MORGAN CITY
EST. 1868

Council Meeting

12-10-24

(6:00 p.m.)

MORGAN CITY COUNCIL AGENDA
DECEMBER 10, 2024 – 6:00 P.M.
MORGAN, UTAH

PUBLIC NOTICE is hereby given that the Morgan City Council will hold a public meeting in the Council Room in the City Office Building, 90 West Young Street, Morgan, Utah, commencing at 6:00 p.m. on December 10, 2024. The public meeting will be live streamed on YouTube and a recording available on https://www.morgancityut.org/meetings.

WORK MEETING – 6:00 P.M.

1. Discussion – Service Charge Fee for Credit Card, EFT, Bank Bill Pay, and Pay by Text Transactions – Laurie Moore, City Treasurer
2. Discussion – A Resolution Authorizing an Agreement with Intermountain Consumer Professional Engineers, Inc. for the Electrical Design and Construction Management Services Regarding the State Street Electrical Service Relocation Project – Resolution 24-38
3. Discussion – A Resolution Adopting and Approving an Agreement for Development of Land Between Morgan City and 2B Property Development LLC – Resolution 24-44
4. Discussion – An Ordinance Amending Title 10, Chapter 10.04, Section 10.04.010 - Definitions and Amending Title 11 – Subdivision Regulations by Repealing Chapter 11.02 – General Provisions, Chapter 11.04 – Administration and Enforcement, and Chapter 11.06 – Document Submission and Review Procedures; and Enacting Chapter 11.03 – General Provisions to Amend Requirements For Processing Land Use Applications and Establish Compliance and Consistency With Utah State Code Section 10-9a-604.2; and Amend Chapter 11.08 – Improvements, Related to Consistency for the Land Use Application Process

GENERAL MEETING – 7:00 P.M.

1. A. Welcome - Mayor Steve Gale
   B. Pledge of Allegiance and Opening Ceremony
   C. Approval of Meeting's Agenda

2. **CONSENT AGENDA:**
   A. Minutes of the City Council Meeting – November 12, 2024;
   B. Warrants – (11/08/2024 – 12/05/2024)

3. **CITIZEN COMMENTS** (Time has been set aside for the public to express their ideas, concerns, and comments. Comments are limited to 3 minutes per person with a total of 30 minutes for this item. Open Comment Cards are available on the City's website, morgancityut.org and are to be filled out and submitted to the City Recorder before 5:00 p.m. on the day of the meeting.)

4. **VERBAL PRESENTATION**
   A. Award given to Morgan City by the Water Environment Association of Utah for the Preservation and Enhancement of the Water Environment for the Morgan City Lagoon Treatment System – Outstanding Lagoon System Discharging

5. **ACTIVE AGENDA**
   A. Review / Action – Bid Award – A Resolution Authorizing an Agreement with Intermountain Consumer Professional Engineers, Inc. for the Electrical Design and Construction Management Services Regarding the State Street Electrical Service Relocation Project – Resolution 24-38
   B. Review / Action – A Resolution Authorizing the City to Enter Into Two Delay Agreements With Lisa C. and Shaun D. Preece for the Delayed Installation of the Listed Improvements Along the Frontage of Property Facing 600 West Located at 555 West Old Highway Road, Morgan, Utah; Reflecting the Dedication of the Property for the Placement of Said Improvements – Resolution 24-42
   C. Review / Action – A Resolution Amending the Morgan City Development, Design, and Construction Standards Adopted June 2023 – Resolution 24-43
   D. Review / Action – A Resolution Adopting and Approving an Agreement for Development of Land Between Morgan City and 2B Property Development LLC – Resolution 24-44

E. Review / Action – A Resolution Adopting and Approving an Amended Economic Development Incentive Agreement Between Morgan City, the Morgan City Redevelopment Agency and REVABA Hotel, LLC, d/b/a Comfort Inn & Suites® - Resolution 24-46

F. Review / Action – An Ordinance Amending Title 10, Chapter 10.04, Section 10.04.010 - Definitions and Amending Title 11 – Subdivision Regulations by Repealing Chapter 11.02 – General Provisions, Chapter 11.04 – Administration and Enforcement, and Chapter 11.06 – Document Submission and Review Procedures; and Enacting Chapter 11.03 – General Provisions to Amend Requirements For Processing Land Use Applications and Establish Compliance and Consistency With Utah State Code Section 10-9a-604.2; and Amend Chapter 11.08 – Improvements, Related to Consistency for the Land Use Application Process – Ordinance 24-14

G. Review / Action – An Ordinance Amending Title 1, Chapter 1.15 of the Morgan City Code by Amending Fees of the Consolidated Fee Schedule to Implement a Service Charge Fee for Credit Card, EFT, Bank Bill Pay, and Pay by Text Transactions; Amending the Planning and Zoning Fees Regarding the Subdivision Process – Ordinance 24-15

6. **CITY REPORTS AND BUSINESS**
   A. City Council
   B. City Manager Updates
      Young Family Racing Properties – Work Order and Agreement
      Wasatch Integrated Waste Management – Recycling
      Crown Castle
      Personnel
7. **ADJOURN**

- A Work Session will be held prior to the General Meeting to discuss miscellaneous matters if needed.
- This meeting will also be live streamed via https://morgancityut.org.
- The Council at its discretion may rearrange the order of any item(s) on the agenda.
- In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Denise Woods, City Recorder, at (801) 829-3461 at least 48 hours prior to the meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Morgan Council Conference Room, 90 West Young Street, Morgan, Utah. Elected Officials at remote locations may be connected to the meeting electronically to participate.
- Notice is hereby given that by motion of the Morgan City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.
- The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Morgan City limits on this **6th day of December, 2024** at Morgan City Hall, on the Utah State Public Notice Website (https://www.utah.gov/pmn), on the City's Website (https://morgancityut.org), and three public places within the City.
- The 2024 meeting schedule was posted on the City's Website and Public Notice Website on December 12, 2023.

/s/ Denise Woods, City Recorder

Exhibit A

Fee Schedule

Effective 01/01/2025

Recurring Monthly Fees

Credit Card Processing (per transaction)	$ 0.74
EFT Online Payments (per transaction)	$ 0.74
EFT Returned Items	
(Invalid account number or unable to locate account)	$ 7.00
(NSF or Closed Account)	$ 14.00
(Customer Stop Payment)	$ 30.00
Bank Bill Pay (per transaction)	$ 0.25
Pay by Text (per transaction)	$ 0.25
Lock Box Service (per transaction)	* $ 0.74
Integrated Remote Deposit (per transaction)	* $ 0.74
Toll Free Operator Assisted Payments (per transaction)	* $ 2.00
Toll Free IVR Assisted Payments (per transaction)	* $ 1.25
XBP Deposit Account Withdrawals	
(6 free per month then $6.25 each)	
Monthly Support & Hosting	
($0.02 per billing statement hosted. Minimum $100.00)	
Monthly Xpress Deposit Account Maintenance Fee	
(Waived if you keep a $25,000.00 minimum balance in your Xpress Deposit Account)	$ 29.00

** if service is activated*

CHASE
J.P.Morgan

Statement Period: 01-Oct-2024 - 31-Oct-2024
Company Number: 1222811
Merchant Number: 6262068
MORGAN CITY

Charges & Fees

Description	Sales Amount	Items	Rate	Item Charge	Amount Charged*
MasterCard Charges					
MASTERCARD B2B VIP RATE 7 - MVG	$ 5,533.35	3	3.00%	$ 0.10	$ 166.30
MC BUS SPEND LEVEL 3 UTILITIES	$ 404.69	1		$ 1.50	$ 1.50
MC BUS SPEND LVL 5 DATA RATE II	$ 14.60	1	2.25%	$ 0.10	$ 0.43
MC BUS SPEND LVL 5 UTILITIES	$ 1,778.88	7		$ 1.50	$ 10.50
MC COMM DATA RATE 2 LG MARKET CORP	$ 108.44	1	2.50%	$ 0.10	$ 2.81
MC COMM DATA RATE 2 LG MARKET PURCH	$ 3,132.08	3	2.50%	$ 0.10	$ 78.60
MC DECLINE REASON CODE FEE	$ 400.00	1		$ 0.02	$ 0.02
MC ENHANCED UTILITIES	$ 613.75	2		$ 0.75	$ 1.50
MC HIGH VALUE UTILITIES	$ 1,143.13	5		$ 0.75	$ 3.75
MC MC CONNECTIVITY FEE	$ 15,561.43	61		$ 0.0016	$ 0.11
MC MC DIGITAL ENABLEMENT	$ 7,999.36	4		$ 0.40	$ 1.60
MC MC DIGITAL ENABLEMENT	$ 353.46	6		$ 0.02	$ 0.12
MC MC DIGITAL ENABLEMENT	$ 18,581.20	70	0.02%		$ 3.71
MC REGULATED POS DEBIT WITH FRAUD ADJ	$ 1,095.79	5	0.05%	$ 0.22	$ 1.65
MC UTILITIES CREDIT	$ 501.01	2		$ 0.75	$ 1.50
MC UTILITIES DEBIT	$ 455.44	2		$ 0.65	$ 1.30
MC UTILITIES PREPAID	$ 645.87	4		$ 0.65	$ 2.60
MC WORLD ELITE UTILITIES	$ 9,891.60	40		$ 0.75	$ 30.00
MC WORLD UTILITIES CREDIT	$ 1,215.39	3		$ 0.75	$ 2.25
MC DISCOUNT RATE	$ 26,534.02		0.20%		$ 53.05
Total MasterCard Discount Fees					$ 363.30
Visa Charges					
VISA DEBIT & PREPAID REGULATED	$ 48,272.59	221	0.05%	$ 0.22	$ 72.76
VISA PURCHASING CARD - LEVEL 2	$ 12,490.93	2	2.50%	$ 0.10	$ 312.47

*Calculated daily, rounding differences may occur

† Bank account number *****5232
† Reflects most current bank account number
**Chargeback Interchange Refund
***Chargeback Reversal Interchange Expense
If you have any questions regarding your statement, please contact: 1.888.886.8869

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Statement Period: 01-Oct-2024 - 31-Oct-2024
Company Number: 1222811
Merchant Number: 6262068
MORGAN CITY

Charges & Fees

Description	Sales Amount	Items	Rate	Item Charge	Amount Charged*
Visa Charges					
VISA UTILITY BUSDEBITANDPREPAID	$ 1,438.77	7		$ 1.50	$ 10.50
VISA UTILITY BUSINESS CARD	$ 10,746.67	23		$ 1.50	$ 34.50
VISA UTILITY CREDIT	$ 55,066.57	216		$ 0.75	$ 162.00
VISA UTILITY DEBIT	$ 20,580.83	87		$ 0.65	$ 56.55
VISA VI COMMERCIAL SOLUTIONS	$ 14,910.84	39	0.01%		$ 1.51
VISA VI DIGITAL COMM FEE	$ 4,264.26	64		$ 0.0075	$ 0.59
VISA VI DIGITAL COMM FEE	$ 144,332.10	492	0.0075%		$ 10.84
VISA VI DOM SALES AUTH APF CREDIT	$ 79,948.85	246		$ 0.0195	$ 4.84
VISA VI DOM SALES AUTH APF DEBIT	$ 73,720.91	329		$ 0.0155	$ 5.13
VISA DISCOUNT RATE	$ 148,596.36		0.20%		$ 297.23
Total Visa Discount Fees					$ 968.92
Discover Charges					
DISCOVER PSL UTILITIES - PREMIUM	$ 1,218.40	6		$ 0.75	$ 4.50
DISCOVER PSL UTILITIES - PREMIUM PLUS	$ 2,856.08	11		$ 0.75	$ 8.25
DISCOVER PSL UTILITIES - REWARD	$ 857.06	5		$ 0.75	$ 3.75
DSCV DI ADDRESS VERIFICATION FEE	$ 4,931.54	22		$ 0.0050	$ 0.15
DSCV DI DIGITAL INVESTMENT FEE	$ 4,931.54	22	0.01%		$ 0.50
DSCV DISCOUNT RATE	$ 4,931.54		0.20%		$ 9.87
Total Discover Discount Fees					$ 27.02
Auth Fees					
DSCV INTERNET NETCONNECT		22		$ 0.07	$ 1.54
MC INTERNET NETCONNECT		84		$ 0.04	$ 3.36
VISA INTERNET NETCONNECT		575		$ 0.04	$ 23.00
Total Auth Fees					$ 27.90

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CHASE
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Statement Period: 01-Oct-2024 - 31-Oct-2024
Company Number: 1222811
Merchant Number: 6262068
MORGAN CITY

Charges & Fees

Description		Sales Amount	Items	Rate	Item Charge	Amount Charged*
Other Fees						
	DSCV ASSESSMENT	$ 4,931.54		0.14%		$ 6.89
	DSCV DATA USAGE FEE		11		$ 0.0025	$ 0.05
	DSCV NETWORK AUTH FEE		22		$ 0.0190	$ 0.43
	MC ACQUIRING LICENSE FEE	$ 26,200.35	75	0.004%		$ 1.08
	MC ASSESSMENT	$ 18,534.66		0.14%		$ 25.96
	MC ASSESSMENT	$ 7,999.36		0.15%		$ 12.00
	MC LVL II/III TAXAUG I/C SAVEFEE	$ 6.59	5	50.00%		$ 3.31
	MC MERCHANT LOCATION FEE		3		$ 1.25	$ 3.75
	MC NABU FEE		84		$ 0.0195	$ 1.67
	VI SIF-NEVER APPROVE		4		$ 0.10	$ 0.40
	VISA ASSESSMENT	$ 70,292.19		0.13%		$ 91.38
	VISA ASSESSMENT	$ 78,304.17		0.14%		$ 109.63
	VISA FINANCIAL TRANSACTION FEE		416		$ 0.0018	$ 0.86
	VISA FIX ACQ NTWK FEE 2		1		$ 41.98	$ 41.98
	VISA LVL II/III TAXAUG I/C SAVEFEE	$ 24.98	2	50.00%		$ 12.50
	VISA VI REPORTING & DATA TRANSFER		27		$ 0.0002	$ 0.01
	VISA VI REPORTING & DATA TRANSFER		43		$ 0.0004	$ 0.03
Total	of Other Fees					$ 311.93
Total Charges and Fees						$ 1,699.07

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**Chargeback Interchange Refund
***Chargeback Reversal Interchange Expense
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RESOLUTION 24-38

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTERMOUNTAIN CONSUMER PROFESSIONAL ENGINEERS, INC. FOR THE ELECTRICAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES REGARDING THE STATE STREET ELECTRICAL SERVICE RELOCATION PROJECT; AUTHORIZING FURTHER NEGOTIATIONS AND CHANGE ORDERS NECESSARY FOR THE COMPLETION OF THE STATE STREET ELECTRICAL SERVICE RELOCATION PROJECT.

WHEREAS, Morgan City (hereinafter "City") has elected to begin the State Street Electrical Service Relocation Project which consists of relocating existing overhead powerlines and moving them underground along a section of State Street between 250 East and 400 East, as outlined in the Request for Proposals, to be known as the State Street Electrical Service Relocation Project; and

WHEREAS, the City has applied for and received a grant from the Utah Office of Energy Development to improve the electrical grid to withstand future usage, and unforeseen circumstances; and

WHEREAS, the City contracted with Electrical Engineering Services to assist in the process of selecting a company to manage the State Street Electrical Service Relocation Project; and

WHEREAS, the City received three (3) bids for the management of the State Street Electrical Service Relocation Project on or before October 25, 2024, with the results of the bids attached hereto for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated the responses and has found it to be in the best interest of the City and citizens of Morgan City to conditionally select Intermountain Consumer Professional Engineers, Inc. (hereinafter "ICPE") to manage the State Street Electrical Service Relocation Project through completion.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MORGAN, UTAH:

1. ICPE is conditionally selected as the lowest responsive responsible bidder with whom the City Manager should conduct negotiations for the management of the State Street Electrical Service Relocation Project (hereinafter "Project").

2. The City Manager is directed to conduct negotiations for an agreement (hereinafter "Agreement") with IPCE for the management of the Project. The terms of the Agreement shall address the terms and conditions of the request for proposals as well as the price contained in the proposal submitted by ICPE that are consistent with the intent of the request for bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for the management of the Project.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after ICPE has properly executed said Agreement, the Mayor is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by ICPE shall constitute the offer of ICPE for the management of the Project, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the Mayor shall constitute the City's acceptance of the offer by ICPE and the formal award of the contract to ICPE for the management of the Project, pursuant to the terms and conditions of the Agreement or any previously signed Agreement consistent with this resolution.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 10th day of December, 2024.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	**Nay**	**Excused**
Council Member London	___	___	___
Council Member Wardell	___	___	___
Council Member Turner	___	___	___
Council Member Richins	___	___	___
Council Member Alexander	___	___	___

(In the event of a tie vote of the Council):

Mayor Gale	___	___

Morgan City Power RFP

Evaluation Summary	Points	Cost Prop	Recommended Rank
Spectrum	92.5	$124,020	2
ICPE	95	$127,200	1
Power	90	$297,293	3

Individual Evaluation Sheet

Total Points 92.5

Company Spectrum

Proposal Contents	Included				
Firm Location	SLC				
Firm History Brief	yes				
Firm Qualifications	yes				
Firm Capacbilities	yes				
	Included	Cost	Completion Date	References	
Similar construction project 1	Utah St. Correctional Facility	$1B	2020	yes	
Similar construction project 2	City of T or C N.M.	$500 K	2022	yes	
Similar construction project 3	Utah St. Hospital	$1.8 M	2020	yes	
Description of Project Team	Included	Key Staff	Sub Consultants		
	yes	yes	none		
Proposed Cost	$124,020				
Hourly Rate Schedule	yes				
	Liability Ins.	Bonding	State Licensing		
Statements on	Yes	n/a	yes		
Notes					
Inclusions	Up to 16 visits, const. mtgs, or observations	One survey to aid electrical design, Drone survey	5 initial site visits, 5 design meetings	Travel Subs Lodging compenstated by client	
Exclusions	More than 16 visits, const. mtgs, or observations	Generating RFP for bidding (construction?)			

Qualifications Ranking (25%)
Points 25

Similar Project Experience (30%)

Points 30

Project Team (20%)
Points 20

Cost Proposal (25%)
Points 17.5 based on the items excluded from the scope-specifically generating RFP for const. bidding.

Individual Evaluation Sheet

Total Points 95

Company ICPE

Proposal Contents

	Included
Firm Location	Midvale, UT
Firm History Brief	
Firm Qualifications	
Firm Capacbilities	

Qualifications Ranking (25%)
Points 25

	Included	Cost	Completion Date	References
Similar construction project 1	Mt Pleasant City McKay Dist. Design	not incl.	not incl.	yes
Similar construction project 2	Salem City Arrowhead & Skyview Dis	not incl.	not incl.	yes
Similar construction project 3	Commercial St. Realign & Rupp Dist	not incl.	not incl.	yes

Similar Project Experience (30%)
Points 25

	Included	Key Staff	Sub Consultants
Description of Project Team	yes	yes	
Proposed Cost	$127,200		

Project Team (20%)
Points 20
Cost Proposal (25%)
Points 25

Hourly Rate Schedule

	Liability Ins.	Bonding	State Licensing
Statements on	not incl.	not incl.	not incl.

Notes

Inclusions	Permitting support 4 periodic inspections, over 12 weeks of construction.	Section 1.4 Surveying completion
Exclusions		

Individual Evaluation Sheet

Total Points 90

Company Power Eng

Proposal Contents	Included				
Firm Location	yes				
Firm History Brief	yes				
Firm Qualifications	yes				
Firm Capacbilities	yes				
	Included	Cost	Completion Date	References	
Similar construction project 1	RMP West Davis Corridor	$1.1 M	2022	yes	
Similar construction project 2	RMP UG Res Cable Replc	$502,000	2021	yes	
Similar construction project 3	oncor Txdot	$850,000	2024	yes	

Description of Project Team	Included	Key Staff	Sub Consultants
	yes	yes	Incl.
Proposed Cost	$297,293		
Hourly Rate Schedule			
	Liability Ins.	Bonding	State Licensing
Statements on	yes	not incl.	yes

Notes

Inclusions	Schedule push out 1 month though July 31 , 2025	CM/FI full time
	Land Survey	
Exclusions	Boring	

Qualifications Ranking (25%)
Points 25

Similar Project Experience (30%)
Points 30

Project Team (20%)
Points 20

Cost Proposal (25%)
Points 15 based on this being the highest proposed cost-due to full-time construction manger on-site

NOTICE OF AWARD

Date of Issuance: December 10, 2024

Owner: Morgan City Corporation

Project: State Street Electrical Service Relocation Project

Engineer: Active Power Engineering, LLC

Bidder: Intermountain Consumer Professional Engineers, Inc

Bidder Address: 1145 East South Union Avenue, Midvale, UT 84047

TO BIDDER:

You are hereby notified that Owner has accepted your Bid dated November 7, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: *Electrical Design and Construction Management Services—State Street Electrical Service Relocation Project.*

The Contract Price of the awarded Contract is: **$127,200.00**

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award] a* set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [1]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and Proposal Contents, Item 7.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and 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 Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Morgan City

By: _____

Title: City Manager

Copy: Engineer

EJCDC® C-510 (Rev. 1), Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

RESOLUTION 24-42

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO TWO DELAY AGREEMENTS WITH LISA C. PREECE AND SHAUN D. PREECE FOR THE DELAYED INSTALLATION OF THE LISTED IMPROVEMENTS ALONG THE FRONTAGE OF PROPERTY FACING 600 WEST LOCATED AT 555 WEST OLD HIGHWAY ROAD, MORGAN, UTAH; REFLECTING THE DEDICATION OF THE PROPERTY FOR THE PLACEMENT OF SAID IMPROVEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Morgan City entered into a Second Amended Agreement for the Annexation and Development of Land Between Morgan City and Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Eugenia H. and Blake E. Rowser, Arlene S. Christensen, Trustee, and Deanne C. Johnson, Trustee, dated the 12th day of November, 2024 (hereinafter "Second Amended Agreement"); and

WHEREAS, the owner of the property plans to divide, develop, or otherwise alter or improve the subject property in such a way that the laws and ordinances of Morgan City require the installation of curb, gutter, sidewalk, storm water, sanitary sewer and secondary water along the entire frontage of the subject property facing 600 West (the width, location, and configuration of the sidewalk are within the sole discretion of the City); and

WHEREAS, pursuant to Article III – Owner's Undertakings and Rights of the Second Amended Agreement the listed improvements may be delayed by delay agreements between the City and Lisa C. and Shaun D. Preece; and

WHEREAS, owner will dedicate the depth of property necessary for the installation of the improvement to meet City's requirements along the frontage of the subject property; and

WHEREAS, the final location for the improvements along the subject property facing 600 West and located at 555 Old Highway Road, Morgan, Utah, have not been determined, therefore, City Council determines it to be in the best interest of the City and its citizens to enter into these Delay Agreements to facilitate the installation of curb, gutter, sidewalk, storm water, sanitary sewer and secondary water to a time more beneficial to the City and Lisa C. and Shaun D. Preece.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MORGAN, UTAH:

1. That the City is hereby authorized to enter into two delay agreements entitled as follows:

   AGREEMENT FOR DELAYING THE INSTALLATION OF DEVELOPMENT IMPROVEMENTS (Sanitary Sewer and Secondary Water)

   AGREEMENT FOR DELAYING THE INSTALLATION OF DEVELOPMENT IMPROVEMENTS (Curb, Gutter, Sidewalk, and Storm Water)

which are attached hereto and incorporated herein by this reference, for delaying the installation of curb, gutter, sidewalk, storm water, sanitary sewer and secondary water along the entire frontage of property facing 600 West and located at 555 Old Highway Road, Morgan, Utah.

2. That the Mayor is hereby authorized to execute the Delay Agreements and any additional documents to meet the objectives of this resolution.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 10th day of December, 2024.

_____
STEVE GALE, Mayor

ATTEST:

_____
DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	**Nay**	**Excused**
Council Member London	___	___	___
Council Member Wardell	___	___	___
Council Member Turner	___	___	___
Council Member Richins	___	___	___
Council Member Alexander	___	___	___

(In the event of a tie vote of the Council):

Mayor Gale	___	___

When Recorded Return To:
Morgan City
90 West Young Street
P.O. Box 1085
Morgan, UT 84050

AGREEMENT FOR DELAYING THE INSTALLATION OF DEVELOPMENT IMPROVEMENTS (Curb, Gutter, Sidewalk and Storm Water)

Comes now MORGAN CITY, a municipal corporation within the State of Utah (hereinafter City), and LISA C. PREECE AND SHAUN D. PREECE, of 1050 North 600 West, Morgan, Utah, (hereinafter Owners), and for good and valuable consideration, the receipt of which is hereby acknowledged, state and agree as follows:

1. That Owner has divided, developed, or otherwise has altered or improved the subject property in such a way that the laws and ordinances of Morgan City require the installation of the named improvements by Owner.

2. That due to existing conditions, such as the absence of the determination of the final design, location, or size of the improvements, or the absence of existing improvements to which these would connect, the Parties agree to delay the installation of these improvements.

3. Owner understands that Owner will be solely responsible for the costs of these improvements at the time they are installed; understands that this agreement runs with the land, thus any subsequent owner or interest holder in the subject property will have this same obligation; and that the timing of the installation, the installer, and the design of the improvements are within the sole discretion of the City.

4. That the City may call for the installation or the Owner's participation in the installation of the improvements after completing the final design for the location and size of the improvements and will give Owner as much advance notice as is practical.

5. The named improvements are: curb, gutter, sidewalk and storm water along the entire frontage of the subject property (The width, location, and configuration of the sidewalk and storm water facilities are within the sole discretion of the City).

6. Owner will dedicate five feet (5') of depth along the frontage of the subject property facing 600 West at or immediately after the filing of the plat dividing said property.

7. The subject property is:

Approximate street address(es): 555 Old Highway Road, Morgan, Utah 84050; and/or
Tax Identification number(s): Parcel No. 00-0092-7088 – Serial No. 04-393-04-1

Signed this ____ day of _____, 2024, by the Owner(s

By: LISA C. PREECE

By: SHAUN D. PREECE

STATE OF UTAH)
: ss.
COUNTY OF MORGAN)

On this ___ day of _____, 2024, personally appeared before me LISA C. PREECE and SHAUN D. PREECE, who being duly sworn, did say that they are the legal property owners of record of the property subject to this Agreement and that they have executed this Agreement with full authority to do so.

NOTARY PUBLIC

Print Name

My Commission Expires

MORGAN CITY CORPORATION

By: STEVE GALE
Title: Mayor

APPROVED AS TO FORM:

By: GARY R. CRANE
Title: City Attorney

STATE OF UTAH)
: SS.
COUNTY OF MORGAN)

On this _____ day of _____, 2024, personally appeared before me STEVE GALE, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Mayor of Morgan City Corporation, and that said document was signed by him in behalf of Morgan City Corporation, and STEVE GALE acknowledged to me that Morgan City Corporation executed the same.

WITNESS by hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC

Print Name

My Commission Expires

When Recorded Return To:
Morgan City
90 West Young Street
P.O. Box 1085
Morgan, UT 84050

AGREEMENT FOR DELAYING THE INSTALLATION OF DEVELOPMENT IMPROVEMENTS (Sanitary Sewer and Secondary Water)

Comes now MORGAN CITY, a municipal corporation within the State of Utah (hereinafter City), and LISA C. PREECE AND SHAUN D. PREECE, of 1050 North 600 West, Morgan, Utah, (hereinafter Owners), and for good and valuable consideration, the receipt of which is hereby acknowledged, state and agree as follows:

1. That Owner has divided, developed, or otherwise has altered or improved the subject property in such a way that the laws and ordinances of Morgan City require the installation of the named improvements by Owner.

2. That due to existing conditions, such as the absence of the determination of the final design, location, or size of the improvements, or the absence of existing improvements to which these would connect, the Parties agree to delay the installation of the portion of the sewer line within the twenty-foot (20') sewer line and access easement running from the east side of Lot 1 and property owned by Arlene S. Christensen (Parcel No. 00-0092-7169), then from east to west along the southern boundary of the Christensen parcel for the purpose of providing, in the future, sanitary sewer access for abutting parcels south of the Christensen parcel.

3. Owner understands that Owner will be solely responsible for the costs of these improvements at the time they are installed; understands that this agreement runs with the land, thus any subsequent owner or interest holder in the subject property will have this same obligation; and that the timing of the installation, the installer, and the design of the improvements are within the sole discretion of the City.

4. That the City may call for the installation or the Owner's participation in the installation of the improvements after completing the final design for the location and size of the improvements and will give Owner as much advance notice as is practical.

5. The named improvements are: Sanitary Sewer and Secondary Water (location, and configuration of the improvements are within the sole discretion of the City).

6. Owner will dedicate five feet (5') of depth along the frontage of the subject property facing 600 West at or immediately after the filing of the plat dividing said property.

7. The subject property is:

Approximate street address(es): 555 Old Highway Road, Morgan, Utah 84050; and/or
Tax Identification number(s): Parcel No. 00-0092-7088 – Serial No. 04-393-04-1

Signed this ____ day of _____, 2024, by the Owner(s

By: LISA C. PREECE

By: SHAUN D. PREECE

STATE OF UTAH)
: ss.
COUNTY OF MORGAN)

On this ___ day of _____, 2024, personally appeared before me LISA C. PREECE and SHAUN D. PREECE, who being duly sworn, did say that they are the legal property owners of record of the property subject to this Agreement and that they have executed this Agreement with full authority to do so.

NOTARY PUBLIC

Print Name

My Commission Expires

MORGAN CITY CORPORATION

By: STEVE GALE
Title: Mayor

APPROVED AS TO FORM:

By: GARY R. CRANE
Title: City Attorney

STATE OF UTAH)
: SS.
COUNTY OF MORGAN)

On this _____ day of _____, 2024, personally appeared before me STEVE GALE, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Mayor of Morgan City Corporation, and that said document was signed by him in behalf of Morgan City Corporation, and STEVE GALE acknowledged to me that Morgan City Corporation executed the same.

WITNESS by hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC

Print Name

My Commission Expires

RESOLUTION 24-43

A RESOLUTION AMENDING THE MORGAN CITY DEVELOPMENT, DESIGN, AND CONSTRUCTION STANDARDS ADOPTED JUNE 2023.

WHEREAS, Morgan City (hereinafter the "City") is an incorporated municipality; and

WHEREAS, the City owns and maintains the public infrastructure; and

WHEREAS, the City desires standards to provide structurally sound infrastructure; and

WHEREAS, these standards are subject to periodic review and update as new and better information, together with evolving industry standards, necessitates these updated standards; and

WHEREAS, the City desires to amend the current standards from 3500 psi to 4000 psi for curb, gutter and sidewalk concrete to be in compliance with the American Public Works Association Standards, Utah Chapter, for concrete, as shown in Attachment "A" attached hereto; and

WHEREAS, the City desires to amend the street section standards to include an option for a Street Section (66' R.O.W.) to provide for an 8' concrete trail on one side of the street, as shown in Attachment "B" attached hereto; and

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to amend the Morgan City Development, Design, and Construction Standards by changing the concrete standards for curb, gutter, and sidewalk to 4000 psi and to include the option for a Street Section (66' R.O.W.) to provide for an 8' concrete trail on one side of the street, as outlined in Attachments "A" and "B."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MORGAN, UTAH:

1. That by signatures below, the Morgan City Council amends the Morgan City Development, Design, and Construction Standards to include the amendments as outlined in the drawings, which are attached hereto and incorporated herein by this reference.

2. That this Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 10th day of December, 2024.

_____
STEVE GALE, Mayor

ATTEST:

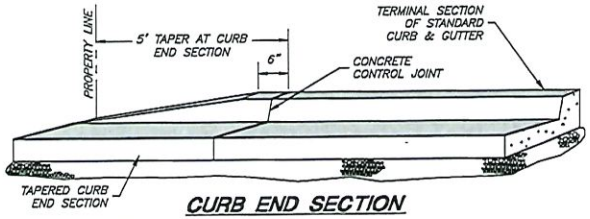
_____
DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Council Member London	___	___	___
Council Member Wardell	___	___	___
Council Member Turner	___	___	___
Council Member Richins	___	___	___
Council Member Alexander	___	___	___

(In the event of a tie vote of the Council):

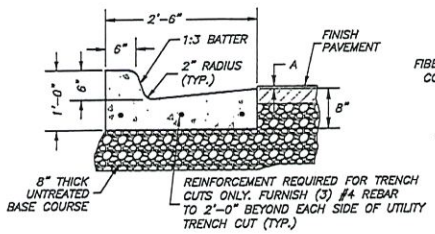
Mayor Gale	___	___



CURB END SECTION

CURB END SECTION NOTE:

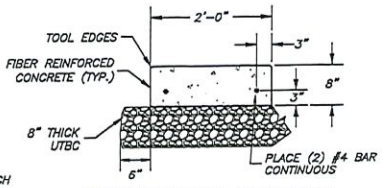
CONSTRUCT CURB END SECTION FOR IMPROVED SAFETY AND TO PREVENT SNOW PLOW DAMAGE. CONTRACTOR REQUIRED TO SAW-CUT AND REMOVE TAPERED CURB END SECTION AND CONSTRUCT NEW CURB AND GUTTER WHEN CURB AND GUTTER IS EXTENDED. ASPHALT SHALL ALSO BE SAW CUT ONE FOOT FROM UP OF GUTTER AND PATCHED.



CURB & GUTTER SECTION
(CITY STANDARD)

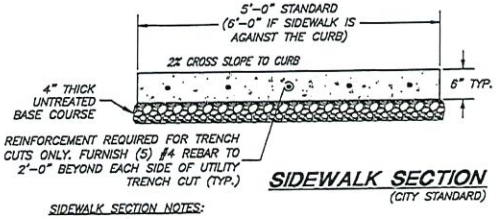
STANDARD CURB SECTION NOTES:

B1. CONTRACTION JOINTS @ 10ft EXPANSION JOINTS @ 50ft.
B2. WHERE CURBS ARE SAW CUT THEY SHALL SLOPE TOWARD THE STREET AT 1/4" PER FOOT.
B3. WHEN REPLACING CURB DUE TO CONSTRUCTION ACTIVITY, NEW CURB MUST EXTEND 5' MIN. PAST TRENCH ON EACH SIDE.
B4. CURB & GUTTER SHALL BE CONSTRUCTED WITH CLASS B (3500 PSI) CONCRETE.



RIBBON CURB SECTION

STANDARD FOR ALTERNATE (RURAL) STREET SECTION (CONCRETE EDGE FOR ASPHALT)

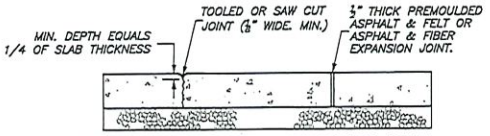


SIDEWALK SECTION
(CITY STANDARD)

SIDEWALK SECTION NOTES:

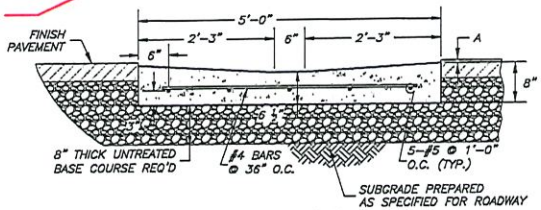
A1. 6" THICKNESS IN RESIDENTIAL AND COMMERCIAL DRIVEWAYS
A2. EXPANSION JOINTS @ 50 ft. (5'-0" SIDEWALK) OR 48'-0" (6'-0" SIDEWALK)
A3. CONTRACTION JOINTS SPACING SHALL MATCH SIDEWALK WIDTH BUT SHALL NOT EXCEED 10 FT AND SHALL BE AT LEAST ONE FOURTH OF THE SLAB THICKNESS.
A4. SIDEWALKS SHALL BE CONSTRUCTED WITH CLASS B (3500 PSI) CONCRETE.

CLASS AA(AE) 4000 PSI



JOINT DETAIL

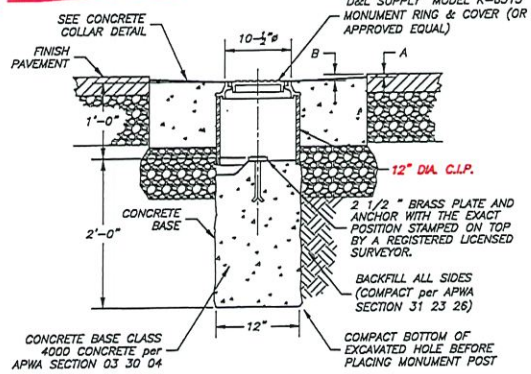
CLASS AA(AE) 4000 PSI



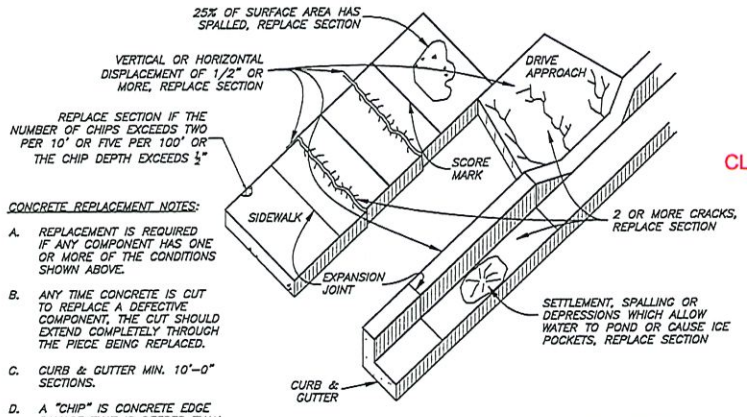
CROSS DRAIN SECTION

CROSS DRAIN NOTES:

C1. CONSTRUCTION & EXPANSION JOINTS @ 5ft. EXPANSION JOINTS @ EDGE OF APRON.
C2. CROSS DRAINS SHALL BE CONSTRUCTED WITH CLASS B (3500 PSI) CONCRETE.



SURVEY MONUMENT DETAIL

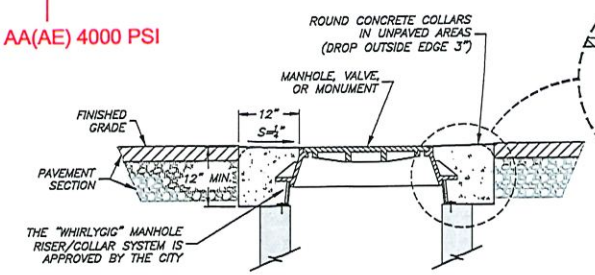


CONCRETE REPLACEMENT NOTES:

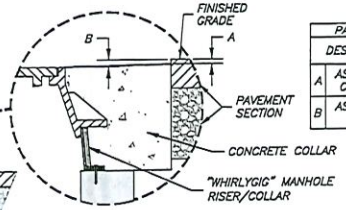
A. REPLACEMENT IS REQUIRED IF ANY COMPONENT HAS ONE OR MORE OF THE CONDITIONS SHOWN ABOVE.
B. ANY TIME CONCRETE IS CUT TO REPLACE A DEFECTIVE COMPONENT, THE CUT SHOULD EXTEND COMPLETELY THROUGH THE PIECE BEING REPLACED.
C. CURB & GUTTER MIN. 10'-0" SECTIONS.
D. A "CHIP" IS CONCRETE EDGE DAMAGE THAT IS DEEPER THAN 1/4" AND LARGER THAN 2" DIA.

DEFECTIVE CONCRETE REPLACEMENT CRITERIA

CLASS AA(AE) 4000 PSI



CONCRETE COLLAR DETAIL



PAVEMENT DIMENSION TABLE			
	DESCRIPTION	NEW ROAD	OVERLAY
A	ASPHALT TO CONCRETE	1/2"	1/4"
B	ASPHALT TO RING	3/4"	1/2"

CONCRETE COLLAR NOTES:

1. CONCRETE COLLARS ARE REQUIRED ON ALL MANHOLES AND WATER VALVES.
2. THE LOCATION OF MANHOLES AND VALVES IN UNPAVED AREAS SHALL BE INDICATED WITH A MARKER. USE "RHINO" 2-RAIL MARKER WITH POLYTECH COATING. MARKERS SHALL BE YELLOW IN COLOR WITH APPROPRIATE DECAL "WARNING SEWER MANHOLE", "WARNING WATER VALVE".
3. ALL CONCRETE COLLARS TO BE INSTALLED WITHIN 14 DAYS AFTER PAVING.
4. COLLARS AROUND MANHOLES AND CULINARY WATER VALVES ARE TO BE ROUND.
5. COLLARS AROUND IRRIGATION VALVES ARE TO BE ROUND (SEE SHEET LS-01)

REGISTERED PROFESSIONAL ENGINEER No. 332621 MATTHEW E. HARTVIGSEN STATE OF UTAH

Matthew E. Hartvigsen
CITY ENGINEER
08-24-2023
DATE

REV.	DATE

SCALE: N.T.S.

DESIGNED
DRAWN
CHECKED

JONES & ASSOCIATES
CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767
www.jonesut.com

MORGAN CITY EST 1864

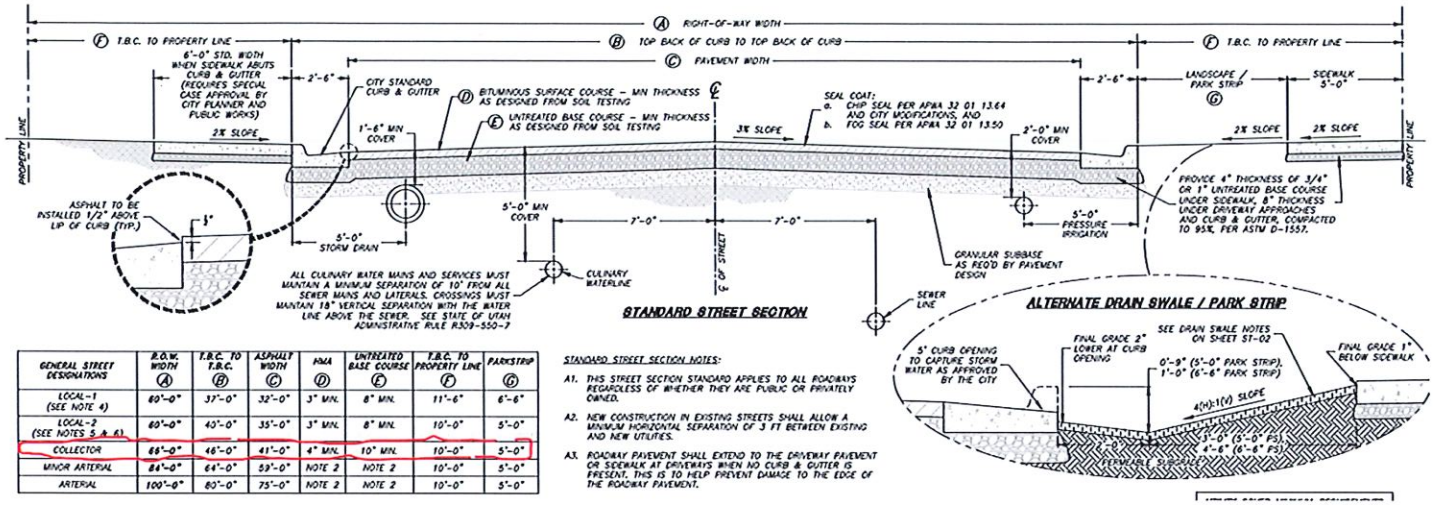
MORGAN CITY CORPORATION
PUBLIC WORKS STANDARDS
SIDEWALK, CURB & GUTTER, CONCRETE COLLAR, SURVEY MONUMENT, AND DEFECTIVE CONCRETE REPLACEMENT DETAILS

SHEET: ST-08 OF 1 SHEETS 0

ATTACHMENT "A"

ATTACHMENT "B"

Existing cross section



GENERAL STREET DESIGNATIONS	R.O.W. WIDTH (A)	T.B.C. TO T.B.C. (B)	ASPHALT WIDTH (C)	HMA (D)	UNTREATED BASE COURSE (E)	T.B.C. TO PROPERTY LINE (F)	PARKSTRIP (G)
LOCAL-1 (SEE NOTE 4)	60'-0"	37'-0"	32'-0"	3" MIN.	8" MIN.	11'-6"	6'-6"
LOCAL-2 (SEE NOTES 5 & 6)	60'-0"	40'-0"	35'-0"	3" MIN.	8" MIN.	10'-0"	5'-0"
COLLECTOR	66'-0"	46'-0"	41'-0"	4" MIN.	10" MIN.	10'-0"	5'-0"
MINOR ARTERIAL	84'-0"	64'-0"	59'-0"	NOTE 2	NOTE 2	10'-0"	5'-0"
ARTERIAL	100'-0"	80'-0"	75'-0"	NOTE 2	NOTE 2	10'-0"	5'-0"

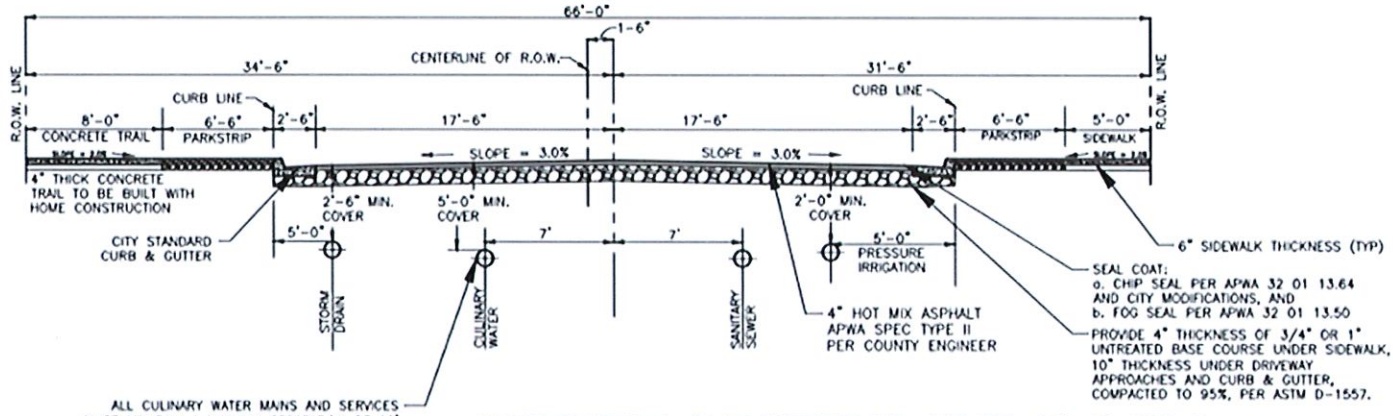
STANDARD STREET SECTION NOTES:

A1. THIS STREET SECTION STANDARD APPLIES TO ALL ROADWAYS REGARDLESS OF WHETHER THEY ARE PUBLIC OR PRIVATELY OWNED.

A2. NEW CONSTRUCTION IN EXISTING STREETS SHALL ALLOW A MINIMUM HORIZONTAL SEPARATION OF 3 FT BETWEEN EXISTING AND NEW UTILITIES.

A3. ROADWAY PAVEMENT SHALL EXTEND TO THE DRIVEWAY PAVEMENT OR SIDEWALK AT DRIVEWAYS WHEN NO CURB & GUTTER IS PRESENT. THIS IS TO HELP PREVENT DAMAGE TO THE EDGE OF THE ROADWAY PAVEMENT.

Proposed cross section



STREET SECTION (66' R.O.W.)

SCALE: NONE

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.

RESOLUTION 24-44

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN MORGAN CITY AND 2B PROPERTY DEVELOPMENT LLC.

WHEREAS, in furtherance of the objectives of the Morgan City General Plan, the City has considered an application for a Mixed Residential Overlay (MRO) rezone/Mountain Horizon Subdivision Phase 1, on certain property located at approximately 300 East 275 North in Morgan City (hereinafter referred to as the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 2.82 acres and is depicted on Exhibit "A," which is attached hereto and incorporated herein by this reference (hereinafter referred to as "Exhibit "A"); and

WHEREAS, Developer is the owner of the above-described property and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with Morgan City's General Plan and MRO; and

WHEREAS, The Morgan Planning Commission voted to recommend approval of the Mountain Horizon rezone MRO application on February 20, 2024; and

WHEREAS, The Morgan City Council voted to approve of the Mountain Horizon MRO rezone application on February 27, 2024 Ordinances 24-03 and 24-04; and

WHEREAS, The Morgan City Planning Commission voted to approve of the Mountain Horizon Phase 1 subdivision application on May 21, 2024; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of the Mixed Residential Overlay (MRO) and Mountain Horizon Phase 1 Subdivision approval on the Subject Area, subject to Developer agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, the Agreement is supported by good and adequate consideration, and comports with the requirements of Morgan City's Ordinances and requirements.

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve the Agreement for Development of Land Between Morgan City and Innovative Structural Solutions providing for certain requirement on the Subject Area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MORGAN, UTAH:

1. That the Agreement for Development of Land Between Morgan City and 2B Property Development LLC, which is attached hereto and incorporated herein by this reference, is adopted and approved.

2. That the Mayor is authorized to execute the Development Agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 10th day of December, 2024.

_____
STEVE GALE, Mayor

ATTEST:

_____
DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	**Nay**	**Excused**
Council Member London	___	___	___
Council Member Wardell	___	___	___
Council Member Turner	___	___	___
Council Member Richins	___	___	___
Council Member Alexander	___	___	___

(In the event of a tie vote of the Council):

Mayor Gale	___	___

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN MORGAN CITY AND 2B PROPERTY DEVELOPMENT LLC

THIS AGREEMENT for the development of land (hereinafter referred to as this Agreement) is made and entered into this 10th day of December, 2024, between MORGAN CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and 2B Property Development LLC, (hereinafter referred to as "Developer"), with City and Developer collectively referred to as the Parties and separately as Party.

RECITALS

WHEREAS, in furtherance of the objectives of the Morgan City General Plan, the City has considered an application for a Mixed Residential Overlay (MRO) rezone/Mountain Horizon Subdivision Phase 1, on certain property located at approximately 300 East 275 North in Morgan City (hereinafter referred to as the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 2.82 acres and is depicted on Exhibit "A," which is attached hereto and incorporated herein by this reference (hereinafter referred to as "Exhibit "A"); and

WHEREAS, Developer is the owner of the above-described property and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with Morgan City's General Plan and MRO; and

WHEREAS, The Morgan Planning Commission voted to recommend approval of the Mountain Horizon rezone MRO application on February 20, 2024; and

WHEREAS, The Morgan City Council voted to approve of the Mountain Horizon MRO rezone application on February 27, 2024 Ordinances 24-03 and 24-04; and

WHEREAS, The Morgan City Planning Commission voted to approve of the Mountain Horizon Phase 1 subdivision application on May 21, 2024; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to grant approval of the Mixed Residential Overlay (MRO) and Mountain Horizon Phase 1 Subdivision approval on the Subject Area, subject to Developer agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes that entering into the Agreement with Developer is in the vital and best interest of the City and health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

1.1 Developer's Property shall mean that property owned or under bona fide option to purchase, by Developer.

1.2 City shall mean Morgan City, a body corporate and politic of the State of Utah. The principal office of City is located at 90 West Young Street, Morgan, Utah 84050.

1.3 Developer shall mean 2B Property Development LLC. The principal office for the Developer is 40 W. Vista Drive, Morgan, UT, 84050.

1.4 Developers Undertakings shall have the meaning set forth in Article IV.

1.5 Subject Area shall have the meaning set forth in the Recitals hereto.

1.6 Exhibit "A" shall have the meaning set forth in the Recitals hereto.

ARTICLE II
CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Morgan City Council.

2.2 City shall not be obligated to permit the approval of the Mixed Residential Overlay (MRO) and Mountain Horizon Phase 1 Subdivision approval for the Subject Area to become effective until Developer, or its assignee, has acquired fee ownership of the Subject Area.

2.3 Developer agrees to comply with the terms of this agreement, as set forth herein.

ARTICLE III
CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in section 10.15, City shall approve the Mixed Residential Overlay (MRO) and Mountain Horizon Phase 1 Subdivision approval for the Subject Area, with an effective date of no sooner than the date Developer proves ownership of the Subject Area and the execution hereof. This approval shall occur upon a finding by the City Council that it is in the best interest of the health, safety, and welfare of the citizens of Morgan City to make such approval at this time.

ARTICLE IV
DEVELOPER'S UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III with regard to Mixed Residential Overlay (MRO) and Mountain Horizon Phase 1 Subdivision approval of the Subject Area and provided Developer has not terminated this Agreement pursuant to Section 7.8, Developer agrees to the following:

4.1 Build a park in accordance with the Chapter 10.15, ordinance, rezone application, approved subdivision plan, Exhibit "B" (concept provided at rezone) and approved by the City. The park shall be complete by no later than the certificate of occupancy is issued for 17 units within the development. The park shall be privately owned by the HOA and located within the common area. The private park shall be accessible to the public to use. The HOA may establish rules for the park and manage it. The HOA/CCRs shall establish maintenance for the park including weekly landscape maintenance from spring through fall and removal of snow throughout the winter. The HOA is responsible for maintaining the park, site, hardscape, amenities, playground, and all features within it.

4.2 The Developer shall create a Home Owners Association (HOA) and Codes Covenants Restrictions (CCRs) according to City ordinances 10.15 and 10.20.

4.3 The Developer is responsible for the construction of water-wise landscaping according to City ordinance 10.15.

4.4 The Developer shall provide an Open Space and Landscape Maintenance Plan according to City ordinance 10.15. Said Open Space and Landscape Maintenance Plan shall be approved by the City.

4.5 The HOA shall be responsible for the following:

4.5.1 Maintenance of the park and all common areas. Irrigating the landscape including but not limited to trees, grass, shrubs, and all vegetation. Weekly mowing from May through mid-October. Management and removal of weeds, trash, graffiti, pet waste, and debris.

4.5.2 Fixing broken sprinklers, playgrounds, park structure, fences, and all items pertaining to common area.

4.5.3 Removal of snow during or directly following storms for all common area hardscapes and drives for the townhomes.

4.6 The Developer shall build a stormwater basin according to City Design Standards and approval by the City Engineer. The stormwater basin is part of the development's open space plan and the HOA shall be responsible for maintenance. The City shall have access to over the stormwater basin via an easement.

4.7 The Developer shall provide a Fire turn around as approved by Morgan County Fire Department and City Engineer.

4.8 At the time of building permit applications the Developer shall provide home and townhome plans compatible with City Ordinance 10.15, building codes, and the City's Design Standards. The architecture design and building plans shall be substantially similar in form and concept to schematic designs provided with the MRO rezone application (see Exhibit C).

ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Developer. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's Undertakings and shall make application for such permits directly to the Morgan City Community Development Department and other appropriate departments and agencies having authority to issue such permits in

connection with the performance of Developer's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Developer shall, in good faith, diligently pursue completion of the development.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Developer's Undertakings. City shall indemnify, defend, and hold Developer harmless from and against all liability, loss, damage, costs or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI
REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or

6.1.2 City agrees not to contest the Developers Undertakings as provided in Article IV of this agreement and agrees that there has been an exchange of good and valuable consideration underlying the commitments in this agreement. .

6.2 Enforced Delay Beyond Parties Control. For the purpose of any other provisions of this Agreement, neither City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions or unusually severe weather. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension by City. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of

any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Developer. In the event of a default by Developer's assignee, Developer may elect, in its discretion, to cure the default of such assignee; provided, Developer's cure period shall be extended by thirty (30) days.

ARTICLE VII
GENERAL PROVISIONS

7.1 Successors and Assigns of Developer. This Agreement shall be binding upon Developer and its successors and assigns, and where the term Developer is used in this Agreement it shall mean and include the successors and assigns of Developer, except that City shall have no obligation under this Agreement to any successor or assign of Developer not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developer) of the Subject Area. Upon approval of any assignment by City, or in the event Developer assigns all or part of this Agreement to an assignee, Developer shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the Notices) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developer: 2B Property Development LLC
40 W VISTA DR
MORGAN, UT, 84050.

To City: MORGAN CITY CORPORATION
90 West Young Street
Morgan, Utah 84050
Attn: Ty Bailey, City Manager
(801) 829-3461

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.3 Third Party Beneficiaries. Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law,

suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorney's fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Developer's Undertakings, performance of Developer of Developer's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon either Party's request (or the request of Developer's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.9 Recordation. This Agreement shall be subject to recordation with the Morgan County Recorder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

MORGAN CITY CORPORATION,
a municipal corporation of the State of Utah

By:_____
STEVE GALE, Mayor

ATTEST:

By: _____
DENISE WOODS, City Recorder

APPROVED AS TO FORM:

_____
GARY R. CRANE, City Attorney

DEVELOPER

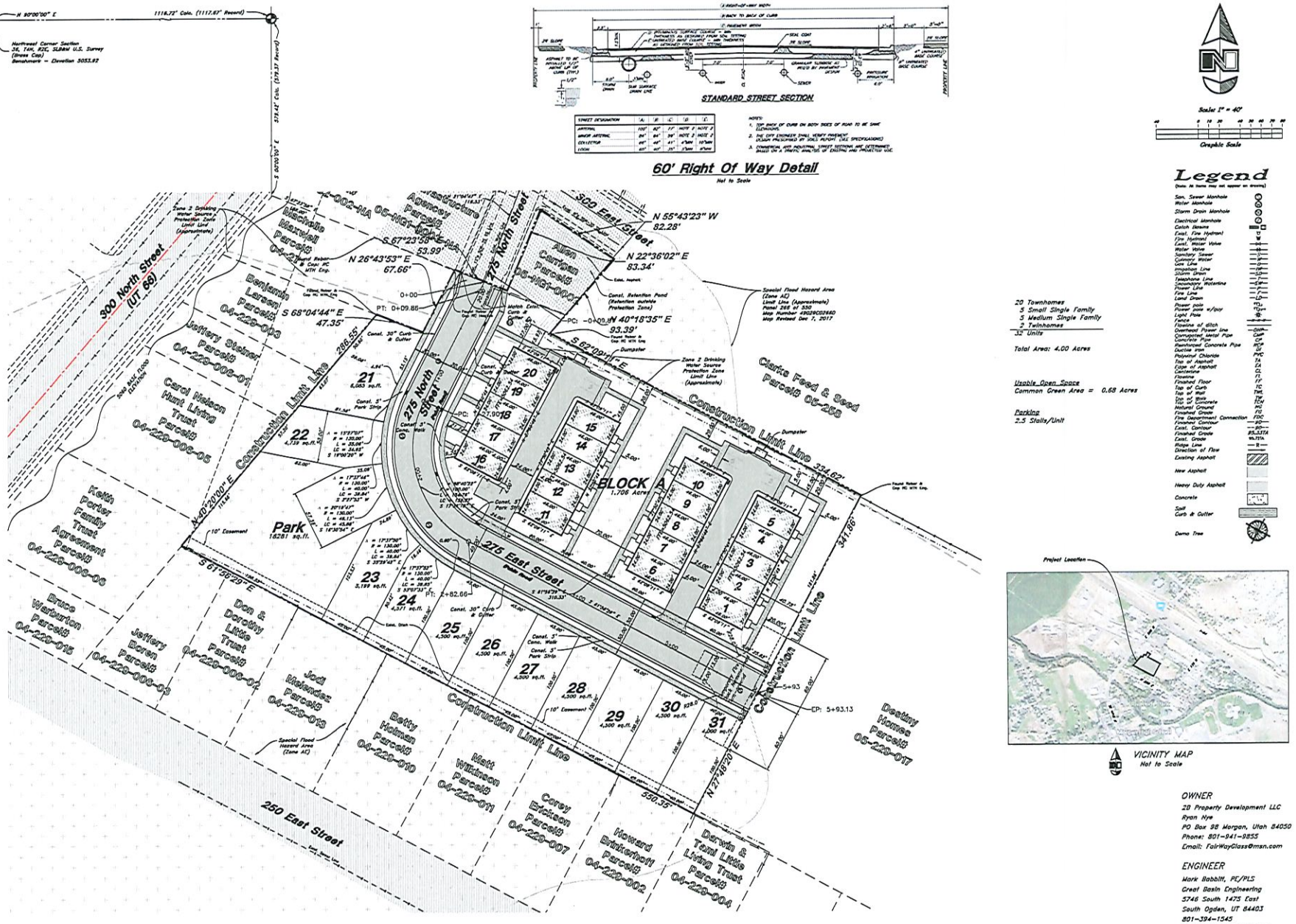
2B Property Development LLC.

By: _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF MORGAN)

On this _____ day of _____, 2024, personally appeared before me _____, who duly acknowledged to me that he is the _____ of 2B PROPERTY DEVELOPMENT LLC, and that the document was signed by him in behalf of said corporation, and _____ acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC



OWNER
2B Property Development LLC
Ryan Nye
PO Box 98 Morgan, Utah 84050
Phone: 801-941-9855
Email: FairWayGlass@msn.com

ENGINEER
Mark Babbitt, PE/PLS
Great Basin Engineering
5746 South 1475 East
South Ogden, UT 84403
801-394-1545
Mark@GreatBasinENG.com

GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
Main (801)394-4515 SLC (801)532-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

NO.	DATE	DESCRIPTION

Concept Plan

2B Properties
Morgan City, Morgan County, Utah
A part of Section 36, T4N, R2E, SLB&M, U.S. Survey

13 Dec, 2023

SHEET NO.
C1

22N200

EXHIBIT "A"

RESOLUTION 24-46

A RESOLUTION ADOPTING AND APPROVING AN AMENDED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN MORGAN CITY, THE MORGAN CITY REDEVELOPMENT AGENCY AND REVABA HOTEL LLC, d/b/a COMFORT INN & SUITES®.

WHEREAS, on November 12, 2024, the City adopted and approved an Economic Development Incentive Agreement Between Morgan City, the Morgan City Redevelopment Agency and REVABA Hotel, LLC, d/b/a Comfort Inn & Suites® (hereinafter "Agreement"); and

WHEREAS, after further review of the Agreement, REVABA has requested changes to amend Article 3 – INCENTIVES, Paragraphs 1.b. and 1.d. to provide that the "Tax Increment Grant" amounts identified in Article 3 - INCENTIVES, Paragraph 1.a. be paid by the RDA each year as identified in that paragraph without the possibility of any reduction or non-payment due to the inadequacy of "Tax Increment" collected or because of future legislative changes; and

WHEREAS, the City desires to enter into this amended agreement entitled Amended Economic Development Incentive Agreement for the purpose of providing incentive to REVABA HOTEL LLC, d/b/a Comfort Inn & Suites® (hereinafter "REVABA") to construct, own and operate a hotel in Morgan City; and

WHEREAS, the parties mutually agree to the terms and conditions contained in the attached amended agreement and agree that there is fair and adequate consideration underlying the amended agreement; and

WHEREAS, the City Council determines that it is in the best interest of Morgan City and its citizens to enter into this amended agreement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MORGAN, UTAH:

1. That the agreement entitled Amended Economic Development Incentive Agreement between Morgan City, the Morgan City Redevelopment Agency and REVABA HOTEL LLC, d/b/a Comfort Inn & Suites®, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor is authorized to execute the Amended Economic Development Incentive Agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 10th day of December, 2024.

_____
STEVE GALE, Mayor

ATTEST:

_____
DENISE WOODS, City Recorder

APPROVED AS TO FORM:

_____

Gary Crane, City Attorney

CITY COUNCIL VOTE AS RECORDED:

	Aye	**Nay**	**Excused**
Council Member London	___	___	___
Council Member Wardell	___	___	___
Council Member Turner	___	___	___
Council Member Richins	___	___	___
Council Member Alexander	___	___	___

(In the event of a tie vote of the Council):

Mayor Gale	___	___

AMENDED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This AMENDED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this "**Amended Agreement**") is made and entered into as of _____, 2024, (the "**Effective Date**") by and between the MORGAN CITY REDEVELOPMENT AGENCY, a Utah municipal corporation ("**RDA**"), the CITY OF MORGAN, a Utah municipal corporation ("**City**") and REVABA MORGAN LLC, d/b/a Comfort Inn & Suites®, a limited liability company, or its assigns ("**Hotel**").

RECITALS

WHEREAS, REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® has entered into a Purchase and Sale Agreement for the purchase of that certain property described as Morgan Hotel, which is located in the City of Morgan, Utah (the "**Site**");

WHEREAS, REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® has arranged for the purchase of the Site and all Structures and improvements on the Site in order to continue its use as a hotel, as Comfort Inn and Suites®, a branded lodging facility ("**Hotel**"), including all buildings, facilities, equipment and site improvements ("**Improvements**") necessary to the operation of the Hotel (the "**Project**"), but that the overall feasibility of continuing the Project requires a local incentive; and

WHEREAS, as a continuation of an inducement made to the original owners of the Project, which is still expected to result in the continuation of both the desired job creation and the improvement of the Site, the City and RDA have approved an incentive consisting of up to Seven Hundred Seventy-Five Thousand Dollars ($775,000.00) in local incentives, payable as provided in this Amended Agreement; and

WHEREAS, REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® agrees to enter into a Land Purchase Agreement with the RDA for acquisition of the approximately 12,008 square feet of certain property described in Exhibit "A," which is located on and is part of the Site.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises and obligations of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE 1 - DEFINITIONS

1. "Full Operation" means Hotel is open for business with at least 75% of the rooms available for rent.

2. "Development and Improvement Costs" means all costs incurred by Hotel in connection with the Project.

3. "Payment Date" has the meaning set forth in Article 3, Section 1.b.

4. "Project" means the transition of the Site into a Comfort Inn and Suites® branded lodging facility ("**Hotel**"), including all changes to all buildings, facilities, equipment and site improvements necessary to the operation of the Hotel ("**Improvements**"). The changes and improvements to the building, equipment and Site, specifications, and furnishings generally, it shall be maintained as a 31,451 square foot, 3 story, 56-unit Hotel and Suites.

5. "Project Area" – The Project Area is located within the boundaries of Morgan City in Morgan County. The exact boundaries of the Project Area are specifically and legally described in the Plan.

6. "Project Area Plan and Budget" (the "Plan") – This Amended Agreement is subject to the provisions of the Plan, as adopted on July 14, 1992 and renewed on December 11, 2018, by the RDA and Redevelopment Board in accordance with State Law.

7. "Reimbursement" has the meaning set forth in Article 3, Section 1.a.

8. "Acquisition Date" means the date the purchase of the Project is completed and closed, which shall not be later than December 31, 2024.

9. "Tax Increment" means the tax increment received and retained by the City from the ad valorem taxes collected within the RDA Project Area, as defined by State Law (Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, 17C *et seq*, Utah Code Annotated as amended (the "**Act**").

10. "Tax Increment Grants" means tax increment grants as provided in Article 3, Section 1.b.

11. "Termination Date" means (i) February 15, 2025, or (ii) the date the Tax Increment Grants have been paid as provided herein, to Hotel.

ARTICLE 2 - DEVELOPMENT

1. Purchase of the Project.
Hotel shall purchase the project no later than the Acquisition Date. The City shall not be a party to any contract for purchase and shall not be a third-party beneficiary of any such contract.

    a. Hotel shall begin Full Operation of the Hotel on or before ~~December 31, 2024~~January 15, 2025.

    b. Hotel shall operate the Project in conformity with all applicable laws; provided, however, that nothing herein shall limit the right of the Hotel to properly challenge any such law or the applicability of such law.

ARTICLE 3 - INCENTIVES

1. In order to encourage Hotel to continue the successful operation of the Project, the RDA agrees to pay Hotel the Incentive as follows:

    a. The RDA hereby pledges and agrees to pay to Hotel, following the purchase and upon full operation of the hotel, the maximum amount of Seven Hundred and Seventy-Five Thousand Dollars ($775,000.00), payable annually in installments solely from the Tax Increment ("**Tax Increment Grants**"). Payments of Tax Increment Grants are expected to commence on February 15, 2025, and shall continue on each subsequent February 15th (the "**Payment Date**") until the Termination Date. The amount of the Tax Increment Grant for each year shall be up to and aggregate of (i) One Hundred and Seventy Five Thousand Dollars ($175,000.00) upon signing of this Amended Agreement and (ii) One Hundred and Seventy Five Thousand Dollars ($175,000.00) on February 15, 2025, One Hundred and Fifty Thousand Dollars ($150,000.00) on February 15, 2026, One Hundred and Fifty Thousand Dollars ($150,000.00) on February 15, 2027, and One Hundred and Twenty Five Thousand Dollars ($125,000.00) on February 15, 2028. The annual Tax Increment Grants are conditioned upon Hotel "operating" the Hotel as of the December 1st prior to the applicable Payment Date. For purposes of this Amended Agreement,

"operating" shall mean that the Hotel is open for business and accepting guest reservations; provided, however that, the Hotel shall not be deemed non-operational in the event of closures, (i) caused by a force majeure event and not deemed to be permanent, or (ii) due to renovations, upgrades, repairs or maintenance so long as such closure does not exceed twelve (12) months. Hotel is responsible for making the property tax payments for the Hotel and if at any time the tax payments become delinquent no Tax Increment Grant payment will be made by the RDA.

b. The RDA has no obligation to remit to Hotel, the Tax Increment Grant unless and until the following conditions precedent are all satisfied: (i) The Hotel is operated as a national mid-grade brand i.e., Comfort Inn or similar; (ii) Hotel has conveyed approximately 12,008 square feet of property identified in Exhibit "A" to the RDA; and (iii) Hotel has commenced and continues to commence, operations of the Hotel for each year in which the Tax Increment Grant is received~~; (iv) the RDA has received actual payment of the Tax Increment intended for the Hotel for that year under the approved Budget~~. The RDA is not obligated to pay to Hotel in any one year, more than Hotel's Tax Increment Grant attributable to the immediately preceding tax year.

c. During the term of this Amended Agreement, Hotel and any successors in interest agree to pay, prior to delinquency, all real property and other ad valorem taxes and assessments assessed against any portion of the Site or Improvements thereon or any other property, including personal property, located within the Site. Hotel must remove, or must have removed, any levy or attachment made on the Project or any portion thereof, or must assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder.

d. ~~If the provisions of Utah law which govern the payment of Tax Increment to the RDA are changed or amended so as to reduce or eliminate the amount paid to the RDA under the approved Budget, the RDA's obligation to pay Hotel annually Hotel's Tax Increment Grant, as applicable, will be proportionately reduced or eliminated. Hotel specifically reserves and does not waive any right it may have to challenge the constitutionality of any law change(s) that would reduce or eliminate the payment of Tax Increment to the RDA at Hotel's sole cost. Hotel acknowledges, understands and agrees that the RDA is under no obligation to challenge the validity, enforceability or constitutionality of a change(s) in law that reduces or eliminates the payment of Tax Increment to the RDA, or to otherwise indemnify or reimburse Hotel for its actions to independently do so.~~

de. If a court of competent jurisdiction declares that the RDA cannot receive Tax Increment, invalidates the Project Area, or takes any other action which eliminates or reduces the amount of Tax Increment paid to the RDA, the RDA's obligation to annually pay Hotel, Hotel's Tax Increment Grant in accordance with this Amended Agreement will be proportionately reduced or eliminated.

ef. In the event a dispute arises as to the person or entity entitled to receipt of Tax Increment under this Amended Agreement due to a claimed assignment or claimed successor in interest to the Tax Increment or otherwise, the RDA may withhold payment of Tax Increment Grant until the dispute is resolved either by agreement or by a court of competent jurisdiction. The RDA shall be entitled to deduct from its payment of Tax Increment any costs or expenses, including reasonable attorney's fees, incurred by the RDA due to the dispute.

fg. To qualify to receive the Tax Increment Grant payments set forth herein, Hotel shall fulfill all of the obligations in this Amended Agreement. Failure to fulfill any obligation shall be considered a material breach and termination of the Tax Increment Grant payments.

ARTICLE 4 - EVENTS OF DEFAULT; REMEDIES

1. The term "Event of Default" shall mean, failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Amended Agreement.

2. Whenever any Event of Default occurs, the non-defaulting party may take any one or more of the following actions after provision of thirty (30) days' written notice by the non-defaulting party to the defaulting party of the Event of Default , but only if the Event of Default has not been cured within said thirty (30) days or if the Event of Default cannot be cured within thirty (30) days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured as soon as reasonably possible:

    a. Suspend its performance under the Amended Agreement until the non-defaulting party receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under the Amended Agreement.

    b. Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Amended Agreement or to enforce performance and observance of any obligations, agreement, or covenant of the defaulting party under this Amended Agreement.

3. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Amended Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4. In the event any agreement contained in this Amended Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 - MISCELLANEOUS

1. Hotel represents and agrees for themselves and their successors and assigns that during the term of this Amended Agreement Hotel will not assign or transfer or attempt to assign or transfer all or any part of this Amended Agreement, or any rights herein or obligations hereunder, without the prior written consent of the RDA, which consent shall not be unreasonably withheld. The assignment or delegation of this Amended Agreement without the prior written consent of the RDA is a material breach of this Amended Agreement and relieves the RDA of any obligation to Hotel under this Amended Agreement. As a condition of the RDA's approving an assignment of this Amended Agreement by Hotel the RDA may, among other things, require the proposed assignee to execute an acknowledgement of its acceptance to perform all duties and obligations of Hotel under this Amended Agreement.

2. In the absence of a specific written agreement by the City and RDA, no assignment or transfer of this Amended Agreement, in whole or in part, or approval of this Amended Agreement by the City and the RDA, relieves Hotel from any obligation under this Amended Agreement. All of the terms, covenants, and conditions of this Amended Agreement are and will remain binding upon and inure to the benefit of Hotel and their successors and assigns.

3. Notwithstanding anything in this Amended Agreement to the contrary, any attempt by Hotel or their successors in interest to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to exempt any of the real or personal property within the Project Area from *ad valorem* property taxation without the prior written consent of the RDA constitutes a material breach of this Amended Agreement and will entitle the RDA, in its sole discretion, to terminate this Amended Agreement and cease further payments of Hotel's Tax Increment Grant under this Amended Agreement to Hotel or their successors or assigns.

4. Neither party shall be considered in default under this Amended Agreement if their performance is delayed by damage or destruction by fire or other casualty, condemnation, strike, lock-out, civil disorder, war, shortages or delays in delivery of equipment, materials or fuel, Acts of God or unusual weather conditions or other causes beyond such party's reasonable control, and the time for performance of obligations shall be extended by one day for every day of such delay.

5. All notices under this Amended Agreement shall be in writing. Notices shall be deemed properly given if personally delivered or if sent by a nationally recognized "overnight" courier service such as UPS, to the addresses set forth below:

If to the City or RDA:

City of Morgan
Morgan City Redevelopment Agency
Attn: Ty Bailey, City Manager
90 West Young Street
PO Box 1085
Morgan, UT 84050

If to REVABA MORGAN LLC:

REVABA MORGAN LLC
Attn: Victor Soni
2177 West North Temple
Salt Lake City, UT 84116

Notices shall be deemed given on the date of delivery (if personally delivered) or (if delivered via "overnight" courier service) on the first business day after being given to the courier service with all charges prepaid.

6. This Amended Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, without regard to the conflicts of provisions of Utah law.

7. This Amended Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous verbal understandings between the parties concerning the Project. This Amended Agreement may be amended only by a written document executed by both parties hereto.

8. In the event that any term or provision of this Amended Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent that the remainder can be given effect without the unenforceable provision.

9. The City hereby represents and warrants that the City has undertaken all steps and procedures required by City Ordinance and State Law to enter into this Amended Agreement, including the due and proper adoption of a Resolution specifically authorizing the City to enter into this Amended Agreement. The City has followed, and

will continue to follow, all necessary procedures and will take all such further actions as may be necessary under City Ordinances and State Law to fulfill its obligations under this Amended Agreement.

10. Hotel represents and warrants that Hotel has full power and authority to enter into this Amended Agreement, and that the person executing this Amended Agreement on behalf of Hotel has been duly authorized to do so.

11. It is understood and agreed that this Amended Agreement shall not create for either party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Amended Agreement contemplate or intend that any benefits hereunder accrue to any third party.

12. All Exhibits to this Amended Agreement are incorporated herein by this reference.

13. This Amended Agreement is not intended and shall not be construed as to create a partnership, employment, joint venture or agency relationship between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement effective as of the date first set forth above.

HOTEL:

REVABA MORGAN LLC

By: _____
Name: _____
Title: Managing Member

Date: _____

STATE OF _____)
: ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this _____ day of _____, 2024, personally appeared _____, to me known to be the _____ of REVABA MORGAN LLC, who executed the foregoing Amended Agreement, for and on behalf of REVABA MORGAN LLC, being duly authorized to do so.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
NOTARY PUBLIC

CITY:

MORGAN CITY CORPORATION

By: _____
Name: Steve Gale
Title: Mayor

ATTEST:

_____
Denise Woods, City Recorder

RDA:

MORGAN CITY REDEVELOPMENT AGENCY

By: _____
Name: Steve Gale
Title: Chair

ATTEST:

_____
Denise Woods, Agency Secretary

APPROVED AS TO FORM:

_____
Gary R. Crane, City Attorney

EXHIBIT "A"

MAP AND LEGAL DESCRIPTION FOR PARCEL E

PARCEL E BOUNDARY DESCRIPTION – PART OF SERIAL NO. 05-402-01

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (BASIS OF BEARING);
THENCE NORTH 58°00'00" WEST 246.00 FEET ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL STREET, BEING 100 FEET DISTANT PERPENDICULAR FROM THE CENTERLINE OF THE U.P.R.R. WEST BOUND MAIN LINE,
THENCE SOUTH 32°00'00" WEST 196.00 FEET;
THENCE NORTH 58°00'00" WEST 87.00 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH 58°00'00" WEST 38.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 32°00'00" WEST 69.50 FEET;
THENCE NORTH 58°00'00" WEST 97.36 FEET;
THENCE NORTH 32°00'00" EAST 49.27 FEET;
THENCE 79.67 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE BEGINNING OF WHICH BEARS SOUTH 71°09'58" WEST 122.50 FEET
FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 37°15'42" AND A CHORD BEARING NORTH 00°12'11" WEST 78.27 FEET;
THENCE SOUTH 58°00'00" EAST 19.07 FEET;
THENCE SOUTH 32°00'00" WEST 15.50 FEET;
THENCE SOUTH 58°00'00" EAST 51.99 FEET TO AN EXISTING BUILDING AS DESCRIBED IN BK. 203 PG. 1015 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 32°05'58" WEST 7.82 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°54'09" EAST 32.36 FEET ALONG SAID EXISTING BUILDING;
THENCE NORTH 32°05'56" EAST 7.88 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 58°00'00" EAST 73.65 FEET TO A NAIL AND WASHER;
THENCE SOUTH 32°00'00" WEST 30.50 FEET TO THE POINT OF BEGINNING;

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 12,008 sq.ft. 0.28 acres

Outlook

summary of subdivision ordinance

From Jake Young <jake@citidesign.us>
Date Fri 12/6/2024 10:09 AM
To Denise Woods <dwoods@morgancityut.org>; Gary Crane <gcranelaw@gmail.com>; Teresa Shope <tshope@morgancityut.org>

Denise,

Here is a summary of the ordinance changes.

The subdivision definitions have been moved to 10.04 to keep most land use definitions in the same location within the City Code.

This updated subdivision ordinance for Morgan City aligns with Utah State Code Title 10, Chapter 9a, Part 6, which mandates that land use decisions, including subdivision approvals, be made by designated land use authorities rather than the City Council. To comply with this requirement, Morgan City's ordinance specifies that preliminary plats for subdivisions with six or more lots are approved by the Planning Commission. Five lots or less are approved by the Administrative Land Use Authority (designated staff and professionals). Final plats, regardless of the subdivision size, are reviewed and approved by the Administrative Land Use Authority, as identified in the city code. This update ensures a streamlined, legally compliant process for subdivision approvals while maintaining oversight and adherence to city planning objectives.

The ordinance update was designed to ensure transparency, efficiency, and compliance with state law. By clearly delegating decision-making authority to the Planning Commission and Administrative Land Use Authority, the new code corresponds with state law. This approach enhances consistency in land use decisions, ensures expertise in the review process, and reinforces Morgan City's commitment to adhering to state-mandated procedures for managing subdivision approvals.

--
Thank you, Jake

Jake Young, AICP, PLA
Community Planning | Landscape Architecture | Development
Office: 8018957144
Cell: 4358906287

CITI DESIGN

ORDINANCE 24-14

AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.04, SECTION 10.04.010 – DEFINITIONS; AMENDING TITLE 11 – SUBDIVISION REGULATIONS BY REPEALING CHAPTER 11.02 – GENERAL PROVISIONS, CHAPTER 11.04 – ADMINISTRATION AND ENFORCEMENT, AND CHAPTER 11.06 – DOCUMENT SUBMISSION AND REVIEW PROCEDURES; AND ENACTING CHAPTER 11.03 – GENERAL PROVISIONS TO AMEND REQUIREMENTS FOR PROCESSING LAND USE APPLICATIONS AND ESTABLISH COMPLIANCE AND CONSISTENCY WITH UTAH STATE CODE SECTION 10-9A-604.2; AND AMEND CHAPTER 11.08 – IMPROVEMENTS, RELATED TO CONSISTENCY FOR THE LAND USE APPLICATION PROCESS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Morgan City is proposing to modify the requirements for how preliminary and final subdivision plat applications for single-family, two-family, and townhomes are reviewed and processed to comply with Utah State Code 10-9a-604.2; and

WHEREAS, Morgan City is also proposing to modify requirements for how all land use applications are reviewed and processed to maintain consistency across land use applications; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendations and has received pertinent information in the public hearing regarding the proposal; and

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council has determined that these amendments are rationally based, reasonable, and consistent with the intent of the City's General Plan, which is in furtherance of the general health, safety, and welfare of the citizens of Morgan City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MORGAN, UTAH:

SECTION 1. Repealer. If any provisions of the Morgan City Code heretofore adopted are inconsistent herewith are hereby repealed.

SECTION 2. Enactment. Amendment to Title 10, Chapter 10.04, Section 10.04.010 - Definitions, is hereby amended as follows:

Chapter 10.04 DEFINITIONS

10.04.010 DEFINITIONS

For the purposes of this title, the following terms and words and their derivations shall have the meaning as given herein. When not inconsistent with the context, words used in the present tense include the future; words in the singular number include the plural, and the plural the singular. "Shall" is always mandatory. Words not included herein, but which are defined in the building code, shall be construed as defined therein. Words which are not included herein or in the building code shall be given their usual meaning as found in an English dictionary, unless the context of the words clearly indicates a different meaning.

Definitions of words applicable particularly to certain chapters may be included in those chapters.

ACCESS POINT: A two-way street into a subdivision or development that provides unrestricted access to residents, the public, and emergency services. This definition does not prohibit a gated community entrance that is designed to service residents, guests, and the general public.

ACCESSORY BUILDING: See definition of Building, Accessory.

ACCESSORY, RESIDENTIAL APARTMENT: A secondary dwelling unit, either in, added to, or unattached from an existing single-family detached dwelling, for use as a complete, independent living facility for a blood relative.

ACCESSORY, RESIDENTIAL DWELLING: A dwelling unit accessory to a nonresidential use located on the same premises, to be used solely for persons employed on the premises.

ACCESSORY STRUCTURE: See definition of Structure, Accessory.

ACCESSORY USE: A use that: a) is clearly incidental to and customarily found in connection with a principal or main use; b) is subordinate to and serves a principal or main use; c) is subordinate in extent, area or purpose to the principal or main use; d) is located on the same lot as the principal or main use; and e) contributes to the comfort, convenience or necessity of occupants, businesses or industries of the principal or main use. Home occupations shall be considered an accessory use.

AGRICULTURE: A farming activity limited to the tilling of the soil, raising of crops, horticulture and gardening. The definition does not include any commercial activity or raising of animals or fowl.

ALTERED: Any change in the construction of, or addition to, a building, which would permit an increase in capacity, or a change of use.

ALTERED, STRUCTURALLY: Any change in the supporting members of a building, such as bearing walls, columns, beams or girders.

AMUSEMENT ARCADE: An establishment offering coin operated electronic games, shooting galleries, table games, and similar recreational diversions within an enclosed building.

AMUSEMENT, COMMERCIAL/INDOOR: Any place of amusement conducted wholly within a completely enclosed building.

AMUSEMENT, COMMERCIAL/OUTDOOR: Any place of amusement not conducted wholly within a completely enclosed building.

APPLICANT: The owner of land proposed to be subdivided or such owner's duly authorized agent. Any agent must have written authorization from the owner.

ARCHITECTURAL AND INTEGRAL PART: Any portions of, appendage to, or part of the general building layout of a main use planned for and/or constructed within the buildable area of a lot; and which is a functional part thereof; and which may be a structural part of or a detached accessory structure separated from the main building by a court not less than six feet (6') in width; and which is of the same general design or style and comparable in excellence of quality and construction to the main building.

AUTO REPAIR, MAJOR: A building or premises used for the repair of any passenger auto, pickup truck, semi tractor, recreational vehicle or similar vehicle where the repair includes, but is not limited to, the rebuilding of engines, transmissions or differentials.

AUTO WRECKING, SALVAGE YARD: See also definition of Junkyard. Any lot, portion of lot or tract of land used for the storage and keeping of salvage, including scrap metals or other scrap material, or for dismantling or demolition of automobiles or equipment, machinery or parts thereof; provided, that this definition shall not be deemed to include such uses which are clearly accessory and incidental to any agricultural use permitted in the district.

BED AND BREAKFAST: A dwelling having one kitchen and used for the purpose of providing meals and/or lodging for pay or compensation on a temporary basis.

BLOCK: Land surrounded by streets and other rights of way other than an alley, or land which is designated as a block on any recorded subdivision plat. The block length does not include public right-of-way or streets.

BOARDING HOUSE, ROOMING HOUSE: A dwelling having one kitchen and used for the purpose of providing meals and/or lodging for pay or compensation of any kind for three (3) or more persons.

BOND AGREEMENT: Means and escrow agreement, cash bond or financial institution bond, required by the City to guarantee the proper completion of landscaping or an infrastructure improvement required as a condition precedent to recording a subdivision plat. All bonds shall be on forms approved by the City Attorney, wherever a bond is required pursuant to this title.

BUILDABLE AREA: That portion of a building lot not included within any required yard or open space upon which a main building may be located. Buildable areas must be defined on subdivision plats in areas of thirty percent (30%) slope or less. "Buildable area" does not include any portion of a "special flood hazard area" as defined in the federal insurance rate map of Morgan City.

BUILDING: Any structure having a roof supported by columns or walls, intended or used for the shelter, housing or enclosure of any person, animal or property of any kind.

BUILDING, ACCESSORY: A building that:

A. Is clearly incidental to and customarily found in connection with a principal or main building;

B. Is subordinate to and serves a principal or main building;

C. Is subordinate in area, extent or purpose to the principal or main building served;

D. Is located on the same lot as the principal or main building served; and

E. Contributes to the comfort, convenience or necessity of the occupants, businesses or industries in the principal or main building.

BUILDING, ATTACHED: An addition to the main structure that is tied together with a common roofline, and access to the addition is obtainable from inside the main structure.

BUILDING, DETACHED: A freestanding building with open space on all four (4) sides.

BUILDING HEIGHT: The vertical distance from the average finished grade surface at the building wall to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or the mean height level between eaves and ridge for gable, hip or gambrel roofs.

BUILDING LOT: See definition of Lot, Building.

BUILDING, MAIN: The principal building or one of the principal buildings upon a lot, or the building or one of the principal buildings housing the principal use upon the lot. This also includes all of the appendages to a principal building constructed as an architectural and integral part thereof.

BUILDING OFFICIAL: The Morgan City building official.

BUILDING, PUBLIC: A building owned and operated or owned and intended to be operated by a public agency of the United States of America, or the state of Utah or any of its subdivisions, including counties and municipalities in connection with a public use. It shall not be construed to mean buildings for use as warehouses, public garages and equipment sheds.

BUILDING, RESIDENTIAL: Building shall mean any one- and two- family dwelling or portion thereof, including townhouses, that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking or eating purposes, or any combination thereof, and shall include accessory structures thereto.

CARPORT: A private garage not completely enclosed by walls or doors.

CHILDCARE CENTER: A childcare facility which regularly provides custodial care for six (6) or more children during the part of any day.

CHILDCARE HOME: A childcare facility operated on a residential premises.

CHURCH OR TEMPLE: A building, together with its accessory buildings and uses, where persons regularly assemble for worship, which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

CITY: Morgan City, Utah, a municipal corporation.

CITY COUNCIL: The City Council of Morgan City.

CITY PLANNER: The City Planner employed by or officially representing the City.

CIVIC GREEN: A community gathering place such as a square, plaza, or functioning grass gathering area. Outdoor activities and community gatherings may occur in Civic Green.

CLINIC, DENTAL AND MEDICAL: A building in which a group of physicians, dentists and allied professional assistants are associated for the carrying on of their professions, including a dental or medical laboratory. "Clinic" does not include inpatient care or operating rooms for major surgery.

COLLECTOR STREET: See definition of Street, Major Collector or Street, Minor Collector.

COLLEGE: An independent institution of higher learning offering a course of general study.

COMMON GREEN: Property within a Homeowners Association (HOA) that is owned by the HOA and available for gatherings, recreation, and open space uses. All HOA members have access to Common Green. Landscaping around buildings and streets is not part of a Common Green unless associated with a larger gathering land area.

COMMUNITY USE: The uses which have the primary purpose of serving the educational, recreational, religious or governmental needs of the community in general. Such uses may include churches, public and private educational institutions, private nonprofit recreation grounds, public parks, public buildings, public faculties, cemeteries and other similar uses. This definition shall not include such uses as detention facilities, halfway houses, alcohol rehabilitation centers and other similar uses.

COMPLETE APPLICATION: An application that meets all the requirements of the applications, City ordinances, City standards, and requirements of the Planning Department and City Engineer.

CONCEPT PLAN: A sketch or concept drawing submitted before the preliminary plat application will enable the potential subdivider to receive guidance from the Design Review Committee in a pre-application meeting regarding the requirements for subdivisions within the City.

CONDITIONAL USE: A use that is not authorized as a permitted use in a particular zoning district, but which use may be allowed with conditions, or denied based upon compliance with standards and criteria set forth in this title for those uses.

CONDOMINIUM: The ownership of a single unit in a multiple unit project or structure which may be combined with an undivided interest in the common areas and facilities of the property and meeting all requirements of the condominium ownership act of the state of Utah.

CONVENIENCE STORE: A building that contains less than five thousand (5,000) square feet and is primarily engaged in the provision of frequently needed, day-to-day retail goods, including, gasoline, food and nonfood products.

CORNER LOT: See definition of Lot, Corner.

CROSS ACCESS: Legal access to adjacent property.

CUL-DE-SAC: See definition of Street, Cul-De-Sac.

DAIRY: A farming operation for the production of milk in commercial quantities and which is regularly inspected by the state department of agriculture or its cooperating agencies. It includes the raising of the natural increase to the dairy herd, but does not include the feeding and fattening of livestock for slaughter in conjunction therewith.

DAIRY PROCESSING PLANT: A commercial establishment for the manufacture, processing or distribution of dairy products.

DAYCARE CENTER: See definition of Childcare Center.

DAYCARE HOME: See definition of Childcare Home.

DESIGN REVIEW COMMITTEE: Committee of City Staff, emergency service personnel, Utility Agencies, and Consultants who review land use applications and approve plans.

DEVELOPER: As the case may be, either: a) an applicant for subdivision approval; b) an applicant for a building permit or another permit issued; or c) the owner of any right, title, or interest in real property for which subdivision approval or site plan approval is sought.

DEVELOPMENT ACTIVITY:

A. Any construction or expansion of a building, structure, or use that creates additional demand and need for public facilities;

B. Any change in use of a building or structure that creates additional demand and need for public facilities; or

C. Any change in the use of land that creates additional demand and need for public facilities.

DISABLED PERSON: A person who has a severe, chronic disability attributable to a mental or physical impairment or to a combination of mental and physical impairments, which is likely to continue indefinitely, and which results in a substantial functional limitation in three (3) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, or economic self-sufficiency; and who requires a combination or sequence of special interdisciplinary or generic care, treatment or other services that are individually planned or coordinated to allow the person to function in, and contribute to, a residential neighborhood.

DWELLING: Any building or portion thereof which is designed for residential purposes; except hotels, apartment hotels, boarding houses, rooming houses, tourist courts, and mobile homes when not connected to public utilities. A mobile home will be considered a "dwelling" when it is connected to public utilities and the occupants thereof make meals and sleep within the confines of the mobile home.

DWELLING, MULTIPLE-UNIT: A building containing three (3) or more dwelling units.

DWELLING, SINGLE-FAMILY ATTACHED: A dwelling sharing a common wall or walls, but located on an individual lot.

DWELLING, SINGLE-FAMILY DETACHED: A building designed for and occupied exclusively by one family on a separate lot and not sharing any common wall.

DWELLING, TWO-FAMILY: Two (2) dwellings sharing a common wall or walls and located on one lot.

DWELLING UNIT: A single unit providing complete, independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT: A present or future right of use under, on, or above the surface of property by a person or agency other than the legal owner of the property.

ELDERLY PERSON: A person who is sixty-two (62) years of age or older.

FAMILY: Any number of individuals, related by blood, marriage or adoption, and domestic servants for such family, or a group of not more than five (5) persons who are not so related, living together as a single nonprofit housekeeping unit doing their own cooking.

FAMILY FOOD PRODUCTION: The production of food through gardening or horticulture, for the sole use of the family occupying the premises. The raising of animals or fowl is not included in this definition.

FARM ANIMALS: The keeping of animals and fowl such as commonly used for food or fiber production or as a beast of burden, for commercial purposes or for pleasure. The density allowed in various zones is contained in MCC 10.16.

FARM INDUSTRY: The keeping and raising of farm animals and/or fowl for domestic or commercial use, such as fur farms, livestock feed yards, pig farms, dairy farms, stables, ranches, and similar uses, and accessory uses thereto.

FAST FOOD EATING ESTABLISHMENT: Any establishment where foods or beverages are prepared for consumption, and consumption occurs in either the building, on the premises or within a motor vehicle parked thereon, or off premises.

FEMA: An acronym for the federal emergency management agency.

FLAG LOT: See definition of Lot, Flag.

~~FLOODPLAIN: Any land area subject to being inundated by water from any source. Floodplain areas are generally defined as "100-year flood areas", as defined in the federal insurance rate map of Morgan City.~~

FLOOD, 100-YEAR: A flood having a one percent (1%) chance of being equaled or exceeded in any given year.

FLOOD, 10-YEAR: A flood having a ten percent (10%) chance of being equaled or exceeded in any given year.

FLOODPLAIN: Land that:

A. Is within the 100-year special flood hazard area designated by the Federal Emergency Management Agency; or

B. It has not been studied or designated by the Federal Emergency Management Agency, but it presents a likelihood of experiencing chronic flooding or a catastrophic flood event from any flood source.

FLOOR AREA: The sum of the gross horizontal area of the several floors of the building or buildings, measured from the exterior faces of the exterior walls.

FOSTER HOME: A dwelling unit where minor children, not related by blood, marriage or adoption, are cared for and furnished board and room, with or without compensation, on a continuing basis.

FRATERNAL AND BENEVOLENT SOCIETY: A chartered, nonprofit social club or lodge with or without dining faculties and cocktail lounges composing a branch of a fraternal order or society such as Elks, Masons, American Legion, Eagles, Optimists, Odd Fellows, Kiwanis, Rotary, and other similar nonprofit fellowship organizations which are open only to members and their duly authorized guests.

FRONT YARD: See definition of Yard, Front.

FRONTAGE: The distance between the two (2) side lot lines of a parcel measured along the street, or streets of a corner lot, which the parcel is allowed to access. State or federal highways, to which no access is allowed, shall not be considered as frontage. For the purposes of this title, neither temporary turnarounds nor dead ends of roadways shall be used as frontage.

FUR FARM: The raising of any animal for the purpose of producing pelts to be sold commercially, or the raising of breeding stock for such commercial fur pelts, including, but not exclusive of, otters, fox, mink, rabbit, lynx, and chinchilla.

GARAGE, PRIVATE: An attached or detached building, accessory to a dwelling on the premises, designed or used for the storage of private passenger automobiles owned and used by the occupants of the building to which it is accessory. A private garage designed and constructed as an architectural and integral part of the main building shall be subject to all the requirements of this title applicable to main buildings.

GARAGE, PUBLIC: A building or portion thereof, other than a private garage, designed or used for the storing, servicing, repairing, equipping, hiring or selling of motor driven vehicles.

GARAGE SALE OR YARD SALE: Sale of personal belongings in a residential zone, which sale is conducted by a legal resident of the premises.

GASOLINE, RETAIL: A building or premises used for the sale of gasoline and limited amounts of other oil products. Such premises may also include the sale of food products.

GENERAL PLAN: The comprehensive, long-range General Plan for proposed future development of land in the City, as provided in Utah Code Annotated Section 10-9a-401 et seq., as amended.

GRADE, FINISHED SURFACE: The average level of the finished surface of the ground adjacent to the front setback line of a building or structure; and, on a corner lot, the average level of the ground adjacent to and measured along all front setback lines of the building. Where a lot has no frontage on a public street, the average level of the finished ground surface adjacent to and measured along all exterior walls shall be the finished surface grade.

HARD SURFACE: An impermeable, dust free surfacing such as concrete or asphalt.

HOME FOR THE ELDERLY: A service providing ambulatory care for more than eight (8) elderly persons.

HOME OCCUPATION: A nonresidential activity, conducted entirely within a dwelling unit, which is clearly incidental and secondary to the use of the dwelling for residential purposes. (See MCC 10.16.030.)

HORSES FOR PRIVATE USE: Horses kept and maintained as an accessory use to a dwelling for the pleasure and use of the occupants thereof, and not to be used for commercial purposes.

HOSPITAL: An institution licensed by the state of Utah providing inpatient health services for human beings, and primarily medical or surgical care of the sick or injured, and such other services and accessory uses as normally provided for its administration and operation.

HOTEL: A building containing guestrooms in which lodging is provided for compensation to transient or permanent guests, or both, and where no provision is made for cooking in the guestrooms, and in which commercial services may be provided for guests.

HOUSEHOLD PETS: Animals and fowl, which are customarily allowed in the home for the sole pleasure and enjoyment of the occupants, but not raised or kept for commercial purposes, or for food.

INDUSTRIAL: See definition of Manufacturing.

INFILL DEVELOPMENT: Development of land that has been bypassed, remained vacant, and/or is underused because of current market conditions. Infill development is not on the perimeter of the city, located near outer annexation areas, and upper hillsides.

INTERIOR LOT: See definition of Lot, Interior.

JUNK: Any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, disposal or other use or disposition. "Junk" includes, but is not limited to, tires, furniture, tools, paper, bags, plastics, cordage, scrap iron or other metal, glass, building materials, machinery and appliances, or parts thereof, brush, wood and lumber, solid waste, and vehicles and parts thereof.

JUNKYARD: An open area where junk or used or secondhand materials are bought, sold, exchanged, stored, processed or handled. An automobile wrecking yard or a salvage yard is also considered a junkyard (see definition of Auto Wrecking, Salvage Yard).

KENNEL, BOARDING[1]: Any lot or premises on which three (3) or more dogs at least four (4) months old are kept for a fee.

KENNEL, PRIVATE[2]: Any developed lot or premises on which three (3) or more dogs at least four (4) months old are kept.

LAND USE APPLICATION: A land use applicant is required to obtain a land use decision for subdivisions, rezones, site plan approval, and other act changing or enacting the legal use of the land.

LAND USE AUTHORITY: A person, board, commission, agency, or body, designated by the local legislative body to act upon a land use application.

LANDSCAPING: The installation of living plant materials (i.e., lawn, ground cover, annual and perennial flowering plants, vines, shrubs and trees) planted directly on the property and kept free from all hard surfaces. The use of water (i.e., pools, fountains, falls and streams) and sculptures are also included as landscape design materials.

LIVE-WORK UNIT: An owner occupied single-family home used jointly for commercial/office and residential purposes where the commercial or office use of the space is secondary or accessory to the primary use as a single-family residential dwelling.

LOT: A tract of land, regardless of any label, created by and shown on a final subdivision plat that has been recorded in the county recorder's office. Lots shall have essential facilities on the property at the time of recording. This is further understood to mean that utilities available at the street are extended into the lot. Lots must meet the minimum size and dimension standards established for the applicable zone at the time of recording.

LOT, BUILDING: A parcel of land which is of such dimensions as to comply with the minimum requirements of this title for area, width and depth applicable to the zone in which it is located, and having frontage on a public or approved private street. Said street shall be extended the full required frontage of the lot and improvements installed as required by the city. No lot shall utilize any part of the temporary end or dead end of a street for frontage.

LOT, CORNER: A building lot situated within a corner created by the intersecting lines of a street or streets.

LOT DEPTH FOR INSIDE LOTS: The distance from the front lot line and rear lot line as measured from the centerline.

LOT DEPTH FOR MULTI-FRONTAGE AND CORNER LOTS: The horizontal distance between opposite boundaries of the lot measured along the centerline thereof.

LOT, DOUBLE FRONTAGE: Any building lot which has both the front and rear yard line bounded by a street. This does not normally include corner lots.

LOT, FLAG: An "L" shaped lot comprised of a staff portion contiguous with the flag portion thereof, the minimum width of the staff being twenty feet (20') per flag lot and the maximum length determined by the Morgan City/county fire department.

LOT, INSIDE GORE SHAPED: A lot where lot lines converge towards the rear, and the rear lot line width is less than half the required width for the applicable zone.

LOT, INTERIOR: Any building lot other than a corner lot.

LOT LINE, FRONT: Any street right of way line of record, or established by use, which forms one or more boundaries of a lot.

LOT LINE, FRONT FOR FLAG LOT: The front lot line of a flag lot shall be determined to be the lot line nearest to a dedicated public street and at the end of the staff.

LOT LINE, REAR, FOR CORNER LOTS: That interior lot line which has been designated as the rear lot line determined by the direction the house faces.

LOT LINE, REAR, FOR INTERIOR LOTS: The interior line lying opposite of the front lot line.

LOT LINE, SIDE, FOR CORNER LOTS: All interior lot lines for multi-frontage lots; for other corner lots, that interior lot line which has been designated as the side lot line by the lot owner.

LOT LINE, SIDE, FOR INTERIOR LOTS: Those interior lines lying opposite each other, running between the front and rear lot lines, or in the case of a multi-frontage lot, those interior lines which run between the two (2) front lot lines.

LOT, MULTI-FRONTAGE: Any building lot, the centerline of which intersects two (2) front lot lines and which has no rear lot line.

LOT WIDTH FOR CORNER LOTS: The width of the lot as measured along both street frontages at the required setback.

LOT WIDTH FOR INTERIOR LOTS: The horizontal distance between the side lot lines measured along a line lying at right angles to the centerline of the lot at the point of the required setback.

MAIN BUILDING: See definition of Building, Main.

MANUFACTURED HOME: A home or other building of new construction without attached axles or wheels, which has been assembled fully, or in part, upon another site, or in a "factory", and moved to the site upon which it is to be permanently assembled by truck, timber, dolly or similar conveyance, and which is placed upon a permanent foundation in compliance with the provisions of the building code.

MANUFACTURING: The assembling, altering, converting, fabricating, finishing, processing, or treatment of a product. This word is used interchangeably with "industrial" throughout this title.

MASTER TRAFFIC AND TRANSPORTATION PLAN(S): That portion of the General Plan that defines the future alignments of streets and their rights-of-way, including maps or reports or both, which have been approved by the Planning Commission and City Council as provided in Utah Code Annotated Section 10-9a-401 et seq., as amended. This also includes additional TRANSPORTATION PLANS prepared by the City.

MASONRY: Stucco, brick or rock.

MINISTORAGE UNITS: Units to be used for dead storage of household goods.

MIXED USE: Allows for various land uses, often including commercial and residential, but not industrial/manufacturing.

MOBILE HOME: A detached dwelling designed for long-term occupancy and to be transported on its own wheels, or on a flatbed or other trailer or detachable wheels, and arriving at the site where it is to be occupied as a complete dwelling unit ready for occupancy except for connections to utilities and other minor work. Removal of such wheels or placing such dwelling unit on a foundation shall not remove such unit from classification as a mobile home. Excluded from this definition shall be those permanent dwelling structures that are constructed of component parts that are transported to the building site and which meet structural requirements of the building code, plumbing code, mechanical code and electrical code.

MOBILE HOME PARK: A parcel of land, not less than five (5) acres, designed to accommodate one or more mobile homes in a planned environment, with all public utilities available, for the purpose of permanent or long term residential dwelling.

MOBILE HOME PARK SERVICE BUILDING: A permanent structure housing laundry, office, sanitation, or other community facilities as required in mobile home parks for mobile home occupants.

MOTEL: A building or group of detached or connected buildings designed or used primarily for providing sleeping accommodations for automobile travelers and having a parking space adjacent to a sleeping room. An automobile court or a tourist court with more than one unit or a motor lodge shall be deemed a motel.

MULTIPLE-FAMILY DWELLING: See definition of Dwelling, Multiple-Unit.

NATURAL DRAINAGE COURSE: Those areas, varying in width, along streams, creeks, gullies, springs, or washes which are natural drainage channels.

NATURAL WATERWAYS: Those areas, varying in width, along streams, creeks, springs, gullies or washes which are natural drainage channels as determined by the City Council, or as shown on the City master drainage plan, or as designated by FEMA, in which no structure or building construction or placement is permitted.

NONCONFORMING BUILDING LOT: A parcel of land of record that was lawfully subdivided and in compliance with all laws at the time of division, and which no longer meets the minimum requirements for a building lot in the zone in which it is located because of a subsequent amendment to the applicable zoning ordinance.

NONCONFORMING BUILDING OR STRUCTURE: A building or structure, or portion thereof, lawfully constructed which does not now conform to all the height, area, setback and yard regulations prescribed in the zone in which it is located. This term shall also include any existing building or structure which is rendered nonconforming by virtue of annexation or subsequent amendment to this title.

NONCONFORMING USE: Any existing use of a building or land which was lawful at its inception and has continued without interruption but does not now conform with the use regulations of the district in which it is situated, or for which a conditional or special use permit is required but has not been issued. The term also includes any existing use of a building or land which is rendered nonconforming by a subsequent amendment to this title.

NONVIEW OBSTRUCTING: A fence, wall or hedge in which no more than twenty five percent (25%) of the plane formed by the wall or hedge obstructs view, excluding two feet (2') in height above finished grade.

NURSING HOME: Any residential development providing dwelling units with common dining, recreation, and medical or nursing facilities for elderly persons or people with physical disabilities. A nursing home must: 1) be licensed and staffed for skilled care; 2) contain common kitchen and dining facilities; 3) have call button monitoring systems; 4) have on premises physical therapy; and 5) have on premises personal services (library, educational, social and available transportation).

OFFICE, BUSINESS: A place intended for the conduct of administration or services by a business enterprise and in which no goods or merchandise are stored, displayed or sold.

OPEN SPACE: An open, landscaped area which is unoccupied and unobstructed by buildings or hard surfaces such as concrete or asphalt, except that such open space may be traversed by necessary sidewalks and access rights of way.

OWNER: Any person who alone, jointly or severally with others, or in a representative capacity (including, without limitation, an authorized agent, executor or trustee) has legal or equitable title to any property.

PARK: A playground or other area or open space providing opportunities for active or passive recreational or leisure activities.

PARK STRIP: The landscape area is between the sidewalks and curb/gutter.

PARKING LOT: An open area, other than a street, used for the temporary parking of automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

PARKING SPACE, OFF STREET: The space within a building, lot or parking lot but not within any portion of any public street right of way, for the temporary parking of one vehicle.

PERMITTED USE: A use of land for which no conditional use permit is required.

PERSON: An individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity, including a trustee, receiver, assignee or similar representative of any of the foregoing.

PERSONAL SERVICES: Establishments primarily involved in providing personal grooming and related services. This definition includes, but is not limited to, barbershops, beauty parlors, tailors, etc., but does not include laundries or dry cleaners.

PLANNED DWELLING GROUP: Two (2) or more detached buildings used as residences located on a lot that is in single ownership and having yards, courts, or facilities in common.

PLANNING COMMISSION: The planning commission of Morgan City, Utah. The planning commission acts as the administrative land use authority for preliminary subdivision plats.

PLANNING DEPARTMENT: The City's Planning personnel and designees assigned to conduct City planning and review of applications.

PLAT, FINAL: The final drawing of a subdivision and dedication prepared for filing with the county recorder which complies with applicable requirements set forth in this title and other titles of this code and provisions adopted pursuant thereto. Such plat shall also be in conformity with Utah Code Annotated Sections 10-9a-603, 17-23-17, or 57-8-13 et seq., as amended.

PLAT, PRELIMINARY: The initial formal plat of a proposed land division or subdivision showing information and features required by the provisions of this title.

PLOT PLAN: A plat of a lot drawn to scale, showing its actual measurements, the size and location of any existing buildings and buildings to be erected, and showing the location of the lot and abutting streets, and as further described in MCC 10.18.

PRECONSTRUCTION MEETING: The meeting held with the general contractor performing work, City staff, City consultants, utility companies and other invited participants having interest in the development. The Preconstruction Meeting is held after final plan approval and prior to construction activities.

PRESCHOOL CENTER: See definition of Childcare Center.

PRESCHOOL HOME: An educational facility operated on a residential premises, regularly providing an educational program for not more than twelve (12) children (including the operator's natural, adopted or foster children under 6 years of age) at any one time.

PROTECTION STRIP: A strip of land running parallel and adjacent to a public street and the abutting private property, created to control the access of property owners abutting the street until the adjacent owners share in the cost of infrastructure improvements.

PUBLIC BUILDING: See definition of Building, Public.

PUBLIC IMPROVEMENTS: Streets, curb, gutter, sidewalk, water and sewer lines, storm sewers, flood control facilities and other similar facilities which are required to be dedicated to the City in connection with subdivision, conditional use, or site plan approval.

PUBLIC RIGHT OF WAY: Any road, street, alley, lane, court, place, viaduct, tunnel, culvert or bridge laid out or erected as such by the public, or dedicated or abandoned to the public, or made such in any action by the subdivision of real property, and includes the entire area within the right of way.

PUBLIC WORKS STANDARDS: Standard drawings and specifications adopted by the City to be used for the construction of public improvements.

RADIO/TELECOMMUNICATION TOWER: A structure intended for transmitting or receiving television, radio or telephone communications which is primarily supported by its own foundation.

REAR YARD: See definition of Yard, Rear.

RESIDENTIAL DENSITY: The average number of dwelling units on one acre of land in a given area.

A. Net residential density is determined by dividing the total number of dwelling units in a defined area by the total acreage of all parcels of land within the area that are used exclusively for residential and accessory purposes.

B. Gross residential density is obtained by dividing all land in a defined area used for residences, streets, local schools, local parks, and local shopping facilities, into the total number of dwelling units in said area.

RESIDENTIAL FACILITY FOR ELDERLY PERSONS: A single-family or multiple-family dwelling unit that is or is not a business and offers primary care for any number of nonrelated elderly persons, and may include limited medical, recreational and commercial services, if such services are limited to residents and their guests.

RESIDENTIAL ZONE: All residential and agricultural zoning districts.

RESTAURANT:

A. Any establishment which provides as a principal use, foods and beverages prepared for consumption within the establishment and whose operation includes both of the following characteristics:

1. Customers are provided with an individual menu and are served their food or beverage by a restaurant employee at the same table or counter at which said items are consumed; and

2. The food and beverages are served on non-disposable plates or containers and non-disposable eating utensils are provided. A restaurant employee clears the table of trash.

B. Notwithstanding the above, a cafeteria where food and beverages are:

1. Generally consumed within the establishment; and

2. Served on non-disposable plates or containers with non-disposable utensils shall be included in this definition.

C. A restaurant may provide takeout service, provided such service is clearly not the principal business of the restaurant and the takeout function is totally conducted inside the building.

ROAD, PRIVATE: A thoroughfare, held in private ownership and controlled by one or more persons, firms or corporations, and used or held for use primarily as a means of access to adjoining properties.

ROAD, PUBLIC: See definition of Street, Public.

SCHOOL, COLLEGE, UNIVERSITY, PRIVATE OR QUASI-PUBLIC: A school operated by a private or quasi-public organization, or individual, which has a program similar to that provided in any public school in the state of Utah, except that such curriculum may include religious instruction. A private school may be a for profit or nonprofit organization. This definition shall not include commercial schools.

SCHOOL, COMMERCIAL: An establishment for the teaching of industrial, clerical, managerial or artistic skills. This definition applies to schools that are owned and operated privately and do not offer a complete educational curriculum.

SCHOOL, PUBLIC: An educational facility operated by a school district or other public agency of the state of Utah.

SECONDARY ACCESS ENTRANCE: See definition of Access Point.

SECONDARY RESIDENTIAL UNIT: A living unit subordinate and accessory to the main structure with living space found within or detached from the dwelling unit for family of the occupants of the main structure only.

SECONDARY STRUCTURE: See definition of Structure, Accessory.

SECONDARY WATER SYSTEM: Any system which is designed and intended to provide, transport and store water used for watering of crops, lawns, shrubberies, flowers and other nonculinary uses.

SECONDARY USE: Any use which is not a principal or main use or an accessory use thereto, which use is not customarily found in connection with the principal or main use.

SENSITIVE LANDS: Rivers, floodplains, natural drainage channels, drinking water source protection zones, hillsides, and other lands in the City that are to be protected to ensure that urban development in these sensitive areas be guided in a manner that will minimize the potential for flooding, erosion, and other environmental hazards and will protect the natural scenic beauty of the foothills and floodplain.

SERVICE STATION: A building or premises used for the sale of gasoline and oil products, including the servicing of motor vehicles and the retail sale and installation of tires, replacement parts and accessories in and upon such vehicles; but not including paint, body and frame repair, or rebuilding of engines, transmissions or differentials. Such premises may also include the sale of food products.

SETBACK: The shortest horizontal distance permitted in each zone, as set forth in this title, between the boundary lines of a lot and the building, structure or part thereof.

SIDE YARD: See definition of Yard, Side.

SIDEWALK: A passageway or pathway for pedestrians, excluding motor vehicles.

SINGLE-FAMILY DWELLING: See definition of Dwelling, Single-Family (Detached or Attached).

SOLID WASTE: Any discarded material that does not flow under stress.

SPECIALTY FOOD SHOP: A retail food store specializing in a certain food category. Examples would include: bakeries, butcher shops, confectioneries, delicatessens, health food stores and import shops.

STABLE, PRIVATE: A detached accessory building for the keeping of horses owned by the occupants of the premises and not kept for remuneration, hire or sale.

STABLE, PUBLIC: A stable other than a private stable.

STORY: That portion of a building, other than a cellar, included between the surface of any floor and the surface of the floor or ceiling next above.

STORY, HALF: A story with at least two (2) of its opposite sides situated in a sloping roof, the floor area of which does not exceed two-thirds (2/3) of the floor immediately below it.

~~STREET ARTERIAL: A street which serves the major movement of traffic in Morgan City, connecting to high use areas and limited access highways, such as I-84 and State Street.~~

STREET ARTERIAL: A street, existing or proposed, which supports traffic from collector streets and conveys traffic to freeways or interstate roads maybe identified on the Master Transportation Plan.

STREET, COLLECTOR: A street which provides for movement between arterial and local streets and direct access to abutting property.

STREET, CUL-DE- SAC: A minor terminal street provided with a turnaround.

STREET, DEAD END: An improved street or subsystem of streets with only one point of connection to the overall street system.

STREET, FREEWAY: A street with a fully controlled access designed to link major destination points. A freeway is designed for high-speed traffic with a minimum of four (4) travel lanes, and is owned by the state of Utah.

STREET, HALF: The portion of a street within a subdivision comprising sufficient right-of-way for the following: the full standard pavement width, curb, gutter, park strip, and sidewalk on one side. Half streets shall also include the full utilities with service laterals extended to one side of the road. Half streets are only to be used in locations where the property adjacent to the opposite side of the street is not developed, has the potential to be developed and is not owned by the developer.

~~STREET, LOCAL: A street which provides for direct access to abutting land and for local traffic movement.~~

STREET, LOCAL: A minor street providing access to abutting properties and protection from traffic.

STREET, MAJOR COLLECTOR: A street, existing or proposed, which is the main means of access to the major street system. See Master Street Plan/Transportation Plan.

STREET, MINOR COLLECTOR: A street, existing or proposed, which is supplementary to a collector street and of limited continuity which serves or is intended to serve the local needs of a neighborhood.

STREET, PRIVATE: A right-of-way which has been reserved by dedication unto the subdivider, lot owners, or homeowners' association to be used as a private access to serve property and complying with the adopted street cross-section standards of the City. All private streets shall be approved by the City and maintained by the subdivider or other private entity.

~~STREET, PUBLIC:~~

~~A. Any tract of land which is an existing state, county or municipal roadway, or is shown on a plat duly filed and recorded in the office of the county recorder, or has been accepted by the city council as part of a development project, and is for public use for the purpose of providing the following:~~

~~1. A thoroughfare for public use, designed primarily for vehicular travel;~~

~~2. The principal means of access to abutting properties;~~

~~3. For the installation of public utility service lines and/or pipes; and~~

~~4. Drainage facilities and other public works and appurtenances for the convenience and welfare of the public generally.~~

~~B. Such lands shall not be construed to be a public street, except for access, until the roadway has been stabilized or otherwise improved according to the accepted street construction standards of the municipality.~~

~~C. Where a public thoroughfare existed prior to the adoption of the title codified herein, which fulfills all the requirements for a public street except for the required width, this thoroughfare may be classified as a public street for the purpose of establishing building lots fronting thereon; provided, that the depth of that portion of each intended building lot needed to complete the required width for a public street, as determined by the planning commission, is dedicated to public use.~~

STREET, PUBLIC: A right-of-way which has been dedicated to the City and accepted by the City Council, or which the City has acquired by prescriptive right, deed or by dedication, or a thoroughfare which has been made public by use and which affords access to abutting property, including highways, roads, lanes, avenues and boulevards.

STREET, STUB: A street ending extended up to an abutting property that is intended to be extended through the abutting property and/or provide cross access in the future.

STREET TREE: Trees planted in the park strip.

STRUCTURE: That which is framed, erected, constructed or placed upon the ground; but not including fences which are six feet (6') or less in height.

STRUCTURE, ACCESSORY: A subordinate structure detached from but located on the same lot as the principal or main structure, the use of which is incidental and accessory to that of the principal or main structure.

SUBDIVIDER: Any person who undertakes to create a subdivision.

SUBDIVISION: Land that has been legally divided from a larger tract of land or legally created by combining adjacent land(s) to provide lots that can be used for further development under City ordinances.

SUBDIVISION, MINOR: A subdivision of five (5) or fewer lots meets this title's requirements for minor subdivisions.

SWAP MEETS: A location where the owner or lessee rents, lends or leases portions of the premises to persons for use as an open market place to barter, exchange or sell goods. A flea market shall be considered a swap meet. Yard sales and garage sales at residences are not swap meets.

SWIMMING POOL: Any constructed pool, any part of which is above or below grade. Also, any prefabricated pool, any part of which is below grade, or any prefabricated pool which is totally above grade and has a capaCity of five thousand (5,000) gallons or more, used for swimming or bathing.

TAVERN: Any business establishment operating under a private club or on premises beer license.

TEMPLE: See definition of Church Or Temple.

TRAIL: A path, hard or soft surfaced, intended for public use for recreation and/or alternative transportation methods, and which may provide access to City, State, or Federal open lands or recreation areas.

TRAVEL VEHICLE: A trailer, camper or motor home designed or used for sleeping by persons while traveling, but not intended as a permanent dwelling, and not constructed for permanent attachment to public utilities.

UTILITIES: Includes culinary water lines, pressure and gravity irrigation lines, sanitary sewer, and flood control facilities, electric power, natural gas, cable television telecommunication services, underground conduits and junction boxes.

VARIANCE: A variation of, or deviation from, the regulations or standards adopted by ordinance, which the land use appeal authority is permitted to grant.

VOCATIONAL SCHOOL: A school which specifically trains people for a skill or trade to be pursued as a trade.

WATER AND SEWER IMPROVEMENT DISTRICT: Any water or sewer improvement districts or service, existing or hereinafter organized which have jurisdiction over the land proposed for a subdivision.

WATER CONVEYANCE FACILITY: A ditch, canal, flume, pipeline, or other watercourse used to convey water used for irrigation or storm water drainage and any related easement for the ditch, canal, flume, pipeline, or other watercourse. This definition does not include a ditch, canal, flume, pipeline, or other watercourse used to convey water used for culinary or industrial water, or any federal water project facility.

YARD: A space on a lot, other than a court, unoccupied and unobstructed from the ground upward, except as otherwise provided in this title.

YARD, FRONT: Any yard between the front lot line and the setback line of a main building and extending for the full width of the lot.

YARD, REAR: A yard between the rear lot line and the setback line of a main building, extending across the full width of inside lots and for corner lots a yard between the rear lot line and the setback line of the building and extending between the side lot line and the front yard lying opposite thereto.

YARD SALE: See definition of Garage Sale Or Yard Sale.

YARD, SIDE: Any yard between the side lot line and the setback line of a main building, extending from the front yard to the rear yard.

YARD, STREET SIDE: On corner lots, the yard determined by the owner to be the side yard on the street and running from the front setback line to the rear property line.

ZERO LOT LINE DEVELOPMENT: Single-family dwellings arranged on lots with one side wall of the building located on the property line.

ZONING ORDINANCE: The Morgan City Planning and Zoning Ordinance is presently adopted and amended hereafter by the City Council, and is also referred to as Title 10 of this Code.

(Ord. 040202, 4-2-2002; amd. 2003 Code; Ord. 092804, 9-28-2004; Ord. 05-07, 5-10-2005; Ord. 05-14, 8-9-2005; Ord. 06-02, 2-28-2006; Ord. 06-03, 3-28-2006; Ord. 08-14, 11-25-2008; Ord. 12-05, 4-10-2012)

Footnote 1: See also licensing of kennels at MCC 5.02.050.
Footnote 2: See also licensing of kennels at MCC 5.02.050.

SECTION 3. Repealed. Title 11, Chapter 11.02 – General Provisions, Chapter 11-04 – Administration and Enforcement, and Chapter 11.06 – Document Submission and Review Process of the Morgan City Code are hereby repealed in their entirety.

SECTION 4. Enactment. Title 11, Chapter 11.03 – General Provision is enacted to read as follows:

Title 11 SUBDIVISION REGULATIONS

Chapter 11.03 GENERAL PROVISIONS

11.03.010 PURPOSE
11.03.020 INTERPRETATION
11.03.030 DEFINITIONS
11.03.040 SUBDIVISION APPROVALS PROCEDURES TABLE
11.03.050 GENERAL DESIGN REQUIREMENTS
11.03.060 GENERAL RESPONSIBILITIES
11.03.070 ACCURATE INFORMATION
11.03.080 COMPLIANCE REQUIRED
11.03.090 REQUIRED CERTIFICATES, PERMITS, AND REVIEWS
11.03.100 PUBLIC NOTIFICATION
11.03.110 PROHIBITED ACTS
11.03.120 PENALTIES
11.03.130 TEXT AMENDMENTS
11.03.140 INACTIVE APPLICATION
11.03.150 EXACTIONS
11.03.160 PURPOSE OF THE PRELIMINARY PLAT

11.03.170 APPLICATION AND FEES
11.03.180 PRELIMINARY PLAT SUBMITTAL
11.03.190 DISTRIBUTION
11.03.200 REVIEW
11.03.210 PHASING
11.03.220 EXPIRATION OF PRELIMINARY PLAT APPROVAL
11.03.230 FINAL PLAT; PURPOSE
11.03.240 FILING DEADLINE, APPLICATION AND FEES
11.03.250 FINAL PLAT; PREPARATION AND REQUIRED INFORMATION
11.03.260 DISTRIBUTION
11.03.270 REVIEW
11.03.280 PAYMENT OF FEES
11.03.290 PAYMENT OF PROPRTY TAX
11.03.300 RCORDING OF FINAL PLAT

11.03.010 PURPOSE:

The purpose of this title and any rules, regulations, standards, and specifications hereafter adopted pursuant hereto or in conjunction herewith are:

A. To promote and protect public health, safety, and general welfare.

B. To regulate future growth and development activity within the City in a manner that promotes the physical integration of housing options, the preservation of community values, and the social integration of residents from diverse backgrounds under the General Plan; and to promote the efficient and orderly growth of the City.

C. To provide procedures and standards for the physical development of subdivisions of land and construction of buildings and improvements thereon within the City, including, but not limited to, the construction and installation of roads, streets, curbs, gutters, sidewalks, parks, trails, and open spaces. Also provide for the design of drainage systems, water and sewer systems, design standards for public facilities and utilities, access to public rights of way, dedication of land and streets, granting easements or rights of way and to establish fees and other charges for the authorizing of a subdivision and for the development of land and improvements thereon.

D. To safeguard from fire, flood, geologic, and other dangers.

E. To provide for harmonious and coordinated development of the City and to ensure sites suitable for building purposes and human habitation.

11.03.020 INTERPRETATION:

Unless the context requires otherwise, the following definitions shall be used in the interpretation and construction of this title. Words used in the present tense shall include the future; the singular number shall include the plural, and the plural, the singular; the word "building" shall include the word "structure"; the words "used" or "occupied" shall include arranged, designed, constructed, altered, converted, rented, leased or intended to be used or occupied; the word "shall" is mandatory, and the word "may" is permissive; the word "person" includes a firm, association, organization, partnership, trust, company or corporation, as well as an individual; the word "lot" includes the words plot or parcel. Words used in this title but not defined herein shall have the meaning as defined in any other ordinance adopted by the City.

11.03.030 DEFINITIONS

See Definitions in Title 10, Chapter 1.04, Section 10.04.010.

11.03.040 SUBDIVISION APPROVALS PROCEDURES TABLE

Subdivision Approvals Procedures Table
Subdivision approvals are administrative.

The decision-making body indicated in this table is the Land Use Authority for the Subdivision Type.

SUBDIVISION TYPE	**Administrative Staff (Planning, Engineering, Legal, Public Safety and Public Works)**	**Planning Commission**	**City Council**	
Minor Subdivision (5 lots or less) Preliminary and Final	Review and Decision			
Subdivision – Preliminary Plat	Review and Recommendation. The first review cycle is before the Planning Commission sees the Preliminary Plat.	Public Meeting and Decision		
Subdivision – Final Plat	Review and Decision			
Subdivision Amendment	Review and Recommendation	Decision		
Property Line Adjustment	Review and Decision			
Subdivision within Sensitive Lands – Preliminary Plat	Review and Recommendation	Review and Decision		
Subdivision within Sensitive Lands – Final Plat	Review and Decision			
Development Agreement	Review and Recommendation		Decision	
Overlay Zone Development (including MRO)	Review	Review and Recommendation	Decision	

Subdivision Approvals Process
Subdivision approvals are administrative.

	Subdivision Approval Process	*Minor Subdivision Approval Process*	*Timelines per State Code*
Pre-Application	Pre-application Consultation (Optional)	Pre-application Consultation (Optional)	Not applicable
Step 1	Pre-application Consultation (Optional)	Pre-application Consultation (Optional)	Not applicable
Step 2	Design Review Consultation (DRC) (Optional)	Design Review Consultation (DRC) (Optional)	Not applicable
Pre-Plat	Preliminary Plat Process	Preliminary Plat Process (Minor)	Not applicable
Step 1	Preliminary Subdivision Land Use Application Submittal	Preliminary Subdivision Land Use Application Submittal	Not applicable
Step 2	Application Completeness Review by Administrative Staff	Application Completeness Review by Administrative Staff	Not applicable
Step 3	Review of Application by Administrative Staff	Review of Application by Administrative Staff	Initial review to be completed no later than 30 business days
Step 4	Applicant's Reply to the Administrative Staff Comments	Applicant's Reply to the Administrative Staff Comments	Not applicable
Step 5A	Complete First Review by Administrative Staff	Complete First Review by Administrative Staff	Review to be completed no later than 40 business days
Step 5B	Applicant to update documents according to comments and resubmit	Applicant to update documents according to comments and resubmit	Applicant to update and re-submit within 40 business days
Step 6A	Notice of Public Meetings (Planning Commission)/Subdivision	No Public Meeting	Noticing per City ordinance for Planning Commission (only)
Step 6B	Public Meetings (Planning Commission)/Subdivision	Administrative Staff Meeting	See above
Step 7	Preliminary Subdivision Land Use Application Determination by Planning Commission	Preliminary Subdivision Land Use Application Determination by Administrative Staff	Not applicable

Step 8	Written Notification to Applicant: denial – approval – or approval with substantive material change	Written Notification to Applicant: denial – approval – or approval with substantive material change	Not applicable
Final-Plat	Final Plat Process	Final Plat Process (Minor)	Not applicable
Step 1	Final Subdivision Land Use Application Submittal	Final Subdivision Land Use Application Submittal	Not applicable
Step 2	Application Completeness Review	Application Completeness Review	Not applicable
Step 3A	Review of Final Subdivision Land Use Application and feedback to Applicant. This may be repeated up to three times.as allowed by State Code.	Review of Final Subdivision Land Use Application and feedback to Applicant. This may be repeated up to three times. as allowed by State Code.	Each review by the City to be completed no later than 40 business days. May increase to 60 days if re-submittal is late.
Step 3B	Applicant to update documents according to comments and resubmit up to three times.	Applicant to update documents according to comments and resubmit up to three times.	Applicant to update and re-submit within 40 business days
Step 4	Written Notification to Applicant: Approval of Final-Plat and Improvement Drawings	Written Notification to Applicant: Approval of Final-Plat and Improvement Drawings	Not applicable
Step 5	Cost Estimate Approval, Preconstruction Meeting, Construction of Subdivision	Cost Estimate Approval, Preconstruction Meeting, Construction of Subdivision	Not applicable
Step 5	Improvement Installations, Inspections, review, and approval of Subdivision Construction	Improvement Installations, Inspections, review, and approval of Subdivision Construction	Not applicable
Step 6	Establish Monetary Guarantee, Signing and Recording of Plat	Establish Monetary Guarantee, Signing and Recording of Plat	Not applicable
Step 7	Preliminary Acceptance of Improvements	Preliminary Acceptance of Improvements	Not applicable
Step 8	Final Acceptance of Improvements (after one year guarantee period) and Release of Remaining Escrow	Final Acceptance of Improvements (after one year guarantee period) and Release of Remaining Escrow	See notes in this row

11.03.050 GENERAL DESIGN REQUIREMENTS:

A. General Plan: The General Plan shall guide the use and future development of all land within the City. The size and design of lots, the nature of utilities, the design and improvement of streets, the type and intensity of land use, and the provisions for any facilities in any subdivision shall conform to the land uses shown and the standards established in the General Plan, the zoning ordinance, and other applicable ordinances.

B. Preservation: Trees, native land cover, natural watercourses, and topography should be preserved where possible. Subdivisions shall be designed to prevent excessive grading and scarring of the existing landscape. The design of new subdivisions shall consider and relate to existing street widths and alignments.

C. Community Facilities: Community facilities, such as parks, recreation areas, trails, and transportation facilities, shall be provided in the subdivision in accordance with General Plan standards, this title, and other applicable ordinances. This title establishes procedures for the referral of information on proposed subdivisions to interested boards, bureaus, and other governmental agencies and utility companies, both private and public, so that the extension of community facilities and utilities may be accomplished in an orderly manner, coordinated with the development of this subdivision. In order to facilitate the acquisition of land areas required to implement this policy, the subdivider may be required to dedicate, grant easements over or otherwise reserve land for , parks, public ways, utility easements, and other public purposes.

D. Street Connectivity: The intent of any new development or infill is to have high street connectivity to increase opportunities for walking, biking, reduced driving, access for emergency services, and efficient public services.

1. Block length shall not exceed six hundred feet (600'), except in cases of slopes greater than 20%, areas where existing development doesn't allow connections, railroad lines, Interstate Highways, and rivers. Exceptions to block length shall be approved by the City Engineer and City Planner. All new developments and infill shall be planned to connect streets and stubs to potential future development. Subdivision layout and design shall conform to this ordinance, City Design Standards, and be consistent with the General Plan and Transportation Master Plan. Cul-de-sacs are not permitted except in cases of slopes greater than 20%, existing development, railroad lines, Interstate Highways, and rivers. Street stubs for future bridges may be required the City Engineer and Planning Department. Future street stubs shall be provided according to the City Engineer, Planning Department, and Transportation Master Plan.

2. The arrangement of streets in new subdivisions shall provide for the continuation of the existing streets in adjoining areas and shall provide access to unsubdivided adjoining areas insofar as such continuation or access is necessary as reasonably determined by the Planning Department and City Engineer. New streets, sidewalks, and trails shall connect with existing public streets, sidewalks, and trails.

3. Blocks shall accommodate a lot arrangement and design such that lots will provide satisfactory and desirable sites for buildings and be properly related to topography, to the character of surrounding development, and to existing requirements.

4. Approved and dedicated walkways on blocks greater than six hundred feet (600') are encouraged to include trails or walks through the block to provide access to schools, existing and planned trails, community facilities, parks, trails, or a similar public amenity at a point designated by the Planning Department. For such walkways, the following standards apply:

   a. Walkways should be located in the approximate middle of the block.

   b. Walkway/trail width shall be according to City Standards or Plans.

   c. The corridor must be a minimum of 10 feet wide.

11.03.060 GENERAL RESPONSIBILITIES:

A. The subdivider shall prepare subdivision plans and plats consistent with the City development standards and shall pay for the design, City review, construction and City inspection of all public and private improvements as needed to assure compliance with adopted standards. The City shall process said plans and plats in accordance with the regulations set forth herein. The subdivider shall not alter the terrain, remove any vegetation from the proposed subdivision site, or engage in any site development until the subdivider has obtained the necessary approvals. The subdivider is responsible for obtaining and being familiar with all applicable subdivision ordinances, rules, and standards of the City.

B. The City shall review the plans and plats for design; for conformity to the General Plan and to the zoning ordinances, for the environmental quality of the subdivision design, and shall process the subdivision plats and reports as provided for in this title.

C. The City may refer Plats and/or plans of proposed subdivisions to any City departments and special districts Morgan Water Advisory Board, governmental boards, bureaus, utility companies, and other agencies that may provide public and private facilities and services to the subdivision for their information and comments. The Planning Department is responsible for coordinating any comments received from public and private entities and shall decide which agencies to refer proposed subdivision plats and plans to.

D. City Staff and designated plan review consultants shall review for compliance the construction plans and specifications for the City required improvements for the subdivision and whether the proposed City required improvements are consistent with this title, City design and construction standards, and other applicable ordinances and shall be responsible for inspecting the City required public improvements, private storm drain, and on-site culinary water improvements within the City's service area, security proceeds collection and administration, and the collection of certain fees. The City Engineer and Planning Department shall review the street layout and overall circulation.

E. The City shall review and make comments on the design engineering plans and specifications for the City required improvements related to long-term maintenance and preservation provisions, snowplowing, snowplow storage areas, waste management collection, and vehicle turnaround, City culinary water infrastructure and service lateral maintenance, streetlight service and all other related aspects pertaining to public works utility and infrastructure maintenance to the Planning Department and other design review consultants.

F. Upon completion of the staff review process, the Planning Commission shall hold a public meeting to consider the proposed preliminary subdivision plat application. The Planning Commission may approve as proposed, approve with conditions, or, if the project does not meet requirements per City ordinances, deny the preliminary subdivision plat application.

G. All conditions of preliminary subdivision plat application approval shall be addressed with the final subdivision plat application submittal. If a final subdivision plat application complies with the State code and the preliminary subdivision plat approval and applicable municipal ordinances, the Design Review Committee shall approve the final subdivision plat application. Additional reviews as permitted under Utah Code will be allowed by the City to gather additional information or make modifications during the review process that will ensure compliance with municipal ordinances and approved standards or to clarify completeness.

H. The City Attorney shall verify that the Bond Agreement_provided by the subdivider is acceptable, that the subdivider dedicating land for the use of the public is the owner of the record, that the land is free and clear of unacceptable encumbrances according to the preliminary title report submitted by the subdivider, and may review matters of title such as easements and restrictive covenants prior to signing the mylar of the Final Plat.

11.03.070 ACCURATE INFORMATION

A. All documents, plans, reports, studies, and information provided to the City by the applicant in accordance with the requirements of this title shall be accurate and complete. Any action taken or approval given by the City based upon incomplete or inaccurate documents, plans, reports, studies, or information supplied to the City by the applicant may be voidable prior to recording a plat.

B. All engineering drawings, plats, reports, and other similar documents shall be stamped by a registered engineer licensed to practice in the State of Utah.

11.03.080 COMPLIANCE REQUIRED

A. It shall be unlawful for any person to subdivide any tract or parcel of land which is located wholly or in part in the City except in compliance with this title. No plat of any subdivision shall be recorded until it has been submitted and approved as set forth herein. A plat shall not be approved if the Planning Commission or the Planning Department determines such plat to be in conflict with any provision or portion of the General Plan, transportation plan, zoning ordinances, this title, or any other State law or City ordinance.

B. Land or lots within a proposed subdivision shall not be transferred or sold until a final plat of a subdivision has been recorded in accordance with this title and any applicable provisions of State law. Recordation of the plat shall not occur until the improvements required in connection with the subdivision have been completed and accepted. Construction of any improvements related to the subdivision, including any land disturbance, shall not be commenced until a Pre-Construction Meeting has been held with the City. a land disturbance permit has been issued for the project. Building permits shall not be issued until all infrastructure improvements have been completed and accepted by the City Engineer; the warranty period has begun, or without all public agencies' written approval. No building depending on public or private water (potable), and sewer, energy facilities, or fire protection shall be permitted to be occupied until such facilities are fully provided and operational as determined by the City's building official and other departments of the City.

C. All lots, plots or tracts of land located within a subdivision shall be subject to this title whether the tract is owned by the subdivider or a subsequent purchaser, transferee, devisee, or contract purchaser of the land or any other person.

D. It shall be unlawful for any person to receive a building permit to construct a building or structure on a parcel or tract of land within a residential subdivision until:

1. All underground utilities located under the street surface are installed and accepted by the City and appropriate agencies.

2. Continuous access to the lot through the subdivision is provided by a street acceptable to the City, with an all-weather asphalt or concrete surface.

3. A trash receptacle has been located on the site of a size and nature suitable for containing all construction-related debris until the debris is removed from the site.

4. A sanitary toilet has been located onto the site for the use of construction workers. In situations where a general contractor has more than one residential dwelling unit simultaneously under construction in a subdivision plat, one toilet shall be sufficient for every ten (10) dwellings the contractor has under construction.

5. Fire hydrants are fully operational in the area of the subdivision where permits are requested.

6. Curb and gutter are installed unless the obligation to construct frontage improvements has been paid in lieu by agreement with the City;

7. a. All underground utilities located under the street surface are installed and accepted by the City and appropriate agencies; and

7. b. Continuous access to the lot through the subdivision is provided by a street, acceptable to the City, with an all-weather rolled and compacted road base surface which is capable of supporting the imposed load of fire apparatus weighing at least seventy five thousand (75,000) pounds, and also meets all applicable AASHTO standards for construction; and

8. Model homes are limited to nonresidential occupancy. The conversion to residential occupancy shall be subject to an additional final building inspection and the installation of all required subdivision requirements in the entire subdivision.

E. Until the subdivision is completed and conditionally accepted by the City Engineer and the City, the subdivider shall be responsible for the following in the area where building permits have been issued:

1. Maintaining roads in a manner that allows continuous access for emergency vehicles; and

2. Maintaining roadways and drainage facilities free and clear of dirt and debris which might obstruct water flow or quality of stormwater flows; and

3. Maintaining continuous flow capacities to all hydrants in the subdivision.

F. All public improvements must be done in accordance with the following:

1. The City's subdivision ordinance, City standards and specifications;

2. The requirements of the City Engineer, City electrical design engineer, and sewer treatment design engineer;

3. Development Agreement between the subdivider and the City; and

4. All other applicable City ordinances and regulations.

11.03.090 REQUIRED CERTIFICATES, PERMITS AND REVIEWS

A. Application: Applications for each of the separate stages of subdivision approval (preliminary plat and final plat) shall be made to the City's Planning Department. Applications shall be made on the respective forms provided and shall be accompanied by the proper fee and by the documents and information required by this chapter and other applicable titles of this code.

B. Review: Action on that application for a stage of a subdivision approval shall be completed in a timely manner after the date of submittal of all required information and items to the Planning Department. The review cycle restrictions and requirements of this section do not apply to the review of subdivision applications for property within identified geological hazard areas.

1. Preliminary Plat: No later than 15 30 business days after the day on which an applicant submits a complete preliminary subdivision plat application, the City shall complete the initial review of the application, including subdivision improvement plans.

2. Final Plat: No later than 20 40 business days after the day on which an applicant submits a complete final subdivision plat application, the City shall complete the initial review of the application.

3. In reviewing the application submittal, the City may require additional information to ensure compliance with City ordinances and approved standards and specifications for the construction of public improvements and modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.

   a. The City's request for additional information or modifications to plans shall be specific and include citations to ordinances, standards, or specifications that require the modifications to plans. They shall be logged in an index of requested modifications or additions.

4. Resubmittal: The applicant's resubmittal shall include a written explanation in response to the City's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any.

   a. The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction.

   b. If an applicant fails to address a review comment in the response, the review cycle is incomplete, and the subsequent review cycle may not begin until all comments are addressed.

5. Subject to the circumstances listed in 5a through 5b below, the City may not require more than four review cycles for each application.

a. Unless a change or correction is necessitated by the applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in the City's review is waived.

b. A modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.

6. If an applicant makes a material change to a plan set, the City has the discretion to restart the review process at the first review of the final plat application, but only with respect to the portion of the plan set that the material change substantively affects.

7. The property owner may request an appeal if the City fails to respond within 20 business days on the fourth and final review.

8. If on the fourth or final review the City fails to respond within twenty (20) days the City shall upon the request of the property owner and within ten (10) days after the day upon which the request was received provide for a dispute resolution pursuant to 10-9a-604.2 (subsection 11).

11.03.100 PUBLIC NOTIFICATION

A. Required Notice: The Planning Commission shall hold a Public Meeting to review the Preliminary Plat Subdivision.

11.03.110 PROHIBITED ACTS

A. 1. An owner of any land located in a subdivision, as defined in Utah Code Annotated section 10-9a-103, who transfers or sells any land in that subdivision before a plat of the subdivision has been approved and recorded violates this chapter for each lot or parcel transferred or sold.

2. The description by metes and bounds in the instrument of transfer or other documents used in the process of selling or transferring does not exempt the transaction from being a violation of subsection A1 of this section or from the penalties or remedies provided in this chapter.

3. Notwithstanding any other provision of this subsection A, the recording of an instrument of transfer or other document used in the process of selling or transferring real property that violates this section:

a. Does not affect the validity of the instrument or other document; and

b. Does not affect whether the property that is the subject of the instrument or other document complies with applicable municipal ordinances on land use and development.

B. 1. The City may bring an action against an owner to require the property to conform to the provisions of this chapter.

2. An action under this subsection B may include an injunction, abatement, merger of title, or any other appropriate action or proceeding to prevent, enjoin, or abate the violation.

3. The City need only establish the violation to obtain the injunction.

C. Protection Strips shall not be permitted under any circumstances.

11.03.120 PENALTIES

It shall be a Class C misdemeanor for any person to fail to comply with the provisions of this title. In addition to any criminal prosecution, the City may pursue any other legal remedy to ensure compliance with this title, including, but not limited to, injunctive relief.

11.03.130 TEXT AMENDMENTS

A decision to amend the text of this title is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making an amendment, the City Council should may consider the following factors:

A. Whether the proposed amendment is consistent with goals, objectives and policies of the City's General Plan;

B. Whether the proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the land development ordinance;

C. The proposed amendment will not create a conflict with any other section or part of this title or the General Plan;

D. Whether the potential effects of the proposed amendment have been evaluated and determined not to be detrimental to public health, safety, or welfare and represent an overall community benefit; and

E. The extent to which a proposed text amendment implements the best current, professional practices of urban planning, design, and engineering practices.

11.03.140 INACTIVE APPLICATIONS

All subdivision applications shall be actively pursued until the City makes a final decision. If no activity, such as plan submittals, reviews, or meetings, has occurred on an application for a period of one (1) year from the date of the last City review, the application will be voided and the file closed. Before the one (1) year period expires, the applicant may submit a written request to maintain the application as active. The Planning Department may grant a one-time extension for six (6) months upon the Planning Department's finding that there is good cause. If the applicant wishes to pursue an application after it has been voided due to inactivity, a new application, including fees and conformance to current applicable codes, is required. No fees shall be refunded for applications that are voided due to inactivity.

11.03.150 EXACTIONS

A. The City may impose an exaction or exactions on development proposed in a land use application, if:

1. An essential link exists between a legitimate governmental interest and the exaction; and

2. The exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

B. An applicant may request the Planning Department or designee review an exaction or exactions for compliance with the standards listed in subsection A. The Director or designee will issue a written opinion.

C. An applicant may appeal the decision in accordance with Morgan City Municipal Code 10.10.

11.03.160 PURPOSE OF THE PRELIMINARY PLAT

The purpose of the preliminary plat is to require formal preliminary approval of a subdivision to minimize changes and revisions which might otherwise be necessary on the final plat. The preliminary plat shall, in all respects, comply with the provisions of this title and all other applicable provisions of this code.

11.03.170 APPLICATION AND FEES

A subdivider shall file an application for preliminary plat approval with the Planning Department on a form prescribed by the City, together with an electronic copy of the preliminary plat, and the application fee as set forth in the consolidated fee schedule. No application shall be scheduled for a public meeting before the planning commission until all required information has been received and reviewed by the City Staff or after the fourth review, whichever comes first. A final subdivision plat application may be submitted and process concurrently with the application for the preliminary subdivision plat.

11.03.180 PRELIMINARY PLAT SUBMITTAL

The preliminary plat shall include:

A. Vicinity Map: A vicinity map drawn at a scale of one thousand feet (1,000') to the inch showing:

1. All existing and proposed roadways in the vicinity of the development;
2. A north arrow;
3. The nearest section corner tie; and
4. The subdivision name.

B. Preliminary Plat: A preliminary plat drawn at a scale not smaller than one hundred feet (100') to the inch and prepared, stamped, and signed by a professional engineer licensed by the state of Utah, showing:

1. All facilities within one hundred feet (100') of the subdivision boundaries;
2. A north arrow;
3. The 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, dimensions and labeling of all other spaces, including open spaces, parks, trails, and public spaces;
9. The location of manmade features, including bridges, railroad tracks, and buildings;
10. All recorded easements and existing rights-of-way located within the plat for:

a. An underground facility;

b. A water conveyance facility; or

c. Any other utility facility; and

d. Any water conveyance facility located, entirely or partially, within the plat that is not recorded and of which the owner of the land has actual or constructive knowledge, including from information made available to the owner of the land in the state engineer's inventory of canals or from a surveyor in accordance with Utah Code Annotated 10-9a-603(6)(c), as amended; and

11. Ownership of all adjoining tracts of land.

C. Grading, Drainage Plan: A grading and drainage plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing:

1. The road and lot layout;

2. Topography at two-foot (2') contour intervals;

3. A north arrow;

4. The subdivision name;

5. Areas of substantial earthmoving and including in such cases, an erosion control plan;

6. The location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains;

7. The location of any 100-year floodplain as designated by the Federal Emergency Management Agency (FEMA);

8. Any existing wetland; and

9. All drainage facilities, including water flow directions, side and rear yard swales, gutter flow capacities, inlets, outlets, catch basins, pipes, culverts, outlets to off-site facilities, stormwater control facilities, control structures, and orifice plates planned to accommodate, convey and control the project's storm drainage and detention storage for the 2-year, 10-year and 100-year storms defined in Morgan City drainage design criteria, and which also comply with the following:

a. A stormwater-controlled release rate of 0.1 cubic feet per second shall be the maximum permitted discharge in the urban area, and no discharge shall exceed the demonstrated historical flows identified in Morgan City drainage design criteria.

b. Drainage facilities shall divert surface water away from cut faces and sloping surfaces of fill areas.

c. Existing natural drainage systems shall be utilized to the extent possible in their unimproved state. The concentration of flows discharged from stormwater quantity control facilities that exceed demonstrated historical flow rates shall be armored and protected to prevent soil erosion, sediment

deposition and other deleterious impacts to the existing natural drainage system.

d. The design and establishment of drainage channels shall consist of wide, shallow swales lined with appropriate vegetation, rock, or other material to avoid the erosive cutting of narrow, deep, and unstable ditches.

D. Utility Plan: A utility plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing:

1. The road and lot layout;

2. A north arrow;

3. The subdivision name;

4. All existing and proposed utilities, including sewer, culinary water, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights; and

5. The location and dimensions of all utility easements.

E. Geotechnical Report and Geological Hazard Study: Two (2) printed copies and one (1) electronic copy of a geotechnical report and geologic hazard study for the site.

F. Storm Drainage Calculations: Hydraulic and hydrologic storm drainage calculations.

G. Traffic Study: A traffic impact study when required by the City Engineer which complies with the Morgan City traffic impact study guidelines.

H. Title Report: A preliminary title report.

I. Utility Service Agreements: Service agreements from all utility companies.

J. Storm Drainage Agreements: Any agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval.

K. Subsurface Maintenance Agreements: Maintenance agreements for subsurface drains serving the subdivision.

L. Sensitive Lands Review: in addition to the geotechnical & geologic hazard reports, property in the sensitive lands district shall also require a vegetation report and a comprehensive grading and drainage report per City Standards. See Hillside/Slope Development Checklist.

M Evidence Of Compliance: Evidence of compliance with all applicable Federal, State, and local laws and regulations if requested by the Design Review Committee.

N. Floodplain Development Permit: if a floodplain or floodway is located on the property to be developed, the developer shall submit a Floodplain Development Permit. See Floodplain Development Checklist.

O. Covenants: A copy of proposed protective covenants in all cases where subsurface

P. AutoCAD Copies: Electronic copies of preliminary plat drawings in AutoCAD (DWG) format.

11.03.190 DISTRIBUTION

The Planning Department, upon receipt of the Complete Application for preliminary plat approval, shall distribute copies of the submittal to the Design Review Committee and other agencies or advisors as in the opinion of the department, and the Planning Commission may contribute to a decision in the best interest of the public.

11.03.200 REVIEW

A. Planning Commission: For Minor Subdivisions the City Engineer, Planner and Attorney shall take the role of Preliminary Plat review and approval. The Planning Commission shall review the Preliminary Plat submittal (greater than 5 lots) and determine compliance with the standards and criteria set forth in this chapter and all other ordinances of Morgan City, including, but not limited to, the land use ordinance, General Plan, master street plan, and City standard specifications and design criteria. Review of the preliminary plat submittal shall follow the process outlined in City ordinances. The Planning Commission shall make findings specifying any inadequacy in the application, noncompliance with City regulations, questionable or undesirable design or engineering, and the need for any additional information. The Planning Commission may review all relevant information pertaining to the proposed development, including fire protection, sufficient supply of culinary and secondary water to the proposed subdivision, sewer service, traffic considerations, and the potential for flooding. The Planning Commission shall hold a public meeting and shall approve, approve with conditions or if the preliminary subdivision plat application does not meet City ordinances or minimum utility service requirements, deny the preliminary subdivision plat application.

B. Limitation Of Approval: Granting of preliminary plat approval shall not constitute a final acceptance of the subdivision by the City. Approval of the preliminary plat and subdivision plans 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 City standards and requirements.

11.03.210 PHASING

When 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 along with a proposed timeline for the construction of proposed public improvements.

11.03.220 EXPIRATION OF PRELIMINARY PLAT APPROVAL

A. The subdivider may apply for final plat approval concurrently with the application for the preliminary subdivision plat, or after the preliminary subdivision plat application has been approved. For phased developments, the subdivider may separately apply for final plat approval for each phase.

B. Except as provided in subsection C below, if the subdivider has not applied for final subdivision plat approval, or for phased developments, the final subdivision plat approval for the first phase, within one (1) year of the date of preliminary subdivision plat approval, the preliminary subdivision plat approval shall be void. For approved phased developments, the preliminary plat approval shall expire two (2) years from the date of the previous phases' final plat recordation. Should the approval of the preliminary subdivision plat expire, the subdivider can submit a new preliminary subdivision plat application for approval again in accordance with this chapter.

C. The preliminary subdivision plat approval and the deadline for submitting the final subdivision plat application may be extended up to twelve (12) months for good cause shown if the subdivider petitions the Planning Commission for an extension prior to the expiration date. However, only one (1) twelve-month extension may be granted.

11.03.230 FINAL PLAT; PURPOSE

The Final Plat requires formal approval by the City Attorney, Planning Department and City Engineer before a subdivision plat is recorded in the Office of the County Recorder.

11.03.240 FILING DEADLINE, APPLICATION AND FEES

A. Applications for final subdivision plat approval shall adhere to the submittal provisions found in this ordinance Title 11.

B. The Final Plat, associated construction drawings, title report, application fees, and all required information shall be submitted at the time of final plat application and shall conform to those requirements specified in this title.

C. The subdivider shall file an application for final plat approval with the Planning Department on a form prescribed by the City, together with a single electronic copy of the proposed Final Plat, and associated final construction drawings per Title 11 and the City's Design Standards.

11.03.250 FINAL PLAT; PREPARATION AND REQUIRED INFORMATION

A. The final subdivision plat shall be printed on mylar sheets(s), or other comparable material approved by the City, with the outside or trim line dimensions not smaller than twenty-two inches by thirty-four inches (22" x 34"). The printed mylar shall not be submitted to the City until after the Planning Department and City Engineer has first approved the final subdivision plat. Until that date, an electronic copy of the final subdivision plat shall be submitted for review. The borderline of the plat shall be drawn in heavy lines, leaving a margin of at least one and one-half inches (1-1/2") on the left side and a margin of at least one-half inch (1/2") on the other sides. The plat shall be drawn with the north being either up or to the left when reading the sheet, whichever accommodates the exhibit best. All lines, dimensions, and markings shall be with waterproof black ink. The plat shall be drawn to a scale large enough to clearly show all details, but the exhibit shall not be depicted at scales greater than eighty feet (80') to the inch. The workmanship on the finished drawing shall be neat and legible.

B. The final plat shall show the subdivision name in a title heading and the general location of the subdivision in bold letters at the top of the sheet.

C. The plat shall contain a north arrow and a drawing scale. The month and year shall be indicated under the title heading, and the location designation will be at the top of the plate.

D. Prior to recording, the plat shall be signed by all required and authorized parties, with appropriate notarial acknowledgments. The final plat shall contain all information set forth in this section.

E. An accurate and complete survey of the land being subdivided shall be made to second-order accuracy. When computed from field measurements on the ground, a traverse of the exterior boundaries of the tract and of each block shall close within a tolerance of one foot (1') to twenty thousand feet (20,000').

F. Plats shall include accurately drawn boundaries showing the bearings and dimensions of all subdivision boundary lines tied to public survey monuments. These lines shall be slightly heavier than street and lot lines.

G. The final plat shall show all survey and mathematical information 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, central angle, radius and arc length of curves with associated chord bearing and distance, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments shall show the calculated County coordinates. Lot and boundary closure shall not be greater than 0.003 of a foot.

H. All lots, blocks, and parcels offered for dedication for any purpose shall be designated with dimensions, boundaries, and clearly shown courses. The square footage of each lot shall be shown. Parcels being dedicated, including streets and 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.

I. The plat shall show the right-of-way lines of each street, 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 dotted 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.

J. Lots shall be numbered consecutively under a definite system. Numbering shall continue throughout the subdivision with no omissions or duplications. Amendments shall result in a new numbering commencing from the last lot number of the original subdivision. Lettering of lots is not permitted. Each lot shall show the street addresses assigned thereto according to the standard addressing methods approved by the City. In the case of corner lots, an address will be assigned for each street frontage.

K. Streets shall be numbered in accordance with and in conformity with the street numbering system adopted by the City. Named streets shall also be numbered.

L. The sidelines of all easements shall be shown in fine dashed lines. The width of all easements and bearing, distances, dimension, ties or other depictions to definitely locate the same on the ground shall be shown. All easements shall be clearly labeled and identified.

M. The plat shall show all stakes, monuments, and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or benchmark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the City Engineer. The following monuments shall be shown on the final plat:

1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; and

2. All right-of-way monuments to be set or otherwise installed at angle points and intersections as approved by the City Engineer.

N. The final plat shall contain the name, stamp, and signature of a registered surveyor, together with the date of the survey, the scale of the map and the number of sheets. The following certificates, acknowledgments, and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate:

1. A registered land surveyor's "certificate of survey";

2. An owner's dedication certificate in the following form or as otherwise specified by the City Engineer:

OWNERS DEDICATION

Know all men by these presents that I/we, the undersigned owner(s) of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat and name said plat Subdivision Name, and do hereby dedicate, grant and convey to Morgan City, Utah: (1) all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever; (2) those certain public utility and drainage easements as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage; and (3) those parcels designated as public open space, parks, trail or easements, or of similar designation. In witness whereof, we have hereunto set our hands this ___ day of_____, 20___.

_____

(Add appropriate acknowledgments)

3. A notary public's acknowledgment for each signature on the plat;

4. A correct metes and bounds description of all property included within the subdivision;

5. Such other affidavits, certificates, acknowledgments, endorsements and notarial seals as are required by law, this title, or by the City Attorney.

O. Prior to the recordation of the plat, the subdivider shall submit a Preliminary Title report prepared and dated not more than sixty (60) days before the proposed recordation of the final plat, to be reviewed by the City Attorney.

P. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit with the final plat the name, proposed articles of incorporation, and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements.

Q. The final plat shall show all recorded easements and existing rights-of-way located within the plat for:

1. An underground facility;

2. A water conveyance facility;

3. Any other utility facility; and

4. Any water conveyance facility located, entirely or partially, within the plat that is not recorded and of which the owner of the land has actual or constructive knowledge, including from information made available to the owner of the land in the state engineer's inventory of canals or from a surveyor in accordance with Utah Code Annotated 10-9a-603(6)(c), as amended.

11.03.260 DISTRIBUTION

The Planning Department, upon receipt of the complete application for final plat approval, shall distribute copies of the submittal to the Design Review Committee and other agencies or advisors as in the opinion of the department and the Planning Department may contribute to a decision in the best interest of the public.

11.03.270 REVIEW

A. Upon receipt of the final plat, the Design Review Committee, including the City Engineer, shall review the final plat and construction drawings and determine whether the final plat conforms to the preliminary plat and is in compliance with the engineering and surveying standards and criteria set forth in this chapter and all other applicable standards and ordinances of the City and the State of Utah. If the final plat complies, the Design Review Committee shall forward the plat to the Planning Department, through the Planning Department. If the final plat does not comply, the Design Review Committee shall return the plat to the subdivider, through the Planning Department, with comment. Review of the final plat submittal shall follow the process outlined in Section 11.03.040. of this title.

B. After the fourth or final review, the Planning Department and City Engineer shall either approve the final plat, or deny the final plat if it does not conform with this title or other applicable ordinances. If the Planning Department and City Engineer denies the final plat, the Planning Department and City Engineer shall specify the reasons for the denial.

C. No final plat shall have any force or effect unless the same has been approved by the Planning Department and signed by the Mayor and the City Recorder.

11.03.280 PAYMENT OF FEES

All required application fees shall be paid by the subdivider prior to submitting the final plat to the Planning Department. All inspection fees shall be paid prior to being issued a land disturbance permit and proceeding with the construction of landscape and infrastructure improvements.

11.03.290 PAYMENT OF PROPERTY TAX

The subdivider shall pay in full of all prior year Property Taxes, any greenbelt or rollback taxes, and its prorated share of the present year's taxes for all properties located within the boundaries of the subdivision prior to the recording of the plat. Following approval of the final plat by the Planning Department and upon verification of payment for all prior year Property Taxes, the City shall obtain from the County Treasurer's Office an estimated pro-rata Property Tax amount for the portion of the subdivision to be dedicated or otherwise given to the City for right-of-way or other public use. Prior to the mylar being submitted to the County Recorder for recordation, the subdivider shall post a cash escrow with the Morgan City Finance Department in an amount not less than one hundred fifty percent (150%) of the County Treasurer's estimate. Following the recordation of the plat or at the time of receipt of the tax notice from the County Treasurer, the City shall pay the taxes due for those areas of the subdivision identified as a part of the estimate from the cash escrow and any remaining funds of the cash escrow shall be returned to the subdivider.

11.03.300 RECORDING OF FINAL PLAT

After Planning Department approval, and upon receipt of all required signatures on the final mylar copy of the plat, the final plat shall be presented to the County Recorder of the county in which the property is located for recordation, provided improvements have been completed and accepted or an improvement guarantee agreement has been executed.

Chapter 11.08 IMPROVEMENTS

11.08.010 REQUIRED
11.08.020 SPECIFIED
11.08.030 MINIMUM IMPROVEMENTS; ISSUANCE OF OCCUPANCY PERMIT
11.08.040 (Reserved)
11.08.050 PARTIAL DEVELOPMENT; CONTINUOUS AND ORDERLY
11.08.060 COST DISTRIBUTION
11.08.070 COST SHARING AGREEMENT
11.08.080 INSPECTIONS
11.08.090 GUARANTEE
11.08.100 CONDITIONAL ACCEPTANCE
11.08.110 FINAL ACCEPTANCE AND RELEASE
11.08.120 REQUESTS FOR ACCEPTANCE PERIOD

11.08.010 REQUIRED

A. Certification: No final plat of a subdivision of land shall be recorded without receiving a statement signed by the City Engineer certifying that the improvements described in the subdivider's plans and specifications meet the minimum requirements of all ordinances of the city, that they comply with the recommendations of the local and/or state board of health, the planning commission, the fire department and other community departments and with the standards, rules and regulations for subdivisions approved by the City, which standards, rules and regulations are hereby incorporated in this title by reference.

B. Guarantee: No final plat of a subdivision of land shall be recorded unless the subdivider shall furnish to the City a guarantee in an amount equal to one hundred ten percent (110%) of the reasonable cost of the improvements required by this chapter. The amount of the guarantee shall be estimated by the subdivider's engineer and approved by the City Engineer and conditioned upon payment by the subdivider of all expenses incurred and for all labor or material used in the construction of required improvements. The provisions of the guarantee shall be for the protection of laborers and material men and to guarantee the quality, quantity and performance of all improvements as required herein. In no event shall the City be deemed liable under this section on any claim asserted by a laborer or material man. (Ord. 092282, 9-22-1982)

11.08.020 SPECIFIED

The subdivider of any land shall install or guarantee the installation of the following improvements in compliance with the construction standards of the city:

A. Street Grading And Surfacing: Land for the entire width of the street shall be dedicated by subdivider. The subdivider shall provide all the street grading and surfacing for all collector and minor streets. The subdivider shall provide street grading and surfacing for major streets equal to the width required for the maximum width collector street. The City will pay for the extra width of paving, providing the subdivider obtains a written agreement for cost participation from the City before final plat approval and before any construction work is done. (Ord. 092282, 9-22-1982)

B. Curbs, Gutters And Sidewalks: Curbs, gutters and sidewalks shall be installed on existing and proposed streets by the subdivider in all subdivisions. This requirement may be waived by the City Council upon receipt of a recommendation by the planning commission, or may be postponed by means of a recorded agreement between the City and the subdivider, when no plan for such improvements are scheduled within one year, or the City Council may waive the sidewalk requirement on streets which exceed an average grade of ten percent (10%) between intersections, and may do so in subdivisions where the average lot area exceeds one hundred fifty feet (150') at the building setback line and/or the average lot area exceeds thirty thousand (30,000) square feet. Sidewalks shall be required on only one side of the street serving the subdivision when such street bounds a subdivision. (Ord. 090198, 9-1-1998)

C. Culinary Water Supply: A culinary water supply, which must be approved by the local and/or state board of health, shall be made available to each lot in the subdivision and shall be provided in conformance with the standards and rules and regulations of the city. Where an approved public water supply is available, the subdivider shall install water mains and service lines or laterals from such mains to each lot within the subdivision prior to the installation of road base, surfacing, curb, gutters and sidewalks. Subdividers shall also furnish and install approved meter settings and meter boxes. No culinary water mains shall be installed whose nominal inside diameter is less than six inches (6"), except those serving cul-de-sacs, which may be four inches (4") in diameter, providing no fire hydrant is to be connected to the pipe and its length is less than three hundred fifty feet (350'). In no case shall fire hydrants be connected to a culinary main whose nominal inside diameter is less than six inches (6"). Service laterals shall be a minimum of three-fourths inch (3/4") in diameter.

D. Secondary Water Supply: Where a secondary water supply is available within three hundred feet (300') of the subdivision, it shall be made available to each lot. The subdivider shall install the water mains, valves, turnouts and service lines or laterals from such mains prior to the installation of road base, surfacing, curb, gutters and sidewalks.

E. Fire Hydrants: Fire hydrants shall be installed by the subdivider at locations determined by the City Engineer and fire department. In no case shall any dwelling be more than three hundred fifty feet (350'), measured along the access roads, from any two (2) fire hydrants. (Ord. 092282, 9-22-1982)

F. Sewage Disposal: Individual sewage disposal systems or public disposal facilities shall be provided and must meet all state codes and regulations for each lot in the subdivision. Where a public sanitary sewer is available within two hundred feet (200') of the subdivision at the time of recording the final plat, the subdivider shall connect with such sanitary sewer and provide sewer mains and extend laterals from the main sewer line to each lot in the subdivision prior to the installation of the road base, surfacing, curbs, gutters and sidewalks. Subdividers shall also provide a cleanout at the property line of each lot. Sewer mains shall be a minimum of eight inches (8") in diameter. Laterals shall be a minimum of four inches (4") in diameter. (Ord. 092282, 9-22-1982; amd. 2003 Code)

G. Storm Water Drainage System: A storm water drainage system subject to the approval of the City Engineer shall be provided and shall be separate and independent of the sanitary sewer system. The final plat for the drainage system shall be prepared by a licensed engineer and shall include all pipes, inlets, manholes and appurtenant works, including such bridges and culverts as may be needed. The width of bridges or lengths of culverts shall be equal to the width of the street right of way but not more than sixty-six feet (66') for any one bridge or culvert. The complete storm water drainage system shall be installed

prior to the surfacing of streets and the installation of road base, curbs, gutters and sidewalks. (Ord. 092282, 9-22-1982)

H. Safety Fences: The subdivider shall install a six-foot (6') chainlink fence, or equivalent thereof, in conformance with the standards, rules and regulations, along all open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water and railroad rights of way. In addition to all other requirements imposed by the planning commission the subdivider shall comply with the regulations of MCC 10.20.040G. (Ord. 06-04, 4-25-2006)

I. Street Trees: Street trees may be provided at the option of the subdivider, but when so provided, the variety and location of such trees shall be approved by the planning commission.

J. Landscaping: The planning commission may specify the types of ground cover and require subdividers to provide ground cover where it determines that soil erosion may be a problem, that surface water may flood portions of the City or damage City property, that it is necessary to prevent the growth of noxious weeds which may become a nuisance or fire hazard or endanger the public health.

K. Monuments: Permanent monuments shall be accurately set and established at such points as are necessary to definitely establish all lines of the plat, except those outlining individual lots. Monuments shall be of a type approved by the City Engineer. All subdivision plats shall be tied to a section corner, a monument of record or an established land office survey corner.

L. Street Signs: The City shall furnish and install all necessary street signs. The cost will be charged to the subdivider and shall be paid for prior to recording the final plat.

M. Time Of Construction: The improvements required in this chapter shall be installed in compliance with the construction standards. No improvements shall be installed until their location and specifications are approved by the City Engineer.

N. Order Of Making Improvements: Unless waived in writing by the City Engineer, all underground utilities, water, sewer and gas laterals and fire hydrants shall be installed prior to road base, curbs, gutters, sidewalks and surfacing the streets. (Ord. 092282, 9-22-1982)

11.08.030 MINIMUM IMPROVEMENTS; ISSUANCE OF OCCUPANCY PERMIT

No occupancy permit shall be issued until the following improvements are installed and approved, in writing, by the City Engineer:

A. All underground utilities including telecommunications, electrical, gas and water facilities.

B. Sanitary, sewer and storm sewer systems.

C. ~~Curb, gutter, sidewalk and r~~Road base.

~~D. In all residential developments with a minimum of eight (8) dwelling units, postal community box units (CBU) shall be installed. Sufficient CBUs shall be installed to ensure a minimum of one box per residential dwelling unit. The location shall be determined in consultation with the United States postal service, the developer, and city staff. If an agreement is not reached, city staff will determine the location of the installation, while considering the following:~~

~~1. In single-family or duplex/twin home developments, no more than sixteen (16) dwelling units shall be served at a single location of CBUs. CBUs shall be separated a minimum of three hundred feet (300') if they are on the same side of the street. CBUs shall not be located directly across the street from another CBU.~~

~~2. In residential or commercial developments, the location of CBUs shall be included on the site plan for review.~~

~~For CBUs installed after the development process, the location guidelines shall still be considered and discussed with the USPS and the city, with the city making the final determination. (Ord. 11-12, 9-27-2011)~~

D. All minimum requirements from: building code, fire code, and City Design Standards

E. Improvement assurances have been received by the City for all other requirements.

11.08.040 (Reserved)

(Ord. 16-08, 8-23-2016)

11.08.050 PARTIAL DEVELOPMENT; CONTINUOUS AND ORDERLY

Whenever the subdivider shall develop a subdivision a portion at a time, such development shall be in an orderly manner and in such a way that the required improvements will be continuous and all of the said improvements will be made available for the full, effective and practical use and enjoyment thereof by the purchasers, lessees, grantees, assignees or transferees of any of the lands subdivided within the time hereinbefore specified or within the phases specified. (Ord. 092282, 9-22-1982)

11.08.060 COST DISTRIBUTION

Cost of improvements which are required under the provisions of this title, as well as the cost of other improvements which the subdivider may be required to install, shall be shared between the subdivider and the City according to the following schedule. The City shall not share in the cost of any improvements not expressly noted within this section.

Improvement Description	Subdivider % Of Cost Or Responsibility	Community % Of Cost Or Responsibility
A. Easements and rights of way; grading of streets, curb and gutter; cross drains; dip stones and connecting piping; driveways; sidewalks, monuments, street signs; fire hydrants and companion valves; thrust blocks	100%	0%
B. Base gravel course; street paving; sand and chip, bridges and culverts	100% for all streets required road widths of 60 feet back to back of curb and gutter or less.	100% for all additional width required by the planning commission in excess of 60 feet back to back of curb and gutter.
C. Street lighting	100% of easements, rights of way and facilities.	0%

D. Electric utilities	100% of all facilities, including easements and rights of way necessary to serve subdivision and comply with this title.	Cost of oversizing the facilities to provide additional capacity to serve areas other than the subdivision if the power distribution is City owned, otherwise this section is nonapplicable.
E. Culinary water and secondary water	100% of all costs of facilities necessary to serve the subdivision and comply with this title.	Cost of oversizing the facilities to provide additional capacity to serve areas other than the subdivision if the facility is City owned.
F. Sanitary sewer and storm sewer facilities	100% of all costs of all facilities necessary to serve the subdivision and comply with this title.	Cost of oversizing the facilities to provide additional capacity to serve areas other than the subdivision if the facilities are City owned.
G. Extensions of culinary water and secondary water facilities, storm sewer facilities and sanitary sewer facilities	100% and/or cost sharing agreement.	0% - see cost sharing agreement.
H. Extensions of electrical distribution system	100% and/or cost sharing agreement.	0% - see cost sharing agreement.
I. Extension of streets	100% of all costs including right of way.	0%

(Ord. 092282, 9-22-1982)

11.08.070 COST SHARING AGREEMENT

A. Authorized: Whenever any intervening property is located between the terminus of existing service facility and the proposed subdivision and the intervening property will be benefited by the installation of any of the required facilities, the subdivider shall pay for having all facilities, not installed by a utility company, constructed over, under and/or across the intervening property. If approved by the City Council before approval of the final plat and prior to any construction, the subdivider may enter into an agreement with the City for a partial cost reimbursement.

B. Included Costs: The cost of the facilities to be included in the agreement shall be the actual construction costs as determined by competitive bids solicited by the City or the cost incurred by the City if installed by City personnel, and shall include all costs for having the facilities installed, including legal, administrative and engineering costs.

C. Proportionate Share Specified: The agreement shall state the proportionate share of the costs to be borne by the subdivider and the proportionate share to be reimbursed to the subdivider from fees collected from the intervening property owners.

D. Deferred Credit: The City shall thereafter enter a deferred credit in its books and records and shall charge the benefited property owners the fee rates for sewer, water and electrical connections in effect at the time such connections are made. Such fees, not to exceed the maximum stated in the agreement, shall then be returned to the subdivider to reimburse the subdivider for the proportionate share of the costs of the installation of the facilities. Such agreement for reimbursement shall extend for a maximum period of ~~five (5)~~ ten (10) years from initial date of agreement after which time no further reimbursement shall be made to the subdivider. The City may also elect to reimburse the subdivider for such "off-site" facilities after the subdivider has furnished the City with acceptable evidence that an agreed number of housing units are occupied. No interest shall accrue or become payable on such reimbursement. Engineering drawings showing benefited property shall be prepared by the City Engineer. (Ord. 092282, 9-22-1982)

11.08.080 INSPECTIONS

A. Required: All construction work involving the installation of improvements in subdivisions shall be subject to inspection by the City in the construction of the following types of improvements:

1. Continuous: The inspector shall make continuous inspections on the following improvements:

   a. Street surfacing, including seal coats.

   b. Preparation of base and pouring of concrete for curb and gutter, sidewalks and other structures.

   c. Laying of sewer pipe, drainage pipe, water pipe, valves, hydrants and testing.

   d. Installation of any mechanical equipment.

   Arrangement for inspection must be made with the City Engineer at least seven (7) days prior to beginning construction of the improvements requiring continuous inspection.

2. Periodic: The inspector shall make periodic inspections on the following improvements:

   a. Street grading and gravel base.

   b. Excavations for curb and gutter and sidewalks.

   c. Excavations for structures.

   d. Trenches for laying pipe.

   e. Forms for curb and gutter, sidewalk and structures.

   Notice to the City Engineer shall be given three (3) days in advance of the starting of work requiring periodic inspection.

B. Subdivider's Engineer:

1. Inspections: The subdivider shall require his engineer to make inspections as often as necessary in order to assure the subdivider that the improvements are being property installed, that the improvements comply with the intent of the construction standards and that all improvements are laid to the proper grade, alignment and depth, and are constructed of the required quality of materials and that errors in design and/or construction are corrected before acceptance by the city.

2. Certification Of Acceptance: Prior to making a request for partial release of escrow funds or conditional acceptance of the subdivision improvements, the subdivider shall request that his engineer inspect the improvements and certify as to their acceptability. This certification shall be attached to all partial release requests and the request for conditional acceptance.

C. Materials And Equipment: All materials and equipment used in the construction of the improvements shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the construction standards.

D. Expenses: In order to further assure the City that the intent of the construction standards and this title are being complied with, the City shall provide the continuous inspection and testing services at the expense of the subdivider. Payment for this service will be made monthly from the escrow account or from funds deposited with the City by the subdivider.

E. City Engineer: The City Engineer shall act as the city's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the construction standards in a fair and unbiased manner. The City Engineer will make periodic visits to the site and determine if the work is proceeding in accordance with this title.

F. Responsibility For Compliance:

1. The subdivider will be solely responsible for complying with the intent of the construction standards and this title in regard to the quality of materials, workmanship and execution of the work.

2. The City Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

G. Obligations Of Subdivider: Inspections, tests or approvals by the City Engineer or others representing the City shall not relieve the subdivider from his obligation to perform the work in accordance with the requirements of the construction standards and this title. (Ord. 092282, 9-22-1982)

11.08.090 GUARANTEE

A. Required: The subdivider shall warrant and guarantee all improvements constructed and/or installed, as required by this title, for a period of ~~two (2)~~ one (1) years from the date of the written "conditional acceptance" by the City Council. The subdivider shall warrant and guarantee, for a minimum period of ~~two (2)~~ one (1) years from the date of "conditional acceptance" that all of the improvements are free from defects due to faulty materials or workmanship and the subdivider shall, at no cost to the city, promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other improvements resulting from such defects. The City will give notice of observed defects

with reasonable promptness. In the event that the subdivider should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the City may do so and charge the subdivider the cost thereby incurred. The improvements guarantee shall remain in full force and effect through the guarantee period and until the subdivider receives a written final acceptance from the City Council.

B. Repairs: The subdivider shall agree and understand that the necessity for repairs and maintenance of the work rests with the City Engineer. His decision upon the matter shall be final and binding upon the subdivider, and the guarantee hereby stipulated shall extend and include, but shall not be limited to, the entire street base and all pipes, joints, valves, back fill and compacting, as well as the working surface, curbs, gutters, sidewalks and other accessories that are or may be affected by the construction operations, and whenever, in the judgment of the City Engineer, said work shall be in need of repairs, maintenance or rebuilding, he shall cause a written notice to be served on the subdivider and thereupon, the subdivider shall undertake and complete such repairs, maintenance or rebuilding, and upon the subdivider's failure to do so or make arrangements therefor within ten (10) days from the date of the service of such notice, the City Engineer shall, upon approval of the City Council, have such repairs made, and the cost of such repairs shall be paid by the subdivider, together with twenty five percent (25%) in addition thereto as and for stipulated damages for such failure on the part of the subdivider to make such repairs.

C. Methods In Lieu Of Actual Improvements: In lieu of actual installation of the improvements required by this chapter, the subdivider may, by written agreement approved by the City, guarantee the installation of the improvements by one or more of the methods specified as follows:

~~1. Bond: The subdivider may furnish and file with the city recorder a bond with corporate surety in an amount equal to one hundred ten percent (110%) of the cost of the improvements not previously installed as approved by the city engineer conditioned for the installation of such improvements within a period of two (2) years immediately following the approval of the final plat of the subdivision by the city council, which bond shall be approved by the city council and city attorney.~~

1. Escrow Bond: The subdivider may deposit in escrow with an escrow holder approved by the City, an amount of money equal to one hundred ten percent (110%) of the cost of the improvements not then installed as approved by the installation of said improvements within one (1) year from the approval of the final plat of the subdivision by the City, as aforesaid. The escrow agreement shall be approved by the City and City Attorney and shall be filed with the City Recorder.

~~2. Escrow Deposit: The subdivider may deposit in escrow with an escrow holder approved by the city council an amount of money equal to one hundred ten percent (110%) of the cost of the improvements not then installed as approved by the installation of said improvements within two (2) years from the approval of the final plat of the subdivision by the city council, as aforesaid. The escrow agreement shall be approved by the city council and city attorney and shall be filed with the city recorder.~~

~~3. Irrevocable Letter Of Credit: The subdivider shall file with the city an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution which letter shall contain provisions substantially similar to that required in the escrow agreement.~~

~~4. Trust Deed: The subdivider shall provide the city with trust deeds to lots within the subdivision estimated by the city engineer to have an unencumbered fair market value at least equal to one hundred ten percent (110%) of the estimated costs of the~~

~~improvements required by this chapter. The trust deeds shall be in favor of the city and shall be in a form acceptable for filing in the office of the city recorder.~~

2. Cash Bond: The subdivider may deposit with the City an amount of money equal, to one hundred ten percent (110%) of the cost of the improvements not then installed as approved by the installation of said improvements within one (1) year from the approval of the final plat of the subdivision by the City, as aforesaid.

~~5~~3. Written Agreement:

a. The subdivider may execute, acknowledge and cause to be recorded in the office of the City Recorder, a written agreement with the City by which he will covenant and agree that he will not lease or convey any of the subdivided property to anyone whomever unless he shall first, as a condition precedent thereto, either:

(1) Install and pay for all of the improvements aforesaid necessary to the full, effective and practical use and enjoyment thereof by the lessee or grantee of the lands so to be conveyed, including, but not limited to, all street improvements in front of such property and thence along the dedicated streets to a connection with existing improvements of the same kind or to the boundary of the subdivision nearest said existing improvements, whichever is required as a condition of the subdivision approval; or

~~(2) File a bond as provided in subsection C1 of this section to secure the installation and/or completion of all uncompleted improvements required by this title specified; or~~

(2) Deposit in escrow to secure the installation and/or completion of all uncompleted improvements required by this title; or

~~(3) Deposit in escrow as provided in subsection C2 of this section money to secure the installation and/or completion of all uncompleted improvements required by this title; or~~

~~(4) File an irrevocable letter of credit as provided in subsection C3 of this section to secure the installation and/or completion of all uncompleted improvements required by this title specified; or~~

~~(5) Furnish the city with trust deeds as provided in subsection C4 of this section to secure the installation and/or completion of all uncompleted improvements required by this title.~~

(3) Deposit with the City, a cashiers check to secure the installation and/or completion of all uncompleted improvements required by this title.

b. The said agreement shall specifically provide that it shall be deemed to be a covenant running with the subdivided lands for the benefit of the City and shall particularly and accurately describe said lands. By said agreement the subdivider shall further give and grant to the City a lien on said lands to secure performance of the covenant and agreement hereinbefore specified and to secure the installation of all of the improvements required by this chapter, together with the payment of all

costs, including reasonable attorney fees which the City may incur in enforcing any of the terms and provisions of said agreement.

c. The covenant and agreement aforesaid shall be approved as to form by the City Attorney. The City Council is authorized to prescribe, by administrative rule or regulation filed for record with the City_Recorder, the forms and procedures to ensure the orderly, regular and efficient processing of applications for the approval of a proposed subdivision and the strict compliance with the requirements of this title. The agreement shall be restricted to the guaranteeing and paying for the improvements required by this title. It shall be separated from any other financing or funding programs required by the subdivider. Funds can be released or the amount of the bond or letter of credit decreased only upon receipt of written authorization signed by the Mayor.

D. Partial Release: The City Council is authorized and directed from time to time at the request of the subdivider or his successors in interest to release from the bonds, release from the escrow agreement, release from the trust deeds and/or release from the burdens of the covenant and lien, the estimated costs of the improvements installed and approved by the City Engineer.

1. Application:

a. At least ten (10) days before each partial release is required (but not more often than once a month), the subdivider will submit to the City Engineer for review, the application for release, filled out and signed by the subdivider covering the work completed as of the date of the application and supported by such data as the City Engineer may reasonably require. The subdivider shall include with his application for release of funds a written statement of the current status of the escrow account signed by an officer of the bonding company, the escrow agent or the institution issuing the letter of credit. The statement shall show the total dollars included in the agreement, the date and the amount of the releases and the current funds.

b. The subdivider warrants and guarantees that title to all work, materials and equipment covered by an application for release, whether incorporated in the work or not, will have passed to the City_prior to the making of the application, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for release will have been acquired by the subdivider or by any other person performing the work at the site or furnishing materials and equipment for the project.

c. The City Engineer will, within ten (10) days after receipt of each application for release, either indicate in writing his approval of release and present the application to the City or return the application to the subdivider, indicating in writing his reasons for refusing to approve release. In the latter case, the subdivider may make the necessary corrections and resubmit the application. The City will, within ten (10) days of presentation to it of an approved application for release, release the amount approved by the City Engineer.

2. Approval Of Payments: The City Engineer's approval of any requested release shall constitute a representation by him to the city, based on the City Engineer's on site observations of the work in progress as an experienced and qualified design professional and on his review of the application for release and the supporting data, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the construction standards (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction standards and any qualifications stated in his approval); and that the subdivider is entitled to a release of the amount approved. However, by approving any such payment, the City Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on site inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose the subdivider has used the monies released.

3. Refusal: The City Engineer may refuse to approve the whole or any part of any release if, in his opinion, he is unable to make such foregoing representation to the city. He may also refuse to approve any such release, or, because of subsequently discovered evidence, or the results of subsequent inspections or tests, nullify any such release previously approved, to such extent as may be necessary in his opinion to protect the City from loss because:

   a. The work is defective;

   b. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;

   c. The City has been required to correct defective work or complete the work; or

   d. Unsatisfactory prosecution of the work, including failure to clean up as required.

E. Release; Percentage: The subdivider shall not obtain a release from the bonds, withdraw from the escrow account, have trust deeds released, or obtain a release from the covenant and lien improvements guarantee in any amount in excess of one hundred percent (100%) of the estimated cost of the improvements, but shall pay from other sources any costs for such improvements which exceed one hundred percent (100%) of the costs approved by the City Engineer.

F. Maintenance Guarantee:

1. The subdivider shall guarantee that the improvements shall be maintained in a state of good repair, free from defective material and/or workmanship for a period of ~~two (2)~~ one (1) ~~years~~ from the date of conditional acceptance by the City Council.

2. The City Council shall hold the ten percent (10%) as a guarantee that the improvements, as installed, shall remain free from defects and shall be maintained by the subdivider until final acceptance by the City Council. Release of the trust deeds or lien and covenant represented by the aforementioned ten percent (10%) can be effected by the subdivider, providing the subdivider files a bond or, deposits

in escrow ~~or furnishes an irrevocable letter of credit~~ with the City Council in an amount equal to the ten percent (10%) being retained.

3. At any time during the guarantee period and in the event the required improvements are not installed within the of ~~two (2)~~ one (1) years provided, or are not being maintained during the guarantee period, after conditional acceptance, or are found to have latent defects, the City Engineer shall, by written notice, advise the subdivider of the reasons he or she has failed to install, construct or maintain the required improvements. The written notice shall state that the subdivider has thirty (30) days to make the necessary installation, construction, repair or replacement, which time may be extended by the City Council at its sole discretion, and that the City will make the necessary installation, construction, repair or replacement if the subdivider does not do so within the time permitted and that the City_will exercise its rights, as contained in the agreement, to obtain the funds and/or pay for the installation, construction, repair or replacement of the required improvements. If, after one year after the City has conditionally accepted the improvements required by its subdivision title, the required improvements remain substantially free from latent defects, the City_Council may release to the subdivider the balance of the bonds, escrow account, letter of credit and/or trust deeds. This release and any prior approval of the City Engineer shall not relieve the subdivider of any of his responsibilities as required by this title, which includes guaranteeing the improvements for a total of ~~two (2)~~ one (1) years from the date of conditional acceptance. (Ord. 092282, 9-22-1982)

11.08.100 CONDITIONAL ACCEPTANCE

A. Notification; Request: After all required improvements are complete, the subdivider shall, in writing, notify the City and the City Engineer that the subdivision is complete and request conditional acceptance by the city. The conditional acceptance request shall be accompanied with:

1. A certificate, signed by the subdivider's engineer attesting to the fact that all improvements are installed, free from defects and that they comply with the intent of the construction standards. Any variation from said standards shall be noted in the certificate.

2. A mylar copy of the "as built" construction drawings.

B. Inspection: The City Engineer shall make an inspection within ten (10) days of receipt of the notice and notify the subdivider in writing of any particulars in which this inspection reveals that the work is defective. The subdivider shall immediately make such corrections as are necessary to remedy such defects.

C. City Council; Notice To Subdivider: The City Engineer shall, as soon as the improvements are acceptable and after receipt of the "as built" drawings, notify the City Council in writing of his approval of the improvements. The City Council shall, within fifteen (15) days after receipt of the City Engineer approval, present to the subdivider a notice of conditional acceptance establishing the date for the beginning ~~his~~of the ~~two (2)~~ one (1) years guarantee period. (Ord. 092282, 9-22-1982)

11.08.110 FINAL ACCEPTANCE AND RELEASE

A. Request; Inspection; Defects: The subdivider shall be responsible for requesting final acceptance and release. The subdivider shall send the City a written request for final

acceptance and release at least twenty (20) days prior to the terminal date of his guarantee period. The City Engineer shall within ten (10) days make an inspection of the subdivision improvements. If defects exist in the improvements, the City Engineer shall notify the subdivider, in writing, who shall promptly replace and/or repair all defective work.

B. Acceptable Improvements: When the improvements are acceptable, the City Engineer shall notify the City Council, in writing, who shall within fifteen (15) days of receipt of said notice, issue a letter of final acceptance and release. (Ord. 092282, 9-22-1982)

11.08.120 REQUESTS FOR ACCEPTANCE PERIOD

Requests for conditional and final acceptance shall be made during periods when all of the improvements can be visually inspected by the City Engineer. Any improvements buried with soil or snow or otherwise not visible shall not be approved. No acceptances will be made during the months of November, through and including March. (Ord. 092282, 9-22-1982)

. . . .

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 6. Effective Date. This ordinance shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 10th day of December, 2024.

_____
STEVE GALE, Mayor

ATTEST:

_____
DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Council Member London	___	___	___
Council Member Wardell	___	___	___
Council Member Turner	___	___	___
Council Member Richins	___	___	___
Council Member Alexander	___	___	___

(In the event of a tie vote of the Council):

Mayor Gale	___	___

ORDINANCE 24-15

AN ORDINANCE AMENDING TITLE 1, CHAPTER 1.15 OF THE MORGAN CITY CODE BY AMENDING FEES OF THE CONSOLIDATED FEE SCHEDULE TO IMPLEMENT A SERVICE CHARGE FEE FOR CREDIT CARD, EFT, BANK BILL PAY, AND PAY BY TEXT TRANSACTIONS; AMENDING THE PLANNING AND ZONING FEES REGARDING THE SUBDIVISION PROCESS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Morgan City (hereinafter the "City") is a public subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, Morgan City charges various fees which are collected by different departments and divisions of the City; and

WHEREAS, these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

WHEREAS, the City is charged fees for all credit card, EFT, bank bill pay, and pay by text transactions and the amount of these fees have continually increased to a point that it has become necessary to implement a service charge fee to offset the City's cost to continue the acceptance of these types of transactions; and

WHEREAS, due to the recent legislative changes regarding the subdivision process, Staff recently reviewed the City's current development application fee schedule and found several items which needed to be amended for both clarification and an increase in fees to cover Staff review time; and

WHEREAS, after careful consideration and review, the Council has determined it to be in the best interest of the City to adopt and approve a service charge fee for credit card, EFT, bank bill pay, and pay by text transactions and to amend the development application fee schedule of the Morgan City Consolidated Fee Schedule.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MORGAN, UTAH:

SECTION 1. Repealer. If any provisions of the Morgan City Code heretofore adopted are inconsistent herewith, they are hereby repealed.

SECTION 2. Enactment. Title 1, Chapter 1.15 – Consolidated Fee Schedule of the Morgan City Code is hereby amended as set forth below:

. . .

ADMINISTRATION

SERVICE			FEE
Copies			
	Black and White		
		Regular (8 ½ x 11)	$0.25 per sheet
		Double Sided	$0.40 per sheet
		Legal	$0.40 per sheet
		11 x 17	$0.60 per sheet

Colored		
	Regular (8 ½ x 11)	$0.50 per sheet
	Double Sided	$0.75 per sheet
	Legal	$1.00 per sheet
	11 x 17	$1.25 per sheet
Maps		
	Zoning (Black and White)	Regular Copy Rate
	Aerial	$4.00 each
	Maps on Disk	$5.00 each
	8 ½ x 11 (Color)	$2.50each
	11 x 17 (Color)	$5.00 each
Documents / Reports		
	Zoning Ordinance	Regular Copy Rate
	General Plan	$10.00 each
	Standard Specifications	$10.00 each
	Business License Listing	$10.00 each
	Financial Report (One Copy is Free to a City Resident Upon Request)	$5.00 each
	Budget Report (One Copy is Free to a City Resident Upon Request)	$5.00 each
GRAMA Request (Research, Compilation, Editing, Etc.)		
	First 15 Minutes	Free of Charge
	Each Additional Hour	$20.00 per hour
	Audio Recordings	$10.00 each
Returned Check Fee		$25.00
Service Charge Fee (Credit Card, EFT, Bank Bill Pay, Pay By Text)		$2.00 per Transaction

. . .

PLANNING & ZONING

APPLICATIONS	FEES
Annexation Petition	$700.00
Annexation Petition With Rezone	$950.00
Appeal Authority Filing	$50.00
Conditional Use Application	$50.00
Home Occupation Application	$50.00
Rezoning Request Application	$250.00
General Plan Amendment Application	$250.00

DEVELOPMENT SERVICES	FEES
Development Review Meeting	Required / No fee
Concept / Preliminary Review Fee	$500.00 plus ~~$80.00~~90.00 per lot / building
• Re-submittal (Required each time after 2nd submittal)	$100.00
Final Review Submittal Fee	~~$100.00~~500.00
• Re-submittal (Required each time after 2nd submittal)	$100.00
Site Plan Review Fee *Applications that do not require Planning Commission / City Council review	$500.00 plus $90.00 per acre / building
• Re-submittal (Required each time after 2nd submittal)	$100.00
Morgan County Fire & EMS Fees	Based on the current Morgan County Fire & EMS Fee Schedule
Water Advisory Meeting	$100.00
PROFESSIONAL SERVICES ***To be collected in addition to Development Service Fees.**	**FEES shall be considered as a deposit against actual cost of Professional Services. (Resolution #08-12-03A)**
Concept / Preliminary Review	$500.00 plus ~~$80.00~~90.00 per lot / building
Site Plan Review	$500.00 plus $90.00 per acre / building
Electricity Review (If project is to be reviewed using an outsource)	$500.00
BUILDING PERMITS	
Valuation	Based on the most current issue of the Building Safety Journal's Building Valuation Data Sheet, using 25% of the R-3 value for finished basements
General	Fee based on the current Uniform Building Code
Plan Review	
Residential	20% of the Building Permit Fee
Commercial	65% of the Building Permit Fee
Sensitive Lands	$500.00
Electrical	$10.00 plus $.03 per sq. ft. of finished area
Plumbing	$10.00 plus $.02 per sq. ft. of finished area
Mechanical	$10.00 plus $.02 per sq. ft. of finished area
Water Sample Testing / Retesting	$200.00 per water sample test
Basement Finishes (Residential)	$100.00
Accessory Building (up to 400 sq. ft. – Residential only with no electrical, plumbing or mechanical)	$100.00
ALL OTHERS	
Permits not otherwise specified will be based on the number of anticipated inspections required:	

		Per Inspection	$100.00
		Minimum Fee to Issue Permit	$100.00
MISCELLANEOUS FEES			
	Re-Inspection Fee		$100.00
	Subdivision Improvement Inspection Fee		2.5% of bond amount

. . . .

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 4. Effective Date: Amended Planning and Zoning Fees shall become effective immediately upon posting.

SECTION 5. Effective Date: Administrative Service Charge Fee shall become effective January 1, 2025.

PASSED AND ADOPTED by the City Council of Morgan, Utah, on the 10th day of December, 2024.

_____
STEVE GALE, Mayor

ATTEST:

_____
DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	**Nay**	**Excused**
Council Member London	___	___	___
Council Member Wardell	___	___	___
Council Member Turner	___	___	___
Council Member Richins	___	___	___
Council Member Alexander	___	___	___

(In the event of a tie vote of the Council):

Mayor Gale	___	___	___

Entellus
1470 S 600 W, Woods Cross, UT 84010
(801) 298-2236
jcunningham@entellus.com
www.entellus.com

WORK ORDER AND AGREEMENT

CLIENT & PROJECT INFORMATION	CONTACT INFORMATION
Client: Young Family Racing Properties	Name: Nicholas Hart
Project: Young Chrysler Subdivision	Email: Nick.Hart@youngauto.net
Address: 536 North 550 East Street, Morgan, UT.	Phone:

Date: November 26, 2024

Thank you for considering Entellus for the above referenced project. Below we have provided a scope of work and fee to complete the requested services.

SCOPE OF WORK & PROJECT NARRATIVE

Final Subdivision Plat

- Update the Final Subdivision Plat to current city and state code.

The above-described services will be performed by Entellus on a **Time & Materials Basis** using our current billing rates **(estimated fee of $800).** See Attachment A for current billing rates. This estimate anticipates no field work and does not include time to mark the property corners on the ground. If requested, Entellus will mark or identify the property corners of the subdivision for an additional fee.

SURVEY SERVICES	
BOUNDARY SURVEY - A boundary retracement survey includes one or more site visits to locate evidence on and around the property boundary. The Surveyor will perform research and analysis of historic records to determine the boundary line and the best evidence to gather. State law requires that a land surveyor file their boundary opinion with the County Surveyor once the boundary survey is complete (Utah Code §17-23-17). This final copy of the survey is usually plotted on plastic film (mylar; see "Other Fees"). A digital or paper copy of the boundary survey will be provided to the client. This service generally does not include measurements of on-site improvements or easements, nor does it provide sufficient information for civil design, as described in the "Topographic Survey" service. This service does not include concept drawings for City review or any other exhibit drawing.	**EXCLUDED**
TOPOGRAPHIC SURVEY - A topographic survey requires one or more site visits to measure the property, improvements thereon, and utilities, if necessary. A topographic survey generally includes a surface contour model and can be used for civil design purposes. The client is responsible for providing utility maps or title reports to determine underground utility locations and easements. The measurements and calculations are compiled on a topographic survey plat which will be provided to the client. This service does not include a boundary retracement survey, as described in the "Boundary Survey" service. This service does not include slope analysis or exhibit drawings.	**EXCLUDED**
PRELIMINARY PLAT - The Preliminary Plat is generally a combination of Topographic Survey information and the proposed roads, easements, and lots that will show on a Final Plat. Preliminary Plat services include coordination with municipalities, utilities, special services districts, and UDOT, if required. Entellus will collect data, conduct research, and review documents pertaining to the preliminary design process. The Preliminary Plat service does not include Engineering Services that may be required by the municipality or county for preliminary subdivision approval.	**EXCLUDED**

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FINAL PLAT - Final plats show the final location of lot lines, roadways, easements, and other areas within a subdivision. The Final Plat service includes consequential coordination of the Surveyor with municipalities and clients to reach approval, which coordination may not be included in this fee. The Final Plat service does not include total coordination of the project by the Surveyor in lieu of the client (see Additional Services). Once approved, the Final Plat will be printed on a durable medium (plastic film, or mylar) and delivered to the client, who is responsible for signing and recording the final plat with the County. A "verification Fee" will be billed on a Time & Materials Basis based on any work based on survey data other than that provided by Entellus.	**Time & Material**
UAS DRONE IMAGERY - An FAA-licensed pilot will fly and Unmanned Aerial System (drone) over the property to take aerial photographs. These photographs are generally orthorectified such that the resulting photograph is measurable. Entellus's use of the photograph is at Entellus's sole discretion, and it may choose not to show it on final deliverables. If included in the estimate, the photograph can be delivered to the client upon request.	**EXCLUDED**
SURVEY SUBTOTAL:	**Time & Material**

CONSTRUCTION SERVICES	
CONSTRUCTION STAKING - Entellus provides construction staking as a professional service on a Time and Materials basis, notwithstanding any estimate shown hereon. The client is responsible for providing a full and complete set of construction plans and a survey drawing if these were not prepared by Entellus. The client is encouraged and responsible for scheduling construction staking in advance of other sub-contractors who depend on the surveying work. See "Additional Services", "Restaking" below.	**EXCLUDED**
CONSTRUCTION SUBTOTAL:	**$0**

REPRODUCTION	• Entellus will provide, as part of Basic Services, all plats, plans, and construction drawings required for agency review and approval, as well as internal red-line sets. • After agency approvals are secured, the client will be provided up to ten complete sets of drawings for construction purposes. • All subsequent requests by the client for plats, plans and construction drawings will be at the cost of $2.00 per sheet. Photocopies will be $0.10 per page. Mylars, CADD files, or other media will be at the cost of labor and materials. All such costs will be billed as a separate line item.

SURVEY SUBTOTAL:	**Time & Material (Estimated Fee of $800)**
CONSTRUCTION SUBTOTAL:	**$0**
PROJECT TOTAL:	**Time & Material**

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ADDITIONAL SERVICES

Those items excluded from the listed scope of work above can be requested as "Additional Services" in writing for an additional fee.

RESTAKING - Any marker left by Entellus can be restaked on a Time and Materials basis at our current hourly rates. Mobilization for a restaking visit will cost at least two (2) hours of crew time plus any time necessary to prepare for the restaking visit at the most current billing rates on the date of the site visit. Entellus charges a restaking fee of $25 per point for replacing points lost as part of the Construction Staking service.	TIME & MATERIALS
PROJECT MANAGEMENT - Represent Client as "Applicant for Project" at City DRC, planning commission and council meetings. Billed at Time and Material if requested.	TIME & MATERIALS
MEETING ATTENDANCE – Entellus provides preliminary consultation before the contract is executed at no fee. Meeting attendance and additional consultation are not included in the preliminary consultation. Meeting attendance and additional consultation is not included in the estimated fee. If requested by the client, Entellus representatives will attend meetings. The client will be billed for these meetings on a time and materials basis at listed hourly rates.	TIME & MATERIALS
SETTING REQUIRED STREET MONUMENTS – Entellus will provide this service or will contract this service to a monument installation firm. Where Entellus installs the monument, costs include materials, equipment, safety, scheduling, and mobilization. If a contractor is hired, the cost for this service will be passed through to the client, and the contractor's invoice will be available upon request.	TIME & MATERIALS
OFF-SITE TOPOGRAPHIC SURVEY OR DESIGN – At the client's request, Entellus will gather and provide topographic information that is outside of the scope of the original project. Time and Materials rates will be determined based on the date of the site visit. The client is encouraged to anticipate this expanded scope such that it can be included in the initial "Topographic Survey" service.	TIME & MATERIALS
ON and/or OFF-SITE UTILITY COORDINATION – Entellus does not make requests for utility marking through the Bluestakes (811) Utility location service because Bluestakes does not generally respond to land surveyor requests. In most cases, individual utility providers will only provide maps for survey and civil design purposes. The client can request that Entellus coordinate with municipalities and utility companies for utility maps or on-site utility markings if this information is not provided by the client.	TIME & MATERIALS
CONCEPT PLAN - At the client's request, Entellus will provide a concept plan showing a conceptual layout of lots within a proposed subdivision. Conceptual plans are based on the current ordinance of the municipality or county. This service does not include revisions to the Conceptual Plan.	TIME & MATERIALS
OTHER FEES - All fees assessed to Entellus by municipalities, counties, or other third parties (including, but not limited to, application fees, filing or recording fees, and title search fees) will be included as a pass-through cost to the client. The client assumes the responsibility to pay for all pass-through costs incidental to their project. Entellus will do its best to inform the client of these fees ahead of time. Boundary Survey filing fees are generally $20-$50 per sheet. Entellus will assess a $20 fee for each sheet printed (or reprinted) on plastic film (mylar).	TIME & MATERIALS
PAYMENT FOR ADDITIONAL SERVICES Invoices for Additional Services performed by Entellus will be sent monthly to the client. **All invoices shall be paid in full by the client within 30 days of the invoice date. Any outstanding amounts not paid when due will accrue interest at the rate of 1.5% per month until paid in full.** At our option we may suspend all services under this agreement if invoices are not paid when due, until such invoices are paid in full. We accept payment by check or credit card. When paying by credit card a processing fee of 3% will be charged in addition to the amount owed.	TIME & MATERIALS

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We appreciate the opportunity to submit this proposal for survey services for this project. By signing this proposal, you are indicating that you agree to our services and fees as outlined above, including the terms for payment, terms and conditions detailed on the last page of this agreement and you are authorizing us to proceed. If you have any questions, please feel free to call.

Respectfully,

Jeremiah Cunningham, PLS
Entellus
801.298.2236
jcunningham@entellus.com

Accepted By:

12-2-24
Client Signature / Date

Morgan City
Company Name

~~Wanda~~ wadams@morgancityut.org
Billing Email

P.O. Box 1085
Billing Mailing Address

801 829 3461
Billing Contact (if different from above)

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ENTELLUS
TERMS AND CONDITIONS

GENERAL

Land Surveyors and engineers employed by Entellus are collectively referred to as "ENGINEERS" in the following TERMS AND CONDITIONS. CLIENT AGREES THAT ENGINEERS' SERVICES ARE TO BE PERFORMED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

The ENGINEERS intend to render their services under this Agreement in accordance with generally accepted practices for the intended use of the PROJECT and make no other WARRANTY EITHER EXPRESS OR IMPLIED.

The ENGINEERS have not been retained or compensated to provide design and construction review services related to any Construction Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Construction Contractor to perform his work but not related to the final or completed project; omitted services include but are not limited to design or review of shoring, scaffolding, underpinning, temporary retainment of excavations, temporary bracing, and any other construction methods.

Any opinion of the estimated construction cost prepared by the ENGINEERS represents their judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEERS have no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEERS do not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.

Resetting of survey and/or construction stakes shall constitute extra work and shall be paid for on a time and materials basis in addition to any other payment provided for in this Agreement.

TIME AND MATERIAL RATES

Any time that "Time and Materials" is mentioned in the above listed services, it will be charged at our current billing rates at the time the service was provided.

ESCALATION

If, on the anniversary of the execution of the agreement for the development, the project has been delayed by client action, the fees will increase within the range of 5% to 10% annually, to be negotiated and mutually agreed upon by Client and Entellus, but in no event less than 5% for all services not completed.

AUTHORIZATION TO PROCEED

The execution of this Agreement by CLIENT and ENGINEERS, shall be deemed authorization for ENGINEERS to proceed to perform the services provided for in this Agreement. The CLIENT guarantees full and free access for the ENGINEERS to enter upon all property required for the performance of the ENGINEERS' services under this Agreement.

REUSE OF DOCUMENTS

All documents including Drawings, Specifications, and Electronic Data Files prepared or furnished by ENGINEERS pursuant to this Agreement are instruments of service in respect of the Project and ENGINEERS shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written authorization from the ENGINEER for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEERS and CLIENT shall indemnify and hold harmless ENGINEERS from all claims, damages, losses and expenses arising out of or resulting therefrom.

DELEGATION OF DUTIES

The CLIENT shall not delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the ENGINEERS.

TIME OR TIMES OF PAYMENT

All invoices for services performed by ENGINEERS shall be paid in full by CLIENT within thirty (30) days after receipt by CLIENT. Any outstanding amounts not paid to ENGINEERS when due, shall bear interest at the rate of One- and One-Half Percent (1½%) per month. Monthly interest will be added to the invoiced balance and will compound until paid in full. At ENGINEERS's sole option, ENGINEERS may suspend all services to CLIENT under this Agreement until CLIENT pays in full all amounts due and owing to ENGINEERS. All fees assessed by credit card companies, municipalities or other entities are the responsibility of the client.

LIMIT OF LIABILITY

CLIENT agrees that in no event shall ENGINEERS' liability for its negligence, errors or omissions relating to or arising out of the Project exceed **three (3) times the ENGINEERS' total fees for services rendered on the PROJECT or the total aggregate sum of $5,000 whichever amount more.** This limit of liability shall apply to the aggregate of all services rendered on the PROJECT, whether to CLIENT or CLIENT'S contractor(s) or subcontractor(s). CLIENT shall require all contractors and/or subcontractors on the PROJECT to execute written agreements that limit ENGINEERS' liability in accordance with the conditions of this covenant.

CLIENT shall and does hereby agree to indemnify, save harmless and defend ENGINEERS from the payment of any sum or sums of money to any person whomsoever on account of claims or suits arising out of injuries to persons, including death, or damage to property caused by CLIENT, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. The ENGINEERS shall not be liable for acts or omissions of any third party involved in the services covered by this Agreement or for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by the ENGINEERS. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees or agents.

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TERMINATION
In the event of a material breach of this Agreement by a party, the non-breaching party may terminate this Agreement upon seven (7) days written notice. Notwithstanding the foregoing, upon termination by either party, ENGINEERS shall be entitled to payment for all services rendered on behalf of CLIENT through the date of termination. Upon termination all sums owing to ENGINEERS shall be immediately due and payable.

ALTERNATIVE DISPUTE RESOLUTION AND ARBITRATION
In the event of any dispute or controversy arises under this Agreement, the parties (including anyone who claims an interest in this Agreement) agree that they shall, in good faith, engage in mediation or other similar method of alternative dispute resolution processes to settle the controversy. Should the parties fail to resolve the controversy through mediation then all claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach of this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration laws of the State of Utah. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable Utah law.

LEGAL FEES
In the event any arbitration or action is filed in relation to this Agreement or relating in any way to work performed on the PROJECT, the non-prevailing party shall pay to the prevailing party, in addition to all the sums either party may be called on to pay, all costs incurred and a reasonable sum for the prevailing party's attorneys' fees.

CONTROLLING LAW
This Agreement is to be governed by the law of the State of Utah.

EXTENT OF AGREEMENT
This Agreement represents the entire and integrated agreement between CLIENT and ENGINEERS and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEERS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CLIENT and ENGINEERS.

ATTACHMENT A

Entellus, Inc.

Hourly Rate

Schedule 2024

Classification	**Rate**
Principal Engineer	$195.00
Professional Engineer	$155.00
Engineer in Training	$115.00
Designer	$105.00
CADD Operator	$ 80.00
Principal Surveyor	$165.00
Consultation (expert witness)	$180.00
Professional Surveyor	$120.00
Survey Support (in office)	$100.00
1-Man Survey Crew	$140.00
2-Man Survey Crew	$180.00
Clerical	$ 65.00

Outlook

FW: Crown Castle lease

From Wanda Adams <Wadams@morgancityut.org>
Date Thu 12/5/2024 4:42 PM
To Ty Bailey <tbailey@morgancityut.org>
Cc Denise Woods <dwoods@morgancityut.org>

2 attachments (334 KB)
826066 15YR LE TSA UT61461.pdf; W-9 (MAR 2024).pdf;

Richard called asked what the status was on this agreement to amend the lease. He was hoping it would be discussed on the 10th and approved in January if no changes were needed. Please advise.

Have a great evening~
Wanda

From: Richard Symon <rsymon@lyleco.com>
Sent: Thursday, November 21, 2024 7:17 PM
To: Ty Bailey <tbailey@morgancityut.org>
Subject: Crown Castle lease
Importance: High

NPI's - IRONSCALES Suggests CAUTION, when opening this email as this is the first time you received an email from this sender rsymon@lyleco.com

Dear Mr. Bailey:

Enclosed please find the Agreement to Amend Lease document and a W-9.

Three important items:

1) The extension shall be for three, 5-year terms instead of two.

2) Deleting paragraph 14(d) - As you are aware, establishing a new cell tower site is a lengthy process without a guarantee of success. So, your ability to cancel this lease with almost no notice would cause hardship not only to the current carrier but also to the people and businesses who use the tower for their communication needs. It also prevents any additional carrier from considering using this tower for which you would receive revenue share.

3) Deleting paragraph 14(e) - This tower has been in use without any structural issues for 12 -years. Crown regularly inspects it's facilities for potential operational problems.

Please contact me if you have any questions.

Sincerely,

Richard H Symon

Richard H Symon
Real Estate Portfolio Manager
The Lyle Company, An Authorized Crown Castle Representative
Phone 773 609 2248 Fax 833 267 8734
rsymon@lyleco.com



** You may verify my association with Crown Castle by calling the Land Owner Help Desk at 1-866-482-8890

The contents of this email and any attachments are confidential and proprietary. If you are not the addressee of this email, you may not copy, forward, disclose, or otherwise use any part of it. If you have received this email in error, please email the author and delete any copies of this email including attachments. This e-mail is for discussion purposes only. The parties will not be bound in any respect until and unless a Letter Agreement or other written agreement is signed by all parties.

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and T-Mobile West Tower LLC, a Delaware limited liability company, by CCTMO LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Morgan City Corporation, a municipal corporation* **BU:** *826066*	**Site Address:** 530 North River Road Morgan, UT 84050 Morgan County
Lease Details ("Lease"): *Lease Agreement dated July 11, 2000, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises").**	
Amendment Terms:	• *Section 2 of the Lease Agreement provides for an initial term of five (5) years and five (5) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of July 10, 2030. The Lease will be amended by adding three (3) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be July 10, 2045.* • *Escalation Change* • *Sections 14(d) and 14(e) to be deleted from the Lease* • *$15,000.00 Signing Bonus*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this _____ day of _____, 2024.

LESSOR: Morgan City Corporation

Signature: _____

Print Name: Steve Gale

Title: Mayor

LESSEE: T-Mobile West Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: _____

Print Name: _____

Title: _____

SCHEDULE I

Escalation Change

Commencing on July 1, 2025 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to four percent (4%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.

Termination

Sections 14(d) and 14(e) of the Lease Agreement shall be deleted.

Signing Bonus

The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Fifteen Thousand Dollars ($15,000.00) for the full execution of the Lease Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

Lessor Initials: _____ **Lessee Initials:** _____