



2022

**COUNTY
COMMISSION
MEETING
PACKET**

December 20th

5 PM



2022

CONSENT ITEMS

MORGAN COUNTY COMMISSION 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 on

MORGAN COUNTY COMMISSION MEETING MINUTES DECEMBER 6TH, 2022

COUNTY COMMISSION

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

OTHER EMPLOYEES

Executive Assistant Julie Rees
County Attorney Garrett Smith
Clerk/Auditor Leslie Hyde
Planning Director Joshua Cook
Fire Chief Boyd Carrigan
Emergency Services Director Austin Turner

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Justin Rees
Brian Cowan
Kevin Eastman
Malu Croughton
Cheryle Allen
Susannah Burt
Gaylene Adams

4:00 pm WORK SESSION

4:00 pm Melissa Freigang discussion on the Opiate Settlement.

Report to the Commission on Homelessness and the homelessness response system. Melissa facilitates the Weber-Morgan Local Homeless Council. She also works with Commissioner Wilson who is the Vice-Chair of the Local Homeless Council. The Council is working on a plan to help those who have issues that lead to homelessness. They are working to formalize relationships and connections to work together to have an action plan and to utilize some of the opiate money. These dollars could be used to help this program and reach the homeless population.

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

1. Welcome – Commission Chair Mike Newton
2. Invocation – Commissioner Matt Wilson
3. Pledge of Allegiance - Commissioner Matt Wilson

B) Consent Items-

1. Approval of November 22nd, 2022 Meeting Minutes.
Commissioner Fackrell moved to approve the November 22nd, 2022 Meeting Minutes with corrections.
Seconded by Commissioner McConnell.
The Vote was unanimous. The Motion Passed.

C) Commissioner Declarations of Conflict of Interest:

1. Commissioner Robert McConnell represents F3.

D) Public Comments

1. **Gayleen Adams**

Thank you for your service to our county.

Gayleen serves as Vice President of Morgan School Board and the Chairman of our Safety Committee.

Make a comment on Kevin Eastman - Kevin has a good idea and there is so much good that comes from working together.

E) Presentations

1. Kevin Eastman - Weber Human Services – Opiate Settlement Funding Report/Proposal.

- A proposal on how my organization feels how the settlement money could be used.
- This proposal is suggestion on how the base money could be used this year.
- Use the money to enhance and build coalition.
- Our organizations will match the funds up to \$10,000 to create a paid coordinator position.
- We urge you to use these funds and other funds.
- The school district does have the numbers of drug addiction Morgan County individuals, but permission is needed to share this number publicly.
- The school district is working to prevent drug issues.
- Outcomes for Morgan County are not available at this time. But, in the past we did see kids changing and setting goals to better their lives.
- The commissioners need to know more information about what they already do and what they are saying they will do for our county.

2. Justin Rees – TTAB presentation/Report

- Destination marketing person.
- Justin presented the new branding, logo and marketing for tourism in Morgan County.
- Brand Guidelines were shared and the new tag line of “Morgan “Valley”.
- Our plan was to get something that could be used in marketing for tourism and to help people who live out of the county understand what our valleys are all about.

F) Action Items –

1. **Andy Rasmussen/Landon Group – Discussion/Decision – Utah Watersheds Act**

- Organization of the Weber River Watershed Council membership
- Report on the work and progress done so far.

Postponed until next meeting.

2. **Julie Rees – Discussion/Decision – Human Resource**

- Benefits/EAP - Addition of the first responders to the EAP program.
- Bid from Blomquist hale showing 2 options for cost.

*Commissioner Matt Wilson moved to approve the Blomquist Hale pay per visit for first responders for the Employee Assistance Program. EAP.
Seconded by Commissioner Blaine Fackrell.
The Vote was unanimous. The Motion Passed.*

3. Josh Cook - Discussion/Decision - Planning Department

Lee's Marketplace Site Plan File #22.058 Approval of Site Plan

- Approval of the Site Plan for the division of property and for the development of a Lee's Marketplace Commercial Store. Town Center, Mountain Green Utah, Mountain green Village. Located at 4985 W Old Highway Road 17.05 Acres.
- They have met the code standards and our requirements.
- There were additional comments by the engineer that will need to be added to their lists.

Commissioner Jared Andersen moved to approve the Lee's marketplace Site Plan Application #22.058, allowing for proposed commercial development located at 4985 W Old Highway Road in unincorporated Morgan County to be recorded based on the findings and conditions listed in the staff report dated December 6, 2022.

Commissioner Blaine Fackrell seconded.

The Vote was unanimous. The motion passed.

PUBLIC HEARING 6:00 PM

Budget Hearing to Adopt Morgan County's 2023 Budget.

A short presentation on how property taxes are figured and collected in the county was shown.

Leslie Hyde presented the 2023 Budget to the Commissioners.

Commissioner Wilson moved to go into Public Hearing.

Seconded by Commissioner Fackrell.

No Public Comments.

Commissioner Wilson moved to go out of Public Hearing and into Public Meeting.

Seconded by Commissioner Blaine Fackrell

CR-22-11 Budget Resolution for 2023 of a total Budget amount of \$12,517,110.00.

County Chair Mike Newton read the Resolution out loud to the public.

Commissioner Robert McConnell moved to approve the Resolution CR-22-11 adopting the Morgan County 2023 Budget.

Seconded by Commissioner Fackrell.

Roll Call Vote

1. Commissioner Blaine Fackrell Aye
2. Commissioner Robert McConnell Aye
3. Commissioner Matt Wilson Aye
4. Commission Chair Mike Newton Aye
5. Commission Vice Chair Jared Andersen Aye

The Vote was unanimous. The motion passed.

Call out for item #1 with no response.

*Commissioner Robert McConnell moved to postpone, until our next meeting, the Andy Rasmusse/ Langdon Group discussion and decision on the Utah Watershed Act.
Seconded by Commissioner Andersen.
The Vote was unanimous. The motion passed.*

Commissioner Comments

- Commissioner Blaine Fackrell
 - Went through a list of money that has come in through WFRC.
 - He attended the last JPAC meeting. They discussed areas of Safety, Economic Vitality, State of good Repair, Air Quality Environment and Mobility. They are working on all of these things. They want to look into the future to work on these areas.
- Commissioner Robert McConnell
 - There is a trail connection to Phase 4 at the Airport.
- Commissioner Mike Newton - None
- Commissioner Jared Andersen
 - We should communicate with each other when we cross over into other commissioner's portfolios. Update each other and make sure to report.
- Commissioner Matt Wilson
 - I want to understand our portfolio duties.

Commissioner Blaine Fackrell moved to go into a Closed Session to discuss pending litigation.
Seconded by Commissioner Andersen

Roll Call Vote

1. Commissioner Fackrell Aye
2. Commissioner McConnell Aye
3. Commissioner Wilson Aye
4. Commissioner Jared Andersen
5. Commission Chair Newton Aye

G) Adjourn – Commissioner moved to adjourn

APPROVED _____

DATE _____

Morgan County Commission Chair

ATTEST _____

DATE _____

Morgan County Clerk/Auditor.

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



2022

PRESENTATIONS

MORGAN COUNTY COMMISSION MEETING



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 12/20/2022 Time Requested: _____
Name: Eric Anderson Phone: (801) 538-4750
Address: 1594 West North Temple, Salt Lake City, Utah
Email: ericanderson@utah.gov Fax: _____
Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

UDWR owns and manages the Morgan/Round Valley WMA. UDWR and Geneva Rock are in the process of a land exchange. UDWR would like to bring this information before the County Commission.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

E1

Julie Rees

From: Jotform <noreply@jotform.com>
Sent: Wednesday, December 7, 2022 3:30 PM
To: Julie Rees
Subject: Re: County Commission Agenda Request Form
Attachments: 5462614208312935217-County-Commission-Agenda-Request-Form.pdf

CAUTION: This email originated from outside of Morgan County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are unsure please contact Jeremy or Brandon.



County Commission Agenda Request Form

commission Meeting Date 12/20/2022

Amount of time requested 00:30

Name Eric Anderson

Phone (801) 538-4750

Address 1594 West North Temple, Salt Lake City, Utah

Email ericanderson@utah.gov

PURPOSE FOR THE
AGENDA ITEM - MUST
BE SPECIFIC

UDWR owns and manages the Morgan/Round Valley WMA.
UDWR and Geneva Rock are in the process of a land
exchange. UDWR would like to bring this information before the
County Commission.

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

Julie Rees

From: Eric Anderson <ericanderson@utah.gov>
Sent: Thursday, December 15, 2022 11:37 AM
To: Julie Rees
Subject: Information for meeting on Dec 20th.
Attachments: Morgan Round Valley WMA Location Map.jpg; Morgan Round Valley Parking Lot and Access Easement.jpg; Morgan Round Valley Land Exchange Map.jpg

CAUTION: This email originated from outside of Morgan County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are unsure please contact Jeremy or Brandon.

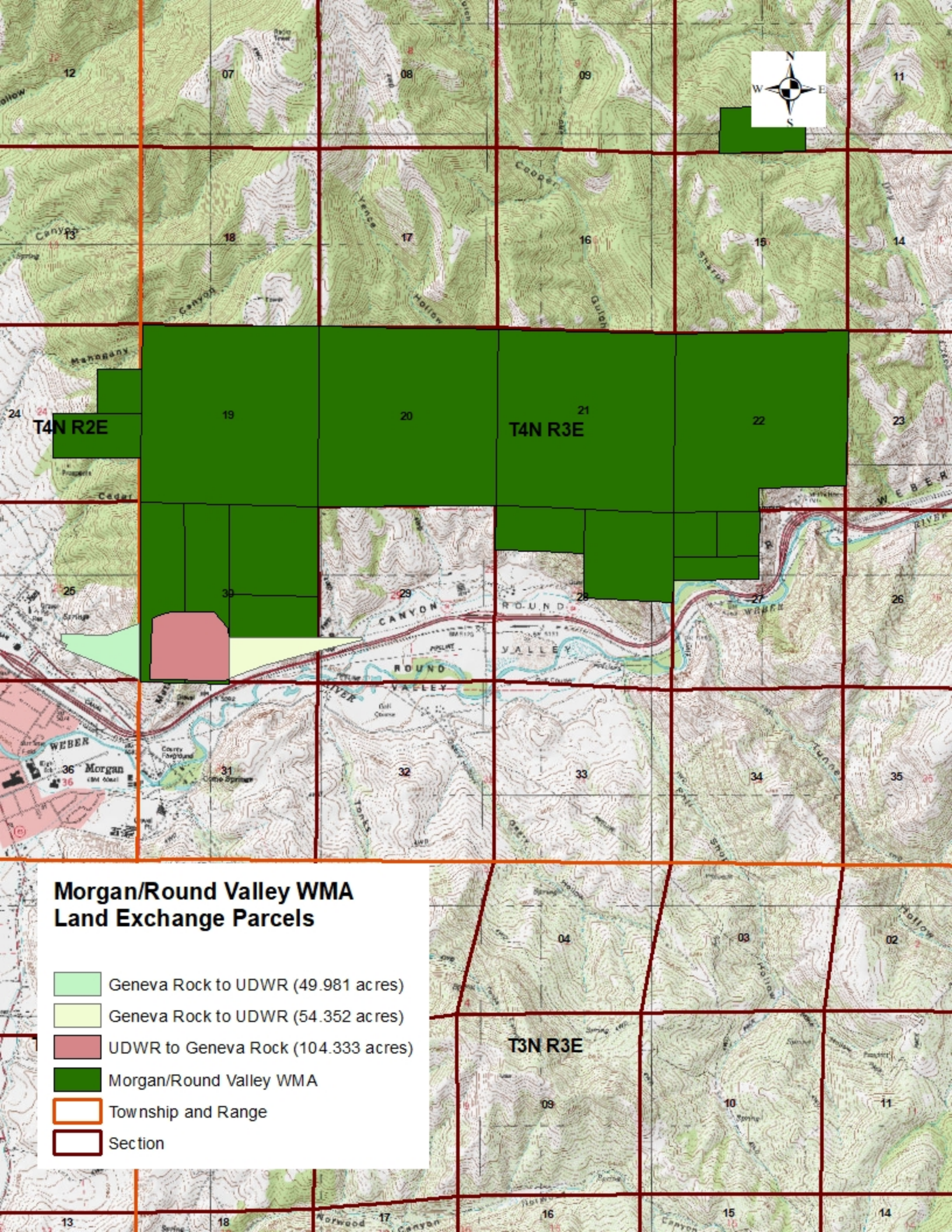
Julie,

Thank you for putting me (UDWR) on the schedule for the County Commission meeting on December 20th. Outlined below is a quick summary of the project. I have also attached three maps of the project area. This information is to give them some information prior to the meeting.

The Utah Division of Wildlife Resources (UDWR) proposes a land exchange involving a 104.333 acre parcel of land in Morgan County within the Morgan/Round Valley Wildlife Management Area (WMA). The 104.333 acres will be exchanged for 104.333 acres adjacent to the WMA. The parcel to be relinquished by UDWR will be used for private purposes, while the parcels to be acquired by UDWR will be managed for wildlife habitat and hunting opportunities for the public. UDWR acquiring the 104.333 acres will also give the public a parking lot and access easement through private property to the Morgan/Round Valley WMA.

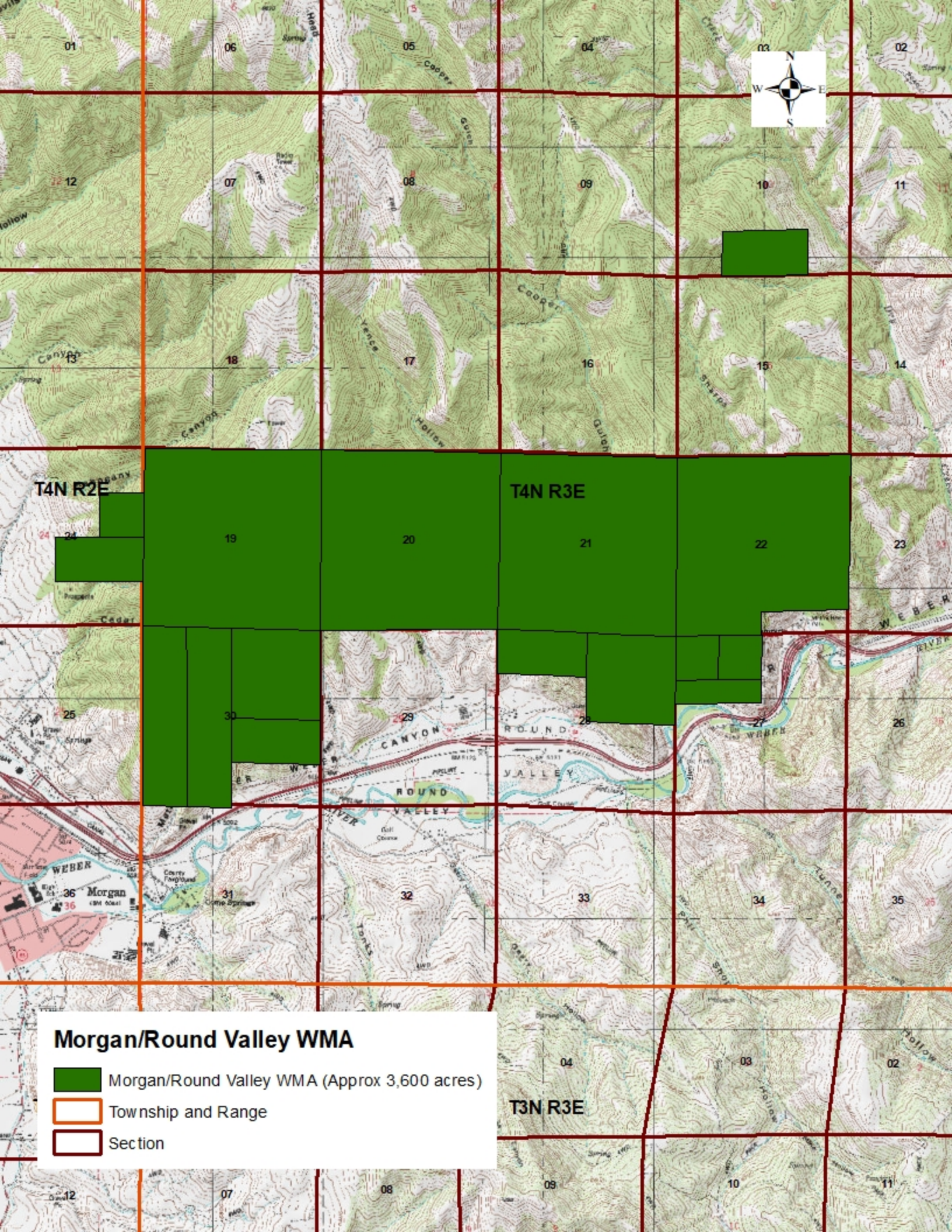
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Eric Anderson
801-538-4750





Morgan/Round Valley WMA Land Exchange Parcels

- Geneva Rock to UDWR (49.981 acres)
- Geneva Rock to UDWR (54.352 acres)
- UDWR to Geneva Rock (104.333 acres)
- Morgan/Round Valley WMA
- Township and Range
- Section



Morgan/Round Valley WMA

-  Morgan/Round Valley WMA (Approx 3,600 acres)
-  Township and Range
-  Section



2022

ACTION ITEMS

MORGAN COUNTY COMMISSION MEETING



County Commission Agenda Request Form

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 12/28/2022 Time Requested: _____
Name: Andy Rasmussen Phone: (435) 760-0089
Address: THE LANGDON GROUP 466 North 900 West Kaysville, Utah 84037
Email: arasmussen@langdongroupinc.com Fax: _____
Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Dan Adams and I are with the Langdon Group and we're contracted with the state Division of Water Rights to help implement the Utah Watersheds Act (2020). We are getting close to organizing and convening the Weber River watershed council and we're meeting with the relevant county commissions to present on our work and progress thus far and to solicit recommendations for membership on the council. Thank you.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

no back-up materials

H1



County Commission Agenda Request Form

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Morgan, UT 84050
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Email: jrees@morgancountyutah.gov

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

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

Commission Meeting Date: December 13, 2022

Time Requested: 5

Name: Boyd Carrigan

Phone: 801-845-4048

Address: 48 West Young Street

Email: bcarrigan@morgancountyutah.gov

Fax: _____

Associated County Department: Fire/EMS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion / Decision - Approval of an interlocal agreement for hazardous materials. The parties to the agreement are Morgan County, Ogden City, Weber Fire District, North View Fire District, Riverdale City, Roy City, South Ogden City, Mountain Green, Plain City, Washington Terrace, and Weber Area Dispatch 911.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

INTERLOCAL COOPERATION AGREEMENT
FOR SEAL AND SECURE AND HAZARDOUS
MATERIALS SERVICES ROTATION LIST

This Agreement, made and entered into this _____ day of _____ pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City," Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as "Weber Fire," North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire," Riverdale City, a Utah Municipal Corporation, hereinafter referred to as "Riverdale City," Roy City, a Utah Municipal Corporation, hereinafter referred to as "Roy City," and South Ogden City, a Utah Municipal Corporation, hereinafter referred to as "South Ogden City," Morgan County, a Utah Municipal Corporation, hereinafter referred to as "Morgan County", Mountain Green, a Utah Municipal Corporation, hereafter referred to as "Mountain Green", Plain City, a Utah Municipal Corporation, hereafter referred to as "Plain City", Washington Terrace, a Utah Municipal Corporation, hereafter referred to as "Washington Terrace", and the Weber Area Dispatch 911 and Emergency Services District, hereinafter referred to as "Weber Area Dispatch," the parties. The parties, other than Weber Area Dispatch, may be referred to herein as "Agency" or "Agencies."

WITNESSETH

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., (the "Act"), permits local governmental units including cities, counties, and other political subdivisions of the State to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities for the overall promotion of the general welfare of the state; and

WHEREAS, in the normal course of business, the Agencies have a need to arrange for post-incident seal and secure services and hazardous materials recovery and cleanup for members of the public who need such services; and

WHEREAS, to take advantage of the service level requirements and other economies, the Agencies desire to participate in Ogden City's agreements with private contractors who can provide seal and secure and hazardous material recovery and cleanup services which agree to participate on a rotation list.

WHEREAS, Ogden City is willing to have the Agencies be parties to its contracts for seal and secure and hazardous material recovery and cleanup services, the dispatching of those services, as the Agencies desire; and

WHEREAS, Weber Area Dispatch is willing to receive the Agencies' requests for seal and secure and hazardous material recovery and cleanup services either communicate those requests directly to private contractors on a rotation list or contract with a third-party dispatch service to implement a rotation list for each service type.

Now therefore, upon the mutual promises, and other good and satisfactory consideration, the parties agree as follows:

SECTION ONE EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue through December 31, 2033, unless extended or sooner terminated as provided herein.

SECTION TWO ADMINISTRATIVE ENTITY

No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.

SECTION THREE PURPOSE

This Agreement is established for the purpose of allowing certain political subdivisions of the State of Utah to cooperate in the sharing of agreements and the utilization of Weber Area Dispatch or a private dispatch service and to set forth the respective duties and responsibilities of the parties in conjunction therewith.

SECTION FOUR OBLIGATIONS OF THE PARTIES

The Agencies agree to join Ogden City's agreements with private contractors for provision of post-incident seal and secure and hazardous material cleanup services. Private contractor rotation lists are separately created for three service types as follows: Seal and secure residential and commercial structures post incident, law enforcement requests for seal and secure services, and hazardous material recovery and cleanup services. An Agency may enter into its own agreements with private contractors for provision of seal and secure and hazardous material cleanup services and still join Ogden City's rotation list. In that event, the Agency agrees to include in its contract for provision of seal and secure or hazardous materials recovery and cleanup services the requirement that the company pay fees to Weber Area Dispatch, or a private dispatch service as requested, and that failure to pay will be grounds for termination of the agreement between Agency and company. Participating Agencies collectively shall establish one policy, including provisions for handling complaints; addressing potential suspension or termination from the rotation list; and an appeal process. Ogden City agrees to maintain records associated with the agreements for seal and secure, and hazardous material cleanup services, and this Agreement.

SECTION FIVE OBLIGATION OF WEBER AREA DISPATCH

Weber Area Dispatch agrees to receive the Agencies' requests for seal and secure, and hazardous material recovery and cleanup services and agrees to communicate such requests to private contractors on a rotation list or to a private dispatch provider to implement the rotation list for each type of service request. Weber

Area Dispatch may enter into separate agreements with third parties as necessary to facilitate the dispatch of seal and secure and hazardous materials recovery and cleanup calls for service.

SECTION SIX INDEPENDENT CONTRACTORS

In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.

SECTION SEVEN HOLD HARMLESS

Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.

SECTION EIGHT GOVERNMENTAL IMMUNITY

All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

SECTION NINE MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement and shall be responsible for any costs incurred as a result thereof.

SECTION TEN FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

SECTION TWELVE ANNUAL REVIEW

The parties, through their appointed representatives shall meet at least annually to review this Agreement. The parties shall review and assess the usage of a private dispatch provider. The objective of the parties during their annual review is to make any necessary revisions or amendments to this Agreement and to extend or terminate it.

SECTION THIRTEEN TERMINATION

Any party may terminate any rights and obligations under this agreement at any time by giving thirty (30) days written notice to the other parties of its intent to withdraw from this Agreement. In addition, the parties may mutually agree to terminate the Agreement prior to the expiration of the term.

SECTION FOURTEEN COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state, and local laws and regulations.

SECTION FIFTEEN PROPERTY

No real or personal property shall be acquired, nor improvements constructed by the parties because of this Agreement.

SECTION SIXTEEN GENERAL PROVISIONS

A. Severability. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third-Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the below signing parties have signed and executed this Agreement, after resolutions duly and lawfully passed on the dates listed below.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Area Dispatch 911
And Emergency Services District

WEBER FIRE DISTRICT

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Fire District

OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Ogden City

SOUTH OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for South Ogden City

ROY CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Roy City

RIVERDALE CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Riverdale City

NORTH VIEW FIRE DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for North View Fire District

MORGAN COUNTY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Morgan County

MOUNTAIN GREEN

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Mountain Green

PLAIN CITY

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Plain City

WASHINGTON TERRACE

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Washington Terrace



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commission Meeting Date: 12/20/22 Time Requested: 10 min

Name: Attorney Garrett Smith Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: Legal/Airport

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

DISCUSSION/DECISION

Assignment and Assumption of Lease and Morgan County Consent.
Effective as of 12/2/2022 Lynn D Alley to David S Cleveland.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

H3

ASSIGNMENT AND ASSUMPTION OF LEASE

AND

MORGAN COUNTY CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("**Agreement**") is effective as of 12/02/2022 (the "**Effective Date**"), between Lynn D. Alley ("**Assignor**"), and David S. Cleveland ("**Assignee**") who agree as follows:

RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of 12/09/2021 (the "**Lease**"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot FF3 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:

Lynn D. Alley
3779 South 400 East
Bountiful, UT 84010

Assignee:

David S. Cleveland
987 Foxhill Road
North Salt Lake, UT 84054

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:

Lynn D. Alley

Assignee:

David S. Cleveland

By: Lynn D. Alley

By: David S. Cleveland

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: _____

Dated: _____

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 December 29, 2021 by Morgan County (the "County") and

LYNN D. ALEY ("Lessee") with a mailing address of:

3779 S. 400 E.

BOUNDARY UT 84010

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 FE3 (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 1st & January 31st of each calendar year of the Lease term.

The infrastructure fee of \$31,500, 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 1st, 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 1st, 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 thereof 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.

Date: 1/18/2022

Witness: Julie Rees

Date: December 29, 2021

Witness: Janet Rees

Approved as to Form:

David J. Smith
Morgan County Attorney

By: Morgan County Commission

Michelle M.
Chair

By: Lessee

Lyndi D. Alley



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 12/20/22 Time Requested: 20 min
Name: Joshua Cook Phone: (801) 845-4059
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Rose Hill Phase 4 Plat Amendment
Public Meeting/Discussion/Decision
Application No.: 22.064

Applicant/Owner: Wendy Wilkinson Revocable Trust
Project Location: 5684 Garnet Drive
Current Zoning: R1-12
General Plan Designation: Village Low Density Residential
Acreage: 0.62 acres

REQUEST: The applicant requests approval of the Rose Hill Subdivision Phase 4 Plat Amendment No. 1 to divide the existing lot into two lots.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



PLANNING COMMISSION STAFF REPORT

Subdivision Plat Amendment

December 8, 2022

Rose Hill Phase 4 Plat Amendment
Public Meeting

Application No.:	22.064
Applicant/Owner:	Wendy Wilkinson Revocable Trust
Project Location:	5684 Garnet Drive
Current Zoning:	R1-12
General Plan Designation:	Village Low Density Residential
Acreage:	0.62 acres

REQUEST: The applicant requests approval of the Rose Hill Subdivision Phase 4 Plat Amendment no. 1 to divide the existing lot into two lots.

RECOMMENDATION: Based on the information in this staff report, planning staff recommends that the Planning Commission approve the plat amendment for the Rose Hill Phase 4 subdivision Plat Amendment no. 1 subject to all applicable regulations and the following conditions:

1. That all of the County Surveyor and Engineer review comments be addressed.
2. That all outsourced consultant fees are paid current prior to final plat recordation.
3. That all other local, state, and federal laws are adhered to.

PROJECT DESCRIPTION:

Proposal Details

This request is for a plat amendment to the Rose Hill Phase 4 Subdivision. The property is located at 5684 Garnet Drive and is identified as parcel number 00-0005-3585 and serial number 03-RH4-0073. The existing lot (Lot 73) is 0.62 acres in size, which is a little larger than 27,000 square feet. After the division Lot 73B will be 0.33 acres in size, approximately 14,375 square feet, and Lot 73A will be 0.29 acres in size, approximately 12,632 square feet.

DISCUSSION:

The plat amendment requirements come from Morgan County's Land Use Management Code, Title 8, Chapter 12, Section 61 and subsequent sections. Staff has reviewed the requirements and procedures for a plat amendment and have found that the application request meets these standards.

8-12-64: AMENDED PLAT REQUIREMENTS:

- A. *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 an amended plat map and complete supporting preliminary plat and final plat information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.*
- B. *Upon approval of the plat amendment, all required documents, submissions, signatures, and review procedures which are required for a final plat shall be submitted and followed, prior to recordation in the Office of the County Recorder.*
- C. *The County Council may vacate a subdivision or a portion of a subdivision by recording in the County Recorder's Office an ordinance describing the subdivision or the portion being vacated. (Ord. 10-16, 12-14-2010)*

8-12-63: GROUNDS FOR VACATING OR CHANGING A PLAT:

- A. *The land use authority may approve the vacation, alteration, or amendment of a plat by signing an amended plat showing the vacation, alteration, or amendment if the land use authority finds that:*
 - 1. *There is good cause for the vacation, alteration, or amendment; and*
 - 2. *No Public Street, right of way, or easement has been vacated or altered.*
- B. *The land use authority shall ensure that the amended plat showing the vacation, alteration, or amendment is recorded in the office of the county recorder.*
- C. *If an entire subdivision is vacated, the county council shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the county recorder's office.*
- D. *The county council may adopt an ordinance granting a petition to vacate some or all of a public street, right of way, or easement if the legislative body finds that:*
 - 1. *Good cause exists for the vacation; and*
 - 2. *Neither the public interest nor any person will be materially injured by the vacation.*
- E. *If the county council adopts an ordinance vacating some or all of a public street, right of way, or easement, the county council shall ensure that a plat reflecting the vacation and/or an ordinance describing the vacations is recorded in the Office of the County Recorder.*
- F. *The action of the legislative body vacating some or all of a street, right-of-way, or easement that has been dedicated to public use:*

1. *Operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the County's fee in the vacated street, right-of-way, or easement; and*
2. *May not be construed to impair:*
 - a. *Any right-of-way or easement of any lot owner; or*
 - b. *The franchise rights of any public utility. (Ord. 10-16, 12-14-2010)*

8-12-61: PROCEDURE:

- A. *For plat amendments that result in adjusting and/or altering lot lines through an exchange of title within a platted subdivision the zoning administrator shall be the land use authority.*
 1. *The zoning administrator shall approve an exchange of title under this subsection if the exchange of title will not result in a violation of any land use ordinance.*
 2. *If an exchange of title is approved under this subsection, a notice of approval shall be recorded in the office of the county recorder which:*
 - a. *Is executed by each owner included in the exchange and by the land use authority; and*
 - b. *Contains an acknowledgment for each party executing the notice in accordance with the provisions of Utah state code title 57, chapter 2a, recognition of acknowledgments act; and*
 - c. *Recites the descriptions of both the original parcels and the parcels created by the exchange of title;*
 3. *A document of conveyance of title reflecting the approved change shall be recorded in the office of the county recorder.*
 4. *A notice of approval recorded under this subsection A does not act as a conveyance of title to real property and is not required to record a document conveying title to real property.*
- B. *For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment, or vacation of a public or private road shown on a subdivision plat, and all other modifications to lots within a recorded subdivision plat shall be reviewed by the county council with a recommendation from the planning commission.*
- C. *Applications to vacate or amend a subdivision plat shall be required to submit those documents required for review in a complete preliminary plat application which pertain to and describe the proposed amendment, as well as a paper copy of the proposed final plat mylar. Revised construction drawings shall also be submitted when changes to any required subdivision improvements are proposed.*

- D. *Upon receipt of a petition or a proposal to vacate or amend a subdivision plat which requires action by the county council, the matter shall be referred to the planning commission for a recommendation on the proposal.*
- E. *The land use authority shall hold a public hearing within forty five (45) days after the day on which the petition is filed if:*
 - 1. *Any owner within the plat notifies the county of the owner's objection in writing within ten (10) days of mailed notification; or*
 - 2. *A public hearing is required because all of the owners in the subdivision have not signed the revised plat.*
- F. *The land use authority may consider at a public meeting, without a public hearing, an owner's petition to vacate or amend a subdivision plat if:*
 - 1. *The petition seeks to join two (2) or more of the petitioning fee owner's contiguous lots;*
 - 2. *Subdivide one or more of the petitioner's fee owner's lots if the subdivision will not result in a violation of a land use ordinance or a development condition;*
 - 3. *Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join the petition, regardless of whether the lots and parcels are located in the same subdivision;*
 - 4. *On a lot owned by the petitioning fee owner adjust an internal lot restriction imposed by the county;*
 - 5. *Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area; and*
 - 6. *Notice has been given to adjacent property, in accordance with section 8-3-12 of this title. (Ord. 10-16, 12-14-2010)*

ANALYSIS OF STANDARDS

Standards	Findings	Rationale
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Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-64 states the following:

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 an amended plat map and complete supporting preliminary plat and final plat information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.

Therefore, this plat amendment has been reviewed for preliminary and final plat standards.

8-12-24: PRELIMINARY PLAT SUBMITTAL: *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:*

A	Vicinity Map 1. Drawn at a maximum scale of one thousand feet (1,000') to the inch. 2. Show all existing and proposed roadways in the vicinity of the proposed development. 3. A north arrow. 4. The nearest section corner tie. 5. Subdivision name.	Complies	
B	Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.	Complies	
C	Preliminary plat (all facilities within 200 feet of the plat shall be shown): 1. Drawn at a scale not smaller than one hundred feet (100') to the inch. 2. A north arrow. 3. Subdivision name. 4. The layout and names and widths of existing and future road rights of way. 5. A tie to a permanent survey monument at a section corner. 6. The boundary lines of the subdivision with bearings and distances. 7. The layout and dimensions of proposed lots with lot areas in square feet. 8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces. 9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings. 10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas. 11. Location and ownership of all adjoining tracts of land. 12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010)	Complies	
D	Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer): 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. Topography at two foot (2') contour intervals. 3. North arrow. 4. Subdivision name. 5. Areas of substantial earthmoving. 6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains. 7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA). 8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention	Does Not Apply	

	<p>basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage.</p> <p>9. Show any existing wetlands.</p> <p>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)</p>		
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. North arrow. 3. Subdivision name. 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. 5. Show location and dimensions of all utility easements. 	Does Not Apply	Utility Lines as stated on the Plat Amendment will be relocated within the Public Utility easements.
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> 1. Three (3) copies of a geotechnical soils report. 2. A traffic report when required by the planning commission or county engineer. 3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision. 4. Service agreements from all utility companies or providers. 5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval. 6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist. 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. 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 well and water source to be utilized for the development. 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 	Complies	

	served by an existing water utility company, these requirements do not apply. 10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.		
G	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.	Complies	
H	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.	Complies	The applicant agrees to these terms.
I	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.	Does Not Apply	
J	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	Complies	
K	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	Does Not Apply	
L	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)	Does Not Apply	
8-12-32: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:			
A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.	Will Comply	Historically, staff has recommended the applicant wait to print the final mylar in the event that the Planning Commission recommend changes to the plat.
B	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.	Complies	
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	
D	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.	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.
E	An accurate and complete survey, which conforms to Utah state law.	Complies	The survey has been completed.

F	Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.	Complies	
G	The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.	Complies	
H	All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.	Complies	
I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.	Complies	
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision 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:	Complies	

	<ol style="list-style-type: none"> 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor. 		
N	<p>The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate:</p> <ol style="list-style-type: none"> 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: <p><i>OWNERS DEDICATION</i></p> <p><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 her.,leunto set out hands this day of, 21.</i></p> <p><i>(Add appropriate acknowledgments)</i></p> <ol style="list-style-type: none"> 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor. 7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat. 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. 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 	Complies	

	and pay taxes on such lands and common areas and any access easements which may be required by the county.		
O	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.	Does Not Apply	
P	A note on the plat which states the following: <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> (Ord. 10-16, 12-14-2010)		

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments received

Fire/EMS Services: No comments received

Engineering/Surveyor: No Comments received

Recorders: No comments received

Zoning: The zoning is R1-12:

Recommended Motion

Sample Motion for a recommendation for Approval – “I move to approve the Rose Hill Phase 4 Plat Amendment, application #22.064, located at 5684 Garnet Drive based on the findings and with the conditions listed in the staff report dated December 8, 2022.”

Sample Motion for a recommendation for Approval with conditions – “I move to approve the Rose Hill Phase 4 Plat Amendment, application #22.064, located at 5684 Garnet Drive based on the findings and with the conditions listed in the staff report dated December 8, 2022, with the following additional conditions:”

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

Sample Motion for a recommendation for Denial – “I move to deny the Rose Hill Phase 4 Plat Amendment, application #22.064, located at 5684 Garnet Drive based on the following findings:

1. *List any additional findings...*

Attachments:

- A. Vicinity Map
- B. Zoning Map
- C. Rezoning Approval Letter
- D. Proposed Plat Amendment
- E. Application



ATTACHMENT B: ZONING MAP





16 February 2022

Dane Wilkinson
5684 Garnet Drive
Morgan, UT 84050

RE: Wilkinson FLUMA & Rezone, Application #21.039 & 21.038

Dear Mr. Wilkinson,

On February 15, 2022 the Morgan County Commission approved the request for a Future Land Use Map Amendment and a Zoning Map Amendment changing the Future Land Use Map designation from Village Low Density Residential to Village Residential and changing the zoning designation of the subject property from R1-20 to R1-12. Attached is a copy of the recorded ordinance, signed and approved by the 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 bsmith@morgancountyutah.gov or 801-845-4015.

Respectfully,

Bailey Smith
Office Manager/Permit Tech

C:\Land Projects\silverair.dwg\walk_dane_rosehill.dwg 11/5/2022 12:29:08 AM MDT

FINAL PLAT
ROSE HILL SUBDIVISION NO. 4
AMENDED PLAT NO. 1

A PART OF THE SE1/4 OF SECTION 25, T5N, R1E
SALT LAKE BASE AND MERIDIAN
U. S. SURVEY, MORGAN COUNTY, UTAH

COTTONWOOD ROAD (5700 NORTH STREET)

MORGAN COUNTY SURVEYOR'S BRASS CAP
WEST QUARTER CORNER
SECTION 30, T5N, R2E

BASIS OF BEARING
S88°42'14"E

FOUND REBAR/CAP IN FENCE LINE
CENTER QUARTER CORNER
SECTION 30, T5N, R2E.

CERTIFICATE OF OCCUPANCY

MORGAN COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN DEVELOPMENTS AS OUTLINED IN THE ADOPTED BUILDING AND FIRE CODE. IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY, ISSUED BY THE COUNTY.

NOTICE OF RIGHTS TO FARM

MORGAN COUNTY IS A RIGHT TO FARM COMMUNITY. THIS SUBDIVISION IS LOCATED ADJACENT TO PROPERTY THAT IS FARMED/RANCHED. LOT OWNERS ARE HEREBY NOTIFIED THAT AGRICULTURAL OPERATIONS WORK HOURS BEGIN EARLY AND RUN LATE AND THAT THESE OPERATIONS MAY CONTRIBUTE TO NOISES AND ODORS OBJECTIONABLE TO SOME RESIDENTS.

WATER SUPPLY AND FIRE PROTECTION REQUIREMENTS

WELLS AND APPROVED CULINARY WATER SYSTEMS MUST BE CAPABLE OF PROVIDING 800 GALLONS PER DAY PER EQUIVALENT RESIDENTIAL CONNECTION FOR INDOOR CULINARY USE AND A MINIMUM OF 3 GALLONS PER MINUTE PER IRRIGATED ACRE FOR OUTDOOR USE. ALL WATER SOURCES, FLOW RATES AND INFRASTRUCTURE SHALL MEET THE REQUIREMENTS OF MCC 8-12-46 (B).

CULINARY WATER WILL BE PROVIDED BY WILKINSON-COTTONWOOD MUTUAL WATER CO., A NEW SERVICE LATERAL AND METER WILL BE REQUIRED TO EACH LOT. MATERIALS TYPE AND THICKNESS SHALL BE AS PER WATER CO. STANDARDS. THE DEVELOPER SHALL GRANT SUFFICIENT WATER TO EACH LOT TO COMPLY WITH THE MINIMUM REQUIREMENTS OF MORGAN COUNTY SUBDIVISION ORDINANCE SECTION 8-12-46.

FIRE SYSTEM DESIGN SHALL BE APPROVED BY THE DISTRICT FIRE OFFICIAL PRIOR TO ISSUANCE OF A BUILDING PERMIT. WATER SUPPLY AND FIRE PROTECTION FACILITIES SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF MCC 8-12-46 (C).

UTILITIES:

EXISTING POWER, GAS AND TELEPHONE FACILITIES ARE IN PLACE AND AVAILABLE WITHIN COTTONWOOD ROAD. NEW SERVICE LATERAL EXTENSIONS FROM EXISTING FACILITIES TO THE NEW HOME SITE WILL BE REQUIRED. THE COST OF HOOK UP FEES, INSTALLATION AND MATERIALS FOR THE CONSTRUCTION OF UTILITY SERVICE LINES SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND SHALL BE INSTALLED IN ACCORD WITH MCC 8-12-46A.

SURVEY NARRATIVE

- THIS PLAT WAS PREPARED AT THE REQUEST OF DANE WILKINSON, 5684 GARNET DRIVE, MOUNTAIN GREEN, UTAH. 84050
- THE PURPOSE OF THIS SURVEY AND PLAT THEREOF IS TO PROVIDE DOCUMENTATION AND OBTAIN APPROVALS TO SUBDIVIDE THE HEREON SHOWN LOT 73, ROSE HILL SUBDIVISION NO. 4 INTO TWO BUILDING LOTS WITH ONE LOT CONTAINING THE EXISTING HOME AND ANOTHER LOT AT THE STREET CORNER.
- THE BASIS OF BEARING IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 EAST AS MONUMENTED AND SHOWN HEREON.

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	N14°44'00"W
L2	21.18	S75°16'00"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	182.15	1512.54	6°54'00"	182.04	N11°17'00"W
C2	112.83	1512.54	4°16'27"	112.81	N09°58'14"W
C3	69.32	1512.54	2°37'33"	69.31	N13°25'14"W
C4	23.56	15.00	90°00'00"	21.21	N 30°16'00" E
C5	116.70	417.13	16°01'46"	116.32	N 83°16'53" E

*** FILED AS RECORD OF SURVEY NO. S000.

MORGAN COUNTY SURVEYOR

I HEREBY 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 OFFICES. THE APPROVAL OF THIS PLAT BY THE MORGAN COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS ____ DAY OF _____, 20____.

MORGAN COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

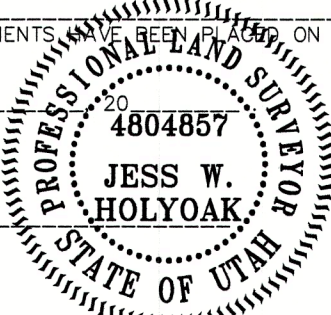
I, JESS W. HOLYOAK, A REGISTERED PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 4804857, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYOR'S LICENSING ACT, AND BY AUTHORITY OF THE OWNERS, HAVE COMPLETED A SURVEY OF THE TRACT OF LAND DESCRIBED HEREWITH, IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; AND HAVE HEREBY SUBDIVIDED SAID TRACT INTO 2 LOTS, KNOW HEREFTER AS:

ROSE HILL SUBDIVISION NO. 4
AMENDED PLAT NO. 1

AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS ____ DAY OF _____, 20____.

JESS W. HOLYOAK, P.L.S.
UTAH LAND SURVEYOR REGISTRATION NO. 4804857.



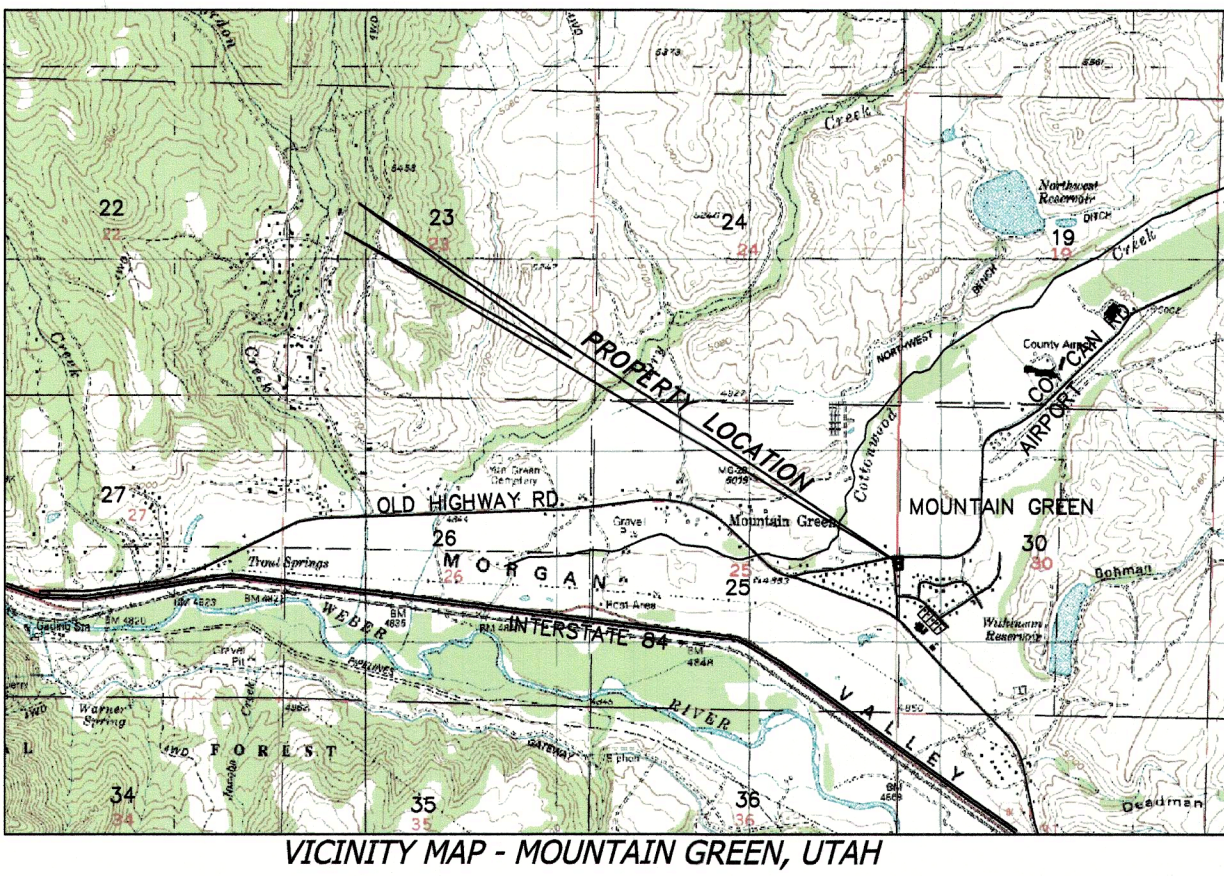
MORGAN COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED _____ AT _____

IN BOOK _____ OF THE OFFICIAL RECORDS,
PAGE _____

RECORDED FOR: _____

MORGAN COUNTY RECORDER
BY: _____ DEPUTY.



BOUNDARY DESCRIPTION

A TRACT OF LAND, BEING ALL OF LOT 73, ROSE HILL SUBDIVISION NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE MORGAN COUNTY RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY, MORGAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30, MONUMENTED BY A MORGAN COUNTY SURVEYOR'S BRASS CAP ON THE SOUTH LINE OF COTTONWOOD ROAD WHICH BEARS NORTH 88°42'14" WEST (BASIS OF BEARING) 2731.49 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 25 AS MONUMENTED BY A REBAR AND CAP;
THENCE SOUTH 01°17'46" WEST 213.30 FEET;
THENCE SOUTH 82°10'00" WEST 104.17 FEET TO THE EAST LINE OF GARNET DRIVE;
THENCE 182.15 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1512.54 FEET AND A CHORD BEARING NORTH 11°17'00" WEST 182.04 FEET ALONG SAID EAST LINE;
THENCE NORTH 14°44'00" WEST 12.00 FEET ALONG SAID EAST LINE;
THENCE 23.56 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING NORTH 30°16'00" EAST 21.21 FEET TO THE SOUTH LINE OF COTTONWOOD ROAD;
THENCE NORTH 75°16'00" EAST 21.18 FEET ALONG SAID SOUTH LINE;
THENCE 116.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 417.13 FEET AND A CHORD BEARING NORTH 83°16'53" EAST 116.32 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.62 ACRES.

THE BASIS OF BEARING IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 EAST AS MONUMENTED.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREON DESCRIBED, HAVE CAUSED SAID TRACT TO BE SUBDIVIDED INTO TWO LOTS TO BE KNOWN HEREFTER AS:

ROSE HILL SUBDIVISION NO. 4
AMENDED PLAT NO. 1

DO HEREBY DEDICATE FOR THE 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 OUR HANDS THIS ____ DAY OF _____, 2023.

WENDY WILKINSON, or her successor, as Trustee of the WENDY WILKINSON REVOCABLE TRUST dated April 19th, 2011

WENDY WILKINSON, TRUSTEE

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF MORGAN)

ON THIS, _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, WENDY WILKINSON, or her successor, as Trustee of the WENDY WILKINSON REVOCABLE TRUST dated April 19th, 2011, WHO SIGNED THE ABOVE OWNER'S DEDICATION, AND DULY ACKNOWLEDGE TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

_____, A NOTARY PUBLIC COMMISSIONED IN UTAH

RESIDING IN _____ COUNTY, UTAH

HAVING COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT OF RESPONSIBILITY

KNOW ALL MEN BY THESE PRESENTS THAT WE UNDERSIGNED OWNERS OF THE TRACT(S) OF LAND CONTAINED WITHIN THE SUBDIVISION BOUNDARY DESCRIBED HEREON, ACKNOWLEDGE THAT FAILURE OF THE LOCAL JURISDICTION OR PLANNING COMMISSION TO OBSERVE OR RECOGNIZE HAZARDOUS, UNKNOWN OR UNSIGHTLY CONDITIONS, OR TO RECOMMEND DENIAL OF THE SUBDIVISION BECAUSE OF SAID UNRECOGNIZED HAZARDOUS, UNKNOWN OR UNSIGHTLY CONDITIONS SHALL NOT RELIEVE THE DEVELOPER OR OWNER FROM RESPONSIBILITY FOR THE CONDITION OR DAMAGES RESULTING THEREFROM, AND SHALL NOT RESULT IN THE LOCAL JURISDICTION OR PLANNING COMMISSION, ITS OFFICERS OR AGENTS, BEING RESPONSIBLE FOR THE CONDITIONS AND DAMAGES RESULTING THEREFROM.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 2023.

WENDY WILKINSON, or her successor, as Trustee of the WENDY WILKINSON REVOCABLE TRUST dated April 19th, 2011

WENDY WILKINSON, TRUSTEE

- LEGEND:**
- WELL HEAD
 - PERCOLATION TEST PIT
 - FOUND "MOUNTAIN ENGINEERING" REBAR AND CAP OR OTHER AS INDICATED
 - SET 5/8 REBAR W/CAP OR AS INDICATED
 - SET BY OTHERS AS INDICATED
 - SET NAIL AND WASHER
 - SECTION CONTROL OR U.D.O.T. RIGHT OF WAY MONUMENT, AS INDICATED
 - RECORD DATA

MORGAN COUNTY COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT AND THE DEDICATION ARE HEREBY ACCEPTED BY THE COMMISSION OF MORGAN COUNTY, UTAH.

SIGNED THIS ____ DAY OF _____, 2022.

CHAIRMAN, MORGAN COUNTY COMMISSION

ATTEST: MORGAN COUNTY CLERK

MORGAN COUNTY ATTORNEY

APPROVED AS TO FORM.

SIGNED THIS ____ DAY OF _____, 20____.

MORGAN COUNTY ATTORNEY

WEBER-MORGAN HEALTH DEPARTMENT

THE WASTE DISPOSAL SYSTEM AND THE CULINARY WATER SYSTEM ARE HEREBY APPROVED.

SIGNED THIS ____ DAY OF _____, 20____.

DEPARTMENT HEALTH OFFICER

MORGAN COUNTY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS RECOMMENDED FOR APPROVAL BY THE MORGAN COUNTY PLANNING COMMISSION.

SIGNED THIS ____ DAY OF _____, 20____.

CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

MORGAN COUNTY ENGINEER

APPROVED THIS ____ DAY OF _____, 20____.

MORGAN COUNTY ENGINEER

MOUNTAIN ENGINEERING

2250 W OLD HIGHWAY ROAD
MORGAN, UTAH 84050
TEL (801) 876-3978

REVISIONS		COMMENTS	
DATE	BY		

DESIGNED BY: J.W.H.
DRAWN BY: J.W.H.
DATE: SEPTEMBER, 2022

DESIGNED BY: J.W.H.
DRAWN BY: J.W.H.
DATE: SEPTEMBER, 2022

DESIGNED BY: J.W.H.
DRAWN BY: J.W.H.
DATE: SEPTEMBER, 2022

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DATE: SEPTEMBER, 2022

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DRAWN BY: J.W.H.
DATE: SEPTEMBER, 2022

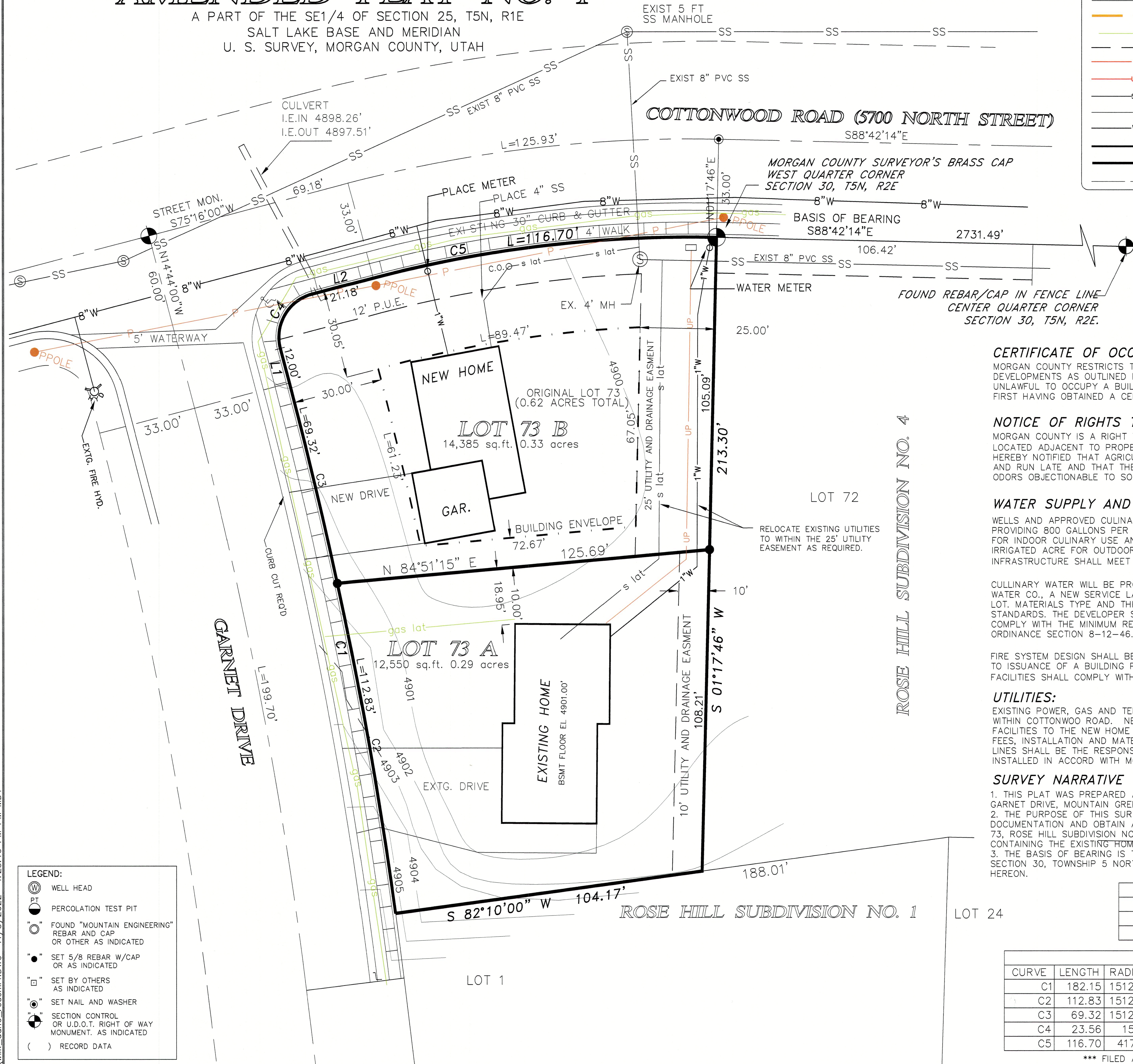
DRAWING NO. ME 22-XX
SHEET 1 OF 1
FILE:wik_dane_rosehill

PRELIMINARY PLAN

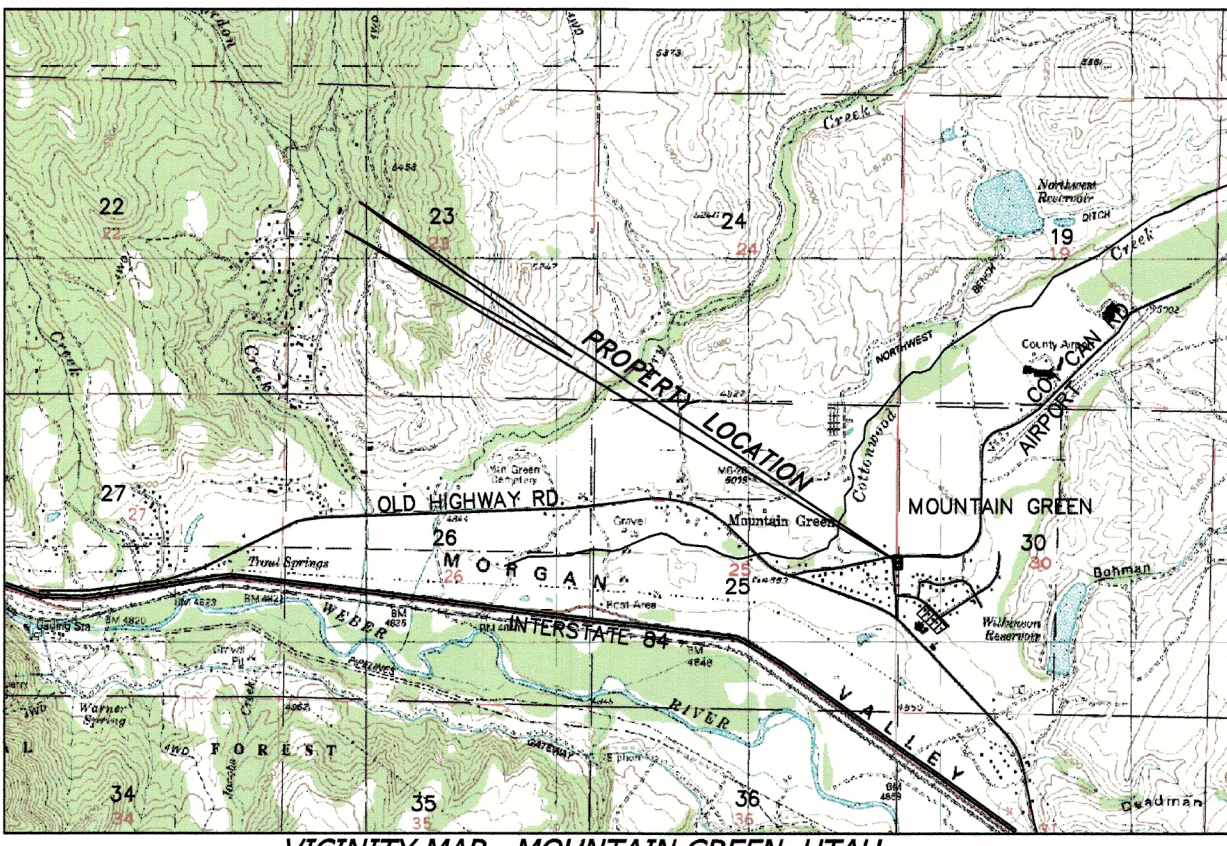
ROSE HILL SUBDIVISION NO. 4

AMENDED PLAT NO. 1

A PART OF THE SE1/4 OF SECTION 25, T5N, R1E
SALT LAKE BASE AND MERIDIAN
U. S. SURVEY, MORGAN COUNTY, UTAH



LINE TYPE LEGEND	
	DESIGN CENTERLINE
	GEOLOGIC UNIT BOUNDARY
	NATURAL GAS PIPELINE
	UTILITY EASEMENT
	EXISTING AERIAL POWER LINE
	EXTG. UNDERGROUND POWER LINE
	EXISTING SECONDARY WATER LINE
	EXISTING SEWER MAIN
	EXISTING CULINARY WATER LINE
	PROPOSED PROP/LOT BOUNDARY
	SUBDIVISION BOUNDARY
	EXISTING PROP BOUNDARY



BOUNDARY DESCRIPTION

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AMENDED PLAT NO. 1

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WENDY WILKINSON, TRUSTEE

ACKNOWLEDGEMENT

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COUNTY OF MORGAN)

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_____, A NOTARY PUBLIC COMMISSIONED IN UTAH

RESIDING IN _____ COUNTY, UTAH

HAVING COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

_____, A NOTARY PUBLIC COMMISSIONED IN UTAH

RESIDING IN _____ COUNTY, UTAH

HAVING COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT OF RESPONSIBILITY

KNOW ALL MEN BY THESE PRESENTS THAT WE UNDERSIGNED OWNERS OF THE TRACT(S) OF LAND CONTAINED WITHIN THE SUBDIVISION BOUNDARY DESCRIBED HEREON, ACKNOWLEDGE THAT FAILURE OF THE LOCAL JURISDICTION OR PLANNING COMMISSION TO OBSERVE OR RECOGNIZE HAZARDOUS, UNKNOWN OR UNSIGHTLY CONDITIONS, OR TO RECOMMEND DENIAL OF THE SUBDIVISION BECAUSE OF SAID UNRECOGNIZED HAZARDOUS, UNKNOWN OR UNSIGHTLY CONDITIONS SHALL NOT RELIEVE THE DEVELOPER OR OWNER FROM RESPONSIBILITY FOR THE CONDITION OR DAMAGES RESULTING THEREFROM, AND SHALL NOT RESULT IN THE LOCAL JURISDICTION OR PLANNING COMMISSION, ITS OFFICERS OR AGENTS, BEING RESPONSIBLE FOR THE CONDITIONS AND DAMAGES RESULTING THEREFROM.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 2023.

WENDY WILKINSON, or her successor, as Trustee of the WENDY WILKINSON REVOCABLE TRUST dated April 19th, 2011

WENDY WILKINSON, TRUSTEE

CERTIFICATE OF SURVEYOR

I, JESS W. HOLYOAK, A REGISTERED PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 4804857, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYOR'S LICENSING ACT, AND BY AUTHORITY OF THE OWNERS, HAVE COMPLETED A SURVEY OF THE TRACT OF LAND DESCRIBED HERewith, IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; AND HAVE HEREBY SUBDIVIDED SAID TRACT INTO 2 LOTS, KNOWN HEREAFTER AS:

ROSE HILL SUBDIVISION NO. 4

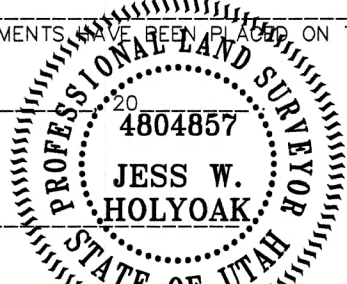
AMENDED PLAT NO. 1

AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTED ACCORDING TO THE PLAT HEREON.

SIGNED THIS ____ DAY OF _____, 2023.

JESS W. HOLYOAK, P.L.S.

UTAH LAND SURVEYOR REGISTRATION NO. 4804857.



MORGAN COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

FILED FOR RECORD AND RECORDED _____ AT _____

IN BOOK _____ OF THE OFFICIAL RECORDS,

PAGE _____

RECORDED FOR: _____

_____,

MORGAN COUNTY RECORDER

BY: _____ DEPUTY.

LEGEND:	
	WELL HEAD
	PERCOLATION TEST PIT
	FOUND "MOUNTAIN ENGINEERING" REBAR AND CAP OR OTHER AS INDICATED
	SET 5/8 REBAR W/CAP OR AS INDICATED
	SET BY OTHERS AS INDICATED
	SET NAIL AND WASHER
	SECTION CONTROL OR U.D.O.T. RIGHT OF WAY MONUMENT, AS INDICATED
	RECORD DATA

MORGAN COUNTY COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT AND THE DEDICATION ARE HEREBY ACCEPTED BY THE COMMISSION OF MORGAN COUNTY, UTAH.

SIGNED THIS ____ DAY OF _____, 2022.

CHAIRMAN, MORGAN COUNTY COMMISSION

MORGAN COUNTY ATTORNEY

APPROVED AS TO FORM.

SIGNED THIS ____ DAY OF _____, 20____

MORGAN COUNTY ATTORNEY

WEBER-MORGAN HEALTH DEPARTMENT

THE WASTE DISPOSAL SYSTEM AND THE CULINARY WATER SYSTEM ARE HEREBY APPROVED.

SIGNED THIS ____ DAY OF _____, 20____

DEPARTMENT HEALTH OFFICER

MORGAN COUNTY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS RECOMMENDED FOR APPROVAL BY THE MORGAN COUNTY PLANNING COMMISSION.

SIGNED THIS ____ DAY OF _____, 20____

CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

MORGAN COUNTY ENGINEER

APPROVED THIS ____ DAY OF _____, 20____

MORGAN COUNTY ENGINEER

MORGAN COUNTY SURVEYOR

I HEREBY 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 OFFICES. THE APPROVAL OF THIS PLAT BY THE MORGAN COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS ____ DAY OF _____, 20____

MORGAN COUNTY SURVEYOR

ATTACHMENT E: APPLICATION

Subdivision Amendment Application

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



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

Project Information				
Date of Submission: 4/15/2022		Zone: R1-20		Serial#(s): 00-0001-3308; 00-0084-698
Project Name: Whittier Estates - PPA Well / Lots 5 & 6 - Amendment			Parcel #(s): 1-004-097-001; 01-WHITE-	
Project Address: PPA: no physical address / Lot 6: 3951 Thurston Drive, Morgan UT 84050 / Lot 5: 3901 Thurston Drive, Morgan UT			Acres: PPA: .37 / Lot 6: 1.02 (before)	
Project Description: Land conveyance to Lots 5 & 6 from PPA and to PPA from Lots 5 & 6; additional recorded land use restrictions for Lot				
Property Owner(s): Peterson Pipeline Association; Jared M Santos			Applicant(s): Peterson Pipeline Association;	
Address: 3800 W 3900 N; 3951 Thurston Drive; 3901 Thurston Drive			Address:	
City: Morgan	State: Utah	Zip: 84050	City:	State: Zip:
Phone: 801-536-6775			Phone:	
Contact Person: Alex Leeman			Address:	
Phone:			City: State: Zip:	
Cellular:	Fax:		Email: aleeman@parsonsbehle.com	

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

Subdivision Amendment Fees

Number of Lots: 3

Subdivision Amendment application fee.....	\$250.00 plus \$10.00/lot
Engineering review fees.....	\$Actual Cost
Surveyor review Fees.....	\$Actual Cost
Outside Consultants or Outsourced Staff Fee.....	\$ Actual Cost
Noticing Fee.....	\$60.00

For Office Use Only		
Received By:	Date Received:	App. #:



2022

PUBLIC HEARING

MORGAN COUNTY COMMISSION MEETING



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 12/20/22 Time Requested: _____
Name: Leslie A. Hyde Clerk/Auditor Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

6:00pm
Budget Hearing
Discussion/Public Hearing/Decision to amend Morgan County's 2022 budget
Request for motion to adjourn public meeting and convene public hearing Public comments (please limit comments to 3 minutes)
Request for motion to adjourn public hearing and reconvene public meeting
Action Approval of Resolution amending the Morgan County 2022 budget

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

F

PUBLIC NOTICE
Notice of Budget Hearing
to amend Morgan County's 2022 Budget

The Morgan County Commission will hold a Budget Hearing on Tuesday, December 20, 2022 at 6:00pm in the County Commission Meeting Room of the Morgan County Courthouse 48 West Young Street, Morgan, Utah.

The purpose of the Budget Hearing will be to open and make adjustments to Morgan County's 2022 budget. All interested citizens are invited to attend and will have the opportunity to give written and oral comment. The proposed amendments may be examined at the office of the Morgan County Clerk/Auditor room 18 of the Morgan County Courthouse.

Publish in in the Standard Examiner December 9, 2022

Posted December 8, 2022

*Back up material not available at time
of packet emailing JK*



2022

PUBLIC HEARING

MORGAN COUNTY COMMISSION MEETING



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 12/20/2022

Time Requested: _____

Name: cindee mikesell

Phone: (801) 845-4012

Address: 48 w young street

Email: cmikesell@morgancountyutah.gov

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing- change fee schedule

*BACK-UP MATERIAL
NOT AVAILABLE AT TIME OF PACKET EMAILING
JR*

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

6



2022

PUBLIC HEARING

MORGAN COUNTY COMMISSION MEETING



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 12/20/20 Time Requested: 20 min
Name: Joshua Cook Phone: (801) 845-4059
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

M & D Nelson Rezone
Public Hearing/Discussion/Decision
Application No.: 22.065

Applicant/owner: Mark Nelson
Project Location: West of the Old Highway Road and Cottonwood Canyon Road
Intersection
Current Zoning: A-20
General Plan Designation: Commercial
Acreage: 44.75 acres
Request: Rezone 44.75 acres of land from A-20 zone to Town Center

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

M & D Nelson Rezone
Public Hearing
December 8, 2022

Application No.:	22.065
Applicant/owner:	Mark Nelson
Project Location:	West of the Old Highway Road and Cottonwood Canyon Road Intersection
Current Zoning:	A-20
General Plan Designation:	Commercial
Acreage:	44.75 acres
Request:	Rezone 44.75 acres of land from A-20 zone to Town Center

PLANNING COMMISSION MEETING AND RECOMMENDATION: The Planning Commission met and held a public hearing to discuss the proposed rezoning of approximately 45 acres of land from A-20 to Town Center zoning. After discussion and receiving several comments from the public the PC discussed their findings of fact and reasoning behind forwarding a **Negative** recommendation to the County Commission. The findings proposed by the PC are as follows:

Findings:

1. That the area was not meant to be zoned Town Center.
2. That the area was to be wholly commercial with no residential units.
3. That this proposed commercial area was the subject of much discussion during the last General Plan update.

STAFF RECOMMENDATION

County Staff recommended approval of the requested zoning map amendment. The approval recommendation is based on the following findings listed below:

Findings:

1. That the proposed amendment is in harmony with future land use goals and objectives.
2. That the proposed amendment is in harmony with existing proposed land uses in the area.
3. That the rezone will not adversely impact the adjacent properties.
4. That there is adequate facilities and services to service the property.

SUMMARY

Applicant is requesting approval of a proposed Zone Map Amendment of approximately 44.75 acres going from Zone A-20 to Town Center (TC). Property is located just West of Old Highway

Road intersecting at Cottonwood Canyon Road, also known as Parcel # 00-0003-3728 and serial # 03-005-034-03-NA in Mountain Green, Utah.

ANALYSIS

General Plan and Zoning:

The General Plan and Future Land Use Map anticipates the development of property in this area for commercial purposes. The General Plan designation is Commercial. The applicant wants to develop the property for commercial and multifamily development. The only commercial zoning category that would allow for this type of development is the Town Center Zoning. As the General Plan FLUM shows Commercial and the applicant is requesting a rezone to a commercial zone (TC) staff believes that the request is in conformance with the County's General Plan map and goals.

This land use demonstrates the desire of the County to allow for a denser environment, including residential units as part of the mixed-use development. The Town Center zoning will allow mixed-use development, including denser housing and commercial uses which are also compatible with the overall vision of the area as detailed in the General Plan. The current designation specifically notes that:

The Commercial category designation provides for commercial nodes on individual parcels and more intense commercial uses near major road corridors. The intent of the Commercial use category is to provide for commercial uses ranging from small-scale commercial uses which, through sensitive and creative building design, orientation of buildings, access, lighting, signs, parking, and landscaping can be made compatible with adjacent residential neighborhoods, to regional retail, neighborhood retail, family entertainment, office, and compatible employment uses in master planned developments.

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.

Further, the development will be required to adhere to a Development Agreement developed as part of the site plan review and platting process in the future. The Development Agreement will be required to go through the public hearing process as well.

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

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

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

ORDINANCE EVALUATION:

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

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

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

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

D. Planning Commission Review and Recommendation: Upon receiving a recommendation from staff regarding an amendment to this title or the zoning map, and after holding the required public hearing, the planning commission shall review the amendment and prepare its recommendation. The planning commission may recommend approval, approval with modifications, or denial of the proposed amendment and shall submit its recommendation to the county council for review and decision. The planning commission shall recommend adoption of a proposed amendment only when the following findings are made:

- 1. The proposed amendment is in accordance with the county's general plan, goals, and policies of the county.*
- 2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this title.*

E. County Council Review: The county council shall schedule and hold a public hearing on the application as provided in section 8-3-12 of this chapter. Following the public hearing the county council may approve, approve with modifications, or deny the proposed amendment. Prior to making a decision that goes contrary to the planning commission's recommendation, the county council may, but is not obligated to, remand the amendment to the planning commission with a request for another recommendation with additional or specific considerations. The planning commission shall review such request as specified in subsection D of this section.

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

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

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

Approval Standards

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

RECOMMENDED MOTION

Recommended Motion for Approval – “I move we forward a positive recommendation to the County Commission for M&D Nelson Rezone Map Amendment, application number 22.065, changing 44.75 acres from A-20 to TC, based on the findings listed in the staff report dated December 20, 2022.”

Recommended Motion for Denial – “I move we deny M&D Nelson Rezone Map Amendment, application number 22.065, changing 44.75 acres from A-20 to TC, based on the following findings:”

1. List any additional findings...

Supporting Information

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

Staff Contact

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

Exhibit A: Future Land Use Map

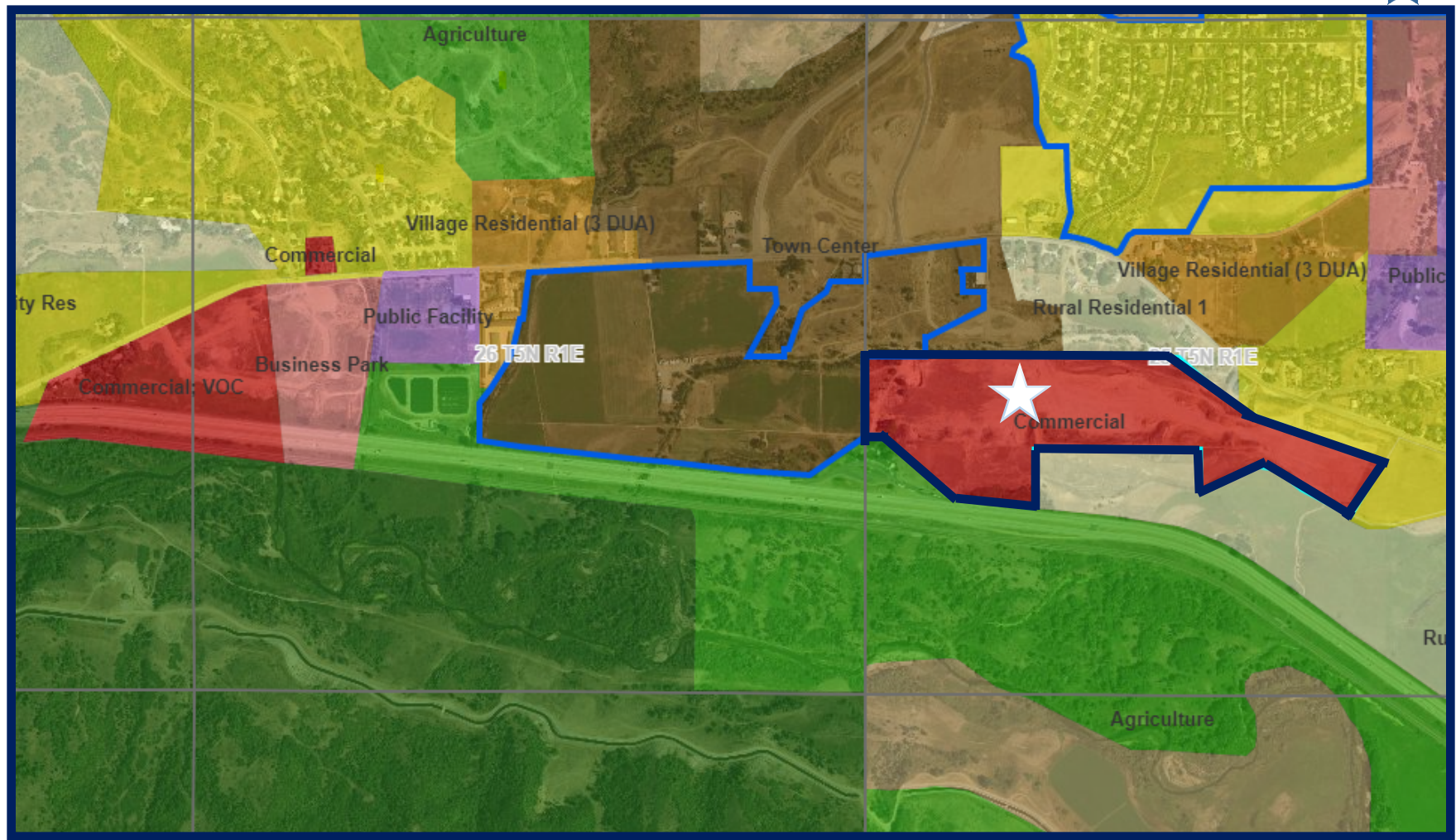


Exhibit B: Existing Zoning

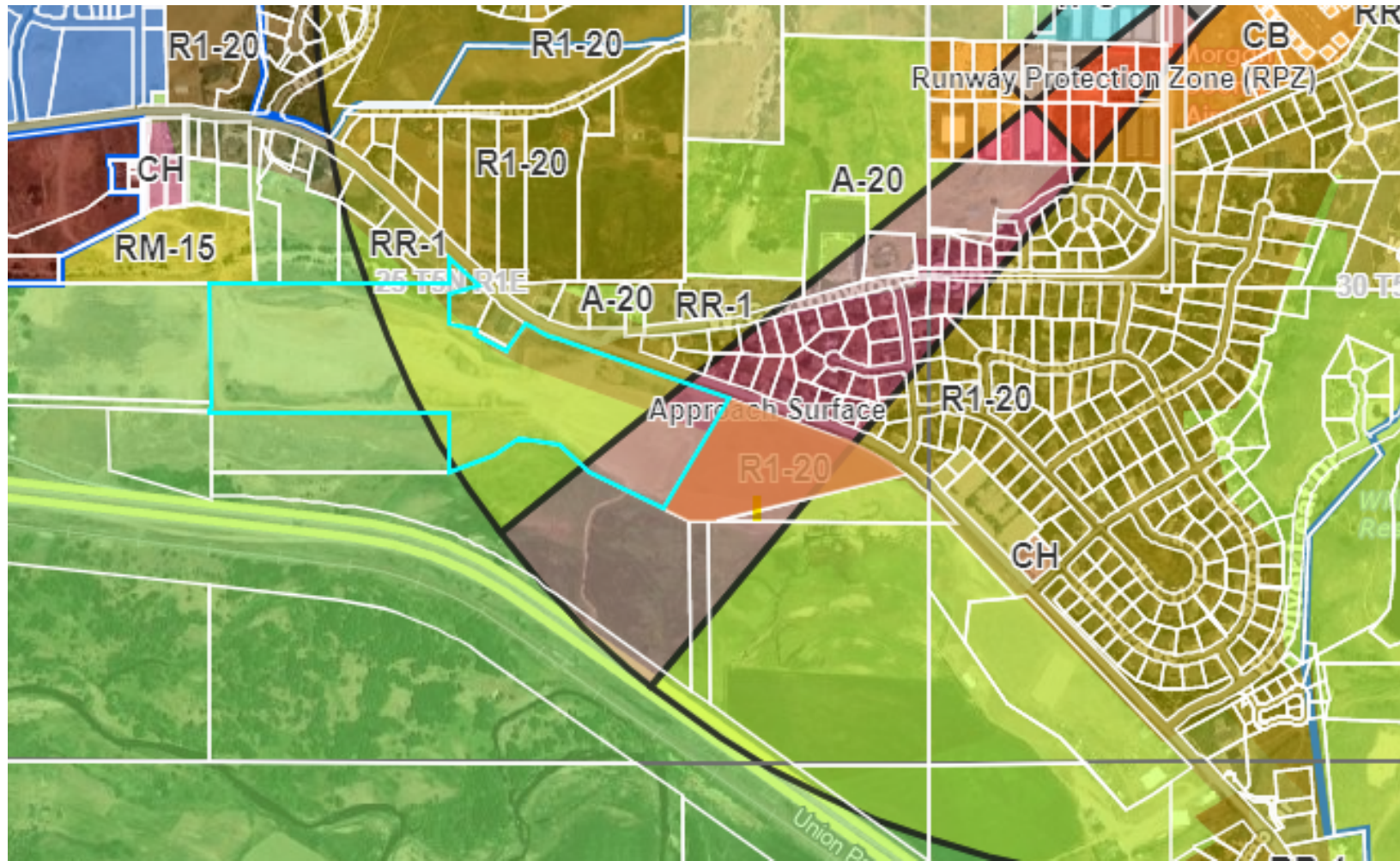


Exhibit C: Property Boundary Description

A TRACT OF LAND SIT IN THE SE1/4 OF SEC 25, T5N, R1E, SLB&M, U.S. SUR, MORGAN COUNTY, UTAH. COM AT THE E1/4 COR OF SD SEC 25, A REBAR & CAP; TH S 89°30'37" W 2427.67 FT ALG THE 1/4 SEC LN, TH S 00°00'00" E 85.06 FT TO A PT ON THE S LN OF OLD HIGHWAY ROAD & THE NE COR OF THE J. TODD VOGT PROP AS RECORDED IN THE MORGAN COUNTY RECORDER'S OFFICE M127-507; TH S 25°50'00" W 198.00 FT ALG THE E'LY LN OF SD PROP TO THE SE COR OF SD VOGT PROP, THE T.POB; TH S 62°44'49" E 203.12 FT; TH S 35°47'54" W 29.30 FT; TH N 62°44'49" W 198.05 FT; TH N 25°50'00" E 28.98 FT TO THE SE COR OF THE J. TODD VOGT PROP & THE POB. THE B.B. IS THE N LN OF THE SE1/4 OF SD SEC 25 CALLED: S 89°30'37" W AS MON. CONT 0.133 / 0.13 AC, M. OR L

Exhibit D: Applicant's Narrative (Application)



ZONE MAP/FUTURE LAND USE MAP AMENDMENT APPLICATION

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

PARCEL to be amended (attach legal description):					
Name of Owner(s): M & D Nelson, L.L.C				Date of Submission:	
Owner(s) Address: 2316 E 5950 S			Owner(s) Mailing Address (if different): 2316 E 5950 S Ogden, UT 84403		
City: Mountain Green	State: Ut	Zip: 84050	City: Mountain Green	State: Ut	Zip: 84050
Phone: 801-664-4724			Email: thomas.hunt@hunt-engineering.com		
Name of Applicant or Authorized Agent: Thomas Hunt					
Agent Address: 6619 Willowcreek Rd			Agent Mailing Address (if different): 6619 Willowcreek Rd		
City: Mountain Green	State: Ut	Zip: 84050	City: Mountain Green	State: Ut	Zip: 84050
Phone: 801-664-4724			Email: thomas.hunt@hunt-engineering.com		
Owner(s): Signature of Authorization to file: M and D Nelson LLC By Mark H. Nelson			10/12/2022 8:17 PM PDT		
Describe proposed MAP amendment:					
Current zoning is A-20, the future land use map has this property designated as commercial. This application will match the future land use map with a TC district specification. Existing Zone: A-20 Proposed Zone: TC					
Describe how this change will affect the general character of the zone:					
This matches the future land use zoning map, so it matches the intended future use.					
Any additional information that may be useful:					
To create a zone to enhance the economic viability and aesthetic value of Morgan County areas as an essential core for the county.					
Pre-Application Conference Date (if applicable or necessary):					

RECEIVED

OCT 14 2022



2022

END OF PACKET

MORGAN COUNTY COMMISSION MEETING