of April 20, 2021 meeting minutes
2. Approval of County Engineering Contract with Wasatch Civil Consulting Engineers

C) Commissioner Declarations of Conflict of Interest

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

E) Action Items –

1. Morgan Area Chamber – Request exemption from deposit, rental fees, and permits for Morgan County Fairgrounds for the 4th of July celebration (July 3rd)
2. Bill Coutts – Proposal Cottonwoods MOA take responsibility for maintaining paved trails from County for a one-time fee
3. Morgan Conservation District – Donation for Bag of Woad program – Dumpster request for Bag of Woad

F) Commissioner Comments –

G) Adjourn –

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

CERTIFICATE OF POSTING

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 28th day of April, 2021

Stacy Netz Clark

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

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



MEETING MINUTES
OF THE MORGAN COUNTY COMMISSION
TUESDAY, MAY 4, 2021
5:00 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH

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

Commissioners Present

Robert McConnell
Mike Newton
Matt Wilson
Blaine Fackrell
Jared Andersen

Others Present

Debbie Sessions
Tina Kelley
Loise Earley
Kelly Wright
Bill Coutts

Mike Newton - excused

Other Staff Present

Stacy Netz Clark, County Clerk/Auditor
Lance Evans, Community Development Director
Garrett T. Smith, County Attorney

Appointment and Swearing in Ceremony of new Morgan County Attorney

A) Opening Ceremonies-

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

B) Consent Items-

1. Request for approval of minutes for the meetings held on April 21, 2021.

Commissioner Fackrell moved to approve the minutes of April 21, 2021 with the noted corrections. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

2. Approval of County Engineering Contract with Wasatch Civil Consulting Engineers

Commissioner Andersen moved to approve the County Engineering Contract with Wasatch Civil Consulting Engineers contingent upon review of the County Attorney. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

C) Commission Declaration of Conflict

There were no conflicts of interest declared.

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

There was no public comment.

E) Action Items –

1. Morgan Area Chamber – Request exemption from deposit, rental fees, and permits for Morgan County Fairgrounds for the 4th of July celebration (July 3rd)

Traca Wardell with the Morgan Area Chamber came before the Commission to request the use of the Morgan County Fairgrounds for the 4th of July activities and an exemption from the deposit, rental fees, and permits. Activities will be held on July 3rd.

Commissioner Wilson moved to approve exemption from deposit, rental fees, and permits for Morgan County Fairgrounds for the 4th of July celebration (July 3rd) for the Morgan Area Chamber. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

2. Bill Coutts – Proposal Cottonwoods MOA take responsibility for maintaining paved trails from County for a one-time fee

Bill Coutts, President of the Cottonwoods MOA, came before the Commission with a Cottonwoods paved trails and maintenance responsibility proposal. The proposal includes

- The county reconveys to the MOA ownership of trail improvements,
- County retain a public easement of the trails,
- MOA accept responsibility for maintenance of trails,
- One-time payment of \$110K from county for current and future repairs

Commissioner members suggest looking into alternate trail system funding rather than dedicating County funds prior to making any official decisions.

Commissioner Wilson moved to postpone the proposal of the Cottonwoods MOA to take responsibility for maintaining paved trails from County for a one-time fee pending further discussion on potential funding and maintenance obligations. Seconded by Commissioner Andersen. The vote was unanimous. The motion passed.

3. Morgan Conservation District – Donation for Bag of Woad program – Dumpster request for Bag of Woad

Jason Morgan came before the Commission to request \$1,500 funding from the County to support the Morgan Conservation District's annual Bag O'Woad Dyers Woad program, as well as payment for the dumping fee for the weeds. Bags will be handed out on May 5th, 12 or 19 from the Morgan County Road Shop while supplies last. Bags can be returned between 5-7pm on May 12, 19 or 26 at the Morgan County Road Shop. The dumpster will be needed at the Road Department on the 12th.

Commissioner Fackrell moved to pay the \$1,500 donation for 2021 as well as pay the dumping fees for the dyers woad program. To be paid from the garbage fund. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

Commissioner Comments –

Commissioner Fackrell –

Beehive and Liberty Broadband internet
Website domain update
Community Economic Development

Commissioner Wilson –

Emergency Management equipment

Commissioner McConnell

Airport

Executive/Closed Session

Commissioner Fackrell moved to go into closed/executive session for the purpose of discussing litigation.
Seconded by Commissioner Andersen. The vote was unanimous. The motion passed.

Commissioner Fackrell moved to go out of closed/executive session and back into regular session.
Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

Adjourn –

Commissioner Fackrell moved to adjourn.

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

APPROVED



Chairman

Date

May 13, 2021

ATTEST



Clerk

Date

5-8-21



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G) Adjourn –

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Stacy Netz Clark

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

Morgan County Council Meeting
Tuesday, May 4, 2021
5:00 P.M.
Morgan County Council Meeting Room
Morgan County Courthouse
48 West Young Street
Morgan, UT 84050

PLEASE SIGN IN

1. Tina Kelley	22.
2. Debbie Sessions	23.
3. Louise Farley	24.
4. Kelly Wright	25.
5. Bill Cooks	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.



County Council Agenda Request Form

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

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

Morgan County
Attn: Stacy Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.829.6811
Fax: 801.829.6176
Email: sclark@morgan-county.net

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

Council Meeting Date: May 4, 2021 **Time Requested:** 10 minutes
Name: Lance Evans **Phone:** 801-845-4015
Address: PO Box 886
Email: levans@morgan-county.net **Fax:** _____
Associated County Department: Planning & Development

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Review and approval of County Engineering Contract with Wasatch Civil Consulting Engineers.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 2021, by and between **MORGAN COUNTY CORPORATION**, a municipal corporation of the State of Utah, hereinafter "County," and **WASATCH CIVIL CONSULTING ENGINEERS**, hereinafter "Engineer."

WITNESSETH:

WHEREAS, County has established a need for certain professional services; and

WHEREAS, Engineer has proposed to provide such professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. **Performance of Services.** County hereby agrees to engage Engineer, and Engineer hereby agrees to perform the services set forth in Exhibit "A," and incorporated herein by reference. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended, shall be within the scope of services to be provided hereunder.

2. **Time of Performance.** This Agreement shall commence on the _____ day of _____, 2021, and terminate on the _____ day of _____, 2026, unless otherwise terminated as hereinafter provided.

3. **Compensation.** The compensation for any work requested under this agreement shall be at the rates provided in Exhibit B attached hereto and incorporated by reference. The rates provided in Exhibit B may be modified for each successive calendar year upon Engineer submitting a proposed new hourly rate schedule not later than November 30 of each current year and approval by Morgan County.

Payment shall be made within 30 days after receipt of invoice from Engineer. Finance charges at the rate of 7 percent of the invoice amount may be imposed on all past-due payments.

4. **Termination of Agreement for Cause.** If, through any cause, Engineer shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Engineer shall violate any of the covenants, agreements or stipulations of this Agreement, County shall have the right to terminate this Agreement by giving written notice to Engineer of such termination and specifying the effective date thereof. In the event of termination for cause, Engineer shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, Engineer shall not be relieved of liability to County for damages sustained by County by virtue of any breach of the Agreement by Engineer, and County may withhold

any payments to Engineer for the purpose of setoff until such time as the exact amount of damages due County from Engineer is determined.

5. Termination for Convenience. The County or Engineer may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by County as provided herein, County shall pay Engineer a percentage of the established fee for work performed up to the time of such termination. Said percentage shall be based on the ratio of work completed to the total work required.

6. Non-assignability. Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the County thereto.

7. Interest of Engineer. Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

8. Insurance requirements. Engineer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Engineer, its agents, representatives, employees or subconsultants. The cost of such insurance shall be included in Engineer's bid. The amount of insurance shall not be less than:

Combined General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Utah and employer's liability with limits of 100/500/100 per accident.

Products and Completed Operations Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Errors and Omissions Liability: \$1,000,000 combined single limit per occurrence for damages arising out of any negligent act, errors or omission by Engineer in the performance of this Agreement. If Engineer's coverage is written on a claim made basis, Engineer shall maintain coverage for at least one year after performance is completed (extended reporting period coverage).

Insurance is to be placed with insurers acceptable to and approved by the County. Engineer's insurer must be authorized to do business in Utah at the time the contract is executed (and throughout the time period the contract is maintained), unless otherwise

agreed in writing by the County. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by County as a material breach of contract.

Limits of liability amounts must meet contract requirements before contract is initiated.

The County, and its elected officials, officers, employees, agents and volunteers are to be named as additional insureds with primary coverage and not contributing.

The County shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the County Recorder's Office before work commences.

The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the County.

Engineer's insurance shall be primary insurance and any insurance or self insurance maintained by the County, its officers, officials, employees, and volunteers shall be excess of Engineer's insurance and shall not contribute with it.

Engineer shall include all sub Engineers as insured under its policies or shall furnish separate certificates and endorsements for each sub Engineer. All coverages for sub Engineers shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its elected officials, officers, employees, agents and volunteers; or Engineer shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations claim administration and defense expenses.

9. Indemnification. County shall defend, save harmless and indemnify the Engineer against any act, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Engineer's duties for the County. County shall compromise and settle any such claim or suit and pay the amount of any such settlement or pay any judgment rendered thereon. County shall pay all costs associated with the foregoing, including attorney's fees. However, County shall not indemnify, defend or hold harmless the Engineer for any claims arising from Engineer's negligence, intentional tort, or criminal act.

Engineer agrees to indemnify, save harmless and defend County and its elected officials, authorized agents, officers, employees, and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Engineer's negligent performance or failure to perform this agreement.

10. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

11. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

County: Lance Evans
Morgan County
48 West Young Street
P.O. Box 886
Morgan, Utah 84050

Engineer: Mark Miller
Wasatch Civil Consulting Engineers
1150 South Depot Drive, Suite 225
Ogden, Utah 84404

12. Independent Contractor. Engineer is independent of the County and shall perform all services according to its own methods without being subject to the control of the County except as to the results obtained. The County shall not carry Worker's Compensation insurance or any health or accident insurance to cover Engineer. The County shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Engineer, as an independent Engineer, shall provide and be responsible for any and all of Engineer, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Engineer agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

13. When Rights and Remedies Not Waived. In no event shall any payment by County hereunder constitute or be construed to be a waiver by County of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to County with respect to such breach or default.

14. Compliance with Laws. Engineer shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

15. Integrated Document. This Agreement embodies the entire agreement between County and Engineer for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of County prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon County.

16. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. Modifications. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

18. Disputes. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of the Agreement shall be decided through alternative dispute resolution. The method of alternative dispute resolution shall be mutually agreeable to both the insurance carriers of the County and Engineer. Should it be determined that a mutually agreed method cannot be found, and a resolution must be obtained through formal court hearings, then it is agreed that the prevailing party shall be entitled to recover his costs, expenses and reasonable attorney's fees.

19. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

ATTEST:

MORGAN COUNTY CORPORATION

County Recorder

By:

Engineer:

EXHIBIT "A" **PERFORMANCE OF SERVICES**

Engineer shall perform all regular and routine engineering work as requested by MORGAN COUNTY CORPORATION, such work to be requested by duly authorized verbal or written work order. Engineer agrees to perform said services in a timely manner after receiving reasonable notice. The general scope of the engineering services are as follows:

- a. Reviewing, checking, processing and approval of subdivision plans submitted to the County for development purposes.
- b. Field inspections of subdivision public works improvements.
- c. Assistance in the preparation of required County Ordinances.
- d. Preparation of County Technical Specifications and Public Works Standards.
- e. RDA development and related construction projects.
- f. Complete engineering planning, design, drafting, specifications, bidding and construction management of the following municipal oriented projects.
 - Sanitary Sewer Systems
 - Storm Drainage Systems
 - Public Street and Highways
 - Park Development
 - Culinary Water Systems
 - Irrigation Water Systems
- g. Assistance to the County in obtaining grants and other funding assistance from various public agencies.
- h. Municipal Master Planning.
- i. Attendance at Planning Commission, County Councilor other County related meetings to assist and consult with the regulating body as requested.
- j. Preparation of legal property descriptions as required for County purposes.

- k. General field surveying services.
- l. Specialized engineering services, if needed, would be through our associate subconsultants which would provide:

- Structural Engineering
- Geotechnical Engineering
- Material Testing
- Aerial mapping
- Electrical Engineering
- Specialized Water Resources
- G.I.S. & S.C.A.D.A. Services

1. Authorization to Proceed:

The signed acceptance of the engineering services proposal shall be construed as authorization by County for Engineer to proceed with the work as described in the engineering services proposal, unless otherwise provided for in the authorization.

2. Estimate of Probable Cost:

Any cost estimates by Engineer will be on the basis of experience and judgment, but since Engineer has no control over market conditions or bidding procedures, Engineer cannot warrant that bids or construction costs will not vary from these cost estimates.

3. Professional Standards:

Engineer agrees that the services performed under this Agreement are performed to the level of competency presently maintained by other practicing professional engineers at the same time and in the same type of work in County's community (or allowed by Engineer's professional liability insurance). No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made.

4. Right of Entry:

Unless otherwise agreed, County will furnish right-of-way for Engineer to make field surveys and investigations as requested by County.

5. Job Sites:

For projects involving construction, County agrees that the construction Contractor will be required by Engineer to assume sole and complete responsibility for job site conditions during construction of the project, including safety of person and property. County further agrees to indemnify and hold Engineer harmless from any and all liability in connection with the performance of work during construction of the project, except liability arising directly from the negligence of Engineer. Engineer shall not undertake any of the responsibilities of

the Contractor, Subcontractor, or the Contractors' superintendent. Engineer shall not supervise construction or advise on, issue directions, relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by County.



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: 5-4-21 Time Requested: 5 minutes

Name: Morgan Area Chamber Phone: 801-821-0290

Address: _____

Email: sessions3123@gmail.com Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Request exemption from deposit, rental fees, and permits for Morgan County Fairgrounds for the 4th of July celebration. We would like to use the entire fairgrounds. Celebration will be on July 3rd.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

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

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

Fees

The applicant shall pay all rental fees, as established by the county, due upon acceptance of application. A business license fee, if required and any additional fees are due a minimum of seven days prior to the event.

Additional fees may be incurred with the need of any of the following:

- Ambulance and emergency medical technicians
- Police officers
- Barricades
- Additional grooming of arenas
- Special lighting and or electrical work
- Other goods or services

Fees for special lighting, electrical work, or for other goods/services must be paid prior to the commencement of the work for the special needs. These fees shall be assessed to applicant based on County's actual cost.

Groups Exempt from Rental Fees

Any entity besides those listed below who wish to be exempt from fairgrounds rental payments must be approved by a member of the Morgan County Council. Approved exempt groups include:

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

Deposit

No deposits are required for hourly rental.

A deposit in the amount established by the County is required to be paid at the time of application. Facilities will not be made available until deposit has been made.

Before and upon completion of the event, the Grounds Supervisor will inspect the area. If it is verified that all grounds and facilities are clean and free of damage and all conditions have been met, the deposit shall be returned. If any property is left unclean or damaged during use, the person or group that made the reservation will be responsible for cleaning or repairing damage, or for paying all costs incurred for the clean-up or repair, within 48 hours after their event, (unless special arrangements have been made with the Grounds Supervisor).

Scheduled events may preclude access to areas in need of repair; this will be taken into consideration.

safety, and welfare of the public. Please allow 10 business days for this process. Upon acceptance of the application a contract between the County and the applicant will be signed and all rental fees must be paid. Seven days prior to the event proof of required permits, licenses and insurance, if applicable must be shown, and all additional fees must be paid. This will be handled through the Morgan County Treasurer's Office.

Possible Conditions or Requirements

A. Safety:

- Emergency vehicle access
- Fire protection
- Police officers
- Emergency medical services, including ambulance and medical personnel
- A security plan to be approved by the sheriff's office
- Use of barricades, cones, no parking signs, etc.
- Internal security, crowd control
- Lighting, special electrical needs
- Traffic and parking regulations
- Other public safety issues

B. Health Sanitation and Environment:

- First aid supplies and assistance
- Trash containers
- Toilet and sanitary facilities
- Other health and sanitation issues
- Elimination
- Odor prevention
- Noise prevention
- Lights
- Other concerns

License, Permits and Insurance

A business license, permits and insurance may be needed for events being held at the Morgan County Fairgrounds.

- To determine if a business license and permits are needed for an event please call the Morgan County Clerk's Office at 801-829-6811.
- To determine if Insurance is needed for an event please contact the Morgan County Attorney's Office at 801-845-4006.

Food Booth rental for concessions, other than non-profit organizations, require a business license and Utah State Sales Tax Certificate and number.

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

A Food Handlers Permit is required for rental of food booths.

The applicant of the following types of special events shall provide liability insurance, with minimum limits of \$1,000,000.00 per occurrence. The County, its officials, officers, employees, and agents shall be named as additional insured's:

- Concerts
- Dances



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P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176
Email: sclark@morgan-county.net

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Council Meeting Date: MAY 4TH 2021 Time Requested: 15 MINUTES
Name: BILL COUTTS Phone: 817 676 8496
Address: 3255 BASIN VIEW CIRCLE
Email: COUTTER21@YAHOO.COM Fax: N/A
Associated County Department: PLANNING DEPARTMENT

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

PROPOSE COTTONWOODS MUA TAKE RESPONSIBILITY FOR MAINTAINING PAVED TRAILS FROM COUNTY FOR A ONE-TIME FEE,

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

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



Cottonwoods Paved Trails and Maintenance Responsibility

Bill Coutts

President, Cottonwoods MOA

May 4th , 2021

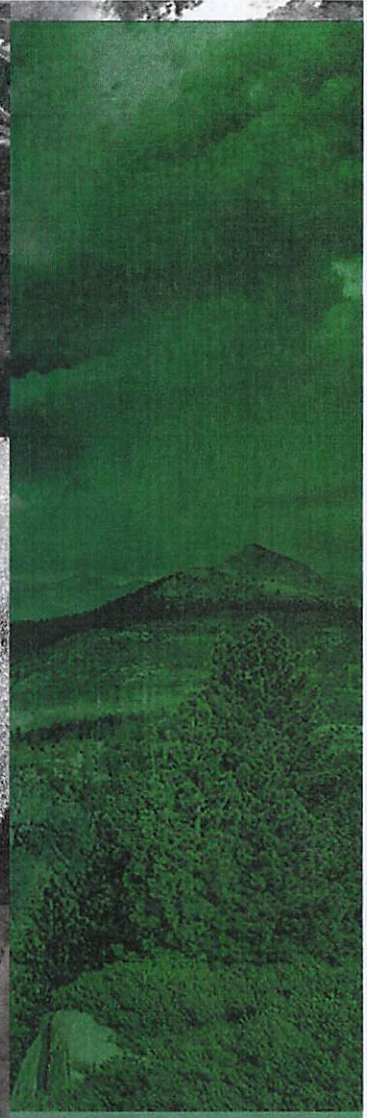
Development Agreement

then such trails and parkways shall temporarily terminate at a public street. "In connection with the development of such trails, Developer shall grant to the County a public easement for the use of all paved trails and parkways. The County shall own the improvements on the paved trails and parkways, but not the underlying real property. The County shall maintain the paved trails and parkways; provided, however, in lieu of removing snow and ice from the trails and parkways during the winter, the County may elect to temporarily close the trails and parkways which the County is required to maintain during the periods which snow or ice is covering such trails. The Master HOA shall be responsible for maintaining the open space surrounding the trails and parkways and all unpaved trails and parkways. The trails and parkways maintained by the County shall be open for the use and enjoyment by the general public." The trails and parkways maintained by the Master HOA, and, except as noted below, shall be limited to the use and enjoyment of the members of the HOA and their guests. So long as the Developer, the Master HOA and the Neighborhood HOA, as applicable, are afforded the same or greater limitations on liability as set forth in the Utah Code § 57-14-101, et seq., the trails and parkways owned and/or maintained by the Master HOA shall be open to the general public. Any gates within the Property shall not unreasonably prevent the general public from accessing those trails and parkways which are open to the general public.

Summary of Development Agreement

- DEVELOPER GRANTED COUNTY ACCESS TO PUBLIC EASEMENT FOR THE USE OF PAVED TRAILS
- COUNTY BECAME OWNER OF ALL IMPROVEMENTS OF TRAILS (2006)
- COUNTY EXPRESSLY AGREED TO MAINTAIN THE PAVED TRAILS
- COUNTY HAS NOT PERFORMED MAINTENANCE OF THE TRAILS
- TRAILS IN NEED OF IMMEDIATE REPAIRS (SAFETY & LIABILITY ISSUES)

Major Areas of Concern Silver Leaf Road



MOA Proposal

- COUNTY RECONVEY TO MOA OWNERSHIP OF TRAIL IMPROVEMENTS
- COUNTY RETAIN A PUBLIC EASEMENT OF THE TRAILS
- MOA ACCEPT RESPONSIBILITY FOR MAINTENANCE OF TRAILS
- ONE TIME PAYMENT OF \$110K FROM COUNTY FOR CURRENT AND FUTURE REPAIRS
 - AGREEMENT CALLS FOR \$10.9K/YEAR FOR 10 YEARS

Funding Options / Issues

- TRAIL GRANTS

- UTAH GOVERNER'S OFFICE OF ECONOMIC DEVELOPMENT – NO OPEN FUNDING
- THE SWELL UTAH TRAILS GRANT PROGRAM – MATCHING FUNDS
- UTAH OUTDOOR RECREATION GRANT – MATCHING FUNDS, PRIVATE PROPERTY

- COUNTY PAYMENT

- POSSIBILITY OF STIMULUS FUNDS
- COUNTY APPLY FOR GRANTS

- MOA TRAIL MAINTENANCE FUND RAISING CAMPAIGN

- COMMUNITY GARAGE SALE – 10%
- FUNDS FROM FINING MOTORIZED VEHICLES ON TRAILS

- EARMARK BUILDING PERMIT FEES FOR TRAIL MAINTENANCE

Recommendation

- COUNTY RECONVEY TO MOA OWNERSHIP OF TRAIL IMPROVEMENTS
- COUNTY RETAIN A PUBLIC EASEMENT OF THE TRAILS
- MOA ACCEPT RESPONSIBILITY FOR MAINTENANCE OF TRAILS
- COUNTY PAY ONE TIME PAYMENT OF \$110K
- MOA INITIATE TRAIL MAINTENANCE FUND RAISING CAMPAIGN



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: 5/4/2021

Time Requested: 5 minutes

Name: Morgan Conservation District

Phone: 801-940-7528

Address: 2245 N. Morgan Valley Dr.

Email: Morganttractor@readytek.net

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Donation for Bag of Wood
Dumpster request for Bag of Wood

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

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



Morgan County Bag O' Woad



Children, ages 6 through 18, collect \$10.00 bounty!

Children accompanied by an adult can pick up specific bags for collecting dyer's woad on **Wednesday May 5, 12 or 19** from **5 pm to 7 pm** at the Morgan County Road Shop, 380 North Industrial Road, while supplies last.

Completely filled **registered bags** must have at least 40 lbs of dyer's woad. Plants must have a minimum 2" root attached to the plant.

Plants must be collected in Morgan County — participants will be asked to identify the areas where they collected plants.

Please do not enter private property without permission

Participants will turn in filled bags for a \$10 bounty between the hours of **5 pm and 7 pm**, on **Wednesday, May 12, 19 or 26** at the Morgan Co. Road Shop.

Contact Morgan Conservation District for more information: (435) 494-9760 or bchristensen2@utah.gov

