



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

**February 16, 2021
Commencing at 5:00 p.m.**

A) Opening Ceremonies-

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

B) Consent Items-

1. Ratification of appointment of Brian Cowan as the new Health Director for the Weber-Morgan Health Department

C) Commission Declaration of Conflict

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

E) Action Items –

1. Lance Evans – Planning Commission Appointments
2. Lance Evans – Morgan Valley Partners, LLC requests approval of an amendment to the Rivala Master Development Agreement to establish the extended time for development as approved by the Morgan County Council on December 4, 2018
3. Jared Andersen – Approval of an agreement between State of Utah Department of Heritage and Arts and Morgan County Library which gives the Library up to \$4,200 from the Community Library Enhancement Fund
4. John Barber/Morgan County CED Board of Directors – Proposed contract extension of Ebert Solutions for 5 years
5. Wasatch Peaks Resort – A Resolution of the County Commission of the County of Morgan, Utah providing for the creation of the WPR utility district as an independent local district; appointing a board of trustees; authorizing other documents in connection therewith; and related matters
6. Wasatch Peaks Resort – A Resolution of the County Commission of the County of Morgan, Utah, providing for the creation of WPR road and fire district as an independent local district; appointing a board of trustees; authorizing other documents in connection therewith; and related matters.

F) Commissioner Comments –

G) Adjourn –

Note: The Council 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 11th day of February, 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.



County Council Agenda Request Form

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

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

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY 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: _____ Time Requested: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Ratification of appointment of Brian Cowan as the new health director for the Weber Morgan Health Department

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

Stacy Clark

From: Crockett,Christopher <ccrockett@co.weber.ut.us>
Sent: Thursday, February 11, 2021 4:23 PM
To: Jann Farris
Cc: rmconnell@morgan-county.net; 'Stacy Clark'
Subject: RE: [EXTERNAL]RE: [EXTERNAL]Re: Director Weber Morgan Health Department

Thanks Jann! Have a great holiday weekend!

From: Jann Farris <jfarris@morgan-county.net>
Sent: Thursday, February 11, 2021 4:23 PM
To: Crockett,Christopher <ccrockett@co.weber.ut.us>
Cc: rmconnell@morgan-county.net; 'Stacy Clark' <sclark@morgan-county.net>
Subject: [EXTERNAL]RE: [EXTERNAL]Re: Director Weber Morgan Health Department

CAUTION: This email originated from outside Weber County. Do not click links or open attachments unless you know the sender and are expecting the link or attachment. **Think Before You Click!**

Thank you Chris, I will make sure we get this in front of our commission ASAP.
I am happy to present it and we will get you a signed copy in the near future.

Best regards

Jann

From: Crockett,Christopher <ccrockett@co.weber.ut.us>
Sent: Thursday, February 11, 2021 4:09 PM
To: Jann Farris <jfarris@morgan-county.net>
Subject: RE: [EXTERNAL]Re: Director Weber Morgan Health Department

Hi Jann,

I hope you are doing well. I was wondering if you could help me with getting an item on the Morgan County Commission agenda? Brian Cowan has been appointed as the new health director for the Weber-Morgan Health Department. He has accepted the position and signed the employment agreement with the Board of Health. 26A-1-110 states that the appointment of a health officer for a multi-county health department is subject to ratification by participating counties. I have heard back from the commissioners and it appears there is no objection to the appointment. Could you help me with getting this on the agenda? Also, I would be happy to come present the item if you think it is necessary. I would appreciate any help. The Weber County Commission will be hearing this on Tuesday.

Thanks,
Chris C.

From: Jann Farris <jfarris@morgan-county.net>
Sent: Friday, January 29, 2021 8:07 PM
To: Matt Wilson <mwilson@morgan-county.net>
Cc: Jared Andersen <jandersen@morgan-county.net>; commission <commission@morgan-county.net>;

Crockett,Christopher <ccrockett@co.weber.ut.us>

Subject: [EXTERNAL]Re: Director Weber Morgan Health Department

CAUTION: This email originated from outside Weber County. Do not click links or open attachments unless you know the sender and are expecting the link or attachment. **Think Before You Click!**

No concerns from me.

Thank all.

Sent from my iPhone

On Jan 29, 2021, at 7:59 PM, Matt Wilson <mwilson@morgan-county.net> wrote:

I don't know the gentleman so I couldn't comment one way or the other. I would the decisions of those of you who know him.

Sent from my iPad

On Jan 29, 2021, at 3:03 PM, Jared Andersen <jandersen@morgan-county.net> wrote:

Commissioners/Jann,

I received a call from Chris Crockett who is an attorney with Weber County concerning the appointment of Brian Cowan as Director of Weber Morgan Health Department. The department had a board meeting last week approving this appointment. The Department would like to extend an offer, but in order to extend an offer needs the approval from Morgan County now and will ratify the decision at the Commission Meeting on the 16th.

Does anybody have concerns with this?

Chris - please pipe in if I explained this incorrectly.

Thanks

Jared Andersen
Morgan County Commissioner
jandersen@morgan-county.net

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Fax: 801.737.6209
Email: sclark@morgan-county.net

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

Council Meeting Date: February 16, 2021 Time Requested: 10 minutes
Name: Lance Evans Phone: 801-845-4059
Address: 48 W Young Street
Email: levans@morgan-county.net
Associated County Department: PDS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Decision - Planning Commission Appointments - Two members of the Morgan County Planning Commission terms will expire on February 28, 2021 and need to be filled. These may be re-appointments or new appointments.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



**County Council
Planning Commission Appointments**

February 16, 2021

Two members of the Morgan County Planning Commission terms will expire this month and need to be filled. The current members, representative area and end of term date are:

Debbie Sessions, Peterson, February 28, 2021

Dustan Little, Croydon, February 28, 2021

According to the Morgan County Code these may be re-appointments or new appointments. The term expirations were advertised in the Morgan County News and on the County website in January. No applications were received for the two areas where terms have expired.

Both Mrs. Sessions and Mr. Little, have said they are willing to serve another term on the Planning Commission and Gary Ross the Planning Commission Chair recommends their re-appointment. Only one application was received to fill the positions but they were located outside the representative areas.

We are requesting appointments of the two open positions.

Morgan County Planning Commission 2020

Name	Address	Phone	Fax	E-mail	Area	Start of Term	Term
Lance Evans	County Courthouse	801-845-4059 (O) 385-350-5534 (M)	845-6087	levans@morgan-county.net	Planning Director		
Haylie Hale	County Courthouse	801-845-4008 (O)	845-6087	hhale@morgan-county.net	Planner I		
Bailey Smith	County Courthouse	801-845-4017 (O) 801-940-3272 (M)	845-6087	bsmith@morgan-county.net	Transcriptionist/Administrative Asst		
Dustan Little	2200 N 7000 E, Croydon, UT 84018	801-791-1063 (M)		dlittle@morgan-county.net	Croydon	1/1/2019	2/28/2021
Hailey Bass	1875 W Stoddard Ln Morgan, UT 84050	801-710-6530 (M)		hbass@morgan-county.net	Stoddard	3/1/2018	2/28/2022
Debbie Sessions - Vice Chair	4200 Sessions Lane Morgan, UT 84050	801-876-3123 (H) 801-821-0290 (M)		dsessions@morgan-county.net	Peterson	3/1/2017	2/28/2021
Christopher Mayerle	3967 Summer Ridge Rd Morgan, UT 84050	801-648-4013 (M)		cmayerle@morgan-county.net	Enterprise	3/1/2019	2/28/2023
Shane Stephens	192 N Morgan Valley Dr Morgan, UT 84050	801-791-0064 (M)		sstephens@morgan-county.net	Milton	3/1/2020	2/28/2024
Steve Wilson	2535 S Morgan Valley Dr Morgan, UT 84050	801-540-2605 (M)		swilson@morgan-county.net	Porterville/Richville	3/1/2020	2/28/2024
Gary Ross - Chair	5791 N Robinson Lane Morgan, UT 84050	801-336-6019 (M)		garyr@morgan-county.net	Mtn. Green	3/1/2019	2/28/2023



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Council Meeting Date: February 16, 2021 Time Requested: 15 minutes

Name: Lance Evans Phone: 801-845-4059

Address: 48 W Young Street

Email: levans@morgan-county.net

Associated County Department: PDS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

CONTINUATION OF February 2nd COMMISION MEETING - Discussion/Public Meeting/Decission - Morgan Valley Partners, LLC requests approval of an amendment to the Rivala Master Development Agreement, to establish the extended time for development as approved by the Morgan County Council on December 4, 2018.

2-11-2021 5:45 pm

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

X

applicant did not submit documentation



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

Council Meeting Date: 02/16/21 Time Requested: 15 min
Name: Jared Andersen Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: Library

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of an agreement State of Utah Department of Heritage and Arts and Morgan County Library which gives the Library up to \$4200 from the Community Library Enhancement Fund.

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"/>



STATE OF UTAH

CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: **Department of Heritage and Arts, Agency Code: 710, State Library Division**, referred to as **USL** and/or **STATE**, and **Morgan County Library**, referred to as **GRANTEE**

Morgan County Library
50 N 100 W
Morgan, UT 84050-0600

LEGAL STATUS OF GRANTEE

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

Contact Person: Erin Bott
Phone Number: (801) 829-3481
Email: ebott@morgan-county.net
Vendor ID # 31632C

Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide Community Library Enhancement Funds (CLEF) for the development of local public library services.
3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: Certified Public Library status.
4. CONTRACT PERIOD: Effective Date: 07/01/2020 Termination Date: 06/30/2021, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
5. CONTRACT COSTS: GRANTEE will be paid a maximum of \$ 4200 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.
6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
Attachment A - Standard Terms & Conditions for Grants
Attachment B – Scope of Work and Special Provisions
Other Attachments: The following attachments are required documents and are included in the total documentation for Contract, though received at different times during the effective dates of Contract.
- CLEF Final Report

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:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and GRANTEE'S response to Bid # N/A , dated N/A.
8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.

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.

Page 2
Contract between USL and Utah Dept of Heritage & Arts
CONTRACT #

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

GRANTEE

STATE

Manager, Mayor, or County Council/Commission Rep

Director, State Library Division

Library Board Chair

Director, Division of Purchasing

Library Director

Director, Division of Finance

Clerk/Auditor

Agency Contact for questions during the contract process.

Rachel Cook
Agency Contact

801-715-6722
Phone Number

801-715-6767
Fax Number

rcook@utah.gov
Email

Contract between USL and Utah Dept of Heritage & Arts
CONTRACT #

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee'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, Grantee and all acts 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. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee 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. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.
7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Grantee 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, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee'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. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State 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'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.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. 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. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
- a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee 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.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

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

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State 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 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 Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee 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.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **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.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
25. **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's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision

attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. **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.
27. **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.
28. **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: 30 March 2016)

Contract between USL and Utah Dept of Heritage & Arts
CONTRACT #

ATTACHMENT B
SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE signatures by 01/31/2021.** Any exceptions must be arranged in writing via email to rcook@utah.gov.
2. The effective dates of Contract shall be from 07/01/2020 through 06/30/2021, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed \$4200.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Rachel Cook, rcook@utah.gov, 801-715-6722

GRANTEE Contact: Erin Bott, ebott@morgan-county.net, (801) 829-3481

SCOPE OF WORK:

1. In fulfilling its responsibilities hereunder GRANTEE shall:
 - (a) Comply with the standards for elements of public library service as specified in *Standards for Utah Public Libraries* in effect as of January 1, 2020.
 - i. LOCAL GOVERNMENT SUPPORT: In order to continue to receive CLEF funds in the future, at least 65% of the library's total operating revenues must come from jurisdictional tax revenues in order for the jurisdiction to be eligible for CLEF. (*Standards for Utah's Public Libraries*, Standard #9)
 - (b) Expend CLEF funds only for the following purposes:
 - 1- **Collection Development** (for example: children's materials, digital media materials, online resources, materials in another language, special new collections, enhanced current collections).
 - 2- **Technology For Public Use** (for example: public access computing, library catalogs, online resources, technology training, Wi-Fi, other technology that can be used by patrons).
 - 3- **Programming** (for example: community outreach programs, any programs sponsored by the library, on or off site).
 - 4- **Retrofitting the Library Building for ADA Compliance** (If you plan to use CLEF monies in this category, you MUST contact the grants coordinator before beginning your project.)

CLEF funds shall not be used as match for Federal LSTA grants and shall not replace local funding.

**Contract between USL and Utah Dept of Heritage & Arts
CONTRACT #**

- (c) Please indicate on the following lines what you plan to purchase with CLEF Grant funds for your library:

- (d) Expend the total CLEF funds shown below in accordance with the provisions of this Contract by June 30, 2021, and complete and submit the COMMUNITY LIBRARY ENHANCEMENT FUND Report to USL by September 15, 2021. This report should be submitted online and is found at <https://ut.countingopinions.com/login.php>.

The CLEF Fund Report for the previous State fiscal year must be submitted to the State Library before funds will be provided under the current Contract. GRANTEE also agrees to make library financial records available for audit or inspection, if requested. For additional information regarding CLEF, please refer to library.utah.gov/clef.

2. AGREEMENT AMOUNTS and SCHEDULE OF PAYMENT:

The USL shall pay GRANTEE amount as indicated previously in Attachment B, paragraph 3.

The aforementioned amount is payable once the Contract is received by USL with all signatures and is processed accordingly. One completed copy of the Contract will be returned to the GRANTEE along with their fund check. Please note that this process may take several weeks to complete.



County Council Agenda Request Form

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

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

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY 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:	<u>February 16, 2020</u>	Time Requested:	<u>5:00pm</u>
Name:	<u>John Barber w/Morgan County CED Board of Directors</u>	Phone:	<u>801-589-5733</u>
Address:	<u></u>		
Email:	<u>ibarber288@gmail.com</u>	Fax:	<u></u>
Associated County Department:	<u>CED Board</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Proposed contract extension of Ebert Solutions for 5 years.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



Morgan County Community and Economic Development Director AMENDED AND RESTATED CONTRACTOR AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is made and entered into this date 16th day of February, 2021, by and between Morgan County (“Client,” “Morgan County” or the “County”) and managed by the Morgan County Economic Development Board (“CED Board” or the “Board”), at PO BOX 886 Morgan, Utah 84050 AND Ebert Solutions, LLC, a Utah limited liability company (“Contractor”), 1754 N 1350 W Farr West, Utah 84404, shall be known collectively as the “Parties”. This A&R Agreement amends and restates in its entirety that certain Morgan County Community and Economic Development Contractor Agreement dated November 10, 2020, which Agreement provided for the extension of the term thereof upon the written agreement of the Parties.

WITNESSETH:

WHEREAS, Communities pay a high price for unplanned growth in increased demand for costly public services. It is important to understand the relationships between residential and commercial growth, agricultural land use, conservation, recreational opportunities, and tourism. Economic Development and planning is the key to diversification of Morgan County’s tax base and sources of tax revenue.

WHEREAS, Commercial, tourism and agricultural activities require fewer public services and therefore lower of the overall cost of government.

WHEREAS, Sales and tourism taxes paid by visitors to our community offset the tax burden for residents.

WHEREAS, Morgan County desires to enter into an agreement with an organization or individual that has experience in economic and community development to assist in building out a community and economic development model and to provide management of said model.

WHEREAS, Contractor has experience in the fields of Economic Development, Tourism Development and Marketing, and Community Development.

WHEREAS, Contractor is willing to be engaged by Client upon the terms and conditions herein contained; and

WHEREAS, Morgan County desires to contract with Contractor to perform a defined scope of services intended to enhance the County’s brand, improve quality of life, increase economic output, and assist in employment growth within the County.

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, and conditions set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Client and Contractor mutually agree as follows:

1. SCOPE AND DELIVERABLES

a. CONTRACTOR SHALL:

- i. Assist the CED Board in the implementation of the Morgan County Economic Development Strategy as defined in the Economic Development Plan while maintaining the Morgan County Vision and Values as stated in the General Plan.
- ii. Oversee work activities with the following (areas of emphasis) goals:



1. Local Business development assistance
 2. Assist in broadband build out to the entire county
 3. Transportation corridor planning, funding, and build out
 4. Outdoor recreation destination emphasis
- iii. Work with local, State and Federal Economic Development agencies to assist the County in grant writing, infrastructure development, business retention and recruitment. Agencies include but are not limited to: Morgan Area Chamber of Commerce, Business Resource Center, Economic Development Corporation of Utah (EDC Utah), Northern Utah Chamber Coalition (NUCC), Morgan Council of Governments (COG), Governor's Office of Economic Development (GOED), Utah Association of Counties (UAC), and Governor's Rural Partnership Board (GRPB).
- iv. Manage and assist the CED board with business expansion and retention (BEAR) visits to better understand the needs of current business and future business.
- v. Research, write, and direct preparation of plans and reports on a variety of topics in economic development and community development.
- vi. Direct and perform work to help businesses relocate, expand, and develop in Morgan County.
- vii. Direct and conduct field research to collect original data for economic and community development projects.
- viii. Develop plans and policies relating to community and economic development.
- ix. Respond to solicitations from businesses wishing to expand into Morgan County.
- x. Submit all accounting and reporting requirements to the CED secretary.

b. Role and Responsibilities:

- i. The manner and means by which Contractor chooses to complete the services are in Contractor's sole discretion and control. Contractor's obligations shall be conditioned upon receiving such information and cooperation of the CED Board as may be reasonably necessary to perform the services.
- ii. Contractor shall be responsible for all expenses incurred while performing Services under this Agreement. This includes automobile, truck and other travel expenses (with the exception of truck and other travel expenses specifically requested or agreed upon in advance by the CED Board); vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.



- c. **Services NOT Performed by Contractor:** Although Contractor may comment upon Client's legal documents, financial statements or other documentation in the course of performing the services hereunder, Client acknowledges that Contractor is not an attorney, nor is Contractor providing auditing or accounting services or opining on representations made in any financial statements. Client further acknowledges that Client should consult with its own legal, auditing and accounting advisors regarding any matters requiring legal, auditing or accounting advice.
2. **Term:** The term of this Agreement shall commence on February 16, 2021, and shall remain in effect until February 16, 2026. By mutual agreement, the parties may negotiate and extend the term for such additional term or terms as the parties shall determine and agree.
3. **Compensation:** Client agrees to pay Contractor in the following manner:
 - a. **For services previously stipulated:** Contractor shall be compensated \$22,333.33 per month for an annual cost of \$268,000. Contracting services will be provided over a five-year period.
 - b. **Compensation terms:** shall be payable net 30 after contractor submits an invoice to Morgan County. The invoice should include the following: an invoice number, the dates covered by the invoice, and any other information or details in accordance with this Agreement.
 - c. **Additional contract services:** If requested by the County following the recommendation of the CED Board pursuant to section 5 of this Agreement, Contractor may provide additional services that are agreed upon by both parties. Payment for additional contracted services are subject to negotiation and agreed upon by both parties.
 - d. **Additional Travel and Meeting:** Expenses, as agreed upon in advance through CED Board, and billed for reimbursement.
4. **Miscellaneous**
 - a. **Proprietary and Confidential Information of Others:** Contractor acknowledges that Client does business with clients that supply Client with information of a confidential nature, and that Client has contractual obligations to preserve the confidential nature of such information. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to Client, its subsidiaries and affiliates, and their employees, including any document, record, financial or other information of Client, or others in a confidential relationship with Client, and further relates to specific business matters such as the Client's financial information, identity of clients and developments, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of Client, its subsidiaries and affiliates, and their employees. Contractor agrees to treat any information received from clients of Client as confidential, as if it were the Proprietary and Confidential Information of Client.
 - b. **Disclosure of Information:** Contractor agrees that at no time (either during or subsequent to the term of this Agreement) will Contractor disclose or use, except in pursuit of the business of Client or any of its subsidiaries or affiliates, any Proprietary and Confidential Information of Client, or any subsidiary or affiliate of Client, acquired during the term of this Agreement. Contractor agrees not to



remove from the premises of Client, except as necessary, for Contractor to perform services in accordance with the terms of this Agreement, any document, record, or other information of Client or its affiliates. Contractor agrees to return or destroy, immediately upon termination of Contractor's services hereunder, any and all documentation relating to Proprietary and Confidential Information of Client and of others that is in the possession of Contractor, in whatever format it may be maintained, whether provided to, or developed by, Contractor, and to provide a certificate of destruction if required by Client. Notwithstanding the foregoing, the restrictions contained in this Section (4b) shall not apply to any Proprietary and Confidential Information that:

- i. Is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate),
 - ii. Is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or
 - iii. Is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.
- c. **Remedies:** In addition to any other remedies, which Client may have by virtue of this Agreement, Contractor agrees that in the event that a breach of the confidentiality provisions of this Agreement occurs or is threatened, Client shall be entitled to obtain an injunction against Contractor from a court of competent jurisdiction to restrain any breach of confidentiality.
- d. **Termination:** Either party may terminate this Agreement, with or without cause, upon sixty (60) days' advance written notice to the other. Termination by the County may only occur after a recommendation from the CED Board; however, the County Commission shall not be required to follow the CED Board recommendation if funding sources are not available.
- e. **Limitation of Liability to Client:** Notwithstanding any other provision of this Agreement, in no event shall Contractor be liable to Client for Client's lost profits, or special, incidental, punitive or consequential damages (even if Contractor has been advised of the possibility of such damages). Furthermore, in no event shall Contractor's liability to Client under any circumstances exceed the amount of compensation actually received by Contractor from Client under this Agreement as of date contract signed. Further, Contractor will not be liable for delays or performance failures due to circumstances beyond Contractor's control.
- f. **Indemnification:** Contractor agrees to indemnify and hold harmless Client from and against any and all claims, losses, actions, expenses, and any other liabilities arising out of or resulting from the performance of or failure to perform the work and services contracted for hereunder. Client shall give reasonable notice to Contractor of any such claim, loss, action, damage, expense, or other liability. Contractor's obligation to indemnify the Client is not limited or waived in any way by compliance or non-compliance with the Insurance requirements of this Agreement.
- g. **Insurance:** Contractor shall obtain and maintain at Contractor's own expense during the term of this agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Contractor shall maintain general Commercial General Liability insurance with contractual liability coverage to cover Contractor's obligations under the Indemnification section of this Agreement, with minimum limits as required by Client.



- h. **Client's Representations:** Client represents that it has the full right and authority to enter and perform this Agreement. The consummation of the Agreement and the transactions contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreements or understanding between Client and any other person or entity. Client represents and warrants to Contractor that Client is able to timely pay Contractor all fees and expenses incurred in the performance of the services hereunder.
 - i. **Relationship of Parties:** This Agreement shall not constitute an employer/employee relationship, and it is the intent of each party that Contractor shall at all times be an independent contractor.
 - j. **Independent Contractor:** No Agency. The parties agree that at all times during the term of this Agreement, Contractor shall continue to be an independent Contractor, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of Client. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Contractor shall retain the right to perform services for others during the term of this Agreement.
 - k. **Amendments:** This Agreement may be amended only in writing signed by both parties.
 - l. **Waiver:** No waiver of satisfaction of a condition or non-performance of and obligation under this agreement will be effective unless it is in writing and signed by the granting party. Should any litigation be commenced between Client and Contractor relating to any such breach, the prevailing party shall be entitled, in addition to such other relief as may be granted, reasonable costs and attorney's fees relating to such litigation. If any term or provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement shall be governed by the laws of the State of Utah. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.
5. **ADMINISTRATION:** County Commission shall designate the CED Board for oversight of the Contractor. This agreement provides a quarterly presentation from the CED Board to the County Commission. County Commission will designate a member to oversee CED Board.
- a. CED Board provides direction and oversight to Contractor.
 - b. CED Board makes recommendations to County Commission for approval of:
 - i. Additional services;
 - ii. Contract extensions;
 - iii. Areas of economic and community focus.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the

_____ day of _____, 20____.



CLIENT

MORGAN COUNTY

Signature _____ Date: _____

Name: _____ Title: _____

CONTRACTOR

EBERT SOLUTIONS, LLC

Signature _____ Date: _____

Name: _____ Title: _____

MORGAN COUNTY
BALANCE SHEET
SEPTEMBER 30, 2020

GENERAL FUND

ASSETS

10-1100-000-000	CASH IN COMBINED CASH FUND	(250,317.75)	
10-1311-000-000	ACCOUNTS RECEIVABLE-AMBULANCE		218,723.12	
10-1312-000-000	ALLOWANCE/DOUBTFUL AMB ACCTS	(143,203.74)	
10-1313-000-000	OTHER ACCOUNTS RECEIVABLE		2,227.34	
10-1400-000-000	ACCOUNTS RECEIVABLE-TAXES, ETC		727,281.40	
10-1500-000-000	PREPAID EXPENSE		16,738.00	
10-1580-000-000	SUSPENSE		8,801.57	
	TOTAL ASSETS			<u>580,249.94</u>

LIABILITIES AND EQUITY

LIABILITIES

10-2131-000-000	ACCOUNTS PAYABLE	(111,495.16)	
10-2132-000-000	ACCRUED LIABILITIES		165,097.00	
10-2200-000-000	WAGES PAYABLE		112,003.40	
10-2600-000-000	DEFERRED REVENUE		51,116.00	
10-2605-000-000	DEFERRED C.U.P.		50.00	
10-2610-000-000	DEFERRED BUSINESS LICENSE		4,810.00	
	TOTAL LIABILITIES			221,581.24

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
10-2951-000-000	FUND BALANCE - UNAPPROPRIATED		1,432,240.69	
10-2964-000-000	FUND BALANCE - E-911		.38	
10-2965-000-000	FUND BALANCE - LIQUOR		31,145.14	
10-2966-000-000	FUND BAL-RESTAURANT		185,493.36	
10-2967-000-000	FUND BALANCE -TRAN ROOM TAX		23,243.55	
10-2968-000-000	FUND BALANCE - TOUR LEASING		81,829.91	
	REVENUE OVER EXPENDITURES - YTD	(1,395,284.33)	
	BALANCE - CURRENT DATE			<u>358,668.70</u>
	TOTAL FUND EQUITY			<u>358,668.70</u>
	TOTAL LIABILITIES AND EQUITY			<u>580,249.94</u>

Fund Balance

Report Criteria:

Actual amounts

All accounts

Account.Account number = "103340000000"

Rural County Grant

Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance	
10-3340-000-000 State Grants						
		01/01/2020 (00/20) Balance			.00	
CR	4006258	GIS GRANT - STATE OF UTAH		19,000.00-		
CR	4006344	4TH QTR BEAR - STATE OF UTAH		50,437.25-		
		07/31/2020 (07/20) Period Totals and Balance	.00 *	69,437.25- *	69,437.25-	
CR	4006825	EMS AND PREPAREDNESS GRANT - STATE OF UT		59,861.00-		
		10/31/2020 (10/20) Period Totals and Balance	.00 *	59,861.00- *	129,298.25-	
CR	4006953	MORGAN COUNTY RURAL COUNTY GRANT - STAT		95,833.00-		
		11/30/2020 (11/20) Period Totals and Balance	.00 *	95,833.00- *	225,131.25-	
CR	4007474	VFA GRANT FORESTRY FIRE & STATE LANDS - ST		8,317.95-		
CR	4007475	GRANT FOR CHAINSAW BAR AND BLADE-FOREST		121.99-		
		01/31/2021 (01/21) Period Totals and Balance	.00 *	8,439.94- *	233,571.19-	
		02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	233,571.19-	
YTD Encumbrance	.00	YTD Actual	8,439.94- Total	8,439.94- YTD Budget	.00 Unearned	8,439.94-

Number of transactions: 6 Number of accounts: 1

Total General Fund:

Number of transactions: 6 Number of accounts: 1

Grand Totals:

Debit	Credit	Proof
.00	233,571.19-	233,571.19-
.00	233,571.19-	233,571.19-

Report Criteria:

Actual amounts

All accounts

Account.Account number = "103340000000"

Report Criteria:

Jan 2020 to Feb 2021
Revenue

Actual amounts

All accounts

Account.Account number = "103150000000"-103160000000"

Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
10-3150-000-000 Transient Room Tax					
		01/01/2020 (00/20) Balance			.00
JE	7	ROOM TAX - PTIF 1460		646.56-	
		01/31/2020 (01/20) Period Totals and Balance	.00 *	646.56- *	646.56-
JE	9	ROOM TAX - PTIF 1460		2,079.71-	
		02/29/2020 (02/20) Period Totals and Balance	.00 *	2,079.71- *	2,726.27-
JE	7	ROOM TAX - PTIF 1460		1,629.24-	
		03/31/2020 (03/20) Period Totals and Balance	.00 *	1,629.24- *	4,355.51-
JE	7	ROOM TAX - PTIF 1460		1,443.50-	
		04/30/2020 (04/20) Period Totals and Balance	.00 *	1,443.50- *	5,799.01-
JE	7	ROOM TAX - PTIF 1460		216.35-	
		05/31/2020 (05/20) Period Totals and Balance	.00 *	216.35- *	6,015.36-
JE	7	ROOM TAX - PTIF 1460		84.63-	
		06/30/2020 (06/20) Period Totals and Balance	.00 *	84.63- *	6,099.99-
JE	9	ROOM TAX - PTIF 1460		2,320.37-	
		07/31/2020 (07/20) Period Totals and Balance	.00 *	2,320.37- *	8,420.36-
JE	159	ROOM TAX - PTIF 1460		4,574.96-	
		08/31/2020 (08/20) Period Totals and Balance	.00 *	4,574.96- *	12,995.32-
JE	7	ROOM TAX - PTIF 1460		5,101.28-	
		09/30/2020 (09/20) Period Totals and Balance	.00 *	5,101.28- *	18,096.60-
JE	7	ROOM TAX - PTIF 1460		4,202.73-	
		10/31/2020 (10/20) Period Totals and Balance	.00 *	4,202.73- *	22,299.33-
JE	41	ROOM TAX - PTIF 1460		3,447.11-	
		11/30/2020 (11/20) Period Totals and Balance	.00 *	3,447.11- *	25,746.44-
JE	7	ROOM TAX - PTIF 1460		1,500.17-	
		12/31/2020 (12/20) Period Totals and Balance	.00 *	1,500.17- *	27,246.61-
		02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	27,246.61-
YTD Encumbrance	.00	YTD Actual	.00	Total	.00
			.00	YTD Budget	.00
			.00	Unearned	.00

10-3155-000-000 Restaurant Tax

		01/01/2020 (00/20) Balance			.00
JE	5	RESTAURANT TAX - PTIF 1460		3,005.81-	
		01/31/2020 (01/20) Period Totals and Balance	.00 *	3,005.81- *	3,005.81-
JE	7	RESTAURANT TAX - PTIF 1460		4,172.90-	
		02/29/2020 (02/20) Period Totals and Balance	.00 *	4,172.90- *	7,178.71-
JE	5	RESTAURANT TAX - PTIF 1460		2,991.26-	
		03/31/2020 (03/20) Period Totals and Balance	.00 *	2,991.26- *	10,169.97-
JE	5	RESTAURANT TAX - PTIF 1460		3,801.54-	
		04/30/2020 (04/20) Period Totals and Balance	.00 *	3,801.54- *	13,971.51-
JE	5	RESTAURANT TAX - PTIF 1460		3,074.73-	
		05/31/2020 (05/20) Period Totals and Balance	.00 *	3,074.73- *	17,046.24-
JE	5	RESTAURANT TAX - PTIF 1460		2,447.55-	
		06/30/2020 (06/20) Period Totals and Balance	.00 *	2,447.55- *	19,493.79-
JE	7	RESTAURANT TAX - PTIF 1460		3,399.73-	
		07/31/2020 (07/20) Period Totals and Balance	.00 *	3,399.73- *	22,893.52-
JE	157	RESTAURANT TAX - PTIF 1460		6,344.49-	
		08/31/2020 (08/20) Period Totals and Balance	.00 *	6,344.49- *	29,238.01-
JE	5	RESTAURANT TAX - PTIF 1460		5,691.58-	
		09/30/2020 (09/20) Period Totals and Balance	.00 *	5,691.58- *	34,929.59-
JE	5	RESTAURANT TAX - PTIF 1460		5,464.24-	

	10/31/2020 (10/20) Period Totals and Balance	.00 *	5,464.24- *	40,393.83-
JE	39 RESTAURANT TAX - PTIF 1460		5,738.53-	
	11/30/2020 (11/20) Period Totals and Balance	.00 *	5,738.53- *	46,132.36-
JE	5 RESTAURANT TAX - PTIF 1460		3,290.68-	
	12/31/2020 (12/20) Period Totals and Balance	.00 *	3,290.68- *	49,423.04-
	02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	49,423.04-
YTD Encumbrance	.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unearned

10-3160-000-000 Tourism Tax

	01/01/2020 (00/20) Balance			.00
JE	9 TOURISM TAX - 1460 PTIF		813.46-	
	01/31/2020 (01/20) Period Totals and Balance	.00 *	813.46- *	813.46-
JE	11 TOURISM TAX - PTIF 1460		1,059.09-	
	02/29/2020 (02/20) Period Totals and Balance	.00 *	1,059.09- *	1,872.55-
JE	9 TOURISM TAX - PTIF 1460		1,385.51-	
	03/31/2020 (03/20) Period Totals and Balance	.00 *	1,385.51- *	3,258.06-
JE	9 TOURISM TAX - PTIF 1460		1,418.06-	
	04/30/2020 (04/20) Period Totals and Balance	.00 *	1,418.06- *	4,676.12-
JE	9 TOURISM TAX - PTIF 1460		976.87-	
	05/31/2020 (05/20) Period Totals and Balance	.00 *	976.87- *	5,652.99-
JE	9 TOURISM TAX - 1460 PTIF		173.17-	
	06/30/2020 (06/20) Period Totals and Balance	.00 *	173.17- *	5,826.16-
JE	11 TOURISM TAX - PTIF 1460		331.67-	
	07/31/2020 (07/20) Period Totals and Balance	.00 *	331.67- *	6,157.83-
JE	161 TOURISM TAX - PTIF 1460		654.69-	
	08/31/2020 (08/20) Period Totals and Balance	.00 *	654.69- *	6,812.52-
JE	9 TOURISM TAX - PTIF 1460		849.61-	
	09/30/2020 (09/20) Period Totals and Balance	.00 *	849.61- *	7,662.13-
JE	9 TOURISM TAX - PTIF 1460		950.18-	
	10/31/2020 (10/20) Period Totals and Balance	.00 *	950.18- *	8,612.31-
JE	43 TOURISM TAX - PTIF 1460		1,415.81-	
	11/30/2020 (11/20) Period Totals and Balance	.00 *	1,415.81- *	10,028.12-
JE	9 TOURISM TAX - PTIF 1460		788.77-	
	12/31/2020 (12/20) Period Totals and Balance	.00 *	788.77- *	10,816.89-
	02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	10,816.89-
YTD Encumbrance	.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unearned

Number of transactions: 36 Number of accounts: 3

	Debit	Credit	Proof
Total General Fund:	.00	87,486.54-	87,486.54-

Number of transactions: 36 Number of accounts: 3

	Debit	Credit	Proof
Grand Totals:	.00	87,486.54-	87,486.54-

Report Criteria:

Actual amounts

All accounts

Account.Account number = "103150000000"-103160000000"

Report Criteria:

Actual amounts

All accounts

Account.Account number = "104630110000"-"104630740000"

Jan 2020 - Feb 2021
Expenditures

Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
10-4630-110-000 Permanent Employees					
		01/01/2020 (00/20) Balance			.00
		02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00
			.00	YTD Budget	.00
			.00	Unearned	.00
10-4630-120-000 Temporary Employees					
		01/01/2020 (00/20) Balance			.00
		02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00
			.00	YTD Budget	.00
			.00	Unearned	.00
10-4630-130-000 Employee Benefits					
		01/01/2020 (00/20) Balance			.00
		02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00
			.00	YTD Budget	.00
			.00	Unearned	.00
10-4630-160-000 1% Restaurant Tax					
		01/01/2020 (00/20) Balance			.00
AP	237	County Seat	8,500.00		
		01/31/2020 (01/20) Period Totals and Balance	8,500.00 *	.00 *	8,500.00
		02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	8,500.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00
			.00	YTD Budget	.00
			.00	Unearned	.00
10-4630-170-000 Transient Room Tax					
		01/01/2020 (00/20) Balance			.00
		02/28/2021 (02/21) Period Totals and Balance	.00 *	.00 *	.00
YTD Encumbrance	.00	YTD Actual	.00	Total	.00
			.00	YTD Budget	.00
			.00	Unearned	.00
10-4630-180-000 Tourism Tax					
		01/01/2020 (00/20) Balance			.00
AP	238	County Seat	8,500.00		
		01/31/2020 (01/20) Period Totals and Balance	8,500.00 *	.00 *	8,500.00
AP	150	Conestoga Wagon Co LLC	5,000.00		
AP	294	Conestoga Wagon Co LLC		5,000.00-	
		02/29/2020 (02/20) Period Totals and Balance	5,000.00 *	5,000.00- *	8,500.00
AP	122	East Canyon	5,000.00		
		03/31/2020 (03/20) Period Totals and Balance	5,000.00 *	.00 *	13,500.00
AP	158	Blu Spider Media	110.00		
AP	361	Ebert Solutions LLC	6,250.00		
		11/30/2020 (11/20) Period Totals and Balance	6,360.00 *	.00 *	19,860.00
AP	165	Utah Transit Authority	6,881.00		
		02/28/2021 (02/21) Period Totals and Balance	6,881.00 *	.00 *	26,741.00
YTD Encumbrance	.00	YTD Actual	6,881.00	Total	6,881.00
			6,881.00	YTD Budget	.00
			.00	Unearned	6,881.00

10-4630-210-000 Books, Subscriptions & Members

01/01/2020 (00/20) Balance .00
 02/28/2021 (02/21) Period Totals and Balance .00 * .00 * .00

YTD Encumbrance .00 YTD Actual .00 Total .00 YTD Budget .00 Unearned .00

10-4630-220-000 Public Notices

01/01/2020 (00/20) Balance .00
 AP 138 Morgan County News 284.00
 11/30/2020 (11/20) Period Totals and Balance 284.00 * .00 * 284.00
 AP 123 Morgan County News 284.00
 12/31/2020 (12/20) Period Totals and Balance 284.00 * .00 * 568.00
 02/28/2021 (02/21) Period Totals and Balance .00 * .00 * 568.00

YTD Encumbrance .00 YTD Actual .00 Total .00 YTD Budget .00 Unearned .00

10-4630-230-000 Travel & Training

01/01/2020 (00/20) Balance .00
 AP 125 Ebert Solutions LLC 666.30
 AP 116 Traverse Tours & Travel 614.76
 AP 117 Traverse Tours & Travel 697.72
 AP 120 Traverse Tours & Travel 1,358.28
 AP 118 Traverse Tours & Travel 643.92
 AP 119 Traverse Tours & Travel 1,238.48
 12/31/2020 (12/20) Period Totals and Balance 5,219.46 * .00 * 5,219.46
 02/28/2021 (02/21) Period Totals and Balance .00 * .00 * 5,219.46

YTD Encumbrance .00 YTD Actual .00 Total .00 YTD Budget .00 Unearned .00

10-4630-240-000 Office Supplies & Expenses

01/01/2020 (00/20) Balance .00
 AP 198 Dingman Professional Printing 163.00
 AP 199 Dingman Professional Printing 150.00
 AP 200 Dingman Professional Printing 377.00
 01/31/2020 (01/20) Period Totals and Balance 690.00 * .00 * 690.00
 02/28/2021 (02/21) Period Totals and Balance .00 * .00 * 690.00

YTD Encumbrance .00 YTD Actual .00 Total .00 YTD Budget .00 Unearned .00

10-4630-310-000 Professional & Technical

01/01/2020 (00/20) Balance .00
 AP 257 Deb's Spicy Pie 102.44
 AP 264 Subway of Morgan 93.16
 AP 270 Ridley's 49.05
 AP 271 Ridley's 53.42
 02/29/2020 (02/20) Period Totals and Balance 298.07 * .00 * 298.07

AP 6 Larry's Spring Chicken Inn 144.00
 AP 44 Ridley's 13.94
 AP 330 Ridley's 24.35
 AP 388 Mama Lakes 117.00
 AP 331 Ridley's 11.58
 AP 339 Bingham's Custom Meats 50.00
 AP 329 Karen's Kreations 55.00
 AP 386 DynaGrace Enterprises 55.00
 AP 396 Grandview Cairn 55.00
 AP 397 Ackett Safety Training LLC 55.00

AP	398 Wilson Turf & Pest	55.00				
AP	399 Tungmala Enterprises LLC	55.00				
	03/31/2020 (03/20) Period Totals and Balance	690.87 *		.00 *		988.94
AP	169 Ames Leadership	3,000.00				
	06/30/2020 (06/20) Period Totals and Balance	3,000.00 *		.00 *		3,988.94
AP	193 Davis Technical College	600.00				
AP	201 Traverse Tours & Travel	7,704.00				
	07/31/2020 (07/20) Period Totals and Balance	8,304.00 *		.00 *		12,292.94
AP	55 Davis Technical College	1,200.00				
AP	56 Davis Technical College	14,000.00				
AP	96 Morgan County News	284.00				
AP	124 Cannon, Tina	106.84				
	10/31/2020 (10/20) Period Totals and Balance	15,590.84 *		.00 *		27,883.78
AP	16 Dingman Professional Printing	86.00				
	11/30/2020 (11/20) Period Totals and Balance	86.00 *		.00 *		27,969.78
AP	275 Wasatch Civil Consulting Engineering	51.50				
AP	126 Ebert Solutions LLC	2,500.00				
AP	44 Cannon, Tina	731.70				
AP	45 Cannon, Tina	309.11				
AP	124 Ebert Solutions LLC	6,250.00				
	12/31/2020 (12/20) Period Totals and Balance	9,842.31 *		.00 *		37,812.09
AP	94 Ebert Solutions LLC	6,250.00				
	01/31/2021 (01/21) Period Totals and Balance	6,250.00 *		.00 *		44,062.09
AP	167 Ebert Solutions LLC	6,250.00				
	02/28/2021 (02/21) Period Totals and Balance	6,250.00 *		.00 *		50,312.09

YTD Encumbrance .00 YTD Actual 12,500.00 Total 12,500.00 YTD Budget .00 Unearned 12,500.00

10-4630-740-000 Equipment

	01/01/2020 (00/20) Balance					.00
	02/28/2021 (02/21) Period Totals and Balance	.00 *		.00 *		.00

YTD Encumbrance .00 YTD Actual .00 Total .00 YTD Budget .00 Unearned .00

Number of transactions: 50	Number of accounts: 12			
		<u>Debit</u>	<u>Credit</u>	<u>Proof</u>
Total General Fund:		<u>97,030.55</u>	<u>5,000.00-</u>	<u>92,030.55</u>
Number of transactions: 56	Number of accounts: 12			
		<u>Debit</u>	<u>Credit</u>	<u>Proof</u>
Grand Totals:		<u><u>97,030.55</u></u>	<u><u>5,000.00-</u></u>	<u><u>92,030.55</u></u>

Report Criteria:

Actual amounts

All accounts

Account.Account number = "104630110000"- "104630740000"

Report Criteria:

- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

2021
Expenditure
Department Budget

[Report].Account Number = "104630110000"- "104630740000"

Account Number	Account Description	(2) Requested Budget
----------------	---------------------	-------------------------

General Fund

Economic Development

10-4630-110-000	Permanent Employees	0
10-4630-120-000	Temporary Employees	0
10-4630-130-000	Employee Benefits	0
10-4630-160-000	1% Restaurant Tax	46,573
10-4630-170-000	Transient Room Tax	76,000
10-4630-180-000	Tourism Tax	10,216
10-4630-210-000	Books, Subscriptions & Members	27,500
10-4630-220-000	Public Notices	0
10-4630-230-000	Travel & Training	0
10-4630-240-000	Office Supplies & Expenses	0
10-4630-310-000	Professional & Technical	0
10-4630-740-000	Equipment	0
Total Economic Development:		160,289
General Fund Revenue Total:		0
General Fund Expenditure Total:		160,289
Total General Fund:		160,289
Grand Totals:		160,289



County Council Agenda Request Form

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

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

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY 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:	_____	Time Requested:	_____
Name:	_____	Phone:	_____
Address:	_____		
Email:	_____	Fax:	_____
Associated County Department:	_____		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Wasatch Peaks Resort – A Resolution of the County Commission of the County of Morgan, Utah, providing for the creation of WPR road and fire district as an independent local district; appointing a board of trustees; authorizing other documents in connection therewith; and related matters

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

From: Wade, Aaron (G&B) <awade@gilmorebell.com>
Sent: Thursday, January 21, 2021 11:08 AM
To: Jann Farris <jfarris@morgan-county.net>
Subject: WPR Local District Resolutions

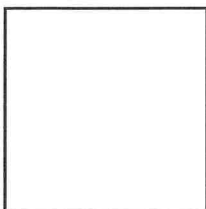
Hi Jann,

I've attached drafts of the resolutions to create the two local districts for the WPR Development. I've tentatively plugged in the first February meeting, but let me know if we need to shift the date. Let me know if you'd like to see any changes in these. The one question I do have is with regard to provision of fire and ems, they are within the boundaries of the County EMS and as such would need written consent to the overlap, would the commission be able to approve that as part of this resolution, or is there different governing body for the ems we'd need to work with?

Thank you,
Aaron

Aaron Wade | Attorney | Gilmore & Bell, P.C.
15 West South Temple | Suite 1450 | Salt Lake City, UT 84101
Phone: (801) 258-2730 | Fax: (801) 364-5032
awade@gilmorebell.com

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www.avast.com

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Stacy Clark

From: Wade, Aaron (G&B) <awade@gilmorebell.com>
Sent: Tuesday, February 2, 2021 2:04 PM
To: Jann Farris
Cc: rmccconnell@morgan-county.net; 'Stacy Clark'
Subject: RE: WPR Local District Resolutions
Attachments: Morgan County Local District Creation Resolution #1 - WPR.docx; Morgan County Local District Creation Resolution #2 - WPR.docx

Jann,

Just received word that WPR would like to slightly tweak the names of the Districts. I've updated the names and resolution date to 2/18 in the attached resolutions.

Thanks,
Aaron

Aaron Wade | Attorney | Gilmore & Bell, P.C.
15 West South Temple | Suite 1450 | Salt Lake City, UT 84101
Phone: (801) 258-2730 | Fax: (801) 364-5032
awade@gilmorebell.com

From: Wade, Aaron (G&B)
Sent: Wednesday, January 27, 2021 8:35 AM
To: Jann Farris <jfarris@morgan-county.net>
Cc: rmccconnell@morgan-county.net; 'Stacy Clark' <sclark@morgan-county.net>
Subject: RE: WPR Local District Resolutions

Thank you Jann. Do you know who would need to consent for provision of EMS/Fire by this District (since potential overlap)? Could the council take that action or a separate body approval needed? Please let me know if you have any comments to the resolutions.

Thanks,
Aaron

Aaron Wade | Attorney | Gilmore & Bell, P.C.
15 West South Temple | Suite 1450 | Salt Lake City, UT 84101
Phone: (801) 258-2730 | Fax: (801) 364-5032
awade@gilmorebell.com

From: Jann Farris <jfarris@morgan-county.net>
Sent: Wednesday, January 27, 2021 8:19 AM
To: Wade, Aaron (G&B) <awade@gilmorebell.com>
Cc: rmccconnell@morgan-county.net; 'Stacy Clark' <sclark@morgan-county.net>
Subject: RE: WPR Local District Resolutions

Thanks Wade, we have Lance back in town and will be ready to go at the Commission Meeting on February 18th.

addressees. If you are not an addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please notify us immediately via return e-mail to the sender and then delete the message or you may call the sender at telephone number 1-(800) 844-3232. Unless otherwise specifically stated herein, any U.S. federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Morgan, Utah

February 18, 2021

The County Commission (the "Commission") of the Morgan County, Utah (the "County"), met in regular session (including by electronic means) on February 18, 2021, at its regular meeting place in Morgan, Utah at 5:30 p.m., with the following members of the Commission being present:

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

Also present:

Stacy Clark	County Clerk
Jann Farris	County Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Commission Secretary presented to the Commission a Certificate of Compliance with Open Meeting Law with respect to this February 18, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Commission Member _____ and seconded by Commission Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Chair and recorded by the Commission Secretary in the official records of the County. The resolution is as follows:

RESOLUTION _____

A RESOLUTION OF THE COUNTY COMMISSION (THE "COMMISSION") OF THE COUNTY OF MORGAN, UTAH (THE "COUNTY"), PROVIDING FOR THE CREATION OF WPR ROAD & FIRE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT LOCAL DISTRICT; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the County requesting adoption by resolution the approval of the creation of two separate local districts pursuant to the Limited Purpose Local Government Entities - Local Districts, Title 17B (the "Act") within the boundaries of the County for the purpose of providing certain services within the boundaries of the District, as further described herein; and

WHEREAS, pursuant to the terms of the Act, the County may create a local district by adoption of a resolution of the Commission; and

WHEREAS, the District may be created without the requirement of an election so long as the petition requesting the District contained signatures of the owners of private real property that covers at least 67% of the total private land area within the District and is equal in value to at least 50% of the value of all private real property within the District; and

WHEREAS, the Petition contained the signatures of at least 67% of the total private land area and 50% of the value of all private real property within the District; and

WHEREAS, there are currently no registered voters within the boundaries of the District; and

WHEREAS, the Petition has been certified by the Recorder of the County pursuant to the Act and it is in the best interests of the owners of property within the District that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, there are currently no permanent residences within the boundaries of the District and it is anticipated that the vast majority of residences within the District will be Seasonally Occupied Homes (as defined in the Act) and the proposed members of the Board are owners of land or agents or officers of owners of land that will receive service from the District and is located within the District; and

WHEREAS, the County previously held a public hearing on October 20, 2020 to receive input from the public regarding the creation of the District and the 60 day protest period has passed pursuant to Section 17B-1-213 of the Act and adequate protests were not filed with the County Clerk; and

WHEREAS, the Commission may now adopt this Resolution authorizing the creation of the District;

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit B (the "Boundary Notice") and a Final Entity Plat attached thereto as Boundary Notice Appendix B (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Commission and by officers of the Commission directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The WPR Road and Fire District is hereby created as a local district in accordance with the Act and with all of the powers and authority granted to a local district therein. The boundaries of the District shall be as set forth in the Plat and as more fully described in Exhibit C.

3. The District is authorized and the County consents to the provision by the District of the following services:

- (a) Fire protection;
- (b) Garbage collection and disposal;
- (c) The construction and maintenance of a right-of-way; and
- (d) Control or abatement of earth movement or a landslide.

4. It is hereby found and determined by the Commission that the creation of the District is appropriate to the general welfare, order and security of the County, and the organization of the District pursuant to the Act is hereby approved.

5. The initial District Board are hereby appointed as follows:

- (a) Chair – Ed Schultz for an initial term of 4 years.
- (b) Vice-Chair and Treasurer – Robert Wheaton for an initial term of 2 years.
- (c) Secretary – Vance Bostock for an initial term of 4 years.

6. The Commission does hereby authorize the Chair or a Commission Member to execute the Boundary Notice in substantially the form attached as Exhibit B and such

other documents as shall be required to finalize the actions contemplated herein on behalf of the Commission for submission to the Office of the Lieutenant Governor of the State of Utah.

7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

8. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

9. This resolution shall take effect immediately.

PASSED AND ADOPTED by the County Commission of the County of Morgan,
Utah, this February 18, 2021.

COUNTY OF MORGAN, UTAH

By: _____
Chair

ATTEST:

By: _____
Commission Secretary

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Board of the County adjourned.

By: _____
Chair

ATTEST:

By: _____
Commission Secretary

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

I, Stacy Clark, the undersigned duly qualified and acting Commission Secretary of the County of Morgan, Utah (“the County”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the County Commission (the “the Commission”), had and taken at a lawful meeting of the Commission on February 18, 2021, commencing at the hour of [5:30] p.m., as recorded in the regular official book of the proceedings of the Commission kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Commission were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this February 18, 2021.

By: _____
Commission Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the County of Morgan, Utah (the “the County”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Commission (the “Commission”) on February 18, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the County’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Board of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Commission of the County to be held during the year, by causing said Notice to be (i) posted on _____, at the principal office of the County, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the County on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 18, 2021.

By: _____
Commission Secretary

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the County Commission of the County of Morgan, Utah (the “Commission”), acting in its capacity as the creating entity for the WPR Road and Fire District (the “District”), at a regular meeting of the Commission, duly convened pursuant to notice, on February 18, 2021 adopted a *Resolution Providing for the Creation of a Local District*, a true and correct copy of which is attached as APPENDIX “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Morgan County, Utah, is attached as APPENDIX “B” hereto and incorporated by this reference. The Commission hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not currently anticipated to result in the employment of personnel.

WHEREFORE, the Commission hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this ____ day of _____, 2021.

**COUNTY COMMISSION, THE COUNTY OF MORGAN,
UTAH,
acting in its capacity as the creating authority for the
WPR Road and Fire District,**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Morgan)

SUBSCRIBED AND SWORN to before me this ____ day of
_____, 2021.

NOTARY PUBLIC

APPENDIX "A"

Copy of the Creation Resolution

APPENDIX “B”

Final Local Entity Plat

EXHIBIT C

DISTRICT LEGAL DESCRIPTION
AND MAP

MORGAN COUNTY PROPERTIES:

TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 6: Tax Parcel No. 00-0000-3408
ALL OF SECTION 2

PARCEL 7: Tax Parcel No. 00-0000-3432
ALL OF SECTION 3

PARCEL 8: Tax Parcel No. 00-0000-3465
ALL OF SECTION 11

TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 9: Tax Parcel No. 00-0001-1526
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

PARCEL 10: Tax Parcel No. 00-0001-1559
ALL OF SECTION 2.

PARCEL 11: Tax Parcel No. 00-0001-1583
ALL OF SECTION 3

PARCEL 12: Tax Parcel No. 00-0001-1617
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4

PARCEL 13: Tax Parcel No. 00-0001-1666
ALL OF SECTION 9.

LESS THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

PARCEL 14: Tax Parcel No. 00-0001-1690
ALL OF SECTION 10

PARCEL 15: Tax Parcel No. 00-0001-1724

ALL OF SECTION 11

PARCEL 16: Tax Parcel No. 00-0001-1773
THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12

PARCEL 17: Tax Parcel No. 00-0001-1849
ALL OF SECTION 13

PARCEL 18: Tax Parcel No. 00-0001-1872
THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14

PARCEL 19: Tax Parcel No. 00-0001-1922
ALL OF SECTION 15

PARCEL 20: Tax Parcel No. 00-0001-1963
THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22

PARCEL 21: Tax Parcel No. 00-0001-2003
ALL OF SECTION 23

PARCEL 21A: Tax Parcel No. 00-0001-2045
THE NORTH HALF OF THE NORTH HALF OF SECTION 24

PARCEL 22: Tax Parcel No. 00-0001-2276
THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26

PARCEL 23: Tax Parcel No. 00-0001-2292
ALL OF SECTION 27

PARCEL 24: Tax Parcel No. 00-0001-2409
THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35

PARCEL 25: Tax Parcel No. 00-0001-2466
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 26: Tax Parcel No. 00-0001-6517
THE NORTHWEST QUARTER OF SECTION 19

EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO. 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT

PARCEL 26A: Tax Parcel No. 00-0001-6517
THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19

TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 27: Tax Parcel No. 00-0002-6185

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00 EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 4 OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 28: Tax Parcel No. 00-0002-6177

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5°30' WEST 7.39 CHAINS, MORE OR LESS, TO THE UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83°30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING

PARCEL 29: Tax Parcel No. 00-0002-6227

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NO'S 31973 AND 31974

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794

PARCEL 30: Tax Parcel No. 00-0002-6292

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST, ALONG SAID RIGHT OF WAY, 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH, ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID

RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 31: Tax Parcel No. 00-0002-6334

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 32: Tax Parcel No. 00-0002-6359

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST, ALONG SAID RIGHT OF WAY, 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST, ALONG LINE, 10 CHAINS TO THE POINT OF BEGINNING

RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED

PARCEL 33: Tax Parcel No. 00-0002-6375

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING, ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING

PARCEL 34: Tax Parcel No. 00-0002-6391

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 35: Tax Parcel No. 00-0002-6623

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28

PARCEL 36: Tax Parcel No. 00-0002-6680

ALL OF SECTION 33

PARCEL 37: Tax Parcel No. 00-0002-6722

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34

EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS

RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOURTH-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING

PARCEL 38: Tax Parcel No. 00-0002-6805
ALL OF SECTION 35

EXCEPTION THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122.

ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297 AT PAGE 794

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

"SWAN PARCEL 1": Tax Parcel No. 00-0002-6490

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19' MINUTES EAST 40.0 FEET; THENCE SOUTH 73° 41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73° 41' EAST 60.0 FEET TO THE POINT OF BEGINNING

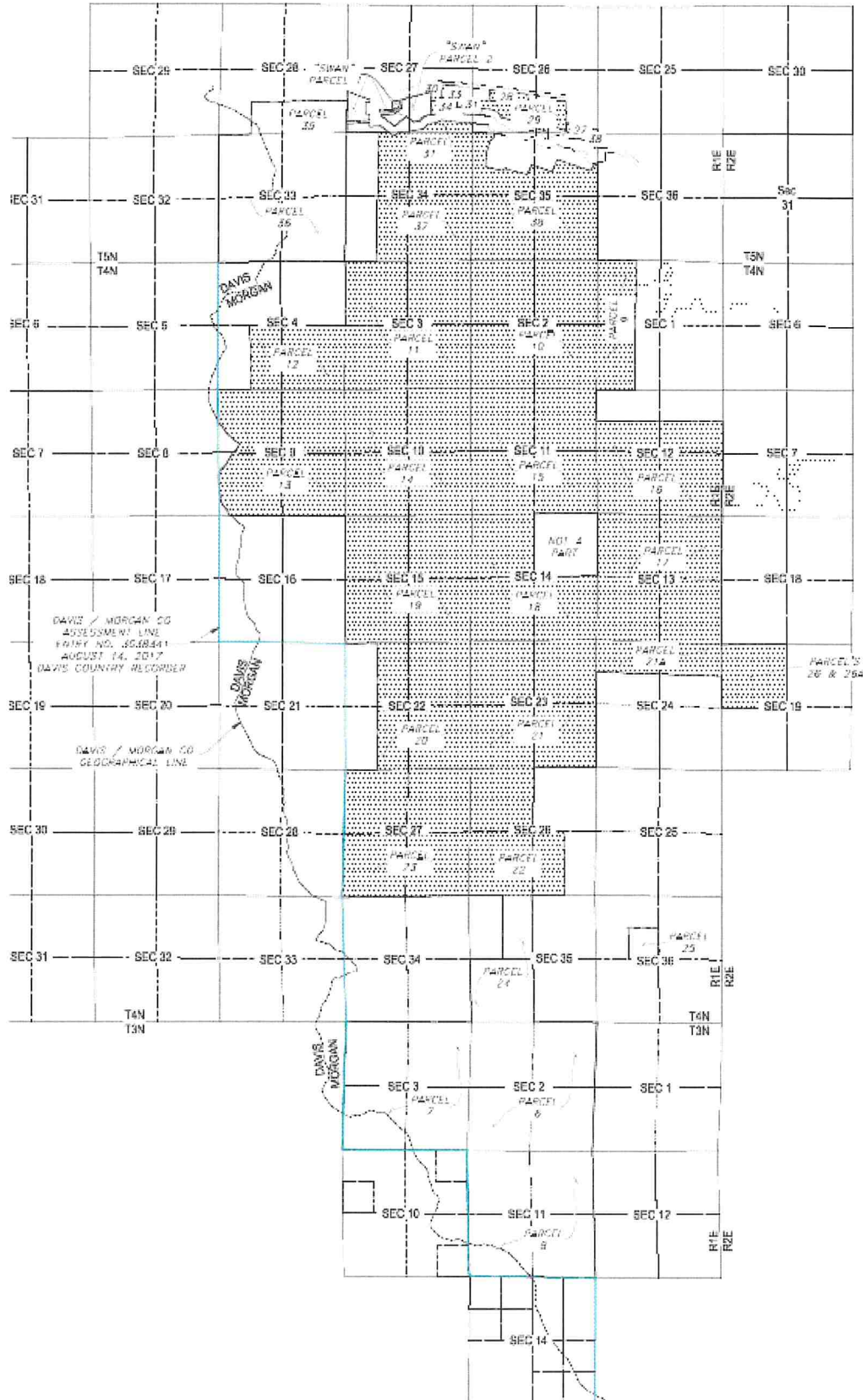
ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT OF WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: 01-005-065-NA BOOK M4, PAGE 401, A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54° 12' EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

"SWAN PARCEL 2": Tax Parcel No. 00-0002-6417

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

Map



Morgan, Utah

February 18, 2021

The County Commission (the “Commission”) of the Morgan County, Utah (the “County”), met in regular session (including by electronic means) on February 18, 2021, at its regular meeting place in Morgan, Utah at 5:30 p.m., with the following members of the Commission being present:

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

Also present:

Stacy Clark	County Clerk
Jann Farris	County Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Commission Secretary presented to the Commission a Certificate of Compliance with Open Meeting Law with respect to this February 18, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Commission Member _____ and seconded by Commission Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Chair and recorded by the Commission Secretary in the official records of the County. The resolution is as follows:



County Council Agenda Request Form

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

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

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

Time Requested: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Wasatch Peaks Resort – A Resolution of the County Commission of the County of Morgan, Utah providing for the creation of the WPR utility district as an independent local district; appointing a board of trustees; authorizing other documents in connection therewith; and related matters

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

From: Wade, Aaron (G&B) <awade@gilmorebell.com>
Sent: Thursday, January 21, 2021 11:08 AM
To: Jann Farris <jfarris@morgan-county.net>
Subject: WPR Local District Resolutions

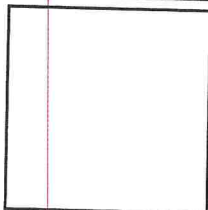
Hi Jann,

I've attached drafts of the resolutions to create the two local districts for the WPR Development. I've tentatively plugged in the first February meeting, but let me know if we need to shift the date. Let me know if you'd like to see any changes in these. The one question I do have is with regard to provision of fire and ems, they are within the boundaries of the County EMS and as such would need written consent to the overlap, would the commission be able to approve that as part of this resolution, or is there different governing body for the ems we'd need to work with?

Thank you,
Aaron

Aaron Wade | Attorney | Gilmore & Bell, P.C.
15 West South Temple | Suite 1450 | Salt Lake City, UT 84101
Phone: (801) 258-2730 | Fax: (801) 364-5032
awade@gilmorebell.com

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Stacy Clark

From: Wade, Aaron (G&B) <awade@gilmorebell.com>
Sent: Tuesday, February 2, 2021 2:04 PM
To: Jann Farris
Cc: rmconnell@morgan-county.net; 'Stacy Clark'
Subject: RE: WPR Local District Resolutions
Attachments: Morgan County Local District Creation Resolution #1 - WPR.docx; Morgan County Local District Creation Resolution #2 - WPR.docx

Jann,

Just received word that WPR would like to slightly tweak the names of the Districts. I've updated the names and resolution date to 2/18 in the attached resolutions.

Thanks,
Aaron

Aaron Wade | Attorney | Gilmore & Bell, P.C.
15 West South Temple | Suite 1450 | Salt Lake City, UT 84101
Phone: (801) 258-2730 | Fax: (801) 364-5032
awade@gilmorebell.com

From: Wade, Aaron (G&B)
Sent: Wednesday, January 27, 2021 8:35 AM
To: Jann Farris <jfarris@morgan-county.net>
Cc: rmconnell@morgan-county.net; 'Stacy Clark' <sclark@morgan-county.net>
Subject: RE: WPR Local District Resolutions

Thank you Jann. Do you know who would need to consent for provision of EMS/Fire by this District (since potential overlap)? Could the council take that action or a separate body approval needed? Please let me know if you have any comments to the resolutions.

Thanks,
Aaron

Aaron Wade | Attorney | Gilmore & Bell, P.C.
15 West South Temple | Suite 1450 | Salt Lake City, UT 84101
Phone: (801) 258-2730 | Fax: (801) 364-5032
awade@gilmorebell.com

From: Jann Farris <jfarris@morgan-county.net>
Sent: Wednesday, January 27, 2021 8:19 AM
To: Wade, Aaron (G&B) <awade@gilmorebell.com>
Cc: rmconnell@morgan-county.net; 'Stacy Clark' <sclark@morgan-county.net>
Subject: RE: WPR Local District Resolutions

Thanks Wade, we have Lance back in town and will be ready to go at the Commission Meeting on February 18th.

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Morgan, Utah

February 18, 2021

The County Commission (the "Commission") of the Morgan County, Utah (the "County"), met in regular session (including by electronic means) on February 18, 2021, at its regular meeting place in Morgan, Utah at 5:30 p.m., with the following members of the Commission being present:

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

Also present:

Stacy Clark	County Clerk
Jann Farris	County Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Commission Secretary presented to the Commission a Certificate of Compliance with Open Meeting Law with respect to this February 18, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Commission Member _____ and seconded by Commission Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Chair and recorded by the Commission Secretary in the official records of the County. The resolution is as follows:

RESOLUTION _____

A RESOLUTION OF THE COUNTY COMMISSION (THE “COMMISSION”) OF THE COUNTY OF MORGAN, UTAH (THE “COUNTY”), PROVIDING FOR THE CREATION OF THE WPR UTILITY DISTRICT (THE “DISTRICT”) AS AN INDEPENDENT LOCAL DISTRICT; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the County requesting adoption by resolution the approval of the creation of two separate local districts pursuant to the Limited Purpose Local Government Entities - Local Districts, Title 17B (the “Act”) within the boundaries of the County for the purpose of providing certain services within the boundaries of the District, as further described herein; and

WHEREAS, pursuant to the terms of the Act, the County may create a local district by adoption of a resolution of the Commission; and

WHEREAS, the District may be created without the requirement of an election so long as the petition requesting the District contained signatures of the owners of private real property that covers at least 67% of the total private land area within the District and is equal in value to at least 50% of the value of all private real property within the District and (with respect to water rights) the signatures of ground water rights diverted within the District covering at least 67% of the total amount of groundwater diverted in the District; and

WHEREAS, the Petition contained the signatures of at least 67% of the total private land area and 50% of the value of all private real property within the District and at least 67% of the total amount of groundwater diverted in the District; and

WHEREAS, there are currently no registered voters within the boundaries of the District; and

WHEREAS, the Petition has been certified by the Recorder of the County pursuant to the Act and it is in the best interests of the owners of property within the District that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, there are currently no permanent residences within the boundaries of the District and it is anticipated that the vast majority of residences within the District will be Seasonally Occupied Homes (as defined in the Act) and the proposed members of the Board are owners of land or agents or officers of owners of land that will receive service from the District and is located within the District; and

WHEREAS, the County previously held a public hearing on October 20, 2020 to receive input from the public regarding the creation of the District and the 60 day protest

period has passed pursuant to Section 17B-1-213 of the Act and adequate protests were not filed with the County Clerk; and

WHEREAS, the Commission may now adopt this Resolution authorizing the creation of the District;

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit B (the "Boundary Notice") and a Final Entry Plat attached thereto as Boundary Notice Appendix B (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Commission and by officers of the Commission directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The WPR Utility District is hereby created as a local district in accordance with the Act and with all of the powers and authority granted to a local district therein. The boundaries of the District shall be as set forth in the Plat and as more fully described in Exhibit C.

3. The District is authorized and the County consents to the provision by the District of the following services:

- (a) The operation of a sewage system;
- (b) the operation of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of storm and flood water; and
- (c) the acquisition or assessment of a groundwater right for the development and execution of a groundwater management plan in cooperation with and approved by the state engineer, including treatment and distribution.

4. It is hereby found and determined by the Commission that the creation of the District is appropriate to the general welfare, order and security of the County, and the organization of the District pursuant to the Act is hereby approved.

5. The initial District Board are hereby appointed as follows:

- (a) Chair – Ed Schultz for an initial term of 4 years.

- (b) Vice-Chair and Treasurer – Robert Wheaton for an initial term of 2 years.
- (c) Secretary – Vance Bostock for an initial term of 4 years.

6. The Commission does hereby authorize the Chair or a Commission Member to execute the Boundary Notice in substantially the form attached as Exhibit B and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Commission for submission to the Office of the Lieutenant Governor of the State of Utah.

7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

8. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

9. This resolution shall take effect immediately.

PASSED AND ADOPTED by the County Commission of the County of Morgan,
Utah, this February 18, 2021.

COUNTY OF MORGAN, UTAH

By: _____
Chair

ATTEST:

By: _____
Commission Secretary

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Board of the County adjourned.

By: _____
Chair

ATTEST:

By: _____
Commission Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the County of Morgan, Utah (the “the County”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Commission (the “Commission”) on February 18, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the County’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Board of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Commission of the County to be held during the year, by causing said Notice to be (i) posted on _____, at the principal office of the County, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the County on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 18, 2021.

By: _____
Commission Secretary

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the County Commission of the County of Morgan, Utah (the “Commission”), acting in its capacity as the creating entity for the WPR Utility District (the “District”), at a regular meeting of the Commission, duly convened pursuant to notice, on February 18, 2021 adopted a *Resolution Providing for the Creation of a Local District*, a true and correct copy of which is attached as APPENDIX “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Morgan County, Utah, is attached as APPENDIX “B” hereto and incorporated by this reference. The Commission hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not currently anticipated to result in the employment of personnel.

WHEREFORE, the Commission hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this ____ day of _____, 2021.

**COUNTY COMMISSION, THE COUNTY OF MORGAN,
UTAH,
acting in its capacity as the creating authority for the
WPR Utility District,**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Morgan)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2021.

NOTARY PUBLIC

APPENDIX "A"

Copy of the Creation Resolution

APPENDIX "B"

Final Local Entity Plat

EXHIBIT C

DISTRICT LEGAL DESCRIPTION
AND MAP

MORGAN COUNTY PROPERTIES:

TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 6: Tax Parcel No. 00-0000-3408
ALL OF SECTION 2

PARCEL 7: Tax Parcel No. 00-0000-3432
ALL OF SECTION 3

PARCEL 8: Tax Parcel No. 00-0000-3465
ALL OF SECTION 11

TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 9: Tax Parcel No. 00-0001-1526
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

PARCEL 10: Tax Parcel No. 00-0001-1559
ALL OF SECTION 2.

PARCEL 11: Tax Parcel No. 00-0001-1583
ALL OF SECTION 3

PARCEL 12: Tax Parcel No. 00-0001-1617
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4

PARCEL 13: Tax Parcel No. 00-0001-1666
ALL OF SECTION 9.

LESS THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

PARCEL 14: Tax Parcel No. 00-0001-1690
ALL OF SECTION 10

PARCEL 15: Tax Parcel No. 00-0001-1724

ALL OF SECTION 11

PARCEL 16: Tax Parcel No. 00-0001-1773

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12

PARCEL 17: Tax Parcel No. 00-0001-1849

ALL OF SECTION 13

PARCEL 18: Tax Parcel No. 00-0001-1872

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14

PARCEL 19: Tax Parcel No. 00-0001-1922

ALL OF SECTION 15

PARCEL 20: Tax Parcel No. 00-0001-1963

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22

PARCEL 21: Tax Parcel No. 00-0001-2003

ALL OF SECTION 23

PARCEL 21A: Tax Parcel No. 00-0001-2045

THE NORTH HALF OF THE NORTH HALF OF SECTION 24

PARCEL 22: Tax Parcel No. 00-0001-2276

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26

PARCEL 23: Tax Parcel No. 00-0001-2292

ALL OF SECTION 27

PARCEL 24: Tax Parcel No. 00-0001-2409

THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35

PARCEL 25: Tax Parcel No. 00-0001-2466

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 26: Tax Parcel No. 00-0001-6517

THE NORTHWEST QUARTER OF SECTION 19

EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO. 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT

PARCEL 26A: Tax Parcel No. 00-0001-6517

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19

TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 27: Tax Parcel No. 00-0002-6185

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00 EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 4 OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 28: Tax Parcel No. 00-0002-6177

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5°30' WEST 7.39 CHAINS, MORE OR LESS, TO THE UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83°30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING

PARCEL 29: Tax Parcel No. 00-0002-6227

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NO'S 31973 AND 31974

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794

PARCEL 30: Tax Parcel No. 00-0002-6292

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAIL ROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST, ALONG SAID RIGHT OF WAY, 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH, ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID

RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 31: Tax Parcel No. 00-0002-6334

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 32: Tax Parcel No. 00-0002-6359

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST, ALONG SAID RIGHT OF WAY, 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST, ALONG LINE, 10 CHAINS TO THE POINT OF BEGINNING

RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED

PARCEL 33: Tax Parcel No. 00-0002-6375

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING, ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING

PARCEL 34: Tax Parcel No. 00-0002-6391

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 35: Tax Parcel No. 00-0002-6623

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28

PARCEL 36: Tax Parcel No. 00-0002-6680

ALL OF SECTION 33

PARCEL 37: Tax Parcel No. 00-0002-6722

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34

EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS

RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOURTH-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING

PARCEL 38: Tax Parcel No. 00-0002-6805
ALL OF SECTION 35

EXCEPTION THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122.

ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297 AT PAGE 794

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

"SWAN PARCEL 1": Tax Parcel No. 00-0002-6490

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19' MINUTES EAST 40.0 FEET; THENCE SOUTH 73° 41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73° 41' EAST 60.0 FEET TO THE POINT OF BEGINNING

ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT OF WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: 01-005-065-NA BOOK M4, PAGE 401, A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54° 12' EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

"SWAN PARCEL 2": Tax Parcel No. 00-0002-6417

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

Map

