

**NOTICE OF MEETING TO BE HELD IN PUBLIC AND EXECUTIVE SESSION
OF THE MORGAN COUNTY COUNCIL
TUESDAY, MAY 5, 2020
5:30 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH**

REGARDING THIS MEETING

Due to the state mandated limitations regarding gathering in groups and as per the directive by Governor Herbert this meeting will be held in an electronic format.

WATCH THE MEETING

You may observe the meeting on the Morgan County YouTube Channel, ([Morgan County YouTube Channel](#)).

PUBLIC COMMENT

If you would like to comment on any of the agenda items there are two ways to participate.

1. Email comments to Morgan County Staff (sclark@morgan-county.net)
Please submit email by 5 pm on the day of the meeting
2. Provide Comment on the phone during the meeting to the Council or Commission
In order to provide comments via phone please call or email county staff by 5 pm on the day of the meeting with the following information:
 - Name
 - Topic or item you would like to speak on (public comment or which public hearing item)
 - Phone number

You will be called by county staff at the appropriate time during the meeting to provide comment via the phone.

AGENDA

5:30 Work Session

- Robert McConnell –Ulrich & Associates Invoices, April 24, 2020 letter and proposal for payment
- Robert McConnell – Proposal to amend Section 10-10-2(B) of the Morgan County Code to identify non-residents to be members of the Airport Advisory Board, provided such non-residents are either the current owner of a hangar on the Morgan County Airport or a current lessee of hangar space at the Morgan County Airport
- Lance Evans and Dave Webster – Appointment of Morgan County Building Code Board of Appeals. Review the code requirement for the Board of Appeals in preparation for appointments on May 19, 2020

6:30 Call to Order

Prayer & Pledge

Approval of Agenda

Approval of Minutes

Declare Conflicts of Interest

Public Comment Period

Business –

- Cary Rowser – Discussion/Decision – Geological survey that was required on 3 lot subdivision
- Lance Evans – Continuation of a Public Meeting from the Planning Commission on March 12, 2020 – Discussion/Decision – Frontier Estates Preliminary Plat: A proposed four-lot subdivision preliminary plat located at the south end of Frontier Drive in Mountain Green, Utah
- Lance Evans – Continuation of a Public Meeting from the Planning Commission on April 23, 2020 – Discussion/Decision – Cox Plat Amendment – in the Peterson area to reduce the irrigation easement on lot #1 from 25 feet to 10 feet
- Lance Evans – Continuation of a PUBLIC HEARING from the Planning Commission on April 23, 2020 – PUBLIC HEARING/Discussion – HCA Rezone – A proposed rezone of approximately 14.70 acres from Light Manufacturing (LM) to Highway Commercial (CH) located at approximately 5649 W Old Highway Road in Mountain Green, Utah
- Lance Evans – Continuation of a PUBLIC HEARING from the Planning Commission on April 23, 2020 – PUBLIC HEARING/Decision – Pace Future Land Use Map Amendment – A proposed amendment to the Future Land Use Map of approximately 2.44 acres going from Agricultural to Rural Residential. Located at approximately 1418 S Morgan Valley Drive
- Mike Newton/Rachel Turk Discussion/Decision on application/agreement for the CLG grant that helps fund historical society projects
 1. Robert McConnell – Discussion/Decision – Consideration of Lease Agreements for:
 - CC4 – Steven Hooper (previously approved by CC but requires ratification)
 - CC5 – Shawn Beckstrom
 - CC6 – Shane Johnson
 - DD1 – James Fawson (pending Phase 1 changes)
 - DD2 – Joe Aimò (pending Phase 1 changes)
 - DD3 – Christian Wheeler (pending Phase 1 changes)
- Approval of Contract between Morgan County and Staker Parson Companies for 2020 Street Maintenance Projects

ADJOURN

Note: The Council may vote to discuss certain matters in Executive/Closed Session pursuant to Utah Code Annotated §52-4-205. In accordance with the requirements of Utah Code Annotated §52-4-203 (2)(e)(f), the clerk records in the minutes the names of all citizens who appear and speak at the County Council meeting and the substance "in brief" of their comments. Such statements may include opinion or purported facts. The county does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to state law. In compliance with the Americans with Disabilities Act, individuals needing accommodations (including auxiliary communicative aids and services) during this meeting should notify Stacy Netz Clark at (801)845-4011 at least 24 hours before this meeting. Agendas are also posted on the county web site at <http://www.morgan-county.net> under 'Agendas & Notices' and on the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>.

Date Posted: 4/28/2020
Time Posted: 3:30 p.m.
Posted by: Stacy Netz Clark

5:30

Council Work Session





County Council Agenda Request Form

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

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

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

Council Meeting Date: May 5, 2020 Time Requested: 15
Name: Robert McConnell Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: County Council

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discuss Ulrich & Associates Invoices, April 24, 2020 letter and proposal for payment.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Ulrich & Associates, PC

Certified Public Accountants

April 24, 2020

Morgan County Council
Morgan County, Utah

Dear Council Members:

We are writing this letter in support of invoice 14402 issued on 8/31/2019 for \$17,560 and invoice 14653 issued on 10/31/2019 for \$3,100. Both invoices are still outstanding and statements have been mailed to the County on a monthly basis in an attempt to collect payment.

Per discussions with the County attorney and Council Chair it was our understanding that the Council needed additional information to substantiate the invoices. We have provided the following at the request of the County attorney:

- Financial report in both PDF format and excel format
- Work in progress detail
- Trial balance workpaper used for the financial report
- Adjusting journal entries report
- Reclassifying journal entries report

We have additional workpapers which include another 40-50 PDF documents with multiple pages each and another 15-20 excel workbooks. These documents can be viewed at our office as additional support if the council would like to schedule at time to review them. The unpublished format of the financial report can also be reviewed in our office where the appropriate software is available.

The Council expressed concern that this billing was substantially higher than what was billed in the past for Ulrich & Associates' services. Following are the invoices for services billed for the prior year:

Invoice 10981; \$14,425; Invoice 11024: \$1,165; Invoice 11250: \$1,175
For a total of: \$16,765

The current year invoice total is a 23% increase over the prior year. This increase is due to additional time spent providing information to external auditors and revising the report at the request of the external auditor and county staff. This includes multiple meetings between us, the county, and the external auditor and over 80 emails back and forth.

We request the County remit payment for the invoices identified above. If the County is in need of any additional support for these invoices please contact our office.

Sincerely,



Kaela Cornwell, CPA
Ulrich & Associates PC

Members of Utah Association of CPAs | American Institute of CPAs

Michael E. Ulrich, CPA
Heather Christopherson, CPA
Kaela Cornwell, CPA | Ryan C. Ulrich, JD

4991 South Harrison | Ogden, Utah 84403
Tel] 801.627.2100 | Fax] 801.475.6548
website] www.ulrichcpa.com



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Council Meeting Date: May 5, 2020 Time Requested: 10 minutes
Name: Robert McConnell Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: Airport Advisory Board

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Proposal to amend Section 10-10-2(B) of the Morgan County Code to identify non-residents to be members of the Airport Advisory Board, provided such non-residents are either the current owner of a hangar on the Morgan County Airport or a current lessee of hangar space at the Morgan County Airport.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



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Council Meeting Date: May 5 2020

Time Requested: 10min

Name: Lance Evans and David Webster

Phone: 801-845-4015

Address: 48 W Young Street

Email: levans@morgan-county.net

Fax: _____

Associated County Department: Planning and Development Services

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Work Session - Discussion: Appointment of Morgan County Building Code Board of Appeals. Review the code requirements for the Board of Appeal in preparation for appointments on May 19, 2020.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

TO: Morgan County Council

FROM: Dave Webster, Building Official

DATE: 4/28/2020

RE: Building Board of Appeals

I have recently suspended the building permits for two houses in the Heather Meadows Subdivision, because there is not adequate water flow for fire suppression, as required by Morgan County Code.

Both permit holders have requested applications for a hearing before the building board of appeals.

MCC 7-7-13 requires a board of three members to be appointed by the county council.

Since there are currently no appointed board members, I plan on providing the council, a list of names, of potential board members, for consideration, at the next council meeting.

I am asking for any input or ideas the council may have on the creation of the building board of appeals.

Minutes



**NOTICE OF MEETING TO BE HELD IN PUBLIC AND EXECUTIVE SESSION
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MORGAN COUNTY COURTHOUSE
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 - Phone number

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AGENDA

5:30 Work Session

Presentation on Public Improvement Districts (PID) by Marcus Keller, with Zions Public Finance

6:30 Call to Order

Prayer & Pledge

Approval of Agenda

Approval of Minutes

Declare Conflicts of Interest

Public Comment Period

Business –

1. Jason Morgan/Morgan Weed Board – Discussion/Decision – Dyers Woad Program
2. Bret Heiner – Discussion/Decision – Approval on 2020 Morgan County road projects with Staker Parsons
3. Lance Evans – CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON March 12, 2020 – Discussion/Hearing/Decision – A proposed Amendment to MCC 8-5C: Commercial and Industrial Districts – adding design standards to all commercial zones in Morgan County
4. Sara Swan – Discussion/Decision – Policy and Ordinance relating to contracts
5. Matt Roundy – Discussion/Decision – Request amendment of 2019 property taxes
6. Robert McConnell – Discussion/Decision – Consideration of Lease Agreements for:
 - CC4 – Steven Hooper (previously approved by CC but requires ratification)
 - CC5 – Shawn Beckstrom
 - CC6 – Shane Johnson
 - DD1 – James Fawson (pending Phase 1 changes)
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Date Posted: 4/02/2020
Time Posted: 4:30 p.m.
Posted by: Stacy Netz Clark

**MINUTES OF THE PUBLIC AND EXECUTIVE SESSION
OF THE MORGAN COUNTY COUNCIL
TUESDAY, APRIL 21, 2020
5:30 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH**

Except as noted above, times for agenda items are approximate and may be changed as circumstances require. Agenda items may or may not be discussed in the order they are listed. Interested members of the general public are encouraged to remain in attendance for the duration of the meeting in the event discussion of an agenda time begins earlier than listed.

Members Present

Robert McConnell
Daryl Ballantyne
Mike Newton (via GoTo Meeting)
Roland Haslam
Sarah Swan
Robert Kilmer
Tina Cannon (via GoTo Meeting)

Others Present

Other Staff Present

Stacy Netz Clark, County Clerk/Auditor
Lance Evans, County Community Development Director
Jan Farris, County Attorney

Council Work Session

- Presentation on Public Improvement Districts (PID) by Marcus Keller, with Zions Pubic Finance

Meeting called to order by Member McConnell at 6:30 PM.

Prayer & Pledge

The prayer and pledge were given by Member Kilmer.

Approval of Agenda

Item #6 will be postponed.

Member Kilmer moved to approve the agenda with the noted changes. Seconded by Member Ballantyne. The vote was unanimous. The motion passed.

Approval of Minutes

March 10, 2020

Member Haslam moved to approve the March 10, 2020 minutes with the noted corrections. Seconded by Member Ballantyne. The vote was unanimous. The motion passed.

April 7, 2020

Member Kilmer moved to approve the April 7, 2020 minutes with the noted corrections. Seconded by Member Newton. The vote was unanimous. The motion passed.

Declare Conflicts of Interest

Member Haslam declared a conflict of interest with item #5.

Public Comment Period

Member Ballantyne reported a comment from Dennis Peterson regarding the road to Round Valley. Bret Heiner stated that work on that particular road will be done within the next week by the road department.

Jason Morgan/Morgan Weed Board – Discussion/Decision – Dyers Woad Program

Jason Morgan appeared via phone before the Council to request \$1,000 funding from the County to support the Morgan Conservation District's annual Bag O'Woad Dyers Woad program, as well as payment for the dumping fee for the weeds. It is anticipated that the bags will be handed out on May 6th and end on the 26th (dependent on the weather). Information has been distributed regarding proper social distancing when reporting in. The dumpster will be needed at the Road Department on the 13th.

Member Haslam moved to pay the \$1,000 donation year as well as pay the dumping fees for the dyers woad program. To be paid from the garbage fund. Seconded by Member Kilmer. The vote was unanimous. The motion passed.

Bret Heiner – Discussion/Decision – Approval on 2020 Morgan County road projects with Staker Parsons

Bret Heiner, Public Works Director, presented the 2020 Street Maintenance Project Bid sheet along with the map of roads. The list of roads includes:

HMA Overlay:

Blue Jay Circle

Highland Drive (HWY 30 to Sierra)

Highland Drive (Sierra to Woodland)

Poll Drive

Chip Seal with Fog Coat

Cottonwood Canyon Road (HWY 30 to Willow Creek Rd)

Cottonwood Canyon Road (Willow Creek Rd Browning)

Silver Leaf Drive (Old Hwy Rd to Roundabout)

Silver Leaf Drive (Harvard Dr to Cottonwood Canyon Dr)

Trappers Point Subdivision

Bid opening date was March 28, 2020. Engineer's Estimate is \$511,951. Top three bids are as follows:

Staker Parsons - \$403,814.80

Advanced Paving - \$417,972.00

Granit Construction Company \$430,060.50

Member Kilmer approve the 2020 street maintenance projects as presented with the addition of Round Valley Road overlay and accept the bid from Staker Parson with that contract to come back to the council for approval at the next meeting. Seconded by Member Ballantyne. The vote was unanimous. The motion passed.

Lance Evans – CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON March 12, 2020 – Discussion/Hearing/Decision – A proposed Amendment to MCC 8-5C: Commercial and Industrial Districts – adding design standards to all commercial zones in Morgan County

Morgan County adopted design standards as part of the Town Center Zoning Ordinance on August 7, 2018. In a review and update to this ordinance on August 8, 2019 the Planning Commission directed planning staff to draft an ordinance to adopt these design standards for all the commercial and industrial zones in Morgan County. The ordinance is proposed for adoption to establish design standards in commercial and industrial zones throughout Morgan County.

Member Kilmer moved to go into public hearing. Seconded by Member Haslam. The vote was unanimous. The motion passed.

There was no public comment.

Member Swan moved to go out of public hearing and back into regular haring. Seconded by Member Kilmer. The vote was unanimous. The motion passed.

Member Swan moved to approve the revisions of Morgan County Code Title 8-5C-7 to add Commercial Design Standards, application #19.046, Morgan County Ordinance #20-03, based

on the draft code and the findings in the April 21, 2020 staff report. Seconded by Member Haslam. The vote was unanimous. The motion passed.

Sara Swan – Discussion/Decision – Policy and Ordinance relating to contracts

Member Swan presented the Council with a proposed policy and ordinance relating to contracts. She explained that the policy would establish a uniform policy for requesting, approving and recording contracts. The ordinance would establish the duties, obligations and operational procedures of the county purchasing agent including appointment procedures and the rules and regulations relating to procurement, surplus property disposal procedures and other related functions.

The Council will read through the proposed policy and ordinance and respond with specific comments or adjustments in order for the documents to go through the process for formal adoption.

Matt Roundy – Discussion/Decision – Request amendment of 2019 property taxes

It was noted that this item was postponed from the April 7th meeting in order for the applicant to have an opportunity to submit supporting documentation. An email was sent to Mr. Roundy giving him until Monday April 20th to submit his information, noting that failure to provide the required documentation may result in the denial of his request. Mr. Roundy did not respond.

Member Swan moved to deny the amendment of the 2019 property taxes due to the lack of the supporting documents. With the ability to reapply at a later date with proper information. Seconded by Member Kilmer. Voting in favor were Members Swan, Newton, Kilmer, McConnel, Ballantyne and Cannon. Member Haslam abstained. The motion passed.

Member Kilmer moved to adjourn. Seconded by Member Swan.

APPROVED _____
Chairman

Date _____

ATTEST _____
Clerk

Date _____

6:30

Business





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Council Meeting Date: 04/21/20 Time Requested: _____
Name: Cary Rowser Phone: 801-829-5533
Address: 2423 S Kilbourn Lane Morgan Utah 84050
Email: cirowser@icloud.com Fax: _____
Associated County Department: Planning and Zoning

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

I would like to discuss my 3 lot subdivision. Specifically the geological survey that was required.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

From: Debbie rowser <cd.rowser@gmail.com>
Sent: Tuesday, April 28, 2020 8:09 AM
To: sclark@morgan-county.net
Subject: County Council Agenda
Attachments: Geological Survey.rtf

Good Morning,

Attached are supporting documents for my request to be included on the Morgan County Council Agenda. Cole submitted the request last week and said that you would hold on to it until you received this document.

Thanks so much for your help

Cary Rowser

Morgan County Council

I am requesting to be placed on the Agenda for the Morgan County Council in regard to the 3 Lot Subdivision of my property named Rowser Ranch.

We have been in the process of subdividing our property since May of 2018. We received Concept Approval for the subdivision on March 28, 2019.

We came into the Morgan County Planning office in 2018 to get a packet and find out what we had to do to begin this process. We spoke to Gina Grandpre and she went through the steps one of them being a Geological Survey. We questioned why we would need this survey as the land was flat. She checked a map on her computer and told us that this plat was actually **not** in an area that would require that survey.

We have been working with Jess Holyoak through this process. The day we were going to meet him at the planners office to submit our final paperwork he called us and said that he had looked online and the county had changed the policy concerning the geological survey in November of 2019 and now required every subdivision throughout the county to have the geological survey regardless of size or location.

Upon learning this I went to the Planning office and spoke to Lance. I expressed my concerns and displeasure that this be required at this stage of the process. I felt it highly unnecessary as I have had a home on the property for 42 years and a 60 X 60 Shop and multiple other buildings with no problem. I also felt like I should be grandfathered in since that was not the policy when I began the process. Lance said to give him a week and he would check into it and see if anything could be done. I spoke with him a week later and he said that nothing could be done and we would have to proceed with the survey. So begrudgingly I moved ahead because I felt our hands were tied.

For this geological survey we were required to dig 4 holes 10 feet deep and tapered to ground level 20 feet long for 2 lots. Two of the holes were not even close to where the homes would be built. One was in a driveway and the other was across the irrigation ditch where homes would never be built. These

4 holes for 2 homes seems to me to be extremely excessive and I might add that the two geologists who did the survey agreed with me.

I decided to contact my county council representative Rober Kilmer to express my frustration. I explained to him that we were told when we began this process that this survey was not required but then we were told we were going to be required to do it. After seeing how we had to dig the place up for 2 lots I was even more frustrated. It cost me \$6200.00 which was wasted money as far as I was concerned. We had already proven that the ground was stable by everything we had done with it over the last 42 + years.

Robert agreed that as we had already began the process for our subdivision that we should have been held to the requirements that were in place at that time and not to the change that took place a few months before we were to submit our final papers. He suggested that we petition the County Council for a reimbursement for that geological survey. It is to this end I solicit your consideration in this matter.

Cary Rowser



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Council Meeting Date: May 5 2020

Time Requested: 20min

Name: Lance Evans

Phone: 801-845-4015

Address: 48 W Young Street

Email: levans@morgan-county.net

Fax: _____

Associated County Department: Planning and Development Services

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

****CONTINUATION OF A PUBLIC MEETING FROM THE PLANNING COMMISSION ON March 12, 2020** Discussion/ Decision - Frontier Estates Preliminary Plat: A proposed four-lot subdivision preliminary plat located at the south end of Frontier Drive in Mountain Green, Utah.**

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



Planning and Development Services

COUNTY COUNCIL STAFF REPORT Frontier Estates Preliminary Plat

Frontier Estates Preliminary Plat
May 5, 2020
Public Meeting
File #19.059

Property Address: Approximately 6700 N. Frontier Drive, Mountain Green
General Plan Land Use Designation: Rural Residential
Zoning District: RR-1

REQUEST: The applicant, JoAnn Smith Family Partnership, requests approval of the Frontier Estates Subdivision Preliminary Plat for the creation of four (4) lots in Mountain Green.

PLANNING COMMISSION RECOMMENDATION: The Morgan County Planning Commission met twice to review the Frontier Estates Preliminary Plat. At their first meeting on February 13, 2020, they discussed several concerns including: geologic hazards in the area, lot restrictions and the availability of water to service the lots in addition to the area. The February 13 meeting was postponed by the Planning Commission to allow the applicant time to address in more detail some of the outstanding issues.

At the second Planning Commission meeting on March 12, the Planning Commission again discussed the issues of geologic safety of the proposed lots, how to enforce critical geologic restrictions, water capacity in the area and how the proposed road would be impacted if it crossed into the 25-foot setback required from geologic hazards. The applicant's geotechnical engineer and geologist were available to discuss the geologic issues. Four people discussed their concerns of notification of geologic issues, concerns over geologic hazard mitigation and water capacity during the public comment section of the meeting. After significant discussion the Planning Commission voted 4 to 2 to recommend denial to the County Council for the Frontier Estates Preliminary Plat application. Based on two findings:

1. That the Highlands Water Company is currently deficient in source capacity for existing residents as well as new development.
2. That the subdivision plat has a street crossing in a no-build no fill zone.

REVISED PRELIMINARY PLAT: The applicant submitted revised drawings to address the concerns of the Planning Commission. Planning, geologic and engineering staff have reviewed the revised plans and there are still concerns and corrections that need to be addressed in the revised plans. These revisions would become Conditions of Approval, if the plat is approved. They include:

- 1) Plat note #2 should state that, "A Geologic Hazards Evaluation report a Geotechnical Investigation report (and Addendums) are recorded at the Morgan County Recorder's Office".
- 2) Plat note #3 should refer to Lots 1-4, not 3-6.
- 3) The last sentence in plat note #4 should be corrected to state that, "No structures, landscaping, irrigation systems, utility lines, ~~or septic systems (if in use)~~ should shall be installed or constructed west of the setback line."
- 4) Plat note #8 should be deleted. (The note refers to significant site grading which is not allowed within the proposed platted area.)
- 5) The change on the geologic setback line to move it off the proposed road is based on the original geologic data and not the Geologic Investigation addendum and still needs to be substantiated that moving the line is acceptable.
- 6) General note 7 states that the road is 1144.59 feet. The maximum length of a "Dead End Street" in Morgan County Code 8-12-44I is 1000 feet. The road length needs to be modified.
- 7) There is a portion of the overall parcel of land east of the proposed road that needs to be addressed. The current plat does not have it labeled and Morgan County Code does not allow for a remainder or remnant parcel. Originally, it was labeled as "future lots" which staff requested to be removed, however, it now leaves a remnant parcel and it needs to be addressed. Staff recommend platting the area as Lot 5.

As reference only, the staff had recommended conditions of approval to the planning commission on March 13, 2020 based on the review of Morgan County Subdivision Code and the information in this staff report, for the preliminary plat for the Frontier Estates Subdivision subject to all applicable regulations and the following conditions:

1. That all outsourced consultant fees are paid current prior to final plat recordation.
2. That all other local, state, and federal laws are adhered to.
3. All County Engineer comments are addressed.
4. That all recommendations from the Geologic and Geotechnical Report for Frontier Estates and Addendums by Christensen Geotechnical will be followed.
5. That Highlands Water Company receive an Operating Permit from the State of Utah Division of Drinking Water for the "Johnson Well Site" prior to final plat submittal.
6. That the Highlands Water Company demonstrate through capacity tests verified by Utah State Division of Drinking Water and the County Engineer to provide sufficient source capacity and determined to be sufficient, showing a safe yield and capacity to the proposed lots in the preliminary plat in addition to all the current service requirements prior to final plat submittal.
7. That the reference to any "future phase lot" be removed from the plat.
8. Add plat notes 1-8 from the preliminary/final submittal plat to page one of the Frontier Estates No.1 Preliminary Plat.
9. That Covenants, Conditions and Restrictions (CCRs) are submitted prior to final plat application to ensure compliance with building envelopes, no-build areas and utility improvements in the subdivision.
10. That the developer work with the State Engineer's Office, State of Utah Dam Safety & Stream Alterations Division of Water Rights - Department of Natural Resources on the design and installation of grade control structures in the stream would likely help reduce channel erosion and in turn help prevent de-stabilization of the toe and consequently the

slope, even if from natural causes.

PROJECT DESCRIPTION:

Proposal Details

The proposed four lot subdivision is located at the south end of Frontier Drive adjacent to the Trappers Loop Subdivision. The overall property consists of 268.73 acres, the subdivision proposes to subdivide four lots and a road from the original 268-acre parcel. Lots 1-3 are approximately 1.5 acres and Lot 4 is over 3 acres. The subdivision proposes to use Highlands Water Company for their water source and Mountain Green Sewer Improvement District for their proposed method of sewage disposal. The access and frontage will be obtained from a Frontier Drive in Trappers Point Subdivision which will be extended into a cul-de-sac for approximately 850 feet.

Proposed Project Details

Item	Zone Regulation	Proposal
Area Regulation	1 unit per acre	<i>complies</i>
Width & Frontage Regulations	200 feet frontage and width	<i>complies</i>
Front Yard Regulations	30 feet	<i>complies</i>
Side Yard Regulations	15 feet	<i>complies</i>
Side Street Setback	NA	
Rear Yard Setback	20 feet	<i>complies</i>

DISCUSSION:

The preliminary plat requirements come from Morgan County's Land Use Management Code, Title 8, Chapter 12, Section 22 and subsequent sections. Staff has reviewed the requirements and procedures for a plat and have found that the application request meets these standards. However, prior to the final plat submittal and request all conditions of approval must be addressed.

Concept Plan Approval

The concept plan was approved by the Morgan Planning Commission on August 22, 2019 with sixteen conditions of approval (COA). These conditions have been addressed with details and plat notes on the preliminary plat application. One of the COAs is that the small subdivision be reviewed by both the Planning Commission and the County Council. This application is the first step in that process.

Zoning

The zoning of the parcel is RR-1:

8-5A; Article A: Multiple Use, Agriculture and Rural Residential Districts:

D. Rural Residential Districts:

1. The purposes of providing a rural residential district are:

- a. To promote and preserve in appropriate areas conditions favorable to large lot family life;*
- b. Maintaining a rural atmosphere;*
- c. The keeping of limited numbers of animals and fowl; and*

- d. Reduced requirements for public utilities, services and infrastructure.*
2. These districts are commercial and industrial uses. (2010 Code)

As proposed subdivision plat appears to meet the zoning requirements.

Utilities

All utility services are required to have a “service agreement” for preliminary plat approval. Water service to the proposed lots is a required to be documented through a service agreement which the applicant has provided. The Utah State Division of Drinking Water has informed staff that the completion of the “Johnson Well Site” is required to provide the necessary capacity for Highlands Water Company to service the properties. The well and capacity shall be verified as a condition of approval (COA) for the final plat application submittal.

Geologic Hazards

A Geologic Hazards investigation was completed at the time of Concept Plan review and approval. The investigation completed Christensen Geotechnical identified several issues and the plat has been redesigned to comply with the geologic findings. Several additional plat notes have been added to address and ensure that the proposed homes will be removed from any slide areas by the designation of building envelopes. Additionally, the western portions of the lots are required to remain undisturbed and unimproved. These requirements are listed in the plat notes and on the plat to inform all future owners of the restrictions.

These notes have been added to the plat and they have established restricted areas via plat notes to direct the improvements.

Plat Notes

GENERAL NOTES

1. The county zoning for this property is RR-1. The entire property lies within this zone.
2. The site is covered with wild grass, and sage brush.
3. There are no flood plain boundaries to show on this plat.
4. The shaded area represents a 25% slope or greater.
5. The culinary water system and sanitary sewer are to be supplied by the same system that is in the Trapper's Pointe P.R.U.D. Plat "B" which stub to the south end of Frontier Drive.
6. Sewer is being proposed to be done in one of two methods, yet to be determined.
 - 6.1. First, is to utilize a gravity system to collect the effluent from each lot which will then drain to the low point on Lot 2. From this location a lift station is proposed to be used to deliver the effluent to the existing manhole at the south end of Frontier Drive where the system is gravity drained. The gravity system is being installed so that it can be connected to the existing gravity system to the east as the property to the east develops.
 - 6.2. Second, is to still install a gravity system for future use once the property to the east is developed. In this option we would be having each house install their own grinder pump that would connect to a single pressure line that would discharge into the existing manhole at the south end of Frontier Drive.
7. The total distance from the existing end of the pavement of Frontier Drive to the end of the project is 923.46 feet, more or less. From the intersection of Frontier Drive and Rendezvous Road to the end of the project is 1144.59 feet, more or less.

PLAT NOTES

1. The property shown hereon is in a Geologic Hazards Study Area.
2. A Geologic Hazards Evaluation report and Geotechnical Investigation report (and Addendum) are available for review at the County.
3. The property is in landslide-prone terrain and landslides have been identified on portions of Lots 3, 4, 5, and 6.
4. This setback line is denoted on Figure 3E of the Geologic Hazards Evaluation report dated March 26, 2019 prepared by Western Geologic & Environmental, LLC, and it to be located 15 feet from the historical landslide margin and at a point that is 25 foot setback from the crest of the steep bank-cut slopes overlooking Dry Creek, which ever is greater. Slopes west of this setback line must remain undisturbed. No Structures, landscaping, irrigation systems, utility lines, or septic systems (if in use) should be installed or constructed west of the setback line.
5. Non-buildable areas identified in the Geologic Hazards Evaluation report shall be required to be left in a natural state with no improvements of any kind.
6. The location of the landslide scarps are digitized from the Geologic Hazards Evaluation report. Should the actual location of the scarps need to be identified on the ground it may be necessary to be done by the Geotechnical Engineer that has identified these features.
7. Any work to the bed and/or banks of the stream within twice the bankfull with up to a maximum of 30 feet on either side of that bankfull elevation requires a stream alteration permit from the State Engineer's Office.
8. If site grading significantly changes the existing grades or raises the site grade by more than 4 feet, the County, prior to issuing a building permit, will require additional stability assessments.

PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on February 3, 2020 more than 10 days prior to the scheduled meeting. (Morgan County Code 8-3-13C)
- ✓ A Public Notice was posted on the County website on February 3, 2020.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on February 3, 2020.
- ✓ A sign was posted on the site on February 3, 2020
- ✓ The Planning Commission agenda was posted on the State of Utah Public Notice website on February 5, 2020.

The Planning and Development office has not received any phone calls or emails, from Morgan County residents, regarding this application.

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments

Fire/EMS Services: No Comments

*Frontier Estates Preliminary Plat
May 5, 2020 – County Council
Application #19.059*

Engineering: See Memos below
Surveying: No Comments
Recorders: No Comments

ENGINEERING MEMO #1 - January 31, 2020



M e m o r a n d u m

To: Lance Evans, Planning and Development Services Director
Morgan County

From: Mark T. Miller, P.E.
Wasatch Civil Consulting Engineering

Date: January 31, 2020

Subject: **Frontier Estates – Preliminary Plan Review**

We received the revised Preliminary Plans for the subject project and have the following observations and recommendations:

1. The buildable areas, landslide set-backs and notes about geology will need to be modified once the more detailed geohazards report is completed. At that time, we recommend dimensioning the buildable areas.
2. A roadway cross-section should be shown.
3. We can't have two 'Future Lots' in the development. The developer should designate these parcels as numbered lots.
4. Stormwater detention should be shown conceptually.
5. The proposed 48" CMP is unacceptable. Reinforced concrete pipe will be required. Size and end treatments will need to be justified through hydraulic calculations on the final plans.
6. A 110' diameter turn-around is required. The proposed bubble does not meet that requirement.

If you have any questions, please call.



M e m o r a n d u m

To: Lance Evans, Planning and Development Services Director
Morgan County

From: Mark T. Miller, P.E.
Wasatch Civil Consulting Engineering

Date: April 28, 2020

Subject: **Frontier Estates – Preliminary Plan Review**

We received the revised Preliminary Plans for the subject project and have the following observations and recommendations:

1. The roadway cross-section does not match the Morgan County standard cross-section and should be revised. The developer's engineer can contact our office for the cross-section detail.
2. The revised subdivision description eliminates the two future lots from the subdivision. Unless the now undefined portion is a separate parcel, it is still being subdivided, and the developer cannot eliminate this area from the plat. It looks like it is still part of the subdivision so it must be addressed. We recommend it be labeled as Lot 5 because Remnant Parcels are not allowed in Morgan County.
3. We did not find information on the plans for detention, as requested in our previous memo. We also looked at Basecamp and did not see any detention plans. Morgan County requires stormwater detention. The final plans should include calculations for detention, pipe sizes, specifications for inlet and end treatments for the 48" diameter culvert and a trench cross-section.
4. Vertical curve calculations are required on the final plans.
5. Note 4. has significant restrictions for each lot. Past experiences with the neighboring subdivision (Trapper's Pointe) have shown that restrictions will not work unless there is a mechanism of enforcement. It is typically not the County's responsibility to police outside of the right-of-way on private property, so we recommend a Homeowner's Association or some other method be proposed to ensure that the restrictions listed on the plat are followed.
6. Note 6 should be revised to indicate "it is necessary", instead of "it may be necessary".
7. The County may want to consider eliminating the flexibility provided in Note 8. The updated Geologic Hazards Ordinance requires the developer to provide all geohazards mitigation

and to improve all lots so that they are in a buildable condition, upon sale. Notes 8 anticipates significant changes, which would likely alter the nature of Geohazards analysis done to this point.

8. The total length of the proposed roadway cannot exceed 1,000 feet from the intersection of Rendezvous Road and Frontier Drive to the center of the proposed cul-de-sac.

If you have any questions, please call.

Staff has provided the following recommended motions:

Recommended Motions

Sample Motion for Denial – “I move we deny the Frontier Estates Preliminary Subdivision Plat, application #19.059, located at approximately at 6700 Frontier Drive, as recommended by the Morgan County Planning Commission based on the following findings:

1. That the Highlands Water Company is currently deficient in source capacity for existing residents as well as new development.
2. That the subdivision plat has a street crossing in a no-build no fill zone.

Sample Motion Approval with conditions– “I move we approve the Frontier Estates Preliminary Subdivision Plat, application #19.059, located at approximately at 6700 N Frontier Drive, based on the findings and with the conditions in the March 13, 2020 Planning Commission staff report and the additional conditions listed in the staff report dated May 5, 2020.”

Sample Motion for Approval– “I move we approve the Frontier Estates Preliminary Subdivision Plat, application #19.059, located at approximately at 6700 N. Frontier Drive, based on the following findings:”

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

VICINITY MAP & EXISTING CONDITIONS

The site slopes gradually to the south along a small ridge. The subdivision is adjacent to residential and agricultural uses.

Uses adjacent to the Property

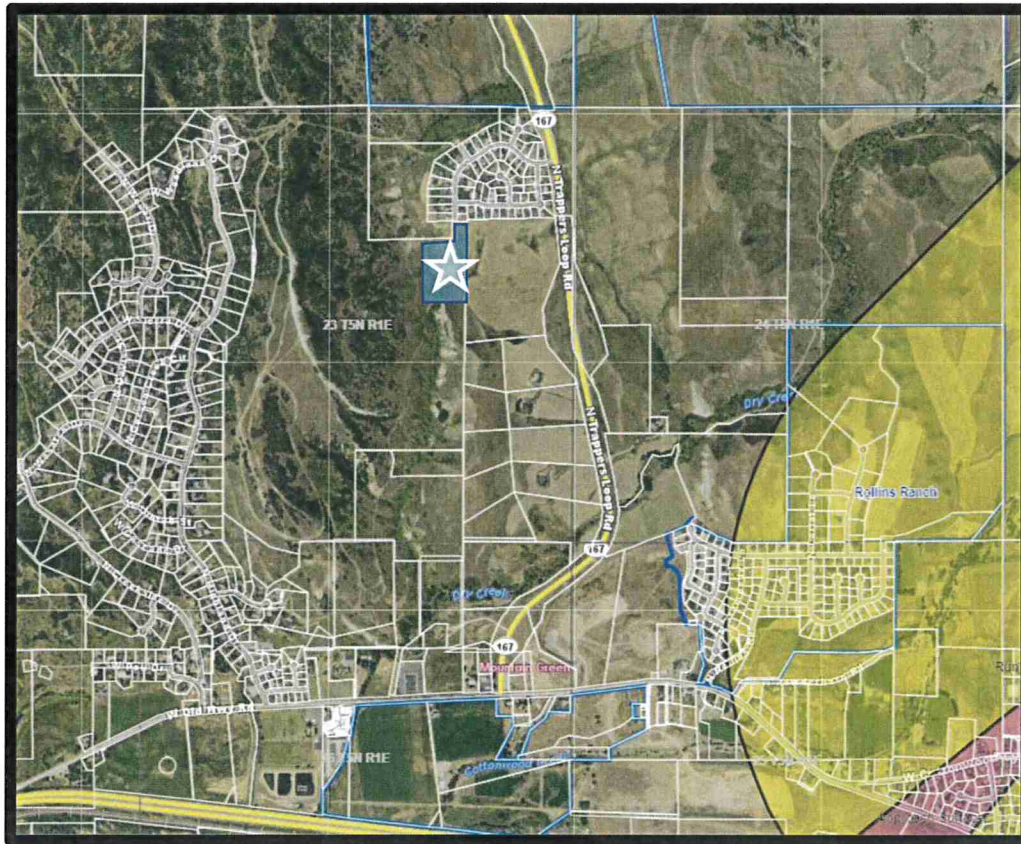
North: Residential

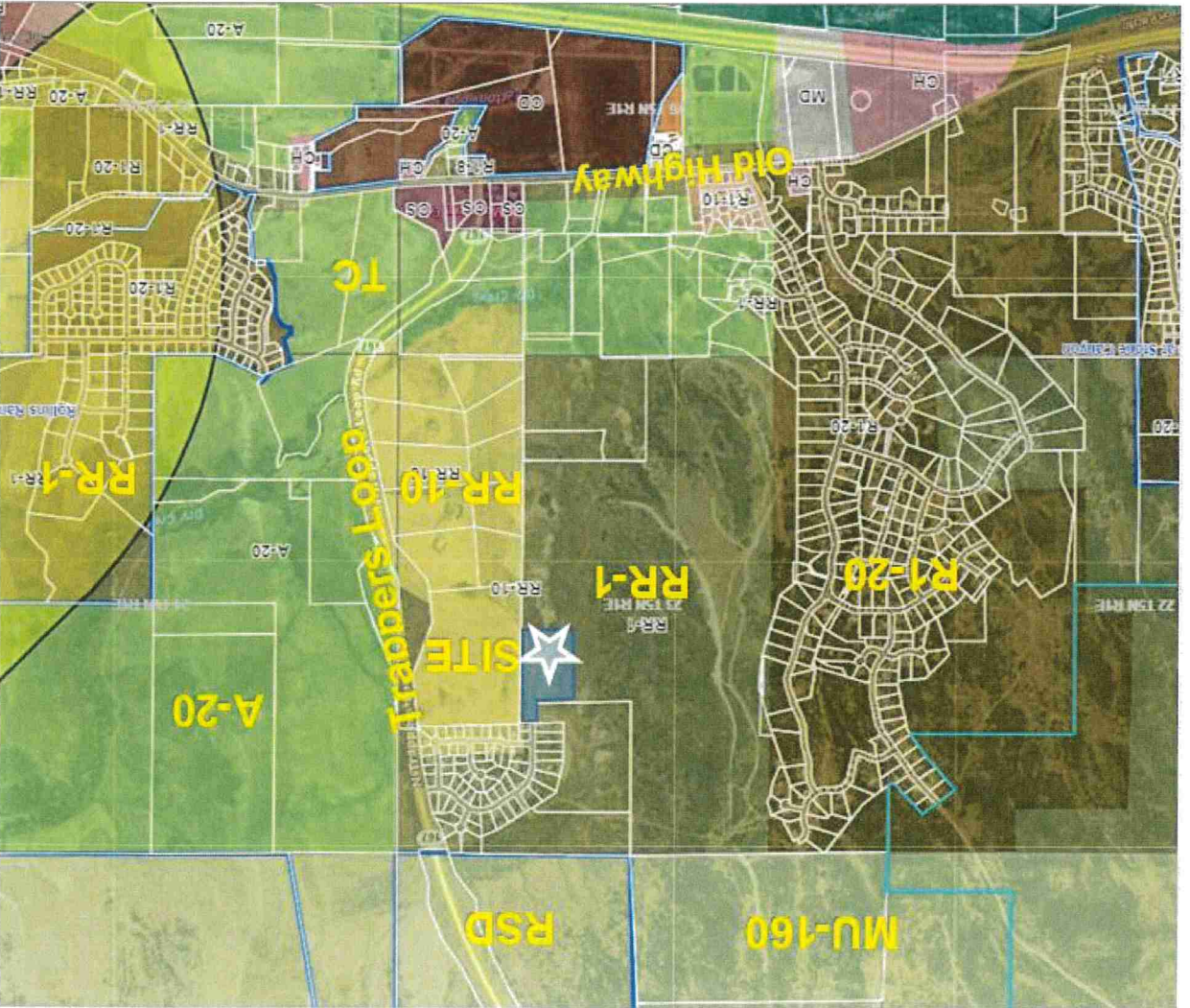
East: Agriculture

South: undeveloped range land

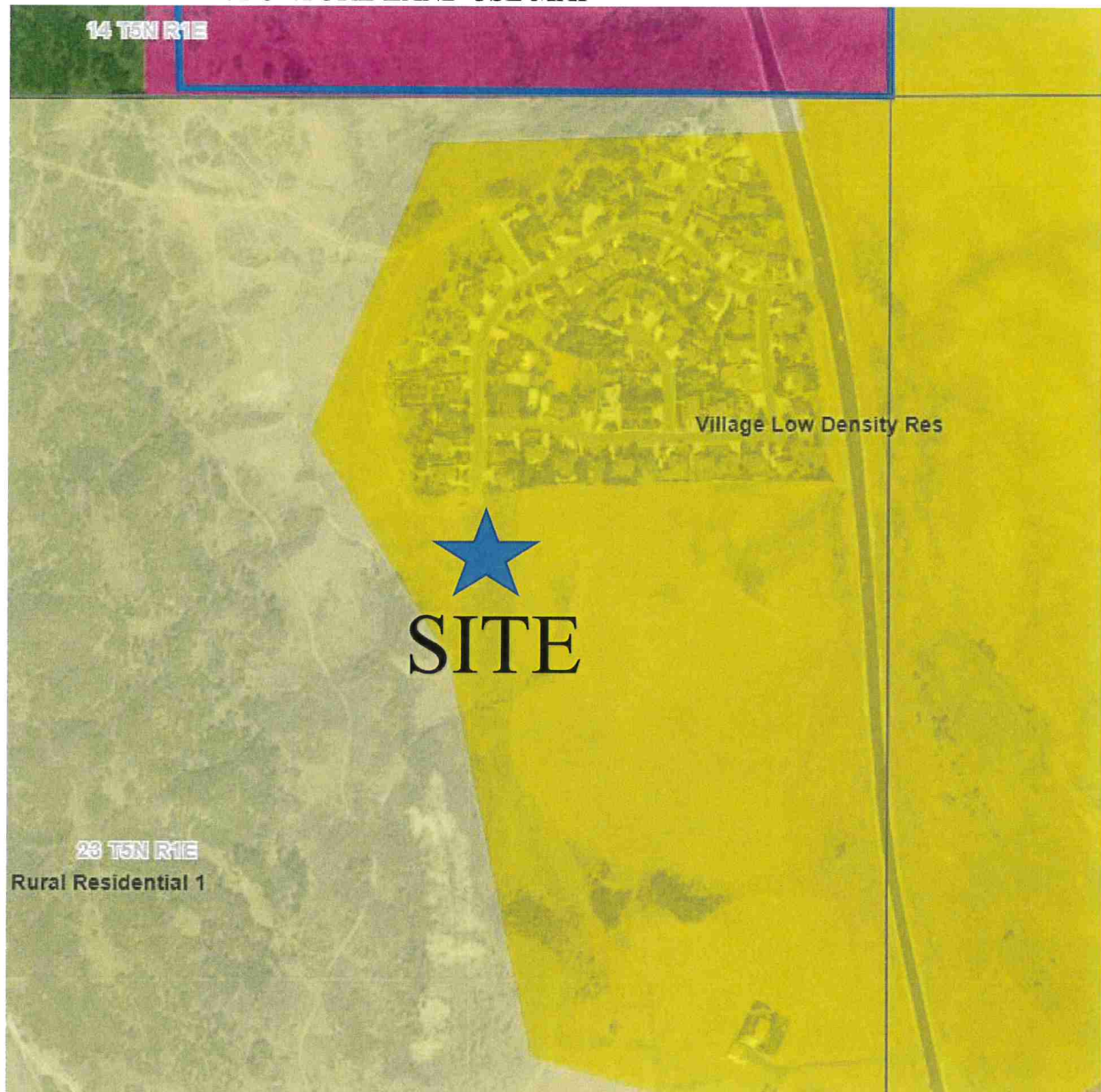
West: undeveloped range land

The proposed preliminary plat would add four lots south of the existing Frontier Drive in Mountain Green.





GENERAL PLAN FUTURE LAND USE MAP



ANALYSIS OF STANDARDS

Standards		Findings	Rationale
<p>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-64 states the following:</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 has been reviewed for preliminary and final plat standards.</i></p>			
<p>8-12-24: PRELIMINARY PLAT SUBMITTAL: <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>Vicinity Map</p> <ol style="list-style-type: none"> 1. Drawn at a maximum scale of one thousand feet (1,000') to the inch. 2. Show all existing and proposed roadways in the vicinity of the proposed development. 3. A north arrow. 4. The nearest section corner tie. 5. Subdivision name. 	Complies	
B	<p>Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.</p>	Modifications required, COA#7	The applicant has submitted the certified boundary survey. Revisions are required to reflect the five lots and road only. The title report has been submitted as well.
C	<p>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</p> <ol style="list-style-type: none"> 1. Drawn at a scale not smaller than one hundred feet (100') to the inch. 2. A north arrow. 3. Subdivision name. 4. The layout and names and widths of existing and future road rights of way. 5. A tie to a permanent survey monument at a section corner. 6. The boundary lines of the subdivision with bearings and distances. 7. The layout and dimensions of proposed lots with lot areas in square feet. 8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces. 9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings. 10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas. 11. Location and ownership of all adjoining tracts of land. 12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010) 	Complies, Requires modifications, COA #7	Building envelopes and no build areas are key elements to ensure compliance with the Geologic Hazards Investigations.
D	<p>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. Topography at two foot (2') contour intervals. 3. North arrow. 4. Subdivision name. 5. Areas of substantial earthmoving. 6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains. 	Complies	The applicant has submitted a grading and drainage plan as required.

	<p>7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA).</p> <p>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.</p> <p>9. Show any existing wetlands.</p> <p>10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012)</p>		
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. North arrow. 3. Subdivision name. 4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications. 5. Show location and dimensions of all utility easements. 	Complies	The applicant has submitted a utility plan and details as required.
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> 1. Three (3) copies of a geotechnical soils report. 2. A traffic report when required by the planning commission or county engineer. 3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision. 4. Service agreements from all utility companies or providers. 5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval. 6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist. 7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat. 8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development. 9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a 	See Conditions of Approval (COA) #4-8	The applicant provided the County with a copy of the original Geotechnical report and the other required elements. Several minor revisions are required to reflect the four-lot plat and to ensure that adequate water is available when the final plat is submitted.

	<p>minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply.</p> <p>10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.</p>		
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	The geologic hazards investigation has been submitted and addressed in the plat notes.
H	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	Complies	The applicant agrees to these terms.
I	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	Does not Comply, See COA #9	No CCR's are submitted. CCRs are required to assist in compliance with building envelopes, no-build areas and utility improvements.
J	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	Complies	The applicant has submitted these documents.
K	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	Complies	This is included on the proposed plat.
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)	Complies	The COAs from the concept plan have been met.

Attachments

- A. Frontier Estates Concept Plan Conditions of Approval**
 - B. Morgan County Preliminary Plat Code Requirements**
 - C. Frontier Estates Preliminary Plat**
 - D. Highlands Water Company Conditional Will-Serve Letter 1-9-20**
 - E. Public Comments/ Emails Submitted**
 - F. Morgan County Planning Commission Minutes for March 12 and Feb. 13, 2020**
 - G. Geologic Report Addendums**
-

Attachment A: Frontier Estates Concept Plan Conditions of Approval

On August 22, 2019, the Morgan County Planning Commission approved the request for Concept Plan for the Frontier Estates Subdivision based on the following conditions:

Conditions:

1. That the recommendations from the Geologic and Geotechnical Report for Frontier Estates and the Addendum by Christensen Geotechnical shall be followed and identified on the plat and/or added as plat notes to the preliminary plat including:
 - a. A plat note stating that the property is in a Geologic Hazards Study Area.
 - b. A plat note stating that a “Geologic Hazards Evaluation report and Geotechnical Investigation report (and Addendum) are available for review at the County.”
 - c. A plat note stating that the property is in landslide-prone terrain and that landslides have been identified on portions of Lots 3, 4, 5, and 6.
 - d. Geologic setback areas, non-buildable areas and building envelopes shall be delineated on the preliminary plat.
 - e. A plat note stating that non-buildable areas shall prohibit grading, structures, landscaping, irrigation systems, utility lines, or septic systems (if in use).
 - f. Non-buildable areas identified in the study shall be required to be left in a natural state with no improvements of any kind.
 - g. The plat shall show the landslides delineated by WG&E on Lots 3, 4, 5, and 6.
 - h. The plat shall show the setback areas shown by WG&E on Lots 3, 4, 5, and 6.
 - i. The 2001 Frontier Drive landslide and the landslides above Dry Creek (Western Geologic and Environmental, figures 3C and 3E) shall be shown on the plat.
 - j. A plat note stating that any work to the bed and/or banks of the stream within twice the bankfull with up to a maximum of 30 feet on either side of that bankfull elevation will require a stream alteration permit from the state
 2. All geotechnical engineer review requirements shall be addressed on the preliminary plat.
 3. If the site grading significantly changes the existing grades or raises the site grade by more than 4 feet, the County, prior to issuing a building permit, will require additional stability assessments.
 4. That all outsourced consultant fees are paid current prior to final plat recordation.
 5. That all other local, state, and federal laws are adhered to.
 6. That this subdivision shall go through the standard subdivision process, not the shortened small subdivision process.
-

Attachment B: Morgan County Preliminary Plat Code Requirements

8-12-24: PRELIMINARY PLAT SUBMITTAL:

The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:

A. Vicinity map:

1. Drawn at a maximum scale of one thousand feet (1,000') to the inch.
2. Show all existing and proposed roadways in the vicinity of the proposed development.
3. A north arrow.
4. The nearest section corner tie.
5. Subdivision name.

B. Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.

C. Preliminary plat (all facilities within 200 feet of the plat shall be shown):

1. Drawn at a scale not smaller than one hundred feet (100') to the inch.
2. A north arrow.
3. Subdivision name.
4. The layout and names and widths of existing and future road rights of way.
5. A tie to a permanent survey monument at a section corner.
6. The boundary lines of the subdivision with bearings and distances.
7. The layout and dimensions of proposed lots with lot areas in square feet.
8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces.
9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings.
10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas.
11. Location and ownership of all adjoining tracts of land.
12. Proposed subdivision phasing plan and relationship to existing phases of development.
(Ord. 10-16, 12-14-2010)

D. Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):

1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.
2. Topography at two foot (2') contour intervals.
3. North arrow.
4. Subdivision name.
5. Areas of substantial earthmoving.
6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains.
7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA).
8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to off site facilities, and off site drainage facilities planned to accommodate the project drainage.
9. Show any existing wetlands.
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)

E. Utility plan (may be combined with plat sheet, if approved by the county engineer):

1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout.
2. North arrow.
3. Subdivision name.
4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications.

5. Show location and dimensions of all utility easements.
- F. The subdivider shall provide the following documents with the application:
 1. Three (3) copies of a geotechnical soils report.
 2. A traffic report when required by the planning commission or county engineer.
 3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision.
 4. Service agreements from all utility companies or providers.
 5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval.
 6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist.
 7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat.
 8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development.
 9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply.
 10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.
- G. When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.
- 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.
- 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.
- J. Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.
- K. Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.
- 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)

8-12-26: REVIEW OF PRELIMINARY PLAT:

- A. The planning commission shall review the submitted preliminary plat and determine compliance with the standards and criteria set forth in this title and all other ordinances of Morgan County, including, but not limited to, the land use management code, general plan, master street plan, road and bridge standards, and applicable building codes. Courtesy notice of the public meeting at which the planning commission reviews the proposed preliminary plat shall be provided in accordance with section 8-12-11 of this chapter. The planning commission shall make findings specifying any inadequacy in the application, noncompliance with county regulations, design and construction standards and/or engineering, and the need for any additional information which may assist the planning commission to evaluate the preliminary plat. The planning commission may review all relevant information pertaining to the proposed development including, but not limited to, the following: fire protection; sufficient supply of culinary and secondary water to the proposed subdivision; sanitary sewer and septic service; traffic considerations and the potential

for flooding; etc. The planning commission shall submit its findings and recommendations regarding approval or disapproval of the preliminary plat to the county council for review and decision.

- B. The county council shall review the findings and recommendations by the planning commission for the proposed preliminary plat. The county council may make any modifications to the proposed preliminary plat that it considers appropriate, and which are in accordance with this title.
- C. Granting of preliminary plat approval by the county council shall not constitute a final acceptance of the subdivision by the county council. Approval of the preliminary plat shall not relieve the subdivider of the responsibility to comply with all required conditions and ordinances, and to provide the improvements and easements necessary to meet all county standards and requirements.
- D. Preliminary plat approval must be granted by the county prior to the application for final plat approval. (Ord. 10-16, 12-14-2010)

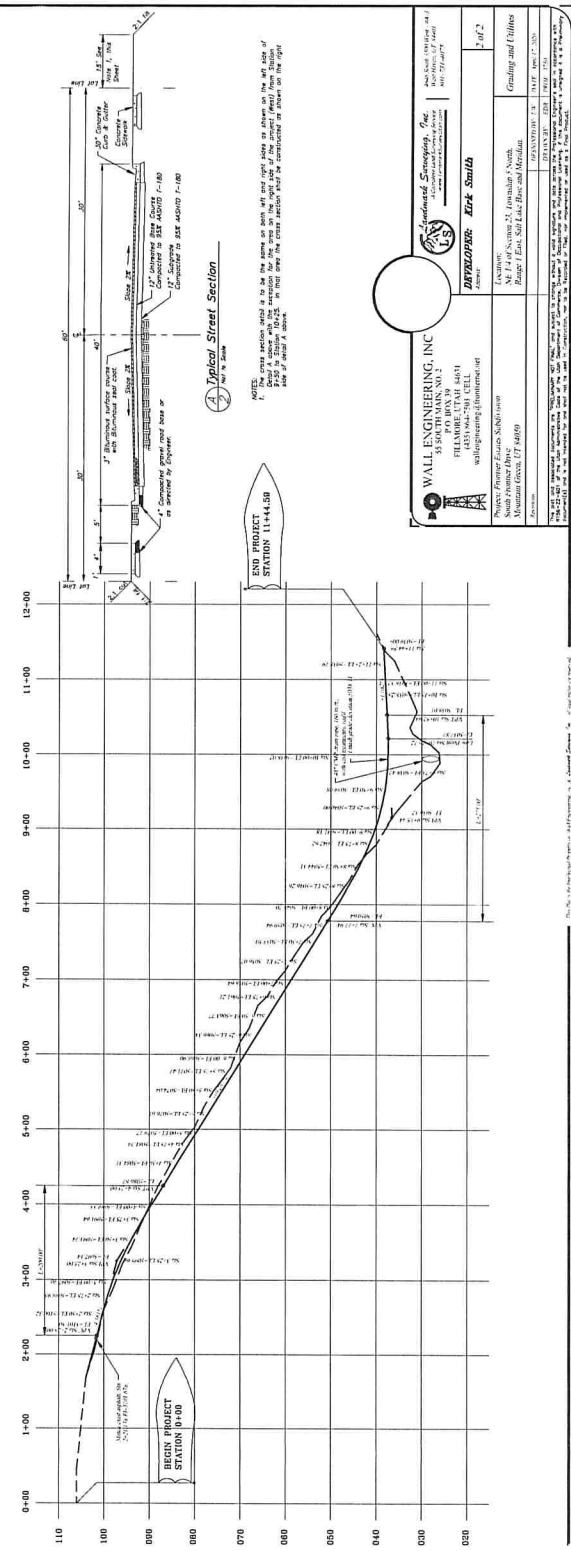
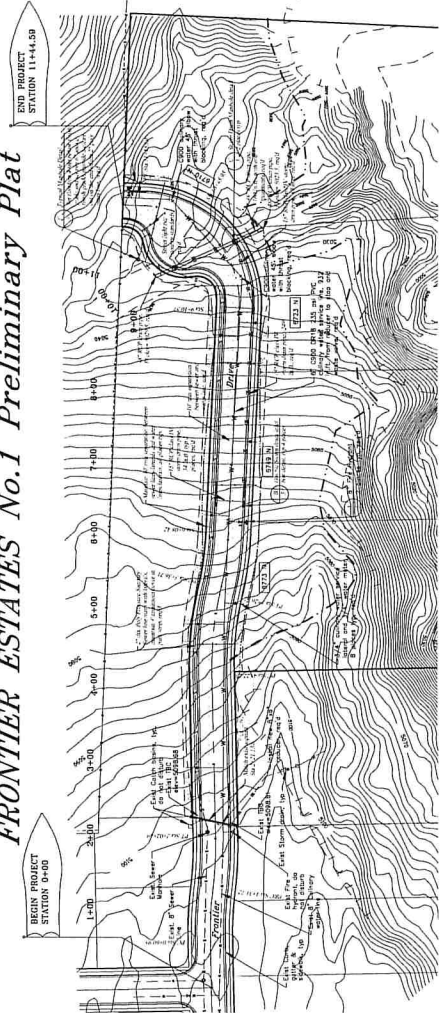
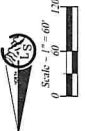
8-12-27: PHASING OF SUBDIVISION DEVELOPMENT:

- A. Where a subdivision is proposed to be developed in phases, the subdivider shall, as a requirement of preliminary plat submittal, identify the location of all proposed phases within the subdivision, along with a proposed time line for the construction of proposed public and private improvements. (Ord. 10-16, 12-14-2010)

8-12-28: EXPIRATION OF PRELIMINARY PLAT APPROVAL:

- A. Once preliminary plat approval has been granted, the subdivider may apply for final plat approval. If the subdivider has not applied for approval of the final plat within one year of the date of preliminary plat approval by the county council, the preliminary plat must again be submitted in accordance with this chapter. This time period may be extended up to twelve (12) months for good cause shown if subdivider petitions the county council for an extension prior to the expiration date, however only one 12-month extension may be granted.
- B. In those cases where a subdivision is proposed to be developed in phases, preliminary plat approval for the remaining portions of the subdivision shall expire three (3) years from the date the final plat for the first phase is recorded, unless this provision is modified by a specific development agreement. (Ord. 10-16, 12-14-2010)

FRONTIER ESTATES No.1 Preliminary Plat



NOTES:
1. The cross section shown is to the line shown on plan and all right-of-way lines shown on the plan are to be constructed as shown. The cross section is shown on the plan and all right-of-way lines shown on the plan are to be constructed as shown.

WALL ENGINEERING, INC.
35 SOUTH MAIN, NO. 2
FLEMING, UTAH 84401
409-333-7900
www.walleng.com

DEVELOPER: Kirk Smith
Kirk Smith
3414 S. 1st of System 25, Tremonton's North
Range 1 East, 3rd Lake Park and Meridian
Tremonton, UT 84400

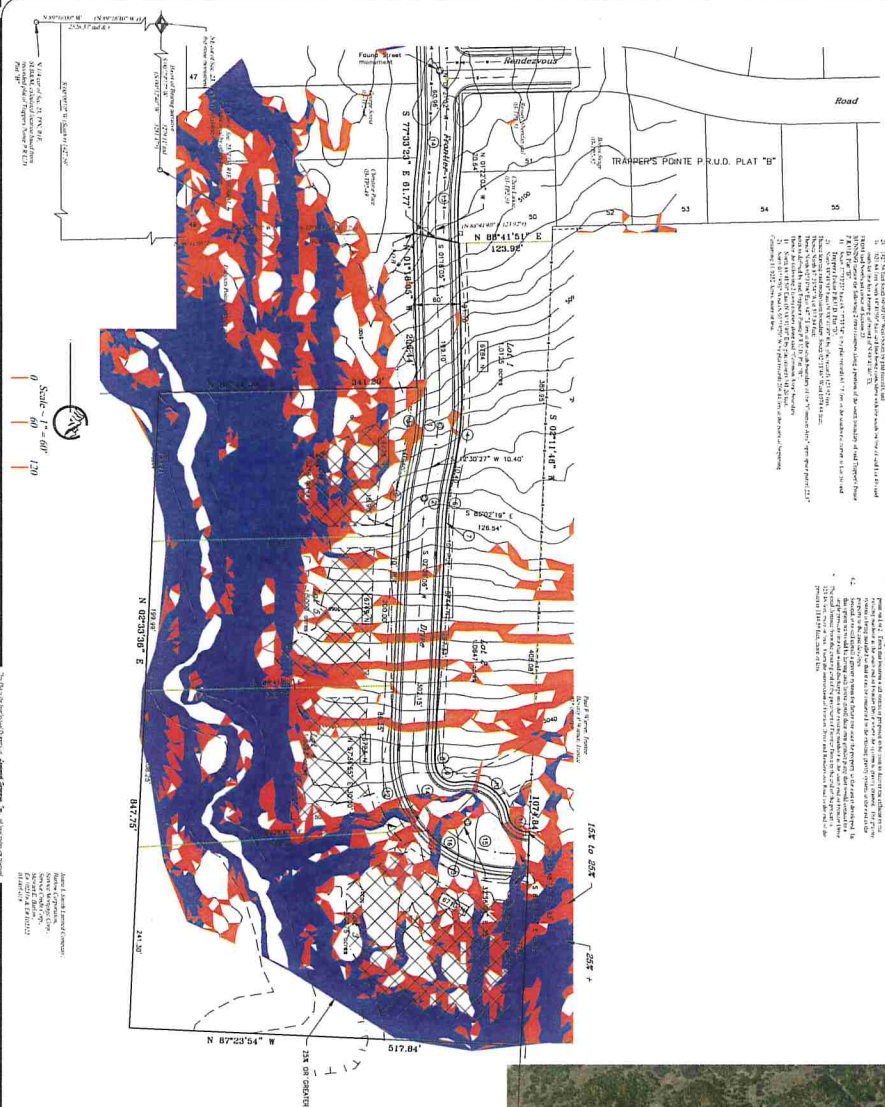
Project Name	Frontier Estates No. 1	Sheet No.	2 of 2
Project Location	Range 1 East, 3rd Lake Park and Meridian	Drawn By	Grading and Utilities
Scale	1" = 40'	Check By	
Revision		Drawn By	


This drawing is the property of Wall Engineering, Inc. and shall not be used, copied, or reproduced in any way without the written consent of Wall Engineering, Inc. The user of this drawing assumes all liability for any errors or omissions and for any consequences resulting from the use of this drawing.

VICINITY MAP

GENERAL NOTES

The first two studies with the girls and the eight boys, and the first study with the boys and the eight girls, were carried out in the same way. The first study with the girls and the eight boys, and the first study with the boys and the eight girls, were carried out in the same way. The first study with the girls and the eight boys, and the first study with the boys and the eight girls, were carried out in the same way.



 Standard Smoothing, Inc. 12500 Wilshire Blvd., Suite 100 Los Angeles, CA 90025 (213) 791-7979	
DIRECTOR: Rick Smith (213) 791-7979 ext. 3033	
VP of Ad Services President, Smith Design Team, San Jose, CA and Nashville	
Company	Location: HQ
Date: 09/11/2007	Time: 7:30
CONCEPT PLAN	

Attachment D



Highlands Water Co.
5880 Highland Dr.
Mountain Green, UT 84050
801 876-2510
rodgersmithone@hotmail.com
24 hour phone # 801 641-3655

Conditional Will-Serve Letter

January 9, 2020

Kirk Smith

8018 Hampton Valley Dr

Chesterfield VA 23832

Re: Conditional Will-Serve Letter – [Frontier Estates (“Project”)]

This Conditional Will-Serve Letter is provided to allow your development to proceed through the preliminary planning process of Morgan County, Utah. This letter sets forth the requirements and conditions upon which Highlands Water Company (“HWC”) agrees to provide water service to the above referenced Project.

This letter is based on the information you have provided to Highlands and to Morgan County.

The official Will Serve letter will be issued prior to final plat approval and after a Development Agreement is executed between you and Highlands and will be subject to the terms of the Development Agreement.

Based upon the information you have provided, Highlands has the current understanding of the Project and Highlands’ Conditional Will-Serve Letter is limited by this information:

1. Based upon the Project concept provided by you, the Project will consist of [4] ERU and will require 4 acre-feet of fully consumptive water rights approved for use by HWC from Highlands’ source of supply. It is your obligation to dedicate the required water rights to Highlands.

The HWC Water System has approximately 429 gpm of capacity in springs and 500 gpm of capacity from Well #WS005. Source capacity is 929 gpm total. Limitations and analysis of Division of Drinking Water capacity calculations indicates a total of 875 ERU’s. 483 ERU’s are currently being used in the system. The 4 ERU’s for Frontier Estates brings the total to 487 ERU’s (56%). Leaving 392 ERU’s (44%) in the water system.

2. All Project level improvements required by Highlands or Morgan County are the obligation of the developer.

After the Development Agreement is signed and any outstanding fees paid, Highlands will issue The “Will Serve Letter.”

Billing for water service will commence upon completion of construction and the installation of water meters. It is our understanding that each unit in the Project will be metered and billed separately.

Sincerely,

Highlands Water Company

Rodger Smith, President

THIS IS A CONDITIONAL WILL-SERVE LETTER

Attachment E

levans@morgan-county.net

From: Kathy <haws@readytek.net>
Sent: Thursday, February 13, 2020 1:04 PM
To: levans@morgan-county.net
Subject: Planning Commision considerations for Frontier Estates

Commissioners,

In your review of the Frontier Estates preliminary plat on tonight's agenda I would ask that you invoke Morgan County Code sections 8-12-26 A and B. Section A states that The planning commission may review all relevant information pertaining to the proposed development including, but not limited to, the following: fire protection; **sufficient supply of culinary and secondary water to the proposed subdivision**; sanitary sewer and septic service; traffic considerations and the potential for flooding; etc. Though not required at preliminary application, water and the other items listed can be addressed. According to the Utah State Division of Drinking Water Highlands water company does not have adequate water capacity and have not corrected the items listed in the sanitary survey. It is irresponsible to consider adding additional homes to a system that is currently unable to meet the requirements for existing homeowners and businesses.

An almost unanimous majority of the homeowners in Trapper's Pointe submitted documentation protesting building in the Dry Creek area. Having endured two landslides to date and having been told to expect more we are vehement in asking for any protection that has been recommended. No building is the safest answer we have received. The geo tech report submitted for the proposed lots and the State Geological Hazard Division have recommended areas in the proposed lots be left in their natural state as they determined it is not safe to build, landscape or irrigate those areas. Having been deemed a hazard to our homes, those areas should not be included in the proposed lots. Our homes should not be vulnerable to future homeowners that don't understand or don't care about the danger in modifying their yards.

County Code Section B States that the county council shall review the finding and recommendations by the planning commission for the proposed preliminary plat. Our hope is that due to water and other factors that the application will be

denied. I ask that if you consider approving any building that you will recommend the lots be modified outside of the slope areas so that the areas to be avoided will be removed from the proposed lots.

Thank you for your consideration,

Kathy Haws

Trapper's Pointe resident

From: Kathy <haws@readytek.net>
Sent: Tuesday, February 25, 2020 10:22 AM
To: jfarris@morgan-county.net
Cc: levans@morgan-county.net
Subject: FW: Highlands water company source capacity
Attachments: 15005 Highland Water Co IPS.pdf

From: Camron Harry <caharry@utah.gov>
Sent: Monday, February 24, 2020 11:50 AM
To: haws@readytek.net
Subject: Fwd: Highlands water company source capacity

Ms. Haws,

Ryan forwarded this on to me so that I can forward you on their IPS report which indicates that Highland Water Co (#15005) is still deficient in their source capacity (see attached report). Until sufficient source capacity is met these points will not be removed.

As of today, Highland Water Co (#15005) has not requested an Operating Permit for the under construction Johnson Well which will add capacity to the system once an Operating Permit is issued by the Director of the Division of Drinking Water.

Thank you,

Ms. Camron Harry, P.E.
Division of Drinking Water - Engineer
(385) 270-7272

*****Please note: I have a new phone number*****

Monday-Thursday 7:30-3:00
195 North 1950 West
3rd Floor
Salt Lake City, Utah 84116

----- Forwarded message -----

From: Ryan Dearing <rdearing@utah.gov>
Date: Mon, Feb 24, 2020 at 11:32 AM
Subject: Fwd: Highlands water company source capacity
To: Camron Harry <caharry@utah.gov>

----- Forwarded message -----

From: Kathy <haws@readytek.net>
Date: Mon, Feb 24, 2020 at 10:02 AM

Subject: Highlands water company source capacity
To: Ryan Dearing <rdearing@utah.gov>

Ryan,

As per our conversation last week, I would like confirmation that the Highlands Water company source capacity will not be deemed adequate until they have actual additional water online with their current system.

Current customers are concerned that our system does not have required capacity and they want to add additional homes. In our county planning meeting they stated that they are 'very close' and that the state will sign off on it. We feel this is misleading and want clarification. As we discussed "potential" water such as the well they are working on is not increased capacity for us until it has the infrastructure to serve the system. Some are concerned that they intend to use additional water from the well for new development and that our water will still be inadequate. Lack of capacity and the sanitary survey issues leave the situation the same as when the moratorium was recommended.

Thank you for addressing these.

Kathy Haws

--

Ryan Dearing | Environmental Scientist

Emergency Response Coordinator

801.536.0048 (office) | 801.560.8456 (cell)



195 North 1950 West, Salt Lake City, UT 84116

Emails to and from this email address may be considered public records and thus subject to Utah GRAMA requirements.

Public Water System Custom Report

Highland Subdivision (Morgan)

PWS ID: UTAH15005

Rating: Approved

02/16/1988

Status: Active

Contacts	Site Information	Site Updates	Political Districts
Type: Administrative Contact Name: RODGER A SMITH Office: 801-876-2510 Emergency: Email: rogersmithone@hotmail.com	Address: 5880 N HIGHLAND DR , MOUNTAIN GREEN, UT 84050 Phone: 801-876-3494 County: MORGAN COUNTY System Type: Community Population: 1200	Last Inventory Update: 01/14/2020 Last Surveyor Update: 08/14/2018 Surveyor: ELDEN L OLSEN Operating Period: 1/1 - 12/31 Last IPS Update: 02/24/2020 07:00:00	Representative: 53 Senate: 18 Water Usage Information per ERC

PHYSICAL FACILITY POINTS

Facility	Facility Name	Status	Points Effective	Details																					
DS001	DISTRIBUTION SYSTEM	A	50	Hide Details (2)																					
	<table><thead><tr><th>Code</th><th>Description</th><th>Severity</th><th>Comments</th><th>Determined Date</th><th>Pending</th><th>Assessed</th></tr></thead><tbody><tr><td>M001</td><td>CURRENT EMERGENCY RESPONSE PROGRAM</td><td>REC</td><td></td><td>07/07/2009</td><td>0</td><td>0</td></tr><tr><td>S094</td><td>SYSTEM LACKS MORE THAN 20% OF REQUIRED SOURCE CAPACITY</td><td>SIG</td><td>THIS YEAR THEY HAVE 48% OF REQUIRED CAPACITY. THE OPTIONS AND RECOMMENDATION FOR THE CAPACITY DEFICIENCY TO BO 1) CONTEST THE FINDINGS, 2) ENTER INTO A CAP AGREEMENT WITH DDW BEFORE 120 DAY DEADLINE, AND 3) GET ADDITIONAL CAPACITY APPROVED WITHIN 120 DAYS. THE CAP WILL NEED TO INCLUDE A DISTINCT PLAN TO GET THE SITUATION RESOLVED BUT CAN EXTEND THE 120 DAY DEADLINE. THE PLAN FOR THE CAP COULD INCLUDE 1) VALIDATING THAT THE SPRING YIELD FROM THIS YEAR IS NOT REPRESENTATIVE, 2) REQUESTING A SYSTEM SPECIFIC SOURCE SIZING STANDARD WHICH WILL REQUIRE AN ENGINEERING STUDY, OR 3) OTHER OPTION PRESENTED ADN ACCEPTED BY THE DIVISION.</td><td>08/14/2018</td><td>0</td><td>50</td></tr></tbody></table>	Code	Description	Severity	Comments	Determined Date	Pending	Assessed	M001	CURRENT EMERGENCY RESPONSE PROGRAM	REC		07/07/2009	0	0	S094	SYSTEM LACKS MORE THAN 20% OF REQUIRED SOURCE CAPACITY	SIG	THIS YEAR THEY HAVE 48% OF REQUIRED CAPACITY. THE OPTIONS AND RECOMMENDATION FOR THE CAPACITY DEFICIENCY TO BO 1) CONTEST THE FINDINGS, 2) ENTER INTO A CAP AGREEMENT WITH DDW BEFORE 120 DAY DEADLINE, AND 3) GET ADDITIONAL CAPACITY APPROVED WITHIN 120 DAYS. THE CAP WILL NEED TO INCLUDE A DISTINCT PLAN TO GET THE SITUATION RESOLVED BUT CAN EXTEND THE 120 DAY DEADLINE. THE PLAN FOR THE CAP COULD INCLUDE 1) VALIDATING THAT THE SPRING YIELD FROM THIS YEAR IS NOT REPRESENTATIVE, 2) REQUESTING A SYSTEM SPECIFIC SOURCE SIZING STANDARD WHICH WILL REQUIRE AN ENGINEERING STUDY, OR 3) OTHER OPTION PRESENTED ADN ACCEPTED BY THE DIVISION.	08/14/2018	0	50			
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From: jana miller <jancolbjim@hotmail.com>
Sent: Thursday, March 12, 2020 3:48 PM
To: levans@morgan-county.net
Subject: Proposed homes on west side of Trappers Point Subdivision

Hi

My name is Jana Miller. I live in Trappers Point subdivision. My husband and I built our home 20 years ago, and have enjoyed living in this beautiful valley ever since. I love Morgan County and I'm thankful to live here. I want my voice heard that I strongly oppose the proposed building of more homes on the west side of this subdivision. The unstable ground and the water issues are my two biggest concerns. Another concern is the fact there is only one entrance in and out of the subdivision. Another concern is will our HOA be held accountable if the homes are built and then the land starts moving. Are the homeowners going to be held liable to fix the issues from the land movement. I don't think that is right if that turns out to be the case. I ask that those of us who are apposed be heard, and the reasons why we are opposed be given a great deal of thought and research.

Thank you
Jana Miller

March 10, 2020

Morgan County Planning Commission
48 West Young Street
Morgan, Utah

RE: March 12, 2020 Meeting
Frontier Estates
Highland Water Company Water Capacity

Attention: Chairman Gary Ross

Member Shane Stephens
Member Hailey Bass
Member Dustan Little
Member Steve Wilson
Member Debbie Sessions
Member Christopher Mayerle

Director Lance Evans

The undersigned are residents of the Whisper Ridge residential development located in Mountain Green, Utah. Highland Water Company (hereinafter, "**Highland Water**") currently provides water to the residents of Whisper Ridge.

The purpose of this letter is to convey our serious concerns about approving the 4-unit Frontier Estates development. More specifically, **we are very concerned about the ability of Highland Water to service not only the proposed Frontier Estates, but the ability of Highland Water to service its existing customers such as Whisper Ridge.**

At or about the time of occupancy, each of the undersigned executed an agreement with Highland Water pursuant to which Highland Water agreed to provide water to their respective homes. Several months thereafter, we were shocked when we received a letter from Mountain Green Water Investments (hereinafter "**MGWI**") demanding that each resident of Whisper Ridge pay MGWI the sum of \$350 per year as consideration for MGWI continuing to lease Highland Water sufficient water to enable Highland Water to satisfy its contractual obligation to provide the residents of Whisper Ridge with water.

Prior to receiving the letter from MGWI, none of the residents of Whisper Ridge had any knowledge of any such water lease. Neither the seller (Henry Walker/Oakwood Homes) nor Highland Water ever mentioned this alleged water lease and, of course, none of the recorded documents affecting Whisper Ridge, including the CCRs, made mention any such water lease.

When asked about this water lease, Roger Smith of Highland Water dismissed our concerns by saying that under Utah law each homeowner had an obligation to provide Highland Water with one-acre feet of water and that we should pay MGIW's demand. *PLEASE NOTE: it is our understanding that some of

the principles of Highland Water are also principles of MGWI. While not being “water rights” experts, it seems to us that Highland Water has an obligation to provide the residents of Whisper Ridge with water and that in order to do so, Highland Water, not the residents of Whisper Ridge, has the obligation to acquire sufficient water to satisfy its obligations to the residents of Whisper Ridge and, if necessary, Highland Water has the responsibility of applying for a rate increase to pay for any additional water rights it may need to do so. When asked about this years ago, Roger Smith said that Highland Water intended to apply for a rate increase in the near future, but has never done so.

We are concerned about the ability of Highland Water to continue to supply water to Whisper Ridge, let alone Frontier Estates. We assume that all of the applicable State agencies have been apprised of the water lease between MGWI and Highland Water (and that the residents of Whisper Ridge, not Highlands Water, have been asked to make these lease payments), but if not, they should be. It is our understanding that Highland Water has been the subject of several governmental inquiries (and perhaps private lawsuits, as well) regarding its ability to provide water to its current and future customers. **We don’t want the approval of Frontier Estates to exacerbate this problem. Like the residents of Trappers Pointe, we too have been without water and want to do whatever we can to insure that does not happen again.**

Thank you for your consideration and thank you for your continued service to the Morgan County community.

Sincerely,

Robert and Celia Woodcock
Brian and Michelle Brendel
David and Julie Bleisner
Richard and Joan Kempton

From: GASousa@peoplepc.com
Sent: Thursday, February 27, 2020 4:31 PM
To: 'Lance Evans'
Cc: GASousa@peoplepc.com
Subject: Input Regarding Frontier Estates for the Planning Commission
Attachments: In Consideration of Frontier Estates.docx; TP Attachments Mid.pdf

Director Evans,

Please forward my attached input regarding Frontier Estates, to the Planning Commission, as soon as possible.

Thank you,

George Sousa
Airport Advisory Board Chairman
Delta Air Lines 737 Capt
USAF Retired Lt Col
B.S.E.E.
801-791-2499

In Consideration of Frontier Estates

- My name is George Sousa, 6827 Frontier Drive, Mtn Green (801-791-2499).

-- We started our home in 1998, and moved in, in 1999, at the top of what later became the 2001 Trapper's Pointe landslide.

-- Our yard was one of the worst damaged, of all 8 lots involved.

- Before the slide, there was a storm water retention pond just abeam the lot (49) next to ours, with a large drain pipe carrying water to the creek below.

-- But it was severed very close to the pond, during the summer/fall of 2000.

-- It was clearly visible to anyone nearby. I had verbally warned the builder Bret Simonsen, who was also Bart Smith's development partner for our Trapper's Pointe development.

-- Yet the pipe was never repaired adequately. It continued to drain water on the surface of the upper hillside. As a result, the entire hillside became saturated with water and actually started to slide before the winter. Visual, verbal, and also written warnings were provided, before winter ever came. The one attempted repair was a waste of time. It still leaked as if nothing had been done. This was ridiculously irresponsible and negligent.

- The following spring's 2001 slide occurred because the steep hillside, made of clay and saturated with water, but now frozen and covered with snow, could not support itself with the spring thaw. And, it was not a heavy snow winter.

-- Pictures of my house and back yard after the slide, are shown on pages 6 and 7 of the 2018 Geo Hazard Ordinance Study 2018. Page 6 shows my yard with multiple scarps and fissures that extended all the way down to the creek below.

-- Five sprinkler lines and heads were torn off and needed repair 30-50 feet from my house, as the hill surface dropped 12 feet leaving a shear wall that high.

-- Fissures below that shear wall soon filled with water, not from rain, but from hillside springs.

- These hillside springs and the clay soil were not mentioned in our Geo-Tech report, because it had been done on a different lot, based on an older plot plan, that had been provided by our developer, Bart Smith. The correct plot plan was never sent to our Geo-Tech, and so, we paid for a study completed on a distant, and much safer, flatter, drier lot. I suspect we all did. This was one of the early instances of developer

negligence, although we learned about it well after it happened. There were many other instances not mentioned here, in the interest of brevity. (For instance, the storm water holding pond, was never engineered properly.)

- My new neighbors (the Olsen's) saw similar landslide damage and they were forced to install helical piers, tied to their foundation, to stabilize their house. They moved away within 2 years, after settling their lawsuit, and due to continuing concerns over slope stability.

- But immediately after the slide, we tried convincing Bart Smith and his partner, to repair the hillside damage. They maintained that they had no intention or responsibility to do so.

-- So, we were initially forced to seek HOA assistance. This caused significant concern for all homeowners.

- However, one neighbor found a formal letter warning of the impending danger, from a qualified inspector, dated back to the fall of 2000. This was roughly the same time I had warned Bart's partner. This inspector saw the clear damage already occurring, and thus notified the developers. But, as I've already written, the developers failed to correct the problem.

-- I don't know how any developer take casually, so many visual, verbal, and written warnings. This was not as simple as a damaged drain pipe that could have happened to any developer. **This was near total disregard for the visual, verbal, and written warnings. Months went by when nothing was fixed. This was irresponsible and negligent land development.**

- It was the undisclosed written warning letter from the inspector that provided legitimacy to our claims that the developer caused the landslide. Because we were also threatening a lawsuit, that they now could not win, they relented and repaired/stabilized most of the hillside. But only because they knew we had a good case against them. Honesty and integrity were never part of their decision. **They were convinced only by the likely result of losing a lawsuit.** (I'm sure they wished we had never found that letter.)

-- The repairs consist of a buttress of soil at the bottom, relocating the creek to the other side of the buttress, a blanket drain on top of the entire hillside with

permeable soil (pit run), and a French Drain along the top, all running the length of 6-7 lots. That repair is shown on page 7 of the Geo Hazard Ordinance Study. Note that the repair does not extend into the proposed Frontier Estates area which is shown to the south.

-- They did not repair any individual lot damage to sprinkler lines, grass, plants, or grade.

-- The three installed inclinometers provided initial indications of some hillside movement. But it wasn't long before the movement exceeded the device capabilities and they became unusable.

- In 2006 there was a subsequent slide affecting lots 43 and 44 to our north. This was partly due to the lot 43 homeowner landscaping his backyard with heavy rocks and gravel. This 2006 slide is shown on page 5 of the Geo Hazard Ordinance Study. The homeowner was fully aware of the risks, as he had lived there during the 2001 slide. But apparently the damage to his lot was not significant, the first time around. He no longer lives there, either.

- The still unstable "Critical Reach" area is just below the lot next to mine. It's a narrow stream channel with increased vertical drop, requiring soil fabric and rock lined walls, to channel the stream water and minimize erosion and landslides. I walk there frequently, looking for soil movement every year. It has been repaired, but the hillside near it still moves. I wish I had been available when our Planning Commission and others toured the area.

-- Just above and continuing south of the "Critical Reach" area, is the proposed Frontier Estates subdivision. **Any damage there can potentially also affect the homes further north, in the previous landslide area, including ours.**

- There is an overwhelming body of evidence detailing the high risks of landslide in the area of Frontier Estates (and Trapper's Pointe of course). And I have just told you of the clear negligence and lack of responsibility displayed by this developer.

-- In the case of Frontier Estates, "buyer beware" also means "county beware".
So, err on the side of caution and disapproval.

-- **Myself and many others consider any approval as RECKLESS and IRRESPONSIBLE, no matter how many county requirements are met.**

-- There may also be legal recourse if necessary, should any new construction cause damage to future or existing homes.

-- **Do not leave this decision to the potential lot buyers. I ask that you please show the wisdom to stop it now.**

- This entire review has left out the issue of water available to homes. This, in itself, is a huge problem and should be reason enough to disapprove further development.

George Sousa

2/27/2020

**HANSEN & ASSOCIATES, INC.**

CONSULTING ENGINEERS & LAND SURVEYORS

M E M O R A N D U M

Date: October 27, 2000

To: Brett Simonsen and Bart Smith

From: D. Chris Wight - Project Inspector *D. Chris Wight*

Re: Damaged Storm Drain Pipe at Trapper's Pointe Plat B Subdivision

On October 25, 2000 during a periodic performance inspection of completed improvements at the above referenced subdivision which still remain within the two-year guarantee period, we discovered that a substantial section of the storm drain pipe which runs from the storm drain detention pond to the Clear Creek drainage was recently repaired. Layne Kapp of Kastle Rock Excavating explained to me that they recently replaced 200 feet of the pipe which was discovered to be plugged off and was spilling storm water out of the damaged pipe and down the steep hillside slope below the pipe alignment.

Upon further inspection at the site, I observed that the steep hillside below the pipe, which had been saturated by the water spilling from the damaged storm drain pipe, has recently experienced some mass movement. In addition, the replaced pipe had not been completely backfilled and there still remained an uncovered pipe joint that was leaking water out the bottom of the pipe coupling. The water leaking from the pipe was spilling down a cut channel to the previously referenced hillside and continued to saturate the area that has recently moved. I brought this to Layne Kapp's attention and he said he would move his equipment to the site from a home up the street to fix the leak and finish backfilling and grading the site.

* We reserve considerable concern for the area that has moved from the saturation as it is an area which has not previously exhibited movement but is very steep and could remain unstable if moisture continues to saturate the site. It is quite evident that the water flowing from the damaged storm drain pipe has destabilized the slope. Our biggest concern is that the land slippage may continue and that extra effort will be required to keep this hillside area drier than normal to avoid further movement. This may require some french drains, pipe drains, or other interceptor ditches to intercept and divert natural surface runoff from reaching this area. Since there is a new home being built within 200 feet of the unstable area, it is imperative that this be reviewed by a qualified geotechnical engineer as soon as possible so he can recommend measures to protect the hillside.

* The unstable condition of the steep slope may also preclude any plans for constructing lots along the top of the ridge in the future Trapper's Pointe Plat C phase of the subdivision.

Time is of the essence and efforts to address the situation should take place immediately. The geotechnical study and report with recommendations should be submitted to our engineering staff for review at the earliest possible date so that the recommended corrective work can proceed without delay. Please keep us informed as to the progress.

cc: Kastle Rock Excavating, Inc.

Ogden, Ut. (801)399-4905 / Brigham, Ut. (435)723-3491 / Logan, Ut. (435)752-8272
538 North Main, Brigham City, Utah 84302

August 4, 2001

Bart Smith and Brett Simonsen
5257 & 5243 W. Frontier Dr.
Mtn. Green, UT 84050


Dear Bart and Brett:

With a good amount of respect for yourselves and therefore some regret, we find we must write this letter.

Recent information has surfaced that greatly re-enforces something that I (George) have maintained all along. It can be found in D. Chris Wright's letter dated October 27, 2000 warning yourselves and Kastle Rock Excavating, Inc. concerning the open storm drain to the side of Lot 49. It specifically states that the open storm drain was a major contributor to saturation, destabilization, and mass movement of the hillside mostly behind and to the side of Lot 49. The damage occurred in the summer and fall of last year (from my observations), but to a lesser extent than the damage that occurred this year. The warning urgently states that the pipe joint should be fixed and the pipe backfilled (which it later was), but also that a geotechnical study to stabilize the hillside should be conducted at the earliest possible date. The sense of urgency is unmistakable. My wife and I had both mentioned the situation to Brett and were quite perplexed at the lack of urgency to what we would characterize as a smaller scale landslide (we did not know of the written warning from D. Chris Wright at that time). It is quite obvious that something should have been done then, which likely would have prevented this year's damage. But it appears that only yourselves and Kastle Rock were privy to that warning.

In light of several factors including; the history of land development in Mtn. Green (i.e., landslides); the additional ground water found in the lower areas; the resultant storm drain system; poor geotechnical studies; obvious landslide areas; poor handling of the open storm drain; and then lack of action following the warning from D. Chris Wright; we are very disappointed. It is our initial view that you have much more liability than we felt previously. The affected homeowners will meet as soon as possible to address the situation and determine our actions. At this point we can only say that we are very disappointed and that our position has likely changed considerably.

Sincerely,



George A. Sousa



Kevin Olson

cc: Troy Weeks
Shad Guffey
Jon Pace
Scott Deru
Mike Jones
Cary Fairborn
Alvin Lundgren

Significant Events associated with Unstable Land and Unreliable Business Practices at Trapper's Pointe Subdivision

Pre 1980 – Earlier landslide also occurred at February 2001 location as noted by Olson (Geotek) and Ashland (UGS).

April 2, 1992 – Subsurface Investigation and Foundation Study report written by CTC-Geotek for Mr. Rodger Smith of (then) Mountain Development Corporation. Chief Engineer and report author was Mr. Jeffrey C. Olson.

- 5 borings never exceed 15 foot depth; 7 test pits never exceeded 12' depth; preliminary and later modified plot plan used
- "Soils encountered in the perforations dominantly consisted of a reddish-brown, high plasticity (fat) clay with varying amounts of silt (CL-CH)."
- "Alternative foundation systems are recommended for areas within the development which are medium to highly expansive soils. These alternatives include excavation and replacement of bearing soils or belled drilled piers (caissons) with floating slabs." NONE KNOWN COMPLETED.
- Area to the west of the stream valley was mapped as a landslide or debris flow area by Kaliser (1972).
- "There is an approximate 50 to 100 foot drop in elevation from the bench to the stream channel across the site . . ."
- No springs were detected and the water table depth was unknown. HOWEVER – THE DEVELOPERS LATER FOUND EXCESSIVE GROUND WATER AND ADDED A DRAIN SYSTEM DURING DEVELOPMENT.
- "In areas of expansive soils, either over-excavation and replacement or drilled and belled piers will be necessary to mitigate the swell potential. This individual determination may be made during an "open-hole" inspection at the onset of construction." NONE KNOWN COMPLETED
- "Resistance to swell potential may be affected with drilled piers. We expect that this alternative would be more costly but would provide the best assurance of performance without possible uplift damage, especially if combined with a structural floor."
- Closure: . . . "The nature and extent of any variation in the borings may not become evident until during the course of construction. If variations do appear, it may become necessary to reevaluate the recommendations of this report after we have observed the variations." DESPITE VARIATIONS FOUND DURING CONSTRUCTION, REEVALUATION WAS LIKELY NOT CONDUCTED BY CTC-GEOTEK.

October 10, 1998 – Geotechnical Evaluation Study written for incorrectly plotted Lot # 48 (Sousa's) by Mr. Jeffrey Olson. This was required before permit could be issued and was paid for by Mr. George Sousa.

- Report validity couldn't have been questioned without reference to previous report which Sousa's didn't have until after the landslide in 2001. This study

ties Lot #48 to the vicinity of Test Pit TP-2 and Boring B-1 of previous report (which includes a preliminary and later changed plot plan). THIS LOCATION WAS INCORRECT AND NOWHERE CLOSE TO LOT # 48 OR ANY OF THE STEEP WEST SIDE LOTS.

- Soils were then found to be "moist and generally firm to stiff". No free groundwater was observed. (WRONG TIME OF YEAR.) "Standard precautions for construction as detailed in the cited report for protection of subgrade from drying and freezing or sloughing of excavation slides and stability of cuts and slopes should be followed."
- THIS REPORT FALSELY GIVES THE OK FOR CONVENTIONAL SPREAD AND CONTINUOUS FOOTINGS AS DETAILED IN THE EARLIER REPORT, DUE TO THE INCORRECT USE OF THE OLD PLOT PLAN FROM THE OLD REPORT.

November 1998 – Construction was started on Lot # 48 (Sousa's – a west hillside lot).

1998-1999 – Road in front of Lot # 48 was not completed when planned.

- The developers (Bart Smith and Brett Simonsen) have explained that they had found more water than expected and had to re-engineer the drainage system.
- ANOTHER GEOTECHNICAL STUDY OR REEVALUATION BY CTC GEOTEK MAY NOT HAVE BEEN COMPLETED AS REQUIRED BY THE EARLIER REPORT.
- The new drainage system included construction of an overflow holding pond and storm drainage abeam Lot # 49 (Mr. Kevin Olson's) with piping to the creek approximately 80-100 feet below. THE PIPING LATER BROKE AND SATURATED THE HILLSIDE BEFORE OLSON'S MOVED IN.

Spring thru Fall 1999 – Lots on either side of Lot 48 (Sousa's) were bulldozed flat by the excavators.

- LARGE AMOUNTS OF SOIL WERE PUSHED BACK ONTO STEEPER/WETTER SLOPES IN THE BACK OF THE LOTS AND COMMON AREAS BELOW, TO INCREASE THE LEVEL SIZE OF THE LOTS. At this time Layne and Calvin Kapp (the excavators) owned the lots as part of their deal to excavate the subdivision.

July 1, 1999 – Sousa home completed and moved into.

Spring 2000 – Construction was started on Olson home, Lot # 49.

Summer 2000 – Overflow drainage pipe abeam Lot # 49 noted broken near the holding pond, with water eroding the soil all the way down to the stream below.

- Developer and owner (Mr. Kevin Olson) notified by Mr. George Sousa.
- Extensive erosion, saturation and sloughing with large 1 - 2 foot wide crevasses noted. Lot #49 and area south damaged. Stream bed remained

intact below. NO ACTION TAKEN BY DEVELOPERS DESPITE EARLY NOTICE.

October 27, 2000 – Letter from D. Chris Wright (Hansen and Associates, Inc., Consulting Engineers and Land Surveyors) to Brett Simonsen and Bart Smith with a copy to Kastle Rock Excavating, warning of “mass movement” due to water saturation from a damaged storm drain pipe.

- “Upon further inspection at the site, I observed that the steep hillside below the pipe, which had been saturated by the water spilling from the damaged storm drain pipe, has recently experienced some mass movement. In addition, the replace pipe had not been completely backfilled and there remained an uncovered pipe joint that was leaking water out the bottom of the pipe coupling. The water leaking from the pipe was spilling down a cut channel to the previously referenced hillside and continued to saturate the area that has recently moved.”
- “We reserve considerable concern for the area that has moved from the saturation as it is in an area which has not previously exhibited movement but is very steep and could remain unstable if moisture continues to saturate the site. It is quite evident that the water flowing from the damaged storm drain pipe has destabilized the slope. Our biggest concern is that the land slippage may continue and that extra effort will be required to keep this hillside area drier than normal to avoid further movement. This may require some French drains, pipe drains, or other interceptor ditches to intercept and divert natural surface area runoff from reaching this area. Since there is a new home being built within 200 feet of the unstable area, it is imperative that this be reviewed by a qualified geotechnical engineer as soon as possible so he can recommend measures to protect the hillside.” NO ACTION TAKEN DESPITE WRITTEN WARNING FROM QUALIFIED ENGINEERS.
- “The unstable condition of the steep slope may also preclude any plans for constructing lots along the top of the ridge in the future Trapper’s Pointe Plat C phase of the subdivision.” WARNS AGAINST PHASE III LOTS.
- “Time is of the essence and efforts to address the situation should take place immediately. The geotechnical study and report with recommendations should be submitted to our engineering staff for review at the earliest possible date so that the recommended corrective work can proceed without delay.” STILL NO ACTION TAKEN DESPITE WARNING OF NEED FOR URGENCY.
- This letter was not “discovered” by the homeowners until July 2001, after the landslide.

Late Fall 2000 – Pipe eventually repaired to creek below, but HILLSIDE WAS SATURATED WITH WATER.

Winter 2000-2001 – Heavier winter snowfall than previous year but still below normal. Fast melting after late accumulations of snow.

February 2001 – Landslide begins.

- Large shift of soil noted, initially 3' down, approx. 50' back from Lot # 48 (Sousa's). Two feet of snow still remained although it was melting fast.
- In surveying damage, Mr. Sousa noted extensive landslide and erosion damage behind both lots # 48 and 49 all the way to the creek below. Mr. Kevin Olson and Mr. Brett Simonsen were notified of the landslide.

February thru March 2001 - Landslide and erosion appeared to worsen.

- The creek below was completely covered, but the water found a path around the fallen mud/dirt.

March 2001 - Mr. Sousa was referred to Mr. Bob Barton of Earthtec, by Mr. Brett Simonsen on 12 March 2001 for consultation.

March 2001 - Mr. Mark Christiansen of Earthtec met w/ Mr. Sousa and Mrs. Laree Olson to survey and assess damage.

- Some typical solutions discussed but Mr. Christiansen delayed specific solutions pending company consultation.
- He made a point to ensure the developer (Brett Simonsen) knew to FIX THE OVERFLOW DRAIN THAT WAS AGAIN GUSHING DOWN INTO THE SLIDE AREA.
- He proposed a further survey for either 19 or 20 March with additional personnel.
- Mr. Brett Simonsen directed Kastle Rock (Excavation) to re-channel the drain 90 degrees off-course to the south (instead of west) with an overflow area removing a large quantity of water from the slide area.

Late March 2001 - two deep core samples taken by Mr. Mark Christiansen of Earthtec for soil/water analysis.

- One high on hill side (TH-1) directly behind Lot #49 (Olsen's), one midway down hill (TH-2) behind Lot # 48 (Sousa's).
- Ground water was measured in test holes less than 24 hours after drilling.
- Sample analysis was later provided in their June 1, 2001 report.

March/April 2001 - Mr. Sousa notified Kent Wilkerson of the Morgan County Planning and Zoning Office.

- Mark Christiansen received the lab results of core samples, mapped the landslide topographically, and developed a plan to stabilize it.
 - o His original plan included a buried culvert for the creek, changing the 3:1 grade to 4:1, and a drain system to carry ground water off the hillside.

Early May 2001 – Brett Simonsen and Kastlerock excavators were set to begin work, but Kent Wilkerson of Morgan County Planning and Zoning invited Jim Wells (Utah Division of Water Rights) to review creek issues.

- Jim Wells would not allow an emergency permit to begin work but instead required a formal permit application with alternate ideas on channeling the creek over a buttress with prime consideration given to preserving riparian vegetation.
- Francis Ashland of the Utah Geological Survey and a fellow worker stopped by to review backyard cracks heard of through friends. They were shocked to see the extent of the damage and recommended no work until after the possibly wet month of May, when the slide may have been more stable. They set 6 stakes to measure the landslide movement over time.

Mid May 2001 – Mr. Sousa requested that Morgan County Planning & Zoning (Kent Wilkerson) formally invite Francis Ashland of the UGS to participate in the solution/process.

May 22, 2001 – Earthtec provided a slope stability analysis to Jim Wells (Division of Water Rights).

- Landslide described as having large vertical movements on the order of 10 feet approximately 300 feet across, with tension cracks and vertical movements on the order of 6 inches progressing another 700 feet north
- Two test holes of 36 and 77 feet indicated subsurface conditions of stiff fat clay (CH) overlying friable to weak tuffaceous claystone and sandstone bedrock with groundwater at 18 feet below grade at the top of the 80 foot slope.
- They recommended a fill buttress and two land drains at the top of the hillside, to stabilize the slope.

May 22, 2001 – Stream Channel Alteration permit submitted by Kent Smith Construction.

May 24/25th 2001 – Mr. Sousa consults w/ Kent Wilkerson and Mark Christiansen concerning the status of the application.

- Mr. Wilkerson stated that he was coordinating with Terracon (an Oregon based geotech firm) to do a third party review of Earthtec's analysis/plan.
- Mr. Christiansen stated three options (concerning creek routing) were submitted for the permit application to be reviewed by the state.

May 25, 2001 – Francis Ashland report to Kent Wilkerson states that movement of the upper portion of the land slide has slowed.

May 25th 2001 - Mr. Jim Wells returns call from Mr. Sousa and states he will "write up something" allowing some work to begin in the creek area with due consideration for riparian vegetation. He estimates work may begin by the end of the following week. He further states that the permit will possibly go through an expedited approval process (concurrently) but that it is still necessary. He confirmed his preference for an above ground creek routing system.

Late May 2001 – Excavation work begun; consisting mostly of breaking up the Beaver dams in the creek as specifically (verbally) allowed by Mr. Jim Wells.

June 1, 2001 – Earthtec submits Slope Stability and Analysis Summary with recommendations for slope stabilization to Mr. Bart Smith of Kent Smith Construction.

- Recommendation was for two upper land drains, a fill buttress at the toe of the slope, and a blanket drain covering the slope.
- “The stream channel on the downstream face of the buttress should be benched with each bench a maximum of 18 inches in height and rock lined to prevent erosion.”
- “We recommend that at least 3 slope inclinometers be placed on the slope failure area. . . . If slope movement is detected by the slope inclinometers, the buttress may need to be enlarged or the stabilization enhanced by other means, such as tiebacks, piers or piles.”
- 3 were installed and SIGNIFICANT MOVEMENT HAS RECENTLY BEEN DETECTED ON THE NORTHERN INCLINOMETER. MEASUREMENTS LIKELY WERE NOT TAKEN CONSISTENTLY. (SOME YEARS MAY HAVE BEEN SKIPPED ENTIRELY.)

June 8, 2001 – Francis Ashland submitted recent landslide movement data to Kent Wilkerson.

- “Cracks were observed in the north and west walls of the house,” (Lot # 49 – Olsen’s) “rear (west side) patio, and in the brick surrounding the rear porch columns.”

June 11, 2001 – Francis Ashland (UGS) submitted a letter to Kent Wilkerson reviewing the proposed design for stabilization by Earthtec.

- “We believe that the Earthtec design adequately addresses geologic issues and can achieve adequate improvement in slope stability. However, construction of a proposed buttress and land drains must be closely monitored.” NOT ACCOMPLISHED.
- “Our review of the aerial photographs dated September 17, 1980, suggests the lots on the west side of Frontier Drive were located on a pre-existing landslide and along three pre-existing landslide-scarp features that extend for more than 1000 feet in a north-south direction. The currently active landslide appears to extend upslope as far as the westernmost pre-existing scarp which coincides with a prominent break-in-slope in the natural topography.”
- “. . . the stability will be sensitive to several conditions including:
 - o The effectiveness of the land and blanket drains to lower water levels in the slope,
 - o The in-situ density of the buttress fill soil, THIS MAY BE A PROBLEM.
 - o The actual residual shear strength in the landslide, and
 - o Unintended erosion (incision) of the buttress” CURRENTLY ERODING AT THE CRITICAL REACH AREA.

- "Measures to prevent erosion of the buttress should be proposed if the creek will flow over the top of it." NOT ACCOMPLISHED.
- "In addition, we recommend maintaining or installing new piezometers to document ground-water levels and verify whether the drains are working." NOT ACCOMPLISHED.
- "The UGS also recommends that the consultant's field engineer or technician be on-site full time during all earthwork activities." NOT ACCOMPLISHED.
- "The consultant should provide written documentation to the county that the buttress was constructed as designed, including information on any design modifications as necessary." UNKNOWN STATUS
- "Also, a long term maintenance plan must be in place to monitor and clean the drains to maintain their effectiveness since they are a critical part of the stabilization design, and may be particularly subject to clogging in the on-site clay soils." NO LONG TERM PLAN EXISTS.
- "Our reconnaissance indicates that, at present, active landsliding extends farther north than lot 45, the northernmost lot shown on the plan by Landmark Surveying and Engineering, Inc. dated May 31, 2001. We infer that the drafting of the design drawings was incomplete when the Earthtec report was submitted to us and that the buttress and drains will extend north of lot 45." DOUBTFUL ACCOMPLISHMENT.

June 29, 2001 – Robert L. Morgan (State Engineer) granted Stream Channel Alteration Permit Number 01-35-12SA to Kent Smith Construction Company.

- "Prior to buttress placement, all riparian vegetation that will be disturbed by clearing and construction activities will be salvaged and stored in adjacent wet areas (either stream or beaver pond). The moisture of the salvaged vegetation will be maintained through either partial immersion, covering with wet burlap or sprinkling to ensure healthy transplant stock. Any sediments attached to the salvaged vegetation will be stabilized with burlap or silt fencing to avoid its transport by the natural water sources." NOT COMPLIED WITH.
- "Additional vegetation that compliments the indigenous riparian vegetation will be planted to enhance stream stability." NOT COMPLIED WITH. Stabilized slope was only "seeded" with an unknown mix.
- "... the slope of the new channel flow line will be carefully established through sinuosity and grade control (no single drop higher than 18 inches) to ensure it does not exceed any of the undisturbed stream reaches." NOT COMPLIED WITH.
- "This office encourages the design/construction team to address the issues raised by the UGS letter dated June 11, 200, and coordinate with the UGS as the project is implemented." DOUBTFUL COMPLIANCE.
- "Within 30 days after the completion of this project, the State Engineer's office must be contacted for a compliance inspection. Failure to provide such notification would invalidate the U.S. Army Corps of Engineers General Permit 040, thereby placing the applicant in violation of section 404 of the Clean Water Act." UNKNOWN COMPLIANCE.

July 3, 2001 – Francis Ashland letter to Kent Wilkerson on landslide indicates continued movement closest to Lots # 46 and 45.

July 17, 2001 – Terracon responds to Kent Wilkerson's request with an independent review of Earthtec's June 1 plan and the UGS additional items from June 11 (Francis Ashland)

- "Based on the information provided, it is our opinion that the proposed remediation of the slope failure as presented in the Earthtec report is acceptable and reasonable, **provided the additional items suggested by UGS are incorporated in some manner into the design.**" NOT ACCOMPLISHED.
- "We agree with Earthtec's recommendation of installing inclinometers and taking periodic measurements to monitor potential movements. **In addition, we should caution that if the land drains plug up or do not function as intended, the hillside could again become unstable.** Therefore, it would be prudent to provide some means to measure and record the amount of water exiting from the land drains. After enough data has been accumulated to provide a baseline, new readings could be compared with previous readings to observe if flows are subsiding overall (considering recent precipitation, or lack thereof), which could indicate plugging of the drains. Consistently taking frequent readings in the spring, i.e. every 2 weeks from March through May, and then once every 3 months throughout the remainder of the year will assist in providing the basis for future comparisons." NOT ACCOMPLISHED.

Late July, 2001 – D. Chris Wright letter of October 27, 2000 delivered to Mr. George Sousa by a neighbor, to provide evidence of written warnings by a qualified engineer to the developers.

August 4, 2001 – George Sousa and Kevin Olsen deliver letter to Bart Smith and Brett Simonsen expressing disappointment and greater liability for the developers.

- "My wife and I had both mentioned the situation to Brett and were quite perplexed at the lack of urgency to what we describe as a smaller scale landslide (we did not know of the written warning from D. Chris Wright at that time). It is quite obvious that something should have been done then, which likely would have prevented this year's damage. But it appears that only yourselves and Kastle Rock were privy to that warning."
- "In light of several factors including; the history of land development in Mtn. Green (i.e., landslides); the additional ground water found in the lower areas; the resultant storm drain system; poor geotechnical studies; obvious landslide areas; poor handling of the open storm drain; and then lack of action following the warning from D. Chris Wright; we are very disappointed. "
- "It is our initial view that you have much more liability than we felt previously. The affected homeowners will meet as soon as possible to address the situation and determine our actions. At this point we can only say that we are very disappointed and that our position has likely changed considerably."

- THIS LETTER AND SUBSEQUENT MEETING FORCED BART SMITH INTO PAYING FOR THE EARTHTEC STABILIZATION PLAN. UNTIL THIS LETTER, HE WOULD NOT ACCEPT FINANCIAL RESPONSIBILITY.

September 4, 2001 – Francis Ashland (UGS) report of Frontier Drive Landslide (UGS Technical Report 01-07: Frontier Drive Landslide, Mountain Green)

- “The landslide affected seven residential lots and abutting common area open space and caused the most severe damage to the two lots on the south end of Frontier Drive.” (Lots 48 & 49)
- Study Results:
 - “. . . the exact position of the northern boundary of the landslide is uncertain.”
 - “The Frontier Drive landslide is about 800 to 1000 feet wide (north-south) and, on average, about 300 feet long (east-west).”
 - “Based on field observations and review of the September 17, 1980, aerial photograph, I believe that the crest of the natural slope is the scarp of a pre-existing landslide.”
 - “The slope failure which formed the pre-existing landslide likely initiated after the unnamed creek incised through the lacustrine deposits into the underlying Tertiary Norwood Tuff.”
 - Summary of damage table covers storm drain pipe easement (south of lot 49) to and including lot 43.
 - “. . . I infer that ground water was near or at the surface in the lower slope in March.”
 - “. . . I believe the surcharge load of the fill placed on the head of the landslide was likely the primary cause of the recent landsliding.”
 - “Infiltration from the detention basin and possible leakage from the storm drainpipe may have been a significant cause of the increased movement of the southern part of the landslide in 2001.”
- Key Conclusions:
 - “THE LANDSLIDE WILL CONTINUE TO POSE A THREAT TO THE RESIDENTIAL PROPERTIES ALONG THE WEST SIDE OF FRONTIER DRIVE SOUTH OF WOODLAND DRIVE UNTIL THE SLIDE IS STABILIZED.”
 - “Movement in 2001 was a partial reactivation of a pre-existing landslide that was modified during development of the Trapper’s Pointe subdivision.”
 - “Landsliding was triggered during near-normal precipitation prior to and during the period of movement and suggests the pre-existing landslide was marginally stable prior to hillside modifications.”
 - “Reactivation of the remainder of the pre-existing landslide north and south of the Frontier Drive landslide is possible, particularly if hillside modifications are made.” MODIFICATIONS HAVE BEEN MADE.

From: Daren Rasmussen <darenrasmussen@utah.gov>
Sent: Wednesday, March 04, 2020 10:12 AM
To: levans@morgan-county.net
Cc: JFarris@morgan-county.net; haws@readytek.net; Daren Rasmussen; DNR Wrt General Correspondence
Subject: Potential stream impacts related to planned development

It has come to my attention that a planned development near Frontier Drive/Trapper's Pointe Landslide will be discussed at the upcoming Planning Commission Meeting 3/12/2020. I review projects for approval that impact natural streams in the State of Utah for the State Engineer's Office.

I offer the following comments regarding this particular reach of Dry Creek.

There has been a history of activities, construction, landslides, and stream alterations with developer, homeowner, county, Water Rights (stream alterations), & Utah Geologic Survey involvement. Early coordination is always appreciated. Under the Utah Code 73-3-29 and Rule R655.13, within the limits of jurisdiction, any activity altering the bed and banks of any natural stream must have approval from the State Engineer. A few typical activities are: dredging/excavation, erosion protection, road/trail construction, road/pedestrian crossings, utility crossings, water control structures, construction of any facility adjacent to and impacting the channel or its natural environment (fluvial system), work not authorized under an existing stream alteration permit.

Given that the channel is somewhat incised and may still be adjusting to previous impacts, installation of grade control structures in the stream would likely help reduce channel erosion and in turn help prevent destabilization of the toe and consequently the slope, even if from natural causes.

Landuse practices can negatively impact channel integrity such as removal of vegetative rootmass that holds the soil, fill adding weight to a slope, change in surface/subsurface water flow from stormwater or irrigation, etc. The closer to the channel the more the impacts can be. Conservation easements, deed restrictions and/or HOA covenants can help prevent issues.

Please note that work to the bed and/or banks of the stream within twice the bankfull width up to a maximum of 30ft on either side of that bankfull elevation would require a stream alteration application/permit.

*-Daren Rasmussen, State Engineer's Office, State of Utah Dam Safety & Stream Alterations
Division of Water Rights - Department of Natural Resources*

www.WaterRights.Utah.gov / 801-538-7377 office / 801-244-1748 mobile / DarenRasmussen@Utah.gov

Messages to and from this email address may be considered public records and thus subject to Utah GRAMA requirements.

If message is encrypted, you can contact me for any further clarification.

**Attachment F: Morgan County Planning Commission Minutes for
March 12 and February 13, 2020**

PLANNING COMMISSION MINUTES
Thursday, March 12, 2020
Morgan County Council Room
6:30 pm

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

Present PC Members:

Member Sessions
Member Little
Member Wilson
Member Stephens
Chairman Ross
Member Mayerle
Member Bass

Staff:

Lance Evans, Planning Director
Haylie Hale, Planner I
Bailey Smith, Transcriptionist

Public Attendance:

See Sign-in Sheet

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

Member Sessions moved to amend the agenda moving item 5 to just below the public hearing and removing item 10. Second by Member Bass. The vote was unanimous. Motion carried.

5. Declaration of conflicts of interest
6. Election of Planning Commission Officers
7. Public Comment

Scott Granger stated he strongly opposes the development. He feels that there are areas that are at high risk. It is also clear that the developer is doing his bare minimum to protect anybody else from those risks and is not accounting for unforeseen circumstances. He wants to know who is going to protect it. He feels the developer should shrink the lots to remove the areas that should not be landscaped.

Kathy Haws referenced subdivision code 8-12-2. She stated when you look at the preliminary requirements and the plat it is not limited to review the relevant information. The documents provided by the state and the documents from the sewer district, they are concerned with 4 of the six items listed. She stated they would ask that they be responsible and follow code but be responsible to your fellow man because it is the right thing to do.

Caroline Wixom from Trapper's Pointe stated she has had an issue with Highlands Water Company. She stated the safety of the water is a big issue of hers. What they are asking is not based on one opinion but on the data collected and is not unreasonable. We are not here to shut down a business or to take away anyone's livelihood. What they are asking is that until the water company has the means to provide water capacity and ensure its safety of the water to its current customers that this Planning Commission not even consider the proposals of any new property for builds within the Highlands Water District.

Russ Sheridan stated he has seen what the soil has done to Mountain Green. Everywhere you look they are having to rebuild because of the water.

Rodger Smith president of Highlands Water Company. He has a letter that was distributed around the water company area. He stated it is full of propaganda and made to look like Ryan Dearing is endorsing it. He stated he has been drinking the water for fifty years and it is as safe to drink as bottled water. They have sent in all of the samples and they meet water requirements. He stated he talked to the Mountain Green Fire Chief and they have not had any issues with fire hydrant flow. He stated they have the ability to provide sufficient water to their customers. He stated they are meeting the demands of their water system. They provide will serve letters in accordance with what is required. They are conditional will serves. They are waiting to finish the Well House that is being constructed on at this moment. He stated if they have questions about their drinking water they can call the DDW but they will just refer them to him.

Lilia Allen stated she contacted the state and they are livid about this. She quoted the director from the emergency system. They have recommended contacting highland water. Causing backlogging during a time with the coronavirus issue. The state said there is no problem with Highland drinking water.

Derrick Helsten stated the Well House is, in fact, going in. It is built and they are just waiting on parts.

Brett Smith stated it is interesting that they can approve 700 homes with no water but they can't approve 4 lots. It is discrimination.

Administrative Discussion:

8. **Postponed from February 13th meeting - Discussion/Decision – Frontier Estates Preliminary Plat:** A proposed four-lot subdivision preliminary plat located at the south end of Frontier Drive in Mountain Green, Utah.

Evans gave a brief overview of the application for a preliminary plat for 4 lots. It is a 268-acre parcel. The concept plan was approved last fall. Staff has reviewed the applicant's information. As for the preliminary plat, they have several conditions. All recommendations from the Geologic and Geotechnical report will be followed, Highlands water will need to receive an operating permit for the Johnson Well and that the developer work with the State Engineer's office.

Kirk Smith stated his geologist and geotech engineer are here to address any questions that they have. Items of concern in the staff report are having plat notes from the Geologist. He has submitted an updated preliminary plan which was sent two days prior. The future phase lots are to show that the improvements and services are there for those future lots. They will not be on the final plat. Engineer items have all been addressed. The road section has been added. The stormwater is shown. They have replaced the 48 mcp with an acceptable material. The cul-de-sac has adequate space to have emergency vehicles and snowplows to turn around. They have addressed all of the requirements of the preliminary phase.

Bill Black with Western Geologic stated he did the geologic study for the subdivision and he is happy to answer any questions. Member Bass asked him if according to his studies is this fine. Black stated he thinks the development is safe and will be fine. Member Sessions asked if she were to find another geologist would he reach the same conclusions. Black stated he thinks so because the setbacks on the west are based on the slope stability analysis. The subdivision is off a margin of it. The setback is to keep structures from disturbing the areas. Chair Ross stated previous studies have come to different conclusions. Black stated there was an original study for the area for Frontier Estates. He doesn't know what studies were done for Trapper's Pointe. His guess is they are not the same level of care they are exhibiting now. Trapper's Pointe is in the middle of the lake Bonneville deposits. Trapper's Pointe had an existing landslide there before they developed but Frontier Estates does not. Member Wilson asked who developed Trapper's Pointe. Kirk Smith stated it was him who initially developed Phase 1 and with Phase 2 he had sold it to Bart and Brett Smith. Since all of the corrections there may be some landsliding by the creek bed but other than that no homes have moved. Member Wilson asked what kind of saturation it would take to make the ground unstable. Mark Christensen, the applicant's geotechnical engineer, stated essentially soils gain strength from water until they become saturated. Member Wilson asked what period of time would the ground become that saturated. Christensen stated that the house that had the landslide

was not saturated just from the pipe but also the natural water runoff. Kirk Smith asked Mark what could be done in the 25-foot setback that goes to the crest. He stated it can be landscaped but minimal fill and only watering it two to 3 times a week. Nothing happens between that slope crest and the setback line. Member Sessions addressed the road being in the setback area. Black stated the engineering of the road would have to be intricate.

Chair Ross asked Elliot Lips about the past reports. Lips stated he is not knowledgeable of any other reports done for Frontier Estates. Lips addressed Member Bass' question about it being safe. We don't typically speak in absolutes the applicant is required to demonstrate adequate factors of safety. He stated the safety factor was demonstrated according to the ordinance. He stated with saturation adding water to a slope would decrease the stability. There is nothing in the ordinance to assume that water table be at a certain level. He stated all they would have to do is redo the model and move the water table up to see if there is still adequate safety factors. He stated with the setback line the conditions are very important. Adding fill and watering in the area will destabilize the slope. No regrading should be allowed. The 25-foot setback is not something that is in the ordinance. He stated if you get a geologist in here you might get a different answer. The way the ordinances are set up the consultant makes a recommendation and it is consistent with standard practice the county accepts it. It is their recommendation and they have to be responsible for that. Member Sessions stated requiring no landscaping is not limiting landscaping. Lips stated you can have no landscaping in the area. The way he read the consultant's recommendations is nothing west of the red line. Member Sessions asked if that area should be included in the lots. Lips stated he does not know what mechanisms we have to control that. Chair Ross asked if the safety factor was based on no disturbance beyond the setback line.

Member Mayerle asked if the friction angle was taken into account on the report. Lips stated that it was. Member Mayerle asked if the Geotech was taken into account. Christensen stated that it would not affect them. Lips addressed Member Wilson's question and stated it is anywhere from 30 to 50 years. The lowest safety factor was 1.686. Member Bass asked what types of things could make the 1.6 go up. Lips stated they could lower the water surface by installing drains that are not typically done for subdivisions. They could make the slope stronger by reducing material.

Kirk Smith stated he feels he has met the ordinance with the Geologic stuff he has done. In no way is the county liable for anything that happens there. Lips stated in the ordinance they can ask for additional studies and information. Evans stated the County Engineer sent a memo. He added that they have received a few more emails addressing the water concern and safety. Member Bass asked for clarification of what the Engineer stated. Evans stated he would require a formal service agreement when they submit their final application. Member Sessions stated that Highlands water was in deficiency when they made the application.

Member Bass asked about condition #7. Evans stated it was to clarify any confusion on the plat application. A phasing plan would have had to be submitted for the 6 lots. Member Stephens stated he is concerned with the 25-foot space. When homeowners come in they know about it but when they sell the lot they don't know about it and start disturbing it. How do they keep it from being disturbed? Member Bass asked about the easement suggestion. Evans stated they would have to do a conservation easement or an easement that would give rights to someone who would enforce it. Member Stephens asked if there was any way of knowing whether or not the water table has been the same. Member Wilson stated the developer needs to address the road. It needs to be corrected on the plan before they vote. Member Little stated the safety factor is an issue for him.

Member Bass moved to recommend approval to the County Council for the Frontier Estates Preliminary Subdivision Plat, application #19.059, located at approximately at 6700 N. Frontier Drive, based on the findings and with the conditions listed in the staff report dated March 12, 2020, with the following additional conditions:

- 1. Condition 11. Change the road so that it is not crossing the setback line.*

Second by Member Stephens.

Member Wilson asked if they make the condition of the road being met does that change the concept plan enough that it would be untenable. If they can't put the road there what does that do to their design? Member Sessions stated source capacity is deficient. Member Bass stated they cannot postpone because of water. If they wanted to postpone because of water they should have done so the first time.

Member Bass moved to amend the motion by adding condition number 12 that a formal service agreement as part of the Final subdivision application in accordance with the County engineer's recommendation. Second by Member Wilson. The vote was unanimous. Motion carried.

The vote on Bass' motion to approve with two conditions failed 2 for 4 against.

Member Sessions moved to recommend denial to the County Council for the Frontier Estates Preliminary Subdivision Plat, application #19.059, located at approximately at 6700 N. Frontier Drive, based on the findings and with the conditions listed in the staff report dated March 12, 2020, with the following findings:

- 1. That the Highlands Water Company is currently deficient in source capacity for existing residents as well as new development.**
- 2. That the subdivision plat has a street crossing in a no-build no fill zone.**

Second by Member Mayerle. The vote was not unanimous. 4 for 2 against. Motion carried.

PLANNING COMMISSION MINUTES
Thursday, February 13, 2020
Morgan County Council Room
6:30 pm

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

Present PC Members:

Member Sessions
Member Little
Member Wilson
Member Stephens
Chairman Ross
Member Mayerle
Member Bass

Staff:

Lance Evans, Planning Director
Haylie Hale, Planner I
Bailey Smith, Transcriptionist

Public Attendance:

See Sign-in Sheet

9. Call to order – prayer
10. Pledge of Allegiance
11. Approval of agenda

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

12. Declaration of conflicts of interest
13. Public Comment

Scott Granger from Mountain Green stated he opposes the Frontier Estates development. He stated he is worried that the residents in the neighborhood are not being notified, which puts them at risk. Why should we allow builders to build on a slide area? Because of the history of the area and previous landslide area they should err on the side of caution and protect the people that have invested in the community and live here.

Kim Blackburn owner of Innovative Structural Solutions talked about his business, Innovative Structural Solutions. They are starting to see a lot of people interested in building. He stated they have been working with the developer for the Armormax building and they see something good that will be minimal pollution and add jobs to the county.

Brian Burch from Mountain Green stated recent studies have proved that this is a high hazard area. FEMA stated the number one strategy to circumvent risk is avoidance. Avoidance is what needs to be done with this high hazard proposal. He asked the PC if after receiving all of this knowledge would they be comfortable with proceeding with this development if they lived in one of the existing homes on Frontier Drive or purchasing your new home in the proposed development. Please consider the rights and safety of the residents of Mountain Green when they consider this proposal.

Kathy Haws from Mountain Green stated the reason the PC was there is because their job cannot be done by a computer or a robot. If it were just checking the boxes, we would not need human understanding or intuition. We have so many successes in the County and good things to celebrate. She quoted the county code on promoting health safety and welfare for the communities. They turned in over 100 signatures opposing the development. The citizens of the neighborhood have expressed concerns about both water issues and Geotech issues not to proceed with the development. The moratorium was not renewed even though it could have been and many think it should have been. According to the state as of today, they do not have the capacity. They have not fixed their sanitary survey issues. According to county code 8-12-26 even though at preliminary they are not required to prove water, the planning commission can review if they have sufficient supply of culinary and secondary to the subdivision. They are asking that they help the new businesses, which they are excited about but it is not fair to them or anyone else that they represent they have water when they do not. They would ask that they use their authority to protect the health safety and welfare of the people of the county.

Ayla Granger from Mountain Green stated from a human to a human her backyard was sliding and no one told them before they bought their land. She feels as a community they can say they would not want their friend or neighbor to buy that land. They would all have to live with the consequence if something happens. She suggested putting a moratorium on the land to protect it for the time being. Thank you for letting them have the opportunity to say something.

14. Discussion/Decision – Frontier Estates Preliminary Plat: A proposed four-lot subdivision preliminary plat located at the south end of Frontier Drive in Mountain Green, Utah.

Evans presented the preliminary plat application for Frontier Estates Subdivision. The zoning is RR-1 with RR-10 to the East. The Future Land Use Map and General Plan designate this area

Village Low Density. Which are half-acre lots which are a high-level standard and further to the west it is rural residential which are one-acre lots? Staff has looked through the code and addressed the elements that are required. They are proposing four lots. The property to the south would not be part of the development. They are proposing to have the building envelopes be the only location for any type of activity. There are 8 plat notes discussing how the elements and any development is contained in the building envelope.

Evans explained that through the concept plan application the planning commission directed the applicant to do the Geologic Hazards work prior to the preliminary plat. The applicant included the study and findings in the application. The Engineer, Geologist, and the State Geologic Survey reviewed the study. The recommendations that came from that are the plat notes listed. They are that the project is in a geologic hazards area, it is prone to slides, and setbacks are required to be 25 feet back from the slide area. They would not be able to do anything in the non-buildable areas of the property. They would require that any scarps and geologic hazards areas would be identified by a geologist on-site. Any work to the bed or banks of the streams within twice the bankfull up to a maximum of 30 feet on either side of that embankment elevation will require stream alteration permit. If the site grade were raised by more than 4 ft. it would require additional stability analysis.

Evans stated the County Engineer reviewed the plat and stated the plat notes need to be followed and the cross-sections need to be shown. The addition of stormwater be shown conceptually and some changes to what those standards are. The current phase would have to show 110 feet. The other issue is the water company and its capacity. Highlands Water has met the requirement for a service agreement that states they will serve the property. In the agreement they referenced the Johnson well site being part of the capacity. A condition was added that they receive the operating permit and to show if they have the capacity. Evans stated with the concerns of the public it is a difficult situation. There has been a significant impact on the Trappers Pointe Subdivision and the homes there. That is why they have done all of the geologic hazard testing done.

One other condition of approval that needs to be added is that the grade control structures are installed to prevent erosion as directed by the State Engineer's office. Chair Ross read the portion of code that they have to follow. Member Bass asked if it met the code. Member Stephens asked if there were geologic surveys done on the areas that had mudslides. Evans stated he believed so. Member Stephens stated the list from the Engineer is not complete. Evans stated those items could be done before the final plat. Member Sessions stated the final plat goes straight to the County Council. Member Stephens asked about the other two lots. Evans stated they would not be part of the subdivision application. Member Bass asked if they would have the same issue with the two lots on the other side of the road. Evans stated the issues are at the scarp lines and the steeper slope on the west side.

Member Sessions asked if all owners needed to be applicants or does it just need to be one. Evans stated the applicant has provided to staff that they are the majority owner and have control. Member Sessions asked what the red dotted line means. Evans stated he understood that it is the 25-foot setback. Member Sessions stated that according to the code 8-12-43J they could not have remnant parts of the parcel the entire parcel has to be included in the map boundary description. They would need to do a bona fide agricultural subdivision that would separate off the main parcel as agricultural land leaving the boundary of the subdivision in place. She feels it needs to be done prior to preliminary. She mentioned that there was no plat note regarding fill restrictions. Evans stated they had submitted an initial document that had additional plat notes. Member Sessions clarified that if they want to put fill in they would have to do a new Geotech.

Evans stated that a geologist said that dirt weighs more than a home does, so when they dig out a basement they are taking a load off the ground.

Member Wilson asked what makes the ground unstable. Evans stated he is not a geologist but soil types and water do. Member Wilson asked what happens in a heavy water year could the escarpment change. Evans stated that it could. Evans stated the geologist recommended moving any development 25 feet away from the scarping. Member Wilson asked if the 25 feet is sufficient. Evans stated he did not know, the geologist said yes it would be. Member Wilson asked if there is any information on movement over the years from other subdivisions. Evans stated he believes Trappers Pointe does. Member Wilson asked what kind of liability would it create for the county. Council Member McConnell stated there would be zero liability.

Member Mayerle asked about the plat note not allowing landscaping but they can put a road in that same area. He feels that it is in violation of the plat note. Member Sessions stated the geohazards ordinance says slope stability cannot be contingent on uncontrollable factors such as limiting landscaping and irrigation yet the plat note is requiring them to limit it. Chair Ross asked who recommended the plat note. Member Sessions stated the Engineer and geologist. Evans stated he had spoken with the Geologist and was told that it is a controllable factor and that's what the code requires.

Kirk Smith stated they agree with staff's recommendations to approve it. He addressed Member Mayerle's concern with the setback line. He stated you could not do anything west of the dashed line. Member Mayerle stated it does not matter what part of the line they are on the road goes through that line. That is an area that is identified by the plat note that they will not disturb that area. Kirk stated that the Geologist knew where the road was going and they know that it will be developed with compacted soil and will be secure. Bart Smith stated the best thing you can do in a suspect area is to put a drain in. It would stabilize the area more than leaving it natural. He stated the gully is not a scarp. The scarp is along the backside of the four lots.

The applicant asked if the bona fide agricultural subdivision can be added as a condition of approval or are they going to postpone until that is done. Chair Ross stated it could potentially be a condition but they would need to discuss it first. Bart Smith asked if they are ok with the water. If you read the geology report, it did take into account the groundwater in the study. Chair Ross asked the applicant if they could speak about the movement in Trapper's Pointe. Bart Smith stated initially the County Engineer required a retention pond that had a pipe going into the gully. The contractor that was driving over it crushed the pipe. The water-saturated that area causing the slide. They took the pipe out and hauled in compacted fill as per the state engineer's specs creating a buttress. As everything settled in some of those moved enough. He does not think anyone has checked it for years or if any residents can show anything in their yards since that happened. He also does not know if there has been enough ground movement. He built a home and put helical piers in. He added that had the pipe not been crushed they would not have that problem.

Chair Ross suggested going over the code to check off whether they have a complete application. Vicinity map complies. The certified boundary survey will require modifications. The preliminary plat complies but requires revision. Chair Ross asked if the new study had a different conclusion than the 2006 study. Evans stated he did not review the 2006 study but the state geologists stated it complies with the new ordinance. The phasing plan should have been included in the preliminary plat so this is a 4-lot subdivision.

Member Bass moved to postpone the application to the March 12th PC meeting. To get more answers on the plat and from the engineer. Second by Member Mayerle.

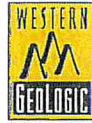
Member Stephens asked what the list would be. Chair Ross read some of the items they had listed that they needed clarification. Member Mayerle asked for more interpretation on the topic

Member Sessions brought up about the Geohazards ordinance. Evans stated he has received clarification on that which he can include.

The vote was unanimous. Motion carried



8143 South 2475 East
South Weber, Utah 84405
Phone: 801 814-1714



Western Geologic &
Environmental LLC

2150 South 1300 East, Suite 500
Salt Lake City Utah 84106
Phone: 801 359-7222

April 24, 2020

Kirk Smith
8018 Hampton Valley Drive
Chesterfield, VA 23832

**Subject: Frontier Drive Setback
Frontier Estates Subdivision
Approximately 6800 North Frontier Drive
Mountain Green, Utah
CG Project No.: 161-001
WG&E Job No.: 5061**

Mr. Smith,

At your request, in 2019 Christensen Geotechnical completed a geotechnical investigation for the proposed Frontier Estates Subdivision located at approximately 6800 North Frontier Drive in Mountain Green, Utah. In conjunction with this investigation, Western Geologic performed a geologic hazards assessment. The results of these studies were presented in a combined report dated March 26, 2019.

The recommendations presented in the combined report included a 25-foot setback from the crest of the steep slopes which overlook Dry Creek along the west side of the subdivision. A setback line was delineated on Figure 3E of the Western Geologic portion of the report. The setback line is shown on the Preliminary Plat for the subdivision prepared by Landmark Surveying, Inc. dated December 30, 2019. We recommended in the combined report that slopes west of this setback line remain undisturbed and no structures, landscaping, irrigation systems, utility lines, or septic systems (if in use) be installed or constructed west of the setback line.

The southern portion of the planned extension of Frontier Drive is shown crossing into the 25-foot setback area on both Western Geologic Figure 3E and the Preliminary Plat. The intruded portion of the setback area is associated with a small drainage swale that enters the site from the east and slopes down to the west to where it converges with the Dry Creek drainage. The drainage swale is 4 to 10 feet deep and is bounded by relatively steep slopes. It is our opinion that the planned extension of Frontier Drive, including ancillary infrastructure and utility lines,

may cross into the 25-foot setback area in the area of this drainage subject to the following recommendations.

We recommend that the drainage swale in the area of the proposed roadway be filled with structural fill. The fill in the drainage swale should extend at least 25 feet laterally to the west of the proposed roadway. The fill placed within the drainage swale should meet the material requirements for imported structural fill as presented in the Christensen Geotechnical portion of the combined report. The structural fill should also be properly placed and compacted as recommended in the Christensen Geotechnical portion of the combined report. The grade of the fill as it slopes down into the drainage should be no steeper than a 2 to 1 (horizontal to vertical). The small drainage should be routed beneath Frontier Drive or in a manner that maintains proper surface drainage.

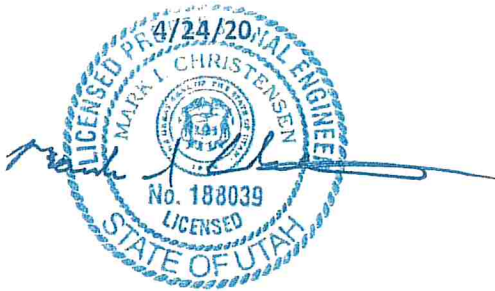
The recommendations presented above were assessed for global stability using the Slide computer program and the modified Bishop's method of slices. The supplemental profile location is shown on the attached revised Figure 3E. The native soils assessed in our profile were mixed alluvial and colluvial soils identified in the geotechnical/geological combined report for the subdivision. Consistent with the combined report, an angle of internal friction of 28 degrees and 200 psf cohesion was used for the strength of these soils in our analyses. Northeast-dipping Norwood Formation bedrock underlies the alluvium and colluvium, but was conservatively assumed to have no influence. This bedrock unit was exposed in both test pits 3 and 4 (Figure 3E) to the west and showed an angle of internal friction of 27 degrees and 800 psf cohesion in our combined report. Based on our experience with similar soils, the strength for the gravel fill was assumed to have an angle of internal friction of 35 degrees and a 50 psf apparent cohesion. The profile was assessed under static and pseudo static conditions with groundwater at 5 to 10 feet below the ground surface (bgs). Cross section C-C' in our combined report showed groundwater at 12 feet bgs at its east end. As indicated in Section 4.1 of the geotechnical report, the peak ground acceleration at this site is estimated to be 0.34g. As is common practice, half of this value was used in our pseudo static assessment.

Minimum factors of safety of 1.5 and 1.0 for static and seismic conditions, respectively, were considered acceptable for the analyses. The attached Plates 1 and 2 demonstrate that minimum factors of safety were met. Based on these results, it is our opinion that if the recommendations presented above are followed, the 25-foot setback may be adjusted to the crest of the fill slope and the Preliminary Plat amended to move the setback line as shown on the attached revised Figure 3E.

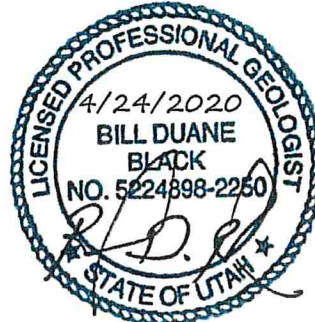
This letter was prepared in accordance with the generally accepted standard of practice at the time this letter was written. No other warranty, expressed or implied, is made.

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please call.

Sincerely,
Christensen Geotechnical
Western Geologic & Environmental LLC



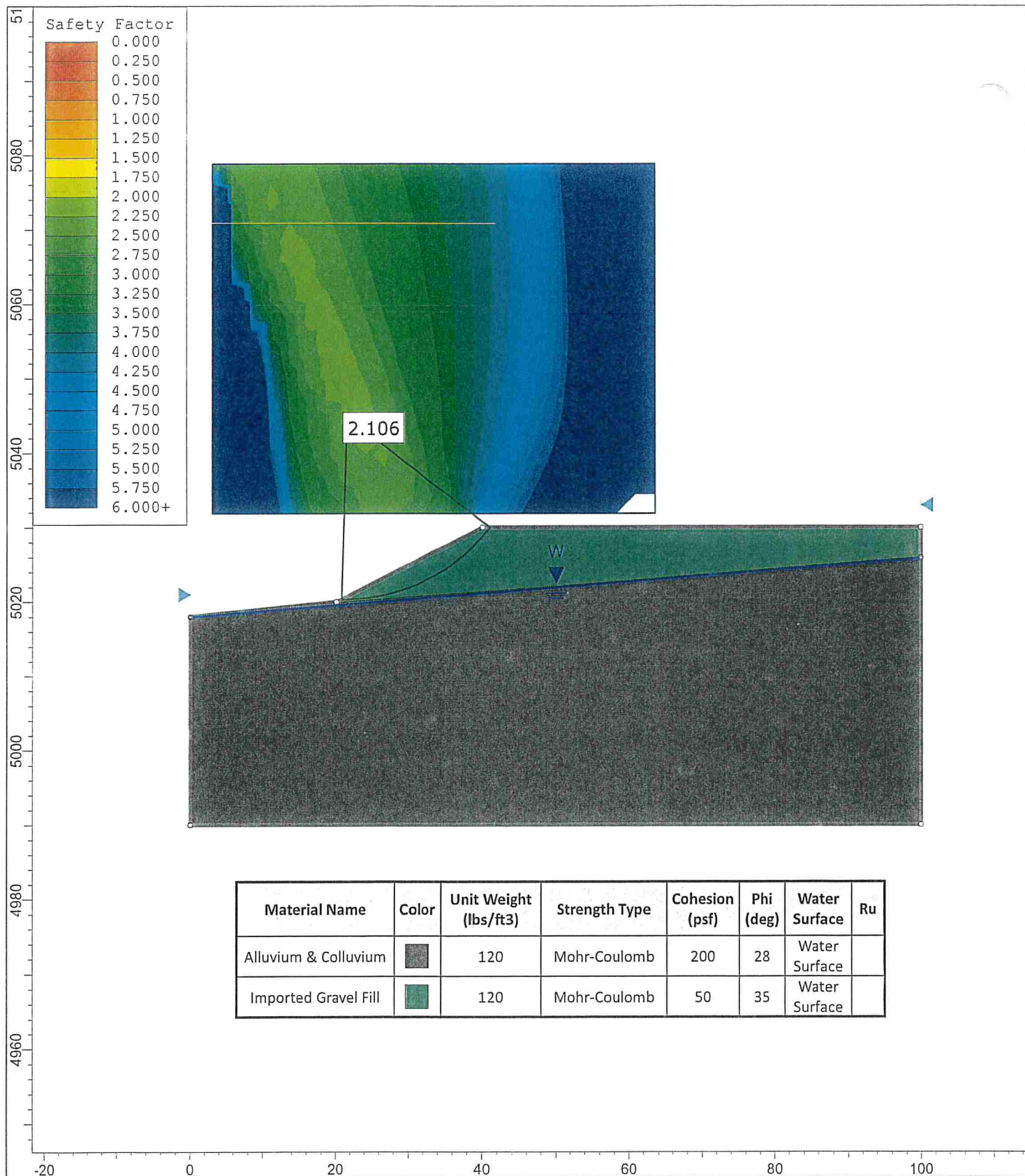
Mark I. Christensen, P.E.
Principal



Bill. D. Black, P.G.
Subcontract Engineering Geologist

ATTACHMENTS

Plates 1 and 2 – Global Stability Analyses
Revised Figure 3E (11"x17")



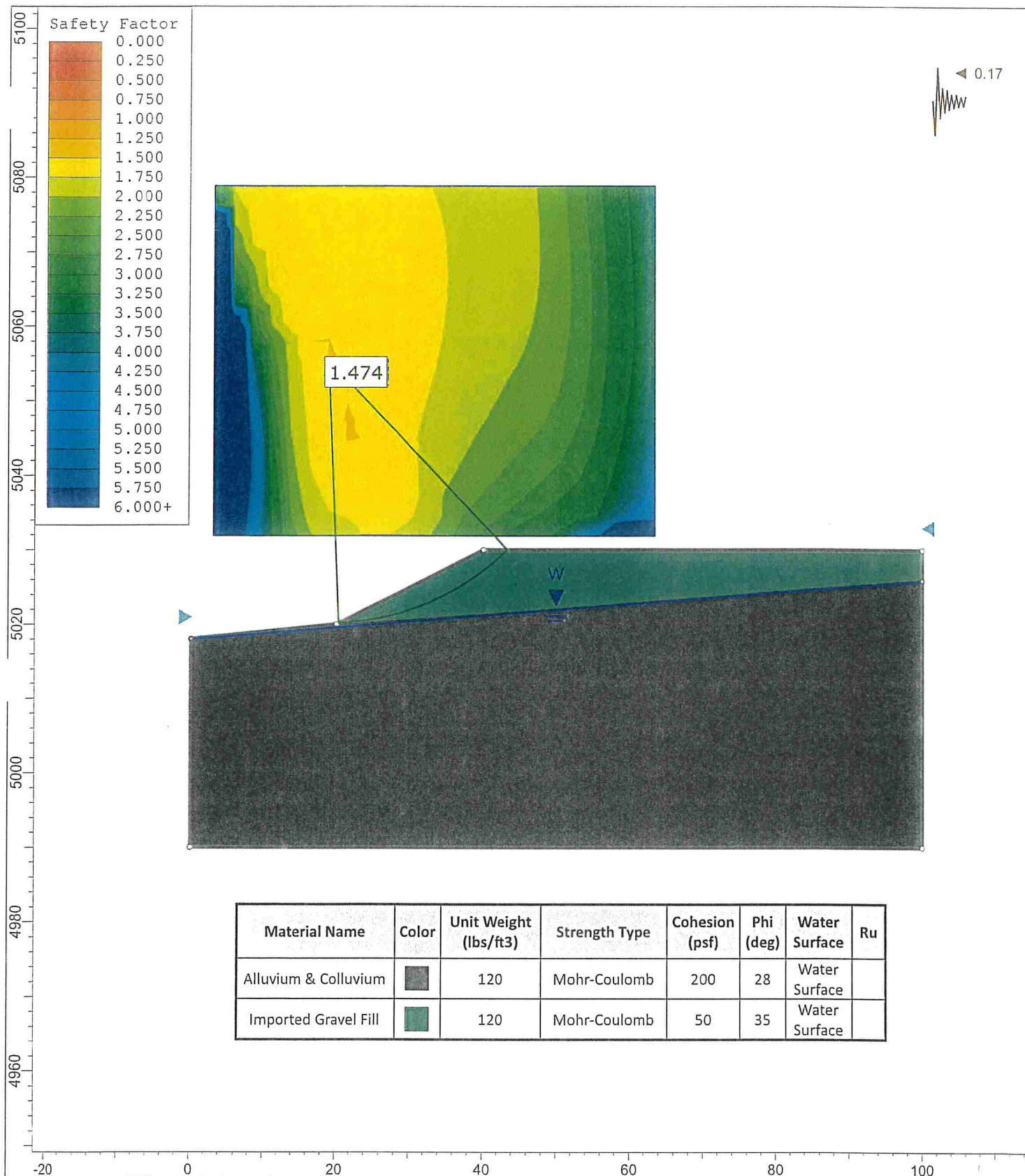
Frontier Drive Setback Analysis - Static



Kirk Smith
Frontier Estates Subdivision
Mountain Green, Utah
161-001

Plate

1



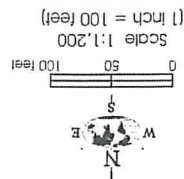
Frontier Drive Setback Analysis - Pseudo Static



Kirk Smith
Frontier Estates Subdivision
Mountain Green, Utah
161-001

Plate

2

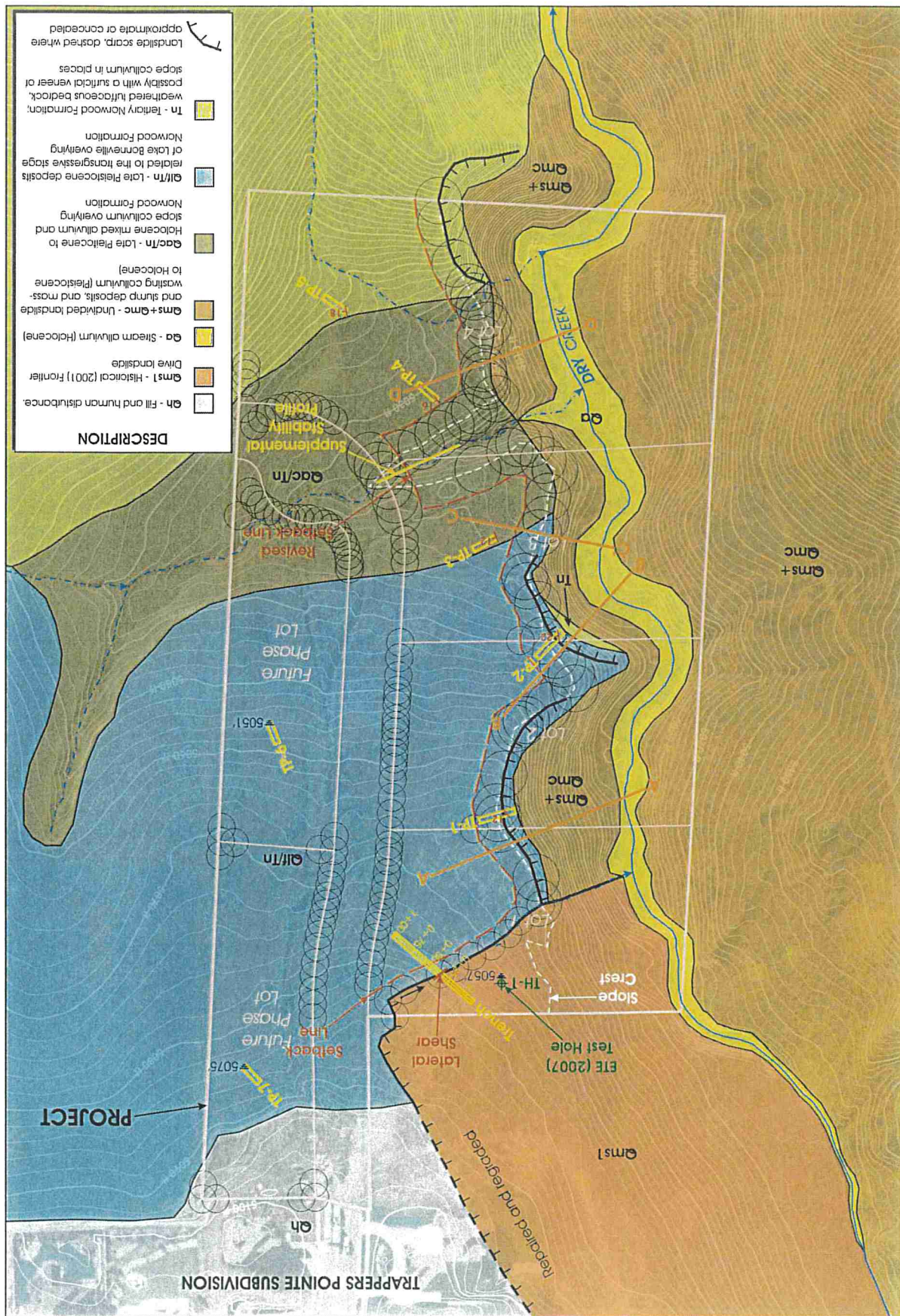


Aerial base from Utah AGRC 2006 high resolution orthophoto (Figure 3C) with contours generated by Global Mapper from 2006 autocorrelated DEM. Revised 04/24/2020.

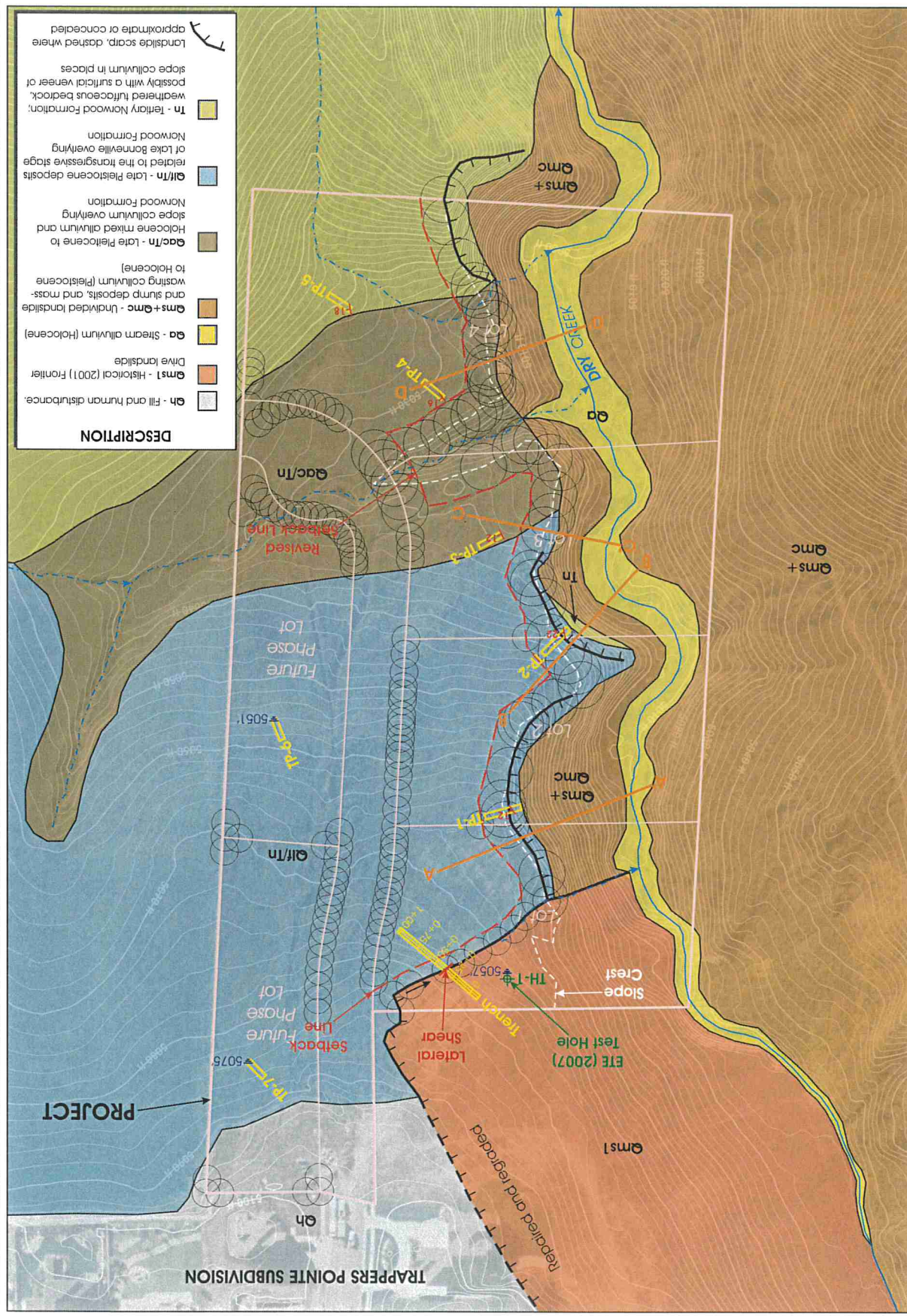
SITE PLAN AND GEOLOGY

GEOLOGIC HAZARDS EVALUATION
Proposed Frontier Estates Subdivision
About 6800 North Frontier Drive
Mountain Green, Morgan County, Utah

REVISÉD 1962 3d 65




Aerial base from Utah AGRC 2006 high resolution orthophoto (Figure 3C) with contours generated by Global Mapper from 2006 autocorrelated DEM. Revised 04/10/2020.





PROJECT MEMORANDUM

Date: April 19, 2020 GBES Project No: 05-16

From: Elliott W. Lips, P.G.
Principal Engineering Geologist 

To: Lance Evans, AICP
Morgan County PDS Director
48 West Young Street
Morgan, Utah 84050

Subject: Frontier Drive Setback
Proposed Frontier Estates Subdivision
Mountain Green, Morgan County, Utah

Status: SUBMITTAL INCOMPLETE

At the request of Morgan County, Great Basin Earth Science, Inc. (GBES) has conducted a review of the following letter prepared by Christensen Geotechnical (CG) and Western Geologic & Environmental LLC (WG&E) for the above referenced parcel:

Frontier Drive Setback, Frontier Estates Subdivision, About 6800 North Frontier Drive, Mountain Green, Morgan County, Utah: Prepared for Mr. Kirk Smith, dated April 10, 2020.

DISCUSSION

As discussed in the CG and WG&E letter, recommendations in previous reports by the authors included a 25-foot setback from the crest of the steep slopes that overlook Dry Creek along the western side of the subdivision. The original recommendations stated that slopes west of the setback line remain undisturbed and that no structures, landscaping, irrigation systems, utility lines, or septic systems (if in use) be installed or constructed west of the setback line.

CG and WG&E note that the southern portion of the planned extension of Frontier Drive is shown crossing the 25-foot setback line.

CG and WG&E state in the April 10, 2020 letter that it is their opinion that the planned extension of Frontier Drive, including ancillary infrastructure and utility lines, may cross the 25-foot setback area in the area of the small drainage subject to certain recommendations regarding the geometry, type of fill, placement methods, and compaction previously specified in the geotechnical report.

However, the April 10, 2020 letter in which CG and WG&E revise their previous recommendations contains no additional data or analysis supporting their revised conclusions and recommendations as required by MCO 8-5I-17.B.5.



RECOMMENDATIONS

1. GBES recommends that Morgan County request that the Applicant's consultants submit data and analysis in support of their revised recommendations for placing fill in the drainage west of the previously delineated 25-foot setback in the area of Frontier Drive. Specifically, supporting documentation should include, but not be limited to, drawings, cross-sections or profiles showing in situ geologic materials, fill material, surface drainage control, roadway and ancillary infrastructures, and slope stability analysis prepared in accordance with MCO 8-51.
2. GBES recommends that Morgan County obtain a review of the Geotechnical Investigation report, Addendum to the Geotechnical Investigation and the Frontier Drive Setback letter prepared by CG. A geotechnical engineer meeting the minimum qualifications in MCO 8-51-7 should conduct this review and provide comments and recommendations to the County on geotechnical issues, particularly landslide evaluation and slope stability modeling.

CLOSURE

Comments presented herein are provided to assist Morgan County in reducing risks from geologic hazards and to protect public health, safety, and welfare. All services performed by GBES for this project were provided for the exclusive use and benefit of Morgan County; no other person or entity may, or is entitled to use or rely upon any of the information presented herein.

We represent that our services are performed within the limitations prescribed by our Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation, expressed or implied, and no warranty or guarantee is included or intended. We do not assume responsibility for the accuracy of information provided by others.

If you have any questions or require additional information, please do not hesitate to contact us.



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: May 5 2020

Time Requested: 10min

Name: Lance Evans

Phone: 801-845-4015

Address: 48 W Young Street

Email: levans@morgan-county.net

Fax: _____

Associated County Department: Planning and Development Services

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

****CONTINUATION OF A PUBLIC MEETING FROM THE PLANNING COMMISSION ON April 23, 2020** Discussion/ Decision - Cox Plat Amendment – in the Peterson area to reduce the irrigation easement on lot #1 from 25 feet to 10 feet.**

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

Staff Report

Planning & Development Services



Morgan County Council

Public Meeting

May 5, 2020

Robert and Arvella Cox Subdivision Plat Amendment

Subdivision Plat Amendment

PROPERTY ADDRESS: 2901 N Morgan Valley Drive

GENERAL PLAN: Rural Residential/Agriculture

ZONING DISTRICT: RR-1/A-20

REQUEST: The applicants, Randal and Carrie Cox, request approval of the Robert and Arvella Cox Subdivision plat amendment in the Peterson area to reduce the irrigation easement on lot #1 from 25 feet to 10 feet.

PLANNING COMMISSION RECOMMENDATION

The Morgan County Planning Commission reviewed this application at their April 23rd meeting and recommends approval of the Robert and Arvella Cox Subdivision plat amendment in the Peterson area to reduce the irrigation easement on lot #1 from 25 feet to 10 feet, application #20.012 subject to the following 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.

The applicant has provided a letter of support from the officers of the Peterson Irrigation System. Staff has received a letter from a neighbor who is concerned that the irrigation easement won't be fully serviceable if it is reduced.

STAFF RECOMMENDATION: Based on the information in this staff report, the Planning Commission recommends that the County Council approve the plat amendment for the Robert and Arvella Cox Subdivision subject to all applicable regulations and the following 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.

Attachments:

1. Zoning Map
2. Original Plat
3. Proposed Plat Amendment
4. Application & Affidavit
5. Peterson Irrigation System Letter of Support
6. Public Comments Received

PROJECT DESCRIPTION:

Proposal Details

This request is for a plat amendment to the Robert and Arvella Cox Subdivision. The property is located at 2901 N Morgan Valley Drive in the Peterson area. The Robert and Arvella Cox Subdivision consists of two lots. The whole subdivision includes 2.35 acres combined. The owners would like to reduce the Peterson irrigation easement from 25 feet to 10 feet on lot #1. A 10-foot utility easement already exists on lot #2. The Peterson Irrigation Company has given their support of the recommended amendment.

DISCUSSION:

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

8-12-64: AMENDED PLAT REQUIREMENTS:

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

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

- A. *The land use authority may approve the vacation, alteration, or amendment of a plat by signing an amended plat showing the vacation, alteration, or amendment if the land use authority finds that:*
 - 1. *There is good cause for the vacation, alteration, or amendment; and*
 - 2. *No Public Street, right of way, or easement has been vacated or altered.*
- B. *The land use authority shall ensure that the amended plat showing the vacation, alteration, or amendment is recorded in the office of the county recorder.*
- C. *If an entire subdivision is vacated, the county council shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the county recorder's office.*
- D. *The county council may adopt an ordinance granting a petition to vacate some or all of a public street, right of way, or easement if the legislative body finds that:*
 - 1. *Good cause exists for the vacation; and*
 - 2. *Neither the public interest nor any person will be materially injured by the vacation.*
- E. *If the county council adopts an ordinance vacating some or all of a public street, right of way, or easement, the county council shall ensure that a plat reflecting the vacation and/or an ordinance describing the vacations is recorded in the Office of the County Recorder.*
- F. *The action of the legislative body vacating some or all of a street, right-of-way, or easement that has been dedicated to public use:*
 - 1. *Operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the County's fee in the vacated street, right-of-way, or easement; and*
 - 2. *May not be construed to impair:*
 - a. *Any right-of-way or easement of any lot owner; or*
 - b. *The franchise rights of any public utility. (Ord. 10-16, 12-14-2010)*

8-12-61: PROCEDURE:

- A. *For plat amendments that result in adjusting and/or altering lot lines through an exchange of title within a platted subdivision the zoning administrator shall be the land use authority.*
 - 1. *The zoning administrator shall approve an exchange of title under this subsection if the exchange of title will not result in a violation of any land use ordinance.*
 - 2. *If an exchange of title is approved under this subsection, a notice of approval shall be recorded in the office of the county recorder which:*
 - a. *Is executed by each owner included in the exchange and by the land use authority; and*

- b. *Contains an acknowledgment for each party executing the notice in accordance with the provisions of Utah state code title 57, chapter 2a, recognition of acknowledgments act; and*
 - c. *Recites the descriptions of both the original parcels and the parcels created by the exchange of title;*
- 3. *A document of conveyance of title reflecting the approved change shall be recorded in the office of the county recorder.*
- 4. *A notice of approval recorded under this subsection A does not act as a conveyance of title to real property and is not required to record a document conveying title to real property.*
- B. *For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment, or vacation of a public or private road shown on a subdivision plat, and all other modifications to lots within a recorded subdivision plat shall be reviewed by the county council with a recommendation from the planning commission.*
- C. *Applications to vacate or amend a subdivision plat shall be required to submit those documents required for review in a complete preliminary plat application which pertain to and describe the proposed amendment, as well as a paper copy of the proposed final plat mylar. Revised construction drawings shall also be submitted when changes to any required subdivision improvements are proposed.*
- D. *Upon receipt of a petition or a proposal to vacate or amend a subdivision plat which requires action by the county council, the matter shall be referred to the planning commission for a recommendation on the proposal.*
- E. *The land use authority shall hold a public hearing within forty five (45) days after the day on which the petition is filed if:*
 - 1. *Any owner within the plat notifies the county of the owner's objection in writing within ten (10) days of mailed notification; or*
 - 2. *A public hearing is required because all of the owners in the subdivision have not signed the revised plat.*
- F. *The land use authority may consider at a public meeting, without a public hearing, an owner's petition to vacate or amend a subdivision plat if:*
 - 1. *The petition seeks to join two (2) or more of the petitioning fee owner's contiguous lots;*
 - 2. *Subdivide one or more of the petitioner's fee owner's lots if the subdivision will not result in a violation of a land use ordinance or a development condition;*
 - 3. *Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join the petition, regardless of whether the lots and parcels are located in the same subdivision;*

4. *On a lot owned by the petitioning fee owner adjust an internal lot restriction imposed by the county;*
5. *Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area; and*
6. *Notice has been given to adjacent property, in accordance with section 8-3-12 of this title. (Ord. 10-16, 12-14-2010)*

ANALYSIS OF STANDARDS

Standards		Findings	Rationale
<p>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-64 states the following:</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</u> and <u>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>8-12-24: PRELIMINARY PLAT SUBMITTAL: The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:</p>			
A	<p>Vicinity Map</p> <ol style="list-style-type: none"> 1. Drawn at a maximum scale of one thousand feet (1,000') to the inch. 2. Show all existing and proposed roadways in the vicinity of the proposed development. 3. A north arrow. 4. The nearest section corner tie. 5. Subdivision name. 	Complies	
B	<p>Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.</p>	Complies	
C	<p>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</p> <ol style="list-style-type: none"> 1. Drawn at a scale not smaller than one hundred feet (100') to the inch. 2. A north arrow. 3. Subdivision name. 4. The layout and names and widths of existing and future road rights of way. 5. A tie to a permanent survey monument at a section corner. 6. The boundary lines of the subdivision with bearings and distances. 7. The layout and dimensions of proposed lots with lot areas in square feet. 8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces. 9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings. 10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas. 11. Location and ownership of all adjoining tracts of land. 12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010) 	Complies	
D	<p>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. Topography at two foot (2') contour intervals. 3. North arrow. 4. Subdivision name. 5. Areas of substantial earthmoving. 6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains. 	Not Applicable	

	<p>7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA).</p> <p>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.</p> <p>9. Show any existing wetlands.</p> <p>10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012)</p>		
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. North arrow. 3. Subdivision name. 4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications. 5. Show location and dimensions of all utility easements. 	Complies	
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> 1. Three (3) copies of a geotechnical soils report. 2. A traffic report when required by the planning commission or county engineer. 3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision. 4. Service agreements from all utility companies or providers. 5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval. 6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist. 7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat. 8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development. 9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow 	Complies	

	<p>rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply.</p> <p>10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.</p>		
G	When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.	Complies	
H	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	Complies	The applicant agrees to these terms.
I	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	Not Applicable	
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	This is included on the proposed plat.
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)	Not Applicable	The original subdivision did not have these provisions, therefore, it does not apply to the plat amendment.

8-12-32: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:

A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.	Complies	The proposed plat amendment meets these requirements.
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	The proposed plat amendment meets these requirements.
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	The proposed plat amendment meets these requirements.
D	Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission

			and/or County Council recommend changes to the plat.
E	An accurate and complete survey, which conforms to Utah state law.	Complies	The survey has been completed.
F	Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.	Complies	The proposed plat amendment meets these requirements.
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	The proposed plat amendment meets these requirements.
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	The proposed plat amendment meets these requirements.
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	The proposed plat amendment meets these requirements.
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	The proposed plat amendment meets this requirement.
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.	Not Applicable	
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	The proposed plat amendment meets these requirements.
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	Complies	The proposed plat amendment meets these requirements.

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

	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.	Not Applicable	
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)	Not Applicable	

PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on April 13, 2020 more than 10 days prior to the scheduled meeting. (Morgan County Code 8-3-13C)
- ✓ A Public Notice was posted on the County website on April 13, 2020.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on April 13, 2020.
- ✓ A sign was posted on the site on April 13, 2020

The Planning and Development office has received one letter from a Morgan County resident, regarding this application. (*see attachment 6*)

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments received

Fire/EMS Services: No comments received

Engineering/Surveyor: No comments received

Recorders: No comments received

Zoning: The zoning of the parcel is RR-1 along Morgan Valley Drive and A-20 at the rear of the property:

8-5A; Article A: Multiple Use, Agriculture and Rural Residential Districts:

D. Rural Residential Districts:

1. *The purposes of providing a rural residential district are:*
 - a. *To promote and preserve in appropriate areas conditions favorable to large lot family life;*
 - b. *Maintaining a rural atmosphere;*
 - c. *The keeping of limited numbers of animals and fowl; and*
 - d. *Reduced requirements for public utilities, services and infrastructure.*
2. *These districts are commercial and industrial uses. (2010 Code)*

As proposed subdivision plat amendment appears to meet the zoning requirements.

The following code states (8-12-61B):

For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment, or vacation of a public or private road shown on a subdivision plat, and all other modifications to lots within a recorded subdivision plat shall be reviewed by the county council with a recommendation from the planning commission.

Therefore, the Planning Commission's decision for this application will be a recommendation to the County Council.

PLANNING COMMISSION RECOMMENDATION:

Update

The Morgan County Planning Commission reviewed this application at their April 23rd meeting and recommends approval of the Robert and Arvella Cox Subdivision plat amendment in the Peterson area to reduce the irrigation easement on lot #1 from 25 feet to 10 feet, application #20.012 subject to the following 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.

The applicant has provided a letter of support from the officers of the Peterson Irrigation System. Staff has received a letter from a neighbor who is concerned that the irrigation easement won't be fully serviceable if it is reduced.

Recommended Motion

Sample Motion for a recommendation for Approval – "I move to approve the Robert and Arvella Cox Subdivision Plat Amendment to reduce the irrigation easement on lot #1 from 25 feet to 10 feet, application #20.012, located at 2901 N Morgan Valley Drive based on the findings and with the conditions recommended by the Planning Commission at the May 5, 2020 meeting."

Sample Motion for a recommendation for Approval with conditions – “I move to approve the Robert and Arvella Cox Subdivision Plat Amendment to reduce the irrigation easement on lot #1 from 25 feet to 10 feet, application #20.012, located at 2901 N Morgan Valley Drive based on the findings and with the conditions recommended by the Planning Commission at the May 5, 2020 meeting, with the following additional conditions and findings:”

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

Sample Motion for a recommendation for Denial – “I move to deny for the Robert and Arvella Cox Subdivision Plat Amendment to reduce the irrigation easement on lot #1 from 25 feet to 10 feet, application #20.012, located at 2901 N Morgan Valley Drive, based on the following findings:

1. *List any additional findings...*

VICINITY MAP & EXITING CONDITIONS

The site is relatively flat. The subdivision is adjacent to residential and agricultural uses.

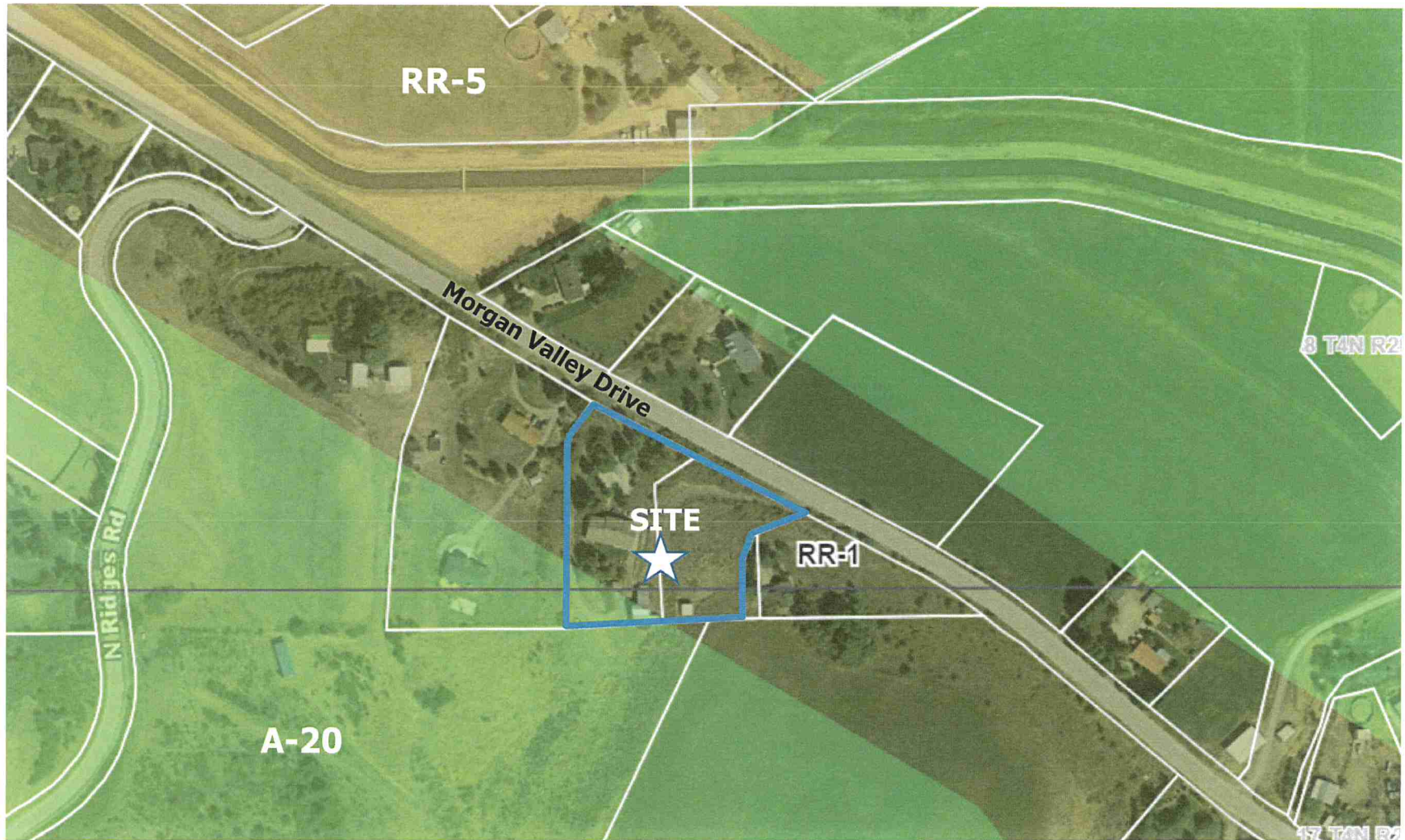
Uses adjacent to the Property

North: Residential/Agriculture
South: Agriculture

East: Residential/Agriculture
West: Residential/Agriculture

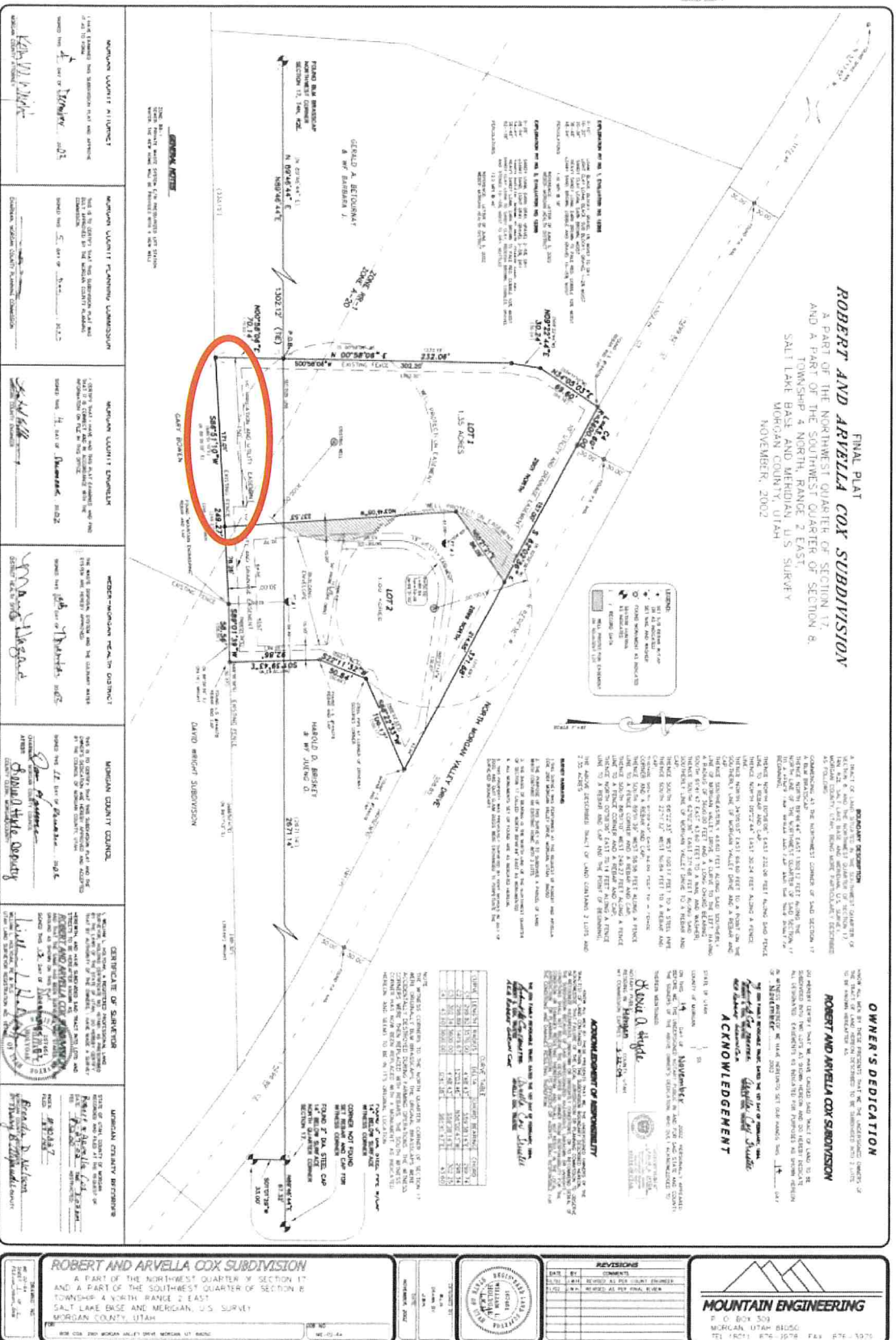


ATTACHMENT 1: ZONING MAP



ATTACHMENT 2: ORIGINAL PLAT

25' easement being reduced to 10' at south property



[illegible]

ATTACHMENT 4: APPLICATION & AFFIDAVITS

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



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

Project Information

Date of Submission:	3/18/20	Zone:	RRT	Serial:	01-RACox-0005-6218	Parcel #:	00-0065-6218
Project Name:	Amended Plat No. 1 Robert + Arvella Cox Sub						
Project Address:	2901 N. Morgan Valley Dr.						
Project Description:	(Amended Plat Lot 1 Robert + Arvella Cox Subdivision)						
Property Owner(s):	Cox Family Revocable Living Trust						
Address:	2901 N. Morgan Valley Dr.	City:	Morgan	State:	UT	Zip:	84050
Phone:	801-430-3609	City:	Morgan	State:	UT	Zip:	84050
Contact Person:	Randall Cox						
Phone:	801-430-3609	City:	Morgan	State:	UT	Zip:	84050
Cellular:	801-430-3609	City:	Morgan	State:	UT	Zip:	84050
Fax:							
Email:	Randv687@gmail.com						

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

Subdivision Amendment Fees

Number of Lots: 1

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

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

ATTACHMENT 5: PETERSON IRRIGATION SYSTEM LETTER OF SUPPORT

Morgan County Planning

Robert and Arvella Cox Subdivision Amendment

As officers of the Peterson Irrigation system, we would like to inform the Morgan County Planning department that we support the amendment on Lot #1 of the Robert and Arvella Cox Subdivision that reduces the irrigation easement from 25 feet to 10 feet. This is in line with surrounding properties and will provide ample room to provide any maintenance needed on the existing pipeline.

Rex Jensen

President, Peterson Irrigation Company



Roger Prescott

Vice President



Planning Committee,
11 April 2020

in any but this reduction in
sewerage must not be allowed. The
sewerage is necessary to service the
main water line for the Dalton
Creek Irrigation System.

Do grant this amendment, would
put in jeopardy 176 acres of
irrigated land and 57 homes.
I strongly protest this action.
It would endanger water rights
that have stood for 160 years.

More importantly, the Coy
junction is the key crossing point
of Morgan Valley Drive. We must
be able to fully service it.
Roger Peterson
801-648-5765



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: May 5 2020

Time Requested: 20min

Name: Lance Evans

Phone: 801-845-4015

Address: 48 W Young Street

Email: levans@morgan-county.net

Fax: _____

Associated County Department: Planning and Development Services

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

****CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON April 23, 2020**** Discussion/**Public Hearing**/Decision:
HCA Rezone - A proposed rezone of approximately 14.70 acres from Light Manufacturing (LM) to Highway Commercial (CH) located at approximately 5649 W Old Highway Road in Mountain Green, Utah.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

To: Morgan County Council
From: Haylie Hale, Planner I
Lance Evans, PDS Director
Date: May 5, 2020
Re: **HCA Investments, LLC Zoning Map Amendment Public Hearing**

PROPERTY ADDRESS: Approximately 5465 W Old Highway Road
PARCEL ID: 03-005-053-07 and 03-005-053-07-1
GENERAL PLAN: Business Park
ZONING DISTRICT: LM (Light Manufacturing District)
ACRES: 14.7 acres
APPLICANT: Jeremy Jaggi
OWNERS: HCA Investments, LLC

REQUEST: Amend the Zoning Map, changing the zoning from Light Manufacturing (LM) to Highway Commercial (CH).

Planning Commission Recommendation

Planning Commission recommends approval of the requested zoning map amendment from the LM zoning district to the Highway Commercial (CH) zoning district. The approval recommendation is based on the following findings listed below:

Findings:

1. That the proposed amendment is consistent with the future land use map and policies for the Highway Commercial Land Use Designation.
2. That the proposed amendment is in harmony with existing proposed land uses in the area.
3. That the anticipated development may not adversely impact the adjacent properties.
4. That there will be adequate facilities and services to serve the subject property.

There were four emails of support for the rezone from the general public.

Background

This application is for an amendment to the Morgan County zoning map. The applicant is proposing to rezone 14.7 acres currently zoned LM (Light Manufacturing) (See Exhibit C) and located south of West Old Highway Road in the Mountain Green area (See Exhibit A). The 14.7-acres consists of two parcels, one 7.23 acres and the other 12.53 acres. The applicant is proposing to rezone the northern portion of the two parcels, keeping the

southern portion LM (Light Manufacturing).

Morgan County Code establishes four standards for approval of a rezoning. Staff's analysis follows each of the criteria as outlined.

1. General Plan Consistency:

The General Plan and Future Land Use Map designation, Business Park, demonstrates the desire of the County to allow for the development of uses that provide employment involving light manufacturing, assembling, warehousing, and wholesale activities and associated office space and support uses.

The 2010 Morgan County General Plan identifies the following three visions for the County that support 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. Additionally, the proposal complies with the Business Park policy:

***Business Park:** The Business Park use category is intended to provide for areas for the development of uses that provide employment involving light manufacturing, assembling, warehousing, and wholesale activities and associated office space and support uses. The Business Park designation is intended to encourage campus-style commercial development near the airport which incorporates amenities including attractive streetscapes and enhanced landscaping. This use category provides for employment in commercial and light industrial uses that are compatible with adjacent or surrounding land uses. The areas designated for Business Park uses have adequate transportation and infrastructure access, and emphasize minimal conflict with existing adjacent land uses. This designation provides for the development and accommodation of administrative and research industries, offices, and limited manufacturing and support services. Typical uses may also include construction contractors, small, screened storage yards, and small warehousing spaces.*

In changing the zoning district for the applicant's property, the County is reflecting the goals, objectives and policies of the General Plan.

2. Harmonious with the Overall Character of Existing Development

The Highway Commercial Zoning District is to provide areas in appropriate locations adjacent to highways or major streets where activities dependent upon or catering to thoroughfare traffic and the traveling public may be established, maintained and protected. The regulations of this district are designed to encourage harmony between traffic needs and centers for retail commercial, entertainment, automotive facilities, and other appropriate highway related activities.

3. Adverse Impact to Adjacent Property

There are no land uses allowed in the Highway Commercial Zoning District which would adversely impact the neighboring properties.

4. Adequacy of facilities and services

This property is within the jurisdiction of multiple service districts and agencies that will be able to provide services to the subject property.

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 Rezoning's* 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.*
 - 1. 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, the impact on the facilities and services should be minimal.

Zoning District Standards:

Highway Commercial District (CH): To provide areas in appropriate locations adjacent to highways or major streets where activities dependent upon or catering to thoroughfare traffic and the traveling public may be established, maintained and protected. The regulations of this district are designed to encourage harmony between traffic needs and centers for retail commercial, entertainment, automotive facilities, and other appropriate highway related activities.

8-5C-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 commercial and industrial districts, except as provided in this article. Accessory uses and buildings customarily incidental to uses authorized by conditional use permit in any district are also authorized by issuance of a conditional use permit in any such district. "Temporary uses", as defined in section 8-2-1 of this title, are authorized in any district upon issuance of a conditional use permit for the same.												
C1 - CUP Zoning Administrator C2 - CUP Planning Commission C3 - CUP County Council P - Permitted	Commercial Buffer (CB)	Neighborhood Commercial (NC)	Town Center (CC)	Commercial Shopping (C-S)	General Commercial (GC)	Highway Commercial (HC)	Business Park (BP)	Technical & Profession Campus (TPC)	Mountain Green Commercial (MGC)	Peterson Commercial (PC)	Light Manufacturing (LM)	Industrial (I)
All uses prohibited except as stated in the Use Table												
AGRICULTURAL												
Agricultural industries	C2	-	-	-	-	-	C1	C1	C1	C1	P	P
Agriculture tourism	C1	C1	-	C1	C1	C1	C1	C1	C1	C1	C1	C1
Dairy or food processing	C1	-	-	-	-	-	-	-	-	-	C1	C1
Agriculture - Tilling of soil, raising of crops, and pasturing of animals. (Non-intensive place holder until development occurs.)	P	P	P	P	P	P	P	P	P	P	P	P
Mining or Quarrying	-	-	-	-	-	-	-	-	-	-	-	P
RESIDENTIAL												
Residential units as part of a mixed use development	-	-	C2	-	-	-	-	-	-	-	-	-
Recreation vehicle parks	C1	-	-	C1	C1	C1	-	-	-	-	C1	-

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[illegible]

Sound recording studios	-	-	P	P	P	P	P	P	P	-	P	-
Computer data storage services	-	-	P	C1	C1	C1	C1	C1	C1	-	C1	-
Data processing services	-	-	P	C1	C1	C1	C1	C1	C1	-	C1	-
Libraries	P	P	P	P	P	P	P	P	P	-	-	-
Automobile rental (or other vehicle rental)	-	-	-	P	P	P	-	-	-	-	P	-
FINANCE AND INSURANCE												
Bank and Financial Services	P	P	P	P	P	P	P	P	P	C1	C1	C1
Professional, Scientific and Technical Service Offices	P	P	P	P	P	P	P	P	P	P	C1	C1
EDUCATIONAL SERVICES												
Academies, elementary or secondary	P	P	C2	P	P	P	P	P	P	P	-	-
Boarding schools, elementary or secondary	P	P	C2	P	P	P	P	P	P	P	-	-
Elementary and secondary schools	P	P	C2	P	P	P	P	P	P	P	-	-
Finishing schools, secondary	P	P	C2	P	P	P	P	P	P	-	-	-
High schools	P	P	C2	P	P	P	P	P	P	-	-	-
Junior high schools	P	P	C2	P	P	P	P	P	P	-	-	-
Military academies, elementary or secondary	P	P	C2	P	P	P	P	P	P	-	-	-
Colleges, community	P	P	C2	P	P	P	P	P	P	-	-	-
Colleges and Universities	P	P	C2	P	P	P	P	P	P	-	-	-
Colleges, universities, and professional schools	P	P	C2	P	P	P	P	P	P	-	-	-
Healthcare and Social Assistance Offices	P	P	P	P	P	P	P	P	P	-	-	-
Laboratories, medical and dental	-	-	C2	-	-	-	P	P	-	-	P	P
Child day care centers (as defined in Utah State Code)	P	P	P	P	P	P	P	P	P	-	-	-
Medical Clinic	P	P	P	P	P	P	P	P	P	P	C1	C1
ENTERTAINMENT												
Stables, horse racing	-	-	-	-	-	-	-	P	-	-	-	-
Art galleries (except retail)	-	-	P	P	P	P	P	P	P	-	-	-
Art museums	-	-	P	P	P	P	P	P	P	-	-	-
Community museums	-	-	P	P	P	P	P	P	P	-	-	-
Electronic game arcades	-	-	P	P	P	P	-	-	-	-	-	-
Family fun centers	-	-	P	P	P	P	-	-	-	-	-	-
Indoor play areas	-	-	P	P	P	P	-	-	-	-	-	-
Pinball arcades	-	-	P	P	P	P	-	-	-	-	-	-
Video game arcades (except gambling)	-	-	P	P	P	P	-	-	-	-	-	-

Country clubs	-	-	P	P	P	P	-	-	-	-	-	-
Athletic club facilities, physical fitness, dance, gymnasiums, fitness centers	P	P	P	P	P	P	P	P	-	-	-	-
Recreational sports club facilities	P	P	P	P	P	P	P	P	-	-	-	-
Rinks, ice or roller skating	P	P	-	P	P	P	P	P	-	-	-	-
Swimming pools	P	P	P	P	P	P	P	P	-	-	-	-
Tennis club facilities	P	P	P	P	P	P	P	P	-	-	-	-
Bowling alleys	P	P	P	P	P	P	P	P	-	-	-	-
Bowling centers	P	P	P	P	P	P	P	P	-	-	-	-
Theater/ Cinemas	C1	C1	P	P	P	P	C1	C1	-	-	-	-
Movie theaters (except drive-in)	-	-	P	C1	C1	C1	C1	C1	C1	-	C1	-
Drive-in motion picture theaters	-	-	-	C1	C1	C1	C1	C1	C1	-	C1	-
ACCOMMODATION & FOOD SERVICES												
Health spas (i.e., physical fitness facilities) with accommodations	-	-	P	C2	C2	C2	C2	-	-	-	-	-
Hotels (except casino hotels)	C1	-	C3	C1	C1	C1	C1	C1	C1	C1	-	-
Bed and breakfast inns	C1	C1	C1	C1	C1	C1	-	-	-	-	-	-
Banquet halls with catering staff	-	-	P	C1	C1	C1	C1	-	-	-	-	-
Caterers	-	-	P	C1	C1	C1	C1	-	-	-	-	-
Restaurants	P	P	P	P	P	P	P	P	P	P	C1	C1
Coffee shops, on premise brewing	P	P	P	P	P	P	P	P	P	P	C1	C1
TRANSPORTATION												
Bus terminal or station	C1	C1	P	C1	C1	P	P	C1	C1	C1	P	P
OTHER SERVICES												
Repair shop (small equipment, personal items)	C1	C1	-	C1	C1	C1	C1	C1	C1	C1	C1	-
Tractor, farm or construction equipment repair and maintenance services	-	-	-	-	-	-	-	-	-	-	C2	C1
Welding repair services (e.g., automotive, general)	-	-	-	-	-	-	-	-	-	-	C2	C1
Engine repair, small engine	-	-	-	-	-	-	-	-	-	-	C1	P
Aircraft upholstery repair	-	-	-	P	P	P	P	-	P	-	P	P
Furniture repair shops	-	-	-	P	P	P	P	-	P	-	P	P
Window shade repair and maintenance shops	-	-	-	P	P	P	P	-	P	-	P	P
Barber shops	P	P	P	P	P	P	P	-	-	-	-	-

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8-5C-4: HEIGHT REGULATIONS:

	Districts											
	CB	NC	CS	TC	CH	GC	BP	TPC	MGC	PC	LM	I
	The maximum height for all buildings and structures in districts regulated by this article, except as specifically provided for in other sections of this title, shall be:											
In feet	35	35	35	35	35	35	35	35	35	35	35	no limit
In number of stories	3	3	3	3	3	3	3	3	3	3	3	no limit

8-5C-5: SETBACK AND YARD REGULATIONS:

	Districts											
	CB	NC	TC Res*	CS	CH	GC	BP	TPC	MGC	PC	LM	I
	The minimum depth and/or length for yards in the districts regulated by this article shall be (in feet):											
Front yard	25	25	25	25	25	25	25	25	25	25	25	25
Rear yard	20	20	20	20	20	20	20	20	20	20	20	20
Side yards	10	10	10	10	10	10	10	10	10	10	10	10
Except as determined by conditional use permit or as allowed for utility uses and governmentally operated essential service facilities in section 8-6-18 of this title	A	A	A	A	A	A	A	A	A	A	A	A

8-5C-6: IMPROVEMENTS COMPLETED OR IN PROGRESS BEFORE BUILDING PERMIT ISSUED:

Improvements are to be in compliance with standards adopted by the county.

	Districts											
	CB	NC	<i>TC</i>	CS	CH	GC	BP	TPC	MGC	PC	LM	I
Street grading ¹	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Street base ¹	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Street paving	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Curb and gutter ¹	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Sidewalk	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Surface drainage facilities ¹	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Wastewater disposal facilities	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Culinary water facilities	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Firefighting facilities ^{1,2}	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Street name and traffic signs	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Street monuments	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Survey monuments boxes	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Streetlights	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Address numbers	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A
Public utilities - power, gas, telephone, cable TV, etc.	A	A	<i>A</i>	A	A	A	A	A	A	A	A	A

Notes:

1. Construction completed prior to issuing building permits.
2. Indicates refer to fire officials for latest regulations.

(Ord. 16-03, 7-5-2016, Ord. 17-36, 12-19-2017)

Highway Commercial Analysis

The proposal is to rezone 14.7 acres from LM to Highway Commercial. This request is consistent with the General Plan designation of Business Park, which provides for the development and accommodation of administrative and research industries, offices, and limited manufacturing and support services. The CH zone allows for similar permitted uses as other commercial zones including centers for retail commercial, entertainment, automotive facilities, and other related activities. Of the proposed businesses, restaurants, spots complexes and Animal clinics are permitted, Automobile repair services and assisted living require a CUP.

Planning Commission Recommendation:

The Morgan County Planning Commission reviewed this application at their April 23rd meeting and recommends approval of the HCA Investments, LLC Zoning Map Amendment: A proposed rezone of 14.7 acres from Light Manufacturing (LM) to Highway Commercial (CH), located at Approximately 5465 W Old Highway Road subject to the following findings:

1. That the proposed amendment is consistent with the future land use map and policies for the Highway Commercial Land Use Designation.
2. That the proposed amendment is in harmony with existing proposed land uses in the area.
3. That the anticipated development may not adversely impact the adjacent properties.
4. That there will be adequate facilities and services to serve the subject property.

The proposed rezone is consistent with the General Plan. The proposed commercial development would follow design guidelines that would a line with the Town Center and Kent Smith Park. Chair Ross stated he thinks this is the best fit with the zone they are proposing. Staff has received four letters of support from the community.

Recommended Motion

Recommended Motion for *Approval* – “I move we approve the HCA Investments, LLC Rezone Map Amendment, application number 20.015, changing the zoning district from LM to CH, based on the findings listed in the staff report dated May 5, 2020.”

Recommended Motion for *Approval with conditions* – “I move we approve the HCA Investments, LLC Rezone Map Amendment, application number 20.015, changing the zoning district from LM to CH, based on the findings listed in the staff report dated May 5, 2020, *due to the following conditions:*”

1. List any additional conditions...

Recommended Motion for *Approval with conditions* – “I move we deny the HCA Investments, LLC Rezone Map Amendment, application number 20.015, changing the zoning district from LM to CH, *due to the following findings:*”

1. List any additional findings...

Supporting Information

Exhibit A: Vicinity Map

Exhibit B: Future Land Use Map

Exhibit C: Existing Zoning Map

Exhibit D: Rezone Map

Exhibit E: Application

Staff Contact

Haylie Hale

801-845-4008

hhale@morgan-county.net

Lance Evans

801-845-4015

levans@morgan-county.net

Exhibit A: Vicinity Map



Exhibit B: Future Land Use Map

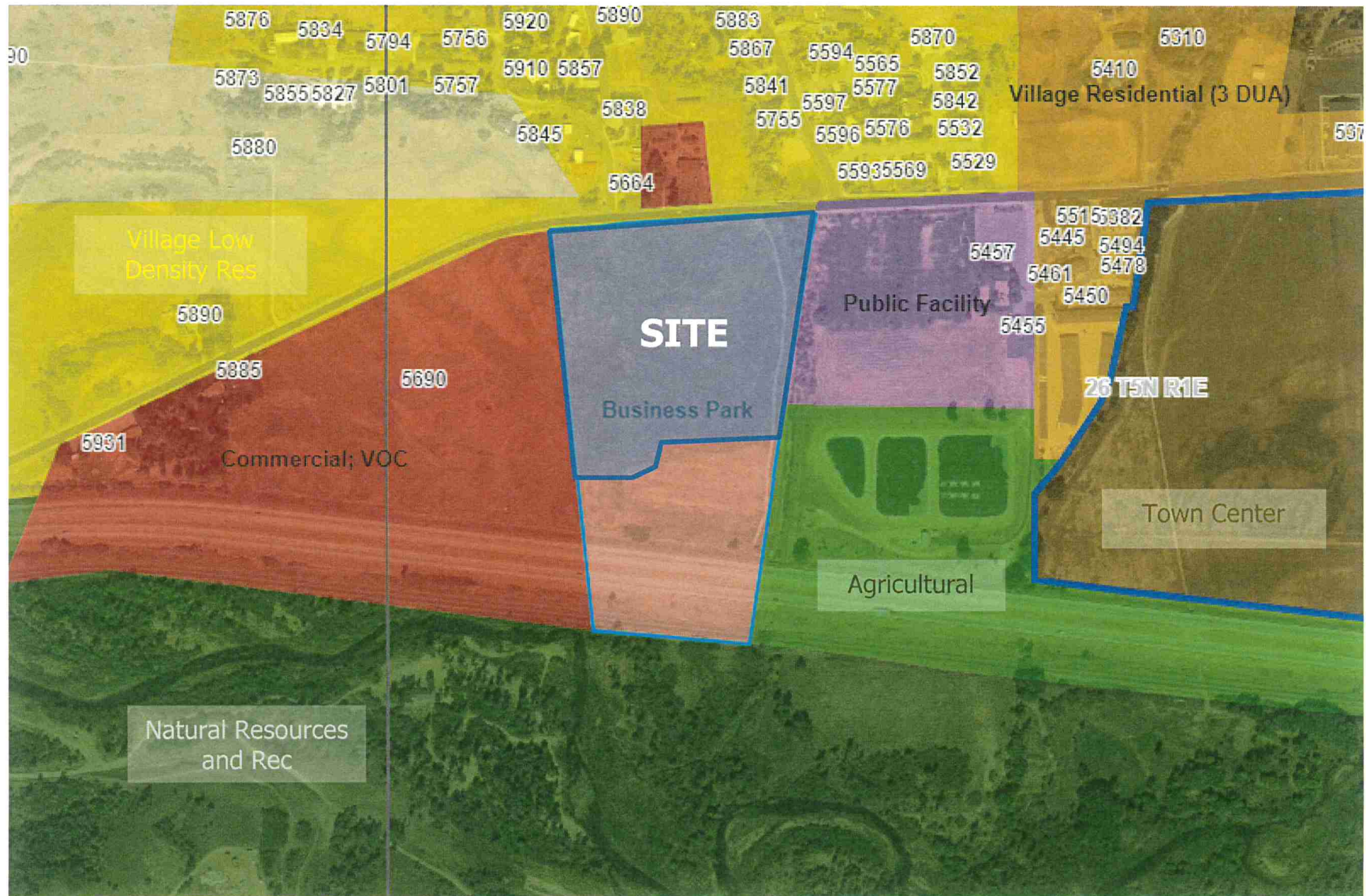


Exhibit C: Existing Zoning Map

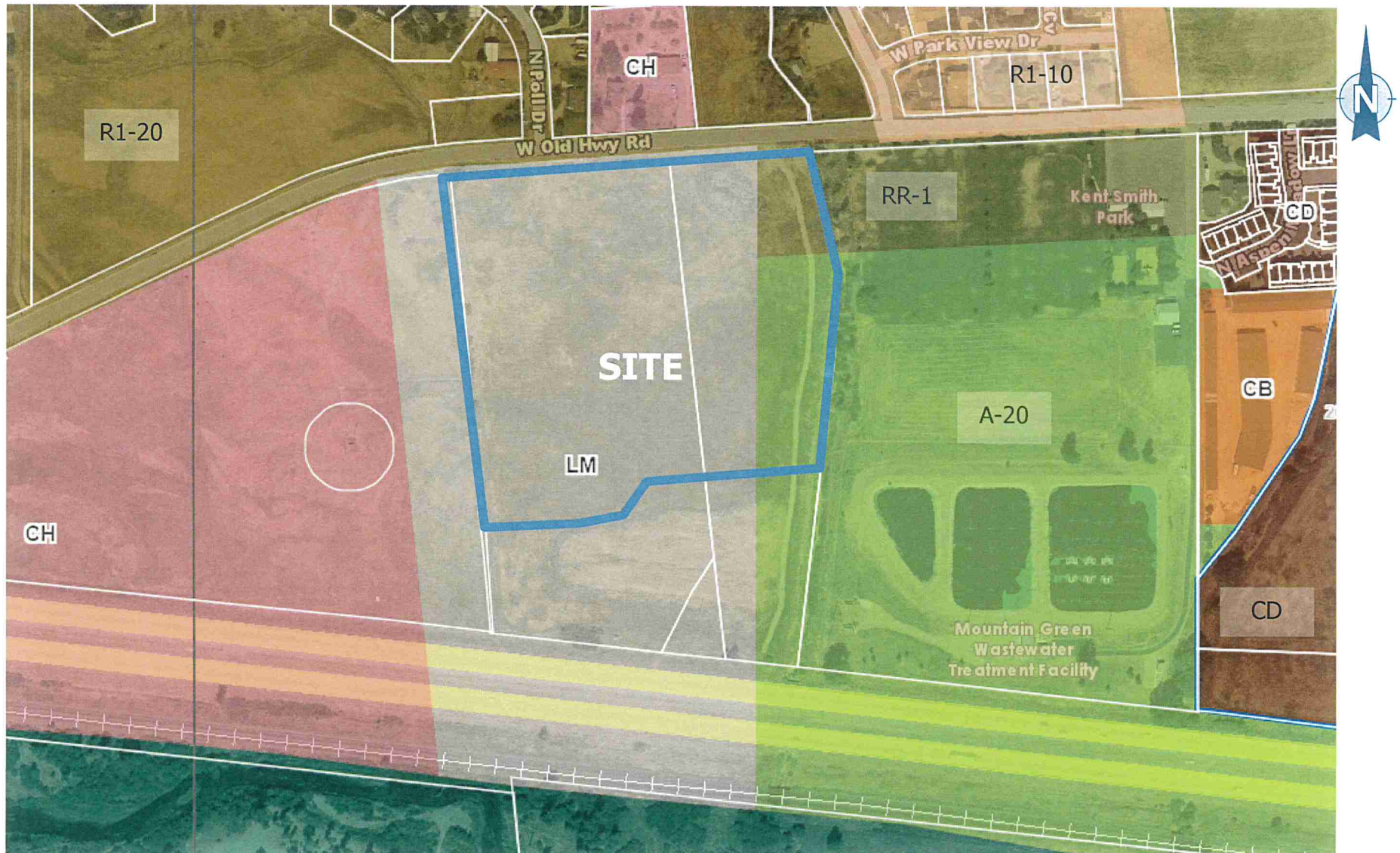


Exhibit D: Rezone Map

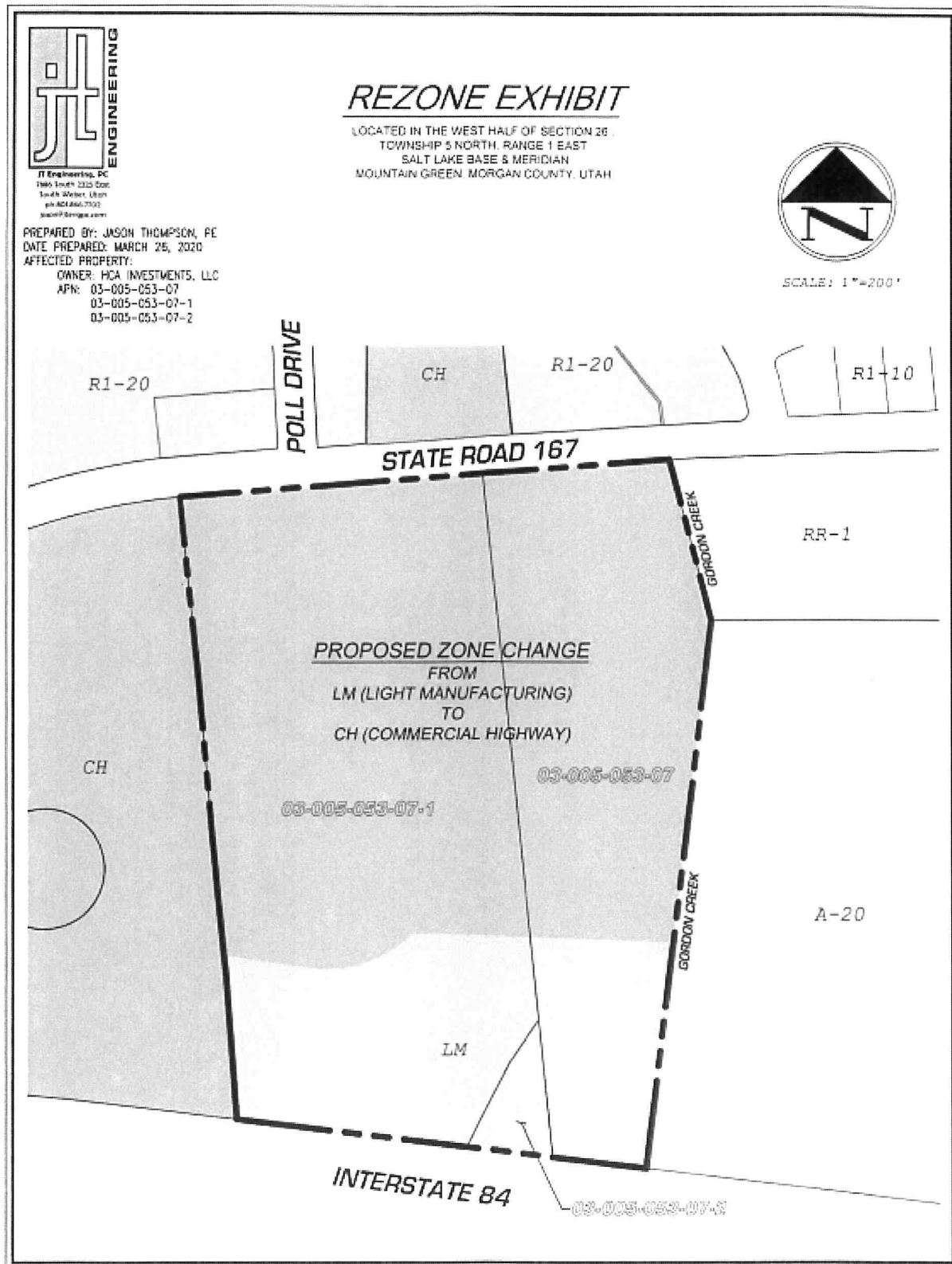



Exhibit E: Application



ZONE MAP/FUTURE LAND USE MAP AMENDMENT APPLICATION

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

PARCEL to be amended (attach legal description):					
Name of Owner(s): HCA Investments, LLC (Jeremy Jaggi)				Date of Submission: 3/26/2020	
Owner(s) Address: 4287 Harrison Blvd #135			Owner(s) Mailing Address (if different):		
City: Ogden	State: Utah	Zip: 84403	City:	State:	Zip:
Phone: 805-558-0197			Email: jeremy.jaggi@hcainvestments.com		
Name of Applicant or Authorized Agent: Same as owner					
Agent Address:			Agent Mailing Address (if different):		
City:	State:	Zip:	City:	State:	Zip:
Phone:			Email:		
Owner(s): Signature of Authorization to file:  <small>Jeremy E. Jaggi Mar 26, 2020</small>				Date of Submission: Mar 26, 2020	
Describe proposed MAP amendment:					
Rezone portion of property from LM to CH					
Describe how this change will affect the general character of the zone:					
It complies with the "Business Park" Future Land Use Map designation					
Any additional information that may be useful:					
This allows the uses that appear to be greatly supported by the community, far better than the industrial current zone					
Pre-Application Conference Date (if applicable or necessary):					



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: May 5 2020

Time Requested: 20min

Name: Lance Evans

Phone: 801-845-4015

Address: 48 W Young Street

Email: levans@morgan-county.net

Fax: _____

Associated County Department: Planning and Development Services

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

****CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON April 23, 2020** Discussion/**Public Hearing**/Decision:**
Pace Future Land Use Map Amendment – A proposed amendment to the Future Land Use Map of approximately 2.44 acres going from Agricultural to Rural Residential. Located at approximately 1418 S Morgan Valley Drive, Morgan, Utah.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



County Council
Staff Report
Future Land Use Map Amendment

Planning and Development Services

Pace Future Land Use Map Amendment
Public Hearing
May 5, 2020

Application No.: 20.011
Applicant: Ryan and Deede Pace
Owner: Mountain Builders Investments LLC.
Project Location: approximately 502 W Richville Lane
Current Zoning: A-20
General Plan Designation: Agricultural
Acreage: 2.44 acres
Request: Amend the Future Land Use Map, changing the existing designation of Agricultural to Rural Residential on 2.44 acres.
Date of Application: March 4, 2020
Date of Previous Hearing: April 23, 2020

Planning Commission Recommendation

Planning Commission recommends denial of the requested future land use map amendment based on the following finding:

1. The requested future land use map amendment is inconsistent with the General Plan.

The Morgan County Planning Commission reviewed this application at their April 23rd meeting and recommends denial of the Pace Future Land Use Map Amendment: A proposed amendment to change the 2.44 acres furthest south of the property from the current designation of Agricultural to Rural Residential at approximately 502 W Richville Lane subject to the following findings:

1. The requested future land use map amendment is inconsistent with the General Plan.

Staff received two phone calls from the community concerned about the rezone and FLUMA and who are against it. There was an email that outlined wanting to keep the area rural as possible and wanting to enjoy the quietness.

Member Wilson asked if the road leading to the property is an acknowledged road by the county. Evans stated at least a portion of it is. Member Wilson asked if they were gaining their frontage off of it. Evans stated they could. Member Bass stated that they shouldn't approve something if they don't know who owns the road. Member Stephens is concerned about letting people build

back into fields. Member Sessions concern is about the road, saying they should put a rezone on hold for a while until they have figure out if the road is owned by the county or not. Member Sessions asked if the capacity of the Richville water system was enough. Pace stated the water already runs back to the lot. The applicant has four shares of water.

Member Bass moved to forward a negative recommendation to the County Council for the Pace Future Land Use Amendment, application number 20.011, changing the designation from Agricultural to Rural Residential, due to the following findings:

1. It is inconsistent with the General Plan.

Second by Member Stephens. The vote was unanimous. Motion carried. (The Planning Commission recommends denial of the Future Land Use Map amendment request.)

Background

Ryan and Deede Pace applied for the Future Land Use Map amendment in order to pursue anticipated development of 2.44 acres of this property. The property is located in the Richville area of unincorporated Morgan County, just east of Morgan Valley Drive. The property currently is in the Agricultural designation for the Future Land Use Map. The associated zoning for the property (which is currently all zoned the same at A-20) would not allow for the desired development the applicant wishes to pursue. The proposed amendment would change the 2.44 acres furthest south of the property from the current designation of Agricultural to Rural Residential. The land is currently vacant.

Analysis

General Plan and Zoning. Changing the Future Land Use Map/General Plan is a serious undertaking. The General Plan represents the desires of the people of Morgan County, and as such should only be modified to reflect these continuing desires. Care should be taken to ensure viability of any proposed projects, as well as maintaining the desires of the people as expressed in the General Plan.

The General Plan and Future Land Use Map designations for this area anticipate the continued use of this area as agricultural. In designating the property as a part of the Agricultural designation, the General Plan demonstrated the desire of the County to keep this area in relatively open space, protecting property from rapid and dense development, and ensuring that the relatively undeveloped areas of the County remain pristine. The purpose of the Agricultural 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 one unit per 10 acres. (Morgan County General Plan, Page 7)

The requested designation, Rural Residential, notes that:

Rural Residential: *The Rural Residential category designation accommodates semi-rural large lot development, with generous distances to streets and between residential dwelling units in a viable semi-rural character setting. Residential density in rural residential areas is a maximum of 1 unit per acre. (Pages 7 &13)*

The applicant has also requested a rezone to RR-1 pending the approval of the proposed Future Land Use Map amendment in a separate application.

As there are a number of lots in the area ranging from 1 to 6 acres and in the RR-1 zone, the proposed amendment appears to be in keeping with the existing character of the area. It should be noted that an approval of this request may encourage similar requests for other properties in the area to increase the density and change uses. While each application is considered independently, consistent application of the General Plan policies may create an accumulative effect in the area to increase density.

The 2010 Morgan County General Plan identifies the following as four 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.

...

5. Morgan County public policies support the viability of working and hobby farms, protection of agricultural lands, and the conservation of natural resources and rural character.

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.

Ordinance Evaluation:

Morgan County ordinance anticipates amendments to the General Plan. Section 8-3-10: General Plan indicates that:

C. Plan Adoption:

- 1. After completing a proposed general plan for all or part of the area within the county, the*

planning commission shall schedule and hold a public hearing on the proposed plan. After the public hearing, the planning commission may make changes to the proposed general plan.

2. *The planning commission shall then forward the proposed general plan to the governing body.*
3. *The governing body shall hold a public hearing on the proposed general plan recommended to it by the planning commission.*

The governing body shall publish notice of the time, place, and purpose of the public hearing in a newspaper of general circulation in the county at least ten (10) days before the hearing at which the proposed general plan is to be considered and public comment heard.

4. *After the public hearing, the governing body may make any modifications to the proposed general plan that it considers appropriate.*
5. *The governing body may:*
 - b. *Adopt the proposed general plan without amendment;*
 - c. *Amend the proposed general plan and adopt or reject it as amended; or*
 - d. *Reject the proposed general plan.*
6. *The general plan is an advisory guide for land use decisions.*

D. Amendment of Plan: The governing body may amend the general plan by following the procedures required by subsection C of this section.

This meeting is in fulfillment of subsection (D) above, in following the procedures outlined in subsection (C), which is included for reference.

Recommended Motion

Sample Motion for Approval – “I move we approve the Pace Future Land Use Amendment, application number 20.011, changing the designation from Agricultural to Rural Residential, based on the findings listed in the staff report dated May 5, 2020.”

Sample Motion for a recommendation for Approval with conditions – “I move we approve the Pace Future Land Use Amendment, application number 20.011, changing the designation from Agricultural to Rural Residential, based on the findings listed in the staff report dated May 5, 2020, with the following additional conditions:”

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

Sample Motion for Denial– “I move we deny the Pace Future Land Use Amendment, application number 20.011, changing the designation from Agricultural to Rural Residential, *due to the following findings:*”

1. List any additional findings...

Supporting Information

Exhibit A: Vicinity Map
Exhibit B: Future Land Use Map
Exhibit C: Existing Zoning Map
Exhibit D: Current Section Plat Map
Exhibit E: Property Boundary Description
Exhibit F: Applicant’s Narrative (Application)

Staff Contact

Haylie Hale, Planner I
801-845-4015
Hhale@morgan-county.net

Lance Evans, AICP Planning Director
801-845-4059
levans@morgan-county.net

Exhibit A: Vicinity Map



Exhibit B: Future Land Use Map



Exhibit C: Existing Zoning Map



Exhibit D: Current Section Plat Map

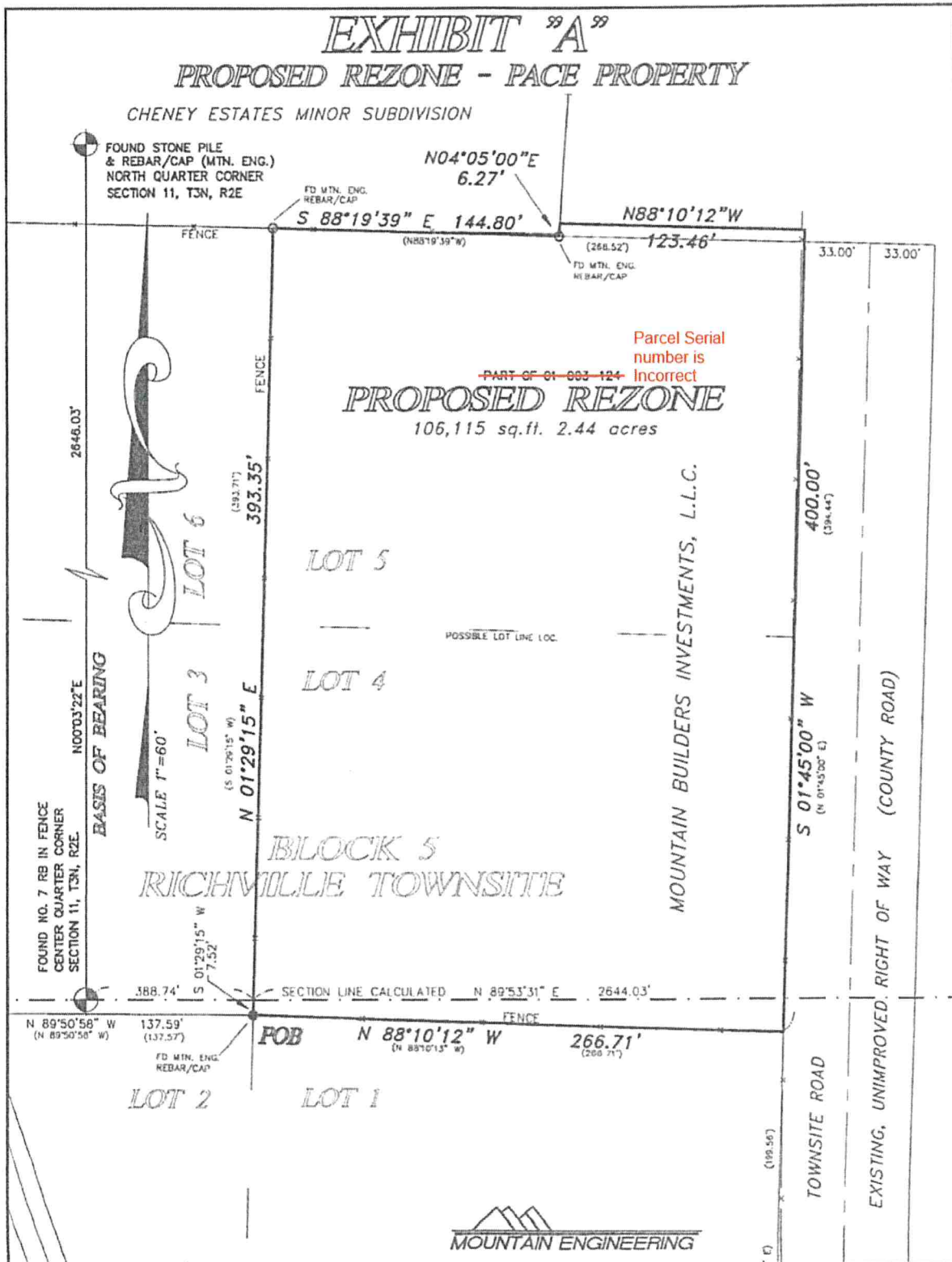


Exhibit E: Property Boundary Description

EXHIBIT "B"
PROPOSED REZONE - PACE PROPERTY

BOUNDARY DESCRIPTION - PART OF 01-003-124

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY, MORGAN COUNTY, UTAH, AND BEING ALL OF LOTS 4 AND 5, BLOCK 5 OF THE RICHVILLE TOWNSITE, ALONG WITH ADDITIONAL LANDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 11 WHICH BEARS SOUTH 00°03'22" WEST (BASIS OF BEARING) FROM THE NORTH QUARTER CORNER OF SAID SECTION 11;
THENCE NORTH 89°53'31" EAST 388.74 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE EAST LINE OF THE BIRD PARCEL AS SHOWN ON A MOUNTAIN ENGINEERING SURVEY OF SAID TRACT, RECORDED AS SURVEY #763, MORGAN COUNTY RECORDER'S OFFICE;
THENCE SOUTH 01°29'15" WEST 7.52 FEET ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 01°29'15" EAST 393.35 FEET ALONG SAID EAST LINE OF THE BIRD PARCEL TO THE SOUTH LINE OF CHENEY ESTATES MINOR SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT, OF RECORD IN THE OFFICE OF THE MORGAN COUNTY RECORDER;
THENCE SOUTH 88°18'38" EAST 144.80 FEET ALONG SAID SOUTH LINE;
THENCE NORTH 04°05'00" EAST 8.27 FEET ALONG THE EASTERLY LINE OF SAID SUBDIVISION;
THENCE SOUTH 88°10'12" EAST 123.48 FEET TO THE WEST LINE OF A 66 FOOT WIDE TOWNSITE ROAD;
THENCE SOUTH 01°45'00" WEST 400.00 FEET ALONG SAID WEST LINE;
THENCE NORTH 88°10'12" WEST 266.71 FEET TO THE POINT OF BEGINNING;
CONTAINING 2.44 ACRES.



Exhibit F: Applicant's Narrative (Application)



ZONE MAP/FUTURE LAND USE MAP AMENDMENT APPLICATION

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

PARCEL to be amended (attach legal description):		01-003-097	
Name of Owner(s): Mountain Builders Investments LLC		Date of Submission: 3-9-2020	
Owner(s) Address: PO Box 299		Owner(s) Mailing Address (if different):	
City: Morgan	State: UT	Zip: 84050	City:
Phone: 801-301-3028	Email:		
Name of Applicant or Authorized Agent: Ryan and/or DeeDee Pace		Agent Mailing Address (if different):	
Agent Address: PO Box 299		City:	
City: Morgan	State: UT	Zip: 84050	State:
Phone: 801-301-3028	Email:		
Owner(s): Signature of Authorization to file: DeeDee Pace		Date of Submission: 3-9-2020	
* Describe proposed MAP amendment:			
We are requesting the change of 2.44 acres from agricultural to mixed rural on the future land use map.			
Describe how this change will affect the general character of the zone:			
There will be minimal change to the future land use map.			
Any additional information that may be useful:			
Pre-Application Conference Date (if applicable or necessary):			



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: March 5, 2019

Time Requested: 5 min

Name: Mike Newton / Rachel Turk

Phone: 801-317-6275

Address: County Council

Email: mnewton@morgan-county.net

Fax: _____

Associated County Department: County Historical Society

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion / Decision on application / agreement for the CLG grant that helps fund historical society projects.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



Contract # _____

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department Name: Department of Heritage and Arts Agency Code: 710
Division Name: Utah Division of State History, referred to as (STATE), and the following CONTRACTOR:

<u>Morgan County</u> (Contractor) <u>P O Box 886</u> (Address) <u>Morgan</u> <u>UT</u> <u>84050</u> (City) (State) (Zip)	<u>Legal Status of Contractor</u> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Governmental Agency
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Contact Person Rachel Turk Phone # 801-829-6713 Email rturk@morgan-county.net
Vendor # 06223B Commodity Code # 99999
2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:
grant funds to undertake local historic preservation projects under the Certified Local Government program.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX#, n/a, FY n/a
Bid# n/a or a pre-approved sole source authorization (from the Division of Purchasing) # SS n/a.
4. **CONTRACT PERIOD:** Effective Date: 4/1/2020 Termination Date: 8/31/2021, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) n/a. All payments under this contract will be completed within 90 days after the Termination Date.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$ 9,100 for costs authorized by this contract. Additional information regarding costs: See Attachment C. Paragraph 5 for details.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Division of Purchasing's Standard Terms and Conditions (for Utah Government Entities)
Attachment B - Scope of Work
Attachment C - Special Provisions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # n/a dated n/a.

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

CONTRACTOR:

Contractor's signature Date

Type or Print Name and Title

STATE:

Agency's signature Date

N/A GRANT

Director, Division of Purchasing Date

Director, Division of Finance Date

<u>Alena Franco</u> Agency Contact Person	<u>801-245-7233</u> Telephone Number	<u>801-355-0587</u> Fax Number	<u>afranco@utah.gov</u> Email
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(Revision 3/1709)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent

with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for

disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information

strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

Federal Award Identification Number: P20AF00052
Sub-Recipient Name: Morgan County
Sub-Recipient DUNS #: 050406461
Federal Awarding Agency: National Park Service
Pass-through Entity: UT SHPO
CFDA #: 15.904
CFDA Title: Historic Preservation Fund

Attachment B
Scope of Work

CLG Grant Project
Contract with Morgan County
2020-2021

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah Division of State History must approve any changes to this Scope of Work.

PROPOSED BUDGET

1	Information and Education		
	National Preservation Conference	<u>\$1,500</u>	
	Total		\$1,500
2	National Register Nominations		
	Utah Poultry & Farms Co-op	<u>\$3,000</u>	
	Total		\$3,000
3	Preservation Planning		
	Design Guidelines and Updating Ordinance	<u>\$13,700</u>	
	Total		<u>\$13,700</u>
	Total Project Budget*		\$18,200

** Includes grant amount and local match.*

WORK DESCRIPTION

- 1 Information and Education (\$1,500.00): The CLG will attend a national preservation conference.

Project Standards: All expenditures must follow OMB regulations in 2 CFR 200 and the Historic Preservation Fund Grants Manual.

- 2 National Register Nominations (\$3,000.00): A professional consultant will be hired to prepare National Register nominations for 1 building (Utah Poultry & Farms Co-op) within the boundaries of the CLG.

Project Standards: Prior to starting the project, the grant recipient must contact SHPO to ensure the potential buildings are eligible for nomination and to see if any information already exists. All expenditures must follow OMB regulations in 2 CFR 200 and the Historic Preservation Fund Grants Manual. Approved procedures for selecting a consultant/item must be followed, including obtaining at least two bids for expenditures exceeding \$1,000 and/or three bids for expenditures exceeding \$5,000. These grant activities may be subject to an audit [see 2 CFR 200.331, (5)].

The CLG must submit to UTAH DIVISION OF STATE HISTORY a first draft of the National Register Nomination no later than June 30, 2021. The completed final deliverable including the final National Register Nomination and other required documentation will be submitted to the UTAH DIVISION OF STATE HISTORY no later than August 31, 2021. The documentation must comply with the Division's "Procedures and Checklist for National Register Nominations" (Jan. 2020 version) and must meet the requirements set forth in "National Register Bulletin #16A" (1997 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190,

Sept. 29, 1983). Two copies of all materials should be generated: one for the CLG to keep in its permanent files and one for UTAH DIVISION OF STATE HISTORY. **As of January 2020, only digital submissions of final deliverables will be accepted. Paper submissions will be automatically rejected.**

- 3 Preservation Planning (\$13,700.00): This consists of hiring a consultant to create design guidelines and update city ordinances.

Project Standards: The CLG must report the dates and final deliverables of these activities. All expenditures must follow OMB regulations in 2 CFR 200 and the Historic Preservation Fund Grants Manual. Approved procedures for selecting a consultant/item must be followed, including obtaining at least two bids for expenditures exceeding \$1,000 and/or three bids for expenditures exceeding \$5,000. These grant activities may be subject to an audit [see 2 CFR 200.331, (5)].

ATTACHMENT C
SPECIAL PROVISIONS

1. SCOPE OF WORK: See Attachment B.
2. ROLE OF STATE: STATE's role under this Contract will be to provide funding to accomplish the work described in Attachment B.
3. ROLE OF CONTRACTOR: CONTRACTOR shall have responsibility and authority to make expenditures and provide matching funds in accordance with Attachment B, Budget.
4. PROGRESS REPORTS: CONTRACTOR shall provide STATE with a mid-year and final report detailing progress in accomplishing the Project. Such reports shall be subject to approval of STATE and shall accompany any reimbursement requests submitted to STATE for payment.
5. PROJECT COSTS & REIMBURSEMENT: CONTRACTOR agrees to provide 100% of the Total Project Budget (See Attachment B) in cash and in-kind match. At least 50% of the match must be cash expenditures. STATE agrees to reimburse up to 50% of CONTRACTOR'S eligible costs, up to the grant amount, incurred in completing the work items set forth in the Scope of Work, Attachment B. Payment by the STATE is subject to the availability of Federal funds, legislative appropriation, and compliance with all project provisions.
6. NOTICE: CONTRACTOR agrees to immediately notify the STATE if during the course of this Contract a change occurs which affects the purposes of, or the ability of the parties to perform under, the terms and conditions of this Contract.
7. RELATED PARTIES: (Applies to Cost Reimbursement Contracts ONLY) The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc., to related parties for contract expenses without the prior written consent of the STATE. Disbursement by the CONTRACTOR to related parties made without such prior approval may be disallowed on audit, and may result in an overpayment assessment. "Related Parties," for the purpose of this contract, shall mean organizations/persons related to the CONTRACTOR by any of the following: blood; marriage; one or more partners in common with the CONTRACTOR; one or more directors or officers in common with the CONTRACTOR; more than 10% common ownership, direct or indirect, with the CONTRACTOR.

a) RELATED PARTY TRANSACTIONS: Are any declared by CONTRACTOR? Yes [] No []

b) List "Related Parties" to whom payments are being made:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PURPOSE OF PAYMENT</u>
-------------	---------------------	---------------------------

8. PRESERVATION AGREEMENT: CONTRACTOR, or owner of historic property, completing a Development Project agrees to enter into a Preservation Agreement to ensure that after the grant-assisted work is completed the property will be maintained a minimum of five (5) years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship and environment which made the property eligible for listing in the National Register of Historic Places. STATE agrees to provide Preservation Agreement forms that stipulate specific requirements for preserving the historic property.
9. PROJECT SIGN: CONTRACTOR completing a Development Project agrees to a display a Project Sign in a prominent location at each project site while project work is in progress. The Project Sign must identify the project and Department of Interior/National Park Service and Utah State History grant support. STATE agrees to provide a Project Sign that meet minimum requirements.

CFDA NUMBER: 15-904

CLG GRANT MANAGEMENT



This checklist outlines the responsibilities with managing a Certified Local Government grant and prepares you for grant reimbursement. The CLG Coordinator will check in on your progress periodically throughout the grant cycle and will coordinate with you concerning your grant.

1. BEFORE STARTING THE PROJECT

a. Review the Attachment B: Scope of Work section of your grant contract. Your State staff advisor can help you in developing a Request for Proposals (RFP) for projects that are going out to bid.

b. For Development/Rehab projects: set up a site visit with Historical Architect, and take 'before' photos of work areas.

2. DURING THE PROJECT

a. When you purchase a service/item over \$1,000; bids are required from several (2-3) vendors. You are not required to go with the lowest bid, but you are required to provide a brief explanation of why you went with a higher bid (experience of the contractor, workable time frame, etc.).

Situations where this requirement can be waived:

b. if you only have one vendor for the item/service in your area.

c. if your local government has its own procurement procedures that you followed.

b. Keep invoices/receipts for any grant purchase or payment of service (debit/credit card receipts are not sufficient).

c. All invoices/receipts must be supported with proof of payment. Proof of payment can be any of the following: copies of cancelled checks (front & back), official payment ledgers, cleared check sheet from the bank with the processed date, or bank statement showing the check clearing the bank account.

d. For Education & Outreach projects: all grant funded publications, literature, or audio-visual materials **are required** include two paragraphs of specific language from the National Park Service. These paragraphs are located in your Scope of Work or contact Alena Franco.

e. For all Professional Contractors, Consultants, Paid Employees, Volunteers, and Travel: Keep a log of the rate of pay, hours worked, and supporting documentation. There are specific compensation rates for Consultants, Volunteers, and Travel mileage.

-Consultants/Contractors: not to exceed \$76.73 per hour

-Paid Employees: regular pay with verification letter from HR

-Volunteers: \$10.80 per hour (unless they volunteer their professional service)

-Travel Mileage: 57 cents per mile

Development/Rehab projects: take 'after' photos of completed rehabilitation work areas.

3. AFTER THE PROJECT IS COMPLETE AND READY FOR REIMBURSEMENT

All work must be completed by August 31, 2021. Contact Alena Franco, afranco@utah.gov, 801-245-7233 for the reimbursement form. Your reimbursement package must include: **EZ Reimbursement form, bids, photos, invoices, proof of payment, and final deliverables.**

Procedures and Checklist for National Register Nominations

Utah State Historic Preservation Office

(Updated February 2020)

All National Register nominations must be approved by the Historic Preservation Review Board (Board of State History) before they can be submitted to the National Register Office in Washington, DC, for final review and listing. If a property is located in a community that is participating in the Certified Local Government (CLG) program, then it must be reviewed by the local historic preservation commission **before** it is submitted to the State Review Board.

The Board of State History typically meets quarterly, but schedules may vary. Call the Preservation Office (801-245-7242) to find out when the next meeting is scheduled. Meeting agendas are finalized 30 days in advance, so **complete** supporting documentation must be submitted prior to that deadline (photo updates may be submitted by the Board meeting date if approved). It is recommended that nominations be submitted **at least 12 weeks** in advance in case corrections or additional information are required to make the documentation complete. In addition, federal regulations require that the legal property owner be allowed a minimum of 30 days to comment on the proposed nomination. Local review by a CLG is allowed a minimum of 60 days.

Please coordinate with the Historic Preservation Office when completing a nomination. Nominations and inquiries should be directed to: coryjensen@utah.gov or Utah State Historic Preservation Office, ATTN: National Register Coordinator, 300 S. Rio Grande St., Salt Lake City, Utah, 84101-1182. Phone (801) 245-7242.

All submitted documentation and research materials including image files, digital storage, maps, etc., become the property of the Division of State History for the purpose of reproduction, publication, or distribution. Copies of any National Register materials can be obtained for a nominal fee.

Checklist

As of January 2020, the **Utah SHPO accepting digital-only submissions** (no paper).^{*} The following materials must be submitted before a property can be scheduled for presentation to the Board of State History

- Nomination form (in MS Word, which can be emailed or submitted on CD with digital images and scanned research materials) completed per National Register guidelines (NPS Bulletin 16A, "How to Complete the National Register Registration Form").
- Aerial imagery (from Google Earth, Bing Maps, or other spatial mapping service) with building and property lines clearly marked and latitude/longitude (in degrees/decimal) provided (two maps are required: one close-up showing property boundaries, the other showing a broader context of the surrounding area). Aerial maps must include property name, Lat-Long coordinates (degrees-decimal), address, city and county, a north arrow and scale. Any other accompanying maps or drawings. Photo-key maps/floor plans are also required, showing photo number, location, and direction from which each photo was taken.
- High-quality digital images in TIF format (at least 2000 x 3000 pixels at 300 ppi) either emailed or on a CD, and two blank CD-Rs as per NRHP guidelines. Image files should be named per NPS guidelines (i.e., UT_County_full name of nomination_0001, etc.) Photos should show principal façade, rear and side elevations and interior and exterior details, panoramic view of site, and all outbuildings. District photos should show representative buildings (including both contributing and a sample of non-contributing) and streetscapes.
- Name and mailing address of the legal owner(s) of record.
- Scanned copies of all research materials and title search information included on a CD or emailed.
- Local historic preservation commission review and approval for properties in a CLG community.

^{*} In special circumstances, paper submissions and photographs on film may be submitted. Please contact the National Register coordinator for approval.



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: March 3, 2020 Time Requested: 10 minutes
Name: Robert McConnell Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: Morgan County Airport

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Consideration of Lease Agreements for

CC4 - Steven Hooper (previously approved by CC but requires ratification)
CC5 - Shawn Beckstrom
CC6 - Shane Johnson
DD1 - James Fawson (pending Phase 1 changes)
DD2 - Joe Aimo (pending Phase 1 changes)
DD3 - Christian Wheeler (pending Phase 1 changes)

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

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

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

_____ ("Lessee") with a mailing address of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. TERMINATION: It is covenanted and agreed that:

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

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

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

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

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

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

Date: _____

By: Morgan County Council

Witness: _____

Chair

Date: _____

By: Lessee

Witness: _____



County Council Agenda Request Form

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

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

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

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

Council Meeting Date: _____

Time Requested: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of Staker Parson Contract for 2020 Street Projects

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **MORGAN COUNTY** (hereinafter called OWNER) and **Staker Parson Companies**, (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

The work generally consists of furnishing and installing approximately 2,750 tons of asphalt overlay, 450 tons of asphalt leveling course, and 90,600 square yards of chip seal with fog coat.

ARTICLE 2-THE PROJECT

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

2020 Street Maintenance Project

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed by **August 31, 2020**.

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

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	2-Inch Thick Hot Mix Asphalt Overlay	2,750	Tons	\$67.85	\$196,857.50
2	Leveling Course Asphalt Overlay	450	Tons	\$79.30	\$35,685.00
3	Edge Grind	5,250	S.Y.	\$2.15	\$11,287.50
4	Chip Seal with Fog Coat	90,630	S.Y.	\$1.56	\$141,382.80
5	Reconstruct Manhole Ring & Cover in Roadways with Asphalt Overlay	27	Each	\$666.00	\$17,982.00
6	Reconstruct Valve Box in Roadways with Asphalt Overlay	15	Each	\$470.00	\$7050.00
7	Reconstruct Storm Drain Box in Roadways with Asphalt Overlay	2	Each	\$1,920.00	\$3,840.00

TOTAL OF ALL UNIT PRICES: **FOUR HUNDRED THREE THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS AND 80/100 (\$403,814.80).**

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

ARTICLE 6- PAYMENT PROCEDURES

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

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

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

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

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

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

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

ARTICLE 7- INTEREST

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

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

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

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data

concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
3. Supplementary Conditions;
4. Specifications as listed in the table of contents of the Project Manual;
5. Addenda Number N/A;
6. Exhibits this Agreement;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;

Work Change Directives;
Change Order(s).

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

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

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

ARTICLE 10- MISCELLANEOUS

10.01 *Terms*: Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract*: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

This Agreement will be effective on _____, 2020 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

MORGAN COUNTY

STAKER PARSON COMPANIES

By: _____ By: _____

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

NOTICE OF AWARD

DATED: _____, 2020

TO: Staker Parson Companies

ADDRESS: 2350 South 1900 West, West Haven, UTAH 84401

PROJECT: 2020 Street Maintenance Project

You are notified that your Bid dated March 26, 2020, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the **2020 Street Maintenance Project**. The Contract Price of your Contract is Four Hundred Three Thousand Eight Hundred Fourteen Dollars and 80/100 (\$403,814.80).

Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompanies this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Morgan County
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)