



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

January 18, 2022
Commencing at 5:00 pm

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

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

B) Consent Items-

1. Approval of January 4, 2022 meeting minutes

C) Commissioner Declarations of Conflict of Interest

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

E) Action Items –

1. Brenda Nelson – Discussion/Decision on part time employee in Recorder’s Office that was miscategorized for the 2022 budget
2. Lance Evans – CONTINUATION from December 21, 2021 – Discussion/Public Hearing/Decision: Proposed amendment to Morgan County Code Section: 8-12-37 Security for Required Improvements as required by updates to the Utah State Code
3. George Sousa – Discussion/Decision on status of airport infrastructure project and items requiring completion. Request signatures and payments for approved items
4. Robert McConnell – Approval of Airport Leases
5. CED Board – Discussion/Decision on overview of Business Grant application/process using Rural Grant Funds
6. Blaine Fackrell – Approval of contract between Morgan County and the Chamber of Commerce, as was agreed in the December 21, 2021 Commission Meeting, to work out the details of the contract, between the Attorney and the Chamber, to take care of the DMO for the County. Funding to do this is primarily from the Rural Grant and other sources
7. Blaine Fackrell/Matt Wilson – Discussion/Decision of HBME to audit the County for 2021

F) Public Hearing

Discussion/Public Hearing/ Decision – Proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.

- Request for a motion to adjourn public meeting and convene public hearing
 - Public Comments (please limit comments to 3 minutes)
 - Request for motion to adjourn public hearing and reconvene public meeting
- Action on – proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.

G) Commissioner Comments

H) Adjourn –

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

CERTIFICATE OF POSTING

The undersigned does hereby certify that the above notice and agenda were posted as required by law this day of 13th day of January 2022

Leslie A. Hyde

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Morgan County Clerk/Auditor's Office at 801-845-4010 at least 24 prior to this meeting. This meeting is streamed live.



**MEETING MINUTES
OF THE MORGAN COUNTY COMMISSION
TUESDAY, JANUARY 18, 2022 5:00 PM
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET MORGAN UTAH**

COMMISSION PRESENT:

Robert McConnell
Mike Newton
Matt Wilson
Blaine Fackrell
Jared Anderson

OTHERS PRESENT:

Tina Kelley
Debbie Sessions
George Sousa
Michelle Lyman
Joe Garfield

OTHER STAFF PRESENT:

Garrett Smith, County Attorney
Leslie A Hyde, County Clerk/Auditor
Lance Evans, Community Development Director
Julie Rees, Executive Assistant to Commissioners

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies

1. Welcome by Commissioner Newton and opened meeting at 5:02 pm
2. Invocation and/or Moment of Reflection – the invocation was given by Commissioner Anderson.
3. Pledge of Allegiance

B) Consent Items-

1. Approval of January 4, 2022 meeting minutes
One correction was made to minutes.

*Commissioner Fackrell moved to approve the meeting minutes of January 4th, 2022
With the noted corrections.
Second by Commissioner Anderson.
The vote was unanimous. The Motion passed.*

C) Commissioner Declarations of Conflict of Interest

No conflicts mentioned

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

- Michelle Lyman asked the commissioners to **not** approve the hanger enlargement request of two leasing owners who want to enlarge their hangers. Larger hangers mean more airplanes

and airplane traffic. Ultimately this brings more danger issues to the area. 3 airplanes in some of the hangers right now. Capacity of 180 airplanes if approved.

- Berm Landscape buffer should have been put in and finished before more construction. Agreement initially signed in April 2005 and it has not been completed. Needed as promised and before further development. Michelle stated/believes that the County agreed to do the berm not the contractor and this commitment needs to be fulfilled.

E) Action Items –

1. **Brenda Nelson – Discussion/Decision on part time employee in Recorder’s Office that was miscategorized for the 2022 budget.**

There was a mistake made on the wage and category for her employee. Need her wages to be adjusted - wrong category. Move her to a grade 12, make this increase retroactive to the new year. Her budget will allow for this increase. Commissioners decided to align the employee with our grade and scale they should raise her to a grade 13, \$18.27 hourly. This correction will raise her from 11 to 13 instead of the requested grade 12. Raising her to a 13 will get her on the grade and scale of pay correctly.

Commissioner McConnell motioned to approve the wage adjustment to Grade 13 with 4-yr experience and to make retroactive to January 1, 2022.

Seconded by Commissioner Fackrell.

The vote was unanimous. The Motion passed.

2. **Lance Evans – CONTINUATION from December 21, 2021 – Discussion/Public Hearing/Decision: Proposed amendment to Morgan County Code Section: 8-12-37 Security for Required Improvements as required by updates to the Utah State Code.**

Been working with Wasatch peaks to develop language to move forward with changes to state code and meet out county requirements. Lance will present the requested changes to his department and have his assistant type up all of the changes. Commissioners tabled section 4 for further discussion and suggested many changes to existing language. Want attorney to look over section 4.

Commissioner McConnell motioned to reopen the Public Hearing from Dec 21st, 2021. Morgan County Code Section 8-12-37

Seconded by Commissioner Fackrell.

The vote was unanimous. The Motion passed.

Wasatch Peaks...Ed Shultz:

We have been engaging with staff on this topic back to 2019. Want to protect county and district. Interlocal agreement the best way to do that. Interlocal can define in scope all definitions before we make the release. Our preference – if we could table for further discussion. Trying to get first 50 lots to platting. Can we make it general and define in the interlocal agreement? If Interlocal is used provides greater oversight and security. We will use letters of credit with Zions Bank. Commissioners want the process to be streamlined.

Commissioner Fackrell moved to go out of public hearing.

Commissioner Wilson Seconded.

The vote was unanimous. The Motion passed.

Back to discussion about Morgan County Code Section 8-12-37

Look at these by section.

Section A&B includes changes from Council to Commission.

Defer discussion of Section 4. Robert will give his notes to Julie.

The applicant financial institutions have been approved by Morgan County Treasurer and Morgan County Attorney. See the approved list.

Commissioner McConnell moved to approve proposed modification to Code 8-12-37 of the Morgan County Code a Completion Assurance Agreement for required improvements in the form presented at this meeting with modifications. Stated as follows...

Commissioner Fackrell seconded.

The vote was unanimous. The Motion passed.

5 Minute Break

3. George Sousa – Discussion/Decision on status of airport infrastructure project and items requiring completion. Request signatures and payments for approved items.

The County Clerk needs amounts for Dominion and Rocky Mountain Power so she cut checks to get them paid. Need approval tonight for both amounts to be paid. Garrett has reviewed the agreements. Already agreed to the payment needed by Mountain Green Sewer District Deposit.

Commissioner Fackrell moved to pay Rocky Mountain power \$22,930.00 and Dominion \$16,787.90

Commissioner McConnell Seconded.

The vote was unanimous. The Motion passed.

FYI: George said that someone authorized sending unsigned plat maps to Sunrise Engineering for the Sewer Improvement District.

Commissioner McConnell moved to authorize the stamping of approved engineer plans to send to Sunrise Engineering.

Second by Commissioner Fackrell.

The vote was unanimous. The motion passed.

Public Utility Easement was given to you in paper form. Needs to be approved by attorney and signed by county commission and recorded. Attorney looked it over and feels it is in order. Signing Easement as property owner.

Commissioner Anderson moved to approve the PUE as outlined, is acceptable as the property owner.

Second by Commissioner Wilson.

The vote was unanimous. The motion passed.

Needs to be executed and notarized.

It was mentioned that we need to approve the agreement between Morgan County and Wardell Brothers Construction as it was previously approved with the numbers added. The Attorney asked that it be approved again as amended.

Commissioner McConnell made a motion to approve the contract between Morgan County and Wardell Brothers Construction in the form included in the packet with the modifications approved by the Morgan County Attorney, for the Morgan Country Airport as amended.

Seconded by Commissioner Fackrell.

The vote was unanimous. The motion passed.

Wider hangers: This was a discussion in the advisory board. It was discussed that two men chose those hangers because they wanted to have a wider footprint. The Airport Advisory Board voted 4 to 1 in favor of allowing wider buildings. The two entities may back out if the county was not going to approve. The Airport Advisory Board would like to allow the two individuals to make their hangers wider. The initial contract says the height would stay the same but not necessarily the width. They would not exceed the height limit. Mike pulled the meeting back to attention after Michelle in the audience started sharing more. The Commissioners would like to honor what was initially agreed to for the airport. The County should keep the airport at what the vision was when this all was discussed and was approved by the council. We should stick with the code. Wider hangers would not go against code. There was a discussion on bringing in more revenue for the airport, but keeping to code and the initial vision of the airport. Commissioner McConnell mentioned that if the change meets code there is a chance that it could pass however he is not persuaded by increase in traffic from additional planes by having larger hangers unless he saw an expert report that there would be additional danger. Increase hanger size cannot go into utility easements.

The discussion continued with: The Berm needs to be taken care of by the County first. And then we need to decide where the money will come from, possibly from the fire district funds or the general fund.

Next it was discussed that the Forest Service would like to stay in their location for another 3 years. However, they can only sublease from the owner of the property.

Do we extend the lease or do a secondary lease to Brant who agreed to lease the property last year?

9Line will present in two weeks. They are reviewing their plans. They will provide recommendation for the commission.

4. Robert McConnell – Approval of Airport Leases

Commissioner Wilson made a motion to approve leases as listed: 13 leases read out loud by Commissioner Wilson.

Second by Commissioner Fackrell

The vote is unanimous. The motion passed.

5. CED Board – Discussion/Decision on overview of Business Grant application/process using Rural Grant Funds

Commissioner Fackrell shared that the Rural Business Grants are to be used to help businesses in Morgan County grow. It is not for bailing out businesses. They have to go to the BRC Guru Andrew Willis to fill out the application and then he will decide if they are eligible. He will approve.

Commissioner Newton shared:

2020 \$180,000 was given out from the Cares program as grants to different businesses.

In 2021 The BEAR Program changed to the Rural Grant program. The Rural Grant program received for the state fiscal year 2022, from July 1, 2021 – June 30, 2022, \$200,000. Of that grant \$30,000 was set aside from the Rural Grant for the business grants. Each business that is chosen can receive up to \$10,000. See packet for requirements.

Commissioner Fackrell moved to approve business grant application using the grant funds of \$30,000 from the Rural Grant monies.

*Second by Commissioner McConnell
The vote was unanimous. The motion passed.*

- 6. Blaine Fackrell – Approval of contract between Morgan County and the Chamber of Commerce, as was agreed in the December 21, 2021 Commission Meeting, to work out the details of the contract, between the Attorney and the Chamber, to take care of the DMO for the County. Funding to do this is primarily from the Rural Grant and other sources.**

We are not completely ready to do this. We did send out an agreement with the chamber but want to discuss to see what needs to be done. The question was raised is there DMO support? Not sure if it is necessary. Garrett reviewed Dec 21st meeting to make sure he was putting in accurate things. Postpone for 2 weeks for the next meeting on Feb 1, 2022. More research to be done.

*Motion to postpone item # 6 by Commissioner McConnell
Second by Commissioner Wilson
The vote was unanimous. The motion passed.*

- 7. Blaine Fackrell/Matt Wilson – Discussion/Decision of HBME to audit the County for 2021**

The goal is to have the County 2021 audit done by June 1, 2022. Using HBME is no different than what has been done in the past. We have used them 3-4 years.

*Commissioner McConnell made a motion to approve HBME to audit the county for 2021 Audit; with letter of engagement approval.
Second by Commissioner Anderson.
The vote was unanimous. The motion passed.*

F) Public Hearing

Discussion/Public Hearing/ Decision – Proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.
Lance discussed with the Commission why there is a need to make change.

- Commissioner Anderson moved to adjourn public meeting and convene a public hearing.
Second by Commissioner Fackrell
The vote was unanimous. The motion passed.
- Public Comments (please limit comments to 3 minutes)
 - No public comments

*Commissioner Fackrell moved to adjourn public hearing and reconvene a public meeting.
Second by Commissioner Anderson
The vote was unanimous. The motion passed.*

Action on – proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.

*Commissioner Wilson moved to approve proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.
Second by Commissioner Anderson
The vote was unanimous. The Motion passed*



G) Commissioner Comments

- a. Commissioner McConnell said we need to make sure to post agenda in two places.
- b. Make sure to get packet information in by Thursday.

H) Adjourn –

*Commissioner McConnell moved to Adjourn meeting.
Second by Commissioner Fackrell
The vote was unanimous. The Motion passed.*

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Morgan County Clerk/Auditor's Office at 801-845-4010 at least 24 prior to this meeting. This meeting is streamed live.

APPROVED  Date 3/1/22
Chairman
ATTEST  Date 2/28/22
Executive Assistant

Morgan County Council Meeting
January 18, 2022
5:00 P.M.
Morgan County Council Meeting Room
Morgan County Courthouse
48 West Young Street
Morgan, UT 84050

PLEASE SIGN IN

- | | |
|--------------------|-----|
| 1. Tina Kelley | 22. |
| 2. Debbie Sessions | 23. |
| 3. George Sousa | 24. |
| 4. Michelle Lyman | 25. |
| 5. Joe Garfield | 26. |
| 6. | 27. |
| 7. | 28. |
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| 18. | 39. |
| 19. | 40. |
| 20. | 41. |
| 21. | 42. |



AGREEMENT

COPY

This Agreement is entered into this ____ day of April, 2005 between Michael Babcock, (hereafter "Babcock") and Morgan County, a Political Subdivision of the State of Utah.

WHEREAS, Sometime during 1997, Babcock privately contracted for and acquired an aerial survey ("Survey") of real property that he had recently purchased near or adjacent to the Morgan County Airport. The Survey included a portion of the Morgan County Airport and was used by Mr. Babcock to construct the Willow Creek roadway adjacent to the Airport as well as Mr. Babcock's Fox Hollow subdivision development; and

WHEREAS, On 5 April 2005 during a regularly scheduled and duly noticed Council meeting, Morgan County approved generally Phase I Expansion Concept Plan A of the 1998 Morgan County Airport Master Plan, a copy of which is attached hereto, to further develop the Morgan County Airport. The County Council further approved the construction of a landscaped buffer along a portion of the Eastern perimeter of the Airport; and

WHEREAS, Morgan County has approved several subdivisions developed by Babcock on property fronting on the Eastern side of Willow Creek roadway which runs immediately adjacent to the Airport and;

WHEREAS Babcock desires that the County cause the Eastern perimeter of the Airport from the property owned by Custom Pipes Inc., to the Fox Hollow Road to develop in a manner that will mitigate any negative aesthetic impact of the Airport to adjacent residential landowners;

NOW, THEREFORE, for good and valuable consideration noted herein and in full and complete satisfaction and settlement of any and all claims that may exist, the parties agree as follows:

1. Babcock agrees to give to the County the Survey identified above.
2. County agrees to cause the construction of a thirty foot (30') landscape buffer along a portion of the Eastern perimeter of the Airport between the property owned by Custom Pipes Inc. and where Fox Hollow Road merges into Willow Creek road to assist in mitigating any negative aesthetic impact of the Airport to adjacent residential landowners. The County shall cause the buffer to be constructed within a reasonable period of time, but not later than when Airport development encroaches within 200 feet of Willow Creek Road.

DATED this _____ day of April, 2005.

MORGAN COUNTY

MICHAEL BABCOCK

By: _____

By: _____

April 5

fiscal analysis done. Member Smith asked who is developing this airport? The county or the pilots association? Will this be done like every other development in the county? Should they be going to the planning commission? Member Smith states that this needs to be done just like any other development.

A fiscal analysis should be done. Mrs. Thompson asked where the plans sit now. What needs to be done, should they be thrown out completely? We have had a gentleman take all of his business to Ogden Airport because Morgan is so slow. They have been trying to do this since 2002. There is no project manager to development this project.

Member Gardiner is asking for step one, which plan do we use. A or B? We need a project manager. Without a county engineer this has handicapped us. Dan Wilkinson has offered to have this engineered in-house. His father has done this for years. They do this for a living. They will put it in under the guidelines of the county. We can make this go or just throw it away. If a letter is not sent into the FAA tonight the Wilkinson's will withdraw their interests.

Dan is offering the experience to the county. If this were thrown out, the County would be throwing away about \$250,000.00 of improvements to the airport. The letter is a notification to the FAA. This letter would take approximately two weeks for approval or acknowledgement. The FAA does have to look at the concept before they give approval. This would only be for FAA approval.

Stan McGrew was the chairman of the committee appointed by the council. There has been a master plan developed. This was presented to the council on October 14, 1997 and was accepted as the master plan. In this acceptance it was not decided which plan we are intending to use. We are looking for the approval of which plan tonight. The FAA will not approve or disapprove the plans. Tonight we are talking about preparing the site. The amount of the hangars and placement can be worked through at a later time. Member Smith is asking that once we send the letter and choose a plan, does this project have to follow the same process that any other development go through? Why should this be different than any other project in the County? Are the Wilkinson's offering an experienced engineer or a licensed engineer? We have not been told this clearly. We have a problem that refers us back to 118a that has been repealed. The Wilkinson's do not have a stamp for a license stamp. There is Mr. Holyoak that would come in and do some rough engineering. Wilkinson's basically know all that will be needed to do this correctly.

"Plan A" was the initial recommendation from the committee. The grading will be a mirror image no matter which plan is used.

"Plan A" between the hangars and Willow Creek future airport expansion and commercial development.

Dan Wilkinson/Dave Gardiner will talk with Bill Holyoak to look at the plans and possible give us a stamp of approval.

Member Sanders made the motion to approve expansion concept plan "A" with the noted need of a landscape buffer between any future development and Willow Creek Road. Seconded by Member Hancock. The vote was unanimous. The motion passed.

Bruce Sanders – Discussion/Decision on approval to hire a person to spray noxious weeds for summer 2005 and appointment of weed supervisor

Utah State University is asking that we not appoint Darrell Eddington for this purpose. We need to hire someone part-time to spray the weeds. This person needs to

April 19

County and their codes. Seconded by Member Sanders. The vote was unanimous. The motion passed.

Kelly Wright – Discussion/Decision on Agreement to acquire an Aerial Survey

Mike Babcock is unable to attend this meeting but will sign this agreement if it is approved as written. This agreement adds a little more detail. Kelly Wright suggests that the council approve and sign this agreement.

Member Smith moved to approve the Agreement to acquire an Aerial survey with the noted changes to add buildings. Seconded by Member Stephens. The vote was unanimous. The motion passed.

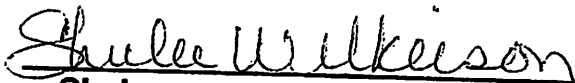
MOTION BY – Member Hancock to Adjourn

MINUTES APPROVED:


Chairman

Date

ATTEST:


Clerk

Date







County Council Agenda Request Form

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

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

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

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

Council Meeting Date: Tues Jan 18, 2022 Time Requested: 15 min

Name: Brenda Nelson Phone: _____

Address: _____

Email: _____ Fax: _____

Associated County Department: Recorder

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

2022 budget - Part Time Employee in the Recorder's Office was miscatorgorized.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



MORGAN COUNTY COMMISSIONERS:

I am requesting that part time employee wages and benefits to be adjusted due to being miscategorized. Requesting part time employee be moved to the correct grade and step for the number of years of service that she has worked and wages to be in alignment with what a new hire wages can be paid up to.

2022 Budget for the recorder's office - HR did not have the information for total amount years of service for part time employee worked in the recorder's office; Pay Grade was shown as Grade 11 but should be Grade 12.

Requesting Wages adjusted \$3,016.00

Benefits adjusted \$231.00

Total Amount Adjusted for Part Time = \$3,247.00

Sincerely,

Brenda D. Nelson – Morgan County Recorder.

Account Number	Account Title	2021-21 Cur Year Budget	01/22 Cur YTD Actual	2022-22 Approved Budget
General Fund				
Recorder				
10-4144-110-000	Permanent Employees	189,750.00	134,798.99	235,852.00
10-4144-130-000	Employee Benefits	90,501.00	54,548.99	102,313.00
10-4144-210-000	Books, Subscriptions & Members	435.00	119.00	435.00
10-4144-230-000	Travel & Training	3,500.00	2,340.00	3,500.00
10-4144-240-000	Office Supplies & Expenses	2,000.00	1,845.49	2,000.00
10-4144-250-000	Equipment Supplies & Maint	5,540.00	3,057.94	5,808.00
10-4144-480-000	Special Dept Supplies	5,800.00	.00	5,800.00
Total Recorder:		297,526.00	198,510.41	355,308.00



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@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

Council Meeting Date: January 18, 2022

Time Requested: 15 minutes

Name: Lance Evans

Phone: 801-845-4059

Address: 48 W Young Street

Email: levans@morgancountyutah.gov

Associated County Department: PDS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

CONTINUATION from December 21, 2021- Discussion/Public Hearing/Decision: Proposed amendment to Morgan County Code Section: 8-12-37 Security for Required Improvements as required by updates to the Utah State Code.

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 & DEVELOPMENT

COUNTY COMMISSION
Code Amendment – Security
for Plat Recordation

January 18, 2022

Public Hearing

Morgan County Security for Plat Recordation Code Amendment

File #21.062

Postponed from the December 21, 2021, Commission Meeting

SUMMARY

This is a proposed amendment to Morgan County Code Section 8-12-37: Security for Required Improvements. Most significantly, the amendment adds two forms of financial completion assurance for subdivision improvements. In addition to escrow funds held by the county, the proposed amendment adds the option of a letter of credit and an interlocal agreement with a Special Improvement District with specific criteria to ensure that County obligations for health, safety and welfare are met.

Each of these completion assurance types should ensure that any recorded subdivision has sufficient and accessible funds to complete the required subdivision improvements should the developer not be able to complete the project.

Also, the amendment proposes a change to the County Code Section from Security for Required Improvements to Completion Assurance for Required Improvements for consistency with Utah State Code.

It also proposes correcting the references to the form of government from Council to Commission.

PLANNING COMMISSION

The Planning Commission met on December 2nd and voted unanimously to recommend approval to the County Commission with two grammatical corrections.

Planning Commission Minutes December 2, 2021

Discussion/Public Hearing/Decision: Security for Improvements Code Amendment – A proposed amendment to the Morgan County Code 8-12-37 Security for Required Improvements – to modify the required forms of security for subdivision improvements.

Evans presented the draft ordinance for the amendment to the Security for Improvements Code. The current process is that once the plat is approved you can do the improvements before recording or you can escrow for the improvements. The County Treasurer did some research with other counties and recommends we add a letter of credit as an option to the code to meet state law requirements. Rather than bonding with the county and the county would have access to the letter of credit. The county would still be protected. Evans stated he changed all the words council to commission in this section. Member Stephens asked if this is what the state requires. Evans stated the state requires that we have two options but currently we only have one. Member Sessions asked for clarification

on E? Is the escrow it is talking about re-vegetation. Evans stated yes. Member Mayerle gave two corrections to the verbiage.

Member Sessions moved to go into public hearing. Second by Member Mayerle. The vote was unanimous. Motion carried.

No public comment.

Member Sessions moved to go out of public hearing. Second by Member Mayerle. The vote was unanimous. Motion carried.

Member Mayerle moved to recommend approval to the County Commission to approve the revision of Morgan County Code Section 8-12-37 to amend the completion assurance options required subdivision improvements based on the text listed in the staff report dated December 2, 2021, with the following corrections:

1. The two grammatical corrections that were previously discussed.
Second by Member Little. The vote was unanimous. Motion carried.

BACKGROUND

In May of 2020, Utah State Code regarding improvement completion assurance was amended to require counties to have at least two forms of financial security for the recordation of subdivision plats. Currently, Morgan County Code only allows for improvement guarantee funds deposited directly with the Morgan County Treasurer.

Traditional forms of completion assurance include cash escrow, a letter of credit from a financial institution, or bonding. After the 2008 economic recession Morgan changed the code to allow only a cash escrow. The County Treasurer recommends allowing a letter of credit in addition to the cash escrow similar to Weber County.

Completion assurance would only be required if the subdivision developer wanted to be recorded the plat prior to all the improvements for the subdivision being completed. In order to record the subdivision, the developer options would be:

1. Complete all the improvements then record the subdivision.
2. Post a cash escrow for 110% of the incomplete improvements with the County Treasurer.
3. Post a Letter of Credit for 110% of the incomplete improvements with the County Treasurer.
4. Complete an interlocal agreement between Morgan County and a special improvement district where the completion assurance is directly available to Morgan County in addition to the improvement district.

Staff is proposing to amend Morgan County Code 8-12-37C: Security for Required Improvements as noted below.

8-12-37: COMPLETION ASSURANCE FOR REQUIRED IMPROVEMENTS:

A. The subdivider shall complete all required landscaping or infrastructure improvement prior to any plat recordation or development activity.

1. This subsection A does not apply if upon the applicant's request, the County has authorized the applicant to post an improvement completion assurance in a manner that is consistent with this section.

B. Prior to signing of a final plat by the County Engineer, County Attorney, County Clerk, and County Commission Chairperson, the subdivider shall enter into an improvement completion assurance acceptable to the County ~~as completion assurance~~ to ensure completion of all improvements required to be installed in the subdivision. The completion agreement shall be in a form approved by the County Attorney, shall be signed on behalf of the County by the County Commission Chairperson, and may contain specific provisions approved by the County Attorney. The agreement shall include, but not be limited to:

1. The subdivider's agreement to complete all improvements within a period not to exceed twenty-four (24) months from the date the subdivision was approved by the County the agreement is executed;
2. The improvements shall be completed to the satisfaction of the County and in accordance with the County's design and construction standards as established by the County Engineer and adopted by the County Commission;
3. A provision that the improvement completion assurance shall be equal to one hundred ten percent (110%) of the County Engineer's estimated cost of the improvements to be installed;
4. That the County shall have direct access to the improvement completion assurance when necessary to remedy a deficiency in required subdivision improvements or a violation of the improvements agreement;
5. That improvement completion assurance may only be reduced upon the written request of the subdivider as system improvements are completed. The amount of the reduction shall be determined by the County Engineer. Reductions shall be made only as they apply to the completion, satisfactory to the County Engineer, of entire systems. The improvements for subdivisions are typically grouped into six (6) seven (7) system categories: culinary water, storm drainage, sanitary sewer, roadways, parks/trails and landscaping, erosion control, and miscellaneous/finish items. Additional categories may be added if approved requested by the County Engineer. Such written reduction requests may be made only once every thirty (30) days and no reduction shall be authorized until such time as the County Engineer has inspected the improvements and found them to be in compliance with the County's standards and specifications. All reductions shall be by written authorization of the County Engineer. No improvement completion assurance shall be reduced below ten percent (10%) of the County Engineer's estimated cost of the improvement to be installed until final acceptance by the County Engineer following an improvement completion assurance warranty period. No reduction in the improvement completion assurance shall be allowed for materials which are delivered to the subdivision site but not installed in accordance with approved construction drawings;

6. That if the improvement completion assurance is inadequate to pay the cost of the completion of the improvements according to the County's standards or specifications for whatever reason, including previous reductions, the subdivider shall be responsible for the deficiency and no further building permits shall be issued in the subdivision until the improvements are completed or, with County Commission approval, a new, satisfactory deposit and improvements guarantee has been executed and delivered to the County;
7. That the County's cost of administration and engineering costs incurred in obtaining the deposited funds, including attorney fees and court costs, shall be deducted from any deposited funds;
8. That the subdivider shall guarantee and maintain all improvements installed against any damage arising from any defect in construction, materials, or workmanship during the warranty period and shall promptly repair the same upon notice from the county; and
9. That the subdivider shall agree to hold the County harmless from any and all liability which may arise as a result of defects in materials and workmanship of the improvements which are installed until such time as the county certifies the improvements are complete and accepts the improvements at the end of the warranty period.

C. Morgan County may accept four forms of financial completion assurance.

1. Funds deposited directly with the Morgan County Treasurer.
2. *Letter of credit*. An applicant may only use a letter of credit if the following conditions are met:
 - a. ~~The applicant has no previous development history or if they have developed property, the applicant's subsidiaries and the applicant's members or shareholders had a history of positive performance, with no incidents of negative performance, in its development related contractual obligations in the State of Utah, and has a history of positive performance, with no incidents of negative performance, in completing developments in the State of Utah. The Planning Director or County Engineer may require the applicant to provide a performance history from other jurisdictions;~~
 - i. ~~Examples of negative performance may include: declaration of bankruptcy on a previous development, not completing improvements in a previous subdivision, missing a deadline for completion of improvements.~~
 - b.a. The applicant's financial institution has ~~a history of positive performance in fulfilling its financial obligations, as determined by the County Treasurer and based on typical conventions of the financial industry been approved by the Morgan County Treasurer and the Morgan County Attorney;~~
 - c.b. The applicant's financial institution provides the letter of credit on a standard letter of credit form supplied by Morgan County or in a form that provides equal or greater financial protection to the county, as

determined by the County Attorney;

d.c. The County Attorney, County Treasurer, and County Engineer approve the letter of credit, which they shall do if all of the conditions above are met unless they have reasonable, objective indications of a substantial risk that either the applicant or the applicant's financial institution will not fulfill its obligations related to the completion of improvements or the financial guarantee; and

e.d. A cash escrow is deposited with the County Treasurer at the time the letter of credit is executed equal to the full cost to revegetate any removed vegetation in the event the applicant, his successors or heirs, or his financial institution fails to perform.

3. An escrow agreement and an escrow account deposited with a County approved third party, federally insured financial institution. An applicant may only use an escrow account if the following conditions are met:
 - a. The applicant has no previous development history or if they have developed property, the applicant's subsidiaries and the applicant's members or shareholders had a history of positive performance, with no incidents of negative performance, in its development related contractual obligations in the State of Utah, and has a history of positive performance, with no incidents of negative performance, in completing developments in the State of Utah. The Planning Director or County Engineer may require the applicant to provide a performance history from other jurisdictions;
 - i. Examples of negative performance may include: declaration of bankruptcy on a previous development, not completing improvements in a previous subdivision, missing a deadline for completion of improvements.
 - b. The applicant's financial institution has been approved by the Morgan County Treasurer and the Morgan County Attorney;
 - c. The applicant's financial institution provides the escrow agreement and account on a standard form supplied by Morgan County or in a form that provides equal or greater financial protection to the county, as determined by the County Attorney;
 - d. The County Attorney, County Treasurer, and County Engineer approve the escrow account, which they shall do if all of the conditions above are met unless they have reasonable, objective indications of a substantial risk that either the applicant or the applicant's financial institution will not fulfill its obligations related to the completion of improvements or the financial guarantee; and
 - e. A cash escrow is deposited with the County Treasurer at the time the escrow account is executed equal to the full cost to revegetate any removed vegetation in the event the applicant, his successors or heirs, or his financial institution fails to perform.

~~4.—An interlocal agreement with a Local or Special Improvement District may be used if the completion assurance is stated to be directly payable to Morgan County as a co-obligee or joint beneficiary with the Local or Special~~

~~Improvement District if the County determines that the agreement provides greater security and oversight than the standard escrow or letter of credit, and the Special Improvement District is in an approved Resort Special District (RSD).~~

D. The improvement completion assurance and deposited funds may be extended by the County Engineer one time for six (6) months for good cause shown. Any subsequent extension shall require approval by the County Commission following timely written request by the developer. (Ord. 17-07, 2-7-2017; amd. Ord. CO-19-09, 10-15-2019)

PROPOSED CHANGES TO MORGAN COUNTY CODE

8-12-37: SECURITY COMPLETION ASSURANCE FOR REQUIRED IMPROVEMENTS:

A. The subdivider shall complete all required landscaping or infrastructure improvement prior to any plat recordation or development activity.

1. This subsection A does not apply if upon the applicant's request, the County has authorized the applicant to post an improvement completion assurance in a manner that is consistent with this section.

B. Prior to signing of a final plat by the County Engineer, County Attorney, County Clerk, and County Council Commission Chairperson, the subdivider shall enter into an improvements guarantee acceptable to the County as security Completion Assurance to ensure completion of all improvements required to be installed in the subdivision. The improvements guarantee shall be in a form approved by the County Attorney, shall be signed on behalf of the County by the County Council Commission Chairperson, and may contain specific provisions approved by the County Attorney. The agreement shall include, but not be limited to:

1. The subdivider's agreement to complete all improvements within a period not to exceed twenty-four (24) months from the date the agreement is executed;

2. The improvements shall be completed to the satisfaction of the County and in accordance with the County's design and construction standards as established by the County Engineer and adopted by the County Council Commission;

3. A provision that the improvements guarantee amount of deposit shall be equal to one hundred ten percent (110%) of the County Engineer's estimated cost of the improvements to be installed;

4. That the County shall have immediatedirect access to the completion assurance deposited funds when necessary to remedy a deficiency in required subdivision improvements or a violation of the improvements agreement;

5. That deposited funds may only be reduced upon the written request of the subdivider as system improvements are completed. The amount of the reduction shall be determined by the County Engineer. Reductions shall be made only as they apply to the completion, satisfactory to the County Engineer, of entire systems. The improvements for subdivisions are typically grouped into eight (8) six (6) system categories: culinary water, storm drainage, roadways, parks/trails systems; sanitary sewer, and landscaping, erosion control, and miscellaneous/finish items. Additional categories may be added if approved by the County Engineer. Such written reduction requests may be made only once every thirty (30) days and no reduction shall be authorized until such time as the County Engineer has inspected the improvements and found them to be in compliance with the County's standards and specifications. All reductions shall be by written authorization of the County Engineer. No deposited funds shall be reduced below ten percent (10%) of the County Engineer's estimated cost of the improvement to be installed until final acceptance by the County Engineer following an improvement assurance warranty period. No reduction in deposited funds shall be allowed for materials which are delivered to the subdivision site but not installed in accordance with approved construction drawings;

6. That if the deposited funds are inadequate to pay the cost of the completion of the improvements according to the County's standards or specifications for whatever reason, including previous reductions, the subdivider shall be responsible for the deficiency and no

further building permits shall be issued in the subdivision until the improvements are completed or, with county ~~council~~Commission approval, a new, satisfactory deposit and improvements guarantee has been executed and delivered to the County;

7. That the County's cost of administration and engineering costs incurred in obtaining the deposited funds, including attorney fees and court costs, shall be deducted from any deposited funds;

8. That the subdivider shall guarantee and maintain all improvements installed against any damage arising from any defect in construction, materials, or workmanship during the warranty period and shall promptly repair the same upon notice from the county; and

9. That the subdivider shall agree to hold the County harmless from any and all liability which may arise as a result of defects in materials and workmanship of the improvements which are installed until such time as the county certifies the improvements are complete and accepts the improvements at the end of the warranty period.

C. Morgan County may accept three forms of financial completion assurance.

1. The only allowed financial security for the improvements guarantee shall be funds deposited directly with the Morgan County Treasurer.

2. Third Party Letter of credit. An applicant may only use a letter of credit if the following conditions are met:

a. The applicant has no previous development history or if they have developed property, the applicant's subsidiaries and the applicant's members or shareholders had a history of positive performance, with no incidences of negative performance, in its development related contractual obligations in the State of Utah, and has a history of positive performance, with no incidences of negative performance, in completing developments in the State of Utah. The Planning Director or County Engineer may require the applicant to provide a performance history from other jurisdictions;

i. Examples of negative performance may include: declaration of bankruptcy on a previous development, not completing improvements in a previous subdivision, missing a deadline for completion of improvements.

b. The applicant's financial institution has a history of positive performance in fulfilling its financial obligations, as determined by the county treasurer and based on typical conventions of the financial industry;

c. The applicant's financial institution provides the letter of credit on a standard letter of credit form supplied by Morgan County or in a form that provides equal or greater financial protection to the county, as determined by the County Attorney;

d. The County Attorney, County Treasurer, and County Engineer approve the letter of credit, which they shall do if all of the conditions above are met unless they have reasonable, objective indications of a substantial risk that either the applicant or the applicant's financial institution will not fulfill its obligations related to the completion of improvements or the financial guarantee.

a. 3. A cash escrow is deposited with the county treasurer at the time the letter of credit is executed equal to the full cost to revegetate any removed vegetation in the event the applicant, his successors or heirs, or his financial institution fails to perform.

4. An interlocal agreement with a Special Improvement District may be used if the completion assurance is stated to be directly payable to Morgan County as a co-obligee with the Special

Improvement District and the Special Improvement District is in an approved Resort Special District (RSD).

D. The improvements guarantee and deposited funds may be extended by the County Engineer one time for six (6) months for good cause shown. Any subsequent extension shall require approval by the County ~~Council~~Commission following timely written request by the developer. (Ord. 17-07, 2-7-2017; amd. Ord. CO-19-09, 10-15-2019)

SAMPLE MOTIONS

Sample Motion for *approval* – “I move that we approve the revision of Morgan County Code Section 8-12-37 to amend the completion assurance options required subdivision improvements based on the text listed in the staff report dated January 18, 2022, and the following findings:

1. That the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.
2. That the proposed amendment will ensure that improvements are completed to protect the harmony and the overall character of the community.
3. That the proposed amendment will allow for measures to not adversely affect adjacent property.

Sample Motion for *approval with additional changes* – “I move that we approve the revision of Morgan County Code Section 8-12-37 to amend the completion assurance options required subdivision improvements based on the text listed in the staff report dated January 18, 2022, with the following corrections:”

1. List any corrections...

Sample Motion for *denial* – “I move that the Planning Commission recommend denial to the County Commission for the revision of Morgan County Code Section 8-12-37 to amend the completion assurance options required subdivision improvements *due to the following findings:*”

Exhibits

1. Utah State Code 17-27a-604.5 Subdivision plat recording

EXHIBIT 1

Effective 5/12/2020

17-27a-604.5 Subdivision plat recording or development activity before required infrastructure is completed -- Improvement completion assurance -- Improvement warranty.

- (1) A land use authority shall establish objective inspection standards for acceptance of a required landscaping or infrastructure improvement.
- (2)
 - (a) Before an applicant conducts any development activity or records a plat, the applicant shall:
 - (i) complete any required landscaping or infrastructure improvements; or
 - (ii) post an improvement completion assurance for any required landscaping or infrastructure improvements.
 - (b) If an applicant elects to post an improvement completion assurance, the applicant shall provide completion assurance for:
 - (i) completion of 100% of the required landscaping or infrastructure improvements; or
 - (ii) if the county has inspected and accepted a portion of the landscaping or infrastructure improvements, 100% of the incomplete or unaccepted landscaping or infrastructure improvements.
 - (c) A county shall:**
 - (i) establish a minimum of two acceptable forms of completion assurance;**
 - (ii) if an applicant elects to post an improvement completion assurance, allow the applicant to post an assurance that meets the conditions of this title, and any local ordinances;
 - (iii) establish a system for the partial release of an improvement completion assurance as portions of required landscaping or infrastructure improvements are completed and accepted in accordance with local ordinance; and
 - (iv) issue or deny a building permit in accordance with Section 17-27a-802 based on the installation of landscaping or infrastructure improvements.
 - (d) A county may not require an applicant to post an improvement completion assurance for:
 - (i) landscaping or an infrastructure improvement that the county has previously inspected and accepted;
 - (ii) infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements adopted in a land use regulation; or
 - (iii) in a county where ordinances require all infrastructure improvements within the area to be private, infrastructure improvements within a development that the county requires to be private.
- (3) At any time before a county accepts a landscaping or infrastructure improvement, and for the duration of each improvement warranty period, the land use authority may require the applicant to:
 - (a) execute an improvement warranty for the improvement warranty period; and
 - (b) post a cash deposit, surety bond, letter of credit, or other similar security, as required by the county, in the amount of up to 10% of the lesser of the:
 - (i) county engineer's original estimated cost of completion; or
 - (ii) applicant's reasonable proven cost of completion.
- (4) When a county accepts an improvement completion assurance for landscaping or infrastructure improvements for a development in accordance with Subsection (2)(c)(ii), the county may not deny an applicant a building permit if the development meets the requirements for the issuance of a building permit under the building code and fire code.

(5) The provisions of this section do not supersede the terms of a valid development agreement, an adopted phasing plan, or the state construction code.

Amended by Chapter 354, 2020 General Session



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: Jan 18, 2022 Time Requested: 20-30 minutes

Name: George Sousa Phone: 801-791-2499

Address: 6827 Frontier Dr, Mtn Green, UT 84050

Email: gasousa@peoplepc.com Fax: _____

Associated County Department: Airport

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

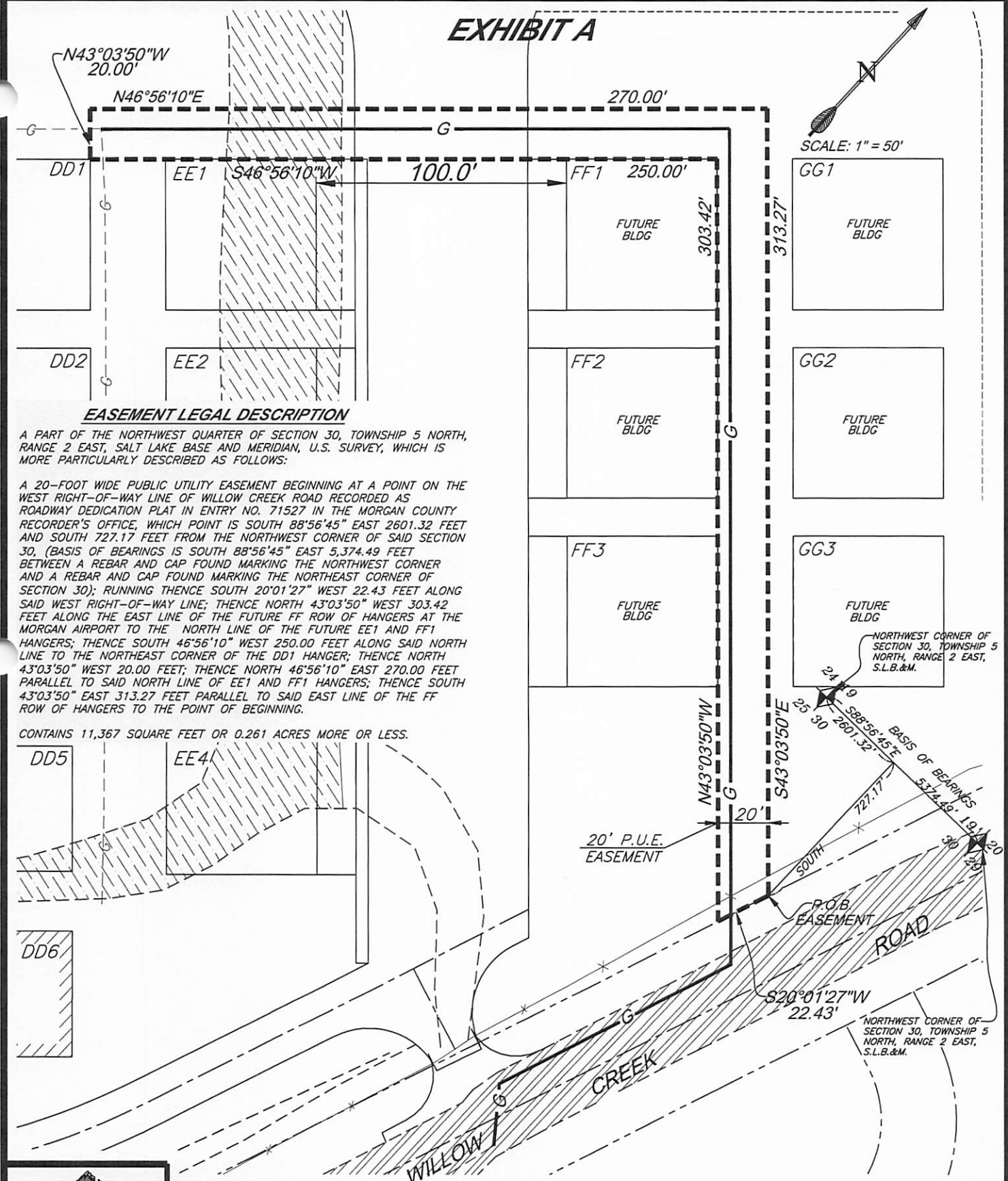
Review status of airport infrastructure project and items requiring completion. Request signatures and payments for approved items.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

EXHIBIT A



EASEMENT LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 20-FOOT WIDE PUBLIC UTILITY EASEMENT BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLOW CREEK ROAD RECORDED AS ROADWAY DEDICATION PLAT IN ENTRY NO. 71527 IN THE MORGAN COUNTY RECORDER'S OFFICE, WHICH POINT IS SOUTH 88°56'45" EAST 2601.32 FEET AND SOUTH 727.17 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 30, (BASIS OF BEARINGS IS SOUTH 88°56'45" EAST 5,374.49 FEET BETWEEN A REBAR AND CAP FOUND MARKING THE NORTHWEST CORNER AND A REBAR AND CAP FOUND MARKING THE NORTHEAST CORNER OF SECTION 30); RUNNING THENCE SOUTH 20°01'27" WEST 22.43 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 43°03'50" WEST 303.42 FEET ALONG THE EAST LINE OF THE FUTURE FF ROW OF HANGERS AT THE MORGAN AIRPORT TO THE NORTH LINE OF THE FUTURE EE1 AND FF1 HANGERS; THENCE SOUTH 46°56'10" WEST 250.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE DD1 HANGER; THENCE NORTH 43°03'50" WEST 20.00 FEET; THENCE NORTH 46°56'10" EAST 270.00 FEET PARALLEL TO SAID NORTH LINE OF EE1 AND FF1 HANGERS; THENCE SOUTH 43°03'50" EAST 313.27 FEET PARALLEL TO SAID EAST LINE OF THE FF ROW OF HANGERS TO THE POINT OF BEGINNING.

CONTAINS 11,367 SQUARE FEET OR 0.261 ACRES MORE OR LESS.

SCALE: 1" = 50'



MORGAN AIRPORT

A PART OF SEC 30, T5N. R2E. S.L.B. & M.
GAS PUBLIC UTILITY EASEMENT

SHEET:
1
 OF 1 SHEETS

Airport Infrastructure Update for CC Meeting 18 Jan 2022

intro

Unsure of progress with amounts due from WC and suggested path forward for Project Mgmt

One idea is that Wardell might do it, with WC conducting inspections ??

Unsure of MGSID application and bond waiver timeline; even after speaking with board chairman today

Missed the Jan 5th (sewer) board meeting to consider, planning on 2 Feb now, unless . . .

New news - Will Serve Letter required first; need payment, final plat w/ stamp; have application

Someone needs to authorize sending stamped plans to Sunrise Engineering for review

MGSID wants letter drafted by Attorney that county accepts financial responsibility

Unsure of total amount deposited into county accounts – should be 364K; have receipts for all

Spoken with Wardell; delays into early Feb are OK

Packets (if available) should have latest WC plat (w/o stamp), PUE, DE & RMP contracts, Wardell contract

WC plat appears to have all we requested, except additional base course

Unsure of what should happen next with WC plat and change order

CO lacks front description of Item 21 for 3 additional Curb Stop Valves w/ B&L

PUE needs approval and then recording

RMP & DE contracts ready for approval, signature and payment

Updated DE contract received this morning and not in packet; price increased \$2238.90

“Suggested” Wardell Contract updated from WC Bid Book with Bid Tabulation costs for Wardell

Probably should come from WC if they’re the PM

Need written agreement for DD5/6; details sent to County Attorney

AAB voted and recommends county allow wider hangars at EE4 (70x60) and FF3 (80x60)

RMP restriction - EE4 foundation must be 5’ absolute min from power line

Joe – update on USFS sub-leasing building from Brant’s FBO; can’t do it from a non-owned bldg.

No signed lease yet for Brant, USFS ends Feb 28th, but USFS can do month-month from county

Hopefully, Brant could do the fuel portion of FBO external to bldg.

9Line plan developing fast; should present in 2 weeks, includes a USFS bldg & helipads

AAB meets Thurs to review 9Line plan, consider providing written letter of recommendation

Next agenda item will review the leases for signatures

Airport Infrastructure Improvements

Produced Dec 21 w/ Approved Fees

Aug 26th Full Bid Options w/ Expected Changes

	<u>Wardell Bros. Bid</u>		
Added Infrastructure	Water/Sewer/Gas/Electric		
New Hangars	7 DD/EE + 6 FF/GG		
WC Estimate / Bid Result	\$	358,118.25	WC added \$19.2K on 12/20; \$3.4K on 12/28 for missing GG costs
WC Fee to continue	\$	3,000.00	
WC Project Management Fee	\$	-	Continuing PM fee stated as both \$16K and 5%; unsure which
CMWC Hookup Fee	\$	3,000.00	
MGSID Inspection Fee	\$	2,376.00	Re-computed from application
DE Gas Line Installation	\$	16,787.90	Increased \$2238.90 on Jan 18th
RMP Electrical Charges	\$	24,725.00	No increase
Total Costs	\$	408,007.15	

Due from Lessees:

7 DD/EE shared cost	\$ 25,000.00	\$	175,000.00	Includes 2-year lease fee & power box removal (\$1795/7)
2 DD5/6 shared cost	\$ 11,399.04	\$	22,798.09	Excludes grading items (C7/15) & power box removal (\$1795/7)
2 DD5/6 previously paid	\$ 4,581.00	\$	9,162.00	Previously paid \$3501 plus \$1080
6 FF/GG shared cost	\$ 31,500.00	\$	189,000.00	Includes 2-year lease fee & RMP/DE fees

Total Due with Leases \$ 395,960.09 DD5/6 - \$9162 previously paid and \$22798.09 over time

Surplus \$ (12,047.06)

Previous \$1795 RMP fee split amongst 7 new DD/EE pads (not DD5/6).

New RMP/DE fees (\$39,717.9) split amongst 6 FF/GG pads.

2 DD5/6 have paid \$1080 lease fees and \$3501 and do not pay any grading charges.

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **MORGAN COUNTY AIRPORT** (hereinafter called OWNER) and **WARDELL BROTHERS CONSTRUCTION**, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of furnishing and installing utilities for the next phase of Morgan County Airport. The specific work items include furnishing and installing approximately 1213 Lineal Feet of Sewer Pipe, 170 lineal feet of storm drain pipe, 833 lineal feet of waterline, and 1815 tons of untreated base course. The work includes constructing manholes, valve boxes, catch basins, and completion of associated work, as indicated in the Contract Documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Morgan Airport – Morgan Airport Utility Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by **June 1, 2022**.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Mobilization:	1	L.S.	\$10870	\$10870
2.	Site Grading:	1	L.S.	\$20700	\$20700
3.	Drainage Swale:	845	L.F.	\$4	\$3380
4.	SWPPP and Erosion Control:	1	L.S.	\$6500	\$6500
5.	8" Sewer Pipe PVC, (SDR-35):	1,214	L.F.	\$49.50	\$60093
6.	4" Sewer Service:	12	Each	\$1425	\$17100
7.	4'Ø Sewer Manhole:	3	Each	\$3475	\$10425
8.	5'Ø Sewer Manhole:	1	Each	\$3975	\$3975
9.	Connect to Existing 5' Diameter Sewer Manhole	1	Each	\$2500	\$2500
10.	15" R.C.P. Class III Storm Drain Pipe:	170	L.F.	\$63	\$10710
11.	2'X2' Catch Basin:	2	Each	\$1650	\$3300
12.	8" PVC C-900 DR14 Waterline:	838	L.F.	\$58	\$48604
13.	8" D.I. 45 Degree Bend:	1	Each	\$1300	\$1300
14.	8" Thru 8" Branch D.I. Tee:	3	Each	\$1950	\$5850
15.	8"X6" D.I. Reducer:	1	Each	\$1080	\$1080
16.	8" Transition Coupler:	2	Each	\$725	\$1450
17.	Connections to Existing:	2	Each	\$2720	\$5440
18.	Water Service Connections and Meters:	2	Each	\$1860	\$3720
19.	1" Dia Water Line (CTS SDR9 Poly) w/ Fittings	275	L.F.	\$19	\$5225
20.	1 ½" Dia Water Line (CTS SDR9 Poly) w/ Fittings	540	L.F.	\$21	\$11340
21.	Curb Stop Valve with Box and Lid:	12	Each	\$1148	\$13776
22.	Relocate Existing Fire Hydrant:	1	Each	\$3510	\$3510
23.	Fire Hydrant:	1	Each	\$5750	\$5750
24.	4" Dia Elect Conduit (Sched 40 PVC) w/ Fittings:	526	L.F.	\$33	\$17358
25.	Untreated Base Course:	1,815	Tons	\$19.75	\$35846.25
26.	Granular Borrow	2006	C.Y.	\$28.50	\$57171
Alt 1	Credit for Contract Time Extension	1	L.S.	\$-7000	\$-7000

TOTAL OF ALL UNIT PRICES: (\$359793.25).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. Engineering General Conditions noted as EJCDC C-700 (2018 Edition);
3. Supplementary Conditions;
4. Specifications as listed in the table of contents of the Project Manual;
5. Addenda Number __;
6. Exhibits this Agreement;
 1. Notice to Proceed;
 2. CONTRACTOR=s Bid;
 3. Insurance Certificates; and
3. Documentation submitted by CONTRACTOR prior to Notice of Award;

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Written Amendments;
 - Work Change Directives;
 - Change Order(s).

The documents listed in paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 Terms: Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC C-700 (2018 Edition)).

10.02 Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be

assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on 1/18/2022, 2021 (which is the Effective Date of the Agreement).

OWNER:

MORGAN COUNTY AIRPORT

CONTRACTOR:

WARDELL BROTHERS CONSTRUCTION

By: 

By: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____



MAIN EXTENSION AGREEMENT

CENTER	JOB ID	MAIN EXT ID	CONTRACT ID
OGD	MJ0002025242	ML0001045329	ME0001055566



CUSTOMER		NATURAL GAS APPLIANCES TO BE CONNECTED	
MORGAN COUNTY AIRPORT		TYPE	QUANTITY
APPROXIMATE MAIN LOCATION			
3806 W Willow Creek Rd			
SUBDIVISION	LOT RANGE		
Morgan County Airport	30		
CITY OR COUNTY	STATE	ZIP CODE	
MORGAN	UT	84050	
MAILING ADDRESS			
48 W YOUNG ST MORGAN, UT 84050			
OWNER			
MAIN EXTENSION COSTS		JOB TYPE	
Contracted length of main installation charges		NEW MAIN INSTALL	
800		SPECIAL CONDITIONS	
\$16,787.90		MUST HAVE 20FT WIDE P.U.E. ON RECORDED PLAT BEFORE WE CAN RUN MAIN LINE. RUNNING 800FT OF 2IN PTR 3FT OFF OIL IN PUBLIC ROAD ROW, & MINIMUM 10FT OFF STRUCTURES IN AIRPORT. ALL UTILITIES MUST BE A MINIMUM OF 3FT AWAY IF RUNNING PARALLEL OR 1FT PERPENDICULAR. MAIN LINES MUST BE MINIMUM OF 10FT OFF STRUCTURES.	
TOTAL CUSTOMER COST NOW DUE		\$16,787.90	

Please submit payment to Dominion Energy, PO Box 45360, DNR 526, Salt Lake City, UT 84145
 To pay with credit card please call 1-800-378-1269 or go to internet.speedpay.com/dominionongas

TERMS AND CONDITIONS

- Scope of Work. Dominion Energy Company ("Dominion Energy") shall construct and install a natural gas main line extension as set forth above (collectively the "Facilities"). Installation of the Facilities, as specified above and as designated in the field, as well as any related work, is referred to as the "Work". This Agreement shall not be deemed to be in force until (a) Customer has signed this Agreement and (b) Dominion Energy either signs this Agreement or commences the Work.
- Cost of the Work.
 - Customer agrees to pay to Dominion Energy the full and complete cost of materials, construction, installation, permitting, procuring rights-of-way, complying with terms of requests or Customer caused delays (collectively "Construction Costs"). Dominion Energy personnel costs and overhead shall be borne solely by Dominion Energy.
 - Customer agrees to pay, prior to the date of installation, any and all Construction Costs. Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to frost and/or rock trenching ("Additional Construction Costs") within 30 days of the Dominion Energy invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Dominion Energy's determination, in its sole discretion, that the initial design must be modified, that result in increased Construction Costs shall also be included as Additional Construction Costs.
 - Interest accrues at the rate of 6.0% per annum on any amount due from such installation or invoice date until the amount due is paid in full. Customer will pay all costs and attorney's fees incurred in the collection of any amount.
- Rights-of-Way. Customer agrees to provide Company with any necessary rights-of-way required to complete the Work. Company is not obligated to perform unless rights-of-way have been granted.
- Cancellation. If the Work does not begin within six months of the effective date of this Agreement, Dominion Energy may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors. Dominion Energy may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination. If Dominion Energy encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Dominion Energy may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Dominion Energy's satisfaction and at no cost to Dominion Energy. If Dominion Energy elects to remediate the contamination, Customer shall pay all costs incurred by Dominion Energy arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure. Dominion Energy shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs or ensure the safety of its customers due to emergencies or in the event Dominion Energy is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Dominion Energy shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Dominion Energy shall not be responsible for any delay to the extent arising from or caused by (a) the performance of Customer's responsibilities under this Agreement or (b) shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions (including, but not limited to, conditions that, in Dominion Energy's sole judgment, prevent it from safely excavating or backfilling trenches) or installing facilities using its normal construction methods and equipment, government rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Dominion Energy.
- Ownership of Facilities. The Facilities that Dominion Energy constructs to render natural gas service shall at all times remain solely the property of Dominion Energy.
- Natural Gas Service. This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Dominion Energy will provide natural gas service utility in accordance with the Dominion Energy Company Utah Natural Gas Tariff, PSCU 400 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation. Dominion Energy shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Dominion Energy agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Grade and Curbing. Customer will ensure that the grade of the proposed main extension location is within six inches of finished grade, and no parallel utilities will be within three feet of this main extension. After installation, the trench will be backfilled up to the existing grade. Customer agrees to pay any costs incurred to repair, replace, raise, lower, or relocate the main extension because of grade changes subsequent to installation. At its sole discretion, Company may install the main extension based on curb-line stakes provided by the Customer.
- Indemnity. To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Dominion Energy, its parent company, affiliates at any tier, and contractor(s) at any tier and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with any Work contemplated by this Agreement; however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Dominion Energy or Dominion Energy's contractors at any tier. The release, indemnification, hold harmless and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer's employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Company may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.
- Severability. If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
- Survival of Terms. The Parties' representations, rights and obligations of indemnity, and payment created or required to be enforced shall survive termination of this Agreement.
- Applicable Law. This Agreement is governed by Utah law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern.
- Authority. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective as of the day and year set forth below.

MORGAN COUNTY AIRPORT

DOMINION ENERGY COMPANY

CUSTOMER BY: [Signature]

BY:

County Commission Chair

1/18/2023

TITLE

DATE

TITLE

DATE

(UT Mar2021)

Account #:48872846-003
Service ID #:711937358

Calvin Olson
C/C: 11461
Request #: 8015607
Contract #: _____

SUBDIVISION DISTRIBUTION SYSTEM CONTRACT
between
ROCKY MOUNTAIN POWER
and
MORGAN COUNTY AIRPORT

This Subdivision Distribution System Contract ("Contract"), dated December 27, 2021 is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Morgan County Airport** ("Customer"), for an electrical **Distribution System** for Customer's development to be known as Morgan County Airport (the "Development"); located at or near 3806 W. Willow Creek Rd. Mountain Green, Utah, for 6 lots or parcels within the Development.

Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated into this contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service, within the Development, to the lot lines of said lots or parcels.
2. **Extension Costs.** Company agrees to invest \$0.00 (the "Extension Allowance") in improvements (the "Improvements") related to the Distribution System, and Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

 X **Refund Option.** The total Customer Advance for this work is \$22,930.00, the **balance due is \$22,930.00.** This Advance has both refundable and non-refundable elements. Customer's advance includes \$0.00 for improvements that may be utilized by customers or developers outside the Development (Refundable Advance). If additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service, Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

 Contract Administration Credit Option. Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional**

applicants connect to the Improvements outside the Development. Accordingly, the balance due is \$22,680.00.

- 3. Customer Obligations.** Customer agrees to:
- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms, or provide legally dedicated Public Utility Easements that meet Company's requirements and are acceptable to Company at its sole discretion. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,
 - d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.

- 4. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads and other equipment foundations, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way.

If any change in grade, property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 4 shall survive the termination of this agreement.

- 5. Effective.** This Contract will expire unless Customer:

- a) Signs and return an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of the Contract; and
- b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date at the end for this Contract.

6. Special Provisions: None

- 7. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 8. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 9. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 10. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 11. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 12. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

MORGAN COUNTY AIRPORT

By *Michael L. Newton*
signature
Michael L. Newton Commission Chair
NAME (type or print legibly) TITLE
1/18/2022
DATE

ROCKY MOUNTAIN POWER

By _____
signature

NAME (type or print legibly) Manager
TITLE

DATE

Customer's Mailing Address for Executed Contract

Robert McConnell
ATTENTION OF
48 Young Street
ADDRESS
Morgan, Utah. 84050
CITY, STATE, ZIP

Rocky Mountain Power's Mailing Address for Executed Contract

1438 W. 2550 S.
ADDRESS
Ogden, Utah. 84401
CITY, STATE, ZIP



County Commission Agenda Request Form

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

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

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

Email: jrees@morgancountyutah.gov

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

commission Meeting Date: 2/1/22 Jan 18, 2022 Time Requested: _____
Name: Airport Advisory Board/Airport Manager Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: Morgan County Airport

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of Hangar Pad Leases for the following, all on the County's standard form of lease:

DD1 James Fawson (Drasel Investments LLC)
DD2 Joe Aimo
DD3 Chris Wheeler (LendingSourceOne.com)
EE1 David Wolff
EE2 David Hughes
EE3 John "Zeke" Durica
EE4 Clint Menke
FF1 Josh Bond
FF2 Derrick Stanbridge
FF3 Heidi and Lynn Alley
GG1 Steve Goodman (JAS Real Estate LLC)
GG2 Darek Cooper
GG3 John Milam

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

AIRPORT LEASES RECEIVED BY CLERK/AUDITORS OFFICE

AIMO N GUNS FAMILY TRUST	DD2	\$25,000
LYNN D ALLEY	FF3	\$31,500
JAS REAL ESTATE	GG1	\$31,500
JOSHUA C BOND	FF1	\$31,500
CWHEELER RD LLC	DD3	\$25,000
DD COOPER PROPERTIES	GG2	\$31,500
DRASEL INVESTMENTS	DD1	\$25,000
CLINT MENKE	EE4	\$25,000
JOHN MILAM	GG3	\$31,500
DERRICK STANBRIDGE	FF2	\$31,500
DAVID WOLFF	EE1	\$25,000

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			10/31/2021 (10/21) Balance	.00	.00	(176,000.00)
*			11/30/2021 (11/21) Period Totals ***	.00	.00	(176,000.00)
*						
12/20/2021*	CR	4009270.0002	AIRPORT INFRASTRUCTURE PAYMENT - JOSHUA C BO	.00	(31,500.00)	(207,500.00)
12/20/2021*	CR	4009270.0001	AIRPORT INFRASTRUCTURE PAYMENT - DAVID L HUG	.00	(25,000.00)	(232,500.00)
12/22/2021*	CR	4009392.0001	DEFERRED AIRPORT INFRASTRUCTURE - DAVID WOLF	.00	(25,000.00)	(257,500.00)
12/22/2021*	CR	4009392.0002	DEFERRED AIRPORT INFRASTRUCTURE - JOSEPH R AI	.00	(25,000.00)	(282,500.00)
12/27/2021*	CR	4009415.0001	DEFERRED AIRPORT INFRASTRUCTURE - STEVEN GOO	.00	(31,500.00)	(314,000.00)
12/28/2021*	CR	4009438.0001	DEFERRED AIRPORT INFRASTRUCTURE (CHRISTIAN	.00	(25,000.00)	(339,000.00)
*			12/31/2021 (12/21) Period Totals ***	.00	(163,000.00)	(339,000.00)
*						
*			12/31/2021 (13/21) Period Totals ***	.00	.00	(339,000.00)
*						
*			12/31/2021 (14/21) Period Totals ***	.00	.00	(339,000.00)
*						
*			01/01/2022 (00/22) Period Totals ***	.00	.00	.00
*						
01/07/2022*	CR	4009514.0001	DEFERRED AIRPORT REVENUE - JOHN DANICA AND EL	.00	(25,000.00)	(25,000.00)
*			01/31/2022 (01/22) Period Totals ***	.00	(25,000.00)	(25,000.00)



County Commission Agenda Request Form

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

Morgan County
Attn: Leslie Hyde
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011

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

Email: lh Hyde@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: 1/18/22 Time Requested: _____
Name: CED Board Phone: (801) 593-2290
Address: _____
Email: carol.brooks@davistech.edu Fax: _____
Associated County Department: Economic Development

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Overview of Business Grant application/process using Rural Grant funds.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

Morgan County Small Business Growth Fund Application Page 1	
Date	
Applicant Name	
Applicant Cell Phone Number	
Applicant Email Address	
Applicant Street Address	
City, State, Zip	
Business Information	
Business Name	
Business Street Address	
City, State, Zip	
County	
Type of Business	
Business Registration #	
Date Registered	
Business License #	
EIN / FEIN #	
Entity Structure	
Website	
LinkedIn Page	
Social Media	
Employees	
Full-time	
Part-time	
Contract	
Revenue	
	2019
	2020
	2021
	Projected 2022
Approximate owner investment to date	

Signature

Morgan County Grant Program (draft 1/7/2022)

The Morgan County Grant Program is designed to support local businesses create sustainable growth that could result in adding new jobs and have a positive impact on the Morgan County economy. The applicant must be the majority owner, if the local business has multiple owners.

This edition of the grant program is not for startups without a history of sales, but for existing businesses who are experiencing growth, have a solid operational foundation and businesses who are in a position to use these funds to accelerate their growth.

If businesses aren't to that point yet, then we will encourage them to work with the Morgan Business Resource Center to build that solid operational foundation and experience growth.

Amounts of grants: Up to \$10,000

Requirements:

- The Business must operate in Morgan County and invest in Morgan County. If the business can hire new employees, it is not necessary that all employees live in Morgan County.
- Must have a current Business Registration with the State of Utah.
- Must have a current Business License with the City of Morgan or Morgan County.
- Must have a Business Checking Account.
- Business taxes with the IRS and the State of Utah must be current.
- Home based businesses can apply.
- Non-profits with a current IRS designation, such as 501(c)3, can apply.
- If For-profit, the business must not be a sole proprietor or general partnership.
- Projects must be ready to start and must be completed by 6/1/2022.
- Projects must be located in Morgan County.

Pre-Application:

- Interested businesses can meet with the Small Business Development Center located at the Morgan Business Resource Center to receive help, at no-cost, to prepare for and complete the Application. The SBDC will also help businesses prepare for future participation if they aren't ready yet.
- Contact for Questions – Carol Brooks 801-593-2290

Application:

- Must be completed in its entirety.
- Must show projected impact on job creation, retention, workforce training and business growth.
- Must include last 2 years of business financial statements. For businesses open less than 2 years may be granted an exemption.
- Must include the most recent business tax return.
- Small Business Development Center will review the Application with the applicant and suggest changes.
- The applicant will meet with the Small Business Development Center for an Assessment of their needs and together develop a plan to use the funds to have the maximum economic impact. This will be added to the application.

- The Morgan County Economic Development Committee will review the grant proposals and make a recommendation on the finalists to the County Commission to approve the awards. Every effort will be given to make this process transparent. Personal and business financial information will not be made public. Decisions will be made solely based on anticipated economic impact and a belief that the business owner(s) can execute their plans.
- If a business owner is not accessible and able to communicate with the Morgan Economic Development Committee their application will be withdrawn.

Eligible Expenses (but not limited to):

- Business Expansion
- Marketing and Market Research
- Equipment
- Technical assistance / education / workforce training
- Inventory
- Additional payroll costs
- Legal services

Ineligible Expenses (but not limited to):

- Debt Retirement
- Owner's salary.

Post Award:

The Small Business Development Center will meet with the business to discuss their award and how it will be spent.

The Small Business Development Center can request Market Research to be conducted by the SBDC Researcher at no cost to the business. This can be worth up to \$2,000.

The Recipient must maintain contact with the Small Business Development Center and submit progress reports monthly. Reports will be made to the CED on a monthly schedule including economic impact. Once the project has been completed the Recipient will present to the CED and County Commission (if desired).

Content:

Interested business owners should contact Carol Brooks at 801-593-2290 or Andrew Willis at 801-643-0424.

Our local community grants are awarded through an open application process and provide funding directly from Walmart and Sam's Club facilities to local organizations in the U.S. Don't know how to determine your local facility? Don't worry, the application will assist you.

Guidelines

Local Community grants range from a minimum of \$250 to a maximum of \$5,000.

Eligible nonprofit organizations must operate on the local level (or be an affiliate/chapter of a larger organization that operates locally) and directly benefit the service area of the facility from which they are requesting funding.

The 2021 grant cycle begins Feb. 1, 2021 and the application deadline is Dec. 31, 2021.

Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.

Organizations may only submit a total number of 25 applications and/or receive up to 25 grants within the 2021 grant cycle.

All organizations applying for a Local Community grant must be CyberGrants FrontDoor verified prior to applying.

Eligibility Checklist

Organizations applying must meet one of following criteria:

An organization holding a current tax-exempt status as a public charity under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conducting activities within the United States (excluding nationally sponsored organizations, such as American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way) and CyberGrants FrontDoor verified.

A recognized government entity: state, county or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes and CyberGrants FrontDoor verified.

A K-12 public or nonprofit private school, charter school, community/junior college, state/private college or university; or a church or other faith-based organization with a proposed project that benefits the community at large, such as food pantries, soup kitchens and clothing closets and CyberGrants FrontDoor verified.

Non-charities, including organizations recognized as 501(c)(4)s, like homeowner's associations, civic leagues, or volunteer fire companies, are excluded

Selection Process

Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests.

Each facility manager may set the frequency and process in which application determinations are made.

The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.

Organizations will be notified of any decision via e-mail. All funding decisions are final.

If an organization is approved, grant checks will be mailed directly to the recipient's address listed in the Cybergrant's FrontDoor profile for the organization. Please allow four to six weeks for delivery.

In the event of being awarded a grant, organizations should contact the local facility from which funds were awarded in order to schedule a formal recognition event.

All grant applications are made subject to review of the organization's reputation and activities and its agreement to comply with applicable terms and conditions. Submission of an application does not guarantee funding. Funding exclusions include: organizations that deny service, membership or other involvement on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran, or disability status.

APPLY

I confirm that both, myself and the business I'm submitting, are eligible for the Grow program

1. I am an owner of a business, a legal U.S. resident, and am 18 years or older.
2. The business is majority owned by a legal US resident who identifies as one or more of the following: Asian-Indian, Asian-Pacific, Black, Latino, Native American or Alaska Native, Arab or Middle Eastern, Native Hawaiian or Pacific Islander, LGBTQ+, or as a person with a disability.
3. The business is less than 5 years old, has no more than 10 employees, and has an annual revenue of equal to or less than \$1M.

If you are not eligible please exit this application.

1. Your business's name, description and purpose; including one challenge your business overcame, and one challenge you still face that winning additional funds would help alleviate. (Weight 30%)
2. How you plan to use additional funds to improve the business if you win. (Weight 45%)
3. How your business demonstrates commitment to your community. (Weight 25%) This question is required. *

Business Information

Business Legal Name * (Sole proprietors or independent contractors without a legal business name should use the owner's name)

Trade Name (Enter DBA name if different than legal name)

Organization Type *

Is the Applicant a tribal small business concern? *

- No
 Yes

Business TIN Type *

Business TIN (EIN/SSN) *

Is the Applicant a Franchise? *

- No
 Yes

Primary Business Location (Must match 2019 Tax Returns. If did not file 2019 must match 2020 Tax Returns)

Primary Business Address (Cannot be P.O. Box) *

City *

State *

County

Zip *

Business Mailing Address is same as Business Location Address

Business Mailing Address

Business Address *
City *
State *
Zip *

Additional Business Data

Business Phone *
Alternative Business Phone
Business Fax
Business Email *
Date Business in Operation (Began making sales) *
Current Ownership Since *
Business Activity *
Detailed Business Activity *
NAICS Code (Search for your applicable code at <https://www.naics.com/search/>) *
Number of Employees (As of January 31, 2020) *
Current Number of Employees *

Business Financial Data

Actual 2019 Gross Revenues *
Actual 2019 Cost of Goods Sold *
Actual 2020 Gross Revenues *
Actual 2020 Cost of Goods Sold *
Rental Properties (Residential and Commercial) Only – Actual 2019 rents
Rental Properties (Residential and Commercial) Only – Actual 2020 rents

Non-profit or Agricultural Enterprise – Actual 2019 Cost of Operation

Non-profit or Agricultural Enterprise – Actual 2020 Cost of Operation

Calculated Eligible Loan Amount

Applicant Requested Loan Amount

Next

SBA Office of Disaster Assistance | 1-833-853-5638 | 409 3rd St, SW. Washington, DC 20416

Morgan County Small Business Growth Fund Application Page 1	
Date	
Applicant Name	
Applicant Cell Phone Number	
Applicant Email Address	
Applicant Street Address	
City, State, Zip	
Business Information	
Business Name	
Business Street Address	
City, State, Zip	
County	
Type of Business	
Business Registration #	
Date Registered	
Business License #	
EIN / FEIN #	
Entity Structure	
Website	
LinkedIn Page	
Social Media	
Employees	
Full-time	
Part-time	
Contract	
Revenue	
	2019
	2020
	2021
	Projected 2022
Approximate owner investment to date	

Signature



County Commission Agenda Request Form

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

Morgan County
Attn: Leslie Hyde
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011

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

Email: lhyde@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: 1/18/22 Time Requested: _____
Name: Blaine Fackrell Phone: _____
Address: _____
Email: bfackrell@morgancountyutah.gov Fax: _____
Associated County Department: _____ county

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

To approve the Contract between Morgan County and the Chamber of Commerce, as was agreed in the December 21, 2021 commission meeting, to work out the details of the contract, between the attorney and the chamber, to take care of the DMO for the county. Funding to do this is primarily from the Rural Grant and other sources.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

Morgan County Grant Program (draft 1/7/2022)

The Morgan County Grant Program is designed to support local businesses create sustainable growth that could result in adding new jobs and have a positive impact on the Morgan County economy. The applicant must be the majority owner, if the local business has multiple owners.

This edition of the grant program is not for startups without a history of sales, but for existing businesses who are experiencing growth, have a solid operational foundation and businesses who are in a position to use these funds to accelerate their growth.

If businesses aren't to that point yet, then we will encourage them to work with the Morgan Business Resource Center to build that solid operational foundation and experience growth.

Amounts of grants: Up to \$10,000

Requirements:

- The Business must operate in Morgan County and invest in Morgan County. If the business can hire new employees, it is not necessary that all employees live in Morgan County.
- Must have a current Business Registration with the State of Utah.
- Must have a current Business License with the City of Morgan or Morgan County.
- Must have a Business Checking Account.
- Business taxes with the IRS and the State of Utah must be current.
- Home based businesses can apply.
- Non-profits with a current IRS designation, such as 501(c)3, can apply.
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- Projects must be located in Morgan County.

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- Legal services

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Contact:

Interested business owners should contact Carol Brooks at 801-593-2290 or Andrew Willis at 801-643-0424.



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Email: lh Hyde@morgancountyutah.gov

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commission Meeting Date: 1/18/22 Time Requested: _____
Name: Blaine Fackrell/Matt Wilson Phone: _____
Address: _____
Email: bfackrell@morgancountyutah.gov Fax: _____
Associated County Department: _____ county

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

To discuss and approve of HBME, to do our audit of the county for the year 2021.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓



COMMITTED. EXPERIENCED. TRUSTED

CERTIFIED PUBLIC ACCOUNTANTS

- E. LYNN HANSEN, CPA
- CLARKE R. BRADSHAW, CPA
- GARY E. MALMROSE, CPA
- EDWIN L. ERICKSON, CPA
- MICHAEL L. SMITH, CPA
- JASON L. TANNER, CPA
- ROBERT D. WOOD, CPA
- AARON R. HIXSON, CPA
- TED C. GARDINER, CPA
- JEFFREY B. MILES, CPA
- SHAWN F. MARTIN, CPA

January 5, 2022

Mr. Mike Newton, County Commission Chair
Morgan County, Utah
48 West Young Street
Morgan, UT 84050

Dear Mr. Newton:

The following represents our understanding of the services we will provide Morgan County, Utah (the County).

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of and for the year then ended December 31, 2021 and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis, budgetary comparison information, and pension schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

Management's Discussion and Analysis
Pension Schedules

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

Combining Statement – Nonmajor Governmental Funds
Combining Statement – Agency Funds
Schedule of Receipts and Disbursements
Statement of Taxes Charged, Collected, and Distributed

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with U.S. GAAP;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.
- For including the auditors' report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the County's auditor;
- For identifying and ensuring that the County complies with the laws and regulations applicable to its activities;

- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the County involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

Nonattest Services

We will perform the following nonattest services:

- Assist with the preparation of the basic financial statements, RSI, and Supplemental Information, based on your provided documentation.

We will not assume management responsibilities on behalf of the County. However, we will provide advice and recommendations to assist management of the County in performing its responsibilities.

The County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including U.S. GAAS.
- This engagement is limited to the financial statement preparation services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will also issue a written report on compliance with Utah State Compliance audit requirements upon the completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and the use of virtual data portals, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Aaron R. Hixson, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising HBME LLC's (HBME) services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, except for required fees paid to obtain financial confirmation of various balances during the course of our audit procedures, which will be billed separately. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the audit will not exceed \$22,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the County's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

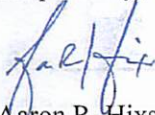
The audit documentation for this engagement is the property of HBME and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of HBME's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, the latest external peer review report of our firm is available upon request for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Aaron R. Hixson, CPA
Audit Partner
HBME LLC

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Morgan County, Utah by:



Name

County Commission Chair

Title



County Commission Agenda Request Form

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

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@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

Council Meeting Date: January 18, 2021

Time Requested: 15 minutes

Name: Lance Evans

Phone: 801-845-4059

Address: 48 W Young Street

Email: levans@morgancountyutah.gov

Associated County Department: PDS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Public Hearing/Decision: Proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



COUNTY COMMISSION

STAFF REPORT

January 18, 2022

PLANNING & DEVELOPMENT

Public Hearing

Morgan County Home Occupation Code Amendment

File #21.056

Staff: Lance Evans AICP

An amendment to the Morgan County Code Section 8-6-15: Home Occupations

SUMMARY

At their November 18th meeting, the Planning Commission discussed a code amendment to change the review and approval process for Category III Home Occupations, allowing the zoning administrator to review and approve all Class III Home Occupation conditional use permits, unless it is determined that it is in the counties best interest to be reviewed and voted on by the Planning Commission. There was discussion regarding how the zoning administrator will determine whether or not a Class III Home Occupation Conditional Use Permit would need to go before the Planning Commission. Some of the aspects that the zoning administrator would look at is the intensity of the use, the impact that the use would have on the surrounding area and the county as a whole such as noise, odor, and traffic.

As staff prepared the code for the amendment for Category III, it seemed logical to also amend the Category II Home Occupations as well to make the code consistent with the Zoning Administrator as position of authority. These changes have been included for your consideration as well. Staff believes that the following language will benefit the community to streamline the process while still maintaining the same standards and recommends approval of the proposed ordinance changes.

PLANNING COMMISSION

The Planning Commission met on December 2nd and voted unanimously to recommend approval to the County Commission with one correction.

Discussion/Public Hearing/Decision: Home Occupation Code Amendment – A proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.

Evans presented the draft ordinance for the Home Occupation Code Amendment. He stated as they were reviewing the code the Category II is required to go to the Planning Commission also so he wanted to change it. Member Sessions suggested adding the verbiage “due to potential adverse impacts” in G1 after “may determine.”

Member Stephens moved to go into public hearing. Second by Member Mayerle. The vote was unanimous. Motion carried.

No public comment.

Member Mayerle moved to go out of public hearing. Second by Member Stephens. The vote was unanimous. Motion carried.

Member Mayerle moved to recommend approval to the County Commission to approve the revision of Morgan County Code Section 8-6-15 to amend the review and approval process for Category II and III Home Occupations based on the text listed in the staff report dated December 2, 2021, with the following corrections:

1. *Insert "potential adverse impacts" in section G1 after may determine.*

Second by Member Little. The vote was unanimous. Motion carried.

The following are the proposed amendments to the noted sections of Morgan County Code. New language is bolded and will be inserted at the indicated sections.

8-6-15: HOME OCCUPATIONS:

F. Category II Classification Designation And Qualifications:

1. Occupations that do not meet all qualifications listed in subsection D of this section, but still desire to conduct a home occupation, and are not required to obtain a conditional use permit approval under subsection G of this section, may request review and approval for their home occupation from the ~~planning commission~~ **Zoning Administrator**.

2. The ~~planning commission~~ **Zoning Administrator** shall review the application for a specific use under this subsection, may provide a public hearing, and make recommendation for any approval or denial of the application to the business license section.

a. The ~~planning commission~~ **Zoning Administrator**, in order to recommend approval, must find and require the following:

(1) The proposed home occupation complies with all the standards for home occupations set forth in subsection C of this section; and

(2) The proposed home occupation will be of benefit to its own neighborhood by providing a necessary or convenient service to the residents of the neighborhood, but not draw additional traffic from outside the neighborhood.

(3) The category II classification home occupation will not be carried on in a garage, accessory building, swimming pool or outside space.

b. If the ~~planning commission~~ **Zoning Administrator** is able to make the findings set forth on subsection F2a of this section, then ~~it~~ the **Zoning Administrator** must determine:

(1) With which of the qualifications listed in subsection D of this section the proposed home occupation will not be required to comply; and

(2) What additional qualifications will be required of the home occupation in order to assure its continuing compliance with the standards and minimal impact on the neighborhood.

~~— 3. a. Any approval granted under this subsection shall be under review and considered probationary for a period of up to one year until reviewed and approved, approved with additional conditions, or denied by the county council as provided below.~~

~~— b. During the review period, the new category II use, together with any specific qualifications and restrictions, shall be presented to the county council for adoption as an amendment to this section.~~

~~— (1) If the county council approves the home occupation, it may continue, provided the home occupation continues to comply with the standards set forth in subsection C of this section and the qualifications set forth by the planning commission and county council.~~

~~— (2) If the county council denies the use, then the home occupation must cease operation.~~

~~— (3) The county council may choose to make modifications to the qualifications as recommended by the planning commission, including, but not limited to, those based on information and experience collected during the review period. The home occupation must comply with the additional or modified qualifications to continue to conduct business.~~

~~— 4. The qualifications determined to be necessary for the proposed category II home occupation will then apply to all home occupations which have the same business use under the same conditions. (2010 Code)~~

G. Category III Classification; Conditional Use Permit Required: Certain types of occupations which have substantial impacts upon the residential character of the area when carried on in residential districts must be reviewed to determine if the use is appropriate and to impose requirements and conditions necessary for the protection of adjacent properties and the public health, safety and welfare.

1. The following uses are appropriate in a dwelling only if they are determined to be compatible with the neighborhood and with the public health, safety and general welfare, and if conditions specific to that activity are developed after full conditional use review by the ~~planning commission~~ **Zoning Administrator** and compliance with subsection C of this section, applicable development code provisions, and the additional regulations set forth hereafter. **The Zoning Administrator may determine if there are any potential adverse impacts to the county and refer the application to the Planning Commission for review and acceptance.**

n. Any home occupation that is referred to the Planning Commission by the ~~County Planner~~ **Zoning Administrator** for purposes of Planning Commission recommendation. (Ord. 17-27, 5-2-2017)

2. In addition to the conditions established by the **Zoning Administrator and/or** Planning Commission at the time of its review, all category III classification home occupations must comply with the following:

- a. The provisions of this title concerning public hearing requirements.
- b. Subsection C of this section, standards of approval for all home occupation licenses.
- c. All category III home occupation uses must be conducted from property with a single-family detached dwelling.
- d. All home occupations licensed under this subsection require an approved conditional use permit and home occupation license prior to commencing business.

e. The **Zoning Administrator and/or** Planning Commission may establish additional conditions for the category III home occupation use to mitigate its effects on the area or for the general health, safety and welfare.

SAMPLE MOTION

Sample Motion for *approval* – “I move that we approve the revision of Morgan County Code Section 8-6-15 to amend the review and approval process for Category II and III Home Occupations based on the text listed in the staff report dated January 18, 2022.”

Sample Motion for *approval with additional changes* – “I move that we approve the revision of Morgan County Code Section 8-6-15 to amend the review and approval process for Category II and III Home Occupations based on the text listed in the staff report dated January 18, 2022 with the following corrections:”

1. List any corrections...

Sample Motion for *denial* – “I move that we deny the revision of Morgan County Code Section 8-6-15 to amend the review and approval process for Category II and III Home Occupations *due to the following findings:*”

1. List any additional findings...
-

Leslie Hyde

From: Jotform <noreply@jotform.com>
Sent: Wednesday, March 2, 2022 10:20 AM
To: Leslie Hyde
Subject: Re: Uploading Documents to Website



Uploading Documents to Website

Department	County Commission
Type of Document	Minutes
File Upload	January 18, 2022 Meeting Minutes.pdf
Additional information or desired location of placement if not listed above	Please add to the minute section on our website. What is posted there now is just the agenda. Thank you

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

Please note: Morgan County is switching our domain from @morgan-county.net to @morgancountyutah.gov. Please update your address book for my email address removing the @morgan-county.net and replace it with @morgancountyutah.gov.



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Notice Title: Morgan County Commission

Government Type: County

Entity: Morgan County

Body Name: Morgan County Commission

Notice Subject: Business

Notice Type: Notice

Street Address: 48 West Young Street

Street Address continued:

City: Morgan

Zip: 84050

Start Date: January 18, 2022 05:00 PM

End Date:

Deadline Date:

Description / Agenda: A) Opening Ceremonies-

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

B) Consent Items-

1. Approval of January 4, 2022 meeting minutes

C) Commissioner Declarations of Conflict of Interest

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

E) Action Items -

1. Brenda Nelson - Discussion/Decision on part time employee in Recorder's Office that was miscategorized for the 2022 budget
2. Lance Evans - CONTINUATION from December 21, 2021 - Discussion/Public Hearing/Decision: Proposed amendment to Morgan County Code Section: 8-12-37 Security for Required Improvements as required by updates to the Utah State Code
3. George Sousa - Discussion/Decision on status of airport infrastructure project and items requiring completion. Request signatures and payments for approved items
4. Robert McConnell - Approval of Airport Leases

- 5. CED Board - Discussion/Decision on overview of Business Grant application/process using Rural Grant Funds
- 6. Blaine Fackrell - Approval of contract between Morgan County and the Chamber of Commerce, as was agreed in the December 21, 2021 Commission Meeting, to work out the details of the contract, between the Attorney and the Chamber, to take care of the DMO for the County. Funding to do this is primarily from the Rural Grant and other sources
- 7. Blaine Fackrell/Matt Wilson - Discussion/Decision of HBME to audit the County for 2021

F) Public Hearing

Discussion/Public Hearing/ Decision - Proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.

- Request for a motion to adjourn public meeting and convene public hearing
- Public Comments (please limit comments to 3 minutes)
- Request for motion to adjourn public hearing and reconvene public meeting

Action on - proposed amendment to Morgan County Code Section: 8-6-15G Home Occupation Category III Classification. Amending the review and approval process.

G) Commissioner Comments

H) Adjourn -

ADA: In compliance with American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Stacy Netz Clark at 801-845-4011 at least 24 hours before this meeting.

Electronic Participation: Not Available

Other:

Emergency Notice: No

Send copy of notice to:

Audio File Location:

Attachments: There are attachments associated with this notice.

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Email copy of notice to:

Audio File Address:

Status: ACTIVE

Attachments

Audio file attachments: MP3, M4A, WAV, FTR Gold (200MB max)
Other file attachments: PDF - Portable Document Format | DOC - Word Document | DOCX - 2007/2010 Word Document | WPD - Word Perfect Document | RTF - Rich Text Format | XLS - Excel Spreadsheet | XLSX - Excel Spreadsheet | ZIP - Compressed file | DOCM - Open XML Formatted file

File	Attachment Category	Date Added	Remove
January182022.agenda.doc	Other	Added: 2022/01/13 03:04 PM	Delete
January 18, 2022 CC Minutes.pdf	Meeting Minutes	Added: 2022/03/15 09:47 AM	Delete

No file chosen

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