



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

## MORGAN COUNTY COMMISSION MEETING AGENDA

MARCH 21<sup>st</sup> 2023

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 March 7<sup>th</sup>, 2023 Meeting Minutes
2. Ratification of Independent Contractor Agreement with the Courts.

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

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

#### E) Presentation - None

#### F) Action Items –

1. **Boyd Carrigan /Garrett Smith** - Discussion/Decision – Fire Department & EMS
  - i. Final approval of the Interlocal Cooperation Agreement for Seal and Secure and Hazardous Materials Services rotation list agreement between Morgan County and Ogden City.
2. **Attorney Garrett Smith** – Discussion/Decision –. Legal
  - i. Ratification/Designation of an agreement for the Weber River Restoration project and designation of an “Authorized Representatives”.
3. **Mike Newton** - Discussion/Decision – Commission
  - i. Lease extension for cell tower lease at the fairgrounds.
4. **Joshua Cook** – Discussion/Decision - Planning & Development
  - i. M&D Nelson Rezone  
Application No.: 22.065, Mark Nelson, Location – West of the Old Highway Road and Cottonwood Canyon Road. Current Zoning A-20, Commercial, 44.75 acres, Rezone to Town Center. (Public Hearing was advertised and held on March 7<sup>th</sup>, 2023. No additional public comments will be taken.)
5. **Joshua Cook** – Discussion/Decision – Planning & Development
  - i. Legacy Hills Subdivision Phase 2  
Applicant Brent Anderson is requesting approval of 3 lots to be developed further along Legacy Hills Road. Each of these 3 lots is at a minimum of 20 acres in size. Located at a parcel at the end of Legacy Hills Road. 65.7 acres. Agriculture A-20 Preliminary and Final Plat File #22.073
6. **Joshua Cook** – Discussion/Decision – Planning & Development
  - i. WPR Village Amenities

WPR requests approval of the Site Plan for the Village Amenities area. File #22.071  
Wasatch Peaks Ranch, LLC. Access located at approx. 4195 N 3800 W 5 acres.

**7. Joshua Cook - Discussion/Decision – Planning & Development**

**i. Wasatch Industries CUP**

The applicant Brant Hayward, Wasatch Industries requests approval of the Wasatch Industries CUP for the building that is currently owned by the County and leased by the U.S. Forest Service (“USFS”) to be used as a Fixed Based Operator (“FBO”) with various other uses. located at 3806 W. Willow Creek Rd Mountain Green. .99 acres. Commercial Buffer, Business Park.

**G) PUBLIC HEARING**

**Josh Cook – Public Hearing – Planning Department**

**1. Family Food Production Code Amendment**

An amendment to the Morgan County Code Section 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations.

- 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

**Josh Cook – Public Hearing – Planning Department**

**1. Morgan County Final Plat Expiration Amendment.**

An amendment to the Morgan County Code Section 8-12-41 and 8-12-59 regarding the expiration of final plats.

- 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

**Commissioner Comments**

- Commissioner Andersen
- Commission Chair Newton
- Commissioner McConnell
- Commission Vice Chair Fackrell
- Commissioner Wilson

**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 20th day of March, 2023.

Julie Rees - County Commission Executive Assistant

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Julie Rees at 801-845-4013 at least 24 prior to this meeting. This meeting is streamed live.



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

## MORGAN COUNTY COMMISSION MEETING MINUTES

MARCH 21<sup>st</sup> 2023

5:00 pm

### COUNTY COMMISSION

Commission Chair Mike Newton  
Commission Vice Chair Blaine Fackrell  
Commissioner Matt Wilson  
Commissioner Robert McConnell  
Commission Chair Mike Newton  
ABSENT: Commissioner Jared Andersen  
Joined electronically.

### OTHER EMPLOYEES

Commission Executive Assistant Julie Rees  
County Attorney Garrett Smith  
IT Director Jeremy Archibald  
Planning & Development Director Joshua Cook  
Planner 1 Jeremy Lance  
Fire Chief Boyd Carrigan

### OTHERS IN ATTENDANCE

Shannon Elfson  
Clint Wasuita  
Michael Wasuita  
Karla Berk  
Jim Berk  
Lynn Pederson  
George Pederson  
Erin Farnsworth  
Lisa Harm  
Mark Nelson  
Jessie Drage  
Mylynn Felt  
Brandt Hayworth  
Golden Barrett  
Vivian Price  
Roger Price  
Janet Boudrero  
Daryl Boudrero  
Leslie Hurst  
Pat Hadley  
Fire Marshall Barrett

### OTHERS IN ATTENDANCE over 100 in attendance

Debbie Sessions  
Tina Kelley  
Leslie Clifton  
Stan McGrew  
Bernie Fullenkamp  
Anita Brooks  
Russ Willardson  
Michelle Lyman  
Dustin Olson  
Karl Jensen  
Jeff Williams  
Blair Gardner  
Gary Derck  
Cynthia Zemke  
Rich Oldenborg  
Carole Oldinborg  
Janie Hart  
Ed  
McKay Kearsley  
John Tripplett  
Suzie Whittier  
Bonnie Brown  
Rebecca Bowers  
Brian Gunn  
Alisa Gunn  
Shannon Kee  
Greg Vidrine  
Brittany Wayman  
Heber Wayman  
Katie Talbot  
Justin Talbot  
Tirzah Davis  
Roger  
Jennifer Hadley  
Joe Garfield  
Matt McVee  
Fire Chief Brendel Mtn Green  
Mr. Jenx  
Brent Anderson  
Mrs. Anderson  
Brent Andersen's son  
more

Commission Chair Newton announced business items due to a full house: Hearing rules, Public Comment Rules. Commissioner Andersen is joining electronically.

## 5:00 COMMENCEMENT OF MEETING

### A) Opening Ceremonies- 5:01

1. Welcome: Commission Chair Newton
2. Invocation and/or Moment of Reflection: Commission Vice Chair Fackrell
3. Pledge of Allegiance: Commission Vice Chair Fackrell

### B) Consent Items-

1. Approval of March 7th, 2023 Meeting Minutes

Commissioner Wilson moved to approve the March 7th, 2023 Meeting Minutes with corrections.

Seconded by Commission Vice Chair Fackrell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

2. Ratification of Independent Contractor Agreement with the Courts.

Commissioner Vice Chair Fackrell moved to ratify the consent agenda item 2 which is the ratification of the Independent Contractor Agreement with the courts.

Seconded by Commissioner McConnell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

### C) Commissioner Declarations of Conflict of Interest – None

### D) Public Comments

1. Stan McGrew 6 minutes
  - 1998 Master Plan for the airport presented. Gave a letter to the Commission.
  - Wants to see fuel service at the airport, but in the safest area possible. Brought signatures from 28 individuals in support of his letter.
- Bernie Fullenkamp 3.3 minutes
  - Signer of the support letter. The airport is our sanctuary. In support of establishing an FBO. The location of the fuel tank is not the best location.
- Tina Kelley 1.5 minutes
  - Worried about the repercussions of the Town Center ordinance passing. This will open the door for others to ask for the same type of changes. If there could be a change to the ordinance going forward that the development agreement would need to come forward with the application, that might take care of some of the concerns that people have.
- Jessie Drage 2.5 minutes
  - Not directly against the rezone, she is directly against the timing of the rezone. More research should be done. Look for a developer for single family homes so people can stay and not have to upgrade later.
- Blair Gardner 2.00 minutes
  - FBO/fuel tank, he houses an airplane in hanger 3, but he would like to be removed from the letter of support. I support having a fuel station where it is proposed if it makes sense

- for the safety for the pilots and homeowners. He is in full support of having an FBO there.
- Carol Oldinborg 3.5 minutes
  - Moved to Mountain Green to be near family. There is so much traffic already and the canyon can't hold all of the people coming.
- Karl Jenx 1.5 minutes
  - Three pointS of concern: Water, traffic, safety. Where is the water coming from? Deal with the traffic first before more developments.
- Roger Price 2.00 minutes
  - Bus route driver who would like to invite anyone to ride along and watch all the traffic issues going on. We need to do something about the infrastructure before we bring in more development and more people.
- Roger Prescott 2.00 minutes
  - Legacy Hills: how long are the residents going to have to put up with the dust. We can't have the windows open. Water is running onto his property instead of going into the catch pond. What can be done to work with the adjacent property owners so they don't have to put up with the dust. The contractors are stirring up the dirt.
- Michelle Lyman 3.00 minutes
  - FBO: main concern is the location of the fuel tank and where it will be for safety. A lot has been pushed through the last few years, and we have gotten away from the General Plan for the airport. The new board for the airport should be in place before this is resolved and in place.
- John Triplett 1.5 minutes
  - A lot of work goes into our General Plan to tell our governing body how we want our community to be and look like. And a turn out like tonight shows the Commission what the community wants. I suggest that the Commission abide by the General Plan.
- Dustin Olsen
  - My experience across this country has given me the chance to see all types of zoning. There is a lot of goodness in not becoming like the valley across the mountains. There is no hurry, and basic steps need to be addressed first. We want our community to look different and plan this out.
- Karla Berk 1.5 minutes
  - Infrastructure is not in place to add more housing and more people.
- Mark Nelson 3.00 minutes
  - I am the owner of the 44 acres that is for sale for this rezoning. I have been buying property in the Mountain Green area for 18 years. For all of you that just moved here in the last 10 years, we used to have meetings and we talked about you coming up here. Infrastructure is created by the developers that come into the area and build. They spend the money for the roads. If you want the infrastructure and safety for the community you have to have the money to do it. Requirements are put on every developer to create safety with the developments. I want to see Mountain Green be beautiful., a look of a mountain community.
- Alisa Gunn
  - Gradual development is what is needed for our community.
- Anita Brooks
  - Please stay steadfast in opposition to prevent urbanization of this area.
- George Pederson 2.00 minutes
  - Why are we in such a hurry to change this zoning. Why can't we wait a couple of years?

**E) Presentation – None**

**4. Joshua Cook – Discussion/Decision - Planning & Development**

**i. M&D Nelson Rezone**

Application No.: 22.065, Mark Nelson, Location – West of the Old Highway Road and Cottonwood Canyon Road. Current Zoning A-20, Commercial, 44.75 acres, Rezone to Town Center. (Public Hearing was advertised and held on March 7<sup>th</sup>, 2023. No additional public comments will be taken.)

**Josh Cook:** The rezoning from Commercial to Town Center is still considered commercial. Staff is recommending approval because it fits in our General Plan. Infrastructure is paid in one of 3 ways; the jurisdiction sees that there is a problem and has the money to go in and pay for those improvements themselves, a developer comes in and goes through the process and as part of the application they are required to widen streets and put in water and sewer, or if the street is owned by the state, we wait for the state to come in and pay for those improvements.

**Thomas Hunt:** We are open to discussions about what the area will be like. The Development Agreement will go through a public Hearing. The proposal fits with what this area was proposed to be. The plan would be 6 units per acre. A different developer could shoot for a higher density. The infrastructure will be in place that would support this development. The developer will pay for much of the infrastructure.

**Commissioner McConnell:** The Commission wanted to have some commitments from the developer for the direction they are heading before approving this project.

**Commission Chair Newton:** We should follow the General Plan for what was intended for this plan.

**Ryan Wilde:** I grew up in the area, and the area is beautiful. I thought it would be a good development for the area and community.

**Commission Vice Chair Fackrell:** Our community needs to come together and work together. There is a division going on and it's time to come together.

**Commission McConnell:** Commissioner Fackrell and I are both on the Economic Development Committee. Development is what brings in the infrastructure. Having housing there at this development will actually lessen the traffic going up and down the canyon.

**Commissioner Andersen:** The County is not a culinary provider so when a developer comes in to the area there are state reviews. All sewer providers are required to report to the state.

Commissioner Wilson moved to deny the M&D Nelson Rezone Map Amendment, Application #22.065 changing 44.75 acres from A-20 to TC.  
No Second. The Motion failed.

Commissioner McConnell moved to approve the M&D Nelson Rezone Map Amendment Application No.: 22.065, changing the portion of the 44.75 acres presently zoned as A-20 to Town Center, based on the findings in the staff report dated March 21<sup>st</sup>, 2023.

Seconded by Commission Vice Chair Fackrell.  
The Motion Passed.  
Commission Chair Newton AYE  
Commissioner Wilson NAY  
Commissioner McConnell AYE  
Commissioner Andersen AYE Via electronic means  
Commission Vice Chair Fackrell AYE

**5. Joshua Cook – Discussion/Decision – Planning & Development**

**i. Legacy Hills Subdivision Phase 2**

Applicant Brent Anderson is requesting approval of 3 lots to be developed further along Legacy Hills Road. Each of these 3 lots is at a minimum of 20 acres in size. Located at a parcel at the end of Legacy Hills Road. 65.7 acres. Agriculture A-20 Preliminary and Final Plat File #22.073

Staff is recommending approval. The Fire Department also recommends approval. They have met minimum requirements for approval. The owner will need to mitigate dust and sweep the mud off the roads. They need to have a clean off condition and maintain the road in reasonable condition. We are not required to police this issue. The county engineer would make trips to the property and if they are not complying we would send out a code enforcement letter requiring them to comply. There is an issue with drainage onto neighbor's property also. We could make this a condition of approval.

Commissioner McConnell moved to approve the Legacy Hills small Subdivision Preliminary and Final Plat application No. 22.073 allowing for a 3-lot subdivision of land located at approx..2801 N Morgan Valley Dr, based on the findings and with the conditions listed in the staff report dated March 21, 2023 and with the following additional condition that the requirements set forth in the fire districts letter pertaining to the fire suppression system within the residences and so forth be added as an additional condition and be complied with. Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.  
Commission Chair Newton AYE  
Commissioner Wilson AYE  
Commissioner McConnell AYE  
Commissioner Andersen AYE Via electronic means  
Commission Vice Chair Fackrell AYE

**6. Joshua Cook – Discussion/Decision – Planning & Development**

**i. WPR Village Amenities**

WPR requests approval of the Site Plan for the Village Amenities area. File #22.071 Wasatch Peaks Ranch, LLC. Access located at approx. 4195 N 3800 W 5 acres.

The current plans all of our minimum code requirements for parking, landscaping and lighting. Staff is recommending approval

Commissioner McConnell moved to approve the WPR Village Amenities site pan application No. 22.071 allowing for the proposed commercial and residential development located within the Wasatch Peaks Development in Unincorporated Morgan County to be recorded based on the findings and with the conditions listed in the staff report dated March 21<sup>st</sup>, 2023.

Seconded by Commissioner Fackrell  
The Vote was unanimous. The Motion Passed.  
Commission Chair Newton AYE  
Commissioner Wilson AYE  
Commissioner McConnell AYE  
Commissioner Andersen AYE Via electronic means  
Commission Vice Chair Fackrell AYE

**7. Joshua Cook - Discussion/Decision – Planning & Development**

**i. Wasatch Industries CUP**

The applicant Brant Hayward, Wasatch Industries requests approval of the Wasatch Industries CUP for the building that is currently owned by the County and leased by the U.S. Forest Service (“USFS”) to be used as a Fixed Based Operator (“FBO”) with various other uses. located at 3806 W. Willow Creek Rd Mountain Green. .99 acres. Commercial Buffer, Business Park.

The lease is transferring to Wasatch Industries. Staff has reviewed and is recommending approval. Fire Chief Mountain Green has signed off on the project.

Commissioner McConnell moved to approve the Wasatch Industries CUP Application No. 22.080 located at the Morgan County Airport based on the findings and the conditions listed in the staff report dated March 21<sup>st</sup>, 2023.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

**G) PUBLIC HEARING**

**Josh Cook – Public Hearing – Planning Department**

**1. Family Food Production Code Amendment**

An amendment to the Morgan County Code Section 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations.

Adjustments were made by the Planning Director to this Zone. Planning Commission is recommending approval. The Commissioners want additional language to be added or changed.

- Request for a motion to adjourn public meeting and convene public hearing

Request for a motion to adjourn public meeting and convene public hearing

Commissioner Fackrell moved to adjourn public meeting and convene public hearing.

Seconded by Commissioner McConnell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

**Public Comments:**

**Jennifer Hadley:** In favor of small animals being allowed on smaller pieces of land. This should be added under noise and nuisance ordinance.

**Nate Hadley:** In favor so we can provide for our families.

**Jani Hart:** Mountain Green. Excited you are considering changing this. It will give my family a chance to raise an animal and sell it. Get my kids off of video games.

**Erin Farnsworth:** I am strongly in favor for all of us on smaller lots.

**Greg Vidrine:** I am in favor of changing our ordinances so that we can raise our own chickens to produce our food. Helps us become more self-sufficient. Focus on avoiding the nuisance instead of the size of the lot.

**Tina Kelley:** Mountain Green. This was not about agriculture. Those zones are already in place. This is about the smaller lots.

**Leslie Hurst:** Mountain Green. It helps our children learn from agriculture. Consider temporarily allowing more animals during the summer to raise animals for the fair.

**McKay Kearsley:** Mountain Green. I am in support. I think it is a great thing. I was raised on a farm and our kids need to learn from responsibility.

- Request for motion to adjourn public hearing and reconvene public meeting

Request for motion to adjourn public hearing and reconvene public meeting.

Commissioner Fackrell moved to adjourn public hearing and reconvene public meeting.

Seconded by Commissioner McConnell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

**Action:**

Commissioner Fackrell moved to postpone the Family Food Production Code Amendment until the April 18<sup>th</sup> meeting to allow time for the verbiage to be worked on.

Seconded by Commissioner McConnell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

**Josh Cook – Public Hearing – Planning Department**

1. Morgan County Final Plat Expiration Amendment.

An amendment to the Morgan County Code Section 8-12-41 and 8-12-59 regarding the expiration of final plats.

The change to the code is to change the final plat expiration to two years. This is standard for most counties.

- Request for a motion to adjourn public meeting and convene public hearing

Request for a motion to adjourn public meeting and convene public hearing.

Commissioner McConnell moved to adjourn public meeting and convene public hearing.

Seconded by Commissioner Wilson.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

- Public Comments – No comments.

- Request for motion to adjourn public hearing and reconvene public meeting

Request for motion to adjourn public hearing and reconvene public meeting.

Commissioner McConnell moved to adjourn public hearing and reconvene public meeting.

Seconded by Commissioner Fackrell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE  
Commissioner Andersen AYE Via electronic means  
Commission Vice Chair Fackrell AYE

**Action:**

Commissioner McConnell moved to approve the revision of the Morgan County code section 8-12-41 and 8-12-59 to amend the language to increase the time allowed for the final plat approvals before expiring from 6 months to 2 years based on the text and findings listed in the staff report dated March 21, 2023.

Seconded by Commission Vice Chair Fackrell.

The Vote was unanimous. The Motion Passed.

Commission Chair Newton AYE

Commissioner Wilson AYE

Commissioner McConnell AYE

Commissioner Andersen AYE Via electronic means

Commission Vice Chair Fackrell AYE

**Commissioner Comments**

- **Commissioner Andersen**
  - None
- **Commission Chair Newton**
  - Commissioner Andersen and I met with UDOT for the Croydon Bridge project. There are a couple of contingent plans if needed.
- **Commissioner McConnell**
  - Jim Hill called this morning for Snow Basin and the Club Med announcement. They are evaluating a few things and it doesn't signal the end of their project.
- **Commission Vice Chair Fackrell**
  - Had a good meeting with the Governor and legislators and financial advisors to the Governor yesterday.
- **Commissioner Wilson**
  - Boyd and I have been in communication with the fire truck situation. He wants to ex the fire ladder truck and work on permanent employees for the department. The Syracuse truck price has been lowered to \$100,000.00. Matt will send out the info to the Commissioners. Commissioners all agreed and want Commissioner Wilson to move forward with this.

**Commissioner Andersen:** When you return from your training please sign the Cell Tower lease. It will be in your box. (Commission Chair Newton)

**H) Adjourn – 9:02 pm**

Commissioner McConnell moved to adjourn.

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

APPROVED: *M. Blair Fackrell*  
MORGAN COUNTY COMMISSION CHAIR ~~CHAIR~~ Vice Chair

DATE: \_\_\_\_\_

APPROVED: *Jessie A Hyde*  
MORGAN COUNTY CLERK/AUDITOR

DATE: *4.5.2023*



**2023**

**COUNTY COMMISSION  
MEETING  
PACKET**

**MARCH 21, 2023**

**5 PM**

# NOTICE OF PUBLIC HEARING

INPUT IS REQUESTED BY THE MORGAN COUNTY COMMISSION:

TUESDAY, MARCH 21<sup>ST</sup>, 2023

Morgan County Courthouse – 48 West Young Street

**PUBLIC HEARING:** *Family Food Production Code Amendment*

## Public Hearing Sign-up Sheet

**IF YOU WISH TO SPEAK REGARDING THIS ISSUE, PLEASE SIGN UP BELOW**

- |                                |     |
|--------------------------------|-----|
| 1. Jennifer A. Hadley ✓        | 21. |
| 2. <del>John Harty</del> ✓     | 22. |
| 3. <del>John Harty</del> ✓     | 23. |
| 4. Jani Hart ✓                 | 24. |
| 5. <del>Shannon Myers</del>    | 25. |
| 6. Matt McKee -                | 26. |
| 7. <del>Robert Brown</del> -   | 27. |
| 8. Erin Farnsworth ✓           | 28. |
| 9. <del>Katie Tabbot</del> ✓   | 29. |
| 10. <del>Justin Tabbot</del> ✓ | 30. |
| 11. GREGORY VIBRINEY ✓         | 31. |
| 12. Tina Kelley ✓              | 32. |
| 13. Leslie Thross ✓            | 33. |
| 14. Suzie Whittier ✓           | 34. |
| 15. McKay Kearsley ✓           | 35. |
| 16.                            | 36. |
| 17.                            | 37. |
| 18.                            | 38. |
| 19.                            | 39. |
| 20.                            | 40. |

# NOTICE OF PUBLIC HEARING

INPUT IS REQUESTED BY THE MORGAN COUNTY COMMISSION:

TUESDAY, MARCH 21<sup>ST</sup>, 2023

Morgan County Courthouse – 48 West Young Street

**PUBLIC HEARING:** *Morgan County Final Plat expiration amendment*

**Public Hearing Sign-up Sheet**  
**IF YOU WISH TO SPEAK REGARDING THIS ISSUE, PLEASE SIGN UP BELOW**

- |                           |     |
|---------------------------|-----|
| 1. <i>Anita L. Brooks</i> | 21. |
| 2. <i>Janet Boudreau</i>  | 22. |
| 3. <i>Daryl Boudreau</i>  | 23. |
| 4.                        | 24. |
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| 19.                       | 39. |
| 20.                       | 40. |

Morgan County Commission Meeting

Tuesday, MARCH 21, 2023

5:00 P.M.

Morgan County Council Meeting Room

Morgan County Courthouse

48 West Young Street

Morgan, UT 84050

PLEASE SIGN IN

1. Leslie Clefford ✓
2. Stan McPherson ✓
3. Bernie Fullenkamp ✓
4. Anita D. Brooks ✓
5. Michelle Gunn ✓
6. Dustin Olson ✓
7. Karl Jensen ✓
8. Tina Kelley ✓
9. Russ Willardson ✓
10. John Williams ✓
11. Blaine Gardner ✓
12. Gary Derock ✓
13. Cynthia Zenker ✓
14. Jani Hart ✓
15. Rich + Carole Oldenberg ✓
16. Shannon Olson ✓
17. Clint Wasuta ✓
18. Michael Wasuta ✓
19. Karla Berk ✓
20. Jim Berk ✓
21. Lynn Pedersen ✓  
Debbie Sessions ✓
22. George Pedersen ✓
23. McKay Kearsley ✓
24. John Trickett ✓
25. Suzie Whittier ✓
26. Bonnie Brown ✓
27. Rebecca Bowers ✓
28. Lisa Harm ✓
29. Shannon Kee ✓
30. Arin Farnsworth ✓
31. BRIAN + ALISA Gunn ✓
32. Mark Nelson ✓
33. Golden Barrett ✓
34. Katie Talbot ✓
35. Justin Talbot ✓
36. Roger Price ✓
37. Vivian Price ✓
38. Roy Price ✓
39. Jessie Dragey ✓
40. Mylynn Felt ✓
41. Tirzah Davis ✓
42. Heber Wayman ✓  
Brittany Wayman ✓  
Mark (Greg Vidler) ✓



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at 5:00 pm

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#### E) Presentation - None

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6. **Joshua Cook** – Discussion/Decision – Planning & Development
  - i. WPR Village Amenities

WPR requests approval of the Site Plan for the Village Amenities area. File #22.071  
Wasatch Peaks Ranch, LLC. Access located at approx. 4195 N 3800 W 5 acres.

**7. Joshua Cook - Discussion/Decision – Planning & Development**

**i. Wasatch Industries CUP**

The applicant Brant Hayward, Wasatch Industries requests approval of the Wasatch Industries CUP for the building that is currently owned by the County and leased by the U.S. Forest Service (“USFS”) to be used as a Fixed Based Operator (“FBO”) with various other uses. located at 3806 W. Willow Creek Rd Mountain Green. .99 acres. Commercial Buffer, Business Park.

**G) PUBLIC HEARING**

**Josh Cook – Public Hearing – Planning Department**

**1. Family Food Production Code Amendment**

An amendment to the Morgan County Code Section 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations.

- 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

**Josh Cook – Public Hearing – Planning Department**

**1. Morgan County Final Plat Expiration Amendment.**

An amendment to the Morgan County Code Section 8-12-41 and 8-12-59 regarding the expiration of final plats.

- 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

**Commissioner Comments**

- Commissioner Andersen
- Commission Chair Newton
- Commissioner McConnell
- Commission Vice Chair Fackrell
- Commissioner Wilson

**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 20th day of March, 2023.

Julie Rees - County Commission Executive Assistant



In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Julie Rees at 801-845-4013 at least 24 prior to this meeting. This meeting is streamed live.



**2023**

**CONSENT  
ITEMS**



# 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  
Email: [jrees@morgancountyutah.gov](mailto:jrees@morgancountyutah.gov)

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

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

Council Meeting Date: March 21, 2023 Time Requested: 5

Name: Garrett Smith Phone: 801-845-4006

Address: 48 West Young Street

Email: [gsmith@morgancountyutah.gov](mailto:gsmith@morgancountyutah.gov) Fax: \_\_\_\_\_

Associated County Department: County Attorney's Office

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

Ratification/Designation - This agreement amount was approved at a Commission meeting in 2022. This agreement was administratively approved by the Commission and needs to be ratified. RiverRestoration is also requesting that the Commission designate an authorized representative over the project pursuant to the "Authorized Representatives" section on page 1 of the "Standard Terms and Conditions". RiverRestoration suggested Commissioner Andersen who has been a point of contact and is familiar with the project.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

X



**RIVER**  
RESTORATION.ORG

P.O. Box 248, Carbondale, CO 81623

February 16, 2023

Morgan County Commissioners  
48 West Young Street  
P.O. Box 886  
Morgan, UT 84050

**Subject: Weber River Restoration and Enhancements Project – Phase 1**

Dear County Commissioners,

RiverRestoration is pleased to offer engineering and design services to Morgan County for conceptual design of improvements to the Weber River through Morgan City. The project reach will be from the Round Valley bridge just upstream of Morgan City to the 100 E bridge. RiverRestoration has studied the Weber River extensively for several years, primarily through work funded through Trout Unlimited. The team will use this prior work to develop concepts that meet the ecological and recreational goals of the project while considering water delivery at the four diversion points and bank and channel stability throughout the project reach.

The project approach will include meeting with the project stakeholders and general public to identify design goals, opportunities, and constraints. This will be followed by small amount of data collection to wrap up the extensive survey completed in 2018 and 2019. A conceptual design will be developed, to include a conceptual plan and opinion of construction costs. Morgan County staff and other project stakeholders can use the conceptual design for public outreach to build project support, fundraising, coordination with stakeholders, and conversations with state and federal regulators.

RiverRestoration is planning on completing this initial phase of the project by May 31, 2023, assuming Notice to Proceed is provided by Morgan County by March 1, 2023.

A detailed scope of services (Attachment B) and standard rates and (Attachment C) for RiverRestoration's efforts are included as attachments. Thank for you for your stewardship of the Weber River and for including RiverRestoration on the team. We are excited to be involved in this project.

Sincerely,

Quinn Donnelly, P.E.  
Project Manager  
(970) 947-9568

**RiverRestoration  
Professional Services Agreement**

This is an agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, between:  
**Morgan County, a political subdivision of the State of Utah** (Client) and **RiverRestoration.org, LLC**  
(RiverRestoration) a Colorado Limited Liability Company.

Client hereby retains RiverRestoration to perform services in connection with: **Weber River Restoration and Enhancements Project – Phase 1** (Project) as described in Attachment A dated **February 16, 2023**.  
RiverRestoration agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions 12/31/2015. This agreement between the Client and RiverRestoration.org supersedes all prior written and oral understandings pertaining to the Project. This agreement may only be amended, supplemented, modified or canceled by a duly-executed written instrument.

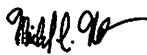
In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

CLIENT ADDRESS:  
Morgan County  
48 West Young Street  
Morgan, UT 84050

RiverRestoration.org, LLC  
P.O. Box 248  
818 Industry Place  
Carbondale, CO 81623  
970-947-9568

By:



Mike Newton, Commission Chair

By:

Jason Carey, Managing Member

## RiverRestoration Standard Terms & Conditions

**Services:** RiverRestoration will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. RiverRestoration has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by RiverRestoration in performing their services.

**Authorized Representatives:** The officer assigned to the Project by RiverRestoration is the only authorized representative to make decisions or commitments on behalf of RiverRestoration. The Client shall designate a representative with similar authority.

**Project Requirements:** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to RiverRestoration at Project inception. RiverRestoration will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Site Access:** The Client shall obtain all necessary approvals for RiverRestoration to access the Project site(s).

**Period of Service:** RiverRestoration shall perform the services for the Project in a timely manner consistent with sound professional practice. RiverRestoration will strive to perform its services according to the Project schedule set forth in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. RiverRestoration shall be entitled to an extension of time and compensation adjustment for any delay beyond RiverRestoration control. RiverRestoration shall be entitled to compensation adjustment only if the delay is due to circumstances within Client's control.

**Compensation:** In consideration of the services performed by RiverRestoration, the Client shall pay RiverRestoration in the manner set forth in Attachment A and detailed in Attachment C.. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of RiverRestoration only if the delay or extension of time is due to circumstances within Client's control.

**Payment Definitions:** The following definitions shall apply to methods of payment:

*Lump Sum* is defined as a fixed price amount for the scope of services described.

*Standard Rates* is defined as individual time incurred multiplied by standard billing rates for that individual. Standard Rates may increase by 4 percent on January 1 and every year thereafter.

*Subcontracted Services* are defined as Project related services provided by other parties to RiverRestoration. Subcontracted Services may include an additional 12 percent charge.

*Reimbursable Expenses* are defined as actual expenses incurred in connection with the Project.

**Payment Terms:** RiverRestoration shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. RiverRestoration shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to RiverRestoration is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give RiverRestoration the right to stop work until payments are current. Non-payment beyond 90 days shall be just cause for termination by RiverRestoration.

**Additional Services:** The Client and RiverRestoration acknowledge that services are limited to those identified in Attachment A and that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen in Attachment A. RiverRestoration's scope of services shall not be increased or reduced without RiverRestoration's written consent. If scope is increased, RiverRestoration's fee shall be increased accordingly.

**Independent Consultant:** RiverRestoration shall serve as an independent consultant for services provided under this agreement. RiverRestoration shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by RiverRestoration.

**Standard of Care:** Services provided by RiverRestoration will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. RiverRestoration will not be liable for the cost of any omission that adds value to the Project.

**Compliance with Laws:** RiverRestoration shall perform its services consistent with sound professional practice and endeavor to conform to all laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or applicable rules change during the Project, RiverRestoration shall be entitled to additional compensation where additional services are needed to conform to the standard of practice and applicable rules.

**Permits and Approvals:** If included in the scope of service, RiverRestoration will assist the Client in preparing applications and supporting documents, as for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Ownership of Documents:** Documents prepared by RiverRestoration for the Project are instruments of service and shall remain the property of RiverRestoration except as stated below. Record documents of service shall be based on the sealed and signed copy. RiverRestoration may furnish working or draft documents electronically that are for limited purposes of the specific Project and may be protected otherwise under the Uniform Trade Secrets Act. RiverRestoration assigns to Client the copyrights to all Record documents created pursuant to this contract, including the right to: 1) reproduce the work; 2) distribute copies to the public; 3) perform the works publicly; and 4) to display the work publicly for the limited purposes which it is intended. RiverRestoration shall not be held liable for the mis-use of documents for any purpose other than those limited purposes authorized herein.

**Insurance:** RiverRestoration will maintain the following insurance coverage limits during the period of service. The Client may request to be named as additional insured on the Commercial General Liability policy provided that the Client pays associated fees. The Client shall make arrangement for Builder's Risk, Protective Liability, Pollution Prevention and other specific insurance coverage required or obtained for the Project in amounts appropriate to the Project value and risks. RiverRestoration shall be named insured on those policies. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

- Workers Compensation: As required by applicable state statute.
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate.
- Professional Liability: \$1,000,000 each claim and in the aggregate.
- Automobile Liability: Required minimums per state statutes.

**Indemnification:** RiverRestoration shall indemnify the Client from any reasonable damages caused by a proven negligent act, error, or omission of RiverRestoration in the performance of services under the Project. If such damage results in part by the negligence of another party, RiverRestoration shall be liable only to the extent of their proportional negligence. The Project may include modifications to public waters. The Client acknowledges the inherent risks associated with public waters and that not all of those inherent risks can be foreseen or mitigated by RiverRestoration.

**Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Client and RiverRestoration the risks have been allocated. Provided RiverRestoration has in place the insurance coverages required above, Client agrees to limit the liability of RiverRestoration for all claims related to the Project to the available and applicable insurance coverages.

**Third Party Claims:** The Client will compensate RiverRestoration for services performed in defense of any third party claim if the claim resulted from the negligent act, error or omission of Client.

**Legal Expense:** In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

**Lien Rights:** RiverRestoration may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by RiverRestoration are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Consequential Damages:** Neither the Client nor RiverRestoration shall be liable to the other for incidental, indirect or consequential damages regardless of the nature or fault. This mutual waiver of damages includes, but is not limited to, claims for loss of use, income, profit, financing, business, reputation, or claims for delay damages or damages due to either party's termination under this agreement.

**Environmental Matters:** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the project. In the event unknown hazardous materials are encountered, RiverRestoration shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. RiverRestoration shall promptly notify Client of discovered hazardous materials and the projected cost of compliance with applicable laws. Additional compensation shall be agreed to in writing signed by both parties. The Client shall indemnify RiverRestoration from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of RiverRestoration.

**Cost Opinions:** RiverRestoration shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and RiverRestoration acknowledge that actual costs may vary from the cost opinions prepared and that RiverRestoration is not providing price quotes or guarantees related to the Project cost.

**Independent Counsel:** The Client agrees to obtain independent legal, real-estate and financial counsel for the Project and acknowledges that RiverRestoration does not furnish these services.

**Contingency Fund:** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. RiverRestoration may offer advice concerning the value of the contingency fund; however, RiverRestoration shall not be liable for additional costs that the Client may incur beyond the contingency fund they set aside.

**Contractor Selection:** RiverRestoration may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

**Shop Drawing Review; Equipment:** If included in the scope of service, RiverRestoration shall review shop-drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. RiverRestoration shall not be liable for the performance of or consequential damages caused by any equipment furnished by the contractor under the Project.

**Construction Review:** If included in the scope of service, RiverRestoration shall make limited and intermittent observations of the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make RiverRestoration responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

**Rejection of Work:** RiverRestoration may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

**Safety:** RiverRestoration shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties:** The Client and RiverRestoration acknowledge that RiverRestoration will rely on information furnished by other parties in performing its services under the Project. Client shall furnish RiverRestoration with all necessary reports or information prepared by Client's other consultants, and RiverRestoration shall be entitled to rely upon the accuracy and completeness of such reports and information. RiverRestoration shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

**Construction Record Drawings:** If included in the scope of service, RiverRestoration will deliver drawings to the Client incorporating information furnished by construction contractors. To the extent that construction record drawings are based on information provided by others, RiverRestoration cannot and does not warrant their accuracy.

**Force Majeure:** Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

**Dispute Resolution:** The Client and RiverRestoration agree that any claim or dispute arising out of their respective obligations under this Agreement shall be subject to voluntary mediation as a pre-condition to the initiation of legal proceedings. Resolution of all disagreements shall be diligently pursued within 45 days of either party's written notice using a mutually acceptable form of mediated

dispute resolution prior to exercising their rights under law. RiverRestoration shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work:** The Client may suspend services performed by RiverRestoration with cause upon fourteen (14) days written notice. RiverRestoration shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay RiverRestoration all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, RiverRestoration shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination:** The Client or RiverRestoration may terminate services on the Project upon ten (10) days written notice for any cause. RiverRestoration shall submit an invoice for services performed up to the effective date of termination and the Client shall pay RiverRestoration all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Governing Law:** The terms of agreement shall be governed by the laws of Utah provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Assignment:** Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Waiver of Rights:** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty:** RiverRestoration warrants that they will deliver products under the Project within the standard of care of professional engineers. RiverRestoration provides no other expressed or implied warranty.

**Severability:** Any provision of these terms later held to be unenforceable or to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and RiverRestoration will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.

**Unilateral Changes:** If Client makes any unilateral modifications to this Agreement, they shall not become part of this Agreement and shall not be enforceable unless and until initialed by an authorized representative of RiverRestoration.

**Survival:** All provisions of these terms that allocate responsibility or liability between the Client and RiverRestoration shall survive the completion or termination of services for the Project.

*Standard Terms & Conditions Rev 12/31/2015*

**Professional Services Agreement  
Attachment A - Project Requirements**

<b>Client</b>	Morgan County
<b>Project Description</b>	Weber River Restoration and Enhancements Project – Phase 1
<b>Scope of Services</b>	See Attachment B
<b>Special Assumptions</b>	None
<b>Project Schedule</b>	NTP - March 1, 2023. Phase 1 estimated completion – May 31, 2023
<b>Method of Compensation</b>	Standard Rates, Subcontracted Services and Reimbursable Expenses
<b>Standard Rates</b>	See Attachment C. Standard Rates and Opinion of Cost
<b>Supplemental Terms and Conditions</b>	None



## **Attachment B – Scope of Services**

Note: Tasks 0 through 3 are included in this Phase 1 scope of services. The other phases and tasks will be added as the design and planning process progresses.

### **Task 0 - Project Management and Coordination**

The purpose of this task is to provide management and coordination for the project. This task includes the following work activities:

- General coordination with Morgan County and project stakeholders.
- Submit monthly progress reports with invoice. Monthly progress reports will reflect hourly/percent complete progress for each activity and identify budget status and tasks performed to date during the billing period.

#### Deliverables:

- Monthly status reports and invoices.

#### Assumptions:

- None.

## **Phase 1 – Feasibility Study**

### **Task 1 - Meetings**

The purpose of this task is to attend a series of meetings to engage the project stakeholders and general public to gather input and build support for the project. This task includes the following work activities:

- Attend a public outreach meeting in Morgan City to discuss project goals and receive feedback from the public. Invitees could include general public, boating community, Morgan County Commissioners, Morgan City staff, the Tourism Tax Advisory Board, and the Active Transportation Board.
- Attend meeting with local irrigation owners to review conceptual designs and receive feedback prior to presenting to the Morgan County Commissioners.

#### Deliverables:

- Meeting Notes.

#### Assumptions:

- Project stakeholders will assist with the scheduling and logistics of the public meeting.

### **Task 2 –Site Survey**

The purpose of task is to collect additional topographic and hydrographic survey as needed of the project reach. The large majority of the data collect effort was completed as part of prior work, including full survey of the Mill Race Diversion, full survey of the South Morgan diversion, and partial survey of the Weber Canal diversion (often referred to as the Como Springs diversion). If needed, the team will spend a few hours at the Weber Canal diversion and in between the diversions to collect the last information needed to develop a conceptual design. This task includes the following work activities:

- Perform topographic/hydrographic survey of the project reach, consisting of:
  - Water surfaces and channel bed shots at the Weber Canal diversion.



P.O. Box 248, Carbondale, CO 81623

- Water surfaces and bed elevations of Weber River between the three main diversions.

Deliverables:

- None

Assumptions:

- A wetland delineation is not required at this phase and will be performed at the next stage of design once the concept design is approved.
- County Parcel GIS lines are adequate for property boundaries at the Conceptual Design level. Proposal does not include scope/fees for a Professional Land Surveyor to perform and document a boundary survey.
- Morgan County or other project stakeholders will assist in acquiring Right of Entry coordination for private property.

**Task 3 –Conceptual Plans and Engineer’s Opinion of Cost**

The purpose of this task is to develop a Conceptual Design plan and engineer’s opinion of cost for the project reach. The concept design will build from initial plans developed in 2013 by project stakeholders and RiverRestoration staff. Likely project elements will include flood mitigation, fish passage, boat passage, and whitewater recreation features, plus improved river access along public property.

After speaking with the various irrigation companies, the team will not consider consolidation of points of diversion or removal of any of the existing diversion dams. The concept designs will also limit access to the private property along the south bank adjacent to the South Morgan diversion.

This task includes the following work activities:

- Use information collected from the public outreach, stakeholder meetings, and prior survey to develop a Conceptual Design for the project reach.
- Generate a Conceptual Design plan to communicate project information to stakeholders. The plans will include:
  - Conceptual Design shown in plan and profile view with sizes and locations of key project elements.
  - Typical details.
- Develop conceptual Engineer’s Opinion of Cost for the Conceptual Design.
- Meet virtually with Morgan County and stakeholders after the conceptual design phase to review the design and receive feedback.

Deliverables:

- Conceptual design plan.
- Engineer’s Opinion of Cost for the Conceptual Design.

Assumptions:

- No structural or geotechnical engineering is required as part of the Phase 1 work.



*The current contract is for Phase 1 only. The following planning and design tasks will be completed as part of future phases:*

## **Phase 2 – Construction Documents (*part of future phase*)**

### **Task 4 – Preliminary Design**

The purpose of this future task is to refine the conceptual design and create a preliminary construction plan set and engineer's opinion of probably construction cost (OPCC). The preliminary plan set will be critical for the permitting process as this is the level that communicates the project to the regulatory agencies. The OPCC will allow the Stakeholder group to further focus their budgeting and fundraising efforts.

### **Task 5 – Permitting**

The purpose of this future task is to prepare permit documentation for the project. This will include federal, state, and local permits to include the Stream Alteration Permit, floodplain permit, Clean Water Act.

### **Task 6 – Final Design**

The purpose of this future task is to finalize the design presented in the preliminary construction plan set and OPCC for the purposes of bidding and construction.

### **Task 7 – Bid Support Services**

The purpose of this future task is to support the stakeholder group during the bid advertisement and bid award process.

## **Phase 3 – Implementation (*part of future phase*)**

### **Task 8 – Construction Support Services**

The purpose of this future task will be to provide critical path support to the project in terms of construction support services. This will include pre-construction and construction activities which will ensure the successful implementation of the design in support of Morgan County and the larger stakeholder group.

### **Task 9 – Monitoring**

The purpose of this future task will be to provide short term monitoring of the project post-construction.

*Standard Rates and Opinion of Cost\**

<b>Task</b>	<b>Description</b>	<b>Principal Engineer I</b>	<b>Engineer PE/PM VI</b>	<b>Engineer PE I</b>	<b>Engineer EIT III</b>	<b>Total Hours</b>	<b>Total Budget by Task</b>
0.0	Project Management and Coordination		4			4	\$716
1.0	Meetings		4		8	12	\$1,827
2.0	Site Survey		1		6	7	\$1,012
3.0	Conceptual Plans and Engineer's Opinion of Cost		10		34	44	\$6,445
	<i>Total Hours</i>		19		48	67	
	<i>Billing Rate</i>	\$223.89	\$179.11	\$142.31	\$138.81		
	<i>Total Labor Cost</i>		\$3,403		\$6,597		\$10,000
	<i>Direct Expenses</i>						
	<i>Mileage (@ \$0.50/mile)</i>						
	<i>Lodging</i>						
	<i>Misc Expenses</i>						
	<b>Consultant Total</b>						<b>\$10,000</b>

\*Rates may increase up to 5% upon each subsequent anniversary of the Subconsultant Agreement  
 Reimbursable Expenses and Sub-consultant fees may include 12% markup.



**RiverRestoration  
Professional Services Agreement**

This is an agreement made as of this 9<sup>th</sup> day of March 2023 between:  
Morgan County, a political subdivision of the State of Utah (Client) and RiverRestoration.org , LLC  
(RiverRestoration) a Colorado Limited Liability Company.

Client hereby retains RiverRestoration to perform services in connection with: **Weber River Restoration and Enhancements Project – Phase 1** (Project) as described in Attachment A dated **February 16, 2023**.  
RiverRestoration agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions 12/31/2015. This agreement between the Client and RiverRestoration.org supersedes all prior written and oral understandings pertaining to the Project. This agreement may only be amended, supplemented, modified or canceled by a duly-executed written instrument.

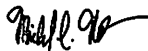
In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

CLIENT ADDRESS:  
Morgan County  
48 West Young Street  
Morgan, UT 84050

RiverRestoration.org , LLC  
P.O. Box 248  
818 Industry Place  
Carbondale, CO 81623  
970-947-9568

By:



Mike Newton, Commission Chair

By:



Jason Carey, Managing Member



**2023**

*NO-*

# PRESENTATIONS



**2023**

**ACTION  
ITEMS**



# 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](mailto: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: 3/21/23 Time Requested: 3/21/23 4:54 pm

Name: Boyd Carrigan/Garrett Smith Phone: (801) 829-2048

Address: 41 N State St

Email: bcarrigan@morgancountyutah.gov Fax: \_\_\_\_\_

Associated County Department: Morgan County Fire & EMS

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

FINAL APPROVAL INTERLOCAL COOPERATION AGREEMENT FOR SEAL AND SECURE AND HAZARDOUS MATERIALS SERVICES ROTATION LIST AGREEMENT BETWEEN MORGAN COUNTY AND OGDEN CITY,

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY


F1

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

This Agreement, made and entered into this 21st day of March 2023 pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City," Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as "Weber Fire," North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire," Riverdale City, a Utah Municipal Corporation, hereinafter referred to as "Riverdale City," Roy City, a Utah Municipal Corporation, hereinafter referred to as "Roy City," and South Ogden City, a Utah Municipal Corporation, hereinafter referred to as "South Ogden City," Morgan County, a political subdivision of the State of Utah, hereinafter referred to as "Morgan County", Mountain Green Fire Protection District, a political subdivision of the State of Utah, hereafter referred to as "Mountain Green", Plain City, a Utah Municipal Corporation, hereafter referred to as "Plain City", Washington Terrace, a Utah Municipal Corporation, hereafter referred to as "Washington Terrace", and the Weber Area Dispatch 911 and Emergency Services District, hereinafter referred to as "Weber Area Dispatch," the parties. The parties, other than Weber Area Dispatch, may be referred to herein as "Agency" or "Agencies."

WITNESSETH

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

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

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

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

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

Now therefore, upon the mutual promises, and other good and satisfactory

consideration, the parties agree as follows:

**SECTION ONE  
EFFECTIVE DATE AND DURATION**

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

**SECTION TWO  
ADMINISTRATIVE ENTITY**

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

**SECTION THREE  
PURPOSE**

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

**SECTION FOUR  
OBLIGATIONS OF THE PARTIES**

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

**SECTION FIVE  
OBLIGATION OF WEBER AREA DISPATCH**

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

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

## SECTION SIX INDEPENDENT CONTRACTORS

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

## SECTION SEVEN HOLD HARMLESS

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

## SECTION EIGHT GOVERNMENTAL IMMUNITY

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

## SECTION NINE MANNER OF FINANCING

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

**SECTION TEN  
FILING OF AGREEMENT**

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

**SECTION ELEVEN  
GOVERNING LAW, JURISDICTION, AND VENUE**

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

**SECTION TWELVE  
ANNUAL REVIEW**

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

**SECTION THIRTEEN  
TERMINATION**

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

**SECTION FOURTEEN  
COMPLIANCE WITH LAWS**

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

**SECTION FIFTEEN  
PROPERTY**

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

**SECTION SIXTEEN  
GENERAL PROVISIONS**

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

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

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

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

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

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

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT**

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

Attest:  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

\_\_\_\_\_  
Attorney for Weber Area Dispatch 911  
And Emergency Services District

**WEBER FIRE DISTRICT**

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

Attest:  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

\_\_\_\_\_  
Attorney for Weber Fire District

OGDEN CITY

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

Attest:

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

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

\_\_\_\_\_  
Attorney for Ogden City

SOUTH OGDEN CITY

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

Attest:

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

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

\_\_\_\_\_  
Attorney for South Ogden City

ROY CITY

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

Attest:

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

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

\_\_\_\_\_  
Attorney for Roy City

RIVERDALE CITY

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

Attest:

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

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

\_\_\_\_\_  
Attorney for Riverdale City

NORTH VIEW FIRE DISTRICT

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

Attest:  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

\_\_\_\_\_  
Attorney for North View Fire District

MORGAN COUNTY

By: *Michael L. Newton*  
Its Michael L. Newton Commission Chair

Attest:  
By: *Leslie A. Hyde*  
Its Leslie A. Hyde

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

*Sarah J. Smith*  
Attorney for Morgan County

**MOUNTAIN GREEN FIRE PROTECTION DISTRICT**

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

Attest:  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

\_\_\_\_\_  
Attorney for Mountain Green Fire Protection District

**PLAIN CITY**

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

Attest:  
By: \_\_\_\_\_  
Its \_\_\_\_\_

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

\_\_\_\_\_  
Attorney for Plain City

WASHINGTON TERRACE

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

Attest:

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

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

\_\_\_\_\_  
Attorney for Washington Terrace



# 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  
Email: [jrees@morgancountyutah.gov](mailto:jrees@morgancountyutah.gov)

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

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

Council Meeting Date: March 21, 2023

Time Requested: 3

Name: Garrett Smith

Phone: 801-845-4006

Address: 48 West Young Street

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

Fax: \_\_\_\_\_

Associated County Department: County Attorney's Office

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

Ratification - This agreement amount was approved during budget meetings in 2022 and outlines the monthly compensation for the Justice Court Clerk. This agreement was administratively approved by the Commission and needs to be ratified.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

X

B2

# UTAH INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made between  
MORGAN COUNTY with a mailing address of 48 West Young Street, City of  
MORGAN, State of UTAH ("Client")

AND  
CHRISTINA ARBOGAST with a principal place of business at 2502 N. 1500 W.,  
City of CLINTON 84015, State of UTAH ("Contractor"). The  
Client and Contractor shall be known collectively as the "Parties".

WHEREAS this Agreement shall be made effective on the 1ST day of  
JANUARY, 2023.

THE PARTIES AGREE AS FOLLOWS:

## 1. Services to Be Performed

Contractor agrees to perform the following services: \_\_\_\_\_  
Under the direction of the Justice Court Judge, performs a variety of clerical and general administrative duties to expedite the functions,  
actions, judgments, processes, and procedures associated with the office of the Morgan County Justice Court. ("Services")

## 2. Payment

In consideration for the Services to be performed by Contractor, Client agrees to pay  
Contractor in the following manner: \$1,500.00 per month.

Contractor shall be paid within a reasonable time after Contractor submits an invoice to  
Client. The invoice should include the following: an invoice number, the dates covered  
by the invoice, a summary of the work performed, and any other information or details in  
accordance with this Agreement.

## 3. Expenses (check one)

- Contractor shall be responsible for all expenses incurred while performing Services  
under this Agreement. This includes automobile, truck, and other travel expenses;  
vehicle maintenance and repair costs; vehicle and other license fees and permits;  
insurance premiums; road, fuel, and other taxes; fines; radio, pager, and cell phone  
expenses; meals; and all salary, expenses, and other compensation paid to employees  
or contract personnel the Contractor hires to complete the work under this Agreement.

Client's Initials - MM Contractor's initials - AK

- Client shall reimburse Contractor within thirty (30) days after receipt of an itemized statement for the following expenses that are attributable directly to the Services performed under this Agreement: the County will be responsible for paying postage, witness fees, juror fees etc.

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#### 4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the Services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

#### 5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

(check all that apply)

- Contractor has the right to perform Services for others during the term of this Agreement.

- Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

- Contractor has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement.

- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

- The Services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the Services required by this Agreement.

Client's Initials - MM Contractor's initials - RA

☒ - Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the Services required by this Agreement.

## 6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the Services to be performed under this Agreement.

## 7. State and Federal Taxes

Client shall not: Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; Make state or federal unemployment compensation contributions on Contractor's behalf; or Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing Services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

## 8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health benefits, vacation pay, sick pay, or other fringe benefit plan of Client.

## 9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work or Services performed under this Agreement.

## 10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin work.

## 11. Insurance

Client's Initials - mm Contractor's initials - PA

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

(check all that apply)

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$ \_\_\_\_\_ combined single limit per occurrence for bodily injury and property damage.

- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$ \_\_\_\_\_ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any Services, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

## 12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing Services under this Agreement.

## 13. Term of Agreement

This agreement will become effective on the Effective Date after being signed by both parties and will terminate on the earlier of: the date Contractor completes the Services required by this Agreement or the Client or Contractor terminates this Agreement in accordance with Section 14.

## 14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes: A material violation of this Agreement; Any act exposing the other party to liability to others for personal injury or property damage; or Either party terminating this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

## 15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

Client's Initials - mm Contractor's initials - FA

## 16. Modifying the Agreement

This Agreement may be modified only in writing and signed by both parties.

## 17. Resolving Disputes (check one)

- If a dispute arises under this Agreement, any party may take the matter to Utah state court, jurisdiction of the county of MORGAN; or

- If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in \_\_\_\_\_ County, State of Utah. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in \_\_\_\_\_ County, State of Utah. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

## 18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform Services on Client's behalf.

Proprietary or confidential information includes:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of; Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's Services to Client; and Other (if any): \_\_\_\_\_

Client's Initials - mm Contractor's initials - CA

Upon termination of Contractor's Services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Section 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Section 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

#### 19. Proprietary Information.

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

#### 20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

#### 21. Assignment and Delegation (check one)

- Either Contractor or Client may assign rights and may delegate duties under this Agreement.

- Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

#### 22. Applicable Law

Client's Initials - mm Contractor's initials - RA

This Agreement shall be governed under the laws in the State of Utah, without giving effect to conflict of laws principles.

**23. Attachments.** (check one)

- There are no additional attachments or addendums to this Agreement.

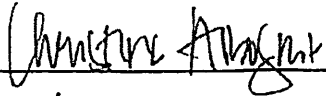
- There are additional attachments or addendums to this Agreement described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**24. Signature Area**

Client's Signature  Date 2/21/2023

Print Name Michael L Newton

Contractor's Signature  Date 3.16.2023

Print Name Christina Arbogast

Name of Company \_\_\_\_\_ Title of Signer \_\_\_\_\_

Taxpayer ID Number (EIN) \_\_\_\_\_

Client's Initials - MLN Contractor's initials - CA



# 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: 801.845.4011  
Fax: 801.829-6716  
Email: [jrees@morgan-county.net](mailto:jrees@morgan-county.net)

**\*\*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

<b>Council Meeting Date:</b>	<u>March 21, 2023</u>	<b>Time Requested:</b>	<u>5 min</u>
<b>Name:</b>	<u>Mike Newton</u>	<b>Phone:</b>	<u>801-317-6275</u>
<b>Address:</b>	<u>County Commission</u>		
<b>Email:</b>	<u>mnewton@morgan-county.net</u>	<b>Fax:</b>	<u></u>
<b>Associated County Department:</b>	<u>Public Works / Fairgrounds</u>		

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

Discussion / Decision - Lease extension for cell tower lease at Fairgrounds.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

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

F3



# 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](mailto: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: 3/21/23 Time Requested: 20 min

Name: Joshua Cook Phone: (801) 845-4059

Address: 48 W. Young Street

Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_

Associated County Department: Planning and Development Department

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

Public Meeting/Discussion/Decision - M & D Nelson Rezone  
**(Public Hearing was advertised and held on 3-7-23. No additional public comment will be taken)**  
 Applicant/owner: Mark Nelson  
 Project Location: West of the Old Highway Road and Cottonwood Canyon Road Intersection  
 Current Zoning: A-20  
 General Plan Designation: Commercial  
 Acreage: 44.75 acres  
 Request: Rezone 44.75 acres of land from A-20 zone to Town Center

WILL YOUR AGENDA ITEM BE FOR:

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

F4



COUNTY COMMISSION  
Staff Report  
Zoning Map Amendment

**PLANNING & DEVELOPMENT**

M & D Nelson Rezone  
Public Hearing  
March 21, 2023

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

**PLANNING COMMISSION MEETING AND RECOMMENDATION:** The Planning Commission met and held a public hearing to discuss the proposed rezoning of approximately 45 acres of land from A-20 to Town Center zoning. After discussion and receiving several comments from the public the PC discussed their findings of fact and reasoning behind forwarding a **Negative** recommendation to the County Commission. The meeting minutes from the December 8<sup>th</sup>, 2022 PC meeting are attached below. The findings proposed by the PC are as follows:

Findings:

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

**STAFF RECOMMENDATION**

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

Findings:

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

## SUMMARY

Applicant is requesting approval of a proposed Zone Map Amendment of approximately 44.75 acres going from Zone A-20 to Town Center (TC). Property is located just West of Old Highway Road intersecting at Cottonwood Canyon Road, also known as Parcel # 00-0003-3728 and serial # 03-005-034-03-NA in Mountain Green, Utah.

## ANALYSIS

### General Plan and Zoning:

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

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

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

The 2010 Morgan County General Plan identifies the following as three of the six visions for the County that may be applicable to the proposal (see pages 4 & 5 of the 2010 Morgan County General Plan):

- 1. Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*
- 2. Morgan County respects property rights and recognizes personal responsibility to the land and communities.*
- 6. Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages or be located within master-planned communities.*

The proposed zone change appears to coincide with the stated vision for Morgan County. Further, the development will be required to adhere to a Development Agreement developed as part of the site plan review and platting process in the future. The Development Agreement will be required to go through the public hearing process as well.

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

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

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

#### **ORDINANCE EVALUATION:**

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

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

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

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

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

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

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

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

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

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

**Approval Standards**

The proposed zoning map change complies with the intent of the Morgan County General Plan

policies and Future Land Use Designation. The change would maintain the character of the area while allowing for mixed use development in the Mountain Green area.

## **RECOMMENDED MOTION**

**Recommended Motion for Approval** – “I move we approve the M&D Nelson Rezone Map Amendment, application number 22.065, changing 44.75 acres from A-20 to TC, based on the findings listed in the staff report dated March 21, 2023.”

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

1. List any additional findings...

## **Supporting Information**

Exhibit A: Future Land Use Map  
Exhibit B: Existing Zoning Map  
Exhibit C: Boundary Description  
Exhibit D: Applicant’s Narrative  
Exhibit E: PC Meeting Minutes 12/8/2022

## **Staff Contact**

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

Exhibit A: Future Land Use Map

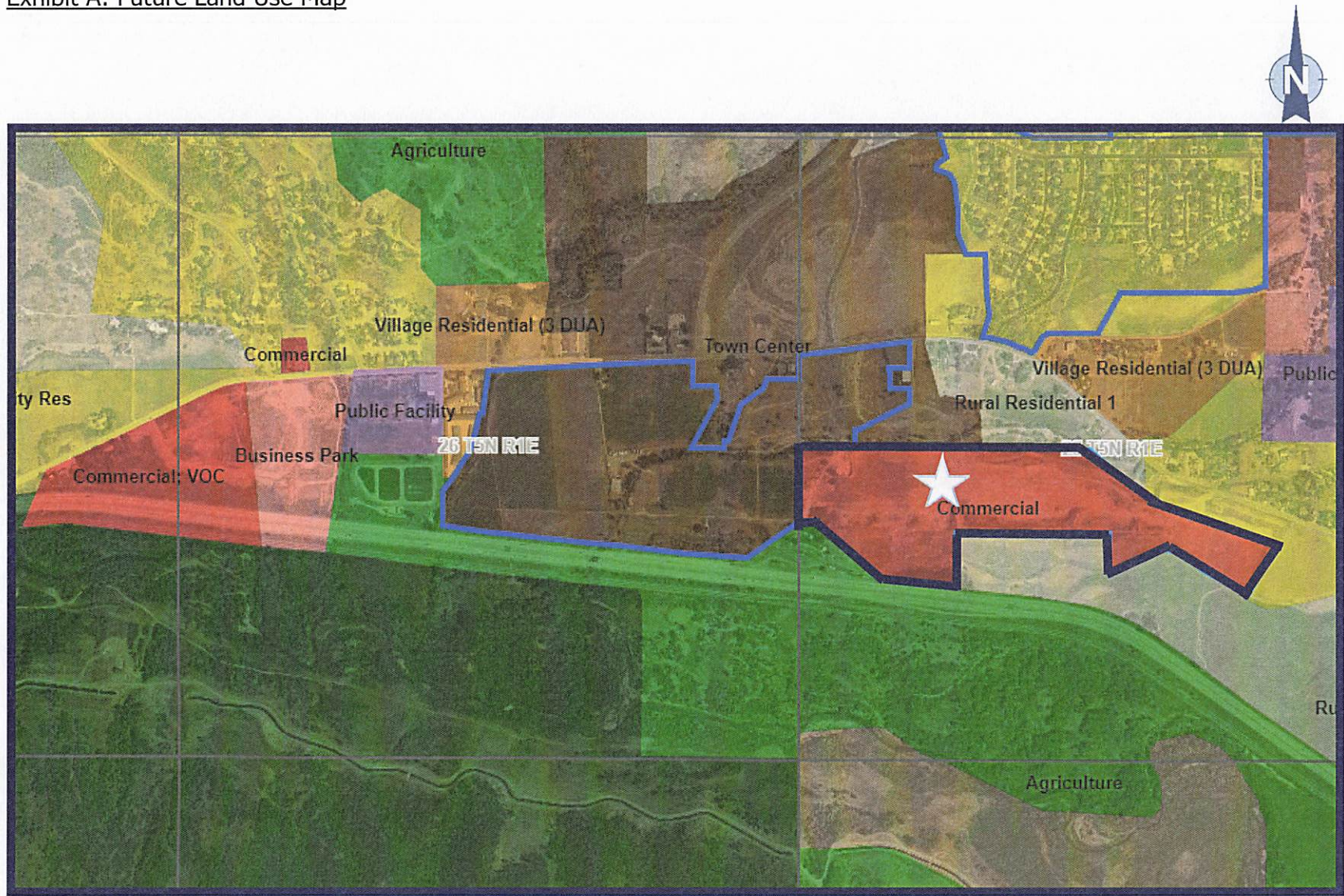


Exhibit B: Existing Zoning

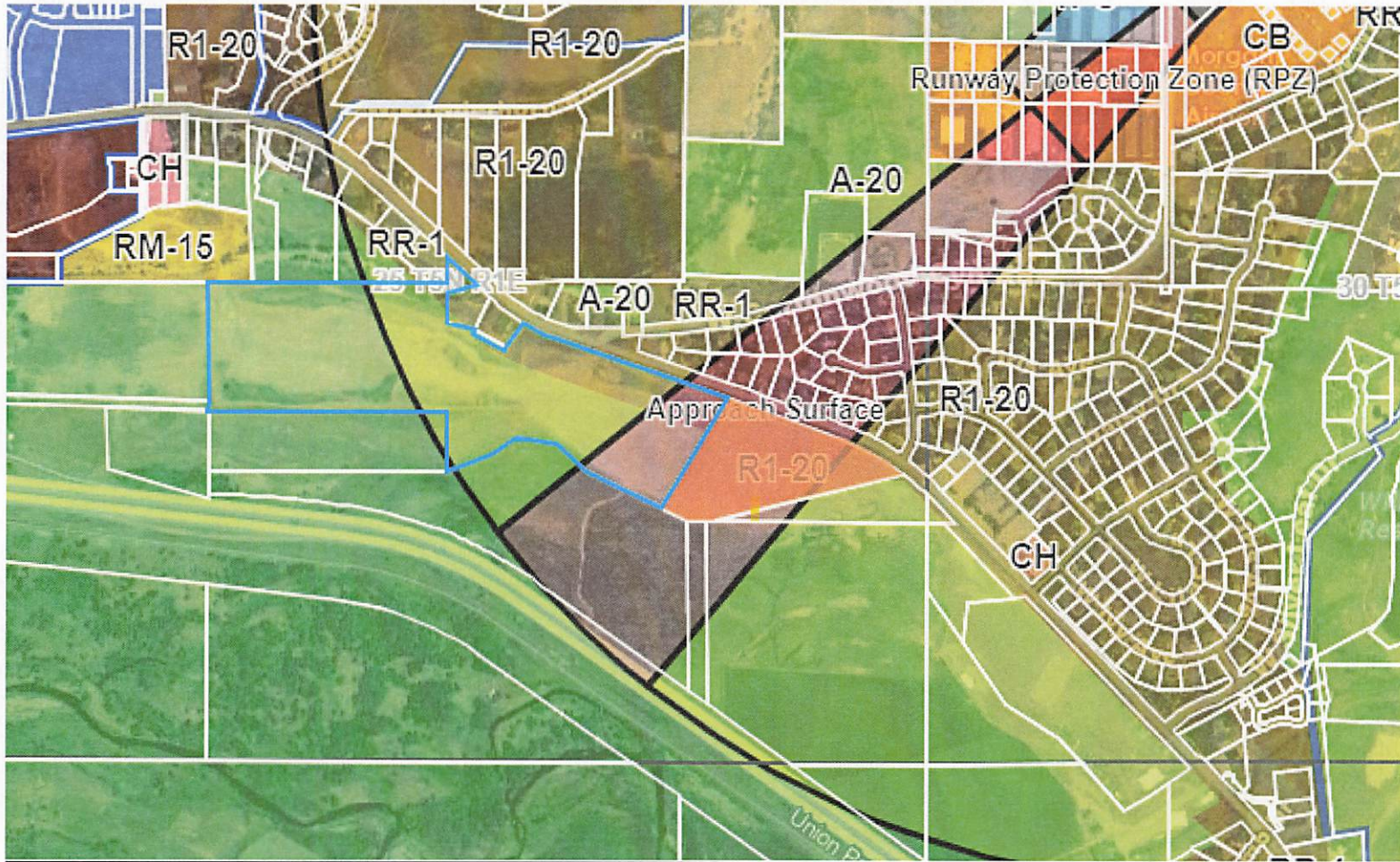


Exhibit C: Property Boundary Description

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

Exhibit D: Applicant's Narrative (Application)



**ZONE MAP/FUTURE LAND USE MAP  
AMENDMENT APPLICATION**

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

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

RECEIVED

OCT 14 2022

# Exhibit E: PC Meeting Minutes 12/8/22

PLANNING COMMISSION MINUTES  
Thursday, December 8, 2022  
Morgan County Commission Room  
6:30 pm

Minutes of the Morgan County Planning Commission meeting at the above time and date at the Morgan County Courthouse, Commission Chambers; 48 West Young St., Morgan, Utah.

**Present PC Members:**

Member Sessions  
Member Ross  
Member Stephens  
Member Wilson  
Member Little  
Member Mayerle

**Not Present PC Members:**

Member Bass

**Staff:**

Josh Cook, Planning Director  
Mickelle Thackeray, Transcriptionist/Permit  
Tech  
Garrett Smith, Morgan County Attorney

**Public Attendance:**

Tina Kelley  
Mike Wasuita  
Betty Wasuita  
Cindy Carter  
Kent Carter  
Leslie Clayton  
Jessie Drage  
Les Adams  
Bryan Phipps  
Mark Miller  
Steve Bybee  
Karen Bybee  
Krystal Bybee  
Thomas Hunt  
Kipp Adams  
Kate Petterson  
Denise Brown  
Ryan Wild  
Donna Ross

1. Call to order – prayer
2. Pledge of Allegiance
3. Approval of agenda

**Member Stephens moved to approve the agenda. Second by Member Mayerle. The vote was unanimous. Motion carried.**

4. Declaration of conflicts of interest

There were no conflicts of interest.

5. Public Comment

Cindy Carter, who lives on Hardscabble Road, said here property has been in her family for seven generations. She said her property borders both sides of the dirt road and paved road. She said her grandchildren cross the road daily and the bus stop is at the turn around at the end of Hardscabble Road. She said the safety of the children is paramount. She says she also raises quarter horses, and the dirt road is right next to the pasture where she has her fous. She said here next biggest concern is the spring that runs through the property, which can become contaminated from all the machinery.

Kate Peterson, who lives on Hardscabble Road, asked if an environmental study had been completed for the project? She said the road is very narrow for the large equipment that travel on it. She said the bus

stop is in front of her house and it has become a hassle with all the trucks blocking the stop. She said the operation has shown a blatant disregard to the rules.

Kent Carter, who lives on Hardscrabble Road, said his first concern is the presumptive easement that runs through the property. He said he would like to see documents that prove there is an easement and right of way to the gravel pit. He said he would also like to see if the Conditional Use Permit is just for a clay mining operation, or does it also cover the 2<sup>nd</sup> gravel pit up the road? He said he would like to see his and his family's concerns be mitigated. If they are mitigated, they would support the Conditional Use Permit.

Kip Adams, from Porterville, requested that the County be respectful of property owners rights and the local, State and Federal Government laws and regulations.

#### **Administrative Discussion:**

**Discussion/Decision: Ray Nettleton** –Approval of a Conditional Use Permit to allow for the construction of a 300,000 to 500,000 gallon water tank on property he owns for the purpose of providing Cottonwood Water an additional source of water for the development of both his adjacent properties, and the future Cottonwood Phases in Mountain Green, Utah.

Cook said the Applicant has requested a continuance until January 12, 2023

**Member Mayerle moved to postpone the Nettleton request for a Conditional Use Permit to January 12, 2023. Second by Member Little. The vote was unanimous. Motion carried.**

**Discussion/Decision: John and Barbara Schlichte** – Approval to modify their existing conditional use permit to allow for concerts and events (weddings and other similar uses). Further, in the future, they are requesting approval to incorporate agribusiness into the uses allowed on-site where they can sell that which they can produce. Located at 3265 South Highway 66 Road, Morgan County, Utah.

Cook said the Applicant has requested a continuance until January 12, 2023.

**Member Sessions moved to postpone the Schlichte request for a Conditional Use Permit Amendment to January 12, 2023. Second by Member Mayerle. The vote was unanimous. Motion carried.**

**Discussion/Decision: Dan Wilkinson** – Approval of a proposed Conditional Use Permit for a Temporary Gravel Pit/Land Excavation in order to grade and level land for future hay storage or potential future farm. The property is located at the terminus of Hardscrabble Road and is identified as Parcel 00-0004-7363 and serial number 01-003-331-01.

Cook presented the Wilkinson's request for approval of a Conditional Use Permit for a temporary gravel pit on their property. The excavation will affect approximately seven (7) acres of land within their property. The excavation of this area began shortly after the first of September. At that time the County Engineer visited Mr. Wilkinson on site and determined that if they were to continue, they would need an excavation permit. Staff and the County engineer have reviewed the submitted plans and found that the plans meet the minimum requirements to obtain an excavation permit. The County Engineer will ensure that all of the required inspections are conducted and will inspect the roads after the excavation is complete to see if any repairs will be required to Hardscrabble Road.

Staff discussed public concerns brought forth in public comment. County Engineer was present and spoke to the commission and explained the different types of excavation and the associated ordinances.

\*Audio of complete conversation is posted for the public at [Planning Commission Packets](#)

[morgancountyutah.gov](http://morgancountyutah.gov).

Krystal Bybee, granddaughter of Dan Wilkinson who is authorized to represent him, said Dan wants to follow the rules and regulations and will provide any documentation or action the County requests. She said the gravel pit is temporary and they will do anything they can to mitigate concerns.

**Member Sessions moved to recommend approval of the Wilkinson Gravel Pit Conditional Use Permit, application #22.070, located at the western terminus of Hardscrabble Road and is identified as parcel number 00-0001-0031 and serial number 01-003-344 with the findings and conditions listed in the staff report dated December 8, 2022 and with the additional conditions:**

- That the excavation is contained entirely on the Wilkinson's property
- Verify that there are no easements running over the site
- That they meet the requirements and standards stated in section 887F of the Morgan County Code
- That the applicant has a valid ROW to the site
- That the number of trucks be limited to 3 per hour with a maximum speed limit of 20 mph on Hardscrabble Road
- That there be no hauling during school bus pick-up and drop-off times

**Second by Member Mayerle. The vote was unanimous. Motion carried.**

**Discussion/Decision – Dane and Wendy Wilkinson –** Approval of a proposed Plat Amendment for the Rose Hill Subdivision Phase 1 No. 4 to divide one lot into two Single-Family lots. The property is located at approximately 5684 N Garnet Drive, Peterson, Utah.

Cook presented the application for the Wilkinson's request for approval of the Rose Hill Phase 4 Subdivision Plat Amendment no.1 to divide the existing lot into two lots. He said the existing lot (Lot 73) is 0.62 acres in size, which is a little larger than 27,000 square feet. After the division Lot 73B will be 0.33 acres in size, approximately 14,375 square feet. Staff has reviewed the requirements and procedures for a plat amendment and have found that the application request meets these standards.

**Member Mayerle moved to recommend approval of the Rose Hill Phase 4 Plat Amendment, application #22.064, located at 5684 Garnet Drive based on the findings and with the conditions listed in the staff report dated December 8, 2022 and with the following additional condition: That the applicant provides the Planning Department with will serve letters for water and sewer before the next County Commission meeting. Second by Member Little. The vote was unanimous. Motion carried.**

#### **Public Hearing Legislative Discussion/Decision:**

**Discussion/Decision: M & D Nelson Rezone –** Approval of a proposed Zone Map Amendment of approximately 44.75 acres going from Zone A-20 to Town Center (TC). Located just West of Old Highway Road intersecting at Cottonwood Canyon Road, also known as serial # 03-005-034-03-NA parcel # 00-0003-3728 in Mountain Green, Utah.

Cook presented the application for the M & D Nelson request for approval of a proposed Zone Map Amendment of approximately 44.75 acres going from Zone A-20 to Town Center (TC). Property is located just West of Old Highway Road intersecting at Cottonwood Canyon Road, also known as Parcel # 00-0003-3728 and serial # 03-005-034-03-NA in Mountain Green, Utah. The applicant wants to develop the property for commercial and multifamily development. The only zoning category that would allow for this type of development is the Town Center (TC) zoning. The General Plan Future Land Use Map (FLUM) shows Commercial and the applicant is requesting a rezone to a Town Center (TC). Staff believes that the request is in conformance with the County's General Plan map and goals and recommends approval.

**Member Bass moved to go into Public Hearing. Second by Member Wilson. The vote was unanimous. Motion carried.**

Tina Kelley addressed the commission and said when the Planning Department was developing the zone for this property in particular, they intended for it to be commercial. She said when the Development Plan was put together, it was intended to have two, possibly three, areas for Town Center. One in Mountain Green, one in Petersen, and possibly one in Croydon. She said if the zoning is changed, it will allow for multiple residents in high density housing. She said the County cannot approve a zoning amendment with conditions.

Mike Wasuita, from Mountain Green, said he does not want Mountain Green to become the next Layton where there are town centers scattered all over the city.

Jessie Drage, from Mountain Green, said she lives right across the street from the subject property and she is concerned about another Town Center being located further down the highway from Mountain Green when they are still working on the development of town center in Mountain Green. She said the county is getting a little bit ahead of itself if the rezone is approved now.

Bryan Phillips, from Mountain Green said he lives on Blue Jay Circle and he is concerned about how spread out the commercial property is in Mountain Green. He said he does not want to see all this spread of commercial property.

Lance Bowman, from Mountain Green, said his concern is for high density housing. He said they already have townhomes going in where the Town Center is supposed to be. He said he does not see any benefit to the County by spreading the Town Center further down the road.

**Member Bass moved to go out of Public Hearing. Second by Member Mayerle. The vote was unanimous. Motion carried.**

The applicant, Thomas Hunt, addressed the Commission. He said he understands and appreciates the concerns of the community. He said he was provided with a 25-page document from the County that describes all the requirements and regulations for building residential and commercial properties in the County. He said the County has done a very good job at laying out the requirements and he will be developing a site that will be appealing to look at for years to come. He said he personally takes interest in this as a resident of Mountain Green and with a family that cares about and stands by the development of this property for years to come.

Cook addressed the Commission and said the General Plan is meant to be a guide of how the County wants to progress in the future.

Chairman Ross said the General plan, for that area specifically, was to be commercial only with no housing. A rezone to Town Center would allow for high density housing.

Member Sessions said she remembers that they took a close look at the site when they were developing the Future Land Use Map, and the intent was to have this site be commercial and have no housing.

**Member Mayerle moved to forward a negative recommendation to the County Commission for the request by M&D Nelson for a Rezone Map Amendment, application number 22.065, changing 44.75 acres from A-20 to TC, based on the findings listed in the staff report dated December 8, 2022 and the request does not conform to the Counties goal for centralized housing and it does not conform to the Counties original plan for use of this area. Second by Member Stephens. The vote was unanimous. Motion carried.**

6. **Worksession: Area Plan Update – Update staff**

The PC and staff discussed the area plans and what has been happening with each member's committee.

7. **Business/Staff Questions.**

8. **Approval of October 27, 2022, Planning Commission minutes.**

**Member Sessions moved to approve the October 27, 2022, Planning Commission meeting minutes. Second by Member Stephens. The vote was unanimous. Motion carried.**

9. **Adjourn.**

**Member Bass moved to adjourn. Second by Member Sessions. The vote was unanimous. Motion carried.**

Approved: \_\_\_\_\_

Chairman, Gary Ross

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

1-12-2023

ATTEST: \_\_\_\_\_

Mickelle Thackeray, Transcriptionist  
Planning and Development Services

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

1-12-23



## 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](mailto: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: 3/21/23 Time Requested: 20 min  
Name: Joshua Cook Phone: (801) 845-4059  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

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

Public Meeting/Discussion/Decision - Legacy Hills Subdivision Phase 2  
Applicant: Brent Anderson  
Property Address: Property located at a parcel at the end of Legacy Hills Road  
Area: 65.7 Acres  
  
General Plan Land Use Designation: Agriculture  
Zoning District: A-20 (Agriculture)  
  
Request: Preliminary and Final Plat

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

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

F5



**COUNTY COMMISSION  
STAFF REPORT**  
March 21, 2023

**PLANNING & DEVELOPMENT**

---

Legacy Hills Subdivision Phase 2  
Public Meeting  
File #22.073

**Applicant:** Brent Anderson  
**Property Address:** Property located at a parcel at the end of Legacy Hills Road  
**Area:** 65.7 Acres

**General Plan Land Use Designation:** Agriculture  
**Zoning District:** A-20 (Agriculture)

**Request:** Preliminary and Final Plat

---

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission heard the application on March 9, 2023. After the staff presentation the Commission made a recommendation to forward a positive recommendation to the County Commission. As this is a small subdivision, typically, the approval of the preliminary and final plat would be within the Planning Commission's purview to approve. However, the subdivision application shows that the three lots being created will be served by a single road that exceeds 750 feet in length. In such a case the Morgan County Code requires that the County Commission approve this proposed street design with a positive recommendation provided by the Fire Chief. The Fire Chief has submitted a letter to the Planning Department recommending approval.

**SUMMARY**

The applicant is requesting approval of three lots to be developed further along Legacy Hills Road. Each of these three lots is at a minimum of 20 acres in size. The roadway itself is greater than 750 feet in length. As such, approval of this roadway exceeding 750 feet in length requires approval by the County Commission with positive recommendation from the Fire Department. Staff is hereby recommending approval of the requested Preliminary and Final Plat based on the following findings and with conditions listed below:

**Findings:**

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with applicable zoning regulations.
4. That the developer will install any requisite infrastructure, including roadways, water lines, etc.
5. That the proposal is not detrimental to the health, safety, and welfare of the public.
6. The County Engineer approves the drainage plans.

**Conditions:**

1. That all outsourced consultant fees are paid current prior to final plat recordation.

2. That all requirements and concerns of the County Engineer, Surveyor, and Geologist are met.
3. That all other local, state, and federal laws are adhered to.
4. That all preliminary and final plat requirements including geologic hazards be addressed.

## **PROJECT DESCRIPTION**

The applicant is seeking approval of a subdivision Preliminary and Final Plat located at approximately 2801 N Morgan Valley Drive. The property consists of 65.7 acres, the subdivision will consist of three lots: Lot 4, 5, and 6 will each be at least 20 acres. The subdivision proposes to use individual wells for their water source and individual septic tanks for their proposed method of sewage disposal. The access and frontage will be obtained from the proposed private street off of Morgan Valley Drive which will be extended into a cul-de-sac with some hammerheads along its length. The proposal is being reviewed for preliminary and final design standards as required by Morgan County Code (MCC).

With the recommendations contained in this Staff Report, the application appears to meet the minimum of requirements for the preliminary and final subdivision platting of the subdivision ordinances.

## **ZONING**

*General Plan and Zoning.* The subject property is located along the southern portion of N Morgan Valley Dr. in unincorporated Morgan County in the Peterson Area (see Exhibit A). The 2010 Morgan County General Plan and Future Land Use Map (see Exhibit B) have designated this area along Morgan Valley Dr. as Agricultural.

The purpose of the Agriculture designation is:

*This designation identifies areas of existing agricultural land uses. The purpose of this land use designation is to support viable agricultural operations in Morgan County, while allowing for incidental large-lot residential and other uses. The residential density in this category is up to 1 unit per 20 acres. (See 2010 Morgan County General Plan page 7)*

The Purposes of the A-20 zone are:

*To promote and preserve in appropriate areas conditions favorable to agriculture and to maintain greenbelt spaces. These districts are intended to include activities normally and necessarily related to the conduct of agriculture and to protect the district from the intrusion of uses inimical to the continuance of agricultural activity.*

The proposal is in compliance with these purpose statements.

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## ANALYSIS OF STANDARDS

Standards	Findings	Rationale
<p><b>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-64 states the following:</b></p> <p><i>Prior to the County Council's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County an <u>amended plat map and complete supporting preliminary plat and final plat</u> information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.</i></p> <p><i>Therefore, this plat amendment has been reviewed for preliminary and final plat standards.</i></p>		
<p><b>8-12-24: PRELIMINARY PLAT SUBMITTAL:</b> <i>The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:</i></p>		
A	<p><b>Vicinity Map</b></p> <ol style="list-style-type: none"> <li>1. Drawn at a maximum scale of one thousand feet (1,000') to the inch.</li> <li>2. Show all existing and proposed roadways in the vicinity of the proposed development.</li> <li>3. A north arrow.</li> <li>4. The nearest section corner tie.</li> <li>5. Subdivision name.</li> </ol>	Complies
B	<p><b>Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.</b></p>	Complies
C	<p><b>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</b></p> <ol style="list-style-type: none"> <li>1. Drawn at a scale not smaller than one hundred feet (100') to the inch.</li> <li>2. A north arrow.</li> <li>3. Subdivision name.</li> <li>4. The layout and names and widths of existing and future road rights of way.</li> <li>5. A tie to a permanent survey monument at a section corner.</li> <li>6. The boundary lines of the subdivision with bearings and distances.</li> <li>7. The layout and dimensions of proposed lots with lot areas in square feet.</li> <li>8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces.</li> <li>9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings.</li> <li>10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas.</li> <li>11. Location and ownership of all adjoining tracts of land.</li> </ol>	Complies
D	<p><b>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</b></p> <ol style="list-style-type: none"> <li>1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.</li> <li>2. Topography at two foot (2') contour intervals.</li> <li>3. North arrow.</li> <li>4. Subdivision name.</li> <li>5. Areas of substantial earthmoving.</li> </ol>	Complies

	<ol style="list-style-type: none"> <li>6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains.</li> <li>7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA).</li> <li>8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage.</li> <li>9. Show any existing wetlands.</li> <li>10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012)</li> </ol>		
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> <li>1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.</li> <li>2. North arrow.</li> <li>3. Subdivision name.</li> <li>4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications.</li> <li>5. Show location and dimensions of all utility easements.</li> </ol>	Complies	
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> <li>1. A copy of a geotechnical soils report.</li> <li>2. A traffic report when required by the planning commission or county engineer.</li> <li>3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision.</li> <li>4. Service agreements from all utility companies or providers.</li> <li>5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval.</li> <li>6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist.</li> <li>7. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development.</li> <li>8. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred</li> </ol>	Complies	

	(800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply. 9. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.		
G	When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.	Complies	
H	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	Complies	
I	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	Complies	
J	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	Complies	
K	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	Complies	
L	Any additional submittal requirements required for or by master planned development reserves, specific development agreements, or requirements and conditions of other applicable ordinances or previous approvals. (Ord. 10-16, 12-14-2010)	Does not apply	
<b>8-12-32: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:</b>			
A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.	Complies	
B	The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.	Complies	
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	
D	Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat	Will Comply	

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

	<p>monuments shall be shown on the final plat:</p> <ol style="list-style-type: none"> <li>1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties;</li> <li>2. All right of way monuments at angle points and intersections as approved by the county surveyor.</li> </ol>		
N	<p>The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate:</p> <ol style="list-style-type: none"> <li>1. Professional land surveyor's "certificate of survey".</li> <li>2. Owner's dedication certificate in the following form:</li> </ol> <p><i>OWNERS DEDICATION</i></p> <p><i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 20.</i></p> <p><i>(Add appropriate acknowledgments)</i></p> <ol style="list-style-type: none"> <li>3. Notary public's acknowledgement for each signature on the plat.</li> <li>4. A correct metes and bounds description of all property included within the subdivision.</li> <li>5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat.</li> <li>6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor.</li> <li>7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat.</li> <li>8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards.</li> <li>9. When a subdivision contains lands which are reserved in private ownership for community use,</li> </ol>	Complies	

	including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county.		
O	On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.	Complies	
P	A note on the plat which states the following:  <i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i>  (Ord. 10-16, 12-14-2010)	Complies	

**Department Comments**

Public Works: No comments

Fire/EMS Services: Letter of positive recommendation for the length of the road was provided by Fire.

Engineering: Comments were addressed or are minor and will be addressed prior to recordation.

Surveying: No comments yet, but will need to be addressed if received.

Recorders: No comments

## **Recommended Motion**

Recommended Motion for *approval* – “I move we approve Legacy Hills Small Subdivision Preliminary and Final Plat, application number 22.073, allowing for a three-lot subdivision of land located at approximately 2801 N Morgan Valley Drive, based on the findings and with the conditions listed in the staff report dated March 21, 2023.”

Recommended Motion for *approval with additional conditions* – “I move approve Legacy Hills Small Subdivision Preliminary and Final Plat, application number 22.073, allowing for a three-lot subdivision of land located at approximately 2801 N Morgan Valley Drive, based on the findings and with the conditions listed in the staff report dated March 21, 2023, and with the following additional conditions:”

1. List any additional conditions

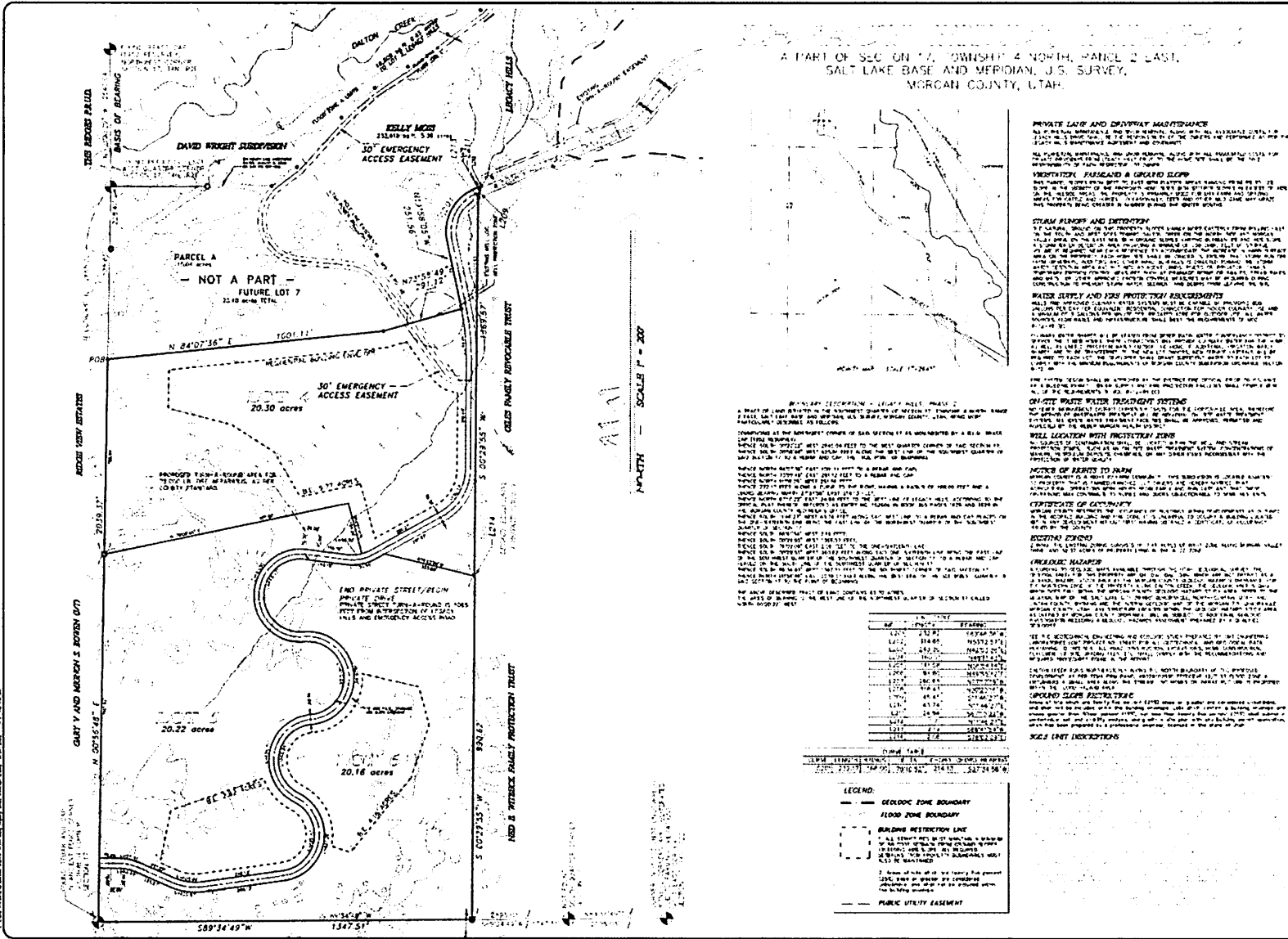
Recommended Motion for *denial* – “I move we deny Legacy Hills Small Subdivision Preliminary and Final Plat, application number 22.073, allowing for a three-lot subdivision of land located at approximately 2801 N Morgan Valley Drive, *based on the following findings:*”

1. List any additional findings...

## **Supporting Information**

Exhibit A: Vicinity Map  
Exhibit B: Future Land Use Map  
Exhibit C: Preliminary Plat  
Exhibit D: Final Plat  
Exhibit E: Fire Department Letter  
Exhibit F: Application

# Exhibit A: Vicinity Map



**LEGACY HILLS, PHASE 2**

**MOUNTAIN ENGINEERING**

2222 N. D. H. DRIVE, SUITE 100  
SALT LAKE CITY, UT 84119  
TEL: (801) 488-1888

DATE: 03/21/2023  
PROJECT: LEGACY HILLS, PHASE 2  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

# Exhibit B: Future Land Use Map



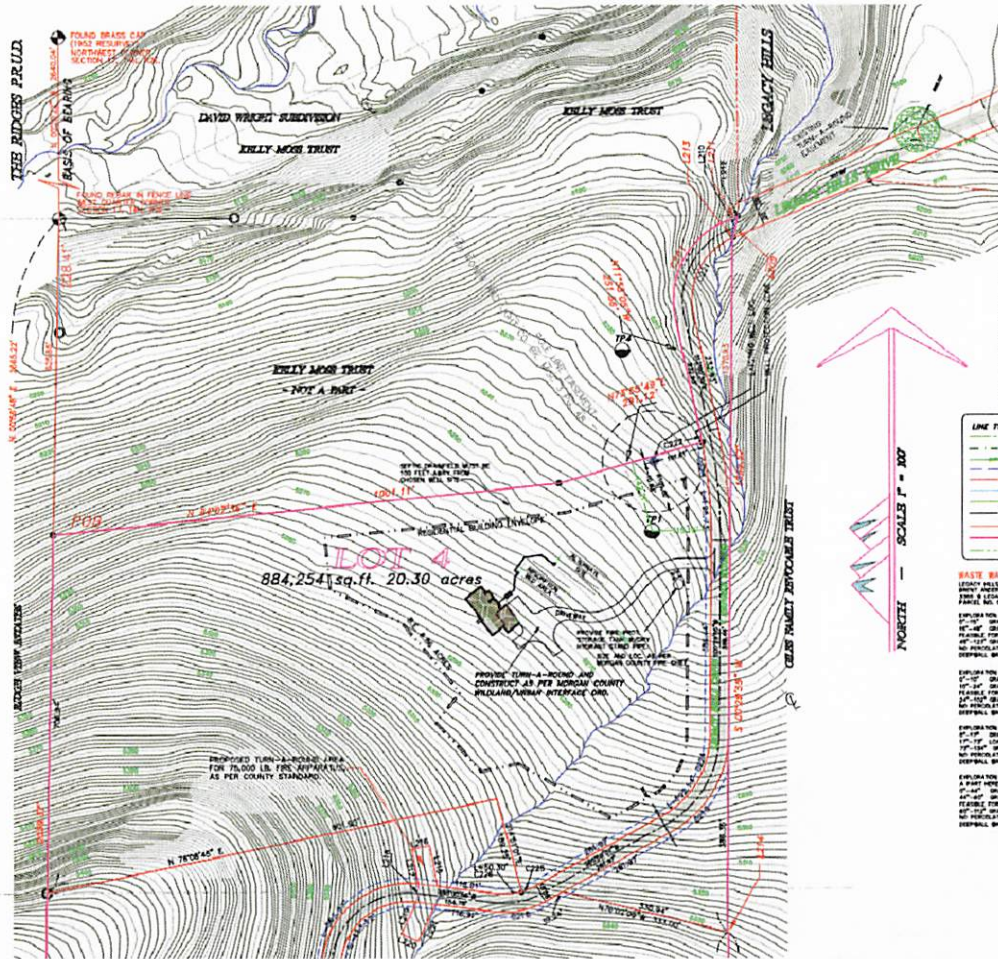
### Exhibit C: Existing Zoning Map



Exhibit D: Preliminary Plat

PRELIMINARY PLAN  
**LEGACY HILLS, PHASE 2**

A PART OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST,  
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY,  
 MORGAN COUNTY, UTAH.



ALL PRIVATE STREETS AND PRIVATE DRIVEWAYS INCLUDING TURN A ROUND WIDTHS AND RADII, LANDSCAPING, FIRE FIGHTING FACILITIES, AND HOME CONSTRUCTION SHALL CONFORM TO THE MORGAN COUNTY WILDLAND/URBAN INTERFACE ORDINANCE NOW IN EFFECT.

**LEGEND:**

- FLOOD ZONE BOUNDARY
- BUILDING RESTRICTION LINE
- ALL STRUCTURES MUST MAINTAIN A MINIMUM EXISTING LOT WIDTH FROM EXISTING PROPERTY BOUNDARIES MUST ALSO BE MAINTAINED
- 2. Areas of lots which are less than the percent (AREA) shown on graphic are considered unshaded, and shall not be included within the building envelope.
- PUBLIC UTILITY EASEMENT

**LINE TYPE LEGEND**

- DESIGN CENTERLINE
- GEOLOGIC LIMIT BOUNDARY
- PERMEABLE FENCE LINE
- UTILITY EASEMENT
- EXISTING AERIAL POWER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING SEWER MAIN
- EXISTING CULINARY WATER LINE
- PROPOSED PROX/LOT BOUNDARY
- SUBDIVISION BOUNDARY
- EXISTING PROP BOUNDARY

**WASTE WATER AND SOILS EVALUATION NO. 10294**  
 LEGACY HILLS, PHASE 2  
 1. ALL STRUCTURES MUST MAINTAIN A MINIMUM EXISTING LOT WIDTH FROM EXISTING PROPERTY BOUNDARIES MUST ALSO BE MAINTAINED

**LINE TABLE**

LINE	LENGTH	BEARING
L201	232.80	S89°48'30"E
L202	114.80	N02°12'27"W
L203	243.30	N45°25'30"E
L204	160.50	N48°11'47"E
L205	141.50	N06°51'47"E
L206	184.80	N15°55'47"E
L207	280.80	N42°17'37"E
L208	318.40	N10°20'18"E
L209	45.40	S11°46'17"E
L210	48.74	N11°46'17"E
L211	24.84	S18°20'22"E
L212	1.70	N11°46'17"E
L213	2.10	S68°15'34"E
L214	2.00	N11°46'17"E
L215	81.14	N11°34'30"E
L216	96.00	S18°20'22"E
L217	10.00	N11°34'30"E
L218	96.00	S08°50'04"E
L219	70.00	N11°34'30"E
L220	50.00	N44°57'17"E
L221	81.74	S48°52'47"E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C201	232.17	164.00	79°10'57"	214.13	S42°24'56"E
C202	207.50	150.00	77°52'54"	191.19	S42°14'54"E
C203	218.29	1000.00	12°30'29"	217.86	N05°48'18"W
C204	211.14	200.00	82°29'17"	203.47	N32°44'31"E
C205	84.25	150.00	30°58'51"	82.95	N10°50'05"E
C206	503.14	150.00	182°20'18"	294.16	S02°48'50"E
C207	73.25	150.00	188°22'44"	300.00	N05°28'50"E
C208	388.00	150.00	148°26'42"	284.80	S12°43'28"E
C209	281.40	150.00	145°42'48"	289.67	N07°17'17"E
C210	110.40	200.00	31°57'57"	109.96	S81°03'04"E
C211	80.10	180.00	22°59'22"	80.78	N17°33'31"E
C212	50.96	130.00	22°59'22"	50.81	N17°33'31"E
C213	120.97	210.00	31°57'57"	119.43	S81°03'04"E
C214	427.20	168.00	145°42'48"	321.07	N07°17'17"E
C215	242.54	130.00	148°26'42"	264.16	S12°43'28"E
C216	528.90	168.00	188°22'44"	336.83	N02°48'50"E
C217	443.12	130.00	182°20'18"	292.47	S02°48'50"E
C218	106.56	168.00	38°59'17"	113.83	N78°50'15"E
C219	230.14	210.00	65°29'12"	216.80	N32°44'31"E
C220	222.22	1018.00	12°30'29"	221.78	N05°48'18"E
C221	182.42	130.00	79°10'57"	168.24	S42°24'56"E
C222	18.48	380.00	138°13'18"	18.83	N112°25'47"E
C223	195.72	896.00	172°22'19"	195.41	N02°12'27"W
C224	193.14	180.00	80°29'21"	183.14	N32°44'31"E
C225	32.48	130.00	145°42'48"	32.54	N02°48'50"E
C226	80.50	130.00	182°20'18"	80.00	N06°51'47"E
C227	563.97	168.00	182°20'18"	334.00	S02°48'50"E
C228	415.90	130.00	188°22'44"	264.00	N05°28'50"E
C229	338.71	168.00	148°26'42"	313.44	S12°43'28"E
C230	336.70	130.00	145°42'48"	252.27	N07°17'17"E
C231	100.90	180.00	31°57'57"	99.20	S81°03'04"E
C232	81.48	168.00	32°29'22"	84.90	N17°33'31"E

SHEET 2 OF 3

MORGAN COUNTY RECORDER

**LEGEND:**

- FOUND MARK AS RECORDED
- SET BY SURVEYOR OR AS RECORDED
- SET BY OWNER OR AS RECORDED
- SET BY OWNER AND SURVEYOR
- MORGAN CITY INSTRUMENTS AS RECORDED
- RECORD DATA

ENTRY NO. \_\_\_\_\_ FILED FOR RECORD AND RECEIVED BY \_\_\_\_\_ OF THE OFFICIAL RECORDS. DATE \_\_\_\_\_

RECORDED FOR \_\_\_\_\_

MORGAN COUNTY RECORDER \_\_\_\_\_ DEPUTY

**MOUNTAIN ENGINEERING**  
 111 N. CHURCH ROAD  
 MORGAN, UT 84050  
 TEL (801) 676-3978

CONVEYANCE BY \_\_\_\_\_  
 TO \_\_\_\_\_  
 DATE \_\_\_\_\_



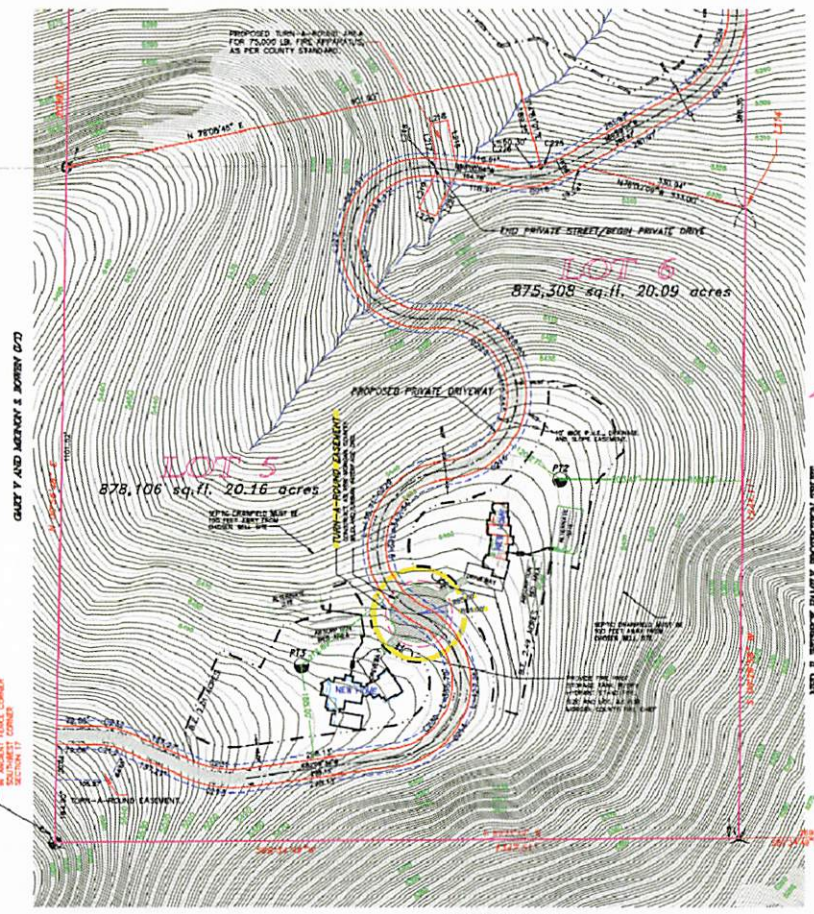
DESIGNED BY \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 DATE: FEB 26, 2023

LEGACY HILLS, PHASE 2  
 PRELIMINARY PLAN  
 TOWNSHIP 4 NORTH, RANGE 2 EAST,  
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
 MORGAN COUNTY, UTAH

# PRELIMINARY PLAN

## LEGACY HILLS, PHASE 2

A PART OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST,  
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY,  
MORGAN COUNTY, UTAH.



**LEGEND:**

- FLOOD ZONE BOUNDARY
- BUILDING RESTRICTION LINE
- 5. ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 30 FEET SETBACK FROM ADJACENT SLOPES EXISTING FLOOD ZONE. ALL REQUIRED SETBACK FROM PROPERTY BOUNDARIES MUST ALSO BE MAINTAINED.
- 2. Areas of this plan are hereby set apart (ENC) and to be used as indicated, including, but not limited to, the following purposes:
- PUBLIC UTILITY EASEMENT

**LINE TYPE LEGEND**

- DESIGN CENTERLINE
- DEVELOPE LIMIT BOUNDARY
- UTILITY EASEMENT
- EXISTING AERIAL POWER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING SEWER MAIN
- EXISTING CULINARY WATER LINE
- PROPOSED PROP/LOT BOUNDARY
- DEVELOPMENT BOUNDARY
- EXISTING PROP BOUNDARY

**LINE TABLE**

LINE	LENGTH	BEARING
L201	232.82	S87°48'38" W
L202	114.86	S85°17'27" E
L203	245.35	N40°02'00" E
L204	188.81	N48°11'47" E
L205	147.58	S00°04'14" E
L206	184.83	N09°25'52" E
L207	262.85	N27°17'18" E
L208	318.83	N00°20'18" E
L209	45.43	S11°14'27" E
L210	43.74	N11°16'27" E
L211	24.84	S81°02'27" E
L212	1.71	N11°16'27" E
L213	2.73	S68°17'54" E
L214	4.24	S70°02'00" E
L215	81.74	N11°14'30" E
L216	38.55	S78°50'25" E
L217	10.55	N11°14'30" E
L218	38.55	S08°50'25" E
L219	10.55	S23°32'43" E
L220	38.55	S68°17'54" E
L221	81.74	S23°32'43" E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	FEET	CHORD	CHORD BEARING
C201	232.17	168.00	7970'52"	214.13	S27°24'58" W
C202	207.80	168.00	7970'52"	191.11	S27°24'58" W
C203	218.29	1000.00	143°32'28"	217.86	N02°48'18" E
C204	211.14	200.00	89°29'12"	207.47	N30°44'21" E
C205	84.25	100.00	58°58'17"	82.70	N18°58'00" E
C206	163.84	160.00	184°20'18"	298.26	S00°48'58" E
C207	279.27	160.00	186°22'48"	488.00	N00°59'24" E
C208	548.53	160.00	148°30'48"	298.80	S10°41'18" E
C209	581.49	160.00	148°42'48"	298.81	N09°17'07" E
C210	110.88	200.00	87°47'37"	109.94	S81°28'00" E
C211	60.19	100.00	22°52'22"	59.78	N77°33'31" E
C212	83.96	150.00	22°59'24"	82.65	N77°33'31" E
C213	129.97	210.00	8°14'27"	129.82	S81°58'28" E
C214	432.25	168.00	143°42'48"	321.07	N09°17'07" E
C215	542.34	150.00	180°22'48"	294.15	N09°09'52" E
C216	524.90	168.00	180°22'48"	296.00	N09°09'52" E
C217	443.12	150.00	180°20'18"	282.47	S00°48'58" E
C218	708.58	168.00	180°20'18"	353.83	N18°58'00" E
C219	235.14	218.00	80°29'24"	210.85	N17°54'18" E
C220	222.22	1918.00	1°30'27"	221.78	N09°45'18" E
C221	183.42	150.00	78°52'00"	188.25	S27°24'58" W
C222	183.42	150.00	190°17'	188.25	N11°27'58" E
C223	198.75	198.10	112°22'28"	183.47	N09°12'24" E
C224	151.14	180.00	60°29'17"	151.84	S37°44'17" E
C225	324.83	180.00	140°50'32"	323.84	S08°04'37" E
C226	60.30	150.00	21°30'00"	60.00	N00°00'00" E
C227	561.97	168.00	180°20'18"	354.05	S00°48'58" E
C228	418.59	150.00	180°22'48"	284.00	N09°09'52" E
C229	418.59	168.00	148°28'48"	323.44	S10°41'18" E
C230	336.70	150.00	143°42'48"	292.27	N09°17'07" E
C231	100.90	180.00	87°47'37"	99.70	S81°07'38" E
C232	87.47	168.00	22°52'22"	86.96	N77°33'31" E

**WASTE WATER AND SOILS EVALUATION NO. 15294**

**SEWER MAIN PLAN**

PLAN NO. 21-000-048 AND 05-000-001

EXPLANATION SET NO. 15 IS A SET OF 15 SHEETS BEING LOTS 6 AND 5.

1. ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 30 FEET SETBACK FROM ADJACENT SLOPES EXISTING FLOOD ZONE. ALL REQUIRED SETBACK FROM PROPERTY BOUNDARIES MUST ALSO BE MAINTAINED.

2. Areas of this plan are hereby set apart (ENC) and to be used as indicated, including, but not limited to, the following purposes:

3. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

4. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

5. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

6. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

7. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

8. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

9. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

10. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

11. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

12. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

13. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

14. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

15. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND WIDTH SPECIFIED ON THESE PLANS.

ALL PRIVATE STREETS AND PRIVATE DRIVEWAYS INCLUDING TURN A ROUND WIDTHS AND RADIAL LANDSCAPING, FIRE FIGHTING FACILITIES, AND HOME CONSTRUCTION SHALL CONFORM TO THE MORGAN COUNTY WILDLAND/URBAN INTERFACE ORDINANCE NOW IN EFFECT.

SHEET 3 OF 3

**MORGAN COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FILE NO. \_\_\_\_\_

PAGE NO. \_\_\_\_\_ RECORD NO. \_\_\_\_\_

BOOK \_\_\_\_\_ OF THE OFFICIAL RECORDS

RECORDED FOR: \_\_\_\_\_

DATE: \_\_\_\_\_

MORGAN COUNTY RECORDER DEPUTY

**LEGEND:**

- FLOOD MARK AS INDICATED
- SET A'S BENCH MARK OR AS INDICATED
- SET A'S BENCH MARK OR AS INDICATED
- MORGAN CITY MONUMENTS AS INDICATED
- ( ) RECORD DATA

**MOUNTAIN ENGINEERING**  
2250 W OLD HIGHWAY ROAD  
MORGAN, UTAH 84050  
TEL (801) 894-5978

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**LEGACY HILLS, PHASE 2**  
PRELIMINARY PLAN  
A PART OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST,  
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY,  
MORGAN COUNTY, UTAH.

---

DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

---

PROJECT NO. \_\_\_\_\_  
SHEET \_\_\_\_\_ OF \_\_\_\_\_  
FILE NO. \_\_\_\_\_



## **Exhibit E: Fire Department Letter**

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There is no way to construct a secondary access road for lots five and six. It cannot reasonably be done due to mitigating circumstances. Because of this, we are recommending the secondary access for the first lots also be done away with. There is a limited number of lots in this development (7). If a new number is identified and there are any additions, secondary road requirements will be re-evaluated.

The following bullet points will be addressed with each individual lot and will be required at the time of construction.

- \* Dwellings will be sprinklered, with no minimum square footage requirement.
- \* Building construction will be to the highest wui code standards (roof, exterior, etc.)
- \* No water system available, water will be supplied via tanks with a dry hydrant. Tank size to be determined by building size and vegetation impacts.
- \* Vegetation plan will identify defensible space next to the structure immediately adjacent and 30 feet from the structure. Plan will include vegetation type, quantity and arrangement.
- \* Driveways and access to the dwelling will meet Urban Wildland Interface codes.

David A Rich  
Fire Marshal

**Exhibit F: Application**

Small Subdivision Application  
 Planning and Development Services  
 48 West Young Street, Morgan, UT 84050  
 (801) 845-4015 Fax (801) 845-6087  
 www.morgancountyutah.gov



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

Project Information					
Date of Submission: <u>11/25/22</u>	Zone: <u>A-20</u>	Serial#(s): <u>01-004-244243</u>	Parcel #(s): <u>00-6001-6301</u>	<u>6293</u>	
Project Name: <u>Legacy Hills Phase 2</u>			Acres: <u>65</u>		
Project Address: <u>Approx. 2801 N. Morgan Valley Dr.</u>					
Project Description: <u>3 - 20 Acre Lots</u>					
Property Owner(s): <u>Legacy Hills LLC</u>			Applicant(s): <u>Brent Anderson</u>		
Address: <u>3355 W. Legacy Hills Dr.</u>			Address: <u>3355 W. Legacy Hills Dr.</u>		
City: <u>Morgan</u>	State: <u>Ut</u>	Zip: <u>84050</u>	City: <u>Morgan</u>	State: <u>Ut</u>	Zip: <u>84050</u>
Phone: <u>801-499-9484</u>			Phone: <u>801-499-9484</u>		
Contact Person: <u>Brent Anderson</u>			Address:		
Phone: <u>801-499-9484</u>			City:	State:	Zip:
Cellular:	Fax:	Email:			

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

**Small Subdivision Application Fees**

Number of Lots: 3

900 Small Subdivision (Preliminary & Final Plat)..... \$750.00 plus \$50.00/lot  
 \_\_\_\_\_ Engineering review fees..... \$Actual Cost  
 \_\_\_\_\_ Surveyor/Review Fees..... \$Actual Cost  
 \_\_\_\_\_ Outside Consultants or Outsourced Staff Fee..... \$Actual Cost  
60 Noticing Fee..... \$60.00

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

**March 20, 2023**

**To: Morgan County Commission**

**Reference: Legacy Hills Phase 1 and 2.**

**Problem:** Once the main road to this development dries out in the spring and until we have snow in the winter there are major daily dirt storms caused by traffic or wind. This dirt builds up inside and outside of our home. This keeps us from being able to open our windows and is a health hazard.

**Our property borders Legacy Hills from the entrance for first 600 feet. There is constant traffic from owners and construction vehicles that causes large amounts of dirt in the air. Also, anytime there is wind we have a major dirt storm.**

**Solution:** Require the road to be sprayed regularly to eliminate flying dirt until it is paved.

**Ed and Debra Kinsey**

**801 791-4888**

**2809 N Morgan Valley Drive**



## 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](mailto: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: 3/21/23 Time Requested: 20 min  
Name: Joshua Cook Phone: (801) 845-4059  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

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

Public Meeting/Discussion/Decision - WPR Village Amenities

Applicant: Wasatch Peaks Ranch, LLC  
Property Address: Access located at approximately 4195 N 3800 W  
Area: 5 Acres

General Plan Land Use Designation: Wasatch Peaks Ranch DA  
Zoning District: Resort Special District, F-1, Wasatch Peaks Ranch Development Agreement

REQUEST:  
WPR requests approval of the Site Plan for the Village Amenities area.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

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

F4



## COUNTY COMMISSION

### STAFF REPORT

Site Plan

March 21, 2023

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WPR Village Amenities  
Public Meeting  
File #22.071

**Applicant:** Wasatch Peaks Ranch, LLC

**Property Address:** Access located at approximately 4195 N 3800 W

**Area:** 5 Acres

**General Plan Land Use Designation:** Wasatch Peaks Ranch DA

**Zoning District:** Resort Special District, F-1, Wasatch Peaks Ranch Development Agreement

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**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission met on March 9, 2023 to discuss the WPR Village Amenities site plan review. The site plan review has undergone several reviews and one major resubmittal. The current submittal meets all minimum requirements related to lighting, landscaping, and parking. There are no additional comments from engineering. Planning Commission recommended approval to the County Commission 5-0.

**REQUEST:**

WPR requests approval of the Site Plan for the Village Amenities area.

**STAFF RECOMMENDATION:** County Staff has reviewed the application for the Village Amenities Site Plan. Staff recommends approval of the requested site plan based on the following findings and with the conditions listed below:

**Findings:**

1. The proposal complies with the Morgan County 2010 General Plan.
2. The proposal shall comply with applicable zoning regulations, including 8-4 in its entirety, 8-6-27 Landscaping, and 8-6-44 Lighting with the added stipulations.
3. The developer will install any requisite infrastructure, including roadways, utilities, amenity areas, etc.
4. This proposal is not detrimental to the health, safety, and welfare of the public.

**Conditions:**

1. That all outsourced consultant fees are paid current prior to final plat recordation.
2. That all other local, state, and federal laws are adhered to.

## **PROJECT DESCRIPTION:**

### **Proposal Details**

The subject property is located south and east of Phase 1. The Village Amenities will include five main buildings, and five hospitality cabins. Each cabin will use a residential unit count and is approximately 3,537 square feet in size. Total building footprint is approximately 32,018 square feet.

### **SITE PLAN SUBMITTAL**

The Village Amenity site plan is to be located South and East of Phase 1 and the total area for the scope of the amenities is approximately 5 acres in area. Within the area there will be five main amenity buildings, five hospitality cabins, and multiple temporary parking areas. In the future, a permanent parking structure will be constructed. When the parking structure is constructed the temporary lots will be removed and revegetated.

The amenity buildings will include a Tavern at approximately 7,275 square feet, a Skier Services Building at approximately 10,735 square feet, an Outfitters at 4,497 square feet, a Market at 6,715 square feet, and a Family Activity Barn at 3,296 square feet.

Given the proposed uses within the amenity buildings and the hospitality cabins a total of 137 parking spaces will be needed. The application is proposing enough spaces to satisfy this minimum requirement. The plans contain the parking calculations.

### **Landscaping**

Landscaping requirements for commercial and multifamily residential development is outlined within section 8-6-27 of the MCC, and states the following:

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

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

*C. Nonconforming Status: Landscaping shall be deemed a substantive rather than a procedural requirement, such that any use of property on the effective date hereof, which is*

*nonconforming only as to landscaping, may be continued in the same manner as if the landscaping were conforming.*

*D. Plot Plan: Where landscaping is required, a landscaping plan, drawn to scale, and stamped by a landscape architect, licensed in the state of Utah, shall be submitted as part of the application submittal requirements. The landscaping plan shall contain at least: the location and common and Latin names of all trees, shrubs, and ground covers; the size in caliper, gallon, or height, as applicable to the particular landscaping type; any nonvegetative landscape features; and all irrigation facilities.*

*E. Coverage And Screening: ...*

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

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

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

The proposed landscaping meets these minimum standards.

## **Lighting**

Morgan County has adopted comprehensive Dark Sky lighting requirements and conditions. These are clearly defined within MCC Section 8-6-44 A-O. The intent of these sections of the MCC are to make sure that the following occurs:

- A. Reducing, eliminating, or preventing light trespass;*
- B. Reducing, eliminating, or preventing unnecessary or inappropriate outdoor lighting;*
- C. Reducing, eliminating, or preventing the effects of outdoor lighting on wildlife;*
- D. Preventing unsightly and unsafe glare;*

- E. Promoting energy conservation;*
- F. Maintaining nighttime safety, utility, and security;*
- G. Encouraging a minimal light footprint of land uses in order to reduce light pollution;  
and*
- H. Promoting and supporting agritourism and recreation, including the pursuit or retention of accreditation of local parks by the International Dark-Sky Association.”*

The lighting plan and photometrics have been reviewed and appear to meet minimum standards for the County’s dark sky ordinance requirements.

**DEPARTMENT COMMENTS/RECOMMENDED MOTIONS**

Public Works: No comments

Engineering: Comments from Engineer were addressed and several submittals were processed.

Fire/EMS Services: No Comments from the Fire department

**Recommended Motions for the Site Plan Application**

**Motion for Approval** – “I move to approve the WPR Village Amenities Site Plan, application #22.071, allowing for proposed commercial and residential development located within the WPR development in unincorporated Morgan County to be recorded, based on the findings and with the conditions listed in the staff report dated March 21, 2023.”

**Motion for Approval with Conditions** – “I move to approve the WPR Village Amenities Site Plan, application #22.071, allowing for proposed commercial and residential development located within the WPR development in unincorporated Morgan County to be recorded, based on the findings and with the conditions listed in the staff report dated March 21, 2023, and with the following conditions:”

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

**Motion for Denial** – “I move deny the WPR Village Amenities Site Plan, application #22.071, not allowing for the proposed commercial and residential development located within the WPR Development in unincorporated Morgan County to be recorded, *due to the following findings:*”

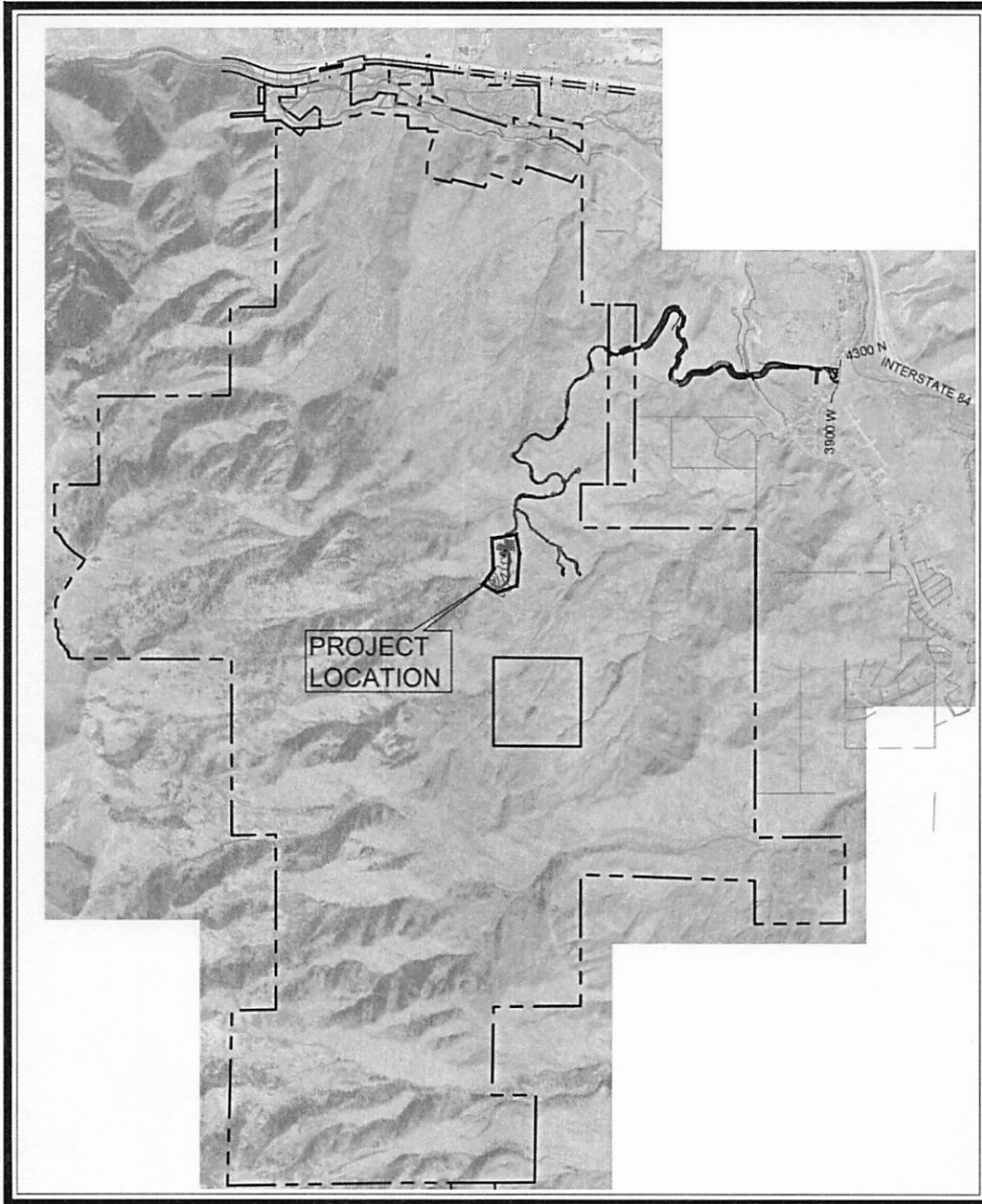
**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Proposed Site and Landscaping Plans

Attachment C: Proposed Elevations

Attachment D: Application



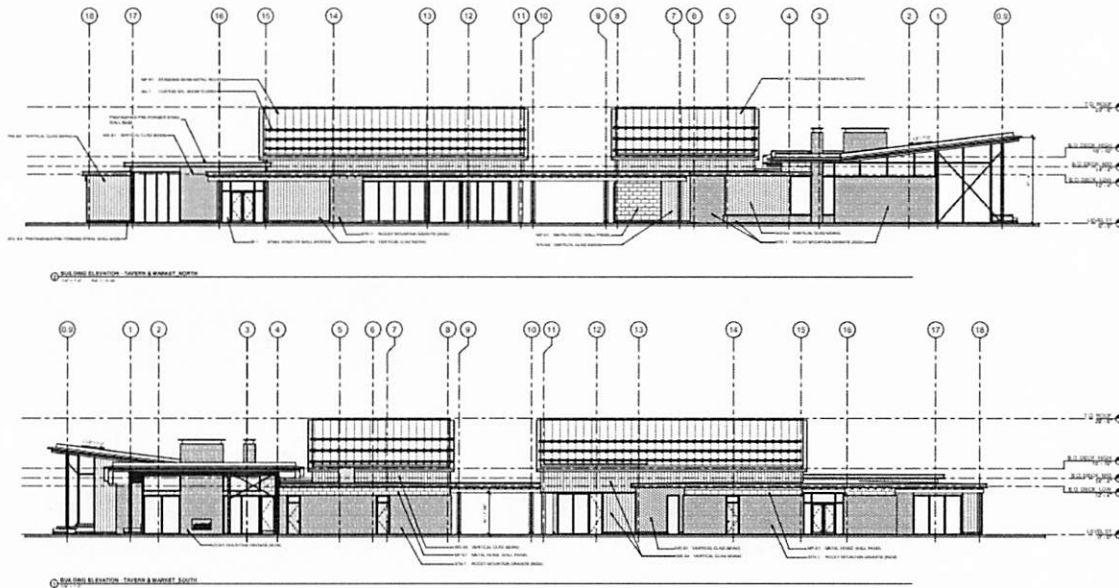
VICINITY MAP

NOT TO SCALE





Attachment C: Proposed Elevations



**Owner:**  
 Watch Peaks Ranch LLC  
 1111 S. Highway 1000, Ste. 100  
 Provo, UT 84601  
 Tel: (801) 734-1211

**Architect:**  
 Central Project Architects  
 2224 E. Center Street, Suite 200, Salt Lake City, UT 84143  
 Phone: (801) 466-7866  
 Fax: (801) 466-7866

**Interior Architect:**  
 CCA Architects  
 1200 Main Street, Suite 100, Provo, UT 84601  
 Phone: (801) 734-1211

**Landscaping Architect:**  
 CCA Architects  
 1200 Main Street, Suite 100, Provo, UT 84601  
 Phone: (801) 734-1211

**Interior Design:**  
 WPR and Central Project Architects  
 1111 S. Highway 1000, Ste. 100, Provo, UT 84601  
 Phone: (801) 734-1211

**Land Engineer:**  
 WPR and Central Project Architects  
 1111 S. Highway 1000, Ste. 100, Provo, UT 84601  
 Phone: (801) 734-1211

**Structural Engineer:**  
 WPR and Central Project Architects  
 1111 S. Highway 1000, Ste. 100, Provo, UT 84601  
 Phone: (801) 734-1211

**MEP:**  
 WPR and Central Project Architects  
 1111 S. Highway 1000, Ste. 100, Provo, UT 84601  
 Phone: (801) 734-1211

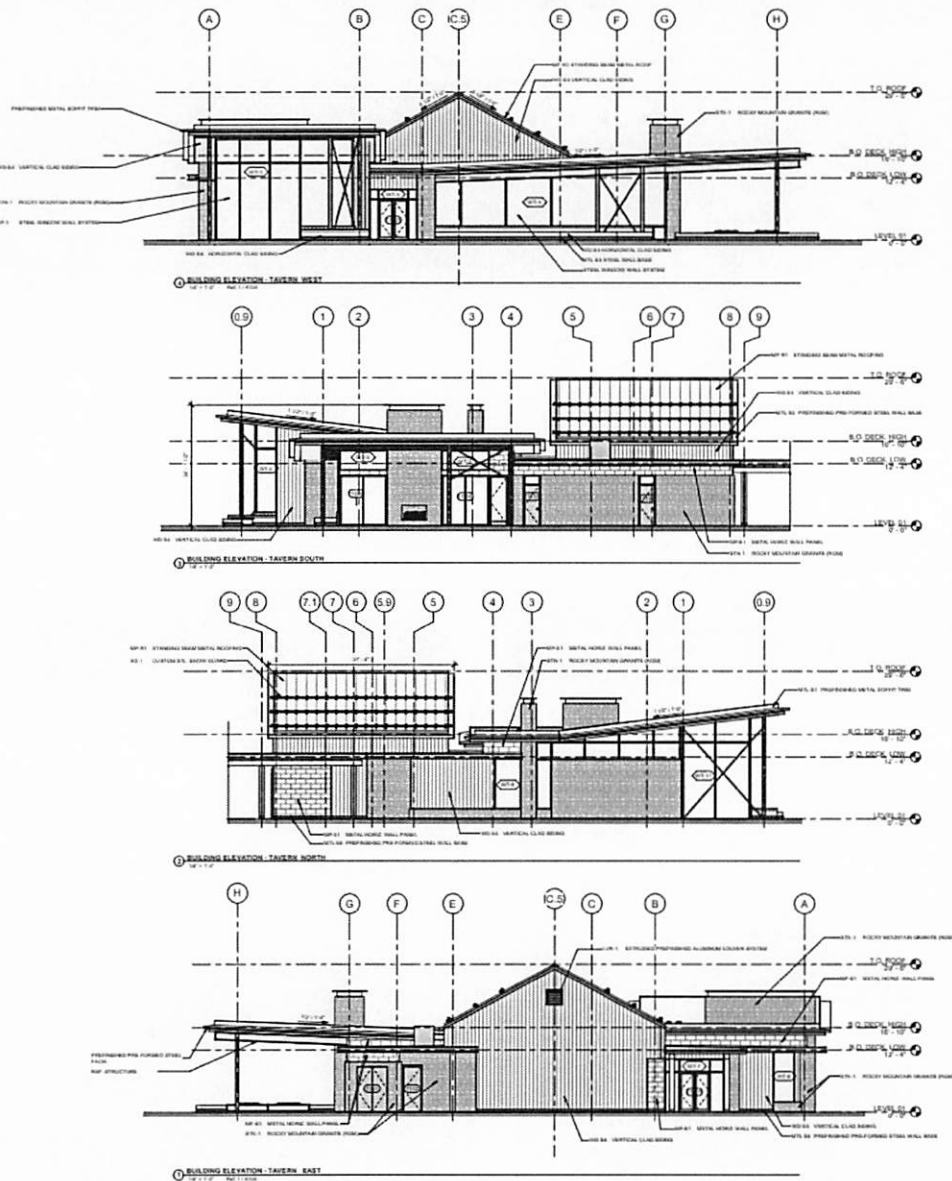
**Lighting Consultant:**  
 WPR and Central Project Architects  
 1111 S. Highway 1000, Ste. 100, Provo, UT 84601  
 Phone: (801) 734-1211

**Final Review Consultant:**  
 WPR and Central Project Architects  
 1111 S. Highway 1000, Ste. 100, Provo, UT 84601  
 Phone: (801) 734-1211

Project Development: 2022-2024

BUILDING ELEVATIONS - OVERALL  
**PRELIMINARY**  
 Not for regulatory approval, permit or construction.

Project Name: 1000 J  
 Date: 03-21-23  
 Drawing: Elevation  
 Revision: 01  
**A201**



Owner  
Wanatch Peaks Ranch LLC  
4113 N. Bridger Valley Dr  
Pawson, UT 84033  
TEL: (907) 818-1317

Architect  
Overland Partners Architects  
233 E. Justice Ave. Ste. #104 San Antonio,  
Texas 78205  
TEL: (210) 529-7000  
FAX: (210) 529-0544

Associate Architect  
OCV Architects  
228 Railroad Ave., Steam, CO 81621  
TEL: (970) 827-4623

Landscape Architect  
Design Workshop  
120 E. Main St., Aspen,  
Colorado 81611  
TEL: (970) 924-8334

Interior Design  
Kaiser and Parnell Design Co.  
4844 N. Pennington Dr #11,  
Park City, UT 84002  
TEL: (435) 437-9430

Civil Engineer  
Kinney Firm  
111 East Broadway, #100, Salt Lake  
City, UT 84113  
TEL: (801) 213-2170

Structural Engineer  
JBLP  
1101 Second Ave. # 403,  
Seattle, Washington 98101  
TEL: (206) 769-8074

MEP  
SD Building Works  
231 Linden Street, #200,  
Fort Collins, Colorado 98534  
TEL: (970) 221-5661

Lighting Consultant  
L&C Group  
122 South Avenue Unit 100  
Steam, CO 81621  
TEL: (970) 427-6133

Food Feature Consultant  
J&B Interiors, Chicago  
1337 East Yale Avenue  
Oak Brook, IL 60110  
TEL: (801) 562-9747

Design Development 2022-06-12



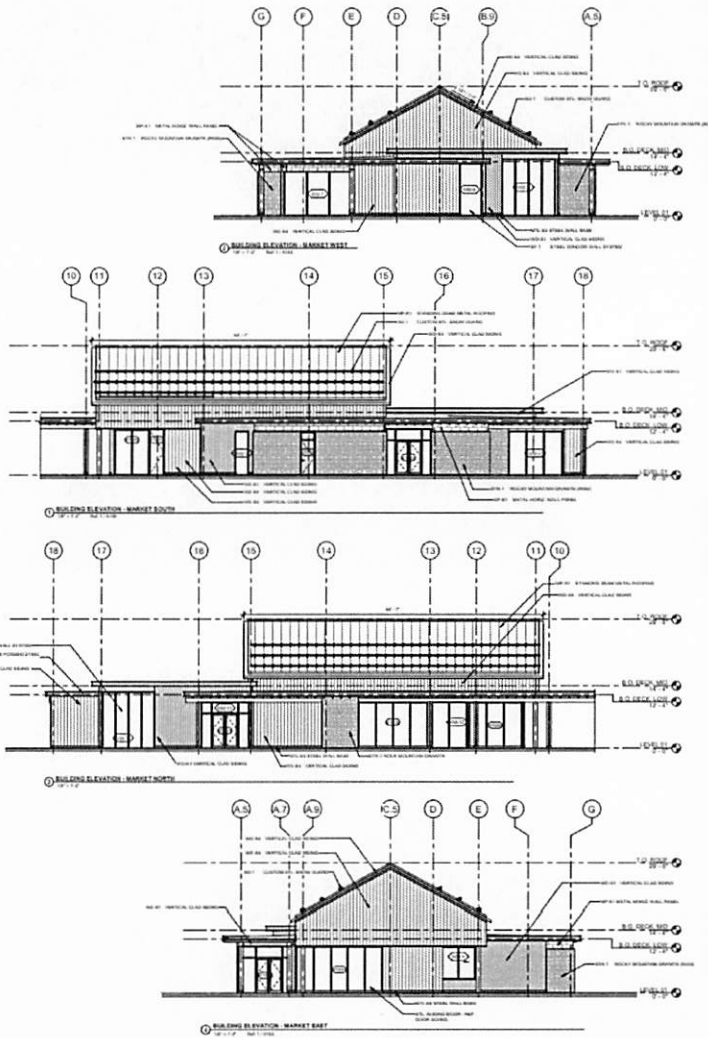
**BUILDING ELEVATIONS - TAVERN**

**PRELIMINARY**  
Not for regulatory approval, permit or construction.

PREPARED BY: ARCHITECT  
REGISTERED ARCHITECT, JAMES SP. BENTLEY

Project name: 1800 J  
Date: 2022-09-12  
Drawn by: Auditor  
Checked by: Checker

**A202**



Client:  
Wamatch Peak Ranch LLC  
4312 W Morgan Valley Dr  
Pawnee, CO 80455  
Tel: (303) 419-1277

Architect:  
C/O Central Plains Architects  
200 S. Jerome Ave. Ste. #1000  
Pawnee, CO 80455  
Tel: (303) 419-1277  
Fax: (303) 419-1277

Architectural Consultant:  
C/O Architects  
125 Westwood Ave. Ste. 100  
Pawnee, CO 80455  
Tel: (303) 419-1277

Interior Design:  
Keller and Treadwell Design Co.  
1000 W. Lawrence St. #101  
Pawnee, CO 80455  
Tel: (303) 419-1277

Cost Estimator:  
C/O Cost  
111 S. Main Street, P.O. Box 100  
Pawnee, CO 80455  
Tel: (303) 419-1277

Structural Engineer:  
C/O S.E. Group  
1401 S. Grand Ave., # 200  
Lafayette, WY 82501  
Tel: (303) 419-1277

MEP:  
C/O S.E. Group  
1401 S. Grand Ave., # 200  
Lafayette, WY 82501  
Tel: (303) 419-1277

Utility Consultant:  
C/O S.E. Group  
1401 S. Grand Ave., # 200  
Lafayette, WY 82501  
Tel: (303) 419-1277

Land Planning Consultant:  
C/O S.E. Group  
1401 S. Grand Ave., # 200  
Lafayette, WY 82501  
Tel: (303) 419-1277

Design Development: 2022-06-12

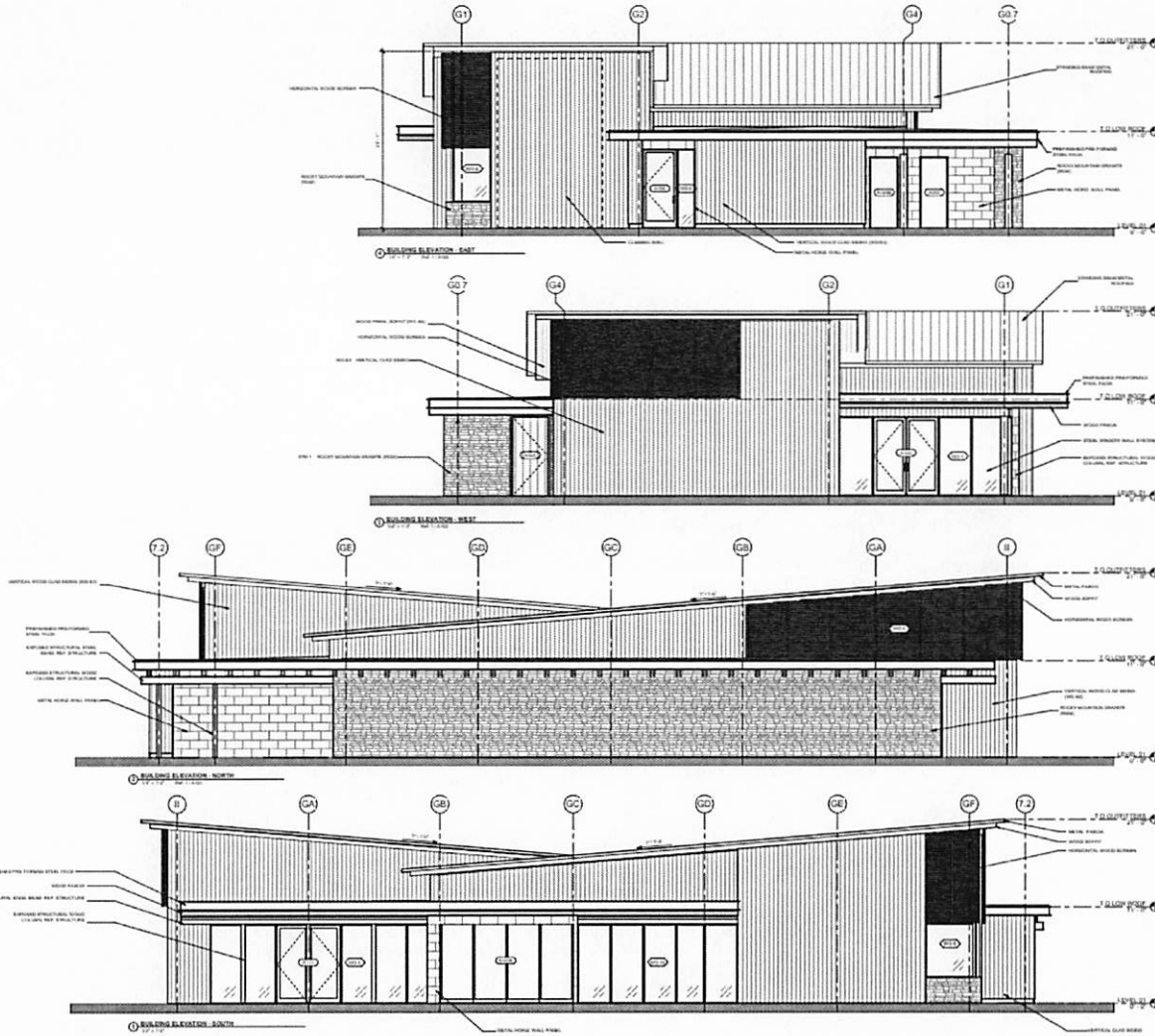


**BUILDING ELEVATIONS - MARKET**

**PRELIMINARY**  
Not for regulatory approval, permit or construction.

Project Name: A203  
Date: 2023-04-02  
Author: [Name]  
Checker: [Name]

**A203**



**WATCH PEAK ARCHITECTURE**

Owner:  
 Watch Peak Ranch LLC  
 14110 Highway 100  
 Paradise, UT 84658  
 Tel: (360) 819-1277

Architect:  
 Watch Peak Ranch LLC  
 14110 Highway 100, Box 100  
 Paradise, UT 84658  
 Tel: (360) 819-1277

Associate Architect:  
 CCA Architects  
 1000 West 1st Ave, Suite 100  
 Lakewood, CO 80401  
 Tel: (303) 441-4444

Landscaping Architect:  
 Design Workshop  
 120 S. Main St., Suite 100  
 Jackson, WY 83001  
 Tel: (307) 733-8338

Interior Design:  
 Miller and Trench Design Co.  
 1000 N. Washington St. Box 1  
 Park City, UT 84302  
 Tel: (435) 491-8000

Civil Engineer:  
 Frank Jones  
 111 East Broadway, #100, Salt Lake  
 City, UT 84111  
 Tel: (801) 474-3170

Structural Engineer:  
 HOK  
 1101 East 400th Ave., # 400  
 Denver, Washington 80121  
 Tel: (303) 746-0074

MEP:  
 MEI Building Group  
 2211 Lowell Street, #100  
 Fort Collins, Colorado 80521  
 Tel: (970) 221-1001

Lighting Consultant:  
 E. G. Gaud  
 1000 West Astor Unit 100  
 Steam, CO 80521  
 Tel: (970) 821-8133

Food Protection Consultant:  
 Landmark Design  
 1507 East 1st Avenue  
 Salt Lake City, UT 84103  
 Tel: (801) 533-9747

Design Development: 2022-06-12

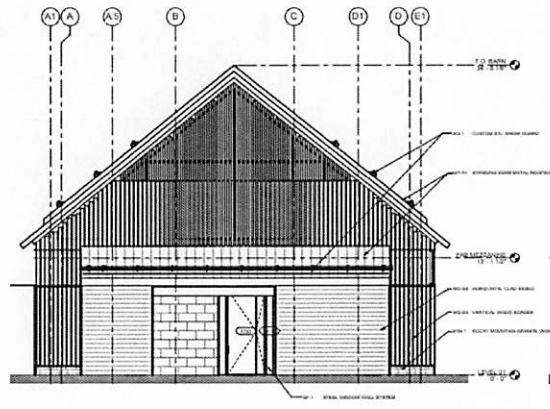
**EXTERIOR ELEVATIONS - OUTFITTERS**

**PRELIMINARY**  
 Not for regulatory approval, permit or construction.

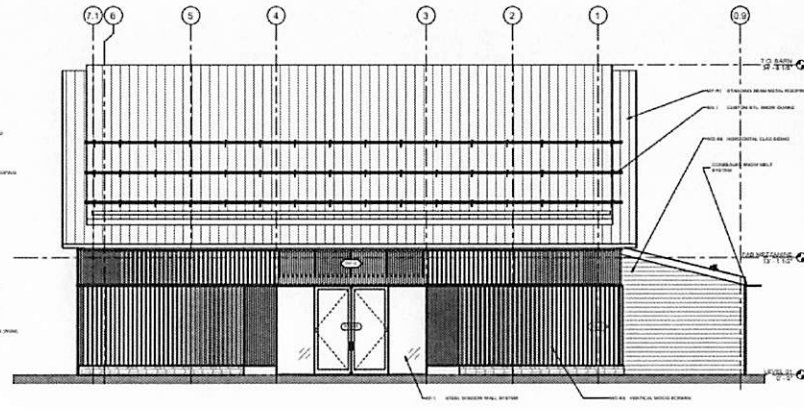
UNIFORM & CLARITY, INCORPORATED  
 PROFESSIONAL ARCHITECTS (STATE OF UTAH)

Project Name: A201  
 Date: 2022-06-12  
 Author: [Name]  
 Checker: [Name]

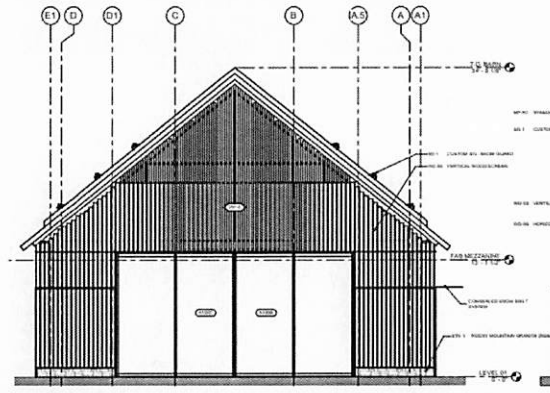
**A201**



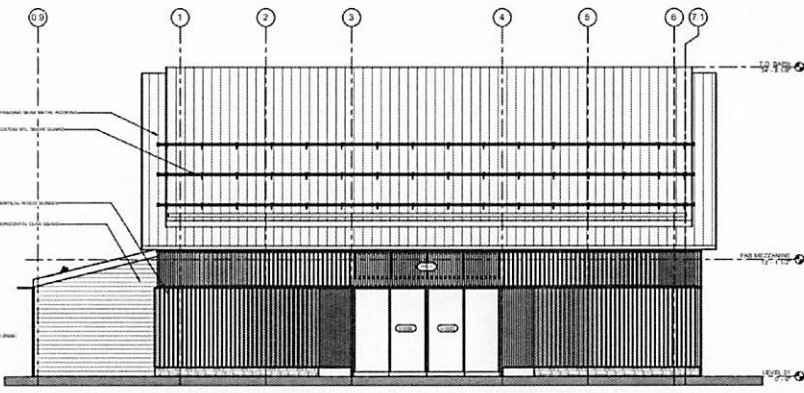
ⓐ BUILDING ELEVATION - SOUTH  
12.11.23 12.11.23



ⓑ BUILDING ELEVATION - WEST  
12.11.23 12.11.23



ⓐ BUILDING ELEVATION - NORTH  
12.11.23 12.11.23



ⓑ BUILDING ELEVATION - EAST  
12.11.23 12.11.23



Owner  
Waratch Peaks Ranch LLC  
4315 N. Morgan Valley Dr.  
Pawnee, WY 82401  
TEL: (307) 839-1477

Architect  
Curtain Peckham Architects  
202 E. 2nd Ave. Ste. 400R West, Astoria,  
OR 97103  
TEL: (503) 325-7933 | FAX: (503)  
325-7934

Aspenview Architects  
2277 Ardenwood  
228 Industrial Ave. South, CO  
81621  
TEL: (970) 827-4828

Landscape Architect  
Design Alternatives  
121 E. Main St., Aspen,  
Colorado 81611  
TEL: (970) 926-8284

Interior Design  
Polaris and Trench Design Co.  
614 W. Front Street, St. Paul,  
PA 15202, UT 84008  
TEL: (801) 942-8400

Civil Engineer  
KLEINFELDER  
111 East Broadway, West, Salt Lake  
City, UT 84111  
TEL: (801) 474-9110

Structural Engineer  
KLEINFELDER  
111 East Broadway, West, Salt  
Lake, Utah 84111  
TEL: (801) 474-9110

MEP  
EJCORP  
251 Conant Street, #600,  
Salt Lake City, UT 84102  
TEL: (801) 224-0881

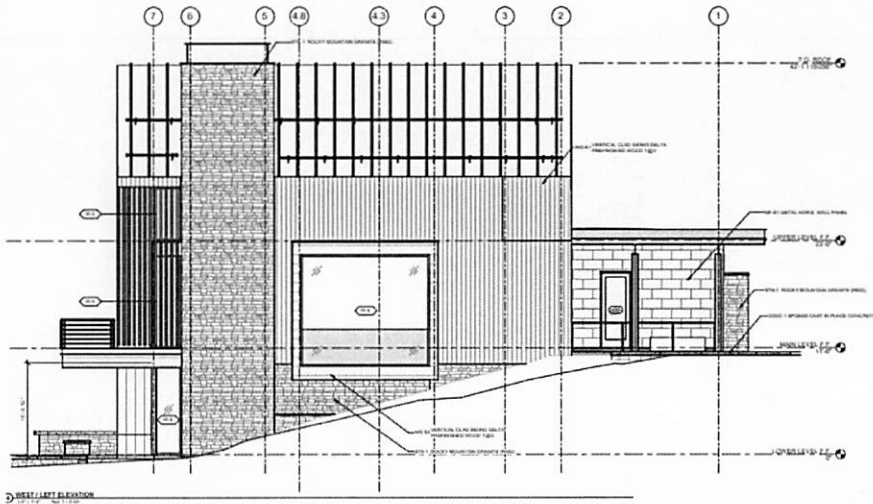
Lighting Consultant  
E-Design  
112 South Ardenwood Lane - 100  
Bend, OR 97521  
TEL: (503) 847-8115

LEED Design Development  
KLEINFELDER

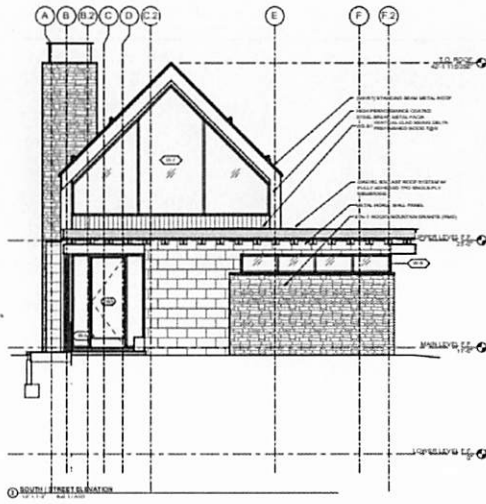
EXTERIOR  
ELEVATIONS -  
ACTIVITY BARN

**PRELIMINARY**  
Not for regulatory  
approval, permit or  
construction.

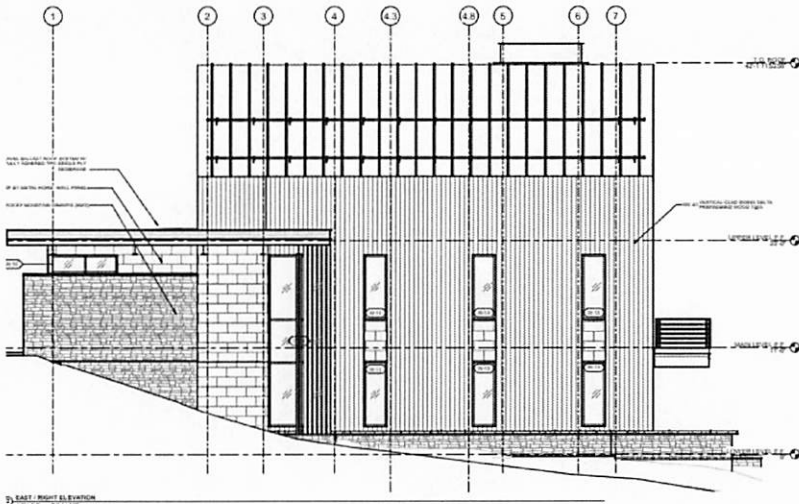
DATE: 12.11.23  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN  
PROJECT: AB201



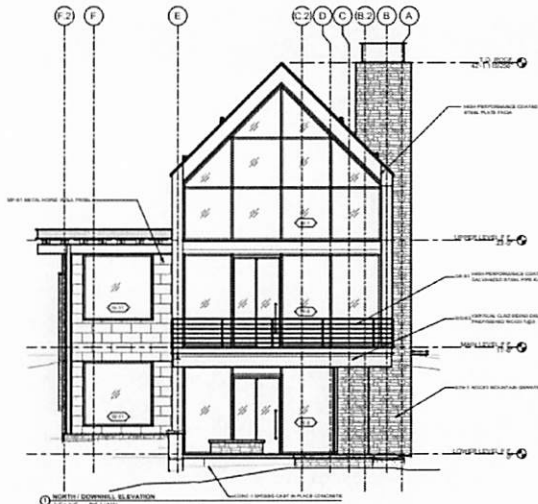
WEST/EAST ELEVATION



SOUTH/FRONT ELEVATION



EAST/WEST ELEVATION



NORTH/DOWNDRAFT ELEVATION



Owner:  
 Watch Peaks Ranch LLC  
 40124 Morgan Valley Dr  
 Parkman, UT 84050  
 Tel: (801) 934-1277

Architect:  
 Counselor Partners Architects  
 2012 Irvine Ave Ste. #104 San Antonio,  
 Texas 78201  
 Tel: (214) 822-7055  
 FAX: (214) 822-0844

Architect Address:  
 CFC Architects  
 222 Market Ave. South, CO 81521  
 Tel: (970) 817-4400

Landscape Architect:  
 Design Workshop  
 222 E. Main St., Aspen,  
 Colorado 81611  
 Tel: (970) 925-8354

Interior Design:  
 Miller and Pineda Design Co.  
 40124 Morgan Valley Dr #11  
 Park CA, UT 84050  
 Tel: (313) 461-4430

Civil Engineer:  
 Peckley Firm  
 111 East Broadway, #500, Salt Lake  
 City, UT 84111  
 Tel: (801) 412-3176

Structural Engineer:  
 H&P  
 1121 Second Ave. #400,  
 Seattle, Washington 98101  
 Tel: (206) 749-9074

MEP:  
 EC Building Works  
 201 Canyon Street, #200,  
 Fort Collins, Colorado 80524  
 Tel: (970) 221-5991

Lighting Consultant:  
 LS Group  
 220 South America Unit 1 300  
 South, CO 81521  
 Tel: (970) 822-6153

Fixed Facilities Consultant:  
 Performance Design  
 1507 East Van Avenue  
 Parkville, MO, 64150  
 Tel: (816) 563-9147

CD 50% 2023-10-21

EXTERIOR ELEVATIONS

PRELIMINARY  
 Not for regulatory  
 approval, permit or  
 construction.

Project Number: 2023-10-21  
 Author: [Blank]  
 Checker: [Blank]

A201

**Attachment D: Application**

**Site Plan Application**

Planning and Development Services  
 48 West Young Street, Morgan, UT 84050  
 (801) 845-4015 Fax (801) 845-6087  
[www.morgancountyutah.gov](http://www.morgancountyutah.gov)



*Notice:* The applicant must submit a plat map from the County Recorder's office that accurately delineates the property being considered and a detailed site plan showing uses, buildings, structures, accesses, watercourses, fences, etc. to be reviewed by the County in accordance with the terms of the Morgan County Code 8-4. Once submitted, the plans are subject to compliance reviews by the various county departments and contracted staff, and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the County Code and all other applicable laws. All submitted site plan proposals shall be reviewed in accordance with Title 8 of the Morgan County Code. Submission of site plans in no way guarantees placement of the application on any particular agenda of the County land use authority. It is **strongly** advised that plans be submitted well in advance of any anticipated deadlines.

Project Information					
Date of Submission: 11/4/2022	Zone: RSD	Serial#(s): N/A	Parcel #(s): N/A		
Project Name: Wasatch Peaks Ranch - Village Amenities			Acres: 7		
Project Address: 4213 N. Morgan Valley Drive, Morgan, UT 84050					
Project Description:					
Property Owner(s): Wasatch Peaks Ranch, LLC			Applicant(s): Wasatch Peaks Ranch, LLC		
Address: 136 E. South Temple, Suite 1650			Address: 136 E. South Temple, Suite 1650		
City: Salt Lake City	State: UT	Zip: 84111	City: Salt Lake City	State: UT	Zip: 84111
Phone: 303-885-1074			Phone: 303-885-1074		
Contact Person: Kyle Griffith			Address: 136 E. South Temple, Suite 1650		
Phone: 303-885-1074			City: Salt Lake City	State: UT	Zip: 84111
Cellular: 303-885-1074	Fax: N/A		Email: kgriffith@wprdevco.com		

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

**Site Plan Application Fees**

Number of Lots: 1

<input checked="" type="checkbox"/>	Site Plan .....	\$250 + \$5/1,000 sq ft. bldg
<input type="checkbox"/>	Engineering review fees.....	\$Actual Cost
<input type="checkbox"/>	Surveyor Review Fees.....	\$Actual Cost
<input type="checkbox"/>	Outside Consultants or Outsourced Staff Fee.....	\$Actual Cost
<input checked="" type="checkbox"/>	Noticing Fee.....	\$60.00

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



## 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](mailto: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: 3/21/23 Time Requested: 20 min  
Name: Joshua Cook Phone: (801) 845-4059  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

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

Public Meeting/Discussion/Decision - Wasatch Industries CUP

Applicant/Owner: Brant Hayward, Wasatch Industries  
Project Location: 3806 W Willow Creek Rd, Mountain Green

Current Zoning: Commercial Buffer (CB)  
General Plan Designation: Business Park  
Acreage: 0.99 acres

REQUEST: The applicant requests approval of the Wasatch Industries CUP for the building that is currently owned by the County and leased by U.S. Forest Service ("USFS") to be used as a Fixed Based Operator ("FBO") with various other uses.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

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

FS



**PLANNING & DEVELOPMENT**

**COUNTY COMMISSION  
STAFF REPORT**

Conditional Use Permit  
March 21, 2023

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**Wasatch Industries CUP  
Public Meeting**

**Application No.:** 22.080  
**Applicant/Owner:** Brant Hayward, Wasatch Industries  
**Project Location:** 3806 W Willow Creek Rd, Mountain Green  
**Current Zoning:** Commercial Buffer (CB)  
**General Plan Designation:** Business Park  
**Acreage:** 0.99 acres

---

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission met to discuss the Wasatch Industries CUP on March 9, 2021. There were a couple people from the public that spoke about the CUP in the public comment portion of the meeting. Staff made a presentation and discussed the proposal. The applicant also spoke about the proposal. The Planning Commission mentioned some initial concerns about the fuel and asked if it would be protected with walls or if the tank would be out in the open. The applicant stated that it would be constructed according to Federal requirements (FAA) and that there would be some type of wall/barrier to protect the tank. Staff discussed possible stipulations to reasonable mitigate potential negative impacts. Those stipulations are included below.

**Findings:**

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with applicable zoning regulations.
4. That the developer will install any requisite infrastructure, including roadways, water lines, etc.
5. That the proposal is not detrimental to the health, safety, and welfare of the public.

**Conditions:**

1. That all outsourced consultant fees are paid current prior to final plat recordation.
2. That all requirements and concerns of the County Engineer, Surveyor, and Geologist are met.
3. That all other local, state, and federal laws are adhered to.
4. MGSID approves the existing sewer hookups for the new use.
5. Fuel operations comply with FAA, State, and Federal regulations.

**REQUEST:** The applicant requests approval of the Wasatch Industries CUP for the building that is currently owned by the County and leased by U.S. Forest Service (“USFS”) to be used as a Fixed Based Operator (“FBO”) with various other uses.

The proposed use would be located on the airport and therefore is regulated by 8-5 Article H (The Airport Overlay) and is permitted with a Conditional Use Permit (CUP). Conditional use permits shall be approved as long as negative impacts are reasonably mitigated.

**PROJECT DESCRIPTION:**

**Proposal Details**

Wasatch Industries CUP approval will affect the building that is currently owned by the USFS. The USFS is selling the building to Wasatch Industries and the owner will enter into a new lease with the County. The building is already constructed at the Morgan County Airport and the property is generally identified as parcel number 00-0077-6751 and serial number 03-005-121-03-1. The new owner of the building will complete tenant improvements to provide the following list of uses:

1. Fixed Base Operator (“FBO”) (approx. 2000 sq. ft.):
  - a. Fuel Truck and/or Self-Service Fuel Tank
  - b. Flight School
  - c. Lounge (approx. 400 sq. ft.)
  - d. Café & Deli/Ice Cream Shop (approx. 400 sq. ft.)
  
2. Aviation Mechanics & Avionics Shop (approx. 6000 sq. ft.): Installation/repair of airplane communication and navigation equipment

Wasatch Industries expects to generate revenue annually from a “flow charge”, or “flow fee”, on each gallon of gas that is pumped at the airport and would hope to hire 1-3 individuals for employment for this endeavor. The estimated timeline for occupation is thirty days after the building is vacated by the USFS, estimated to be around April 2025. Estimated Sales Tax Revenue from the Wasatch Industries CUP is \$120,000 annually and is estimated to hire around ten (10) individuals for employment within the County.

**DISCUSSION:**

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

**ANALYSIS**

Zoning. The property’s zoning district is Commercial Buffer (CB). However, the location of the business is on the airport and is within the Airport Overlay. As such it is regulated by Section 8-5 Article H.

The proposed uses are compatible with overlay zoning.

### **8-5H-5: OTHER MANDATORY STANDARDS AND REQUIREMENTS:**

*A. Conformance With FAR: All future development within the confines of the AOZ (whether on or off airport) that will involve new construction or the alteration of existing structures, shall be found to be in conformance with FAR part 77 prior to approval.*

*B. Procedure: The procedure for making this determination shall be:*

*1. Determine whether proposed construction or alteration will be captured by either of the following criteria (as extracted from FAR part 77.13):*

*a. Will the construction or alteration exceed two hundred feet (200') in height above the ground level at its site;*

*b. Will the construction or alteration penetrate an imaginary surface extending outward and upward at a one hundred to one (100:1) slope from the nearest point on the runway;*

*c. Will the construction be on the airport itself?*

*2. If the proposed construction or alteration is not captured by any of these criteria, then FAR part 77 requirements have been satisfied. If the proposed construction or alteration is captured by any of these criteria, then prior to approval, the following actions shall have been taken:*

*a. The sponsor of the proposed construction or alteration shall complete and transmit one completed set (four (4) copies) of FAA form 7460-1, notice of proposed construction or alteration, to the manager, Air Traffic Division, FAA Regional Office in Seattle, IAW the provisions of FAR part 77.17.*

*b. The FAA shall have acknowledged receipt, and responded with findings, which, as a minimum, must include the finding that the proposed construction or alteration would not be a hazard to air navigation. (Ref. FAR part 77.19) (2010 Code; and. Ord. 20-15, 10-20-2020)*

### **8-5C-3: USE REGULATIONS:**

Ordinance Evaluation. Morgan County Code, Chapter 3, Section 8-2-1 defines conditional use as the following:

*CONDITIONAL USE: A land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. (A use of land for which a conditional use permit is required, pursuant to this title.)*

Ordinance Evaluation. Morgan County Code, 8-5H-7 2 allows for Commercial Aeronautical Activity through approval of the County Council:

*2. Commercial Aeronautical Activity: No person shall conduct a commercial activity of any nature that is based on or operated from the county airport, unless conduct of that activity has been approved by the county council. Any aeronautical activity that is conducted as a "commercial activity or enterprise". (Examples of such activity would include: fixed base operator (FBO), air taxi and charter operation, pilot training, aerial photography and surveying, aerial application of chemicals, aerial advertising, aircraft sales and service, aircraft parking and storage, sales of aviation petroleum products, maintenance and repair of aircraft, sales of aircraft parts, etc.) Any use falling under this*

*category shall be conducted under the terms of both an appropriate conditional use permit, and a business license. Every person conducting any form of commercial activity on or from the county airport must maintain a public liability insurance policy, of a type and amount approved by the county council.*

**Staff Response:** With the location of the proposed use being a previously built structure that is simply switching ownership, the applicant and the commission should understand the potential impacts on adjacent properties. These potential impacts could include noise, traffic, and other potential nuisances. There may be some disturbance to local landowners, and care should be taken to ensure compliance with conditions outlined in the Code and this report.

**Property Layout.** The property lies within the Morgan County Airport and is bordered by commercial uses to the north, east and west, with residential areas to the south.

**Commercial Design Standards:** Because the proposed development is zoned as commercial, it must follow the commercial design standards set forth in MCC 8-5C-7III.

**Roads and Access:** Access to the lot will be derived from W Willow Creek Road, along with dirt roads within the established zone. There will also be access to the property from various vehicles from the runway itself.

**Water and Sanitary Sewer System:** The property is served by Mountain Green Sewer Improvement District for their sanitary sewer. A service letter from Cottonwood Mutual Water Company is not necessary since this building already exists and is simply changing ownership and usage.

**Fire Protection:** The property is not located within the Wildland Urban Interface Area.

**Storm Water:** Storm water drainage will be directed to the front of the lot.

**Flood Plain:** The site is not located in a County flood plain.

**ANALYSIS OF STANDARDS**

Standards		Findings	Rationale
<i>Ordinance Evaluation. Morgan County Code, Chapter 3, Section 8-2-1 defines conditional use as the following:</i>			
<i>CONDITIONAL USE: A land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. (A use of land for which a conditional use permit is required, pursuant to this title.)</i>			
8-8-4A Conditions Relating To Safety For Persons And Property:			
A1	Building elevations and grading plans which will prevent or minimize floodwater damage, where property may be subject to flooding.	Complies	

A2	The relocation, covering or fencing of irrigation ditches, drainage channels, and other potential attractive nuisances existing on or adjacent to the property.	N/A	
A3	Increased setback distances from lot lines where the planning commission determines it to be necessary to ensure the public safety and to ensure compatibility with the intended characteristics of the district as outlined in this title.	N/A	
A4	Appropriate design, construction and location of structures, buildings and facilities in relation to any earthquake fault which may exist on the property, and limitations and/or restrictions on the use and/or location of uses due to special site conditions, including, but not limited to, geologically hazardous areas; floodplains; fault zones; landslide areas.	N/A	
A5	Limitations and control of the number, location, color, size, height, lighting and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards and appearance and harmony with adjacent development.	N/A	
A6	Plans for the location, arrangement and dimensions of truck loading and unloading facilities.	N/A	<i>Not necessary for this CUP, and not observable from the engineer map that was submitted with the application</i>
A7	Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants and street lighting.	N/A	
A8	Reduction of permitted street grades for winter and storm conditions, or exposure.	N/A	
A9	Fences shall not create visual nor other safety hazards.	<i>Complies</i>	
A10	Backing movements, passing vehicles, sidewalk traffic, small children, etc., shall be considered in the location of fences and effects on circulation system.	<i>Complies</i>	
A11	Numbers and types of vehicles per time period associated with the conditional use activities.	<i>Complies</i>	<i>There will be at least 1 fueling truck that will regularly go onto the runway</i>
A12	Time of day and days of the week conditional use may operate.	<i>Complies</i>	
<b>8-8-4B Conditions Relating To Health And Sanitation:</b>			
B1	A guarantee of sufficient water to serve the intended land use and a water delivery system meeting standards adopted by the governing body.	<i>Complies</i>	
B2	A wastewater disposal system and a solid waste disposal system meeting standards adopted by the governing body.	<i>Complies</i>	
B3	Construction of water mains, sewer mains and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the district and to provide for an orderly development of land in the county.	N/A	
<b>8-8-4C. Environmental Concerns:</b>			

C1	Limitations and/or restrictions on the use and/or location of uses in sensitive areas due to soils capabilities, wildlife and plant life.	N/A	
C2	Standards intended to conserve, enhance, restore and maintain significant natural and manmade features which are of public value, including among other things, river corridors, streams, lakes and islands, domestic water supply watersheds, flood storage areas, natural shorelines and unique vegetation, wetlands, wildlife and fish habitats, significant geological features, tourist attractions, archaeological features and sites, historic features and sites and scenic views and vistas, and to establish criteria and standards for the development, change of use, or alteration of such features.	N/A	
C3	Processes for the control, elimination or prevention of land, water or air pollution; the prevention of soil erosion; and the control of objectionable odors. Processes for the control, elimination or prevention of land, water or air pollution; the prevention of soil erosion; and the control of objectionable odors.	N/A	
C3a	These processes may include restrictions on degradation of water quality.	N/A	
C3b	Developments which produce any discharge to any watercourse shall demonstrate compliance with all federal, state and county water quality standards as evidenced by the issuance of any permits required for their discharge by the federal government, state and/or county.	N/A	
C3c	Whenever sedimentation is caused by stripping vegetation, regrading or other development, it shall be the responsibility of the person, corporation or other entity causing such sedimentation to remove it from all adjoining surfaces and drainage systems prior to final approvals for the project. It is the responsibility of any person, corporation or other entity doing any act on or across a stream, watercourse or swale, or upon the floodplain or right of way thereof, to maintain as nearly as possible in its present state the stream, watercourse, swale, floodplain or right of way during such activity.	N/A	
C4	The planting of ground cover or other surfacing to prevent dust and erosion.	N/A	
C4a	The proposed land disturbing activity will ensure and provide an undisturbed vegetation buffer from the top of the bank of a stream, wetland or other water body, unless a mitigation plan is approved for alterations within the buffer area.	N/A	
C4b	Whenever feasible, natural vegetation will be retained and protected.	Complies	
C4c	Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development.	N/A	

C4d	Plans will be made to accommodate increased runoff and sedimentation caused by altered soil and surface conditions during and after the proposed activity.	N/A	
C5	Restructuring of the land and planting of the same as directed by the planning commission when the conditional use involves cutting and/or filling the land and where such land would be adversely affected if not restructured.	N/A	
C6	Limitations and/or restrictions on construction and/or development on slopes in excess of thirty percent (30%) to control erosion.	N/A	
C7	If the proposed conditional use involves hillside construction and/or development, the application will be approved only after the applicant provides:	N/A	
C7a	Topographic information showing that the proposed activity is on land with a slope less than thirty percent (30%) and that it is located more than two hundred feet (200') from a known landslide.	N/A	
C7b	A geologic/geotechnical report which shall be in form and content approved by the county engineer, consisting of, among other things, a slope stability study, earthquake analysis and sedimentation analysis, prepared by a certified engineering geologist or geotechnical engineer approved by the county engineer, certifying that the site or route in its entirety is suitable for the proposed development.	N/A	
C7c	Such other engineering or technical reports as may be required by the planning commission or governing body.	<i>Complies</i>	
C7d	Detailed construction plans, drawings and specifications which outline all construction methods proposed to be utilized.	N/A	
C8	In all cases, the applicant may be required to supply a geologic report, a geotechnical study, a hydrological study, a civil engineering study and other applicable engineering studies required by the planning commission or governing body acceptable in form and content to the county engineer.	N/A	
C9	The applicant's conditional use may be limited or denied if blasting, drilling or any other construction activity involved will weaken, or cause, adjoining slopes, geologic formations and manmade improvements to become unstable or if the proposed construction or operation will result in the creation of a geologic hazard to surrounding properties, such as through slumping, sliding or drainage modifications.	N/A	

## **DEPARTMENT COMMENTS/RECOMMENDED MOTIONS**

Public Works: No comments received.

Fire/EMS Services: No comments received.

Engineering/Surveyor: No comments received.

Recorders: No comments received

### **Recommended Motion**

**Sample Motion for an Approval** – “I move to approve the Wasatch Industries CUP, application #22.080, located at the Morgan County Airport based on the findings and with the conditions listed in the staff report dated March 21, 2023.”

**Sample Motion for an Approval with conditions** – “I move to approve the Wasatch Industries CUP, application #22.080, located at the Morgan County Airport based on the findings and with the conditions listed in the staff report dated March 21, 2023, with the following additional conditions:”

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

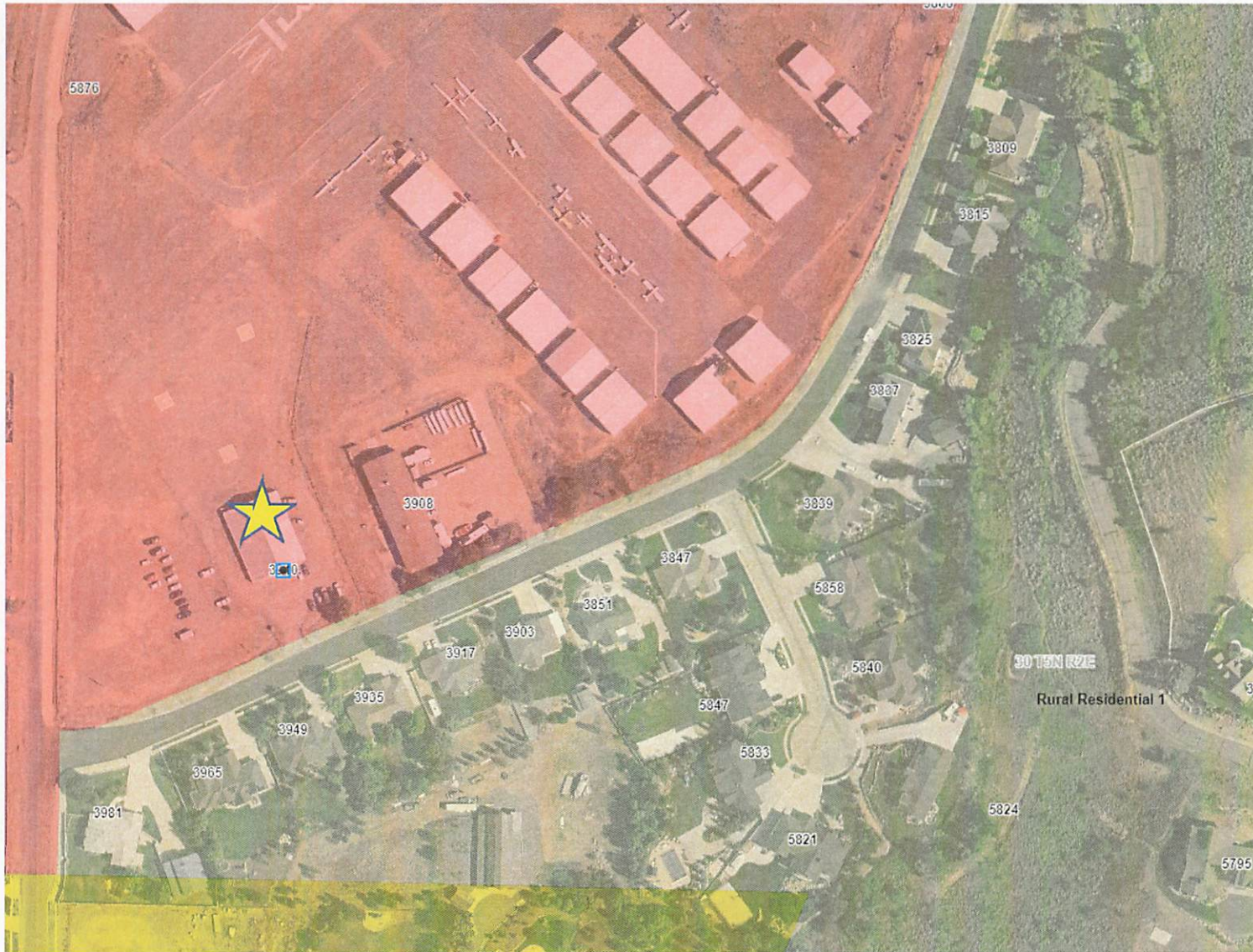
**Sample Motion for a Denial** – “I move to deny the Wasatch Industries CUP, application #22.080, located at the Morgan County Airport based on the following findings:

1. *List any additional findings...*

### **Attachments:**

- A. Vicinity Map
- B. Zoning Map
- C. Application
- D. Site Plan
- E. Letter from the Public regarding proposed location of the Fuel Service and possible areas on the airport that might work better.

**EXHIBIT A: VICINITY MAP**



**EXHIBIT B: ZONING MAP**



**EXHIBIT C: APPLICATION**

**Conditional Use Permit Application**

Planning and Development Services  
 48 West Young Street, Morgan, UT 84050  
 (801) 845-4015 Fax (801) 845-6087  
[www.morgancountyutah.gov](http://www.morgancountyutah.gov)



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

Project Information					
Date of Submission: 7/11/2022	Zone:	Serial#(s):	Parcel #(s):		
Project Name: Wasatch Industries - CUP			Acres: +- 2.5		
Project Address: Morgan County Airport - Forest Service Building					
Project Description: Fixed Based Operator, Avionics Shop, Cafe/Deli					
Property Owner(s): Morgan County			Applicant(s): Wasatch Industries		
Address: 48 West Young Street			Address: 3721 South 250 West #201		
City: Morgan	State: UT	Zip: 84050	City: Ogden	State: UT	Zip: 84405
Phone:			Phone:		
Contact Person: Brant Hayward			Address: Same as Above		
Phone:			City:	State:	Zip:
Cellular: 801-791-1800	Fax:		Email: wasatch.ind@gmail.com		

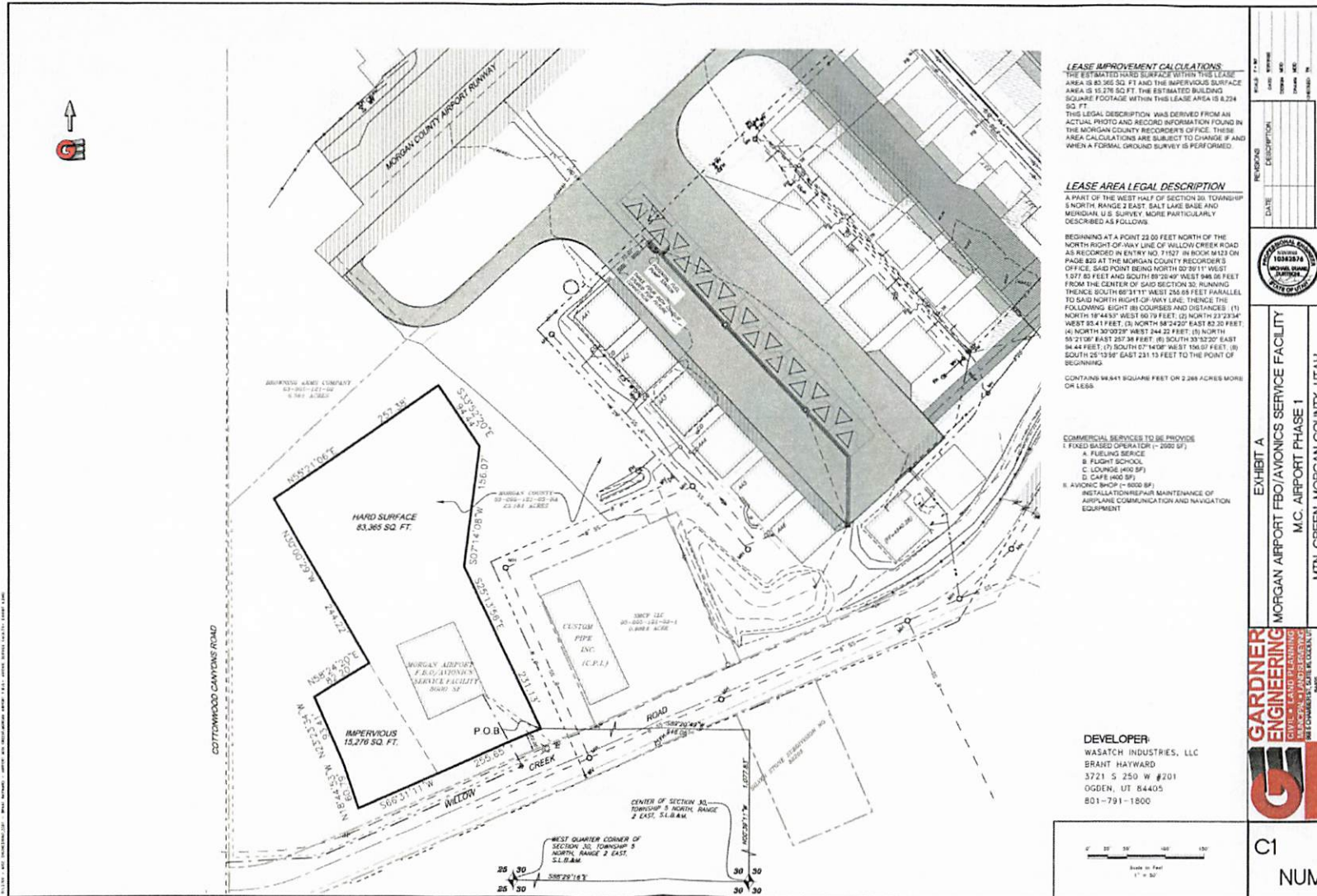
\*The application you are submitting may become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This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

**Conditional Use Permit Fees**

- \_\_\_\_\_ Conditional Use Permit..... \$250.00
- \_\_\_\_\_ Engineering Review Fees..... \$Actual Cost
- \_\_\_\_\_ Outside Consultants or Outsourced Staff Fee..... \$Actual Cost
- \_\_\_\_\_ Noticing Fee..... \$60.00

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

**EXHIBIT D: SITE PLAN**



**LEASE IMPROVEMENT CALCULATIONS**  
 THE ESTIMATED HARD SURFACE WITHIN THIS LEASE AREA IS 83,365 SQ. FT. AND THE IMPERVIOUS SURFACE AREA IS 15,276 SQ. FT. THE ESTIMATED BUILDING SQUARE FOOTAGE WITHIN THIS LEASE AREA IS 8,234 SQ. FT.  
 THIS LEGAL DESCRIPTION WAS DERIVED FROM AN ACTUAL PHOTO AND RECORD INFORMATION FOUND IN THE MORGAN COUNTY RECORDER'S OFFICE. THESE AREA CALCULATIONS ARE SUBJECT TO CHANGE IF AND WHEN A FORMAL GROUND SURVEY IS PERFORMED.

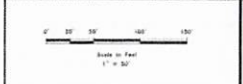
**LEASE AREA LEGAL DESCRIPTION**  
 A PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MORGAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 23.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF WILLOW CREEK ROAD AS RECORDED IN ENTRY NO. 71927 IN BOOK M123 ON PAGE 802 AT THE MORGAN COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 00°50'11" WEST 1,077.83 FEET AND SOUTH 89°28'49" WEST 948.50 FEET FROM THE CENTER OF SAID SECTION 30; RUNNING THENCE SOUTH 60°31'11" WEST 250.89 FEET PARALLEL TO SAID NORTH RIGHT-OF-WAY LINE, THENCE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: (1) NORTH 19°44'51" WEST 80.79 FEET; (2) NORTH 22°23'34" WEST 85.41 FEET; (3) NORTH 58°42'02" EAST 82.30 FEET; (4) NORTH 30°02'29" WEST 244.22 FEET; (5) NORTH 55°21'00" EAST 202.38 FEET; (6) SOUTH 33°52'02" EAST 84.44 FEET; (7) SOUTH 07°14'08" WEST 126.57 FEET; (8) SOUTH 25°13'38" EAST 231.13 FEET TO THE POINT OF BEGINNING.

CONTAINS 98,641 SQUARE FEET OR 2.268 ACRES MORE OR LESS.

- COMMERCIAL SERVICES TO BE PROVIDED**
- F. FIXED BASED OPERATOR (1-2500 SF)
  - A. FUELING SERVICE
  - B. FLIGHT SCHOOL
  - C. LOUNGE (400 SF)
  - D. CAFE (400 SF)
  - E. AVIONICS SHOP (1-800 SF)
- INSTALLATION/REPAIR MAINTENANCE OF AIRPLANE COMMUNICATION AND NAVIGATION EQUIPMENT

**DEVELOPER**  
 WASATCH INDUSTRIES, LLC  
 ERANT HAYWARD  
 3721 S 250 W #201  
 OGDEN, UT 84405  
 801-791-1800



RECORDS DESCRIPTION	DATE	DATE



**EXHIBIT A**  
**MORGAN AIRPORT FBO/AVIONICS SERVICE FACILITY**  
**M.C. AIRPORT PHASE 1**  
**MTN. GREEN, MORGAN COUNTY, UTAH**



**C1**  
**NUM**

Wasatch Industries CUP  
 Application #22.080  
 March 9, 2023

**EXHIBIT E: LETTER FROM NEIGHBOR**

**14 March 2023**

**Re: Wasatch Industries CUP Application No.: 22.080**

**Morgan County Commission**

The purpose of this letter is to express concern with one specific provision of the CUP application cited above, and that is the proposed location of the self-serve aircraft fueling station. I and others are of the opinion that the proposed location on the western end of the existing aircraft tie-down line to be undesirable for the following principal reasons:

- 1) Such a location is likely to occasionally result in congestion on the surrounding ramp and taxi-way areas sufficient to deny passage of traffic further up the ramp, thus effectively denying hanger owners access to or from their hangers and tie-down users to/from tie-down locations.
- 2) This location would necessarily usurp two or three existing tie-down spaces where such space is already seasonally occupied to full capacity.
- 3) This would greatly hinder winter seasonal snow removal operations from adjacent ramp and taxi-way areas. (Jon Cannon can explain the specifics since he led the very challenging snow removal effort this season)

The submission of this letter over but a single signature was felt necessary in the time-constraint interests of getting this expressed concern into that briefing packet prepared and placed into your hands prior to that meeting of the County Commission wherein CUP Application N.: 22.080 is on the agenda. That is to say: "not enough time to collect a bunch of signatures." But while I am thus herein necessarily speaking for myself, I propose to follow up by later submission of a signatory page numerically sufficient to demonstrate that this indeed represents the majority opinion of airport tenants and users.

Speaking now for all those airport folks I have so far had opportunity to consult with, and except for that single issue herein addressed, I have not heard a single voice raised in objection to the overall general concept and provisions of the proposed FBO. Rather, I presently gather that this is largely viewed as a "good thing," particularly as regards making aviation fuel once again available on the Morgan County Airport.

It is thus herein recommended that subject CUP application be approved, except for a final decision on the location of the self-serve fueling facility, and that this decision be tabled until having been the subject of further review and consideration. In that regard, the identification of one possible alternative site is submitted as an enclosure.



**Stanley E. McGrew**

**(Former long-time airport tenant/user)**

**1 encl. a/s**

### Airport Ramps(3)

Write a description for your map.

Proposed Location

### Legend

US Forest Service Helibase

Suggested Location

US Forest Service Helibase

Google Earth

200 ft





14 March 2023

Re: Wasatch Industries CUP Application No.: 22.080

Morgan County Commission

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It is thus herein recommended that subject CUP application be approved, except for a final decision on the location of the self-serve fueling facility, and that this decision be tabled until having been the subject of further review and consideration. In that regard, the identification of one possible alternative site is submitted as an enclosure.

Stanley E. McGrew  
(Former long-time airport tenant/user)

1 encl. a/s



14 March 2023

Re: Wasatch Industries CUP Application No.: 22.080

Morgan County Commission

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The submission of this letter over but a single signature was felt necessary in the time-constraint interests of getting this expressed concern into that briefing packet prepared and placed into your hands prior to that meeting of the County Commission wherein CUP Application N.: 22.080 is on the agenda. That is to say: "not enough time to collect a bunch of signatures." But while I am thus herein necessarily speaking for myself, I propose to follow up by later submission of a signatory page numerically sufficient to demonstrate that this indeed represents the majority opinion of airport tenants and users.

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It is thus herein recommended that subject CUP application be approved, except for a final decision on the location of the self-serve fueling facility, and that this decision be tabled until having been the subject of further review and consideration. In that regard, the identification of one possible alternative site is submitted as an enclosure.

Stanley E. McGrew  
(Former long-time airport tenant/user)

1 encl. a/s









**2023**

# PUBLIC HEARINGS

PH



### 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](mailto: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: 3/21/23 Time Requested: 20 min

Name: Joshua Cook Phone: (801) 845-4059

Address: 48 W. Young Street

Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_

Associated County Department: Planning and Development Department

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

Discussion/Public Hearing/Decision - Family Food Production Code Amendment

An amendment to the Morgan County Code Section 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations.

WILL YOUR AGENDA ITEM BE FOR:

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

G1



COUNTY COMMISSION

PUBLIC HEARING

Family Food Production Ordinance Amendment

March 21, 2023

**Public Hearing**

File #22.022

Staff: Joshua Cook, AICP

**REQUEST**

An amendment to the Morgan County Code Section 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations.

**SUMMARY**

The Planning Commission directed planning staff to amend to Family Food production code to allow for the keeping of animals in R1-20 zones and smaller. A member of the County Commission requested that this be reduced to smaller zoning districts as well.

The Morgan County Code only allows animals in the RR-1 and larger lot zones. There are several R1-20, R1-12, and R1-8 zoned properties in the County that have lots over the proposed minimum size for animals listed within the proposed use regulation sections, however, current zoning limits animal use.

Morgan County currently uses Family Food Production and Family Food Production Lite to identify the limits and requirements for the keeping of animals (See Exhibit A).


**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission met on March 9, 2023 to discuss the proposed text amendment for Family Food Production. Planning Commission recommended that a section be added in to provide some code enforcement teeth to address potential negative impacts including noise, odor, and other nuisances related to the property and keeping of animals. As such, Staff has added text to address

**RECOMMENDATION**

Staff believes that the proposed changes to the code will allow for minor changes to current land uses without negatively affecting the surrounding property owners and recommends approval of the text amendment based on the following findings.

Findings:

1. This proposal is not detrimental to the health, safety, and welfare of the public.
2. That the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.
3. That the proposed amendment will allow for the appropriate land uses in more rural areas meeting community desires for a more rural community.

- 
4. That the proposed amendment will not adversely affect adjacent property.

### **SAMPLE MOTION**

Motion for Approval – “I move we approve the revision of Morgan County Code Sections 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations to allow for and set new standards for Farm Animals in some residential zones, based on the text listed in the staff report dated March 21, 2023.”

Motion for Approval with *additional changes* – “I move approve the revision of Morgan County Code Sections 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations to allow for and set new standards for Farm Animals in some residential zones, based on the text listed in the staff report dated March 21, 2023, with the following corrections:”

1. List any corrections...

Motion for Denial – “I move we deny the revision of Morgan County Code Sections 8-2 Definitions, 8-5 Zoning Districts Established and 8-6 Supplementary Regulations to allow for and set new standards for Farm Animals in some residential zones, *due to the following findings:*”

- 
1. List any additional findings...

Exhibit A: Proposed Changes to Morgan County Family Food Production Ordinance

Exhibit A

Morgan County Code Amendment - Farm Animals in Residential Zones  
 May 12, 2022, Planning Commission – Public Hearing Draft  
 (new code language is in bold and deleted code language is struck out.)

8-2-1: DEFINITIONS OF WORDS AND TERMS:

FAMILY FOOD PRODUCTION: The keeping of animals and fowl on the premises intended for family use **AS OUTLINED IN SECTION 8-6-46 (A)**. ~~The numbers of such animals shall not exceed the following:~~

~~—A. One unit per fifteen thousand (15,000) square feet of pasture or comparable area for animals and fowl on a lot that is at least one-half (<sup>1</sup>/<sub>2</sub>) acre in size after subtracting the primary residence and its required setbacks from the residence.~~

~~—B. An animal/fowl unit equals one group of each of the following: one cow, five (5) sheep, five (5) goats, ten (10) rabbits, fifteen (15) chickens, fifteen (15) pheasants, five (5) turkeys, five (5) ducks, five (5) geese, or ten (10) pigeons. A horse may be substituted for a cow.~~

FAMILY FOOD PRODUCTION "LITE": The keeping of animals and fowl on the premises intended for family use on a lot at least **TEN** ~~twenty thousand (210,000)~~ square feet **AS OUTLINED IN SECTION 8-6-46(B)**. ~~shall not exceed the following:~~

~~The numbers of any two (2) of the following animal and fowl groups: ten (10) rabbits, fifteen (15) chickens, fifteen (15) pheasants, five (5) turkeys, five (5) ducks, five (5) geese, or ten (10) pigeons.~~

**FARM ANIMAL(S):** The keeping of animals and fowl commonly used for food or fiber production or as a beast of burden, for commercial purposes or for pleasure. The regulations for farm animal density allowed in various zones is contained in Morgan County Code 8-6-46.

8-5A-3: USE REGULATIONS:

	Districts					
	MU-160	F-1	A-20	RR-10	RR-5	RR-1
Accessory buildings and uses customarily incidental to conditional uses	C1	C1	C1	C1	C1	C1
Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P
Accessory buildings and uses customarily incidental to permitted agricultural uses	P	P	P	P	P	P
Agricultural and forestry:						
Agribusiness	C2	-	C2	C2	C2	-
Agriculture, including <b><u>ALLOWING THE RAISING, KEEPING,</u></b> grazing and pasturing of animals; the tilling of the soil, the raising of crops, horticulture and gardening	P	P	P	P	P	P

Apiary and aviary	P	P	P	P	P	P
Family food production	P	P	P	P	P	P
TABLE CONTINUES- NO FURTHER CHANGES PROPOSED						

**8-5B-3: USE REGULATIONS:**

No building, structure or land shall be used, and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the rural residential district, single-family residential district or multiple residential district, except as provided in this article.

	Districts				
	R1-20	R1-12	R1-8	RM-7	RM-15
Accessory buildings and uses customarily incidental to conditional uses	C1	C1	C1	C1	C1
Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P
Agricultural and forestry:					
<b>Agriculture, including grazing and pasturing of animals; the tilling of the soil, the raising of crops, horticulture and gardening</b>	P				
Tilling of the soil, the raising of crops, horticulture and gardening	P	P	P	P	P
<b>Farm Animals (see MCC 8-6-46)</b>	<u>P*</u>	<u>-P*</u>	<u>P*-</u>	=	=
TABLE CONTINUES- NO FURTHER CHANGES PROPOSED					

\* Farm animals are permitted as based on lot size with the minimum lot size of 10,000 square feet required as defined in section 8-6-46b.

**8-6-46: FARM ANIMALS**

**A. Large Farm Animals – Large Lot Sizes**

1. **Areas Zoned for Farm Animals:** Farm animals are allowed in R1-20 zone are allowed on lots one acre or larger. The number and type of animals and fowl allowed in these zones shall be limited as in subsection 2 of this section.
2. **Animals Allowed:** Not more than any of the following are allowed: one cow or horse; or two (2) sheep or goats; or two (2) hogs; or twenty-five (25) pheasants or chickens or, rabbits, or pigeons; or ten (10) geese or ducks.
  - a. -Animals and fowl not specifically listed may be substituted for those listed of similar size.
  - 2.b. Larger animals listed above (i.e. cow, horse, sheep, goats, and hogs require a lot or parcel size of one (1) acre minimum.

3. Lot Size: For every acre of lot area, one of the above-mentioned types of animals will be allowed. Furthermore, for every additional ten thousand (10,000) square feet of lot area, one additional type of animal will be allowed.
4. Setbacks from property lines and residential structures:
  - a. Buildings for housing or care of animals may be located no closer than ten feet (10') to any side or rear lot line, thirty feet (30') to any public street and one hundred feet (100') to any dwellings on adjacent property.
  - b. Structures for the care and keeping of swine shall be located at least two hundred feet (200') from all buildings on adjacent lots predominantly used or occupied by humans.
5. Applicant shall show that odor, dust, noise, or drainage will be so controlled as to not constitute a nuisance or hazard to adjoining property or uses.
6. Farm animals must be kept within an enclosed area or structure sufficient to contain the animals on site.
7. Roosters: Roosters shall only be permitted in the RR-1, RR-5, RR-10, A-20, MU-160 and F-1 zoning districts.
8. Nuisances: The Morgan County animal ordinance shall govern animal nuisances. (MCC 5-5)

**B. ~~Small Farm Animals~~ – Small Lot Sizes**

1. Areas Zoned for Farm Animals: Farm animals are allowed in ~~R1-20~~ zones on lots ~~2010,000~~ square feet or larger. The number and type of animals and fowl allowed in these zones shall be limited as in subsection 2 of this section.
2. Animals Allowed: Not more than any of the following are allowed: ~~two (2) sheep or goats; or twenty-fiveten~~ (2510) pheasants, or chickens, or rabbits, or pigeons; or ~~ten-five~~ (105) geese or ducks. Animals and fowl not specifically listed may be substituted for those listed of similar size.
3. Lot Size: For every ~~acre~~ 210,000 square feet of lot area, one of the above-mentioned types of animals will be allowed. Furthermore, for every additional ten thousand (10,000) square feet of lot area, one additional type of animal will be allowed.
4. Setbacks from property lines and residential structures:
  - a. Buildings for housing or care of animals may be located no closer than ten feet (10') to any side or rear lot line, thirty feet (30') to any public street and ~~one hundred feet (100')~~ FIFTY (50) FEET to any dwellings on adjacent property.
  - b. All pens, sheds, barns, coops and stables housing animals and fowl shall be located not less than fifty feet (50') from a public street and ~~one hundred feet (100')~~ FIFTY (50) FEET ~~one hundred feet (100')~~ from any residential buildings on adjacent lots. These provisions shall not apply to pastures.
5. Applicant shall show that odor, dust, noise, or drainage will be so controlled as to not constitute a nuisance or hazard to adjoining property or uses.
6. Farm animals must be kept within an enclosed area or structure sufficient to contain the animals on site.

7. Roosters: Roosters are not permitted.
8. Nuisances: The Morgan County animal ordinance shall govern animal nuisances. (MCC 5-5)

C. Farm Animals – Nuisances

1. Animal locations, structures, pens, corrals and any other premises or structure used for the keeping of horses, cows, sheep, goats, rabbits, chickens, doves and pigeons or any other animals must be kept in clean and sanitary conditions, free from obnoxious odors and substances. All animals shall be kept confined. Animals or fowl cannot create a disturbance to the residents in the particular locality by creating any noise, odor or damage to the adjacent property. Property owners found in violation to this section shall be subject to MCC Section 8-1-8 Penalties.

P.H



### 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](mailto: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: 3/21/23

Time Requested: 20 min

Name: Joshua Cook

Phone: (801) 845-4059

Address: 48 W. Young Street

Email: jcook@morgancountyutah.gov

Fax: \_\_\_\_\_

Associated County Department: Planning and Development Department

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

Discussion/Public Hearing/Decision - Morgan County Final Plat Expiration Amendment

An amendment to the Morgan County Code Section 8-12-41 and 8-12-59 regarding the expiration of final plats.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

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

62



## COUNTY COMMISSION

### Final Plat Expiration Amendment

March 21, 2022

#### **PLANNING & DEVELOPMENT**

---

#### **Public Hearing**

Morgan County Final Plat Expiration Amendment

Staff: Joshua Cook, AICP  
Planning & Development Director

An amendment to the Morgan County Code Section 8-12-41 and 8-12-59 regarding the expiration of final plats.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission met on March 9, 2023, to discuss the proposed Final Plat Expiration text amendment. After a brief discussion about the proposed two years as opposed to one year or a shorter time limit, the Planning Commission recommended unanimous approval 5-0.

#### **8-12-41: EXPIRATION OF FINAL PLAT;**

If the final plat is not recorded within ~~six (6)~~ **TWO YEARS** months from the date of County Council **COMMISSION** approval, such approval shall be null and void. This time period may be extended by the County Council **COMMISSION** for up to one additional **ONE YEAR** ~~six (6) month~~ period for good cause shown. The subdivider must petition in writing for an extension prior to the expiration of the original ~~six (6) months~~ **APPROVAL**. No extension will be granted if it is determined that it will be detrimental to the County. If any of the fees charged as a condition of subdivision approval have increased, the County may require that the bond estimate be recalculated and that the subdivider pay any applicable fee increases as a condition of granting an extension.

#### **8-12-59: EXPIRATION OF SMALL SUBDIVISION APPROVAL;**

Once written approval of the small subdivision has been granted, the subdivider shall have **two (2) years** ~~six (6) months~~ to record the subdivision. If recordation has not taken place within the specified time limitation, the approval shall become null and void. This time period may be extended by the Zoning Administrator for up to an additional **ONE (1) YEAR** ~~three (3) month~~ period for good cause shown. The subdivider must petition in writing for this extension prior to the expiration of the original **TWO (2) YEAR** ~~six (6) month~~ period.

#### **SUMMARY**

The County Commission, during a meeting requested that staff amend the Morgan County Code to increase the allotted approval time for Final Plats from its current expiration time frame of six (6) months to two (2) years. With the ability to extend the final plat approval one time for one (1) year. This extension of approval times will give applicants and developers more time to install improvements and infrastructure.

Findings:

1. This proposal is not detrimental to the health, safety, and welfare of the public.
2. That the proposed amendment is consistent with goals, objectives and policies of the County's general plan;
3. That the proposed amendment will allow for some additional development potential for properties within the County;

The following are the proposed changes to Morgan County Code 8-12-41.

**PROPOSED CHANGES TO MORGAN COUNTY CODE**

**8-12-41: EXPIRATION OF FINAL PLAT**

If the final plat is not recorded within ~~six (6)~~ **TWO YEARS** ~~months~~ from the date of County ~~Council~~ **COMMISSION** approval, such approval shall be null and void. This time period may be extended by the County ~~Council~~ **COMMISSION** for up to one additional **ONE YEAR** ~~six (6) month~~ period for good cause shown. The subdivider must petition in writing for an extension prior to the expiration of the original ~~six (6) months~~ **APPROVAL**. No extension will be granted if it is determined that it will be detrimental to the County. If any of the fees charged as a condition of subdivision approval have increased, the County may require that the bond estimate be recalculated and that the subdivider pay any applicable fee increases as a condition of granting an extension.

**8-12-59: EXPIRATION OF SMALL SUBDIVISION APPROVAL;**

Once written approval of the small subdivision has been granted, the subdivider shall have **two (2) years** ~~six (6) months~~ to record the subdivision. If recordation has not taken place within the specified time limitation, the approval shall become null and void. This time period may be extended by the Zoning Administrator for up to an additional **ONE (1) YEAR** ~~three (3) month~~ period for good cause shown. The subdivider must petition in writing for this extension prior to the expiration of the original **TWO (2) YEAR** ~~six (6) month~~ period.

**SAMPLE MOTION**

Sample Motion for *approval* – “I move to approve the revision of the Morgan County Code Sections 8-12-41 and 8-12-59 to amend the language increasing the time allowed for final plat approvals before expiring from six (6) months to two (2) years, based on the text and findings listed in the staff report dated March 21, 2023.”

Sample Motion for *approval with additional changes* – “I move approve the revision of the Morgan County Code Sections 8-12-41 and 8-12-59 to amend the language increasing the time allowed for final plat approvals before expiring from six (6) months to two (2) years, based on the text and findings listed in the staff report dated March 21, 2023, with the following corrections:”

1. List any corrections...

Sample Motion for *denial* – “I move deny the revision of Morgan County Code Sections 8-12-41 and 8-12-59 amending the language to increase the final plat approval time before expiring from six (6) months to two (2) years, *due to the following findings:*”

1. List any additional findings...



2023

**END OF  
COUNTY  
COMMISSION  
MEETING  
PACKET**