



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

OCTOBER 5, 2021

3:00 BUDGET WORKSESSION

2022 Budget work session

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

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

B) Consent Items-

1. Approval of September 7, 2021 meeting minutes
2. Approval of September 21, 2021 meeting minutes

C) Commissioner Declarations of Conflict of Interest

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

E) Action Items –

1. Garrett Smith – Approval of the Fairground Lease Agreement of the Morgan County Motocross event. Trevor Richins to give an update on the preparations of the event
2. Approval of Morgan County Purchasing Card Policy

F) Public Hearing

1. A proposed amendment to the Future Land Use Map of approximately 23 going from Natural Resources & Recreation to Rural Residential. Located at approximately East of Silver Leaf Drive & Cottonwood Hills Open Space Parcel C
 - Request for a motion to adjourn public meeting and convene public hearing
 - Public Comments (Please limit comments to 3 minutes)
 - Request for a motion to adjourn public hearing and reconvene public meeting
 - Action on a proposed amendment to the Future Land Use Map of approximately 23 going from Natural Resources & Recreation to Rural Residential. Located at approximately East of Silver Leaf Drive & Cottonwood Hills Open Space Parcel C

G) Commissioner Comments

H) Adjourn –

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

CERTIFICATE OF POSTING

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 30th day of September .021

Stacy Netz Clark

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Morgan County Clerk/Auditor's Office at 801-845-4011 at least 24 prior to this meeting. This meeting is streamed live.



MEETING MINUTES
OF THE MORGAN COUNTY COMMISSION
TUESDAY, OCTOBER 5, 2021
4:00 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 Commissioners 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.

Commissioners Present

Robert McConnell
Mike Newton
Matt Wilson
Blaine Fackrell
Jared Andersen

Others Present

Debbie Sessions
Tina Kelley

Other Staff Present

Garrett Smith, County Attorney
Stacy Netz Clark, County Clerk/Auditor
Lance Evans, Community Development Director

3:00 BUDGET WORKSESSION

Closed/Executive session – Property Sale/competency, professional character of an individual

Commissioner Wilson moved to go into closed session for the purpose of discussing property sale/competency, professional character of an individual. Seconded by Commissioner Andersen. The vote was unanimous. The motion passed.

Commissioner Newton moved to go out of closed session and back into regular session. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

5:00 COMMENCEMENT OF MEETING

A) Opening Ceremonies-

Welcome –Commissioner McConnell opened the meeting and welcomed the public at 5:00 p.m.
Invocation and/or Moment of Reflection- The invocation was given by Commissioner Wilson.
Pledge of Allegiance-The pledge was led by Commissioner Wilson.

B) Consent Items-

Commissioner Fackrell moved to approve the approve the consent agenda with the noted corrections. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

C) Commission Declaration of Conflict

Commissioner McConnell stated that he will declare a conflict of interest regarding the legislative action related to the public hearing item for the proposed amendment to the Future Land Use Map and will excuse himself during that portion of the meeting.

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

Jeremy Jaques – made comment on the Sheriff’s budget meeting with the Commission. Expressed the Sheriff’s department’s need from the Commission and that he supports a tax increase if needed.

Jodi Jaques – stated that as a wife of a deputy, she sees the need of the sheriff’s department on a personal basis. She expressed appreciation for how receptive the Commission has been during the budget work sessions.

E) Action Items

1. **Garrett Smith – Approval of the Fairground Lease Agreement of the Morgan County Motocross event. Trevor Richins to give an update on the preparations of the event**

County Attorney, Garrett Smith, presented the Commission with the Fairground Lease Agreement for the Morgan County Motorcross event. He noted that comments have been given on the lease agreement. Mr. Richins has met the Mass Gathering Permit requirements through the Sheriff’s office. The insurance amount has been set at one million dollars. A Morgan County Fairgrounds Liability Waiver will be required for all participants of the event.

Commissioner Newton moved to approve the Fairground Lease Agreement of the Morgan County Motocross event between Morgan County and Trevor Richins. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

2. **Approval of Morgan County Purchasing Card Policy**

County Clerk/Auditor, Stacy Netz Clark, presented the Commission with the updated Morgan County Purchasing Card Policy to be used with the new P-Card program. Minor modifications were suggested.

Commissioner Newton moved to approve the Morgan County Purchasing Card Policy with minor modifications noted. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

F) Public Hearing

1. A proposed amendment to the Future Land Use Map of approximately 23 acres going from Natural Resources & Recreation to Rural Residential. Located at approximately East of Silver Leaf Drive & Cottonwood Hills Open Space Parcel C

Commissioner McConnell excused himself from the meeting

Commissioner Newton assumed chairmanship of the meeting

- **Request for a motion to adjourn public meeting and convene public hearing**
Commissioner Andersen moved to go out of public meeting and into public hearing. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

Morgan County Cottonwoods LLC applied for the Future Land Use Map amendment to change the designation of 23 acres from Natural Resources and Recreation to Rural Residential. The proposed area is south of the Cottonwoods PUD Phase 3 and the Mountain Green Elementary school and approximately one half mile of east of Wilkinson Reservoir. The property is a western facing slope that elevates as it moves to the east. The property is currently zoned MU-160 and allows for one home on every 160 acres.

The property is currently in the Natural Resources and Recreation land use designation in the Morgan County Future Land Use Map. This designation comprises the vast majority of the land in Morgan County.

The Applicant has revised their application to 23 acres from 63 and is asking for Rural Residential instead of Ranch Residential 5. They will work with neighboring property owners to develop an access road for a potential 10 lots. They hope that the county will have a new PRUD Ordinance to allow clustering of lots and maintaining a larger portion of open space.

Applicant Summary Statement:

- 1.) The land is very similar to the adjacent. It was being farmed. It was misclassified in 2010. This corrects the misclassification.
- 2.) Less than 1.5% of the 2050 acre parcel will be developed and modified in any way.
- 3.) We will not come back for future FLUMA changes. Everything else appears appropriate.
- 4.) The revised FLUMA is less than half of the original request. The max development exposure is 10 one-acre lots vs 12 - 5-acre lots. It is lower on the hillside. It will be less impactful.
- 5.) It is in our best interest and the county's best interest to cluster. This will be accomplished during subdivision planning and rezone in the future.
- 6.) Roads were planned to be stubbed into this area in the Planning for the Cottonwoods.
- 7.) The family has owned the land since the 1930s. They have been good stewards of the land. Several people support the limited development they are requesting. The intent is for family members to be able to build on their own property in an appropriate area.
- 8.) Why should development be allowed right up to our property without any development rights on our property. Morgan says they respect private property. This is the time to show it.

The Planning Commission held a public hearing on August 26 and September 23, 2021 to review the request to amend the Future Land Use Map from Natural Resources and Recreation to Rural Residential. They discussed their concerns changing the Future Land Use Map and allowing growth to expand and the potential of all 23 acres developed into one-acre lots. The applicant stated that was not their intent. They discussed the road development requirements for the area and the process for rezoning and subdivision that would be required for any development.

The Planning Commission voted 4-1 to forward a positive recommendation to the County Commission for the Future Land Use Map Amendment based on the findings in the staff report and the additional finding that this parcel borders phase 9 of the Cottonwoods PRUD.

- **Public Comments (Please limit comments to 3 minutes)**
Brent Bohman – Spoke in support of the amendment to the Future Land Use Map

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

Commissioner Fackrell moved to go out of public hearing and back into public meeting. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

- Action on a proposed amendment to the Future Land Use Map of approximately 23 going from Natural Resources & Recreation to Rural Residential. Located at approximately East of Silver Leaf Drive & Cottonwood Hills Open Space Parcel C

Commissioner Fackrell moved approve the Morgan County Cottonwood Future Land Use Amendment, application number 21.037, changing the designation from Natural Resources and Recreation to Rural Residential, based on the findings listed in the staff report dated October 5, 2021. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed

Commissioner Comments

Commissioner Fackrell – Encouraged residents to continue to call internet companies to make sure your name is on the list

Commissioner McConnell – YCC golf tournament went well

Adjourn –

Commissioner Newton moved to adjourn.

APPROVED  Date 11/9/2021
Chairman

ATTEST  Date 11/9/2021
Clerk



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G) Commissioner Comments

H) Adjourn –

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

CERTIFICATE OF POSTING

Morgan County Council Meeting
OCTOBER 5, 2021
5:00 P.M.
Morgan County Council Meeting Room
Morgan County Courthouse
48 West Young Street
Morgan, UT 84050

PLEASE SIGN IN

- | | |
|---------------------------|-----|
| 1. <i>Debbie Sessions</i> | 22. |
| 2. <i>Tina Kelley</i> | 23. |
| 3. | 24. |
| 4. | 25. |
| 5. | 26. |
| 6. | 27. |
| 7. | 28. |
| 8. | 29. |
| 9. | 30. |
| 10. | 31. |
| 11. | 32. |
| 12. | 33. |
| 13. | 34. |
| 14. | 35. |
| 15. | 36. |
| 16. | 37. |
| 17. | 38. |
| 18. | 39. |
| 19. | 40. |
| 20. | 41. |
| 21. | 42. |

NOTICE OF PUBLIC HEARING

INPUT IS REQUESTED BY THE MORGAN COUNTY COUNCIL REGARDING THE FOLLOWING ITEM SCHEDULED FOR BUDGET HEARING ON:

OCTOBER 5, 2021

Morgan County Courthouse – 48 West Young Street –

A proposed amendment to the Future Land Use Map of approximately 23 going from Natural Resources & Recreation to Rural Residential. Located at approximately East of Silver Leaf Drive & Cottonwood Hills Open Space Parcel C

Sign-up Sheet

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

- | | | |
|-----|------------------------------------|-----|
| 1. | <i>Ray Nettleton</i>
Petitioner | 22. |
| 2. | | 23. |
| 3. | | 24. |
| 4. | | 25. |
| 5. | | 26. |
| 6. | | 27. |
| 7. | | 28. |
| 8. | | 29. |
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| 10. | | 31. |
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| 14. | | 35. |
| 15. | | 36. |
| 16. | | 37. |
| 17. | | 38. |
| 18. | | 39. |
| 19. | | 40. |
| 20. | | 41. |
| 21. | | 42. |



County Commission 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 COMMISSION MEETING****

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

Council Meeting Date: October 5, 2021 Time Requested: 15 min
Name: Garrett Smith Phone: 801-845-4080
Address: 48 West Young Street
Email: gsmith@morgan-county.net Fax: _____
Associated County Department: County Attorney's Office

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion / Decision - Approval of the Fairground Lease Agreement for the Morgan County Motocross event. The event organizer, Trevor Richins, is planning to give an update on his preparations as part of this agenda item.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

MORGAN COUNTY FAIRGROUNDS RENTAL AGREEMENT

THIS AGREEMENT is effective as of October 5, 2021, by and between Morgan County, Utah ("Lessor"), and Trevor Richins ("Lessee").

WHEREAS, Lessor is the owner of the Morgan County Fairgrounds ("Premises").

WHEREAS, Lessee desires to rent the Premises.

WHEREAS, Lessor agrees to rent the Premises to Lessee in accordance with the terms and conditions set forth below.

NOW THEREFORE, the parties hereto intending to be legally bound hereby, in consideration of the above covenants and conditions and those hereinafter stated, mutually covenant and agree as follows:

1. **Premises:** Lessor hereby leases to Lessee and Lessee rents from Lessor the Premises for the following purpose: Hosting a Morgan County Motocross event for the community and surrounding areas.
2. **Terms:** The term of this Agreement is for the dates and times specified in the Morgan County Fairgrounds Rental Agreement Application & Permit ("Application").
3. **Rent:** Lessee shall pay Lessor according to the Morgan County Fairgrounds Rental Rates and as outlined in the Application.
4. **Maintenance of Premises:** Lessee hereby covenants and agrees to use due care at the Premises and to be responsible to pay for any and all need of repairs thereof, which are necessitated by any error, act, or omission on the part of the Lessee. The Lessee shall maintain the Premises in good condition and repair, reasonable wear and tear excepted.
5. **Insurance:** Lessee is responsible for insuring the Premises and any improvements thereon against fire, theft, and any and all other casualty or loss. Lessee is also responsible for insuring all of the contents and belongings in the Premises against fire, theft, and any and all other casualty or loss. Security of the Premises is completely and solely the responsibility of Lessee, and the Lessor will not be held liable due to theft or vandalism of the Premises. The Lessor shall be designated as an additional insured on all insurance policies if required. Lessee represents that it has current insurance amounts not less than \$1,000,000 and shall maintain insurance amounts of not less than \$1,000,000 throughout the term of this Agreement. If insurance is not required because of the nature of the event, an authorized representative of the Lessor shall initial here. _____

6. **Indemnification by Lessee:** Lessee hereby covenants and agrees that it will indemnify, defend, and hold harmless, the Lessor from any and all claims, demands, suits, causes of action, losses, damages, expenses, and/or any and all litigation arising out of occurrences, in or at the Premises or as occasions or suffered by the Lessee or any of its employees, agents, invitees, occupants, customers, or other persons in attendance in or at the Premises, including for any damages awarded for such claims, demands, causes of action, losses, damages, and expenses or for costs or attorney's fees, due to the error, act, or omission of the Lessee.
Lessor shall not be liable for damage claims due to injury to persons or property from any cause related to the occupancy of the Premises by the Lessee, including those arising out of damages or losses occurring on other areas adjacent to the Premises during the term of the Agreement or any extension of the term. The Lessee shall indemnify Lessor from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
7. **Lessee's Responsibility Regarding Liability Waiver:** Lessee agrees to require every participant in the motocross event to sign the Morgan County Fairgrounds Liability Waiver ("Waiver") prior to participating in the motocross event. If Lessee fails to have any participant sign the Waiver, Lessee hereby expressly agrees to assume all liability that could, in any way, be associated with Lessor as a result of the motocross event.
8. **Laws, Regulations, and Codes:** Lessee shall at all times during the term of this Agreement comply with all local, state, and federal laws, building, business licensing, fire, and sanitation regulations and codes as they affect Lessee's enjoyment of the Premises.
9. **Waste and Nuisance:** Lessee hereby covenants and agrees not to commit waste on or at the Premises or allow it to be committed nor permit maintenance of a nuisance or any other noxious matter which may interfere with or affect the Premises.
10. **Performance Bond:** Lessee shall make a cash performance bond deposit with the Morgan County Treasurer, as an additional security to ensure that the Premises may be brought back to a satisfactory condition at the expiration of Lessee's term. This deposit shall comply with the Morgan County Fairgrounds Rental Rates and shall be outlined on the Application.
11. **Surrender of Premises:** Unless otherwise agreed between the parties or unless as otherwise provided for by terms of this Agreement, Lessee hereby covenants and agrees to surrender the Premises at the end of the term arranged for under this Agreement or any extension hereof, and to remove all Lessee's personal property occupying the Premises, so that it is restored to the same or similar condition it was in before Lessee first occupied it, with exception for reasonable wear and tear. Any and

all property not removed from the Premises at the end of the term of this Agreement or any extension hereof, will be considered to have been abandoned as to any and all rights or claims of Lessee, and will be at Lessor's sole right of disposal.

12. Assignment and Subordination: Lessee during the term hereof, shall not have the right to sell, assign, sublease, mortgage, or encumber any part or all of the Premises, without the prior written consent of the Lessor, which may be reasonably withheld at the sole discretion of the Lessor.

13. Events of Default and Remedies:

A. Events of Default: Each of the following events shall constitute an event of default under this Agreement:

1) If Lessee shall fail to pay rent on the date it is due and fails to cure within three (3) days;

2) If Lessee shall default in the performance of or compliance with any of the terms, covenants, agreements, conditions, or provisions of this Agreement and said default shall continue for a period of three (3) days after written notice thereof by Lessor to Lessee;

3) If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of Lessee;

4) If any bankruptcy, reorganization, moratorium, insolvency, creditor adjustment, or debt rehabilitation proceedings or the like are instituted by or against Lessee under any state or federal law;

5) If a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer is applied for by Lessee or appointed for Lessee; or

6) If Lessee becomes insolvent in the bankruptcy or equity sense.

B. Remedies: In addition to all the remedies provided to Lessor under the laws of Utah, Lessor shall have the following rights upon or after the occurrence of an event of default by Lessee:

1) To terminate this Agreement and retain all payments previously made hereunder by Lessee as liquidated damages;

2) To confess judgment against Lessee for any and all amounts due hereunder, including all costs, expenses, and reasonable attorney's fees incurred by Lessor due to any default by Lessee, for that purpose, Lessee hereby irrevocably authorizes and empowers any attorney or clerk in any court in the State of Utah, or elsewhere, to appear for it at any time after default hereunder in any action brought against it under this Agreement, with or without declaration filed, as of any term, and therein confess or enter judgment against it for any and all amounts due and outstanding hereunder,

plus interest thereon which shall accrue at the penalty rate of ten (10%) percent per annum, together with costs of suit and other expenses in connection therewith, and together with reasonable attorney's fees, and for so doing this Agreement or a copy hereof verified by affidavit shall be a sufficient warrant. The authority granted herein to confess judgment shall not be exhausted by one exercise thereof, but shall continue from time to time and at all times until payment in full of all amounts due hereunder. For purposes of this paragraph, Lessee hereby and herein waives any and all rights to notice and a hearing prior to or upon Lessor's exercise of its rights hereunder. In addition, Lessee hereby waives and releases all errors, defects, and imperfections in any proceedings instituted by Lessor pursuant to the authority vested herein, as well as all benefits that might accrue to Lessee by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy, or sale under execution, or providing for any state of execution to be issued on any judgment recovered pursuant to the authority granted herein in any warrant contained herein or attached hereto;

3) Lessor may cure the default at Lessee's cost. If Lessor at any time, by reason of Lessee's default, pay any sum or do any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee after the sum is paid, with interest at the rate of ten (10%) percent per annum, payable at the next monthly payment date hereunder which payment shall be secured by this Agreement. Any payment by the Lessor shall be without prejudice to any of their rights or remedies under this Agreement, or at law or in equity; or

4) Lessor may utilize the entire cash performance bond to remedy default.

14. Time of the Essence: Time is of the essence with respect to any time period for the performance of any conduct or act by either party set forth in this Agreement.
15. Waiver: No delay, omission, or failure to exercise any right of Lessor under this Agreement shall be construed as a waiver of any such right or as impairing any such right. Any waiver by Lessor of a single breach or default shall not be construed as or constitute a waiver of any prior or subsequent breach or default. All remedies provided for above or by law, or otherwise afforded to Lessor, are cumulative and not alternative.
16. Binding Effect: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
17. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
18. Integration: This Agreement contains and constitutes the final expression of the intent of the parties hereto and is the complete and exclusive statement of the terms

and conditions agreed upon by the parties hereto. No modifications or amendment of this Agreement will be valid unless stated in writing and executed by the parties hereto, and no parol or intrinsic evidence shall be admissible to explain or contradict the terms hereof.

19. Severability: If any provision of this Agreement is held invalid by any court of competent jurisdiction, said provision shall be deleted from this Agreement, but such invalidity shall not affect the other provisions that can be given legal effect without the invalid provision.

20. Counterparts: This Agreement may be executed simultaneously in one or more copies or counterparts, each of which shall be deemed an original, but all of which together shall constitute and be one and the same Agreement.

Lessee

Date: _____

Lessor's Authorized Representative

Date: _____

Approved as to form:

Morgan County Attorney

Date: _____

Morgan County Fairgrounds Liability Waiver

Participant Name(s) _____

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION RELEASING MORGAN COUNTY FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND INDEMNIFYING MORGAN COUNTY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR PARTICIPATION IN THE ACTIVITIES ASSOCIATED WITH MORGAN VALLEY MOTOCROSS. THIS DOCUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

Each Parent or Guardian of any participant under the age of 18 and any participant 18 years of age or older ("Participant") does hereby remise, release, and forever discharge Morgan County, its agents and employees, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Participant, it's heirs, executors, administrators, or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of Participant's engagement in Morgan Valley Motocross activities.

Indemnification

Participant hereby expressly agrees to indemnify and hold harmless Morgan County, its agents and employees, against all suits, actions, claims, demands, or damages arising out of Participant's engagement in Morgan Valley Motocross activities.

Additional Terms

1. Assumption of Risk. Participant acknowledges that engagement in Morgan Valley Motocross activities includes inherent dangers, including the risk of bodily injury and/or death. Participant assumes and accepts all risks associated with engaging in Morgan Valley Motocross activities.

2. Acceptable Conduct. Participant agrees and acknowledges he/she will participate in all activities in a careful, safe, and conscientious manner. Participant agrees to, at all times, observe and adhere to any rules and guidelines stated by Morgan Valley Motocross organizers and coordinators. Participant agrees and acknowledges he/she will willingly follow instructions given by Morgan Valley Motocross organizers and coordinators.

3. Governing Law. Participant hereby expressly agrees that this Liability Waiver shall be governed by and interpreted according to the laws of the State of Utah and that jurisdiction and venue shall be in Utah.

Participant has read and understands all the terms, conditions, and rules set forth above, and agrees to all terms without reservation.

**SIGNATURE OF PARENT OR GUARDIAN OF PARTICIPANT UNDER THE AGE OF 18
(OR SIGNATURE OF PARTICIPANT IF 18 YEARS OF AGE OR OLDER):**

Signature

Date



County Commission 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

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

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 commission Meeting

commission Meeting Date: _____

Time Requested: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of Morgan County Purchasing Card Policy

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY



Purchasing Card Policy

Effective: October 5, 2021

Purchasing Card Procedures

By requesting a County Purchasing Card, each applicant acknowledges that they have read and understand the County's Purchasing Card Policy and Procedures, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

1.1- To Obtain a Card:

Complete a County Purchasing Card Acceptance Agreement (Appendix A). All requests will be processed through the County Clerk/Auditor with final approval by the County Commission. The cardholder's signature on the Acceptance Agreement (Appendix A) indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Purchasing card Policy and Procedures.

Upon receipt of an approved purchasing card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The purchasing card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. **The cardholder is the only person entitled to use the card issued.** Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

1.2 – Card Holder Responsibilities: It is the responsibility of the cardholder to:

- Read and understand the County Purchasing Card Policies and Procedures
- Sign the County Purchasing card Acceptance Agreement. (See Appendix A)
- Make only authorized purchases as prescribed by the County Purchasing Policy and approved departmental budget
- Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder **and** a Member of the County Commission. (See Appendix B)
- Reconcile the purchasing card statement upon its arrival. All reconciliations, statements, and receipts, with an attached Warrant request for each transaction, are due to the County Clerk/Auditor's Office by the Monday following statement arrival

- Keep the purchasing card and the corresponding account information secure. Immediately report any lost or stolen purchasing card and/or account information to the County Clerk/Auditor
- Report fraudulent charges or any discrepancies in the purchasing card statement in a timely manner to the County Clerk/Auditor

1.30 – County Clerk/Auditor Responsibilities

It is the responsibility of the Clerk/Auditor to:

- Request and oversee the issuance of new cards, through the Clerk/Auditor’s Office, and the County Commission. The credit limit will be determined at the discretion of the County Commission
- Inform the County Commission when limit changes or cancellations are needed due to personnel changes
- Payment on Purchasing cards is to be done immediately upon receipt
- Purchasing card reconciliations are to be completed within 15 days of payment due date
- Review the cardholder’s reconciliation and transactions for completeness, accuracy, and compliance with County policies and procedures
- Address the cardholder about questionable transactions for clarification purposes
- Report any misuses of purchasing cards immediately to the County Commission
- Sign the Warrant form for each cardholder after review
- Ensure that the Treasurer’s Office receives copies of receipts, if sales tax has been paid, in order for reimbursement from the State of Utah

1.40 – Approved Purchasing card Purchases:

- Business related uses, subscriptions, seminars, dues, books
- Office supplies, furniture
- Small tools (purchase/rental), electrical, safety and building maintenance supplies
- Vehicle maintenance supplies
- Certain allowable travel expenditures:
 - Conference registrations or seminar rooms
 - County sponsored group gatherings
 - Hotel rooms

1.50 – Prohibited Purchasing card Purchases:

The following purchases are strictly prohibited from being purchased by using a County purchasing card:

- Any merchant, product, or service normally considered to be inappropriate use of County funds
- Purchase of items for personal use or consumption
- Purchasing in violation of the County Purchasing Policy
- Capital equipment purchases/repair
- Gift cards/certificates
- Alcohol
- Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.
- Splitting a purchase to remain under purchasing policy limits
- Consultants:
 - Architects
 - Engineers
 - Attorneys and Attorney’s fees

- Medical, including hospital/doctor visits

1.60 – Built-In Restrictions:

Each card is assigned Monthly and Single-Purchase credit limits. If you find over time that these limits are too low to accommodate your monthly requirements, please contact a member of the County Commission to review the limit given. County has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the County chooses to block a Merchant the card will be declined. Please refer to the Clerk/Auditor regarding issues with a possible blocked card.

1.70 – Reconciliation and Payment:

The County Purchasing Card Program carries County, not individual, liability. Purchasing card Invoices will be paid by the County Clerk/Auditor as outlined in Section 1.30. The cardholder will not be required to pay the Monthly Statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the purchasing card. If purchases are made via phone, mail, e-mail or other electronic means, ask the supplier to include and itemized receipt with the goods when the product is shipped to you. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the County Clerk/Auditor for review, and approval. The cardholder's activity may be audited at any time.

1.80 – Disputed Transactions:

Disputes on purchasing cards must be identified in writing to the issuing purchasing card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the County and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to notify immediately the County Clerk/Auditor if there is a possible dispute on an issued purchasing card.

1.90 – Employee Termination:

Upon cardholder terminating their employment, cardholder will surrender their assigned card to the County Clerk/Auditor. The County Clerk/Auditor will notify the card issuer and close the account.

Appendix A

PURCHASING CARD HOLDER ACCEPTANCE AGREEMENT

The following Purchasing Card Acceptance Agreement must be signed by all authorized employees of County with access to a purchasing card.

I understand that County has authorized my use of a county purchasing card for authorized County expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

- I will use the card issued to me for the payment of authorized expenses consistent with my county responsibilities and to satisfy the needs of my department and the County
- I will not use the card to obtain cash advances
- I understand that **I am the only authorized card user** and accept the responsibility and accountability for the protection and proper use of the card
- I will not use the card for personal use or for any other non-County purposes
- I understand that all purchases shall be made in accordance with applicable purchasing and purchasing card policy and procedures approved by the County Commission
- I understand that I will be responsible for the timely reconciliation of all purchasing card transactions charged to my assigned card
- I understand that I am responsible to provide appropriate documentation/receipts for purchasing card transactions charged to my assigned card
- I will surrender my assigned card to the County Clerk/Auditor in the event of my separation from the County
- I understand that any charges against my assigned card that are not properly identified or not allowed by the County shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the Member of the County Commission
- I will immediately report any stolen or lost card to the County Clerk/Auditor

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned purchasing card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All County purchasing cards are subject to examination by external and internal auditors.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: _____ Department: _____

Signature: _____ Purchasing card #: _____

Appendix B

ENTITY CREDIT CARD MISSING RECEIPT FORM

This form is to be used as documentation only if the actual receipt, invoice, packing list, or internet order screen print is unavailable for a transaction made on a Entity Credit Card. It will be allowed only as a rare circumstance. **It must be filled out COMPLETELY and signed by a Commission Member.**

*Cardholder Information

Cardholder Name:		Account #:	
Department:		Extension:	

***Why is the original receipt, packing list, invoice, or other appropriate substitute missing?**

*Supplier Information

Supplier Name:		Phone #:	
City and State:			
Date of Purchase:			

Order placed with (name of supplier's representative): _____

*Item Description	Quantity	Unit Price	Amount
* Order Total			

The Entity is exempt from sales tax in most instances. Tax Exempt #: XXXXX

***Cardholder Signature:** _____ **Date:** _____

***County Commission Membe** _____ **Date:** _____

** = Required Information*

NOTE: Repeated loss of receipts may be grounds for discontinuing a Cardholder's use of the Credit Card or other disciplinary action may be taken.



Public Hearings



County Commission Agenda Request Form

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

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

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

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

Council Meeting Date: October 5, 2021

Time Requested: 15 minutes

Name: Lance Evans

Phone: 801-845-4059

Address: 48 W Young Street

Email: levans@morgan-county.net

Associated County Department: PDS

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Public Hearing/Decision: A proposed amendment to the Future Land Use Map of approximately 23 acres going from Natural Resources & Recreation to Rural Residential. Located at approximately East of Silver Leaf Drive & Cottonwood Hills Open Space Parcel C.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



County Commission
Staff Report
Future Land Use Map
Amendment

Morgan County Cottonwoods Future Land Use Map Amendment
Public Hearing
October 5, 2021

Application No.: 21.037
Applicant: Morgan County Cottonwoods LLC
Owner: Morgan County Cottonwoods LLC
Project Location: SE of the Silver Leaf Drive Roundabout approx.
1100 feet
Current Zoning: MU-160
General Plan Designation: Natural Resources and Recreation
Acreage: 23 acres
Request: Amend the Future Land Use Map, changing the existing
designation of Natural Resource and Recreation to Rural
Residential.
Date of Application: August 3, 2021

PLANNING COMMISSION

The Planning Commission held a public hearing on August 26 and September 23, 2021 to review the request to amend the Future Land Use Map from Natural Resources and Recreation to Rural Residential. They discussed their concerns changing the Future Land Use Map and allowing growth to expand and the potential of all 23 acres developed into one-acre lots. The applicant stated that was not their intent. They discussed the road development requirements for the area and the process for rezoning and subdivision that would be required for any development.

The Planning Commission voted 4-1 to forward a positive recommendation to the County Commission for the Future Land Use Map Amendment based on the findings in the staff report and the additional finding that this parcel borders phase 9 of the Cottonwoods PRUD.

Findings:

1. That the proposed amendment is in harmony with the General Plan goals for preservation of Natural Resources or the encouraging residential development in cities and community centers.
2. The proposed Rural Residential density is consistent with the character of the adjacent properties to the west.
3. That facilities and services for the proposed area for development are reasonable to serve the proposed location.
4. That this parcel borders Phase 9 of the Cottonwoods PRUD.

REVISED APPLICATION

The Applicant has revised their application to 23 acres from 63 and is asking for Rural Residential instead of Ranch Residential 5. They will work with neighboring property owners to develop an access road for a potential 10 lots. They hope that the county will have a new PRUD Ordinance to allow clustering of lots and maintaining a larger portion of open space.

Applicant Summary Statement:

- 1.) The land is very similar to the adjacent. It was being farmed. It was misclassified in 2010. This corrects the misclassification.
- 2.) Less than 1.5% of the ~2050 acre parcel will be developed and modified in any way.
- 3.) We will not come back for future FLUMA changes. Everything else appears appropriate.
- 4.) The revised FLUMA is less than half of the original request. The max development exposure is 10 one-acre lots vs 12 - 5-acre lots. It is lower on the hillside. It will be less impactful.
- 5.) It is in our best interest and the county's best interest to cluster. This will be accomplished during subdivision planning and rezone in the future.
- 6.) Roads were planned to be stubbed into this area in the Planning for the Cottonwoods.
- 7.) The family has owned the land since the 1930s. They have been good stewards of the land. Several people support the limited development they are requesting. The intent is for family members to be able to build on their own property in an appropriate area.
- 8.) Why should development be allowed right up to our property without any development rights on our property. Morgan says they respect private property. This is the time to show it.

BACKGROUND

Morgan County Cottonwoods LLC applied for the Future Land Use Map amendment to change the designation of 23 acres from Natural Resources and Recreation to Rural Residential. The proposed area is south of the Cottonwoods PUD Phase 3 and the Mountain Green Elementary school and approximately one half mile of east of Wilkinson Reservoir. The property is a western facing slope that elevates as it moves to the east. The property is currently zoned MU-160 and allows for one home on every 160 acres.

The property is currently in the Natural Resources and Recreation land use designation in the Morgan County Future Land Use Map. This designation comprises the vast majority of the land in Morgan County.

Lands in this use category are managed primarily to maintain the resource, recreation, ranching, grazing, and open spaces uses and the values of the lands. Residential uses that are incidental to the land do not interfere with their primary use may be allowed.

ORDINANCE EVALUATION:

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

Morgan County Cottonwoods Future Land Use Map Amendment
App # 21.037
October 5, 2021

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:*
 - a. *Adopt the proposed general plan without amendment;*
 - b. *Amend the proposed general plan and adopt or reject it as amended; or*
 - c. *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.

E. 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 and Planning Commission should consider the following factors:

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the County's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
3. *The extent to which the proposed amendment may adversely affect adjacent property; and*
4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection. (Ord. 18-07, 11-13-2018)*

ANALYSIS

General Plan and Zoning. Changing the Future Land Use Map/General Plan is a significant request. The General Plan represents the desires of the people of Morgan County and 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. Additionally, the 2010 General Plan is in an update process to evaluate community desires and needs.

The General Plan and Future Land Use Map designations for this area anticipate the continued use of this area as Agriculture and Natural Resources preservation. It is not anticipated that this property would be developed but rather maintained as grazing land. The properties slopes and soils types would require geologic hazard investigations for development.

The 2010 Morgan County General Plan identifies the following six visions for the County that need to be considered with any proposed change (*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.*
3. *Morgan County values its distinctive natural landscapes for their beauty, solitude, recreational opportunities, and natural resources and will work to ensure their long-range conservation and preservation.*
4. *Morgan County safeguards water resources for future generations, and conserves and reuses water whenever possible.*
5. *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.*
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 revised proposal to 23 acres rather than 63 acres balances some development with the preservation of the slopes east of Mountain Green and preserves the area above for natural resources and recreation.

RECOMMENDED MOTION

Motion for Approval– “I move we approve the Morgan County Cottonwood Future Land Use Amendment, application number 21.037, changing the designation from Natural Resources and Recreation to Rural Residential, based on the findings listed in the staff report dated October 5, 2021.”

Motion for Denial – “I move we deny the Morgan County Cottonwood Future Land Use Amendment, application number 21.037, changing the designation from Natural Resources and Recreation to Rural Residential, *due to the following findings:*”

- I. List any additional findings...

Supporting Information

- Exhibit A: Vicinity Map
- Exhibit B: Future Land Use Map
- Exhibit C: Existing Zoning Map
- Exhibit D: Applicant’s Revised Exhibits

Staff Contact

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

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

Exhibit A: Vicinity Map

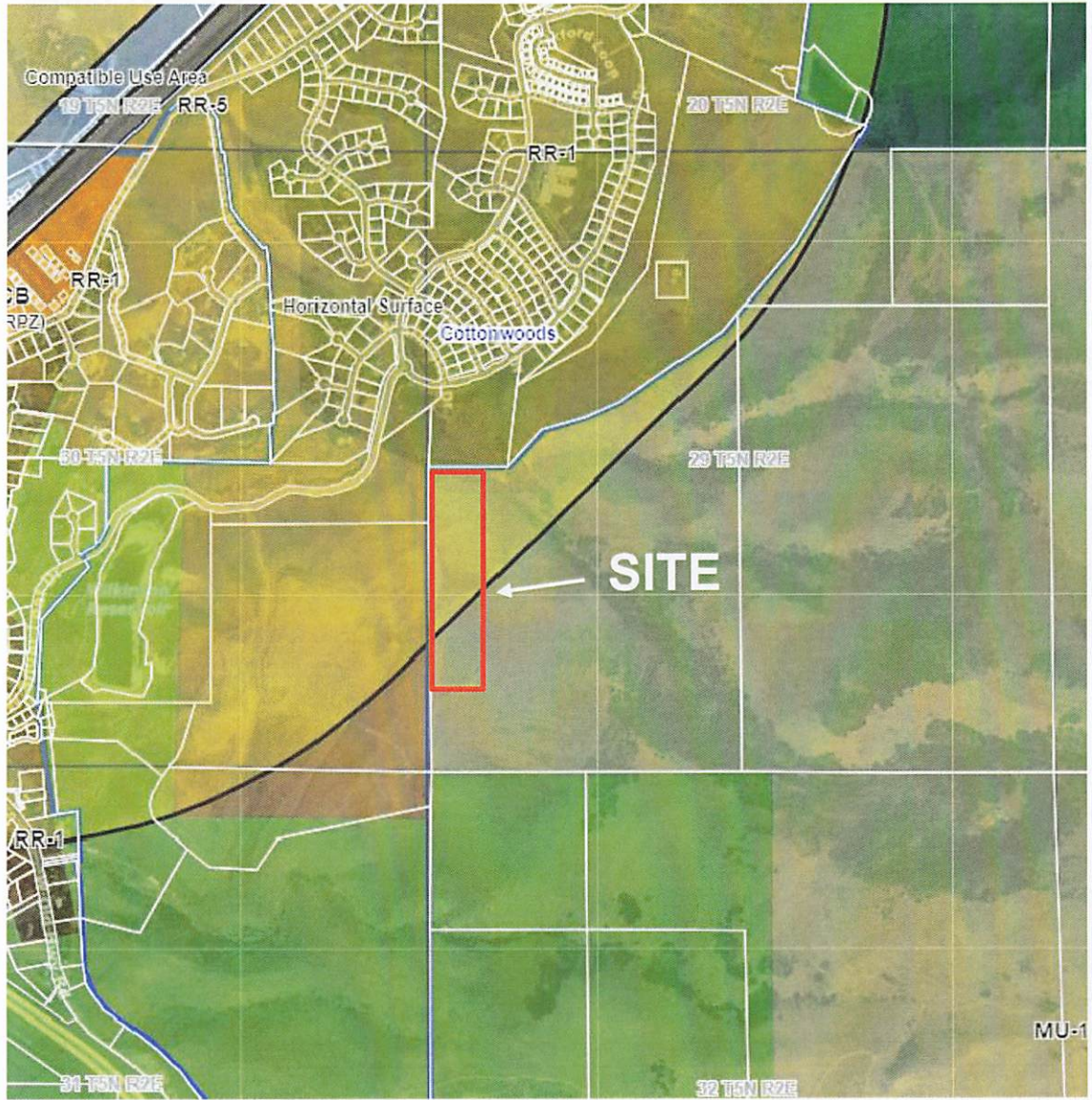


Exhibit B: Future Land Use Map

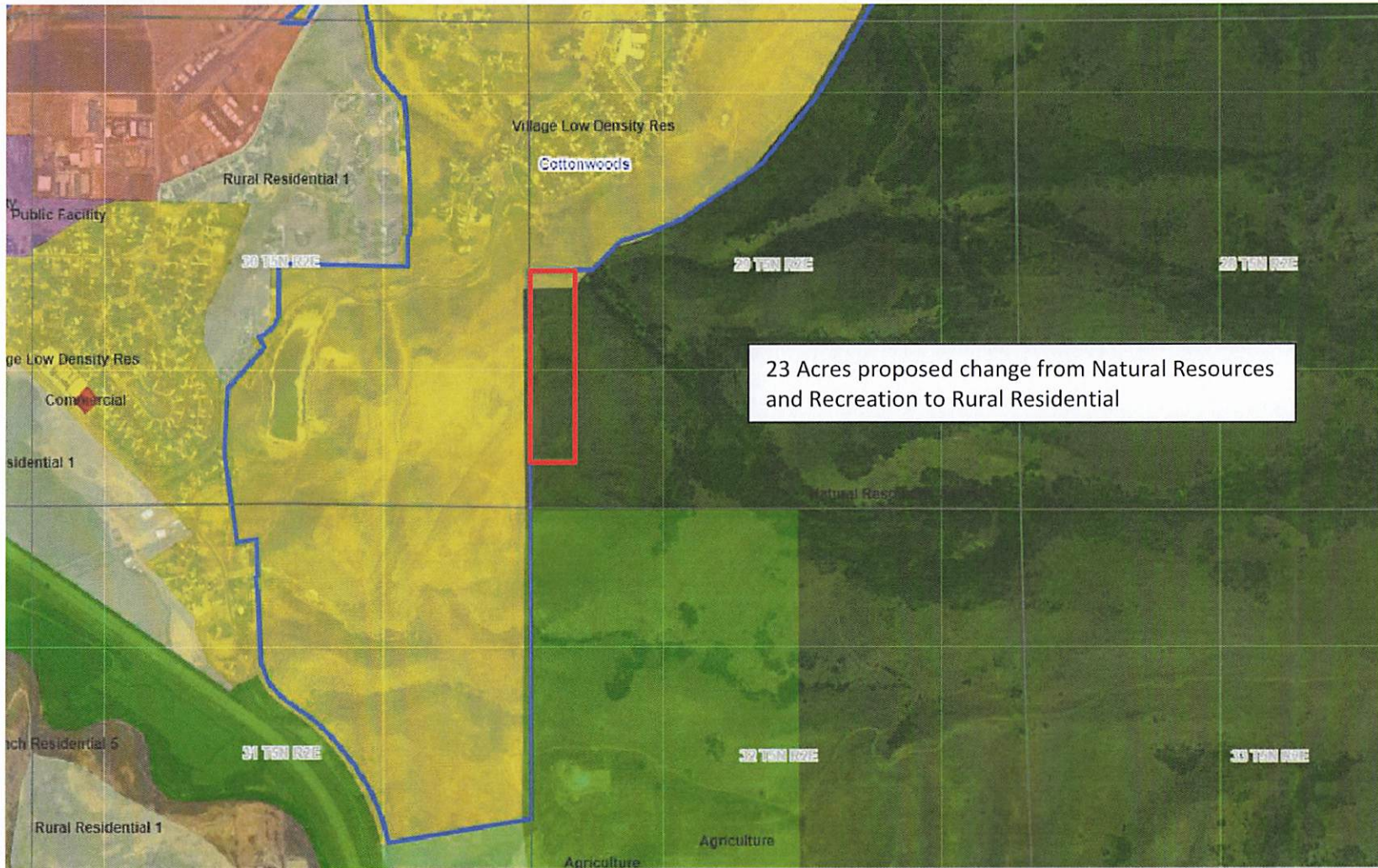


Exhibit C: Existing Zoning Map

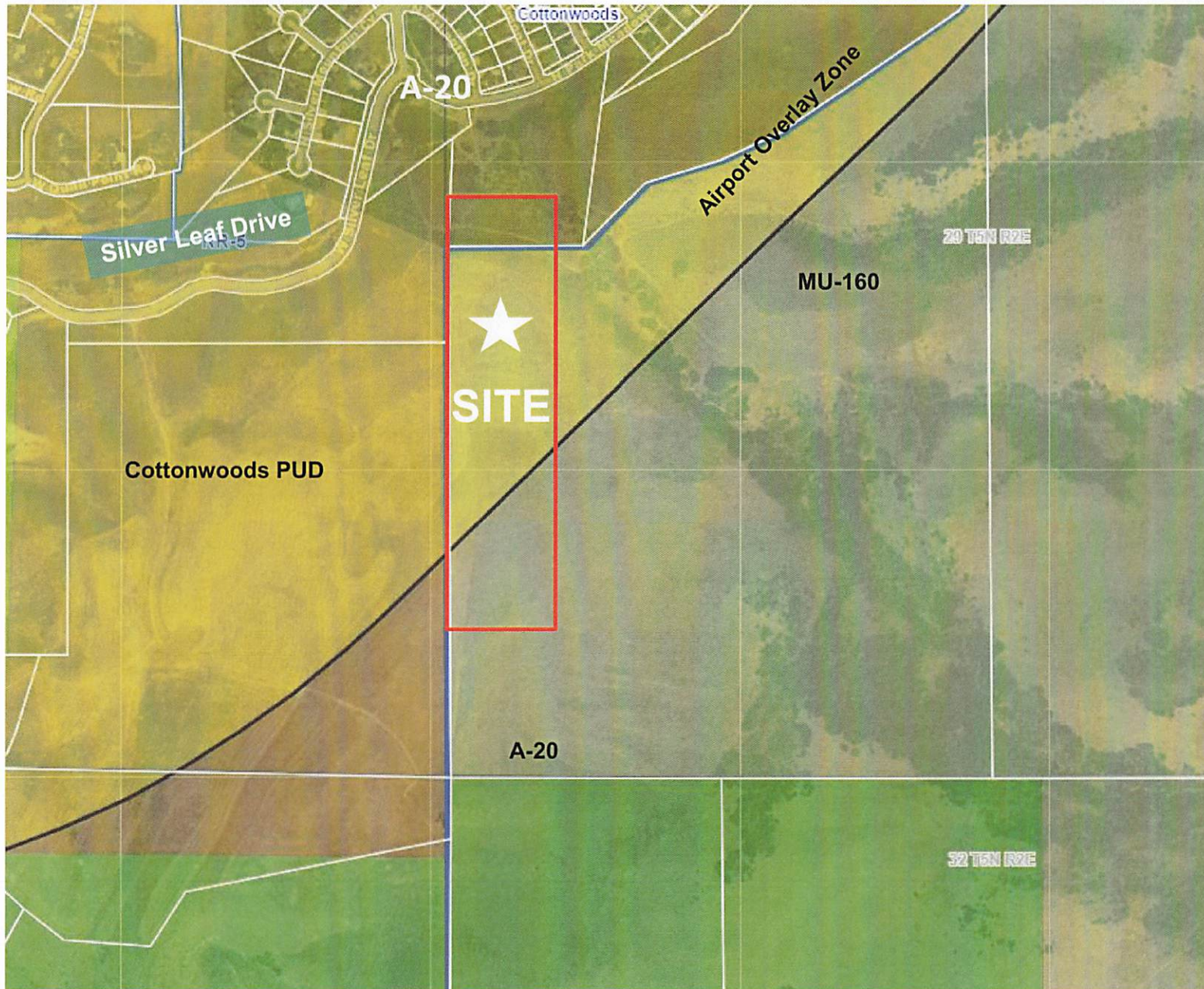
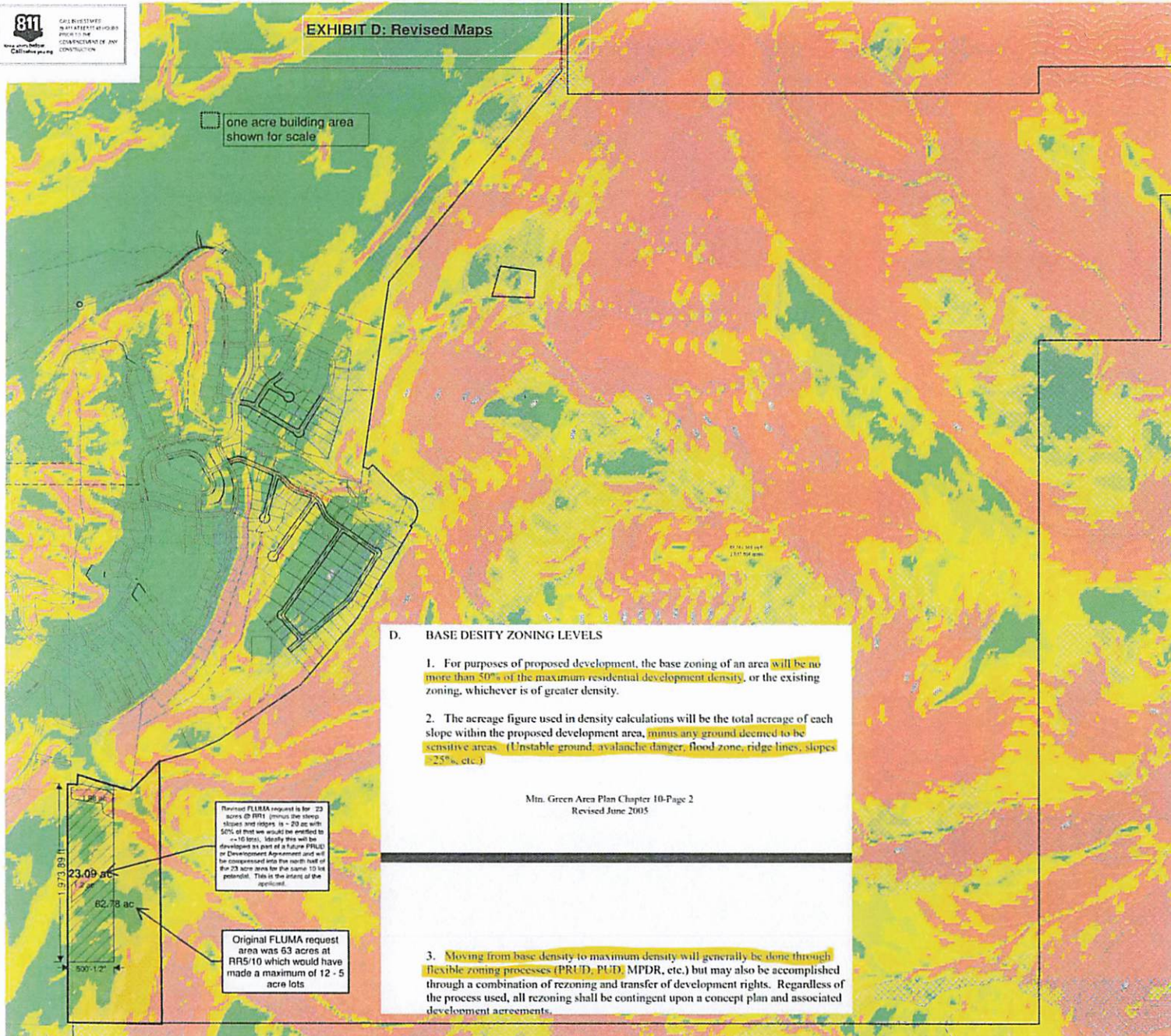




EXHIBIT D: Revised Maps

one acre building area shown for scale



MCC Future Land Use Map Amendment - Exhibit B

NOTE: THE PROPERTY BOUNDARY AS SHOWN IS BASED ON TAX ID DESIGNATIONS FROM COUNTY RECORDS AND HAS NOT BEEN VERIFIED WITH A SURVEY FIELD WORK.

WATER LEGACY LANDSIDE

D. BASE DENSITY ZONING LEVELS

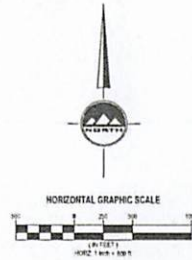
1. For purposes of proposed development, the base zoning of an area will be no more than 50% of the maximum residential development density, or the existing zoning, whichever is of greater density.
2. The acreage figure used in density calculations will be the total acreage of each slope within the proposed development area, minus any ground deemed to be sensitive areas (Unstable ground, avalanche danger, flood zone, ridge lines, slopes >25%, etc.)
3. Moving from base density to maximum density will generally be done through flexible zoning processes (PRUD, PUD, MPDR, etc.) but may also be accomplished through a combination of rezoning and transfer of development rights. Regardless of the process used, all rezoning shall be contingent upon a concept plan and associated development agreements.

Mtn. Green Area Plan Chapter 10-Page 2
Revised June 2005

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	0.00%	10.00%	Green
2	10.01%	14.99%	Light Green
3	15.00%	19.99%	Yellow
4	20.00%	24.99%	Orange
5	25.00%	30.00%	Red

Revised FLUMA request for 23 acres @ RR1 (minus the steep slopes and ridges is ~ 20 ac with 50% of that we would be entitled to ~ 10 lots). Identify this will be developed as part of a future PRUD or Development Agreement and will be compensated into the north half of the 23 acre area for the same 10 lot potential. This is the intent of the applicant.

Original FLUMA request area was 53 acres at RR5/10 which would have made a maximum of 12 - 5 acre lots



ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 450 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
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RICHFIELD
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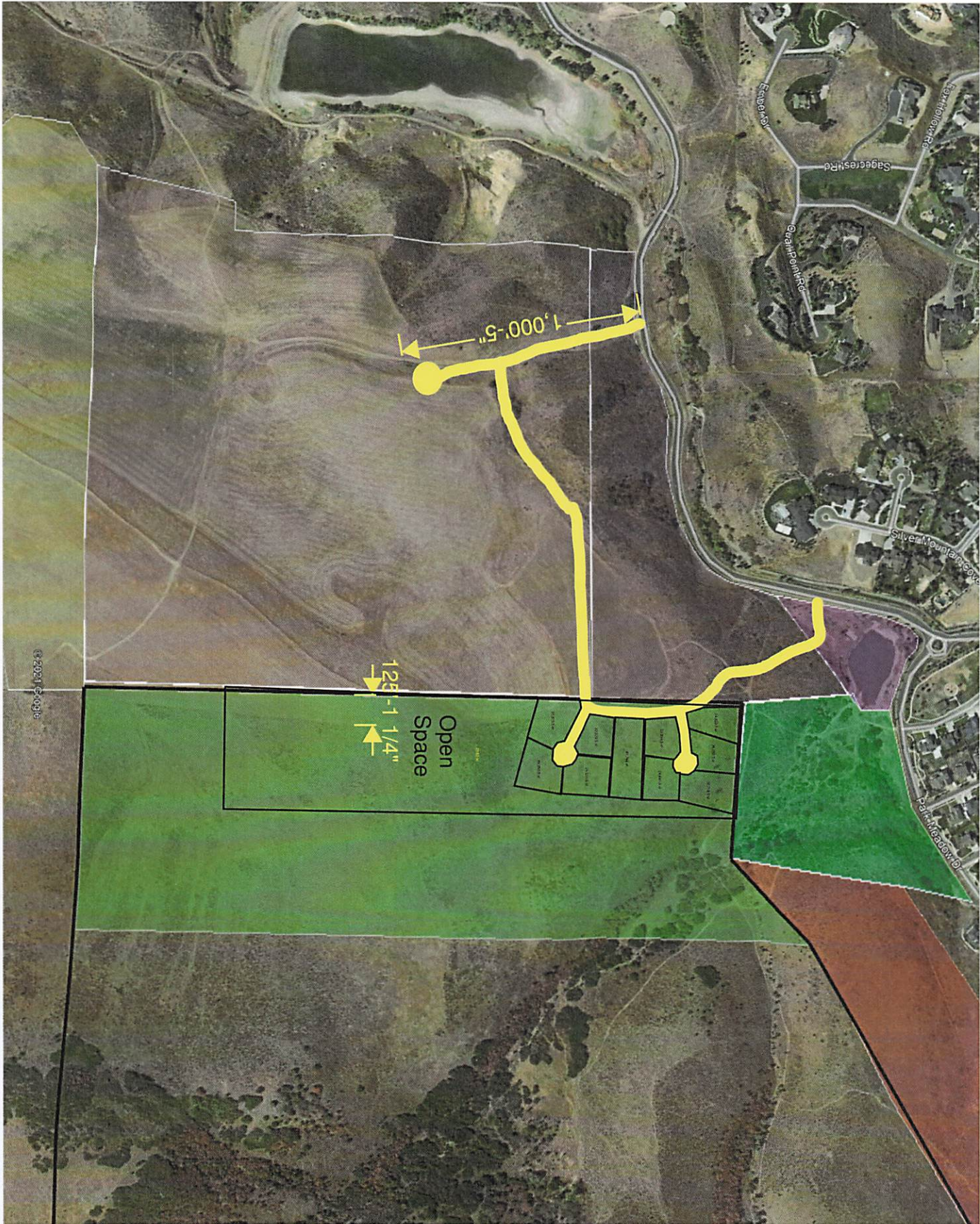
100 W. MAIN ST. SUITE 200
MOUNTAIN VIEW, UT 84054
PHONE: 801.966.2000

MORGAN COUNTY COTTONWOODS LLC.
PROPERTY
MOUNTAIN GREEN, UTAH

PRELIMINARY SLOPE MAP

DATE: 06/20/11
DRAWN BY: M. LAMER
CHECKED BY: C. PRESTON

1 OF 1



© 2021 Eagle

1,000-5"

125'-1 1/4"

Open Space

Escalante St

Sagecrest Rd

Great Point Rd

North Hill Rd

Silver Mountain

Park Meadow Dr