



## MORGAN COUNTY COMMISSION MEETING AGENDA

**April 7th, 2026**

**5:00 REGULAR MEETING**

*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.*

### **5:00 COMMENCEMENT OF MEETING**

#### **(A) Opening Ceremonies**

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Blocker**
3. Pledge of Allegiance

#### **(B) Consent Agenda Items**

1. Approval of the Morgan County Commission Minutes from March 18th, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Approval of a Letter of Support for Mountain Green Sewer Improvement District for a grant.
4. Approval of the Amendment to Gateway Services Master Agreement moving to revenue neutral card service fees.

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

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

#### **(E) Action Items**

1. **Donation Request** – Discussion/Decision – MHS Graduating Class of 2026  
Discussion and decision on a request for monetary donation for the 2026 Project Graduation at Morgan High School.
2. **Erin Bott** – Discussion/Decision – Morgan County Library Director  
Discussion and decision on moving a part-time Assistant Librarian be promoted to Youth Services Librarian and granted full-time, benefited status. No additional General Fund monies needed.
3. **Casey Basaker** – Discussion/Decision – Morgan County Human Resources Manager  
Discussion and decision on switching payroll provider to Dominion payroll. This will save the County \$15,456 per year.
4. **Haley Johnson** – Discussion/Decision – Morgan County Fair Manager  
Discussion and decision on entering into an agreement for a ticket platform for the Morgan County Fair and Rodeo.
5. **Jon Cannon for Nine Line** – Discussion/Decision – Airport Discussion  
Discussion and decision to resolve concerns regarding County code and current Morgan County Airport Hangar leases.
6. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Discussion and decision on affirming the following unsigned hangar leases.
  - a. Hangar A-2 dated January 13<sup>th</sup>, 2021
  - b. Hangar D-1 dated January 15<sup>th</sup>, 2013
  - c. Hangar CC-2&3 dated October 5<sup>th</sup>, 2021
  - d. Hangar DD-3 approved

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7. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Discussion and decision on lease rate assumptions verses new assumptions requiring rates to match the current lease rate.
8. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Discussion and decision on assignment and assumptions of hangar leases.
  - a. Hangar CC-4 Steven D Hooper to William S Dunn.
  - b. Hangar DD-3 Flight Mode Aviation, LLC to Flight Mode, LLC
9. **Josh Cook** – Discussion/Decision – County Planning & Zoning  
WPR Phase 4A.1 Upper Townhomes Site Plan and Small Subdivision Preliminary/Final Plat Applications: A request for site plan and preliminary/final plat approval of six (6) townhome units, within three (3) separate buildings, identified by parcel number 00-0093-1362 and serial number 12-004-014-01-1-3, and is located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County.
10. **Josh Cook** – Discussion/Decision – County Planning & Zoning  
WPR Phase 6C & 6D Preliminary Plat Modification: A request for preliminary plat approval a subdivision of 18 lots, identified by parcel number 00-0093-1362 and serial number 12-004-014-01-1-1-3, and is located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County.
11. **Josh Cook** – Discussion/Decision – County Planning & Zoning  
Shadow Creek Development Final Plat: A request for final plat approval a subdivision of 14 lots, identified by parcel numbers 00-0093-4182 & 00-0090-2565 and serial number 01-004-529-01-2-2-4, 01-004-523-06, and is located at approximately 145 S. Morgan Valley Drive in unincorporated Morgan County.
12. **Josh Cook** – Discussion/**Public Hearing**/Decision – County Planning & Zoning  
Howard & Kelly Rezone: Request to rezone property from A-20 (Agriculture) to RR-5 (Rural Residential five acre minimum) and reflect that change on the Future Land Use Map from Agriculture to Ranch Residential 5 completely. The property is identified by parcel number 00-0085-3971 and serial number 01-004-414-01 and is approximately located at 1300 W Island Road in unincorporated Morgan County.
13. **Josh Cook** – Discussion/ Decision – County Planning & Zoning  
Request to terminate the County’s service agreement with Shums Coda and seek another firm.
14. **Hon. Blaine Fackrell** – Discussion/Decision – Morgan County Commission  
Request to attend the [2026 Tourism Business Development Workshop](#) April 22-23 in Kanab UT hosted by the Utah office of Tourism focusing on agritourism, astrotourism, and the creative economy (film & cultural tourism) was approved on 3/18/2026; **Now requesting hotel accommodations.**
15. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Discussion and decision on a change order to the election security bid, moving all the condenser units to the roof and possibly replacing two.
16. **Kate Becker** – Discussion/Decision – Morgan County Administrative Manager  
Discussion and decision on awarding the RFP for Transportation Master Plan. This was at the suggestion of LRB who is doing the County’s impact fee Plan and Fee Analysis to get a company that specializes in Transportation infrastructure to do the Transportation plan. LRB, in turn, will not charge us that portion of their bid.

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**(F) Commissioner Comments**

- Commissioner Blocker
- Commissioner Newton
- Commissioner Fackrell
- Commission Vice-Chair Nickerson
- Commission Chair Wilson

The undersigned does hereby certify that the above notice and agenda were posted as required by law this the 3rd day of April 2026.



\_\_\_\_\_  
Kate Becker – Morgan County Administrative Manager

**\*Action Item(s) that includes Public Hearing(s) will be held at or after 6:00 PM**

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

**If you want to participate virtually in any public comment listed on this agenda, you need to contact [Jeremy@morgancountyutah.gov](mailto:Jeremy@morgancountyutah.gov) at least 24 hours before the scheduled meeting.**

MORGAN COUNTY COMMISSION MEETING AGENDA



**March 18th, 2026 (Wednesday)**

**4:00 WORK SESSION 5:00 REGULAR MEETING**

*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.*

**COUNTY COMMISSION**

Commission Chair Matt Wilson  
Commissioner Mike Newton  
Commissioner Raelene Blocker  
Commissioner Blaine Fackrell  
Commission Vice Chair Vaughn Nickerson

**OTHERS IN ATTENDANCE**

Debbie Sessions  
Brian Cowan  
Ed Schultz  
Brad Bohman  
Brent Bohman

**OTHER EMPLOYEES**

Kate Becker: (CAM) Administrative Manager  
Cindee Mikesell: Deputy Clerk/Auditor  
Chloe Adams: Deputy Clerk/ Auditor  
Garrett Smith: County Attorney (CA)  
Josh Cook: Planning Director  
Jeremy Lance: Planner 1  
Leslie Hyde: Morgan County Clerk/Auditor  
Shaun Rose: Morgan County Recorder  
Janelle Walker: Morgan County Assessor  
Jeremy Archibald: IT Director  
Michelle Cummins: Animal Control

**5:00 COMMENCEMENT OF MEETING**

**(A) Opening Ceremonies**

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Fackrell**
3. Pledge of Allegiance

**(B) Consent Agenda Items**

1. Approval of the Morgan County Commission Minutes from March 3rd, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Notice of out of State Travel: Erin Bott, April 14-16 Phoenix AZ, Institute of Museum and Library Services
4. Approval of the Health Officer Employment Agreement between the Weber-Morgan Board of Health and Brian Cowan.
5. Notice of intent to amend the impact fee facilities plan (IFFP) and impact fee analysis (IFA) related to (1) parks, recreation facilities, open space, and trails; (2) roadway facilities; and (3) public safety (fire and emergency medical service) facilities. The service area of this analysis includes all unincorporated Morgan County.

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**Commissioner Newton motioned to approve Consent Agenda Items 1-5 and move 6-9 to Action Items  
-Commissioner Blocker Second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**6. Approval of Grazing Lease Agreement:** Commissioner Fackrell raised concerns about the lease's current May 1 start date, suggesting an earlier date (March 20) to allow flexible pasture management and improved weed control. The commission discussed wildlife considerations, coordination for the annual cardboard regatta, and ensuring the contract allows the Public Works Director to manage temporary livestock relocation. The attorney confirmed the lease could be revised, recommending payment be due before first use. A motion was approved to amend the lease to allow use beginning March 20, retain the November 30 end date, and adjust the payment terms accordingly.

**Commissioner Fackrell motioned to approve to change terminology from county attorney to allow for earlier access**

**-Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**7. Approval of the County Fleet Use Policy CR-26-18:** Kate Becker (CAM) presented the fleet use policy, noting it now requires approval by resolution (CR 2618). Commissioner Fackrell raised concerns about restrictions on transporting non-county passengers in fleet vehicles during conferences. Commissioners and staff discussed liability considerations, prior authorization, and alternatives such as using personal vehicles. The commission generally supported keeping the current language for liability reasons, with suggestions to request advance approval when possible. With no further changes requested, the policy was moved forward for adoption under Resolution 2618.

**Commissioner Nickerson motioned to approve County Fleet Use Policy CR-26-18**

**-Commissioner Blocker second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

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The vote was unanimous. The motion passed

- 8. Approval of the Animal Impound and Care agreement with Mountain Green Animal Hospital:** Kate Becker presented an amendment to the Mountain Green animal impound policy, clarifying that the required discount for out-of-scope services does not apply to specialist services, as the provider must pay specialists in full. All other terms of the agreement remain unchanged.

**Commissioner Newton motioned to approve the animal impounding and care agreement as currently written –Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 9. Approval of the Morgan County Employee Uniform Policy:** Kate Becker (CAM) presented an item requiring adoption by resolution (CR 2619), noting no changes to the policy language. Commissioner Willson asked about annual clothing allowances; Kate Becker (CAM) explained that dollar amounts were intentionally removed to avoid setting expectations, with only the public safety footwear reimbursement cap remaining. Commissioner Nickerson reported plans to work with Public Works to determine appropriate reimbursements for uniforms and gear and return with recommendations.

**Commissioner Blocker motioned to approve the Morgan County Employee Uniform Policy CR-26-19 –Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Commissioner Declarations of Conflict of Interest: Commissioner Wilson ACS Construction**  
**Public Comments** (please limit comments to 3 minutes)

**None**

- 10. Presentations:** Morgan County Recreation Coach ‘**Debra Crowther**’ to be recognized for ‘Time Coach of the Year’ which blessed Morgan County Recreation with a \$5000 contribution. Lydia Hebdon recognized longtime coach Deborah Crowther, recently named the Utah Junior NBA Coach of the Year for her leadership and dedication to girls’ basketball. Crowther has created opportunities for girls of all ages to play, including forming new leagues when needed. She was honored at a Utah Jazz game and donated the accompanying \$5,000 equipment grant to the

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Morgan Recreation Department. Commissioners expressed appreciation for her service and impact on the community.

### 11. Action Items

- a. Donation Request** – Discussion/Decision – Lion’s Club Youth Easter Egg Hunt Discussion and decision on a request for a \$500 donation towards the Lion’s Club Youth Easter Egg Hunt baskets. [Budgeted: 10-4150-610-000]

**Commissioner Newton motioned to donate \$500 to lions club**

**-Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- b. Hon. Morgan County Commission – Discussion/Decision – Noxious Weed Board Discussion and decision on Resolution CR-26-15 nominating and appointing Adam Toone to the Morgan County Noxious Weed Board** filling the vacated seat of Lewis Dillree. The commission reviewed the open position on the Morgan County Weed Control Board. Kate Becker (CAM) noted the posting has been open since mid-December and only one qualified applicant, Adam Tune, applied. Commissioners discussed his background, expressing support and confidence in his agricultural experience. The item was left to the commission for appointment consideration.

**Commissioner Newton motioned to approve CR-26-15 nominating and appointing Adam Toone to the Morgan County Noxious Weed Board-**

**Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- c. Hon. Morgan County Commission –Discussion/Decision –WPR Road & Fire District Board Discussion and decision on Resolution CR-26-16 reappointing Ed Schultz and Jenny Robinson to the Wasatch Peaks Ranch Road & Fire District Board of Trustees.** Kate Becker (CAM) reported that two expired terms on the WPR Road & Fire District Board and the WPR Utilities Board were properly posted, resulting in two applications from current members seeking reappointment. Letters of support from the boards were included. Commissioners discussed whether these boards will always be appointed rather than elected; staff clarified that, as special service district boards, appointments remain with the commission.

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**Commissioner Newton motioned to approve CR-26-16 reappointing Ed Schultz and Jenny Robinson to the Wasatch Peaks Ranch Road & Fire District Board of Trustees.**

**-Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**d. Hon. Morgan County Commission – Discussion/Decision – WPR Utilities Board Discussion and decision on Resolution CR 26-17 reappointing Ed Schultz and Jenny Robinson to the Wasatch Peaks Ranch Utilities Board of Trustees.**

**Commissioner Newton motions to approve the WPR Utilities Board Discussion and decision on Resolution CR 26-17 reappointing Ed Schultz and Jenny Robinson to the Wasatch Peaks Ranch Utilities Board of Trustees - Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**e. Budget Adjustment Requests – Discussion/Decision – FY 2026 Budget discussion and decision on adjustment requests to the Morgan County 2026 Budget:**

**a. Hon. Shaun Rose, Morgan County Recorder**

- 1. \$2,577.42 from 10-2951-000-000 [General Fund Balance] to 10-4190-250-000 [GIS: Equipment Supplies & Maintenance] Shaun Rose (Morgan County Recorder) reported an unexpected one-time cost for the GIS enterprise installation due to the county's SQL Server being outdated for Esri's requirements. Jeremy Archibald, Director of IT, confirmed the upgrade is necessary and will benefit multiple systems. Commissioners noted the lack of prior notice but acknowledged the need to proceed.**

**Commissioner Newton Moved to approve budget adjustment**

**-Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

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2. \$6,000 from 10-4150-520-000 [Non Dept: Wage Adjustment] to 10-1411-120-000 [Recorder: Temp Employees] for temp staff to scan documents: Kate Becker (CAM) explained a budget oversight related to document-scanning work. Although the commission previously approved rolling the software funding from FY25 to FY26, the temporary staffing needed to complete the scanning was mistakenly not rolled forward. She requested correction so the project can continue as planned.

**Commissioner Nickerson moves to approve budget adjustment**

**-Commissioner Newton second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**b. Hon. Garrett Smith, Morgan County Attorney**

1. \$2,448.52 from 10-2951-000-000 [General Fund Balance] to 10-4145-240-000 [Attorney: Office Supplies] Laptop & Equipment for New Attorney County Attorney Garret Smith reported that funding for office equipment and software for the newly approved full-time attorney was overlooked last year and requested the needed items be funded from the general fund. Commissioners acknowledged related software needs will be addressed in a later adjustment.

**Commissioner Blocker Moves to move \$2,448.52 from the general fund balance to the attorney office supplies.**

**Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**c. Kate Becker, Morgan County Administrative Manager**

1. **\$45,000 from 10-2951-000-000 [General Fund Balance] to 10-4150-510\_ 000 [Non Departmental: Insurance]**

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**Commissioner Nickerson approved the motion of moving \$45,000 from the general fund balance to the non departmental insurance.**

**-Commissioner Newton second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 2. Benefit Adjustments needed now that open enrollment is complete.** Kate Becker (CAM) presented routine open-enrollment budget adjustments affecting Fund 10 wages, requiring \$16,126.55 from non-departmental wages, along with a correction to the Garbage Enterprise Fund.

**Commissioner Newton approved the move of funds**

**-Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 3. \$42,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-260-000 [Fire: Building & Grounds]** Awarded 2025 bid to replace concrete in front of Fire Station but the contractor has not started the project. Money rolled back into General Fund at end of 2025

**Commissioner Newton approved to move \$42,500 from the general fund to the fire building and grounds. -**

**-Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

- 4. \$31,500 from 10-2951-000-000 [General Fund Balance] to 10-4221-740-300 [Fire: Turn Out Gear]** This was part of the WPR-RFD monies deposited in 2025. The gear did not all get ordered as we were still onboarding new firefighters so the monies rolled back into General Fund. Kate Becker (CAM) explained that \$31,499 from the WPR turnout-gear allocation rolled back into the general fund because gear couldn't be purchased without knowing new hires' sizes. She requested the funds be re-budgeted so turnout gear can be purchased this year.

**Commissioner Nickerson motioned to approve 31,500 from general fund balance for fire turnout gear.**

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**-Commissioner Blocker second**

VOTE:

Commission Chair Wilson AYE  
Commissioner Newton AYE  
Commissioner Blocker AYE  
Commission Vice Chair Nickerson AYE  
Commissioner Fackrell AYE  
The vote was unanimous. The motion passed

**5. \$60,000 from 35-2951-000-000 [Tourism Fund Balance] to 35-4510-404-000 [Tourism: NICA] Budgeted for the revenue from the grant but not the expense.**

**Commissioner Fackrell motioned to approve the budget adjustment.**

**-Commissioner Newton second**

VOTE:

Commission Chair Wilson AYE  
Commissioner Newton AYE  
Commissioner Blocker AYE  
Commission Vice Chair Nickerson AYE  
Commissioner Fackrell AYE  
The vote was unanimous. The motion passed

**6. \$24,108 from 10-2951-000-000 [General Fund Balance] to 44-4410-310-100 [Capital Improvements: Project Expenses] Library Foyer Ceiling**

**Commissioner Newton motioned to approve the transfer of \$24,108 from the general fund balance to the capital improvement project expenses fund.**

**-Commissioner Blocker second**

VOTE:

Commission Chair Wilson AYE  
Commissioner Newton AYE  
Commissioner Blocker AYE  
Commission Vice Chair Nickerson AYE  
Commissioner Fackrell AYE  
The vote was unanimous. The motion passed

**Commissioner Newton motioned to go to Board of Equalization**

**-Commissioner Fackrell Second**

VOTE:

Commission Chair Wilson AYE  
Commissioner Newton AYE  
Commissioner Blocker AYE  
Commission Vice Chair Nickerson AYE  
Commissioner Fackrell AYE  
The vote was unanimous. The motion passed

**12. Morgan County Board of Equalization- Discussion/Decision – BOE Hearing CR-26-01-BOE**

Discussion and decision approving the PT-21 Annual Statement of Continued Property Tax Exemption from the Church of Jesus Christ of Latter-Day Saints. Kate Becker (CAM) explained

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that nonprofits must file annual PT-21 statements to maintain property-tax-exempt status. The submission presented is part of that routine process, and the assessor and auditor have also contacted other exempt entities to ensure compliance.

**Commissioner Newton motioned to Approve BOE Hearing CR-26-01-BOE .**

**-Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Commissioner Nickerson motioned to Exit Board of Equalization**

**-Commissioner Newton Second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**13. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney Discussion and decision on amending the County’s Agreement with Lexis Nexis expanding from to 4 licenses.**

One additional for the Attorney’s office and one for the use of primary exemption research.

**Commissioner Newton moved to approve County’s Agreement with Lexis Nexis expanding to 4 licenses.**

**One additional for the Attorney’s office and one for the use of primary exemption research.**

**-Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**14. Kate Becker – Discussion/Decision – Morgan County Administrative Manager Request to confirm and approve the Emergency Remediation and Repair of the County Recorder & Assessor’s Office. (\$25,310.12)**

Kate Becker (CAM) asked the commission to ratify the emergency asbestos and mold remediation in the recorder and assessor offices and allow Commissioner Willson to declare his conflict. The remediation is complete, air tests are clear, and carpet materials have been ordered; the total cost is \$25,310.12.

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**Commissioner Newton Motioned to approve Request to confirm and approve the Emergency Remediation and Repair of the County Recorder & Assessor's Office. (\$25,310.12)**

**-Commissioner Nickerson Seconded**

VOTE:

Commission Chair Wilson ABSTAINS

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

Discussion: Sean Rose (Morgan County Recorder) commissioners discussed the recent asbestos and mold emergency in the recorder and assessor offices. Kate Becker (CAM) and others reviewed the response, cost, and need for clearer future procedures. Sean expressed appreciation for the quick action and emphasized the need to plan next steps for the building. Commissioners confirmed the underlying cause was addressed.

**15. Josh Cook – Discussion/Public Hearing/Decision – County Planning & Zoning Bohman**

**Rezone:** Request to rezone property from a split-designation of RR-1 and A-20 to R1-20, with an accompanying amendment to the Future Land Use Map from Village Low Density Residential and Rural Residential to Village Low Density Residential completely. The property is identified by parcel number 00-0001-3266 and serial number 01-004-094 and is located at 3690 North Morgan Valley Drive in unincorporated Morgan County. Staff presented the Bowman rezone request to change a 1.39-acre parcel from split RR-1/A-20 to R-1-20, consistent with surrounding zoning and the future land-use map. Planning staff and the Planning Commission recommended approval. Commissioners discussed allowable lot sizes, access, and general planning concerns before opening the public hearing.

**Commissioner Nickerson motioned to Public hearing**

**-Commissioner Blocker second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Commissioner Newton motioned to leave Public Hearing**

**-Commissioner Fackrell second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Commissioner Newton motioned to approve Request to rezone property from a split-designation of RR-1 and A-20 to R1-20, with an accompanying amendment to the Future Land Use Map from Village Low Density Residential and Rural Residential to Village Low Density Residential completely. The property is**

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identified by parcel number 00-0001-3266 and serial number 01-004-094 and is located at 3690 North Morgan Valley Drive in unincorporated Morgan County.

**-Commissioner Blocker second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**16. Hon. Blaine Fackrell – Discussion/Decision – Morgan County Commission Request to attend the 2026 Tourism Business Development Workshop April 22-23 in Kanab UT** hosted by the Utah office of Tourism focusing on agritourism, astro-tourism, and the creative economy (film & cultural tourism).

**Commissioner Blocker Chair approves Request to attend the 2026 Tourism Business Development Workshop April 22-23 in Kanab**

**Commissioner Nickerson second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**17. Hon. Morgan County Commission – Discussion – 2026 Nat'l Day of the American Cowboy Discussion on possible nominations for 2026. 2025 Awardee: Jessie Franich**

**Nominations: Commissioner Fackrell nominated Brett Heiner, Commissioner Blocker**

**Nominated Bonnie Brown, and Commissioner Willson nominated a Posthumous Steve Pentz**

**Commissioner Blocker moved to nominate Bonnie Brown**

**-Commissioner Nickerson Second**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

**Comments:**

**Kate Becker (CAM) requested 30-minute meetings with each commissioner to review and confirm triage project priorities, including updates like the procurement policy. She asked commissioners to send available times before the end of the month.**

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**Commissioner Blocker:** Commissioner Blocker reported meeting with Janet and the Mountain Green Sewer Improvement District to review their concerns. The district requested a land survey and a detailed engineered plan before moving forward. Commissioners discussed survey costs, responsibilities, and ensuring the district is comfortable with next steps.

**Commissioner Nickerson:** Commissioner Nickerson noted that county code currently requires a conditional use permit for residential standby generators, which he and staff agreed is unnecessary. Josh Cook confirmed it's an easy fix and will prepare a code amendment to remove that requirement. Commissioner Nickerson was Talking about CUP with Josh. Committee decided to task staff to do a Cotex about generator. Commissioner Nickerson reported on his meeting with Summit County regarding the 910 Cattle Ranch conservation easement. Summit County is developing phased public-access plans focused on trails near Jeremy Ranch Road while keeping most Morgan-facing areas in protected wilderness. Bikes are largely prohibited under the easement, with e-bikes fully banned. Discussion included wildlife protection, trail limits, water-quality concerns, wildfire access, and future coordination. He will share the slide deck with commissioners when available.

**Commissioner Newton:** Commissioner Newton reported good progress on fairgrounds improvements, including completion of the new announcer's booth. Public Works has also advanced several projects thanks to the mild winter, with minimal spending on salt.

**Commissioner Fackrell:** East Canyon Plan will be explained tomorrow, Concerns about breaking up parcels. Commissioner Fackrell reported that the East Canyon planning group will present their draft to the county tomorrow. Kate Becker (CAM) asked that the plan move quickly so the county can meet its NIICA grant deadline. Commissioners also discussed state and county subdivision rules, detached accessory dwelling units, and potential code updates. Commissioner Fackrell shared takeaways from a tourism workshop on agritourism and liability topics he plans to bring back to local landowners.

**Commissioner Wilson:** Commissioner Willson praised WHS for being well-organized and valuable partners for the county. He also noted that the WMHL meetings highlight difficult homelessness issues and expressed appreciation that those challenges are not currently present in Morgan County.

Nickerson motioned to go to Closed Session  
-Commissioner Newton Second

**Time Adjourned: 7:17**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

MORGAN COUNTY COMMISSION MEETING AGENDA

**Closed Session Adjourned at 7:43 PM**

**Commissioner Newton motioned to end closed session and  
-Commissioner Nickerson Seconded.**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The vote was unanimous. The motion passed

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

APPROVED: \_\_\_\_\_  
Morgan County Commission Chair

DATE:

ATTEST: \_\_\_\_\_  
Morgan County Deputy Clerk/Auditor

DATE

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call  
Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

**If you want to participate virtually in any public comment listed on this agenda, you need to contact  
[Jeremy@morgancountyutah.gov](mailto:Jeremy@morgancountyutah.gov) at least 48 hours before the scheduled meeting.**



**Morgan County Commission Seeking Applications to serve on the Morgan County Rifle Range Advisory Committee**

*Applicant must be a resident of Morgan County.* Applicants should submit a letter of interest to the Morgan County Administrative Manager at 48 W Young Street in Morgan, fill out the Online application or send an email to [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov). This is a Volunteer Position.

Duties include attending Board meetings, advise the Morgan County Commission on the following:

- Evaluating the current site for safety, noise impact, and fire risk.
- Developing a long-term plan for a modern shooting sports complex.
- Reviewing and recommending updates to range fees, scheduling priorities, and operational rules.
- Assisting in the coordination with the Utah Division of Wildlife Resources and other state agencies on range standards.

Terms are for four years. Meetings are scheduled based on the availability of Board members.

Letters of interest will be accepted until March 11th, 2026 or later if seats remain available for appointment.

For more information, call Kate Becker, Administrative Manager at 435-800-8724 or Commissioner Vaughn Nickerson at 385-350-1718.

[Your Name]

[Your Title / Organization]

[Address]

[City, State, Zip]

[Date]

To Whom It May Concern,

I am writing to express my strong support for the grant application submitted by Mountain Green Sewer Improvement District for the proposed expansion of its wastewater infrastructure system.

This project represents a critical investment in the future growth and economic development of our area. Expanding sewer capacity is a foundational requirement for attracting and supporting new commercial and industrial development. In particular, this expansion will directly enhance our ability to recruit and retain high-quality employers that bring high-paying, skilled jobs to the region.

Modern businesses—especially those in advanced manufacturing, technology, and other high-value sectors—require reliable and scalable infrastructure. Without adequate sewer capacity, many of these opportunities simply cannot move forward. By addressing these limitations, this project will position our community to compete more effectively for economic development projects that offer long-term stability, increased tax base, and improved quality of life for residents.

In addition to supporting job creation, the expansion will promote responsible growth by ensuring that development occurs in a sustainable and well-managed manner. This aligns with our broader goals of economic vitality, infrastructure resilience, and community prosperity.

For these reasons, I strongly encourage favorable consideration of this grant application. The benefits of this project will extend well beyond immediate infrastructure improvements and will play a key role in shaping the economic future of our region.

Please feel free to contact me if additional information is needed.

Sincerely,

[Your Name]

[Your Title]

**Order Form:** Q-48710-1  
**Date:** 1/23/2026, 4:49 PM  
**Expires On:** 3/9/2026



**Phone:** (800) 768-7295  
**Email:** info@xpressbillpay.com

**Ship To:**  
Kate Becker  
Morgan County  
48 W Young Street  
Morgan, Utah 84050  
kbecker@morgancountyutah.gov

**Bill To:**  
Morgan County  
48 W Young Street  
Morgan, Utah 84050

### **Amendment to Gateway Services Master Agreement**

This Amendment ("Amendment") is entered into as of the date of the last signature below (the "Effective Date"), by and between the customer identified above ("Customer") and Xpress Bill Pay ("Xpress"), and amends that certain Gateway Administrative Services Agreement (the "Agreement") previously entered into by the parties.

The parties agree that **Exhibit A (Fees)**, as referenced in the Special Terms section of the Agreement, is hereby deleted in its entirety and replaced with the revised Exhibit A attached to this Amendment and incorporated herein by reference.

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

#### **Special Order/Invoicing Terms (if any):**

This contract will replace and supersede Exhibit A of the Xpress Bill Pay Gateway and Administrative Service Agreement entered into on December 12, 2020. Customer is switching from a cost absorbing pricing model where the Customer pays the credit/debit card transaction fees to a revenue neutral pricing model where the End Users pay the credit/debit card transaction fees. Switching to revenue neutral pricing will require Customer to setup new merchant service account(s) for credit/debit card processing with Path Point Merchant Services.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**  
Xpress Solutions, Inc.

**Accepted by:**  
Morgan County

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

**EXHIBIT A**  
Fees

<b>Transaction Fees</b>		
<b>PRODUCT</b>	<b>ASSESSED TO</b>	<b>RATE PER TRANSACTION</b>
Credit/Debit Card Transactions	Assessed to End Users	3.50% of transaction amount or a minimum of USD 3.00
EFT Transactions	Assessed to End Users	USD 1.00
EFT Returned Item Basic - Invalid account number or unable to locate account	Assessed to Customer	USD 7.00
EFT Return NSF or Account Closed	Assessed to Customer	USD 14.00
EFT Return Stop Payment or Charge Back	Assessed to Customer	USD 30.00
Bank Bill Pay Transactions	Assessed to Customer	USD 0.25
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	Assessed to Customer	USD 6.25
Toll Free Operator Assisted Surcharge	Assessed to End Users	USD 2.00
Toll Free IVR Surcharge	Assessed to End Users	USD 1.25
Pay by Text Surcharge	Assessed to End Users	USD 0.00

<b>Maintenance &amp; Support</b>	
<b>PRODUCT</b>	<b>ASSESSED TO</b>
Monthly Support & Hosting Subscription - \$0.020 per customer bill. Minimum \$100.	Assessed to Customer
Monthly Account Subscription Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account	Assessed to Customer



## **Limit of 3 Minutes**

- \*Please do not repeat previously stated comments**
- \*The Commission cannot respond – This is not a Q & A**
- \*Please Be Respectful**

***Thank you for being here!***

Operation Graduation  
Morgan High School  
55 North 200 East  
Morgan, UT 84050



January 26, 2026

Dear Potential Sponsor,

The administration, parents and faculty of Morgan High School are excited to again sponsor an all-night, drug-free activity for the Senior Class of 2026, an event that has been a part of graduation for many years. Operation Graduation begins the evening of the graduation ceremony and lasts throughout the night. This activity consists of entertainment, food, fun indoor/outdoor games, prizes and a gift for each graduating senior.

The purpose of Operation Graduation is to keep our graduates in a safe and positive environment where they can celebrate as a class on this very important night, without the drama of reckless driving or unsupervised parties. An event of this magnitude requires many contributions from numerous sources. We would like to add your name to our list of sponsors. As a supporter of Operation Graduation, your name will be placed on a list of contributors in our advertising. This will give recognition to your product or service and will provide valuable advertising for you as an active supporter of the community.

Donations of all kinds are appreciated; whether it's a monetary donation or products, services, or gift certificates that could be used as prizes, we greatly appreciate them all. Please contact a member of the Operation Graduation fundraising committee if you have any questions or items you're donating that you'd like us to pick up.

Thank you for your support of our schools, and thank you in advance for your donation to help make Operation Graduation an unforgettable night for the Morgan High School Class of 2026.

Sincerely,

Luke Thomas, Principal  
Morgan High School

Brittney Erickson  
801-310-2774

Heather Allgaier  
630-699-6334

Leslie McFarlane  
801-821-7246

Operation Graduation Fundraising Committee

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## Donations for Operation Graduation

(Please detach and send with your donation to Morgan High School: 55 N 200 E, Morgan, UT 84050)

**COMPANY NAME:**

**DONATION AMOUNT:**



## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: 435.800.8724

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

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

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

commission Meeting Date:	<u>04/07/2026</u>	Time Requested:	_____
Name:	<u>Erin Bott</u>	Phone:	<u>(801) 845-4075</u>
Address:	<u>50 N 100 W</u>		
Email:	<u>ebott@morgancountyutah.gov</u>	Fax:	_____
Associated County Department:	<u>Library</u>		

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

Request a part-time Assistant Librarian be promoted to Youth Services Librarian and granted full-time, benefited status.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

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



**PAYROLL SALARY AND PERSONNEL STATUS ACTION FORM**

Employee Name: James Lehman Employee ID # 1312

Department: Library

**STATUS CHANGE TYPE:**

- Pay Plan Adjustment
- Promotion
- Equity Adjustment
- Decrease
- Transfer
- Reclassification/Job Title Change
- Leave of absence without pay
- Family Medical Leave Act
- Return from leave of absence
- Employment Status Change
- FT  PT  Temp
- Other \_\_\_\_\_

Effective Date of Change: April 6, 2026

**CHANGES:**

Grade:	Current Rate	New Rate	Increase
Pay Plan Adjustment:			
Promotional Increase:	<u>18.00/hr</u>	<u>20.00/hr</u>	<u>2.00/hr.</u>
Equity Adjustment:			
Salary Decrease:			
Current Title: <u>Assistant Librarian</u>	New Title: <u>Youth Services Librarian</u>		
Current Salary: <u>18,720.00</u>	New Salary: <u>41,600.00</u>		%Increase
Current Department:	New Department:		
Other: <u>Requesting employee transition to full-time, benefited</u>			

**EXPLANATION/COMMENTS:**

Recommending employee be promoted to Youth Services Librarian, receive a \$2/hour pay increase, and be granted full-time, benefited status.

**APPROVALS**

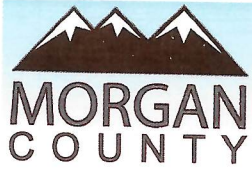
Commissioner Chair: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

County Clerk Auditor: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head: C. B. [Signature] Date: 3/13/2026

Payroll Date Entered: \_\_\_\_\_ 2026



# 2025 BUDGET CHANGE FORM

Date 1/5/2026

Department Library

Department Head Signature *C. Bull*

Amount 40,311.63

Move from GL Account# 27-4700-340-000

Move to GL Account # 27-4700-110-000

## Brief Description

Please move \$40,311.63 from Supplies to  
Permanent Employees to cover salary and benefits  
associated with transitioning Janie Lehman from  
a part-time employee to full-time.

## Clerk/Auditor Use Only

Date Entered

## Kate Becker

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**From:** Casey Basaker  
**Sent:** Friday, March 20, 2026 2:17 PM  
**To:** Kate Becker  
**Subject:** Changing Payroll Systems

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Kate,


I want to change payroll providers to have Dominion Payroll as our new provider. It will save us \$15,456 per year. Does this need to go before the commission?

Please let me know,

**Casey Basaker**  
Human Resources Manager

Morgan County  
48 West Young St | Morgan UT | 84050  
PO Box 886



 [Book time to meet with me](#)

## Kate Becker

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**From:** Casey Basaker  
**Sent:** Thursday, April 2, 2026 1:26 PM  
**To:** Kate Becker  
**Subject:** Caselle Pricing & Issues

Hi Kate,

You asked me to send you something for why I wanted to go our for RFP for our Payroll & HRIS. Caselle is currently charging us \$1400 per payroll as well as \$555 per month for payroll services. This comes out to be over \$43,000 per year. I have heard, and personally experienced, many issues from Caselle's timekeeping platform including being extremely slow, not letting employees in, and even having the time clock disappear. I have also been having issues with terminated employees still showing up in the timecard system when supervisors are approving their employees, and employees' positions not showing up.

On the payroll side of things, the process is very clunky and slow. Moving through timecards takes a very long time sine Caselle's online system is very slow as I previously mentioned. Once timecards are approved Caselle takes about 4 more hours to complete our payroll and send a preliminary register. This usually ends up taking us having corrections and then taking a few more hours to get everything corrected. I believe this process can be streamlined and we should not waste as much time on payroll.


Finally, we have been having issues with tax reporting and URS reporting with Caselle. We have previously gotten multiple late payment fees from them not uploading our retirement and penalties for 941s not being reported in time. I have had to take this over and we have not gotten any kind of discount for me taking it over. With this as well, our treasurer's office has been having issues when our URS report has not matched the bank deposit and we have been having a lot of trouble getting people on the phone to get the reconciliations done.

**Casey Basaker**

Human Resources Manager

Morgan County  
48 West Young St | Morgan UT | 84050  
PO Box 886



 [Book time to meet with me](#)



# Welcome

Welcome to the Dominion Payroll! We are thrilled to begin this partnership with you. We are committed to supporting your business with tailored payroll and HR solutions to meet your unique needs. Please take a moment to review and complete the enclosed paperwork so we can officially get started empowering your business.

## Welcome Package Details

*Security is our priority - our signing software (Adobe Sign) is a secured and encrypted system to protect your sensitive information. Our system is also HIPAA and GRDP-compliant.*

1. Service Agreement
2. IRS 8655
3. Client Electronic Funding Authorization
4. Authorization to Access Data
5. Request for Documents

*We will provide you an opportunity to securely share your IRS EIN, upload banking information and a check signature.*

6. Service Quote



## Dominion Payroll Services, LLC Service Agreement

This Service Agreement (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Dominion Payroll Services, LLC (“DP”), and \_\_\_\_\_ (“Customer”).

**WHEREAS** DP is engaged in the business of providing human capital management services to customers, including, but not limited to the following: Payroll, Human Resources, Benefits Administration, ACA Reporting, Talent Management and Time & Attendance.

**WHEREAS** DP desires to provide to Customer and Customer desires to obtain from DP the services described herein and in the Price Quote.

**NOW THEREFORE**, in consideration of the premises and the mutual promises contained herein, Customer and DP agree as follows:

### A SCOPE OF AGREEMENT; RELATIONSHIP OF PARTIES

This Agreement sets forth certain rights and obligations of Customer and DP, and the terms of this Agreement shall apply to any assignee or successor of Customer and/or DP. The parties intend that this Agreement will establish an independent contractor relationship between the parties. DP is not an agent or employee of Customer (for purposes of establishing Principal-Agent relationships), and the employees of Customer are not entitled to any of the benefits of employment granted by DP to its own employees. DP is not the Plan Administrator or a Plan Fiduciary of the Benefit Plans. It is understood that DP is free to perform similar services for other customers while this Agreement is effective. It is Customer’s sole responsibility and duty to ensure compliance with all applicable laws and regulations, and DP’s provision of services under this Agreement does not relieve Customer of this obligation. DP is responsible for providing services that comply with applicable law and regulations and that assist Customer with its obligations to the extent set forth herein.

### B SERVICES. CUSTOMER AUTHORIZATION

Customer hereby engages DP and DP accepts the engagement by Customer to provide Payroll Services, Human Resources, Benefits Administration, ACA Reporting, Talent Management and Time & Attendance services to Customer on the terms set forth in this Agreement. For DP’s services under this Agreement, Customer shall pay DP the fees set forth in the Price Quote. The above services are offered by Dominion Payroll under a license agreement for use of the iSolved<sup>®</sup> Human Capital Management (HCM) system.

Customer grants to DP authority to initiate a recurring Automated Clearing House (“ACH”)/electronic debit to the account provided to DP for the funding amount of each payroll in accordance with the rules of the National Automated Clearing House Association (“NACHA”) and all other applicable state and federal laws, rules, and regulations, incorporated herein by this reference. This ACH/electronic debit is for various purposes that include but are not limited to direct deposit distribution of the Customer’s employee payroll funds, flexible benefits plans, taxes, child support, or any other reason that Customer desires to transfer funds electronically through the ACH system. Customer acknowledges that the bank account provided to DP is a commercial account and not a consumer account (as defined in the ACH rules). This authorization will remain in full force and effect until Customer notifies Dominion Payroll in writing that Customer revokes this authorization. At any time, Customer may change the bank account on file prior to processing a payroll. Once an ACH debit has been initiated, however, there cannot be any changes or corrections.

Customer grants to DP authority to obtain and evaluate existence history of the Customer, credit history and related information as to the Customer and the owners of the Customer (please provide owners’ information on separate form included in the sales packet). Such related information includes but is not limited to an Office of Foreign Assets Control (“OFAC”) check.

### C PAYMENT TERMS

The price and payment terms for Payroll Services are provided according to the Price Quote. DP may change prices and the term set forth in the Price Quote upon written notice to Customer.

All payments are due and payable by automatic payment from Customer’s checking account. DP may charge any of Customer’s deposit accounts for any payment not received when due.

### D TERM

The term of this Agreement shall begin on \_\_\_\_\_ and continue until terminated by either party upon ninety (90) days written notice to the other party. If DP does not receive written notification of service termination 90 days in advance, DP retains the right to charge processing fees equivalent to 90 days of service.



## **E CUSTOMER OBLIGATIONS**

- 1 Customer shall cooperate with DP in connection with the performance of the Payroll Services, Human Resources, Benefits, ACA Reporting, Talent Management and Time & Attendance.
- 2 Customer shall execute and deliver to DP all forms necessary to process Customer's payroll.
- 3 Customer shall maintain a sufficient balance in the payroll source account to allow DP to make all payments required under the terms of this Agreement, including without limitation, ACH direct deposit payments and federal and state tax payments, as applicable. By signing this service agreement, the Customer guarantees all obligations to DP including without limitation the obligation to pay to DP all payroll funds, related taxes, service fees and reimbursement for payroll funds. If Customer fails to maintain a sufficient balance in the payroll source account to cover all required payments then, in addition to all other remedies available to DP, Customer shall pay DP an insufficient funds fee in an amount equal to \$150 for the first occurrence and \$200 for each occurrence thereafter. A \$50 per day fee will be applied to any balance not remitted immediately upon notification of insufficient funds. DP may terminate this Agreement if Customer fails to maintain sufficient funds in the payroll source account to allow DP to make all required payments.  
  
Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all information provided to DP for payroll processing and tax reporting. DP has no obligation to inspect or verify the information sent by Customer.
- 4  
  
Customer must promptly report to DP any changes in amounts paid to employees or cancellations of payroll checks. Customer must pay DP a fee, to be determined based on the amount of work involved, for any changes by Customer that requires re-filing or amending tax returns by DP.
- 5

## **F MAINTENANCE, CORRECTIONS, CHANGES**

DP shall make normal maintenance and program corrections on a routine basis at no additional charge. DP may, in its sole and absolute discretion, make changes or additions to DP's payroll system to better serve Customer. Any process changes made for the benefit of the Customer may incur implementation charges and/or increased monthly operating charges.

## **G LIMITATION OF LIABILITY**

DP shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for willful misconduct in performing those services. DP shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any entry received from Customer). Customer agrees to indemnify DP against any loss, liability, damages, costs or expenses (including attorneys' fees and costs) resulting from or arising out of any breach by Customer of any term under this Agreement, or any claim by any person that DP is responsible for any act or omission of Customer. DP shall be liable only for Customer's actual damages due to claims arising solely from DP's obligations to Customer with respect to services performed pursuant to this Agreement and shall not be liable for consequential, special, incidental, punitive, or indirect loss or damage. DP shall not be liable for any damages to Customer arising from any decision by DP to refrain from issuing checks in connection with Customer's payroll because of reasons related to Customer's creditworthiness or because Customer has failed to provide funds necessary to cover Customer's payroll and all applicable tax payments or for any consequential, special, incidental, punitive, or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by DP and regardless of the legal or equitable theory of liability which Customer may assert, including without limitation loss or damages from subsequent wrongful dishonor resulting from any financial institutions' acts or omissions serving as Originating Depository Financial Institution ("ODFI") under the ACH network. Without limiting the generality of the foregoing provisions, DP shall be excused from failing to act or any delay in acting if such failure or delay is caused by legal constraint, terrorist activity, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond DP's control. Subject to the foregoing limitations, DP's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. DP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ITS SERVICES IN CONNECTION WITH THE AGREEMENT AND DISCLAIMS ANY WARRANTIES OF FITNESS FOR THIRD PARTY SENDER'S PARTICULAR PURPOSES OR OF MERCHANTABILITY OR OTHER WARRANTIES OF THE UNIFORM COMMERCIAL CODE OF VIRGINIA.

## **H CONFIDENTIALITY**

All information, whether printed, written or oral, in answer to an inquiry or voluntarily furnished by Customer or its agents or employees to DP shall be held in confidence by DP and used and disclosed solely for the purposes of fulfillment of the terms of this Agreement. Customer and DP each acknowledge that because of entering into this Agreement, each party has, and will continue to reveal and disclose to the other, information that is proprietary and/or confidential to such party. Customer and DP agree that each party will (a) keep such proprietary and/or Confidential Information of the other party in strict confidence; (b) not disclose Confidential Information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use Confidential Information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).



## **I FORCE MAJEURES**

DP shall not be deemed in default of this Agreement, nor held responsible for any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of god, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including internet access, or any change in or the adoption of any law, judgment or decree.

## **J ACCESS TO HOSTED SOFTWARE SERVICE**

DP licenses the iSolved software from Infinisource. Customer acknowledges that DP is providing access to the Hosted Service iSolved. Customer agrees to the following terms regarding the use of the Hosted Service iSolved;

(i) access and use of the Hosted Service is restricted to machine-readable, executable, object-code form only; (ii) Customer is prohibited from use of the Hosted Service by Customer or any User in any time-sharing or service bureau arrangement; (iii) sublicensing or any other transfer, assignment or conveyance of the rights of access to hosted service is prohibited; (iv) Customer is prohibited from causing or permitting the reverse engineering, disassembly or compilation of the Hosted Service; (v) title to the Hosted Service or any Infinisource proprietary rights is not passed to the relevant Customer or any User; (vi) Infinisource is not a third party beneficiary of DP's rights under this access agreement with respect to Customer's use of and/or rights related to, the Hosted Service; (vii) DP is not a representative or agent of Infinisource, has no legal authority to act on behalf of or bind Infinisource to any agreement and the terms of this service agreement do not create any legal or binding obligations between Infinisource and Customer; (viii) Customer hereby disclaims any and all warranties, liabilities or claims against Infinisource and irrevocably release from any and all liabilities Infinisource and its Representatives for any and all damages, whether direct or indirect, incidental or consequential, arising from the Service provided by DP, the Customer or Users access and use of the Hosted Service or any Infinisource Products.

## **K VERIFICATION OF DATA/ERROR RESOLUTION**

Customer must inform DP of any errors in Customer's payroll within three (3) days of receiving any report or statement from DP containing the error. By submitting each payroll, Customer agrees it has (a) approved all Payroll information; (b) waived and released any claim against DP arising out of any errors in the payroll information that it has not itself corrected or has not requested that DP correct. Requests for corrections of customer errors will be subject to additional charges.

**L Compliance with NACHA Operating Rules and Guidelines.** The following terms and conditions are required to be in compliance with the rules and guidelines of NACHA, incorporated herein by this reference. Customer desires to initiate credit and debit entries by means of the ACH network pursuant to the terms of this Agreement and the rules and guidelines of NACHA, and DP is willing to act as the third-party sender with respect to such entries. Customer agrees not to provide DP with any payroll information or entries that violate the laws, rules or regulations of the United States or of any state in which Customer does business. Customer agrees to be in compliance with all NACHA operating rules and guidelines, and to notify DP in writing in advance if any transactions would be considered International ACH Transactions (IATs). IATs are allowed under the NACHA operating rules and guidelines, but DP will not process any IATs. Customer has had full opportunity to, and in fact has, reviewed and become familiar with the NACHA operating rules and guidelines. Customer agrees to indemnify DP against Claims and to hold DP harmless against any loss, damages, expenses, fines, penalties, claims, or similar assessments (collectively, "Claims") against DP arising under or relating to Customer's noncompliance with NACHA rules and guidelines. Customer grants to DP and its ODFI(s) the right to audit Customer for compliance with this Agreement and the NACHA rules and guidelines, and to terminate or suspend this Agreement for noncompliance with the same. To the extent just stated, DP's ODFI(s) are third-party beneficiaries of this Agreement.

**M UCC Article 4A Disclosure.** In regards to the origination of corporate ACH credit transfers (SEC Codes CDD or CTX): (a) the entry may be transmitted through the ACH; (b) the rights and obligations of Customer concerning the entry is governed by the laws of the Commonwealth of Virginia; (c) credit given by the Receiving Depository Financial Institution ("RDFI") to the recipient party is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Va. Code Ann. § 8.4-403(a) of the UCC; and (d) if the RDFI does not receive payment for entry, the RDFI is entitled to a refund from the recipient in the amount credited to the recipient's account, and Customer will not be considered to have paid the amount of the entry to the recipient.



**N ADDITIONAL TERMS**

- 1 **Virginia Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Customer consents to the jurisdiction of state and federal courts in Virginia. DP and Customer each waive any right to trial by jury and consent that any legal proceeding be tried to the court without a jury.
- 2 **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 3 **Captions.** The captions appearing at the beginning of each paragraph of this Agreement are for convenience only and are not part of this Agreement, nor do they in any way limit or amplify the terms and provisions of this Agreement.
- 4 **Assignment.** This Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective, successors and assigns. Customers may not assign this Agreement without DP's prior written consent.
- 5 **Severability.** If any term or provision of this Agreement is held to be unenforceable, it shall not affect the enforceability of any other provision of this Agreement, which will be enforced to the full extent permitted by law.
- 6 **Entire Agreement.** This Agreement Constitutes the complete and entire Agreement of the parties hereto with respect to the subject matter addressed, supersedes all previous negotiations, agreements, representations, and warranties, and may be modified only in writing signed by both parties. Electronical signatures hereto shall have the same force and effect as an original.
- 7 **Compliance with Applicable Laws.** Each party to this Agreement shall comply with all applicable provisions of Federal and State laws. If any provision of this Agreement conflicts with the federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full force and effect only to the extent permitted by law. If any provision of this agreement is held inoperative, the remaining provisions shall remain in full force and effect.
- 8 **Prohibited Persons and Transactions.** Customer represents to DP that Customer is currently in compliance with and shall at all times during the Term (including extensions) remain in compliance with the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

**Dominion Payroll Services, LLC**

Legal Company Name

Scott Goldberg

Full Name

CSO

Title

Signature

Date

Legal Company Name

Full Name

Title

Signature

Date



# Reporting Agent Authorization

Go to [www.irs.gov/Form8655](http://www.irs.gov/Form8655) for instructions and the latest information.

## Taxpayer

<b>1a</b> Name of taxpayer (as distinguished from trade name)		<b>2</b> Employer identification number (EIN)
<b>1b</b> Trade name, if any		<b>4</b> If you are a seasonal employer, check here <input type="checkbox"/>
<b>3</b> Address (number, street, and room or suite no.)		<b>5</b> Other identification number (optional)
City or town, state, and ZIP code		
<b>6</b> Contact person	<b>7</b> Daytime telephone number 801-845-4012	<b>8</b> Fax number

## Reporting Agent

<b>9</b> Name (enter company name or name of business) Dominion Payroll Services LLC		<b>10</b> Employer identification number (EIN) 71-0890420
<b>11</b> Address (number, street, and room or suite no.) 3200 Rockbridge St STE 300		
City or town, state, and ZIP code Richmond, VA 23230		
<b>12</b> Contact person Dennis Gallagher	<b>13</b> Daytime telephone number 804-355-3430	<b>14</b> Fax number 804-355-3432

## Authorization of Reporting Agent To Sign and File Returns (Caution: See Authorization Agreement.)

**15** Indicate the tax return(s) to be signed and filed. For quarterly returns, use "YYYY/MM" format. "MM" is the last month of the quarter for which the authorization begins (for example, "2024/09" for third quarter of 2024). For annual returns, use "YYYY" format to indicate the year for which the authorization begins.

940	<u>2026</u>	941	<u>2026/01</u>	943	<u>2026</u>	944	<u>2026</u>
945	<u>2026</u>	1042		CT-1			

## Authorization of Reporting Agent To Make Deposits and Payments (Caution: See Authorization Agreement.)

**16** Indicate the tax return(s) for which the reporting agent is authorized to make deposits or payments. Use the "YYYY/MM" format to enter the month in which the authorization begins (for example, "2024/08" for August 2024).

720		940	<u>2026</u>	941	<u>2026/01</u>	943	<u>2026/01</u>	944	<u>2026/01</u>	945	<u>2026/01</u>
990-PF		990-T		1041		1042		1120		CT-1	

## Duplicate Notices to Reporting Agents

**17** Check here to request the IRS to issue to the reporting agent duplicate copies of notices and correspondence regarding returns filed and deposits or payments made by the reporting agent

## Disclosure Authorization for Forms Series W-2, 1099, and/or 3921/3922

- 18a** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning 2026.
- b** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning 2026.
- c** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Forms 3921 and 3922. This authority is effective for calendar year forms beginning \_\_\_\_\_.

## State or Local Authorization (Caution: See Authorization Agreement.)

**19** Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16

## Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is terminated or revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

**Sign Here**

Signature of taxpayer

Title

Date

## Instructions

### What's New

**Forms 940-PR, 941-PR, 941-SS, 943-PR removed from line 15.** Beginning with filings for tax year 2023, former filers of Form 940-PR will instead file Form 940. These filers will also have the option to file the new Spanish language Form 940 (sp). The new Form 943 (sp) will also similarly replace Form 943-PR which is being discontinued along with Form 940-PR. Beginning with filings for the first quarter of 2024, former filers of Form 941-SS will instead file Form 941, which will be adapted for the use of those filers beginning with the revision of Form 941 issued in and for the first quarter of 2024. These filers will also have the option to file the new Spanish language Form 941 (sp). The new Form 941 (sp) will also similarly replace Form 941-PR which is being discontinued along with Form 941-SS. Forms 940 (sp), 941 (sp), and 943 (sp) will be usable by any employer that prefers their form in Spanish, whether they are located in the United States, Puerto Rico, or one of the other territories.

### Purpose of Form

Use Form 8655 to authorize a reporting agent to:

- Sign and file certain returns. Reporting agents must file returns electronically except as provided under Rev. Proc. 2012-32. You can find Rev. Proc. 2012-32 on page 267 of Internal Revenue Bulletin 2012-34 at [www.irs.gov/2012rp32](http://www.irs.gov/2012rp32). See Pub. 3112, IRS e-file Application and Participation, for information about e-filing and getting the reporting agent PIN;
- Make deposits and payments for certain returns. Reporting agents must make deposits and payments electronically, generally through the Electronic Federal Tax Payment System (EFTPS) at [EFTPS.gov](http://EFTPS.gov). See Pub. 4169, Tax Professional Guide to the EFTPS, and Rev. Proc. 2012-33;
- Receive duplicate copies of tax information, notices, and other written and/or electronic communication regarding any authority granted; and
- Provide the IRS with information to aid in penalty relief determinations related to the authority granted on Form 8655.

**Note:** An authorization does not relieve the taxpayer of the responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all federal tax deposits (FTDs) and federal tax payments (FTP) are made timely. A reporting agent must notify its client of that fact and must recommend that it enroll in EFTPS to view EFTPS deposits and payments made on the client's behalf. A reporting agent must provide this notification, in writing, upon entering into an agreement with the client and at least quarterly thereafter for as long as it provides services to that client. Sample language and other details may be found in Rev. Proc. 2012-32, Section 5.05.

### Authority Granted

Once Form 8655 is signed, any authority granted is effective beginning with the period indicated on lines 15, 16, 18a, 18b, and/or 18c and continues indefinitely unless terminated or revoked by the taxpayer or reporting agent. No authorization or authority is granted for periods prior to the period(s) indicated on Form 8655.

Where authority is granted for any form, it is also effective for related forms such as the corresponding non-English language form, amended return (for example, Form 941 (sp), 941-X, or 941-X (sp)), or payment voucher. For example, Form 8655 can be used to provide authorization for 944 (sp) using the entry spaces for Form 944. The form also can be used to authorize a reporting agent to make deposits and payments for other returns in the Form 1120 series, such as Form 1120-C, using the entry space for Form 1120 on line 16.

Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. Any authority granted on Form 8655 does not revoke and has no effect on any authority granted on Form 2848 or 8821, or any third-party designee checkbox authority.

To increase the authority granted to a reporting agent by a Form 8655 already in effect, submit another signed Form 8655, completing lines 1–14 and any line on which you want to add authority. To decrease the authority granted to a reporting agent by a Form 8655 already in effect, send a signed, written request to the address under *Where To File*. The preceding authorization remains in effect except as modified by the new one.

### Where To File

Send Form 8655 to:

Internal Revenue Service  
Accounts Management Service Center  
MS 6748 RAF Team  
1973 North Rulon White Blvd.  
Ogden, UT 84404

You can fax Form 8655 to the IRS. The number is 855-214-7523. When faxing Forms 8655, please send no more than 25 forms in a single transmission. If possible, please send faxes from your computer instead of a fax machine.

### Additional Information

Additional information concerning reporting agent authorizations may be found in:

- **Pub. 1474**, Technical Specifications Guide for Reporting Agent Authorization and Federal Tax Depositors.
- **Rev. Proc. 2012-32**.

### Substitute Form 8655

If you want to prepare and use a substitute Form 8655, see Pub. 1167, General Rules and Specifications for Substitute Forms and Schedules. If your substitute Form 8655 is approved, the form approval number must be printed in the lower left margin of each substitute Form 8655 you file with the IRS.

### Terminating or Revoking an Authorization

If you have a valid Form 8655 on file with the IRS, the filing of a new Form 8655 indicating a new reporting agent terminates the authority of the prior reporting agent beginning with the period indicated on the new Form 8655. However, the prior reporting agent is still an authorized reporting agent and retains any previously granted disclosure authority for the periods prior to the beginning period of the new reporting agent's authorization unless specifically revoked.

If the taxpayer wants to revoke an existing authorization, such that the reporting agent would no longer be authorized to act or receive information for previously authorized tax periods, send a copy of the previously executed Form 8655 to the IRS at the address under *Where To File*, above. Re-sign the copy of the Form 8655 under the original signature. Write "REVOKE" across the top of the form. If you do not have a copy of the authorization you want to revoke, send a statement to the IRS. The statement of revocation must indicate that the authority of the reporting agent is revoked and must be signed by the taxpayer. Also, list the name and address of each reporting agent whose authority is revoked.

A reporting agent may terminate its authority by filing a statement with the IRS, either on paper or using a delete process. A reporting agent wanting to revoke its authority must submit the request in writing. The statement must be signed by the reporting agent (if filed on paper) and identify the name and address of the taxpayer and authorization(s) from which the reporting agent is withdrawing. For information on the delete process, see Pub. 1474.

## Who Must Sign

**Electronic signature.** For guidance on optional electronic signature methods, including approved methods of authentication and signature and additional items that must appear on the Form 8655, see Pub. 1474, section 01.03.

**Sole proprietorship.** The individual owning the business.

**Corporation** (including a limited liability company (LLC) treated as a corporation). Generally, Form 8655 can be signed by (a) an officer having legal authority to bind the corporation, (b) any person designated by the board of directors or other governing body, (c) any officer or employee on written request by any principal officer, and (d) any other person authorized to access information under section 6103(e).

**Partnership** (including an LLC treated as a partnership) or an unincorporated organization. Generally, Form 8655 can be signed by any person who was a member of the partnership during any part of the tax period covered by Form 8655.

**Single member LLC treated as a disregarded entity.** The owner of the LLC.

**Trust or estate.** The fiduciary.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Our authority to request this information is Internal Revenue Code sections 6011, 6061, 6109, and 6302 and the regulations thereunder. We use this information to identify you and record your reporting agent authorization. You are not required to authorize a reporting agent to act on your behalf. However, if you choose to authorize

a reporting agent, you are required to provide the information requested, including your identification number. Failure to provide all the information requested may prevent or delay processing of your authorization; providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement agencies and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

The time needed to complete and file Form 8655 will vary depending on individual circumstances. The estimated average time is 1 hour, 7 minutes.

If you have comments concerning the accuracy of this time estimate or suggestions for making Form 8655 simpler, we would be happy to hear from you. You can send us comments from [www.irs.gov/FormComments](http://www.irs.gov/FormComments). Or you can send your comments to Internal Revenue Service, Tax Forms and Publications Division, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send Form 8655 to this address. Instead, see *Where To File*, earlier.

## Contact Information

Company Legal Name

DBA Name (if applicable)

FEIN

Contact Person Name

Phone: 801-845-4012

Email:

## Default Bank Account Information

Bank Name

Bank Address

Bank Routing Number

Bank Account Number

## Service Fees

Client authorizes isolved to debit Client bank account at the beginning of each month, or at any other time as previously agreed, for the service fees as well as any other additional fees agreed upon and rendered that are associated with the Documentation.

Use Default Bank Account

Not Applicable

Use Separate Account for Service Fees

Primary Contact

Title

Phone

Email

Bank Name

Bank Phone Number

Bank Transit Routing Number: ABA#

Bank Account Number

Bank Address

City

State

Zip

\*\*Client\* has the same meaning in this Client Electronic Funding Authorization ("Authorization") as "Employer" in the Documentation.

\*\*Client agrees that for any services or fees added or any other changes to Client's services after the Effective Date (as defined in the Documentation), isolved will use the Default Bank Account identified in this Authorization for withdrawals or debits associated therewith, unless Client amends this Authorization.

## Payroll ACH Processing

If the services provided hereunder include Direct Deposit Services, Client authorizes isolved to debit Client Accounts in the amount of the payments to be made on behalf of Client in accordance with the Documentation, including any Fees. The funds transfer from Client to isolved will occur on the first Business Day prior to the date that payroll deposits are to be made to the Payee Accounts (the "Check Date"). Client will arrange with isolved to transmit its payroll data including payroll amounts, payroll dates, employee bank account information, and any other information provided to isolved in connection with the Services (collectively, the "Payroll Data"). isolved will timely attempt to process but shall not be liable for stop payments and direct deposit debits requested by Client. isolved will retain the interest earned on Client funds held in an isolved account while payment of such funds to others is pending.

Client and Employee Authorizations. Client shall obtain and maintain, at its sole cost and expense, any and all licenses, permits and other authorizations necessary to perform its business and duties hereunder in a lawful manner including the debiting and crediting to the designated bank accounts of Client's employees (the "Payee Accounts") and the debiting of payments from the Client's authorized accounts (the "Client Accounts"). Prior to the first credit or debit to the account of any employee or other individual (a "Payee"), Client will obtain an Employee Direct Deposit and Debit Authorization in the form required or approved by isolved ("AEDDA") from such Payee. The AEDDA will include (i) authorization from such Payee to the initiation of credits and debits from any such Payee's account and (ii) an agreement from such Payee to repay and authorization to withhold from future checks that may be payable to such Payee, any funds deposited in error to such Payee Account that may not be available to reverse due to insufficient funds in such Payee's Account, closure of such Payee Account or other reason. Client will retain a copy of each AEDDA during the period such AEDDA is in effect and for two years thereafter and will furnish such copy to isolved upon request. Client represents and warrants to isolved and for the benefit of the bank originating (the "Originating Bank") debit/credit instructions on isolved's behalf, if applicable, that: (a) each credit and debit (reversing or correcting a prior payroll credit) to the account of a Payee is timely and has been authorized pursuant to an AEDDA signed by such Payee and held by Client; (b) at the time any debit/credit is made to the account of any such Payee, Client has no knowledge of the revocation or termination of such AEDDA; c) each debit to the account of a Payee is for a sum which is due and owing to Client, and that Client has the Payee's authorization to make the debit; (d) the amount indicated by Client as being owed to each Payee is in fact due and owing to such Payee; and (e) Client's electronic credit payments comply with United States laws and all other applicable laws.

The payment for Payroll ACH services rendered will be direct debited from Employer's bank account listed above or you can complete the information below if you would prefer a different account be used for your payroll and tax filing obligations

Use Default Bank Account

Not Applicable

Use Separate Account for Payroll ACH

Primary Contact

Title

Phone

Email

Bank Name

Bank Phone Number

Bank Transit Routing Number: ABA#

Bank Account Number

Bank Address

City

State

Zip



This Authorization is executed pursuant to and shall be incorporated into as an integral part thereof, the Documentation between isolved and Client for the provision by isolved of certain administrative services related to certain Client benefit plans ("Benefit Plan(s)") and other services to Client, as such may be amended from time to time. Client hereby authorizes isolved to initiate debit entries and/or credits from time to time to the most recently provided Client bank account (or default bank account, whichever is provided last in time) on record with isolved for transactions associated with the Documentation, including but not limited to recurring service fee payments and/or reimbursements. Client must notify isolved of any change to the then current Client bank account on record with isolved by written notification to isolved as required by isolved no less than thirty (30) calendar days in advance of the desired effective date of the change. Client understands the National Automated Clearinghouse Association Rules ("NACHA Rules") and laws of the United States will apply and Client agrees to comply at all times with same. Client represents and warrants to isolved that Client's electronic credit payments comply with NACHA Rules and all applicable laws and isolved reserves the right to and Client agrees to allow isolved from time to time to audit Client's compliance with applicable laws. Client represents and warrants that it shall produce evidence of this Authorization and authorization of Payee Accounts upon request from isolved, the relevant bank any interested regulator(s).

**The person executing this Authorization on Client's behalf is a duly authorized representative of Client, with full power and authority to bind Client as set forth herein. isolved may at any time and for any reason terminate this Authorization after providing Client reasonable notice.** This Authorization shall remain in full force and effect until termination of the Documentation or written notice of the termination of this Authorization in such time and manner as to allow isolved and any third parties involved in the debit entries and/or credits a reasonable opportunity to act upon such notice.

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Employer

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Signature

---

Print Name

---

Title

---

Date

---



**Dominion Payroll**<sup>®</sup>

# AUTHORIZATION to Access Data



Whereas, \_\_\_\_\_ ("Client") has entered into a Payroll Processing Agreement with Dominion Payroll Services ("DPS") and Client has an existing relationship with another payroll provider and that payroll information is available on the internet, Client hereby authorizes DPS to access that payroll data solely for the purpose of converting Client's data to DPS. Client warrants that DPS is authorized to access this information and will indemnify and hold DPS harmless from any liability, loss, damage costs (including reasonable attorney's fees), fees, or fines arising from third party claims relating to DPS's access of this data for the purpose of conversion.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## REQUESTED DOCUMENTS



The information below details the documents that are needed for the next steps in the Implementation process. Please upload these documents using the secure button links below.

### Banking Information

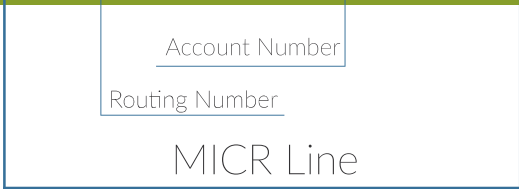
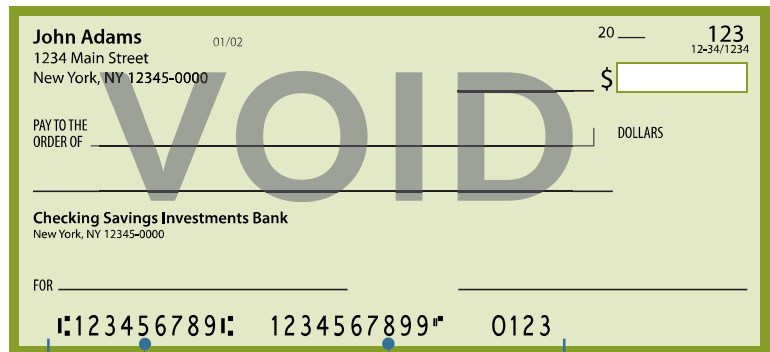
To process your payroll, we will require your MICR banking information - with your **routing number** and **account number**.

This information can be provided via:

1. Voided business check.

2. **If a voided business check is not available**, a bank letter confirming payroll bank account routing and account number with a MICR form from the client's bank to ensure that the proper check printing alignment is achieved during setup is acceptable.

3. **If no voided business check or bank letter is available**, we can accept a letter on the client's letterhead that has a wet signature from the client's check signer that list the payroll bank account routing and account number and a MICR form from the client's bank will still be required to ensure that the proper check printing alignment is achieved during setup. This letter must be received via the Secure File Exchange, it cannot be emailed.



**<- Upload Banking Information**





# REQUESTED DOCUMENTS



## IRS FEIN Verification

- **FOR NEW BUSINESSES**, an IRS Confirmation of Federal Employer Identification Number (Form SS-4).  
\* If Form SS-4 is not available, we can accept any letter from the IRS, IRS Notice, or a screenshot from the IRS website with the Legal Name, EIN, and current address.
- **FOR EXISTING BUSINESSES**, Form SS-4 or 147c  
\* If Form SS-4 or 147c are not available, we can accept any letter from the IRS, IRS Notice, or a screenshot from the IRS website with the Legal Name, EIN, and current address.

 **<- Upload IRS FEIN Verification**

## Payroll Check Signature(s)

Sign a white piece of paper with a black pen or sharpie - as you would sign on your company's check signature line. Please scan or take a photo of this signature and upload the signature below.

*\* If dual signatures are required on the checks, please place both on the piece of paper stacked one on the top and one on the bottom.*

### Contract Signer's Information<sup>1</sup>

 **<- Payroll Check Signatures**

Full Name \_\_\_\_\_ Title \_\_\_\_\_

Phone Number 801-845-4012 Email \_\_\_\_\_

Company Legal Name \_\_\_\_\_

<sup>1</sup> Company Bank Account Signer/Contract Signer or Business Principal. \*You may receive a notification from Plaid, our bank verification tool, if you are newly registered with the IRS or if you are newly registered with the SCC.

## State Tax Notice

As part of our compliance with state and local tax laws, we are required to collect sales tax on applicable products and services unless your organization is exempt.

Yes, we are exempt.     We are not exempt.     **<- Submit your tax exempt certificate here.**





At Dominion Payroll, we are dedicated to providing you a seamless implementation process and award winning service. This document serves as a foundational blueprint to guide our collaborative effort of a successful implementation process. We appreciate your time and participation to provide this important information. Please do not hesitate to reach out if you need guidance or have any questions.

## General Company Information

Legal Company Name\*: \_\_\_\_\_

"Doing Business As" (DBA) Name\*: \_\_\_\_\_

Federal ID\*: \_\_\_\_\_

Core Business Hours: \_\_\_\_\_

### Industry Information

NAICS code \_\_\_\_\_ [Find your code here >> NAICS Search](#)

Does your company have a different fiscal year than the calendar year?  Yes  No

If so, when does your fiscal year start? \_\_\_\_\_

Has this company had prior payroll, or are you starting a new business?

Prior Payroll  New Business

*[For tipped businesses only]* If the employee does not claim enough tips to bring them to minimum wage, does the restaurant want us to:

**Declare more tips for employee** - employee and employer taxes are calculated on the additional tips, but the additional tip amount is not included in the employee's pay

**Pay Employee More** - this option increases the employee's pay to satisfy the minimum wage requirement.



Company Location & Contact Information

Legal Company Address\*

Address 1: \_\_\_\_\_ Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Company Phone Number\*: \_\_\_\_\_ 801-845-4012

Primary Delivery Address\* Same as primary address?  Yes  No

Address 1: \_\_\_\_\_ Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Do you have employees in more than one work location?  Yes  No

*If yes, please fill out the Work Locations Addendum.*

Primary Contact Information\*

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ 801-845-4012

Will your company have additional authorized contacts?  Yes  No

*If yes, please fill out the Company Contacts Addendum.*

In order for our Tax onboarding team to serve you efficiently, please list which states you have payroll tax accounts in (state withholding and/or unemployment).

\_\_\_\_\_

Company Benefits

- Medical
- Vision
- Group Term Life
- HSA
- Dental
- Deferred Comp (Retirement)
- Paid Time Off
- FSA



## Company Payroll Details

List the tiers of your organizational structure, separated by commas from largest to smallest  
(e.g. Division, Department, Team). \_\_\_\_\_

How frequently do you pay your employees? *If you have multiple frequencies, select all appropriate options.*

- Select...**
- Weekly, paid on \_\_\_\_\_  Monthly, paid on \_\_\_\_\_
- Select...**
- Bi-weekly, paid on \_\_\_\_\_  Quarterly, paid on \_\_\_\_\_
- Semi-monthly, paid on \_\_\_\_\_  Annually, paid on \_\_\_\_\_

What will the pay period and check date associated with your first live DP payroll run be?

Period Start Date: \_\_\_\_\_

Period End Date: \_\_\_\_\_

Check Date: \_\_\_\_\_

If check date falls on a weekend or holiday; select the preferred pay date below:

- Pay early  Pay late  Split date (Sat = Pay Fr or Sun = Pay Mon)

What days of the week are work days for your salaried employees?

- Sunday  Tuesday  Thursday  Saturday
- Monday  Wednesday  Friday

## Additional Important Information



Please fill out the provided contact form for each authorized contact you wish to add to the system.

## Primary Contact Information



Company Name: \_\_\_\_\_

Client ID: \_\_\_\_\_

Primary Contact Full Name \_\_\_\_\_

Primary Contact Title: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Primary Contact Phone Number: \_\_\_\_\_ **801-845-4012**

## Additional Contact Information

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### Contact Type:

- |   |  |   |
|---|--|---|
| <input type="radio"/> Primary Contact               | <input type="radio"/> Billing/Invoice Questions          | <input type="radio"/> Tax Questions and Notices                   |
| <input type="radio"/> Business Owner                | <input type="radio"/> Receive DP Critical Communications | <input type="radio"/> 401k / Retirement                           |
| <input type="radio"/> Name listed on Tax forms      | <input type="radio"/> Receive DP News                    | <input type="radio"/> 3 <sup>rd</sup> party Benefits Broker       |
| <input type="radio"/> Processes/Reviews Payroll     | <input type="radio"/> Employment Verifications           | <input type="radio"/> 3 <sup>rd</sup> party CPA/Accountant        |
| <input type="radio"/> Direct Deposit Returns        | <input type="radio"/> General Ledger                     | <input type="radio"/> 3 <sup>rd</sup> party Financial/Tax Advisor |
| <input type="radio"/> Show on Employee Welcome page | <input type="radio"/> Human Resources                    | <input type="radio"/> 3 <sup>rd</sup> party HR Consultant         |
| <input type="radio"/> ACA Review and Approval       | <input type="radio"/> Location Manager                   | <input type="radio"/> Other 3 <sup>rd</sup> party Service Partner |
| <input type="radio"/> Employee Benefits             | <input type="radio"/> Workers Comp                       |   |

Comments



Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Contact Type:**

- Primary Contact
- Business Owner
- Name listed on Tax forms
- Processes/Reviews Payroll
- Direct Deposit Returns
- Show on Employee Welcome page
- ACA Review and Approval
- Employee Benefits
- Billing/Invoice Questions
- Receive DP Critical Communications
- Receive DP News
- Employment Verifications
- General Ledger
- Human Resources
- Location Manager
- Workers Comp
- Tax Questions and Notices
- 401k / Retirement
- 3<sup>rd</sup> party Benefits Broker
- 3<sup>rd</sup> party CPA/Accountant
- 3<sup>rd</sup> party Financial/Tax Advisor
- 3<sup>rd</sup> party HR Consultant
- Other 3<sup>rd</sup> party Service Partner

Comments

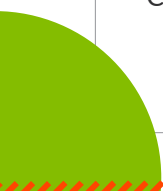
Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Contact Type:**

- Primary Contact
- Business Owner
- Name listed on Tax forms
- Processes/Reviews Payroll
- Direct Deposit Returns
- Show on Employee Welcome page
- ACA Review and Approval
- Employee Benefits
- Billing/Invoice Questions
- Receive DP Critical Communications
- Receive DP News
- Employment Verifications
- General Ledger
- Human Resources
- Location Manager
- Workers Comp
- Tax Questions and Notices
- 401k / Retirement
- 3<sup>rd</sup> party Benefits Broker
- 3<sup>rd</sup> party CPA/Accountant
- 3<sup>rd</sup> party Financial/Tax Advisor
- 3<sup>rd</sup> party HR Consultant
- Other 3<sup>rd</sup> party Service Partner

Comments





Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Contact Type:**

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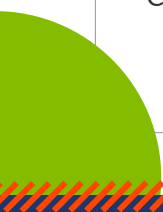
Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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- 3<sup>rd</sup> party Financial/Tax Advisor
- 3<sup>rd</sup> party HR Consultant
- Other 3<sup>rd</sup> party Service Partner

Comments





## Additional Company Location(s)

Location Name:

Address Line 1:  Address Line 2:

City:  State:  Postal Code:

Receives Payroll Deliveries:

Delivery Contact Name<sup>1</sup>:

Location Name:

Address Line 1:  Address Line 2:

City:  State:  Postal Code:

Receives Payroll Deliveries:

Delivery Contact Name<sup>1</sup>:

Location Name:

Address Line 1:  Address Line 2:

City:  State:  Postal Code:

Receives Payroll Deliveries:

Delivery Contact Name<sup>1</sup>:

<sup>1</sup>Please include full contact information details for and delivery contacts on the Company Contacts Addendum.



Human Capital Management for: **Morgan County Utah**  
 (200 Employees, Bi-Weekly)

---

Base Charge .....	\$0.00
<i>Included</i>	
PEPM .....	\$2500.00
<i>\$0 base charge, plus \$12.5 per active employee</i>	
Employee Pays .....	\$0.00
<i>Included</i>	
Employer Services - HRIS .....	\$0.00
<i>Included</i>	
Electronic Transmittal .....	\$0.00
<i>Included</i>	
Onboarding .....	\$0.00
<i>Included</i>	
Offboarding .....	\$0.00
<i>Included</i>	
Attract and Hire .....	\$0.00
<i>Included</i>	
Accruals and Absences .....	\$0.00
<i>Included</i>	
Time - iSolved with Basic Scheduling .....	\$0.00
<i>Included</i>	
Time - Geofencing .....	\$0.00
<i>Included</i>	
Employee Navigator Integration .....	\$0.00
<i>Included</i>	
GL - Reporting .....	\$0.00
<i>Included</i>	
The Work Number .....	\$0.00
<i>Included</i>	
FinFit .....	\$0.00
<i>Included</i>	
Giving and Volunteering .....	\$0.00
<i>Included</i>	
ZayZoon .....	\$0.00
<i>Included</i>	

---

**Total Costs Per Month** **2,500.00**

**One-Time Fees:**

Implementation - Payroll ..... \$1500.00



**Total One-Time Fees**

**\$0.00**

**Periodic Fees:**

Active Employees (Not Paid) : *\$2 per active employee not paid*

Annual Maintenance Fee : \$299

FinFit : *Included*

Delivery - Live Check : \$25

New Hire Reporting : *Included*

Professional Services - W-2's : *\$65 base charge, plus \$5 per form*

Tax - Quarterly Filing : \$50

Third Party Payments/Garnishments : *\$3 per transaction*

**Notes:**

This quote is valid for 30 days from the date presented.

\_\_\_\_\_  
Client Signature

*This quote is valid for 30 days from the date presented.*



## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: 435.800.8724

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

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

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

commission Meeting Date:	<u>04/07/2026</u>	Time Requested:	_____
Name:	<u>Haley Johnson</u>	Phone:	<u>(208) 602-5518</u>
Address:	_____		
Email:	<u>hjohnson@morgancountyut.gov</u>	Fax:	_____
Associated County Department:	<u>Fair</u>		

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

Ticketing platform proposals for fair & rodeos

**WILL YOUR AGENDA ITEM BE FOR:**

**DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY**

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

Ticket Platform Proposals										
Company	Contract	Online	Cash	Card Processing	Box Office	Comp Tickets	Non-Ticketed Registrations?	Contract Options/Add-ons	Haley's Notes	
TicketSpice	12-month	\$0.99 per ticket for tickets that are priced over \$5.00 and \$0.49 for tickets under \$5	FREE - no software fees	Webconnex Payments 2.9% + \$0.30 transaction	Box office fees: \$0.49 for tickets that are purchased with Debit or Credit card (in-person)	\$0 per ticket	yes -- Online and comped rules apply	Marketing Bundle +\$0.25 per ticket OR 3 year agreement (1 year Free, 2 year +\$0.15 cents and 3 year +\$0.25 cents)	<i>My 1st choice &amp; recommendation. However, not compatible with Venmo.</i>	
vFairs	12-month	<--- \$7000 flat --->						included	Multi year discounts: 3-year commitment (annual payment) of \$7k each year = 10% discount. OR 3-year commitment (paid upfront) of \$16,800 includes a 20% discount	<i>originally proposed over \$21k flat. Also, while capable of providing for our event, this platform seems to be geared more towards virtual conferences.</i>
iTickets	36-month	iTickets proposes a service fee of \$1.25 per Ticket and annual increase of \$.10 per ticket	same as online	4% if using iTickets Stripe Account OR Third Party of choice	same as Online	\$0 per ticket	yes -- Online and comped rules apply	Monthly automated Ticket Alert emails starting at on-sale. Inclusion of events in the "Upcoming Events" section on iTickets.com.	<i>Smaller company of 25 employees. Comparable platform to Core/Jubilee. Originally proposed \$2.50 per ticket.</i>	
Saffire	12-month	7% of ticket price	7% plus \$0.50 per ticket	4% if using Saffire's merchant account OR Third party of choice	7% plus \$0.50 per ticket	\$0 per ticket	Yes- no fees	n/a	<i>My second choice. Similar capabilities and quality as TicketSpice.</i>	

# Request for Proposal (RFP)

## Ticket Management Platform Morgan County Fair

### 1. OVERVIEW

The Morgan County Fair is seeking proposals for a ticket management and sales platform to replace the Jubilee system.

- Annual ticket revenue: \$95,000
- Primary use: RMPRA rodeo ticket sales (two rodeos)  
Secondary use: Fair attraction and wristband sales  
Additional use: Contest participants registration and vendor registration sales

### 2. TICKETING NEEDS

The platform must support:

#### Rodeo Tickets

- Online and on-site cash sales
- Multiple ticket type options
- QR tickets and multiple ticket scanning doors at entry
- Interactive seat map with easy navigation
- Promo codes for sponsors
- Ability to collect demographic data of ticket buyers (*preferred but not required*)

#### Attraction Tickets & Wristbands

- Tickets and/or wristbands for attractions and rides (single day and multi-day)
- On-site sales and redemption tracking

#### Activities, Contests, & Tournaments

- Participant registration

### 3. REQUIRED FEATURES

- Online ticket sales (mobile-friendly)
- On-site box office sales
- Mobile scanning (with offline capability preferred)
- Real-time sales and revenue reporting
- Credit/debit card and mobile payments (Venmo, Apple Pay, Google Pay, etc.)
- easy and fast ticket scanning for volunteer use
- Event-day customer support

## Request for Proposal (RFP)

- Revenue tracking by event, day, ticket type, and/or attraction
- Exportable reports (CSV, Excel, PDF)

### 4. IMPLEMENTATION

Vendors should describe:

- Setup and onboarding process
- Implementation timeline
- Training for staff and volunteers
- Event-day support

### 5. PRICING

Proposals must clearly outline:

- Ticketing and processing fees
- Any setup or monthly fees
- Hardware costs (if applicable)

### 6. SUBMISSION

- **Submission Deadline:** February 11<sup>th</sup>, 2026 5pm MST
- **Place of Submission:**
  - **Hard Copies:** Morgan County Manager, 48 W Young Street – Box 886, Morgan, UT 84050.
  - **Email:** [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

### 7. INCOMPLETE or LATE PROPOSALS

Proposals that are determined to be incomplete, or that are turned in after the deadline may be rejected.

### 8. DISCLAIMER

The County reserves the right to reject any and all proposals or re-bid the project. The County also reserves the right to waive any or all informalities in proposals. Morgan County reserves the right to negotiate a final term with the successful proponent.



## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: 435.800.8724

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

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

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

commission Meeting Date:	<u>04/07/2026</u>	Time Requested:	_____
Name:	<u>Nine Line Buster</u>	Phone:	<u>(801) 920-1144</u>
Address:	<u>18 w vista dr</u>		
Email:	<u>Joncannon7@gmail.com</u>	Fax:	_____
Associated County Department:	<u>Airport</u>		

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

To resolve concerns regarding County Code and current Leases.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

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

# **Airport Lease Agreement**

## **Morgan County, Utah**

**(May 6, 2025)**

This Airport Lease Agreement (this “Lease”) is made as of May 6, 2025, by Morgan County (the “County”) and

**9LINE HOLDINGS, LLC** (“Lessee”) with a mailing address of:  
6472 Willow Creek Rd  
Mountain Green, UT 84050

(referred to hereafter separately or collectively as a “Party” or the “Parties”).

**WHEREAS**, the County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below:

**NOW THEREFORE**, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport otherwise legally described in **Exhibit A** as hangar KK-1 and depicted by the red border (the “Premises”) of the Airport Master Plan (as amended, supplemented, or revised prior to the date hereof), for the purpose of Lessee’s construction and operation on the Premises of a commercial aircraft hangar (the “Hangar”). The use of such hangar shall be governed by Sections 155.200 through 155.207 Airport Overlay Zone (“AOZ”) of the Morgan County Code, and under the following terms:

**A.** Lessee shall store aircraft in the Hangar only if essential for the commercial use. Any aircraft stored in the Hangar shall be in accordance with all applicable state and federal regulations.

**B.** Lessee may perform commercial aviation related activities, including but not limited to, FAA approved air taxi and charter operation, pilot training, aircraft paint shop, aircraft sales, fixed base operations, aviation fuel sales, sale of aircraft parts, short term aviator lodging rental, avionics repair and refurbishment, propeller repair and refurbishment, nondestructive aircraft inspection and engineering, and professional aircraft maintenance services specific to airframe and powerplant repair or refurbishment. (For a description of commercial operations, see Section 155.206 of the Morgan County Code). Lessee is restricted from storing aircraft in the Hangar if such storage is not essential and ancillary to the commercial aviation related activity.

**C.** While it is the intention of the County to pursue additional airport improvements, the County makes no guarantee that additional airport improvements will be completed.

**2. LEASE TERM & RENT:** Lessee agrees to lease the Premises for a term of **30 years** for an annual base rent equal to **26.23¢ per leasable square foot** of building footprints for the hangar. (Lease rate to match the rate of the 9Line Hangar Lease dated August 2, 2022) The term and base rent shall begin

upon the signing of this Lease. Base rent thereafter shall be adjusted annually for inflation by increasing the base rent by three percent (3%) per annum, compounded annually. The three percent (3%) annual adjustment will commence on January 1<sup>st</sup> of the first full year of the Lease term. Additionally, every five (5) years of the Lease term, at the discretion of the Morgan County Commission, there may be a rate increase up to, but no more than, the cumulative change in the Consumer Price Index (CPI) over the prior five (5) year period. The base rent must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year of the Lease term.

Lessee also agrees to pay and keep current all property and excise taxes that are legally imposed on the Hangar and personal property located on the Premises or within the Hangar, including aircraft located on the Premises or owned by Lessee and otherwise located at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the Hangar more than six months in a calendar year, including registration numbers. The County reserves the right, with at least 24 hour prior notice to Lessee, to enter upon the Premises and the Hangar through its designated agents or employees for the purpose of inspecting said Premises and Hangar. Failure to pay any tax or other assessment shall be deemed a violation of terms of this Lease for which the Lease shall be terminated in accordance with Section 8(A) of this Lease.

**3. BUILDINGS, GROUNDS, & INFRASTRUCTURE:** Lessee shall make land and building improvements and maintain any Hangar subject to Title 15 of the Morgan County Land Use Management Code (in effect as of the date this Lease is executed) and the following conditions:

**A.** All building construction and major improvements must be completed within 2 years and six months from May 1, 2025. If construction has not been completed by that deadline, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. In the event of a termination pursuant to this Section 3(A) of this Lease, all prior payments made by the Lessee pursuant to this Lease shall be deemed fully earned by the County upon payment thereof and will not be reimbursed or otherwise returned to Lessee. All construction must be structurally sound and kept and maintained in good repair and condition. If the Lessee exhibits good faith and delays are due to unforeseen construction contingencies outside Lessee's control, the County shall not unreasonably withhold requests by the Lessee for reasonable extensions.

**B.** Lessee agrees, at their own expense, to cause the Premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of Lessee to maintain the Premises and the immediate surroundings of the Premises in a clean, neat and orderly condition.

**C.** Lessee agrees, at their own expense, to cause to be removed from the Premises and from the airport all waste generated by Lessee or the Lessee's operation at the Premises, except temporarily in connection with collection for removal.

**D.** No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan (as amended, supplemented, or revised from time to time), in order to accommodate wingspan intrusion into said 10-foot strip by any aircraft being operated on the airport.

**E.** Lessee shall have the right to sell to others, or remove from the Premises, after obtaining a demolition permit from the County, any improvements erected or owned by Lessee during the

lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with the County. The new owner shall be subject to such terms and conditions as are determined by the County.

**F.** Lessee shall be responsible for installation and maintenance of all necessary infrastructure (e.g. water, sewage, gas, etc.) and shall not be subject to an infrastructure fee. At the conclusion of the Lease, all such infrastructure shall be stubbed by the Lessee and delivered to the County in good condition. During the term of the Lease, Lessee shall be responsible for all infrastructure maintenance from the stubbed lines to the hangars and the County shall be responsible for all infrastructure maintenance up to the stubbed lines.

**G.** Lessee shall be responsible for installation of the hard surface shown in Exhibit A excluding the extension of the parallel taxiway. County shall thereafter be responsible for maintenance of the hard surface.

**H.** Lessee agrees to construct a Hangar in accordance with Phase II of the Airport Master Plan (as amended, supplemented or revised at the time a permit for construction is obtained) and Morgan County Code (in effect as of the date this Lease is executed). Phase II of the Airport Master Plan is accepted by the County as outlined in **Exhibit B – Drawings/Plans**.

**4. SUBLETTING:** Lessee shall not assign this Lease without prior written approval of the County Commission. If Lessee elects to assign this Lease, the County has the option to renegotiate Section 2 of the Lease prior to approval of the assignment. Prior to assignee conducting any commercial activity on the Premises, the County will require the assignee to obtain the necessary Conditional Use Permit and any other land use approvals through the Planning and Development Department. The use of any hanger space by parties other than Lessee is still subject to and required to comply with all the terms of this Lease, including the general liability insurance that is required to be mandated in accordance with Section 5 of this Lease. All sections of this Lease must be complied with prior to any use of a Hanger by the sub-lessee.

**5. LIABILITY:** Lessee and any and all sub-lessees shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the Premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the Premises, the roads, driveways or other public places used by Lessee or any sub-lessee at the airport. Part of the foregoing obligation of Lessee and each sub-lessee under this section shall be met by Lessee and each sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's or sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's or sub-lessee's liability by reason of its conduct; or that of any of its employees, agents, or servants in connection with its use and occupancy of the Premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident (or such higher amount as the County may reasonably require during the term of this Lease). Lessee and each sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee and each sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee or sub-lessee has knowledge.

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** Lessee will not use or occupy the Premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should they be adopted by the County) and orders of all governmental authorities in effect as of the date this Lease is executed. To the extent any future law, ordinance, rule, regulation, requirement, minimum standard, or any other decree from a governing authority contradicts, contravenes, or otherwise conflicts with the terms of this Lease, either directly or indirectly, this Lease shall control. Furthermore, the law in effect as of the date this Lease is executed shall apply and Lessee shall be considered *grandfathered* into any law adopted or otherwise enforced on Lessee thereafter.

Notwithstanding the foregoing, Lessee agrees to work in good faith with the County to ensure the safety and security of the Airport, and may, in its sole and absolute discretion, and without waiving its grandfathered status, comply with future laws as may become necessary to maintain the safety and security of the Airport.

**7. LEGAL FEES:** In the event of a material and substantial breach of this Lease by any Party, the non-breaching Party shall be entitled to receive from the breaching Party all reasonable and necessary costs to enforce the terms and conditions of this Lease including, but not limited to, reasonable attorneys' fees and expenses incurred by the non-breaching Party.

**8. TERMINATION:** It is covenanted and agreed that:

A. If either Party shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this Lease may be terminated by either Party upon delivery of written Notice of Termination to the other Party.

B. Lessee can terminate this Lease by giving sixty (60) days written notice to the County. Should the Lessee terminate this Lease, the County may, but shall not be required, to purchase the Hangar from Lessee upon terms as the parties may agree. The County may terminate this Lease at any time by giving sixty (60) days written notice upon a declaration by the County that a public emergency exists requiring such termination. In the event that it is necessary for the County to terminate this Lease prior to the term set forth in Section 2 of this Lease, Lessee shall have the option either to follow the procedure set forth in Section 8(C) of this section or to receive compensation at fair market value for the buildings and improvements owned by Lessee as established by an appraiser agreed upon by the County and Lessee.

C. Upon the termination of this Lease, the buildings, improvements and other personal property erected or located upon the Premises shall remain the property of Lessee. With exception of the utility infrastructure owned by Lessee, the Lessee shall have the right to remove its buildings, improvements, and other personal property from the Premises within sixty (60) days from the date of the termination of the Lease. Any property not so removed within said sixty (60) day period, shall be considered abandoned property and shall become the property of the County. In the event Lessee elects to remove said building improvements, the Premises shall be left in a clean and graded condition with all utilities properly capped in place.

D. If Lessee does not remove the buildings, improvements, or other personal property erected or located upon the Premises in accordance with Section 8(C) above, the County may remove Lessee's property and return the Premises to a clean and graded condition with all utilities properly capped in place at the Lessee's expense.

**9. RIGHT TO RENEW & EXTEND:** Lessee shall have the right to extend this Lease for one (1) additional term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The right to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term of this Lease, Lessee shall notify the County in writing that it is exercising its Right to Renew to lease the Premises for an additional 30-year term.

If the additional 30-year term is approaching expiration, the County may consider, but is not obligated to offer, an additional 10-year term to Lessee. If the airport is still operating and the Lessee has complied with all terms of the Lease, Lessee has the first right of refusal to extend the Lease for an additional 10-year term upon County approval. If approved, Lessee shall follow the timeline of exercising its option to extend according to the same time frame as outlined above.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this Lease is found to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

**11. LEASE MODIFICATIONS & AMENDMENTS:** This Lease may not be modified or amended except by written agreement signed by all parties.

**12. CONDITIONAL USE PERMIT:** Lessee shall obtain a CUP prior to executing this Lease. The CUP shall be part of this Lease and incorporated herein by reference. It is attached as **Exhibit C**.

**13. ENTIRE AGREEMENT:** Unless specifically stated otherwise herein, this Lease constitutes the entire agreement and understanding between the parties. To the extent any parole evidence (e.g. emails, communications, etc.) conflict or contradict the terms contained herein, the plain meaning of the terms of this Lease shall control.

**14. WAIVER:** Failure by either Party to enforce or exercise any rights contained herein shall not constitute a waiver of that right. Any waiver must be written and signed by the waiving Party.

IN WITNESS THEREOF, the County and Lessee have executed this Lease as of the dates set forth below.

Date: 4/3/25

Witness: Deslie a Hyde

By: Morgan County Commission

Matthew Wick  
Chair

Date: 30 May 2025

Witness: Deslie a Hyde

By: Lessee  
Brian A. Hunt

Approved as to Form:

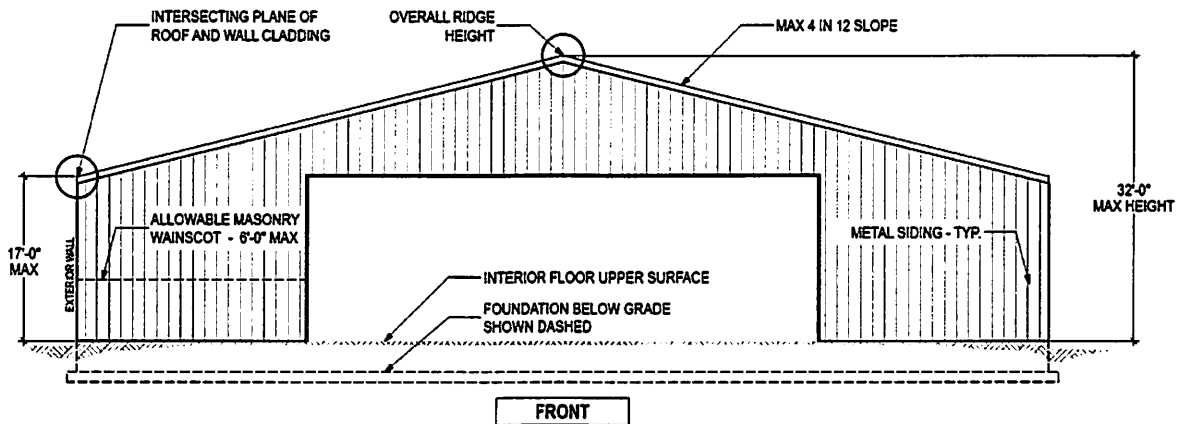
Darrett J. Smith  
Morgan County Attorney



## EXHIBIT B – Drawings / Plans

Hangars and any other buildings in Phase II of the Airport Master Plan that may be erected upon the airport under this lease agreement shall conform to the following standards:

1. Compliance with FAR Part 77, as verified by an Aviation Impact Analysis from the FAA (Federal Aviation Administration), which analysis shall be submitted with the application for building permit.
2. Compliance with the fire code adopted by the county.
3. Compliance with the building code adopted by the county, verified by the county building department.
4. The overall height of the exterior walls of any building shall not exceed seventeen feet (17'), inclusive of the interior portion of any permitted stem or foundation wall, which wall height shall be defined as the distance from the upper surface of the interior floor to the lowest point that the plane of the roof cladding intersects the plane of the wall cladding.



5. The overall height of any building erected in Phase II of the airport, and under this lease agreement, shall not exceed thirty-two feet (32'), measured from the top of the grade level interior floor to the highest point of the roof of the building.
6. Architectural Standards: each hangar or other building under this lease agreement shall comply with the following architectural and design standards:
  - a. Buildings will be metal clad.
  - b. Building colors will be earth tones (examples: brown, gray, taupe, dark bronze, copper).
  - c. Stone or brick veneer wainscoting are permitted to a maximum height of six (6') from the upper surface of the interior floor.
  - d. Covered entry elements and sunscreens are permitted.
  - e. Entity signage shall not create night light pollution per County building requirements.
  - f. Metal clad roof finish will complement the building colors.
  - g. Rooflines shall be a maximum of a four-to-twelve (4:12) pitch.
  - h. Hangar roof peaks shall run from front to back, and not from side to side. (2010 Code; amd. Ord. 18-09, 11-13-2018; Ord. 20-15, 10-20-2020)



August 10, 2022

Buster Delmonte  
6472 Willow Creek Road  
Morgan, UT 84050

RE: 9Line Aviation Conditional Use Permit; Application # 22.003

Dear Mr. Delmonte,

On August 2, 2022, the Morgan County Commission approved your request for a conditional use permit for an Aviation Facility located at 3806 W Willow Creek Road. The approval was made with the following conditions:

1. A lighting plan showing the intensity and direction of area lighting and meeting MCC 8-6-44: OUTDOOR LIGHTING REQUIREMENTS. (8-11-6D and 8-8-5C)
2. A will serve letter from the water provider.
3. A landscaping plan including native and drought tolerant species in accordance with MCC8-5C-7III.B.3.
4. Plans showing the trash enclosure wall to be 6 feet or less.
5. Update Civil Engineering plans according to the review by Gardner Engineering (July 1, 2022) for site design, safety, utilities, and other important engineering features.

The next step in the process is to ensure complete compliance with the above-listed conditions of approval and to apply for a building permit with Morgan County. This letter is intended as a courtesy to document the status of your project. The official minutes from the County Commission meeting are available in the office of the Morgan County Clerk. If you have further questions, please contact me at [jcook@morgancountyutah.gov](mailto:jcook@morgancountyutah.gov) or 801-845-4015.

Respectfully,

Joshua Cook, AICP  
Zoning Administrator

**AIRPORT LEASE AGREEMENT**  
**Morgan County, Utah**  
**(March 6, 2012)**

This agreement of Lease made as of 21 Jan 13 by Morgan County (The County) and

Roland Sinfield (The Lessee) with a mailing address of:

P.O. Box 513

Morgan, UT 84050

**WHEREAS**, The County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below;

**NOW THEREFORE**, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot A2 in Exhibit A attached hereto and incorporated herein by reference for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 17 Airport Overlay Zone (AOZ) of the Morgan County Land Use Management Code, and under the following terms:

A. Lessee shall be allowed to store their aircraft following applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 7 [Commercial Activities] of the Morgan County Airport Code [Ordinance]).

C. While it is the intention of The County to pursue additional airport improvements including a new taxiway, aprons and roads. The County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** The Lessee agrees to lease the premises for a term of 30 years with the first 2 years payable up front and pay an annual lease amount to The County equivalent to \$.15 cents per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually. Compounded. The lease fee must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year.

If the original lease is signed after January 1<sup>st</sup> of the 1<sup>st</sup> year, then the Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease for that portion of the 1<sup>st</sup> year. The Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property including aircraft located on the leasehold premises at the airport. The Lessee agrees to provide The County with a list of all

aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with prior notice to The Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this lease for which the lease shall be terminated in accordance with Section 8 (A).

**3. BUILDINGS AND GROUNDS:** The Lessee shall make land and building improvements and maintain any hangar subject to Chapter 17 of the Morgan County Land Use Management Code and the following conditions:

A. The Lessee's must sign a new lease agreement titled "Airport Lease Agreement Morgan County, Utah January, 2012", and, all buildings and major improvements must be commenced within one year from the date of the "2012" lease and be completely constructed within one year of commencement of construction and must be structurally sound and kept in good repair.

B. The Lessee agrees, at their own expense, to cause the premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of the Lessee to maintain the premises and the immediate surroundings of the premises, in a clean, neat and orderly condition.

C. Lessee agrees at their own expense, to cause to be removed from the premises and from the airport, all waste, garbage, rubbish and agrees not to deposit same, except temporarily in connection with collection for removal, on any part of the premises or other County property constituting the Airport.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as Shown on Exhibit A attached, in order to accommodate Wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

E. Lessee shall have the right to sell to others, or remove from the lease site, after obtaining a demolition permit from The County, any improvements erected or owned by the Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with The County. The new owner shall be subject to such terms and conditions as determined by The County.

F. Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of the Lessee and the Lessee shall have the right to remove the same from the premises, within sixty (60) days from the date of the termination of the lease. Any property not so removed within said sixty (60) day period, shall become the property of The County to be disposed of in such a way as it may be deemed fit. In the event the Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

**4. SUBLETTING:** The Lessee shall not assign this lease, or sublease the premises in its entirety without prior written approval of the County Council. The partial rental or sharing of the Lessee's hangar space with others, not a party to this lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hangar space by parties other than

the Lessee is still subject to and required to comply with all of the terms of this lease agreement, including the general liability insurance that is mandated in Section 5. All sections of this agreement must be complied with prior to any use of a hanger by the sub-lessee.

**5. LIABILITY:** The Lessee/sub-lessee shall indemnify and hold harmless The County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by the Lessee/sub-lessee at the airport. Part of the foregoing obligation of the Lessee/sub-lessee under this section shall be met by the Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at the Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to The County to cover the Lessee's/sub-lessee's liability by reason of its tortious conduct or that of any of its employees, agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. The Lessee/sub-lessee shall provide The County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to The County in the event of cancellation or material change of coverage. The Lessee/sub-lessee shall notify The County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered there under of which the Lessee/sub-lessee has knowledge,

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** The Lessee will not use or occupy the premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should be adopted by the County) and orders of all governmental authorities.

**7. LEGAL FEES:** Lessee will pay to The County reasonable attorney's fees if The County employs an attorney to protect the interest of The County in the event The Lessee is adjudged bankrupt, or legal process is levied upon the interest of the Lessee in this lease of said premises or in the event the Lessee violates any of the terms and employment of an attorney is necessary in the judgment of The County to enforce the provisions of this lease or otherwise to protect and defend the interests of The County.

**8. TERMINATION:** It is covenanted and agreed that:

A. If the lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this lease shall terminate.

B. The Lessee can terminate this lease by giving 30 days written notice. The County may terminate this lease at any time by giving 30 days written notice upon a declaration by The County that a public emergency exists requiring such termination. In the event that it is necessary for The County to terminate this lease prior to the term set forth in Section 2, The Lessee shall have the option either to follow the procedure set forth in Section 3(F) above or to receive compensation at fair market value for the buildings and improvements owned by the Lessee as established by an appraiser agreed upon by The County and The Lessee.

**9. OPTIONS TO EXTEND:** The Lessee shall have the right to extend this lease for a further term of 30 years provided that the Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term, the Lessee shall notify the Lessor in writing of its election to lease the demised premises for an additional term.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this lease is found to be invalid or unenforceable, the remainder of this lease shall not be affected thereby and each provision of this lease shall be valid and be enforceable to the fullest extent permitted by law.

**11. EXECUTION:** In witness thereof, The County and the Lessee have executed this lease.

Date: April 7th, 2026 [affirmed]

By: Morgan County Commission Chair

Witness: \_\_\_\_\_

\_\_\_\_\_

Date: 21 Jan 13

By: Lessee

Witness: Jan Seufield

Robert Seufield

# Airport Lease Agreement

Morgan County, Utah  
(March 6, 2012)

r  
MORGAN COUNTY  
For: MORGAN COUNTY  
REC \*

This agreement of Lease made as of Jan 15<sup>th</sup> 2013 by Morgan County (The County\_) and

Larry D. Hall (The Lessee\_) with a mailing address of:

P.O. Box 1010  
Morgan, UT 84050

**WHEREAS**, The County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below;

**NOW THEREFORE**, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot D-1 in Exhibit A attached hereto and incorporated herein by reference for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 17 Airport Overlay Zone (AOZ) of the Morgan County Land Use Management Code, and under the following terms:

**A.** Lessee shall be allowed to store their aircraft following applicable state and federal regulations.

**B.** Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 7 [Commercial Activities] of the Morgan County Airport Code [Ordinance]).

**C.** While it is the intention of The County to pursue additional airport improvements including a new taxiway, aprons and roads. The County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** The Lessee agrees to lease the premises for a term of 30 years with the first 2 years payable up front and pay an annual lease amount to The County equivalent to \$.15 cents per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually. Compounded. The lease fee must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year.

If the original lease is signed after January 1<sup>st</sup> of the 1<sup>st</sup> year, then the Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease for that portion of the 1<sup>st</sup> year. The Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property including aircraft located on the leasehold premises at the airport. The Lessee agrees to provide The County with a list of all

aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with prior notice to The Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this lease for which the lease shall be terminated in accordance with Section 8 (A).

**3. BUILDINGS AND GROUNDS:** The Lessee shall make land and building improvements and maintain any hangar subject to Chapter 17 of the Morgan County Land Use Management Code and the following conditions:

**A.** The Lessee's must sign a new lease agreement titled "Airport Lease Agreement Morgan County, Utah January, 2012", and, all buildings and major improvements must be commenced within one year from the date of the "2012" lease and be completely constructed within one year of commencement of construction and must be structurally sound and kept in good repair.

**B.** The Lessee agrees, at their own expense, to cause the premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of the Lessee to maintain the premises and the immediate surroundings of the premises, in a clean, neat and orderly condition.

**C.** Lessee agrees at their own expense, to cause to be removed from the premises and from the airport, all waste, garbage, rubbish and agrees not to deposit same, except temporarily in connection with collection for removal, on any part of the premises or other County property constituting the Airport.

**D.** No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as Shown on Exhibit A attached, in order to accommodate Wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

**E.** Lessee shall have the right to sell to others, or remove from the lease site, after obtaining a demolition permit from The County, any improvements erected or owned by the Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with The County. The new owner shall be subject to such terms and conditions as determined by The County.

**F.** Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of the Lessee and the Lessee shall have the right to remove the same from the premises, within sixty (60) days from the date of the termination of the lease. Any property not so removed within said sixty (60) day period, shall become the property of The County to be disposed of in such a way as it may be deemed fit. In the event the Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

**4. SUBLETTING:** The Lessee shall not assign this lease, or sublease the premises in its entirety without prior written approval of the County Council. The partial rental or sharing of the Lessee's hangar space with others, not a party to this lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hangar space by parties other than

the Lessee is still subject to and required to comply with all of the terms of this lease agreement, including the general liability insurance that is mandated in Section 5. All sections of this agreement must be complied with prior to any use of a hanger by the sub-lessee.

**5. LIABILITY:** The Lessee/sub-lessee shall indemnify and hold harmless The County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by the Lessee/sub-lessee at the airport. Part of the foregoing obligation of the Lessee/sub-lessee under this section shall be met by the Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at the Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to The County to cover the Lessee's/sub-lessee's liability by reason of its tortious conduct or that of any of its employees, agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. The Lessee/sub-lessee shall provide The County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to The County in the event of cancellation or material change of coverage. The Lessee/sub-lessee shall notify The County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered there under of which the Lessee/sub-lessee has knowledge,

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** The Lessee will not use or occupy the premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should be adopted by the County) and orders of all governmental authorities.

**7. LEGAL FEES:** Lessee will pay to The County reasonable attorney's fees if The County employs an attorney to protect the interest of The County in the event The Lessee is adjudged bankrupt, or legal process is levied upon the interest of the Lessee in this lease of said premises or in the event the Lessee violates any of the terms and employment of an attorney is necessary in the judgment of The County to enforce the provisions of this lease or otherwise to protect and defend the interests of The County.

**8. TERMINATION:** It is covenanted and agreed that:

**A.** If the lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this lease shall terminate.

**B.** The Lessee can terminate this lease by giving 30 days written notice. The County may terminate this lease at any time by giving 30 days written notice upon a declaration by The County that a public emergency exists requiring such termination. In the event that it is necessary for The County to terminate this lease prior to the term set forth in Section 2, The Lessee shall have the option either to follow the procedure set forth in Section 3(F) above or to receive compensation at fair market value for the buildings and improvements owned by the Lessee as established by an appraiser agreed upon by The County and The Lessee.

**9. OPTIONS TO EXTEND:** The Lessee shall have the right to extend this lease for a further term of 30 years provided that the Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term, the Lessee shall notify the Lessor in writing of its election to lease the demised premises for an additional term.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this lease is found to be invalid or unenforceable, the remainder of this lease shall not be affected thereby and each provision of this lease shall be valid and be enforceable to the fullest extent permitted by law.

**11. EXECUTION:** In witness thereof, The County and the Lessee have executed this lease.

Date: April 7th, 2026

By: Morgan County Commission Chair

Witness: \_\_\_\_\_

\_\_\_\_\_

By: Lessee

Larry D. Hall

**Airport Lease Agreement**  
**Morgan County, Utah**  
**(Revised April 2014)**

This agreement of Lease made as of 10/5/2021 by Morgan County (The County) and

MCRE, INC. (Lessee) with a mailing address of:

461 E 200 S suite 102

SALT LAKE City, UT 84111

**WHEREAS**, The County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below;

**NOW THEREFORE**, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot CC2-3 in Exhibit A attached hereto and incorporated herein by reference for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 17 Airport Overlay Zone (AOZ) of the Morgan County Land Use Management Code, and under the following terms:

**A.** Lessee shall be allowed to store their aircraft following applicable state and federal regulations.

**B.** Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 7 [Commercial Activities] of the Morgan County Airport Ordinance).

**C.** While it is the intention of The County to pursue additional airport improvements including a new taxiway, aprons and roads, The County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to The County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year.

If the original lease is signed after January 1<sup>st</sup> of the 1<sup>st</sup> year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease for that portion of the 1<sup>st</sup> year. Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property including aircraft located on the leasehold premises at the airport. Lessee agrees to provide The County with a list of all aircraft

stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this lease for which the lease shall be terminated in accordance with Section 8 (A).

**3. BUILDINGS AND GROUNDS:** Lessee shall make land and building improvements and maintain any hangar subject to Chapter 17 of the Morgan County Land Use Management Code and the following conditions:

A. All building construction and major improvements must be commenced within six months and be completed within two years from the date of this lease. All hangar construction must be structurally sound and kept in good repair.

B. Lessee agrees, at their own expense, to cause the premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of Lessee to maintain the premises and the immediate surroundings of the premises in a clean, neat and orderly condition.

C. Lessee agrees, at their own expense, to cause to be removed from the premises and from the airport all waste generated by Lessee or the Lessee's operation at the premises, except temporarily in connection with collection for removal.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on Exhibit A attached hereto in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

E. Lessee shall have the right to sell to others, or remove from the lease site, after obtaining a demolition permit from The County, any improvements erected or owned by Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with The County. The new owner shall be subject to such terms and conditions as determined by The County.

F. Upon the termination of this lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of Lessee and Lessee shall have the right to remove the same from the premises within sixty (60) days from the date of the termination of the lease. Any property not so removed within said sixty (60) day period, shall become the property of The County to be disposed of in such a way as it may be deemed fit. In the event Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

**4. SUBLETTING:** Lessee shall not assign this lease, or sublease the premises in its entirety without prior written approval of The County Council. The partial rental or sharing of Lessee's hangar space with others, not a party to this lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hangar space by parties other than Lessee is still subject to and required to comply with all of the terms of this lease agreement, including the general liability insurance that is mandated in Section 5. All sections of this agreement must be complied with prior to any use of a hangar by the sub-lessee.

**5. LIABILITY:** Lessee/sub-lessee shall indemnify and hold harmless The County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by Lessee/sub-lessee at the airport. Part of the foregoing obligation of Lessee/sub-lessee under this section shall be met by Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to The County to cover Lessee's/sub-lessee's liability by reason of its conduct; or that of any of its employees agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name The County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. Lessee/sub-lessee shall provide The County with a Certificate of insurance satisfactory to The County of all such insurance, and the Certificate shall provide for a ten-day written notice to The County in the event of cancellation or material change of coverage. Lessee/sub-lessee shall notify The County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee/sub-lessee has knowledge.

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** Lessee will not use or occupy the premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should be adopted by The County) and orders of all governmental authorities.

**7. LEGAL FEES:** Lessee will pay to The County reasonable attorney's fees if The County employs an attorney to protect the interest of The County in the event Lessee is adjudged bankrupt, or legal process is levied upon the interest of Lessee in this lease of said premises or in the event Lessee violates any of the terms of this lease and employment of an attorney is necessary in the judgment of The County to enforce the provisions of this lease or otherwise to protect and defend the interests of The County.

**8. TERMINATION:** It is covenanted and agreed that:

**A.** If Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this lease may be terminated by The County upon delivery of written Notice of Termination to Lessee prior to Lessee's cure of any such neglect or failure.

**B.** Lessee can terminate this lease by giving 30 days written notice to The County. The County may terminate this lease at any time by giving 30 days written notice upon a declaration by The County that a public emergency exists requiring such termination. In the event that it is necessary for The County to terminate this lease prior to the term set forth in Section 2, Lessee shall have the option either to follow the procedure set forth in Section 3(F) above or to receive compensation at fair market value for the buildings and improvements owned by Lessee as established by an appraiser agreed upon by The County and Lessee.

**9. OPTIONS TO EXTEND:** Lessee shall have the right to extend this lease for a further term of 30 years provided that Lessee shall not then be in default in performing this agreement in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term, Lessee shall notify The County in writing of its election to lease the demised premises for an additional term.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this lease is found to be invalid or unenforceable, the remainder of this lease shall not be affected thereby and each provision of this lease shall be valid and be enforceable to the fullest extent permitted by law.

**11. EXECUTION:** In witness thereof, The County and Lessee have executed this lease.

Date: 04/07/2026 [affirmed]

By: Morgan County Commission

Witness: \_\_\_\_\_

\_\_\_\_\_

Date: 10/13/2021

By: Lessee

Witness: 



## ASSIGNMENT AND ASSUMPTION OF LEASE

AND

## MORGAN COUNTY CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of July 1, 2025 (the "**Effective Date**"), between CWHEELER RD, LLC ("**Assignor**"), and FLIGHT MODERATION, LLC ("**Assignee**") who agree as follows:

### RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of December 20, 2021 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot DD-3 of the Morgan County Airport Master Plan (the "**Premises**") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

B. Assignor desires to transfer and assign all of his right, title and interest, as lessee, in, to, and under the Lease to Assignee, and Assignee wishes to assume all of Assignor's duties, liabilities, and obligations thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

1. **Assignment.** Assignor, for and in consideration of the payment of rent, pursuant to the Lease, and performance of all of the Lease covenants by Assignee as successor lessee under the Lease, does hereby grant, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Lease, for the residue of the term of the Lease, subject to the conditions contained in the Lease and henceforth to be performed and observed by Assignee.

2. **Performance of Lease Covenants and Conditions; Assumption.** For the benefit of Assignor and Morgan County, Assignee hereby assumes all rights, duties, and obligations of the Lease and Assignee hereby covenants and agrees to perform all of the duties and obligations of the lessee pursuant to the Lease from and after the Effective Date as if Assignee were the original lessee thereunder. Assignee shall make all payments, and other sums due under the Lease from the lessee thereunder, for the period from and after the Effective Date, when due and payable strictly in accordance with the terms, covenants, and conditions of the Lease.

3. **Indemnification.** Assignee hereby indemnifies and holds Assignor and its officers, directors, shareholders, members, affiliates, representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease. Assignor hereby indemnifies and holds Assignee and its officers, directors, shareholders, members, affiliates,

representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignor's failure to the extent accruing prior to the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed Agreement. Signatures of the parties transmitted by facsimile or electronic mail in PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by facsimile or electronic mail in PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature.

8. Notices. For purposes of this Agreement, the notice addresses for Assignee and Assignor shall be as follows:

Assignor:

CWHEELER RD, LLC  
4275 E. White Way  
Salt Lake City, UT 84124

Assignee:

FLIGHT MODE AVIATION, LLC  
1887 S. 1800 W. #10  
WOODSCROSS, UT 84087

9. Warranty and Authority. Each party represents that this Agreement has been executed by its duly authorized representative.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date set forth above.

Assignor:

By: CWHEELER RD LLC  
manager - Christian B Wheeler  
Christian B. Wheeler

Assignee:

By: Whitney Robinson, MEMBER

**MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE**

By its execution below, Morgan County consents to this assignment of the Lease to Assignee and acknowledges the continuance of the Lease by and between Assignee and Morgan County. Morgan County is not a party to the assignment and executes this document for the limited purpose of granting its consent.

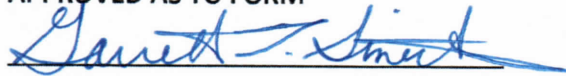
**MORGAN COUNTY**

By: \_\_\_\_\_

Its: Commission Chair

Dated: July 1, 2025

**APPROVED AS TO FORM**



Morgan County Attorney

**Exhibit A**  
**Airport Lease Agreement**  
**(see attached)**

**Airport Lease Agreement**  
**Morgan County, Utah**  
**(Revised Dec 15, 2021)**

This Airport Lease Agreement (this "Lease") is made as of 20 Dec 2021 by Morgan County (the "County") and

C WHEELER RD LLC ("Lessee") with a mailing address of:

4275 E. White Way  
Salt Lake City, UT 84124

WHEREAS, the County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below:

NOW THEREFORE, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport otherwise described as lot DD-3 (the "Premises") of the Airport Master Plan (as amended, supplemented or revised prior to the date hereof), for the purpose of Lessee's construction and operation on the Premises of a private aircraft hangar (the "Hangar"). The use of such hangar shall be governed by Section 8-5H Airport Overlay Zone ("AOZ") of the Morgan County Code, and under the following terms:

- A. Lessee shall store aircraft in the Hangar in accordance with all applicable state and federal regulations.
- B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the Premises, or otherwise operate a commercial venture within the Hangar or upon the Premises, except as allowed in Section 4 of this Lease. (For a description of commercial operations, see Section 8-5H-7 of the Morgan County Code).
- C. While it is the intention of the County to pursue additional airport improvements, the County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** Lessee agrees to lease the Premises for a term of 30 years for an annual base rent equal to 16¢ per leasable square foot of the Premises, adjusted annually for inflation by increasing the base rent by three percent (3%) per annum, compounded annually. The first two years of base rent are included with the infrastructure fee described below; provided, however, the three percent (3%) annual adjustment will commence as of January 1, 2022. Additionally, every five (5) years of the Lease term, at the discretion of the Morgan County Commission, there may be a rate increase up to, but no more than, the cumulative change in the Consumer Price Index (CPI) over the prior five (5) year period. The base rent must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year of the Lease term.

The infrastructure fee of <sup>\$</sup> 25,000, which includes the first two years of base rent, is due when this Lease is submitted to the County for approval and must be paid before January 1<sup>st</sup>, 2022. In order to facilitate the authorization of the infrastructure installation with respect to which the infrastructure fee is paid, if the foregoing deadline is missed, the County will return any payment previously tendered by Lessee in connection with this Lease, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. If the County determines that total infrastructure payments from all lessees of pad sites to be benefitted by the infrastructure installation are insufficient to complete the infrastructure, the County will return all fees paid by all lessees (13 total lessees) as soon as possible and this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. Additional payments of base rent due hereunder will not be due until 24 months after infrastructure completion, as reasonably determined by the County. Base rent due for any partial calendar year shall be prorated in accordance with the date due.

Lessee also agrees to pay and keep current all property and excise taxes that are legally imposed on the Hangar and personal property located on the Premises or within the Hangar, including aircraft located on the Premises or owned by Lessee and otherwise located at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the Hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon the Premises and the Hangar through its designated agents or employees for the purpose of inspecting said Premises and Hangar. Failure to pay any tax or other assessment shall be deemed a violation of terms of this Lease for which the Lease shall be terminated in accordance with Section 8(A) of this Lease.

**3. BUILDINGS AND GROUNDS:** Lessee shall make land and building improvements and maintain any Hangar subject to Chapter 17 of the Morgan County Land Use Management Code and the following conditions:

A. All building construction and major improvements must be commenced within 2 years and six months from January 1<sup>st</sup>, 2022, or 2 years from the infrastructure completion date, whichever is later. If construction has not begun (defined as starting excavation) by that deadline, this Lease will be terminated in its entirety and Lessee shall have no further right or interest in and to the Premises. In the event of a termination pursuant to this Section 3(A) of this Lease, all prior payments made by the Lessee pursuant to this Lease shall be deemed fully earned by the County upon payment there of and will not be reimbursed or otherwise returned to Lessee. All Hangar construction must be completed within 2 years of the construction commencement deadline, described above. All construction must be structurally sound and kept and maintained in good repair and condition.

B. Lessee agrees, at their own expense, to cause the Premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of Lessee to maintain the Premises and the immediate surroundings of the Premises in a clean, neat and orderly condition.

C. Lessee agrees, at their own expense, to cause to be removed from the Premises and from the airport all waste generated by Lessee or the Lessee's operation at the Premises, except temporarily in connection with collection for removal.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan (as amended, supplemented or revised from time to time), in order to accommodate wingspan intrusion into said 10 foot strip by any aircraft being operated on the airport.

E. Lessee shall have the right to sell to others, or remove from the Premises, after obtaining a demolition permit from the County, any improvements erected or owned by Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with the County. The new owner shall be subject to such terms and conditions as are determined by the County.

F. Upon the termination of this Lease, the buildings, improvements and other personal property erected or located upon the Premises shall remain the property of Lessee and Lessee shall have the right to remove the same from the Premises within sixty (60) days from the date of the termination of the Lease. Any property not so removed within said sixty (60) day period, shall become the property of the County to be disposed of in such a way as the County may be deemed fit. In the event Lessee elects to remove said building improvements, the Premises shall be left in a clean and graded condition with all utilities properly capped in place.

G. Lessee agrees to construct a Hangar in accordance with the Airport Master Plan (as amended, supplemented or revised at the time a permit for construction is obtained) and Morgan County Code, Section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.
2. Hangars DD1-3, EE, FF, and GG row hangars will be 60' wide by 60' deep, unless approved otherwise by the County Commission.

**4. SUBLETTING:** Lessee shall not assign this Lease, or sublease the Premises in its entirety without prior written approval of the County Commission. The partial rental or sharing of Lessee's Hanger space with others, not a party to this Lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hanger space by parties other than Lessee is still subject to and required to comply with all of the terms of this Lease, including the general liability insurance that is required to be mandated in accordance with Section 5 of this Lease. All sections of this Lease must be complied with prior to any use of a Hanger by the sub-lessee.

**5. LIABILITY:** Lessee and any and all sub-lessees shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the Premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the Premises, the roads, driveways or other public places used by Lessee or any sub-lessee at the airport. Part of the foregoing obligation of Lessee and each sub-lessee under this section shall be met by Lessee and each sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's or sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's or sub-lessee's liability by reason of its conduct; or that of any of its employees, agents, or servants in

connection with its use and occupancy of the Premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident (or such higher amount as the County may reasonably require during the term of this Lease). Lessee and each sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee and each sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee or sub-lessee has knowledge.

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** Lessee will not use or occupy the Premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should they be adopted by the County) and orders of all governmental authorities.

**7. LEGAL FEES:** Lessee will pay to the County reasonable attorney's fees if the County employs an attorney to protect the interest of the County in the event Lessee is adjudged bankrupt, or legal process is levied upon the interest of Lessee in this Lease of said Premises or in the event Lessee violates any of the terms of this Lease and employment of an attorney is necessary in the judgment of the County to enforce the provisions of this Lease or otherwise to protect and defend the interests of the County.

**8. TERMINATION:** It is covenanted and agreed that:

A. If Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this Lease may be terminated by the County upon delivery of written Notice of Termination to Lessee prior to Lessee's cure of any such neglect or failure.

B. Lessee can terminate this Lease by giving 30 days written notice to the County. The County may terminate this Lease at any time by giving 30 days written notice upon a declaration by the County that a public emergency exists requiring such termination. In the event that it is necessary for the County to terminate this Lease prior to the term set forth in Section 2 of this Lease, Lessee shall have the option either to follow the procedure set forth in Section 3(F) of this Lease or to receive compensation at fair market value for the buildings and improvements owned by Lessee as established by an appraiser agreed upon by the County and Lessee.

**9. OPTIONS TO EXTEND:** Lessee shall have the right to extend this Lease for one (1) additional term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term of this Lease, Lessee shall notify the County in writing of its election to lease the Premises for an additional term.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this Lease is found to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS THEREOF, the County and Lessee have executed this Lease as of the dates set forth below.

1/18/22

Date: ~~20 Dec 2021~~

Witness: Julie Rees

Date: 20 Dec 2021

Witness: RO

Approved as to Form:

Sarah Smith

Morgan County Attorney

By: Morgan County Commission

Michelle  
Chair

By: Lessee

Christina B. Wheeler  
Manager of:  
CWHEELER RD LLC

**Airport Lease Agreement**  
**Morgan County, Utah**  
**(Revised March 7, 2020)**

This Airport Lease Agreement (this "Lease" is) made as of \_\_\_\_\_ by Morgan County (the "County") and

\_\_\_\_\_ ("Lessee") with a mailing address of:

\_\_\_\_\_

\_\_\_\_\_

**WHEREAS**, the County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below:

**NOW THEREFORE**, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot \_\_\_\_\_ of the Airport Master Plan and approved changes, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 8-5H Airport Overlay Zone (AOZ) of the Morgan County Code, and under the following terms:

- A. Lessee shall be allowed to store their aircraft following applicable state and federal regulations.
- B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 8-5H-7 of the Morgan County Code).
- C. While it is the intention of the County to pursue additional airport improvements including a new taxiway, aprons and roads, the County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to the County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year.

If the original lease is signed after January 1<sup>st</sup> of the 1<sup>st</sup> year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1<sup>st</sup> year remaining) as the lease fee for that portion of the 1<sup>st</sup> year. Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property, including aircraft located on the leasehold premises at the airport. Upon request by the County, Lessee agrees to provide the County

with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this Lease for which the lease shall be terminated in accordance with Section 8 (A).

**3. BUILDINGS AND GROUNDS:** Lessee shall make land and building improvements and maintain any hangar subject to Chapter 17 of the Morgan County Land Use Management Code and the following conditions:

**A.** All building construction and major improvements must be commenced within six months and be completed within two years from the date of this Lease. All hangar construction must be structurally sound and kept in good repair.

**B.** Lessee agrees, at their own expense, to cause the premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of Lessee to maintain the premises and the immediate surroundings of the premises in a clean, neat and orderly condition.

**C.** Lessee agrees, at their own expense, to cause to be removed from the premises and from the airport all waste generated by Lessee or the Lessee's operation at the premises, except temporarily in connection with collection for removal.

**D.** No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan and approved changes, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

**E.** Lessee shall have the right to sell to others, or remove from the lease site, after obtaining a demolition permit from the County, any improvements erected or owned by Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with the County. The new owner shall be subject to such terms and conditions as determined by the County.

**F.** Upon the termination of this Lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of Lessee and Lessee shall have the right to remove the same from the premises within sixty (60) days from the date of the termination of the lease. Any property not so removed within said sixty (60) day period, shall become the property of the County to be disposed of in such a way as it may be deemed fit. In the event Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

**G.** Lessee agrees to construct a hangar in accordance with the Airport Master Plan and approved changes, and Morgan County Code, section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the

height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.

2. CC row hangars will be 50' wide by 55' deep. DD and EE row hangars will be 60' wide by 60' deep.

**4. SUBLETTING:** Lessee shall not assign this Lease, or sublease the premises in its entirety without prior written approval of the County Council. The partial rental or sharing of Lessee's hanger space with others, not a party to this Lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hanger space by parties other than Lessee is still subject to and required to comply with all of the terms of this Lease, including the general liability insurance that is mandated in Section 5. All sections of this Lease must be complied with prior to any use of a hanger by the sub-lessee.

**5. LIABILITY:** Lessee/sub-lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by Lessee/sub-lessee at the airport. Part of the foregoing obligation of Lessee/sub-lessee under this section shall be met by Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's/sub-lessee's liability by reason of its conduct; or that of any of its employees agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. Lessee/sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee/sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee/sub-lessee has knowledge.

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** Lessee will not use or occupy the premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should they be adopted by the County) and orders of all governmental authorities.

**7. LEGAL FEES:** Lessee will pay to the County reasonable attorney's fees if the County employs an attorney to protect the interest of the County in the event Lessee is adjudged bankrupt, or legal process is levied upon the interest of Lessee in this Lease of said premises or in the event Lessee violates any of the terms of this Lease and employment of an attorney is necessary in the judgment of the County to enforce the provisions of this Lease or otherwise to protect and defend the interests of the County.

**8. TERMINATION:** It is covenanted and agreed that:

- A. If Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this Lease may be terminated by the County upon delivery of written Notice of Termination to Lessee prior to Lessee's cure of any such neglect or failure.

**B.** Lessee can terminate this Lease by giving 30 days written notice to the County. The County may terminate this Lease at any time by giving 30 days written notice upon a declaration by the County that a public emergency exists requiring such termination. In the event that it is necessary for the County to terminate this Lease prior to the term set forth in Section 2, Lessee shall have the option either to follow the procedure set forth in Section 3(F) above or to receive compensation at fair market value for the buildings and improvements owned by Lessee as established by an appraiser agreed upon by the County and Lessee.

**9. OPTIONS TO EXTEND:** Lessee shall have the right to extend this Lease for a further term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term of this Lease, Lessee shall notify the County in writing of its election to lease the demised premises for an additional term.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this Lease is found to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS THEREOF, the County and Lessee have executed this Lease as of the dates set forth below.

Date: \_\_\_\_\_

By: Morgan County Council

Witness: \_\_\_\_\_

\_\_\_\_\_  
Chair

Date: \_\_\_\_\_

By: Lessee

Witness: \_\_\_\_\_

\_\_\_\_\_

**Airport Lease Agreement**  
**Morgan County, Utah**  
(Revised April 2014/March 7, 2020)

This ~~agreement of Airport Lease Agreement~~ (this "Lease" is) made as of \_\_\_\_\_ by  
Morgan County (~~the~~ "County") and

\_\_\_\_\_ (Lessee) with a mailing address of:

WHEREAS, ~~the~~ County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below;

NOW THEREFORE, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot \_\_\_\_\_ ~~in Exhibit A attached hereto and incorporated herein by reference of the Airport Master Plan and approved changes,~~ for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter ~~178-511~~ Airport Overlay Zone (AOZ) of the Morgan County ~~Land Use Management Code~~, and under the following terms:

- A. Lessee shall be allowed to store their aircraft following applicable state and federal regulations.
- B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter ~~8-511-7~~ Commercial Activities of the Morgan County Airport Ordinance Code).
- C. While it is the intention of ~~the~~ County to pursue additional airport improvements including a new taxiway, aprons and roads, ~~the~~ County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to ~~the~~ County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year.

If the original lease is signed after January 1<sup>st</sup> of the 1<sup>st</sup> year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1st year remaining) as the lease ~~fee~~ for that portion of the 1<sup>st</sup> year. Lessee also agrees to pay and keep current all property and excise taxes

**ASSIGNMENT AND ASSUMPTION OF LEASE**  
**AND**  
**MORGAN COUNTY CONSENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of 04/07/2026 (the "**Effective Date**"), between Steven B Hooper ("**Assignor**"), and William S Dunn ("**Assignee**") who agree as follows:

RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of May 9, 2020 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot CC-4 of the Morgan County Airport Master Plan (the "**Premises**") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

B. Assignor desires to transfer and assign all of his right, title and interest, as lessee, in, to, and under the Lease to Assignee, and Assignee wishes to assume all of Assignor's duties, liabilities, and obligations thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

1. **Assignment.** Assignor, for and in consideration of the payment of rent, pursuant to the Lease, and performance of all of the Lease covenants by Assignee as successor lessee under the Lease, does hereby grant, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Lease, for the residue of the term of the Lease, subject to the conditions contained in the Lease and henceforth to be performed and observed by Assignee.
2. **Performance of Lease Covenants and Conditions; Assumption.** For the benefit of Assignor and Morgan County, Assignee hereby assumes all rights, duties, and obligations of the Lease and Assignee hereby covenants and agrees to perform all of the duties and obligations of the lessee pursuant to the Lease from and after the Effective Date as if Assignee were the original lessee thereunder. Assignee shall make all payments, and other sums due under the Lease from the lessee thereunder, for the period from and after the Effective Date, when due and payable strictly in accordance with the terms, covenants, and conditions of the Lease.
3. **Indemnification.** Assignee hereby indemnifies and holds Assignor and its officers, directors, shareholders, members, affiliates, representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease. Assignor hereby indemnifies and holds Assignee and its officers, directors, shareholders, members, affiliates,

representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignor's failure to the extent accruing prior to the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed Agreement. Signatures of the parties transmitted by facsimile or electronic mail in PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by facsimile or electronic mail in PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature.

8. Notices. For purposes of this Agreement, the notice addresses for Assignee and Assignor shall be as follows:

Assignor:

Steven B Hooper

2112 North 800 East  
North Ogden, UT 84414-3079  
hoopersb@hotmail.com  
(801) 745-0164

Assignee:

William S Dunn

6012 Woodland Drive  
Ogden, UT 84403

9. Warranty and Authority. Each party represents that this Agreement has been executed by its duly authorized representative.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date set forth above.

Assignor:

Signed by:  
By: Steven B Hooper  
87C75D749E334A6...

Assignee:

Signed by:  
By: William S Dunn  
FFD07D0A226F495...

## Certificate Of Completion

Envelope Id: 5F9343A0-321A-827C-82FC-09A821CDCC8F

Status: Completed

Subject: Complete with Docusign: AAoL CC4 Dunn.pdf

Source Envelope:

Document Pages: 12

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jeremy Archibald

AutoNav: Enabled

, UT 84050

Envelopeld Stamping: Enabled

it@morgancountyutah.gov

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 38.109.171.19

## Record Tracking

Status: Original

Holder: Jeremy Archibald

Location: DocuSign

3/24/2026 1:05:44 PM

it@morgancountyutah.gov

## Signer Events

Steven B Hooper

hoopersb@hotmail.com

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

87C75D749E334A6...

## Timestamp

Sent: 3/24/2026 1:09:41 PM

Viewed: 3/27/2026 7:20:44 AM

Signed: 3/27/2026 7:45:19 AM

Signature Adoption: Pre-selected Style

Using IP Address: 166.70.23.220

## Electronic Record and Signature Disclosure:

Accepted: 3/27/2026 7:20:44 AM

ID: 92d390bc-6fe9-47cf-920b-d061479edf38

William S Dunn

shane@dunncapital.io

Chairman

Security Level: Email, Account Authentication  
(None)

Signed by:

FFD07D0A228F495...

Sent: 3/24/2026 1:09:40 PM

Resent: 3/27/2026 9:42:30 AM

Viewed: 3/27/2026 11:01:54 AM

Signed: 3/27/2026 11:02:40 AM

Signature Adoption: Pre-selected Style

Using IP Address:

2601:680:c200:e590:ec77:4448:3a7d:78f7

## Electronic Record and Signature Disclosure:

Accepted: 3/27/2026 11:01:54 AM

ID: 30c35f42-7a57-46e0-8e54-8acd035628c1

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/24/2026 1:09:41 PM
Certified Delivered	Security Checked	3/27/2026 11:01:54 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	3/27/2026 11:02:40 AM
Completed	Security Checked	3/27/2026 11:02:40 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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**MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE**

By its execution below, Morgan County consents to this assignment of the Lease to Assignee and acknowledges the continuance of the Lease by and between Assignee and Morgan County. Morgan County is not a party to the assignment and executes this document for the limited purpose of granting its consent.

**MORGAN COUNTY**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Morgan County Commission Chair

**APPROVED AS TO FORM**

\_\_\_\_\_ Morgan County Attorney

Assignee: [PRIMARY CONTACT]

Assignee: [Additional Contact]

William S Dunn "Shane"

6012 Woodland Drive  
Ogden, UT 84403

shane@dunncapital.io

(801) 389-1234

Assignee: [Additional Contact]

Assignee: [Additional Contact]

**Exhibit A**

**Airport Lease Agreement**

**(see attached)**

Ent 171382 Bk 0431 Pg 0369  
Date: 19-MAR-2026 4:24:29PM  
Fee: \$0.00 Check Filed By: JLM  
SHAUN ROSE, Recorder  
MORGAN COUNTY  
For: MORGAN COUNTY  
REC \*171382\*

**Airport Lease Agreement**  
**Morgan County, Utah**  
**(Revised April 30, 2020)**

This Airport Lease Agreement (this "Lease") is made as of 9 May 2022 by Morgan County (the "County") and

Steven B Hooper ("Lessee") with a mailing address of:

2112 North 800 North  
North Ogden, UT. 84414-3079

**WHEREAS**, the County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below:

**NOW THEREFORE**, in recognition of the foregoing recitals and in consideration of the covenants and agreements herein after contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport adjoining runway 3-21 otherwise described as lot CC4 of the Airport Master Plan and approved changes, for the purpose of leasing land to build and operate a private airport hangar. The use of such hangar shall be governed by Chapter 8-5H Airport Overlay Zone (AOZ) of the Morgan County Code, and under the following terms:

A. Lessee shall be allowed to store their aircraft following applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the leased premises, or otherwise operate a commercial venture, except as allowed in Section 4, on said leased land. (For commercial operations see Chapter 8-5H-7 of the Morgan County Code).

C. Lessee shall only use the premises designated in this Lease and shall not take or use any other area at the airport that is not part of the premises or the airport's taxiways, aprons and roads (which shall only be used for their intended purpose and in accordance with the requirements of this Lease and applicable law), including land outside of the hangar constructed on the premises (except in connection with the maintenance, repair and replacement of the said hangar). Lessee may not store items outside of their hangar for any purpose, nor shall they make any other improvement to the premises other than landscaping improvements and outdoor furniture that is specifically approved in writing by the airport manager. The foregoing limitation shall not prevent the temporary parking of vehicles, aircraft fuel trailers or glider trailers outside of the hangar.

D. While it is the intention of the County to pursue additional airport improvements including a new taxiway, aprons and roads, the County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** Lessee agrees to lease the premises for a term of 30 years with the first two years payable up front and pay an annual lease amount to the County equivalent to 15¢ per leasable square foot, defined as the building footprint, adjusted for inflation by increasing the lease amount by two percent (2 %) annually, compounded. The lease fee must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year.

If the original lease is signed after January 1<sup>st</sup> of the 1<sup>st</sup> year, then Lessee will pay a pro-rated amount of the lease for the first year (based on the percentage of the 1<sup>st</sup> year remaining) as the lease fee for that portion of the 1<sup>st</sup> year. Lessee also agrees to pay and keep current all property and excise taxes that are legally taxable on all buildings and personal property, including aircraft located on the leasehold premises at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon said premises through its designated agents or employees for the purpose of inspecting said leased premises. Failure to pay any assessment shall be deemed a violation of terms of this Lease for which the lease shall be terminated in accordance with Section 8 (A).

**3. BUILDINGS AND GROUNDS:** Lessee shall make land and building improvements and maintain any hangar subject to Chapter 17 of the Morgan County Land Use Management Code and the following conditions:

A. All building construction and major improvements must be commenced within six months and be completed within two years from the date of this Lease. All hangar construction must be structurally sound and kept in good repair.

B. Lessee agrees, at their own expense, to cause the premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of Lessee to maintain the premises and the immediate surroundings of the premises in a clean, neat and orderly condition.

C. Lessee agrees, at their own expense, to cause to be removed from the premises and from the airport all waste generated by Lessee or the Lessee's operation at the premises, except temporarily in connection with collection for removal.

D. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan and approved changes, in order to accommodate wingspan intrusion into said 10 ft. strip by any other lease holders or their guests.

E. Lessee shall have the right to sell to others, or remove from the lease site, after obtaining a demolition permit from the County, any improvements erected or owned by Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with the County. The new owner shall be subject to such terms and conditions as determined by the County.

F. Upon the termination of this Lease, the buildings, improvements and other personal property erected or located upon the premises shall remain the property of Lessee and Lessee shall have the right to remove the same from the premises within sixty (60) days from the date

of the termination of the lease. Any property not so removed within said sixty (60) day period, shall become the property of the County to be disposed of in such a way as it may be deemed fit. In the event Lessee elects to remove said building improvements, the land shall be left in a clean and graded condition.

**G.** Lessee agrees to construct a hangar in accordance with the Airport Master Plan and approved changes, and Morgan County Code, section 8-5H-4, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.
2. CC row hangars will be 50' wide by 55' deep. DD and EE row hangars will be 60' wide by 60' deep.

**4. SUBLETTING:** Lessee shall not assign this Lease, or sublease the premises in its entirety without prior written approval of the County Council. The partial rental or sharing of Lessee's hanger space with others, not a party to this Lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. The use of any hanger space by parties other than Lessee is still subject to and required to comply with all of the terms of this Lease, including the general liability insurance that is mandated in Section 5. All sections of this Lease must be complied with prior to any use of a hanger by the sub-lessee.

**5. LIABILITY:** Lessee/sub-lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises, the roads, driveways or other public places used by Lessee/sub-lessee at the airport. Part of the foregoing obligation of Lessee/sub-lessee under this section shall be met by Lessee/sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's/sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's/sub-lessee's liability by reason of its conduct; or that of any of its employees agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident. Lessee/sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee/sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee/sub-lessee has knowledge.

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** Lessee will not use or occupy the premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should they be adopted by the County) and orders of all governmental authorities.

**7. LEGAL FEES:** Lessee will pay to the County reasonable attorney's fees if the County employs an attorney to protect the interest of the County in the event Lessee is adjudged bankrupt, or legal

process is levied upon the interest of Lessee in this Lease of said premises or in the event Lessee violates any of the terms of this Lease and employment of an attorney is necessary in the judgment of the County to enforce the provisions of this Lease or otherwise to protect and defend the interests of the County.

**8. TERMINATION:** It is covenanted and agreed that:

A. If Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this Lease may be terminated by the County upon delivery of written Notice of Termination to Lessee prior to Lessee's cure of any such neglect or failure.

B. Lessee can terminate this Lease by giving 30 days written notice to the County. The County may terminate this Lease at any time by giving 30 days written notice upon a declaration by the County that a public emergency exists requiring such termination. In the event that it is necessary for the County to terminate this Lease prior to the term set forth in Section 2, Lessee shall have the option either to follow the procedure set forth in Section 3(F) above or to receive compensation at fair market value for the buildings and improvements owned by Lessee as established by an appraiser agreed upon by the County and Lessee.

**9. OPTIONS TO EXTEND:** Lessee shall have the right to extend this Lease for a further term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term of this Lease, Lessee shall notify the County in writing of its election to lease the demised premises for an additional term.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this Lease is found to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS THEREOF, the County and Lessee have executed this Lease as of the dates set forth below.

Date: 5-19-2020

By: Morgan County Council

Witness: Stacy Rezac

[Signature]  
Chair

Date: May 9 2020

By: Lessee

Witness: [Signature]  
City Manager

[Signature]

**ASSIGNMENT AND ASSUMPTION OF LEASE  
AND  
MORGAN COUNTY CONSENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of 04/07/2026 (the "**Effective Date**"), between Flight Mode Aviation LLC ("**Assignor**"), and Flight Mode LLC ("**Assignee**") who agree as follows:

RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of July 1 2025 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot DD-3 of the Morgan County Airport Master Plan (the "**Premises**") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

B. Assignor desires to transfer and assign all of his right, title and interest, as lessee, in, to, and under the Lease to Assignee, and Assignee wishes to assume all of Assignor's duties, liabilities, and obligations thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

1. **Assignment.** Assignor, for and in consideration of the payment of rent, pursuant to the Lease, and performance of all of the Lease covenants by Assignee as successor lessee under the Lease, does hereby grant, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Lease, for the residue of the term of the Lease, subject to the conditions contained in the Lease and henceforth to be performed and observed by Assignee.
2. **Performance of Lease Covenants and Conditions; Assumption.** For the benefit of Assignor and Morgan County, Assignee hereby assumes all rights, duties, and obligations of the Lease and Assignee hereby covenants and agrees to perform all of the duties and obligations of the lessee pursuant to the Lease from and after the Effective Date as if Assignee were the original lessee thereunder. Assignee shall make all payments, and other sums due under the Lease from the lessee thereunder, for the period from and after the Effective Date, when due and payable strictly in accordance with the terms, covenants, and conditions of the Lease.
3. **Indemnification.** Assignee hereby indemnifies and holds Assignor and its officers, directors, shareholders, members, affiliates, representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease. Assignor hereby indemnifies and holds Assignee and its officers, directors, shareholders, members, affiliates,

representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignor's failure to the extent accruing prior to the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed Agreement. Signatures of the parties transmitted by facsimile or electronic mail in PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by facsimile or electronic mail in PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature.

8. Notices. For purposes of this Agreement, the notice addresses for Assignee and Assignor shall be as follows:

Assignor:

Flight Mode Aviation LLC

1887 S 1800 W #10  
Woodcross, UT 84087

Assignee:

Flight Mode LLC

1887 S 1800 W #10  
Woodcross, UT 84087

9. Warranty and Authority. Each party represents that this Agreement has been executed by its duly authorized representative.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date set forth above.

Assignor:

Signed by:  
By: Whitney Robinson  
84377CBB9ECF464...

Whitney Robinson, Member

Assignee:

Signed by:  
By: Whitney Robinson  
84377CBB9ECF464...

Whitney Robinson, Member

## Certificate Of Completion

Envelope Id: 39E5ABFA-DAE4-8CD9-83B5-D626C5B9DB00

Status: Completed

Subject: Complete with Docusign: AAoL DD3.pdf

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 3

Initials: 0

Jeremy Archibald

AutoNav: Enabled

, UT 84050

Envelopeld Stamping: Enabled

it@morgancountyutah.gov

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 38.109.171.19

## Record Tracking

Status: Original

Holder: Jeremy Archibald

Location: DocuSign

3/23/2026 3:23:02 PM

it@morgancountyutah.gov

## Signer Events

Whitney Robinson

honk@me.com

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

84377CBB9ECF464...

## Timestamp

Sent: 3/23/2026 3:30:28 PM

Viewed: 3/23/2026 3:32:06 PM

Signed: 3/23/2026 3:33:14 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2607:fb91:3fc8:92ef:11e3:5ca0:5309:7849

Signed using mobile

## Electronic Record and Signature Disclosure:

Accepted: 3/23/2026 3:32:06 PM

ID: 7f48226f-edcb-49e4-b8e2-370c24a6c93f

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

3/23/2026 3:30:28 PM

Certified Delivered

Security Checked

3/23/2026 3:32:06 PM

Signing Complete

Security Checked

3/23/2026 3:33:14 PM

Completed

Security Checked

3/23/2026 3:33:14 PM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

**MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE**

By its execution below, Morgan County consents to this assignment of the Lease to Assignee and acknowledges the continuance of the Lease by and between Assignee and Morgan County. Morgan County is not a party to the assignment and executes this document for the limited purpose of granting its consent.

**MORGAN COUNTY**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Morgan County Commission Chair

**APPROVED AS TO FORM**

\_\_\_\_\_ Morgan County Attorney

Assignee: [PRIMARY CONTACT]

Assignee: [Additional Contact]

Whitney Robinson

631 Chelsea Drive  
Bountiful, UT 84010

honk@me.com

(909) 904-4981

Assignee: [Additional Contact]

Assignee: [Additional Contact]

**Exhibit A**

**Airport Lease Agreement**

**(see attached)**

## ASSIGNMENT AND ASSUMPTION OF LEASE

AND

## MORGAN COUNTY CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of July 1, 2025 (the "**Effective Date**"), between CWHEELER RD, LLC ("**Assignor**"), and FLIGHT MODERATION, LLC ("**Assignee**") who agree as follows:

### RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of December 20, 2021 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot DD-3 of the Morgan County Airport Master Plan (the "**Premises**") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

B. Assignor desires to transfer and assign all of his right, title and interest, as lessee, in, to, and under the Lease to Assignee, and Assignee wishes to assume all of Assignor's duties, liabilities, and obligations thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

1. **Assignment.** Assignor, for and in consideration of the payment of rent, pursuant to the Lease, and performance of all of the Lease covenants by Assignee as successor lessee under the Lease, does hereby grant, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Lease, for the residue of the term of the Lease, subject to the conditions contained in the Lease and henceforth to be performed and observed by Assignee.
2. **Performance of Lease Covenants and Conditions; Assumption.** For the benefit of Assignor and Morgan County, Assignee hereby assumes all rights, duties, and obligations of the Lease and Assignee hereby covenants and agrees to perform all of the duties and obligations of the lessee pursuant to the Lease from and after the Effective Date as if Assignee were the original lessee thereunder. Assignee shall make all payments, and other sums due under the Lease from the lessee thereunder, for the period from and after the Effective Date, when due and payable strictly in accordance with the terms, covenants, and conditions of the Lease.
3. **Indemnification.** Assignee hereby indemnifies and holds Assignor and its officers, directors, shareholders, members, affiliates, representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease. Assignor hereby indemnifies and holds Assignee and its officers, directors, shareholders, members, affiliates,

representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignor's failure to the extent accruing prior to the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed Agreement. Signatures of the parties transmitted by facsimile or electronic mail in PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by facsimile or electronic mail in PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature.

8. Notices. For purposes of this Agreement, the notice addresses for Assignee and Assignor shall be as follows:

Assignor:

CWHEELER RD, LLC  
4275 E. White Way  
Salt Lake City, UT 84124

Assignee:

FLIGHT MODE AVIATION, LLC  
1887 S. 1800 W. #10  
WOODSCROSS, UT 84087

9. Warranty and Authority. Each party represents that this Agreement has been executed by its duly authorized representative.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date set forth above.

Assignor:

By: CWHEELER RD LLC  
manager - Christian B Wheeler  
Christian B. Wheeler

Assignee:

By: Whitney Robinson, MEMBER

**MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE**

By its execution below, Morgan County consents to this assignment of the Lease to Assignee and acknowledges the continuance of the Lease by and between Assignee and Morgan County. Morgan County is not a party to the assignment and executes this document for the limited purpose of granting its consent.

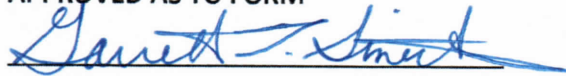
**MORGAN COUNTY**

By: \_\_\_\_\_

Its: Commission Chair

Dated: July 1, 2025

**APPROVED AS TO FORM**



Morgan County Attorney



## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: (435) 800.8724

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

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

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

Commission Meeting Date: 4/7/26 Time Requested: 20 min  
Name: Joshua Cook Phone: (801) 845-4015  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

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

**Public Meeting/Discussion/Decision** – *WPR Phase 4A.1 Upper Townhomes Site Plan and Small Subdivision Preliminary/Final Plat Applications*: A request for site plan and preliminary/final plat approval of six (6) townhome units, within three (3) separate buildings, identified by parcel number 00-0093-1362 and serial number 12-004-014-01-1-1-3, and is located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County.

**WILL YOUR AGENDA ITEM BE FOR:**

DISCUSSION	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
DECISION	<input checked="" type="checkbox"/>	PUBLIC MEETING	<input checked="" type="checkbox"/>
BOTH	<input checked="" type="checkbox"/>		
INFORMATION ONLY	<input type="checkbox"/>		



**COUNTY COMMISSION  
STAFF REPORT**

Site Plan  
April 7, 2026

---

Wasatch Peaks Ranch Phase 4A.1 Upper Townhomes Residential Site Plan  
April 7, 2026  
Public Meeting  
File #25.054

Applicant: Wasatch Peaks Ranch, LLC  
Project Location: Approx. 5233 W. Wasatch Peaks Rd.  
Parcel Number: 00-0093-1362  
Serial Number: 12-004-014-01-1-1-3  
Current Zoning: Resort Special District w/ Development Agreement  
Acreage: 3.07 acres

---

**REQUEST:**

A request for site plan approval of the Wasatch Peaks Ranch (WPR) Phase 4A.1 Upper Townhomes Residential Site Plan to allow for the construction of six (6) townhomes.

**PLANNING COMMISSION SUMMARY:** The Planning Commission heard this item at their regularly scheduled meeting on March 26th, 2026. There were no public comments made during the public hearing portion of the meeting. Discussion from the Planning Commission for this item was minimal. The Planning Commission discussed the sequencing and authority of approvals, questioning why site plans are approved prior to County Commission review of preliminary and final plats, noting that site plans are reviewed by the County Commission while small subdivision plats are approved by the Planning Commission, and considering ways to simplify the process for applicants. Staff indicated that direct discussion of the application process would be more appropriately conducted with the County Commission. The Planning Commission voted to give a positive recommendation for the application with a 5-0 vote. Member Watt was absent from the meeting.

## **ATTORNEY GUIDANCE:**

### **Administrative Review:**

The sole issue in land use administration is whether the application complies with county ordinances. If it does, it must be approved.

### **Applicable law:**

*An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application and pays all application fees, unless:*

*“(A) the land use authority, on the record, formally finds that a compelling, countervailing public interest would be jeopardized by approving the application and specifies the compelling, countervailing public interest in writing; or*

*(B) in the manner provided by local ordinance and before the applicant submits the application, the county formally initiates proceedings to amend the county’s land use regulations in a manner that would prohibit approval of the application as submitted.*

*Utah Code Ann. § 17-79-803(1)(a)(II)”*

*“The Utah Supreme Court has indicated that a significant threat to the public welfare should be considered compelling. “If a proposal met zoning requirements at the time of application but seriously threatens public health, safety, or welfare, the interests of the public should not be thwarted.” W. Land Equities v. Logan, 617 P.2d 388, 395-96 (Utah Sup.Ct. 1980).”*

Staffs’ findings are legally sufficient to adopt if the Commission finds that the application is complete, conforms to the requirements of the applicable land use regulations, land use decisions, and development standards, and there are no apparent threats to public health, safety, or welfare that would support a compelling countervailing public interest to recommend denying the application. Staffs’ recommended conditions are required by county ordinances and appear to be legal conditions.

Recommendations for denial and/or additional findings must be placed on the record, contain a legal basis, and supported by substantial evidence. Legal can provide guidance on what is required for a sufficient record and what is considered substantial evidence.

## **STAFF RECOMMENDATION**

County Staff has reviewed the application for the WPR Phase 4A.1 Upper Townhomes Residential Site Plan. Staff recommends approval of the requested site plan based on the following findings and with the conditions listed below:

### ***Findings:***

- 1. That the proposal complies with applicable zoning regulations as outlined in the entire subchapter of the Morgan County Code (MCC) § 155.045 - § 155.048 regarding Document and Plan Submission.*
- 2. That the proposed landscaping plan complies with the standards as outlined in § 155.335 Landscaping.*
- 3. That the proposed photometrics plan complies with the standards as outlined in § 155.352 Lighting.*
- 4. This proposal is not detrimental to the health, safety, and welfare of the public.*

### ***Conditions:***

- 1. That all outsourced consultant fees are paid current prior to final plat recordation.*
- 2. That all other local, state, and federal laws are adhered to.*
- 3. The developer will install any required infrastructure, including roadways, utilities, parking, lighting, and landscape areas.*

## **PROJECT DESCRIPTION:**

### **Proposal Details**

This request is for approval of a six (6) unit small subdivision for a residential townhome development. The proposed subdivision consists of six (6) townhome dwelling units located within three (3) multi-family buildings. The development is designed to provide high-density residential housing consistent with the applicable Resort Special District (RSD), the associated Development Agreement (DA), the underlying zoning, and Morgan County subdivision standards.

The subdivision will be served by a system of private internal roadways designed to support circulation within the development and future connectivity to adjacent properties. Access to the site will be provided via planned roadway connections, including an extension from North Village Lane, shown on the plans as Upper Townhome Lane (a working title). The plans depict an abrupt terminus at the end of this extension.

Sewer and water utilities will be privately owned and maintained by the Wasatch Peaks Ranch Water and Sewer District (WPR-UD). Road and fire protection services will be provided by the Wasatch Peaks Ranch Road & Fire District (WPR-RFD). Will-serve letters have been provided from both districts.

Road, fire protection, water, and sewer services are provided through private improvement districts, and corresponding service letters are included. Electrical service is provided by Rocky Mountain Power, and telephone and internet services are provided by All West; copies of the associated service agreements are included. Gas service will be supplied by individual propane service providers.

Member Services, functioning as the property owners' association and representative of the property owners for the development, is responsible for the coordination and management of shared services and amenities for residents and members of WPR. This includes the centralized administration of solid waste collection, as well as oversight of common infrastructure and community amenities in accordance with the governing DA.

## **SITE PLAN SUBMITTAL**

### **Site and Building Layout**

The WPR Phase 4A.1 Upper Townhomes Residential Site Plan shows three (3) buildings that contain two (2) townhome units each. Total building square footage is 15,007 sq. ft., or 0.34 acres. Staff has reviewed the proposed land use of the future structures to ensure that those structures meet all requirements for setbacks and building height as outlined in the DA.

Concerning parking, the developer proposes two-car garages for each unit. In accordance with § 155.369(D)(2) of the MCC, which requires two parking spaces per dwelling unit, the proposed six-unit townhome development meets the county's minimum off-street parking requirements.

## **PROJECT DESCRIPTION:**

### **Multi-Family Residential Design Standards**

There are design standards for multi-family residential areas in Morgan County outlined in 155.268 (3)(f):

*(3) Building materials.*

*(a) The majority of each facade (51% or more of the wall area excluding windows and doors) shall be constructed of the following hard surface building materials: Brick; stone; treated or split face decorative block (CMU); fiber cement siding; wood; concrete; or other durable building material as approved by the Planning Commission.*

*(b) Stucco, EIFS or untreated concrete block (CMU) may be allowed by the Planning Commission as an accents or secondary material only.*

*(c) The Planning Commission may approve metal as an exterior building material and as a primary material on a case-by-case basis if an applicant can show that the type of metal is of a high grade and provides architectural quality to a building.*

(d) Vinyl siding and standing seam metal are prohibited for use as exterior building materials.

The materials for this project, as clarified by the applicant, are as follows:

- Roof
  - Sika Ribbed – Lead Grey
  - Metal Standing Seam - Black
- Metal Façade
  - Western State – Slate Grey
  - Western State – Dark Bronze
  - Western State – Black
- Window System
  - Marvin Modern – Ebony
- Terrace Soffit
  - Woodtone – Finline Canadian Ice Lager (Without Stain)
- Wood Columns
  - Disdero – Port Orford Cedar
- Wood Façade
  - Accoya Barnwood – Creekside
  - Accoya Smooth – Coastline
- Stone Façade
  - Rocky Mountain Granite – Mosaic

### Landscaping

The Site Plan displays more than the 15% landscaping requirement per MCC, with the following figures:

<i>Land Use / Feature</i>	<i>Area (sq. ft.)</i>	<i>Percent of Site (%)</i>
<i>Landscape Requirement</i>	26,846	15
<i>Total Landscape Provided</i>	117,632	65
<i>Plant Material</i>	99,987	(85% of the 15% landscaping requirement)
<b><i>Total Site Square Footage</i></b>	<b>178,975</b>	<b>100</b>

The Plant Schedule includes a mix of proposed deciduous and coniferous trees, along with a variety of supporting plantings. These include raised and enhanced planting areas designed to add depth and structure to the landscape, as well as native revegetation and seed mixes in select areas. Together, these plantings are intended to create year-round visual interest, reinforce the natural character of the site, and enhance the overall appearance and experience of the surrounding community. Landscaping requirements for commercial development are outlined within § 155.335 of the MCC, and states the following:

*“A. Purpose: The purposes of the landscaping requirements of this section are to enhance, conserve and stabilize property values by preventing wind and water erosion, creating an environment which discourages the accumulation of rubbish and litter, and providing an attractive neighborhood. Further, where required, the landscaping is necessary to contribute to the relief of erosion, heat, noise and glare through the proper placement of trees and other vegetation. Landscaping plans are required for all development within commercial zones, two-family or multi-family dwelling development projects, for all institutional uses, and all common areas within residential or condominium projects, in addition to types of development already specified by this title.*

*B. Approved Plan: Where landscaping is required, it shall be placed and maintained according to the plan approved by the land use authority as a prerequisite to further use of the lot, and consistent with the timing and phasing plan approved for the development.*

*C. Nonconforming Status: Landscaping shall be deemed a substantive rather than a procedural requirement, such that any use of property on the effective date hereof, which is nonconforming only as to landscaping, may be continued in the same manner as if the landscaping were conforming.*

*D. Plot Plan: Where landscaping is required, a landscaping plan, drawn to scale, and stamped by a landscape architect, licensed in the state of Utah, shall be submitted as part of the application submittal requirements.*

*The landscaping plan shall contain at least: the location and common and Latin names of all trees, shrubs, and ground covers; the size in caliper, gallon, or height, as applicable to the particular landscaping type; any nonvegetative landscape features; and all irrigation facilities.*

*E. Coverage And Screening: ...*

*2. Coverage of the ground in required landscaped areas shall be at least eighty five percent (85%) by plant materials and waterways, when viewed from above, so that impervious landscaping features such as walkways, rockscapes and statuary do not impair runoff. Where screening or buffering from surrounding properties is required to be in the form of landscaping, a minimum six foot (6') tall or taller row of evergreen trees that are spaced to occlude vision shall constitute sufficient screening, unless a greater height is required by the land use authority to mitigate specific impacts of the development.*

*3. Where landscaping is required in residential projects, at least seventy percent (70%) of the yard area surrounding the building, for a width at least equal to the minimum front, side and rear setback distances stated for the zone, shall be landscaped and maintained in landscaping. The landscaping shall be composed of irrigated lawn or other fire resistive green plants. Any portion of the setback area that is not proposed to be covered by landscaping (the remaining 30 percent or less setback area) shall have a covering that is hard surfaced, graveled or composed of other suitable material to prevent vegetative growth, and shall be maintained free of weeds, brush and flammable plants and materials. The plot plan shall show how these requirements will be met.*

*F. Maintenance: Required landscaping shall be maintained in a clean, orderly, healthful condition. Such shall include proper irrigation, pruning, mowing, weed removal, pest control and replacement of dead plantings.”*

## **Lighting**

The applicant submitted photometric calculations that meet the intent of Morgan County’s Dark Sky Ordinance. Morgan County has adopted comprehensive Dark Sky lighting requirements and conditions. These are clearly defined within MCC § 155.352. The intent of these sections of the MCC are to make sure that the following occurs:

- “ A. Reducing, eliminating, or preventing light trespass;*
- B. Reducing, eliminating, or preventing unnecessary or inappropriate outdoor lighting;*
- C. Reducing, eliminating, or preventing the effects of outdoor lighting on wildlife;*
- D. Preventing unsightly and unsafe glare;*
- E. Promoting energy conservation;*
- F. Maintaining nighttime safety, utility, and security;*
- G. Encouraging a minimal light footprint of land uses in order to reduce light pollution;*  
*and*
- H. Promoting and supporting agrotourism and recreation, including the pursuit or retention of accreditation of local parks by the International Dark-Sky Association.”*

## **DISCUSSION:**

This Site Plan is compatible with the design requirements from the applicable Multi-Family Residential Design Standards in MCC. The proposed building materials are consistent with §155.152(f), which requires that the majority of each façade (51% or more of the wall area, excluding windows and doors) be constructed of durable, hard surface materials such as brick, lap siding, fiber cement panels, stucco, or treated wood. Stucco and other approved materials are to be used as secondary or accent elements, and no prohibited materials such as vinyl siding are proposed. Standing seam metal is included in the proposal and may be approved by the Planning Commission on a case-by-case basis, as it is demonstrated to be a high-grade material that contributes architectural quality to the building.

Building elevations and architectural details will be verified at the time of building permit submittal. The application meets minimum requirements for lighting, landscaping, open space, and parking. Grading, drainage, and utility plans have been reviewed as part of this Site Plan application, and all engineering comments will need to be implemented during construction to ensure compliance with MCC standards.

## DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Engineering: Comments received and recommend approval

Utility Companies: All required will-serve letters are on file

Fire/EMS Services: Comments received and recommend approval

## PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on March 16, 2026; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on March 16, 2026.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on March 16, 2026.
- ✓ A sign was posted on the site on March 16, 2026.

## Recommended Motions

**Motion for Approval** – “I move we approve the WPR Phase 4A.1 Upper Townhomes Residential Site Plan, application number 25.054, allowing for the proposed multi-family development of six (6) townhome units, within three (3) separate buildings, located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 7, 2026.”

**Motion for Approval with Conditions** – “I move we approve the WPR Phase 4A.1 Upper Townhomes Residential Site Plan, application number 25.054, allowing for the proposed multi-family development of six (6) townhome units, within three (3) separate buildings, located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 7, 2026, and with the following conditions:”

1. List any additional findings and conditions...

**Motion for Denial** – “I move we deny the WPR Phase 4A.1 Upper Townhomes Residential Site Plan, application numbers 25.054, not allowing for the proposed multi-family development located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County, due to the following findings:”

1. List any additional findings and conditions...

## **SUPPORTING INFORMATION**

Attachment A: Vicinity Map

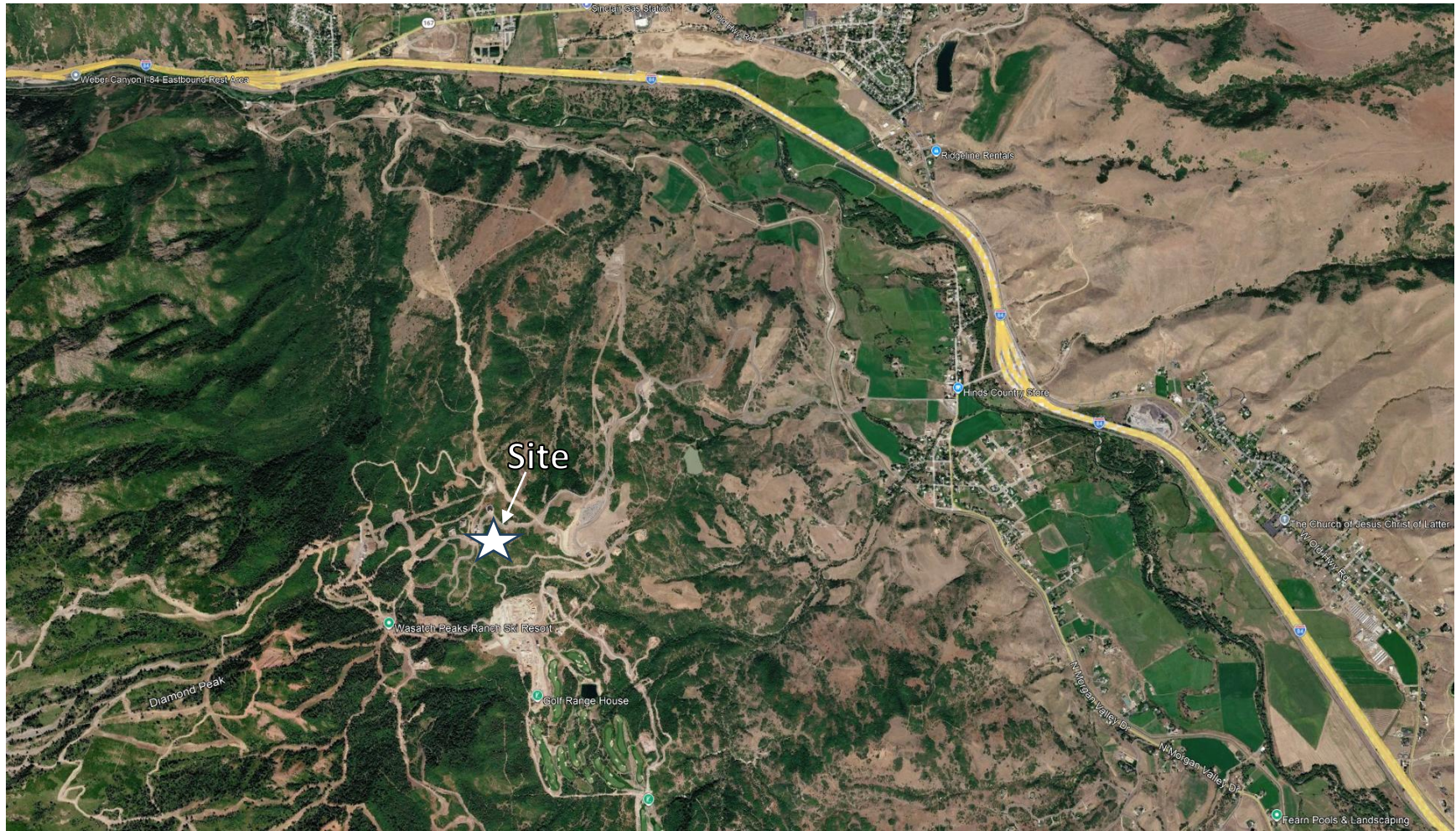
Attachment B: Proposed Site Plan

Attachment C: Landscaping Plan

Attachment D: Photometrics Plan

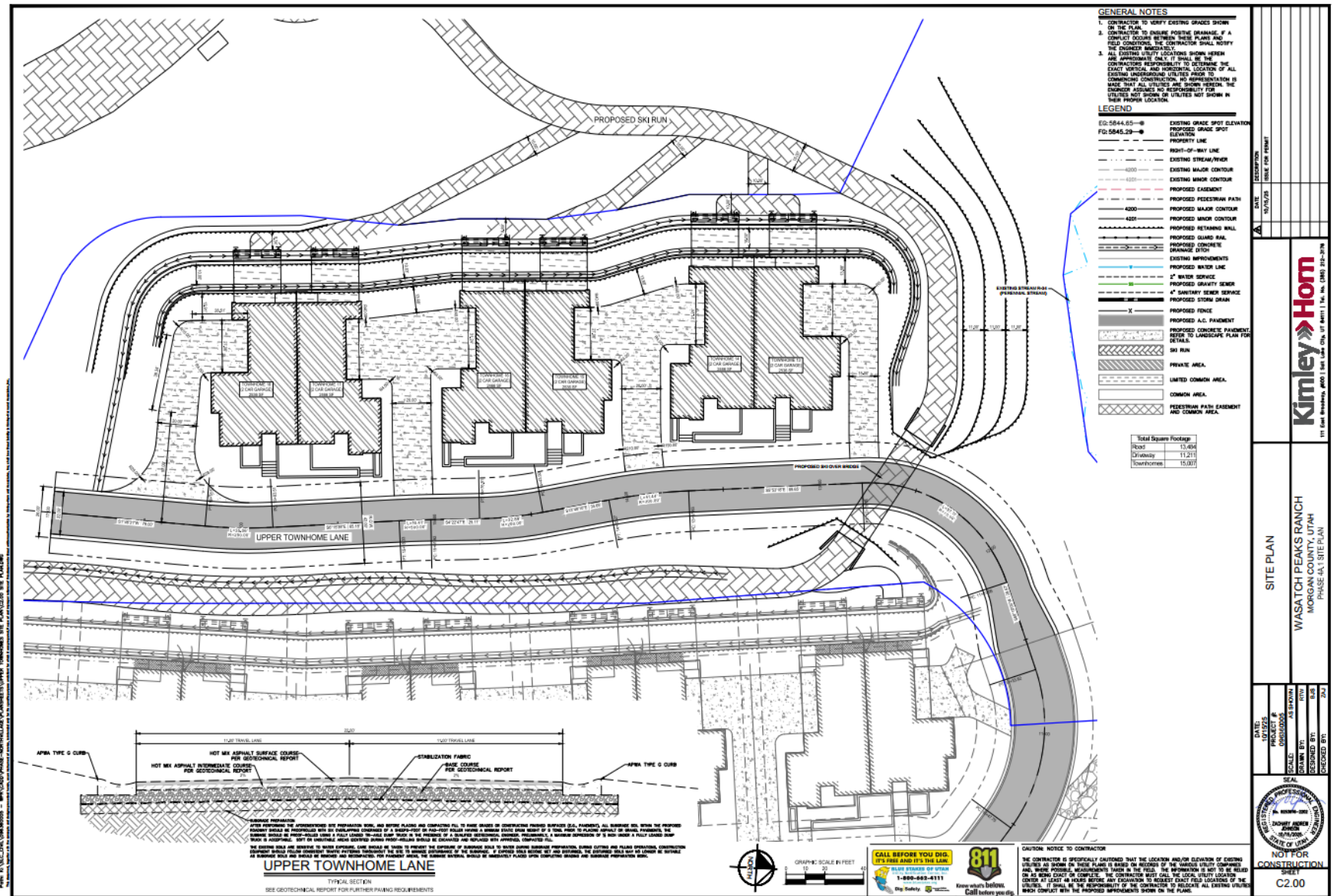
Attachment E: Building Elevations & Materials

## Attachment A: Vicinity Map



[Click here to view a full-size pdf version of the Site Plan](#)

# Attachment B: Proposed Site Plan



**Attachment C: Landscaping Plan**

[Click here to view a full-size .pdf version of the Landscaping Plan](#)



**Attachment D: Photometrics Plan**

[Click here to view a full-size .pdf version of the Photometrics Plan](#)



Owner | Wasatch Peaks Ranch, LLC  
4212 N Morgan Valley Drive  
Peterson, Utah 84050

Architect | Overland Partners, Inc.  
203 E Jones Avenue, Suite 104  
San Antonio, Texas 78219

Landscape Architect | Design Workshop  
132 S Main Street  
Aspen, Colorado 81611

Interior Design | Alder & Tweed Design Co  
4554 N Forestone Drive, Suite A1  
Park City, Utah 84098

Civil Engineer | Winter/Horn  
111 East Broadway, Suite 600  
Salt Lake City, Utah 84111

Structural Engineer | KPFF  
420 E South Temple, Suite 485  
Salt Lake City, Utah 84111

MEP | BG Building/Works  
251 Linden Street, Suite 200  
Fort Collins, Colorado 80524

Lighting Consultant | LG Group  
625 Basalt Avenue, Unit #300  
Basalt, Colorado 81621

Building Enclosure | WJE  
1344 South Flores Street, Suite 201  
San Antonio, Texas 78204

Life Safety | PRGO  
14425 NW Military Highway, Ste 108 #430  
San Antonio, Texas 78231

General Contractor | Big D Signature  
1389 Center Drive, Suite 360  
Park City, Utah 84098

SITE PLAN APPLICATION 10/16/2025

REVISION LOG

No.	Date	Description



PHOTOMETRIC CALCS

Project Name: Loft Townhomes 78/9  
Project Number: 1550.5

**A200**

[Click here to view a full-size .pdf version of the Building Elevations & Materials](#)

**Attachment E: Building Elevations & Materials**





## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: (435) 800.8724

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

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

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

Commission Meeting Date: 4/7/26 Time Requested: 15 min  
Name: Joshua Cook Phone: (801) 845-4015  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

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

**Public Meeting/Discussion/Decision** – *WPR Phase 6C & 6D Preliminary Plat Modification*: A request for preliminary plat approval a subdivision of 18 lots, identified by parcel number 00-0093-1362 and serial number 12-004-014-01-1-1-3, and is located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION   
DECISION   
BOTH   
INFORMATION ONLY

PUBLIC HEARING   
PUBLIC MEETING



## COUNTY COMMISSION

### STAFF REPORT

Preliminary Plat

April 7, 2026

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Wasatch Peaks Ranch Subdivision Phase 6C & 6D Preliminary Plat Modification  
April 7, 2026  
Public Meeting  
File #25.051

Applicant/Owner: Wasatch Peaks Ranch, LLC  
Project Location: Approx. 5233 W. Wasatch Peaks Rd.  
Parcel Numbers: 00-0093-1280 & 00-001-1583  
Serial Numbers: 12-004-008-01-1-1 & 12-004-009  
Current Zoning: Resort Special District w/ Development Agreement  
Acreage: Approx. 276.60 acres combined

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#### **REQUEST:**

A request for preliminary plat approval of an 18-lot subdivision divided into two (2) more phases (6C & 6D).

**PLANNING COMMISSION SUMMARY:** The Planning Commission heard this item at their regularly scheduled meeting on March 26th, 2026. There were comments made during the public comment portion of the meeting regarding the need to respect landowner water rights and maintain ditches, irrigation channels, and waterways, particularly in the area of the subject property and construction of the applicable phase at the Wasatch Peaks Ranch (WPR). Discussion from the Planning Commission included questions about whether ditches needed to be labeled on subdivision plats; staff indicated that they would research this question. The Planning Commission voted to recommend approval of the application with a 5–0 vote. Member Watt was absent from the meeting.

#### **ATTORNEY GUIDANCE:**

##### **Administrative Review:**

The sole issue in land use administration is whether the application complies with county ordinances. If it does, it must be approved.

**Applicable law:**

*An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application and pays all application fees, unless:*

*“(A) the land use authority, on the record, formally finds that a compelling, countervailing public interest would be jeopardized by approving the application and specifies the compelling, countervailing public interest in writing; or*

*(B) in the manner provided by local ordinance and before the applicant submits the application, the county formally initiates proceedings to amend the county’s land use regulations in a manner that would prohibit approval of the application as submitted.”*

*Utah Code Ann. § 17-79-803(1)(a)(II).*

*“The Utah Supreme Court has indicated that a significant threat to the public welfare should be considered compelling. “If a proposal met zoning requirements at the time of application but seriously threatens public health, safety, or welfare, the interests of the public should not be thwarted.” W. Land Equities v. Logan, 617 P.2d 388, 395-96 (Utah Sup.Ct. 1980).”*

Staffs’ findings are legally sufficient to adopt if the Commission finds that the application is complete, conforms to the requirements of the applicable land use regulations, land use decisions, and development standards, and there are no apparent threats to public health, safety, or welfare that would support a compelling countervailing public interest to recommend denying the application. Staffs’ recommended conditions are required by county ordinances and appear to be legal conditions.

Recommendations for denial and/or additional findings must be placed on the record, contain a legal basis, and supported by substantial evidence. Legal can provide guidance on what is required for a sufficient record and what is considered substantial evidence.

**STAFF RECOMMENDATION:**

County Staff has reviewed the plans for the modifications to the respective preliminary plats for the Wasatch Peaks Ranch (WPR) Subdivision 6C & 6D phases. Staff recommends approval of the requested preliminary plat based on the following findings and with the conditions listed below:

***Findings:***

- 1. That the proposal complies with the Morgan County zoning and subdivision regulations and the WPR Development Agreement.*
- 2. That the proposal is not detrimental to the health, safety, and welfare of the public.*

**Conditions:**

1. *All outsourced consultant fees are paid current prior to final plat application.*
2. *That all other local, state, and federal laws are adhered to.*
3. *The developer shall install any requisite infrastructure, including roadways, etc. as part of the preliminary plat approval.*

**PROJECT DESCRIPTION:**

**Proposal Details**

This request is for an 18-lot subdivision preliminary plat. Each lot will consist of a building activity envelope (BAE) with setbacks and frontage from newly constructed private streets. The homes will all be detached single-family dwellings. All improvements and disturbances will be required to stay within the BAE, excluding private ski access devices. The parcel being subdivided consists of 276.60 acres and will be divided into 18 single-family lots and open space for the subdivisions. The 18 lots largely range in size from 0.74 acres up to 7.23 acres, with an outlying larger 14.00-acre lot. The property is located west of the Peterson area in Morgan County and north and east of Phase 6.

The overall land use for the subdivision encompasses 276.60 acres. The residential lots comprise the majority of the property at 241.10 acres, while roads account for 18.90 acres to support internal circulation via the private street network. An additional 6.00 acres are designated as open space for the subdivision.

Sewer and water utilities will be privately owned and maintained by the Wasatch Peaks Ranch Water and Sewer District (WPR-UD). Road and fire protection services will be provided by the Wasatch Peaks Ranch Road & Fire District (WPR-RFD). Will-serve letters have been provided from both districts.

Road, fire protection, water, and sewer services are provided through private improvement districts, and corresponding service letters are included. Electrical service is provided by Rocky Mountain Power, and telephone and internet services are provided by All West; copies of the associated service agreements are included. Gas service will be supplied by individual propane service providers.

Member Services, functioning as the property owners' association and representative of the property owners for the development, is responsible for the coordination and management of shared services and amenities for residents and members of WPR. This includes the centralized administration of solid waste collection, as well as oversight of common infrastructure and community amenities in accordance with the governing DA.

**DISCUSSION:**

The Wasatch Peaks Ranch Development Agreement (DA) for this property was approved on October 30, 2019, by the Morgan County Council. This preliminary plat is consistent with the uses and layout as required by the DA and the applicable MCC Subdivision Standards. The preliminary plat requirements come from Morgan County’s Land Use Management Code, Title 15, Chapter 155, Sections 407-411. Staff has reviewed the requirements and procedures for a preliminary plat and have found that the application request meets the standards.

**§ 155.405: PRELIMINARY PLAT; PURPOSE:**

*The purpose of the preliminary plat is to require formal preliminary approval of a subdivision as provided herein in order to minimize changes and revisions which might otherwise be necessary on the final plat. The preliminary plat and all information and procedures relating thereto, shall in all respects, be in compliance with the provisions of this title and any other applicable county ordinances. (Ord. 10-16, 12-14-2010)*

**§ 155.409: REVIEW OF PRELIMINARY PLAT:**

*(A) The Planning Commission shall review the submitted preliminary plat and determine compliance with the standards and criteria set forth in this chapter and all other ordinances of the county, including, but not limited to, the Land Use Management Code, General Plan, master street plan, road and bridge standards and applicable Building Codes. Courtesy notice of the public meeting at which the Planning Commission reviews the proposed preliminary plat shall be provided in accordance with § [155.395](#) of this code. The Planning Commission shall make findings specifying any inadequacy in the application, noncompliance with county regulations, design and construction standards and/or engineering and the need for any additional information which may assist the Planning Commission to evaluate the preliminary plat. The Planning Commission may review all relevant information pertaining to the proposed development including, but not limited to, the following: Fire protection; sufficient supply of culinary and secondary water to the proposed subdivision; sanitary sewer and septic service; traffic considerations and the potential for flooding; and the like. The Planning Commission shall submit its findings and recommendations regarding approval or disapproval of the preliminary plat to the County Commission for review and decision.*

*(B) The County Commission shall review the findings and recommendations by the Planning Commission for the proposed preliminary plat. The County Commission may make any modifications to the proposed preliminary plat that it considers appropriate, and which are in accordance with this chapter.*

*(C) Granting of preliminary plat approval by the County Commission shall not constitute a final acceptance of the subdivision by the County Commission. Approval of the preliminary plat shall not relieve the subdivider of the responsibility to comply with all required conditions and ordinances and to provide the improvements and easements necessary to meet all county standards and requirements.*

(D) Preliminary plat approval must be granted by the county prior to the application for final plat approval.

(Prior Code, § 8-12-26) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

## ANALYSIS OF STANDARDS

<p><b>Ordinance Evaluation. Morgan County Code § 155.447 states the following:</b></p> <p><i>Prior to the County Council's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County a preliminary plat map and complete supporting preliminary plat information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.</i></p> <p><i>Therefore, this plat amendment has been reviewed for preliminary plat standards.</i></p>			
<p><b>§ 155.407: PRELIMINARY PLAT SUBMITTAL:</b> <i>The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:</i></p>			
<b>A</b>	<p><b>Vicinity Map</b></p> <ol style="list-style-type: none"> <li>1. Drawn at a maximum scale of one thousand feet (1,000') to the inch.</li> <li>2. Show all existing and proposed roadways in the vicinity of the proposed development.</li> <li>3. A north arrow.</li> <li>4. The nearest section corner tie.</li> <li>5. Subdivision name.</li> </ol>	<b>Complies</b>	
<b>B</b>	<p><b>Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.</b></p>	<b>Complies</b>	
<b>C</b>	<p><b>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</b></p> <ol style="list-style-type: none"> <li>1. Drawn at a scale not smaller than one hundred feet (100') to the inch.</li> <li>2. A north arrow.</li> <li>3. Subdivision name.</li> <li>4. The layout and names and widths of existing and future road rights of way.</li> <li>5. A tie to a permanent survey monument at a section corner.</li> <li>6. The boundary lines of the subdivision with bearings and distances.</li> <li>7. The layout and dimensions of proposed lots with lot areas in square feet.</li> <li>8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces.</li> <li>9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings.</li> <li>10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas.</li> <li>11. Location and ownership of all adjoining tracts of land.</li> <li>12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010)</li> </ol>	<b>Complies</b>	
<b>D</b>	<p><b>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</b></p> <ol style="list-style-type: none"> <li>1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.</li> </ol>	<b>Complies</b>	

	<ul style="list-style-type: none"> <li>2. Topography at two foot (2') contour intervals.</li> <li>3. North arrow.</li> <li>4. Subdivision name.</li> <li>5. Areas of substantial earthmoving.</li> <li>6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains.</li> <li>7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA).</li> <li>8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage.</li> <li>9. Show any existing wetlands.</li> <li>10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012)</li> </ul>		
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ul style="list-style-type: none"> <li>1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.</li> <li>2. North arrow.</li> <li>3. Subdivision name.</li> <li>4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications.</li> <li>5. Show location and dimensions of all utility easements.</li> </ul>	Complies	
F	<p>The subdivider shall provide the following documents with the application:</p> <ul style="list-style-type: none"> <li>1. Three (3) copies of a geotechnical soils report.</li> <li>2. A traffic report when required by the planning commission or county engineer.</li> <li>3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision.</li> <li>4. A Will Serve Letter from all utility companies or providers that states: <ul style="list-style-type: none"> <li>a. That their system has capacity to serve the proposed development, documentation of such available capacity and specifying the amount of such capacity that will be utilized for the proposed project.</li> <li>b. Any conditions of required improvements before they can serve the subdivision</li> </ul> </li> <li>5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval.</li> <li>6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist.</li> <li>7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat.</li> <li>8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health department and proof of all water rights, including quantities (water rights certificates, etc.), for each</li> </ul>	Complies	

	<p>well and water source to be utilized for the development.</p> <p>9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply.</p> <p>10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.</p>		
<b>G</b>	When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.	<b>Complies</b>	
<b>H</b>	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	<b>Complies</b>	
<b>I</b>	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	<b>Complies</b>	
<b>J</b>	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	<b>Complies</b>	
<b>K</b>	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	<b>Complies</b>	
<b>L</b>	Any additional submittal requirements required for or by master planned development reserves, specific development agreements, or requirements and conditions of other applicable ordinances or previous approvals. (Ord. 10-16, 12-14-2010)	<b>Complies</b>	

## **EXITING CONDITIONS & ZONING**

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The elevation on the site ranges between 5,780 feet on the eastern portion to 6,200 feet on the southwest side of the site. Slope gradients on the site range from shallow (less than 15%) to moderately steep (15 to 25%). The soil types are Qms, Qgao, and Tn. Due to the slope of the site and soils, a geologic hazards study is required and has been reviewed by planning staff.

## DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Fire/EMS Services: No comments

Engineering: Comments have been received and addressed

## PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on or before March 16, 2026; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on or before March 16, 2026.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on or before March 16, 2026.
- ✓ A sign was posted on the site on or before March 16, 2026.

## Recommended Motions

**Motion for Approval** – “I move we approve the WPR Phase 6C & 6D Preliminary Plat Modification, application #25.051, allowing for an 18-lot subdivision of land located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 7, 2026.”

**Motion for Approval with Conditions** – “I move we approve the WPR Phase 6C & 6D Preliminary Plat Modification, application #25.051, allowing for an 18-lot subdivision of land located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 7, 2026, and the following conditions:”

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

**Motion for Denial** – “I move we deny the WPR Phase 6C & 6D Preliminary Plat Modification, application #25.051, not allowing for an 18-lot subdivision of land located at approximately 5233 West Wasatch Peaks Road in unincorporated Morgan County, *due to the following findings:*”

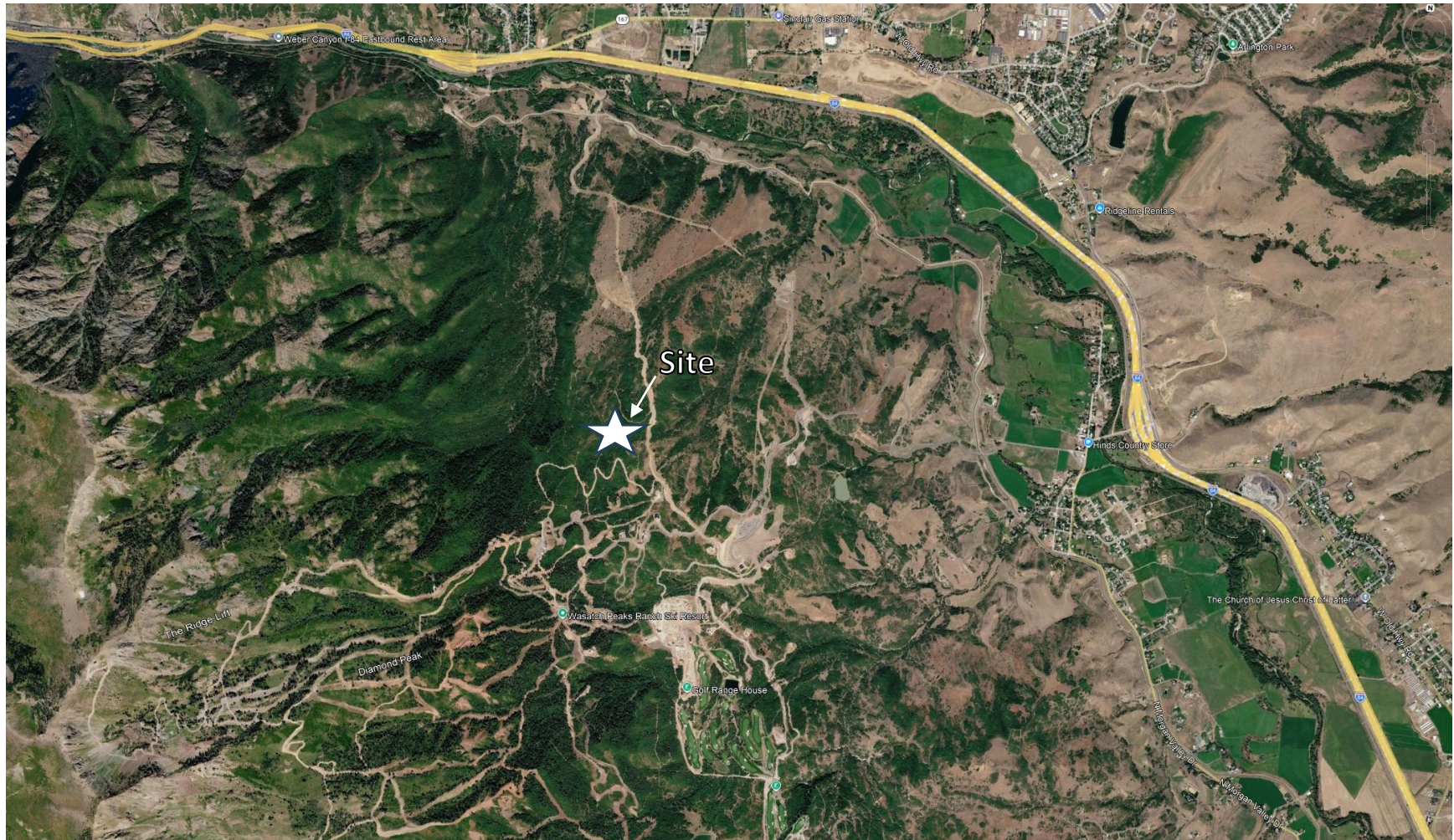
## Additional Information

### Attachments:

Attachment A: Vicinity Map

Attachment B: Proposed Preliminary Plat

## Attachment A: Vicinity Map







## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: (435) 800.8724

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

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

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

Commission Meeting Date: 4/7/26 Time Requested: 15 min  
Name: Joshua Cook Phone: (801) 845-4015  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

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

**Public Meeting/Discussion/Decision** – *Shadow Creek Development Final Plat*: A request for final plat approval a subdivision of 14 lots, identified by parcel numbers 00-0093-4182 & 00-0090-2565 and serial number 01-004-529-01-2-2-4 , 01-004-523-06, and is located at approximately 145 S. Morgan Valley Drive in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION   
DECISION   
BOTH   
INFORMATION ONLY

PUBLIC HEARING   
PUBLIC MEETING



**COUNTY COMMISSION  
STAFF REPORT**

Final Plat  
April 7, 2026

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Shadow Creek Development Final Plat  
April 7, 2026  
Public Meeting  
File #25.057

Applicant/Owner: Jeff Lowe  
Owner: High Country Global Solutions LLC  
Project Location: Approx. 700' NW of W. Surrey Ln. / N. Morgan Valley Dr. Int.  
Parcel Numbers: 00-0093-4182 & 00-0090-2565  
Serial Numbers: 01-004-529-01-2-2-4 & 01-004-523-06  
Current Zoning: Rural Residential (RR-5)  
Acreage: Approximately 78.10 acres combined

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**REQUEST:**

Request for final plat approval of a single-family subdivision of 14 lots.

**ATTORNEY GUIDANCE:**

**Administrative Review:**

The sole issue in land use administration is whether the application complies with county ordinances. If it does, it must be approved.

**Applicable law:**

*An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application and pays all application fees, unless:*

*“(A) the land use authority, on the record, formally finds that a compelling, countervailing public interest would be jeopardized by approving the application and specifies the compelling, countervailing public interest in writing; or*

*(B) in the manner provided by local ordinance and before the applicant submits the application, the county formally initiates proceedings to amend the county's land use regulations in a manner that would prohibit approval of the application as submitted.*

*Utah Code Ann. § 17-79-803(1)(a)(II)*”

*“The Utah Supreme Court has indicated that a significant threat to the public welfare should be considered compelling. “If a proposal met zoning requirements at the time of application but seriously threatens public health, safety, or welfare, the interests of the public should not be thwarted.” W. Land Equities v. Logan, 617 P.2d 388, 395-96 (Utah Sup.Ct. 1980).”*

Staffs’ findings are legally sufficient to adopt if the Commission finds that the application is complete, conforms to the requirements of the applicable land use regulations, land use decisions, and development standards, and there are no apparent threats to public health, safety, or welfare that would support a compelling countervailing public interest to recommend denying the application. Staffs’ recommended conditions are required by county ordinances and appear to be legal conditions.

Recommendations for denial and/or additional findings must be placed on the record, contain a legal basis, and supported by substantial evidence. Legal can provide guidance on what is required for a sufficient record and what is considered substantial evidence.

**STAFF RECOMMENDATION:**

County Staff has reviewed the plans for the Shadow Creek Development. Staff recommends approval of the requested final plat based on the following findings and with the conditions listed below:

**Findings:**

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan and zoning regulations.
3. The proposal is not detrimental to the health, safety, and welfare of the public.

**Conditions:**

1. That all outsourced consultant fees are paid current prior to final plat application.
2. That all other local, state, and federal laws are adhered to.
3. That the developer shall install any requisite infrastructure, including roadways, etc. as part of the final plat approval.

## **PROJECT DESCRIPTION:**

### **Proposal Details**

This request is for a 14-lot final subdivision plat. Each lot will consist of road frontage from proposed private streets. The parcels being subdivided spans a total of 78.10 acres. It will be subdivided into 14 single-family lots that vary in size from 5.03 to 6.26 acres, with an average lot size of approximately 5.31 acres. The property is located northwest of the T-intersection of Young Street and Morgan Valley Drive in the Milton area.

The developer will construct a private road system that will connect with North Morgan Valley Drive east of the subdivision. The proposed names for the new private streets are requested to be North Shadow Creek Lane (150 S.) and South Shadow Creek Lane (180 S). The applicant is currently coordinating with the Morgan County Addressing official to finalize the street naming and address assignments. Sewer and water utilities will be privately owned and derived from individual well and septic systems as regulated by the Weber-Morgan Health Department. Fire protection services will be provided by the Morgan County Fire Department (MCFD).

## **DISCUSSION:**

The applicant previously was granted concept plan approval 14 lots (application #23.070) by the Morgan County Commission on June 18, 2024. Concept Plans are no longer required for subdivision applications pursuant to CO-25-09, which was approved by the County Commission on May 6, 2025. The County Commission approved the preliminary plat design on May 6, 2025. This final plan is consistent with the uses and layout as required by the applicable MCC Subdivision Standards.

The final plat requirements come from Morgan County's Land Use Management Code, Title 15, Chapter 155, Sections 412-424. Staff has reviewed the requirements and procedures for a final plat and have found that the application request meets the standards.

### ***155.412: FINAL PLAT; PURPOSE:***

*The purpose of the final plat is to require formal approval by the County Commission before a subdivision plat is recorded in the office of the County Recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this chapter. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements and fees shall be required to be submitted with the final drawings.*

*(Prior Code, § 8-12-29) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)*

**§ 155.419 REVIEW BY THE COUNTY COMMISSION:**

*Within a reasonable time following the recommended approval of the final plat by the Zoning Administrator, the final plat shall be submitted to the County Commission for its review and consideration. The County Commission shall not be bound by the recommendations of the Zoning Administrator and may set its own conditions and requirements consistent with this chapter. If the County Commission determines that the final plat is in conformity with the requirements of this chapter, other applicable ordinances and that the County Commission is satisfied with the final plat of the subdivision, it shall approve the final plat. If the County Commission determines that the final plat is not in conformity with this chapter or other applicable ordinances, it shall disapprove the final plat specifying the reasons for such disapproval. No final plat shall have any force or effect unless the same has been approved by the County Commission and signed by the County Commission Chairperson and the County Clerk. Best efforts shall be made by staff to notify the Planning Commission of final decisions of the County Commission.*

*(Prior Code, § 8-12-36) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)*

**ANALYSIS OF STANDARDS**

Standards	Findings	Rationale
<p><b>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-29 states the following:</b></p> <p>155.412: FINAL PLAT; PURPOSE:</p> <p><i>The purpose of the final plat is to require formal approval by the county council before a subdivision plat is recorded in the office of the Morgan County recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this title. The final plat and construction drawings shall be submitted at the time of final plat application and shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Additionally, all other final plat requirements such as title report(s), improvements guarantee agreements, and fees shall be required to be submitted with the final drawings. (Ord. 10-16, 12-14-2010)</i></p>		
<p><b>155.414: OTHER REQUIRED INFORMATION:</b></p> <p><i>A. Final storm drainage plans and erosion control plans with final hydraulic and hydrologic storm drainage calculations, water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage, and any other drainage information required by the county engineer in order to demonstrate mitigation of potential harmful impact.</i></p> <p><i>B. Construction drawings which show existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements and the location of all utilities, and shall meet all county standards and specifications. All construction drawings shall have the designing engineer's Utah state license seal, date and signature stamped on all submitted sheets. (Ord. 12-09, 9-18-2012)</i></p>		
<p><b>155.415: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:</b></p>		
A	<p><b>The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24"</b></p>	Complies

	<p>x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.</p>		
<b>B</b>	<p>The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.</p>	Complies	
<b>C</b>	<p>The plat shall contain a north arrow and scale of the drawing and the date.</p>	Complies	
<b>D</b>	<p>Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.</p> <p>1. A signature on the plat by a service provider shall be a commitment to provide the respective service to the lots created pursuant to the plat.</p>	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Commission recommend changes to the plat.
<b>E</b>	<p>An accurate and complete survey, which conforms to Utah state law.</p>	Complies	The survey has been completed.
<b>F</b>	<p>Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.</p>	Complies	
<b>G</b>	<p>The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.</p>	Complies	
<b>H</b>	<p>All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.</p>	Complies	

I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat: 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor.	Complies	
N	The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate: 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form:  OWNERS DEDICATION  <i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 20 .</i>  (Add appropriate acknowledgments)  3. Notary public's acknowledgement for each signature on the plat.	Complies	

	<p>4. A correct metes and bounds description of all property included within the subdivision.</p> <p>5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat.</p> <p>6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor.</p> <p>7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat.</p> <p>8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards.</p> <p>9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county.</p>		
O	<p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p>	Does Not Apply	
P	<p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p>	Complies	

## DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Fire/EMS Services: Comments have been received and have been addressed

Engineering: Comments have been received and have been addressed

Surveying: Comments have been received and have been addressed

### Recommended Motions

**Motion for Approval** – “I move we approve the Shadow Creek Development Final Plat, application #25.057, allowing for a 14-lot subdivision of land located approximately 700 feet northwest of the intersection of West Surrey Lane and North Morgan Valley Drive in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 7, 2026.”

**Motion for Approval with Conditions** – “I move we approve the Shadow Creek Development Final Plat, application #25.057, allowing for a 14-lot subdivision of land located approximately 700 feet northwest of the intersection of West Surrey Lane and North Morgan Valley Drive in unincorporated Morgan County, based on the findings and with the conditions listed in the staff report dated April 7, 2026, and the following conditions:”

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

**Motion for Denial** – “I move we deny the Shadow Creek Development Final Plat, application #25.057, not allowing for a 14-lot subdivision of land located approximately 700 feet northwest of the intersection of West Surrey Lane and North Morgan Valley Drive in unincorporated Morgan County, *due to the following findings:*”

### Attachments:

Attachment A: Vicinity Map

Attachment B: Proposed Final Plat

## Attachment A: Vicinity Map



[Click here to view a full-size .pdf version of the plat drawings](#)

Attachment A: Proposed Final Plat (Pg. 1 of 2)

**SHADOW CREEK SUBDIVISION**  
PART OF THE E 1/2 OF SECTION 34 AND THE W 1/2 OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN  
MORGAN COUNTY, UTAH  
FEBRUARY, 2028

**LINE TABLE**

LINE	LENGTH	BEARING
11	71.00'	N40°17'31"W
12	16.67'	N01°04'37"E
13	61.67'	N79°32'37"E
14	78.34'	S17°02'36"W
15	28.47'	S87°52'37"E
16	72.83'	N42°52'37"E
17	15.17'	N01°04'37"E
18	43.23'	N07°04'37"E
19	62.17'	N07°04'37"E
20	32.67'	N41°52'37"E
21	25.17'	N07°04'37"E
22	10.67'	N03°04'37"E
23	43.67'	N49°04'37"E
24	70.17'	N49°04'37"E
25	13.67'	S49°04'37"E
26	42.17'	S07°04'37"E
27	41.67'	S07°04'37"E
28	19.17'	S49°04'37"E
29	22.67'	S07°04'37"E
30	22.17'	S07°04'37"E
31	22.17'	S07°04'37"E
32	22.17'	S07°04'37"E
33	22.17'	S07°04'37"E
34	22.17'	S07°04'37"E
35	22.17'	S07°04'37"E
36	22.17'	S07°04'37"E
37	22.17'	S07°04'37"E
38	22.17'	S07°04'37"E
39	22.17'	S07°04'37"E
40	22.17'	S07°04'37"E
41	22.17'	S07°04'37"E
42	22.17'	S07°04'37"E
43	22.17'	S07°04'37"E
44	22.17'	S07°04'37"E
45	22.17'	S07°04'37"E
46	22.17'	S07°04'37"E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	LONG CHORD
C1	71.00'	285.00'	274.74'
C2	22.17'	138.89'	132.70'
C3	31.34'	205.00'	272.25'
C4	40.79'	285.00'	272.25'
C5	7.17'	138.89'	132.70'
C6	22.17'	205.00'	272.25'
C7	15.17'	102.50'	102.50'
C8	28.47'	145.00'	145.00'
C9	28.17'	105.00'	105.00'
C10	32.67'	235.00'	235.00'
C11	25.17'	285.00'	285.00'
C12	10.67'	102.50'	102.50'
C13	43.67'	195.00'	195.00'
C14	43.67'	255.00'	255.00'
C15	13.67'	255.00'	255.00'
C16	42.17'	255.00'	255.00'
C17	41.67'	255.00'	255.00'
C18	19.17'	255.00'	255.00'
C19	22.67'	255.00'	255.00'
C20	22.17'	255.00'	255.00'
C21	22.17'	255.00'	255.00'
C22	22.17'	255.00'	255.00'
C23	22.17'	255.00'	255.00'
C24	22.17'	255.00'	255.00'
C25	22.17'	255.00'	255.00'
C26	22.17'	255.00'	255.00'
C27	22.17'	255.00'	255.00'

**LEGAL DESCRIPTION**

PART OF THE EAST 1/2 OF SECTIONS 34 AND THE WEST 1/2 OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN MORGAN COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34; THENCE S67°34'42" W 268.88 FEET TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE S82°04'37" W 125.16 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A OF GILES ESTATES SUBDIVISION AMENDED PLAT NO. 1, ENTRY NO. 14820; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MORGAN VALLEY DRIVE THE FOLLOWING THREE COURSES:

1. S82°04'37" W 110.00 FEET ALONG A CURVE TO THE LEFT, CONCISE TO THE SOUTH WITH A RADIUS OF 255.00 FEET AND A LONG CHORD BEARING S25°21'37" W 110.00 FEET;
2. S87°04'37" W 141.71 FEET;
3. WESTERLY 257.40 FEET ALONG A CURVE TO THE RIGHT, CONCISE TO THE NORTH WITH A RADIUS OF 138.89 FEET AND A LONG CHORD BEARING S87°04'37" W 257.40 FEET TO THE NORTHEASTERN BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AS ENTRY 5878 IN BOOK 88 ON PAGE 65 ON AUGUST 15, 1989;

THENCE ALONG SAID NORTHEASTERN BOUNDARY THE FOLLOWING FOUR COURSES:

1. S42°33'37" W 178.81 FEET (204.54 FEET BY RECORD);
2. N44°17'37" W 71.00 FEET;
3. N07°04'37" W 32.17 FEET;
4. N77°04'37" W 62.00 FEET;

THENCE N47°04'37" W 207.20 FEET (208.00 FEET BY RECORD) ALONG A FENCE; THENCE N49°04'37" W 288.39 FEET ALONG A FENCE AND ITS PROJECTION TO THE CENTER OF EAST CANYON DRIVE;

THENCE ALONG SAID FENCE THE FOLLOWING FORTY-TWO COURSES:

1. S27°04'37" W 62.00 FEET;
2. S31°17'37" W 20.53 FEET;
3. S77°04'37" W 28.16 FEET;
4. S49°04'37" W 15.16 FEET;
5. N47°04'37" W 58.14 FEET;
6. N54°33'37" W 75.28 FEET;
7. N47°04'37" W 28.16 FEET;
8. N07°04'37" W 15.16 FEET;
9. N17°04'37" W 42.16 FEET;
10. N07°04'37" W 15.16 FEET;
11. N17°04'37" W 42.16 FEET;
12. N47°04'37" W 28.16 FEET;
13. N47°04'37" W 28.16 FEET;
14. N47°04'37" W 28.16 FEET;
15. N47°04'37" W 28.16 FEET;
16. N47°04'37" W 28.16 FEET;
17. N47°04'37" W 28.16 FEET;
18. N47°04'37" W 28.16 FEET;
19. S37°04'37" W 42.16 FEET;
20. S25°21'37" W 42.16 FEET;
21. S25°21'37" W 42.16 FEET;
22. S25°21'37" W 42.16 FEET;
23. S25°21'37" W 42.16 FEET;
24. S25°21'37" W 42.16 FEET;
25. S47°04'37" W 42.16 FEET;
26. S47°04'37" W 42.16 FEET;
27. S47°04'37" W 42.16 FEET;
28. S47°04'37" W 42.16 FEET;
29. S47°04'37" W 42.16 FEET;
30. S47°04'37" W 42.16 FEET;
31. S47°04'37" W 42.16 FEET;
32. S47°04'37" W 42.16 FEET;
33. S47°04'37" W 42.16 FEET;
34. S47°04'37" W 42.16 FEET;
35. S47°04'37" W 42.16 FEET;
36. S47°04'37" W 42.16 FEET;
37. S47°04'37" W 42.16 FEET;
38. S47°04'37" W 42.16 FEET;
39. S47°04'37" W 42.16 FEET;
40. S47°04'37" W 42.16 FEET;
41. S47°04'37" W 42.16 FEET;
42. S47°04'37" W 42.16 FEET;

THENCE ALONG THE BOUNDARY OF SAID LOT 4A THE FOLLOWING FOUR COURSES:

1. N77°04'37" W 32.16 FEET;
2. S31°17'37" W 27.16 FEET;
3. S07°04'37" W 15.16 FEET ALONG A CURVE TO THE LEFT, CONCISE TO THE SOUTHWEST CORNER OF LOT 4A OF SAID GILES ESTATES SUBDIVISION AMENDED PLAT NO. 1;
4. S27°04'37" W 42.16 FEET;

THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING SIX COURSES:

1. N27°04'37" W 42.16 FEET;
2. N07°04'37" W 42.16 FEET ALONG A CURVE TO THE RIGHT, CONCISE TO THE SOUTH WITH A RADIUS OF 200.00 FEET AND A LONG CHORD BEARING N07°04'37" W 42.16 FEET;
3. N27°04'37" W 42.16 FEET;
4. S27°04'37" W 42.16 FEET;
5. S27°04'37" W 42.16 FEET;
6. S27°04'37" W 42.16 FEET;

CONTAINING 3,462.71 SQUARE FEET OR 78.14 ACRES MORE OR LESS.

**NOTES & RESTRICTIONS**

1. ALL NEW HOME CONSTRUCTION MUST HAVE THE LOWEST FLOOR, INCLUDING THE BASEMENT FLOOR, CONSTRUCTED AT LEAST ONE FOOT ABOVE THE BASE FLOOD ELEVATION.
2. THE COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITH DEVELOPMENTS AS OUTLINED IN THE APPLICABLE BUILDING AND FIRE CODES. IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT UNLESS THE OCCUPANCY TYPE IS LISTED IN THE OCCUPANCY CERTIFICATE ISSUED BY THE COUNTY.
3. NO PERMANENT STRUCTURES ARE ALLOWED TO BE CONSTRUCTED WITHIN ANY EASEMENT, WITH THE EXCEPTION OF THE IRRIGATION FACILITIES TO BE CONSTRUCTED WITHIN THE EASEMENT DESIGNATED FOR IRRIGATION PURPOSES.
4. MORGAN COUNTY HAS APPROVED THIS DEVELOPMENT WITH A CONDITION THAT MAINTENANCE AND REPAIR EXPENSES FOR SHADOW CREEK SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER WITHIN THIS SUBDIVISION. FAILURE TO MAINTAIN THE ROAD UNDER ALL CONDITIONS RELIEVES THE OWNER OF ANY LIABILITY THEREOF.
5. THE PRIVATE STREETS ARE DESIGNATED AS UNIMPROVED PUBLIC UTILITY EASEMENTS.
6. THE SHOWN 100-YEAR FLOODPLAIN IS BASED ON FEMA FLOOD INSURANCE RATE MAP #24083984M WITH EFFECTIVE DATE 10/27/2017.
7. IN ADDITION TO THE TYPICAL SHOWN PUBLIC UTILITY EASEMENTS, ALL LOTS ARE SUBJECT TO A 20-FOOT WIDE EASEMENT ALONG THEIR FRONTING SIDE PUBLIC UTILITIES AND IRRIGATION. LOT 9 IS ALSO SUBJECT TO A 15-FOOT WIDE EASEMENT ALONG ITS SOUTHWESTERN BOUNDARY FOR AN IRRIGATION EASEMENT THAT SERVES THE LOTS WITHIN THE GILES SUBDIVISION.
8. LOTS 4, 8 AND 11 ARE EACH SUBJECT TO AN EASEMENT FOR THE CONSTRUCTION, ACCESS AND MAINTENANCE OF AN IRRIGATION CANAL. LOT 11 IS ALSO SUBJECT TO AN EASEMENT FOR AN IRRIGATION PUMP AND FLEXION STATION AT ITS NORTHEASTERN CORNER AS DEPICTED.
9. NO CONSTRUCTION IS ALLOWED WITHIN ANY EASEMENT.
10. NOTICE OF RIGHTS TO FARM. MORGAN COUNTY IS A RIGHTS TO FARM COMMUNITY. THIS SUBDIVISION IS LOCATED ADJACENT TO PROPERTY THAT IS OWNED/RANCHES. LOT OWNERS ARE HEREBY NOTIFIED THAT AGRICULTURAL OPERATIONS NOW BEING CONDUCTED ON THIS LAND AND THAT THESE OPERATIONS MAY CONTRIBUTE TO NOISES AND ODORS UNDESIRABLE TO SOME RESIDENTS.
11. THE CENTERLINE OF EAST CANYON DRIVE SHOWN HEREIN REPRESENTS ITS CURRENT LOCATION AS DETERMINED BY RECORD OF SURVEY #1114 FILED IN THE MORGAN COUNTY RECORDER'S OFFICE ON 6/25/2024. BOTH THIS SUBDIVISION AND THE ADJOINING BEACON CREEK ESTATES RECORDED ON 3/25/1998 AS ENTRY NUMBER 88811 REFERENCE THE CREEK CENTERLINE AS THE BOUNDARY THEREOF. THE BOUNDARY BETWEEN THESE DEVELOPMENTS IS THE MORGAN COUNTY CENTERLINE OF THE CREEK CENTERLINE, INCLUDING GAPS AND OVERLAPS, AND IS NOT INTENDED TO BE A BOUNDARY BETWEEN THE LANDS INCLUDED IN THIS PLAT. THE DIFFERENCE BETWEEN PLATS DOES NOT INTEND TO EFFECT A CHANGE IN AREA.

**OWNER'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAID TRACT TO BE SURVEYED AND LOTS AND STREETS TO BE IDENTIFIED HEREBY AS:

SHADOW CREEK SUBDIVISION

DO HEREBY DEDICATE FOR THE BENEFIT OF THE PUBLIC ALL PARCELS OF LAND, OTHER UTILITIES OR EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. WE CONVEY PRIVATE RIGHTS TO THE SHADOW CREEK RECREATIONAL HOBBYISTS ASSOCIATION. FURTHERMORE, WE INCORPORATE THE NOTES & RESTRICTIONS AS LISTED HEREON. IN WITNESS WHEREOF, WE HAVE HEREON SET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

BY: HIGH COUNTRY GLOBAL SOLUTIONS LLC

JEFFREY LOWE, MANAGER

**ACKNOWLEDGMENT**

STATE OF UTAH \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028, I, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME BY THE SIGNATURE OF SAID PARTY, WHOSE NAME IS SUBSCRIBED TO THIS DOCUMENT, AND ADMITTED HEREBY TO BE THE MANAGER OF HIGH COUNTRY GLOBAL SOLUTIONS LLC, A UTAH LIMITED LIABILITY COMPANY, AND THE LIMITED LIABILITY COMPANY BEING AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SAID PARTY.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY PUBLIC FULL NAME: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

A NOTARY PUBLIC COMMISSIONED IN UTAH (ENTRY 554, NOT RECORDED PER UTAH CODE 49-1-102)

**COUNTY RECORDER'S ENTRY NO. \_\_\_\_\_**

STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ FEE \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

FILED IN FILE OF PLATS \_\_\_\_\_ COUNTY RECORDER

**MORGAN COUNTY SURVEYOR**

THIS IS TO CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICE. THE APPROVAL OF THIS PLAT DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND FOR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

MORGAN COUNTY SURVEYOR

**MORGAN COUNTY PLANNING COMMISSION**

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE MORGAN COUNTY PLANNING COMMISSION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

**MORGAN COUNTY COMMISSION**

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT AND THE DEDICATION ARE HEREBY ACCEPTED AND THE COMMISSION THEREON IS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2028, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

CHARMAN, MORGAN COUNTY COMMISSION

ATESTER, MORGAN COUNTY CLERK

**LINE LEGEND**

- BOUNDARY
- NEW LOT LINE
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTERLINE
- PUBLIC UTILITY EASEMENT HEREBY DEDICATED
- BUILDING SETBACK (MAIN BUILDING)
- SECTION LINE
- SURVEY CONTROL LINE
- 100-YEAR FLOOD PLAIN
- BANK OF CREEK PER ROS #1118 FILED 6/25/2024
- PRIVATE STREET HEREBY CONVEYED TO HOA
- ADJOINING PARCEL LINE
- BANK OF IRRIGATION CANAL

**SYMBOL LEGEND**

- PROPOSED WELL W/ 100' RADII WELL PROTECTION ZONE
- SET REBAR W/ CAP
- REBAR W/JOHN P. REEVE CAP
- REBAR W/MOUNTAIN ENGINEERING CAP
- PERCOLATION TEST HOLE
- STREET ADDRESS
- 1/4 SECTION CORNER
- SECTION CORNER

**MORGAN COUNTY ATTORNEY**

APPROVED AS TO FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

MORGAN COUNTY ATTORNEY

**MORGAN COUNTY ENGINEER**

THIS IS TO CERTIFY THAT I HAVE INVESTIGATED THE LINES OF SURVEY OF THE FOREGOING PLAT, LEGAL DESCRIPTION OF THE LAND DESCRIBED THEREIN AND FIND THEM TO BE CORRECT AND TO AGREE WITH THE LINES AND MONUMENTS ON RECORD IN THIS OFFICE AND THE MORGAN COUNTY RECORDER'S OFFICE.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

MORGAN COUNTY ENGINEER

**WEBER-MORGAN HEALTH DEPARTMENT**

ON-SITE WASTE TREATMENT FACILITIES ARE HEREBY APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2028.

MANAGER

**ROS #1118 FILED 6/25/2024**

SHADOW CREEK DEVELOPMENTS, LLC  
4860 W 2900 S  
MILLSVILLE, UT 84339

**SURVEY CERTIFICATE**

I, STEVEN C. EARL, A PROFESSIONAL LAND SURVEYOR, HOLD CERTIFICATE NO. 318079-0051, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, WHICH IS ACCURATELY DESCRIBED THEREIN, AND HAVE SUBMITTED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS TO BE HEREBY SHOWN AS SHOWN ON SAID SUBDIVISION, AND THAT THE SAME HAS BEEN OR WILL BE SURVEYED AND STOKED ON THE ORIGINAL AS SHOWN ON THIS PLAT.

**LEGAL DESCRIPTION**

PART OF THE EAST 1/2 OF SECTIONS 34 AND THE WEST 1/2 OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN MORGAN COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34; THENCE S67°34'42" W 268.88 FEET TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE S82°04'37" W 125.16 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A OF GILES ESTATES SUBDIVISION AMENDED PLAT NO. 1, ENTRY NO. 14820; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MORGAN VALLEY DRIVE THE FOLLOWING THREE COURSES:

1. S82°04'37" W 110.00 FEET ALONG A CURVE TO THE LEFT, CONCISE TO THE SOUTH WITH A RADIUS OF 255.00 FEET AND A LONG CHORD BEARING S25°21'37" W 110.00 FEET;
2. S87°04'37" W 141.71 FEET;
3. WESTERLY 257.40 FEET ALONG A CURVE TO THE RIGHT, CONCISE TO THE NORTH WITH A RADIUS OF 138.89 FEET AND A LONG CHORD BEARING S87°04'37" W 257.40 FEET TO THE NORTHEASTERN BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AS ENTRY 5878 IN BOOK 88 ON PAGE 65 ON AUGUST 15, 1989;

THENCE ALONG SAID NORTHEASTERN BOUNDARY THE FOLLOWING FOUR COURSES:

1. S42°33'37" W 178.81 FEET (204.54 FEET BY RECORD);
2. N44°17'37" W 71.00 FEET;
3. N07°04'37" W 32.17 FEET;
4. N77°04'37" W 62.00 FEET;

THENCE N47°04'37" W 207.20 FEET (208.00 FEET BY RECORD) ALONG A FENCE; THENCE N49°04'37" W 288.39 FEET ALONG A FENCE AND ITS PROJECTION TO THE CENTER OF EAST CANYON DRIVE;

THENCE ALONG SAID FENCE THE FOLLOWING FORTY-TWO COURSES:

1. S27°04'37" W 62.00 FEET;
2. S31°17'37" W 20.53 FEET;
3. S77°04'37" W 28.16 FEET;
4. S49°04'37" W 15.16 FEET;
5. N47°04'37" W 58.14 FEET;
6. N54°33'37" W 75.28 FEET;
7. N47°04'37" W 28.16 FEET;
8. N07°04'37" W 15.16 FEET;
9. N17°04'37" W 42.16 FEET;
10. N07°04'37" W 15.16 FEET;
11. N17°04'37" W 42.16 FEET;
12. N47°04'37" W 28.16 FEET;
13. N47°04'37" W 28.16 FEET;
14. N47°04'37" W 28.16 FEET;
15. N47°04'37" W 28.16 FEET;
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19. S37°04'37" W 42.16 FEET;
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22. S25°21'37" W 42.16 FEET;
23. S25°21'37" W 42.16 FEET;
24. S25°21'37" W 42.16 FEET;
25. S47°04'37" W 42.16 FEET;
26. S47°04'37" W 42.16 FEET;
27. S47°04'37" W 42.16 FEET;
28. S47°04'37" W 42.16 FEET;
29. S47°04'37" W 42.16 FEET;
30. S47°04'37" W 42.16 FEET;
31. S47°04'37" W 42.16 FEET;
32. S47°04'37" W 42.16 FEET;
33. S47°04'37" W 42.16 FEET;
34. S47°04'37" W 42.16 FEET;
35. S47°04'37" W 42.16 FEET;
36. S47°04'37" W 42.16 FEET;
37. S47°04'37" W 42.16 FEET;
38. S47°04'37" W 42.16 FEET;
39. S47°04'37" W 42.16 FEET;
40. S47°04'37" W 42.16 FEET;
41. S47°04'37" W 42.16 FEET;
42. S47°04'37" W 42.16 FEET;

THENCE ALONG THE BOUNDARY OF SAID LOT 4A THE FOLLOWING FOUR COURSES:

1. N77°04'37" W 32.16 FEET;
2. S31°17'37" W 27.16 FEET;
3. S07°04'37" W 15.16 FEET ALONG A CURVE TO THE LEFT, CONCISE TO THE SOUTHWEST CORNER OF LOT 4A OF SAID GILES ESTATES SUBDIVISION AMENDED PLAT NO. 1;
4. S27°04'37" W 42.16 FEET;

THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING SIX COURSES:

1. N27°04'37" W 42.16 FEET;
2. N07°04'37" W 42.16 FEET ALONG A CURVE TO THE RIGHT, CONCISE TO THE SOUTH WITH A RADIUS OF 200.00 FEET AND A LONG CHORD BEARING N07°04'37" W 42.16 FEET;
3. N27°04'37" W 42.16 FEET;
4. S27°04'37" W 42.16 FEET;
5. S27°04'37" W 42.16 FEET;
6. S27°04'37" W 42.16 FEET;

CONTAINING 3,462.71 SQUARE FEET OR 78.14 ACRES MORE OR LESS.

**FINAL PLAT**

SHADOW CREEK SUBDIVISION

**STATE OF UTAH**

NOTARY PUBLIC

DATE: 20 February 2028

BOOK: \_\_\_\_\_

COUNTY: MORGAN

CHARGE: \_\_\_\_\_

BY: \_\_\_\_\_

FILED NUMBER: \_\_\_\_\_

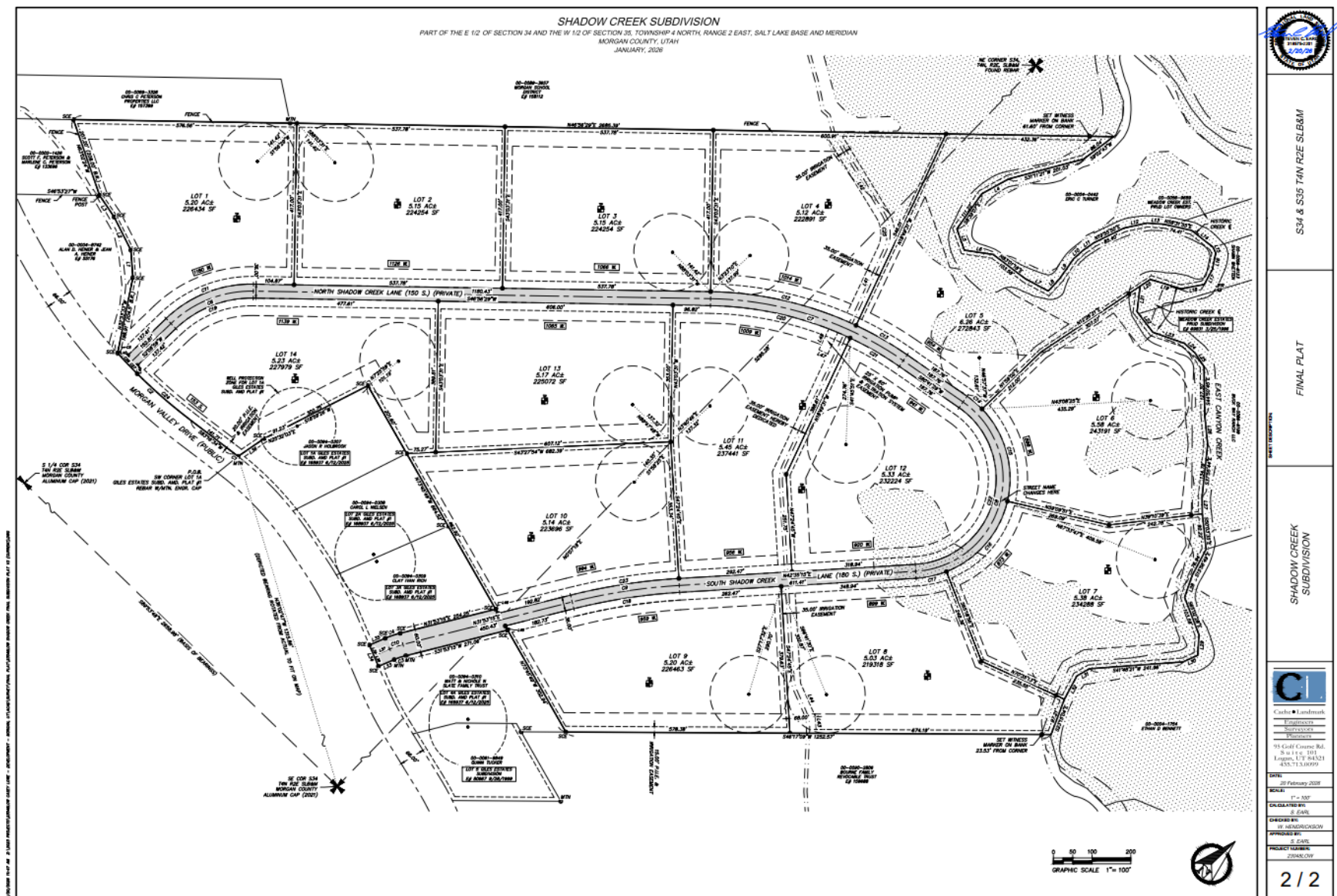
ZONING: \_\_\_\_\_

**SHADOW CREEK DEVELOPMENT FINAL PLAT**

APRIL 7, 2026

APPLICATION #25.057

# Attachment B: Proposed Final Plat (Pg. 2 of 2)





## County Commission Agenda Request Form

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

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: (435) 800.8724

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

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

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

Commission Meeting Date: 4/7/26 Time Requested: 20 min  
Name: Joshua Cook Phone: (801) 845-4015  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

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

**Public Hearing/Discussion/Decision** – *Howard & Kelly Rezone*: Request to rezone property from A-20 (Agriculture) to RR-5 (Rural Residential five acre minimum), and reflect that change on the Future Land Use Map from Agriculture to Ranch Residential 5 completely. The property is identified by parcel number 00-0085-3971 and serial number 01-004-414-01 and is approximately located at 1300 W Island Road in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION   
DECISION   
BOTH   
INFORMATION ONLY

PUBLIC HEARING   
PUBLIC MEETING



**PLANNING & DEVELOPMENT**

County Commission  
Staff Report  
Zoning Map Amendment

April 7, 2026

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Howard & Kelly Rezone  
Public Hearing  
April 7, 2026

Application No.:	26.002
Applicant/Owner:	Howard & Kelly Thurston
Project Location:	1300 W Island Rd
Date of Application:	January 13, 2026
Parcel Number:	00-0085-3971
Serial Number:	01-004-414-01
Current Zoning:	Agriculture (A-20)
General Plan Designation:	Agriculture
Acreage:	26.00 acres

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**REQUEST**

Request to rezone property from A-20 (Agriculture) to RR-5 (Rural Residential, five-acre minimum) and reflect that change on the Future Land Use Map from Agriculture to Ranch Residential 5.

**PLANNING COMMISSION SUMMARY**

The Planning Commission heard this item at their regularly scheduled meeting on March 17<sup>th</sup>, 2026. Comments during the public hearing addressed road safety and traffic, as well as questions regarding whether the road is public or private and whether it has been abandoned by the County. The Planning Commission discussed the private versus public nature of the road and whether the request constituted spot zoning. Staff clarified that the road is a County road due to ongoing maintenance by the County and further explained that the proposed rezone does not constitute spot zoning. The Planning Commission also expressed the need for a master transportation plan to provide clarity on similar issues in the future. The Planning Commission voted to recommend approval of the application with a 5-0 vote. Member McMillan was absent from the meeting and Chair Maloney refrained from voting as Chair of the meeting.

## **ATTORNEY GUIDANCE**

### **Legislative Review:**

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed zoning change is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the application conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-27a-801(3). The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.” While I have not seen any case law testing this new standard, I highly recommend that any decisions by the Planning Commission or County Commission include references to the standards in Morgan County Code and Utah State Code to support them and provide a solid basis for review. In that regard, the State Code standards include:

§ 17-79-101. Purposes — General land use authority — Limitations.

(1) The purposes of this chapter are to:

- (i) provide for the health, safety, and welfare;
- (ii) promote the prosperity;
- (iii) improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county’s present and future inhabitants and businesses;
- (iv) protect the tax base;
- (v) secure economy in governmental expenditures;
- (vi) foster the state’s agricultural and other industries;
- (vii) protect both urban and nonurban development;
- (viii) protect and ensure access to sunlight for solar energy devices;
- (ix) provide fundamental fairness in land use regulation;
- (x) facilitate orderly growth and allow growth in a variety of housing types; and
- (xi) protect property values.

(b) Subject to Subsection (4) and Section 11-41-103, to accomplish the purposes of this chapter, a county may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county or a designated mountainous planning district, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (i) uses;
- (ii) density;
- (iii) open spaces;
- (iv) structures;
- (v) buildings;
- (vi) energy-efficiency;
- (vii) light and air;
- (viii) air quality;

- (ix) transportation and public or alternative transportation;
- (x) infrastructure;
- (xi) street and building orientation and width requirements;
- (xii) public facilities;
- (xiii) fundamental fairness in land use regulation; and
- (xiv) *considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.*

Utah Code Ann. § 17-79-101. While the County Commission still appears to have broad discretion, I would caution that Utah Code Ann. § 17-79-101(2)(o) may create legal exposure if the Commission fails to support its decisions with the purposes and standards listed in that section.

### **STAFF OBSERVATION**

Staff finds that the applicant's proposed changes to the zoning map and Future Land Use Map are consistent with established planning principles. The rezone would provide a buffer between Rural Residential (RR-1) and Agriculture (A-20) by allowing rural residential use in a manner that is intermediate to the those zoning designations and consistent with established rural residential standards. If the Commission finds merit in this rezone, then the following findings could be considered:

#### Findings:

1. *That the proposed amendment is appropriate given the surrounding rural residential character and existing infrastructure.*
2. *That the requested rezone from A-20 to RR-5 is unlikely to adversely affect surrounding properties, several of which are two (2) acres or less.*
3. *That the amendment supports County land-use objectives and maintains an orderly development pattern.*
4. *That the proposed rezone and Future Land Use Map amendment to Rural Residential are consistent with existing land uses in the area.*

### **ANALYSIS**

#### General Plan and Zoning:

The application requests a rezone of the property from A-20 to RR-5, and reflect that change on the Future Land Use Map from Agriculture to Ranch Residential. Approval of this rezone would allow development consistent with rural residential zoning rather than the patterns typical of agricultural areas.

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

1. *Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*

2. *Morgan County respects property rights and recognizes personal responsibility to the land and communities.*

...

6. *Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages or be located within master-planned communities.*

The proposed zone change appears to coincide with the stated vision for Morgan County. In changing the zoning district for the applicant's property, the County is reflecting the policies and desires of the General Plan and in accordance with the County Ordinance (See § 155.105). The purpose of the rural residential zoning districts are defined as follows:

*(D) Rural Residential Districts.*

*(1) The purposes of providing a Rural Residential District are:*

- (a) To promote and preserve in appropriate areas conditions favorable to large lot family life;*
- (b) Maintaining a rural atmosphere;*
- (c) The keeping of limited numbers of animals and fowl; and*
- (d) Reduced requirements for public utilities, services and infrastructure.*

Staff anticipates that the proposed zoning map amendment will meet these purposes and generally be in harmony with the General Plan and surrounding development. The overall impact on adjacent properties will be negligible as development in the area already has rural residential development.

**ORDINANCE EVALUATION:**

Morgan County ordinance anticipates amendments to the zoning map. Section 155.022: *Amendments to Title and Zoning Map* indicates that:

*The County Commission may amend this chapter, including the zoning map, but only in accordance with the following procedure.*

*(A) The County Commission may instruct staff to study and make recommendations for amendments to this chapter or the zoning map in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for their consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.*

*(B) The Planning Commission may instruct staff to study and make recommendations for amendments to this chapter in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for its consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.*

*(C) Any property owner may initiate an amendment to this chapter or the zoning map, as long as they are affected by the proposed amendment, by submitting a complete application to the Planning and Development Services Department in accordance with § 155.023(A) of this code.*

*(Prior Code, § 8-3-3) (Ord. 13-03, passed 4-16-2013)*

Section 155.023: Procedures for *Amendments and Rezonings* states:

*(D) Planning Commission review and recommendation.*

*(1) Upon receiving a recommendation from staff regarding an amendment to this chapter or the zoning map, and after holding the required public hearing, the Planning Commission shall review the amendment and prepare its recommendation. The Planning Commission may recommend approval, approval with modifications or denial of the proposed amendment and shall submit its recommendation to the County Commission for review and decision.*

*(2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this chapter.*

*(E) County Commission review. The County Commission shall schedule and hold a public hearing on the application as provided in § 155.031 of this code. Following the public hearing the County Commission may approve, approve with modifications or deny the proposed amendment. Prior to making a decision that goes contrary to the Planning Commission's recommendation, the County Commission may, but is not obligated to, remand the amendment to the Planning Commission with a request for another recommendation with additional or specific considerations. The Planning Commission shall review such request as specified in division (D) above.*

*(F) Approval standards. A decision to amend the text of this chapter or the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission should consider the following factors:*

*(1) Whether the proposed amendment is consistent with goals, objectives and policies of the county's General Plan;*

*(2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*

*(3) The extent to which the proposed amendment may adversely affect adjacent property; and*

*(4) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies and wastewater and refuse collection.*

*(G) Reconsideration. Where an application for zoning amendment has been denied, the Planning Commission and the County Commission shall not review the same zoning amendment application within two years of a denial unless there is a substantial change of conditions since the earlier application. A new application, with applicable fee, shall be required and processed in accordance with the procedure outlined in this section.*

*(Prior Code, § 8-3-4) (Ord. 13-03, passed 4-16-2013; Ord. 18-07, passed 11-13-2018)*

This meeting is in fulfillment of subsection (D) above. In response to § 155.023 (F) above, due to the size of the proposed zone change, the impact on the facilities and services should be minimal.

### **Approval Standards**

The proposed zoning map change complies with the intent of the Morgan County General Plan policies and Future Land Use Map Designation. The change would maintain the character of the area while allowing for rural residential development in the unincorporated county.

### **PUBLIC NOTICE, MEETINGS, COMMENTS**

- ✓ Public Notice was submitted to the State of Utah Public Notice website on March 2, 2026; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on March 2, 2026.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on March 2, 2026.
- ✓ A sign was posted on the site on March 2, 2026.

### **RECOMMENDED MOTION**

**Recommended Motion for *Approval*** – “I move we approve the Howard & Kelly Rezone, application number 26.002, changing 26 acres from A-20 to RR-5, and reflect that change on the Future Land Use Map from Agriculture to Ranch Residential completely, based on the findings listed in the staff report dated April 7, 2026.”

**Recommended Motion for *Denial*** – “I move we deny the Howard & Kelly Rezone, application number 26.002, changing 26 acres from A-20 to RR-5, and reflect that change on the Future Land Use Map from Agriculture to Ranch Residential completely, due to the following findings:”

1. List any additional findings...

### Supporting Information

Exhibit A: Vicinity Map  
Exhibit B: Existing Zoning Map  
Exhibit C: Future Land Use Map  
Exhibit D: Boundary Description

### Staff Contact

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

Exhibit A: Vicinity Map



Exhibit B: Existing Zoning Map

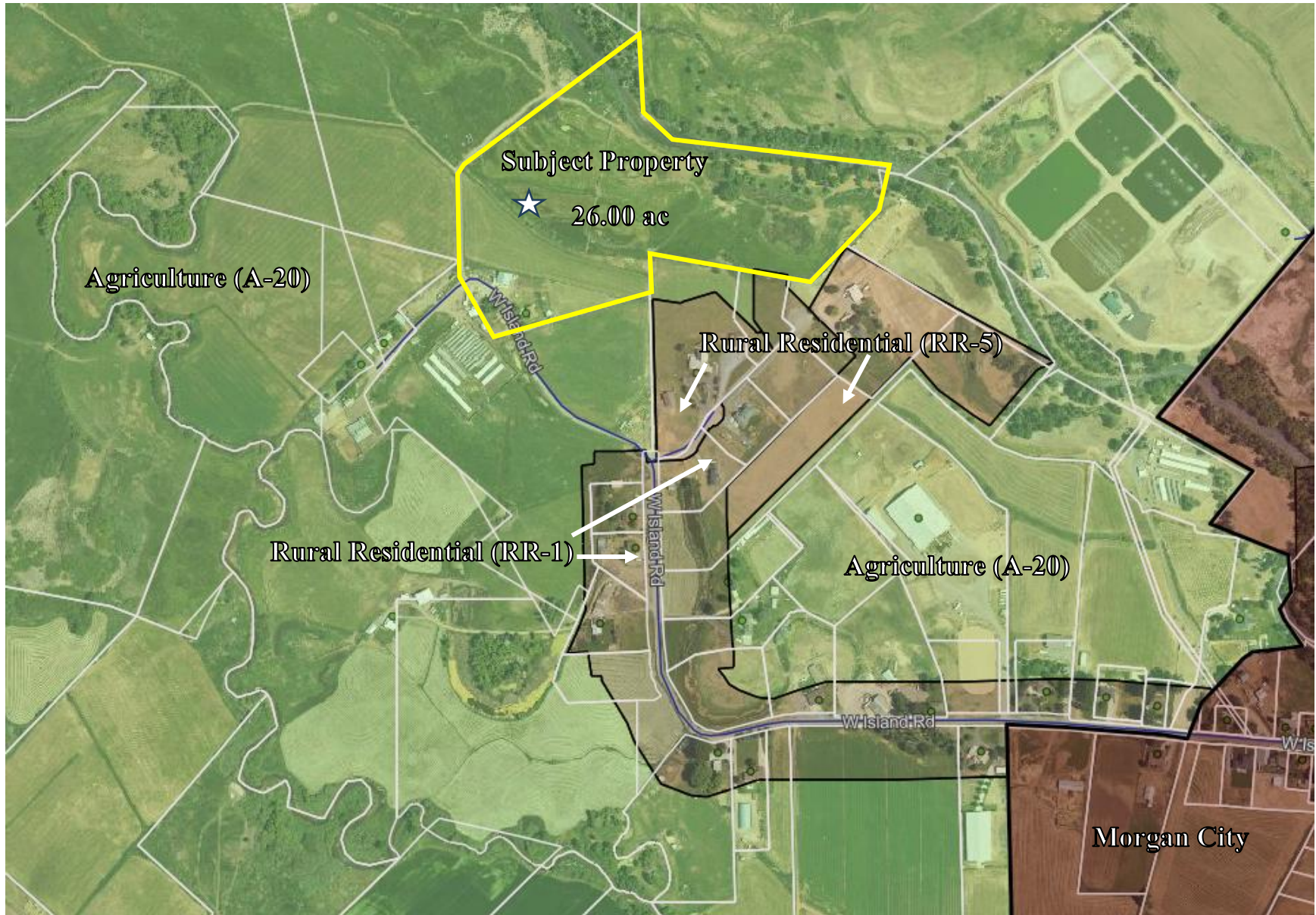


Exhibit C: Future Land Use Map

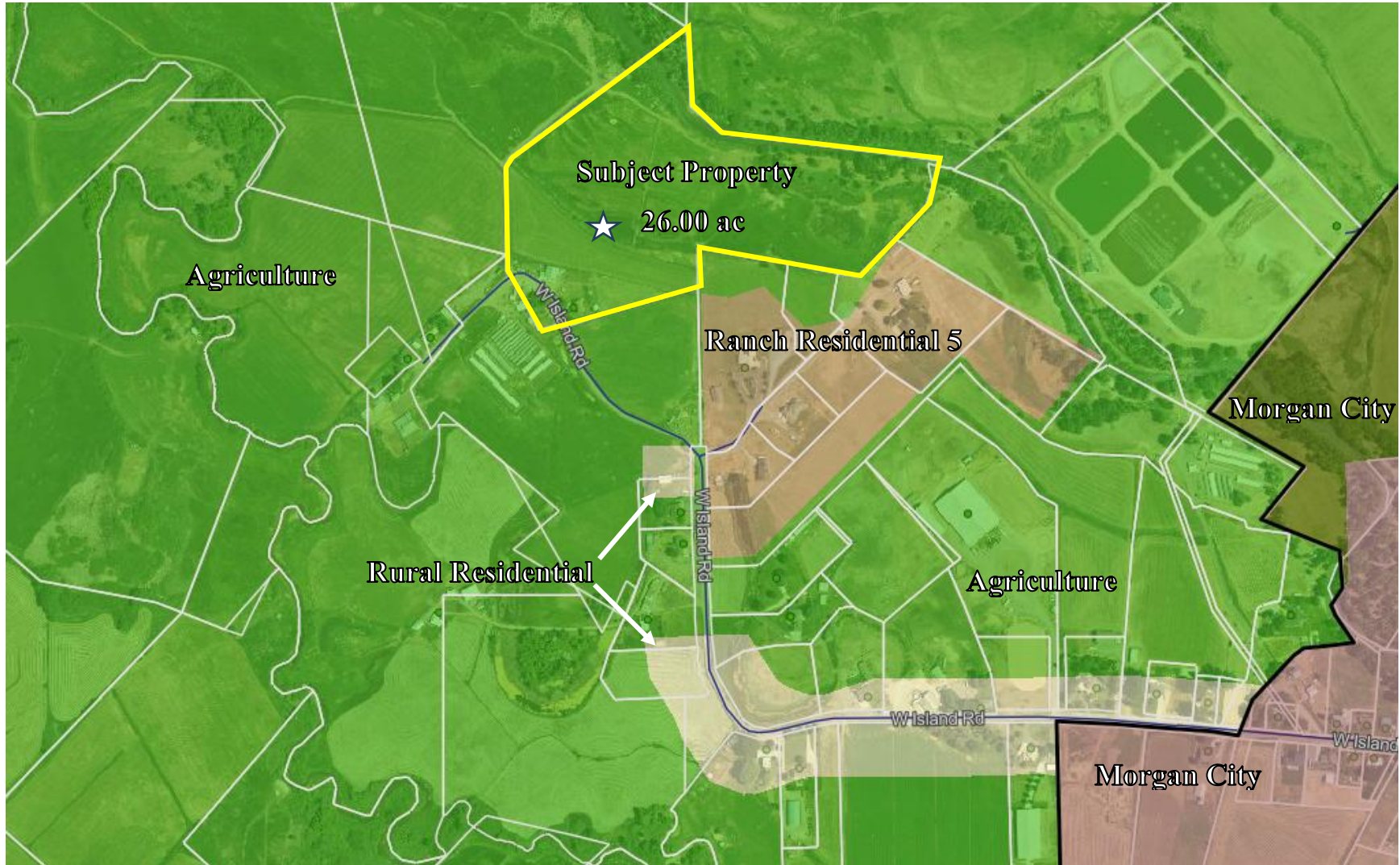


Exhibit D: Property Boundary Description

A PORT OF LAND LOC IN THE E1/2 OF SEC 27, T4N, R2E, SLB&M & HAV A B.B. TAKEN AS N 89°52'15" E BET THE SW COR & THE SE COR OF SEC 26, DESC AS FOLS: BEG AT A PT N 33°06'57" W 2287.93 FT FRM THE SE COR OF SEC 27, T4N, R2E, SLB&M, WH PT BEING LOC ON THE W'LY LN OF ISLAND CIRCLE P.R.U.D. AMENDED SUB, & RUN TH S 73°43'19" W 459.57 FT; TH S 72°24'00" W 106.03 FT; TH N 74°59'09" W 25.57 FT; TH S 72°49'33" W 102.05 FT; TH N 26°19'42" W 107.26 FT; TH N 30°22'21" W 141.69 FT; TH N 44°21'26" W 27.52 FT TO A FNC COR; TH N 1°37'55" W 423.55 FT ALG A FNC LN TO A FNC COR; TH N 31°39'17" E 45.65 FT; TH N 53°33'19" E 906.71 FT TO A FNC COR ON THE W'LY LN TO THE REES LEGACY PROP IDENTIFIED AS PCL NO. 01-004-407; TH S 4°12'59" E 322.42 FT ALG A FNC LN & THE EXTENSION LN OF FNC LN TO THE CTR LN OF THE WEBER RIVER; TH S 48°40'06" E 167.32 FT ALG SD LN; TH S 83°00'53" E 904.79 FT ALG SD LN; TH S 13°05'20" W 111.46 FT ALG THE W'LY LN OF PAUL FREED PROP IDENTIFIED AS PCL NO. 04-398-01 TO A 5/8-IN REBAR WITH NO CAP; TH S 16°37'52" W 80.47 FT ALG SD LN; TH S 41°10'38" W 86.02 FT ALG SD LN; TH S 41°15'44" W 103.00 FT TO THE NE COR OF THE ISLAND CIRCLE P.R.U.D. AMENDED SUB; TH S 45°33'47" W 211.12 FT ALG SD LN TO A FNC COR; TH N 78°49'06" W 413.74 FT ALG SD LN BEING A FNC LN; TH N 79°20'28" W 258.81 FT ALG SD LN BEING A FNC LN TO A FNC COR; TH S 1°47'30" W 90.40 FT ALG THE W'LY LN OF SD SUB TO A REBAR W/CAP STAMPED MTN. ENG; TH S 0°37'09" E 74.54 FT TO THE POB. CONT 25.999 / 26.00 AC, M. OR L.



# Shums Coda Associates, INC

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 1st day of July 2024 by and between the Jurisdiction of Morgan County Corporation, Utah ("Jurisdiction") and Shums Coda Associates, INC ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

- Scope of Services:** The Consultant shall furnish the following services in a professional manner:  
  
"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the County through its staff that it may provide from time to time."
- Time of Performance:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
- Compensation:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by Jurisdiction under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Jurisdiction at the time of payment.
- Method of Payment:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent, and by whom, and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff. When payments made by Jurisdiction equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by Jurisdiction.
- Ownership of Documents:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the Jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Jurisdiction upon written request.
- Independent Contractor:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits

or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. **Interest of Consultant:** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Jurisdiction or of any Jurisdiction official, other than normal agreement monitoring; and,
  - b. possesses no authority with respect to any Jurisdiction decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].
8. **Professional Ability of Consultant:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
  9. **Indemnity:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.
  10. **Insurance:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:
    - a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of Utah. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such change.
    - b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.
  - e. **Policy Endorsements:** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
    - 1) The Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
    - 2) This policy shall be considered primary insurance as respects the Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Jurisdiction, including any self-insured retention the Jurisdiction may have, shall be considered excess insurance only and shall not contribute with it.
    - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
    - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Jurisdiction, its elected or appointed officers, officials, employees, agents or volunteers.
    - 5) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Jurisdiction.
  - d. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Jurisdiction. At the Jurisdiction's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
  - e. **Certificates of Insurance and Endorsements:** Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Jurisdiction on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Jurisdiction at all times during the term of this Agreement.
11. **Compliance with Laws:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.



16. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. **Amendments:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.
18. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **Litigation Expenses and Attorneys' Fees:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and consultant nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**JURISDICTION:**

**CONSULTANT:**

Signature: 

Signature: 

Print: Michael L. Newton

Print: Christine Godinez

Title: County Commission Chair

Title: Chief Operating Officer

Attachments: Exhibit A - Scope of Services  
Exhibit B - Schedule of Fees

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Plan Review Services**

Consultant will perform plan reviews to cover one or more of the following disciplines: architectural, structural, mechanical, electrical, plumbing, accessibility, fire, engineering, and energy requirements - all as modified or amended by the County, and per the City's currently adopted building codes.

**Comment Lists and Plans Delivery**

The County is responsible for notifying SCA when plans are ready for review, whether hard copies are needed to be picked up or electronic files are ready for download. Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections. Our comment lists should be self-explanatory, but our review team will remain available during working hours (and often off-hours) to provide any additional clarification/discussion needed of the applicable building code section, ordinances, or regulation.

**Turn-Around Schedules**

SCA will generally complete plan reviews per the following schedule.

	Number of Working Days	
	Initial Check (1st):	Recheck(s):
<b>Residential</b>		
New Single-Family Dwellings	7-10	3-5
New Multi-Family Townhomes/ Apartments (Standard)	10	5
New Multi-Family Apartments (Large Scale)	15	10
Addition/Remodel	10	5
<b>Commercial</b>		
New Construction	10-15	5-7
Addition/Remodel	10	5

Other turnaround schedules will be accommodated at request of Morgan County.

**Technical Support**

When mutually agreed between the County and SCA as vital to project success, SCA staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel on an as-needed basis.

**Building Services**

Our inspectors are qualified, certified, and licensed to conduct many different types of buildings. SCA will provide building inspector(s) as requested by the County. Inspector(s) will report directly to the Building Official or other person designated by the County for all project-related work. SCA's inspection reports will reference code sections that are applicable for each comment. Our correction lists should be self-explanatory, but our inspection team will remain available during working hours (and often off-hours) to provide any additional clarification/discussion needed of the applicable building code section, ordinances, or regulations.

**Other Services**

SCA will provide other services as specifically requested by the County. Additional services provided shall have scope and compensation mutually agreed upon by SCA and Washington County prior to commencement of said services.

**EXHIBIT A**  
**SCOPE OF SERVICES**

EXHIBIT B  
SCHEDULE OF FEES

**Building Plan Check Fees**

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**Fees for comprehensive plan reviews, performed at SCA offices, will be equal to Sixty percent (60%) of the plan review permit fees as calculated per the jurisdiction. The County will provide SCA with jurisdiction plan review fees (project-by-project) for use in calculating SCA's fees. In return, invoicing will be done on a monthly basis with detailed description of each project.**

The above fee covers all services associated with the typical plan review, including:

- Pick – up and delivery of design documents to the jurisdiction.
- First, second and quick third reviews to approve projects.

Extensive plan reviews (longer third reviews or more) may be required to be charged on an hourly rate shown on the next page. Further, smaller projects that take one or more reviews may also be charged at an hourly rate when agreed upon with the Chief Building Official. Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects may also be charged at the same hourly rate schedule.

If an expedited plan review is requested, the turn-around time can be as quick as a single day, but these types of review schedules are typically determined based on the complexity of the project and the availability of SCA staff to complete the review. Fees for expedited reviews will be negotiated directly with County's Building Official prior to beginning the review and will be a fixed fee based on determined complexity of the project, availability of SCA staff and requested expedited turnaround schedule.

If plan review staff is required to provide support in y's County's offices, they will be charged hourly per the hourly rates.

## Personnel Charges – Plan Review and Inspection Services

<u>Personnel Description:</u>	<u>Hourly Billing Rate:</u>
Building Official	\$110
Building Plans Examiner	\$95
Structural Engineer Reviewer	\$110
Engineer (Civil Reviews)	\$110
Fire Protection Plan Examiner	\$90
Fire Protection Engineer (If requested)	\$TBD
Clerical Support (If requested)	\$60
Inspector II	\$90

Overtime for inspections and other services will be charged at 150% of the standard hourly rates (as agreed upon mutually with the jurisdiction).

**\*\* Hours for inspections in excess of 8 hours (per day) will be billed as overtime at the rate shown above. When inspection overtime is requested, on days when inspector has not already performed inspections on the site (i.e., weekends, holidays, etc.), inspection overtime services will be provided in 4-hour minimum segments.**

## **REQUEST FOR QUALIFICATIONS (RFQ)**

**Project Title:** 2026 County Transportation Master Plan (TMP) and Impact Fee Facilities Plan (IFFP)

**Entity:** Morgan County, Utah

**Solicitation Number:** RFP-2026-IFFP/TRANSP

**Issue Date:** March 5<sup>th</sup>, 2026

**Closing Date:** April 1<sup>st</sup>, 5:00 PM MST

### **1. PROJECT OVERVIEW**

The County is seeking proposals from qualified consulting firms to develop a comprehensive **Transportation Master Plan (TMP)** and a legally defensible **Impact Fee Facilities Plan (IFFP)**. The primary goal is to establish a 20-30 year multi-modal vision while identifying growth-related infrastructure needs for the next 6-10 years to support the assessment of impact fees.

### **2. SCOPE OF WORK**

The selected consultant shall perform the following tasks:

#### **Task A: Data Collection & Level of Service (LOS) Analysis**

- Perform an inventory of existing transportation infrastructure (roadways, trails, transit).
- Establish existing and future **Level of Service (LOS)** standards to identify current deficiencies versus growth-related needs.
- Collect and analyze traffic counts at key locations and coordinate with UDOT and regional partners like MAG or WFRC.

#### **Task B: Transportation Master Plan (TMP) Development**

- **Travel Demand Modeling:** Utilize regional models to project future traffic volumes based on land use and zoning.
- **Multi-Modal Strategy:** Develop recommendations for vehicular, active transportation (bike/ped), and transit improvements.
- **Capital Facilities Plan (CFP):** Identify a prioritized list of projects through build-out with planning-level cost estimates.

#### **Task C: Impact Fee Facilities Plan (IFFP)**

- Identify infrastructure projects specifically required to serve **new development** over a 6-10 year horizon.
- Calculate the percentage of project costs attributable to new growth versus existing deficiencies.
- Ensure all documentation complies with the **Utah Impact Fees Act** (Title 11, Chapter 36a).

#### **Task D: Public Engagement & Adoption**

- Facilitate a public involvement plan, including stakeholder workshops and open houses.
- Present final drafts to the County Commission and Planning Commission for official adoption.

### **3. PROPOSAL REQUIREMENTS**

Proposals must be organized as follows:

1. **Cover Letter:** Summarizing the firm's qualifications and key personnel.
2. **Firm Experience:** Proven track record with Utah TMP/IFFP projects and references.
3. **Project Approach:** Detailed methodology for achieving the goals outlined in the scope.
4. **Project Schedule:** Timeline with major milestones (e.g., draft reports, public meetings).
5. **Cost Proposal:** Separately sealed itemized budget by task and hourly rates.

### **4. EVALUATION CRITERIA**

Proposals will be ranked based on:

- Qualifications and experience of the project team **(30%)**
- Demonstrated understanding of the scope and Utah legal requirements **(30%)**
- Technical approach and innovative planning strategies **(25%)**
- Project schedule and ability to meet deadlines **(15%)**

### **5. SUBMISSION**

- **Submission Deadline:** April 1<sup>st</sup>, 2026 5pm MST
- **Place of Submission:**

- **Hard Copies:** Morgan County Manager, 48 W Young Street – Box 886, Morgan, UT 84050.
- **Email (Preferred):** [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

## **6. INCOMPLETE or LATE PROPOSALS**

Proposals that are determined to be incomplete, or that are turned in after the deadline may be rejected.

## **7. DISCLAIMER**

The County reserves the right to reject any and all proposals or re-bid the project. The County also reserves the right to waive any or all informalities in proposals. Morgan County reserves the right to negotiate a final term with the successful proponent.



ADAMS CONSTRUCTION SERVICES

ADDITIONAL WORK AUTHORIZATION

Adams Construction Services, Inc

P O Box 136 (801) 791-7945

Morgan, Utah 84050

Date: Tuesday, March 31, 2026
Attn: Kate Becker
Project: Morgan County-Clerk's Addition
Change Request #: 2

Table with 4 columns: ITEM, ACTIVITY, QTY, COST. Contains 2 rows of work items and a total row at the bottom.

Reason For Change:

- Owner request
City request
Design Omission/Change
Value Engineering
Other:

Contractor Authorizing Signature:

Owner Authorizing Signature: